City of Port St.Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

"A City for All Ages"

Meeting Agenda

Addition of Item 9A

Tuesday, January 3, 2023

6:00 PM

Council Chambers, City Hall

Planning and Zoning Board

Deborah Beutel, Chair, Term 2 Expires 6/21/25
Alfreda Wooten, Vice Chair, Term 1 Expires 5/28/23
Carol Taylor-Moore, Secretary, Term 1 Expires 9/27/25
Peter Previte, At-Large, Term 1 Expires 7/12/25
Joseph Piechocki, At-Large, Term 1 Expires 7/12/25
Roberta Briney, At-Large, Term 1 Expires 7/12/25
Eric Reikenis, At-Large, Term 1 Expires 11/1/26
Melody Creese, Alternate, Term 1 Expires 11/1/26

Please visit www.cityofpsl.com/tv for new public comment options.

1. Meeting Called to Order

2. Roll Call

3. Determination of a Quorum

4. Pledge of Allegiance

5. Approval of Minutes

5.a Approval of Minutes - December 6, 2022 **2023-009**

6. Consent Agenda

6.a P22-012 Gatlin Pointe - Preliminary & Final Subdivision Plat **2022-944**

7. Public Hearings - Non Quasi-Judicial

7.a P22-334 Greenberg, Jared Chapter 158 - Zoning Code Text Amendment Application **2023-018**

This is a resident-initiated text amendment to Chapter 158 Zoning Code. Specifically, Section 158.073 Single-Family Residential Zoning District (RS-2) to include a new subsection named Empty lots uses.

7.b P22-335 3771 SE Jennings Road - Small-Scale Comprehensive Plan Amendment (**2023-014**

Location: The property is located south of SE Jennings Road and west of SE Lennard Road at 3771 SE Jennings Road.
Legal Description: A portion of Lot 2, Block 1, St. Lucie Gardens Plat 1
This is a request to change the future land use designation of a 3.05-acre parcel from Utility (U) to Service Commercial (CS).

7.c P22-347 City of Port St. Lucie - Public Works Facility - Comprehensive Plan Amendment/ Small Scale Map Amendment **2023-006**

Location: The property is located at 430 and 450 SW Thornhill Avenue on the southwest corner of Bayshore Boulevard and Thornhill Avenue.
Legal Description: A portion of Tract “O”, Tract “P” and a drainage R-O-W of Port St. Lucie Section 18.
This request is to change the Future Land Use designation of 8.37 acres from Commercial General/Commercial Highway (CG/CH) to Utility (U).

8. Public Hearing - Quasi-Judicial

8.a P22-320 A Great Home, LLC - Rezoning **2022-1023**

Location: The property is located on the east side of NW Commerce Lakes Drive at 2011 NW Commerce Lakes Drive.
Legal Description: Go Team Industrial Park - Unit Three - Block B, Lot 18
This is a request to rezone 3.23 acres of property from Industrial (IN) to 2.46 acres of CS (Service Commercial) and 0.77 acres of OSC (Open Space Conservation).

8.b P22-323 PS Lucie SR CGP, LLC - Variance **2022-1026**

Location: 1837 SW Gatlin Boulevard
Legal Description: Lot 9, Lot 10 and Tract P of Block 1702
This is a request for a variance from Section 3.0.8. of the City of Port St. Lucie City Wide Design Standards Manual for the orientation of the garage doors for a car wash.

8.c P22-325 St. Lucie Doctors, LLC - Variance **2022-1021**

Location: Northwest corner of Becker Road and Darwin Boulevard
Legal Description: Lots 1-3 and 22-24, Block 2358, Port St. Lucie Section 34
A request to grant a variance to Section 4.4.3 and Section 4.6.2.1 of the Becker Road Overlay District Design Standards to allow for 52% vertical windows and a flat roof with no peaked or pitched roof elements.

8.d P22-227 Southern Grove 4 - MPUD Amendment No. 2 - MPUD Amendment and Rezoning **2023-004**

Location: The property is generally located south of the Paar Drive right-of-way, west of SW Village Parkway, north of Becker Road, and east of the Community Boulevard right-of-way.
Legal Description: Tract B, Southern Grove Parcel 28 Replat and a portion of the Kenley subdivision plat. The full legal description is included in the MPUD regulation book.
This is a request to rezone approximately 31.788 acres of land and amend the Southern Grove 4 MPUD regulation book and concept plan.

8.e P22-333 Fresnillo Enterprise, Inc. - Rezoning **2022-1020**

Location: South of Commerce Center Dr and east of Commerce Lakes Dr
Legal Description: G.O. Team Industrial Park Unit 3, Block B, Lot 22
This is a request to rezone the property from Industrial (IN) to Service Commercial (CS).

8.f P22-341 3771 SE Jennings Road - Rezoning **2023-013**

Location: The property is located at 3771 SE Jennings Road, on the south side of SE Jennings Road and west of SE Lennard Road.
Legal Description: A portion of Lot 2, Block 1, St. Lucie Gardens Plat 1
This is a request to rezone 3.05 acres of land currently zoned General Use (GU) to the Service Commercial (CS) zoning district.

8.g P22-345 City of Port St. Lucie - Public Works Facility - Landscape Modification **2023-008**

Location: The property is located at 430 and 450 SW Thornhill Avenue, on the southwest corner of Bayshore Boulevard and Thornhill Avenue.
Legal Description: A portion of Tract "O"and Tract "P and a portion of the drainage R-O-W Tract of Port St. Lucie Section 18.
This is a request to provide landscaping in lieu of an architectural buffer wall on the east side of the property as per Section 154.12 of the Landscape and Clearing Code.

8.h P22-346 City of Port St. Lucie - Public Works Facility - Rezoning **2023-007**

Location: The property is located at 430 and 450 SW Thornhill Avenue, on the southwest corner of Bayshore Boulevard and Thornhill Avenue.
Legal Description: A portion of Tract "O", Tract "P" and a portion of a drainage R-O-W of Port St. Lucie Section 18.
This request is to change the zoning classification of 8.37 acres from Commercial General (CG) to Utility (U).

8.i P22-358 Farrell Storage @ Southern Grove - Landscape Modification **2023-003**

Location: The property is located at the northwest quadrant of the intersection of SW Village Parkway and Paar Drive
Legal Description: A portion of Parcel 27D, Southern Grove Plat No. 13 (Proposed legal description is Tradition SG-10 Plat, Parcels A and B).
This request is for a waiver to the architectural buffer wall requirement provided for under Section 154.12 of the Landscape and Land Clearing Code for the northern 290 feet of the western perimeter landscape buffer.

9. New Business

9.a Review of Tom Hooper Park and Promenade/Veterans Rivergate enhancements Proposed Land and Water Conservation Fund (LWCF) Grant Application **2023-044**

10. Old Business

11. Public to be Heard

12. Adjourn

Notice: No stenographic record by a certified court reporter will be made of the foregoing meeting. Accordingly, any person who may seek to appeal a decision involving the matters noticed herein will be responsible for making a verbatim record of the testimony and evidence at said meeting upon which any appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding should contact the City Clerk's office at (772) 871-5157 for assistance.

As a courtesy to the people recording the meeting, please put your cell phone on silent.

"A City for All Ages"

Agenda Summary

2023-009

Agenda Date: 1/3/2023 **Agenda Item No.:** 5.a

Placement: Minutes

Action Requested: Motion / Vote

Approval of Minutes - December 6, 2022

Submitted By: Pat Shutt, Administrative Assistant, Planning & Zoning Department

Executive Summary: December 6, 2022 minutes attached.

Presentation Information: N/A

Staff Recommendation: Move that the Board approve the minutes.

Alternate Recommendations:

1. Move that the Board amend the recommendation and approve the minutes with changes.
2. Move that the Board not approve the minutes and provide staff direction.

Background: N/A

Issues/Analysis: N/A

Special Consideration: N/A

Location of Project: N/A

Attachments: December 6, 2022 minutes.

City of Port St.Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Planning and Zoning Board

Meeting Minutes - Draft

Deborah Beutel, Chair, Term 2 Expires 6/21/25
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Peter Previte, At-Large, Term 1 Expires 7/12/25
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Eric Reikenis, At-Large, Term 1 Expires 11/1/26
Melody Creese, Alternate, Term 1 Expires 11/1/26

Please visit www.cityofpsl.com/tv for new public comment options.

Tuesday, December 6, 2022 **6:00 PM** **Council Chambers, City Hall**

1. Call to Order

A Regular & Virtual Meeting of the PLANNING AND ZONING BOARD of the City of Port St. Lucie was called to order by Chair Beutel on December 6, 2022, at 6:05 p.m., at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Council Chambers, Port St. Lucie, Florida & via Zoom.

2. Roll Call

Members Present:
Deborah Beutel, Chair
Alfreda Wooten, Vice Chair
Roberta Briney
Melody Creese
Joseph Piechocki
Eric Reikenis

Members Not Present:
Carol Taylor-Moore, Secretary
Peter Previte

3. Determination of a Quorum

Chair Beutel confirmed that there was a quorum.

4. Pledge of Allegiance

Chair Beutel led the assembly in the Pledge of Allegiance.

5. Approval of Minutes

5.a Approval of Minutes - November 1, 2022 **2022-1040**

Vice Chair Wooten moved to approve the minutes. Mr. Piechocki seconded the motion which passed unanimously by roll call vote.

6. Consent Agenda

There was nothing scheduled under this item.

7. Public Hearings - Non Quasi-Judicial

There was nothing scheduled under this item.

8. Public Hearing - Quasi-Judicial

The Senior Deputy City Attorney read the Quasi-Judicial Rules into the record for Items 8 a.) through d.) and the Deputy City Clerk swore in staff and the applicants.

8.a P22-185 FPL Eden Storage - Special Exception Use **2022-763**

Location: Northeast of the intersection of SE Jennings Rd. and SE Grand Dr.

Legal Description: St Lucie Gardens-Blk 4 - Lots 13 & 14

This is a request for a Special Exception Use for a semi-public facility or use to allow the storage of vehicles and equipment.

Chair Beutel inquired if there were any ex-parte communications, to which the Board responded in the negative.

(Clerk's Note: A PowerPoint was shown at this time.) Bianca Lee, Planning Technician, stated that she had been sworn in & stated that the file was submitted to the City Clerk's Office 5 days prior to the meeting and requested that it be entered into the record. She said that this item was heard back at the September Planning & Zoning meeting. She explained that the applicant was requesting a Special Exception Use to develop the remaining areas of the site adjacent to the existing FPL Eden Substation to be used for a paved storage yard. The use was for a semi-public facility or use to allow the storage of vehicles and equipment by FPL, their affiliates and companies. She showed a location map, a zoning map, an aerial, site renderings, a Conceptual Site Plan and explained the surrounding uses. Chair Beutel inquired about the semi-public aspect, to which Chandler Morelli, Construction Manager FPL, replied that all third party use was removed from the site, the site is only for FPL and FPL affiliate contractor use. Chair Beutel inquired about open storage to which Ms. Morelli replied that vehicles and job related materials would be on site. Mr. Piechocki inquired if this site was identical to the Crosstown and Bayshore Boulevard site, to which Ms. Morelli responded in the affirmative and added that contractors were allowed to use this site. Mr. Reikenis inquired about

dust & noise for the residents, to which Ms. Morelli replied that noise was only related to unloading materials and truck sounds but there wouldn't be any work site related noises. She stated that employees would be trading their personal vehicles for work vehicles at this site. Ms. Creese inquired about hours, to which Ms. Morelli replied Monday-Friday around 7:30 a.m. to 5:00 p.m., outside of an emergency. Ms. Creese inquired about the number of vehicles allowed on the site, to which Ms. Morelli replied that she was unsure as the design phase was not identified but added that maybe around 80 vehicles (40 personal and 40 work).

Chair Beutel opened the Public Hearing, there being no one to speak, she closed the Public Hearing.

Mr. Piechocki moved to recommend approval of P22-185, FPL Eden Storage - Special Exception Use, to the City Council with the condition that the use of semi-public facility must be energy service related. Secretary Wooten seconded the motion, which passed unanimously by roll call vote.

8.b P22-319 Commerce Lakes Warehouse - Landscape Modification **2022-1025**

Location: The subject property is located south of NW Commerce Center Drive and at the southeast corner of NW Commerce Lakes Drive in the Go Team Industrial Park.

Legal Description: Go Team Industrial Park - Unit Three - Block B, Lot 18

This is a request to substitute landscaping in lieu of an architectural buffer wall per Section 154.12 of the City of Port St. Lucie Code of Ordinances.

Chair Beutel inquired if there were any ex-parte communications, to which the Board responded in the negative.

(Clerk's Note: A PowerPoint was shown at this time.) Bethany Grubbs, Planner II, stated that she had been sworn in & stated that the file was submitted to the City Clerk's Office 5 days prior to the meeting. She explained that the property abuts a residential subdivision along the south side called the Pines, which was located in the Reserve. The applicant was requesting to substitute a six-foot architectural buffer wall in lieu of landscaping. She showed the location map, an aerial, a Site Plan, a proposed Landscape Plan and the existing vegetation and explained the Future Land Use & the Zoning. She said that there was a buffer, a drainage ditch, behind the proposed landscape with a Reserve

beyond that and neither could have landscaping on them. She informed the Board that the landscape modification was submitted to the City's landscape architect consultant for review and in their opinion the proposed ten-foot perimeter landscape buffer, the existing rear vegetation along with the Reserve would create an adequate visual buffer.

The Deputy City Clerk swore in Abraham Chabab and Robert Bailey. Mr. Chabab stated that the proposed project was for a warehouse and a parking lot with no open storage. He said that removing the trees to install the wall would be counterproductive and detrimental to the environment. They wanted to enhance the area without installing a wall. Mr. Bailey apologized for the owner who was unable to make the meeting due to a family emergency. He concurred that there would be no outside storage.

Chair Beutel opened the Public Hearing. Dr. Ivan Somers, resident of PGA Village, the Reserve, spoke in opposition of the modification. He said that the community was guarded and secure and not having a wall could affect their safety, privacy & property value; it could also increase sound pollution.

(Clerk's Note: Ralph Chapin and Gabreille Chapin were called to speak but no one came forward when called.)

Jerry Graziose, resident of the Pines, spoke in opposition of the modification. He said that a similar variance was approved three years ago, and he had pictures to prove that the variance did not work. (Clerk's Note: The pictures were previously added as part of the record.) He stated that the property operated seven days a week and residents could see through the chain link fence.

Pamela Hammer, resident of PGA Village, the Reserve, spoke in opposition of the modification. She said that the codes were written to protect the residents of PGA Village. She felt that by approving the variance other properties in the area would also ask for similar variances.

Sharron Hearne, resident of the Pines, spoke in opposition of the modification. She stated that she moved into PGA Village because of the security and did not want to put that at risk. She explained previous incidents that happened at the site.

Donald Roberts, resident of the Pines, spoke in opposition of the modification. He stated that he moved to PGA Village because of the security and felt that a wall would reduce noise and crime.

William Falk, resident of the Pines, spoke in opposition of the modification. He stated that there have been numerous nuisances at the site. He informed the Board that he was a previous tree farm owner and felt that trees/shrubs did not last but a wall did.

There being no one else to speak, Chair Beutel closed the Public Hearing. Ms. Briney stated that the safety of residents was a priority. Ms. Creese stated that the applicant did not have any justification for the modification. Mr. Reikenis questioned why the applicant did not want to install a wall and felt that the bays could affect the safety of the residents along with noise pollution.

Mr. Piechocki moved to deny P22-319, Commerce Lakes Warehouse - Landscape Modification. Mr. Reikenis seconded the motion, which passed unanimously by roll call vote.

A break was called at 7:18 p.m., and the meeting resumed at 7:21 p.m.

8.c P22-322 City of Port St. Lucie Police Training Facility - Landscape Modification **2022-1045**

Location: South of Thanksgiving Avenue and west of Airoso Boulevard

Legal Description: Lots 6 through 9, Block 689, Port St. Lucie Section Eighteen

This request is to waive the requirements for an architectural buffer wall on the north and east sides of the property as per Section 154.12 of the Landscape and Clearing Code.

(Clerk's Note: This item was heard after Item 7.)

Chair Beutel inquired if there were any ex-parte communications, to which the Board responded in the negative.

(Clerk's Note: A PowerPoint was shown at this time.) Stephen Mayer, Planner III, stated that he had been sworn in & stated that the file was submitted to the City Clerk's Office 5 days prior to the meeting and requested that it be entered into the record. He explained that the City was the owner of the property and were requesting a landscape modification. The site was under review for the construction of a police training facility. The proposed development abutted residential property

along the north & east side, along Thanksgiving Avenue, per the Landscape and Land Clearing Code, a wall was required. The applicant was proposing a landscape modification to forego the wall, they were proposing to use landscaping in lieu of the wall. He showed a location map, an aerial, the proposed landscape plan along with the north buffer elevation.

Chair Beutel inquired as to why they were requesting to use landscaping in lieu of a wall, to which Bill May, Operations & Administration Manager, Police Department, replied that the residents next to the building, Lot 5, informed the City that they wanted the landscaping in lieu of the wall. Mr. Piechocki inquired about the frontage of the building along Thanksgiving Ave, to which Mr. Mayer replied that it was about 100 feet (four lots). Mr. May replied that the house was next door to the current Evidence Room and the other lots were owned by the City. Ms. Creese questioned the spacing between the trees, to which Octavio Reis, Bowman Consulting, stated that the City was doubling the required landscaping. Mr. Piechocki stated that the landscaping was not meant to hide the building but serve as a transition from the street to the building. Mr. Reis stated that the right-of-way had the homes on Thanksgiving set back 100 feet. Mr. May informed the Board that the City had a wall in the original plan but the resident requested the landscaping in lieu of a wall.

Chair Beutel opened the Public Hearing. William Brunner stated that he was never notified about the project and was concerned about the traffic.

Randy Jones stated that he was never notified about the project and was concerned about the traffic. He suggested creating a roundabout to slow traffic.

Christine Lombardi stated that she agreed to more landscaping in lieu of a side wall but questioned whether the wall in the back of her home would still exist.

Donna Schrader stated that she was never notified about the project and was concerned about the traffic. There being no one else to speak, Chair Beutel closed the Public Hearing. Mr. Piechocki inquired about a traffic study, to which Mr. May replied that the building was going to be used by existing police officers and would not bring additional traffic. He added that during the design phase they would review whether or not

the back entrance into City Hall should remain, and if removed it may reduce traffic. Mr. Reis stated that this item was a landscaping modification and a traffic study would not accompany it. He concurred that there would be no additional traffic as the building was for existing employees. Mr. Mayer stated that traffic should not be discussed during this time and would be a better discussion during Site Plan Review. He said that Ms. Lombardi's existing wall behind her home would be staying. Mr. Piechocki inquired as to how the neighbors were notified of the project, to which Mr. May replied that he spoke to the Lombardi's multiple times. Mr. Mayer added that notices were mailed to neighbors within 750 feet. Ms. Creese inquired if the training would be indoor/outdoor & inquired about parking, to which Mr. May replied that it would be all indoor training. Mr. Reis replied that parking would be to the east and south of the building as well as along Best Street.

Mr. Piechocki moved to recommend approval of P22-322, City of Port St. Lucie Police Training Facility - Landscape Modification, to the City Council. Ms. Briney seconded the motion which passed unanimously by roll call vote.

8.d P22-323 PS Lucie SR CGP, LLC - Variance **2022-1026**

Location: 1837 SW Gatlin Boulevard

Legal Description: Lot 9, Lot 10 and Tract P of Block 1702

This is a request for a variance from Section 3.0.8. of the City of Port St. Lucie City Wide Design Standards Manual for the orientation of the garage doors for a car wash.

(Clerk's Note: This item was heard after Item 8 b.).

Chair Beutel inquired if there were any ex-parte communications, to which the Board responded in the negative.

(Clerk's Note: A PowerPoint was shown at this time.) Ms. Grubbs stated that she had been sworn in & stated that the file was submitted to the City Clerk's Office 5 days prior to the meeting. She explained that the applicant was requesting two garage door bays which faced collector arterial roads for a car wash. She showed an aerial, a Conceptual Plan, Building Elevations, and explained the Land Use & the Zoning. Micah Smith, COR3 Design, stated that they did not have a presentation. Mr. Piechocki inquired as to why there had to be a second door for ventilation instead of another ventilation option that was allowed in the Code, to which Ms. Grubbs replied that she had recommended that there was no hardship for the second ventilation door as there were exhaust systems and other mechanisms that could

be used. Ms. Creese inquired about the traffic flow of the wash, to which Ms. Grubbs & Mr. Smith clarified that there was an abort lane near the three pay stations; once through the car wash tunnel customers could loop around to the vacuum stations then exit the site to the west. Mr. Piechocki inquired if Mr. Smith would consider a different ventilation system, to which Mr. Smith responded in the affirmative and added that he could have a different option by the end of next week.

Chair Beutel opened the Public Hearing, there being no one to speak, she closed the Public Hearing.

Mr. Piechocki moved to table P22-323, PS Lucie SR CGP, LLC – Variance to the January 3, 2023 Planning & Zoning meeting. Ms. Briney seconded the motion, which passed unanimously by roll call vote.

8.e P22-325 St. Lucie Doctors, LLC - Variance **2022-1021**

Location: Northwest corner of Becker Road and Darwin Boulevard
Legal Description: Lots 1-3 and 22-24, Block 2358, Port St. Lucie Section 34
A request to grant a variance to Section 4.6.3.1 and Section 4.6.2.1 to allow for increased windows and reduction in roof pitch.

Vice Chair Wooten moved to table P22-325, St. Lucie Doctors, LLC – Variance to the January 3, 2023 Planning & Zoning meeting. Mr. Reikenis seconded the motion, which passed unanimously by roll call vote.

9. New Business

9.a General Discussion: Variances **2022-1047**

Mr. Piechocki updated the Board on the Site Plan Review Committee projects. Mr. Piechocki inquired if the Board should reconsider the meeting start times, to which Chair Beutel voiced that an afternoon meeting suited her. Vice Chair Wooten replied that the City Council had changed the meeting time to night to ensure that members and the Public could attend the meetings. Ms. Briney and Ms. Creese agreed that a night meeting suited most members and the Public.

(Clerk's Note: A PowerPoint was shown at this time.) Mr. Piechocki stated that he attended a training that discussed variances & how self-created variances should not be granted. He wanted to discuss if the Board wanted to be a Board of Forgiveness or a Board or Permission. Chair Beutel voiced that each variance was handled on an

individual basis, based on the testimony. Vice Chair Wooten voiced that the members were individuals who could agree to disagree and made the best decision based on evidence. She stated that she had issues with variances that were self-created. Ms. Creese stated that the Board had to take the Code into consideration as well as what was best for the City when making a decision.Chair Beutel stated that the applicants had the right to apply for a variance and it was up to the Board to make a knowledgeable, informed decision.

10. Old Business

There was nothing schduled under this item.

11. Public to be Heard

There was nothing heard under this item.

12. Adjourn

There being no further business, the meeting adjourned at 7:51 p.m.

_____

Carol Taylor-Moore, Secretary

_____

Shanna Donleavy, Deputy City Clerk

"A City for All Ages"

Agenda Summary

2022-944

Agenda Date: 1/3/2023 **Agenda Item No.:** 6.a

Placement: Consent Agenda

Action Requested: Motion / Vote

P22-012 Gatlin Pointe - Preliminary & Final Subdivision Plat

Submitted By: Bethany Grubbs, Planner III

Executive Summary: An application for approval of a subdivision plat for a project known as Gatlin Pointe. The proposed replat reconfigures Lots 12 through 32 into four (4) lots. The proposed replat creates four (4) tracts for future development and establishes a cross-access easement. The collective properties are located to the southwest of the intersection of SW Gatlin Boulevard and SW East Calabria Circle.

Presentation Information: Staff may provide a presentation.

Staff Recommendation: Move that the Board recommend approval of the preliminary and final subdivision plat as recommended by the Site Plan Review Committee.

Alternate Recommendations:

1. Move that the Board amend the recommendation and recommend approval of the plat.
2. Move that the Board not recommend approval.

Background: See attached staff report.

Issues/Analysis: See attached staff report.

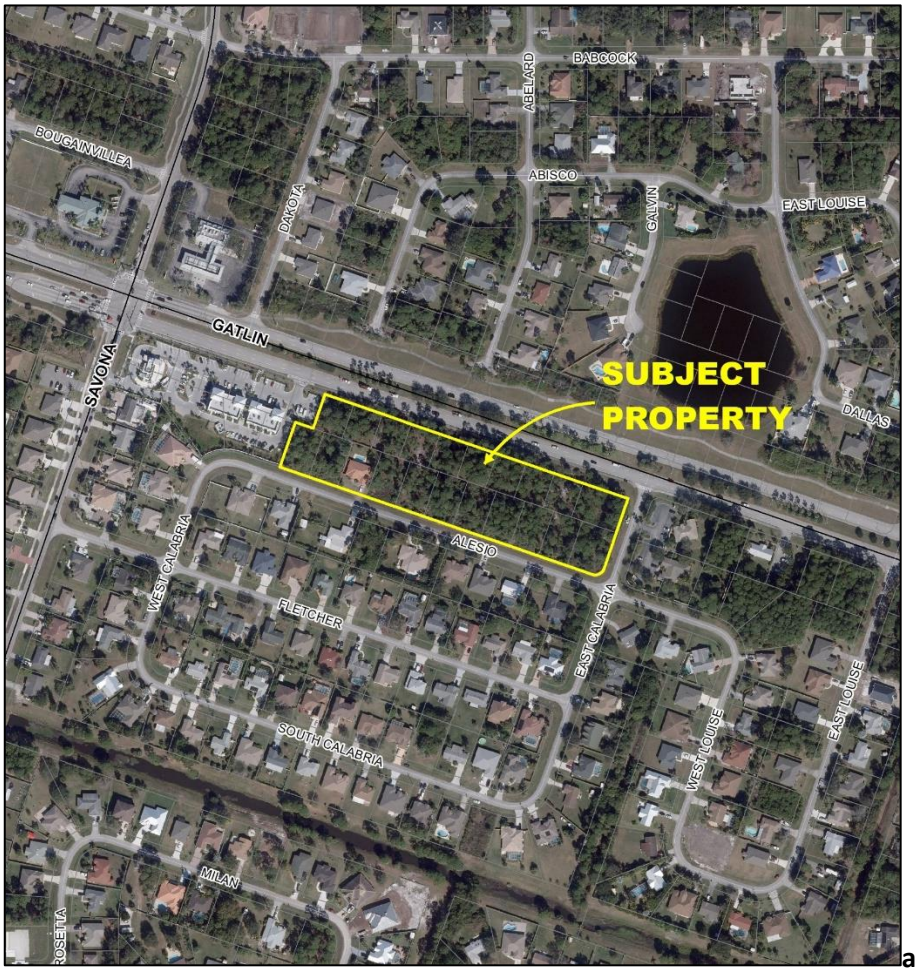
Special Consideration: See attached staff report.

Location of Project: Located to the southwest of the intersection of SW Gatlin Boulevard and SW East Calabria Circle.

Attachments:

1. Staff Report
2. Subdivision Plat
3. Warranty Deeds
4. Owner's Authorization
5. Staff Presentation

Gatlin Pointe
Preliminary & Final Subdivision Plat
P22-012



Project Location Map

SUMMARY

Applicant's Request:	To replat Lots 12 through 32, Block 1388, Port St. Lucie Section Fourteen
Applicant:	Jose Chaves, Storybook Holdings, LLC
Property Owner:	Gatlin Pointe 18, LLC
Location:	Located to the southwest of the intersection of SW Gatlin Boulevard and SW East Calabria Circle
Project Planner:	Bethany Grubbs, Planner III

Project Description

Jose Chavez of Storybook Holdings, LLC, acting as the agent for Gatlin Pointe 18, LLC, has submitted an application for approval of a subdivision plat for a project known as Gatlin Pointe. The proposed replat reconfigures Lots 12 through 32 into four (4) lots. The proposed replat creates four (4) tracts for future development and establishes a cross-access easement. The collective properties are located to the southwest of the intersection of SW Gatlin Boulevard and SW East Calabria Circle.

Previous Actions and Prior Reviews

The Site Plan Review Committee recommended approval of the proposed preliminary and final subdivision plat at the January 26, 2022 Site Plan Review Committee meeting.

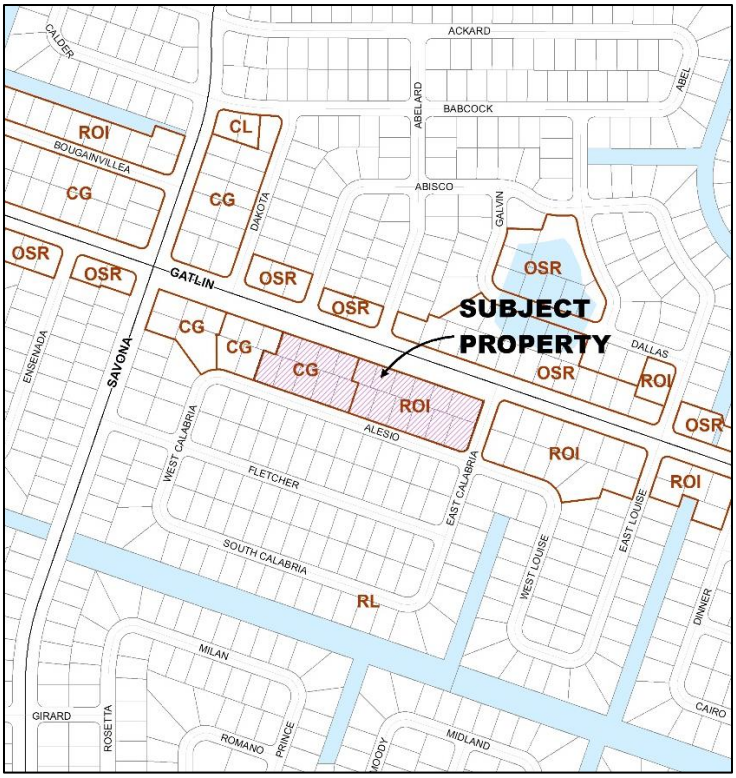
Location and Site Information

Parcel ID No(s).	3420-565-1126-000-1 3420-565-1127-000-8 3420-565-1128-000-5 3420-565-1129-000-2 3420-565-1130-000-2 3420-565-1110-000-6 3420-565-1111-000-3 3420-565-1112-000-0 3420-565-1114-000-4	3420-565-1115-000-1 3420-565-1116-000-8 3420-565-1118-000-2 3420-565-1120-000-9 3420-565-1121-000-6 3420-565-1122-000-3 3420-565-1123-000-0 3420-565-1124-000-7 3420-565-1125-000-4
Property Size:	4.41 acres	
Legal Description:	A portion of Lots 12 through 21 and all of Lots 22 through 32, Block 1388, Port St. Lucie Section Fourteen	
Existing Future Land Use:	ROI and CG	
Existing Zoning:	LMD and RS-2 (pending rezoning to CG)	
Existing Use:	Vacant with one single-family residence	
Proposed Use:	Commercial shopping center including drive-through service	

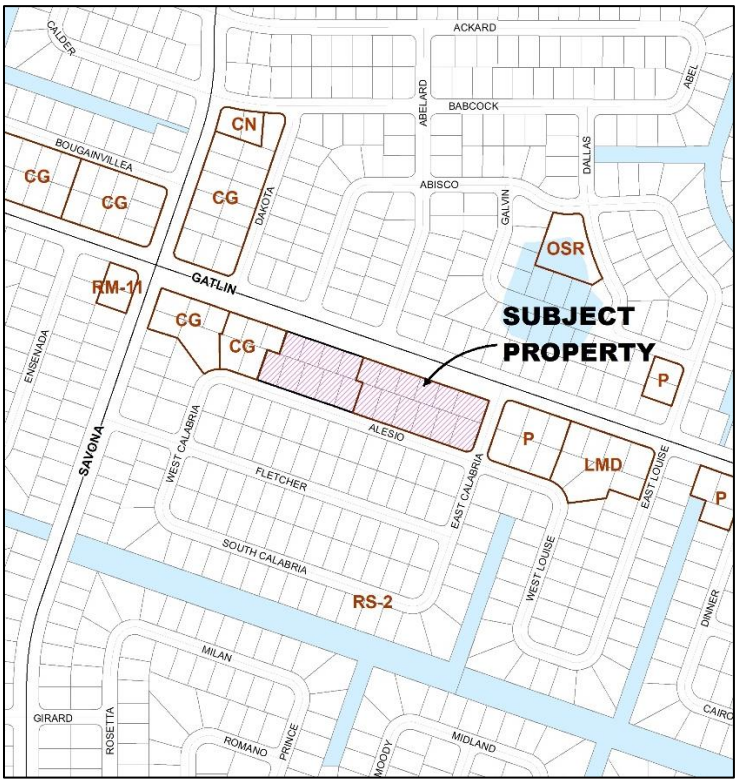
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	OSR	RS-2	Open Space, Single-Family Residences
South	RL	RS-2	Single-Family Residences
East	ROI	P	Office Building
West	CG	CG	Commercial Shopping Center

OSR – Open Space Recreation, RS-2-Single-Family Residential, RL-Low Density Residential, ROI – Residential, Office, Institutional, P – Professional, CG – General Commercial



Future Land Use Map



Zoning Map

IMPACTS AND FINDINGS

CONCURRENCY REVIEW (CHAPTER 160)

The project has been reviewed for compliance with Chapter 160, City Code regarding the provision of adequate public facilities and documented as follows:

Sanitary Sewer and Potable Water Facilities	Sewer/water will be provided by Port St. Lucie Utility Systems Department. A developer's agreement with the City Utilities Department, which is consistent with the adopted level of service, is required prior to the issuance of building permits.
Traffic Circulation	Public Works staff has reviewed and recommended approval of the project's internal and external conditions for transportation concurrency and level of service.
Parks and Recreation Facilities	Not applicable
Stormwater Management Facilities	The development of the property will meet all applicable stormwater management regulations at the issuance of permits for development.
Solid Waste	Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available.
Public School Concurrency Analysis	Not applicable

NATURAL RESOURCE PROTECTION (CHAPTER 157)

The project has been reviewed for compliance with the requirements of Chapter 157, Natural Resource Protection Code and documented as follows:

Native Habitat/Tree Protection: No wetlands are present on site. When native upland habitat exists on the property, a minimum of twenty-five (25) percent of the total native upland habitat on site shall be preserved. Preservation and/or mitigation will be addressed at the time of site plan approval.

Wildlife Protection: Per Section 157.06(B), a site survey for gopher tortoises shall be conducted on all upland properties. The site shall be evaluated for any resident wildlife prior to building. If any listed species are present on the site, the applicant will be required to obtain a permit from the Florida Department of Environmental Protection prior to development.

OTHER

Fire District: The access location (external and internal) has been reviewed by the Fire District for safety purposes.

Public Art (Chapter 162): On September 12, 2022, City Council approved an on-site sculpture for the site plan associated with the Phase 1 site plan(P20-239). The applicant will be required to satisfy the remaining public art requirements upon approval of a site plan for Phase 2.

Related Project

P22-037	Comprehensive Plan Amendment request to amend the Future Land Use from ROI (Residential Office, and Institutional) to CG (General Commercial).
P21-258	Special Exception Use request to allow drive-through services in the CG (General Commercial) zoning district.
P21-236	A Rezoning from RS-2 and LMD to CG for Portions of Lots 12, 13, 14, 15, 16, 17 and 27 and all of Lots 28, 29, 30, 31 and 32.
P20-239	Major Site Plan application for two 10,400 square-foot commercial/office buildings.

STAFF RECOMMENDATION

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the City's Land Development Regulations and policies of the Comprehensive Plan.

The Site Plan Review Committee recommended approval of the Gatlin Pointe Preliminary and Final Subdivision Plat at their meeting on January 26, 2022.

GATLIN POINTE

BEING A REPLAT OF LOTS 12 THROUGH 32 INCLUSIVE, BLOCK 1388, OF THE PLAT OF PORT ST. LUCIE SECTION FOURTEEN, AS RECORDED IN PLAT BOOK 13, PAGE 5, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK _____
PAGE _____
DOCKET NO._____

LEGAL DESCRIPTION

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

LOTS 12, 14, 15, 18 AND 19, LESS THE NORTH 30 FEET, RESPECTIVELY, BY STIPULATED ORDER OF TAKING AND FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 1487, PAGE 2697; SOUTH 95 FEET OF LOTS 16 AND 17; SOUTH 95 FEET OF LOTS 20 AND 21; LOTS 22, 23, 24, 25, 26 AND 27; LOTS 31 AND 32, ALL IN BLOCK 1388, PORT ST. LUCIE SECTION FOURTEEN, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGES 5, 5A THROUGH 5F, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

THE SOUTH 95 FEET OF LOT 13; ALL OF LOTS 28 AND 29, BLOCK 1388, PORT ST. LUCIE SECTION FOURTEEN, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE(S) 5, 5A THROUGH 5F, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

LOT 30, BLOCK 1388, PORT ST. LUCIE SECTION FOURTEEN, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE(S) 5, 5A THROUGH 5F, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 4.41 ACRES, MORE OR LESS.

CERTIFICATE OF OWNERSHIP & DEDICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE
CITY OF PORT ST. LUCIE

GATLIN POINTE 18 LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN AS "GATLIN POINTE", BEING IN ST. LUCIE COUNTY, FLORIDA, HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

1. THE UTILITY EASEMENTS AS SHOWN HEREON ARE UTILITY EASEMENTS WHICH ARE HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE ("CITY"), ITS SUCCESSORS, AGENTS, EMPLOYEES, CONTRACTORS, DESIGNEES AND ASSIGNS, FOR ACCESS TO, OPERATION, MODIFICATIONS, INSTALLATION OF OR MAINTENANCE OF, PUBLIC UTILITIES FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER AND WASTEWATER LINES, APPURTENANT FACILITIES, AND EQUIPMENT. THERE SHALL BE NO OTHER PUBLIC OR PRIVATE UTILITY FACILITIES INSTALLED IN, ON, OVER, UNDER, OR ACROSS THE EASEMENT AREA WITHOUT THE CITY'S WRITTEN PERMISSION. THERE SHALL BE NO IMPROVEMENTS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LANDSCAPING CONSTRUCTED WITHIN THE BOUNDARIES OF THE EASEMENT AREA WHICH WOULD RESTRICT THE OPERATION AND MAINTENANCE OF, OR WHICH MAY IN ANY MANNER RESULT IN HARM TO THE CITY'S FACILITIES. THE OWNER(S) OF LOT 1, THEIR SUCCESSORS OR ASSIGNS, SHALL OWN, MAINTAIN, REPAIR AND REPLACE ANY PERMITTED IMPROVEMENTS OVER THE UTILITY EASEMENT, WHICH ARE NOT PRECLUDED BY THE FOREGOING, WHICH MAY BE DAMAGED OR DESTROYED BY THE CITY, ITS SUCCESSORS OR ASSIGNS, DESIGNEES OR CONTRACTORS IN THE CONSTRUCTION, OPERATION, MAINTENANCE OF, OR ACCESS TO, THE CITY'S FACILITIES. THE CITY, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO REQUIRE THE REMOVAL OF ANY IMPROVEMENTS, WHICH ARE CONSTRUCTED IN VIOLATION OF THE CONDITIONS SET FORTH ABOVE. IF VIOLATING IMPROVEMENTS ARE NOT REMOVED UPON REQUEST, THE CITY, ITS SUCCESSORS OR ASSIGNS, DESIGNEES OR CONTRACTORS WILL REMOVE SAID IMPROVEMENTS WITHOUT LIABILITY OR RESPONSIBILITY THEREFORE. THE CITY OF PORT ST. LUCIE SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS OF SAID EASEMENT EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY OF PORT ST. LUCIE.
2. THE LIFT STATION EASEMENT SHOWN HEREON, IS A UTILITY EASEMENT WHICH IS HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO, AND THE INSTALLATION AND MAINTENANCE OF, PUBLIC UTILITY FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. THERE SHALL BE NO OTHER PUBLIC OR PRIVATE UTILITY FACILITIES INSTALLED IN, ON, OVER, UNDER, OR ACROSS THE EASEMENT AREA WITHOUT THE CITY'S WRITTEN PERMISSION. THERE SHALL BE NO IMPROVEMENTS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LANDSCAPING CONSTRUCTED WITHIN THE BOUNDARIES OF THE EASEMENT AREA WHICH WOULD RESTRICT THE OPERATION AND MAINTENANCE OF, OR WHICH MAY IN ANY MANNER RESULT IN HARM TO, THE CITY'S FACILITIES. GATLIN POINTE 18, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND THE SUCCESSOR-OWNERS OF THE UNDERLYING REAL PROPERTY, SHALL OWN, MAINTAIN, REPAIR AND REPLACE ANY PERMITTED IMPROVEMENTS OVER THE UTILITY EASEMENT, WHICH ARE NOT PRECLUDED BY THE FOREGOING, WHICH MAY BE DAMAGED OR DESTROYED BY THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS OR ASSIGNS, DESIGNEES OR CONTRACTORS IN THE OPERATION, MAINTENANCE OF, OR ACCESS TO, THE CITY'S FACILITIES. THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO REQUIRE THE REMOVAL OF ANY IMPROVEMENTS, WHICH ARE CONSTRUCTED IN VIOLATION OF THE CONDITIONS SET FORTH ABOVE. IN THE EVENT, SUCH VIOLATING IMPROVEMENTS ARE NOT REMOVED UPON REQUEST, THEY SHALL BE SUBJECT TO REMOVAL BY THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS OR ASSIGNS, DESIGNEES OR CONTRACTORS WITHOUT LIABILITY OR RESPONSIBILITY THEREFORE. THE CITY OF PORT ST. LUCIE SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS OF SAID EASEMENT EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY OF PORT ST. LUCIE.
3. THE INGRESS/EGRESS EASEMENT, AS SHOWN HEREON, IS HEREBY DEDICATED FOR INGRESS AND EGRESS PURPOSES, FOR THE BENEFIT OF LOTS 1, 2, 3, AND 4, AND THE OWNERS OF SAID LOTS, AND THEIR SUCCESSORS AND ASSIGNS. AN EASEMENT OVER AND UNDER SAID INGRESS AND EGRESS EASEMENT, AS SHOWN HEREON, IS ALSO DEDICATED IN FAVOR OF THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND ASSIGNS, FOR THE CITY OF PORT ST. LUCIE SERVICE AND EMERGENCY VEHICLES. THE CITY OF PORT ST. LUCIE SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN THE INGRESS AND EGRESS EASEMENT.

IN WITNESS WHEREOF, THE ABOVE NAMED GATLIN POINTE 18 LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS AUTHORIZED SIGNATORY, THIS _____ DAY OF _____, 20___.

GATLIN POINTE 18 LLC, A FLORIDA LIMITED LIABILITY COMPANY

_____

PRINT NAME: _____, POSITION: _____

_____ _____
WITNESS SIGNATURE WITNESS SIGNATURE

_____ _____
PRINTED NAME PRINTED NAME

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20___, BY _____, THE _____ OF GATLIN POINTE 18 LLC, WHO ☐ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY SIGNATURE
PRINT NAME: _____
NOTARY PUBLIC
STATE OF _____ AT LARGE
MY COMMISSION EXPIRES: _____

MORTGAGEE'S JOINDER AND CONSENT

STATE OF _____
COUNTY OF _____

_____, ("MORTGAGEE"), THE OWNER AND HOLDER OF THAT CERTAIN MORTGAGE DATED THE _____ DAY OF _____, 20___, IN OFFICIAL RECORDS BOOK _____, PAGE _____, IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, DOES HEREBY CONSENT TO THE DEDICATIONS HEREON AND DOES SUBORDINATE ITS MORTGAGE TO SUCH DEDICATIONS.

LENDER: _____ WITNESS

BY: _____ _____

PRINT NAME: _____ _____
PRINTED NAME

POSITION: _____ _____

[CORPORATE SEAL] _____
PRINTED NAME

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20___, BY _____, THE _____ OF _____, WHO ☐ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY SIGNATURE
PRINT NAME: _____
NOTARY PUBLIC
STATE OF _____ AT LARGE
MY COMMISSION EXPIRES: _____

TITLE CERTIFICATION

STATE OF _____
COUNTY OF _____

I, THE UNDERSIGNED, SEYMOUR N. SINGER AN ATTORNEY AS DULY LICENSED IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT, AS OF THE _____ DAY OF _____, 20___:

(1) THE RECORD TITLE TO THE LAND AS DESCRIBED AND SHOWN HEREON IS IN THE NAME OF GATLIN POINTE 18 LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE ENTITY EXECUTING THE DEDICATION.

(2) THERE IS A MORTGAGE OF RECORD, ENCUMBERING THE LAND DESCRIBED HEREIN, BEING THAT CERTAIN MORTGAGE HELD BY _____, AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

(3) THAT ALL COUNTY TAXES AND ASSESSMENTS ARE PAID TO DATE.

(4) PURSUANT TO FLORIDA STATUTE 197.192, ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 20___.

(5) NO CONFLICTING RIGHTS-OF-WAY, EASEMENTS OR PLATS EXIST.

DATED THIS ___ DAY OF _____, 20___.

SIGNED: _____
SEYMOUR N. SINGER, ESQ.
SEYMOUR N. SINGER P.A.
7401 WILES ROAD, SUITE 230
CORAL SPRINGS, FL 33067
FLORIDA BAR NUMBER 352373

APPROVAL OF CITY COUNCIL

STATE OF FLORIDA
COUNTY OF ST. LUCIE, CITY OF PORT ST. LUCIE

IT IS HEREBY CERTIFIED THAT THIS PLAT OF "GATLIN POINTE", HAS BEEN OFFICIALLY APPROVED FOR RECORD, BY THE CITY COUNCIL, OF THE CITY OF PORT ST. LUCIE, FLORIDA AND AND THAT ALL DEDICATIONS HEREIN TO THE CITY OF PORT ST. LUCIE ARE ACCEPTED, THIS _____ DAY OF _____, 20___.

CITY OF PORT ST. LUCIE

_____ _____
SALLY WALSH, CITY CLERK SHANNON M. MARTIN, MAYOR

CLERK'S RECORDING CERTIFICATE

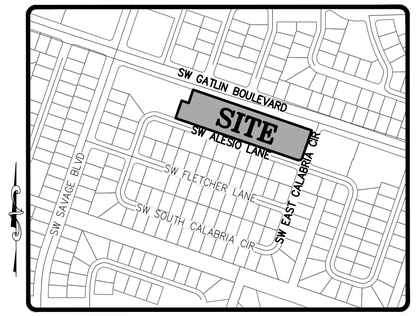
STATE OF FLORIDA
COUNTY OF ST. LUCIE

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

_____, PAGE(S) _____, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA,

THIS _____ DAY OF _____, 20___.

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



SITE MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, MICHAEL T. OWEN, DO HEREBY CERTIFY THAT (A) THIS PLAT OF GATLIN POINTE IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; (B) SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; (C) ALL PERMANENT REFERENCE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ADHERE TO THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND (D) THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF PORT ST. LUCIE AND ST. LUCIE COUNTY, FLORIDA.

DATED THIS _____ DAY OF _____, 20___.

SEAL
SURVEYOR

_____
MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5556
EDC, INC. LB#8098
10250 SW VILLAGE PARKWAY
PORT ST. LUCIE, FLORIDA 34987

NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN IT'S GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE CENTERLINE OF ALESIO LANE, A 60.00-FOOT-WIDE RIGHT-OF-WAY. SAID CENTERLINE HAS A BEARING OF NORTH 71°01'27" WEST.
4. PLAT CONTAINS 4.41 ACRES, MORE OR LESS.
5. ALL TRACT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177, F.S.
6. THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF PORT ST. LUCIE.

SEAL
CLERK OF THE COURT

SEAL
CITY OF PORT SAINT LUCIE

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

ENGINEERS ◔ SURVEYORS ◔ ENVIRONMENTAL

PORT SAINT LUCIE
10250 SW VILLAGE PARKWAY SUITE 201
PORT SAINT LUCIE, FL 34987
☎ 772-340-4990
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

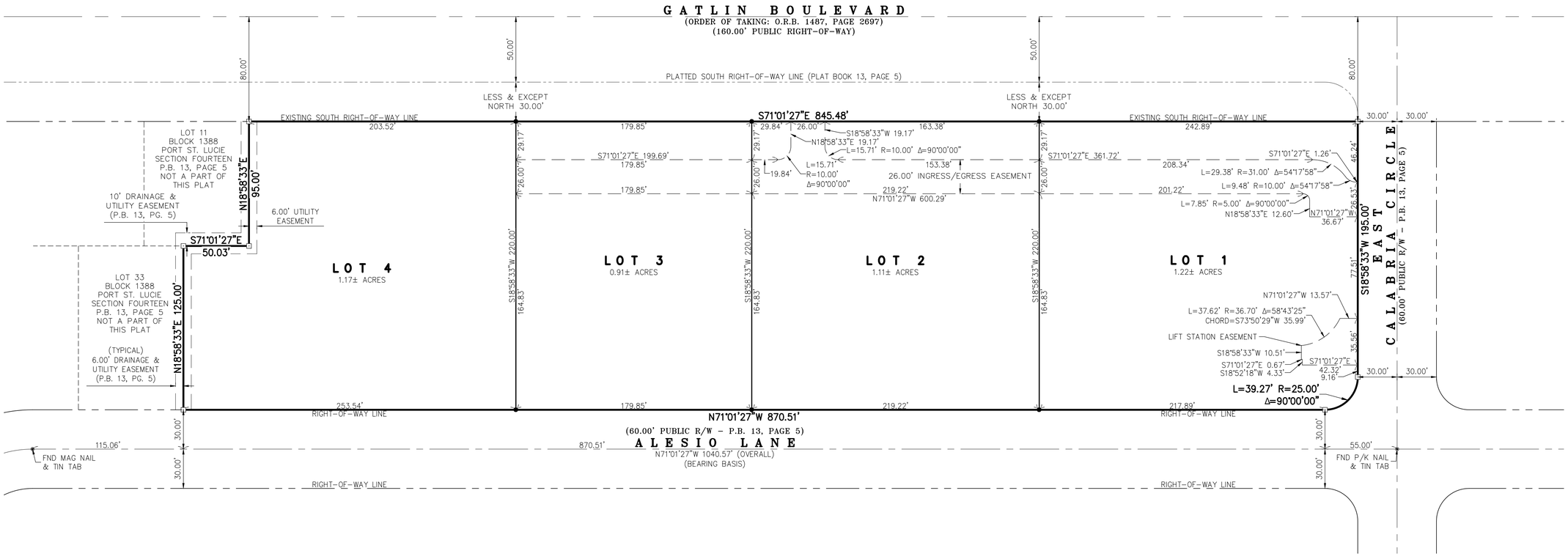
EDC PROJECT #20-260
CITY OF PORT ST. LUCIE
PROJECT NO. P22-012
PSLUSD FILE NO. 5381

Z:\EDC-2020\20-260 - BandB Capital - 10 Gatlin Lots\SURVEY\Dwg - PDF\Plat\20-260 Plat (10-18-22).dwg, 10/18/2022 9:49 AM

GATLIN POINTE

BEING A REPLAT OF LOTS 12 THROUGH 32 INCLUSIVE, BLOCK 1388, OF THE PLAT OF PORT ST. LUCIE SECTION FOURTEEN, AS RECORDED IN PLAT BOOK 13, PAGE 5, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK _____
PAGE _____
DOCKET NO._____



LEGEND

- ⊡ INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT SET 5/8" IRON ROD & CAP STAMPED "PRM LB 8098" UNLESS OTHERWISE NOTED
- ◉ INDICATES (P.C.P.) PERMANENT CONTROL POINT SET STAMPED "PCP LB 8098" UNLESS OTHERWISE NOTED
- • INDICATES TRACT CORNER 5/8" IRON & CAP STAMPED "LB 8098"

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
LS.	LAND SURVEYOR
L.B.	LICENSED BUSINESS
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
FD	FOUND
IR&C	5/8" IRON ROD & CAP
CM	CONCRETE MONUMENT
IR	IRON ROD
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
B.E.	BUFFER EASEMENT
U.E.	UTILITY EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
I.E.E.	INGRESS/EGRESS EASEMENT
REC.	RECREATION TRACT

NGS	NATIONAL GEODETIC SURVEY
L.B.T.	LANDSCAPE BUFFER TRACT
L.S.E.	LIFT STATION EASEMENT
O.S.T.	OPEN SPACE TRACT
W.M.T.	WATER MANAGEMENT TRACT
R/W	RIGHT-OF-WAY
(NR)	NON-RADIAL
(D)	DEED DISTANCE
(C)	CALCULATED DISTANCE
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
S.P.C.	STATE PLANE COORDINATE
S.F.	SQUARE FEET
CCR	CERTIFIED CORNER RECORD
Δ/D	CURVE CENTRAL ANGLE/DELTA
R	RADIUS
L	CURVE LENGTH
CB	CHORD BEARING
CD	CHORD DISTANCE

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

NORTH

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

ENGINEERS ◔ SURVEYORS ◔ ENVIRONMENTAL
PORT SAINT LUCIE
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EDC PROJECT #20-260
CITY OF PORT ST. LUCIE
PROJECT NO. P22-012
PSLUSD FILE NO. 5381

Z:\EDC-2020\20-260 - Bandit Capital - 10 Gatlin Lots\SURVEY\Dwg - PDF\Plat\20-260 Plat (10-18-22).dwg, 10/18/2022 9:49 AM

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4922628 OR BOOK 4683 PAGE 1538, Recorded 09/13/2021 04:22:11 PM Doc Tax: $10500.00

This instrument prepared by:
Seymour N. Singer, Esq.
Seymour N. Singer, P.A.
7401 Wiles Road, Suite 230
Coral Springs, Florida 33067
(954) 509-3807

Property Appraisers Parcel ID Numbers:

3420-565-1110-000-6; 3420-565-1112-000-0; 3420-565-1114-000-4;
3420-565-1115-000-1; 3420-565-1116-000-8; 3420-565-1118-000-2;
3420-565-1120-000-9; 3420-565-1121-000-6; 3420-565-1122-000-3;
3420-565-1123-000-0; 3420-565-1124-000-7; 3420-565-1125-000-4
3420-565-1129-000-2 and 3420-565-1130-000-2

WARRANTY DEED

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, and all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural wherever the context so admits or requires.)

THIS INDENTURE, made this 8 day of SEPTEMBER., A.D. 2021, **G. CALLAS HOLDINGS, LLC**, a Florida limited liability company, whose post office address is: 3720 NE 209 Terrace, Aventura, FL 33180 (party of the first part), and **GATLIN POINTE 18 LLC**, a Florida limited liability company, whose post office address is 800 SE 4 Ave, Suite 804, Hallandale Beach, FL 33009 (party of the second part).

WITNESSETH, That the said party of the first part, in consideration of the sum of Ten and 00/100 Dollars ($10.00), to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its heirs, successors, and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to-wit:

> Lots 12, 14, 15, 18 and 19, LESS the North 30 feet, respectively, by Stipulated Order of Taking and Final Judgment recorded in Official Records Book 1487, Page 2697; South 95 feet of Lots 16 and 17; South 95 feet of Lots 20 and 21; Lots 22, 23, 24, 25, 26 and 27; Lots 31 and 32, all in Block 1388, PORT ST. LUCIE SECTION FOURTEEN, according to the map or plat thereof, as recorded in Plat Book 13, Pages 5, 5A through 5F, of the Public Records of St. Lucie County, Florida.

SUBJECT TO: Easements, restrictions, covenants and reservations of record, if any, without intent to reimpose any of the same, and taxes for the year 2021 and subsequent years, not yet due and payable.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Print Name: Brigitte J. Pascual

Mariangela Zavala

Print Name: Mariangela Zavala

SELLER:

G. CALLAS HOLDINGS, LLC, a Florida limited liability company

By: George Callas
GEORGE CALLAS, Manager

STATE OF FLORIDA)
: §§
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 8th day of September, 2021 by GEORGE CALLAS, Manager of G. CALLAS HOLDINGS, LLC, a Florida limited liability company, on behalf of the company, who [ ] is personally known to me or who [✓] has produced Florida Identification Card as identification.

[NOTARY SEAL]

BRIGGITTE J PASCUAL
Notary Public – State of Florida
Commission # GG 157899
My Comm. Expires Nov 5, 2021

NOTARY PUBLIC, State of Florida
Print Name: Brigitte J. Pascual
My Commission Expires: Nov. 5, 2021

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4971371 OR BOOK 4745 PAGE 287, Recorded 12/27/2021 03:32:48 PM Doc Tax: $0.70

This instrument prepared by:
Seymour N. Singer, Esq.
Seymour N. Singer, P.A.
7401 Wiles Road, Suite 230
Coral Springs, Florida 33067

Property Appraisers Parcel ID Numbers:

3420-565-1110-000-6
3420-565-1111-000-3
3420-565-1112-000-0
3420-565-1126-000-1
3420-565-1127-000-8
3420-565-1128-000-5
3420-565-1129-000-2
3420-565-1130-000-2

WARRANTY DEED

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, and all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural wherever the context so admits or requires.)

THIS INDENTURE made this 23rd day of December, A.D. 2021 by and between **GATLIN POINTE 26 LLC**, a Florida limited liability company, whose post office address is: 800 SE 4 Avenue, Suite 804, Hallandale Beach, FL 33009 (party of the first part), and **GATLIN POINTE 18 LLC**, a Florida limited liability company, whose post office address is: 800 SE 4 Avenue, Suite 804, Hallandale Beachpo, FL 33009 (party of the second part).

WITNESSETH, That the said party of the first part, in consideration of the sum of Ten and 00/100 Dollars ($10.00), to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its heirs, successors, and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to-wit:

> Lots 12, 14 and 15, LESS the North 30 feet, respectively, by Stipulated Order of Taking and Final Judgment recorded in Official Records Book 1487, Page 2697; and Lots 31 and 32, all in Block 1388, PORT ST. LUCIE SECTION FOURTEEN, according to the map or plat thereof, as recorded in Plat Book 13, Pages 5, 5A through 5F, of the Public Records of St. Lucie County, Florida; and
>
> The South 95 feet of Lot 13; All of Lots 28 and 29, Block 1388, PORT ST. LUCIE SECTION FOURTEEN, according to the Plat thereof recorded in Plat Book 13, Page(s) 5, 5A through 5F, of the Public Records of St. Lucie County, Florida; and
>
> Lot 30, Block 1388, of PORT ST. LUCIE SECTION FOURTEEN, according to the Plat thereof recorded in Plat Book 13, Pages 5, 5A through F, of the Public Records of St. Lucie County, Florida.

NOTICE TO RECORDER: This conveyance is not subject to documentary stamp tax as it represents a conveyance of unencumbered property from the Grantor to a limited liability company which is owned by the same members in the same interests as the Grantor.

SUBJECT TO: Easements, restrictions, covenants and reservations of record, if any, without intent to reimpose any of the same, and taxes for the year 2021 and subsequent years, not yet due and payable.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Print Name: SEYMOUR W. SINGER

Print Name: Jennifer L. HANSEN

GATLIN POINTE 26 LLC, a Florida limited liability company

By: _____

Print Name: FREDDY BOULTON

Title: Manager

STATE OF FLORIDA)
) §§
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of [_X_] physical presence or [___] online notarization, this 23RD day of December, 2021 by FREDDY BOULTON, Manager of GATLIN POINTE 26 LLC, a Florida limited liability company, on behalf of the company, who [_X_] is personally known to me or who [___] has produced _____ as identification.

[NOTARY SEAL]

NOTARY PUBLIC, State of Florida

Print Name: _____

My Commission Expires: _____

Notary Public State of Florida
Jennifer Leigh Hansen
My Commission
HH 167502
Exp. 9/28/2025

Re: Gatlin Pointe Phase II
Parcel IDs: 3420-565-1126-000-1; 3420-565-1127-000-8;
3420-565-1128-000-5; 3420-565-1129-000-2;
3420-565-1130-000-2; 3420-565-1110-000-6;
3420-565-1111-000-3; 3420-565-1112-000-0;
(Includes portion of parcels from Gatlin Pointe Phase I as described by Sketch and Description signed and sealed by Engineers Design and Construction (EDC) Inc. dated 01/28/2022)

I, Izak Benaim, hereby authorize StoryBook Holdings, LLC to apply for and obtain permits from County/City Government, Water Management District, Florida Department of Environmental Protection, Florida Department of Transportation, Army Corps of Engineers and any other municipality or regulatory entity requiring permits be issued for the parcels described above on behalf of Gatlin Pointe 18, LLC.

Owner Signature — Date: 01/29/2022

Print Name: Izak Benaim

Print Title: Member

Sworn to and subscribed before me this 28 day of January, 2022, by Izak Benaim He/She is personally known to me or has produced identification. Type of identification _____.

Notary Public Signature

Name: Judelys Viquez
Commission No: 148935
Commission Expires: 07/5/2025

NOTARY PUBLIC STATE OF FLORIDA
Expires 07/05/2025
Judelys Viquez
My Commission # HH 148935

Gatlin Pointe

Preliminary and Final Subdivision Plat

Project No. P22-012

Planning and Zoning Board
January 3, 20
Bethany L. Grubbs, Planner III

Request Summary

Applicant: Jose Chaves, Storybook Holdings

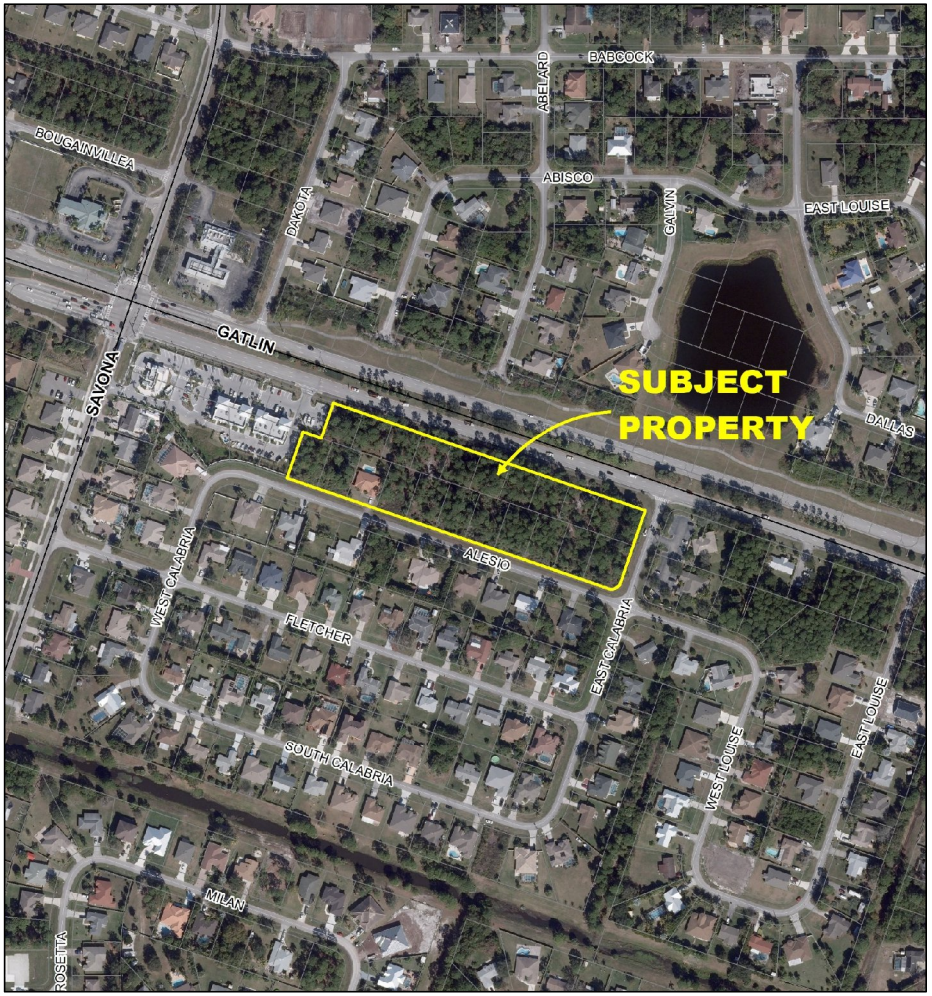
Property Owner: Gatlin Pointe 18, LLC

Request: To replat Lots 12 through 32 , Block 1388, Port St. Lucie Section Fourteen and establish cross-access easements.

Aerial

Surrounding uses

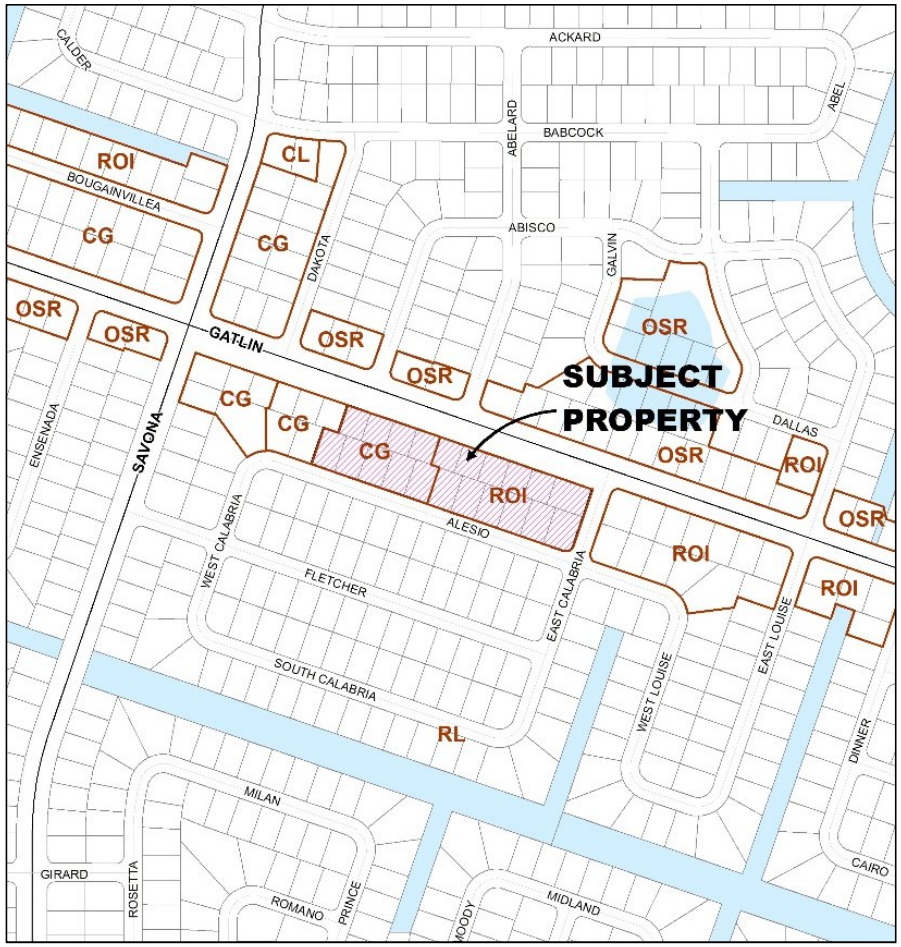
Direction	Future Land Use	Zoning	Existing Use
North	OSR	RS-2	Open Space, Single-Family Residences
South	RL	RS-2	Single-Family Residences
East	ROI	P	Office Building
West	CG	CG	Commercial Shopping Center



Land Use

ROI (Residential, Office, Institutional)
CG (General Commercial)

Direction	Future Land Use	Zoning	Existing Use
North	OSR	RS-2	Open Space, Single-Family Residences
South	RL	RS-2	Single-Family Residences
East	ROI	P	Office Building
West	CG	CG	Commercial Shopping Center

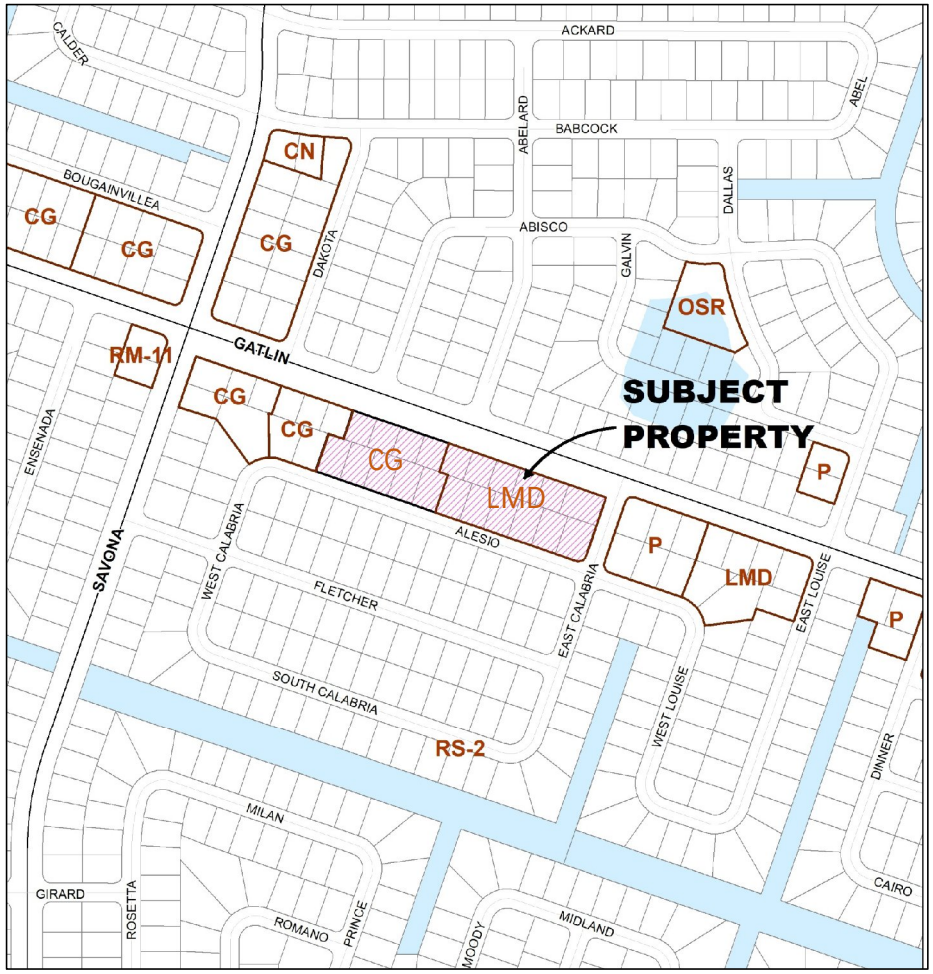


Zoning

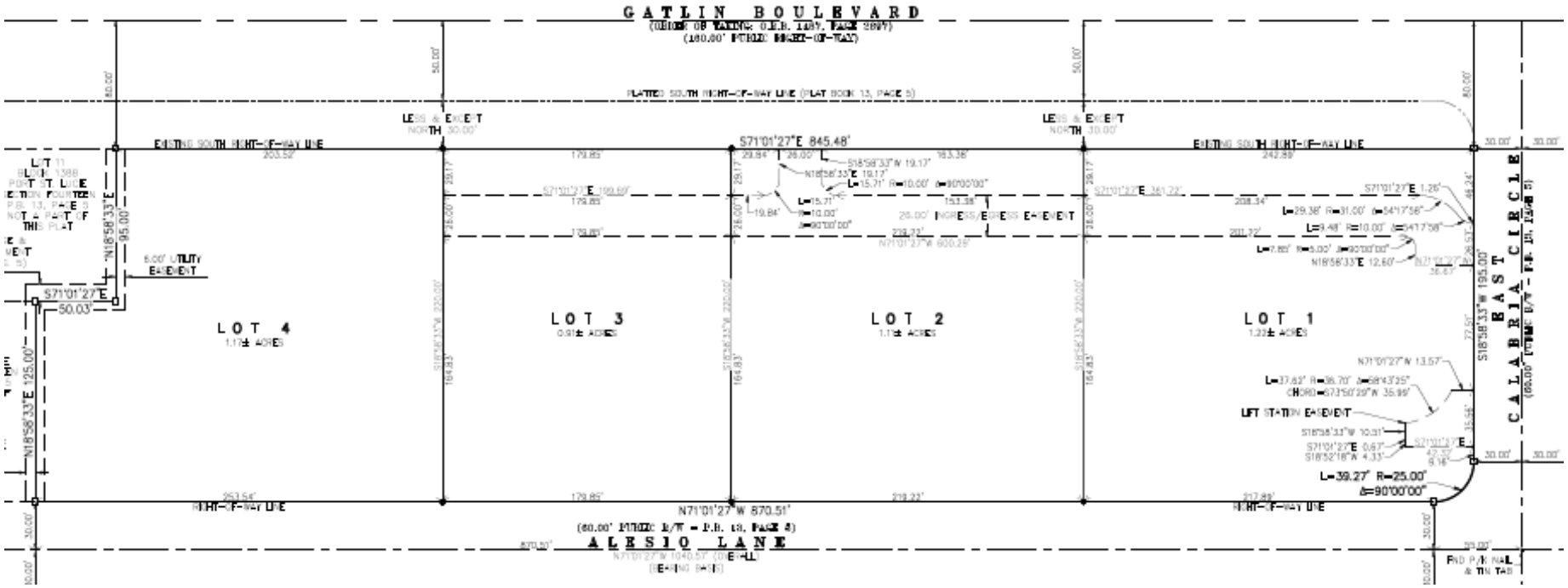
LMD (Limited Mixed Use District)

CG (General Commercial) *pending rezoning*

Direction	Future Land Use	Zoning	Existing Use
North	OSR	RS-2	Open Space, Single-Family Residences
South	RL	RS-2	Single-Family Residences
East	ROI	P	Office Building
West	CG	CG	Commercial Shopping Center



Subdivision Plat



Concurrency Review

Sanitary Sewer and Potable Water Facilities	The City of Port St. Lucie Utility Systems Department will provide water and sewer service. A developer's agreement with the City Utilities Department, that is consistent with the adopted level of service, is required prior to issuance of building permits.
Traffic Circulation	Public Works staff has reviewed and recommended approval of the project internal and external conditions for transportation concurrency and level of service.
Parks and Recreation Facilities	Not applicable.
Stormwater Management Facilities	The development of the lots will meet all applicable stormwater management regulations at the issuance of permits for development.
Solid Waste	Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available.
Public School Concurrency Analysis	Not applicable.

Recommendation

Site Plan Review Committee recommended approval at their meeting on January 26, 2022.

"A City for All Ages"

Agenda Summary

2023-018

Agenda Date: 1/3/2023 **Agenda Item No.:** 7.a

Placement: Public Hearing - Non Quasi Judicial

Action Requested: Motion / Vote

P22-334 Greenberg, Jared Chapter 158 - Zoning Code Text Amendment Application

This is a resident-initiated text amendment to Chapter 158 Zoning Code. Specifically, Section 158.073 Single-Family Residential Zoning District (RS-2) to include a new subsection named Empty lots uses.

Submitted By: Daniel Robinson, Planner III/Code Compliance Liaison

Executive Summary: This is a resident-initiated text amendment to Chapter 158 Zoning Code. Specifically, Section 158.073 Single-Family Residential Zoning District (RS-2) to include a new subsection named Empty lots uses. The subsection will provide permitted accessory uses as primary uses on single-family lots that do not have a principal structure. The request is intended to allow the applicant to continue the non-compliant use of his undeveloped RS-2 property within the City of Port St. Lucie.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Board recommend denial of the application.

Alternate Recommendations:

1. Move that the Board amend the recommendation and deny the request.
2. Move that the Board provide explanation of any other recommendation for the record.

Background: See attached Staff report.

Issues/Analysis: The Planning and Zoning Department finds the proposed text amendment not to be consistent with the intent and direction of the City's comprehensive plan. Staff is not in support of the text amendment proposed and recommends denial.

Special Consideration: N/A

Attachments:

- Staff report
- History Exhibit "A"
- History Exhibit "B"
- History Exhibit "C"
- Applicant Submittal - Cover Letter
- Application

- Applicant submittal - Justification
- Applicant submittal - 158.073 Zoning Text Amendment Request
- Applicant submittal - 715 SW Abode Ave - View from the road_12-02-22
- Staff presentation.

Greenberg, Jared
Chapter 158 Zoning Code
City of Port St. Lucie Text Amendment
P22-334

SUMMARY

Applicant's Request:	An update to Chapter 158 Zoning Code – Section 158.073
Applicant:	Jared Greenberg owner of property located at 715 SW Abode Avenue
Applicant Type:	Zoning Text Amendment to the City's Land Development Regulations
Project Planner:	Daniel Robinson, Planner III/Code Compliance Liaison

Project Description

This is a resident-initiated text amendment to Chapter 158 Zoning Code. Specifically, Section 158.073 Single-Family Residential Zoning District (RS-2) to include a new subsection named Empty lots uses. The subsection will provide permitted accessory uses as primary uses on single-family lots that do not have a principal structure. The request is intended to allow the applicant to continue the non-compliant use of his undeveloped RS-2 property within the City of Port St. Lucie.

Background and Analysis:

History – On February 14, 2018, Code Compliance reported open storage on a vacant single-family lot located at 715 SW Abode Avenue. The owner Mr. Greenberg was notified on February 15, 2018, of the violations and spoke with Code Compliance officer on February 20, 2018, to go over the City Ordinances and why he was in violation. See History Exhibit "A"

Mr. Greenberg submitted a variance application to the City of Port St. Lucie on August 17, 2018, requesting to use this empty lot for accessory uses such as storage without a primary structure. After review of the application the Planning Director notified Mr. Greenberg that the Zoning Code explicitly preludes the Planning and Zoning Board, or Zoning Administrator from granting requests for a variance to the permitted uses within a zoning district. The application was withdrawn, and the fee was returned. See History Exhibit "B"

On October 17, 2022, Mr Greenberg was notified of several violations on the property by the City's Code Compliance Department. Failure to comply with the requirements of the notice by the date of October 27, 2022, ensued a citation being issued by the Code Compliance Department on November 3, 2022. The Citation was specifically for the open storage on the property. See History Exhibit "C".

Mr. Greenberg submitted a zoning text amendment application on November 23, 2022.

Proposed Text Amendment – Mr Greenberg has proposed an amendment to Section 158.073 of the City of Port St. Lucie Code of Ordinances to amend the section to allow accessory uses for lots, without principal structures, as principal uses. The section proposed to be added is below:

(K) Empty lots uses:

1. *To park multiple utility trailers(s) greater than 20 ft in length.*
2. *To park multiple enclosed trailer(s) and greater than 20 ft in length.*
3. *To park multiple boat trailer(s), empty and with boats on them.*
4. *To park multiple wave runner trailer(s), empty and with wave runners on them.*
5. *Be allowed to have "open storage".*
6. *A shed/workshop, up to 1000 SQFT.*
7. *Allowed to fence along the property boundaries.*
8. *To park multiple Recreational vehicle(s).*

Analysis – Port St. Lucie Land Development Regulations does not permit accessory uses without a primary use per Article V - Residential District of Chapter 158 – Zoning Code.

- Section 158.217 Accessory Uses states "Accessory structures and uses are permitted in any zoning district in connection with any principal lawfully existing permitted use within that district…..".
- Sec. 158.216. - Fences and Privacy Walls (J) Fences on vacant residential lots, states fences shall only be permitted on a vacant residential lot/s when the vacant lot/s are adjacent to a lot that has an existing primary use.
- Section 70.01 – Parking Prohibitions (h)Parking of a vehicle shall be prohibited on any portion of an improved residential building site considered to be the front yard of that building site, except in the area specifically designed and constructed for such use. Construction may consist of a generally accepted impervious, semi-impervious, or other material clearly defining the parking area. However, parking shall be absolutely prohibited in the wide side of the front yard. The wide side of the front yard is identified as that portion of the front yard found to be forward of the outside front corners of the residential structure and that side of the driveway which yields the larger area for lawn and/or landscaping.
- Section 70.01 – Parking Prohibitions (i)No person shall stand or park a motor vehicle upon any federal, state, or local public right-of-way within the city or on any unimproved property for the principal purpose of:(1)Displaying a vehicle for sale,(2)Displaying any advertising, except by special use permit,(3)Selling merchandise from a vehicle, except in a duly established marketplace or when so authorized by special use permit from the city, or(4)Abandonment for more than 24 hours.
- Section 72.03 - Parking of commercial vehicles in residential zones restricts any individual to park or cause to be parked any commercial vehicle, bus, or heavy equipment in any residential zone or on any streets abutting lots so zoned. The exception to this requirement is if the vehicle is completely enclosed in a garage or similar type structure containing four walls and a roof.

The zoning code does not permit such use of property with the intent of discouraging blight and unattractive use of properties in the City.

Open storage or outside storage as a main or primary use of a lot is a use that is typically found in an industrial district where the accumulation of vehicles, and assorted items are more common and in keeping with the overall uses in the district. Permitting vacant RS-2 residential lots to be used for outside storage only would have a net negative impact on residential neighborhoods and the overall character of the City.

Changing the zoning code to the detriment of the City to legalize a code compliance violation is not in the best interests of the public health, safety and welfare and is not good planning. As such, Staff does not support this proposed zoning text amendment.

STAFF RECOMMENDATION

The Planning and Zoning Department finds the proposed text amendment not to be consistent with the intent and direction of the City's comprehensive plan. Staff is not in support of the text amendment proposed and recommends denial.

History Exhibit "A"
715 SW Abode Avenue
Code Case #18-01490

Code Officer Knaggs 2/14/2018 I found open storage including but not limited to barrels, tarps, cinderblocks, wood, a trampoline, a bench, pipes and other misc. items being stored on the vacant lot. I also found numerous boat trailers improperly parked on the vacant lot, a jet ski with expired registration displayed improperly parked on the vacant lot, more than one open trailer in a residential area, open trailers improperly parked on the vacant lot, and an oversized black enclosed trailer (exceeds 20 ft long) improperly parked on the vacant lot. Door hanger. A woman cracked open the door and stated that she was not the homeowner. I asked her if she lived at the home, and she stated that she did not. I left the door hanger on the door and asked the woman to have the homeowner give me a call. Photos on server. Rk

Code Officer Knaggs 2/15/2018 Left message for Jared Greenberg (352-514-6424) @ 10:50 a.m. Rk

Code Officer Knaggs 2/20/2018 On Feb 20, 2018, at 9:05 AM, Rachel Knaggs <rknaggs@cityofpsl.com> wrote:
Jared,
I received your message, and I returned your call on 2/15/18 at 10:50 a.m. Since there was no answer at that time, I left a message. The phone number I have for you is 352-514-6424. Is this the correct number? I have not received any further calls from you. If you would like, please feel free to call me again and I can discuss your violations in further detail. Otherwise, if you would like, I can try to contact you again as long as the number I have is correct.

Greenberg On Feb 20, 2018, at 8:44 AM, Greenberg, Jared <Jared.Greenberg@piper.com> wrote:
Hello Danielle,
Address is 715 SW Abode Ave PSL FL 34953
Attached in the ?Courtesy warning?. I called 772-380-7101 and left a message and have not heard from R Knaggs.
Sincerely,
Jared Greenberg | Power Plant & Mechanical systems Engineer
Ext. 2445

Danielle Williams [mailto:williamsda@stlucieco.org]
Sent: Tuesday, February 20, 2018 8:23 AM
To: Greenberg, Jared <Jared.Greenberg@piper.com>
Subject: RE: Code notice
Good Morning,
Can you please provide your address so that I can research your case?

Thank you,
Danielle Williams
Code Enforcement Supervisor
St. Lucie County BOCC
Planning and Development Services ? Code Enforcement

Greenberg From: Greenberg, Jared [mailto:Jared.Greenberg@piper.com]
Sent: Monday, February 19, 2018 4:22 PM
To: Danielle Williams <williamsda@stlucieco.org>
Subject: Code notice
Hello, I have gotten a notice and called the officer and left a voice message and have not heard from them.
My neighbors also received them as well. All of them seem to be completely falsely written since none of them match what is below. Please call me or return my email so we can discuss these problems.
I would like to know if relators call if their phone number are recorded as to know who is making the compliant? We seem to have a problem with people writing stuff up that is not accurate.
Jared

Code Officer Knaggs 2/20/2018 Spoke with Jared Greenberg in reference to violations. We went through each individual violation through municode and I explained all violations to him. He stated that he purchased the vacant lot specifically for the trailers. I explained that they could not be parked on the vacant lot, and would have to be parked on his property across the street (the property with his home). He stated that he would go to the magistrate. I explained that the magistrate could not change the ordinances, and they enforce ordinances as written. He stated that he would go to the city council then. Rk

Code Officer Knaggs 2/20/2018 Left message for Jared Greenberg (299-2445) @ 11:23 a.m. Rk

Code Officer Knaggs 2/20/2018 Code: 7.10.03- Animals in a Residential District
Explanation: You may not have more then 5 domestic pets in a residential zone. All barnyard and farm animals are prohibited from this zoning.
Code: 10-56: Certificate of Competency
Explanation: Any person and or company engaging in business as a contractor is required to have a certificate of competency. Please note that this is not the same as an Occupational License.

History Exhibit “A”
715 SW Abode Avenue
Code Case #18-01490

Code: 6.00.00 - Vegetation Removal Permits
Explanation: Before any clearing or removal of any vegetation contractors and homeowners should check with the Environmental Department. A Permit or Exemption may be required.
Code: *Revised* 8.00.03(F) LDC - Outside Storage Of Boats, Trailers, & RV's:
Explanation: No property can have more then 2 vehicles on their property unless over 1 acre. All boats, trailers, and RV's that are parked in the front of the property must be on a concrete pad, you can only have one vehicle in the front area of the property.
Code: 7.10.14 - LDC Or 1-20-42 CCL - Commercial Vehicles In A Residential Zone:
Explanation: Any vehicle that weighs more then 10,000 lbs. GVW (Gross Vehicle Weight) or has dual axles cannot be parked or stored in a residentially zoned area. These types of vehicles must be stored in a commercial zone. They are also not to be parked on any county right of way.
Code: Section 34-24 Code & Compiled Laws:
Explanation: Junk, Trash, and Debris on the Right Of Way. Any items disposed or placed on county right of way even for pick-up must be removed within a reasonable time. If your local pick-up service has not picked up your items, you should contact them, as you items may not meet regulations.
Code: Section 38-26 Code & Compiled Laws:
Explanation: Unserviceable or abandon vehicles, missing engine and body parts, flat tires, broken lights or windshield, or is not road worthy will be considered an unserviceable vehicle.
Code: Section 11.05.01 LDC:
Explanation: LDC = Land Development Code - Building without a permit. Anytime renovations are made, a new structure is added, plumbing, electrical, fences, sheds, decks, docks, etc. have been altered a permit is required. Starting required work without the proper permits can result in Stop Work Order Fees - $100, Double Permit Fees, and Code Enforcement Board fines. If you are not sure that you need a permit you should contact the Building Department before beginning. You can call 462-1553 for information, and please be specific.
Code: Section 38-97 Code & Compiled Laws:
Explanation: Unsanitary Nuisance - all property must be maintained as not to cause an unsanitary nuisance to surrounding properties. Overgrowth of grass and weeds are big causes of unsanitary nuisances.
Code: Section 38-26 Code & Compiled Laws
Explanation: Junk, Trash, & Debris: Items stored outside, or left out side must be moved to a fully enclosed building. Such as: wood, metal, cans, building materials, furniture, etc. Carports are not fully enclosed buildings. Large accumulation of items will be considered junk or salvage and is not permitted in residential areas.

History Exhibit “A”
715 SW Abode Avenue
Code Case #18-01490

Code Officer Knaggs 2/20/2018 Spoke wth Jared Greenberg in reference to violations. He stated that he is applying through the city council for a unity of title and if granted he will not need to move everything. I explained that even if they granted a unity of title, he would still not be permitted to utilize the lot for the storage of all of the items per the ordinance. He stated that he would wait to see what the legal dept and city council have to say. Rk

Code Officer Knaggs 2/23/2018 On Feb 23, 2018, at 10:04 AM, Rachel Knaggs <rknaggs@cityofpsl.com> wrote:
Jared,

I do not believe that there are any designated areas in the city to park the trailer. Unfortunately, for the trailer to be considered recreational, it would have to be under the 20 ft size limit to be permitted to be parked in a residential area. There are a few privately owned parking areas, but I am unable to give any details to those. To find out what would be permitted to be built on the vacant lot, you would need to contact Building Department. They will be able to let you know what you could get permits for. You may also need to check with Planning and Zoning. Once a principle structure has been built, at that point, you would be able to park the boat trailers on the property, as long as they were in compliance with the parking regulations designated for them. Unfortunately, if you just put a concrete slab on the vacant lot with no structure, the bot trailers would still not be able t be parked there due to not having a principle structure on the property. There are no restrictions at this time on the amount of boat trailers you can have on the property, as long as they have current registration and are legally parked. Utility trailer fall under a different ordinance, and you are only permitted to have one enclosed trailer (properly parked, with no writing on the exterior of the trailer, with current registration, smaller than 20 ft long) and one open trailer (properly parked, must have current registration, cannot exceed 32 sq ft or 3 ft in height and cannot openly store anything). If anyone is violating this ordinance, their trailer must be in compliance or they are not permitted to be parked in a residential area. If the wave runner has current registration, please make sure to place the updated sticker on so there is no more confusion. We received a complaint regarding a very large area, in which your street was included, and I am unsure where this complaint case from. We have been sweeping the area in response to the complaint that was received. Unfortunately, I am not permitted to grant any extensions, but if the violations are corrected before a case goes to a Special Magistrate Hearing, we are able to still close the case.

I hope I was able to answer any questions that you may have. If you have any further questions or concerns, please feel free to contact me.

Thank you,
Rachel Knaggs

History Exhibit “A”
715 SW Abode Avenue
Code Case #18-01490

(772)380-7101

Greenberg 2/23/2018On Feb 21, 2018, at 3:43 PM, Jared Greenberg <greenberg.jared@gmail.com> wrote:
Hello Ms. Knaggs
Thank you for doing such an important job in our city and for taking my phone calls.
I have a few followup questions if I understand the code below for the black "enclosed" trailer which I believe is qualified as a "Recreational" trailer. Where is the closest city designated area to park the trailer for free "Parking in designated areas. Recreational vehicles may be parked in designated areas which the city may designate from time to time."? From my understanding I cannot build an "enclosed garage" since there is not a house on the vacant lot. Unless I can build a "Tiny" home and build the 6 car garage to store all my "illegal" trailers. Will the city allow this? I find it very odd that the city wants trailers stored on "concrete" surfaces which is not porous and will cause flooding of the next door neighbor. If I placed a 60 ft x 30 ft concrete pad will this be OK to park trailers on? I cannot find a restriction on the number of boat trailers, is this true? I can only have one open utility trailer but unlimited "recreational trailers ie boat trailers"?
As you can tell below that the WaveRunner is not expired.
With all the hundreds of lawn cutting companies in PSL (trailers longer than 20 ft) are you telling me they cannot park at their house? Where are they parking?
Also was it a Realtor that has complained about the street? If so I would like to know which one. So I can request a code be created to fine such complaints etc... I would think people moving in would want to know who they will be living next to.
The city commissioners will meet on this at the end of March to discuss this trailer storage problem that I have that is illegal according to the city's code. Please hold off on doing an re-inspection until the commissioners have meet and discuss use of my vacant lot to store "personal" none commercial trailers and the open storage for my 7 open permits on my house.

Code Officer Knaggs 2/23/2018 License Plate: MPG61 (TOYOTA) Expires: 11/3/2018
You may renew this registration within three months of the expiration date.
Get a Duplicate Registration -- $3.75 (*** NO DECAL will be issued ***)
Take no action
License Plate: BUZNB (AMERICAN HONDA MOTOR CO, INC) Expires: 11/3/2018
You may renew this registration within three months of the expiration date.
Get a Duplicate Registration -- $3.75 (*** NO DECAL will be issued ***)
Take no action
License Plate: JBMZ56 (NISSAN NORTH AMERICA, INC.) Expires: 11/3/2018
You may renew this registration within three months of the expiration date.

Get a Duplicate Registration -- $3.75 (*** NO DECAL will be issued ***)
Take no action
License Plate: Z79BDX (MASTERCRAFT) Expires: 11/3/2019
You may renew this registration within three months of the expiration date.
Get a Duplicate Registration -- $3.75 (*** NO DECAL will be issued ***)
Take no action
License Plate: Y20719 (KAWASAKI) Expires: 11/3/2018
You may renew this registration within three months of the expiration date.
Get a Duplicate Registration -- $3.75 (*** NO DECAL will be issued ***)
Take no action
License Plate: CMTR09 (HOMEMADE) Expires: 11/3/2018
You may renew this registration within three months of the expiration date.
Get a Duplicate Registration -- $3.75 (*** NO DECAL will be issued ***)
Take no action
License Plate: GRENY (FORD) Expires: 11/3/2018
You may renew this registration within three months of the expiration date.
Get a Duplicate Registration -- $3.75 (*** NO DECAL will be issued ***)
Take no action
License Plate: 1140IK (HOMEMADE) Expires: 11/3/2018
You may renew this registration within three months of the expiration date.
Get a Duplicate Registration -- $3.75 (*** NO DECAL will be issued ***)
Take no action
License Plate: 1081QE (SNOWBEAR) Expires: 11/3/2019
You may renew this registration within three months of the expiration date.
Get a Duplicate Registration -- $3.75 (*** NO DECAL will be issued ***)
Take no action
License Plate: 8229YA (CONTINENTAL TRAILERS/WATERLAND MANUFACTURING INC.)
Expires: 11/3/2019
You may renew this registration within three months of the expiration date.
Get a Duplicate Registration -- $3.75 (*** NO DECAL will be issued ***)
Take no action
License Plate: FL3481HC (POLARIS INDUSTRIES, INC) Expires: 11/3/2019
You may renew this registration within three months of the expiration date.
Get a Duplicate Registration -- $3.50
Take no action
License Plate: FL3427LG (STARCRAFT MARINE LLC) Expires: 11/3/2019
You may renew this registration within three months of the expiration date.
Get a Duplicate Registration -- $3.50

History Exhibit “A”
715 SW Abode Avenue
Code Case #18-01490

Take no action
License Plate: FL0589LS (POLARIS BOATWORKS) Expires: 11/3/2018
You may renew this registration within three months of the expiration date.
Get a Duplicate Registration -- $3.50
Take no action
License Plate: FL5948LU (GRUMMAN BOATS INC) Expires: 11/3/2018
You may renew this registration within three months of the expiration date.
Get a Duplicate Registration -- $3.50
Take no action

Code Officer Knaggs 3/1/2018
Aaron,
As per our conversation, the violations on the above property remain, therefore I will be continuing the case. The last time I had contact with the owner, Jared (via email) on 2/21/18, he requested that I not do anything with the case until the "City Commissioners" meet at the end of March, but I explained that i would not be able to postpone the case. I updated Michael Hahn regarding this property when I first spoke with the owner, Jared on 2/20/18 via phone, but I will continue to update you, Michael Hahn and Billy via email. If you have any further questions, please do not hesitate to contact me.
Sent from my iPad

Code Officer Knaggs 3/1/2018 Violations remain. The new sticker was not placed on the jet ski. All other violations remain. I sent an email to Aaron Biehl, Michael Hahn and Billy advising that the violations remain and the case will be continued. Photos on server. Rk

Code Officer Knaggs 3/9/2018
Jared,
Thank you for contacting me regarding your property. I do not have an email address for the Special Magistrate. The Special Magistrate is an independent magistrate contracted through the city whose only purposes is to hear testimony and evidence presented from both parties and make a ruling. The Special Magistrate cannot change ordinances, and must enforce the ordinance as written. You would need to contact your council person for a possible ordinance change.

If you have any further question, please feel free to contact me.

Thank you,
Rachel Knaggs

History Exhibit "A"
715 SW Abode Avenue
Code Case #18-01490

(772)380-7101

Greenberg On Mar 9, 2018, at 11:00 AM, Jared Greenberg <greenberg.jared@gmail.com> wrote:
Hello Rachel,
We have been working on the list, we have removed one trailer and should have two more removed by this weekend.
Do you know the Special Magistrate email address? I have a few questions for him and how the code can get changed because as you can tell from the attached Power point. The city trailer code is not realistic but that is not what concerns you. You are doing your job per what the code says.
Keep up the great work.

Code Officer Lubeck 4/2/2018 I called and left voice messages for Mr. Greenberg at two number, 772-299-2445 and 352-514-6424. requesting for him to call me back regarding his concerns after receiving email Friday 3/30/18 at 1:05pm from Mayors office below. MBL
Mike,
Here is the resident?s contact information:
Jared Greenberg
702 and 715 Adobe Ave
greenberg.jared@gmail.com
772-299-2445 or 772-567-4361

The active case number is CE-18-01490 and this is for his vacant lot where he has open storage, improperly parked trailers and vehicles. He spoke to the Mayor about this today and the Mayor requested you speak with Jared. Jared has been advised that he does not qualify for a unity of title and he can?t keep the items at the vacant lot.

?A City for All Ages? Christina Flores
Executive Assistant
Office of the Mayor and City Council
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd
Port St. Lucie, Florida 34984-5099
772.873.6472 office| 772.871.7382 fax
cflores@cityofpsl.com

History Exhibit “A”
715 SW Abode Avenue
Code Case #18-01490

Code Officer Biehl 4/3/2018 On Apr 3, 2018, at 2:41 PM, Aaron Biehl <ABiehl@cityofpsl.com> wrote:
Mr. Greenberg,
Let me first start by introducing myself, my name is Aaron Biehl. I am one of the two Code Compliance field supervisors. I have spoken to both Specialist Knaggs and Mr. Lubeck in regards to your case. While the plan you have to put up decorative landscaping on your lot looks great, I just wanted to remind you that even with this landscaping up you would not be able to store any items on the vacant lot or build on the vacant lot without obtaining proper permits from the Building Department. In regards to parking, our ordinance requires for all parking that there be a primary structure on the property so that would exclude you from parking any vehicles on the lot as well as storing any items on the lot as well. If you have any questions please feel free to reach out.

Thanks,

Aaron Biehl
Code Compliance Supervisor / Nuisance Abatement Coordinator
From: Rachel Knaggs
Sent: Tuesday, April 03, 2018 1:36 PM
To: Aaron Biehl <ABiehl@cityofpsl.com>
Subject: Fwd: What do you think of the design?
Begin forwarded message:
From: Jared Greenberg <greenberg.jared@gmail.com>
Date: April 3, 2018 at 1:22:52 PM EDT
To: Rachel Knaggs <rknaggs@cityofpsl.com>
Subject: Fwd: What do you think of the design?

Hello Rachel,
We are still working on 715 SW Abode, we are going out of town till April 11th and that weekend I hope to move all the trailers. I spoke with Mike Lubeck and we are going to place a privacy hedge around the lot. Let me know what you think of the design. Once we have the lot cleared, I am hoping by the end of April would you be able to do a follow up inspection?
Sincerely,

Jared Greenberg
---------- Forwarded message ----------
From: Jared Greenberg <greenberg.jared@gmail.com>
Date: Tue, Apr 3, 2018 at 11:11 AM

Subject: What do you think of the design?

Greenberg To: mlubeck@cityofpsl.com
Hello Mike,
Thank you for coming out and looking at the property. Let me know what you think of the design. I am working on getting all the trailers off the lot till we get the privacy hedge planted. Looking forward to your suggestions.
--
Sincerely,
Jared Greenberg

Code Officer Biehl 4/4/2018 On Apr 4, 2018, at 9:48 AM, Aaron Biehl <ABiehl@cityofpsl.com> wrote:
Begin forwarded message:

From: Aaron Biehl <ABiehl@cityofpsl.com>
Date: April 4, 2018 at 8:19:15 AM EDT
To: Jared Greenberg <greenberg.jared@gmail.com>
Cc: Mike Lubeck <mlubeck@cityofpsl.com>, Billy Henson <BHenson@cityofpsl.com>
Subject: RE: What do you think of the design? 715 SW Abode.

Mr. Greenberg,

Good morning,

In regards to your property across the street it is my understanding that Mr. Lubeck the Assistant Director of Neighborhood Services actually met with you at the property and explained you could not park anything there. Also Mr. Lubeck is in the process of drafting a memo to answer all of your concerns to various Departments. If you need anything further please let me know.

Aaron Biehl
Code Compliance Supervisor / Nuisance Abatement Coordinator

Greenberg From: Jared Greenberg [mailto:greenberg.jared@gmail.com]
Sent: Tuesday, April 03, 2018 4:24 PM
To: Aaron Biehl <ABiehl@cityofpsl.com>

Cc: Rachel Knaggs <rknaggs@cityofpsl.com>; Billy Henson <BHenson@cityofpsl.com>; Michael Hahn <MHahn@cityofpsl.com>; Greg Oravec <Mayor@cityofpsl.com>; Christina Flores <CFlores@cityofpsl.com>
Subject: Re: What do you think of the design? 715 SW Abode.
Hello Aaron,
Thank you for responding to the follow up email.
So I cannot do anything on this property? What can we do with a empty lot across from our house? What does the code say? From what I can tell the code doesn't say I cannot park trailers on a empty lot owned.
Parking prohibited. No trailer, other than major recreation equipment as determined in Section 158.217(e), enclosed utility trailer or open utility trailer, as defined herein may be parked or stored on any lot in a residential district unless said vehicle is stored inside a closed garage consisting of four walls and a roof.
Recreational vehicle. Every licensed vehicle and conveyance designed, used, or maintained primarily as a travel trailer, motor home, camper, boat and boat trailer, or other vehicle that is used for recreational purposes, trailer that is specifically manufactured and designed to carry such vehicle, or other trailer which is used to carry such vehicle, provided the owner thereof maintains proof of an operational, properly-titled recreational vehicle.
So what our code tells me that all boat trailers have to be parked inside a closed garage. So this is telling me every boat owner in PSL is in violation?
From what I am told I can park vehicles on this lot that are registered or is it against the code, and if so which code is it in violation?

From what I am I can tell no one reported this lot correct? Since my neighbors had parked their trailers on this lot I do not think they would have reported the lot.
That said, if the street creates a HOA and we make this lot the trailer storage lot then we don't need to put up a planted privacy fence? And we would be in compliance with the HOA rules.

Code Officer Knaggs 4/6/2018 All violations remain. Photos on server. Rk

Code Officer Knaggs 6/1/2018 The open storage remains (a trampoline, a lawn mower, a pile of pavers and a playhouse). I sent an email to the owner explaining this. All other violations have been complied. Photos on server. Rk

Code Officer Knaggs 6/1/2018 Mr. Greenberg,
I went by the property and found some items still being stored on the vacant lot (the trampoline, the playhouse, a large pile of pavers, and a lawn mower). Unfortunately because this property in question is an unimproved property and does not have a structure on it,

nothing can be stored on this property at any time. Children's toys, a barbecue grill and patio furniture are permitted on properties with a fully-enclosed building (for example, a home). Thank you for complying with the other violations, but at this time, I am unable to close the case. If the violations are corrected before the hearing (June 6, 2018), please contact me so that I may conduct another inspection. If you have any questions, please feel free to contact me.

Greenberg On May 29, 2018, at 7:21 AM, Jared Greenberg <greenberg.jared@gmail.com> wrote:
Hello Rachel,
I have moved all the items that are in the notice. I noticed the court date is June 6. Let me know if this is still on or have the issues on the lot been addressed?
--
Sincerely,
Jared Greenberg
<Notice of Hearing 4_18_2018.pdf>

Code Officer Biehl 6/4/2018 On Jun 1, 2018, at 3:25 PM, Aaron Biehl <ABiehl@cityofpsl.com> wrote:
Mr. Greenberg,
I understand your issue with the lawn mower, however this case has been going on since February 14th, 2018 and as the violation remains we have no recourse but to move forward to the Magistrate to possibly obtain a date certain for compliance. At this time a hearing is set for June 6th, 2018. At that hearing you may explain your position on the ordinance. The Special Magistrate is an impartial magistrate that is there to listen to both sides and adjudicate a finding based on the testimony and facts presented by both parties. Please bring any information with you that you like the Magistrate to be aware of.
Thank you,

Aaron Biehl
Code Compliance Supervisor / Nuisance Abatement Coordinator

Greenberg From: Jared Greenberg <greenberg.jared@gmail.com>
Sent: Friday, June 1, 2018 11:38 AM
To: Rachel Knaggs <rknaggs@cityofpsl.com>
Cc: Emily Greenberg <dremilygreenberg@gmail.com>; Aaron Biehl <ABiehl@cityofpsl.com>
Subject: Re: Court date

The lawnmower steering broke and new part has been ordered so the mower will be gone once the part get in. As for as the other items, I cannot find where in the code it says items cannot be stored on the lot if there in not a primary structure. Please provide it.

Code Officer Padro 6/8/2018 Violator Jared Greenberg was present to hearing and was given 45 days to correct all violations on the property. SM stated that because there is a public streetway between both properties, a unity of title could not be granted. Setting for COF 08/01/2018. NU

Code Officer Knaggs 7/12/2018 Spoke with Aaron regarding email. He stated that no response is necessary due to the Special Magistrate explaining in depth to the owner regarding the open storage violation on the vacant lot. Rk

Greenberg 7/12/2018 On Jul 11, 2018, at 8:51 AM, Jared Greenberg <greenberg.jared@gmail.com> wrote:

Thank you for the clarification.
I just want to make sure I am to comply with a code that I am not in violation with! Since you have provided the code that I am in violation with where does it say in this code that you have to have a house on an empty lot? Where does it say I cannot story items on an empty lot? Please provide this information before the hearing date 8/1/2017.

Code Officer Biehl On Wed, Jul 11, 2018 at 8:04 AM Aaron Biehl <ABiehl@cityofpsl.com> wrote:
Good morning,
The notice you received is for a second hearing for the violation. This hearing is only advising you of the hearing date incase you fail to comply by the date the Magistrate provided.
Aaron Biehl

Code Compliance Supervisor / Nuisance Abatement Coordinator

Greenberg From: Jared Greenberg <greenberg.jared@gmail.com>
Sent: Monday, July 9, 2018 1:30 PM
To: Rachel Knaggs <rknaggs@cityofpsl.com>
Cc: Aaron Biehl <ABiehl@cityofpsl.com>; Emily Greenberg <dremilygreenberg@gmail.com>
Subject: Another 715 SW Abode Ave Violation notice
Hello Rachel,
I received this notice and would like to know what is it for? I cannot remove "158.211" If I do not know what it is about. I would assume you already know that the "trampoline, play house,

and bench" which all will be removed in the correct amount of time per the first hearing on this matter. Which all items are all "designed for outdoor use in residential areas" per the code. Please let me know what I am in violation on this lot since I have no idea what I am in vitiation since this is the second notice I received.
Sincerely,
Jared Greenberg

Code Officer Biehl 7/18/2018 On Jul 18, 2018, at 7:31 AM, Aaron Biehl <ABiehl@cityofpsl.com> wrote:
Good morning Mr. Greenberg,
Rachel?s inspection is currently set for 07/22/2018, however as you are stating it is in compliance I can ask her to come out there today, however she is tied up this morning due to a Magistrate hearing. In regards to an appeal, who did you file the appeal with? To my knowledge no appeal has come across our desk as of yet. Reference to your question about where in the code does it state that a primary residence is required. At this point Code Compliance is going to refrain from responding to that question as you have mentioned that you have hired a lawyer and you have filed an appeal. As I explained Saturday when I met you at the property, the Magistrate is the party that ultimately decides if you are in violation or not after viewing our evidence and yours. In this case they ruled against you, at this point Code Compliance is just trying to verify that you are in compliance so we can close the case. If you have any questions please let me know.

Thanks,
Aaron Biehl
Code Compliance Supervisor / Nuisance Abatement Coordinator

Code Officer Knaggs 7/18/2018 Myself and Aaron Biehl went to the Property to inspect. All open storage has been removed, but no there is a trailer improperly parked on the vacant lot. Will open another case for the new violation. Photos on server. Rk

Greenberg 7/18/2018From: Jared Greenberg <greenberg.jared@gmail.com>
Sent: Wednesday, July 18, 2018 7:16 AM
To: Rachel Knaggs <rknaggs@cityofpsl.com>; Aaron Biehl <ABiehl@cityofpsl.com>
Cc: dremilygreenberg@gmail.com <dr.emilygreenberg@gmail.com>;
Gary@brandenburgpa.com
Subject: 715 SW Abode Ave
Hello Rachel,

History Exhibit “A”
715 SW Abode Avenue
Code Case #18-01490

I wanted to let you know that 715 SW Abode Ave is in compliance with the Judy Gary M. Brandenburg before July 21, 2018. Please see the photos below and please close this violation. However, I have filed an appeal on the following grounds: As I read the code that "I am in violation" of, see below. It says "This requirement shall not apply to patio furniture, grills, and other household items specifically designed for outdoor use in residential areas...." Where in this code does it say you have to have a house or primary residence and has to be a primary residence. I cannot see how I am in violation of this code as the code reads? It does not say "if you have an empty lot you cannot store items on it"? Where does it say this in this code? Please show me.
I think Judy Gary M. Brandenburg did not read the code as the code is written. If we are in violation of this code please show us where and how we are in violation?
?Sec. 158.211. - Storage or Accumulation of Materials, Refuse, and Waste Materials Prohibited.
?Except as may be expressly permitted within this chapter, no materials, refuse, and waste materials (including inoperable equipment and vehicles) shall be stored or accumulated outside of a fully-enclosed building within any zoning district. This requirement shall not apply to patio furniture, grills, and other household items specifically designed for outdoor use in residential areas or materials stored in an approved open/outside storage area within Industrial or Service Commercial zoning districts. This requirement also shall not apply to materials related to new construction, provided that all required permits have been obtained for that construction, and that all surplus materials and waste products shall be removed from the premises promptly upon completion of that construction. Inoperable vehicles may be parked in parking lots at vehicle repair businesses in the Service Commercial and Warehouse Industrial zoning districts for no longer than two weeks, provided the businesses have a current work order for the vehicle(s).
?(Ord. No. 98-84, § 1, 3-22-99; Ord. No. 00-11, § 1, 2-14-00; Ord. No. 15-85, § 1, 12-7-15)

History Exhibit “A”
715 SW Abode Avenue
Code Case #18-01490

PHOTOS OF PROPERTY

History Exhibit "B"

CITY OF PORT ST. LUCIE

Planning & Zoning Department

"A City for All Ages"

September 10, 2018

Mr. Jared Greenberg
702 SW Adobe Ave.
Port St. Lucie, FL 34953

RE: Variance Application for Lot 26, Block 2325, Section 33 (715 SW Adobe Ave.)

Dear Mr. Greenberg:

We are in receipt of your variance application dated August 15, 2018 and received on August 17, 2018, requesting a variance to allow the storage of trailers on a vacant lot (715 SW Adobe Ave). The vacant lot is located across the street and to the west of your primary lot (702 SW Adobe Avenue). Storage of trailers on your vacant lot is considered "open storage". Your properties are in the Single Family Residential (RS-2) zoning district. Open storage is not a permitted use or a special exception use in the Single Family Residential (RS-2) zoning district. The City's Zoning Code explicitly precludes the Planning and Zoning Board, or the Zoning Administrator from granting a use variance. Section 158.296(C) of the Code states the following:

> No variance or approval of ***use shall be granted so as to permit a use not specified as a permitted use or permissible as a special exception use*** with in this chapter for the particular zoning district involved.
>
> (emphasis added)

Since you are seeking a use variance, and use variances are specifically prohibited by the City's Code, your variance application will not be processed. Additionally, your variance application fee is being returned to you and is enclosed. If you have any questions do not hesitate to contact me at your convenience.

Sincerely,

Patricia A. Tobin

Patricia A. Tobin, AICP
Director of Planning and Zoning

c: Elizabeth Hertz, Assistant City Attorney (via email)

History Exhibit “C”
715 SW Abode Avenue
Code Case #22-06303

Code Officer Cerami 10/15/2022 open utility trailer, Boat, closed utility trailer, open storage, vehicle parked vertical parking in swale.CC

Code Officer Cerami 10/15/2022 On today's date this said property had these violation present.

- Pictures were taken and uploaded to the server for future use.
- Notice of violation is requested for this property.CC

Code Officer Cerami 11/3/2022 On today's date the said violations remain no work done to come into compliance.

- Pictures taken and uploaded to server for future use.
- Citation#12888 issued for open storage.

Mr. Greenberg did state that he would let it run its course by going to Special Magistrate.CC

11/4/2022

Dear Planning and Zoning Staff

I, Jared Greenberg, would like to know if it is possible to be able to change the city code for my empty lot, 715 SW Abode Ave. I use my empty lot to store my personal items like: trailers, boats, wave runners, boat trailers, wave runner trailers when they are in use behind my house on the C-23 canal and other items that I do not want to store on my property. We have very small lots and think the codes would be more friendly for tax paying residents. Like the Zoning acceptations that I have received on my property on 702 SW Abode Ave for my projects that I am currently doing.

I received a "Code Citation" yesterday for open storage, please see attached. I also included the Notice of Violation as well.

It seems when I read the The 2022 Florida Statutes 70.001 Private property rights protection section, see link below, it says "(1) This act may be cited as the "Bert J. Harris, Jr., Private Property Rights Protection Act." The Legislature recognizes that some laws, regulations, and ordinances of the state and political entities in the state, as applied, may inordinately burden, restrict, or limit private property rights without amounting to a taking under the State Constitution or the United States Constitution. The Legislature determines that there is an important state interest in protecting the interests of private property owners from such inordinate burdens. Therefore, it is the intent of the Legislature that, as a separate and distinct cause of action from the law of takings, the Legislature herein provides for relief, or payment of compensation, when a new law, rule, regulation, or ordinance of the state or a political entity in the state, as applied, unfairly affects real property."

https://urldefense.com/v3/__http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0000-0099*0070*Sections*0070.001.html__;Ly8v!!CKHWCaM!30gS5RmKVyJrEeaXrHlQpV__9xiHMHM3Gj8OE5rPeII7eThYFAH0OpjlU3rfwoHbpLY5FK66taLLCudsuj6gNbGzpk01Dqo$

Bottom line I would like a code added or special exception that will allow me to use my property that is across the street in the manor that I purchased the lot and have been using it that way ever since. There does not seem to be any codes on empty lots and the usage for them other than to build a single family home as RS-2.

My cell number is 352-514-6426, email is Greenberg.jared@gmail.com

Thank you for your time.

Jared M. Greenberg

City of Port St. Lucie

Planning & Zoning Department

"A City for All Ages"

ZONING TEXT AMENDMENT REQUEST

P&Z File No.: PZ-334
Non Refundable Fee: $_____
Receipt No.: _____

PRIMARY CONTACT EMAIL ADDRESS:

Applicant's Name: Javed M. Greenberg

Business Name: _____

Mailing Address: 702 SW Abode Ave
PSL FL 34953

Phone No.: 352-514-6426 FAX No.: _____

Note: If additional space is needed, please use a separate sheet of paper and attach it to this form.

INSTRUCTIONS: LIST CHAPTER, SECTION AND PAGE OF TEXT TO BE CHANGED/ADDED:
(Copy text verbatim from the Land Use Regulations.)

Sec. 158.073 - Single-Family Residential Zoning District (RS-2)
see attached (Page 2)

STATEMENT OF THE REQUESTED CHANGE:
(Deletions must be shown as ~~strike through~~, additions must be underlined.)

see attached (Page 2)

JUSTIFICATION OF THE PROPOSED CHANGE: see attached (Page 3)

OWNER'S SIGNATURE | Javed M Greenberg / self | 11/23/2022
HANDPRINT NAME/TITLE | DATE

Sec. 158.073. - Single-Family Residential Zoning District (RS-2).

(A) **Purpose.** The purpose of the single-family residential zoning district (RS-2) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of low-density residential living of an urban character; to designate those uses and services deemed appropriate and proper for location and development within that zoning district; and to establish development standards and provisions as are appropriate to ensure proper development in a low-density residential environment.

(B) **Permitted Principal Uses and Structures.** The following principal uses, and structures are permitted:

(1) Park or playground, or other public recreation or cultural facility (subject to site plan review);

(2) Single-family dwelling;

(3) Community residential home [with] six (6) or fewer residents, provided that such homes shall not be located within a radius of one thousand (1,000) feet of another community residential home as set forth in section 158.224;

(4) Family day care home.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) Commercial parking lot, for a period of two (2) years, provided:

a. The property is located in a conversion area as defined in the "City of Port St. Lucie Land Use Conversion Manual," and is associated with an adjacent commercially developed property owned by the same person;

b. The parking lot is for the private use of the owners and/or occupants of the adjacent commercially developed property;

c. The parking lot is improved pursuant to subsection 158.221(B)(12) (this will allow shellrock, limerock and coquina in lieu of pavement since the parking lot will not be used by the general public pursuant to item (2)(B));

d. Commercial vehicles are not permitted to park pursuant to section 72.03 (as amended);

e. No overnight parking is allowed;

f. Parking is allowed only for licensed motor vehicles; and

g. The parking lot is not used for temporary or permanent storage of motor vehicles.

(D) **Accessory Uses.** As set forth within section 158.217.

(E) **Minimum Lot Requirements.**

(1) Single-family dwelling: Ten thousand (10,000) square feet and a minimum width of sixty (60) feet.

(2) All other permitted or special exception uses: Twenty thousand (20,000) square feet and a

width of one hundred (100) feet.

(F) **Maximum Building Height.** Thirty-five (35) feet.

(G) **Minimum Living Area.** Minimum size house of one thousand two hundred (1,200) square feet of living area and one thousand four hundred (1,400) square feet of ground area for a one-story house or one thousand four hundred (1,400) square feet of living area and one thousand three hundred (1,300) square feet of ground area for a two-story house. If a building permit for a house was submitted prior to June 7, 1996, with less than 1,200 square feet of living area, the house can be rebuilt to the square footage of living area approved when the house was built.

(H) **Yard Requirements and Landscaping.**

(1) **Front Yard.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(2) **Side Yards.** Each lot shall have two (2) side yards, each of which shall have a building setback line of ten (10) feet, unless otherwise provided by this chapter. See section 158.203.

(3) **Rear Yard.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(4) **Landscaping Requirements.** Landscaping and buffering requirements are subject to Chapter 154.

(I) **Off-Street Parking and Service Requirements.** As set forth in section 158.221.

(J) **Site Plan Review.** All special exception uses and all permitted uses so designated shall be subject to the provisions of sections 158.235 through 158.245.

(K) Empty lots uses:

1. To park multiple utility trailers(s) greater than 20 ft in length.
2. To park multiple enclosed trailer(s) and greater than 20 ft in length.
3. To park multiple boat trailer(s), empty and with boats on them.
4. To park multiple wave runner trailer(s), empty and with wave runners on them.
5. Be allowed to have "open storage".
6. A shed/workshop, up to 1000 SQFT.
7. Allowed to fence along the property boundaries.
8. To park multiple Recreational vehicle(s).

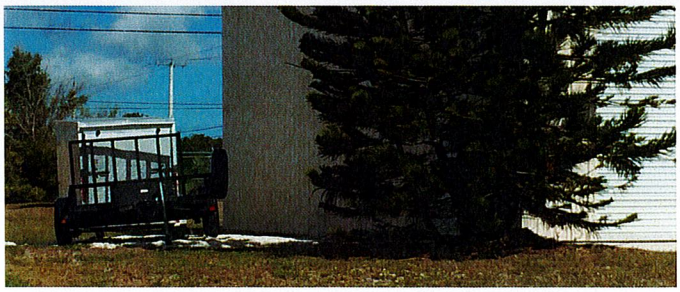
(Ord. No. 05-139, § 1, 10-10-05; Ord. No. 11-79, § 1(Exh. A), 11-14-11; Ord. No. 15-85, § 1, 12-7-15; Ord. No. 16-43, § 1, 7-25-16)

Justification of the Proposed Change:

I would like to be able to use my empty lot without getting code enforcement violations from the city CE-18-01490, and CE-22-06303. I would also like the ability to one day put a shed on this property just like 801 SW Haas Ave, see below. This code change will allow other empty lot owners permission to use their property as they would like to use their property and not be in violation of city Code.

3211 SW Crumpacker St.

- 801 SW Haas Ave is owned by 1775 SW Gatlin BLVD, No primary structure, how was this built?



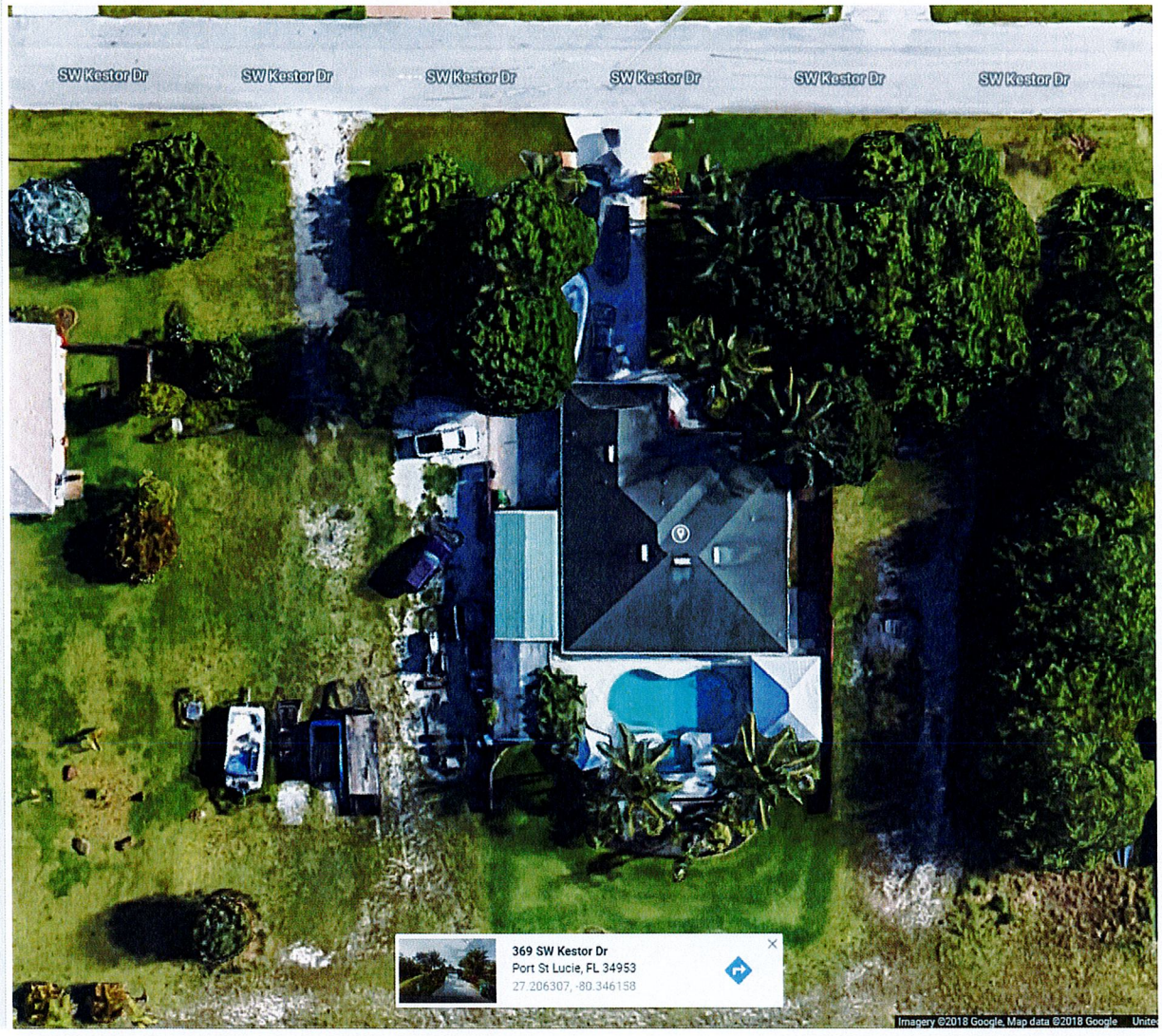
Pg 5 of 7

547 SW Ryder Rd.

PG 6 of 7

444 SW Narco Ct.

369 SW Kestor Dr.



Sec. 158.073. - Single-Family Residential Zoning District (RS-2).

(A) **Purpose.** The purpose of the single-family residential zoning district (RS-2) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of low-density residential living of an urban character; to designate those uses and services deemed appropriate and proper for location and development within that zoning district; and to establish development standards and provisions as are appropriate to ensure proper development in a low-density residential environment.

(B) **Permitted Principal Uses and Structures.** The following principal uses, and structures are permitted:

(1) Park or playground, or other public recreation or cultural facility (subject to site plan review);

(2) Single-family dwelling;

(3) Community residential home [with] six (6) or fewer residents, provided that such homes shall not be located within a radius of one thousand (1,000) feet of another community residential home as set forth in section 158.224;

(4) Family day care home.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) Commercial parking lot, for a period of two (2) years, provided:

a. The property is located in a conversion area as defined in the "City of Port St. Lucie Land Use Conversion Manual," and is associated with an adjacent commercially developed property owned by the same person;

b. The parking lot is for the private use of the owners and/or occupants of the adjacent commercially developed property;

c. The parking lot is improved pursuant to subsection 158.221(B)(12) (this will allow shellrock, limerock and coquina in lieu of pavement since the parking lot will not be used by the general public pursuant to item (2)(B));

d. Commercial vehicles are not permitted to park pursuant to section 72.03 (as amended);

e. No overnight parking is allowed;

f. Parking is allowed only for licensed motor vehicles; and

g. The parking lot is not used for temporary or permanent storage of motor vehicles.

(D) **Accessory Uses.** As set forth within section 158.217.

(E) **Minimum Lot Requirements.**

(1) Single-family dwelling: Ten thousand (10,000) square feet and a minimum width of sixty (60) feet.

(2) All other permitted or special exception uses: Twenty thousand (20,000) square feet and a

width of one hundred (100) feet.

(F) **Maximum Building Height.** Thirty-five (35) feet.

(G) **Minimum Living Area.** Minimum size house of one thousand two hundred (1,200) square feet of living area and one thousand four hundred (1,400) square feet of ground area for a one-story house or one thousand four hundred (1,400) square feet of living area and one thousand three hundred (1,300) square feet of ground area for a two-story house. If a building permit for a house was submitted prior to June 7, 1996, with less than 1,200 square feet of living area, the house can be rebuilt to the square footage of living area approved when the house was built.

(H) **Yard Requirements and Landscaping.**

(1) **Front Yard.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(2) **Side Yards.** Each lot shall have two (2) side yards, each of which shall have a building setback line of ten (10) feet, unless otherwise provided by this chapter. See section 158.203.

(3) **Rear Yard.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(4) **Landscaping Requirements.** Landscaping and buffering requirements are subject to Chapter 154.

(I) **Off-Street Parking and Service Requirements.** As set forth in section 158.221.

(J) **Site Plan Review.** All special exception uses and all permitted uses so designated shall be subject to the provisions of sections 158.235 through 158.245.

(K) Empty lots uses:

1. To park multiple utility trailers(s) greater than 20 ft in length.
2. To park multiple enclosed trailer(s) and greater than 20 ft in length.
3. To park multiple boat trailer(s), empty and with boats on them.
4. To park multiple wave runner trailer(s), empty and with wave runners on them.
5. Be allowed to have "open storage".
6. A shed/workshop, up to 1000 SQFT.
7. Allowed to fence along the property boundaries.
8. To park multiple Recreational vehicle(s).

(Ord. No. 05-139, § 1, 10-10-05; Ord. No. 11-79, § 1(Exh. A), 11-14-11; Ord. No. 15-85, § 1, 12-7-15; Ord. No. 16-43, § 1, 7-25-16)

715 SW Abode Ave

12/1/22

View from my Driveway

View from road

View from road

View from road

Lumber for P22-269 “Kids Play-set / Covered deck”

Greenberg, Jared
Chapter 158 Zoning Code
City of Port St. Lucie Text Amendment

Summary:

This is a resident-initiated text amendment to Chapter 158 Zoning Code. Specifically, Section 158.073 Single-Family Residential Zoning District (RS-2) to include a new subsection named Empty lots uses. The subsection will provide permitted accessory uses as primary uses on single-family lots that do not have a principal structure. The request is intended to allow the applicant to continue the non-compliant use of his undeveloped RS-2 property within the City of Port St. Lucie.

Summary:

The applicant's justification for this proposed zoning text amendment is a list of other properties with violations or possible violations and different circumstances.

801 SW Haas Avenue was an issue of the structure properly being permitted and built on an adjacent lot and then the owner selling the lots separately, creating a non-compliant use on this lot. The City has addressed this issue. No use outside the non-compliant structure is permitted. We now require unity of title more frequently to prevent these situation.

Summary:

3211 SW Crumpacker Street is owned by the same owner as 3201 SW Crumpacker Street which is an adjacent lot with a primary structure.

547 SW Ryder Road and 444 SW Narco Court may be in violation and if Mr. Greenburg would like to file a complaint with Code Compliance, they will follow their standard investigative process. Ultimately any possible enforcement actions on this property have no connection to the code case pending for Mr. Greenburg.

369 SW Kestor Drive has a single-family home built on the property.

Summary:

The applicant is asking for the zoning text amendment in order to be able to have open outside storage on a vacant residentially zoned lot they own that is not adjacent to their home so that they can store trailers, boats, wave runners, boat trailers, wave runner trailers, and any other item not wanted on their property. The applicant has an open code compliance case regarding the accumulation of items on their vacant lot.

Proposed Amendment

(K) Empty lots uses:

1. To park multiple utility trailers(s) greater than 20 ft in length.
2. To park multiple enclosed trailer(s) and greater than 20 ft in length.
3. To park multiple boat trailer(s), empty and with boats on them.
4. To park multiple wave runner trailer(s), empty and with wave runners on them.
5. Be allowed to have “open storage”.
6. A shed/workshop, up to 1000 SQFT.
7. Allowed to fence along the property boundaries.
8. To park multiple Recreational vehicle(s).

Proposed Amendment

- Open storage or outside storage as a main or primary use of a lot is a use that is typically found in an industrial district where the accumulation of vehicles, and assorted items are more common and in keeping with the overall uses in the district. Permitting vacant RS-2 residential lots to be used for outside storage only would have a net negative impact on residential neighborhoods and the overall character of the City.
- The applicant has an active ongoing code case which could be resolved in other ways.
- Changing the zoning code to the detriment of the City to legalize a code compliance violation is not in the best interests of the public health, safety and welfare and is not good planning. As such, Staff does not support this proposed zoning text amendment.

Proposed Amendment

The proposed amendment will allow this use on every vacant RS-2 Zoned property in the City. The zoning code does not permit such use of property with the intent of discouraging blight and unattractive use of properties in the City. The City of Port St Lucie's Keep Port St. Lucie Beautiful's mission is "to improve our quality of life through education, beautification, and litter control by empowering individuals to take greater responsibility for their community."

The Planning and Zoning Department finds the proposed text amendment not to be consistent with the intent and direction of the City's comprehensive plan, and not in the interest of the public health, safety and general welfare.

Staff is not in support of the text amendment proposed and recommends denial.

P22-334 Empty Lot Usage

Jared M. Greenberg
Planning and Zoning Board Meeting
1/3/2023

Why are we here?

I moved here in 2008 because of the C-23 Canal. I've picked up the trash in the neighborhood ever since I moved in. I am a Eagle Scout.

I stored my 1st boat trailer with Mr. Vasil's, the owner, permission across the street.

I finished the dock in 2010

Mr. Vasil placed his property up for sale in 2016. We priced out trailer storage and determined we could not afford $100-$200 a month per trailer and there were no spots available at the time in 2016. Without going out to Okeechobee.

We purchased the lot across the street in 2016 from Mr. Vasil to continue to store our trailers.

I would say the average residents in the city cannot afford trailer storage for multiple trailers.

Why are we here?

Mr. Robinson stated in his Staff Presentation, slide 10, “The City of Port St Lucie’s Keep Port St. Lucie Beautiful’s mission is to improve our quality of life through education, beautification, and litter control by empowering individuals to take greater responsibility for their community."

Since 2008 I have been taking this responsibility seriously as I am the one that picks up the trash in our neighborhood.

In March 2021 my family adopted our neighborhood, as you can see by the picture to the right, to set an example to my children and to the future generation on how to take care of the city.

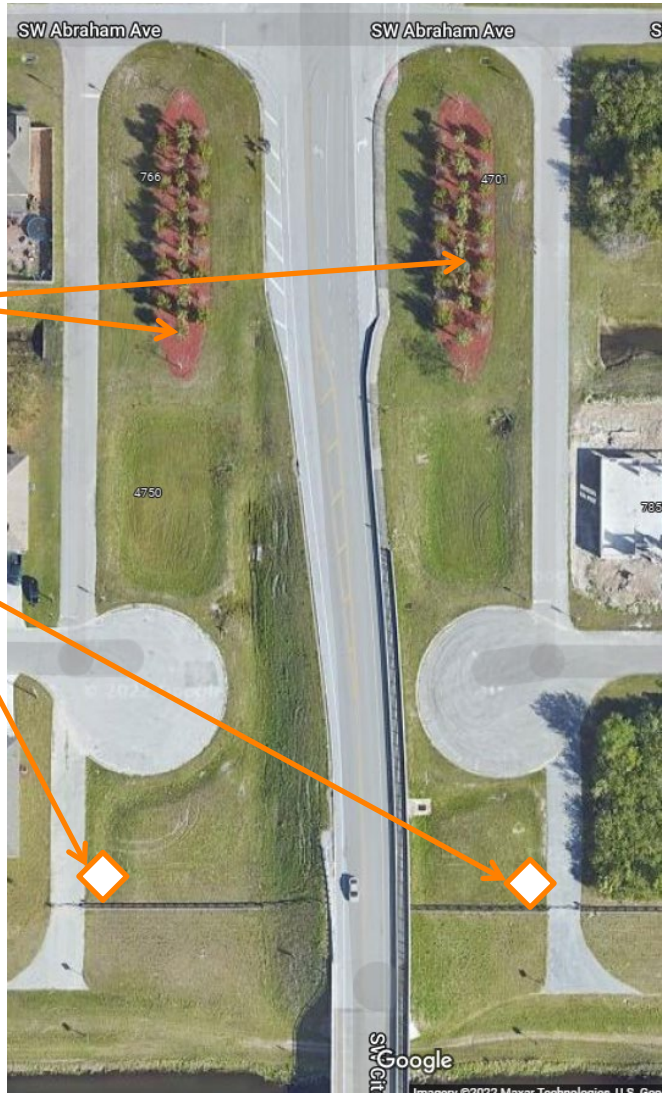
Why are we here?

In 2017 I started the process to get trees planted, on both sides of Citrus Bridge.

I took the City University class, I am a graduate of Class #4, December 13, 2017

December 2020, I started the process to get the trash and recycling cans installed. So when people fish/visit at the citrus bridge they can dispose of their trash.

In 2022, I ran for City Counsel in the Special Election because I want to keep the city moving forward.



Why are we here?

In 2018, Code enforcement cited us for violations of property usage on our empty lot. None of the neighbors complained! This was 100% code enforcement.

I asked the neighbors that were storing their trailers to have them removed as the city has complained and issued us with citations.

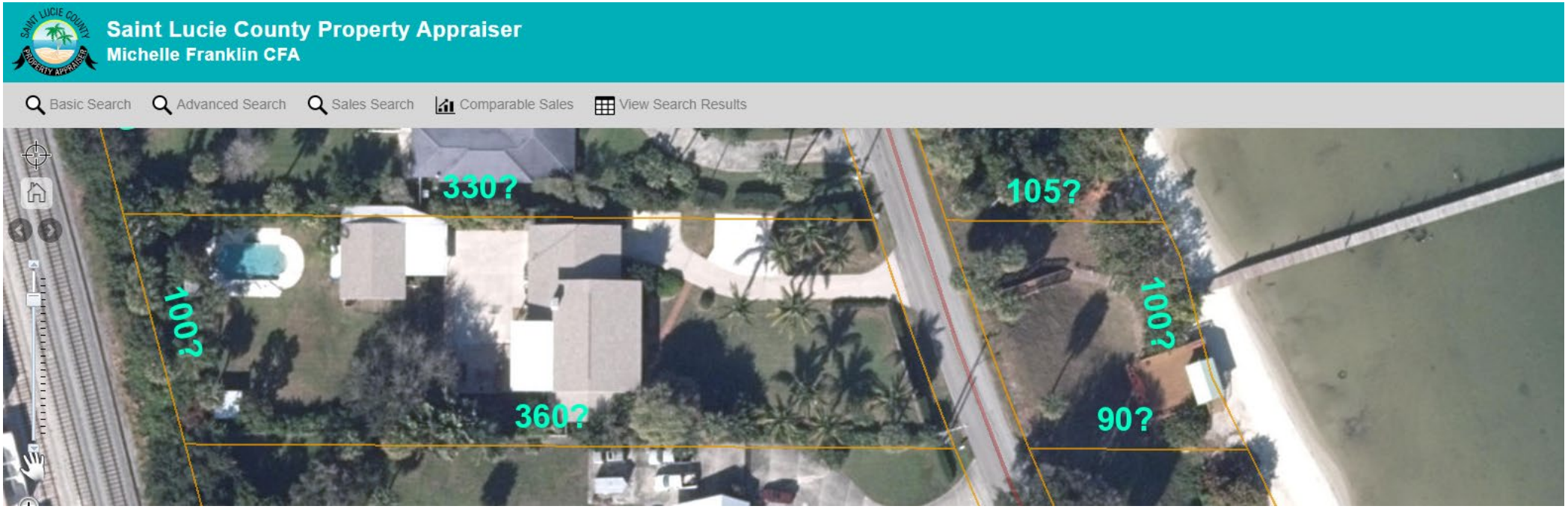
We were denied Unity of Title in 2018 for our two lots because our lots were not contiguous.

Pictures in Slide 6 in Staffs Presentations are from the 2018 citations.

At that time we came into compliance by placing all trailers on our house property.

The pictures on Slide 7 are pictures of a day we were doing projects in the driveway and placed our vehicles on our empty lot across the street.

Why are we here?



I still say that we should be able to get Unity of Title when there is a road between lots as in Indian River Drive, as seen above.

A normal day looking at our empty lot from the road.

A normal day looking at our empty lot from the road.

A normal day looking at our empty lot from the road.

A normal day looking at our empty lot from the road.

To be allowed to store my property on my property

As our city slogan “Port St. Lucie is a Safe, Beautiful, and Prosperous City for All People - Your Hometown.”

I think “All People” should include people like me that have hobbies and require parking and storage for their property on their property.

Please approve P22-334 Chapter 158

(K) Empty lots uses:

1. To park multiple utility trailers(s) greater than 20 ft in length.
2. To park multiple enclosed trailer(s) and greater than 20 ft in length.
3. To park multiple boat trailer(s), empty and with boats on them.
4. To park multiple wave runner trailer(s), empty and with waverunners on them.
5. Be allowed to have “open storage”.
6. A shed/workshop, up to 1000 SQFT.
7. Allowed to fence along the property boundaries.
8. To park multiple Recreational vehicle(s).

Thank you for your time

Any questions?

Agenda Summary

2023-014

Agenda Date: 1/3/2023 **Agenda Item No.:** 7.b

Placement: Public Hearing - Non Quasi Judicial

Action Requested: Motion / Vote

P22-335 3771 SE Jennings Road - Small-Scale Comprehensive Plan Amendment (

Location: The property is located south of SE Jennings Road and west of SE Lennard Road at 3771 SE Jennings Road.

Legal Description: A portion of Lot 2, Block 1, St. Lucie Gardens Plat 1

This is a request to change the future land use designation of a 3.05-acre parcel from Utility (U) to Service Commercial (CS).

Submitted By: Bethany Grubbs, Planner III

Executive Summary: The applicant is requesting approval of a small-scale Future Land Use Map amendment for 3.05 acres from U (Utility) to (CS) Service Commercial.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Board recommend approval of the future land use map amendment.

Alternate Recommendations:

1. Move that the Board amend the recommendation and recommend approval.
2. Move that the Board recommend denial.

Background: See attached staff report.

Issues/Analysis: See attached staff report.

Special Consideration: See attached staff report.

Location of Project: 3771 SE Jennings Road, on the south side of SE Jennings Road and west of SE Lennard Road.

Attachments:

1. Staff Report
2. Application
3. Owner's Authorization
4. Warranty Deed

5. Staff Presentation

3771 SE Jennings Road
Small-Scale Comprehensive Plan Amendment
P22-335

Project Location Map

SUMMARY

Applicant's Request:	Small-Scale Future Land Use Map Amendment from U (Utility) to CS (Service Commercial)
Applicant:	Vlada Peterka, Redtail Design Group, Inc.
Property Owner:	Crb of Florida, Inc.
Location:	3771 SE Jennings Road
Project Planner:	Bethany Grubbs, Planner III

Project Description

The applicant is requesting approval of a small-scale Future Land Use Map amendment for 3.05 acres from U (Utility) to (CS) Service Commercial. The subject property is located at 3771 SE Jennings Road, on the south side of SE Jennings Road, west of SE Lennard Road, and east of S US Highway 1. The applicant is requesting a change in zoning to allow an enclosed assembly use to utilize the existing 5,022-square-foot building, which was constructed in 1988. No additional development is proposed.

The property has a concurrent rezoning application to change the zoning designation from GU (General Use) to CS (Service Commercial). The rezoning application will be heard concurrently with the small-scale Future Land Use Map amendment.

Previous Actions and Prior Reviews

The site is also contains a 275' guyed tower and associated equipment. With a special exception use application, City Council approved a distance separation waiver allowing the tower to be constructed 401 feet from an existing tower, which is under the 2,000-foot requirement.

Public Notice Requirements

Per Sec 151.06 of the City's Zoning Code, a mailed notification of public hearing has been provided to property owners within 750 feet of the parcel and a copy of the notice has been kept available for public inspection during regular business hours.

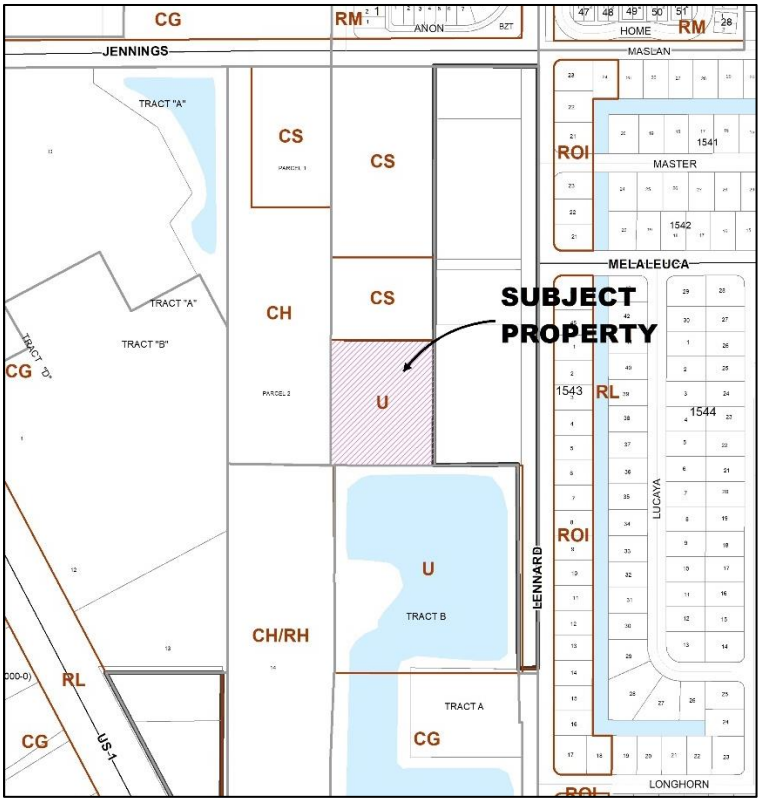
Location and Site Information

Parcel Number:	3414-501-4701-400-4
Property Size:	3.05 acres
Legal Description:	A portion of Lot 2, Block 1, of St. Lucie Gardens Plat 1
Future Land Use:	U (Utility)
Existing Zoning:	GU (General Use)
Existing Use:	Developed with an existing 5,022-square-foot office building and a telecommunications tower
Requested Future Land Use:	CS (Service Commercial)
Proposed Use:	Enclosed assembly and an existing 275' guyed wireless communication tower leased by another entity

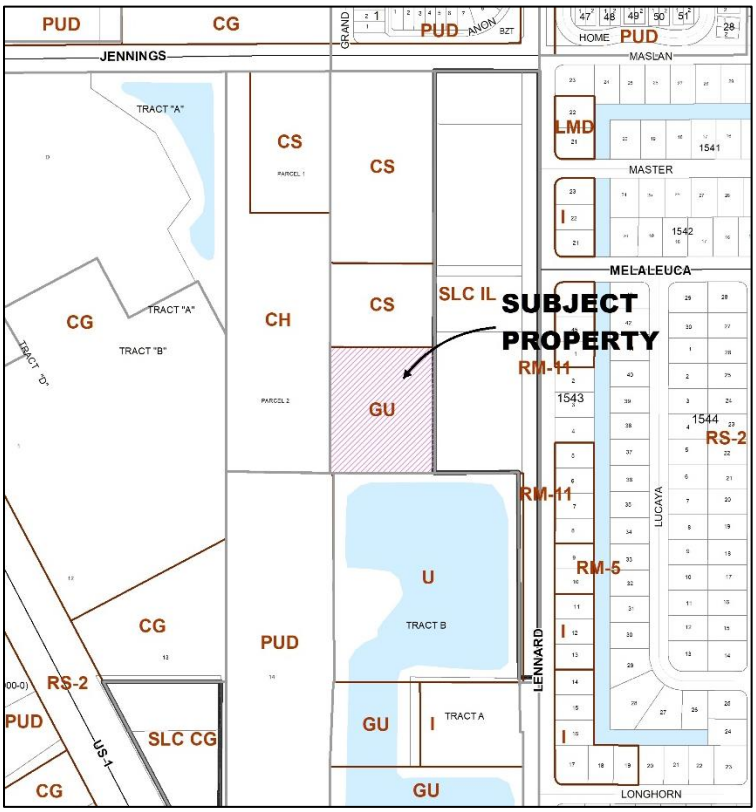
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	CS	CS	Telecommunications Tower
South	U	U	Vacant – City-owned
East	IND, St. Lucie County	IL, St. Lucie County	Industrial Park
West	CH	CH	Self-Storage and RV Resort

CS – Service Commercial, U – Utility, IND – Industrial (SLC), IL – Industrial Light (SLC), CH – Highway Commercial)



Future Land Use Map



Zoning Map

COMPREHENSIVE PLAN REVIEW AND ANALYSIS

Applicant's Justification Statement: The request is to change the future land use designation from U (Utility) to CS (Service Commercial). The site has been fully developed, and the proposal does not seek approval for any further development. The proposal's main goal is to allow the American Caribbean Club to hold its meetings in the existing building.

Land Use Consistency: The applicant is proposing a small-scale Future Land Use Map amendment from U to CS for 3.05 acres.

The future land use map amendment application is supported by and furthers the following policies of the comprehensive plan:

- Goal 1.1 states "Provide an appropriate mix of land uses which meet the needs of current and future residents of Port St. Lucie in a way which is environmentally acceptable; and developed concurrent with needed facilities and services."
- Objective 1.1.3 states, "Development orders and permits for development and redevelopment activities shall be issue only in areas where public facilities necessary to meet level of service standards (which are adopted as part of the Traffic, Infrastructure, Recreation and Open Space, Public School Facilities and Capital Improvements elements of this Comprehensive Plan) are available concurrent with the impacts of development".
- Policy 1.1.3.1 states, "The development of residential, commercial and industrial land shall be timed and staged in conjunction with provision of supporting community facilities and services identified as being required such as:

    a. Potable water;
    b. Sanitary sewers;
    c. Solid waste removal;
    d. Vehicular and pedestrian circulation;
    e. Public safety;
    f. Recreation;
    g. Public schools;
    h. Electricity; and
    i. Drainage."

Adequate Public Facilities Review (Objective 1.1.3)

The project has been reviewed for consistency with the adopted level of service standards in the Comprehensive Plan and documented as follows:

Potable Water/Sanitary Sewer: The City of Port St. Lucie Utility Systems Department is the provider of water and sewer service to the property. Under the current U future land designation, the most intense use would be utility facility. The level of service for potable water is 125 gallons per day per 1,000 square feet for commercial. Sanitary sewer is 85 percent of the potable water level of service. Projected water and wastewater demand for both existing and future land use categories are listed below:

Water and Wastewater Calculations by Net Change of Land Use

Future Land Use	*Maximum Development*	*Projected Demand Potable Water*	*Projected Demand Wastewater (85% of potable water rate)*
U (Existing)	39,857 SF	4,982	4,235
CS (Proposed)	53,143 SF	6,643	5,647
Projected INCREASE in demand		***+1,661 gallons***	***+1,412 gallons***

The proposed future land use amendment would potentially result in an increase in water and wastewater demand of approximately 1,661 gallons per day of potable water usage and approximately 1,412 gallons per day wastewater usage. Existing and planned facilities are available to serve the area.

Transportation: Comparison of existing traffic impacts and proposed based on the maximum amount of development allowed and documented as follows:

Existing Future Land Use	**Acre**	**Maximum Coverage**	**Trip Generation Average Rate (ITE Code)**	**Average Daily Trips**	**PM Peak Hour**
Utility (U)	3.05	39,857 SF	Utility (ITE Code 170)	490	91
Proposed Future Land Use	**Acre**	**Maximum Coverage**	**Trip Generation Average Rate (ITE Code)**	**Average Daily Trips**	**PM Peak Hour**
Service Commercial (CS)	3.05	53,143 SF	Manufacturing (ITE Code 140)	252	43

The proposed amendment is not expected to have an adverse impact on traffic impact, since the proposed land use will generate less Average Annual Daily Traffic (AADT). There are not expected to be any adverse impacts on the transportation level of service for the adjacent roads. Access to the property will not change from the existing conditions.

Parks/Open Space: Commercial development would not require additional developed park and recreation land, per Policy 7.1.1.3 of the Comprehensive Plan.

Stormwater: The project will include a paving and drainage plan that is in compliance with the adopted level of service standard.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available.

Public School Concurrency Analysis: The conversion from U to CS (both commercial land uses) will not impact school needs.

Environmental: The site has been developed, and the proposal does not seek approval for any further development that would have an impact on the existing environment. The site does not contain any State and Federal jurisdictional wetlands.

Flood Zone: The flood map for the selected area is number 12111C0293K and is located in Zone X. Zone X is determined to be located outside the 100-year and 500-year floodplains. An approved stormwater protection plan is required prior to final site plan approval.

Fire District: The nearest St. Lucie County Fire District station is Station 5 (2288 SE Delano Road). The St. Lucie Fire District does not list response times for each individual station because of the necessity of responding with another station.

Police: The department's response time is approximately 5-7 minutes for emergency calls. This proposed comprehensive plan is not expected to adversely impact that response time.

Policy 1.1.7.1: Future Land Use Map Amendment will be reviewed based on consistency with the goals, objectives, and policies of all elements of the comprehensive plan and other considerations such as:

	Consistent with criteria (Y/N or N/A)
Satisfy a deficiency or mix of uses in the Plan map	The proposed amendment will allow for an enclosed assembly use in a pattern that is compatible with surrounding uses.
Accommodate projected population or economic growth of the City	Y
Diversify the housing choices in the City	N/A
Enhance or impede provision of services at adopted LOS Standards	Neither enhance nor impede adopted LOS
Compatibility with abutting and nearby land uses	Y
Enhance or degrade environmental resources	Neither enhance nor degrade environmental resources
Job creation within the targeted industry list	N

STAFF RECOMMENDATION

The Planning and Zoning Department recommends approval of the proposed comprehensive plan amendment.

Planning and Zoning Board Action Options:

- Motion to recommend denial to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend approval to the City Council

Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

P22-335 3371 SE Jennings Road - CPA/Small Scale

TYPE	STATUS	BUILDING TYPE
CP	SUBMITTED	

ASSIGNED TO

Bethany Grubbs

ADDRESS

3771 SE JENNINGS RD

SECTION	BLOCK	LOT
	StLucieGardens	

LEGAL DESCRIPTION

The legal description is over 4000 characters long, so it could not be copied here. It will be submitted as an attachment.

SITE LOCATION

Port Saint Lucie

PARCEL #

3414-501-4701-400-4

CURRENT LANDUSE	PROPOSED LANDUSE	CURRENT ZONING	PROPOSED ZONING
U	CS	GU	CS

ACREAGE	NON-RESIDENTIAL SQ. FOOTAGE	NO. OF RESIDENTIAL UNITS
3.05		

NO. OF LOTS OR TRACTS	NO. OF SHEETS IN PLAT
0	0

UTILITY PROVIDER

CITY OF PORT ST. LUCIE

DESCRIBE REQUEST

Change of the Land use from the current 'Utilities' to ' Service Commercial' and rezoning from 'General Use' to 'Service Commercial' for a 3.05 acre parcel at the address 3771 SE JENNINGS RD, with Parcel Number 3414-501-4701-400-4. There are no future planned developments. There is one building on the site, and the reason for this request is that the owners would like to hold occasional meetings of the Caribbean American Club, a local non-profit social club.

Primary Contact Email

vlada@redtaildg.com

AGENT/APPLICANT

FIRST NAME	LAST NAME
Vlada	Peterka

Business Name

RedtailDG

ADDRESS

100 S. 2nd Street

CITY	STATE	ZIP
Fort Pierce	FL	34950

EMAIL	PHONE
vlada@redtaildg.com	7727421555

AUTHORIZED SIGNATORY OF CORPORATION

FIRST NAME	LAST NAME

ADDRESS

CITY	STATE	ZIP

EMAIL	PHONE

PROJECT ARCHITECT/ENGINEER

FIRST NAME	LAST NAME

Business Name

ADDRESS

CITY	STATE	ZIP

EMAIL	PHONE

PROPERTY OWNER

Business Name
Crb Of Florida Inc

ADDRESS
AP Dept #158, 20880 Stone Oak Pkwy

CITY	STATE	ZIP
San Antonio	TX	78258

EMAIL	PHONE
bloomfieldd@bellsouth.net	(772) 000-0000

FPR-005

839213

10.50

WARRANTY DEED

THIS WARRANTY DEED, made and executed as of the 30th day of June, 1987, by FRED L. NETTERE, hereinafter called the "Grantor", to CRB OF FLORIDA, INC., a Delaware corporation, whose post office address is c/o Mr. Edward G. Rogoff, 630 Fifth Avenue, Room 2930, New York, New York 10111, hereinafter called the "Grantee":

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument, and the heirs, legal representatives and assigns of any individual(s), and the successors and assigns of any corporation(s).)

550.00

4/14/05 Scan then file in deedbook
Ft. Pierce Studios, WAVW-FM Tower
3771 S.E. Jennings Rd
Port St. Lucie, FL

Marked - Ft. Pierce, FL

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in St. Lucie County, Florida, to-wit:

The South 400 feet of the West 1/2 of Lot 2, Block 1, of ST. LUCIE GARDENS, PLAT 1, according to the plat thereof, recorded in Plat Book 1, Page 35 of the Public Records of St. Lucie County, Florida, Section 12, Township 37 South, Range 40 East.

The property being conveyed hereunder is not the homestead of the Grantor. The home address of the Grantor is 1357 Northeast Boulevard, Apartment 307, Stuart, Florida 33494.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

SUBJECT to conditions, limitations, restrictions, reservations, leases, easements, and rights-of-way of record, if any, provided, however, that nothing contained herein shall operate to reimpose any of the foregoing; taxes for the year 1987, and subsequent years; and applicable zoning ordinances.

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

This Instrument Prepared by
and Return to:

Domenick R. Esquire
Shutts & Bowen
Forum III, Suite 700
1675 Palm Beach Lakes Boulevard
West Palm Beach, Florida 33401

550.00

Book 551 PAGE 2926

And the Grantor hereby covenants with the said Grantee that it is lawfully seised of the said premises in fee simple; that it has good right and lawful authority to sell and convey the same; that it hereby fully warrants the title to the said premises and will defend the same against the lawful claims of all persons whomsoever; and that said premises are free of all encumbrances except those to which this deed is made subject as noted above.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in his name, the day and year first above written.

Signed, sealed and delivered
in the presence of:

FRED L. NETTERE

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared FRED L. NETTERE, and he acknowledged executing the same in the presence of two subscribing witnesses freely and volumtarily.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of June, 1987.

Notary Public
State of Florida at Large

My Commission Expires:

839213

'87 JUL 31 P3:17

FILED AND RECORDED
DOUGLAS ... CLERK
ST. LUCIE COUNTY, FL.

OFFICIAL SEAL
Judith L. Quinn
Notary Public State of Florida
My Commission Expires
May 8, 1988

WCMS1556/ds(5)

Crb Of Florida Inc
AP Dept #158
20880 Stone Oak Parkway
San Antonio, TX 78258

OWNER CONSENT FORM

Project Name: Caribbean American Club

Parcel ID: 3414-501-4701-400-4 Address: 3771 SE Jennings Road

BEFORE ME THIS DAY PERSONALLY APPEARED DaWn Bloomfield,
WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Redtail DG, Inc. to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent us at all meetings and public hearings pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed plat, site plan, construction plans, and other related development items for this parcel.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 30th day of Sept, 2022, by DaWn Bloomfield (Name of Person Acknowledging) who is personally known to me or who has produced Personally Known (type of identification) as identification and who did (did not) take an oath.

Notary Signature

Ruth Leonard
Printed Name of Notary

RUTH T LEONARD
Notary Public, State of Florida
Commission# HH 258178
My comm. expires Oct. 29, 2024
(Notary Seal)

10/29/2024
My commission expires

Owner's Signature On behalf

CARIBBEAN AMERICAN CLUB
Owner's Name

3771 SE JENNINGS ROAD.
Street Address

PORT ST LUCIE FL 34952.
City, State, Zip

9546369067 bloomfieldd@bellsouth.net
Telephone / Email

3771 SE Jennings Road

Comprehensive Plan Amendment (Small-Scale)
Project No. P22-335

Planning and Zoning Board
January 3, 2023
Bethany L. Grubbs, Planner III

Requested Application:

This is an application for a small-scale comprehensive plan amendment to change the future land use designation for 3.05 acres from U (Utility) to CS (Service Commercial).

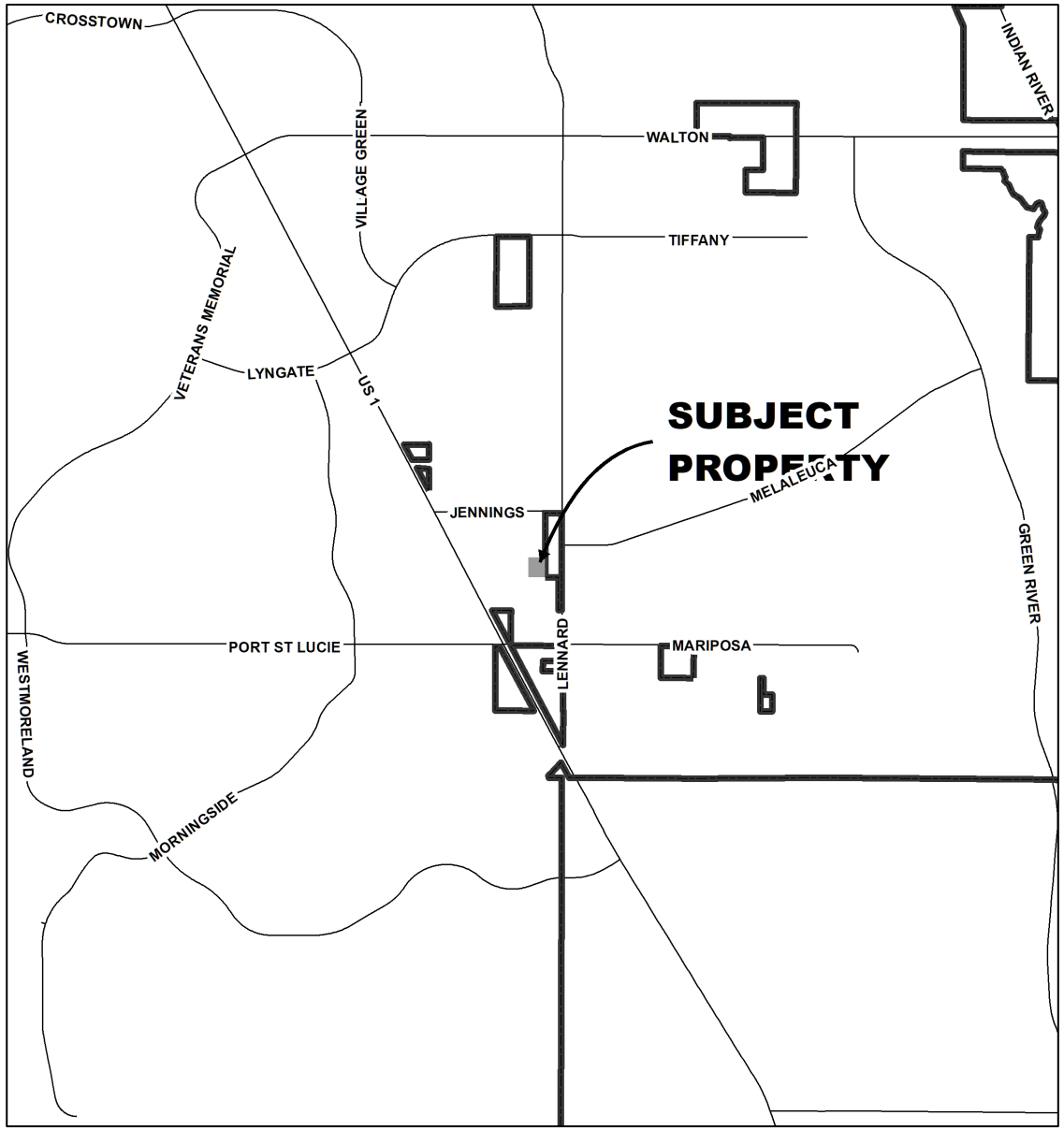
What is the difference between Future Land Use (FLU) and Zoning?

- FLU Map is part of the Comprehensive Plan
  - Provides ultimate future use of the land
  - Defines the intensity of the use (i.e., units per acre)
- Zoning
  - Prescribes specifics to a parcel (setbacks, lot coverage)
  - Prohibited and Allowable uses

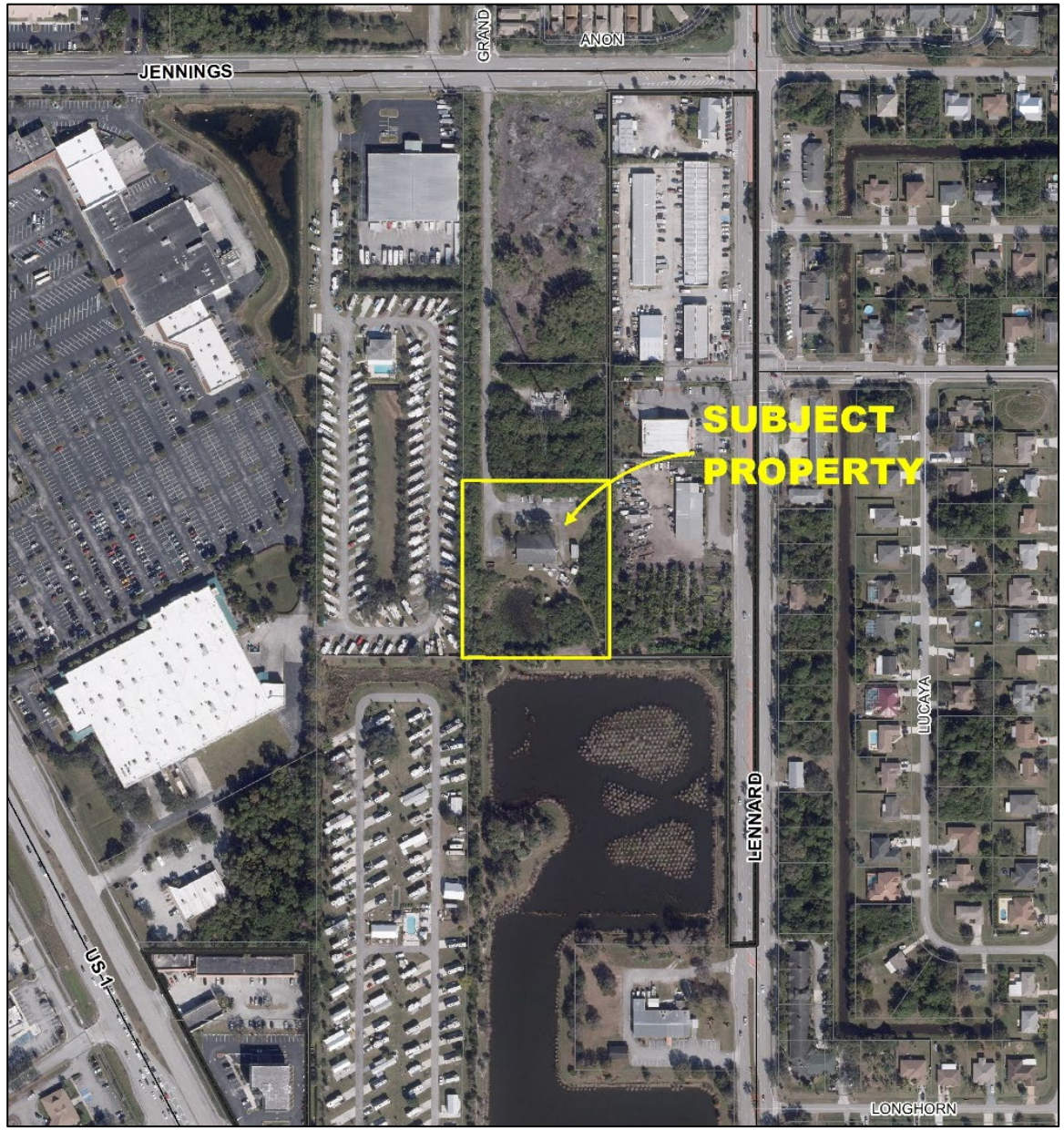
Concurrent Applications:

- The applicant has applied for a concurrent rezoning application and the corresponding small-scale Comprehensive Plan amendment.
- The rezoning to the compatible zoning district of CS from GU will be heard at this meeting
- This request is a small-scale amendment and will be required to be heard prior to consideration of the rezoning.

Location


CROSSTOWN
INDIAN RIVER
WALTON
VILLAGE GREEN
TIFFANY
VETERANS MEMORIAL
LYNGATE
US 1
SUBJECT PROPERTY
MELALEUCA
JENNINGS
GREEN RIVER
PORT ST LUCIE
LENNARD
MARIPOSA
WESTMORELAND
MORNINGSIDE

Aerial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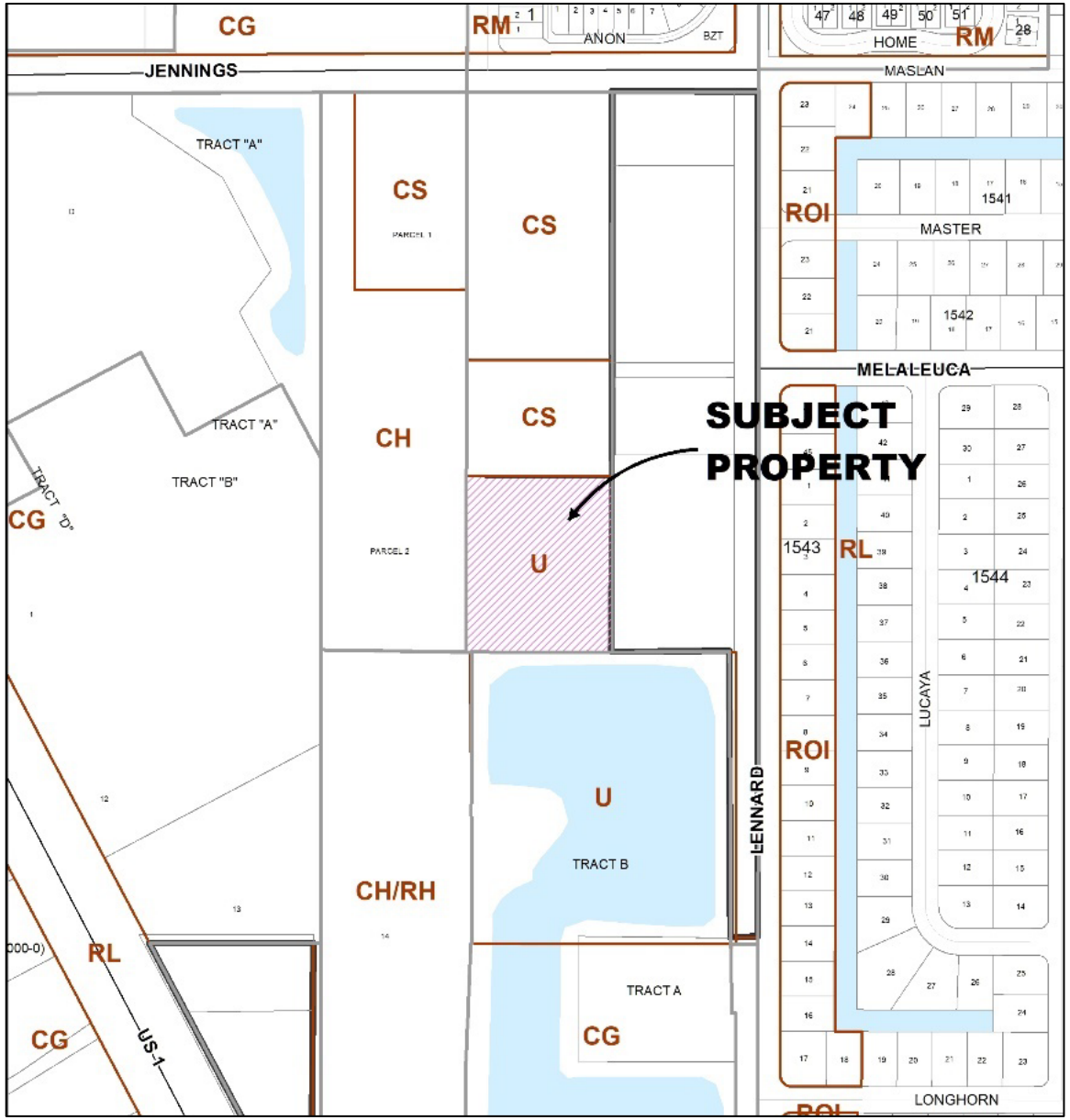
ANON
SUBJECT
PROPERTY
LUCAYA
LENNARD
US-1
LONGHORN

Land Use


CG
RM
ANON
BZT
HOME
RM
JENNINGS
MASLAN
TRACT "A"
CS
CS
ROI
1541
MASTER
1542
MELALEUCA
TRACT "A"
CH
CS
SUBJECT
PROPERTY
TRACT "B"
TRACT "D"
CG
PARCEL 2
U
1543
RL
1544
ROI
LUCAYA
U
LENNARD
TRACT B
CH/RH
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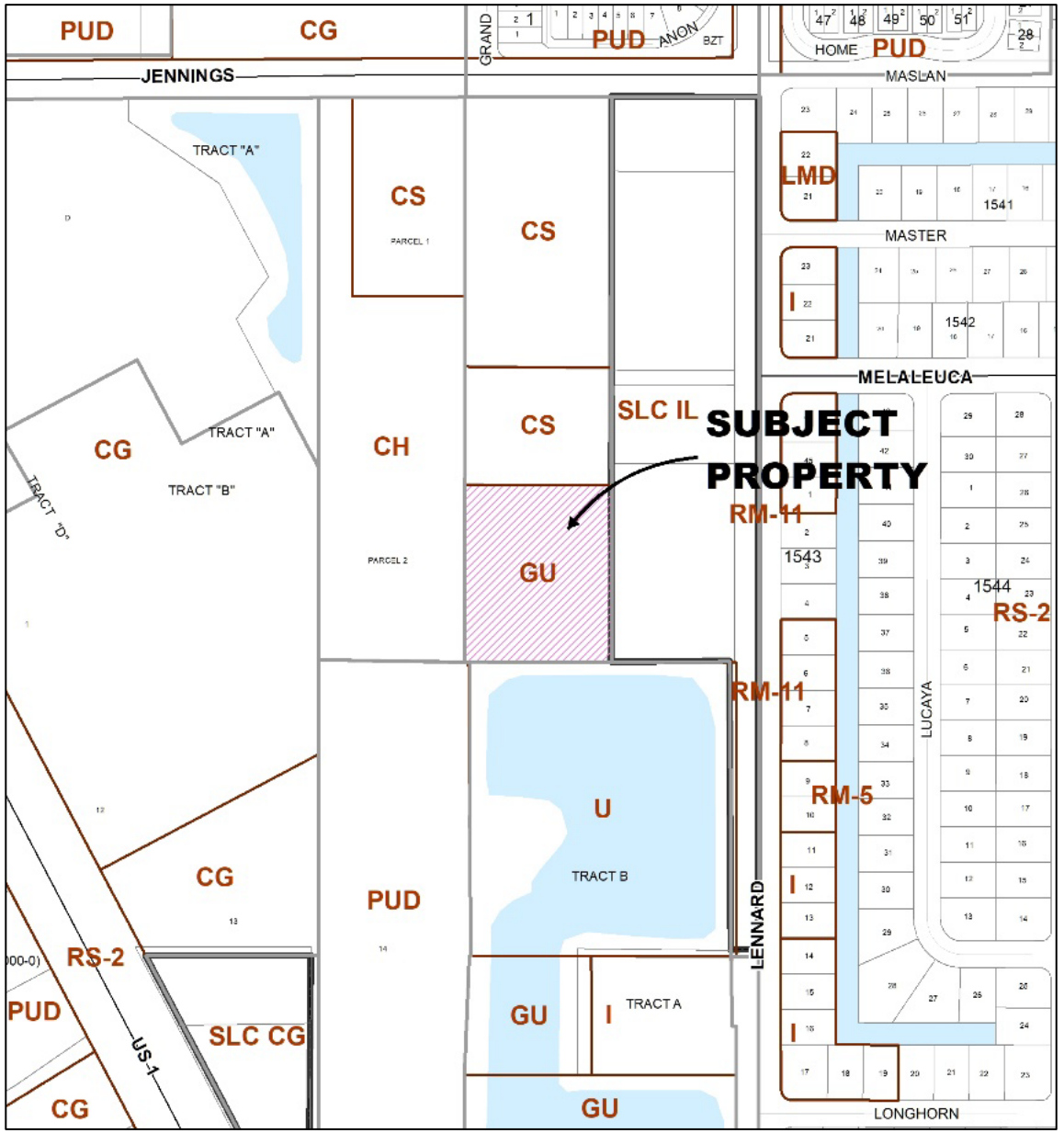
US-1
CG
TRACT A
CG
LONGHORN

Zoning


PUD
CG
JENNINGS
GRAND
PUD
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HOME
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TRACT "A"
CS
PARCEL 1
CS
LMD
1541
MASTER
1542
MELALEUCA
CG
TRACT "A"
TRACT "B"
TRACT "D"
CH
PARCEL 2
CS
SLC IL
SUBJECT PROPERTY
RM-11
GU
1543
1544
RS-2
RM-11
LUCAYA
RM-5
U
TRACT B
LENNARD
CG
PUD
RS-2
PUD
US-1
SLC CG
GU
I
TRACT A
CG
GU
LONGHORN

JUSTIFICATION:

The proposed future land use amendment is supported by goals, objectives and policies of the Comprehensive Plan.

- Specifically: Goal 1.1 states “Provide an appropriate mix of land uses which meet the needs of current and future residents of Port St. Lucie in a way which is environmentally acceptable; and developed concurrent with needed facilities and services.”
- Objective 1.1.3 states, “Development orders and permits for development and redevelopment activities shall be issued only in areas where public facilities necessary to meet level of service standards (which are adopted as part of the Traffic, Infrastructure, Recreation and Open Space, Public School Facilities and Capital Improvements elements of this Comprehensive Plan) are available concurrent with the impacts of development”.

Policy 1.1.3.1 states, “The development of residential, commercial and industrial land shall be timed and staged in conjunction with provisions of supporting community facilities and services identified as being required such as:

a. Potable water;
b. Sanitary sewers;
c. Solid waste disposal;
d. Vehicular and pedestrian circulation;
e. Public safety;
f. Recreation;
g. Public schools;
h. Electricity; and
i. Drainage.”

Traffic Impact Analysis

- Change in Future Land Use designation results in a DECREASE of Average Daily and PM Peak hour trips.

Existing Future Land Use	Acre	Maximum Coverage	Trip Generation Average Rate (ITE Code)	Average Daily Trips	PM Peak Hour
Utility (U)	3.05	39,857 SF	Utility (ITE 170)	490	91
Proposed Future Land Use	Acre	Maximum Coverage	Trip Generation Average Rate (ITE Code)	Average Daily Trips	PM Peak Hour
Service Commercial (CS)	3.05	53,143 SF	Manufacturing (ITE 140)	252	43

Staff Recommendation:

Staff recommends approval of the proposed small-scale comprehensive plan Future Land Use Map amendment.

"A City for All Ages"

Agenda Summary

2023-006

Agenda Date: 1/3/2023 **Agenda Item No.:** 7.c

Placement: Public Hearing - Non Quasi Judicial

Action Requested: Motion / Vote

P22-347 City of Port St. Lucie - Public Works Facility - Comprehensive Plan Amendment/ Small Scale Map Amendment

Location: The property is located at 430 and 450 SW Thornhill Avenue on the southwest corner of Bayshore Boulevard and Thornhill Avenue.
Legal Description: A portion of Tract "O", Tract "P" and a drainage R-O-W of Port St. Lucie Section 18.
This request is to change the Future Land Use designation of 8.37 acres from Commercial General/Commercial Highway (CG/CH) to Utility (U).

Submitted By: Stephen Mayer, Planner III

Executive Summary: A small-scale comprehensive plan amendment requested by the City of Port St. Lucie (owner) to change the Future Land Use designation for 8.37 acres of property from Commercial General/Commercial Highway (CG/CH) to Utility (U) to construct a phased redevelopment/expansion of the existing Public Works facility.

Presentation Information: Staff will make a brief presentation.

Staff Recommendation: Move that the Board recommend approval of the future land use map amendment.

Alternate Recommendations:

1. Move that the Board amend the recommendation and recommend approval of the amended future land use amendment.
2. Move that the Board recommend denial of the future land use amendment request.

Background: See Staff Report.

Issues/Analysis: See Staff Report.

Special Consideration: N/A

Location of Project: The property is located at 430 and 450 SW Thornhill Avenue, the existing Public Works Facility on the southwest corner of Bayshore Boulevard and Thornhill Avenue

Attachments: 1. Staff Report, 2. Application, 3. Deed - 430 SW Thornhill Avenue, 4. Deed - 450 SW Thornhill Avenue, 5. Staff Presentation.

City of Port St. Lucie Public Works Facility
Small-Scale Comprehensive Plan Amendment
P22-347

Project Location Map

SUMMARY

Applicant's Request:	Small-Scale Future Land Use Map Amendment from Commercial General (CG)/Commercial Highway (CH) to Utility (U)
Applicant:	Octavio Reis of Bowman Consulting
Property Owner:	City of Port St. Lucie
Location:	430 and 450 SW Thornhill Avenue
Project Planner:	Stephen Mayer, Planner III

Project Description

The applicant is requesting approval of a small-scale Future Land Use Map amendment for 8.37 acres from a Commercial General (CG)/ Commercial Highway (CH) future land use classification to the Utility (U) future land use classification. The properties are located at 430 and 450 SW Thornhill Avenue, on the southwest corner of Bayshore Boulevard and Thornhill Avenue.

Currently, the property has a future land use classification of CG/CH and is zoned CG. The current future land use and zoning is inconsistent with the existing public facility use and the proposed redevelopment/expansion of the use. Therefore, the applicant is seeking a small-scale Future Land Use Map amendment to provide consistency between the land use designation and the existing and proposed public facility use. The applicant has applied for a concurrent rezoning and site plan applications.

Public Notice Requirements

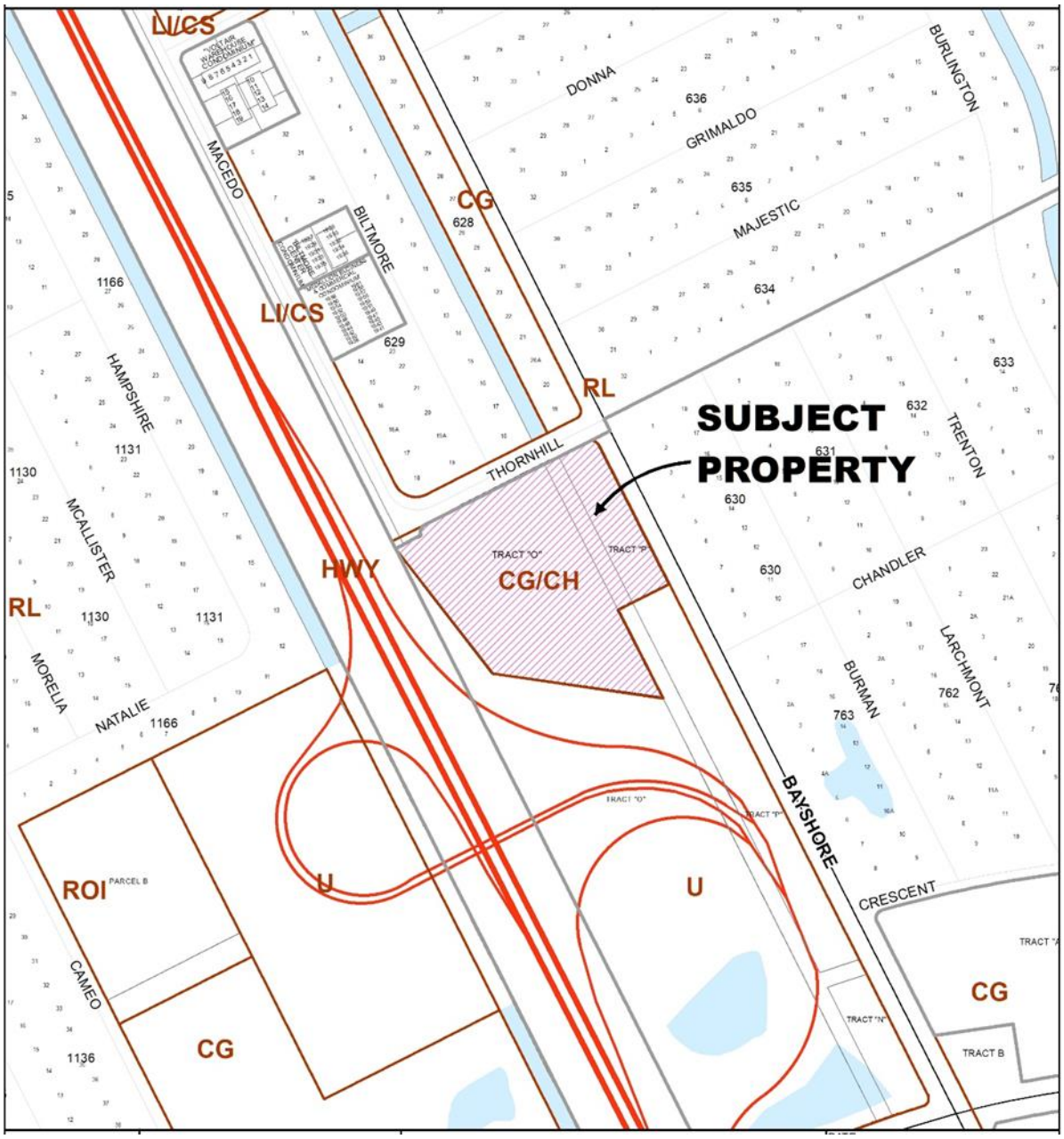
Per Sec 151.06 of the City's Zoning Code, a mailed notification of public hearing has been provided to property owners within 750 feet of the parcel and a copy of the notice has been kept available for public inspection during regular business hours.

Location and Site Information

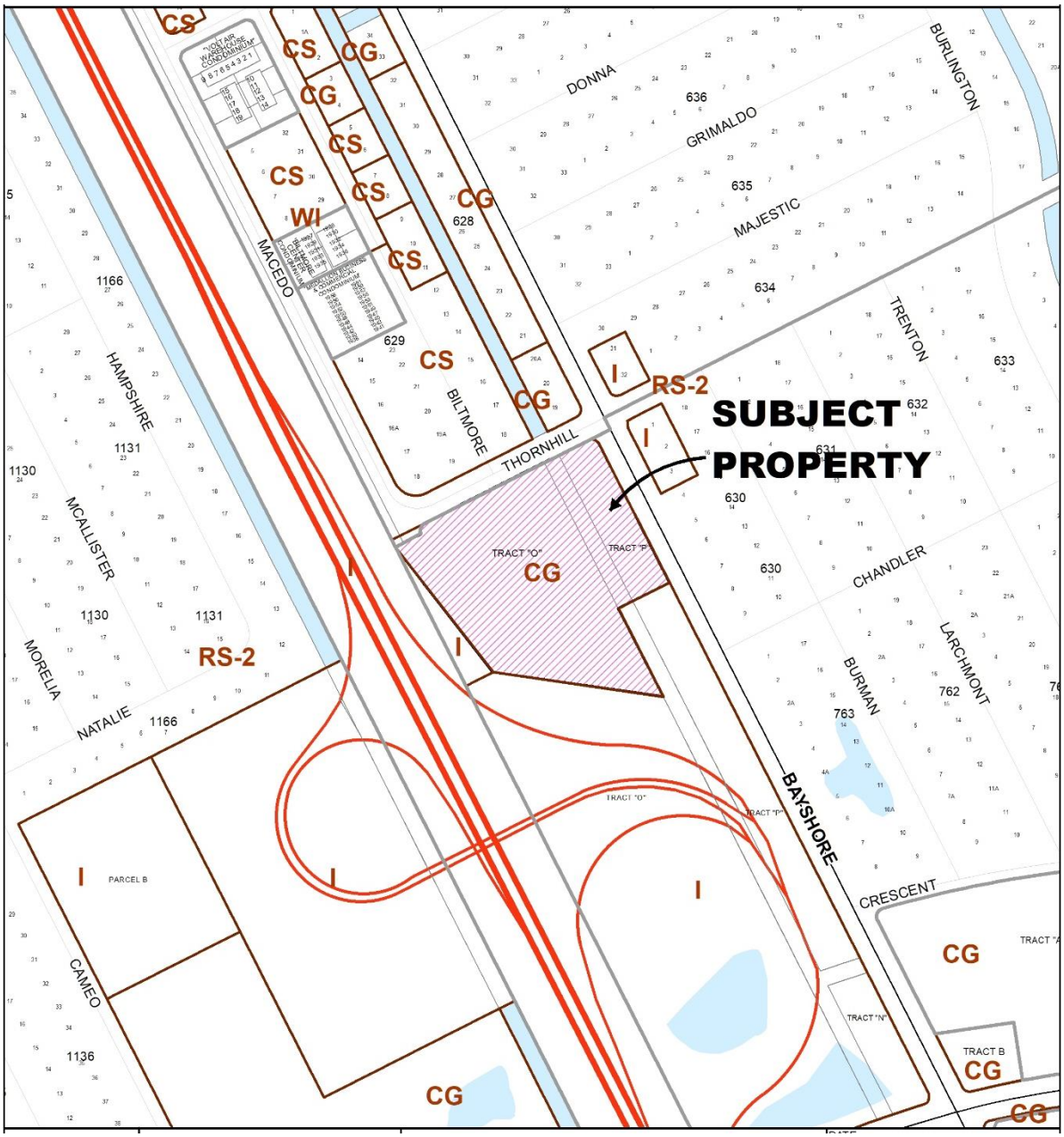
Parcel Number:	3420-585-0013-000-1; 3420-585-0014-000-8; and 3420-585-3297-000-6
Property Size:	8.37 acres
Legal Description:	A portion of Tract "O", Tract "P" and a portion of a drainage R-O-W of Port St. Lucie Section 18
Future Land Use:	CG/CH
Existing Zoning:	CG
Existing Use:	Public Use Facility
Requested Future Land Use:	Utility (U)
Proposed Use:	Public Use Facility

Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	LI/CS and CG	CS/CG	Industrial
South	I	I	Florida's Turnpike
East	RL	RS-2 and I	Industrial and Single Family Residential
West	I	I	Florida's Turnpike



Future Land Use Map


SUBJECT PROPERTY
CS
CG
WI
RS-2
I
DONNA
GRIMALDO
MAJESTIC
TRENTON
BURLINGTON
MACEDO
BILTMORE
THORNHILL
HAMPSHIRE
MCALLISTER
MORELIA
NATALIE
CHANDLER
BURMAN
LARCHMONT
BAYSHORE
CRESCENT
CAMEO
TRACT "O"
TRACT "P"
TRACT "N"
TRACT B
PARCEL B
636
635
634
633
632
631
630
629
628
1166
1131
1130
1136
763
762

Zoning Map

COMPREHENSIVE PLAN REVIEW AND ANALYSIS

Applicant's Justification Statement: Due to the City's growth and future demands, the existing Public Works facility requires expansion. The property is currently designated with a commercial land use and zoning, which is inconsistent with the current and future use. This amendment is intended to bring the land use into consistency with the current use and allow for the expansion. The adjacent use to the north is commercial service in nature and the Florida Turnpike interchange is adjacent to the property to the west and south. Only the property to the east is residential in nature. The proposed expansion will demolish the buildings currently along the eastern side of the property and replace them with water features, art and a landscape buffer.

Land Use Consistency: The applicant is proposing a small-scale Future Land Use Map amendment from CG/CH to U for 8.37 acres.

The future land use map amendment application is supported by and furthers the following policies of the comprehensive plan:

- Goal 1.1 states "Provide an appropriate mix of land uses which meet the needs of current and future residents of Port St. Lucie in a way which is environmentally acceptable; and developed concurrent with needed facilities and services."
- Objective 1.1.3 states, "Development orders and permits for development and redevelopment activities shall be issue only in areas where public facilities necessary to meet level of service standards (which are adopted as part of the Traffic, Infrastructure, Recreation and Open Space, Public School Facilities and Capital Improvements elements of this Comprehensive Plan) are available concurrent with the impacts of development".
- Policy 1.1.3.1 states, "The development of residential, commercial and industrial land shall be timed and staged in conjunction with provision of supporting community facilities and services identified as being required such as:

    a. Potable water;
    b. Sanitary sewers;
    c. Solid waste removal;
    d. Vehicular and pedestrian circulation;
    e. Public safety;
    f. Recreation;
    g. Public schools;
    h. Electricity; and
    i. Drainage."

Adequate Public Facilities Review (Objective 1.1.3)

The project has been reviewed for consistency with the adopted level of service standards in the Comprehensive Plan and documented as follows:

Potable Water/Sanitary Sewer: The City of Port St. Lucie Utility Systems Department is the provider of water and sewer service to the property. Under the current CG/CH future land designation, pursuant to Policy 1.1.4.10, the most intense use would be general commercial at the highest intensity of 40% building coverage of a shopping center use (145,839 SF). The level or service for potable water is 125 gallons per day per 1,000 square feet for commercial. Sanitary sewer is 85 percent of the potable water level of

service. The highest intensity for the proposed land use is 30% building coverage. Projected water and wastewater demand for both existing and future land use categories are listed below:

Water and Wastewater Calculations by Net Change of Land Use

Future Land Use	*Development*	*Projected Demand Potable Water*	*Projected Demand Wastewater (85% of potable water rate)*
CG/CH (Existing)	145,839 SF	18,225	15,491
U (Proposed)	109,379 SF	13,672	11,622
Projected change in demand		***(4,553 gallons)***	***(3,869 gallons)***

The proposed future land use amendment would potentially result in a decrease in water and wastewater demand since the maximum use of the property would be less for the proposed versus the existing land uses (as CG/CH and U allows for non-residential uses). Existing and planned facilities are available to serve the area.

Transportation: Comparison of existing traffic impacts and proposed based on maximum amount of development allowed and documented as follows:

Existing Future Land Use	**Acre**	**Maximum Coverage**	**Trip Generation Average Rate (ITE Code)**	**Average Daily Trips**	**PM Peak Hour**
Commercial General/ Commercial Highway (U)	8.37	145,839 SF	Shopping Plaza (ITE 821)	12,637	1,418
Proposed Future Land Use	**Acre**	**Maximum Coverage**	**Trip Generation Average Rate (ITE Code)**	**Average Daily Trips**	**PM Peak Hour**
Utilities (U)	8.37	109,379 SF	Utility (ITE 170)	495	222

The proposed amendment is not expected to have an adverse impact on traffic impact, since the Public Use facility would have less traffic impact than the maximum intensity for a commercial property. There is not expected to be any adverse impacts on the transportation level of service for the adjacent roads. Access to the property will not change from the existing conditions.

Parks/Open Space: Public Use development would not require additional developed park and recreation land, per Policy 7.1.1.3 of the Comprehensive Plan.

Stormwater: The project will include a paving and drainage plan that is in compliance with the adopted level of service standard.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available.

Public School Concurrency Analysis: The conversion from CG to U (both non-residential land uses) will not impact the school needs.

Environmental: The site does not contain any State or Federal jurisdictional wetlands. Prior to site plan or any development approval for the redevelopment/expansion, because there are no uplands on

the site, the applicant will be required to provide for tree mitigation pursuant to the City's Code. Prior to land clearing activities a Gopher Tortoise Survey will be required.

Flood Zone: The flood map for the selected area is number 12111C0288K and is located in Zone X. Zone X is determined to be located outside the 100-year and 500-year floodplains. An approved stormwater protection plan is required prior to final site plan approval.

Fire District: The nearest St. Lucie County Fire District station is Station 10 (777 SW Dalton Cir). The St. Lucie Fire District does not list response times for each individual station because of the necessity of responding with another station.

Police: The department's response time is approximately 5-7 minutes for emergency calls. This proposed comprehensive plan is not expected to adversely impact that response time.

Policy 1.1.7.1: Future Land Use Map Amendment will be reviewed based on consistency with the goals, objectives, and policies of all elements of the comprehensive plan and other considerations such as:

	Consistent with criteria (Y/N or N/A)
Satisfy a deficiency or mix of uses in the Plan map	The proposed amendment will allow for the continuation of the public use facility in a pattern that is supported by the market and compatible with surrounding uses.
Accommodate projected population or economic growth of the City	Y
Diversify the housing choices in the City	N/A
Enhance or impede provision of services at adopted LOS Standards	Neither enhance nor impede adopted LOS
Compatibility with abutting and nearby land uses	Y
Enhance or degrade environmental resources	Neither enhance nor degrade environmental resources
Job creation within the targeted industry list	N

STAFF RECOMMENDATION

The Planning and Zoning Department recommends approval of the small-scale map amendment.

Planning and Zoning Board Action Options:

- Motion to recommend denial to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend approval to the City Council

Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

Fusion Planning Stephen Mayer

Planning / Applications / P#: P22-347

Application | Comments | Submittals | Meetings | Allowed Users | BlueBeam | History | Fees | Conditions | Files | Reports

Save

Project Name:
City of PSL-Public Works Facility

Management/Property Information | Reviewers

Management

Project Type: *
COMPREHENSIVE PLAN AM...

Status:
SUBMITTED

Approved Date:

Project Number: *
P22-347

Amended Number:

Utility File Number:

Building Type :
COMMERCIAL

Primary Email Address:
smayer@cityofpsl.com

Describe Request:
CG to U

Check this if Exempt from Public Records Request:

Property Information

Address:
430 & 450 SW Thornhill Dr

Project Site Location:
SW Thornhill Dr

City Section:
18

Block:
Tr O & P

Lot:

Legal Description:
PORT ST LUCIE-SECTION 18- NLY 500 FT OF TRACT P (1.43 AC) (MAP44/05S) (OR 754-791)
PORT ST LUCIE-SECTION 18- THAT PART OF TRACT O MPDAF: BEG AT NE COR OF TRACT O RUN S 26 DEG 54 MIN 12 SEC E 803 FT, TH N 81 DEG 43 MIN 58 SEC W 526.03 FT, TH N 37 DEG 58 MIN 10 SEC W 484 FT TO NW COR OF TRACT O, TH N 63 DEG 05 MIN 48 SEC E 87.90 FT TO PT OF NON-TANG CURVE, TH NLY AND ELY ALG

+

Parcel Number
3420-585-0013-000-1
3420-585-0014-000-8

Current Land Use: GENERAL COMMERCIAL

Proposed Land Use: UTILITY

Current Zoning: CG - GENERAL COMMERICAL

Proposed Zoning: U - UTILITY

Utility Provider: CITY OF PORT ST. LUCIE

Acreage: 8.37

Administrative: ☐

Architectural Elevations: ☐

Agent/Applicant | Property Owners | Authorized Signatory of Corporation | Project Architect/Engineer

Agent First Name: Stephen

Agent Last Name: Mayer

Agent Business Name: City of Port St. Lucie

Agent Phone: (772) 871-5282

Agent Address: 121 SW Port St. Lucie Blvd

Agent City: Port St. Lucie

Agent State: FLORIDA

Agent Zip: 34984

Agent Email: smayer@cityofpsl.com

Save

© 2022 Port St. Lucie I.T.

St. Lucie Title Services, Inc.

800 Virginia Avenue
Suite 47
Ft. Pierce, FL 34982

Invoice

Date	Invoice #
9/13/2021	50389

Bill To
City of Port St. Lucie

Description	Amount
Property Report/430 SW Thornhill	150.00

Total $150.00

Phone #	Fax #
772-466-5238	772-466-5294

ST. LUCIE TITLE SERVICES, INC.
800 Virginia Ave., Ste 47
Ft. Pierce, FL 34982
(772) 466-5238

PROPERTY INFORMATION REPORT

File Number 50389

Effective date of this search is September 2, 2021 at 8:00 a.m.

At the request of City of Port St. Lucie a search has been made of the Public Records of St. Lucie County, Florida, of that property described as follows:

The Northerly 500 feet of Tract P, of Port St. Lucie Section Eighteen, according to the plat of thereof as recorded in Plat Book 13, page 17, Public Records of St. Lucie County, Florida

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

The City of Port St. Lucie

by virtue of Special Warranty Deed recorded in Official Records Book 754 page 791

The following liens against the said real property recorded in the aforesaid Public Records have been found:

None

Additional Information

A. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Port St. Lucie Section Eighteen, recorded in Plat Book 13, Page 17, 17A - 17K, inclusive, of the Public Records of St. Lucie County, Florida.

B. Easement by and between General Development Corporation, Grantor, and Florida Power and Light Company, Grantee, recorded July 23, 1985, in Official Records Book 471, Page 617.

NOTE: 2020 Real Property Taxes in the gross amount of $0.00 are paid, under Tax I.D. No. 3420-585-0014-000/8.

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

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

St. Lucie Title Services, Inc.

Date: September 13, 2021

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

Search all services we offer...

Vehicle Registration | Property Tax | Business Tax | Tourist Tax

Search > Account Summary > Bill Details

Print this page

Real Estate Account #3420-585-0014-000/8

Owner: Port St Lucie City of

Situs: 430 SW THORNHILL DR Port Saint Lucie

Parcel details
Property Appraiser
Government

Get bills by email

2020 Annual Bill

ST. LUCIE COUNTY TAX COLLECTOR — Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2020 Annual Bill	65619	—	0011	$0.00	PAID Print (PDF)

If paid by: Sep 30, 2021
Please pay: $0.00

Combined taxes and assessments: $0.00

PAYMENTS MUST BE MADE IN US FUNDS.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
County Parks MSTU	0.2313	455,400	455,400	0	$0.00
Co Public Transit MSTU	0.1269	455,400	455,400	0	$0.00
Erosion District E	0.1763	455,400	455,400	0	$0.00
Law Enf,Jail,Judicial Sys	3.2324	455,400	455,400	0	$0.00
Co General Revenue Fund	4.2077	455,400	455,400	0	$0.00
Childrens Service Council	0.4765	455,400	455,400	0	$0.00
St Lucie Co Fire District	3.0000	455,400	455,400	0	$0.00
FL Inland Navigation Dist	0.0320	455,400	455,400	0	$0.00
City Of Port St Lucie	4.9807	455,400	455,400	0	$0.00
City Of PSL Voted Debt	0.9193	455,400	455,400	0	$0.00
School Discretionary	0.7480	455,400	455,400	0	$0.00
School Capital Improvemnt	1.5000	455,400	455,400	0	$0.00
School Req Local Effort	3.7010	455,400	455,400	0	$0.00

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
School Voter Referendum	1.0000	455,400	455,400	0	$0.00
Mosquito Control	0.1352	455,400	455,400	0	$0.00
S FL Wtr Mgmt District	0.2675	455,400	455,400	0	$0.00
Total Ad Valorem Taxes	**24.7348**				**$0.00**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
No Non-Ad Valorem Assessments.		

Parcel Details

Owner:	Port St Lucie City of	**Account**	3420-585-0014-000/8	**Assessed value:**	$455,400
Situs:	430 SW THORNHILL DR Port Saint Lucie	**Alternate Key**	65619	**School assessed value:**	$455,400
		Millage code	0011 -		
		Millage rate	24.7348		

2020 ANNUAL BILL		LEGAL DESCRIPTION	LOCATION	
Ad valorem:	$0.00	PORT ST LUCIE-SECTION 18- NLY 500 FT OF TRACT P (1.43 AC) (MAP44/05S) (OR 754-791)	**Book, page, item:**	0754-0791-
Non-ad valorem:	$0.00		**Property class:**	
Total Discountable:	$0.00		**Range:**	40E
No discount NAVA:	$0.00		**Township:**	37S
Total tax:	$0.00		**Section:**	05
			Neighborhood:	IR06
			Value code:	00
			Use code:	8900
			Total acres:	1.43

EXEMPTIONS	
City of Port St LUcie	$455,400

St. Lucie County Tax Collector
P.O. Box 308, Ft. Pierce, Fl 34954-0308

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Property Appraiser's Parcel I.D. # _____

1132785

Rec Fee $ 7.50 INCLUDING DOCUMENTARY
Doc Stamp $ _____ SURTAX
Doc Tax $ .60 CLERK'S COST
Int Tax $ _____ By _____ Deputy Clerk
Total $ 24.10

SPECIAL WARRANTY DEED

THIS DEED is made as of the 5th day of September, 1991, between GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, as debtor-in-possession under U.S. Bankruptcy Court Case No. 90-12231-BKC-AJC (the "Grantor"), whose address is 2601 South Bayshore Drive, Miami, Florida 33133, and THE CITY OF PORT ST. LUCIE, a Florida municipal corporation (the "Grantee"), whose taxpayer identification number is 59 614 1602 and whose address is 121 Southwest Port St. Lucie Boulevard, Port St. Lucie, Florida 43984-5099.

W I T N E S S E T H:

Grantor, in consideration of Ten ($10.00) Dollars and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell, to Grantee, and Grantee's heirs, successors and assigns forever, the following property located in Sarasota County, Florida (the "Property"), to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof

SUBJECT TO:

1. Unpaid taxes and assessments.

2. All laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations.

3. Easements, conditions restrictions, matters, limitations and reservations of record, without hereby reimposing the same.

4. Matters which would be disclosed by an accurate survey of the Property.

TO HAVE AND TO HOLD unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.

Grantor hereby specially warrants the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Name: M. A. Sheehan

Name: Steven Goldman

GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, as debtor-in-possession under Bankruptcy Court Case No. 90-12231-BKC-AJC

By: _____
GORDON J. PFERSICH,
Senior Vice-President

Address: 2601 South Bayshore Drive
Miami, Florida 33133

STATE OF FLORIDA)
)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 5th day of September, 1991, by GORDON J. PFERSICH, as Senior Vice-President of GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, as debtor-in-possession under Bankruptcy Court Case No. 90-12231-BKC-AJC, on behalf of said corporation.

My Commission Expires:
4/4/92

Notary Public, State of Florida
Name: Steven Goldman

This instrument was prepared by Steven B. Goldman, Esq. of Greenberg, Traurig, Hoffman, Lipoff, Rosen & Quentel, P.A. 1221 Brickell Avenue, Miami, Florida 33131

OR BK 0754 PAGE 0791

Return to:
GOLDMAN BRUNING & ANGELOS, P.A.
ATTORNEYS AT LAW
Law and Finance Building
10570 U.S. Highway One
Port St. Lucie, FL 34952
Courier Box 19

EXHIBIT "A-1"

Port St. Lucie Settlement Agreement - EXHIBIT C
(GDC Parcel II) -- Item 24

LEGAL DESCRIPTION:

That portion of Sections 2, 3 and 10, Township 37 South, Range 40 East, St. Lucie County, Florida, being bounded as follows:

On the east by the westerly Right-of-Way line of MIDPORT ROAD as shown on the plat of SOUTH PORT ST. LUCIE UNIT FIFTEEN as recorded in Plat Book 16 at Pages 42 and 42A through 42F of the Public Records of St. Lucie County, Florida, said westerly Right-of-Way line also being the westerly limits of the said plat of SOUTH PORT ST. LUCIE UNIT FIFTEEN; on the south by the north line of a Warranty Deed as recorded in Official Records Book 394 at Page 1864 of the Public Records of St. Lucie County, Florida; on the west by a portion of the easterly limits of a Special Warranty Deed as recorded in Official Records Book 617 at Page 1043 of the Public Records of St. Lucie County, Florida and on the north by the following described line lying between said Official Records Book 617 at Page 1043 and the said plat of SOUTH PORT ST. LUCIE UNIT FIFTEEN:

COMMENCING at the intersection of the west line of said Section 2 with the westerly Right-of-Way of said MIDPORT ROAD; thence N40°44'55"E, along the westerly Right-of-Way line of said MIDPORT ROAD, also being the westerly limit of the said plat of SOUTH PORT ST. LUCIE UNIT FIFTEEN, for 329.32 feet to a Point of Curvature of a circular curve to the right; thence northeasterly along the arc of said curve having a radius of 2075.00 feet and a central angle of 01°32'48" for an arc distance of 83.01 feet to the POINT OF BEGINNING of the following described line; thence N47°42'17"W, radial to the last described curve, for 296.75 feet to the easterly limit of the aforesaid Official Records Book 617 at Page 1043 and the POINT OF TERMINATION of said line.

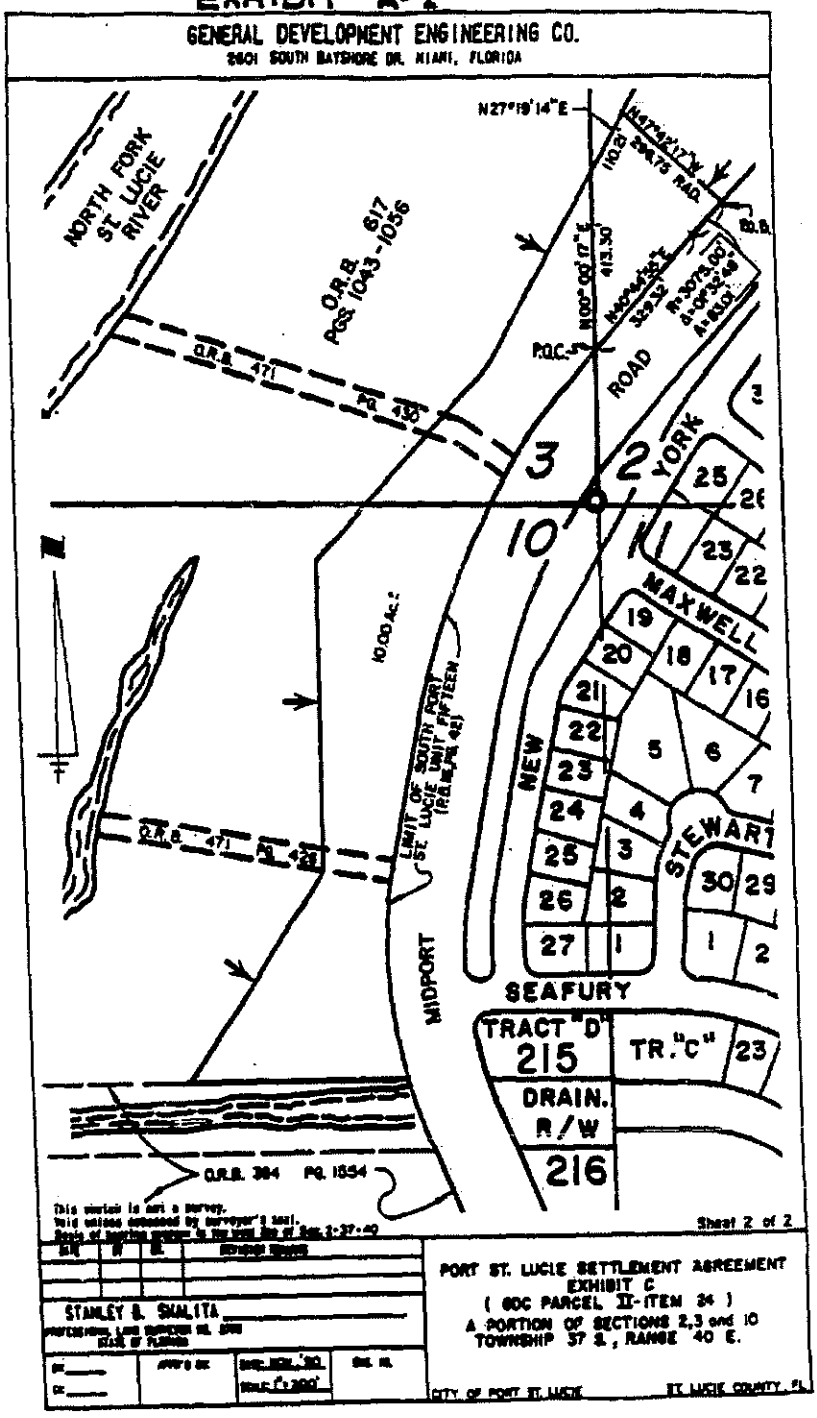
Said lands situate lying and being in the City of Port St. Lucie, St. Lucie County, Florida, containing 10.00 acres, more or less.

The above subject to any Easements and/or Rights-of-Way of record.

Sheet 1 of 2

(Exhibit A consists of Exhibit "A-1" through "A-6"
consisting of 15 pages)

EXHIBIT "A-1"


GENERAL DEVELOPMENT ENGINEERING CO.
2601 SOUTH BAYSHORE DR. MIAMI, FLORIDA
NORTH FORK ST LUCIE RIVER
O.R.B. 617 PGS 1043-1056
O.R.B. 471 PG. 135
O.R.B. 471 PG. 428
N27°19'14"E
413.30
P.O.C.
ROAD
YORK
MAXWELL
STEWART
NEW
MIDPORT
SEAFURY
10.00 Ac.±
LIMIT OF SOUTH PORT ST. LUCIE UNIT FIFTEEN (PLAT BK. 12 PG. 42)
TRACT "D"
215
TR. "C"
DRAIN. R/W
216
O.R.B. 384 PG. 1554
Sheet 2 of 2
STANLEY B. SMALITA
PORT ST. LUCIE SETTLEMENT AGREEMENT
EXHIBIT C
(GDC PARCEL II-ITEM 24)
A PORTION OF SECTIONS 2,3 and 10
TOWNSHIP 37 S., RANGE 40 E.
CITY OF PORT ST. LUCIE
ST. LUCIE COUNTY, FL.

Revised

EXHIBIT "A-2"

Port St. Lucie Agreement - EXHIBIT B
(GDC Parcel 1) -- Item 4

LEGAL DESCRIPTION:

A parcel of land lying in Sections 21, 22, 27 and 28, Township 37 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

SECTION 21

A portion of TRACT "QQ" lying in said Section 21 as shown on the plat of PORT ST. LUCIE SECTION THIRTY NINE and recorded in Plat Book 15 at Pages 30 and 30A through 30NN of the Public Records of St. Lucie County, Florida, and the South 1000 feet of the East 1500 feet of the S.E. 1/4 of said Section 21 and also that 80.00 foot wide strip of land as described on Page 2658 of a Warranty Deed as recorded in Official Records Book 456 at Pages 2655 through 2661 of the Public Records of St. Lucie County, Florida,.

LESS AND EXCEPTING THEREFROM any of the above lying within that certain property as described in a Warranty Deed as recorded in Official Records Book 456 at Pages 2655 through 2661 of the Public Records of St. Lucie County, Florida, AND ALSO LESS that portion of land lying South of SNOW ROAD as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE and North of POND A-1 as described in said Official Records Book 456 at Pages 2655 through 2661.

SECTION 22

All of the N.W. 1/4 of said Section 22 lying West of the Westerly Right-of-Way line of the South Florida Water Management District Canal C-23A and lying Northeasterly of the Easterly Right-of-Way line of EAST SNOW ROAD as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE; also all of the S.W. 1/4 of said Section 22 lying Southeasterly of the Southeasterly Right-of-Way line of said EAST SNOW ROAD and also that portion of Government Lot 4 lying South of BLAKESLEE CREEK and north of WINTER'S CREEK.

Subject to a reservation for a drainage Right-of-Way of a 50.00 foot strip of land lying Easterly of said EAST SNOW ROAD and being the Easterly extension of that certain drainage Right-of-Way lying within Block 2688 as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE.

LESS AND EXCEPT the Right-of-Way of KYLE ROAD and PACE DRIVE as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE.

ALSO LESS AND EXCEPT from said Section 22 that Parcel of land recorded in Official Records Book 620 at Pages 1636 and 1637 of the Public Records of St. Lucie County, Florida.

ALSO LESS AND EXCEPT from said Section 22 that Special Warranty Deed (Access Road) dated June 26, 1985 and recorded in Official Records Book 470 at Pages 2396 through 2398 of the Public Records of St. Lucie County, Florida.

ALSO LESS AND EXCEPT from said Section 22 that Corrective Special Warranty Deed, dated November 2, 1989 and recorded in Official Records Book 662 at Pages 1213 through 1215 of the Public Records of St. Lucie County, Florida.

ALSO LESS AND EXCEPTING THEREFROM any of the above lying within that certain property as described in a Warranty Deed as recorded in Official Records Book 456 at Pages 2655 through 2661 of the Public Records of St. Lucie County, Florida, BUT NOT LESS that 80.00 foot wide strip of land as described on Page 2658 of said Warranty Deed, AND ALSO LESS that portion of land lying East of SNOW ROAD as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE and West of POND A-1 as described in said Official Records Book 456 at Pages 2655 through 2661.

EXHIBIT "A-2"

Port St. Lucie Agreement - EXHIBIT B
(GDC Parcel 1) -- Item 4

ALSO LESS AND EXCEPTING THEREFROM any portion of BLAKESLEE CREEK lying within said Section 22.

ALSO LESS AND EXCEPTING THEREFROM that portion of Government Lot 4 of said Section 22 lying southeasterly of WINTER'S CREEK.

ALSO LESS AND EXCEPT from the above described parcel in said Section 22, that certain parcel of land (Conservation Easement) described in Official Records Book 480 at Page 2006 of the Public Records of St. Lucie County, Florida.

SECTION 27

All of that certain TRACT "QQ" (as shown on the LOCATION MAP of the cover sheet but not shown on sheets 22,23 and 25) on the said plat of PORT ST. LUCIE SECTION THIRTY NINE, lying in said Section 27, lying northerly of the northerly Right-of-Way line of that certain 100.00 foot wide DRAINAGE RIGHT-OF-WAY (as shown on said sheet 22) lying northerly of another TRACT "QQ" (said additional TRACT "QQ" lying northerly of REAM CIRCLE) and that portion of said TRACT "QQ" lying northerly of the northerly limits of WINTER'S CREEK (assumed to be the 2.0 foot elevation contour line as shown on the attached sheet 5) continuing eastward from the northerly Right-of-Way line of said certain 100.00 foot wide DRAINAGE RIGHT-OF-WAY (from where it ends as shown on said sheet 22) along said 2.0 foot contour line to the north line of said Section 27 and containing 17 acres, more or less.

LESS AND EXCEPTING THEREFROM any of the above lying within that certain property as described in a Warranty Deed as recorded in Official Records Book 456 at Pages 2655 through 2661 of the Public Records of St. Lucie County, Florida.

SECTION 28

That portion of TRACT "QQ", lying in said Section 28 as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE, lying northerly and westerly of that certain DRAINAGE RIGHT-OF-WAY dividing said TRACT "QQ" into several different parcels.

TOGETHER WITH

That portion of said TRACT "QQ" lying westerly of REAM CIRCLE, easterly of a DRAINAGE RIGHT-OF-WAY and southerly of the northwesterly extension of the common lot line of Lots 1 and 22 of Block 2713 of the said plat of PORT ST. LUCIE SECTION THIRTY NINE.

LESS AND EXCEPTING THEREFROM any of the above lying within that certain property as described in a Warranty Deed as recorded in Official Records Book 456 at Pages 2655 through 2661 of the Public Records of St. Lucie County, Florida.

Said lands situate, lying and being in the City of Port St. Lucie, St. Lucie County, Florida, and containing 240 acres, more or less.

All of the above subject to any Easements and/or Rights-of-Way of record.

EXHIBIT "A-2"

Port St. Lucie Agreement - EXHIBIT B
(GDC Parcel 1) -- Item 4

Sheet 3 Of 5

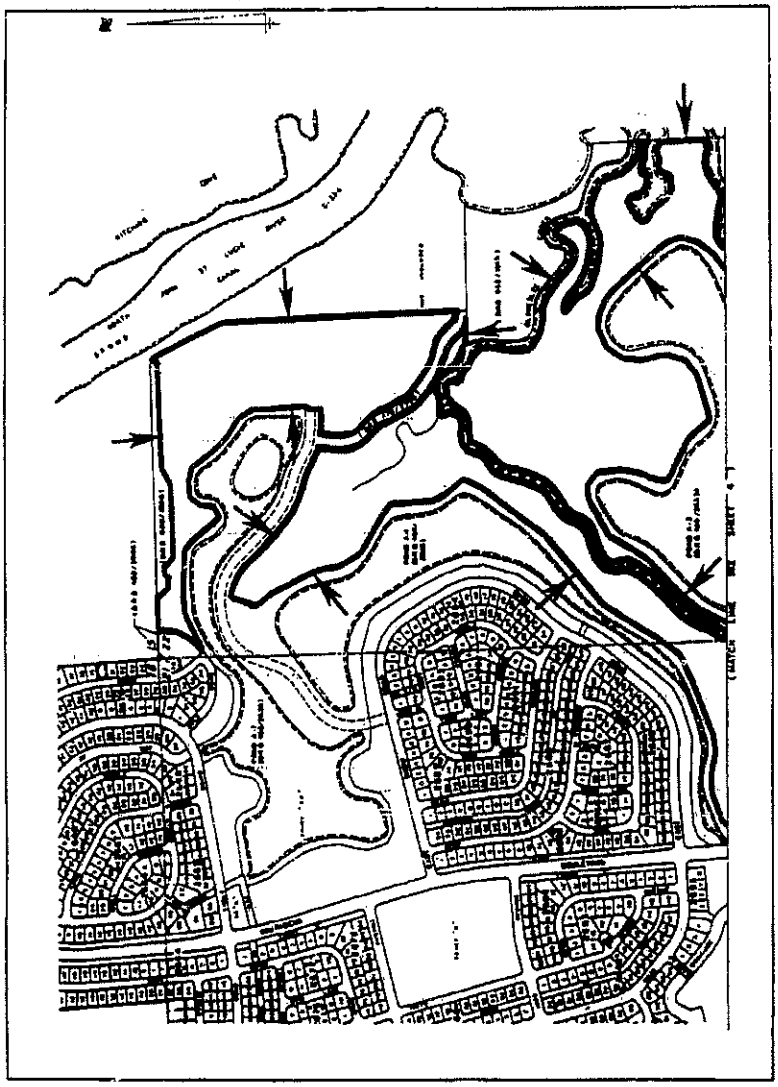


EXHIBIT "A-2"

Port St. Lucie Agreement - EXHIBIT B
(GDC Parcel 1) -- Item 4

Sheet 4 Of 5

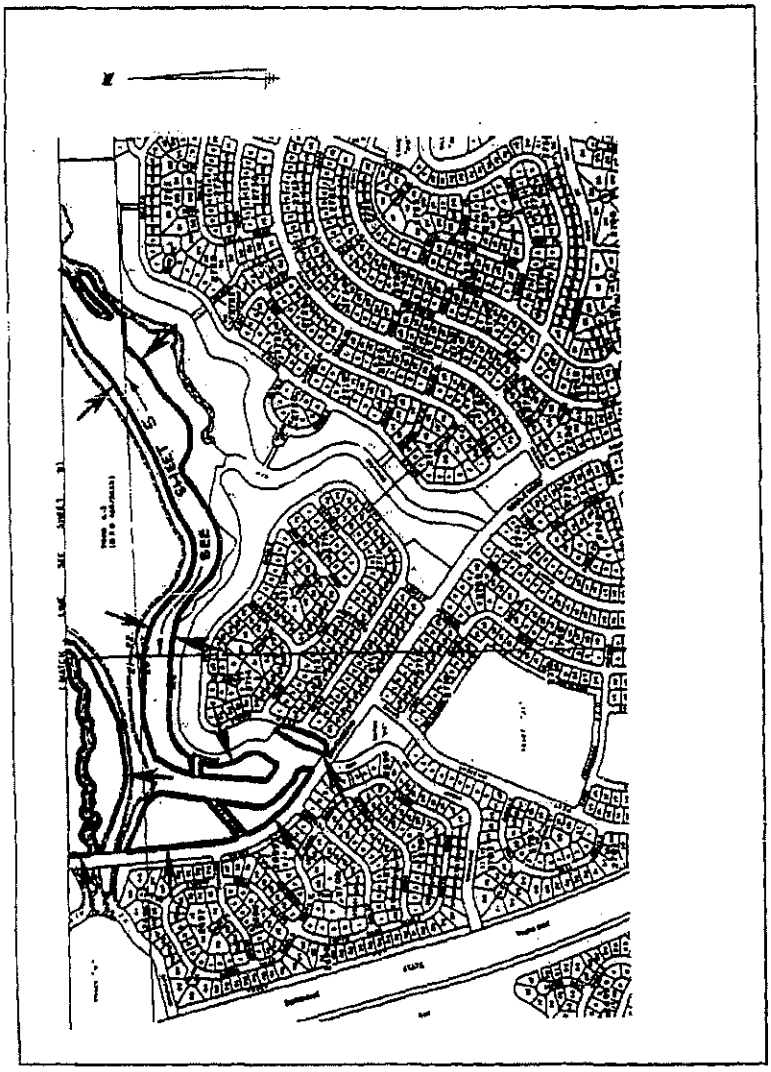


EXHIBIT "A-2"

Port St. Lucie Agreement - EXHIBIT B
(GDC Parcel 1) -- Item 4

Sheet 5 Of 5

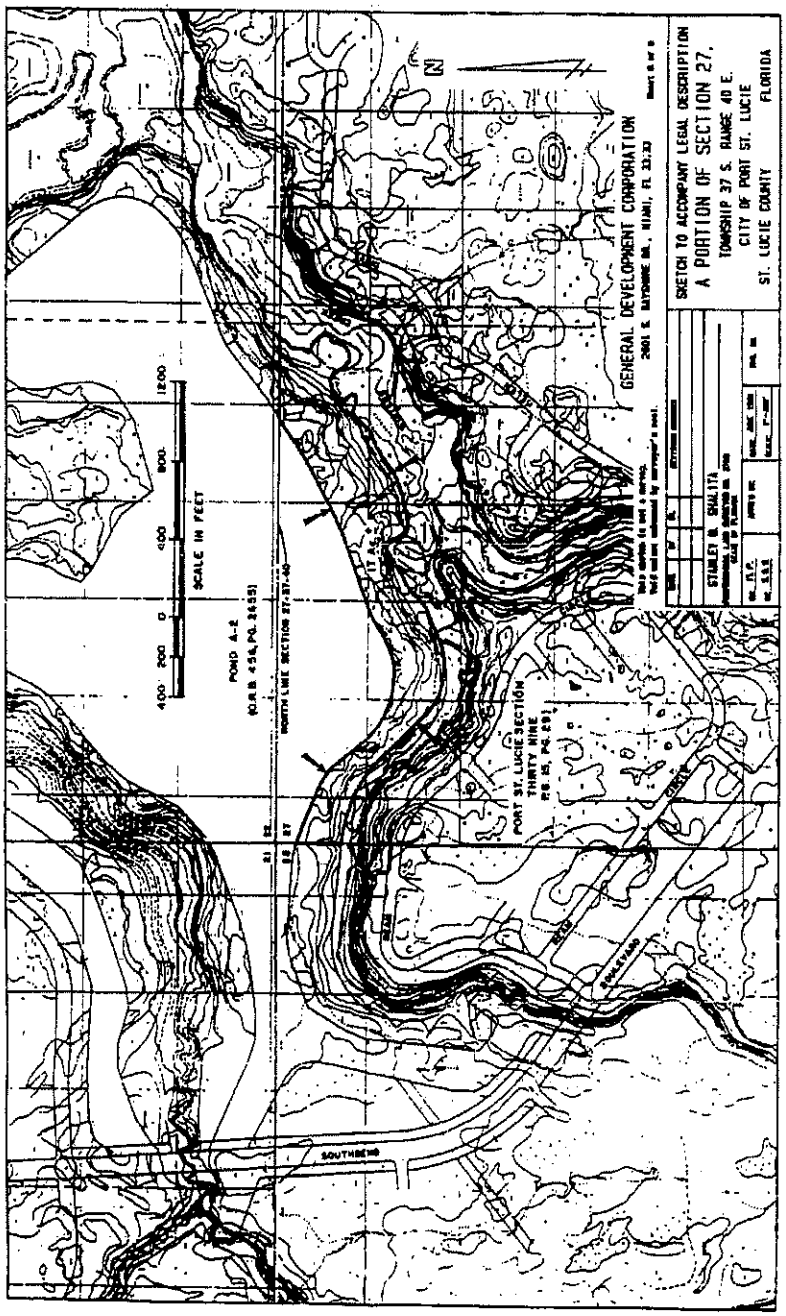


EXHIBIT "A-3"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 1

LEGAL DESCRIPTION:

The South 262.18 feet of TRACT "L" as shown on the Plat of PORT ST. LUCIE SECTION THIRTY THREE as recorded in Plat Book 15 at Pages 1 and 1A through 1V of the Public Records of St. Lucie County, Florida.

Said lands situate, lying and being in the City of Port St. Lucie, St. Lucie County, Florida, and containing 3.00 acres, more or less.

The above subject to any Easements and/or Rights-of-Way of record and that certain Warranty Deed issued by G.D.C. to Southern Bell Telephone & Telegraph and recorded in O.R. Book 425, page 1.
less the property conveyed by

Sheet 1 of 1

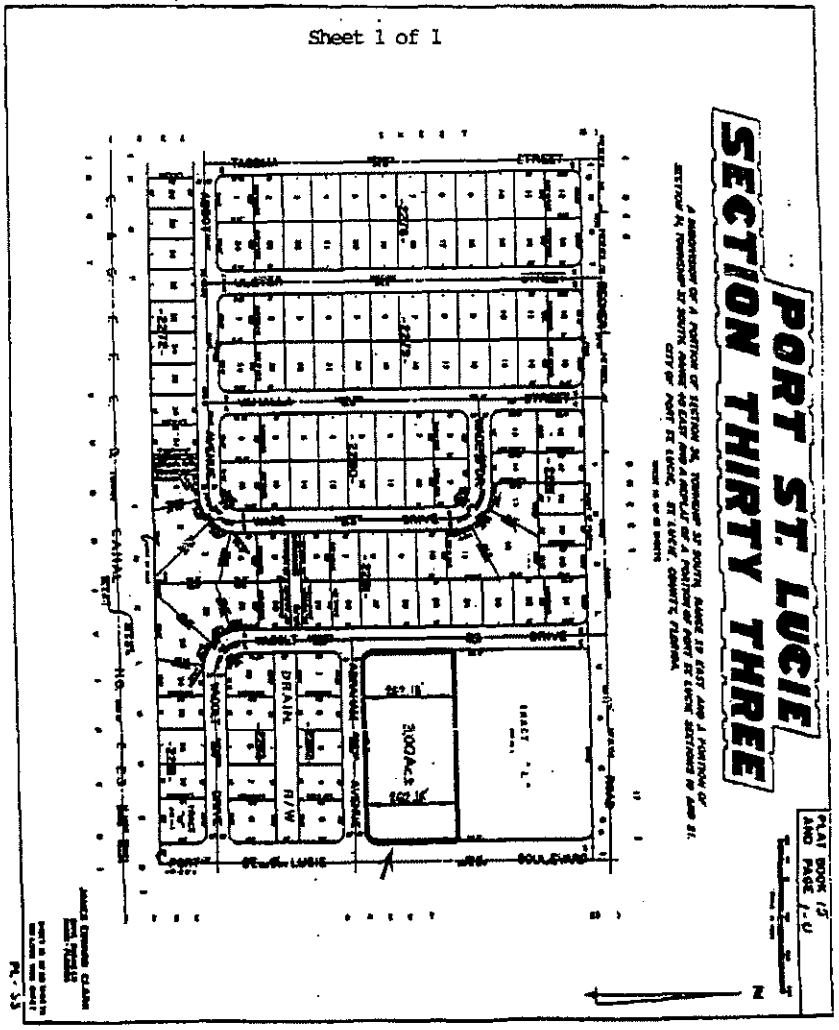


EXHIBIT "A-4"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 2

LEGAL DESCRIPTION:

TRACT "E" as shown on the plat of PORT ST. LUCIE SECTION FOURTEEN as recorded in Plat Book 13 at Pages 5 and 5A through 5F of the Public Records of St. Lucie County, Florida.

Said lands situate, lying and being in the City of Port St. Lucie, St. Lucie County, Florida and containing 2.93 acres, more or less.

The above subject to any Easements and/or Rights-of-Way of record.

Sheet 1 of 1

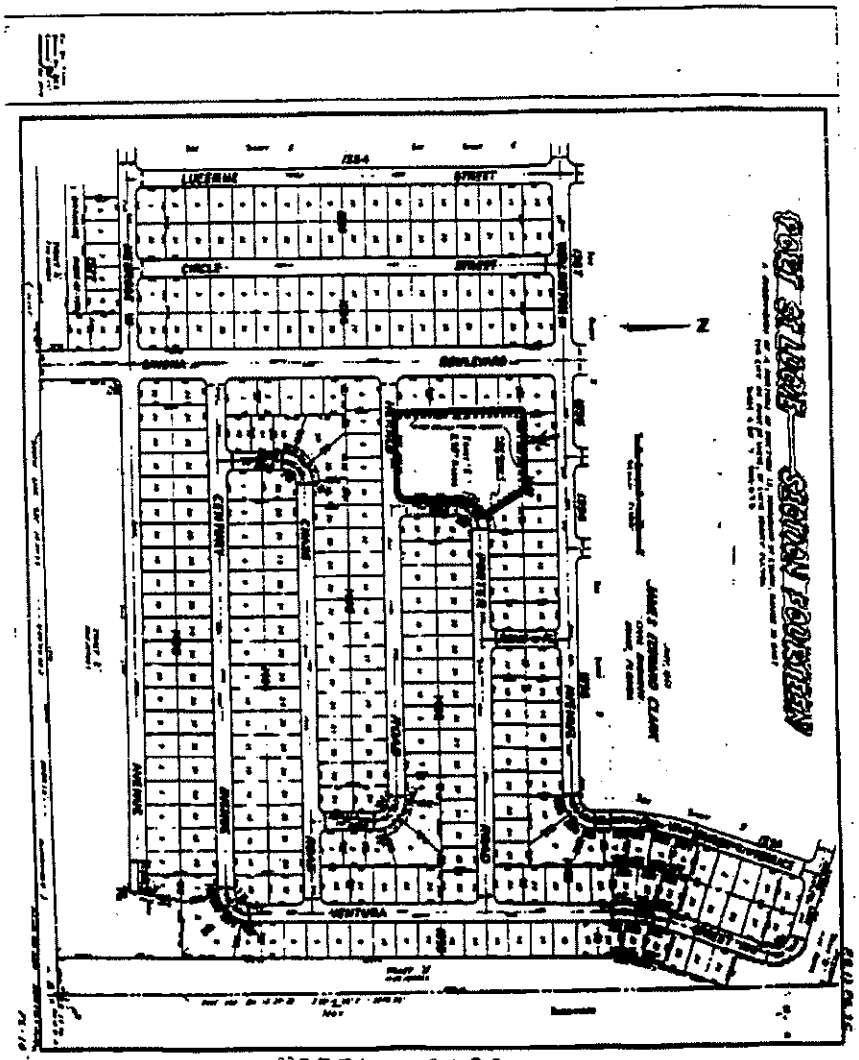


EXHIBIT "A-5"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 3

LEGAL DESCRIPTION:

All of TRACT "P" according to the plat of PORT ST. LUCIE SECTION EIGHTEEN as recorded in Plat Book 13 at Page 17 of the Public Records of St. Lucie County, Florida.

LESS AND EXCEPT

That portion of said TRACT "P" conveyed to the Florida State Turnpike Authority as described in Official Records Book 226 at Page 288 of the Public Records of St. Lucie County, Florida.

Said lands situate, lying and being in the City of Port St. Lucie, St. Lucie County, Florida and containing 1.43 acres, more or less.

The above subject to any Easements and/or Rights-of-Way of record.

Sheet 1 of 1

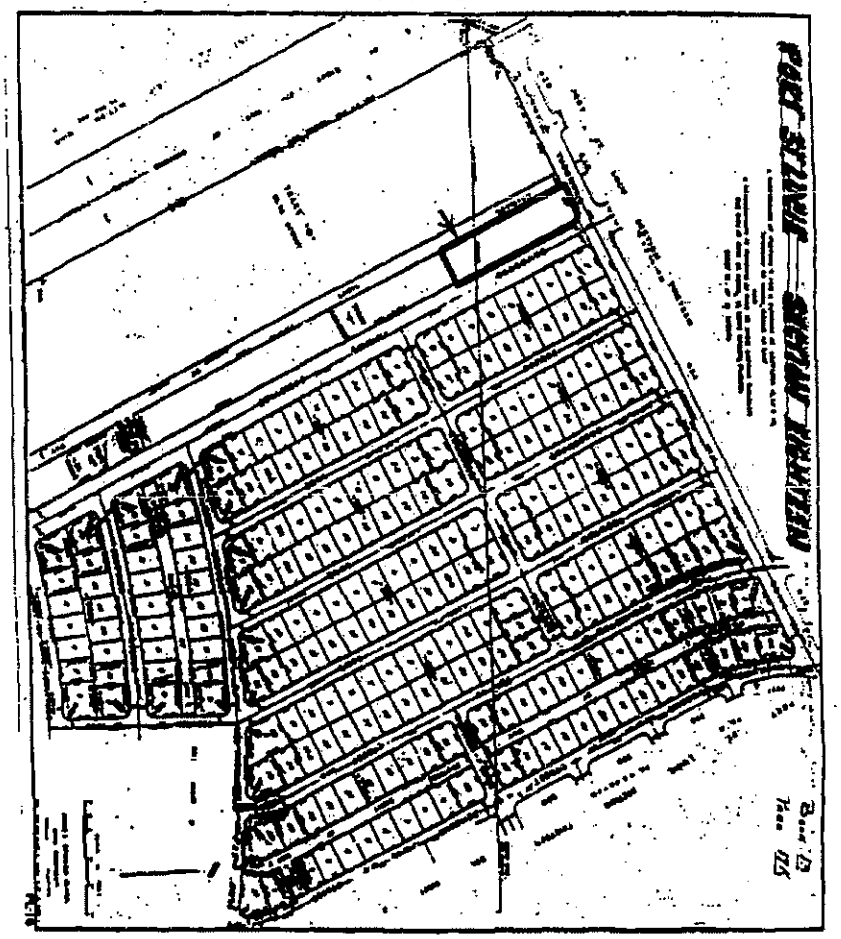


EXHIBIT "A-6"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 6

LEGAL DESCRIPTION:

TRACT "D" and "E" as shown on the plat of PORT ST. LUCIE SECTION SIXTY-TWO as recorded in Plat Book 23 at Pages 41 and 41A through 41H of the Public Records of St. Lucie County, Florida.

TOGETHER WITH

A parcel of land lying in Sections 30 and 31, Township 36 South, Range 41 East, all being more particularly described as follows:

Section 30

All of Lots 9, 10, 11 and 12, Block 4, as shown on the plat of PLAT NO. 1 SAINT LUCIE GARDENS as recorded in Plat Book 1 at Page 35 of the Public Records of St. Lucie County, Florida, lying Southwesterly of the following described line; BEGINNING at the Northwest corner of said Lot 9, run in a Southeasterly direction to the Southeast corner of said Lot 12 and the POINT OF TERMINATION, said line also being a portion of the West line of the lands described in Official Records Book 284 at Page 372 of the Public Records of St. Lucie County, Florida.

Section 31

All of Lots 5 through 12, inclusive, Block 1, lying contiguous with and West of the West line of the lands described in said Official Records Book 284 at Page 372 and all of Lots 1, 2, 15 and 16, Block 2, all as shown on the said plat of PLAT NO. 1 SAINT LUCIE GARDENS.

Said lands situate, lying and being in the City of Port St. Lucie, St. Lucie County, Florida and containing a total of 158.81 acres, more or less.

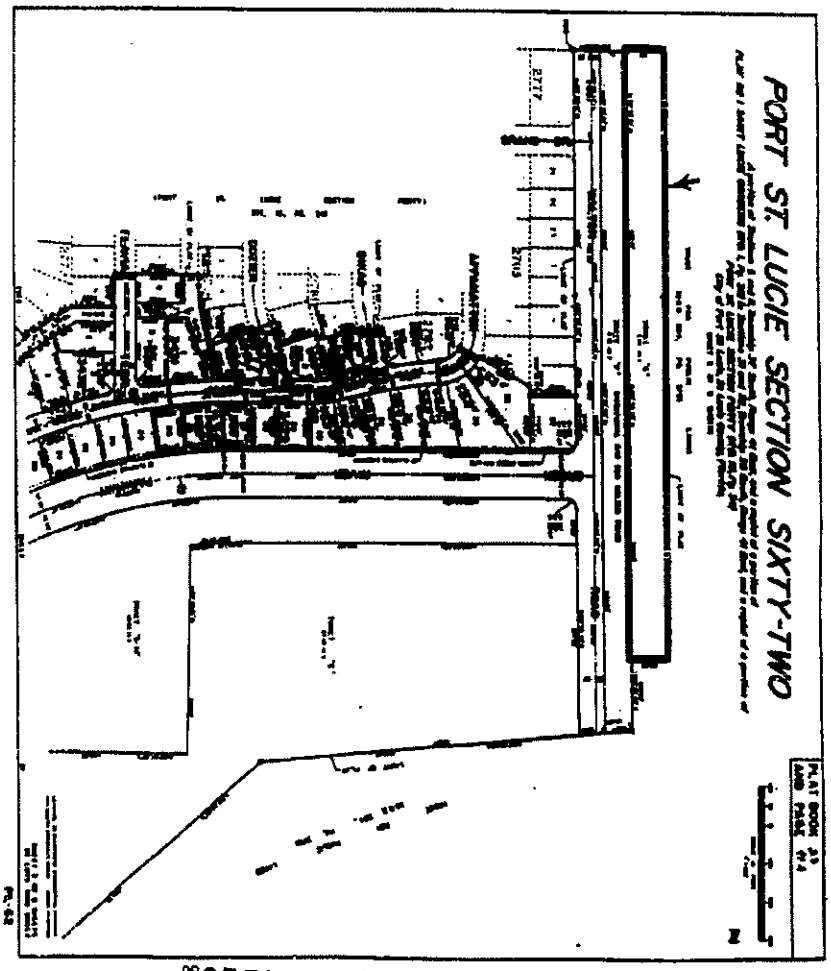
All of the above subject to any easements, canal Rights-of-Way, and/or public Rights-of-Way of record.

Sheet 1 of 5

EXHIBIT "A-6"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 5

Sheet 2 of 5



OR BK 0754 PAGE 0803

EXHIBIT "A-6"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 6

Sheet 3 of 5

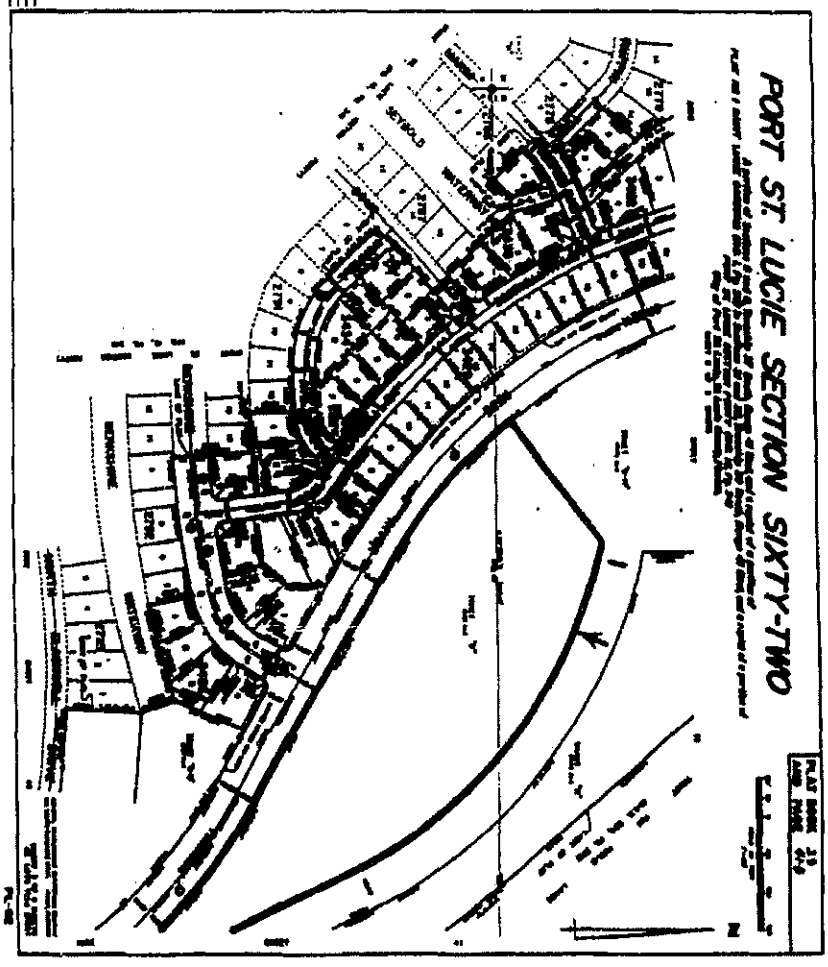
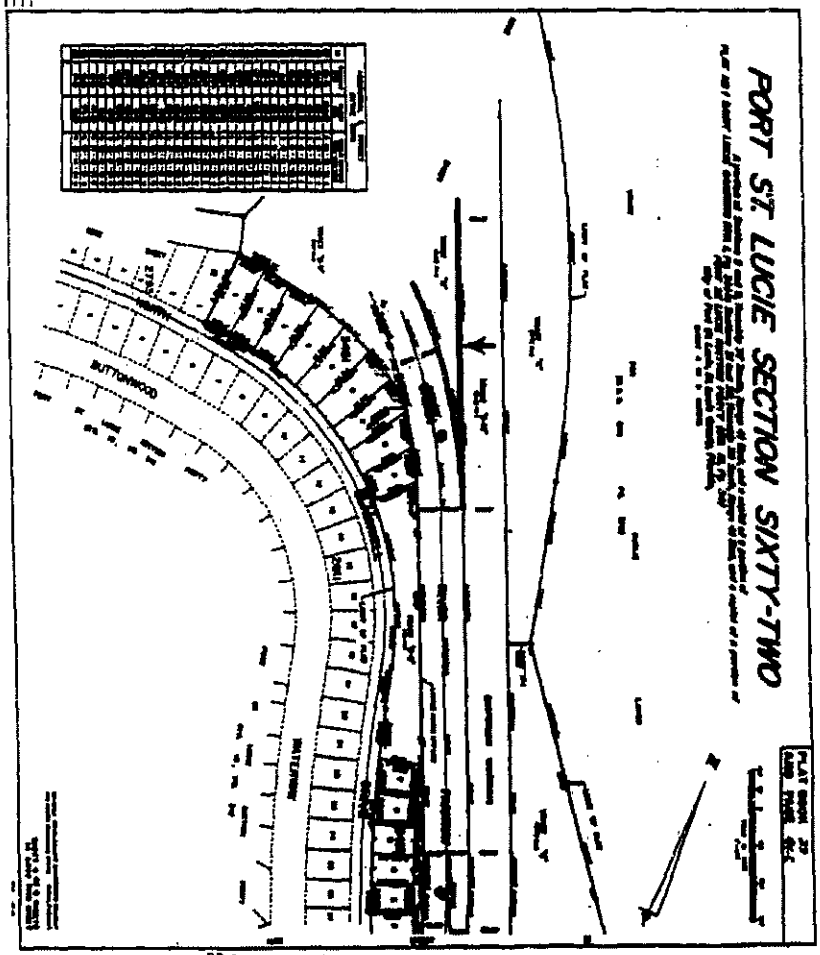


EXHIBIT "A-6"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) — Item 8

Sheet 4 of 5



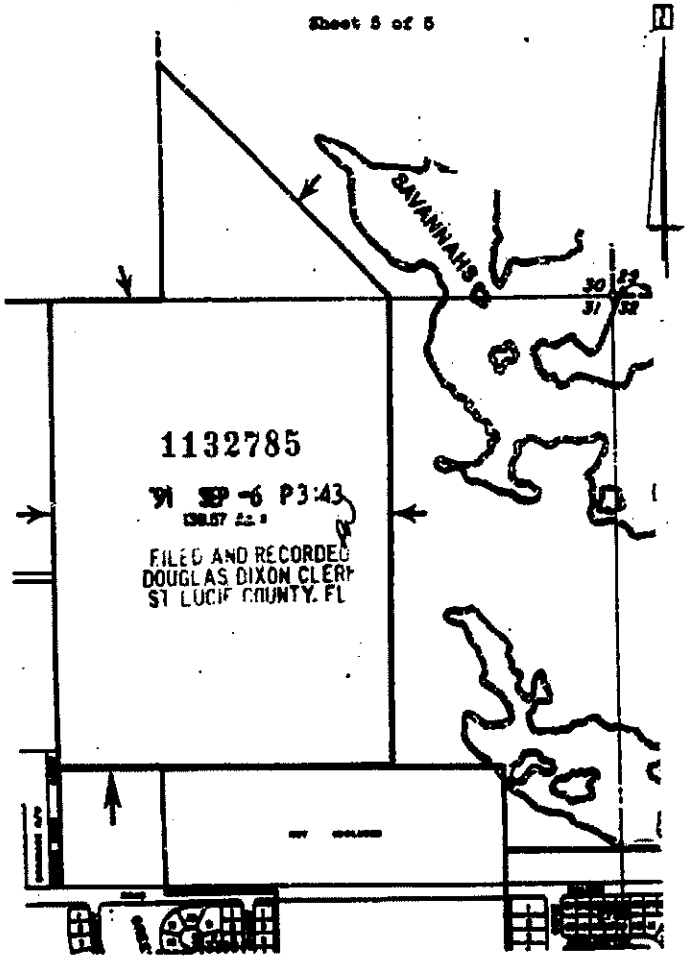
OR BK 0754 PAGE 0805

EXHIBIT A-6

GENERAL DEVELOPMENT ENGINEERING CO.
2601 SOUTH BAYSHORE DR., MIAMI, FLORIDA

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) — Item 6

Sheet 5 of 5



STANLEY B. SIALITA

A PORTION OF
SEC. 30 AND 31, TWP. 36 S., RGE. 41 E.
CITY OF PORT ST. LUCIE
ST. LUCIE COUNTY, FLORIDA

OR BK 0754 PAGE 0806

277249

(CORP. WD.)

PARCEL NO. 100.1-R(11-5-73)Part 1 of 2
SECTION 94470-2312(97940)
STATE ROAD Sunshine State Parkway
COUNTY St. Lucie

DEED

THIS INDENTURE made this 25th day of February, A.D. 19 74, between GENERAL DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business in the city of Miami, County of Dade, State of Florida, as party of the first part, and the STATE OF FLORIDA, for the use and benefit of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as party of the second part.

WITNESSETH: That the party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid, receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and does hereby grant, bargain, sell and convey to the party of the second part, its successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie, State of Florida, to-wit:

(1) The Easterly 600 feet of Tract "F", LESS the Southerly 800 feet thereof, of Port St. Lucie Section Nine, in Section 8, Township 37 South, Range 40 East, according to the plat thereof, recorded in Plat Book 12, pages 39-G and 39-I, Public Records of St. Lucie County, Florida,

(2)(a) Tract "O", LESS the Easterly 325 feet of the Northerly 500 feet thereof;
(b) Tract "P", LESS the Northerly 500 feet thereof;

AND

(c) All of Tract "N";

All being a part of Port St. Lucie Section 18, in Sections 5 and 8, Township 37 South, Range 40 East, according to the plats thereof, recorded in Plat Book 13, pages 17-K and 17-J, Public Records of St. Lucie County, Florida;

Part (1) Containing 16.08 acres, more or less.

Part (2)(a) Containing 23.0 acres, more or less.

Part (2)(b) Containing 3.66 acres, more or less.

Part (2)(c) Containing 1.26 acres, more or less.

Together with all rights of ingress, egress, light, air and view between the grantors' remaining adjacent property and any facility constructed on the above described property.

(3) ACCESS RIGHTS ONLY:

(a) All rights of access, egress, ingress, light, air and view between Port St. Lucie Boulevard and Tract "L", Port St. Lucie Section 18, in Section 5, Township 37 South, Range 40 East, according to the plat thereof, recorded in Plat Book 13, page 17-J, Public Records of St. Lucie County, Florida, along the North boundary of said Tract "L";

(b) All rights of access, ingress, egress, light, air and view between Port St. Lucie Boulevard and Tract "M" and between Bayshore Boulevard and the said

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE MAR 20 '74 00.30
DOCUMENTARY SURTAX 00.55 FLORIDA MAR 20 '74
19272
ST. LUCIE COUNTY

Tract "M", Port St. Lucie Section 18, in Section 5, Township 37 South, Range 40 East, according to the plat thereof, recorded in Plat Book 13, page 17-J, Public Records of St. Lucie County, Florida, along a line described as follows:

Begin at the Northwesterly corner of said Tract "M" and run Easterly 106.08 feet along the Northerly boundary of said Tract on an arc concave to the Southerly and having a central angle of 02°06'23" to the Point of Beginning of a curve concave to the Southwesterly having a central angle of 79°25'29"; thence Easterly and Southerly along said curve a distance of 34.66 feet to the end of said curve; thence South 26°54'12" East 150 feet on the Easterly boundary of said Tract "M" to the end of said line.

AND,

(c) All rights of access, egress, ingress, light, air and view between the Easterly boundary of Tract "F" and the Westerly boundary of a platted DRAINAGE RIGHT OF WAY and between the Southerly boundary of said Tract "F" and the Northerly boundary of Port St. Lucie Boulevard, according to the plat thereof, of Port St. Lucie Section Nine, in Section 8, Township 37 South, Range 40 East, recorded in Plat Book 12, page 39-I, Public Records of St. Lucie County, Florida, along a line described as follows: Begin at the Southeasterly corner of said Tract "F" and run South 63°05'48" West 600 feet along the Southerly boundary of said Tract "F" to the Westerly end of said line; thence, return to the Point of Beginning and run North 26°54'12" West 800 feet on the Easterly boundary of said Tract to the Northerly end of said line.

THIS INSTRUMENT AS PREPARED BY H. L. CHAMBLESS STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TALLAHASSEE, FLORIDA

DESCRIPTION APPROVED NOV 5 1973

DOCUMENTARY STAMPS

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, forever; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed in its name by its Senior Vice President, and its corporate seal to be hereto affixed, attested by its _____ Secretary, the date first above written.

Signed, sealed and delivered
in the presence of:
Signature of TWO witnesses
required by Florida Law

GENERAL DEVELOPMENT CORPORATION

BY _____
Its Senior Vice President

ATTEST _____
Its Secretary

(Corporate Seal)

STATE OF Florida

COUNTY OF Dade

Before me, the undersigned authority, this day personally appeared C. C. Crump and David A. Doheny to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Senior Vice President and _____ Secretary, respectively, of the Corporation named in the foregoing instrument, and they severally acknowledged to and before me that they executed said instrument on behalf of and in the name of said corporation as such officers; that the seal affixed to said instrument is the corporate seal of said corporation and that it was affixed thereto by due and

regular corporate authority; that they are duly authorized by said corporation to execute said instrument and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 25th day of February, A.D. 19 74.

My Commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 25, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

Notary Public in and for the
County and State aforesaid.

(Notarial Seal)

FILED AND RECORDED
ST. LUCIE COUNTY FLA.
CLERK CIRCUIT COURT

MAR 20 10 10 AM '74

277249

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT OF REVENUE
JUL 23'85
00.50

716429

9

THIS INSTRUMENT PREPARED BY:
PETER L. BRETON, ESQUIRE
1111 South Bayshore Drive
Miami, Florida 33131

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **General Development Corporation** of the County of St. Lucie and the State of Florida, in consideration of the sum of ONE DOLLAR ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant to the Florida Power & Light Company, a corporation existing under the laws of the State of Florida, whose address in P.O. Box 029100 (9250 West Flagler St.), Miami, Florida 33102, and to its successors and assigns (the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under this Agreement or a portion of such rights with the Grantee or its other assigns retaining and exercising the other rights), an easement forever, 15 feet in width, to be used for the construction, operation and maintenance of one or more overhead and underground electric transmission and distribution lines, including, but not limited to, wires, poles, cables, conduits, anchors, guys and equipment associated therewith, attachments and appurtenant equipment for communication purposes (all of the foregoing hereafter referred to as "facilities"), over, under, in, on, upon and across the lands of the Grantor situated in the County of St. Lucie and the State of Florida and being more particularly described as

.50

Parcel 12

A parcel of land lying in Tract "P" of Port St. Lucie Section 18, according to the plat thereof, as recorded in PLAT BOOK 13, PAGE 17K of the Public Records of St. Lucie County, FL, a subdivision of Section 9, and parts of Sections 8, 10 & 17, Township 37 South, Range 40 East, St. Lucie County, FL. Said parcel being described as follows

A parcel of land having a length of 125 feet and a width of 15 feet, described as being the Southerly 15 feet, of the Northerly 500 feet, of said Tract "P".

Containing 0.04 acres more or less

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over or under the above-described easement with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within said easement and on lands of Grantor adjoining said easement that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors, or assigns for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

The Grantor, however, reserves the right and privilege to use the above-described easement for all purposes except as herein granted or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition; provided, however, and by the execution and delivery hereof Grantor so expressly agrees that no building, well, structure, obstruction or improvement (including any improvements for recreational activites) shall be located, constructed, maintained or operated over, under, upon or across said easement by the Grantor, or the heirs, personal representatives, successors or assigns of Grantor, except for underground water and sewer mains and associated above ground equipment. Provided, however, such underground water and sewer mains and associated above ground equipment must not interfere or be inconsistent with the use, occupation, maintenance or enjoyment of the above-described easement by Grantee or its successors or assigns, and must not create a hazardous condition.

OR BOOK 471 PAGE 617

IN WITNESS WHEREOF, the Grantor has executed this Agreement this 24th day of July, 1985.

Signed, sealed and delivered
in the presence of:

Augusta M. Rodely

Hamish Wilson

General Development Corporation

By: _____
HAROLD W. FENNO, Sr. Vice President

Attest: _____
PETER L. BRETON, Asst. Secretary

STATE OF FLORIDA)
COUNTY OF DADE)ss

I HEREBY CERTIFY that before me, personally appeared HAROLD W. FENNO and PETER L. BRETON Senior Vice President & Asst. Secty. respectively, of GENERAL DEVELOPMENT CORPORATION, a corporation organized under the laws of the State of Delaware and having a place of business in the County of Dade and the State of Florida, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami In the County of Dade and the State of Florida, this 24th day of July, 1985.

Augusta M. Rodely
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU GENERAL INSURANCE UND.
MY COMMISSION EXPIRES JULY 24 1986

716429

'85 JUL 23 P2:47

FILED AND RECORDED
ROGER [illegible]
ST. LUCIE CO. [illegible]

OR BOOK 471 PAGE 618

St. Lucie Title Services, Inc.

800 Virginia Avenue
Suite 47
Ft. Pierce, FL 34982

Invoice

Date	Invoice #
9/13/2021	50388

Bill To
City of Port St. Lucie

Description	Amount
Property Report/450 SW Thornhill	150.00

Phone #	Fax #
772-466-5238	772-466-5294

Total $150.00

ST. LUCIE TITLE SERVICES, INC.
800 Virginia Ave., Ste 47
Ft. Pierce, FL 34982
(772) 466-5238

PROPERTY INFORMATION REPORT

File Number 50388

Effective date of this search is September 2, 2021 at 8:00 a.m.

At the request of City of Port St Lucie a search has been made of the Public Records of St. Lucie County, Florida, of that property described as follows:

The Northerly 500 feet of the Easterly 325 feet of Tract "O" as shown on Plat of Port St. Lucie Section Eighteen recorded in Plat Book 13, Page 17 of the Public Records of St. Lucie County, Florida.

AND

A portion of tract "O" of Port St. Lucie Section Eighteen as recorded in plat book 13, pages 17 and
17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:
Commencing at the Northeast Corner of said tract "O", thence South 63°05'48" West along the North line of said tract "O" a distance of 325.00 feet to the Point of Beginning of this description; thence South 26°54'12" East a distance of 500.00 feet, thence South 63°05'48" West a distance of 105.00 feet, thence North 37°58'10" West a distance of 484.00 feet to the Northwest corner of said tract "O", thence North 63°05'48" East along the North line of said tract "O" a distance of 87.90 feet to a point of non tangent curve; thence Northerly and Easterly along said North line and along the arc of said curve to the right (concave Southeasterly) having a radius of 25.00 feet, a central angle of 90°00'00" (chord bearing North18°05'48" East), an arc distance of 39.27 feet to the Point of Tangency, thence North 63°05'48" East along said North line a distance of 85.00 feet to the Point of Beginning.

AND

A portion of tract "O" of Port St. Lucie Section Eighteen as recorded in plat book 13, pages 17 and 17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:
Commencing at the Northeast Corner of said tract "O", thence South 26°54'12" East along said East line of said tract "O" a distance of 500.00 feet to the Point of Beginning of this description; thence continue South 26°54'12" East along said East line a distance of 303.00 feet, thence North 81°43'58" West a distance of 526.03 feet, thence North 63°05' 48" East a distance of 430.00 feet to the Point of Beginning.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

City of Port St. Lucie, also known as Port St. Lucie

by virtue of Warranty Deed recorded in Official Records Book 311 page 2692 and Quit Claim Deed recorded in Official Records Book 1014 page 2490

The following liens against the said real property recorded in the aforesaid Public Records have been found:

1. Notice of Commencement recorded November 3, 2020, in Official Records Book 4501, Page 2763.

Additional Information

A. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Port St. Lucie Section Eighteen, recorded in Plat Book 13, Page 17, 17A - 17K, inclusive, of the Public Records of St. Lucie County, Florida.

B. Reservations contained in Warranty Deed recorded July 5, 1979, in Official Records Book 311, Page 2692.

C. Declaration of party Wall Easement recorded December 13, 1990, in Official Records Book 719, Page 124.

D. Uniform Water and Sewer Extension and Service Agreement recorded January 13, 1994, in Official Records Book 880, Page 140.

E. Reservations contained in Quit Claim Deed recorded May 14, 1996, in Official Records Book 1014, Page 2490.

F. Bellsouth Mobility, Inc., Site Lease Agreement recorded December 22, 1999, in Official Records Book 1269, Page 2522, as affected by First Amendment to Lease Agreement recorded in Official Records Book 1392 page 1399.

G. Memorandum of Agreement recorded October 4, 2001, in Official Records Book 1441, Page 1297.

H. Site Designation Supplement and Memorandum of Sublease recorded August 9, 2002, in Official Records Book 1565, Page 388.

I. Memorandum of Site Lease Acknowledgement recorded December 30, 2004, in Official Records Book 2125, Page 2093.

J. Non Exclusive Easement by and between City of Port St. Lucie, Grantor, and BellSouth Telecommunications, Inc, Grantee, recorded March 31, 2011, in Official Records Book 3281, Page 308.

K. Amended Memorandum of Co-Location Agreement recorded April 9, 2012, in Official Records Book 3377, Page 2728.

L. Non Exclusive Access Easement by and between City of Port St. Lucie, Grantor, and Florida Power and Light Company, Grantee, recorded June 12, 2015, in Official Records Book 3756, Page 2328.

M. Easement by and between The City of Port St. Lucie, Grantor, and Florida Power and Light Company, Grantee, recorded June 12, 2015, in Official Records Book 3756, Page 2343.

NOTE: 2020 Real Property Taxes in the gross amount of $0.00 are paid, under Tax I.D. No. 3420-585-0013-000/1.

This report shows only matters disclosed in the aforesaid Public Records and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion,

warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party.

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

St. Lucie Title Services, Inc.

Date: September 13, 2021

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

Search all services we offer...

Vehicle Registration | Property Tax | Business Tax | Tourist Tax

Search > Account Summary > Bill Details

Print this page

Real Estate Account #3420-585-0013-000/1

Owner:
Port St Lucie City of

Situs:
450 SW THORNHILL DR
Port Saint Lucie

Parcel details
Property Appraiser
Government

Get bills by email

2020 Annual Bill

ST. LUCIE COUNTY TAX COLLECTOR

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2020 Annual Bill	65618	—	0011	$0.00	PAID Print (PDF)

If paid by: Sep 30, 2021
Please pay: $0.00

Combined taxes and assessments: $0.00

PAYMENTS MUST BE MADE IN US FUNDS.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
County Parks MSTU	0.2313	2,339,400	2,339,400	0	$0.00
Co Public Transit MSTU	0.1269	2,339,400	2,339,400	0	$0.00
Erosion District E	0.1763	2,339,400	2,339,400	0	$0.00
Law Enf,Jail,Judicial Sys	3.2324	2,339,400	2,339,400	0	$0.00
Co General Revenue Fund	4.2077	2,339,400	2,339,400	0	$0.00
Childrens Service Council	0.4765	2,339,400	2,339,400	0	$0.00
St Lucie Co Fire District	3.0000	2,339,400	2,339,400	0	$0.00
FL Inland Navigation Dist	0.0320	2,339,400	2,339,400	0	$0.00
City Of Port St Lucie	4.9807	2,339,400	2,339,400	0	$0.00
City Of PSL Voted Debt	0.9193	2,339,400	2,339,400	0	$0.00
School Discretionary	0.7480	2,339,400	2,339,400	0	$0.00
School Capital Improvemnt	1.5000	2,339,400	2,339,400	0	$0.00
School Req Local Effort	3.7010	2,339,400	2,339,400	0	$0.00

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
School Voter Referendum	1.0000	2,339,400	2,339,400	0	$0.00
Mosquito Control	0.1352	2,339,400	2,339,400	0	$0.00
S FL Wtr Mgmt District	0.2675	2,339,400	2,339,400	0	$0.00
Total Ad Valorem Taxes	**24.7348**				**$0.00**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
No Non-Ad Valorem Assessments.		

Parcel Details

Owner:	Port St Lucie City of	**Account**	3420-585-0013-000/1	**Assessed value:**	$2,339,400
Situs:	450 SW THORNHILL DR Port Saint Lucie	**Alternate Key**	65618	**School assessed value:**	$2,339,400
		Millage code	0011 -		
		Millage rate	24.7348		

2020 ANNUAL BILL		LEGAL DESCRIPTION	LOCATION	
Ad valorem:	$0.00	PORT ST LUCIE-SECTION 18- THAT PART OF TRACT O MPDAF: BEG AT NE COR OF TRACT O RUN S 26 DEG 54 MIN 12 SEC E 803 FT, TH N 81 DEG 43 MIN 58 SEC W 526.03 FT, TH N 37 DEG 58 MIN 10 SEC W 484 FT TONW COR OF TRACT O, TH N 63 DEG 05MIN 48 SEC E 87.90 FT TO PT OF NON-TANG CURVE, TH NLY AND ELY ALG N LI 39.27 FT TO PT OF TANG, TH N63 DEG 05 MIN 48 SEC E ALG N LI 410 FT TO POB (6.94 AC) (MAP 44/08N) (OR 311 ... View More	**Book, page, item:**	0311-2692-
Non-ad valorem:	$0.00		**Property class:**	
Total Discountable:	$0.00		**Range:**	40E
No discount NAVA:	$0.00		**Township:**	37S
Total tax:	$0.00		**Section:**	08
			Neighborhood:	IR06
			Value code:	00
			Use code:	8900
			Total acres:	6.94

EXEMPTIONS	
City of Port St LUcie	$2,339,400

St. Lucie County Tax Collector
P.O. Box 308, Ft. Pierce, Fl 34954-0308

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WARRANTY DEED
(FROM CORPORATION

RAMCO FORM A-3 (PHOTOSTAT)

450099

1-

.30
.55

This Warranty Deed *Made and executed the* 29th *day of* June, *A. D. 19* 79 *by*

GENERAL DEVELOPMENT CORPORATION

a corporation existing under the laws of Delaware *and having its principal place of business at* 1111 South Bayshore Drive, Miami, Florida 33131 *hereinafter called the grantor, to* PORT ST. LUCIE, a Florida Municipal corporation

whose postoffice address is Morningside Boulevard, Pt. St. Lucie, Florida 33452

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: *That the grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in* St.Lucie *County, Florida, viz:*

A tract or parcel of land lying in Sections 5 and 8 Township 37 South, Range 40 East, more particularly described as follows:-

The Northerly 500 feet of the Easterly 325 feet of Tract "O" as shown on Plat of PORT ST. LUCIE SECTION EIGHTEEN recorded in Plat Book 13, Page 17 of the Public Records of St. Lucie County, Florida. All lying and being in the City of Port St. Lucie, St. Lucie County, Florida. Containing 3.73 Acres, more or less.

This Deed is executed subject to taxes assessed for the year 1979 and to all subsequent years, to easements, conditions, limitations and restrictions of record and to the further particular restrictions and limitations as follows, to wit:

1. The Grantee acrees to provide effective screening to screen the property from public view as well as to enclose the subject property with fencing material.

2. The Grantee agrees that prior to the commencement of construction of any kind, including but not limited to original construction and subsequent or

.....Cont'd.on Rider

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

To Have and to Hold, *the same in fee simple forever.*

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

(CORPORATE SEAL)

In Witness Whereof *the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.*

ATTEST: SAUL J. SACK, Assistant Secretary

GENERAL DEVELOPMENT CORPORATION,

Signed, sealed and delivered in the presence of

By ERIC A. TRAUB, Senior Vice President

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ERIC A. TRAUB and SAUL J. SACK

well known to me to be the Senior Vice President and Assistant Secretary respectively of the corporation named as grantor in the foregoing deed and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of June, A D 1979

This Instrument prepared by:

(This Instrument Was Prepared By)

Address ALBERT L. ROSEN, Corporate Counsel
General Development Corporation
1111 S Bayshore Drive
Miami, Florida 33131

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: JUL 24, 1982
BONDED THRU GENERAL INS. UND.

OR 311 PG 2692

RIDER TO WARRANTY DEED FROM GENERAL DEVELOPMENT CORPORATION TO PORT ST. LUCIE, a Florida Municipal corporation

future alterations or modifications, all plans and specifications shall be submitted for approval to Grantor. Grantor shall review the data submitted as to aesthetical, functional and economical conformance with the area and its proposed development and Grantor agrees that such approval shall not be unreasonably withheld.

3. The parties acknowledge and agree that the premises shall be used for the sole purpose of a maintenance compound and any modification or change in such use will require the consent and approval of Grantor.

4. The Grantee further agrees that it shall not erect, place or allow to be placed, any sign or other advertising matter in and about the subject property without the written consent of the Grantor.

5. The Grantee further agrees that it will comply with all lawful requirements of the Board of Health, Police Department, Fire Department, Municipal, County, State and Federal authorities respecting the manner in which it uses the subject premises.

106467 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT OF REVENUE JUL-5'79 PB 00.30

103422 FLORIDA DOCUMENTARY SURTAX JUL-5'79 PB 00.55

'79 JUL -5 AM 9:44

ST LUCIE COUNTY, FLA.
ROGER POITRAS
CLERK CIRCUIT COURT
D.C.

450099

O.R. BOOK 311 PAGE 2693

Date: April 5, 1996
Prepared under the supervision of:
Diane G. LeRoy, Attorney
Florida Department of Transportation
Turnpike District
605 Suwannee Street
Tallahassee, Florida 32301

Return to:
City of Port St. Lucie
Legal Department (E)
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

WPI NO.: **0150467**
PARCEL NO.: **222**
COUNTY: **St. Lucie County**
OLD PARCEL NUMBER: Part of 100.1-R

QUITCLAIM DEED

THIS INDENTURE, made this 8th day of April 1996, by and between the STATE OF FLORIDA, by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as party of the First Part and the City of Port St. Lucie, a Florida Municipal Corporation, the Party of the Second Part.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Party of the First Part, by action of the District Secretary on May 1, 1995 pursuant to the provisions of Section 337.25, Florida Statutes has agreed to quitclaim the land hereinafter described to the Party of the Second Part;

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part for and in consideration of the premises and the sum of One Dollar and other valuable consideration to it paid by the Party of the Second Part, assigns forever, all right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described in Exhibit "A" attached hereto and made a part hereof except that the Party of the First Part hereby reserves for itself, its successors and assigns in perpetuity, an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said property described in Exhibit "A"and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same. In addition, that the party of the first part imposes the following restriction on the property herein conveyed which will run with the land in perpetuity and be binding on all successors in title: No commercial transmission or receiving devices which carry signals that could cause interference with the operations of the party of the first part may be placed or constructed on the property.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party of the Second Part.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances.

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1472693 OR BOOK 1014 PAGE 2490
Recorded: 05-14-96 03:53 P.M.

IN WITNESS WHEREOF, the State of Florida Department of Transportation caused these presents to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed, sealed and
delivered in our presence
as witnesses:

Print name: Brian Gochar

Print name: Pam Brantley

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: James L. Ely
District Secretary
Turnpike District

Attest: Linda B. Smith
Executive Secretary
Turnpike District.

Legal review: Diane K. McKay
Print name: Diane K. McKay

STATE OF FLORIDA
COUNTY OF

BEFORE ME, the undersigned authority, this day personally appeared, James L. Ely, District Secretary, Turnpike District, and Linda B. Smith, Executive Secretary, Turnpike District, of the State of Florida Department of Transportation, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposed therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 8th day of April, 1996.

(NOTARIAL SEAL)

Notary Public

CATHY V. GOODMAN
MY COMMISSION # CC 347670
EXPIRES: January 28, 1998
Bonded Thru Notary Public Underwriters

222 qvd

OR BOOK 1014 PAGE 2491

EXHIBIT "A"

Parcel No.: 222
Section No.: N/A
W.P.I. No.: 0150467
S.R. No.: 91
County: St. Lucie

OR BOOK 1014 PAGE 2492

PARCEL "O-1"

A portion of tract "O" of "Port St. Lucie Section 18" as recorded in plat book 13, pages 17 and 17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:

COMMENCING at the Northeast Corner of said tract "O", thence South 63°05'48" West along the North line of said tract "O" a distance of 325.00 feet to the **POINT OF BEGINNING** of this description; thence South 26°54'12" East a distance of 500.00 feet, thence South 63°05'48" West a distance of 105.00 feet, thence North 37°58'10" West a distance of 484.00 feet to the Northwest Corner of said tract "O", thence North 63°05'48" East along the North line of said tract "O" a distance of 87.90 feet to a point of non tangent curve; thence Northerly and Easterly along said North line and along the arc of said curve to the right (concave Southeasterly) having a radius of 25.00 feet, a central angle of 90°00'00" (chord bearing N18°05'48"E), an arc distance of 39.27 feet to the Point of Tangency, thence North 63°05'48" East along said North line a distance of 85.00 feet to the **POINT OF BEGINNING.**

Said lands situate in the City of Port St. Lucie, Florida; containing 1.711 acres more or less.

Parcel "O-2"

A portion of tract "O" of "Port St. Lucie Section 18" as recorded in plat book 13, pages 17 and 17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:

COMMENCING at the Northeast Corner of said tract "O", thence South 26°54'12" East along said East line of said tract "O" a distance of 500.00 feet to the **POINT OF BEGINNING** of this description; thence continue South 26°54'12" East along said East line a distance of 303.00 feet, thence North 81°43'58" West a distance of 526.03 feet, thence North 63°05' 48" East a distance of 430.00 feet to the **POINT OF BEGINNING.**

Said lands situate in the City of Port St. Lucie, Florida, containing 1.496 acres more or less.

Said parcels containing a total of 3.207 acres.

Reserving all rights of access, egress, ingress, light, air, and view between the above described property and State Road 91 (Florida's Turnpike).

This description derived from the right-of-way map of Sunshine State Parkway Section 6, St. Lucie County, Florida, State Contract No. 6.3.

222.qol

Book 13
Page 17

PORT ST. LUCIE — SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 1 OF 12 SHEETS

DESCRIPTION

A parcel of land lying in Sections 5, 6, 7, 8, 9, 10 and 17, Township 37 South, Range 40 East, all being more particularly described as follows:

1. All of Tracts "E", "F", "G", & "H" of Port St. Lucie, Section Thirteen, according to the plat thereof as recorded in Plat Book 12 at Pages 4 & 4A thru 4H of the Public Records of St. Lucie County, Florida. Lying in Sections 5, 6 and 7, Township 37 South, Range 40 East and containing 102.09 Acres more or less.

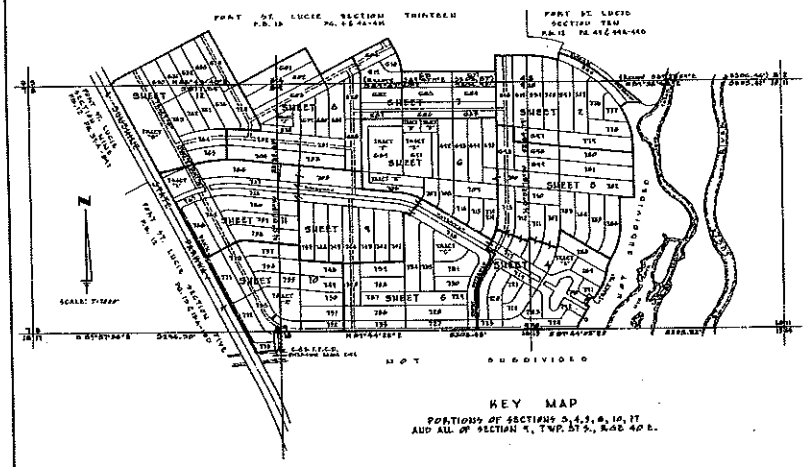
2. That portion of Section 8, Township 37 South, Range 40 East lying East of the East Right of Way Line of the Sunshine State Parkway. Containing 296.31 Acres more or less.

3. All of Section 9, Township 37 South, Range 40 East. Containing 646.73 Acres more or less.

4. That portion of Section 10, Township 37 South, Range 40 East, lying West of the following described boundary: BEGINNING on the North line of said Section 10, S.89°58'48"E., 1055.10 feet from the Northwest corner thereof, run S.49°49'31"E. for 899.58 feet; thence N.88°58'54"W. for 328.14 feet; thence S.58°55'51"W., along a line radial to a 2193.64 foot radius circular curve, for 134.55 feet to a point on said curve; thence along the arc of said curve running to the right in a Southwesterly direction through a central angle of 3°41'46" for 211.75 feet; thence S.0°13'55"W. for 214.28 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence Southeasterly along the arc of said curve through a central angle of 88°21'20" for 38.55 feet; thence S.1°46'35"W. for 100 feet; thence N.88°13'25"W. for 92.62 feet to the point of curvature of a circular curve to the right having a radius of 1925.07 feet; thence Westerly along the arc of said curve through a central angle of 4°13'28" for 142.60 feet; thence N.83°59'57"W. for 114.35 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence Westerly and Southerly along the arc of said curve through a central angle of 45°34'20" for 41.82 feet; thence S.0°13'57"W. for 657.65 feet to the point of curvature of a circular curve to the right having a radius of 1160 feet; thence Southwesterly along the arc of said curve through a central angle of 21°29'23" for 644.60 feet; thence S.26°56'16"W. for 110 feet to the point of curvature of a circular curve to the left having a radius of 540.44 feet; thence Southwesterly along the arc of said curve through a central angle of 17° 41'16" for 166.78 feet to the point of reverse curvature of a circular curve to the right bearing a radius of 528.44 feet; thence Southwesterly along the arc of the last mentioned curve through a central angle of 23°42'16" for 218.72 feet; thence S.21°04'16"W. for 266 feet to the point of curvature of a circular curve to the right having a radius of 150 feet; thence Southwesterly and Northwesterly along the arc of said curve through a central angle of 90°00'00" for 164.10 feet; thence S.23°04'16"W. for 115 feet; thence S.57°55'43"E. for 90 feet; thence S.32°04'16"W. for 239 feet; thence S.57°55'43"E. for 10.0 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence easterly along the arc of said curve through a central angle of 42°59'20" for 18.44 feet to the point of reverse curvature of a circular curve to the right having a radius of 50 feet; thence Easterly, Southerly and Northwesterly along the arc of said curve having a radius of 50 feet through a central angle of 149°58'20" for 130.84 feet to the point of reverse curvature of a circular curve to the left having a radius of 25 feet; thence Northwesterly along the arc of the last mentioned curve through a central angle of 42°59'20" for 18.84 feet; thence N.32°04'16"E. for 10.00 feet; thence S.57°55'43"E. for 140.44 feet; thence S.0°16'40"W. for 53.23 feet to a point on the South line of said Section 10, and the point of terminus. All that portion of Section 10, Township 37 South, Range 40 East, lying West of the above described boundary and containing 124.80 Acres more or less.

5. That portion of Section 17, Township 37 South, Range 40 East, lying East of the East Right of Way Line of the Sunshine State Parkway and North of the North Right of Way Line of the Central and Southern Florida Flood Control District Diversion Canal C-24 and containing 2.76 Acres more or less.

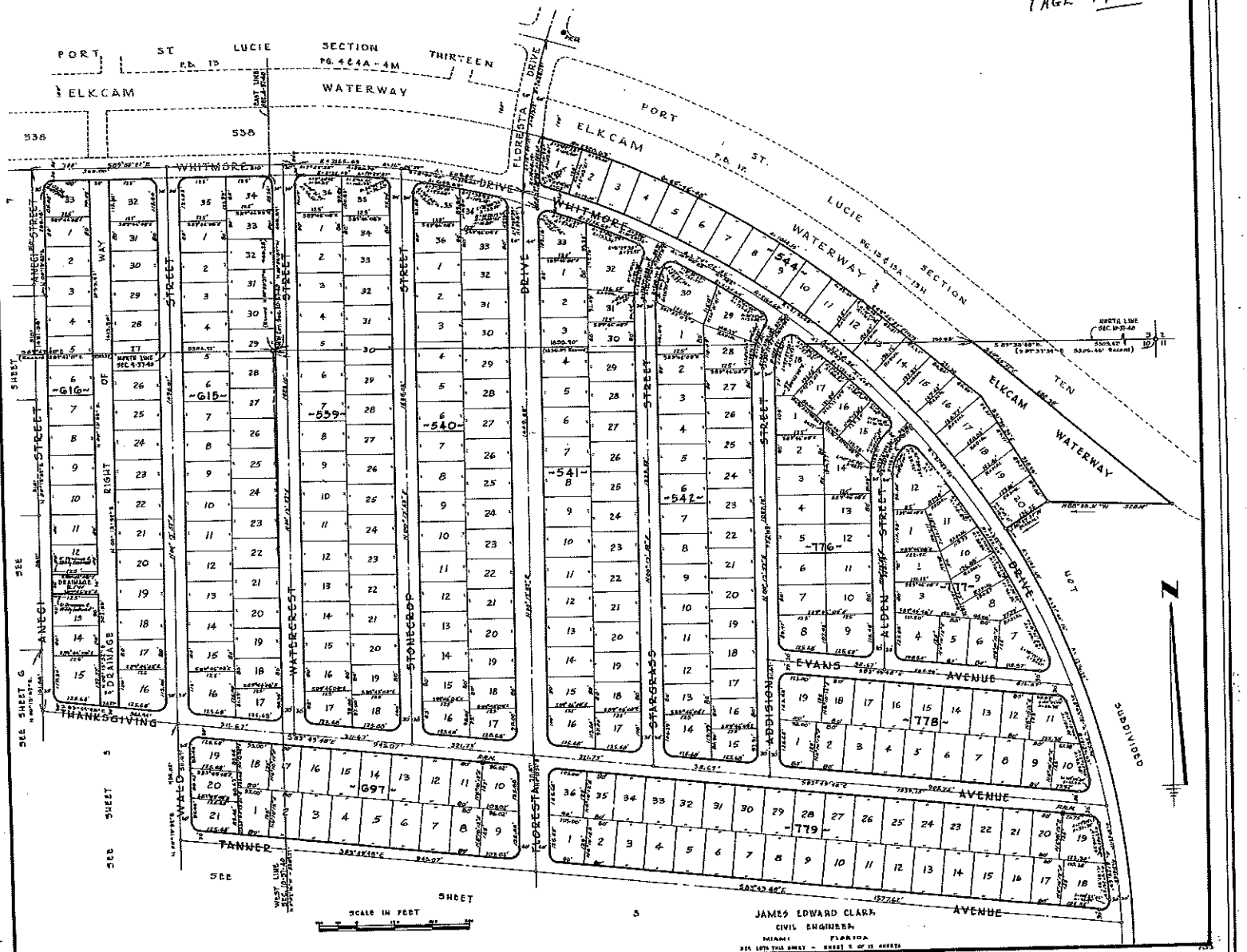
All of the above described lands lying in the City of Port St. Lucie, St. Lucie County, Florida and containing an aggregate total of 1138.79 Acres more or less.



PORT ST. LUCIE SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 2 OF 12 SHEETS

BOOK 13
PAGE 17A

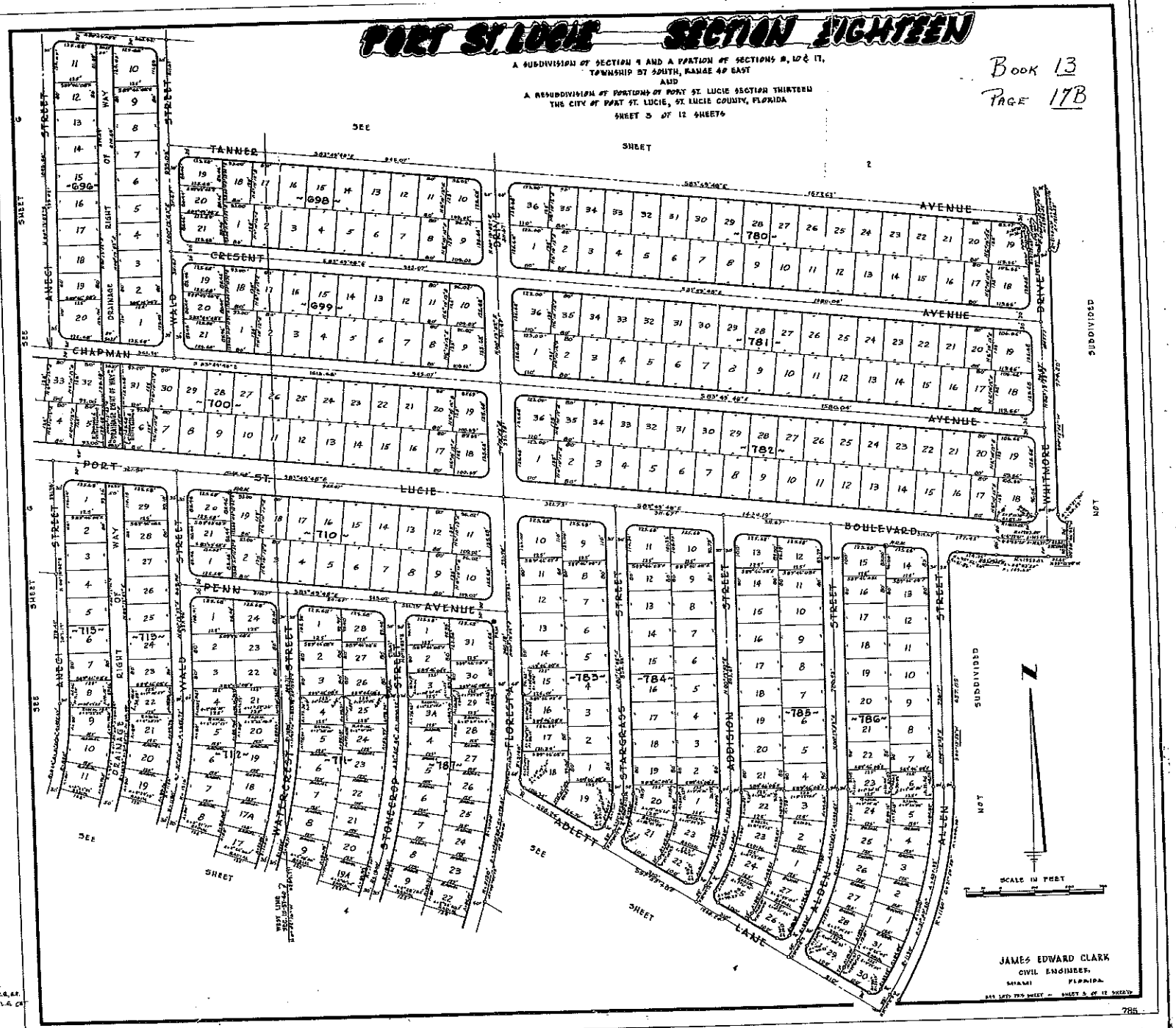


CALC. BY D.L.G.
DRAWN BY R.E.G.
CHECKED BY D.L.G.
APPROVED BY J.E.

PORT ST. LUCIE SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 5 OF 12 SHEETS

BOOK 13
PAGE 17B



CALC. BY D.L.G.
DRAWN BY R.C.S.
CHECKED BY D.L.G.
APPROVED BY J.E.

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

SHT. 5 OF 12 SHEETS

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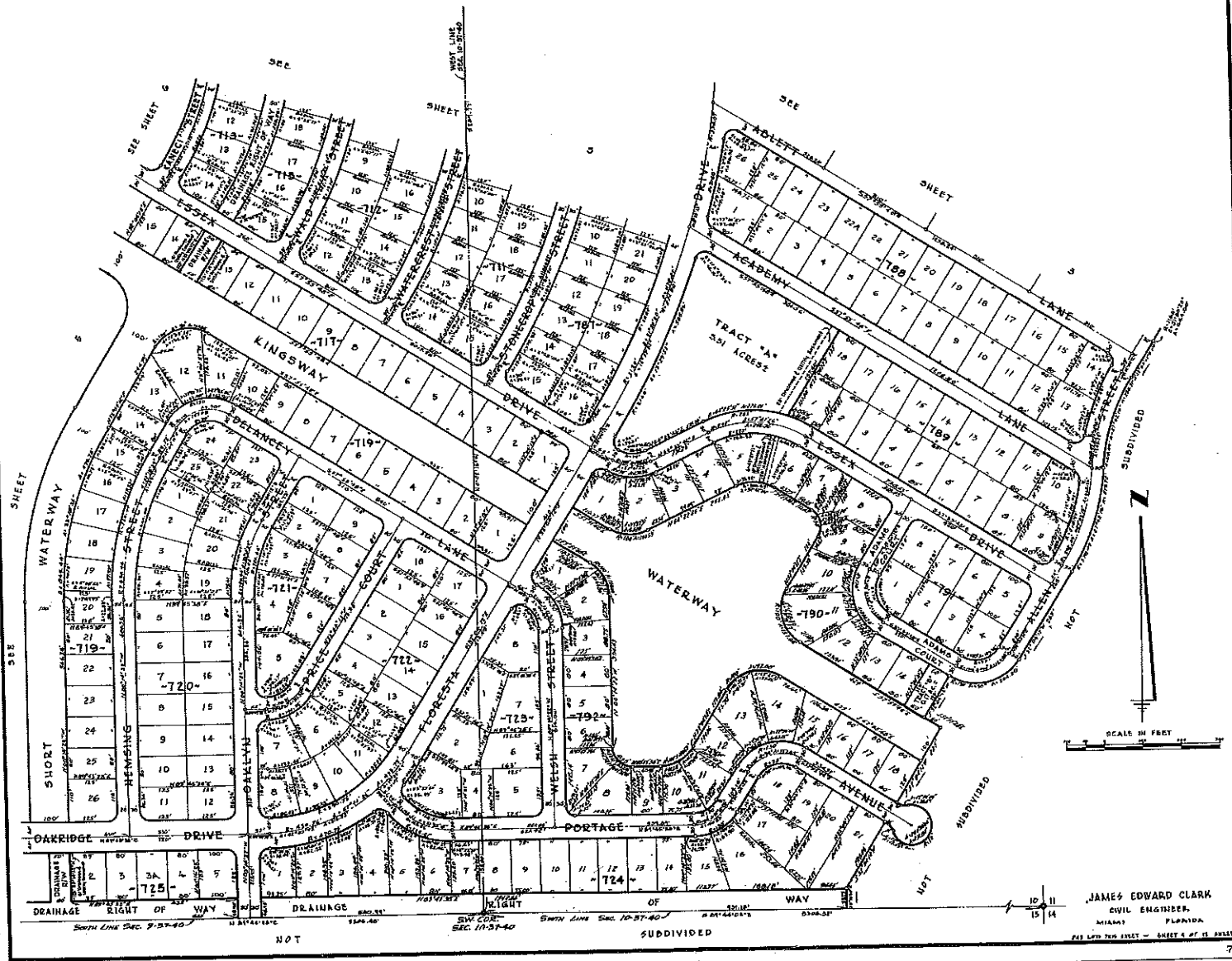
PORT ST. LUCIE SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 6 OF 12 SHEETS

BOOK 13
PAGE 17C



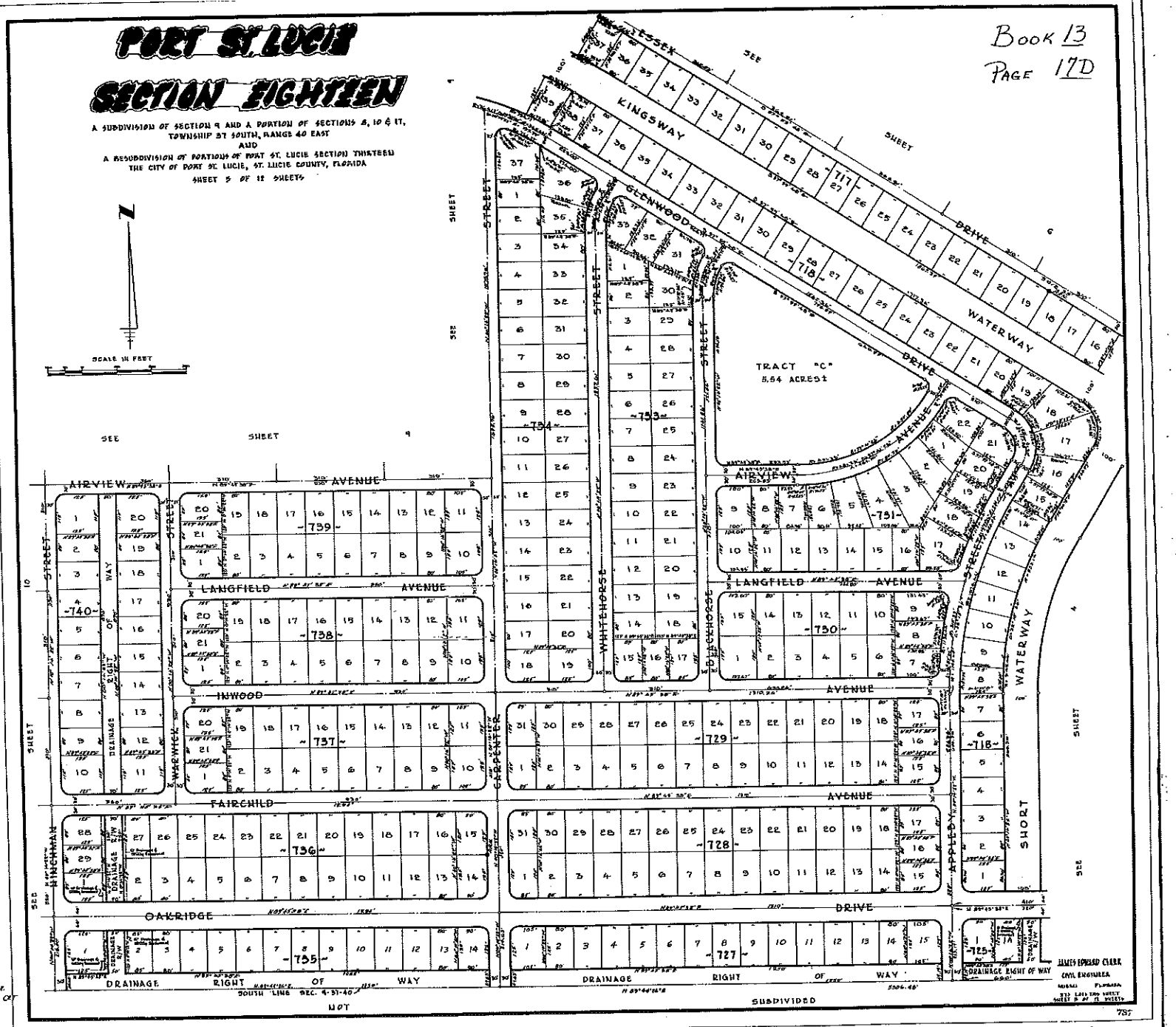
CALC. BY D.L.G.
DRAWN BY E.C.C.,G.E.
CHECKED BY D.L.G.
APPROVED BY: J.E.

786

174

PORT ST. LUCIE
SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17, TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 5 OF 12 SHEETS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SCALE IN FEET
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SEE SHEET
SEE SHEET 10
SEE SHEET 4
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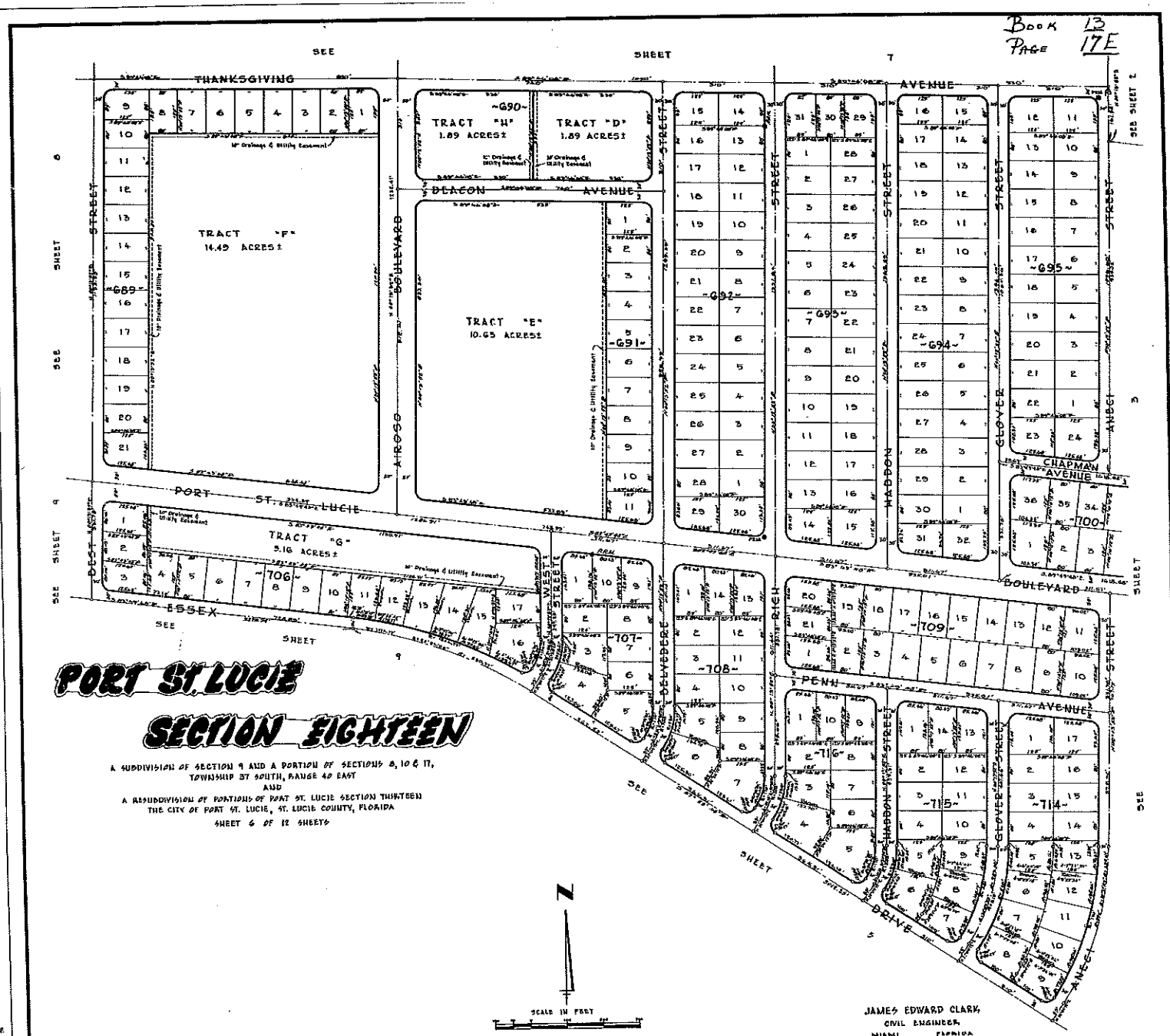
SEE SHEET



PORT ST. LUCIE

SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 6 OF 12 SHEETS

CALC. BY D.L.G.
DRAWN BY H.L.F. 68
CHECKED BY D.L.G. 68
APPROVED BY: JEC

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

SEE LAST TWO SHEET — SHEET 6 OF 12 SHEETS

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PORT ST. LUCIE SECTION EIGHTEEN

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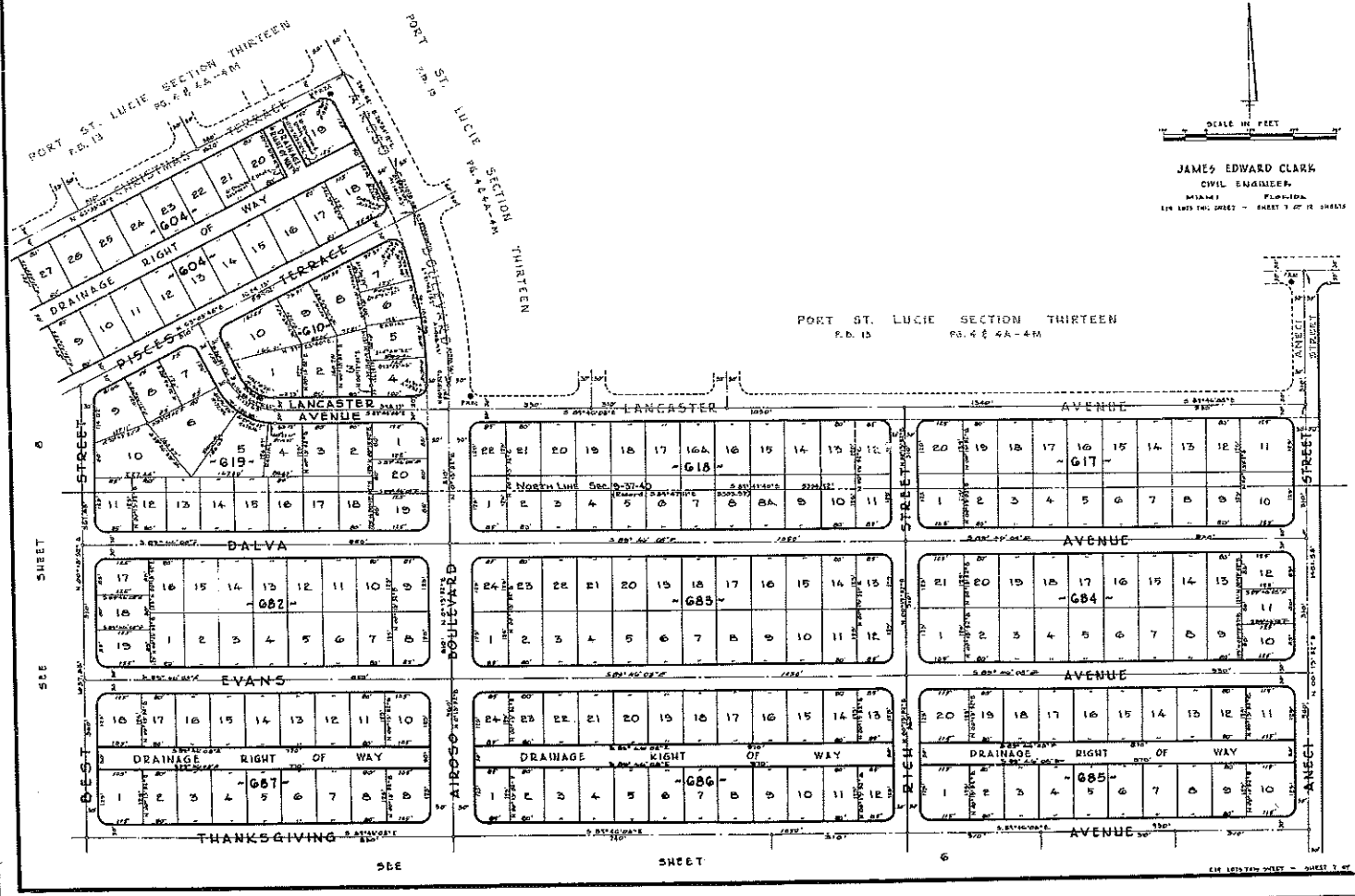
A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 7 OF 12 SHEETS



SCALE IN FEET

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA
FOR LOTS THIS SHEET - SHEET 7 OF 12 SHEETS

CALC. BY: D.L.G
DRAWN BY: H.M.S., J.C.
CHECKED BY: D.L.G
APPROVED BY: J.E.C.

FOR LOTS IN THIS SHEET - SHEET 7 OF 12 SHEETS

788

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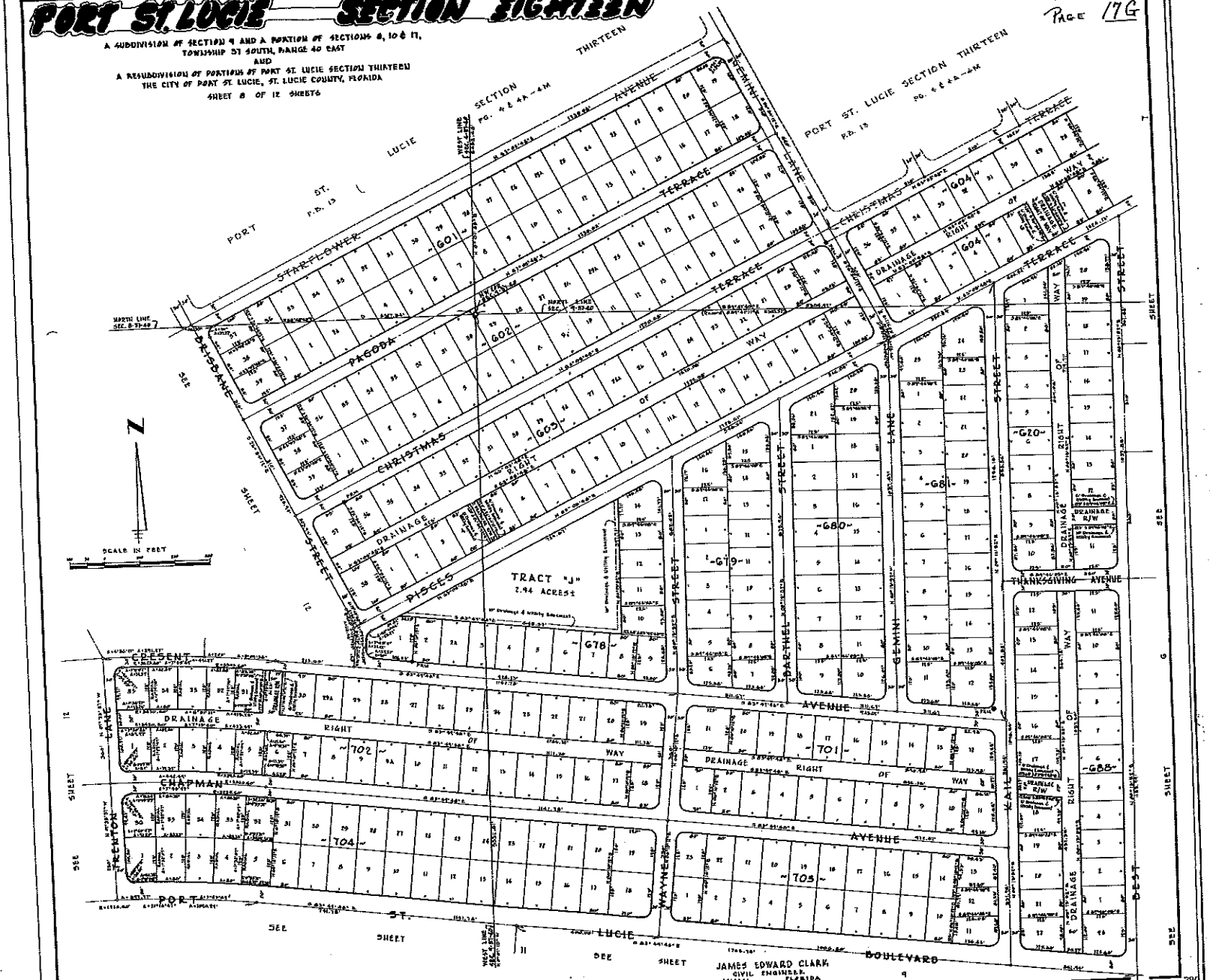
Page 17G

PORT ST. LUCIE SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 11,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 8 OF 12 SHEETS



JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

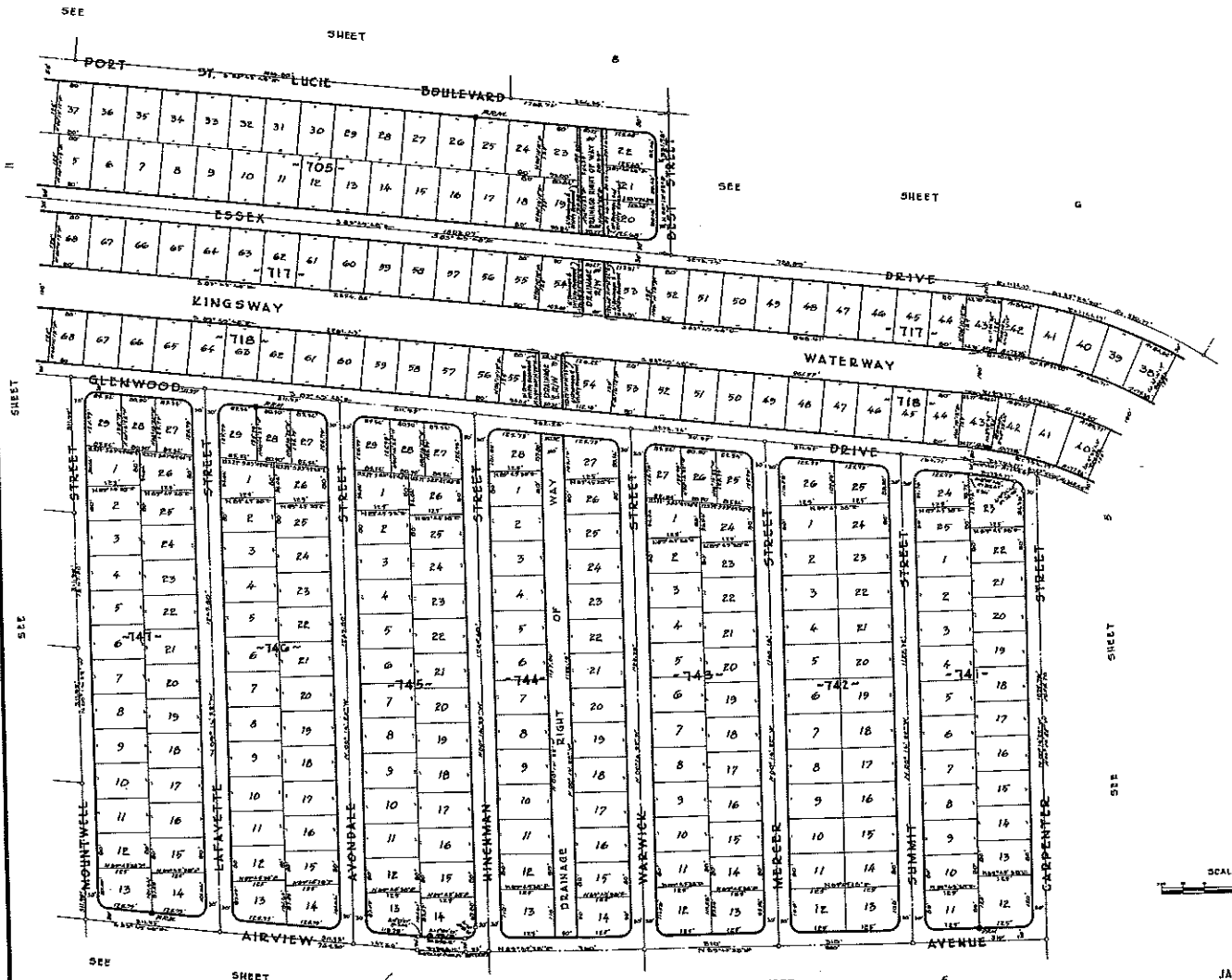
Calc. By: D.L.G.
Drawn By: G.E.R.
Checked By: C.S.T.
Approved By: J.E.

178

PORT ST. LUCIE SECTION SIXTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 9 OF 12 SHEETS

BOOK 13
PAGE 17H



CALC. BY: D.L.G.
DRAWN BY: H.K.E., A.C.
CHECKED BY: D.L.G.
APPROVED BY: J.E.

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

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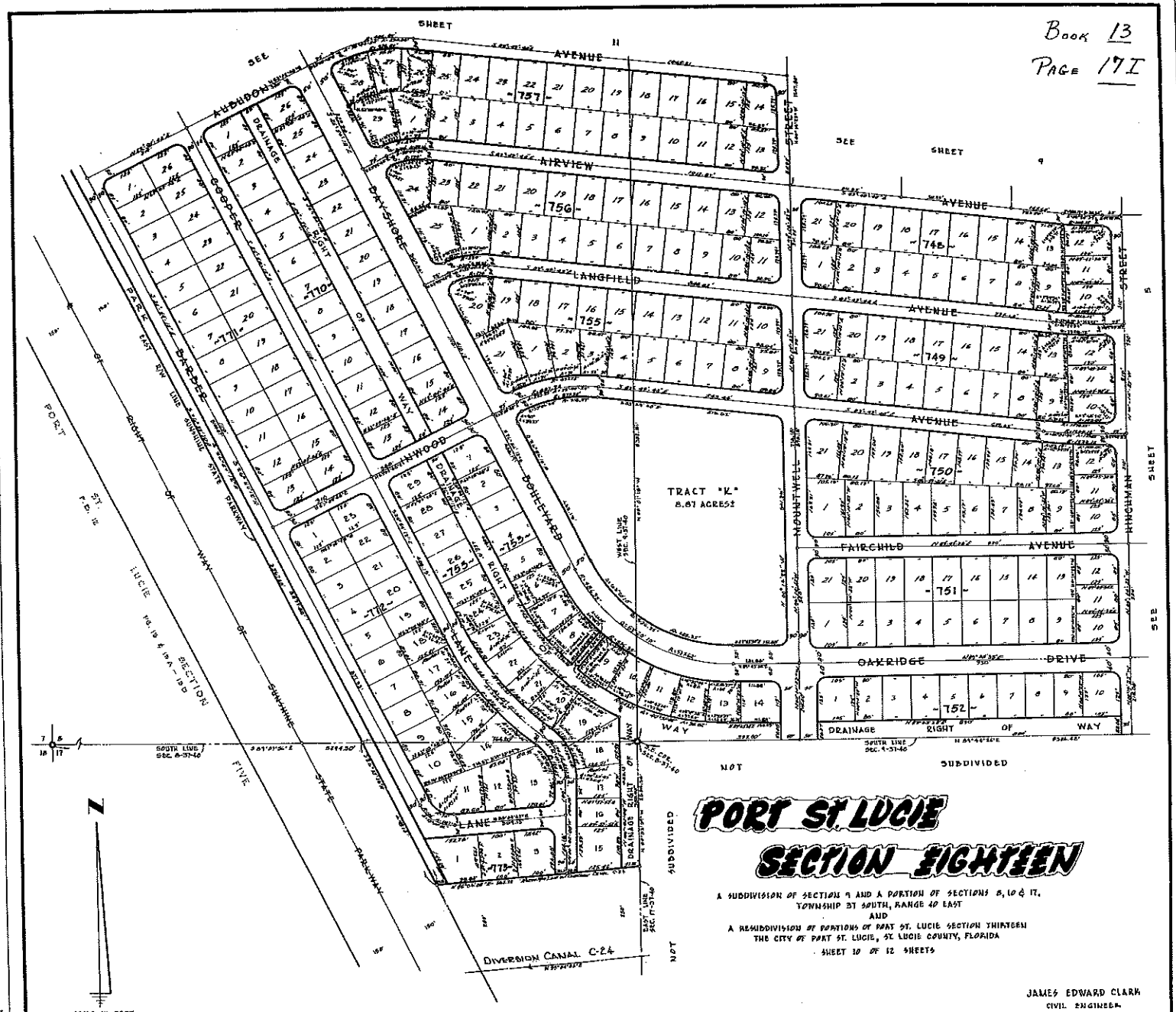
Book 13
Page 171



PORT ST. LUCIE
SECTION EIGHTEEN

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TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 10 OF 12 SHEETS

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

SEE SHEET 1 FOR LOTS THIS SHEET — SHEET 10 OF 12 SHEETS

CALC. BY D.L.G.
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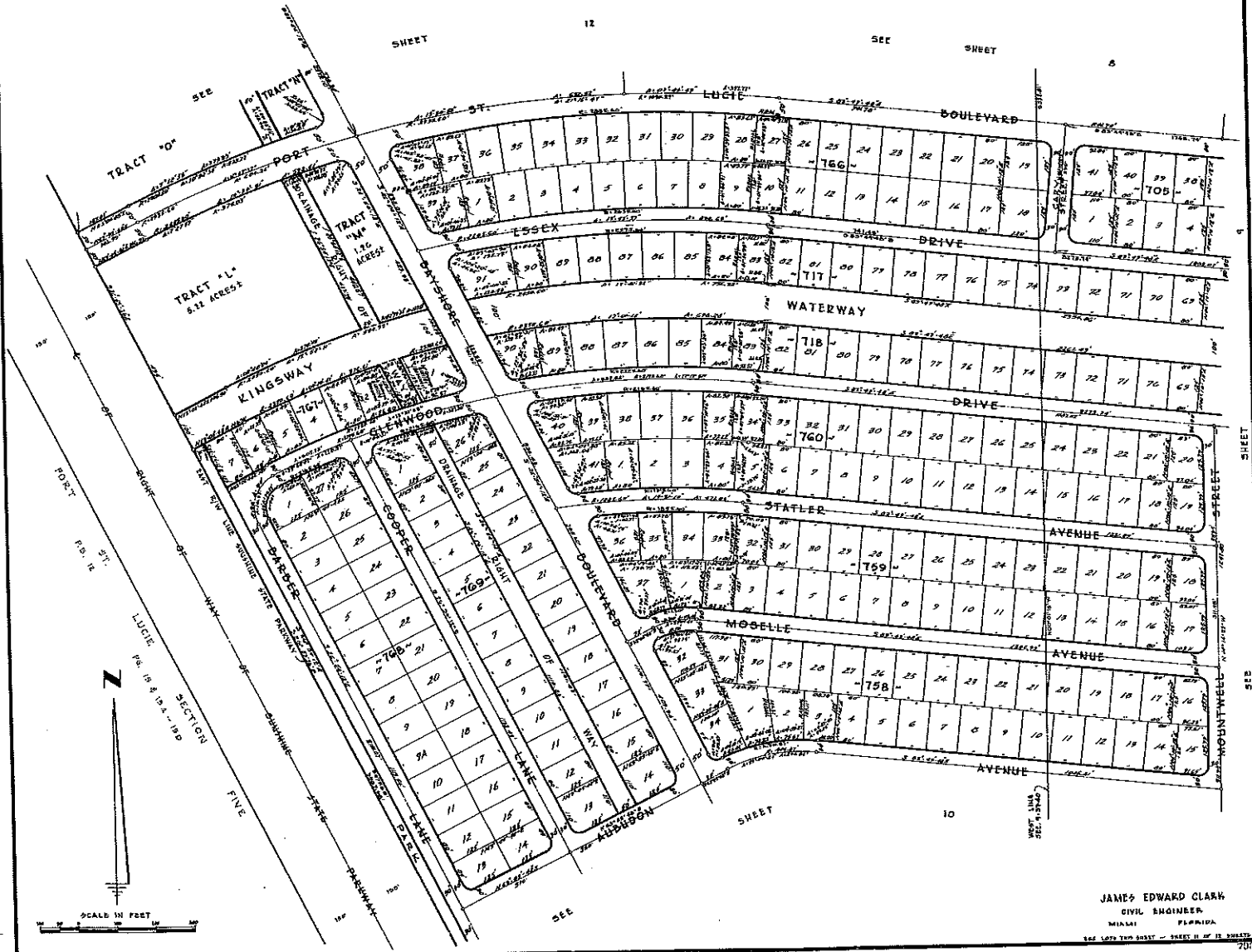
CHECKED BY D.L.G.
APPROVED BY J.E.C.

702

PORT ST. LUCIE — SECTION EIGHTEEN

Book 13
Page 17J

A SUBDIVISION OF SECTION 4 AND A PORTION OF SECTIONS 8, 10 & 11, TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 11 OF 12 SHEETS



CALC. BY: D.L.S.
DRAWN BY:
CHECKED BY: D.L.S.
APPROVED BY: JE

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

SEE LOTS TWO SHEET — SHEET 11 OF 12 SHEETS

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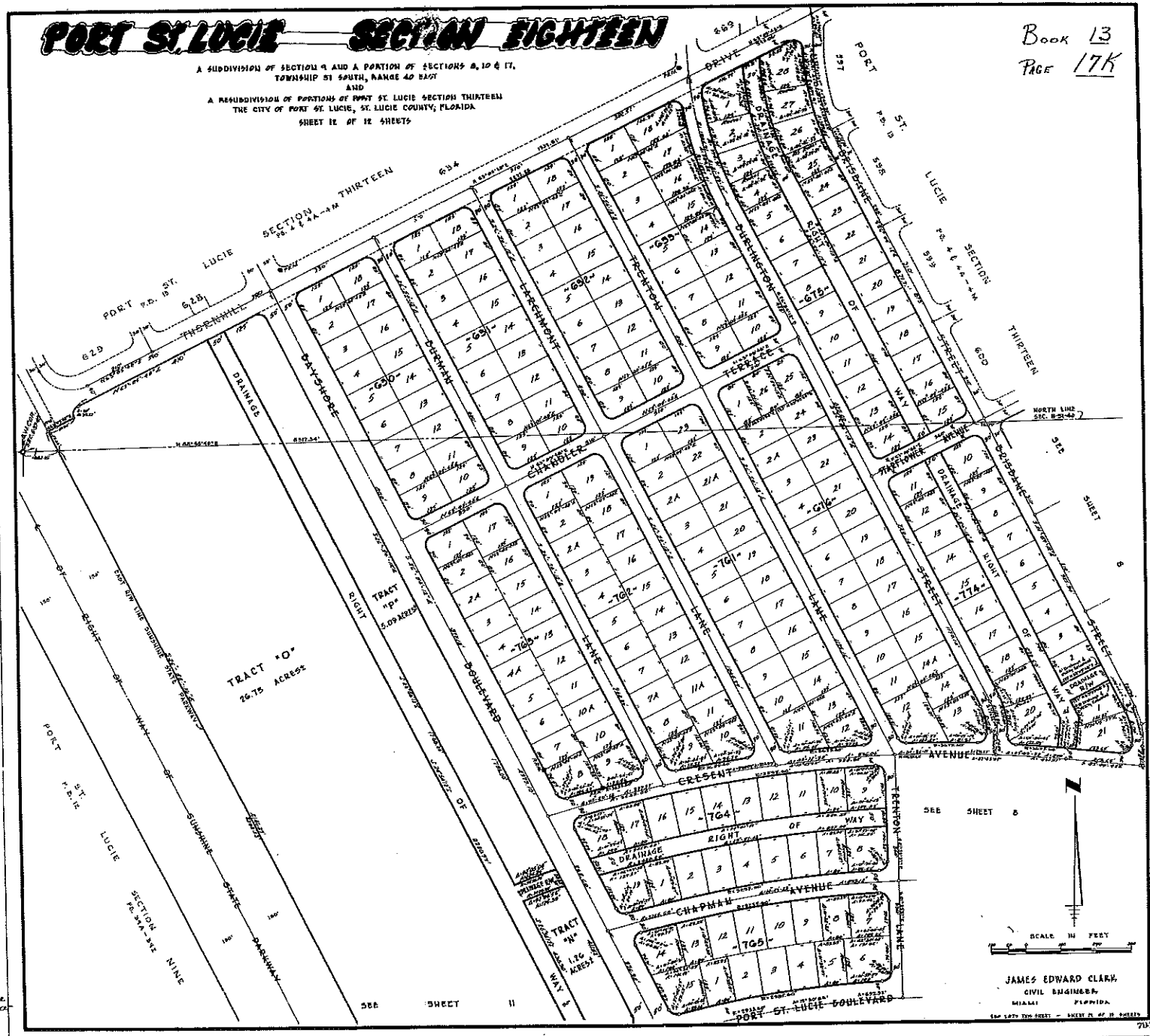
PORT ST. LUCIE SECTION EIGHTEEN
A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17, TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 12 OF 12 SHEETS
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Page 17K
TRACT "O"
26.75 ACRES
TRACT "P"
5.09 ACRES
TRACT "N"
1.26 ACRES
SEE SHEET 11
SEE SHEET 8
SCALE IN FEET
JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

WARRANTY DEED
(FROM CORPORATION

RAMCO FORM A-3 (PHOTOSTAT)

450099

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.30
.55

This Warranty Deed *Made and executed the* 29th *day of* June, *A. D.* 19 79 *by*

GENERAL DEVELOPMENT CORPORATION

a corporation existing under the laws of Delaware *, and having its principal place of business at* 1111 South Bayshore Drive, Miami, Florida 33131 *hereinafter called the grantor, to* PORT ST. LUCIE, a Florida Municipal corporation

whose postoffice address is Morningside Boulevard, Pt. St. Lucie, Florida 33452

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: *That the grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in* St.Lucie *County, Florida, viz:*

A tract or parcel of land lying in Sections 5 and 8 Township 37 South, Range 40 East, more particularly described as follows:-

The Northerly 500 feet of the Easterly 325 feet of Tract "O" as shown on Plat of PORT ST. LUCIE SECTION EIGHTEEN recorded in Plat Book 13, Page 17 of the Public Records of St. Lucie County, Florida. All lying and being in the City of Port St. Lucie, St. Lucie County, Florida. Containing 3.73 Acres, more or less.

This Deed is executed subject to taxes assessed for the year 1979 and to all subsequent years, to easements, conditions, limitations and restrictions of record and to the further particular restrictions and limitations as follows, to wit:

1. The Grantee acrees to provide effective screening to screen the property from public view as well as to enclose the subject property with fencing material.

2. The Grantee agrees that prior to the commencement of construction of any kind, including but not limited to original construction and subsequent or

.....Cont'd.on Rider

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

To Have and to Hold, *the same in fee simple forever.*

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

(CORPORATE SEAL)

In Witness Whereof *the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.*

ATTEST: SAUL J. SACK, Assistant Secretary

GENERAL DEVELOPMENT CORPORATION

By ERIC A. TRAUB, Senior Vice President

Signed, sealed and delivered in the presence of

Margaret B. Champagne

Enid M. Mahoney

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ERIC A. TRAUB and SAUL J. SACK

well known to me to be the Senior Vice President and Assistant Secretary respectively of the corporation named as grantor in the foregoing deed and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of June, A D 19 79

This Instrument prepared by:
This Instrument Was Prepared By:
ALBERT L. ROSEN, Corporate Counsel
General Development Corporation
1111 S. Bayshore Drive
Miami, Florida 33131

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: JULY 26, 1982
BONDED THRU GENERAL INS. UNDERWRITERS

OFF. 311 PAGE 2692

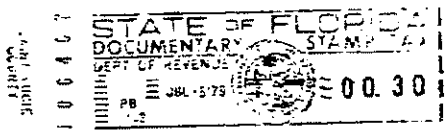
RIDER TO WARRANTY DEED FROM GENERAL DEVELOPMENT CORPORATION TO PORT ST. LUCIE, a Florida Municipal corporation

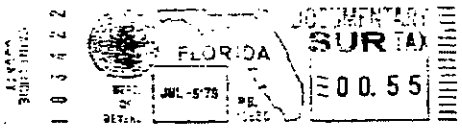
future alterations or modifications, all plans and specifications shall be submitted for approval to Grantor. Grantor shall review the data submitted as to aesthetical, functional and economical conformance with the area and its proposed development and Grantor agrees that such approval shall not be unreasonably withheld.

3. The parties acknowledge and agree that the premises shall be used for the sole purpose of a maintenance compound and any modification or change in such use will require the consent and approval of Grantor.

4. The Grantee further agrees that it shall not erect, place or allow to be placed, any sign or other advertising matter in and about the subject property without the written consent of the Grantor.

5. The Grantee further agrees that it will comply with all lawful requirements of the Board of Health, Police Department, Fire Department, Municipal, County, State and Federal authorities respecting the manner in which it uses the subject premises.





'79 JUL -5 AM 9 44

FILED AND RECORDED
ST LUCIE COUNTY, FLA.
ROGER POITRAS
CLERK CIRCUIT COURT

450099

OR BOOK 311 PAGE 2693

1083592

DECLARATION OF PARTY WALL EASEMENT

By the CITY OF PORT ST. LUCIE, FLORIDA

For the benefit of

PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION

Dated as of September 1, 1990

Rec Fee $ 7.50 DOUGLAS DIXON
Add Fee $ _____ St. Lucie County
Doc Tax $ _____ Clerk of Circuit Court
Int Tax $ _____ By CW
Total $ 7.50 Deputy Clerk

This instrument was prepared by
and following recording should be
returned to:

Robert O. Freeman, Esq.
Florida Bar No. 0173396
c/o Squire, Sanders & Dempsey
2100 Florida National Bank Tower
Jacksonville, Florida 32202

OR 0719 PG 0124

DECLARATION OF PARTY WALL EASEMENT

THIS DECLARATION ("Declaration") is made this 1st day of September, 1990, by the CITY OF PORT ST. LUCIE, a municipality of the State of Florida, having its address at City Hall Plaza, 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 33452 (the "City").

RECITALS:

1. The City is the fee owner of the parcel of land described on Exhibit A attached hereto and by this reference made a part hereof (the "City Premises") and has constructed thereon a city maintenance building (the "Building");

2. The City is also the fee owner of the parcel of land described on Exhibit B attached hereto and by this reference made a part hereof (the "Addition Premises"), and there is constructed thereon an addition to the Building (the "Addition");

3. Pursuant to a Ground Lease and Bill of Sale dated September 1, 1990, the City has conveyed title to the Addition and has leased the Premises, both to Port St. Lucie Governmental Finance Corporation (the "Corporation"), a Florida corporation not-for-profit;

4. There is a party wall (the "Party Wall") between and forming a part of the Building and the Addition, as shown on the plot plan attached hereto and hereby made a part hereof as Exhibit C;

5. The City desires to provide for certain rights, obligations and easements in connection with the Party Wall, as more particularly hereinafter set forth.

NOW, THEREFORE, the City hereby declares as follows:

1. The City hereby dedicates and creates an easement for the benefit of and appurtenant to both the City Premises and the Addition Premises for the party wall purposes with respect to the Party Wall, including the right of installation and/or replacement of all wires, pipes, conduits and lines upon, over and/or through said Party Wall, the right and privilege to tie in and use the Party Wall for support, structural or otherwise, and the right to the use of the building areas adjoining the Party Wall for purposes of maintenance, repair, alteration, inspection and replacement thereof.

2. The cost of repair and maintenance of the Party Wall necessitated by ordinary wear and tear shall be shared by the City and the Corporation, as lessor, in proportion to their respective use of the Party Wall at the time such repair or maintenance is completed. If the Party Wall is destroyed or damaged by any cause, either of such parties may restore it, and if the other party thereafter makes use of the Party Wall it shall contribute to the cost of restoration in proportion to such use. For purposes of this Declaration and the enforcement of the rights and responsibilities hereunder, it shall be presumed that the Corporation and the City each has a percentage use of fifty-percent (50%) of the party wall.

3. Notwithstanding any provisions hereof to the contrary, if the Party Wall is damaged or destroyed by the negligent or willful acts or omissions of either of such parties or its tenants or persons for whom it or its tenants are responsible, such party shall bear the entire cost of repair or restoration occasioned by such damage or destruction, and nothing herein contained shall prejudice the common law or statutory rights of any party to recover from any other party for such negligent or willful acts or omissions.

4. Any party entitled to contribution for repair, maintenance, restoration or protection of the Party Wall shall have a lien on the property of the party against which it is entitled to such contribution, which lien may be foreclosed in the same manner as a mechanics' lien as provided by the statutes of the State of Florida.

5. This Declaration shall create mutual and equitable benefits and servitudes upon the City Premises and the Addition Premises, the covenants hereof shall be deemed to run with the land, and this Declaration shall be binding upon and shall inure to the benefit of the City, its successors and assigns, including without limitation any subsequent fee owner of either the City Premises or the Addition Premises.

IN WITNESS WHEREOF, the City has caused this Declaration to be duly executed as of the day and year first above written.

WITNESSES:

Stacey A Williams

CITY OF PORT ST. LUCIE, FLORIDA

By: William B. McChesney
Its Mayor

Attest:
Its City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

STATE OF FLORIDA)
) ss.
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 26th day of September, 1990, by William B. McChesney and Sandra K. Johnson, the Mayor and City Clerk, respectively, of the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipality, on behalf of the municipality.

(SEAL)

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 21 1994
BONDED THRU GENERAL INS. UND.

3248/PORA3007/AE1/092590

CONSENT OF PORT ST. LUCIE GOVERNMENTAL LEASING CORPORATION

The undersigned, as holder of a leasehold interest in and under that certain Ground Lease and Bill of Sale dated September 1, 1990, covering the premises described on Exhibit "B" to the within Declaration, hereby consents to the terms and conditions of said Declaration, and agrees that it is and shall be bound thereby and that its rights and interests under said Ground Lease are and shall be subject and subordinate to the terms and conditions of said Declaration.

(SEAL)

PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION

By _____
Its Vice President

ATTEST:

_____
Its Secretary/Treasurer

3248/PORA3007/AE1/092590

OR 719 PG 127

STATE OF FLORIDA)
) ss.
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 26th day of September, 1990, by David C. Riley and G. Wayne Allgire, the Vice-President and Secretary/Treasurer, respectively, of PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not-for-profit corporation, on behalf of the corporation.

(SEAL)

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN.23,1994
BONDED THRU GENERAL INS. UND.

3248/POR41007/AE1/092590

OR 0719 PAGE 128

EXHIBIT A

City Premises

Maintenance Building Addition

LEGAL DESCRIPTION

Commencing at the Northeast corner of Tract "O", PORT ST. LUCIE, SECTION 18, according to the plat thereof, as recorded in Plat Book 13, page 17, Public Records of St. Lucie County, Florida; thence along the East line of said Tract "O" South 26 degrees 54 minutes 12 seconds East, a distance of 319.32 feet; thence South 63 degrees 05 minutes 48 seconds West, a distance of 89.63 feet to the Point of Beginning; thence continue South 63 degrees 05 minutes 48 seconds West, a distance of 120.30 feet; thence South 26 degrees 54 minutes 12 seconds East, a distance of 120.20 feet; thence North 63 degrees 05 minutes 48 seconds East, a distance of 120.30 feet; thence North 26 degrees 54 minutes 12 seconds West, a distance of 40.20 feet; thence South 63 degrees 05 minutes 48 seconds West, a distance of 75.00 feet; thence North 26 degrees 54 minutes 12 seconds West, a distance of 40.00 feet; thence North 63 degrees 05 minutes 48 seconds East, a distance of 75.00 feet; thence North 26 degrees 54 minutes 12 seconds West, a distance of 40.00 feet to the Point of Beginning.

TOGETHER WITH A THIRTY FOOT EASEMENT for the purpose of ingress and egress to which the centerline is more particularly described as follows: Commencing at the Northeast corner of Tract "O", PORT ST. LUCIE, SECTION 18, according to the plat thereof, as recorded in Plat Book 13, page 17, Public Records of St. Lucie County, Florida; thence along the North line of said Tract "O" South 63 degrees 05 minutes 48 seconds West a distance of 58.00 feet to the Point of Beginning; thence South 26 degrees 54 minutes 12 seconds East, a distance of 285.00 feet; thence South 13 degrees 48 minutes 10 seconds West a distance of 25.49 feet; thence South 26 degrees 54 minutes 12 seconds East, a distance of 150.20 feet; thence South 63 degrees 05 minutes 48 seconds West, a distance of 150.30 feet; thence North 26 degrees 54 minutes 12 seconds West, a distance of 150.20 feet; thence North 63 degrees 05 minutes 48 seconds East, a distance of 150.30 feet to the Point of Termination.

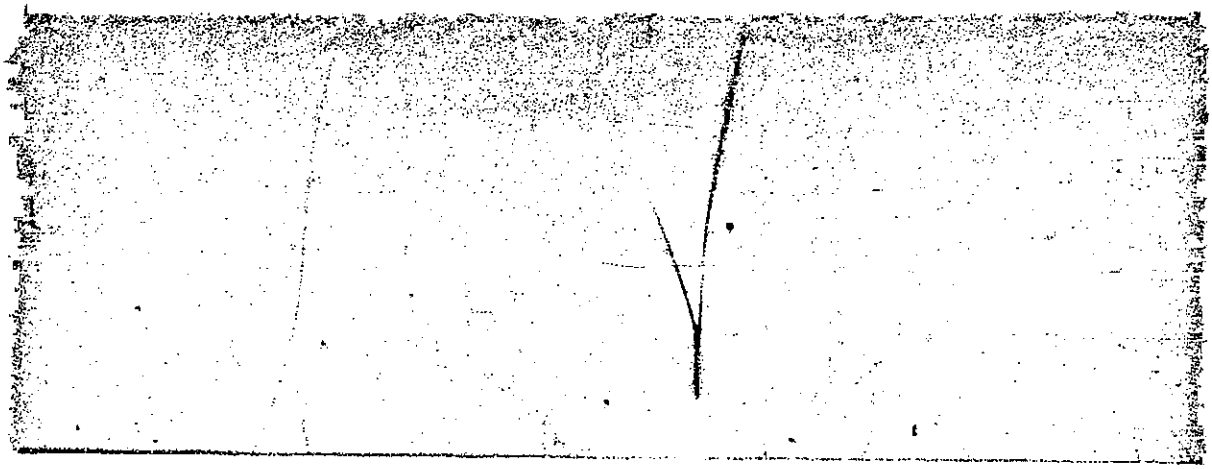


EXHIBIT B

Addition Premises

Existing Maintenance Building

Legal Description

Beginning at a point, said point being the northeast corner of Tract "O" as identified as Port St. Lucie Section 18 as of record in Plat Book 13, Page 17K; thence along the southern boundary of Thornhill Drive in a western direction a distance of 90 feet plus or minus and in a southerly direction parallel to the eastern property line a distance of 372 feet to the beginning point; thence along a line in a southern direction in line with the existing building a distance of 40 feet plus or minus to a point; thence along a line in a western direction a distance of 71 feet plus or minus to a point; thence along a line in a northern direction a distance of 40 feet plus or minus to a point; thence along a line in an eastern direction a distance of 71 feet plus or minus to the point of beginning and containing 2,840 square feet more or less.

0719 MEO 130

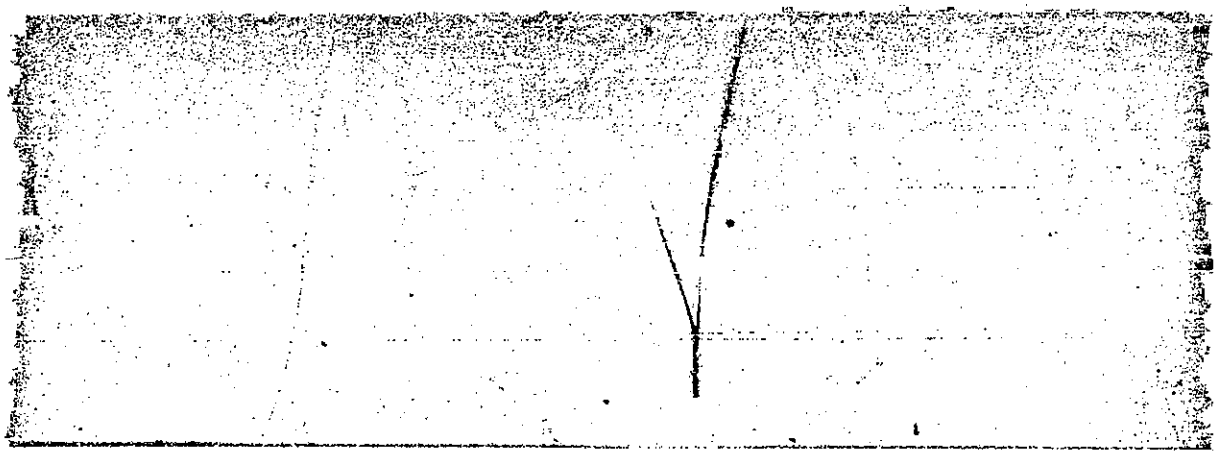
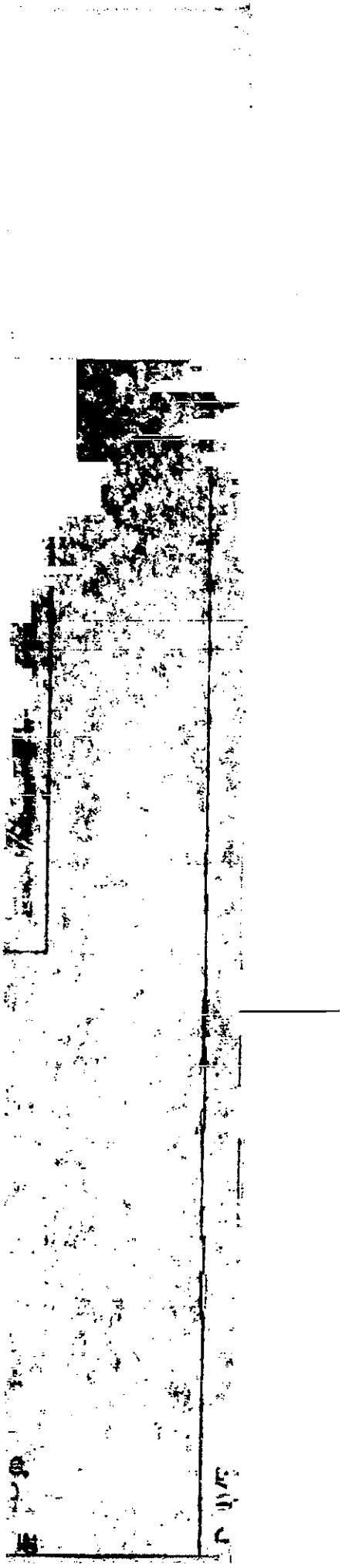


EXHIBIT C

Plot Plan

R0719 REO131



ST. LUCIE COUNTY, FLORIDA.

CONTAINING 3.73 ACRES MORE OR LESS.

INGRESS & EGRESS EASEMENT:

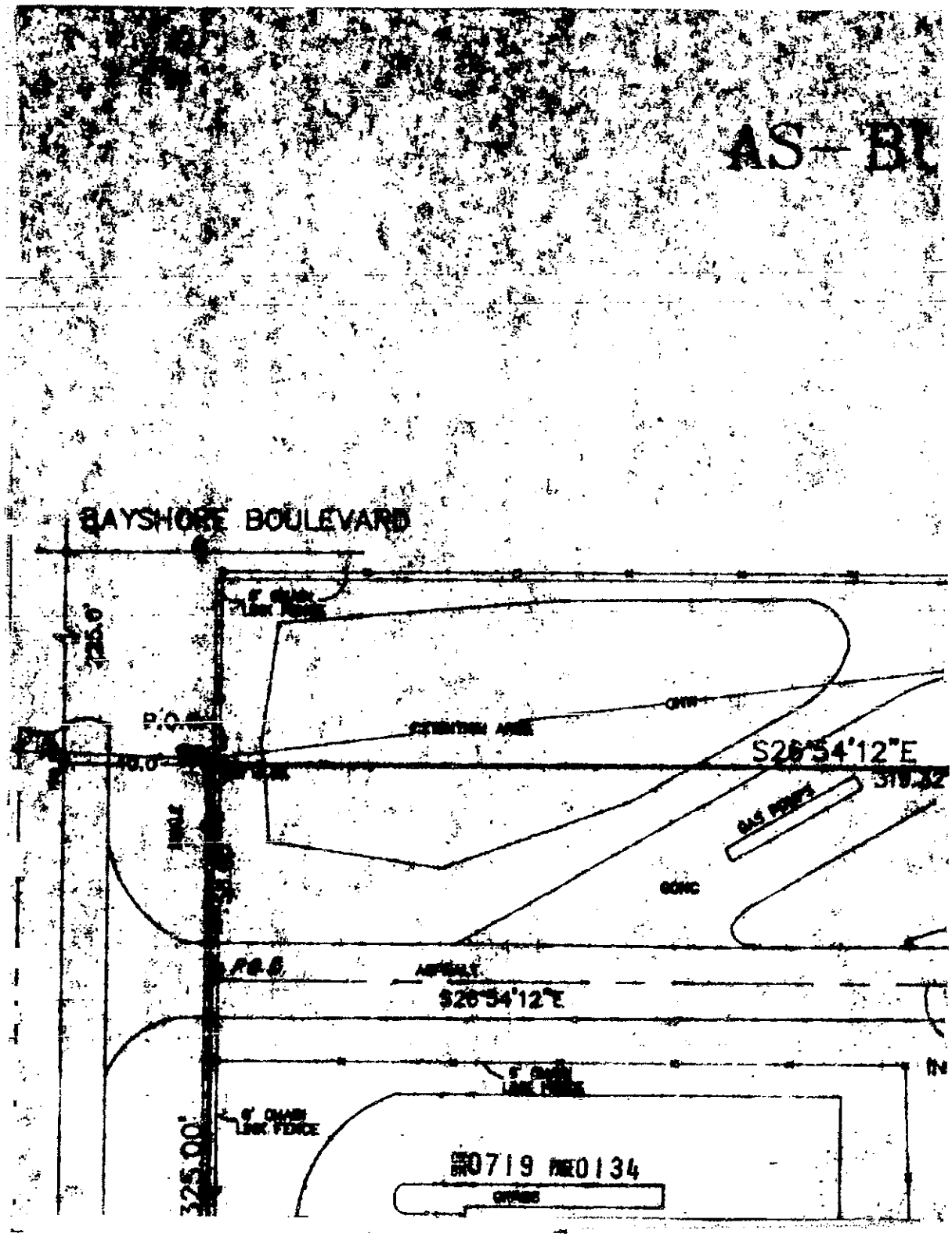
A THIRTY FOOT EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS TO WHICH THE CENTERLINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 'O', PORT ST. LUCIE SECTION 18, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRACT 'O' S63°05'48"W, A DISTANCE OF 58.00 FEET TO THE POINT OF BEGINNING; THENCE S26°54'12"E, A DISTANCE OF 285.00 FEET; THENCE S13°48'10"W, A DISTANCE OF 25.49 FEET; THENCE S26°54'12"E, A DISTANCE OF 150.20 FEET; THENCE S63°05'48"W, A DISTANCE OF 150.30 FEET; THENCE N26°54'12"W, A DISTANCE OF 150.20 FEET; THENCE N63°05'48"E, A DISTANCE OF 150.30 FEET TO THE POINT OF TERMINATION.

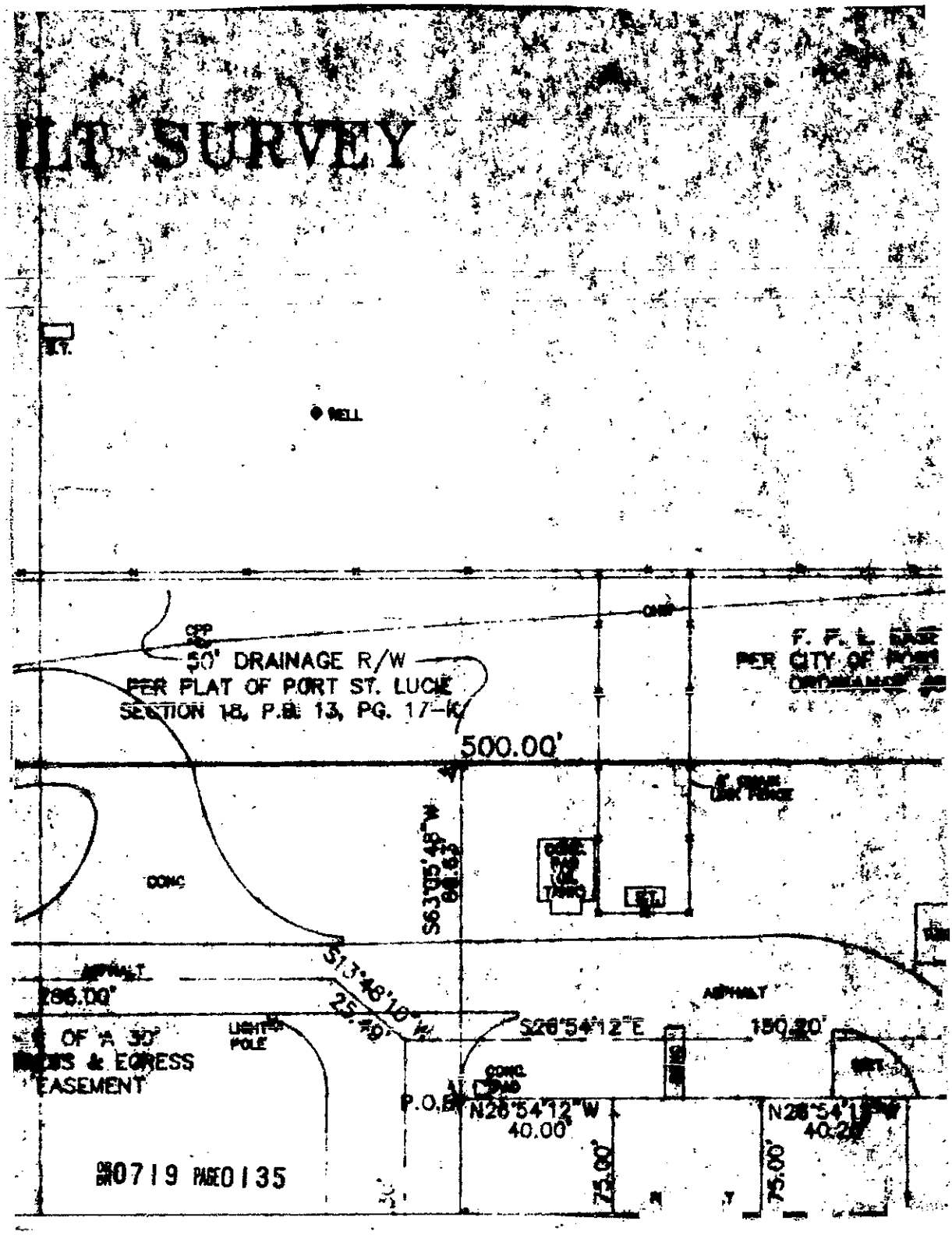
LEGAL DESCRIPTION – CORRUGATED METAL BUILDING:

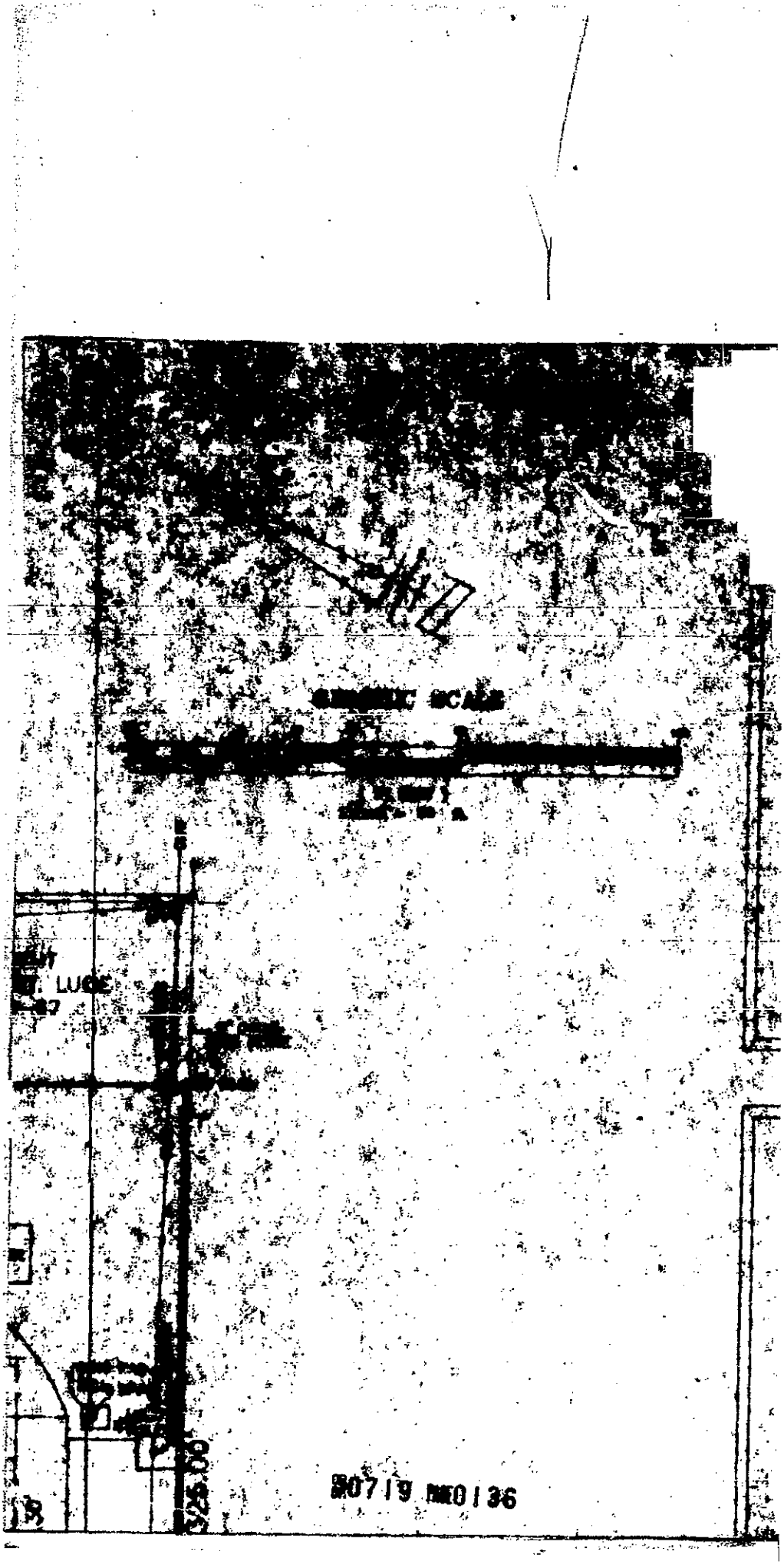
COMMENCING AT THE NORTHEAST CORNER OF TRACT 'O', PORT ST. LUCIE SECTION 18, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID TRACT 'O' S26°54'12"E, A DISTANCE OF 319.32 FEET; THENCE S63°05'48"W, A DISTANCE OF 89.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S63°05'48"W, A DISTANCE OF 120.30 FEET; THENCE S26°54'12"E, A DISTANCE OF 120.20 FEET; THENCE N63°05'48"E, A DISTANCE OF 120.30 FEET; THENCE N26°54'12"W, A DISTANCE OF 40.20 FEET; THENCE S63°05'48"W, A DISTANCE OF 75.00 FEET; THENCE N26°54'12"W, A DISTANCE OF 40.00 FEET; THENCE N63°05'48"E, A DISTANCE OF 75.00 FEET; THENCE N26°54'12"W, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

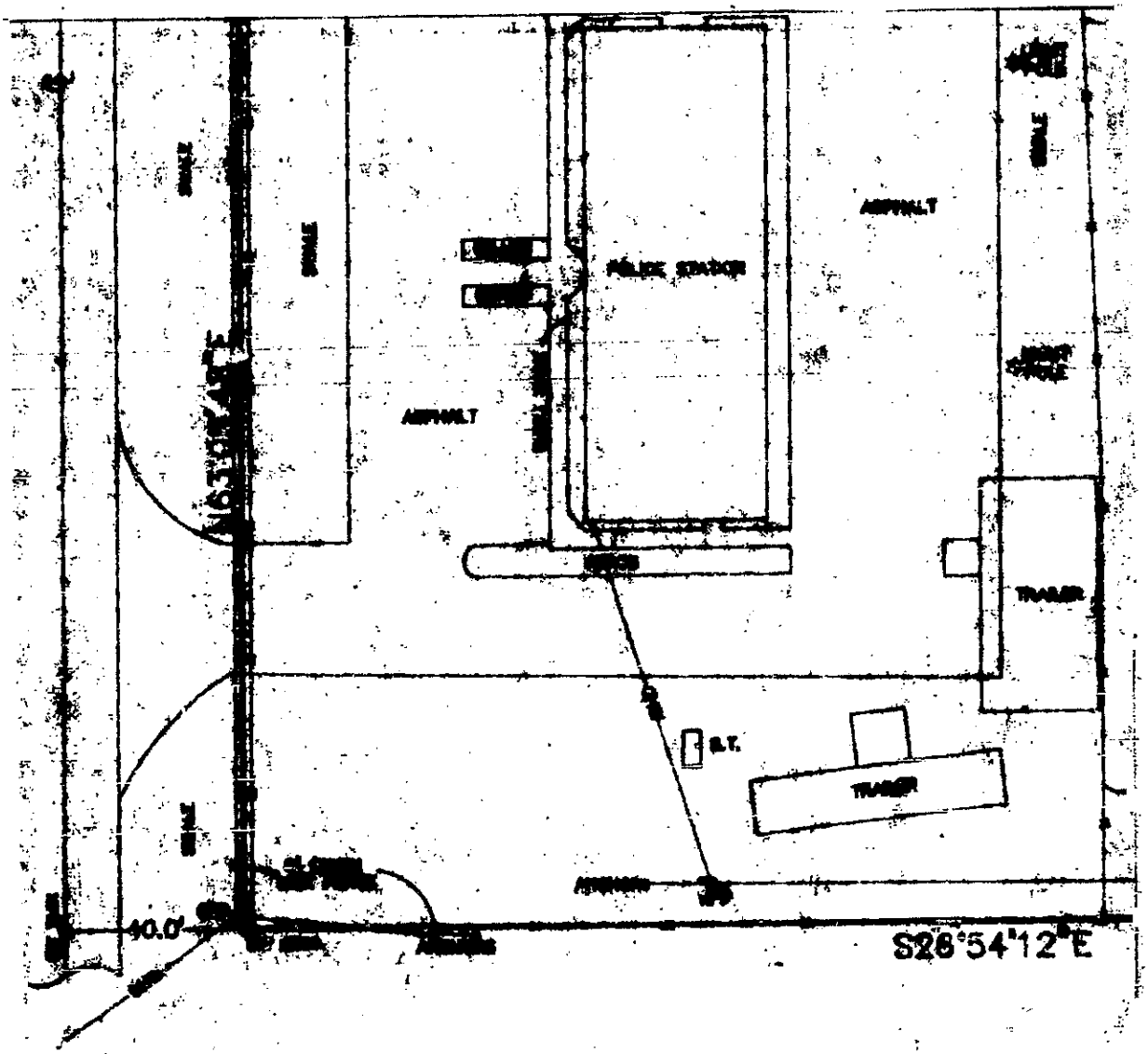
ORB 719 PG 0133


AS-BU
BAYSHORE BOULEVARD
P.O.B.
S26°54'12"E
319.32
325.00'
S26°54'12"E
OR 719 PAGE 134

ILC SURVEY


WELL
50' DRAINAGE R/W
PER PLAT OF PORT ST. LUCIE
SECTION 18, P.B. 13, PG. 17-K
500.00'
CONC.
ASPHALT
286.00'
OF "A" 30'
EASEMENT
LIGHT POLE
S26°54'12"E
150.20'
P.O.B.
N26°54'12"W
40.00
75.00'
OR BK 0719 PAGE 0135

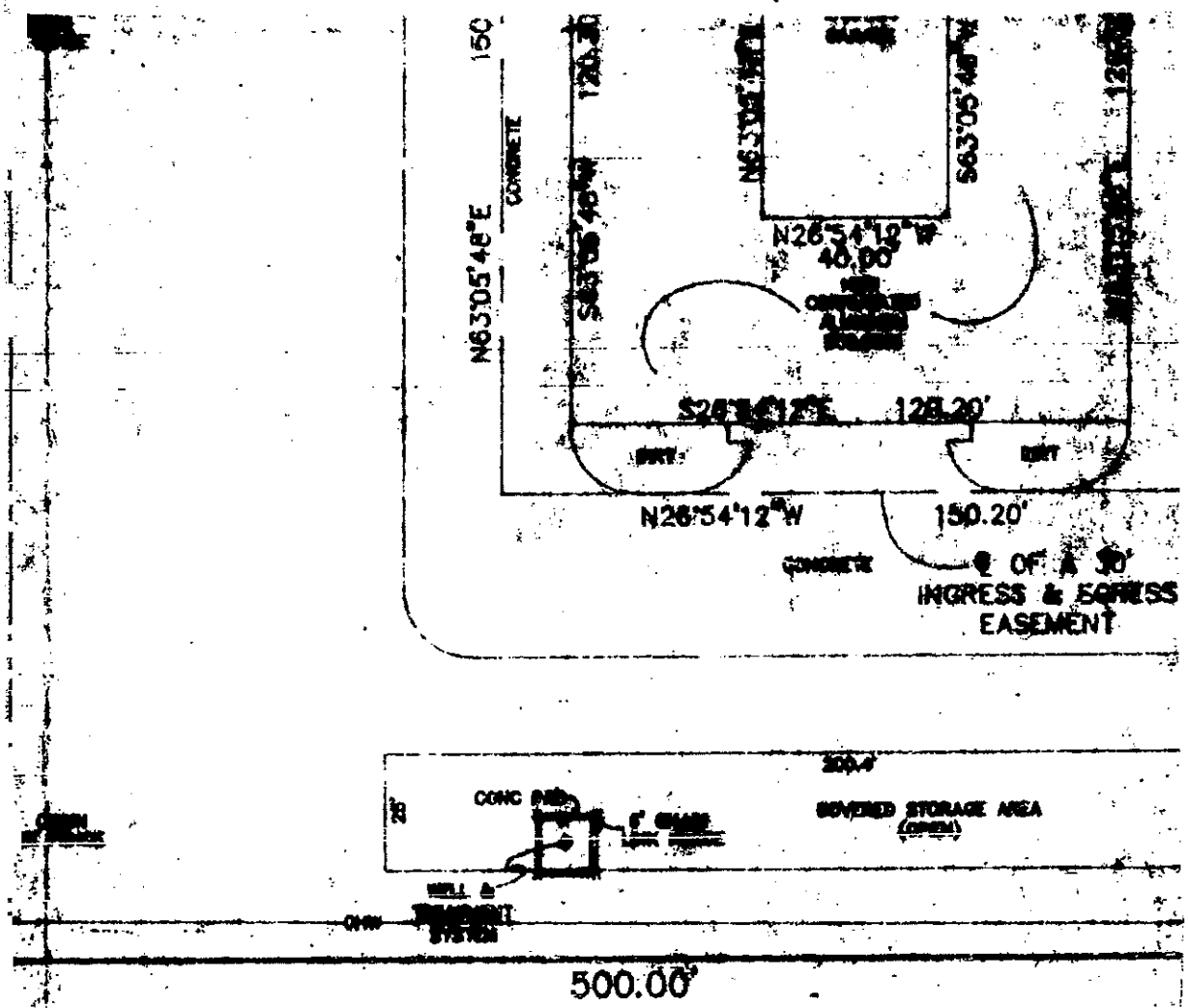

LUGE
807/9 RE0/36



SURVEY NOTES:

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]

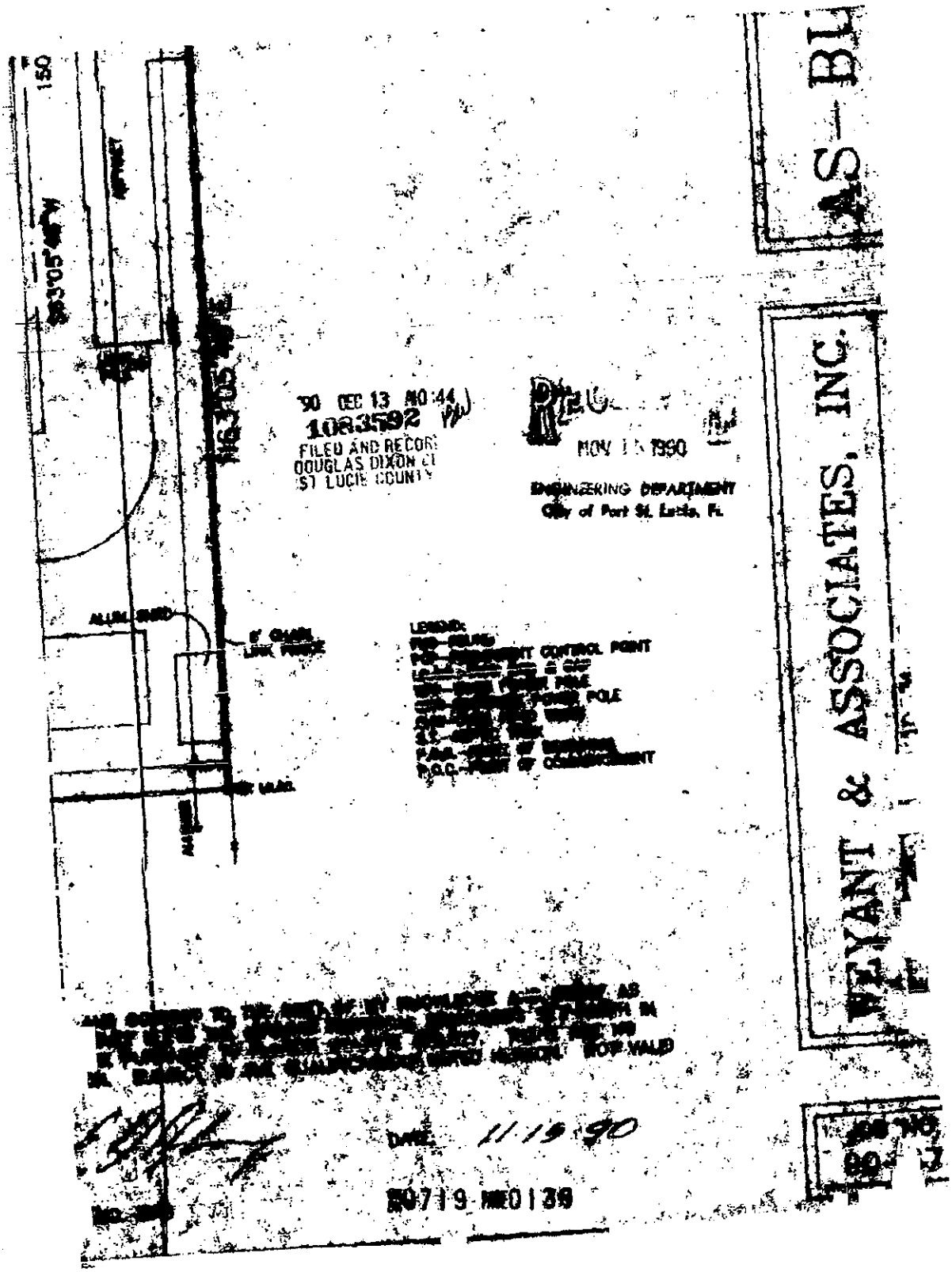
[illegible]



CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH OF SURVEY HEREON IS SURVEYED UNDER MY DIRECTION. I FURTHER CERTIFY THAT FIELD WORK WAS PERFORMED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES. UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

807 19 PAGE 138


'90 DEC 13 A10:44
1083792
FILED AND RECOR
DOUGLAS DIXON C
ST LUCIE COUNTY
NOV 1 5 1990
ENGINEERING DEPARTMENT
City of Port St. Lucie, FL
LEGEND:
POINT OF COMMENCEMENT
POINT OF BEGINNING
DATE: 11/15/90
90719 PG0139
BRYANT & ASSOCIATES, INC.

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1298405 OR BOOK 0880 PAGE 0140
Recorded: 01-13-94 11:20 A.M.

ST. LUCIE COUNTY UTILITIES DEPARTMENT

UNIFORM WATER AND SEWER EXTENSION AND SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 24th day of December 1993, by and between **CITY OF PORT ST. LUCIE**, a political subdivision of the State of Florida hereinafter referred to as "City", and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "Utility".

WHEREAS, City owns or controls lands located in St. Lucie County, Florida, and more fully described by legal description in Exhibit "A" and as shown on Exhibit "C", attached hereto and made a part hereof as if fully set out in this Agreement, and hereinafter referred to as the "Property" which is an existing Maintenance Facility; and,

WHEREAS, the City acknowledges that Utility has adopted by legally valid and binding resolutions a Uniform Extension Policy, Uniform Water and Sewer Service Policy, and Rates, Fees and Charges, as amended from time to time, which have the force of law; and govern the legal relationship between the City and Utility with respect to utility service provided to City's Property; and,

WHEREAS, the City understands that this contract for service in no way entitles the City to land densities which are greater than those allowed under the density provisions of the Comprehensive Plan of St. Lucie County, or to development rights as may otherwise be regulated by the Board of County Commissioners; and,

WHEREAS, the City has prepared project costs which have been certified by an engineer registered in the State of Florida for installation of the six (6") inch water main and the twelve inch (12") water main as shown on Exhibit "B1".

NOW THEREFORE, for and in consideration of these premises, City hereby covenants and agrees as follows:

1. Definitions. The definitions and references used in the Uniform Water and Sewer Service Policy and Uniform Extension Policy (District #1) shall be used for the purpose of interpreting the terms as used in this agreement and apply unless the context indicates a different meaning.

2. Payment. Upon execution of this Agreement, City shall not be responsible for the payment of guaranteed revenue fees in accordance with the St. Lucie County Uniform Extension Policy. Citt shall pay, in full, connection charges for all capacity reserved hereunder on the date of execution of this Agreement as provided in the Uniform Extension Policy. The payment schedule for City is set forth on Exhibit "B" to this Agreement.

11/18/93

94-28843

3. Equivalent Residential Connections Reserved. The parties agree that the capacity needed to provide service to the Properties is 3.0 equivalent residential connections (ERCs) for water service and 3.0 equivalent residential connections (ERCs) for sewer service.

4. On-Site Facilities. The City shall install two (2) Grinder Sewer Pumping Stations and the necessary appurtenances to connect to the existing County force main in the street right-of-way as shown on plans prepared by the City, being drawing No. 92-212, sheet 1 of 3, dated April, 1993. Said plans may be subject to revisions prior to final approval by Utility. These private sewer systems will be owned and maintained by the City.

5. Off-Site Facilities. The City shall provide, install, and dedicate to Utility all pipe, services, and appurtenances thereto in accordance with the Utility's standards and specifications as shown on Exhibit "D" and more particularly identified on plans drawn by Connelly & Wicker, Inc., being drawing No. 8807-4, dated February 1992, less and except gravity sewer system. Actual materials shall be as described on the final Bill-Of-Sale as prepared by the City and transmitted to the Utility for approval and acceptance in accordance with the Uniform Extension Policy. City will install approximately 115 linear feet of six (6") inch and 2,910 linear feet of twelve (12") inch water main.

a. The Utility hereby agrees to the installation of the 12" water line. The City, for consideration for oversizing the water main from 8" to 12" and shall be eligible for third party refunds as future connections are made to the water lines as shown on Exhibit "D". The Utility will collect from subsequent Developers who utilize such facilities and act as a transfer agent for return of such monies to the City. The differential cost of oversizing the water line is approximately $30,913.94 as shown on Exhibit "E". The breakdown for the remaining capacity available, is shown on Exhibit "F".

b. The City is to be reimbursed for any commercial ERC's based upon the number of ERC's as shown on Exhibit "F" and has requested that the residential ERC's be waived.

c. The term of the refund agreement shall be limited to seven (7) years after the date of execution of the Agreement.

6. Restrictive Covenant. City, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

a. Utility, or its successors, has the sole and exclusive right to provide all water and sewer facilities and services to the Property described in Exhibit "A" and to any property to which water and sewer service is actually rendered by Utility. All occupants of any residence or commercial improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall receive their water and sewer service from the aforesaid Utility and shall pay for the same in accordance with the rates, fees and charges adopted by Utility, the Uniform Water and Sewer Service Policy and the Uniform Extension Policy, for so long as the aforesaid Utility provides such services to the property; and, all occupants of any residence or commercial improvement erected or located on the property and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree, by occupying any premises on the Property, or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use water and sewer service from any source other than that provided by the Utility. However, there is excluded from this restriction, any water well or water source used solely and exclusively for the purpose of supplying water for air conditioning or irrigation on the Property.

b. Further, in order to give an additional and supplementary notice to all the future owners of any of the Property of the rights of Utility to provide the Property with water and sewer facilities and services and receive easements thereon, the City hereby covenants and agrees to have the above restrictive covenant included in the general subdivision restrictions and to place the same of record in the Public Records of St. Lucie County, Florida.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to City, shall be mailed or delivered to Developer at:

City Engineer
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

and if to the Utility at:

St. Lucie County Utilities Administrator
250 N.W. Country Club Drive
Port St. Lucie, FL 34986

St. Lucie County Administrator
2300 Virginia Ave. Annex
Fort Pierce, Florida 34982

St. Lucie County Attorney
2300 Virginia Ave. Annex
Fort Pierce, Florida 34982

MISCELLANEOUS PROVISIONS

8. Recordation of Agreement - Upon completion of execution of this Agreement by City and Utility, Utility shall, at City's expense, cause this Agreement to be recorded with the Clerk of Court of St. Lucie County.

9. Venue of any action to enforce the terms of this Agreement shall be in St. Lucie County if filed in state court and in the Southern District of Florida if filed in federal court.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto.

IN WITNESS WHEREOF, City and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

UTILITY:

ATTEST:

WITNESSES:

ST. LUCIE COUNTY, FLORIDA

By: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS

_____
COUNTY ATTORNEY

CITY:

WITNESSES:

By: Donald Cooper City Manager
Title:

FOR CITY:

STATE OF Florida

COUNTY OF St. Lucie

The forgoing instrument was acknowledged before me this 9th day of December, 1993, by Donald B Cooper.

Notary Public – State of

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN.23,1994
BONDED THRU GENERAL INS. UND.

City PSL Maint. Facility 5

94-28843

OR BOOK 0880 PAGE 0144

EXHIBIT "A"

LEGAL DESCRIPTION

CITY - MAINTENANCE FACILITY

TRACT O, PORT ST. LUCIE SECTION 18, AS RECORDED IN PLAT BOOK 13, PAGES 17 THRU 17K, ST. LUCIE COUNTY, FLORIDA.

OR BOOK 0880 PAGE 0145

EXHIBIT "B"

COMMERCIAL PAYMENT SCHEDULE
ST. LUCIE COUNTY UTILITIES-DISTRICT #1

PROJECT NAME: City of P.S.L. Maintenance Facility

WATER:	1) WATER PLANT CAPACITY CHARGE:	
	3.0 ERC's x $1,000.00	=$ 3,000.00
	BASIS: Maintenance facility well metered at 770 gpd/250 gpd (1 ERC) = 3.0 ERC's.	
	2) WATER LINE CHARGE:	
	3.0 ERC's X $200.00	=$ 600.00
	3) WATER METER CONNECTION CHARGE:	
	2 - 1" Meter x $200.00	=$ 400.00
TOTAL WATER CHARGES:		=$ 4,000.00
SEWER:	1) SEWER PLANT CHARGE:	
	3.0 ERC's x $1,300.00	=$ 3,900.00
	2) SEWER LINE CHARGE:	
	3.0 ERC's x $200.00	=$ 600.00
TOTAL SEWER CHARGES:		=$ 4,500.00
TOTAL WATER AND SEWER CHARGES:		=$ 8,500.00
WATER & SEWER SECURITY DEPOSIT: (Not Applicable)		
DOCUMENT RECORDING FEES: 12 pages ($6.00 first page and $4.50 for each additional page.)		=$ 55.50
INSPECTION FEES: (Per Uniform Extension Policy) (2% of Certified Construction Costs of $139,501.22)		=$ 2,790.02
TOTAL ALL CHARGES:		=$11,345.52

OR BOOK 0880 PAGE 0145

94-28843

EXHIBIT "B1"

Actual Construction Costs

Water and Sanitary Sewer Improvements
Thornhill Drive City Maintenance Yard

City of Port St. Lucie, Florida

I. Water System Improvements

A. Bayshore Boulevard & Thornhill

6-Inch PVC Water Mains	115 LF @ $7.12	$ 818.80
12-Inch PVC Water Mains	2,910 LF @ $15.25	44,377.50
6-Inch Gate Valves	2 @ $333.00	666.00
12-Inch Gate Valves	4 @ $786.00	3,144.00
Fire Hydrants	5 @ $1,750.00	8,750.00
Bore & Jack Under		
Port St. Lucie Blvd.	1 @ $19,000.00	19,000.00
Ductile Iron Fittings	3.13 Tons @ $3,988.00	12,482.44
1-Inch Double Services	76 LF @ $26.00	1,976.00
Blowoffs	7 @ $260.00	1,820.00
Remove & Replace Asphalt	236 LF @ $27.50	6,490.00
Remove & Replace Concrete Walks	75 @ $14.00	1,050.00
Seed & Mulch	4,000 LF @ $1.85	4,255.00
Sod		2,743.00
Mobilization		10,385.48
Jack & Bore Turnpike		9,443.00
Jack & Bore Bayshore		12,100.00
	Total, Water	$139,501.22

These figures represent actual quantities and costs for this job.

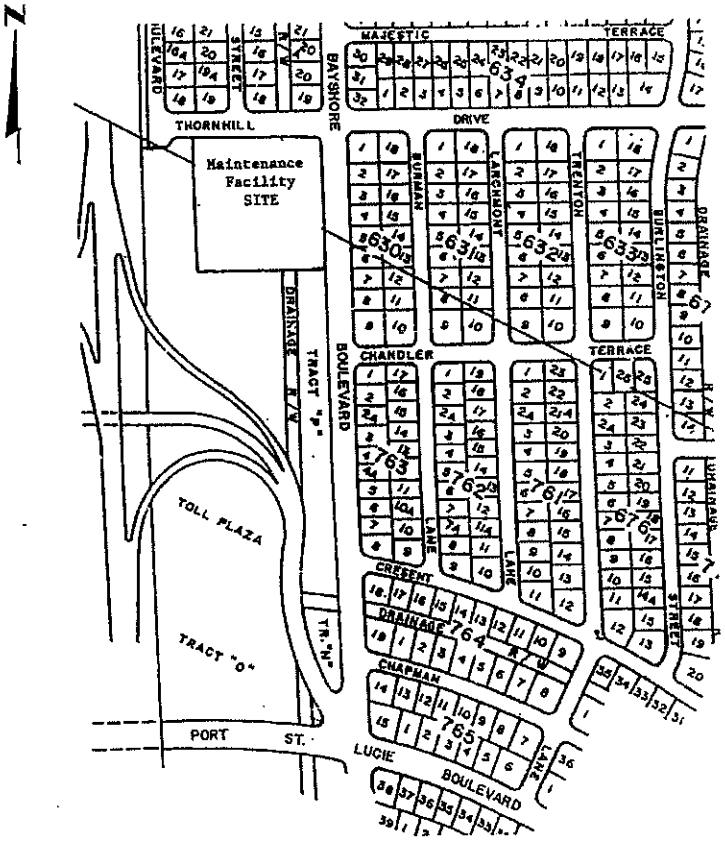
City PSL Maint. Facility 8

94-29843

OR BOOK 0880 PAGE 0147

EXHIBIT "C"

SITE AREA



City PSL Maint. Facility 9

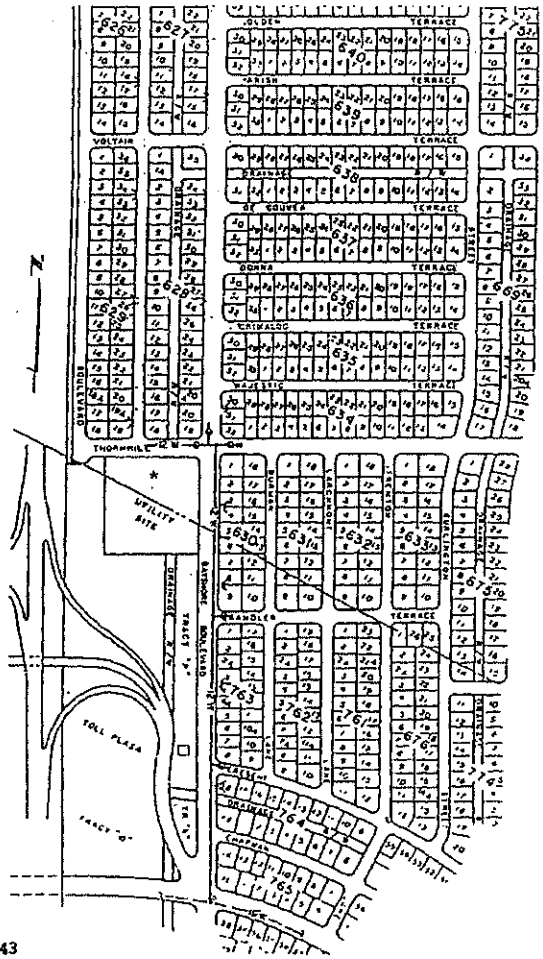
94-28843

[redacted]

OR BOOK 0880 PAGE 0148

EXHIBIT "D "

OFF-SITE



94-28843

City PSL Maint. Facility

10

OR BOOK 0880 PAGE 0149

EXHIBIT "E1"

ENGINEERING COST ESTIMATES FOR OVERSIZING

Water Main Oversizing
Bayshore Boulevard & Thornhill Drive
Construction Cost Estimate

1)	12-inch PVC Pipe	2910 L.F. @ $15.25	$44,377.50
2)	Ductile Iron Fittings	3.13 Tons @ $3,988.00	12,482.44
3)	12-inch Gate Valves	4 Each @ $786.00	3,144.00
4)	Bore & Jack Under Port St. Lucie Blvd. 24-inch ID	1 Each @ $19,000.00	19,000.00
			$79,003.94

1)	8-inch PVC Pipe	2910 L.F. @ $9.00	$26,190.00
2)	Ductile Iron Fitting	1.3 Tons @ $3,000.00	3,900.00
3)	8-inch Gate Valves	4 Each @ $500.00	2,000.00
4)	Bore & Jack Under Port St. Lucie Blvd. 16-inch ID	1 Each @ $16,000.00	16,000.00
			$48,090.00

Total Difference = $30,913.94

OR BOOK 0880 PAGE 0150

EXHIBIT "F"

REIMBURSEMENT CALCULATIONS

OR BOOK 0880 PAGE 0151

OVERSIZED FACILITIES:	Exhibit "E"	=$ 79,003.94
REQUIRED FACILITIES:	Exhibit "E"	=$ 48,090.00
		$ 30,913.94

WATER MAIN:

Oversize of 8" water line to 12" (Exhibit "E1")
Approximately 2,910 Linear feet. =$ 30,913.94

ERC BASIS:

FUTURE WATER CONNECTIONS:

ZONED RESIDENTIAL
(20 SINGLE FAMILY LOTS) 20.0 ERCs
Blocks 630, 634 & 763

ZONED GENERAL COMMERCIAL
2 LOTS, BLOCK 628 (Minimum 160 Front Footage) 1 Parcel
(20,000 sf x 20% = 4,000 sf x 0.1 gpd = 400 gpd/250 (1 ERC) = 1.6 ERCs

TOTAL = 21.6 ERCs

Refund amount = $ 30,913.94 =$ 1,431.20*
21.6 ERCs (Payback per ERC)

* In accordance with paragraph 5. b, the payback of $1,431.20 per ERC shall only apply to commercial connections.

Date: April 5, 1996
Prepared under the supervision of:
Diane G. LeRoy, Attorney
Florida Department of Transportation
Turnpike District
605 Suwannee Street
Tallahassee, Florida 32301

Return to:
City of Port St. Lucie
Legal Department (E)
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

WPI NO.: **0150467**
PARCEL NO.: **222**
COUNTY: **St. Lucie County**
OLD PARCEL NUMBER: Part of 100.1-R

QUITCLAIM DEED

THIS INDENTURE, made this 8th day of April 1996, by and between the STATE OF FLORIDA, by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as party of the First Part and the City of Port St. Lucie, a Florida Municipal Corporation, the Party of the Second Part.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Party of the First Part, by action of the District Secretary on May 1, 1995 pursuant to the provisions of Section 337.25, Florida Statutes has agreed to quitclaim the land hereinafter described to the Party of the Second Part;

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part for and in consideration of the premises and the sum of One Dollar and other valuable consideration to it paid by the Party of the Second Part, assigns forever, all right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described in Exhibit "A" attached hereto and made a part hereof except that the Party of the First Part hereby reserves for itself, its successors and assigns in perpetuity, an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said property described in Exhibit "A"and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same. In addition, that the party of the first part imposes the following restriction on the property herein conveyed which will run with the land in perpetuity and be binding on all successors in title: No commercial transmission or receiving devices which carry signals that could cause interference with the operations of the party of the first part may be placed or constructed on the property.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party of the Second Part.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances.

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1472693 OR BOOK 1014 PAGE 2490
Recorded: 05-14-96 03:53 P.M.

IN WITNESS WHEREOF, the State of Florida Department of Transportation caused these presents to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed, sealed and
delivered in our presence
as witnesses:

Print name: Brian Gochar

Print name: Pam Brantley

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
James L. Ely
District Secretary
Turnpike District

Attest: Linda B. Smith
Executive Secretary
Turnpike District

Legal review: _____
Print name: Bruce W. LeRoy

STATE OF FLORIDA
COUNTY OF

BEFORE ME, the undersigned authority, this day personally appeared, James L. Ely, District Secretary, Turnpike District, and Linda B. Smith, Executive Secretary, Turnpike District, of the State of Florida Department of Transportation, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposed therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 8th day of April, 1996.

(NOTARIAL SEAL)

Notary Public

CATHY V. GOODMAN
MY COMMISSION # CC 347670
EXPIRES: January 29, 1998
Bonded Thru Notary Public Underwriters

222 qrd

OR BOOK 1014 PAGE 2491

EXHIBIT "A"

Parcel No.: 222
Section No.: N/A
W.P.I. No.: 0150467
S.R. No.: 91
County: St. Lucie

PARCEL "O-1"

A portion of tract "O" of "Port St. Lucie Section 18" as recorded in plat book 13, pages 17 and 17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:

COMMENCING at the Northeast Corner of said tract "O", thence South 63°05'48" West along the North line of said tract "O" a distance of 325.00 feet to the **POINT OF BEGINNING** of this description; thence South 26°54'12" East a distance of 500.00 feet, thence South 63°05'48" West a distance of 105.00 feet, thence North 37°58'10" West a distance of 484.00 feet to the Northwest Corner of said tract "O", thence North 63°05'48" East along the North line of said tract "O" a distance of 87.90 feet to a point of non tangent curve; thence Northerly and Easterly along said North line and along the arc of said curve to the right (concave Southeasterly) having a radius of 25.00 feet, a central angle of 90°00'00" (chord bearing N18°05'48"E), an arc distance of 39.27 feet to the Point of Tangency, thence North 63°05'48" East along said North line a distance of 85.00 feet to the **POINT OF BEGINNING**.

Said lands situate in the City of Port St. Lucie, Florida; containing 1.711 acres more or less.

Parcel "O-2"

A portion of tract "O" of "Port St. Lucie Section 18" as recorded in plat book 13, pages 17 and 17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:

COMMENCING at the Northeast Corner of said tract "O", thence South 26°54'12" East along said East line of said tract "O" a distance of 500.00 feet to the **POINT OF BEGINNING** of this description; thence continue South 26°54'12" East along said East line a distance of 303.00 feet, thence North 81°43'58" West a distance of 526.03 feet, thence North 63°05' 48" East a distance of 430.00 feet to the **POINT OF BEGINNING.**

Said lands situate in the City of Port St. Lucie, Florida, containing 1.496 acres more or less.

Said parcels containing a total of 3.207 acres.

Reserving all rights of access, egress, ingress, light, air, and view between the above described property and State Road 91 (Florida's Turnpike).

This description derived from the right-of-way map of Sunshine State Parkway Section 6, St. Lucie County, Florida, State Contract No. 6.3.

Record and return to:
Weiss Serota Helfman
Pastoriza & Guedes, P.A.
2665 S. Bayshore Dr., # 420
M[illegible], FL 33133

BELLSOUTH MOBILITY, INC.
SITE LEASE AGREEMENT

Site ID: St. Lucie West -02
Site Address: 450 S.W. Thornhill Drive
Port St. Lucie, Florida 34984

---

1. Premises and Use. The City of Port St. Lucie, a Florida municipal corporation ("Owner"), leases to BellSouth Mobility Inc. ("BMI"), the Site described in Exhibit "B."

In location(s) ("Site") shown on Exhibit "A," together with a non-exclusive easement for reasonable access thereto and, in the discretion of BMI, source of electric telephone facilities. The Site will be used by BMI for the purpose of installing, removing, replacing, maintaining and operating, at its expense, a personal communication service system facility ("PCS"), including, without limitation, related antenna equipment and fixtures. BMI will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

Owner also hereby grants to BMI the right to survey said Property, and the legal description on said survey shall then become Exhibit "B," which shall be attached hereto and made a part hereof and shall control in the event of discrepancies between it and Exhibit "A." Owner grants BMI the right to take measurements, make calculations, and to note other structures, setbacks, uses, or other information as deemed by BMI to be relevant and pertinent, as such information relates to Owner's real property, leased or otherwise abutting or surrounding the Property. Cost for such survey work shall be borne by BMI. To the extent owner owns adjacent lands, Owner grants BMI the right to use adjoining and adjacent land as is required during construction, installation, maintenance, and operation of the Communication Facility.

2. Term. The term of this Agreement (the "Initial Term") shall commence on the date BMI signs this Agreement, or if BMI signs first, the date Owner signs this Agreement. The Initial Term shall be the period of time from that date to the 5th anniversary of the Rent Start Date. This Agreement will be automatically renewed for four (4) additional terms (each a "Renewal Term") of five (5) years each commencing on each five (5) year anniversary of the Rent Start Date, unless BMI provides Owner notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. After the first Renewal Term should BMI fail to reasonably cooperate with the City under the terms of this Agreement, the City is not obligated to automatically renew said Agreement. The City must give BMI written notice within ninety (90) days prior to expiration if this Agreement of its intent not to renew.

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number:1772984 OR BOOK 1269 PAGE 2522
Recorded: 12-22-99 12:55 P.M.

3. Rent.

4. Title and Quite Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that BMI is entitled access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as BMI is not in default beyond the expiration of any cure period. BMI's access to the Site "at all times" means: That BMI's access shall be seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five (365) days a year. BMI shall have full, total and complete access rights to the Site at any time, with or without notice, and Owner agrees to provide BMI, contemporaneous with the signing of this Agreement, such access information, cards or keys as may be necessary to grant access. Owner agrees that in most cases simply giving the phone number of a maintenance person is insufficient for BMI's purposes and a key, access card or other self-executing method for entry or access is required. Owner agrees and understands that access is a material inducement to BMI making, executing and delivering this Agreement and specifically agrees that should Owner fail, refuse or neglect to grant BMI access pursuant to the terms of this Agreement, it shall be deemed a material default of the PCS Site Agreement, and (e) that Owner shall not have unsupervised access to the PCS equipment.

5. Assignment/Subletting. BMI will not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, BMI may assign without Owner's prior written consent to any party controlling, controlled by or under common control with BMI or to any party which acquires substantially all of the assets of BMI. BMI may sublet the Site but shall remain fully liable to Owner under this Agreement.

6. Notices. All notices must be in writing and are effective when deposited in the U.S. Mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Owner: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
Attn.: City Manager
(561) 871-5163

OR BOOK 1269 PAGE 2523

BMI: BellSouth Mobility, Inc.
5201 Congress Avenue
Boca Raton, Florida 33487
Attn.: Network Real Estate Manager
(561) 995-3000

7. Improvements. BMI may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of a transmitter site for wireless voice and data communications. Owner agrees to cooperate with BMI with respect to obtaining any required zoning approvals for the Site and such improvements.

Upon termination or expiration of this Agreement, BMI may remove its equipment and improvements (excluding landscaping or plant life) and will restore the Site to the condition existing on the commencement of this Agreement, except for ordinary wear and tear. Upon request, Owner will waive or otherwise subordinate any lien rights it might have in order to facilitate BMI's financing of the said improvements and will execute such documents as may be reasonably necessary.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. BMI will substantially comply with all applicable laws relating to its possession and use of the Site, including, without limitation, posting requirements of the Federal Communications Commission.

9. Interference. BMI will remove technical interference problems with other equipment located at the Site as of the commencement date of this Agreement or any equipment that becomes attached to the Site at any future date when BMI desires to add additional equipment to the Site. Likewise, Owner will not permit the installation of any future equipment, upgrades or enhancements by others which results in technical interference problems with BMI's then existing equipment. Upon written notice to BMI, BMI shall be given a reasonable time to cure said interference.

As a condition of approval, any proposed tower or antennae shall not cause interference with the use of radio, television or telephone broadcasting and reception.

Interference as a result of any approved tower or antennae shall be considered a violation of the special exception approving the tower and may result in the revocation of the special exception. Such interference may further be considered a public nuisance and the City may order abatement of the same including, but not limited to, requiring removal of the tower.

OR BOOK 1269 PAGE 2524

10. Utilities. Owner represents that utilities adequate for BMI's use of the Site are available. BMI will pay for all utilities used by it at the Site. Owner will cooperate with BMI's efforts to obtain utilities from any location provided by Owner or the servicing utility.

11. Termination. BMI may terminate this Agreement at any time with written notice to Owner without further liability if BMI does not obtain all permits or other approvals (collectively "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership, or appropriately clear title to the Site or authority to enter into this Agreement, or if BMI determines that it will be unable to use the Site for its intended purpose. Upon termination, all prepaid rent shall be retained by Owner.

12. Default. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of written notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of written notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

13. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. BMI shall not introduce or use any such substance on the Site in violation of any applicable law.

14. Insurance.

BMI will provide a certificate of insurance upon execution of this lease Agreement naming the City of Port St. Lucie as an additional insured. The certificate of insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse change, cancellation or non-renewal of coverage thereunder. BMI will maintain in effect a policy or policies of insurance covering personal property located

on the leased property and BMI's improvements to the leased property paid for and installed by BMI providing protection against any peril included under insurance industry practice within the classification "fire and extended coverage."

15. Taxes. BMI shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Property. BMI shall reimburse the Owner as additional rent for any increases in real estate taxes levied against the Property which are directly attributable to the improvements constructed by BMI and are not separately levied or assessed against BMI's improvements by the taxing authority.

16. Removal. BMI upon termination of this Agreement, shall, within a reasonable period of time, remove its personal property and fixtures and restore the Property to its original above grade condition, reasonable wear and tear accepted. At Owner's option when this Agreement is terminated and upon Owner's advanced written notice to BMI, BMI will leave the foundation and security fence to become property of the Owner. If BMI remains on the Property after termination of this Agreement, BMI shall pay rent at the then existing monthly rate or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal of property and fixtures are completed.

(a) Obsolete and unused towers. Any obsolete or unused tower shall be removed after twelve (12) months of non-use. A removal bond or irrevocable letter of credit equal to the following shall be required prior to obtaining final site development permits.

1. Towers up to 150 feet in height = $15,000
2. Towers 151 to 200 feet in height = $20,000
3. Towers 201 to 300 feet in height = $25,000

Tower height shall be measured from the base of the structure.

17. Owner and BMI agree that this Lease Agreement will be forwarded for recording or filing in the appropriate office of St. Lucie County and Owner and BMI agree to take such actions as may be necessary to permit such recording or filing.

BMI, at BMI's option and expense, may obtain title insurance on the space leased herein. Owner, shall cooperate with BMI's efforts to obtain such title insurance policy by executing documents, or at BMI's expense, obtaining requested documentation as required by the title insurance company. If title is found to be defective, Owner shall use diligent effort to cure defects in title. At BMI's option, should the Owner fail to provide requested documentation within thirty (30) days of BMI's request, or fail to provide the Non-Disturbance instrument(s), BMI may withhold and accrue the monthly rental until such time as the requested document(s) are received, or if title is found to be defective and Owner has failed to cure the defects within a reasonable period, BMI may cancel this Agreement or cure the title defect at Owner's expense utilizing the withheld payments.

18. In connection with any litigation arising out of this Agreement, the prevailing party, whether Owner or BMI, shall be entitled to recover all reasonable costs incurred including reasonable attorneys' fees for services rendered in connection with any enforcement of breach of contract, including appellate proceedings and post judgment proceedings.

19. BMI shall design the tower and facility to allow for at least one other telecommunications provider. The availability of the tower shall be subject to the structural limitations as may be imposed by current or future regulations.

In the event interference is encountered, the proposed additional provider will exercise its best efforts to promptly and diligently resolve such problems immediately after notice by BMI. In the event that such efforts are unsuccessful, the proposed additional provider shall notify BMI in writing. BMI may at its option (1) attempt to resolve said interference problems at a cost approved and reimbursed by proposed additional provider, or (2) immediately have proposed additional provider cease and desist use of the tower and within thirty (30) days remove its antennas from BMI's tower. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules regulations of the Federal Communications Commission and/or interference of BMI's use, transmittal, or communications. Owner shall have the right to approve additional providers on the facility, said approval shall not be unreasonably withheld.

BMI shall allow the City of Port St. Lucie and/or St. Lucie County to co-locate its 800 MHZ System on this tower at no additional costs to the City and/or County. The City and/or County shall provide for the installation of the 800 MHZ system at its own cost. The City and/or County shall not cause interference with BMI's existing use of said tower.

20. Sale of Property. Should the Owner, at any time during the term of this Agreement, decide to sell all or any part of his real property which includes the parcel of property leased by BMI herein and/or the right-of-way thereto to a purchaser other than BMI, such sale shall be under and subject to this Agreement and BMI rights hereunder.

21. Casualty. If BMI's Communications Facility or improvements are damaged or destroyed by fire or other casualty, BMI shall not be required to repair or replace the Communications Facility or any of BMI's improvements made by BMI. BMI shall not be required to expend for repairs more than 50 percent (50%) of the replacement value of the Communications Facility or any improvements. Additionally, if completion of the repairs is not possible within one hundred twenty (120) days following the date of the damage or destruction. BMI may terminate this Agreement by giving written notice to Owner. Termination shall be effective immediately after such notice is given. Upon such termination, this Agreement shall become null and void and Owner and BMI shall have no other further obligations to each other, other than BMI's obligation to remove its property as hereinafter provided.

22. Inspections. Owner shall permit BMI or BMI's employees, agents and contractors free ingress and egress to the property by BMI or its employees, agents and contractors to conduct inspections (including Phase I and Phase II audits), radio frequency tests and such other tests, investigations and similar activities as BMI may deem necessary, at the sole cost of BMI. The scope, sequence and timing of the inspections shall be at the sole discretion of BMI; upon reasonable notification to Owner, the inspections may be commenced during normal business hours, for the duration of the Agreement. BMI and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the property and the Owner's surrounding property to conduct such tests, investigations and similar activities. BMI shall indemnify and hold Owner harmless against any loss of damage for personal injury or physical damage to the Property, Owner's surrounding property or the property of third parties resulting from any such tests, investigations and similar activities. Upon written request, BMI shall furnish to Owner copies of the environmental findings. Should BMI not exercise this option, BMI at his expense, shall restore the property to its original condition for any changes caused by said testing excluding normal wear and tear.

23. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement;

(b) this Agreement is governed by the laws of the State in which the Site is located; (c) this Agreement (including the exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (d) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to when it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

The following Exhibits are attached to and made a part of this Agreement: Exhibit "A" and Exhibit "B."

In witness whereof, the undersigned parties have executed this Agreement on the 18th day of August, 1998.

Witness

Witness

CITY OF PORT ST. LUCIE

By: Donald B. Cooper

Donald B. Cooper, City Manager
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
Tax No.: 59-6141662

The foregoing was sworn to and acknowledged before me this 18th day of August, 1998 by Donald B. Cooper, City Manager, who is personally known to me or who produced _____ as identification, and who did take an oath.

OFFICIAL NOTARY SEAL
DOLORES W LEOKO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION No. CC720662
MY COMM. EXP. APR. 5 2002

Notary Public, State of Florida

Printed Name of Notary Public
My Commission No.: _____
Expires: _____

BELLSOUTH MOBILITY, INC.

By: _____

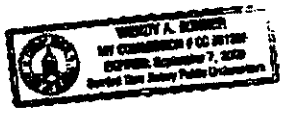
Witness MARC ZIELINSKI

Witness

5201 Congress Avenue
Boca Raton, Florida 33487
Tax No.: 59-1536270

The foregoing was sworn to and acknowledged before me this 12th day of July, 1999 by Dana Nocanes who is personally known to me or who produced _____ as identification, and who did take an oath.

Wendy A Bonner
Notary Public, State of Florida
Wendy A Bonner
Printed Name of Notary Public
My Commission No.: _____
Expires: _____

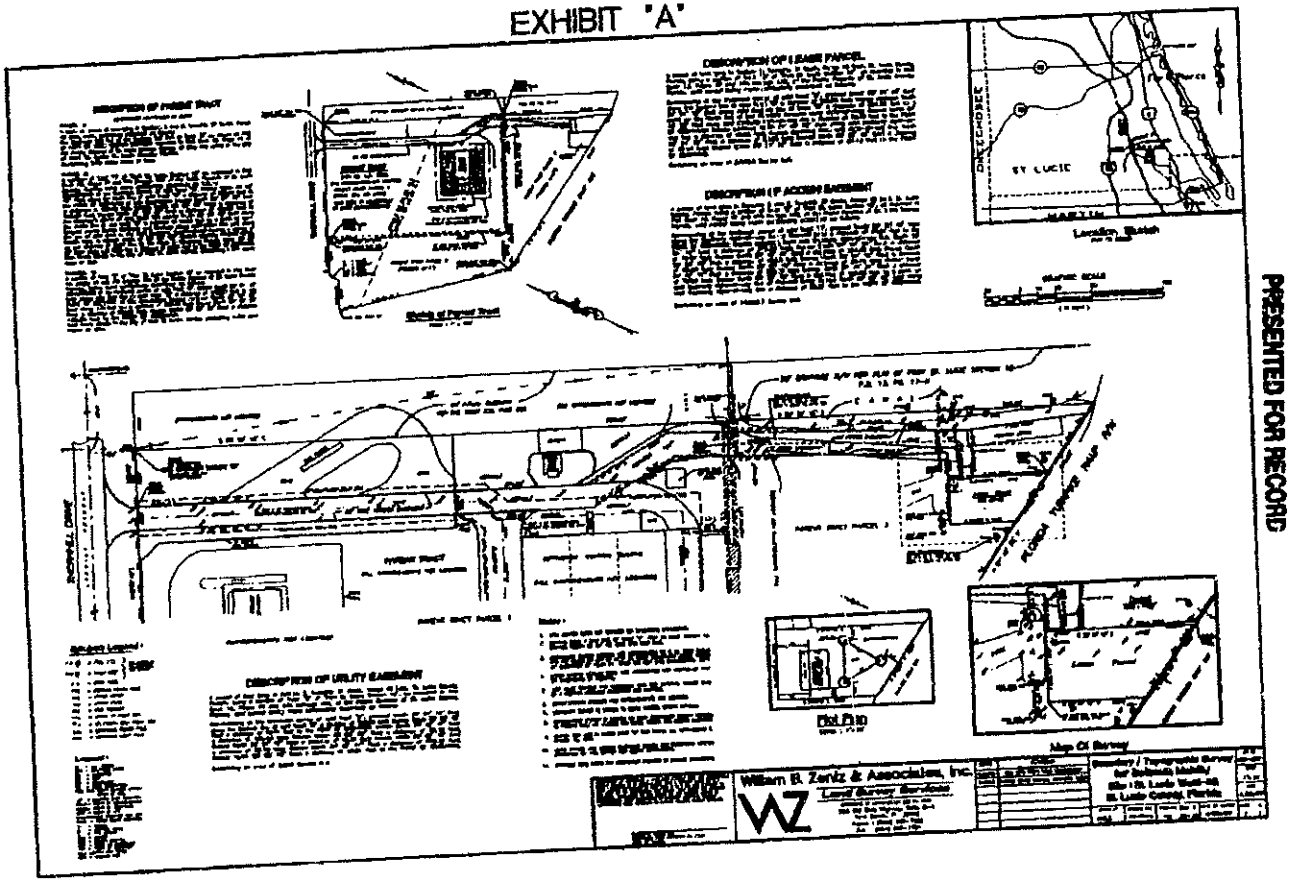


STATE OF FLORIDA
ST LUCIE COUNTY
CLERK OF CIRCUIT COURT

BY Patricia M. Hardee

DATE 12/10/99
(CITY SEAL)

EXHIBIT "A"



ILLEGIBLE WHEN PRESENTED FOR RECORD

OR BOOK 1269 PAGE 2531

EXHIBIT "B"

DESCRIPTION OF LEASE PARCEL

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence continue South 26° 54' 12" East along said Easterly line of Tract "O" a distance of 303.00 feet to a point on the North line of the Florida's Turnpike ramp right-of-way; thence North 81° 43' 58" West along said Northerly right-of-way line a distance of 70.10 feet to the POINT OF BEGINNING; thence continue North 81° 43' 58" West along said Northerly right-of-way line a distance of 48.92 feet; thence departing from said right-of-way line, North 26° 54' 12" West a distance of 55.95 feet; thence North 63° 05' 48" East a distance of 39.99 feet; thence South 26° 54' 12" East a distance of 64.13 feet to the POINT OF BEGINNING.

Containing an area of 2,800.8 Square feet.

DESCRIPTION OF ACCESS EASEMENT

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 63° 05' 48" West along the Southerly right-of-way line of Thornhill Drive a distance of 47.94 feet to the POINT OF BEGINNING; thence departing from said Southerly right-of-way line, South 26° 54' 12" East a distance of 375.26 feet; thence South 57° 14' 21" East a distance of 79.94 feet; thence South 24° 42' 41" East a distance of 254.43 feet; thence South 63° 05' 48" West a distance of 40.00 feet; thence North 26° 54' 12" West a distance of 20.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 229.35 feet; thence North 57° 14' 21" West a distance of 79.52 feet; thence North 26° 54' 12" West a distance of 380.68 feet to a point on said Southerly right-of-way line of Thornhill Drive; thence North 63° 05' 48" East along said Southerly right-of-way line a distance of 20.00 feet to the POINT OF BEGINNING.

Containing an area of 14,600.3 Square feet.

DESCRIPTION OF UTILITY EASEMENT

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence South 63° 05' 48" West a distance of 19.71 feet to the POINT OF BEGINNING; thence South 24° 42' 41" East a distance of 188.63 feet; thence South 63° 05' 48" West a distance of 30.38 feet; thence North 26° 54' 12" West a distance of 10.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 178.62 feet, thence North 63° 05' 48" East a distance of 10.01 feet to the POINT OF BEGINNING

Containing an area of 2,092 Square feet.

REVISED 7/7/98 - CHANGED LEASE . ADD UTIL. ESMT.

Bellsouth Mobility - St. Lucie West-02

William B. Zentz & Associates, Inc.
Land Survey Services
CERTIFICATE OF AUTHORIZATION (LB) No. 6640
953 Old Dixie Highway, Suite 8-4
Vero Beach, Fl 32960
Phone: (561) 567-7552
Fax (561) 567-1751

WILLIAM B. ZENTZ, PLS
REGISTERED LAND SURVEYOR No. 5276
STATE OF FLORIDA

JOB No. 100-022
DATE 6/2/98
SHEET 1 OF 2

OR BOOK 1269 PAGE 2532

TC ST LUCIE W

PREPARED BY AND UPON RECORDING MAIL TO:

Weil, Gotshal & Manges LLP
701 Brickell Avenue
Suite 2100
Miami, FL 33131
Attention: Barbara E. Overton, Esq.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1913238 OR BOOK 1392 PAGE 1399
Recorded:05/14/01 11:38

FIRST AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is made this 5th day of Dec., 2000, between **THE CITY OF PORT ST. LUCIE**, a Florida municipal corporation (**"Lessor"**), and **BELLSOUTH MOBILITY** LLC, a Georgia corporation (**"BellSouth"**).

WITNESSETH:

WHEREAS, Lessor and BellSouth are parties to a Site Lease Agreement dated August 18, 1998 (as supplemented by a letter agreement dated March 15, 2000, the **"Lease"**), the terms of which are incorporated herein by reference, whereby BellSouth leases certain real property located in the City of Port St. Lucie, St. Lucie County, State of Florida as such property is more particularly described in the Lease (the **"Property"**); and

WHEREAS, the parties wish to modify certain terms and conditions of the Lease as provided herein.

NOW THEREFORE, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the undersigned parties, intending to be bound, hereby agree as follows:

1. **Status Of Parties**. The parties each acknowledge that, to the best of its knowledge, the other party has complied in all material respects with the obligations under the Lease accruing on or prior to the date hereof and that, to the best of its knowledge, the other party is not in default under the terms of the Lease.

2. **Additional Property**. This Amendment is being executed to add an approximately twelve hundred square foot (1,200 sq. ft.) area to the Lease (the **"Additional Space"**). Exhibit "B" of the Lease describing the Property, and the access and utility easements, shall be and is hereby modified to be as set forth on the sketch attached hereto as Schedule "A" and incorporated herein by reference. Upon execution of this Amendment, Lessor grants to BellSouth and/or Crown (as defined in the March 15, 2000 letter agreement) the right to survey the Property (including the Additional Space), with such a survey replacing Schedule "A" of this Amendment

and being incorporated herein as Schedule "B" and in the Lease as Exhibit "B". Schedule "B" shall control in the event of discrepancies between Schedule "A" and Schedule "B".

3. **Approvals**. BellSouth and/or Crown shall use the Additional Space for the purpose of constructing, maintaining and operating a communication facility and uses incidental thereto. Lessor grants BellSouth and/or Crown the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance and operation of the communication facility on the Additional Space. Lessor agrees to cooperate with BellSouth and/or Crown with respect to obtaining any required zoning approval for the Additional Space and such improvements.

4. **Revenue Sharing**. The parties acknowledge that pursuant to Paragraph 19 of the Lease, Lessor is entitled to 50% of all rental revenues received from any co-locator; provided, however, that BellSouth and/or Crown shall be entitled to recoup from any co-locator, a pro rata share of the capital cost of constructing the tower. This capital contribution shall not be shared by Lessor. Lessor further acknowledges that it will not be entitled to share in or receive any portion of any sublease payment or other consideration paid by Crown to BellSouth.

5. **Capitalized Terms**. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease.

6. **No Other Amendments**. Except as expressly modifed by this Amendment, the Lease remains unchanged and in full force and effect.

7. **Recordation.** At the request of either party, a memorandum of this Amendment, or an amendment to any previously recorded memorandum or short form of lease, shall be executed by the parties and recorded in the proper recording office.

(Remainder of page intentionally left blank.)

OR BOOK 1392 PAGE 1400

IN WITNESS WHEREOF, the undersigned have executed this Amendment the day and year first above written.

Witnesses:

Print Name: D. CLAY-DAVID

Print Name: Darlene Council

BELLSOUTH:

BELLSOUTH MOBILITY LLC
a Georgia LLC
By: ANSWER WIRELESS LLC, ITS SOLE MEMBER

By: _____
Name: Stephen A. Brake
Title: Executive Director

LESSOR:

THE CITY OF PORT ST. LUCIE,
a Florida municipal corporation

By: _____
Name: Donald B Cooper
Title: City Manager

Print Name: Dolores DiCarlo

Print Name: Francis M Jansen

OR BOOK 1392 PAGE 1401

STATE OF GEORGIA :

: ss

COUNTY OF FULTON :

The foregoing instrument was acknowledged before me this 4th day of December, 2000, by Stephen A. Brase as Executive Director of BellSouth Mobility LLC a Georgia LLC on behalf of said ~~corporation~~. He/~~She~~ is personally known to me ~~or has produced _____ as identification~~.

Melodie M. Hooker

Signature of Notary Public

Gwinnett County

MELODIE M. HOOKER

Printed Name of Notary Public

My Commission Expires: 02/25/2003 [Seal]

OR BOOK 1392 PAGE 1402

STATE OF FLORIDA :

: ss

COUNTY OF MIAMI-DADE :

The foregoing instrument was acknowledged before me this 18th day of December, 2000, by David B Cooper as City Manager of The City of Port St. Lucie, a Florida municipal corporation, on behalf of said corporation. He/She is personally known to me or has produced _____ as identification.

Signature of [illegible]

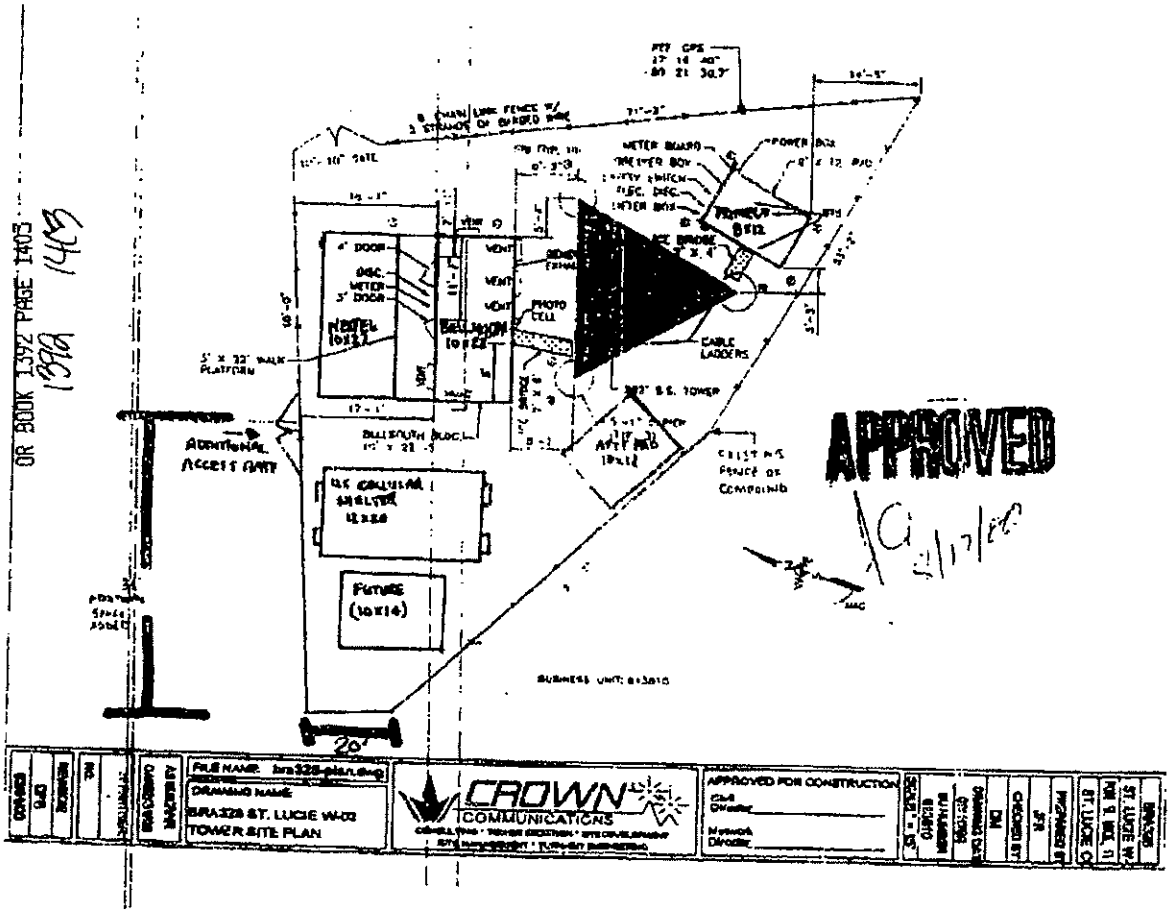
NOTARY PUBLIC [illegible]

Printed Name of [illegible]

My Commission Expires: [Seal]

SCHEDULE "A"

[ATTACH ROUGH SKETCH]
(Including Right of Way)



SCHEDULE "B"

LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION OF ACCESS EASEMENT

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 63° 05' 48" West along the Southerly right-of-way line of Thornhill Drive a distance of 47.94 feet to the POINT OF BEGINNING; thence departing from said Southerly right-of-way line, South 26° 54' 12" East a distance of 375.26 feet; thence South 57° 14' 21" East a distance of 79.94 feet; thence South 24° 42' 41" East a distance of 254.43 feet; thence South 63° 05' 48" West a distance of 40.00 feet; thence North 26° 54' 12" West a distance of 20.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 229.35 feet; thence North 57° 14' 21" West a distance of 79.52 feet; thence North 26° 54' 12" West a distance of 380.68 feet to a point on said Southerly right-of-way line of Thornhill Drive; thence North 63° 05' 48" East along said Southerly right-of-way line a distance of 20.00 feet to the POINT OF BEGINNING.

Containing an area of 14,600.3 Square feet.

DESCRIPTION OF UTILITY EASEMENT

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence South 63° 05' 48" West a distance of 19.71 feet to the POINT OF BEGINNING; thence South 24° 42' 41" East a distance of 188.83 feet; thence South 63° 05' 48" West a distance of 30.38 feet; thence North 26° 54' 12" West a distance of 10.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 178.82 feet; thence North 63° 05' 48" East a distance of 10.01 feet to the POINT OF BEGINNING.

Containing an area of 2,092 Square feet.

DESCRIPTION OF CROWN LEASE PARCEL

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence continue South 26° 54' 12" East along said Easterly line of Tract "O" a distance of 303.00 feet to a point on the North line of the Florida's Turnpike ramp right-of-way; thence North 81° 43' 58" West along said Northerly right-of-way line a distance of 119.02 feet to the POINT OF BEGINNING; thence continue North 81° 43' 58" West along said Northerly right-of-way line a distance of 42.82 feet; thence departing from said right-of-way line, North 26° 54' 12" West a distance of 31.29 feet; thence North 63° 05' 48" East a distance of 35.00 feet; thence South 26° 54' 12" East a distance of 55.95 feet to the POINT OF BEGINNING.

Containing an area of 1,527 Square feet.

Market South Florida
Site No FL3580A
Site Name Thorn Hill

BML- St. Lucie W
JOHN FOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1963236 OR BOOK 1441 PAGE 1297
Recorded:10/04/01 14:46

PREPARED BY:

Paula Hickman, Senior Attorney
Nextel South Corp.
2500 Maitland Center Parkway, Suite 300
Maitland, FL 32751

RETURN TO:

Nextel Communications
851 Trafalgar Court, Suite 300E
Maitland, FL 32751
Attn: Property Manager

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 19th day of August, 2000, by and between Crown Castle South Inc., a Delaware corporation, with an office at 375 Southpointe Boulevard, Canonsburg, PA 15317, (hereinafter referred to as "Lessor") and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications with an office at 851 Trafalgar Court, Suite 300E, Maitland, FL 32751 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Site Lease ("Agreement") on the 18th day of August for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The term of the Agreement is for five (5) years commencing on October 1, 2000 ("Commencement Date"), and terminating on the fifth (5th) anniversary of the Commencement Date with four (4) successive five (5) year options to renew.

3. The Site which is the subject of the Agreement located in St. Lucie County, Florida and is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

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

LESSOR:

Signed, sealed and delivered in the presence of:

Witness
Print Name: Judith J. Ferrara

Witness
Print Name Ross Labarta

CROWN CASTLE SOUTH INC., a Delaware corporation

By: _____

Print Name: Mark Van Dyke

Title: Vice President - Florida Region

LESSEE:

Signed, sealed and delivered in the presence of:

Witness
Print Name: Rachel Freeman

Witness
Print Name: Tanya Jackson

NEXTEL SOUTH CORP., a Georgia corporation, d/b/a Nextel Communications

By: _____

Print Name: John Cafaro

Title: Vice President

Market: South Florida
Site No.: FL3580A
Site Name: Thorn Hill

BMI – St. Lucie W
JDE Business Unit: 813810

OR BOOK 1441 PAGE 1298

STATE OF FLORIDA

COUNTY OF Palm Beach

On Aug 18, 2000, before me, Sandra K Hall, Notary Public, personally appeared Mark Van Dyke as Vice President – Florida Region of Crown Castle South Inc., a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sandra K Hall (SEAL)

Notary Public

My commission expires: _____

SANDRA K. HALL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION # CC 646554
EXPIRES MAY 12, 2001
BONDED THRU
ATLANTIC BONDING CO., INC

STATE OF Georgia

COUNTY OF Gwinnett

On August 8, 2000, before me, Madeleine Thompson, Notary Public, personally appeared John Cafaro, as Vice President of Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Madeleine Thompson (SEAL)

Notary Public

My commission expires: _____

MAELFCHEIA THOMPSON
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MAY 23 2004

Market: South Florida
Site No.: FL3580A
Site Name: Thorn Hill

BMI – St Lucie W
JDE Business Unit 813810

EXHIBIT A

DESCRIPTION OF LAND

to the Memorandum of Agreement dated 8/18, 2000, by and between Crown Castle South Inc., a Delaware corporation, as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:

DESCRIPTION OF LEASE PARCEL

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence continue South 26° 54' 12" East along said Easterly line of Tract "O" a distance of 303.00 feet to a point on the North line of the Florida's Turnpike ramp right-of-way; thence North 81° 43' 58" West along said Northerly right-of-way line a distance of 70.10 feet to the POINT OF BEGINNING; thence continue North 81° 43' 58" West along said Northerly right-of-way line a distance of 48.92 feet; thence departing from said right-of-way line, North 26° 54' 12" West a distance of 55.95 feet; thence North 63° 05' 48" East a distance of 39.99 feet; thence South 26° 54' 12" East a distance of 84.13 feet to the POINT OF BEGINNING.

Containing an area of 2,800.6 Square feet.

DESCRIPTION OF ACCESS EASEMENT

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 63° 05' 48" West along the Southerly right-of-way line of Thornhill Drive a distance of 47.94 feet to the POINT OF BEGINNING; thence departing from said Southerly right-of-way line, South 26° 54' 12" East a distance of 375.26 feet; thence South 57° 14' 21" East a distance of 79.94 feet; thence South 24° 42' 41" East a distance of 254.43 feet; thence South 63° 05' 48" West a distance of 40.00 feet; thence North 26° 54' 12" West a distance of 20.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 229.35 feet; thence North 57° 14' 21" West a distance of 79.52 feet; thence North 26° 54' 12" West a distance of 380.68 feet to a point on said Southerly right-of-way line of Thornhill Drive; thence North 63° 05' 48" East along said Southerly right-of-way line a distance of 20.00 feet to the POINT OF BEGINNING.

Containing an area of 14,600.3 Square feet.

DESCRIPTION OF UTILITY EASEMENT

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence South 63° 05' 48" West a distance of 19.71 feet to the POINT OF BEGINNING; thence South 24° 42' 41" East a distance of 188.63 feet; thence South 63° 05' 48" West a distance of 30.38 feet; thence North 26° 54' 12" West a distance of 10.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 178.82 feet; thence North 63° 05' 48" East a distance of 10.01 feet to the POINT OF BEGINNING.

Containing an area of 2,092 Square feet.

and otherwise known as

A.P.N. or P.I.N. or Real Property Tax I.D. #

OR BOOK 1441 PAGE 1299

Market: South Florida
Site No.: FL3580A
Site Name: Thorn Hill

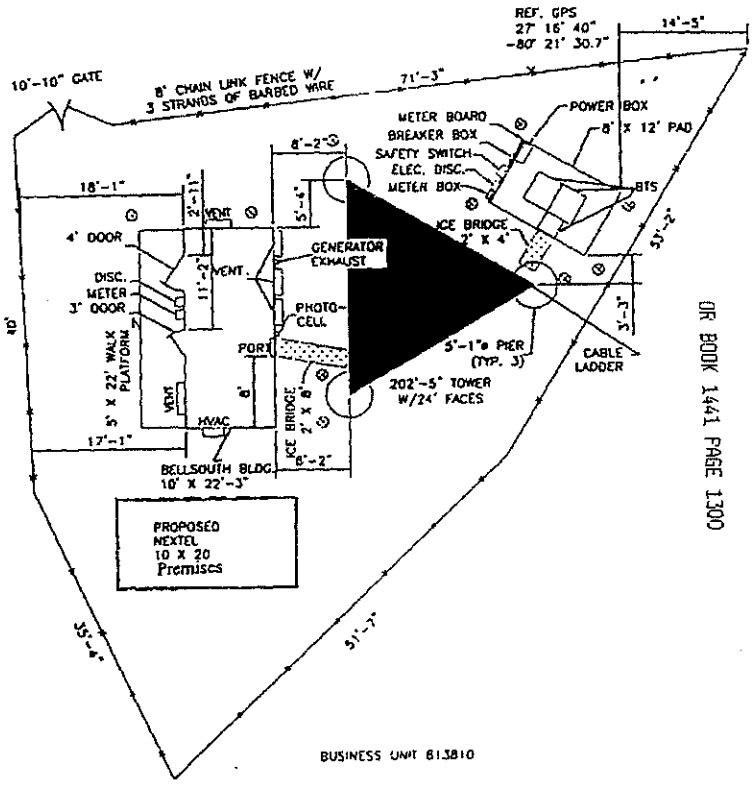
BMI - St. Lucie W
IDE Business Unit. 813810

EXHIBIT B

DESCRIPTION OF PREMISES

to the Memorandum of Agreement dated 8/18, 2000 by and between Crown Castle South Inc., a Delaware corporation, as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:



OR BOOK 1441 PAGE 1300

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2077057 OR BOOK 1565 PAGE 388
Recorded:08/09/02 13:44

well, Gothal - E

This instrument prepared by and after recording, please return to:
Philip M. van Aelstyn, Esq.
Downs Rachlin & Martin PLLC
90 Prospect Street
P. O. Box 99
St. Johnsbury, VT 05819-0099
Phone: (802) 748-8324
Fax: (802) 748-4394

Indexing Cross Reference:
See Exhibit A

STATE OF FLORIDA)
)
COUNTY OF ST. LUCIE)

SITE DESIGNATION SUPPLEMENT AND MEMORANDUM OF SUBLEASE

THIS SITE DESIGNATION SUPPLEMENT AND MEMORANDUM OF SUBLEASE (the **"Supplement"**), made effective as of the Site Commencement Date (as defined below), by and between **BELLSOUTH MOBILITY INC**, a Georgia corporation, with a principal address at 5201 Congress Avenue, Boca Raton, Florida 33487 (**"Transferring Entity"**), and **CROWN CASTLE SOUTH INC.**, a Delaware corporation, with a principal address at c/o Crown Communication Inc., 375 Southpointe Boulevard, Canonsburg, Pennsylvania 15317, Attention: Real Estate Department (**"TowerCo"**).

WITNESSETH:

WHEREAS, reference is hereby made to that certain Sublease dated June 1, 1999 (the **"Sublease"**), by and among Transferring Entity, the other transferring entities named therein, Crown Castle International Corp., a Delaware corporation, and TowerCo;

Site Name: St. Lucie West - 02, FL
Site Number: BRA328
Leased Site

ATL1/801 869723 1

WHEREAS, the parties desire that the terms and conditions of the Sublease shall govern the relationship of the parties under this Supplement, and each party executing this Supplement that is not an original party to the Sublease hereby ratifies and agrees to be bound by and perform the obligations applicable to such party as set forth in the Sublease and this Supplement; and

WHEREAS, pursuant to that certain lease between the City of Port St. Lucie (the **"Ground Lessor"**) and Transferring Entity, dated August 18, 1998 (as may have been amended, the **"Ground Lease"**), the recorded copy or memorandum of which is referred to in **Exhibit A**, Transferring Entity is the lessee of that certain real property described therein, and the owner of certain improvements located thereon as more particularly described on **Exhibits B, C** and **D** attached hereto and incorporated herein by reference (the **"Site"**);

NOW, THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. **Sublease and Defined Terms**. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Sublease. The parties agree that, except as otherwise set forth herein, the terms and conditions of the Sublease shall govern the relationship of the parties under this Supplement and the Sublease is incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the Sublease and this Supplement, the terms of the Sublease shall govern and control, except as expressly set forth herein.

2. **Demise**. Pursuant to the Sublease, Transferring Entity hereby subleases to TowerCo, and TowerCo hereby subleases from Transferring Entity, the Subleased Property of the Site.

3. **Reserved Space**. TowerCo hereby expressly acknowledges that, in accordance with the Sublease, the Subleased Property does not include, and the Transferring Entity has reserved and excepted from the Sublease pursuant to this Supplement, the Reserved Space as shown on **Exhibits B, C** and **D** attached hereto and incorporated herein by this reference. Notwithstanding any errors or imprecisions in the descriptions and depictions set forth on **Exhibits B, C** and **D** attached hereto and incorporated herein by this reference, TowerCo further expressly acknowledges that the Reserved Space includes, without limitation, all portions of the Site utilized or occupied by the Transferring Entity or any other BMI Affiliate as of the date of this Supplement for the use, enjoyment, operation or maintenance of its Communications Facility. TowerCo further expressly acknowledges that, in accordance with the Sublease, the Reserved Space includes, without limitation: (i) the Transferring Entity's Improvements set forth in **Exhibit E** attached hereto; (ii) the nonexclusive rights of ingress to and egress from the entire Site, and access to the entire Tower and all Improvements (including any and all easements), at such times (on a 24-hour, seven (7) day per week basis), to such extent, and in such means and manner (on foot or by motor vehicle) as the Transferring Entity deems necessary or desirable for its full use and enjoyment of the Reserved Space; (iii) the right to use any portion of the Subleased Property, including the Land and Improvements thereof, for purposes of temporary location and storage of any equipment (including Communications Equipment) and any part

thereof in connection with performing any repairs or replacements of the Improvements; and (iv) any and all rights pursuant to **Sections 5(c)** and **25** of the Sublease and all appurtenant rights reasonably inferable to permit the Transferring Entity's full use and enjoyment of the Reserved Space, including without limitation, the appurtenances specifically described in **Section 5** of the Sublease. For purposes of **Section 25** of the Sublease, the weights and sail area of the panel antennas comprising a portion of Transferring Entity's Tower-mounted Communications Equipment is set forth on **Exhibit F**.

4. **Term/Site Commencement Date**. The Term of the Sublease as to the Subleased Property of the Site pursuant to this Supplement shall commence effective as of April 1, 2000 (the **"Site Commencement Date"**) and shall terminate on the date which is one day before the Ground Lease expires in accordance with its terms (including any extensions or renewals thereof), unless terminated earlier in accordance with the terms of the Sublease.

5. **Rent**. TowerCo shall pay to BMI the Site Payment calculated in accordance with **Section 11** of the Sublease.

6. **Notice**. All notices hereunder shall be deemed validly given if given in accordance with the Sublease.

7. **Governing Law**. Notwithstanding the terms of the Sublease, this Supplement shall be governed by and construed in accordance with the laws of the State in which the Subleased Property is located.

8. **Modifications**. This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties in the same manner in which the Sublease was executed.

9. **Counterparts**. This Supplement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date, as defined above.

Printed Name: Michael Hart
Witness

Printed Name: Ralph H. Harrison
Witness

BELLSOUTH MOBILITY INC

By:_____
Stephen A. Brake
Assistant Vice President

Address:

1100 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309

STATE OF GEORGIA)
)
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this 19 day of April, 2000, by Stephen A. Brake, Assistant Vice President of BellSouth Mobility Inc, a Georgia corporation, on behalf of the corporation. He is personally known to me or has produced a Georgia Driver's License as identification.

Freddy Vaughan, Notary Public

My Commission Expires:_____

[NOTARIAL SEAL]

NOTARY PUBLIC
FREDDY VAUGHAN
CLAYTON COUNTY, GA
Exp. Jan. 27, 2004

Site Name: St. Lucie West - 02, FL
Site Number: BRA328
Leased Site

ATLLIB01 849773 1

IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date, as defined above.

Printed Name: Michael Hart
Witness

Printed Name: Ralph H. Harrison
Witness

CROWN CASTLE SOUTH INC.

By: _____
Holly Ernst Groschner
Vice President/Assistant Secretary

Address:
375 Southpointe Boulevard
Canonsburg, Pennsylvania 15317

STATE OF GEORGIA)
)
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this 19 day of April, 2000, by Holly Ernst Groschner, Vice President/Assistant Secretary of Crown Castle South Inc., a Delaware corporation, on behalf of the corporation. She is personally known to me or has produced a Pennsylvania Driver's License as identification.

Taddy Vaughan, Notary Public

My Commission Expires:_____

[NOTARIAL SEAL]

TADDY VAUGHAN NOTARY PUBLIC Exp. Jan. 27, 2004 CLAYTON COUNTY, GA

Site Name: St. Lucie West - 02, FL
Site Number: BRA328
Leased Site

ATL1|801 869773 1

Exhibit A - Leased

Site Name:	St. Lucie West-02
Site Number:	BRA328
County:	St. Lucie
Original Ground Lessor:	City of Port St. Lucie
Original Ground Lessee:	BellSouth Mobility Inc
Execution Date of Original Ground Lease Agreement:	8/18/1998

Recording Information for Original Ground Lease Agreement or Memorandum Thereof

Registry:	St. Lucie
Book:	1392
Page:	1399

EXHIBIT B

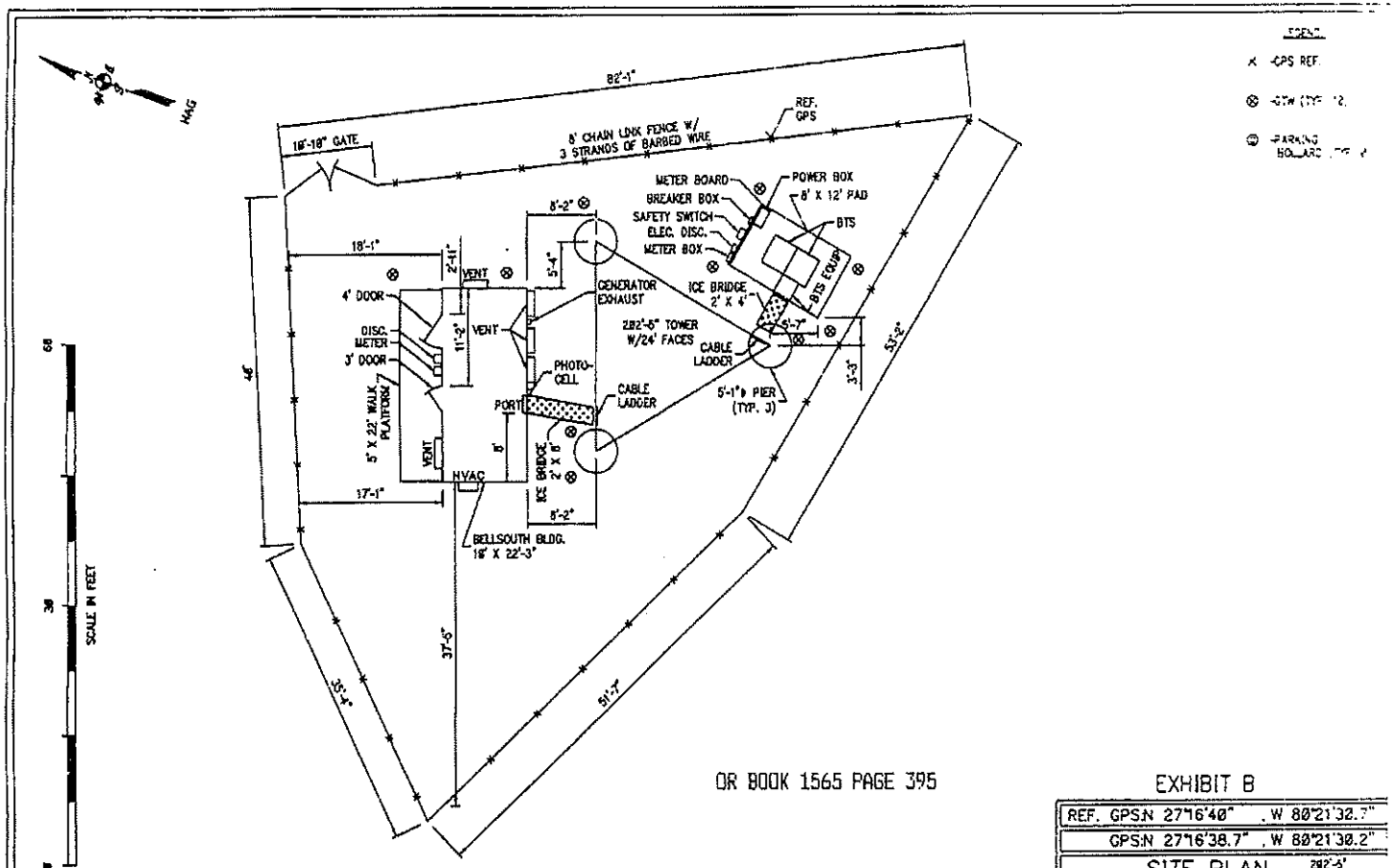
SITE PLAN

See attached "as built" site plan showing the portion of the Site that is part of the Reserved Space.

Site Name: St. Lucie West - 02, FL
Site Number: BRA328
Leased Site

FINAL

Accepted and Approved by Crown and BellSouth



OR BOOK 1565 PAGE 395

NOTE:

1. SEE EXHIBIT A FOR LEGAL DESCRIPTION
2. COMPOUND LAYOUT IS ACCURATE AS OF 8/31/99

EXHIBIT B

REF. GPS:N 27°16'40" , W 80°21'32.7"

GPS:N 27°16'38.7" , W 80°21'30.2"

SITE PLAN 282'-6" TOWER

SITE:ST. LUCIE,W-02 STATE:FLORIDA

TWR TELECOM, INC.

BMI's SITE NAME ST. LUCIE,W-02

BELLSOUTH ACCOUNTING CODE 889682

BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVE:

CROWN BUSINESS UNIT NUMBER

NOTE: ALL IMPROVEMENTS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH *.

CROWN COMMUNICATIONS

CONSULTING • TOWER ERECTION • SITE DEVELOPMENT SITE MANAGEMENT • TURN-KEY ENGINEERING

DRAWN BY	JFR	SCALE	1" = 15'
CHK'D BY	C.McGARY	DATE	9/10/99
APPROVED		REV. NO. 1	11/23
JOB NO.	16488	REV.	A
DRAWING NO.	9RA326PL		

EXHIBIT C

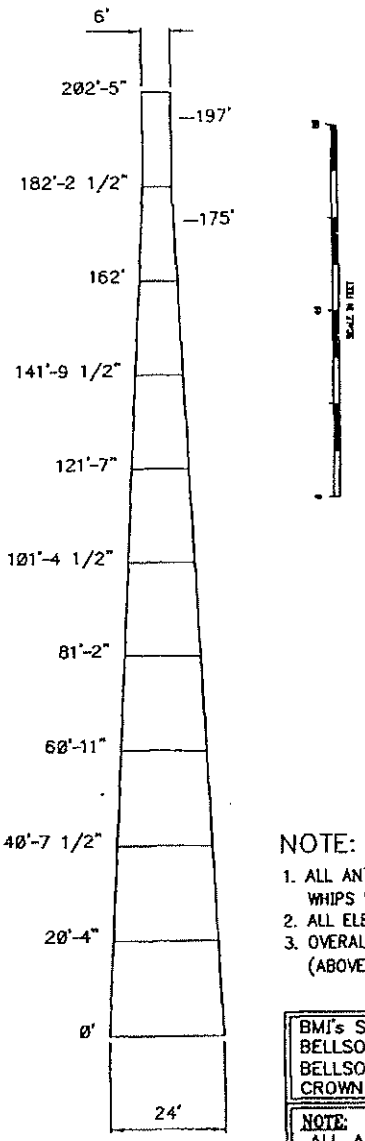
TOWER ELEVATION

See attached "as built" tower elevation describing the Tower and indicating the portion of the Tower that is part of the Reserved Space.

Accepted and Approved by Crown and BellSouth

OR BOOK 1565 PAGE 397

FINAL



FWT SELF SUPPORTER

MODEL # SSV SERIAL # 8090021

OVERALL HEIGHT	TOWER HEIGHT	FOUNDATION HEIGHT
203'-3"	202'-5"	10"

MISCELLANEOUS

ELEV.	DESCRIPTION
200'	8' LIGHTNING ROD
200'	1' X 2' FLASH TECH. STROBE (LEG A)

ANTENNAS

ELEV.	DESCRIPTION	LINE SIZE	ANTENNA AZIMUTH	MOUNT AZIMUTH
197'	3- DB978H120E-M PANELS	3- 1 5/8"	~~60°~~ 95°	~~60°~~ 95°
197'	3- DB978H120E-M PANELS	3- 1 5/8"	~~180°~~ 215°	~~180°~~ 215°
197'	3- DB978H120E-M PANELS	3- 1 5/8"	~~300°~~ 335°	~~300°~~ 335°
175'	2- AP17-1900-0900-DT2	2- 1 5/8"	0°	0°
175'	2- AP17-1900-0900-DT2	2- 1 5/8"	140°	140°
175'	2- AP17-1900-0900-DT2	2- 1 5/8"	260°	260°

NOTE:

1. ALL ANTENNAS ARE MEASURED TO THE CENTERLINE, EXCEPT WHIPS WHICH ARE MEASURED TO THE BASE.
2. ALL ELEVATIONS SHOWN ARE FROM TOP OF FOUNDATION. (REF. ELEV. 0'-0")
3. OVERALL HEIGHT = TOWER HEIGHT + FOUNDATION HEIGHT AGL (ABOVE GROUND LEVEL)

EXHIBIT C

BMI's SITE NAME ST. LUCIE W-02
BELLSOUTH ACCOUNTING CODE 8090021
BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVEMENTS: _____
CROWN BUSINESS UNIT NUMBER _____

NOTE:
ALL ANTENNAS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH *.

STRUCTURE ELEVATION
SITE:ST. LUCIE W-02 STATE:FLORIDA

TWR TELECOM, INC.

CROWN COMMUNICATIONS
CONSULTING • TOWER ERECTION • SITE DEVELOPMENT
SITE MANAGEMENT • TURN-KEY ENGINEERING

DRAWN BY: CE LINDSEY	SCALE: 1" = 20'	JOB NO.: 16488	REV: B
CHK'D BY: D.McGARY	DATE: 09/13/99	DRAWING NO.: BRA328EL	
CHK'D:	SHT. 1 OF 1 11/23		

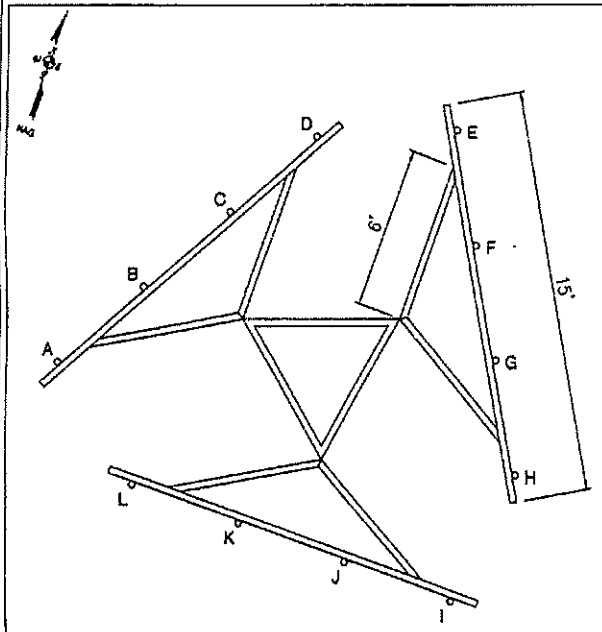
EXHIBIT D

TOWER ANTENNA PLATFORM

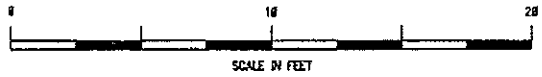
See attached "as built" tower antenna platform drawing describing the antenna platform(s) and indicating the portion thereof that is part of the Reserved Space.

FINAL

Accepted and Approved by Crown and BellSouth



MOUNT ELEVATION = 197'



ANTENNAS

POS.	DESCRIPTION	TMA SIZE	TMA LOCATION	TMA ELEVATION
A	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'
B	OPEN	NONE	NONE	NONE
C	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
D	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'
E	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'
F	OPEN	NONE	NONE	NONE
G	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
H	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'
I	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'
J	OPEN	NONE	NONE	NONE
K	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
L	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'

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NOTE:

1. MOUNT ELEVATIONS REFLECT MEASUREMENTS TO CENTER OF THE MOUNT.

EXHIBIT D

DESCRIPTION	TOWER MOUNTED AMPLIFIER - TMA
A UPRIGHT MIDPOINT INVERTED	

LEGEND / ANTENNA IDENTIFIER

FACE PANEL MOUNT

SITE:ST. LUCIE W-02 STATE:FLORIDA

TWR TELECOM, INC.

BMI's SITE NAME ST. LUCIE W-02

BELLSOUTH ACCOUNTING CODE 599982

BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVE: ___

CROWN BUSINESS UNITS NUMBER ___

NOTE: ALL ANTENNAS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH *.

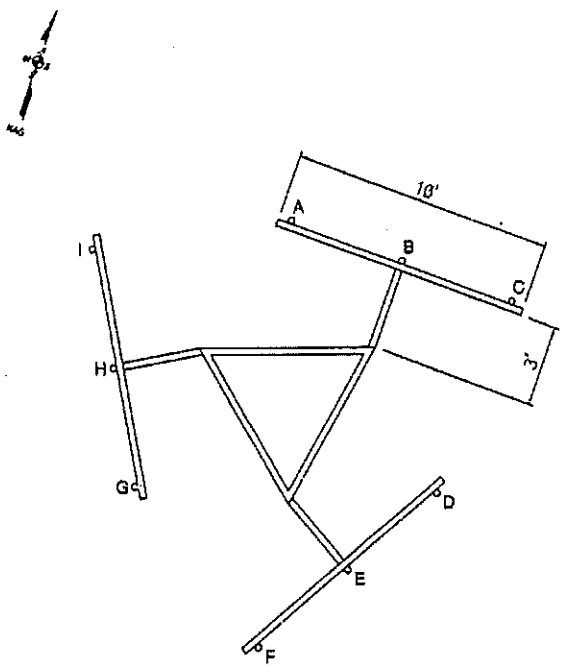
CROWN COMMUNICATIONS

CONSULTING • TOWER ERECTION • SITE DEVELOPMENT SITE MANAGEMENT • TURN-KEY ENGINEERING

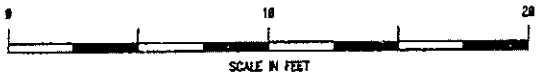
CE LINDSEY	1" = 5'	16488	1
D.McGARY	09/13/99		
1 OF 2	1 11/23	BRA328A*	

FINAL

Accepted and Approved by Crown and BellSouth



MOUNT ELEVATION = 175'



ANTENNAS

POS.	DESCRIPTION	TMA SIZE	TMA LOCATION	TMA ELEVATION
A	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
B	OPEN	NONE	NONE	NONE
C	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
D	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
E	OPEN	NONE	NONE	NONE
F	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
G	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
H	OPEN	NONE	NONE	NONE
I	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE

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NOTE:
1. MOUNT ELEVATIONS REFLECT MEASUREMENTS TO CENTER OF THE MOUNT.

EXHIBIT D

DESCRIPTION	TOWER MOUNTED AMPLIFIER = TMA
A UPRIGHT MIDPOINT INVERTED	

LEGEND / ANTENNA IDENTIFIER

LEG PANEL MOUNT
SITE:ST. LUCIE,W-82 STATE:FLORIDA

TWR TELECOM, INC.

BMI's SITE NAME ST. LUCIE,W-82
BELLSOUTH ACCOUNTING CODE 6999821
BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVE:
CROWN BUSINESS UNITS NUMBER

NOTE:
ALL ANTENNAS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH *.

CROWN COMMUNICATIONS
CONSULTING • TOWER ERECTION • SITE DEVELOPMENT
SITE MANAGEMENT • TURN-KEY ENGINEERING

DRAWN BY	CE LINDSEY	SCALE	1" = 5'
CHECKED BY	D.McGARY	DATE	09/13/99
SHEET	2 OF 2	REV. NO.	1 11/23
JOB NO.	16488	REV.	A
DWG. NO.	BRA328A2		

EXHIBIT E

TRANSFERRING ENTITY'S IMPROVEMENTS

1. All of Transferring Entity's Communications Equipment located on or in the equipment shelters, buildings and/or cabinets shown on **Exhibit B** and located on the Tower as shown on **Exhibits C** and **D**.

2. Equipment shelters, buildings and/or cabinets, all as shown on **Exhibit B**.

3. Generators and associated fuel tanks, if any, all as shown on **Exhibit B**.

4. Pads and foundations associated with equipment shelters, building, cabinets and generators.

5. Grounding rings for the equipment shelters, if any.

EXHIBIT F

ANTENNA WEIGHT AND SAIL AREA DATA

See attached schedule of standard antenna weight and sail area data.

DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Allen Telecom	DB910CE-M	0.54	7.20
Allen Telecom	DB961DD90	2.80	11.00
Allen Telecom	DB961DD90T2	2.80	11.00
Allen Telecom	DB961DD90T2E-M	2.80	11.00
Allen Telecom	DB974H90	1.20	3.50
Allen Telecom	DB978H90E-M	2.55	7.10
Allen Telecom	DB980H105T2E-M	2.50	8.50
Allen Telecom	DB980H120E-M	2.50	8.50
Allen Telecom	DB980H90E-M	3.30	8.50
Allen Telecom	DB980H90T2B-M	3.30	8.50
Allen Telecom	DB980H90T2E-M	3.30	8.50
Allen Telecom	DB982H90T2A-M	3.00	10.00
Allen Telecom	DB982H90T2E-M	3.00	10.00
Allen Telecom	DB983H65	3.30	12.00
Allen Telecom	DB983H65T2	3.30	12.00
Allgon	4158.21	3.70	24.20
Allgon	7130.16	3.90	17.16
Allgon	7131.2	4.00	15.90
Allgon	7143.21	1.00	5.00
Allgon	7143.24	3.90	21.00
Allgon	7144.24	3.90	21.00
Allgon	7144.26	6.00	31.00
Allgon	7145.24	3.90	21.00
Allgon	7145.26	6.00	31.00
Allgon	7145.48	7.70	37.40
Allgon	7146.26	5.80	31.00
Allgon	7220.14	2.80	14.00
Allgon	2980-001	3.90	21.00
Allgon	2980-002	3.90	21.00
Allgon	7251.01	0.00	17.60
Allgon	740198R2	3.90	21.00
Allgon	OGC9-825 RFL-2	0.36	7.00
Allgon	OGC9-825N	3.90	21.00
Allgon	P-7WA48G	3.90	21.00
Allgon	RWA-80012	3.90	21.00
Allgon	RWA-80016	3.90	21.00
Allgon	SRL410 C9 L/4	5.49	35.00
Andrew	GP10F-21A	314.00	418.00
Andrew	GP12F-21	452.16	517.00
Andrew	GP6F-21A	113.04	198.00
Andrew	GP8F-21A	200.96	282.00
Andrew	HP10-107F	78.54	541.00
Andrew	HP12F-21A	452.16	850.00
Andrew	HP6F-21B	113.04	281.00
Andrew	HP8-107F	50.27	447.00
Andrew	HP8F-21	50.27	447.00
Andrew	HP-8F-21A	200.96	447.00
Andrew	P10F-21C	314.00	402.00
Andrew	P4F-21D	50.24	119.00
Andrew	P6-65D	113.04	162.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Andrew	P6F-21C	113.04	162.00
Andrew	P8F-21A	200.96	304.00
Andrew	P8F-21C	200.96	304.00
Andrew	PAR6-105	113.04	162.00
Andrew	PAR6-65A	28.27	281.00
Andrew	PAR8-65A	50.27	447.00
Andrew	PCS19HA-09016-2DG	3.10	10.00
Andrew	PCS19HA-11015-0DG	1.97	10.00
Andrew	PCS19HA-11015-2DG	3.10	10.00
Andrew	PL10-59D	314.00	402.00
Andrew	PL10-65D	314.00	402.00
Andrew	PL6-59D	113.04	162.00
Andrew	PL6-65D	113.04	162.00
Andrew	PL8-59D	200.96	304.00
Andrew	PL8-59D-1	200.96	304.00
Andrew	PL8-65D	200.96	304.00
Andrew	UHP8F-21	200.96	447.00
Andrew	UHX10-59J RF	314.00	541.00
Andrew	UHX12-59J RF	452.16	890.00
Andrew	UHX6-59J	113.04	281.00
Andrew	UHX6-59J RF	113.04	281.00
Andrew	UHX8-59H	200.96	447.00
Andrew	UHX8-59H LF	200.96	447.00
Antel	BCD 80010	0.23	26.50
Antel	BCR 80010:N270	6.00	55.00
Antel	BCR 80010N:90	4.20	37.00
Antel	BCR-80010	6.00	55.00
Antel	BCR80010:N180	6.00	55.00
Antel	BCR-80010:N270	6.00	55.00
Antel	BCR8-A	4.20	26.50
Antel	LPD7905/2	0.43	4.90
Antel	LPD7905/4	0.43	4.90
Antel	LPD7907/2	0.75	5.50
Antel	LPD7908/4	1.30	7.74
Antel	RWA - 80012	3.90	14.30
Antel	RWA-80010	2.00	8.40
Antel	RWA-80012	3.90	14.30
Antel	RWA-80013	3.90	14.30
Antel	RWA-80014	3.90	14.30
Antel	RWA-80015	7.87	31.00
Antel	RWA-80017	7.80	31.00
Antel	RWA-8006	1.08	5.30
Antel	RWA-8009	2.00	8.40
Antel	SRL410 C2 L/4	1.25	7.00
Antel	SRL410 C9 R90	5.49	35.00
Antenna Specialist	ASP2895	9.00	62.00
Antenna Specialist	ASP953	1.60	27.00
Antenna Specialist	ASP962	0.16	1.13
Antenna Specialist	ASP963	2.55	50.00
Antenna Specialist	ASP967	4.43	75.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Antenna Specialist	ASP973	1.60	27.00
Antenna Specialist	ASP-977	1.75	35.00
Antenna Specialist	ASPD974	1.60	27.00
Antenna Specialist	ASPD977 -4	1.75	35.00
Antenna Specialist	ASPD977 -5.5	1.75	35.00
Antenna Specialist	ASPD977 -6	1.75	35.00
Antenna Specialist	ASPD978	1.75	35.00
Ball Wireless	PCS-VR-16-09007	21.00	7.00
Celwave	ALP868013	1.00	4.45
Celwave	AP11-850/105	2.71	21.30
Celwave	AP12-850/090	2.00	18.00
Celwave	AP861011	4.04	10.00
Celwave	AP866017	9.37	48.50
Celwave	AP881011	4.04	10.00
Celwave	AP8-850/105	1.61	5.90
Celwave	AP906513	2.71	17.62
Celwave	AP906516T0	1.61	7.05
Celwave	APL869012	2.00	11.60
Celwave	BCR10	4.80	87.00
Celwave	BCR10-B	4.80	87.00
Celwave	BCR12-0	7.60	124.00
Celwave	BCR12-A	7.60	87.00
Celwave	BCR12-A	7.60	124.00
Celwave	BCR12-H	7.60	87.00
Celwave	BCR12-H	7.60	124.00
Celwave	BCR12-H-B1	7.60	87.00
Celwave	BCR12-O	7.60	87.00
Celwave	BCR12-O-B1	7.60	87.00
Celwave	BCR12-OT3	7.60	124.00
Celwave	BCR6SP-HT2	2.10	58.00
Celwave	BCR8-0015	3.00	68.00
Celwave	DA10-107	314.00	930.00
Celwave	DA6-107A	28.27	440.00
Celwave	DA8-59A	50.27	680.00
Celwave	PA8-65	200.96	380.00
Celwave	PD10017	2.00	25.00
Celwave	PD10017-2B	2.00	25.00
Celwave	PD10017-4B	2.00	25.00
Celwave	PD10085	1.40	10.00
Celwave	PD10085L	1.40	10.00
Celwave	PD10099	1.50	23.00
Celwave	PD10108	0.18	8.00
Celwave	PD10162	1.70	20.00
Celwave	PD10164	2.00	25.00
Celwave	PD10164-2B	2.40	32.00
Celwave	PD10168	2.40	34.00
Celwave	PD10176		
Celwave	PD10177	6.20	43.00
Celwave	PD10183-2	2.55	40.00
Celwave	PD10186	2.00	25.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Celwave	PD10188	2.00	25.00
Celwave	PD10201	10.00	28.00
Celwave	PD10222H-4	0.13	1.60
Celwave	PD10236	4.04	10.00
Celwave	PD1108	0.85	0.17
Celwave	PD1109	1.28	17.00
Celwave	PD1110	1.70	20.00
Celwave	PD1124	2.63	11.00
Celwave	PD1132	5.50	60.00
Celwave	PD1132R-4	5.50	60.00
Celwave	PD1136	3.70	38.00
Celwave	PD1251		
Celwave	PD1610-3	0.36	4.00
Celwave	PD400-8	0.88	17.00
Comsat RSI	PCS D 085-17-2	3.57	11.80
Comsat RSI	PCS D 085-17-2V	3.57	11.80
Comsat RSI	PCS D 090-20-2	4.18	15.40
Comsat RSI	PCS D 090-20-2V	4.18	15.40
Comsat RSI	PCS SD 085-16-2	0.00	11.80
Comsat RSI	PCS SD 090-20-2	0.00	14.00
CSS	SA-13	4.67	39.00
DAPA	2900-004	6.11	24.50
DAPA	2900-005	4.58	21.20
DAPA	2900-006	3.26	19.00
DAPA	2942-006	2.38	13.00
DAPA	2960-001	2.44	17.00
DAPA	2960-004	6.11	24.50
DAPA	2960-005	4.58	21.20
DAPA	2960-006	3.26	19.00
DAPA	2960-008	2.44	23.40
DAPA	2962-006	3.26	19.00
DAPA	2980-001	3.26	26.50
DAPA	2980-005	6.11	33.10
DAPA	2980-006	4.35	30.20
DAPA	2980-011	3.26	26.50
DAPA	2980-012	3.26	35.30
DAPA	2981-006	4.35	30.20
DAPA	3961-005	4.58	21.20
DAPA	ALP4014 N	4.00	20.00
DAPA	ALP8009 N10T	2.70	16.20
DAPA	ALP8009 N20T	2.70	16.20
DAPA	ALP8010 N	2.10	16.00
DAPA	ALP9211 N	3.90	26.70
DAPA	DAPA 2980-002	3.26	35.30
Decibel Products	ASPD-952	1.20	17.00
Decibel Products	ASPD963	2.55	50.00
Decibel Products	ASPD-973	1.60	27.00
Decibel Products	ASPD975	3.50	45.00
Decibel Products	ASPD975-3	3.50	45.00
Decibel Products	ASPD975-3T	3.50	45.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Decibel Products	ASPD975-5T	3.50	45.00
Decibel Products	ASPD977	1.75	35.00
Decibel Products	ASPD977-3	1.75	35.00
Decibel Products	ASPD977-4	1.75	35.00
Decibel Products	ASPD977-5	1.75	35.00
Decibel Products	ASPD977-6	1.75	35.00
Decibel Products	ASPD978	1.75	35.00
Decibel Products	ASPD978-4	1.75	35.00
Decibel Products	ASPF-955	0.20	3.00
Decibel Products	DB499C	0.25	5.00
Decibel Products	DB560	2.34	35.00
Decibel Products	DB560	1.66	20.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561K	2.87	43.00
Decibel Products	DB561K-CT	2.87	43.00
Decibel Products	DB562	3.41	47.00
Decibel Products	DB562K-CT	3.41	47.00
Decibel Products	DB563	3.52	50.00
Decibel Products	DB563Z	3.52	50.00
Decibel Products	DB564	4.10	53.00
Decibel Products	DB564K-CR	4.10	53.00
Decibel Products	DB564K-CR	4.10	53.00
Decibel Products	DB564K-CT	4.10	53.00
Decibel Products	DB564K-CT	4.10	53.00
Decibel Products	DB567 R90	3.90	21.00
Decibel Products	DB567 R90	7.00	80.00
Decibel Products	DB567KR90	7.00	66.00
Decibel Products	DB567KR90-CR	7.00	80.00
Decibel Products	DB567KR90-CT	7.00	80.00
Decibel Products	DB580	0.13	3.80
Decibel Products	DB583	0.13	3.80
Decibel Products	DB586	0.33	8.25
Decibel Products	DB586T6	0.33	8.25
Decibel Products	DB589	0.33	15.00
Decibel Products	DB589-XCT	0.64	11.50
Decibel Products	DB589-XCT3	0.64	11.50
Decibel Products	DB803	0.33	6.00
Decibel Products	DB803M-XC	0.33	6.00
Decibel Products	DB806	0.98	21.00
Decibel Products	DB806M	0.64	8.00
Decibel Products	DB806T6	0.98	21.00
Decibel Products	DB809	1.90	30.00
Decibel Products	DB809K	1.90	30.00
Decibel Products	DB809K-XC	1.90	30.00
Decibel Products	DB809M	1.19	25.00
Decibel Products	DB809M-XC	1.19	25.00
Decibel Products	DB809SR-X	1.90	30.00
Decibel Products	DB809SR-XC	1.90	30.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Decibel Products	DB809T3	1.90	30.00
Decibel Products	DB809T3-XC	1.90	30.00
Decibel Products	DB809T6	1.90	30.00
Decibel Products	DB809T6-XC	1.90	30.00
Decibel Products	DB810	2.34	35.00
Decibel Products	DB810K	2.34	35.00
Decibel Products	DB810KT3-XC	2.34	35.00
Decibel Products	DB810KU3-XC	2.34	35.00
Decibel Products	DB810K-XC	2.34	35.00
Decibel Products	DB810K-XC	2.34	35.00
Decibel Products	DB810M	2.34	35.00
Decibel Products	DB810M	2.34	35.00
Decibel Products	DB810M-XC	2.34	35.00
Decibel Products	DB812	3.20	66.00
Decibel Products	DB812F	3.50	72.00
Decibel Products	DB812K-XC	3.50	72.00
Decibel Products	DB833	2.00	15.00
Decibel Products	DB833R-F	2.00	20.00
Decibel Products	DB834	2.35	19.00
Decibel Products	DB834R-F	2.35	19.00
Decibel Products	DB842H80	1.00	5.00
Decibel Products	DB844H80	1.00	5.00
Decibel Products	DB844H80T6-XY	1.00	5.00
Decibel Products	DB844H90	2.00	10.00
Decibel Products	DB844H90VT-SX	2.00	10.00
Decibel Products	DB844H90VT-X	2.00	12.00
Decibel Products	DB844H90-X	2.00	12.00
Decibel Products	DB848H90-XY	4.00	20.00
Decibel Products	DB854H90	4.00	17.50
Decibel Products	DB854HV90D-SX	13.74	43.00
Decibel Products	DB854HVH90D-SX	13.74	43.00
Decibel Products	DB855DDH90	5.00	28.00
Decibel Products	DB855DDH90(E)	5.00	28.00
Decibel Products	DB858 H90	13.74	41.00
Decibel Products	DB858DDH90SX	13.74	41.00
Decibel Products	DB858HV65-SX	8.00	43.00
Decibel Products	DB864 H90	1.04	5.00
Decibel Products	DB871 H105	1.04	5.00
Decibel Products	DB871 H120	1.04	5.00
Decibel Products	DB871 H83	1.04	5.00
Decibel Products	DB872 H105	2.06	7.00
Decibel Products	DB872 H120	2.06	7.00
Decibel Products	DB872 H83	2.06	7.00
Decibel Products	DB872H105-X	2.06	7.00
Decibel Products	DB872H120	2.06	7.00
Decibel Products	DB874H105	4.10	14.00
Decibel Products	DB874H105	4.10	14.00
Decibel Products	DB874H105-X	4.10	14.00
Decibel Products	DB874H105-XC	4.10	14.00
Decibel Products	DB874H120	4.10	14.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Decibel Products	DB874H120	4.10	14.00
Decibel Products	DB874H83	4.10	14.00
Decibel Products	DB874H83-SX	4.10	14.00
Decibel Products	DB878H105	8.00	20.00
Decibel Products	DB878H105-X	8.00	20.00
Decibel Products	DB878H105-XC	8.00	20.00
Decibel Products	DB878H120	8.00	20.00
Decibel Products	DB878H120-X	8.00	20.00
Decibel Products	DB878H120-XC	8.00	20.00
Decibel Products	DB878H83	8.00	20.00
Decibel Products	DB878H83	8.00	20.00
Decibel Products	DB878H83-SX	8.00	20.00
Decibel Products	DB878H83-X	8.00	20.00
Decibel Products	DB881H60	1.04	5.00
Decibel Products	DB882H60	2.06	7.00
Decibel Products	DB884H45	3.90	21.00
Decibel Products	DB884H45	4.10	14.00
Decibel Products	DB884H45	4.10	14.00
Decibel Products	DB884H45-X	4.10	14.00
Decibel Products	DB884H60	4.10	14.00
Decibel Products	DB930DD65E-M	2.70	15.00
Decibel Products	DB932DD65T2E-M	3.10	17.00
Decibel Products	DB932DD90T2E-M	4.50	18.00
Decibel Products	DB978H120E-M	2.00	7.10
Decibel Products	DB983H65E-M	3.30	12.00
EMS	FC90-11-00NA	4.00	21.00
EMS	FR90-16-00DP	3.10	18.00
EMS	FR90-16-02DP	3.10	18.00
EMS	FS70-12-00NA	8.00	36.00
EMS	FS70-12-10_A2	8.00	36.00
EMS	FS90-09-00	5.00	27.00
EMS	FS90-09-05_A2	5.00	27.00
EMS	FS90-11-00	8.00	36.00
EMS	FS90-12-00_A2	8.00	36.00
EMS	FV105-10-00	2.70	15.00
EMS	FV105-10-05	2.70	15.00
EMS	FV105-10-10	2.70	15.00
EMS	FV105-12-00	8.00	34.00
EMS	FV60-15-00NA	8.00	27.50
EMS	FV65-13-00_A2	4.00	21.00
EMS	FV70-14-00_A2	4.00	21.00
EMS	FV90-09-10NA	2.70	15.00
EMS	FV90-11-00	4.00	21.00
EMS	FV90-11-05_A2	4.00	21.00
EMS	FV90-11-10_A2	4.00	21.00
EMS	FV90-12-00	6.00	30.00
EMS	FV90-12-00_A2	6.00	30.00
EMS	FV90-12-05_A2	6.00	30.00
EMS	FV90-12-10	6.00	30.00
EMS	FV90-12-10_A2	6.00	30.00

OR BOOK 1565 PAGE 409

DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
EMS	FV90-13-00	6.00	30.00
EMS	FV90-13-00_A2	8.00	34.00
EMS	RR90-14-00	1.70	9.00
EMS	RR90-17-02	3.10	18.00
EMS	RS80-10-00_A2	8.00	36.00
EMS	RV105-11-00_A2	4.00	21.00
Gabriel	DDP10P-59BSE	78.54	370.00
Gabriel	DDP8P-59BSE	50.27	280.00
Gabriel	GHA10-21	78.54	310.00
Gabriel	SRD10-59ASE	78.54	535.00
Gabriel	SRD8-59ASE	50.27	395.00
Hazeltine	820-080-11-9 840	6.30	28.00
Hazeltine	820-080-11-9 870	6.30	28.00
Kathrein	740198	1.37	16.00
Kathrein	63-30-6-1	5.38	22.00
Kathrein	740198 RFM3	2.00	39.00
Kathrein	740198R2	2.73	23.50
Kathrein	740198RF	18.00	1.80
Kathrein	740198RFL2	1.36	15.00
Kathrein	740198RFM2	39.00	2.00
Kathrein	KT-740198	1.37	16.00
Kathrein	KT-740198R2	2.73	23.50
Kathrein	KT-740198R2	2.73	23.50
Kathrein	KT-740198RFL2	2.73	23.50
Kathrein	KT-740198RFL2	2.73	23.50
Kathrein	KT-740198RFL5/8	1.73	18.00
Kathrein	KT-740198RFL5/8	1.73	18.00
Mark	HP-100A72 RF	113.04	336.00
Mark	HP-60A120L	314.00	860.00
Mark	HP-60A72 L	113.04	336.00
Mark	HP-60A72 RF	113.04	336.00
Mark	MHP-21A96	200.96	491.00
Mark	MHP-60A72 R	113.04	336.00
Mark	P-21A120G	314.00	286.00
Mark	P-21A120GF	314.00	286.00
Mark	P-21A120N	314.00	575.00
Mark	P-21A144G	452.16	465.00
Mark	P-21A48	50.24	127.00
Mark	P-21A48N	50.24	127.00
Mark	P-21A72G	113.04	128.00
Mark	P-21A72GF	113.04	128.00
Mark	P-21A72N	113.04	202.00
Mark	P-21A96G	200.96	216.00
Mark	P-21A96GF	200.96	216.00
Mark	P-21A96N	200.96	293.00
Mark	P-21B72GF	113.04	128.00
Mark	P-22A72G	113.04	128.00
Mark	P-24A48GN-2	50.24	86.00
Mark	P-24A72GN-U	113.04	128.00
Mark	P-24A96GN	200.96	216.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Mark	P-57848N-2	50.24	127.00
Mark	P-57A48N	50.24	127.00
Mark	P-57A48N-2	50.24	127.00
Mark	P-57A72N-2	113.04	202.00
Mark	P-57A96-2	200.96	293.00
Mark	PA-21B48N	50.24	127.00
Mark	PA-21B72G	113.04	171.00
Northern Telecom	CELL PLUS		
Northern Telecom	SMART	17.24	176.00
Northern Telecom	SMART	17.24	176.00
Northern Telecom	SMART 2.5	17.24	176.00
RSI	A-57A24N-U	78.54	20.00
RSI	HP-105A120	78.54	866.00
RSI	HP-105A72	28.27	336.00
RSI	HP-60120W	78.54	866.00
RSI	HP-60A72	28.27	336.00
RSI	MHP-21A72	28.27	336.00
RSI	MHP-21A96	50.27	491.00
RSI	MHP-21B96	50.27	491.00
RSI	MHP-6072W	28.27	336.00
RSI	MHP-6096W	50.27	491.00
RSI	MHP-60A96	50.27	491.00
RSI	P-105A48	12.57	109.00
RSI	P-21A120G	27.43	286.00
RSI	P-21A144G	46.87	465.00
RSI	P-21A72G	11.22	171.00
RSI	P-21A96G	19.00	216.00
RSI	P-24A48G	6.32	86.00
RSI	P-24A72G	11.22	171.00
RSI	P-24A72GF-2	11.22	171.00
RSI	P-24A96G	19.00	216.00
RSI	P-57A72N	28.27	120.00
RSI	P-57A96N	50.27	240.00
RSI	P-57B48N	12.57	109.00
RSI	P-57C24N	3 14	120.00
RSI	P-60A72	28.27	120.00
RSI	P-60A96	50.27	240.00
RSI	PA-21B72G	11.22	128.00
RSI	PA-21B72GP	11.22	128.00
Scala	740198	1.37	16.00
Scala	740217	3.90	13.40
Scala	AP11-850/105	3.50	13.60
Scala	AP13-850/065	3.50	19.00
Scala	AP16-850/047	7.50	26.00
Scala	KT740198R2	2.73	23.50
Scala	KT740198R5/8	1.73	18.00
Scala	KT740218R2	2.73	23.50
Scala	KT740218R5/8	1 73	18.00
Scala	OGC 9825RFL5/8	1.73	18.00
Scala	OGC6-825-2D	1.94	16.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Scala	OGC9-825	1.37	16.00
Scala	OGC9-825 RFL5/8	1.97	18.00
Scala	OGC9-825N	1.37	16.00
Scala	OGC9-825N RFL2	0.60	23.00
Scala	OGC9-825N RFM3	0.60	23.00
Scala	OGC9-825NR5/8	1.73	18.00
Scala	OGC9-825RFL-2	1.37	16.00
Scala	PR-850	4.40	38.00
Scala	PRBB-850	4.40	38.00
Sinclair	SLR-410C-4R160	2.80	27.00
Sinclair	SLR-410C-4R60	2.58	27.00
Sinclair	SLR-410C-4R90	2.57	27.00
Sinclair	SRL410 C9 R105	5.50	35.00
Sinclair	SRL410 C9 R160	5.94	35.00
Swedcom	900900NA	1.33	10.00
Swedcom	901200NA	2.30	20.00
Swedcom	901200NAS	2.30	20.00
Swedcom	901205NAS	2.30	20.00
Swedcom	901210NAS	2.30	20.00
Swedcom	ALP110 08	1.60	15.00
Swedcom	ALP110 11	3.70	24.50
Swedcom	ALP4014-N	4.00	20.00
Swedcom	ALP4016N	8.10	33.30
Swedcom	ALP6011N	2.30	18.00
Swedcom	ALP6014N	5.40	28.90
Swedcom	ALP6016N	9.50	55.10
Swedcom	ALP8010N	2.10	16.00
Swedcom	ALP8013N	4.50	27.30
Swedcom	ALP9209N	1.70	15.30
Swedcom	ALP9212N	3.90	26.70
Swedcom	ALP9214N	8.10	53.30
Swedcom	ALP-E 9011	2.30	20.00
Swedcom	CTY10510 N	5.30	16.00
Swedcom	CTY9006-N	5.10	2.00
Swedcom	CTY9010	5.30	16.00

OR BOOK 1565 PAGE 412

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2527707 OR BOOK 2125 PAGE 2093, Recorded 12/30/2004 at 08:37 AM

Return to:
Stephani Leadingham
AFL Wireless
1685 Bluegrass Lakes Parkway, Alpharetta, GA 30004
Sprint PCS Site ID: MI60XC245-B

Memorandum of Site Lease Acknowledgement

This Memorandum evidences that a lease was made and entered into by written Site Lease Acknowledgement dated November 24, 2004, between Crown Castle South LLC, a Delaware limited liability company ("Lessor") and Sprint Spectrum L.P., a Delaware limited partnership ("Lessee"), the terms and conditions of which are incorporated herein by reference.

Such agreement provides in part that Lessor subleases to Lessee a portion of a certain site ("Site) located on 450 SW Thornhill Drive, City of Port St. Lucie, County of St. Lucie, State of Florida, which is described in Attachment "1" attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years, with automatic renewal for four (4) five-year terms, commencing on earlier of : (i) the first day of the month immediately following the date that is one hundred eighty (180) days from the date on which the SLA is sent by certified mail, return receipt requested, or delivered by a nationally recognized courier service, or hand delivered from Lessor to Lessee for execution (provided that the SLA is subsequently fully executed); or (ii) the first day of the second month immediately following the first to occur of (a) the issuance of a building permit for the construction or installation of Lessee's Equipment, or (b) commencement of construction or installation of Lessee's Equipment. The Basic Monthly Payments shall commence on the SLA Term Commencement Date.

[SIGNATURES APPEAR ON NEXT PAGE]
[REMAINDER OF PAGE LEFT BLANK INTENTINALLY]

LESSOR:
Crown Castle South LLC, a Delaware limited liability company

By: _____ Witness: Tyrell Moore
Print Name: Jason Caliento Print Name: Tyrell L. Moore
Title: Vice President of Assets Witness: Sara Price
Print Name: SARA PRICE

LESSEE:
Sprint Spectrum L.P., a Delaware limited partnership

By: _____ Witness: Angie Chromy
Print Name: James G. Meyers Print Name: Angie Chromy
Title: AVP-Site Delivery Witness: Karen S. Thomas
Print Name: Karen S. Thomas

Address: 6391 Sprint Parkway,
Mailstop KSOPHT0101-Z2650
Overland Park, KS 66251-2650

LESSOR NOTARY BLOCK

(STATE OF North Carolina)
(COUNTY OF Mecklenburg) ss:

On the 24 day of November, 2009, before me personally came Jason Caliento, to me known who, being by me duly sworn, did depose and say that he resides in North Carolina; that (s)he is an Vice President of Assets of Crown Castle South, ~~Inc~~ LLC, a Delaware ~~corporation~~ limited liability company described in and which executed the foregoing instrument; and that (s)he signed his name thereto by order of the Board of Directors.

Cinde Moore
Notary Public

[Notary Seal]

CINDE MOORE NOTARY PUBLIC UNION COUNTY, NC

LESSEE NOTARY BLOCK

(STATE OF KANSAS)
(COUNTY OF JOHNSON) ss:

On the 22 day of November, 2009 before me personally came James G. Meyers to me known who, being by me duly sworn, did depose and say that he resides in Kansas; that (s)he is an AVP-Site Delivery of Sprint Spectrum, the LLC corporation described in and which executed the foregoing instrument; and that (s)he signed his name thereto by order of the Board of Directors.

Notary Public - State of Kansas
SUSAN K. MULVANEY
My Appointment Expires 7/8/10

Susan K Mulvaney
Notary Public

[Notary Seal]

DESCRIPTION OF LEASE PARCEL

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence continue South 26° 54' 12" East along said Easterly line of Tract "O" a distance of 303.00 feet to a point on the North line of the Florida's Turnpike ramp right-of-way; thence North 81° 43' 58" West along said Northerly right-of-way line a distance of 70.10 feet to the POINT OF BEGINNING; thence continue North 81° 43' 58" West along said Northerly right-of-way line a distance of 48.92 feet; thence departing from said right-of-way line, North 26° 54' 12" West a distance of 55.95 feet; thence North 63° 05' 48" East a distance of 39.99 feet; thence South 26° 54' 12" East a distance of 84.13 feet to the POINT OF BEGINNING.

Containing an area of 2,800.8 Square feet.

DESCRIPTION OF ACCESS EASEMENT

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 63° 05' 48" West along the Southerly right-of-way line of Thornhill Drive a distance of 47.94 feet to the POINT OF BEGINNING; thence departing from said Southerly right-of-way line, South 26° 54' 12" East a distance of 375.28 feet; thence South 57° 14' 21" East a distance of 79.94 feet; thence South 24° 42' 41" East a distance of 254.43 feet; thence South 63° 05' 48" West a distance of 40.00 feet; thence North 26° 54' 12" West a distance of 20.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 229.35 feet; thence North 57° 14' 21" West a distance of 79.52 feet; thence North 26° 54' 12" West a distance of 380.68 feet to a point on said Southerly right-of-way line of Thornhill Drive; thence North 63° 05' 48" East along said Southerly right-of-way line a distance of 20.00 feet to the POINT OF BEGINNING.

Containing an area of 14,600.3 Square feet.

DESCRIPTION OF UTILITY EASEMENT

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence South 63° 05' 48" West a distance of 19.71 feet to the POINT OF BEGINNING; thence South 24° 42' 41" East a distance of 188.83 feet; thence South 63° 05' 48" West a distance of 30.38 feet; thence North 26° 54' 12" West a distance of 10.00 feet; thence North 63° 05' 48" East a distance of 178.82 feet; thence North 24° 42' 41" West a distance of 10.01 feet to the POINT OF BEGINNING; thence North 63° 05' 48" East a distance of 10.00 feet to the POINT OF BEGINNING.

Containing an area of 2,092 Square feet.

REVISED 7/7/98 – CHANGED LEASE , ADD UTIL. ESMT.

Bellsouth Mobility - St. Lucie West-02

William B. Zentz & Associates, Inc.
Land Survey Services
CERTIFICATE OF AUTHORIZATION (LB) No. 6840
953 Old Dixie Highway, Suite B-4
Vero Beach, Fl 32960
Phone: (561) 567-7552
Fax : (561) 567-1751

WILLIAM B. ZENTZ, PLS
REGISTERED LAND SURVEYOR No. 5278
STATE OF FLORIDA

JOB No. 100-022
DATE 6/2/98
SHEET 1 OF 2

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3577018 OR BOOK 3281 PAGE 308, Recorded 03/31/2011 at 01:35 PM
Doc Tax: $0.70

STATE OF FLORIDA
COUNTY OF ST. LUCIE

8416-C-FL
(06-2007)

Preparer's Name and Address:

Jim Cox, P.E.
c/o AT&T Florida
5360 NW Nassau Lane
Port St. Lucie, FL 34983-3312

Grantee's Address:

BellSouth Telecommunications, Inc.
d/b/a AT&T Florida
3300 Okeechobee Road, Room 237
Ft. Pierce, FL 34947

NON-EXCLUSIVE EASEMENT

For and in consideration of the sum of **Ten Dollars and No Cents ($10.00)** and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises, **CITY OF PORT ST. LUCIE, a Florida municipal corporation** (hereinafter referred to as "Grantor"), does hereby grant to **BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation, d/b/a AT&T Florida** (hereinafter referred to as "Grantee"), and its successors and assigns, an easement ("Easement") to construct, operate, maintain, add and/or remove such systems of communications, or related items as Grantee may from time to time deem necessary in the conduct of its business upon, over, under and across a portion of the following real property and drainage right-of-way, situate, lying and being in the County of **St. Lucie**, State of **Florida**, to wit:

See Exhibit "A," attached hereto and incorporated herein.

This Easement, including the following rights are hereby granted: the right of ingress and egress to the Easement; the right to allow Grantee's contractors to lay cable or conduit or other appurtenances on and under the Easement area for communications; the right, but not the obligation, to clear the Easement area and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim, cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the Easement area which might interfere with or fall upon the lines or systems of communication; the right to relocate said facilities and systems of communications of Grantee to a mutually acceptable and agreeable new easement location if any future highway relocation, widening, or improvements required and constructed by Grantor, the City of Port St. Lucie, shall require the removal of said facilities and systems outside the above-described Easement area; and the right to allow Grantee's suppliers to provide fuel or other similar energy resources to Grantee's equipment within the Easement area.

To have and to hold the above granted Easement unto Grantee, its successors and assigns forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land upon which the aforesaid Easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:
The following special stipulations shall control in the event of conflict with any of the foregoing easement:

If any of the real estate, landscaping, sod, or any other improvement located on Grantor's property, outside the Easement area, is disturbed or damaged by any of the activities, under this agreement, of Grantee, its agents, employees, servants, contractors, consultants, or persons acting pursuant to contracts or agreement with Grantee then Grantee shall restore all such property to a condition, substantially similar to the condition, existing prior to the disturbance or damage.

Grantor reserves the right to use the subject property, Easement area, and all adjacent City property in any manner that will not unreasonably interfere with the Easement rights granted to Grantee hereinabove.

Grantee shall indemnify and hold harmless Grantor, its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's fees and cost of defense, which Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the actions, negligence or the failure to exercise care by Grantee, its officers, employees, agents, servants, contractors, consultants, in the construction, operation, maintenance, reconstruction or use of Grantee's facilities and systems of communications located upon, over, under and around the above-described Easement area.

In the event that any of Grantor's drainage substructures, conduits, or pipes lying within or adjacent to the non-exclusive easement area require replacement or maintenance by Grantor, then Grantee will fully cooperate with Grantor to insure that replacement and maintenance will occur in a timely manner while protecting the Grantee's existing direct buried communication cables and above ground equipment cabinets. Further, Grantee agrees that in the event any damage or destruction of Grantor's above-described facilities is caused solely by Grantee's activities within the non-exclusive easement area, then Grantee shall pay for any and all costs associated with the repair or replacement of said facilities of Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and set its hand and seal by its proper officer or representative duly authorized this 29 day of March, 2011.

Signed, sealed and delivered
In the presence of:

Mary Ann Verillo
Print Name: MARY ANN VERILLO
Witness

Betty Bollinger
Print Name: Betty Bollinger
Witness

CITY OF PORT ST. LUCIE, a Florida municipal corporation
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

By: Jerry A. Bentrott
Jerry A. Bentrott, City Manager

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY, that on this 29 day of March, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, Jerry A. Bentrott, as City Manager, authorized to act on behalf of **CITY OF PORT ST. LUCIE, a Florida corporation**, is [X] personally known to me or [ ] proven by producing the following identification _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at City Hall, in the County and State aforesaid, on this, the 29 day of March, 2011.

NOTARY PUBLIC-STATE OF FLORIDA
Mary Ann Verillo
Commission # DD665926
Expires: JUNE 09, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY SEAL/STAMP

_____(Seal)
Mary Ann Verillo
Print Name of Notary Public

Notary Public, State of 06-09-2011
My Commission expires

TO BE COMPLETED BY GRANTEE

District Central	FRC	Wire Center/NXX South Port St. Lucie	Authority 0E854454N
Drawing	Area Number	Plat Number	RWID
Parcel ID 3420-585-0013-000-1	Approval Charles L. Adams 7/31/2011		Title Area Manager

This Non-Exclusive Easement to AT&T has been duly authorized and approved by the City Council of the City of Port St. Lucie by Ordinance 11-17.

THIS IS NOT A SURVEY

DESCRIPTION

EQUIPMENT EASEMENT

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF TRACT "O" OF THE PLAT ENTITLED PORT ST. LUCIE SECTION EIGHTEEN AS RECORDED IN PLAT BOOK 13, PAGES 17 AND 17A THROUGH 17K, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "O"; THENCE SOUTH 26°54'12" EAST, ALONG THE EASTERLY LINE OF SAID TRACT "O", A DISTANCE OF 658.49 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 63°05'48" WEST, A DISTANCE OF 8.23 FEET TO THE POINT OF BEGINNING, OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 26°54'12" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 63°05'48" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 26°54'12" WEST, A DISTANCE OF 20.00'; THENCE NORTH 63°05'48" EAST, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 200 SQUARE FEET, MORE OR LESS.

CABLE EASEMENT

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF TRACT "O" OF THE PLAT ENTITLED PORT ST. LUCIE SECTION EIGHTEEN AS RECORDED IN PLAT BOOK 13, PAGES 17 AND 17A THROUGH 17K, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "O"; THENCE SOUTH 26°54'12" EAST, ALONG THE EASTERLY LINE OF SAID TRACT "O", A DISTANCE OF 658.49 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 63°05'48" WEST, A DISTANCE OF 8.23 FEET; THENCE SOUTH 26°54'12" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 63°05'48" WEST, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE SOUTH 63°05'48" WEST, A DISTANCE OF 45.00 FEET; THENCE NORTH 26°54'12" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 63°05'48" EAST, A DISTANCE OF 45.00 FEET; THENCE SOUTH 26°54'12" EAST, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 450 SQUARE FEET, MORE OR LESS.

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. 5366

11-5-2016
DATE:

AT&T PROJECT No. 0E854454N

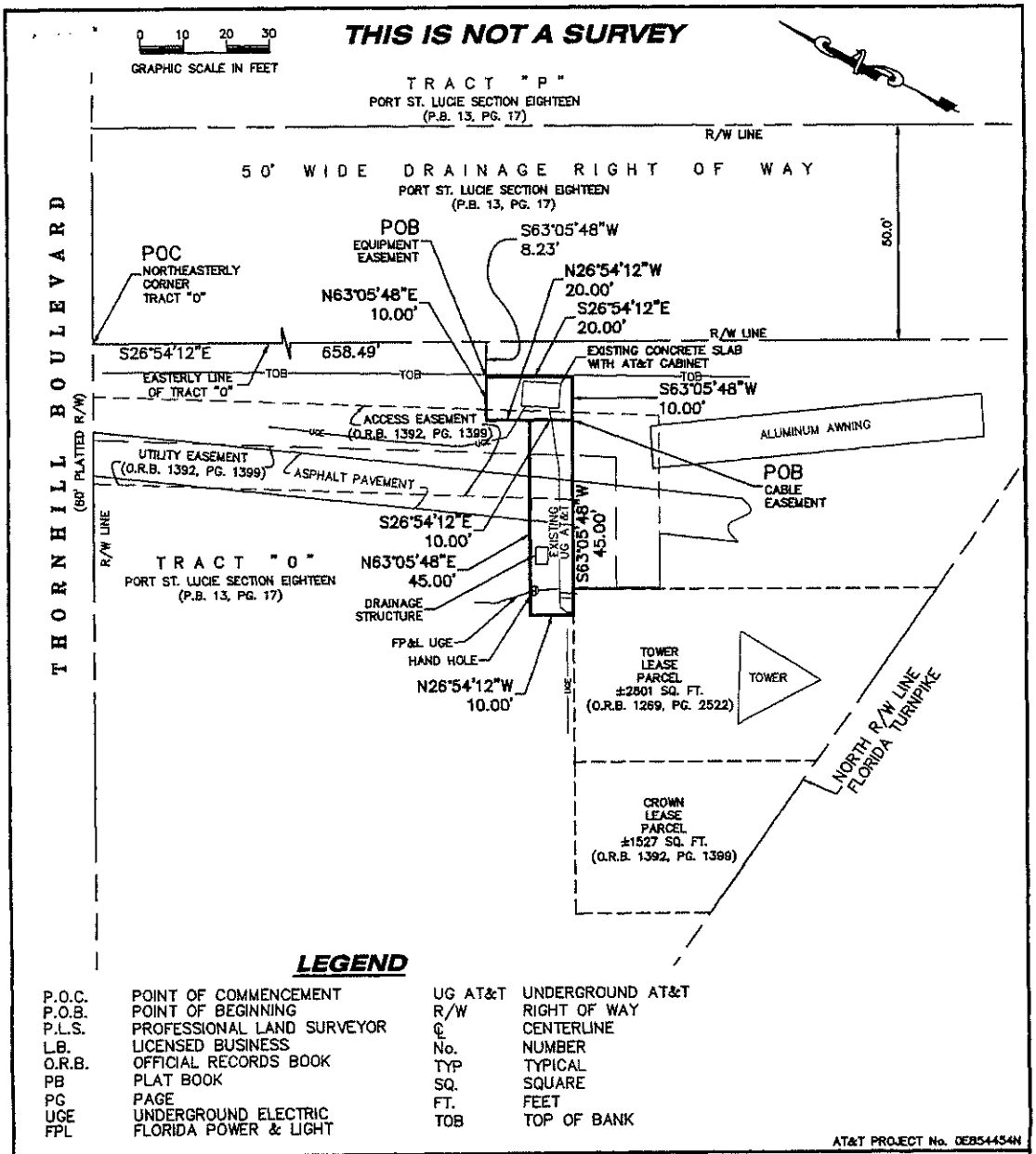
SKETCH & DESCRIPTION

PREPARED FOR:
AT&T OF FLORIDA

GEOMATICS SERVICES Inc.
PROFESSIONAL SURVEYORS & MAPPERS
3815 S.W. Savoy Dr. PALM CITY, FLORIDA
(772) 419-8383 FAX (772) 408-4208
CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS				

JOB No. : 10-136 SCALE : 1"= 30' | DATE: 10/7/2010 DRAWN BY: BCS | FIELD BOOK: PAGE: | CHECKED BY: MTO EFB FILE: | CADD FILE : 10-136SK&D1.dwg | SHEET 1 OF 2



LEGEND

P.O.C.	POINT OF COMMENCEMENT	UG AT&T	UNDERGROUND AT&T
P.O.B.	POINT OF BEGINNING	R/W	RIGHT OF WAY
P.L.S.	PROFESSIONAL LAND SURVEYOR	℄	CENTERLINE
L.B.	LICENSED BUSINESS	No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK	TYP	TYPICAL
PB	PLAT BOOK	SQ.	SQUARE
PG	PAGE	FT.	FEET
UGE	UNDERGROUND ELECTRIC	TOB	TOP OF BANK
FPL	FLORIDA POWER & LIGHT		

AT&T PROJECT No. 0EB54454N

SKETCH & DESCRIPTION

PREPARED FOR:

AT&T OF FLORIDA

GEOMATICS SERVICES Inc.
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CHECKED BY: MTO CADD FILE : 10-136SK&D1.dwg
EFB FILE:

SHEET 2 OF 2

M:\10-Projects\10-136 ATT HAYSHRUB-136SK&D1.dwg, 11/5/2010 9:23:43 AM, Adobe PDF, ITRO BW11

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3691396 OR BOOK 3377 PAGE 2728, Recorded 04/09/2012 at 09:54

Verizon Wireless Site Name: Bellsouth St. Lucie West / 62725

AFTER RECORDING RETURN TO:

PENNINGTON LAW FIRM, L.L.C.
P.O. BOX 2844
COLUMBIA, S.C. 29202

STATE OF FLORIDA)
)
COUNTY OF ST. LUCIE)

AMENDED MEMORANDUM OF CO-LOCATION AGREEMENT

This Amended Memorandum of Co-Location Agreement (the "Amended Memorandum") is made this 22 day of March, 2012, between **CROWN CASTLE SOUTH LLC** , a Delaware limited liability company, hereinafter designated "Crown", and **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP**, a Delaware limited partnership **D/B/A VERIZON WIRELESS**, hereinafter designated "Verizon Wireless". Crown and Verizon Wireless are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Crown and Verizon Wireless entered into a Co-Location Agreement dated June 25, 1999, as may have been previously amended and/or assigned (collectively, the "Agreement"), whereby Verizon Wireless leased from Crown space as described in that certain Agreement; and

WHEREAS, this Amended Memorandum is not intended to supersede, replace, or release Verizon Wireless' rights under any prior recorded Memorandum;

NOW THEREFORE, the terms of the Agreement are modified as follows:

1. In consideration of the payments, and subject to the terms and conditions, set forth in the Agreement, Crown has leased to Verizon Wireless space at that certain property located on 480 SW Thornhill Drive, Port St. Lucie, St. Lucie, Florida 34984, which property is further identified on Exhibit 1 attached hereto and made a part hereof. The lease includes an 8' x 16' lease area for Verizon Wireless' equipment and a separate 4' x 7' lease area for Verizon Wireless' fuel tank, antennas on Crown's tower, the non-exclusive easement rights for ingress and egress, and for the installation and maintenance of utilities to the nearest public right of way located on that parcel of land located in St. Lucie County, State of Florida.

2. The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Crown and Verizon Wireless.

(SIGNATURES APPEAR ON NEXT PAGE)

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Crown and Verizon Wireless have caused this Memorandum to be duly executed on the date first written above.

CROWN:
CROWN CASTLE SOUTH LLC,
A Delaware limited liability company

WITNESS

WITNESS

By: _____
Name: Jodi C. Pollice
Title: ~~Interim Licensing Manager~~
Date: 3/22/2012

VERIZON WIRELESS:
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless

WITNESS

WITNESS

By: _____
Name: Hans F. Leutenegger
Title: Area Vice President Network
Date: 3-19-2012

STATE OF Pennsylvania :

: SS

COUNTY OF Washington :

ACKNOWLEDGEMENT

I, Katherine Witzberger a Notary Public for the County of Washington, State of Pennsylvania, do hereby certify that Jodi C. Pollice, to me personally known, who, being by me duly sworn, said that (s)he is Interim Licensing Manager of **CROWN CASTLE SOUTH LLC**, a Delaware limited liability company, and that (s)he being authorized to do so, executed the foregoing instrument on its behalf.

Sworn to and subscribed before me
this 22nd day of March,
2012.

Katherine Witzberger
Notary Public
My Commission Expires: 3.30.2012

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Katherine Witzberger, Notary Public
Cecil Twp., Washington County
My Commission Expires March 30, 2014
Member, Pennsylvania Association of Notaries

STATE OF NORTH CAROLINA : SS

COUNTY OF MECKLENBURG :

I, Jean M. Musa, a Notary Public for Mecklenburg County and State of North Carolina, do hereby certify that Hans F. Leutenegger, to me personally known, who, being by me duly sworn, did say that he is Area Vice President Network of **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless**, and that he executed the foregoing Instrument on its behalf.

Sworn to and subscribed before me
this 19 day of MARCH,
2012

Jean M Musa

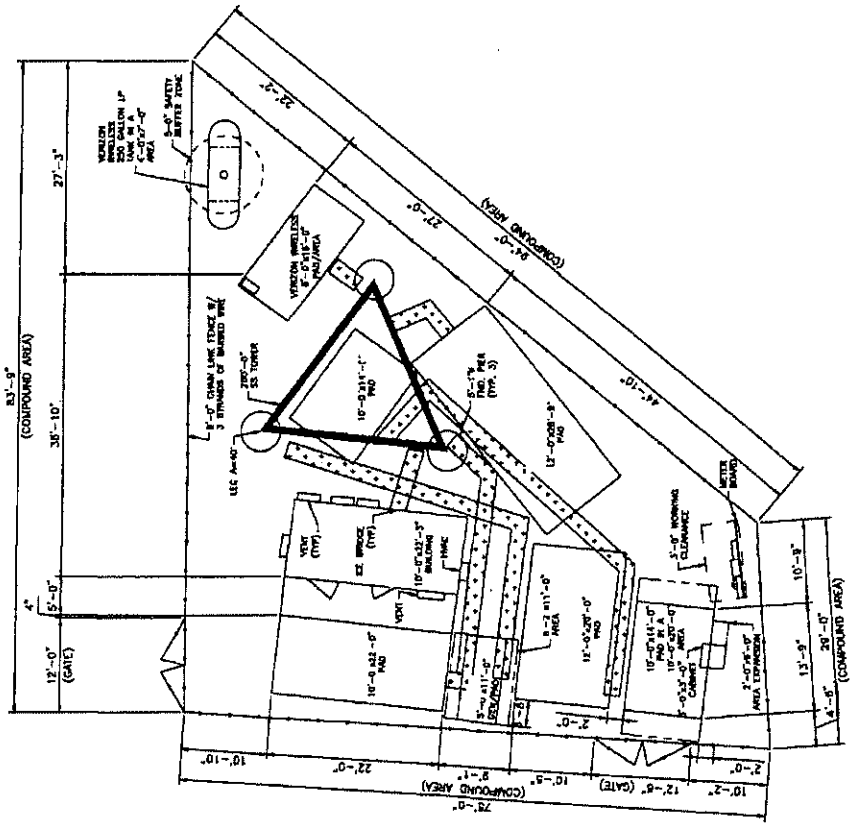
Notary Public

My Commission Expires:

JEAN M MUSA
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
May 18, 2015

Exhibit 1

(See Attached)



CROWN CASTLE

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4080754 OR BOOK 3756 PAGE 2328, Recorded 06/12/2015 at 04:27 PM
Doc Tax: $30.10

Prepared by and when recorded return to:
Stefanie Beskovoyne, Assistant City Attorney
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

(Space above this line reserved for recording office use only)

NON-EXCLUSIVE ACCESS EASEMENT

THIS NON-EXCLUSIVE ACCESS EASEMENT ("Easement"), executed this 11th day of June, 2015 by the CITY OF PORT ST. LUCIE, a Florida municipal corporation ("Grantor"), whose mailing address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 to FLORIDA POWER AND LIGHT COMPANY, a Florida corporation ("Grantee"), whose mailing address is 700 Universe Boulevard, Juno Beach, Florida 33408, Attention: Corporate Real Estate Department.

(Wherever used herein the terms "Grantor" and "Grantee" shall include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain property located in St. Lucie County, Florida as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property");

WHEREAS, Grantee desires to obtain a perpetual non-exclusive access easement from Grantor over that certain portion of Grantor's Property as more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Easement Area"), in order to access the easement area granted to Grantee by Grantor under that certain underground utility easement dated of even date herewith and recorded immediately preceding this Easement in the Official Records of St. Lucie County, Florida; and

WHEREAS, Grantor desires to grant Grantee a perpetual non-exclusive access easement over the Easement Area for the purposes set forth herein.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars and No Cents ($10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, its agents, successors and assigns, a perpetual non-exclusive access easement in, on, over and across the Easement Area for the sole purposes of ingress and egress by Grantee, its agents, contractors, subcontractors, invitees and assigns and the right to keep any road on the Easement Area clear of brush, trees, obstructions as may be necessary or desirable for Grantee's use.

TO HAVE AND TO HOLD this Easement hereby granted unto Grantee, its licensees, agents, legal representatives, successors and assigns, together with all conditions and covenants set forth herein, which covenants shall run with the land and shall inure to and be binding upon the heirs, representatives, successors and assigns of Grantee.

IT IS UNDERSTOOD that Grantee, at its sole cost and expense, shall be responsible for the maintenance, repair, construction, operation and replacement of any and all improvements installed, erected, constructed or in anywise made over, across, through or upon the Easement Area by Grantee, its agents, contractors, subcontractors, invitees and assigns. If any of the real estate, vegetation, landscaping, sod, or any other improvement located on the Property, outside or within the Easement Area, is disturbed or damaged by Grantee while performing any of its activities under this Easement, then Grantee shall restore such damaged portion of the Property to a condition, substantially similar to the condition, existing prior to the disturbance or damage; provided that such damage is not caused by the negligence or misconduct of Grantor or any other third party.

IT IS ALSO UNDERSTOOD that Grantor, for itself and its successors and assigns, reserves the right to install, construct, repair and maintain any improvements, including but not limited to utility facilities, within the Easement Area at any location, in Grantor's sole discretion, provided Grantor's use of the Easement Area does not interfere and/or is not inconsistent with the rights granted to Grantee herein.

IT IS ALSO FURTHER UNDERSTOOD, that Grantee shall indemnify and hold harmless Grantor, its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's fees and cost of defense, which Grantor or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the actions, negligence or the failure to exercise care by Grantee, its officers, employees, agents, servants, contractors, or consultants in Grantee's use of the Easement Area under this Easement, unless such liability, loss, or damage is caused by Grantor's negligence or failure to exercise care. In no event shall Grantee be liable for any indirect, special, incidental, punitive or consequential damages.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and set its hand and seal by its proper, duly authorized officer or representative the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

CITY OF PORT ST. LUCIE, Florida municipal corporation

Natalie Tennesson
Witness
Print Name: Natalie Tennesson

Robin F Hampl
Witness
Print Name: Robin Hampl

By: _____
Gregory J. Oravec, Mayor

Attest: _____
Karen A. Phillips, City Clerk

Approved as to Form and Correctness:

By: _____
Pam E. Booker, City Attorney

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 8th day of June, 2015, by Gregory J. Oravec, as Mayor for the City of Port St. Lucie, who ☒ is personally known to me, or ☐ who has produced _____ as identification.

Robin F Hampl
Notary Signature

NOTARY SEAL/STAMP

ROBIN F. HAMPL
Notary Public - State of Florida
My Comm. Expires Jul 10, 2015
Commission # EE 110846

Robin F. Hampl
Print Name of Notary

GRANTEE:

FLORIDA POWER AND LIGHT COMPANY, a Florida corporation

Dean J. Girard, Director, Corporate Real Estate

Signed, sealed and delivered in the presence of:

Witness
Print Name: Michelle M. Kahmann

Witness
Print Name: Amy Wilkos

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11th day of June, 2015, by Dean J. Girard, as Director of Corporate Real Estate for Florida Power & Light Company, a Florida corporation, who ☒ is personally known to me, or ☐ who has produced _____ as identification.

Notary Signature

Michelle M. Kahmann
Print Name of Notary

NOTARY SEAL/STAMP

Notary Public State of Florida
Michelle M Kahmann
My Commission EE105168
Expires 09/18/2015

Exhibit "A"

The Property

A Portion of Parcel ID: 3420-585-0013-000-1:

A tract or parcel of land lying in Sections 5 and 8 Township 37 South, Range 40 East, more particularly described as follows: -

The Northerly 500 feet of the Easterly 325 feet of Tract "O" as shown on Plat of PORT ST. LUCIE SECTION EIGHTEEN recorded in Plat Book 13, Page 17 of the Public Records of St. Lucie County, Florida.

All lying and being in the City of Port St. Lucie, St. Lucie County, Florida. Containing 3.73 Acres, more or less.

LEGAL DESCRIPTION

EXHIBIT B

ACCESS EASEMENT 1

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East; St. Lucie County, Florida, being a portion of Tract "O" of PORT ST. LUCIE SECTION 18, as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows;

Commence at the Northeast corner of said Tract "O", proceed South 63°05'48" West, along the Southerly right-of-way line of Thornhill Drive, (a 80.00 foot wide right-of-way), a distance of 47.94 feet to the POINT OF BEGINNING;

Thence departing from said Southerly right-of-way line, South 26°54'12" East, a distance of 375.26 feet; thence South 57°14'21" East, a distance of 79.94 feet; thence South 24°42'41" East, a distance of 254.43 feet; thence South 63°05'48" West, a distance of 40.00 feet; thence North 26°54'12" West, a distance of 20.00 feet; thence North 63°05'48" East, a distance of 20.75 feet; thence North 24°42'41" West, a distance of 229.35 feet; thence North 57°14'21" West, a distance of 79.52 feet; thence North 26°54'12" West, a distance of 380.68 feet to a point on the Southerly right-of-way line of Thornhill Drive; thence North 63°05'48" East, a distance of 20.00 feet to the POINT OF BEGINNING

Containing 14,500.3 square feet, more or less.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

5/29/15
DATE

Sheet 1 of 2

DESCRIPTION
OF
ACCESS EASEMENT 1

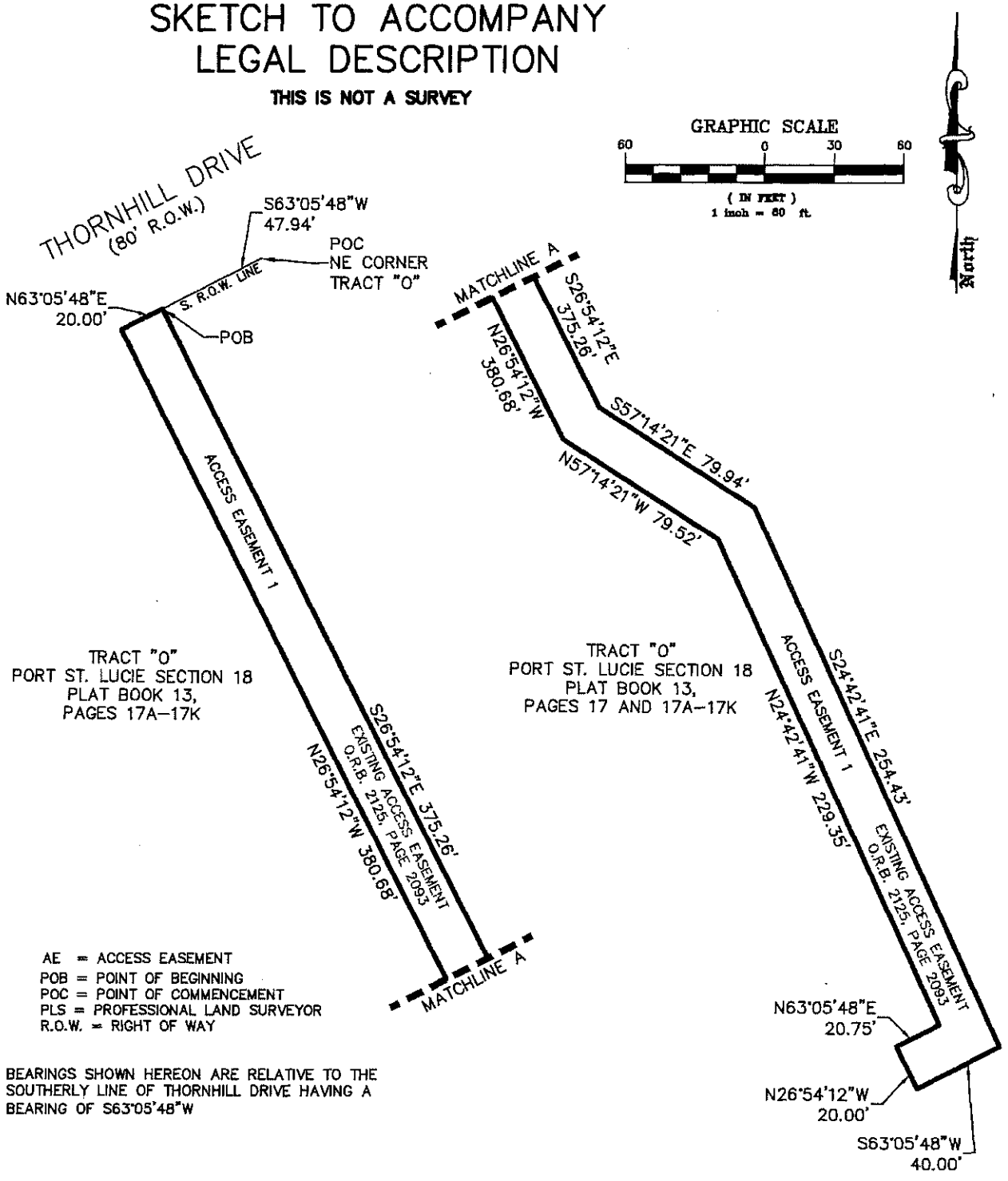
File: 12-299 s&d ae1.dwg
Date: 4-02-2015
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3576 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2012\12-299.004 folleasements\12-299 s&d ae1.dwg, 5/29/2015 9:29:31 AM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



AE = ACCESS EASEMENT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
R.O.W. = RIGHT OF WAY

BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTHERLY LINE OF THORNHILL DRIVE HAVING A BEARING OF S63°05'48"W

Sheet 2 of 2

SKETCH OF DESCRIPTION

OF

ACCESS EASEMENT 1

File: 12–299 s&d ae1.dwg
Date: 4–02–2015
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.cr-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.cr-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2012\12-299.004 fpl\easements\12-299 s&d ae1.dwg, 5/29/2015 9:29:11 AM

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4080756 OR BOOK 3756 PAGE 2343, Recorded 06/12/2015 at 04:27 PM
Doc Tax: $936.60

Prepared by and Return to:

Florida Power & Light Company
Samantha J. Saucier CRE/JB
700 Universe Blvd.
Juno Beach, FL 33408

Parcel ID# 3420-585-0013-000-1

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that THE CITY OF PORT ST. LUCIE, a municipality of the State of Florida ("Grantor"), whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, in consideration of the sum of One Dollar and No Cents ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420, and to its successors and assigns (collectively, "Grantee")(the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under this agreement or a portion of such rights with Grantee or its other assigns retaining and exercising the other rights), an easement forever for a right-of-way to be used for the construction, operation and maintenance of one or more underground electric transmission and distribution lines, including but not limited to, wires, cables, conduits, roads, trails and equipment associated therewith, attachments, appurtenant equipment, and appurtenant above-ground equipment, and for communication purposes (all of the foregoing hereinafter referred to as "facilities"), over, under, in, on, upon and across the lands of Grantor situated in the County of St. Lucie and the State of Florida and being more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof;

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over or under the above-described right-of-way with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way and on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

Grantor, however, reserves the right and privilege to use the above-described right-of-way for agricultural and such other purposes except as herein granted or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition; provided, however, and by the execution and delivery hereof Grantor so expressly agrees that no portion of the right-of-way shall be excavated, altered, obstructed, improved, surfaced or paved (except for existing asphalt pavement) without the prior written permission of Grantee, or its successors or assigns, and no building, well, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across said right-of-way by Grantor, or the heirs, personal representatives, successors or assigns of Grantor.

Grantee, at its sole cost and expense, shall be responsible for the maintenance, repair, construction, operation and replacement of any and all improvements installed, erected, constructed or in anywise made over, under, across, through or upon the above-described right-of-way by Grantee, its agents, contractors, subcontractors, invitees and assigns. If any of the real estate, vegetation, landscaping, sod, or any other improvement located on said right-of-way is disturbed or damaged by Grantee while performing any of its activities under this easement, then Grantee shall restore such damaged portion of the right-of-way to a condition, substantially similar to the condition, existing prior to the disturbance or damage; provided that such damage is not caused by the negligence or misconduct of Grantor.

Grantee shall indemnify and hold harmless Grantor, its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's fees and cost of defense, which Grantor or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the actions, negligence or the failure to exercise care by Grantee, its officers, employees, agents, servants, contractors, or consultants in the construction, operation, maintenance, reconstruction or use of Grantee's facilities and systems of communications located upon, over, under and around the easement area, unless such liability, loss, or damage is caused by Grantor's negligence or failure to exercise care. In no event shall Grantee be liable for any indirect, special, incidental, punitive or consequential damages.

By the execution hereof, Grantor covenants that it has the right to convey this easement and that Grantee and its successors and assigns shall have quiet and peaceful possession, use and enjoyment of this easement and the rights granted hereby.

NOTE: Grantor has agreed to grant Grantee a perpetual non-exclusive access easement over the above-described right-of-way via that certain Non-Exclusive Access Easement dated of even date herewith, and to be recorded immediately after this easement in the Official Records of St. Lucie County, Florida, in order to grant Grantee access to the right-of-way granted to Grantee hereunder. Prior to accessing the above-described right-of-way, Grantee shall provide reasonable notice to Grantor.

[Signature and acknowledgment appear on following page.]

IN WITNESS WHEREOF, the Grantor has executed this easement this 8th day of June, 2015.

Witnesses:

GRANTOR:

THE CITY OF PORT ST. LUCIE,
a municipality of the State of Florida

By: Natalie Tennesan
Print Name: Natalie Tennesan

By: Robin Hampl
Print Name: Robin Hampl

Gregory J. Oravec, Mayor

APPROVED as to Form and Correctness:

Pam E. Booker, City Attorney

Acknowledgment

STATE OF FLORIDA)
) SS:
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Gregory J. Oravec, as Mayor of THE CITY OF PORT ST. LUCIE, a municipality of the State of Florida, freely and voluntarily under authority duly vested in him on behalf of the City and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of June, 2015.

Notary Public
Printed, typed or stamped name of Notary Public

My Commission Expires: 7/10/15

ROBIN F. HAMPL
Notary Public - State of Florida
My Comm. Expires Jul 10, 2015
Commission # EE 110846

LEGAL DESCRIPTION

UE–2

Being an easement lying in a portion of Tract "O", as shown on the plat of PORT ST. LUCIE SECTION EIGHTEEN, Plat Book 13, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Commence at the Southeast corner of Tract "O" of said plat of PORT ST. LUCIE SECTION EIGHTEEN; thence North 26°52'44" West, along the Easterly line of said Tract "O", a distance of 1447.77 feet to the POINT OF BEGINNING of the following described easement;

Thence continue North 26°52'44" West, a distance of 44.63 feet to a point of curve to the left having a radius of 90.00 feet, a central angle of 37°34'02"; thence northwesterly along the arc a distance of 59.01 feet; thence North 64°26'46" West, a distance of 19.50 feet to a point of curve to the left having a radius of 40.00 feet, a central angle of 52°27'12"; thence westerly along the arc a distance of 36.62 feet; thence South 63°06'01" West, a distance of 55.73 feet to a point of curve to the right having a radius of 212.01 feet, a central angle of 35°11'27"; thence westerly along the arc a distance of 130.22 feet; thence North 81°42'31" West, a distance of 231.29 feet; thence North 37°58'10" West, a distance of 484.57 feet to the Southerly right–of–way of Thornhill Drive (a variable width right–of–way); thence North 63°07'16" East, along said Southerly right–of–way, a distance of 20.38 feet; thence South 37°58'10" East, a distance of 436.50 feet to a point of curve to the left having a radius of 90.00 feet, a central angle of 43°44'21"; thence southeasterly along the arc a distance of 68.71 feet; thence South 81°42'31" East, a distance of 187.14 feet to a point of curve to the left having a radius of 192.01 feet, a central angle of 35°11'27"; thence easterly along the arc a distance of 117.93 feet; thence North 63°06'01" East, a distance of 55.73 feet to a point of curve to the right having a radius of 60.00 feet, a central angle of 52°27'12"; thence easterly along the arc a distance of 54.93 feet; thence South 64°26'46" East, a distance of 19.50 feet to a point of curve to the right having a radius of 110.00 feet, a central angle of 02°28'13"; thence southeasterly along the arc a distance of 4.74 feet; thence North 26°52'44" West, a distance of 16.57 feet; thence North 63°07'16" East, a distance of 50.00 feet; thence South 26°52'44" East, a distance of 124.45 feet; thence South 63°07'16" West, a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 0.593 acres, more or less.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK,VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT–OF–WAY AND/OR EASEMENTS OF RECORD.

5/29/15

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

DATE

REVISION: REVISED LABEL GLM 10–30–2014
REVISION: REVISED LABEL AND LEGAL DESCRIPTION GLM 10–10–2014
REVISION: ADDED AREA TO EASEMENT, REVISED LEGAL DESCRIPTION GLM 10–9–2014 Sheet 1 of 3

DESCRIPTION
OF
UTILITY EASEMENT–2

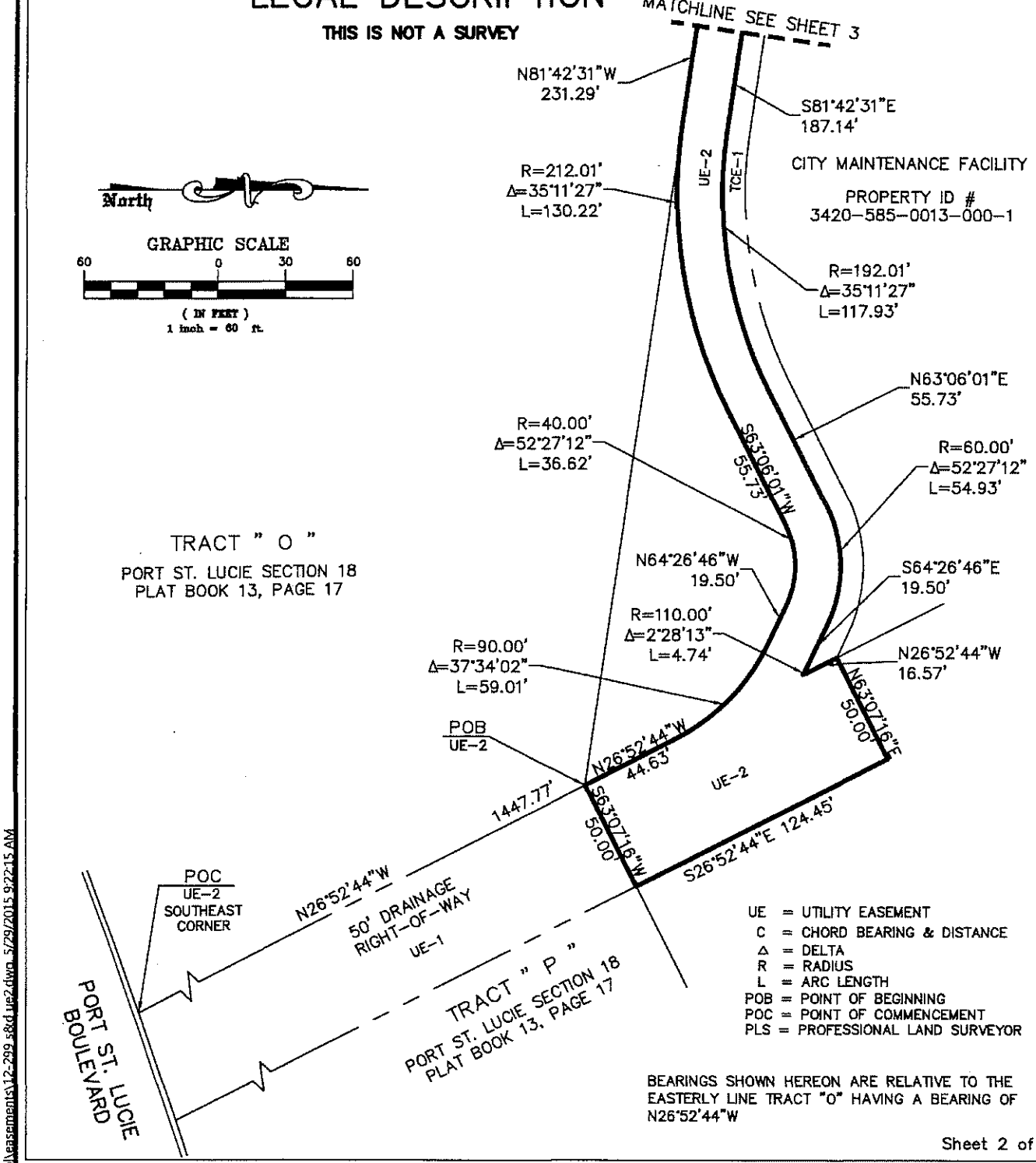
File: 12–299 s&d ue2.dwg
Date: 9–19–2014
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-cng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-cng.com
STATE OF FLORIDA CERTIFICATION No. LB 4284

P:\Proj-2012\12-299.004 fo\easements\12-299 s&d ue2.dwg, 5/29/2015 9:21:43 AM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



UE = UTILITY EASEMENT
C = CHORD BEARING & DISTANCE
Δ = DELTA
R = RADIUS
L = ARC LENGTH
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EASTERLY LINE TRACT "O" HAVING A BEARING OF N26°52'44"W

Sheet 2 of 3

SKETCH OF DESCRIPTION

OF

UTILITY EASEMENT-2

File: 12-299 s&d ue2.dwg
Date: 9-19-2014
Tech: GLM

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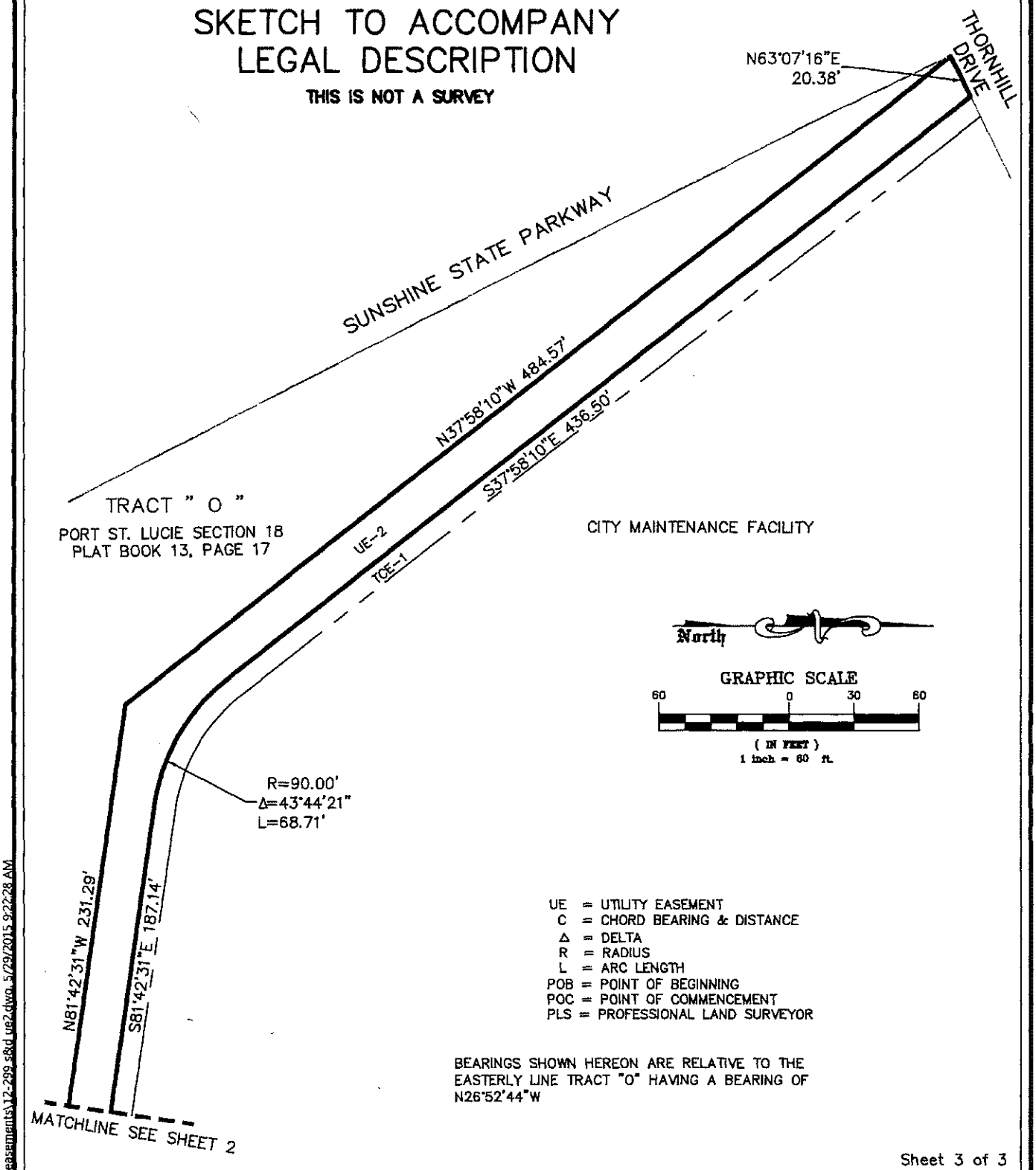
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



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C = CHORD BEARING & DISTANCE
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POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EASTERLY LINE TRACT "O" HAVING A BEARING OF N26°52'44"W

Sheet 3 of 3

SKETCH OF DESCRIPTION

OF

UTILITY EASEMENT–2

File: 12–299 s&d ue2.dwg
Date: 9–19–2014
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2580 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.cv-eng.com
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STATE OF FLORIDA CERTIFICATION No. LB 4286

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JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4775395 OR BOOK 4501 PAGE 2763, Recorded 11/03/2020 09:12:11 AM

815610 - Tmo Anchor

NOTICE OF COMMENCEMENT

Permit No. 20-42805 **Property Tax ID No.** 3420-585-0013-000-1

State of Florida, County of St. Lucie

The Undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

Legal Description of property and address if available 480-TW SW Thornhill Dr / LEGAL - PORT ST LUCIE-SECTION 18- THAT PART OF TRACT O MPDAF: BEG AT NE COR OF TRACT OF RUN S 26 DEG 54 MIN 1

General description of improvements Upgrade equipment at existing cell site

Owner/lessee TMobile/ Crown Castle

Address 2056 VISTA PARKWAY , SUITE 420, WEST PALM BEACH, FL 33411

Interest in property: LESSE

Fee Simple Title holder (if other than owner) CITY OF PORT ST. LUCIE

Address 121 SW PORT ST LUCIE BLVD., PORT ST. LUCIE, FL 34984-5099

Contractor Olin Wayn Companies, Inc./ Dan Ault **Phone #** 239-776-5884

Address 3060 Orange Grove Trail, Naples, FL 34120 **Fax #**

Surety **Phone #**

Address **Fax #**

Amount of Bond

Lender **Phone #**

Address **Fax #**

Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (a) 7., Florida Statues:

Name **Phone #**

Address **Fax #**

In addition to himself, owner designates **of**

Phone # **Fax #**

to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes. Expiration date of notice of commencement is one year from the date of recording unless a different date is specified. WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CH.713.13, F.S., AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF **COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION.** IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCMENT.

Shelia Turnipseed
Owner/Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager/ Signature

Real Estate Manager
Signatory's Title/Office

State of Florida, County of Hillsborough
Acknowledged before me this 2nd **, day of** November **20** 20 **, by** Shelia Turnipseed **,**
who is personally known to me or who has produced **as identification.**

Michelle Rodriguez
Signature of Notary **Type or Print Name of Notary** **(Seal)**

Title: Notary Public **Commission Number** GG047578

MICHELLE M. RODRIGUEZ DIAZ
MY COMMISSION # GG047578
EXPIRES November 15, 2020

City of Port St. Lucie Public Works Facility Comprehensive Plan Amendment (Small Scale) P22-347

Requested Application:

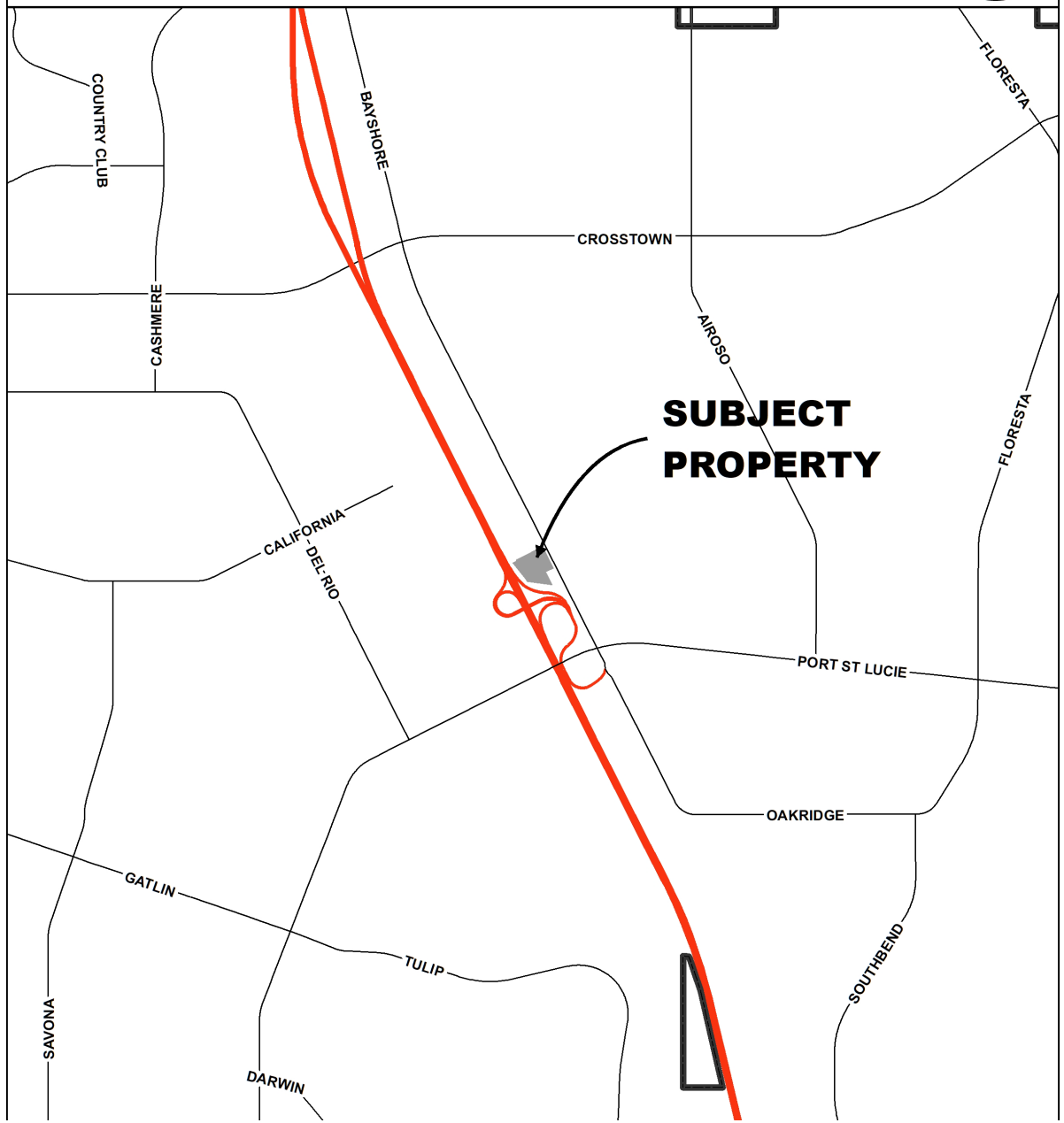
This is an application for a small-scale comprehensive plan amendment to change the future land use designations for 8.37 acres from Commercial General/Commercial Highway (CG/CH) to Utility (U).

What is the difference between Future Land Use (FLU) and Zoning?

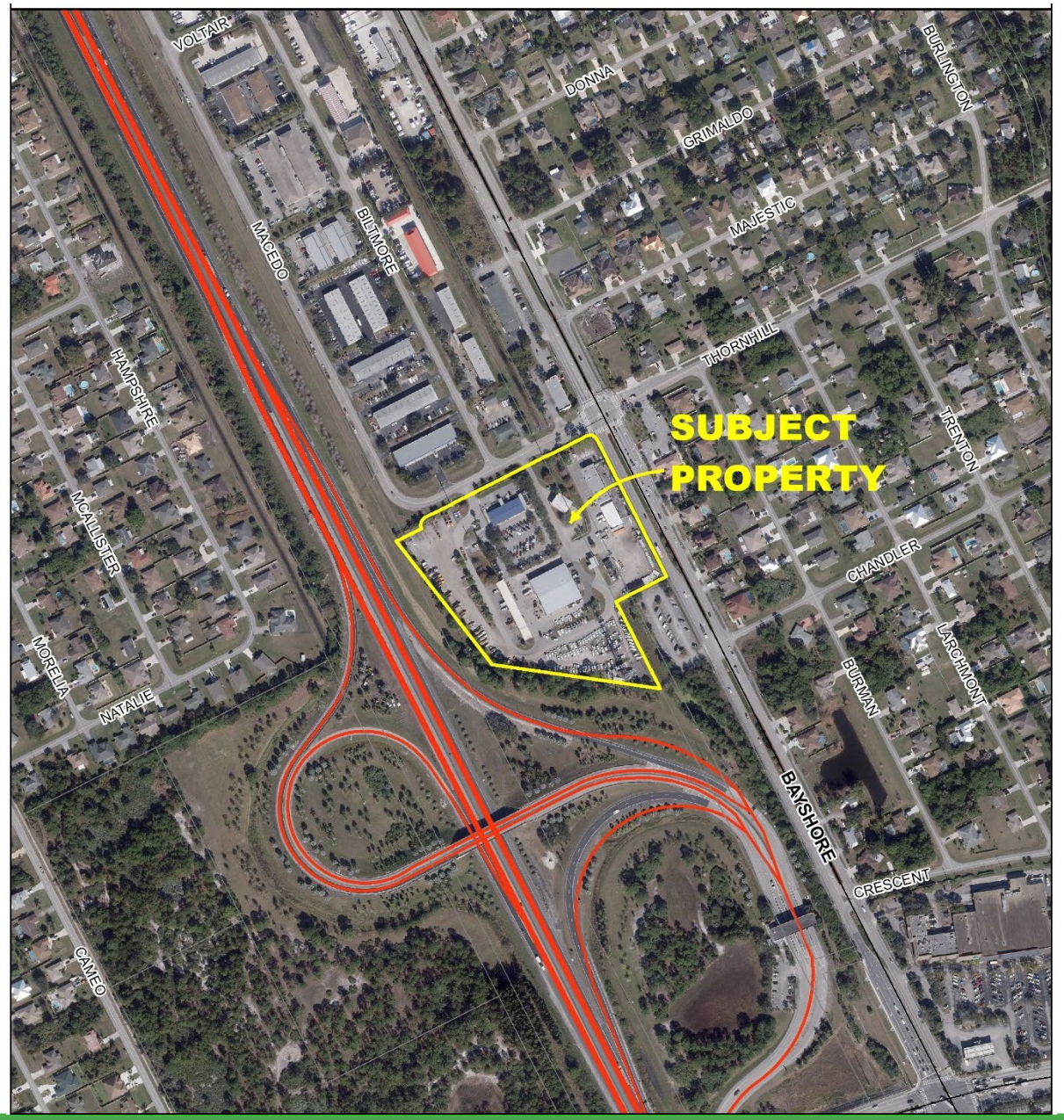
- FLU Map is part of the Comprehensive Plan
  - Provides ultimate future use of the land
  - Defines the intensity of the use (i.e., units per acre)
- Zoning
  - Prescribes specifics to a parcel (setbacks, lot coverage)
  - Prohibited and Allowable uses

Concurrent Applications:

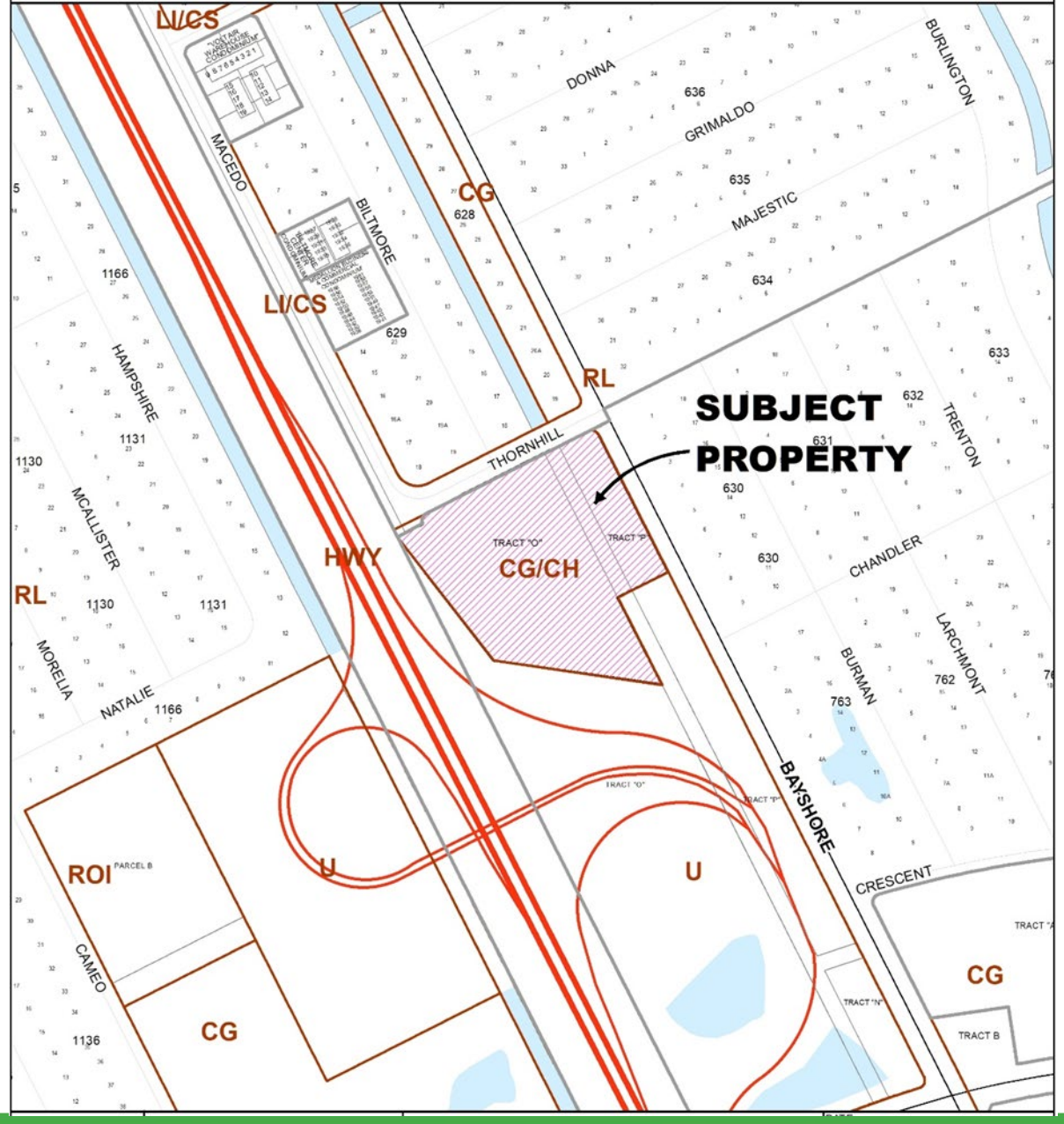
- The applicant has applied for a concurrent rezoning application and the corresponding small-scale Comprehensive Plan amendment.
- The rezoning to the compatible zoning district of U from CG will be heard at this meeting
- This request is a small-scale amendment and will be required to be heard prior to consideration of the rezoning.



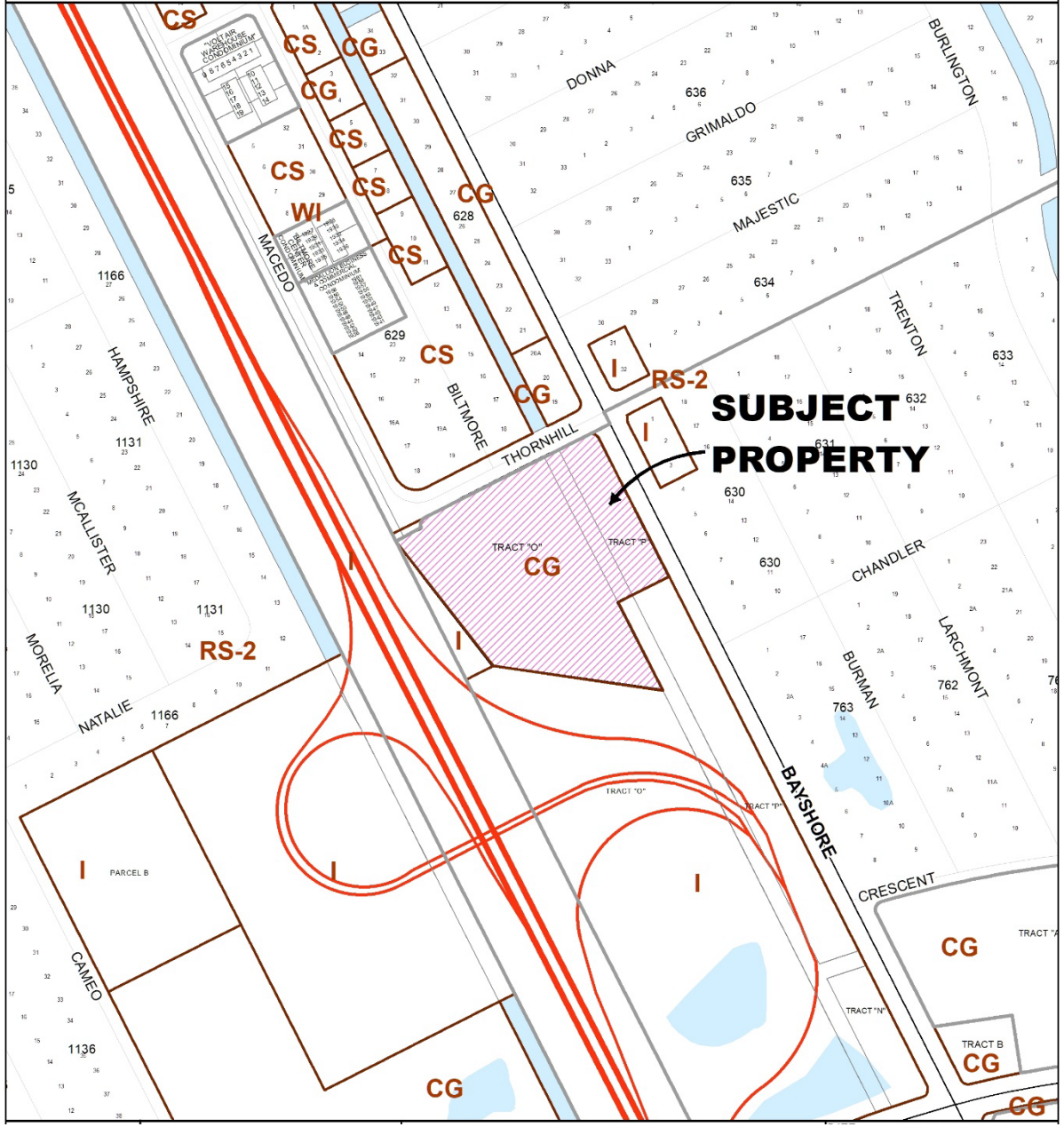
Location Map


VOLTAIR
DONNA
GRIMALDO
BURLINGTON
MACEDO
BILTMORE
MAJESTIC
THORNHILL
HAMPSHIRE
SUBJECT
PROPERTY
TRENTON
MCALLISTER
CHANDLER
MORELIA
NATALIE
BURMAN
LARCHMONT
BAYSHORE
CRESCENT
CAMEO

Aerial



Future Land Use


SUBJECT PROPERTY
CS
CG
WI
I
RS-2
DONNA
GRIMALDO
MAJESTIC
TRENTON
BURLINGTON
MACEDO
BILTMORE
THORNHILL
HAMPSHIRE
MCALLISTER
MORELIA
NATALIE
CHANDLER
BURMAN
LARCHMONT
BAYSHORE
CRESCENT
CAMEO
TRACT "O"
TRACT "P"
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636
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628
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1131
1130
763
762
1136

JUSTIFICATION:

The proposed future land use amendment is supported by goals, objectives and policies of the Comprehensive Plan.

- Specifically: Goal 1.1 states “Provide an appropriate mix of land uses which meet the needs of current and future residents of Port St. Lucie in a way which is environmentally acceptable; and developed concurrent with needed facilities and services.”
- Objective 1.1.3 states, “Development orders and permits for development and redevelopment activities shall be issued only in areas where public facilities necessary to meet level of service standards (which are adopted as part of the Traffic, Infrastructure, Recreation and Open Space, Public School Facilities and Capital Improvements elements of this Comprehensive Plan) are available concurrent with the impacts of development”.

Policy 1.1.3.1 states, “The development of residential, commercial and industrial land shall be timed and staged in conjunction with provisions of supporting community facilities and services identified as being required such as:

a. Potable water;
b. Sanitary sewers;
c. Solid waste disposal;
d. Vehicular and pedestrian circulation;
e. Public safety;
f. Recreation;
g. Public schools;
h. Electricity; and
i. Drainage.”

Traffic Impact Analysis

- Change in Future Land Use designation results in a DECREASE of Average Daily and PM Peak hour trips.

Existing Future Land Use	Acre	Maximum Coverage	Trip Generation Average Rate (ITE Code)	Average Daily Trips	PM Peak Hour
Commercial General/ Commercial Highway (CG/CH)	8.37	145,839 SF	Shopping Plaza (ITE 821)	12,637	1,418
Proposed Future Land Use	Acre	Maximum Coverage	Trip Generation Average Rate (ITE Code)	Average Daily Trips	PM Peak Hour
Utility (U)	8.37	109,379 SF	Utility (ITE 170)	495	222

Staff Recommendation:

Staff recommends approval of the proposed small-scale comprehensive plan Future Land Use Map amendment.

Agenda Summary

2022-1023

Agenda Date: 1/3/2023 **Agenda Item No.:** 8.a

Placement: Public Hearing - Quasi Judicial

Action Requested: Motion / Vote

P22-320 A Great Home, LLC - Rezoning

Location: The property is located on the east side of NW Commerce Lakes Drive at 2011 NW Commerce Lakes Drive.
Legal Description: Go Team Industrial Park - Unit Three - Block B, Lot 18
This is a request to rezone 3.23 acres of property from Industrial (IN) to 2.46 acres of CS (Service Commercial) and 0.77 acres of OSC (Open Space Conservation).

Submitted By: Bethany Grubbs, Planner III

Executive Summary: This is an application to rezone a vacant, 3.23-acre property from the IN (Industrial) zoning district to 2.46 acres of CS (Service Commercial) zoning district and 0.77 acres of OSC (Open Space Conservation) Zoning District.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Board recommend approval of the request to rezone 3.23 acres of property from Industrial (IN) to 2.46 acres of CS (Service Commercial) and 0.77 acres of OSC (Open Space Conservation).

Alternate Recommendation:

1. Move that the Board recommend denial of the rezoning request.

Background: See attached staff report.

Issues/Analysis: See attached staff report.

Special Consideration: See attached staff report.

Location of Project: The subject property is located on the east side of NW Commerce Lakes at 2011 NW Commerce Lakes Drive in the Go Team Industrial Park and Reserve DRI.

Attachments:

1. Staff Report
2. Application
3. Warrant Deed

4. Owner’s Authorization
5. Staff Presentation

A Great Home, LLC
Rezoning
P22-320

Project Location Map

SUMMARY

Applicant's Request:	A request to rezone 3.23 acres of property from Industrial (IN) to 2.46 acres of CS (Service Commercial) and 0.77 acres of OSC (Open Space Conservation).
Applicant:	Abraham Chabab, P.E.
Property Owner:	A Great Home, LLC
Location:	The subject property is located on the east side of NW Commerce Lakes Drive at 2011 NW Commerce Lakes Drive in the Go Team Industrial Park.
Address:	Not assigned
Project Planner:	Bethany L. Grubbs, Planner III

Project Description

This is an application to rezone a vacant, 3.23-acre property from the IN (Industrial) zoning district to 2.46 acres of CS (Service Commercial) zoning district and 0.77 acres of OSC (Open Space Conservation) Zoning District. The subject property is located at NW Commerce Center Drive in the Go Team Industrial Park and within the Reserve DRI. There is an associated application for site plan approval for a 30,210-square-foot warehouse and office building (P22-253). The property has a future land use classification of CS (Commercial Service) for approximately 2.46 acres and OSP (Open Space Preservation) for approximately 0.77 acres. The OSP classification is along the rear property line to buffer adjacent residential development. A rezoning is required because the property has a zoning designation of IN (Industrial) that is not compatible with the future land use classifications of CS (Service Commercial) and OSP (Open Space Preservation).

Previous Actions and Prior Reviews

In 2003, the developer for the Reserve DRI applied and received approval for an amendment to the future land use classification for approximately 228 acres in the Go Team Industrial Park from HI/I/LI/CG (Heavy Industrial/Institutional/Light Industrial/General Commercial) to RL (Low Density Residential) and OSR (Open Space Recreation) (P03-333) to accommodate a proposed recreational activity center. The future land use amendment included the subject property. The proposed development did not come to fruition and in 2007 the developer applied for a future land use amendment that amended the future land use for the subject property and adjacent properties to CS (Service Commercial) and OSP (Open Space Preservation) (P07-088). The developer did not apply to rezone the parcels to a zoning designation compatible with the CS (Service Commercial) and OSP (Open Space Preservation) future land use classifications. Therefore, an owner/purchaser of each individual property in the Go Team Industrial Park that has the CS (Service Commercial) future land use classification, and the IN (Industrial) zoning designation must apply to rezone the property for it to be developed due to the incompatibility.

Public Notice Requirements

Notice of the rezoning was mailed to property owners within a maximum of 750 feet of the subject property on November 22, 2022.

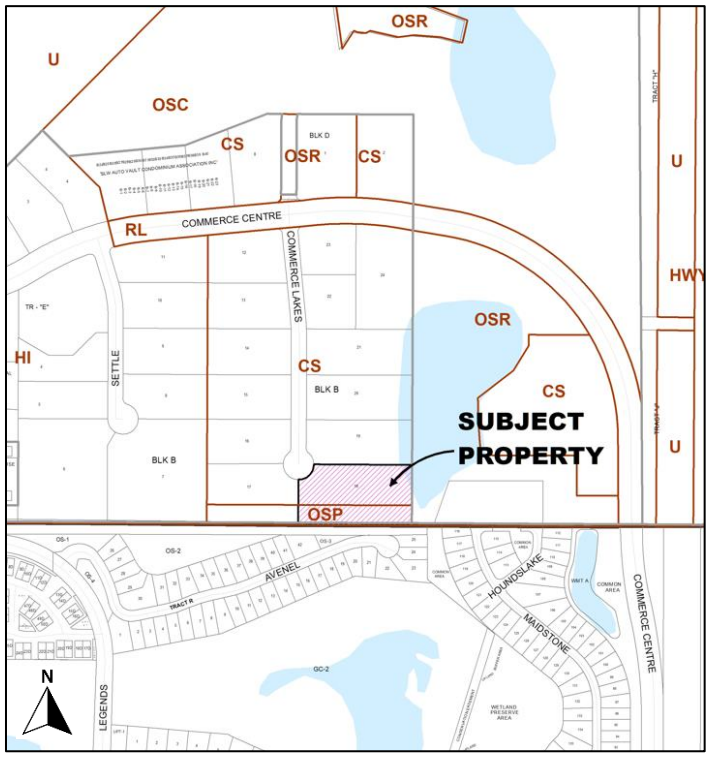
Location and Site Information

Parcel Number:	3315-703-0007-000-3
Property Size:	3.23 acres
Legal Description:	Go Team Industrial Park – Unit Three – Block B, Lot 18
Existing Future Land Use:	CS (Service Commercial) and OSP (Open Space Preservation)
Existing Zoning:	IN (Industrial)
Existing Use:	Vacant
Requested Zoning:	CS (Service Commercial) and OSC (Open Space Conservation)
Proposed Use:	30,210 square foot warehouse/office building

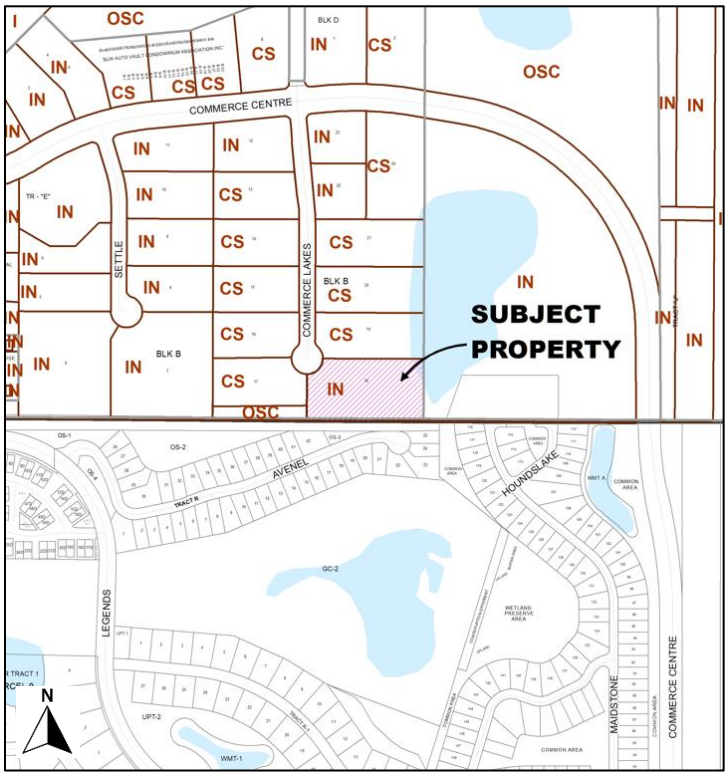
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	CS	CS	Vacant (*approved bobcat service facility*)
South	RS - *St. Lucie County*	PUD	Single-family residential development (Pines at the Reserve)
East	OSR	IN	Vacant
West	CS/OSP	CS/OSC	Vacant (*approved RV storage facility*)

CS – Service Commercial, IN – Industrial, RS – St Lucie County Residential, PUD – Planned Unit Development, OSR – Open Space Recreation, OSP – Open Space Preservation, OSC – Open Space Conservation



Land Use Map



Zoning Map

IMPACTS AND FINDINGS

COMPREHENSIVE PLAN REVIEW

Land Use Consistency: The proposed rezoning is consistent with Policy 1.1.4.13 of the Future Land Use Element. Policy 1.1.4.13 establishes the compatible future land use and zoning categories. The Service Commercial (CS) zoning district is listed as a compatible zoning district under the CS (Service Commercial) future land use classification and the Open Space Conservation (OSC) zoning district is listed a compatible zoning district with the OSP (Open Space Preservation) future land use classification as shown in the following table:

FUTURE LAND USE CLASSIFICATION	COMPATIBLE ZONING DISTRICT(S)
CS (Service Commercial)	CS, GU, WI
OSP (Open Space - Preservation)	OSC, GU

ZONING REVIEW

Applicant's Justification Statement: The requested rezoning of the subject property is required because the property's existing IN (Industrial) zoning is not compatible with the property's CS (Service Commercial) and OSP (Open Space) future land use classifications.

Staff Analysis: The applicant's proposal to rezone the subject property complies with the direction and intent of the City of Port St. Lucie Comprehensive Plan. Please note that the applicant will be required to provide a gopher tortoise survey prior to site plan approval.

RELATED PROJECTS

P22-253 – Commerce Lake Warehouse – Major Site Plan
P22-319 – Commerce Lakes Warehouse - Landscape Buffer Wall Modification

STAFF RECOMMENDATION

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend denial to the City Council

Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

P22-320 A Great Home, LLC

TYPE	STATUS	BUILDING TYPE
R	SUBMITTED	

ASSIGNED TO

Bethany Grubbs

ADDRESS

2011 NW Commerce Lakes Dr

SECTION	BLOCK	LOT
Go Team Ind. Pk.-Unit 3	B	18

LEGAL DESCRIPTION

Lot 18, Block B of G.O. Team Industrial Park Unit 3, according to the plat thereof, as recorded in plat book 26, pages 2 & 2A of the public records of St. Lucie County Florida.

SITE LOCATION

Coomerce Lakes Drive

PARCEL #

3315-703-0007-000-3

CURRENT LANDUSE	PROPOSED LANDUSE	CURRENT ZONING	PROPOSED ZONING
LI		IN	CS

ACREAGE	NON-RESIDENTIAL SQ. FOOTAGE	NO. OF RESIDENTIAL UNITS
3.23		

NO. OF LOTS OR TRACTS	NO. OF SHEETS IN PLAT
0	0

UTILITY PROVIDER

RESERVE

DESCRIBE REQUEST

Current Zoning and Future Land Use of Lot 18, Block B, G.O. Team Industrial Park Unit 3 is IND "Industrial". Our request is to rezone the future Land Use to WI.

Primary Contact Email

agchabab1@msn.com

AGENT/APPLICANT

FIRST NAME	LAST NAME
ABRAHAM	CHABAB

Business Name

ADDRESS

1391 NW St. Lucie West Blvd. # 411

CITY	STATE	ZIP
PORT ST LUCIE	FL	34986

EMAIL	PHONE
agchabab1@msn.com	7724756630

AUTHORIZED SIGNATORY OF CORPORATION

FIRST NAME	LAST NAME
Darrick	Bailey

ADDRESS

751 NW Enterprise Drive

CITY	STATE	ZIP

PORT ST LUCIE	FL		34986
EMAIL		**PHONE**	
darrickbailey@hotmail.com		7722092845	

PROJECT ARCHITECT/ENGINEER

FIRST NAME	**LAST NAME**

Business Name

ADDRESS

CITY	**STATE**		**ZIP**

EMAIL	**PHONE**

PROPERTY OWNER

Business Name
A Great Home LLC

ADDRESS
751 NW Enterprise Drive Ste 105

CITY	**STATE**		**ZIP**
PORT ST LUCIE	FL		34986
EMAIL		**PHONE**	
darrickbailey@hotmail.com		(772) 209-2845	

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5021873 OR BOOK 4805 PAGE 1482, Recorded 04/08/2022 02:10:56 PM Doc Tax: $5250.00

Prepared by and Return to:
Sue Meitner , an employee of
First International Title, Inc.
201 SW Port St. Lucie Blvd.
Suite 205
Port St. Lucie, FL 34984
File No.: 210004-40

WARRANTY DEED

This indenture made on March 14, 2022, by **Wakim's Manufacturing, LLC, a Florida limited liability company** whose address is: 1260 SW Biltmore Street, Port St. Lucie, FL 34983 hereinafter called the "grantor",

to **A Great Home LLC, a Florida limited liability company** whose address is: 751 NW Enterprise Drive Ste 105, Port St. Lucie, FL 34986 , hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **St. Lucie** County, **Florida,** to-wit:

Lot 18, Block B, G.O. Team Industrial Park Unit Three, according to the plat thereof, as recorded in Plat Book 26, Page(s) 2, of the Public Records of St. Lucie County, Florida.

Parcel Identification Number: 3315-703-0007-000-3

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2021.

Darrick Bailey
A Great Home LLC
751 Enterprise Dr. Ste 105
Port St Lucie, FL 34986
Ph: 772-209-2845
Email: darrickbailey@hotmail.com

July 29, 2022

Anne Cox, AICP, Assistant Director
Planning and Zoning Dept.
121 SW Port St. Lucie Blvd .
Port St. Lucie FL, 34984

RE : Site Plan Application for
Lot 18, Block B, of G.O. Team Ind. Park Unit Three.

Dear Ms. Cox:

This letter should inform you that Abraham Chabab is the owner's agent for the above mentioned property. Issues regarding Planning and Zoning Department and related items shall be addressed to his office which is located at the following address:

Abraham F. Chabab, P.E.
1391 NW St. Lucie West Blvd # 411
Port. St. Lucie , FL. 34986

Please be advised that the owner is requesting courtesy copies be sent to owner's address of all correspondences. Should you have any questions or require any additional information, please contact us at your convenience .

In witness whereof , I hereunto
set my hand and official seal

Crystal Nayl
Notary Public

8/8/22
Date

My commission expires
11/06/2023

Notary Public State of Florida
Crystal E Naylon
My Commission GG 929549
Expires 11/06/2023

A Great Home, LLC
Rezoning
P22-320

Planning & Zoning Board Hearing

January 3, 2023

Bethany Grubbs

Planner III

Request:

The Applicant is requesting approval to rezone 3.23 acres of property from Industrial (IN) to 2.46 acres of CS (Service Commercial) and 0.77 acres of OSC (Open Space Conservation).

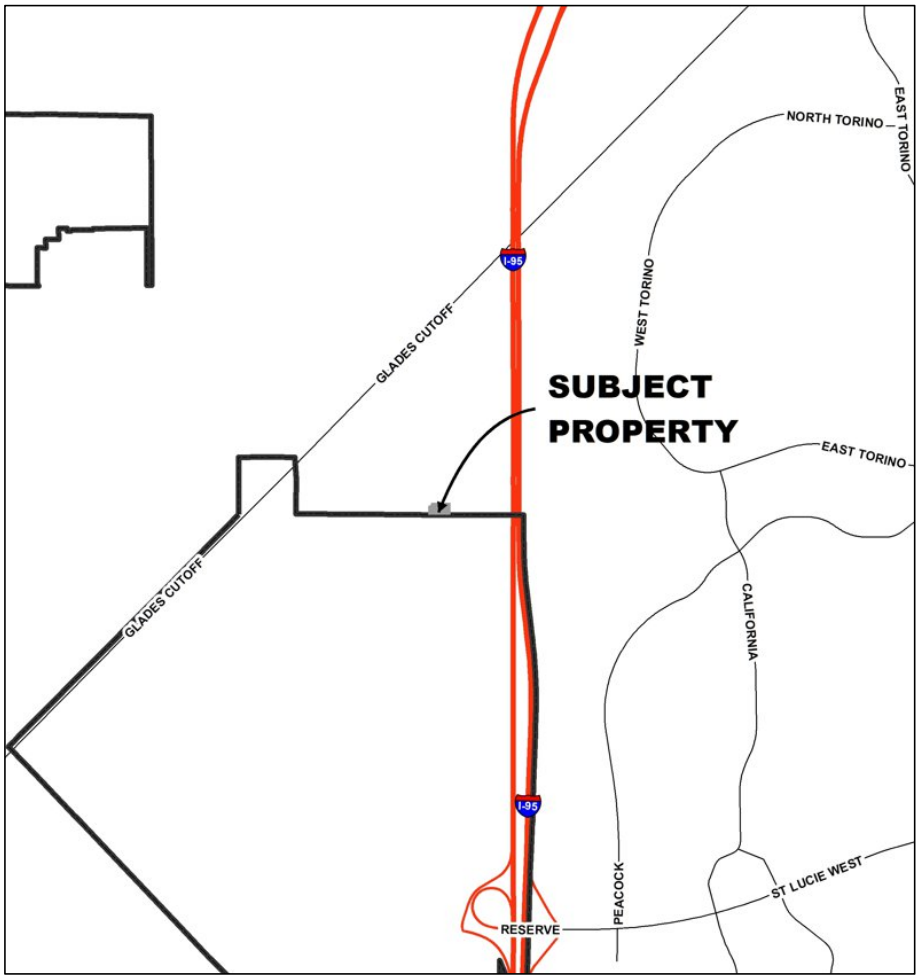
Purpose: To provide compatibility between the zoning districts and land use classifications to develop the property.

General Information:

Property Owner/Applicant – A Great Home, LLC
Agent – Abraham Chabab, P.E.
Location – The property is located south of NW Commerce Center Drive and at the southeast corner of NW Commerce Lakes Drive in the Go Team Industrial Park.

Existing Use – Vacant Land

Location Map

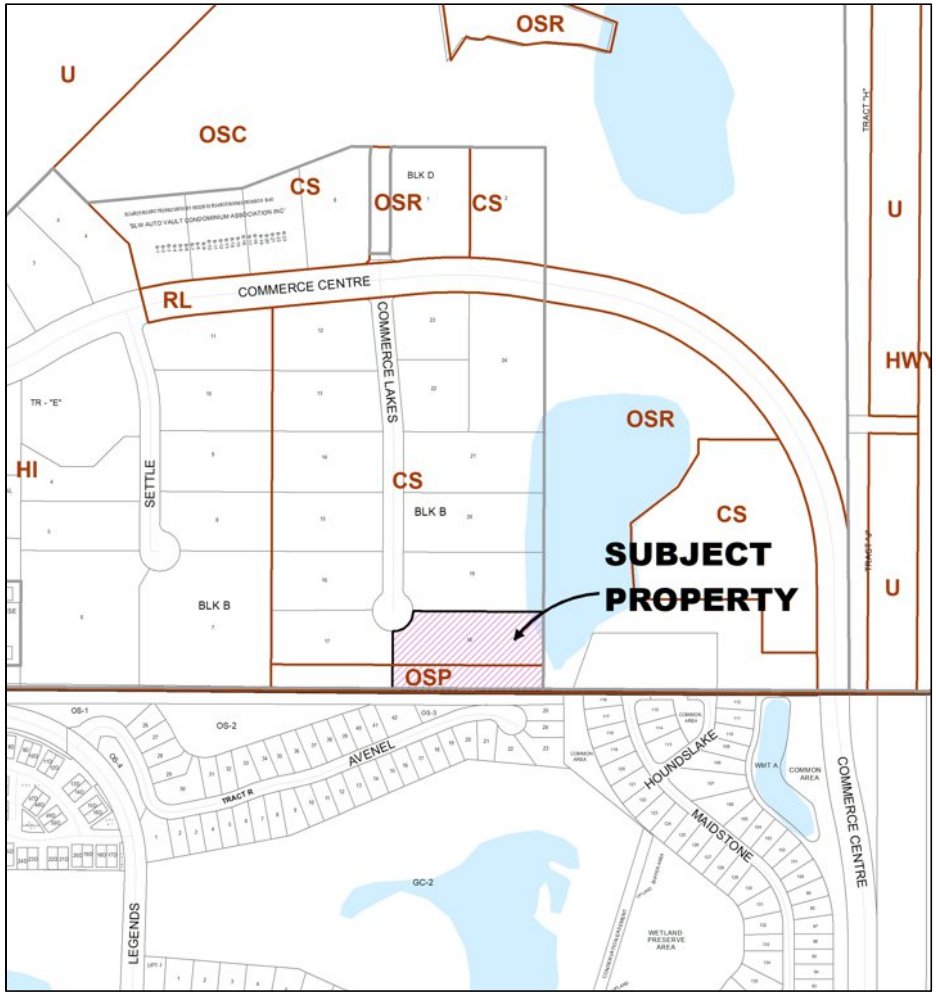


Aerial

COMMERCE CENTRE
SETTLE
COMMERCE LAKES
SUBJECT
PROPERTY
AVENEL
HOUNDSLAKE
LEGENDS
MAIDSTONE
COMMERCE CENTRE

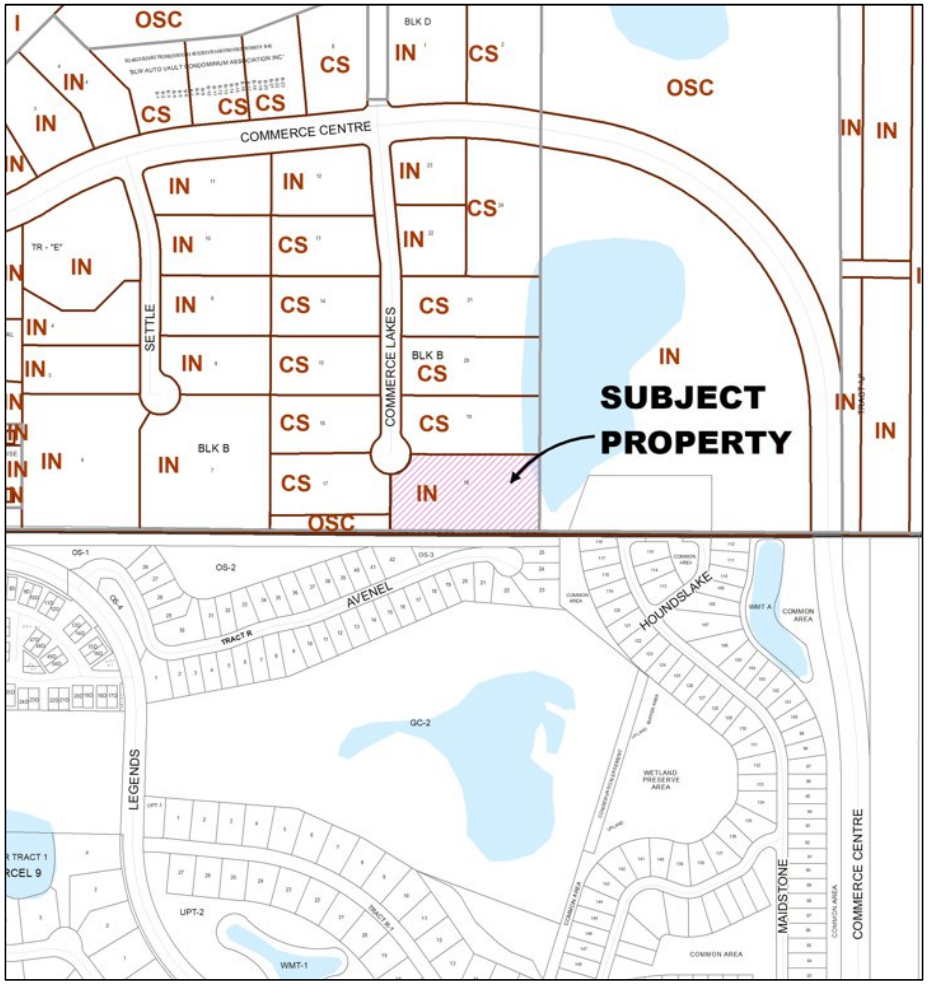
Future Land Use

CS (Service Commercial &
OSP (Open Space Preservation)



Zoning

IN (Industrial)



Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	CS	CS	Vacant (approved bobcat service facility)
South	RS - *St. Lucie County*	PUD	Single-family residential development (Pines at the Reserve)
East	OSR	IN	Vacant
West	CS/OSP	CS/OSC	Vacant (approved RV storage facility)

Policy 1.1.4.13 Future Land Use Element	
Future Land Use Classification	Compatible Zoning District
CS (Service Commercial)	CS, GU, WI

Justification

- The proposed rezoning is consistent with Policy 1.1.4.13 of the Future Land Use Element of the Comprehensive Plan which establishes the compatible future land use and zoning categories.

- The proposed CS (Service Commercial) zoning district is listed as a compatible zoning district under the CS (Service Commercial) future land use classification.

- The proposed OSC (Open Space Conservation) zoning district is listed as a compatible zoning district under the OSP (Open Space Preservation) future land use classification.

Planning & Zoning Staff Recommendation

- The Planning & Zoning Department staff recommends approval of the rezoning request.

"A City for All Ages"

Agenda Summary

2022-1026

Agenda Date: 1/3/2023 **Agenda Item No.:** 8.b

Placement: Public Hearing - Quasi Judicial

Action Requested: Motion / Vote

P22-323 PS Lucie SR CGP, LLC - Variance

Location: 1837 SW Gatlin Boulevard
Legal Description: Lot 9, Lot 10 and Tract P of Block 1702
This is a request for a variance from Section 3.0.8. of the City of Port St. Lucie City Wide Design Standards Manual for the orientation of the garage doors for a car wash.

Submitted By: Bethany Grubbs, Planner III

Executive Summary: The applicant is requesting a variance from Section 3.0.8. of the City of Port St. Lucie City Wide Design Standards Manual to allow for garage doors to face both SW Gatlin Boulevard and SW Import Drive. The applicant is proposing to develop a car wash. The first door (garage door #1), which faces SW Gatlin Boulevard, is intended to provide ventilation to any employees that may be working in the tunnel during business hours. The second door (garage door #2), which faces SW Import Drive, is for vehicle access.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Board approve the variance.

Alternate Recommendations:

1. Move that the Board amend the recommendation or provide conditions and approve the variance.
2. Move that the Board deny the variance.
3. Move that the Board table or continue the hearing or review to a future meeting

Background: See attached staff report.

Issues/Analysis: See attached staff report.

Special Consideration: See attached staff report.

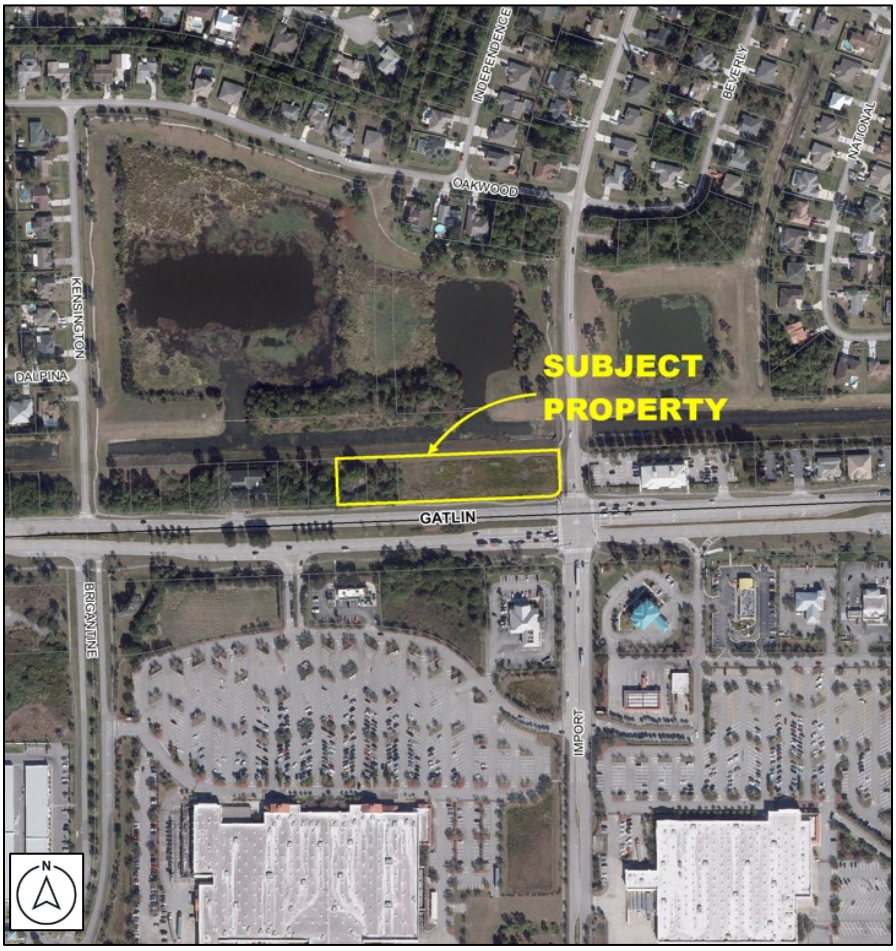
Location of Project: The property is located at the northwest intersections of SW Gatlin Boulevard and SW Import Drive.

Attachments:

1. Staff Report
2. Application, Applicant's Response to Questions, Owner's Authorization, Deed

3. Conceptual Plan
4. Elevations
5. Staff Presentation

PS Lucie SR CGP, LLC
Variance
P22-323



Aerial Map

SUMMARY

Applicant's Request:	A variance from Section 3.0.8. of the City of Port St. Lucie City Wide Design Standards Manual for the orientation of a garage door for a car wash.
Application Type:	Variance
Applicant:	Lauren Burleson, Driven Brands, Inc.
Property Owner:	Chad J. Post, PS Lucie SR CGP, LLC
Address:	1837 SW Gatlin Boulevard
Location:	The property is located at the northwest intersections of SW Gatlin Boulevard and SW Import Drive
Project Planner:	Bethany L. Grubbs, Planner III

Background

On December 6, 2022, the Planning and Zoning Board tabled this application to a date certain to allow the applicant the opportunity to explore alternative ventilation design options for the proposed garage door facing Gatlin Boulevard. The applicant has submitted revised building elevations that depict a single swing door in lieu of the originally proposed louvers. The single door may be left open during the day to provide for ventilation. This variance request is to allow a garage door to face SW Import Drive.

Project Description

The applicant is requesting a variance from Section 3.0.8. of the City of Port St. Lucie City Wide Design Standards Manual to allow for a garage door to face SW Import Drive. The applicant is proposing to develop a car wash. The garage door is for vehicle egress. The vehicles will enter through the garage door on the west end of the building and by use of a conveyor belt system, be guided through the tunnel and exit on the opposite side of the building.

The City of Port St. Lucie Citywide Design Standards manual requires that buildings with commercial land use, located on corner lots that face an arterial or collector road, garage doors or open bays must be oriented to a side of the property not facing an arterial, collector, or local road corner.

Exhibit 1: Conceptual Site Plan

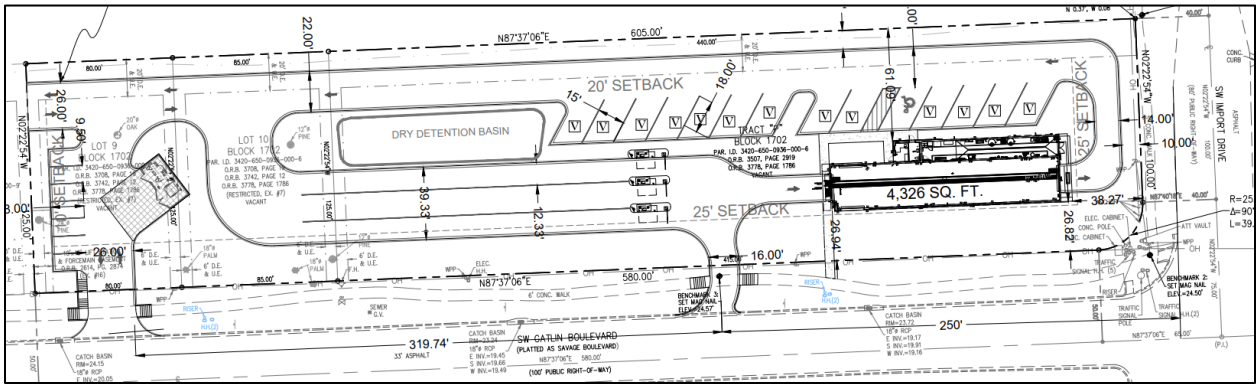
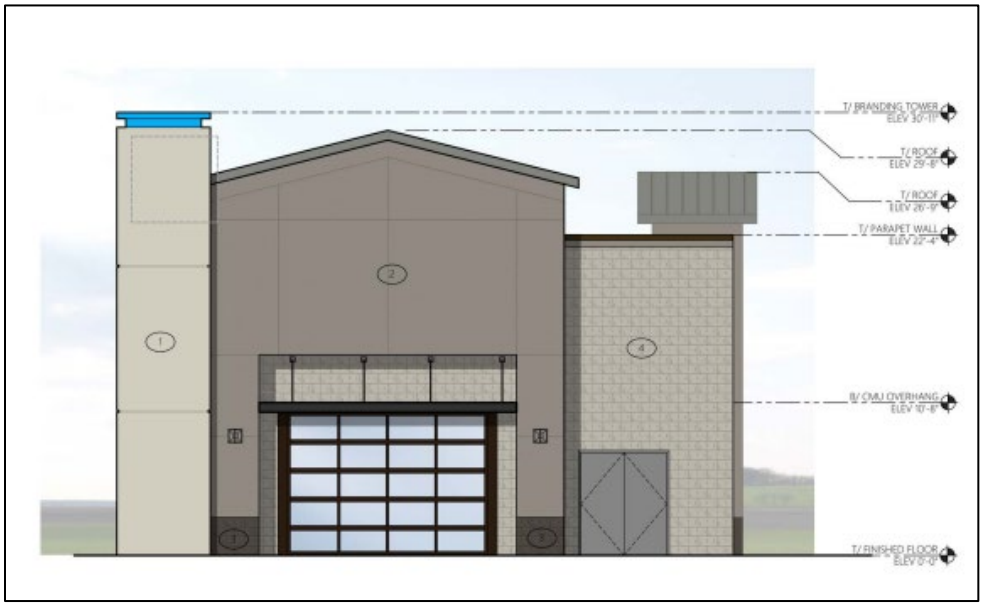


Exhibit 2: Building Elevations (East – Import Drive)



Review Criteria

An application for a variance is reviewed for consistency with Article XV of the Zoning Code, Sections 158.295 through 158.299. Final action on the application (approval or denial) is in the form of an Order of the Planning and Zoning Board following a quasi-judicial public hearing. A vote of approval by five (5) members of the Planning and Zoning Board is required to grant a variance.

Public Notice Requirements

Public notice was mailed to owners within 750 feet on November 22, 2022 and the file was included in the ad for the Planning & Zoning Board's agenda.

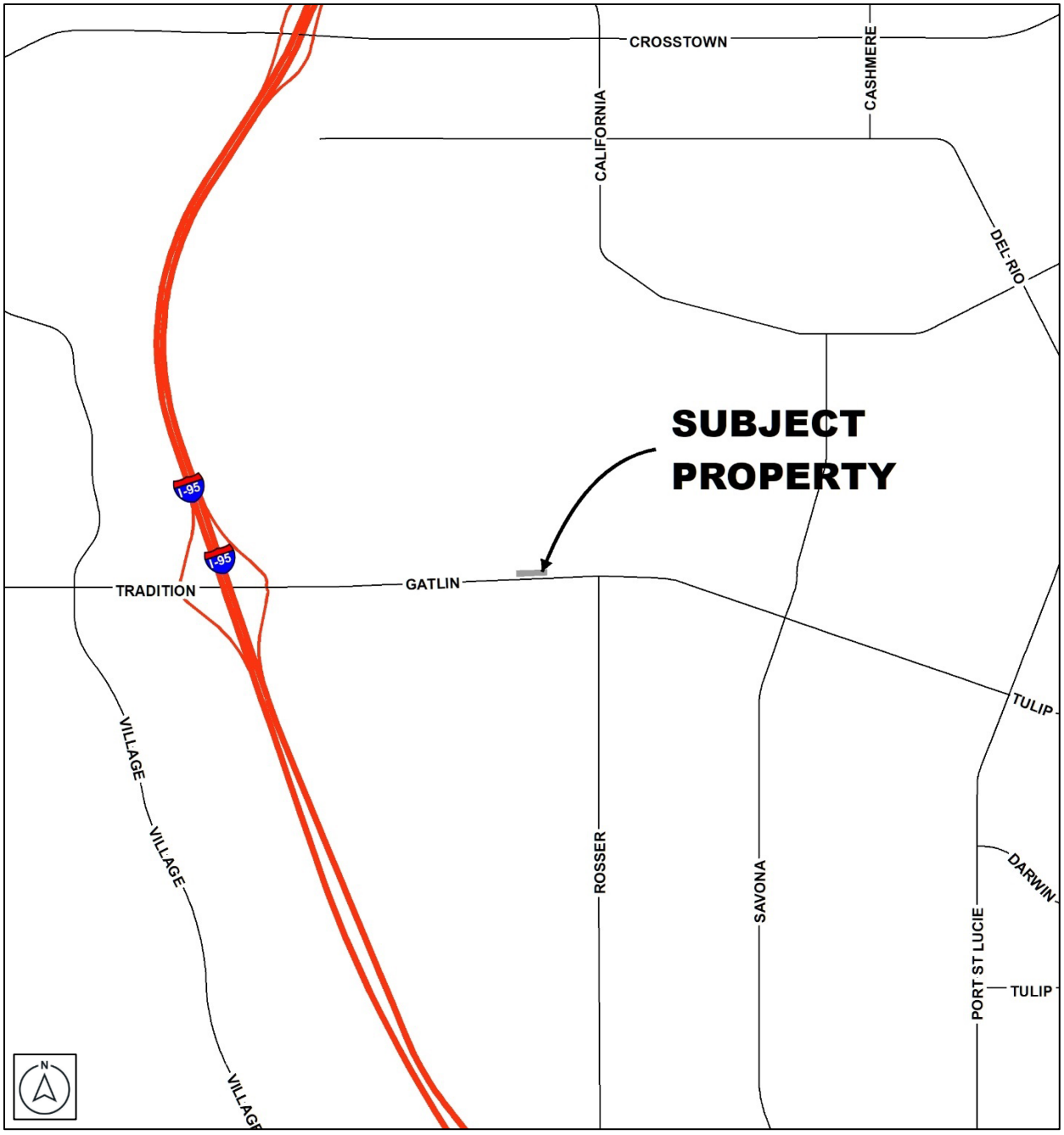
Location and Site Information

Parcel Number:	3420-650-0936-000-6
Property Size:	1.73 acres
Legal Description:	Lot 9, Lot 10 and Tract P of Block 1702
Future Land Use:	CG (General Commercial)
Existing Zoning:	CG (General Commercial)
Existing Use:	Vacant

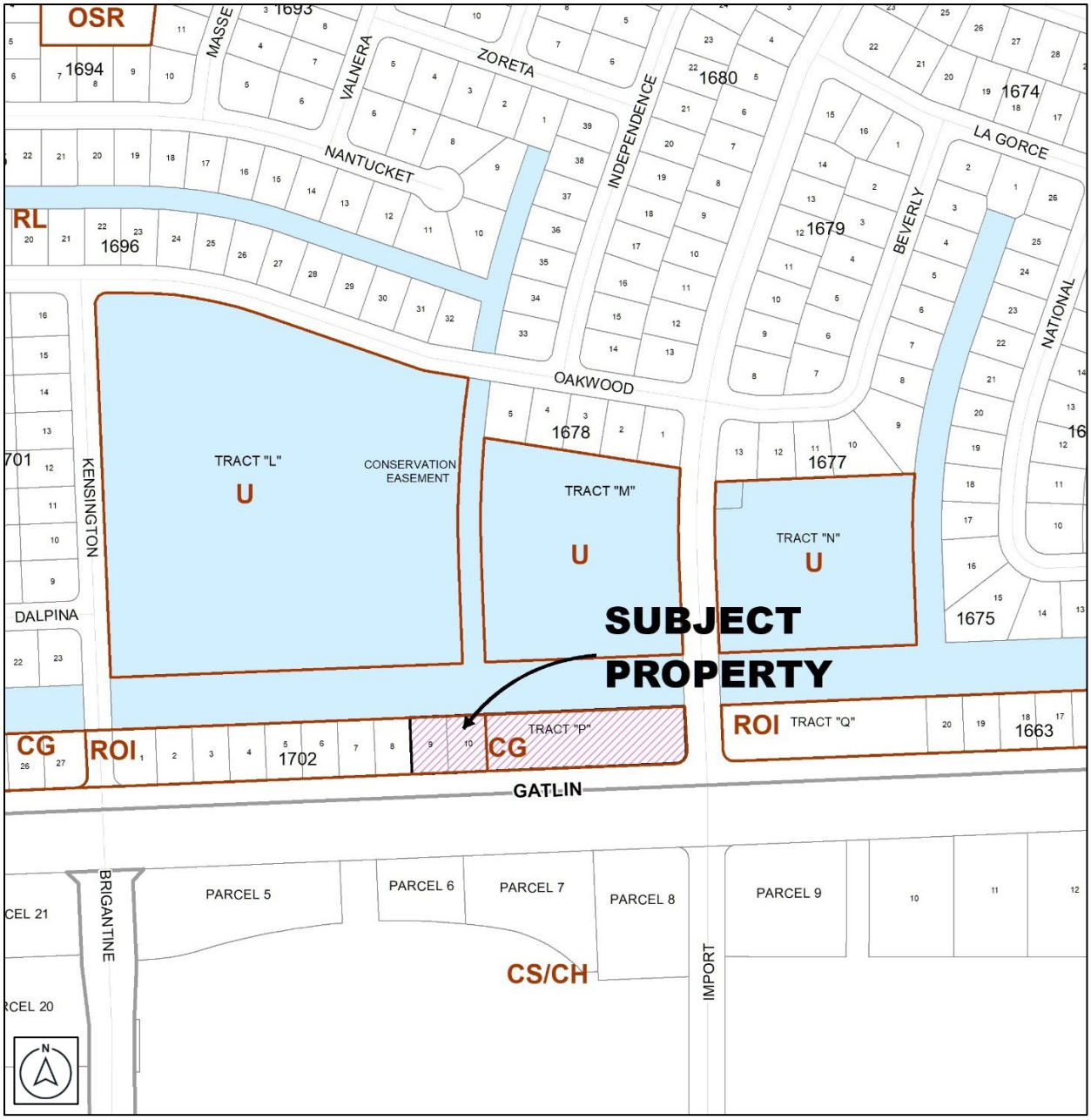
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	U	OSC	Stormwater management tract, Park
South	CS/CH	PUD	Commercial shopping center, fast food restaurant, and bank
East	ROI	P	Commercial office building
West	ROI	RS-2	Vacant

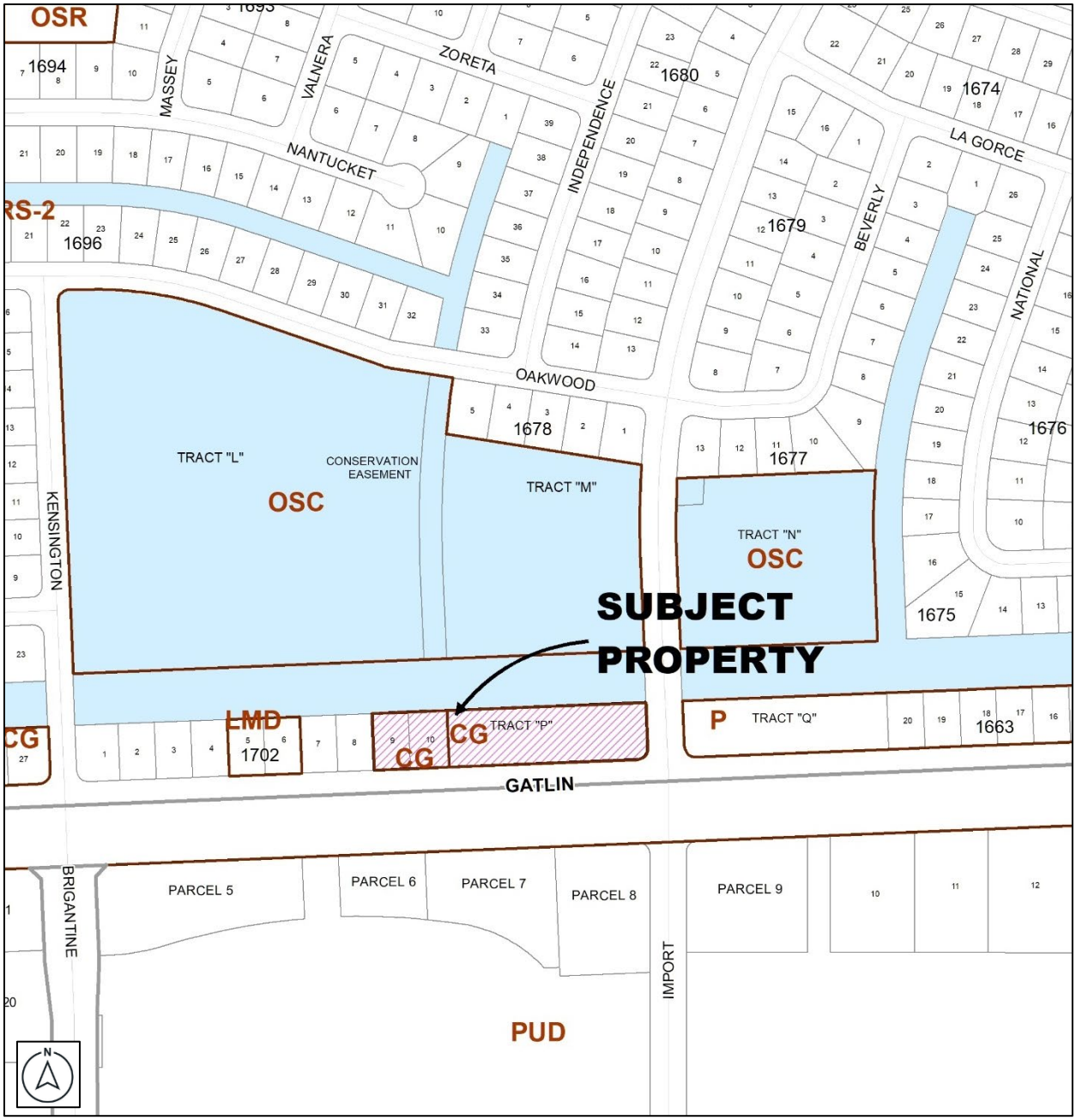
U – Utility, OSC - Conservation Open Space, CS/CH – Commercial Service, PUD - Planned Unit Development, ROI – Residential, Office, Institutional, P – Professional, RS-2 – Single-Family Residential



Location Map



Future land Use


OSR
1694
MASSEY
VALNERA
ZORETA
INDEPENDENCE
1680
1674
LA GORCE
NANTUCKET
RS-2
1696
1679
BEVERLY
NATIONAL
OAKWOOD
1678
1676
TRACT "L"
CONSERVATION EASEMENT
OSC
TRACT "M"
1677
TRACT "N"
OSC
KENSINGTON
SUBJECT PROPERTY
1675
LMD
1702
CG
CG
TRACT "P"
P
TRACT "Q"
1663
GATLIN
BRIGANTINE
PARCEL 5
PARCEL 6
PARCEL 7
PARCEL 8
PARCEL 9
IMPORT
PUD
N

Zoning

IMPACTS AND FINDINGS

Section 158.295 (B) of the Zoning Code establishes the duties of the Planning and Zoning Board in authorizing a variance. The Planning and Zoning Board may authorize the variance from the provisions of the Zoning Code as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions will result in unnecessary and undue hardship. Pursuant to Section 158.296, a variance is authorized only for height, area, and size of the structure, yard size, building setback, lot size requirements, and other applicable development regulations, excluding use. To authorize a variance, the Planning and Zoning Board should consider the criteria listed under Section 158.295 (B) (1) through (7). The applicant's response to this criterion is attached to the application. Staff's review is provided below.

See the applicant's responses that are included in the Variance application.

Compatibility with variance criteria Section 158.295 (B).

1) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.

    - *Staff Findings: The are special conditions and circumstances that exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings within the CG zoning district. Car washes are allowed upon approval of a special exception use in the CG zoning district. The fact that this is a corner lot makes the use of an automated car wash unfeasible. When cars drive through an automated car wash, each end has an opening, and the vehicle is guided on the conveyor belt system straight through the building. The garage doors are closed nightly at the end of business hours to secure the tunnel. Regardless of which direction the entrance and exit points are located, there will be one entrance or exit point facing a road. The circumstances do not result from the actions of the applicant. The proposed use is an allowable use in the CG zoning district upon special exception use approval. Because this is a corner lot, due to the standard design of the use, it is not possible for the tunnel system to meet the Citywide Design Standards.*

2) That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures, in the same zoning district.

    - *Staff Findings: Properties located within the CG zoning district are subject to the Citywide Design Standards. However, the design code restricts an automated car wash with a tunnel system that has two garage doors from being allowed on a corner lot that has two frontages.*

3) That literal interpretation of the provisions of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the chapter and would work unnecessary and undue hardship on the applicant.

    - *Staff Findings: The literal interpretation would deprive the applicant of rights enjoyed by others and would cause undue hardship for the applicant. If denied, the applicant would have to propose a different use other than an automated car wash with a tunnel system.*

4) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

    - *Staff Findings: If granted, the applicant will be allowed to move forward with the*

pending special exception use application to allow an automated car wash in the CG zoning district.

5) That the granting of the variance will be in harmony with the general intent and purpose of the chapter and that the variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

    - *Staff Findings: The variance will not be injurious to the area involved or detrimental to the public welfare. The site complies with all minimum setback and buffering requirements. Any public comment that is received will be forwarded to the Board.*

6) That there will be full compliance with any additional conditions and safeguards which the Planning and Zoning Board or Zoning Administrator may prescribe, including but not limited to reasonable time limits within which the action for which variance is required shall be begun or completed, or both.

    - *Staff Findings: Acknowledged.*

PLANNING AND ZONING BOARD ACTION OPTIONS

The Board may choose to approve, deny or table the proposed variance. If the Board finds that the variance application is consistent with the criteria as listed in Section 158.295 (B) (1) through (7) of the City code (listed above), then the Board may:

- Motion to approve
- Motion to approve with conditions

If the Board finds that the variance application is inconsistent with the criteria as listed in Section 158.295 (B) (1) through (7) of the City code, then the Board may:

- Motion to deny

Should the Board need further clarification or information from either the applicant and/or staff, the Board may:

- Motion to table or continue the hearing or review to a future meeting

(NOTE TO APPLICANTS: Any request for a variance that is denied by the Planning and Zoning Board may be appealed to the Board of Zoning Appeals. Appeal applications are made through the City Clerk's office and must be submitted within 15 days after the Planning and Zoning Board hearing).

VARIANCE APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port ST. Lucie Blvd.
Port St. Lucie, Florida 34984
(772)871-5213

FOR OFFICE USE ONLY

Planning Dept_____
Fee (Nonrefundable) $_____
Receipt #_____

Refer to "Fee Schedule" for application fee. Make check payable to the "City of Port St. Lucie. Fee is nonrefundable unless application is withdrawn prior to advertising for the Planning and Zoning Board meeting. **Attach two copies of proof of ownership (e.g.: warranty deed, affidavit), a copy of recent survey and a statement addressing each of the attached criteria.**

PRIMARY CONTACT EMAIL ADDRESS: BZackery@a-ces.com

PROPERTY OWNER:

Name: PS Lucie SR CGP, LLC

Address: 361 Summit Blvd Suite 110

Telephone No. _____

APPLICANT (IF OTHER THAN OWNER, ATTACH AUTHORIZATION TO ACT AS AGENT):

Name: Lauren Burleson

Address: 440 S Church Street Suite 700, Charlotte, NC 28202

Telephone No. (704) 377-8855 Email lauren.burleson@drivenbrands.com

SUBJECT PROPERTY:

Legal Description: Lots 9 and 10, and tract P, Block 1702, Port St. Lucie Section Thirty One, According to the plat thereof, as recorded in Plat Book 14, Pages 22, 22A though 22G, inclusive, of the public records of St. Lucie County, Florida.

Parcel I.D. Number: 3420-650-0936-00-6

Address: 1837 SW Gatlin Boulevard

Current Zoning Classification CG- General Commercial

Description of requested variance and applicable conditions/circumstances justifying request (continue on separate sheet, if necessary): Provide documentation that the attached variance criteria have been met.

A variance is requested to allow for garage doors to face both Gatlin Blvd. and Import Drive. The Garage door facing Gatlin Blvd. is not for a point of access. No pavement or travel way leads up to this point of the building from the exterior. This door is only to provide proper ventilation to any employees that may be working in the tunnel during business hours. The second door that faces Import Dr. is for vehicle access however it does not lead to a driveway that opens on to Import Dr. Additionally, due to the use being a car wash the building would require this access point to function and a denial of this variance would create a special exception where car wash are not allowed on corner lots that they are approved of by the overlying zoning district.

Lauren Burleson — Signature of Applicant
Lauren Burleson — Hand Print Name
10/28/2022 — Date

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

§ 158.295 PLANNING AND ZONING BOARD OR ZONING ADMINISTRATOR (DIRECTOR OF PLANNING AND ZONING) TO HEAR VARIANCES; POWERS AND DUTIES OF BOARD AND ZONING ADMINISTRATOR

(C) Duties of the Zoning Administrator and Planning and Zoning Board in authorizing a variance. The Planning and Zoning Board and Zoning Administrator may authorize the variance from the provisions of this chapter as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions will result in unnecessary and undue hardship. In order to authorize any variance from the terms of this chapter, the Planning and Zoning Board or Zoning Administrator should consider:

(1) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;

(2) That the special conditions and circumstances do not result from any action of the applicant;

(3) That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures, in the same zoning district;

(4) That literal interpretation of the provisions of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the chapter and would work unnecessary and undue hardship on the applicant;

(5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure;

(6) That the granting of the variance will be in harmony with the general intent and purpose of the chapter and that the variance will not be injurious to the area involved or otherwise detrimental to the public welfare;

(7) That there will be full compliance with any additional conditions and safeguards which the Planning and Zoning Board or Zoning Administrator may prescribe, including but not limited to reasonable time limits within which the action for which variance is required shall be begun or completed, or both.

VARIANCES

The Planning and Zoning Board and Zoning Administrator may authorize the variance from the provisions of this chapter as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions will result in unnecessary and undue hardship. In order to authorize any variance from the terms of this chapter, the Planning and Zoning Board or Zoning Administrator will consider the variance criteria in **§ 158.295 (C) 1-7 and consider your responses to the following when making a determination.**

(1) Please explain special conditions and circumstances that exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;

The existing site is a corner lot. No orientation of the proposed car wash tunnel, which is allowed by right in this zoning district, would be able to not face either of the two right of ways.

(2) Please explain if these conditions and circumstances result from actions by the applicant;

An additional garage door will face toward Gatlin Boulevard that is used purely for ventilation purposes for employees during business hours only, no pavement leads up to the door for any sort of vehicular or pedestrian access.

(3) Please explain how granting the variance requested will not confer on the applicant special privilege that is denied by this chapter to other lands, buildings, or structures, in the same zoning district;

Denying the allowance of a garage door facing these streets would cause this use to not be allowed in a district that has been pre-approved for this use.

(4) Please explain how a literal interpretation of the provisions of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the chapter and would work unnecessary and undue hardship on the applicant;

We are seeking a variance to allow for garage doors to face right of ways. The use is allowed by right to the zoning district we are currently zoned as, however this restriction would cause a car wash tunnel that has at least two garage doors to not be allowed on a corner lot that has two frontages on two right of ways sharing a corner.

(5) Please illustrate and explain if the variance requested is the minimum variance that will make possible the reasonable use of the land, building, or structure;

(6) Please indicate how granting variance will be in harmony with the general intent and purpose of the chapter and that granting the variance will not be injurious to the area involved or otherwise detrimental to the public welfare;

The additional of a third garage door facing Gatlin Blvd. would not impact the requirement to not allow garage doors to face right of ways, because it will not be used as an access point for any through traffic of any kind. The sole purpose of the point is to provided proper ventilation for employees.

(7) Please indicate that there will be full compliance with any additional conditions and safeguards which the Planning and Zoning Board or Zoning Administrator may prescribe, including but not limited to reasonable time limits within which the action for which variance is required shall be begun or completed, or both.

We are prepared to meet any additional requirement the Planning and Zoning Board or Zoning Administrator may prescribe in order obtain a variance to allow the garage doors to open toward the two right of ways the property fronts.

Lauren Burleson	Lauren Burleson	10/28/2022
Signature of Applicant	Hand Print Name	Date

DocuSign Envelope ID: A5826CD2-B809-4B86-B1F5-6C6C336E560F

May 19, 2022

City of Port St. Lucie, FL
Planning and Zoning
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

RE: Agent Authorization Letter
Lots 9, 10 and Tract P, Block 1702, Port St. Lucie Section Thirty One
Parcel ID 3420-650-0936-000-6

To Whom it May Concern:

I, Chad J. Post, as Authorized Agent, of PS Lucie SR CGP, LLC and owner of Lots 9, 10 and Tract P hereby authorize and designate Driven Brands to act as my agent for any matters relating to the proposed carwash development on aforementioned property. This authorization includes, but is not limited to, submitting and providing documentation (permit applications, engineered drawings, site plans, etc.) as needed for the approvals of the proposed development. Representatives shall include, but is not limited to, engineering firm, architectural firm, contractors, etc.

By signing this document, I hereby acknowledge that I am authorized and possess the authority to execute this agent authorization document.

PS Lucie SR CGP, LLC

By: DocuSigned by: Chad J. Post DCB7F1E2DE074FE...

Chad J. Post
Authorized Agent

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4982482 OR BOOK 4759 PAGE 847, Recorded 01/21/2022 12:44:49 PM Doc Tax: $9100.00

This Instrument Prepared By:
Scott Frederick
Baker Donelson Bearman Caldwell & Berkowitz, PC
420 20th Street North, Suite 1400
Birmingham, Alabama 35203

After recording, send deed and tax notices to:
PS Lucie SR CGP, LLC
361 Summit Blvd., Suite 110
Birmingham, AL 35243

Parcel ID No. 3420-650-0936-000-6

SPECIAL WARRANTY DEED

THIS IS A SPECIAL WARRANTY DEED executed and delivered to be effective as of the 16 day of December, 2021, by **SHILLELAGH GROUP, LLC**, a Delaware limited liability company, whose address is 114 Hammon Avenue, Palm Beach, Florida 33480 ("Grantor"), to **PS LUCIE SR CGP, LLC**, a Delaware limited liability company, whose address is 361 Summit Blvd., Suite 110, Birmingham, Alabama 35243 (hereinafter referred to as the "Grantee").

KNOW ALL PERSONS BY THESE PRESENTS, That in consideration of the sum of Ten and 00/100 Dollars and ($10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents grant, bargain, sell and convey unto Grantee that certain real property situated in St. Lucie County, Florida, as more particularly described on Exhibit A attached hereto and incorporated herein (the "Property");

TOGETHER WITH all appurtenances thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD unto Grantee forever in FEE SIMPLE, subject to real estate taxes for the year 2022 and all subsequent years not yet due and payable and those matters more particularly set forth on the attached Exhibit B (collectively, the "Permitted Exceptions");

AND THE SAID Grantor shall warrant and forever defend the right, title and interest to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

[Remainder page intentionally left blank]

IN WITNESS WHEREOF, the undersigned Grantor has duly executed this instrument under seal to be effective as of the date first set forth above.

Signed, sealed, and delivered in the presence of:

Maria C Miller
Print name: Maria C Miller

Anne Osborne
Print name: ANNE OSBORNE

GRANTOR:

SHILLELAGH GROUP, LLC,
a Delaware limited liability company

By: _____
Name: Michael J. Flynn
Title: Member

STATE OF CONNECTICUT)
)ss:
COUNTY OF Fairfield)

The foregoing instrument was acknowledged before me by means of physical presence, this 16 day of December, 2021, by **Michael J. Flynn, Member of SHILLELAGH GROUP, LLC,** a Delaware limited liability company. He/She is personally known to me or has produced Driver License + Passport as identification.

Maria C Miller
NOTARY PUBLIC Maria C Miller

My Commission Expires: 8/31/2025

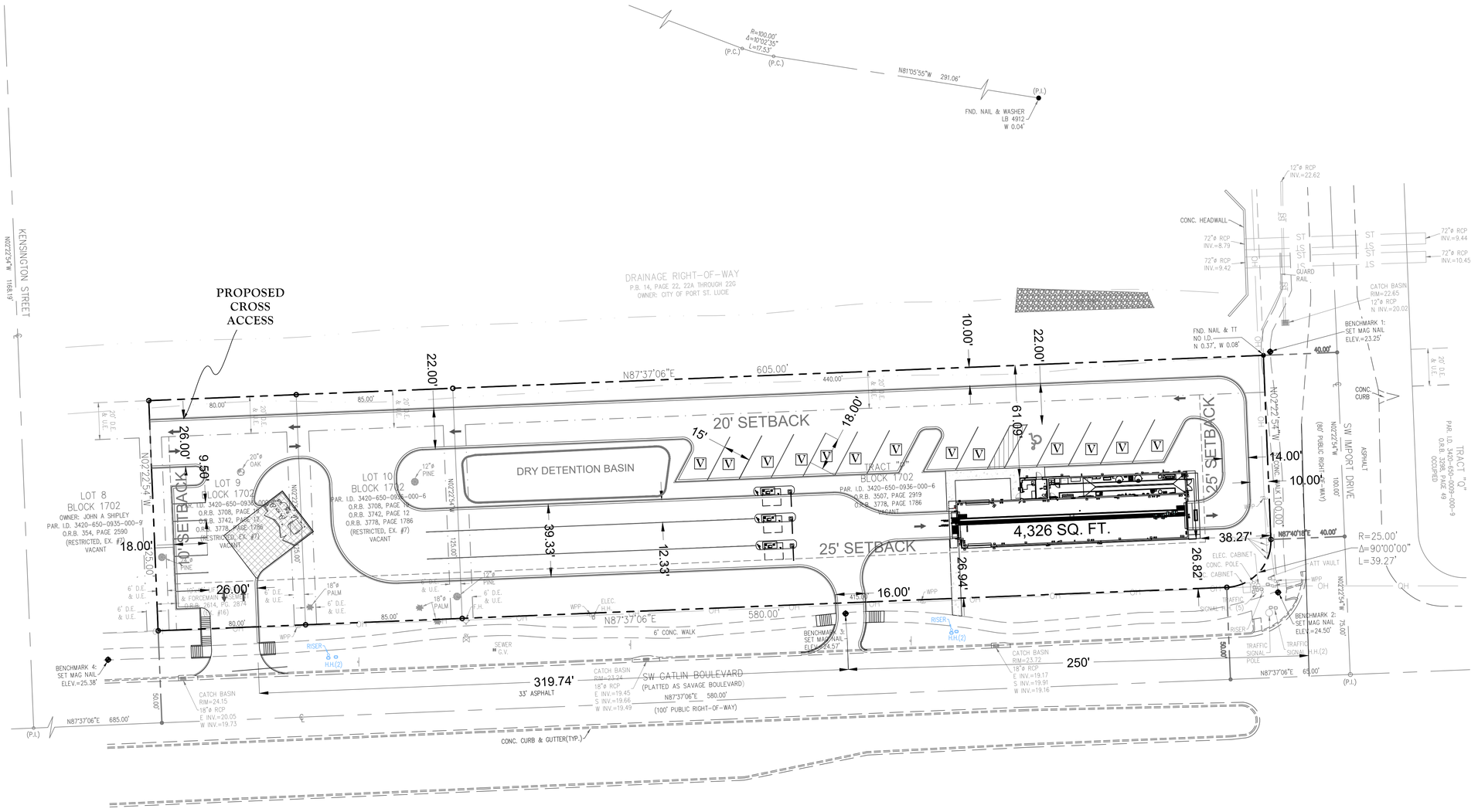
MARIA C MILLER
Notary Public
Connecticut
My Commission Expires Aug 31, 2025

Exhibit A
Legal Description

Lots 9 and 10, and Tract P, Block 1702, Port St. Lucie Section Thirty One, according to the plat thereof, as recorded in Plat Book 14, Page 22, 22A through 22G, inclusive, of the Public Records of St. Lucie County, Florida.

Exhibit B
Permitted Exceptions

1. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Port St. Lucie Section Thirty One, recorded in Plat Book 14, Page 22, 22A - 22G, inclusive, of the Public Records of St. Lucie County, Florida.
2. Restrictions, covenants, and conditions as set forth in the Declaration of Restrictions recorded in Official Records Book 165, Page 2155.
3. Assignment Agreement recorded August 13, 1985 in Official Records Book 473, Page 1177.
4. Stipulated Order of Taking recorded in Official Records Book 817, Page 2091, as affected by Property Interest Assignment and Assumption Agreement and Deed of Transfer in Official Records Book 922, Page 1179, and as affected by Amended Order of Taking recorded in official Records Book 1013, page 2229, and as affected by Assignment and Assumption Agreement recorded in Official Records Book 1141, Page 2395.
5. Ordinance No. 95-039 recorded in Official Records Book 981, Page 1615.
6. Ordinance No. 95-039 recorded in Official Records Book 992, Page 2862.
7. Resolution No. 98-R49 recorded in Official Records Book 1157, Page 2701.
8. Ordinance No. 99-001 recorded in Official Records Book 1203, Page 1026.
9. Ordinance No. 00-002 recorded in Official Records Book 1301, Page 2302.
10. Revocable Encroachment Permit recorded September 23, 2002, in Official Records Book 1584, Page 1398.
11. Access and Utility Easement granted to the City of Port St. Lucie recorded July 19, 2006, in Official Records Book 2614, Page 2874.
12. Resolution No. 13-121 recorded in Official Records Book 3541, Page 731.
13. Unity of Title recorded May 1,2015 in Official Records Book 3742, Page 12 and amended in Official Records Book 3778, Page 1786.
14. Utility Service Agreement with the City of Port St. Lucie recorded December 18, 2015, in Official Records Book 3818, Page 2473.



ACES
ARNOLD CONSULTING
ENGINEERING SERVICES, INC.
P.O. BOX 1338
BOWLING GREEN, KY 42101
PHONE (270) 780-9445

DATE: 09/13/2022
SCALE: 1" = 30'
DRAWN BY: B. McDANIEL
CHECKED BY: B. ZACKERY
FILE PATH: Z:\SITEDEVELOPMENT\2022\TAKE 5 PORT ST LUCIE,FL...

N

0' 30' 60' 90'
SCALE: 1" = 30'

CAR WASH
SW GATLIN BLVD
PORT ST. LUCIE, FL

CONCEPT 3

P22-155

1 NORTH ELEVATION 3/16" = 1'-0"

2 EAST 3/16" = 1'-0"

3 WEST 3/16" = 1'-0"

4 SOUTH ELEVATION 3/16" = 1'-0"

EXTERIOR FINISH & COLOR PERCENTAGE OF EAST ELEV.			
NO.	AREA	COLOR	%
	GLAZING		13%
1	TOWER	BY MANUF. MATCH SW 6169 SEDATE GRAY	13%
2	STUCCO	MATCH SW COLOR #7018 DOVETAIL	30%
3	DARK CMU	MATCH SW COLOR #7020, BLACK FOX	2%
4	SPLIT FACE CMU	MATCH SW COLOR # 7016, MINDFUL GRAY	40.4%
	METAL ROOF	SLATE GRAY	
	ALUM. COPING	DARK BRONZE	
	STOTEFRONT	CLEAR ANODIZED	

EXTERIOR FINISH & COLOR PERCENTAGE OF NORTH ELEV.			
NO.	AREA	COLOR	%
	GLAZING		4%
2	STUCCO	MATCH SW COLOR #7018 DOVETAIL	31%
3	DARK CMU	MATCH SW COLOR #7020, BLACK FOX	2.2%
4	SPLIT FACE CMU	MATCH SW COLOR # 7016, MINDFUL GRAY	58%

EXTERIOR FINISH & COLOR PERCENTAGE OF EAST ELEV.			
NO.	AREA	COLOR	%
	GLAZING		12%
1	TOWER	BY MANUF. MATCH SW 6169 SEDATE GRAY	17.3%
2	STUCCO	MATCH SW COLOR #7018 DOVETAIL	36%
3	DARK CMU	MATCH SW COLOR #7020, BLACK FOX	1.6%
4	SPLIT FACE CMU	MATCH SW COLOR # 7016, MINDFUL GRAY	27%

EXTERIOR FINISH & COLOR PERCENTAGE OF WEST ELEV.			
NO.	AREA	COLOR	%
	GLAZING		16%
2	STUCCO	MATCH SW COLOR #7018 DOVETAIL	50%
3	DARK CMU	MATCH SW COLOR #7020, BLACK FOX	2%
4	SPLIT FACE CMU	MATCH SW COLOR # 7016, MINDFUL GRAY	27%

EXTERIOR FINISH & COLOR PERCENTAGE OF SOUTH ELEV.			
NO.	AREA	COLOR	%
	GLAZING		21%
1	TOWER	BY MANUF. MATCH SW 6169 SEDATE GRAY	21%
2	STUCCO	MATCH SW COLOR #7018 DOVETAIL	21%
3	DARK CMU	MATCH SW COLOR #7020, BLACK FOX	1.3%
4	SPLIT FACE CMU	MATCH SW COLOR # 7016, MINDFUL GRAY	33.1%

ARCHITECT OF RECORD:
RALPH M. COLEMAN
FLORIDA REGISTERED
ARCHITECT
201 RIVERPLACE, SUITE 401
GREENVILLE, SC 29601
PHONE: 864.451.5288

COR3 DESIGN, LLC
ARCHITECTURE

COR3 Design, LLC
Commercial, Office, Retail, Restaurant, Real Estate Development
201 RiverPlace
Suite 401
Greenville, SC 29601
Phone: 864.451.5288
Fax: 864.990.3085
www.cor3design.com

Consultants:
STRUCTURAL
Mark A. Hudson, PE
1350 C Cleveland Street
Greenville, SC 29607
864.235.3580
PLUMBING
Michael S. Dennis P.E.
870 Cleveland St, STE 1D
Greenville, SC 29601
864.271.6535
MECHANICAL
Michael S. Dennis P.E.
870 Cleveland St, STE 1D
Greenville, SC 29601
864.271.6535
ELECTRICAL
Hugh P. Bunn, PE
912 S. Pine Street
Spartanburg, SC 29302
864.583.2795

Project Title :
TAKE 5 CW PORT ST. LUCIE, FL
1801 SW GATLIN BLVD. PORT ST. LUCIE, FL 34953

Client Logo:

Seals :

Revisions :
10.12.2022 Issue for Permit

Project Number :
22022
Phase :
CD
Date :
10.12.2022
Drawn By :
-
Checked By :
-

Sheet Number:
A200

Sheet Title :
ELEVATIONS

THIS DRAWING IS THE PROPERTY OF COR3 DESIGN, LLC. AND IS COPY RIGHT PROTECTED. IT IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART. IT IS ONLY TO BE USED FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN AND IS NOT TO BE USED FOR ANY OTHER PROJECT. IT IS TO BE RETURNED UPON REQUEST.

PS Lucie SR CGP, LLC
Variance Application
P22-323

Planning and Zoning Board

January 3, 2022

Bethany Grubbs, Planner III

Background

On December 6, 2022, the Planning and Zoning Board tabled this application to a date certain to allow the applicant the opportunity to explore alternative ventilation design options for the proposed garage door facing Gatlin Boulevard. The applicant has submitted revised building elevations that depict a single swing door in lieu of the originally proposed louvers.

Request Summary

Applicant: Lauren Burleson, Driven Brands, Inc.
Owner: PS Lucie SR CGP, LLC

Address: 1837 SW Gatlin Boulevard, located at the northwest intersections of SW Gatlin Boulevard and SW Import Drive

Request: The applicant is requesting a variance from Section 3.0.8. of the City of Port St. Lucie City Wide Design Standards Manual for the orientation of the garage door for a car wash.

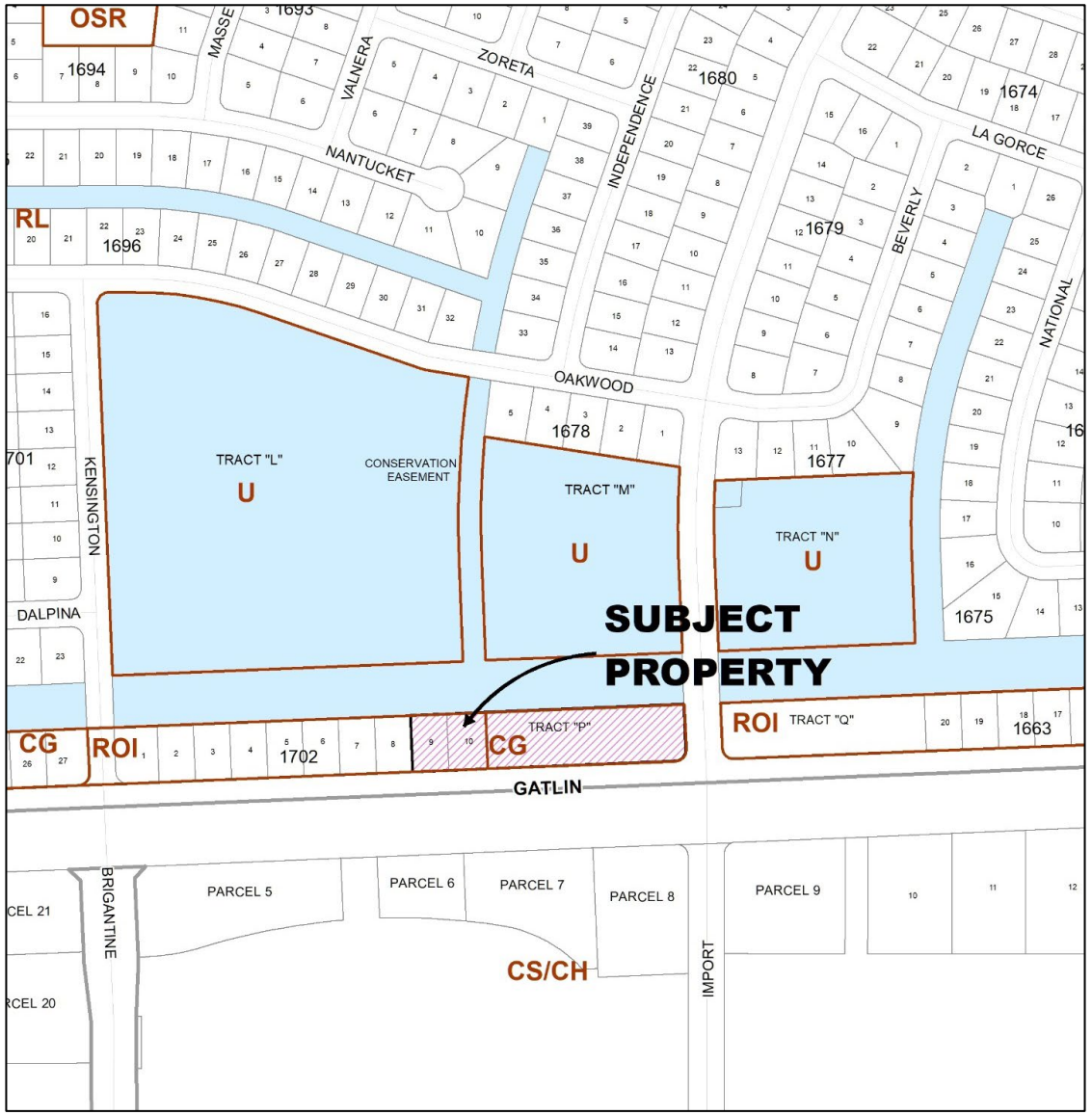
Aerial

Direction	Future Land Use	Zoning	Existing Use
North	U	OSC	Stormwater management tract, Park
South	CS/CH	PUD	Commercial shopping center, fast food restaurant, and bank
East	ROI	P	Commercial office building
West	ROI	RS-2	Vacant

Land Use

CG (General Commercial)

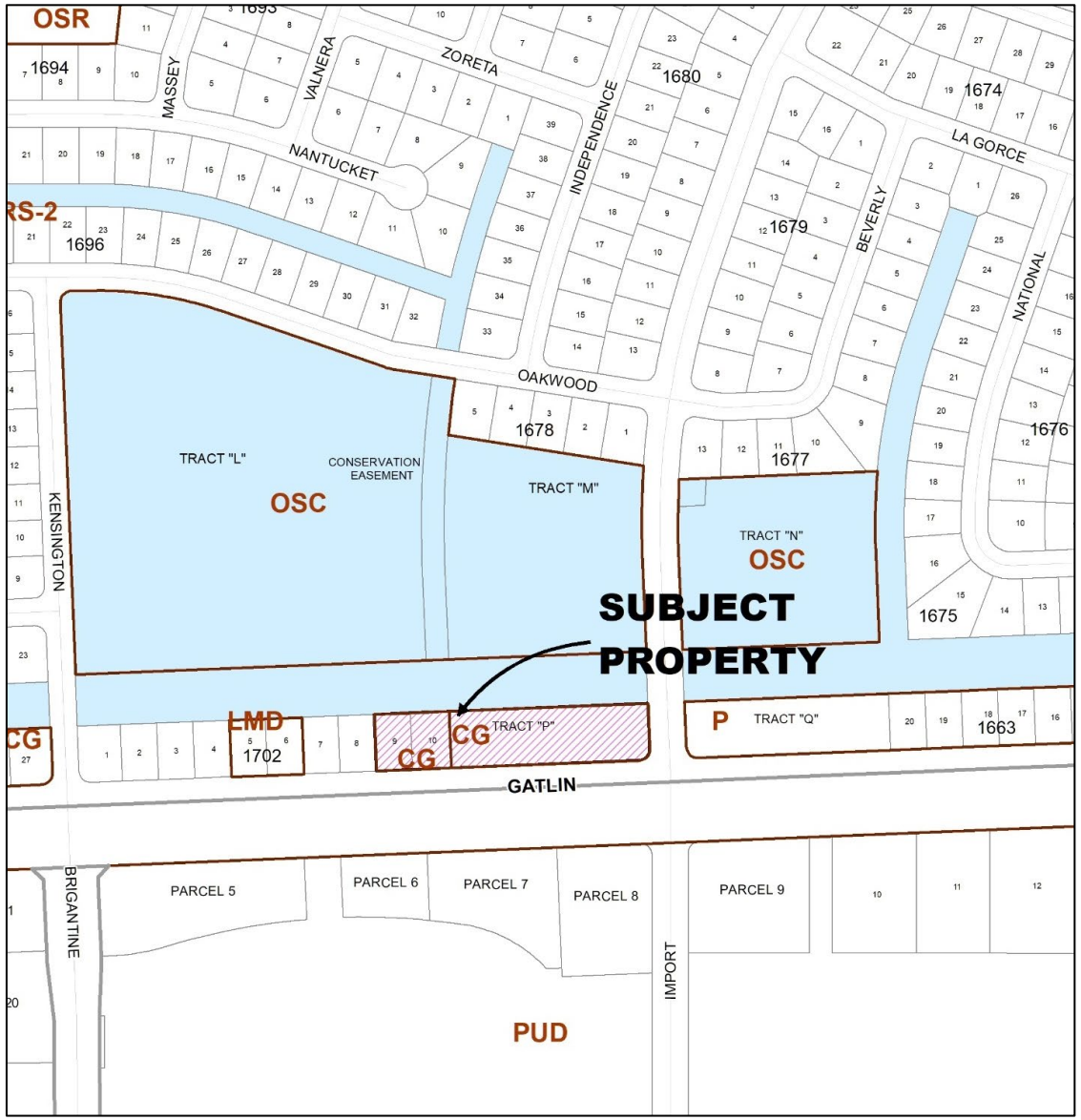
Direction	Future Land Use	Zoning	Existing Use
North	U	OSC	Stormwater management tract, Park
South	CS/CH	PUD	Commercial shopping center, fast food restaurant, and bank
East	ROI	P	Commercial office building
West	ROI	RS-2	Vacant



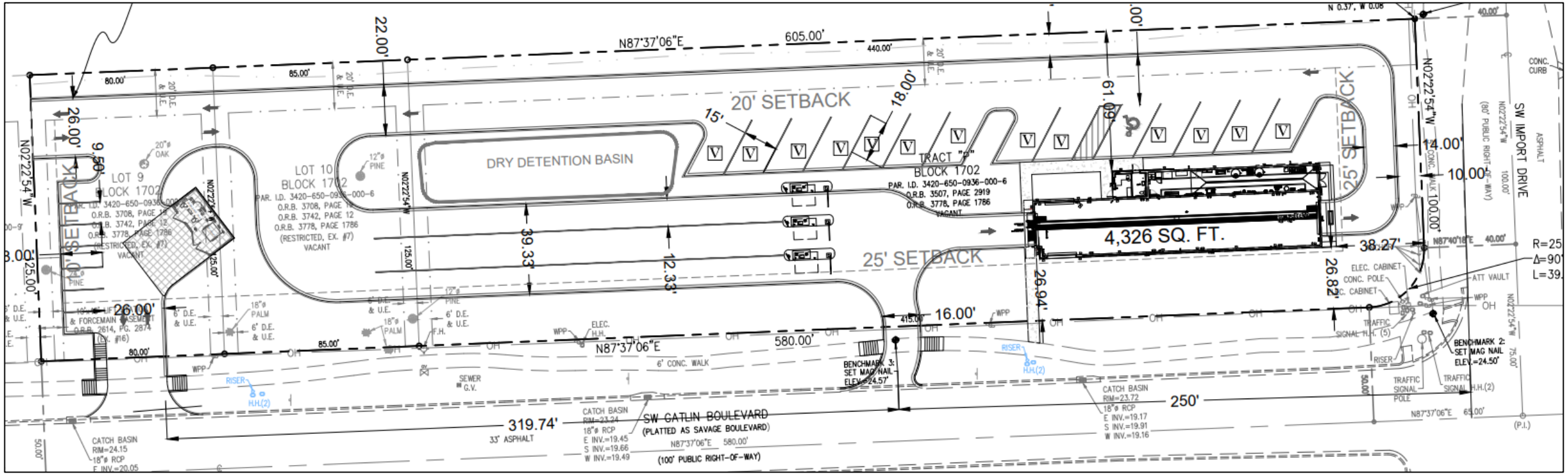
Zoning

CG (General Commercial)

Direction	Future Land Use	Zoning	Existing Use
North	CH/CG	PUD	Restaurant/ undeveloped commercial
South	RM/OSR/I	PUD	Single-family subdivision
East	CH	RM-15	Multi-family condominiums
West	OSC	GU	Stormwater tract



Conceptual Plan



Building Elevations (East – Import Drive)

Building Elevations (South – Gatlin Blvd)

** Removed Garage Doors – No longer part of this variance application*

Questions or Comments?

Planning and Zoning Board Action Options:

- Make a motion to approve
- Make a motion to approve with conditions
- Make a motion to deny
- Make a motion to table

"A City for All Ages"

Agenda Summary

2022-1021

Agenda Date: 1/3/2023 **Agenda Item No.:** 8.c

Placement: Public Hearing - Quasi Judicial

Action Requested: Motion / Vote

P22-325 St. Lucie Doctors, LLC - Variance

Location: Northwest corner of Becker Road and Darwin Boulevard

Legal Description: Lots 1-3 and 22-24, Block 2358, Port St. Lucie Section 34

A request to grant a variance to Section 4.4.3 and Section 4.6.2.1 of the Becker Road Overlay District Design Standards to allow for 52% vertical windows and a flat roof with no peaked or pitched roof elements.

Submitted By: Francis Forman, Planner II, Planning & Zoning

Executive Summary: The applicant is requesting a variance to Section 4.4.3 and Section 4.6.2.1 of the Becker Road Overlay District Design Standards to allow for 52% vertical windows and a flat roof with no peaked or pitched roof elements.

Presentation Information: A presentation will be provided.

Staff Recommendation: See staff report.

Background: See staff report.

Issues/Analysis: See staff report.

Special Consideration: N/A

Location of Project: 267 SW Becker Road

Attachments:

1. Staff Report
2. Application
3. Variance Letter
4. Elevations
5. Staff Presentation

St. Lucie Doctors, LLC
Variance (Becker Road Overlay District Design Standards)
P22-325

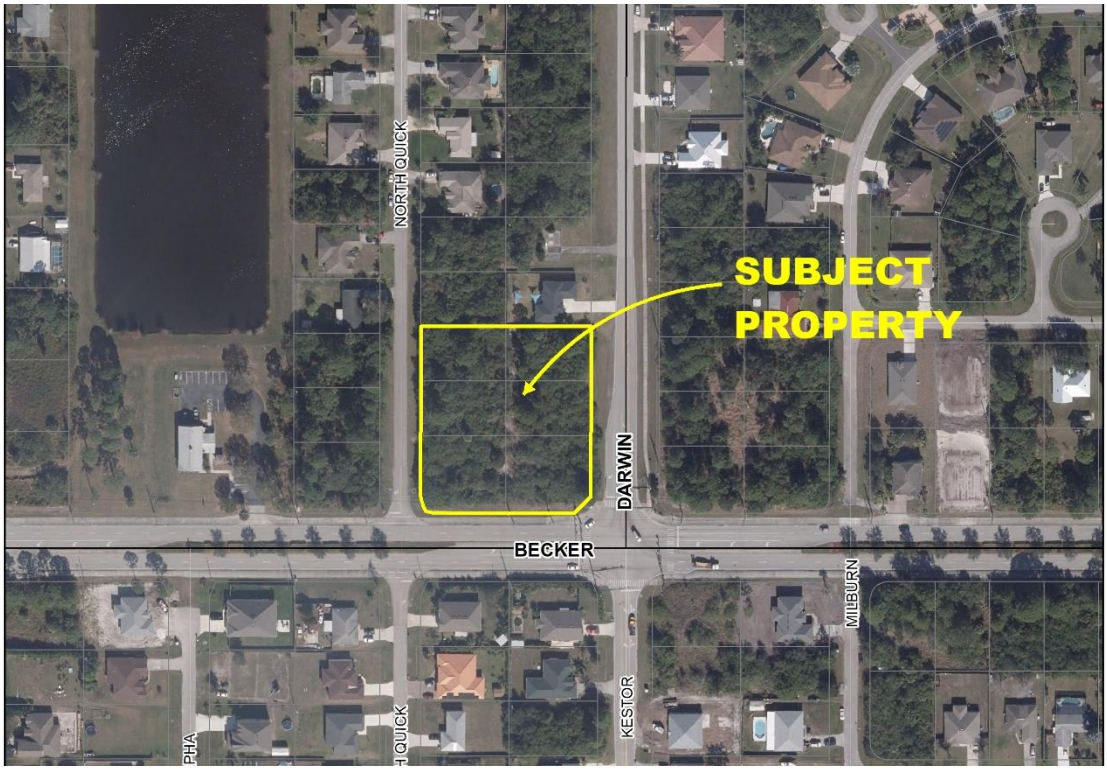


Figure 1. Aerial Map

SUMMARY

Applicant's Request:	To grant a variance to Section 4.4.3 and Section 4.6.2.1 of the Becker Road Overlay District Design Standards to allow for 52% vertical windows and a flat roof with no peaked or pitched roof elements.
Application Type:	Variance, Quasi-Judicial
Applicant:	Raul Ocampo, ADC Architects
Property Owner:	St. Lucie Doctors, LLC
Address:	267 SW Becker Rd
Location:	Corner of Becker Road and Darwin Boulevard
Project Planner:	Francis Forman, Planner II

Project Description

Variance Requested: The applicant is requesting a variance to allow for 52% vertical windows and for the allowance of a flat roof with no peaked or pitched roof elements.

Background: The applicant is proposing to develop a medical office facility at the northeast corner of Becker Road and Darwin Boulevard. This is located within the City's Becker Road Overlay district which contains specific design guidelines for newly constructed structures. The proposed medical office use has a design that steers more toward a modern look than the one laid out in the design standards of the overlay. As shown in Figure 3, the design for the proposed structure contains a flat roof with a moderate number of square windows.

Section 4.4.3 states that at least 60% of the window area for the overall building shall be vertical. The proposed windows are 48% horizontal and square (non-vertical) and 52% vertical. This combination of window types, results in a total of 27 windows on the structure with 13 being non-vertical and 14 being vertical rectangular windows. According to Section 4.6.3.1 of the design standards the flat roof of any structure shall provide a peaked or pitched roof that extend at least 25% of the length of the sides. The design is a more modern flat roof, however it does contain articulation and would prevent the use from looking too much like a box.

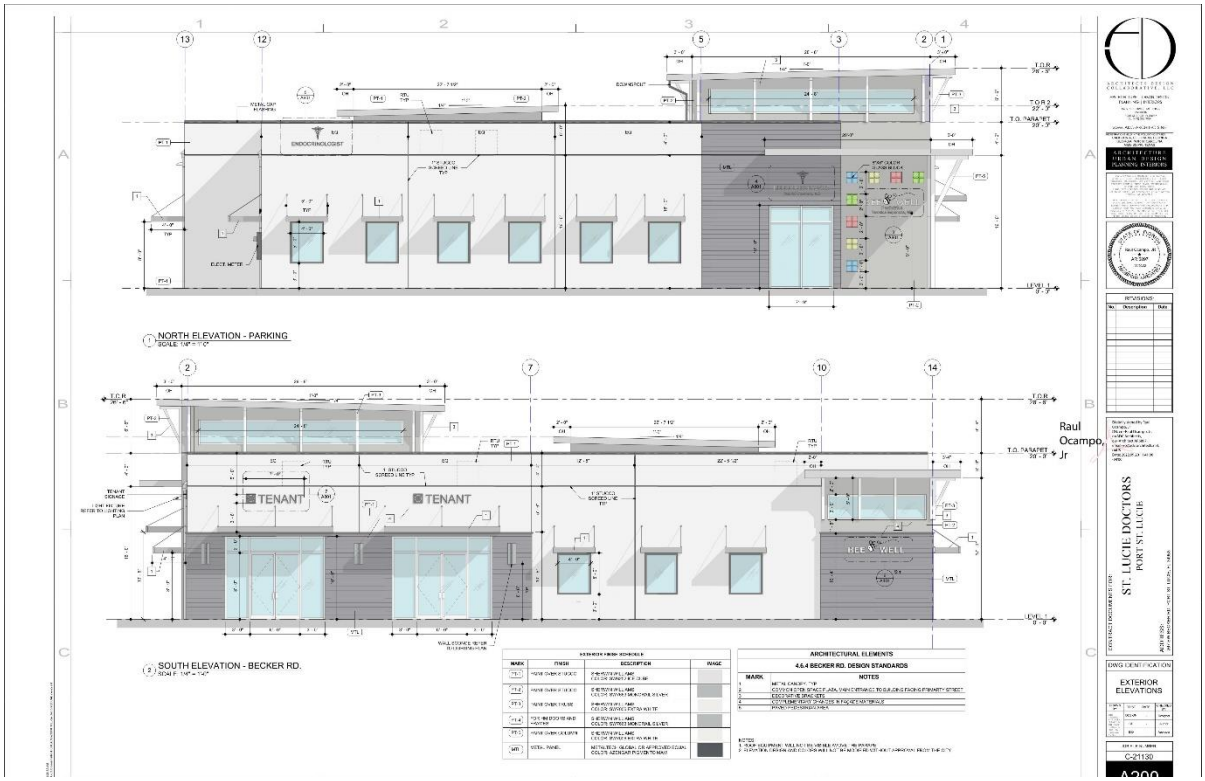


Figure 1. Proposed Elevation

Review Criteria

An application for a variance is reviewed for consistency with Article XV of the Zoning Code, Sections 158.295 through 158.299. Final action on the application (approval or denial) is in the form of an Order

of the Planning and Zoning Board following a quasi-judicial public hearing. A vote of approval by five (5) members of the Planning and Zoning Board is required to grant a variance.

Public Notice Requirements

Public notice was mailed to owners within 750 feet and the file was included in the ad for the Planning & Zoning Board's agenda.

Location and Site Information

Parcel Number:	3420-665-0786-000-5
Property Size:	+/- 1.58 acres
Legal Description:	Lot 1-3, 22-24 - Block 2358 - Port St. Lucie Section 34
Future Land Use:	RL (Low Density Residential)
Existing Zoning:	CG (General Commercial)
Existing Use:	Vacant Land

Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	RL	RS-2	Single-Family Residence/Vacant
South	CL	RS-2	Single-Family Residence
East	CL	RS-2	Single-Family Residence/Vacant
West	O	RS-2	Vacant

RL, Low Density Residential – RS-2, Single Family Residential – O, Office

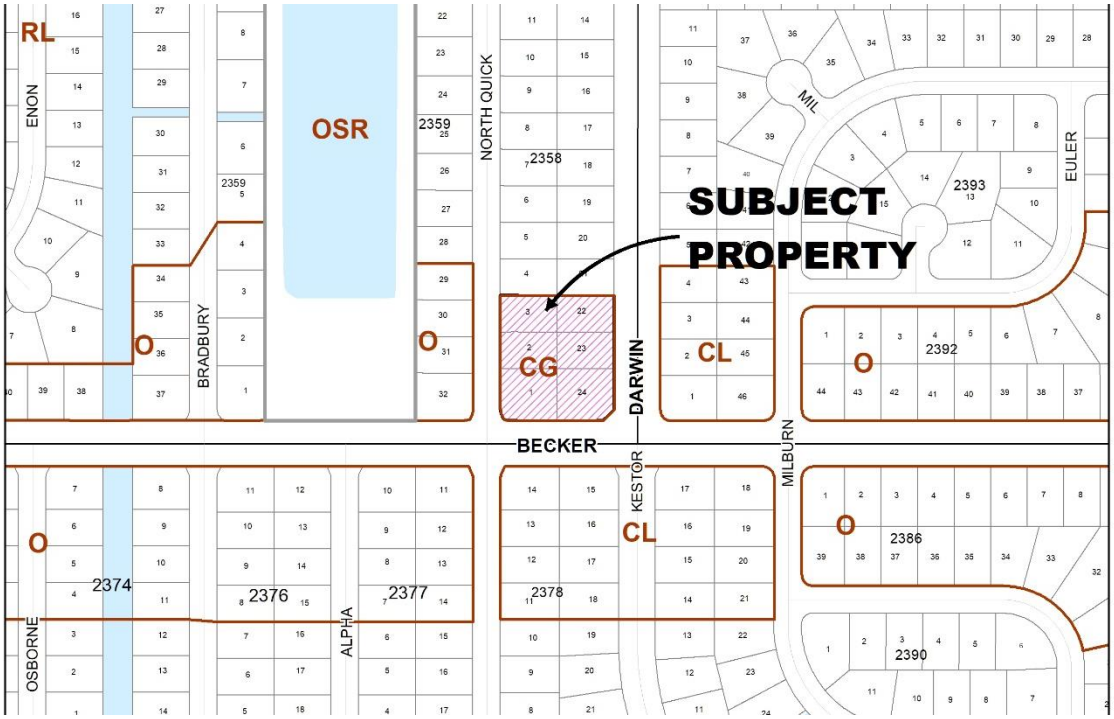


Figure 4. Land Use Map

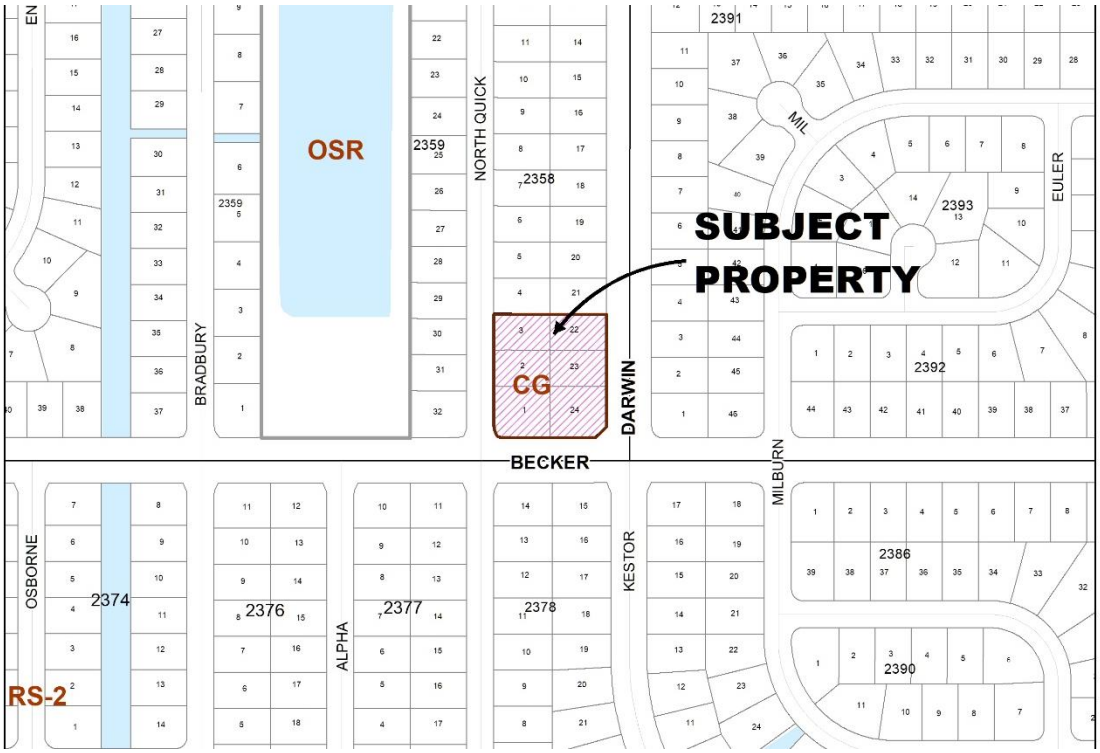


Figure 5. Zoning Map

IMPACTS AND FINDINGS

Section 158.295 (B) of the Zoning Code establishes the duties of the Planning and Zoning Board in authorizing a variance. The Planning and Zoning Board may authorize the variance from the provisions of the Zoning Code as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions will result in unnecessary and undue hardship. Pursuant to Section 158.296, a variance is authorized only for height, area, and size of the structure, yard size, building setback, lot size requirements, and other applicable development regulations, excluding use. To authorize a variance, the Planning and Zoning Board should consider the criteria listed under Section 158.295 (B) (1) through (7). The applicant's response to this criterion is attached to the application. Staff's review is provided below.

See the applicant's responses that are included in the Variance application.

Compatibility with variance criteria Section 158:295 (B).

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.

    - *Staff Findings: The Becker Road Overlay District limits the percentage of non-vertical windows allowed and requires the flat roof to have peaked or pitched elements. The varying number of window shapes for the proposed structure is self-imposed and is therefore the need for this variance. There are no special conditions or circumstances. The building style is the choice of the applicant.*

2. That the special conditions and circumstances do not result from any action of the applicant.

- *Staff Findings: See comment #1. The variance is self-imposed by the applicant through the window selection and unique design of the building.*

3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures, in the same zoning district.

    - *Staff Findings: See comment #1. The variance is self-imposed by the applicant through the window selection and unique design of the building. Granting the variance would confer special privileges on the applicant.*

4. That literal interpretation of the provisions of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the chapter and would work unnecessary and undue hardship on the applicant.

    - *Staff Findings: See comment #1. The variance is self-imposed by the applicant through the window selection and unique design of the building. All properties within the Becker Road Overlay District are subject to the same design standards.*

5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

    - *Staff Findings: A building could be constructed on this property that conforms to the Becker Road overlay.*

6. That the granting of the variance will be in harmony with the general intent and purpose of the chapter and that the variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

    - *Staff Findings: The Becker Road Design Standards promotes the Florida Vernacular Style.*

7. That there will be full compliance with any additional conditions and safeguards which the Planning and Zoning Board or Zoning Administrator may prescribe, including but not limited to reasonable time limits within which the action for which variance is required shall be begun or completed, or both.

    - *Staff Findings: Acknowledged.*

PLANNING AND ZONING BOARD ACTION OPTIONS

The Board may choose to approve, deny or table the proposed variance. If the Board finds that the variance application is consistent with the criteria as listed in Section 158.295 (B) (1) through (7) of the City code (listed above), then the Board may:

- Motion to approve
- Motion to approve with conditions

If the Board finds that the variance application is inconsistent with the criteria as listed in Section 158.295 (B) (1) through (7) of the City code, then the Board may:

- Motion to deny

Should the Board need further clarification or information from either the applicant and/or staff, the Board may:

- Motion to table or continue the hearing or review to a future meeting

(NOTE TO APPLICANTS: Any request for a variance that is denied by the Planning and Zoning Board may be appealed to the Board of Zoning Appeals. Appeal applications are made through the City Clerk's office and must be submitted within 15 days after the Planning and Zoning Board hearing).

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4598407 OR BOOK 4300 PAGE 2405, Recorded 07/26/2019 10:26:41 AM Doc Tax: $415.80 Int Tax: $237.41

Return to:

Ally Parker Brown Title Insurance Agency, LLC
2691 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34953

This instrument prepared by: Diane Ally

20190399

THIS IS A BALLOON MORTGAGE AND THE FINAL PAYMENT OR BALANCE DUE UPON MATURITY IS $101,581.36 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

PURCHASE MONEY 1ST MORTGAGE

THIS MORTGAGE DEED Executed the 24th day of July, 2019 A.D. by St. Lucie Doctors, LLC, A Florida Limited Liability Company herein after called the mortgagor, to Florida Recreation and Investment Properties, Inc., A Florida Corporation, And/Or Assigns hereinafter called the mortgagee:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

WITNESSETH, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in St. Lucie County, Florida, viz:

Lots 1, 2, 3, 22, 23 and 24, Block 2358, Port St. Lucie Section Thirty Four, according to the map or plat thereof, as recorded in Plat Book 15, Page(s) 9, 9A through 9W, of the Public Records of St. Lucie County, Florida, less and except that portion of Lot 24, as set forth in Warranty Deed to City of Port St. Lucie, a Florida municipal corporation, recorded in Official Records Book 3157, Page 70, being more particularly described as follows:

Commence at the intersection of the North right-of-way of Becker Road and the Southwest corner of Lot 24, Block 2358 as shown on the Plat of Port St. Lucie Section Thirty Four, recorded in Plat Book 15, Page 9, Public Records of St. Lucie County, Florida; thence North 89°58'11" East a basis of bearings along said North right-of-way, a distance of 100 feet to a point of curvature with a curve concave to the Northwest and having a radius of 25.00 feet; said point being the Point of Beginning; thence Northeasterly along the arc of said curve, through a central angle of 89°58'11" an arc distance of 39.26 feet to a cusp, being on the West right-of-way of Darwin Boulevard; thence South 44°59'05" West, a distance of 35.35 feet to the Point of Beginning.

a/k/a 267 SW Becker Road, Port St. Lucie, Fl 34953

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments, and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

AND the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

Except taxes accruing subsequent to the year of 2018.

PROVIDED ALWAYS, that if said mortgagor shall pay unto said mortgagee that certain promissory note hereinafter substantially copied or identified, to wit:

PROMISSORY NOTE

$118,702.66 **July 24th, 2019**

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promises to pay to Florida Recreation and Investment Properties, Inc., a Florida Corporation and/or assigns,or order, in the manner hereinafter specified, the principal sum of One Hundred and Eighteen Thousand, Seven Hundred and Two dollars and 66/100 ($118,702.66) with interest from the date hereof at the rate of (5%) percent, per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at:

2278 Olympic Club Terrace
Palm City, Fl 34990

COPY

or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

Payments in the amount of $540.22 commencing the 24th day of August 2019 and on the 24th day of every month thereafter with a final balloon payment of $101,581.36 together with accrued interest, if any on the 24th day of July 2023.

THIS IS A BALLOON NOTE AND THE FINAL PAYMENT OR BALANCE DUE UPON MATURITY IS $101,581.36 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENT MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS NOTE.

If the note holder has not received the full amount of the monthly payment by the end of 10 calendar days after the date it is due, a late charge of 5% of the overdue payment will be assessed and due and payable immediately.

THIS NOTE IS NOT ASSUMABLE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE NOTE HOLDER.

THE DEBT SECURED BY THIS MORTGAGE MAY BE PREPAID, IN WHOLE OR IN PART, AT ANY TIME WITHOUT PENALTY.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, or in the performance of any of the agreements contained herein, be not promptly paid within 30 days next after the same becomes due, or if each and every of the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

St. Lucie Doctors LLC, a Florida Limited Liability Company

Makers Address:
1453 SW Laredo Street
Palm City, Florida 34990

_____
Erick Funcke-Director

and shall perform comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

Borrower shall pay on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender; Borrower shall pay mortgage holder the Funds for Escrow Items unless Mortgage Holder waives Borrower's obligation to pay the Funds for any or all Escrow Items.

AND the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than full insurable value in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyers fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either.

IF any sum of money herein referred to be not promptly paid within 30 days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

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

Signed, sealed and delivered in the presence of:

St. Lucie Doctors LLC, A Florida Limited Liability Company

Witness Signature
Diane L. Ally
Printed Name

Erick Funcke-Director
1453 SW Laredo Street
Palm City, Fl 34990

Witness Signature
Melissa Pearce Franz
Printed Name

PERSONAL GUARANTY

The undersigned does hereby severally guaranty the prompt and punctual payment of all moneys due under the aforesaid note and agree to remain bound until fully paid.

Erick Funcke

Jennyfer M. Funcke

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 24th day of July, 2019,by Erick Funcke.

My Commission Expires: 4/30/23

Notary Public State of

Notary Print Name

Personally Known ____or Produced Identification ✓

Type of Identification Produced driver licenses

DIANE LALLY
MY COMMISSION EXPIRES
APRIL 30, 2023
#GG 312029
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 24th day of July, 2019,by Jennyfer Funcke.

My Commission Expires: 4/30/23

Notary Public State of

Notary Print Name

Personally Known ____or Produced Identification ✓

Type of Identification Produced driver licenses

DIANE LALLY
MY COMMISSION EXPIRES
APRIL 30, 2023
#GG 312029
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NOTARY PUBLIC, STATE OF FLORIDA

VARIANCE APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port ST. Lucie Blvd.
Port St. Lucie, Florida 34984
(772)871-5213

FOR OFFICE USE ONLY

Planning Dept_____
Fee (Nonrefundable) $_____
Receipt #_____

Refer to "Fee Schedule" for application fee. Make check payable to the "City of Port St. Lucie. Fee is nonrefundable unless application is withdrawn prior to advertising for the Planning and Zoning Board meeting. **Attach two copies of proof of ownership (e.g.: warranty deed, affidavit), a copy of recent survey and a statement addressing each of the attached criteria.**

PRIMARY CONTACT EMAIL ADDRESS: Raul Ocampo, Jr. NCARB, AIA

PROPERTY OWNER:

Name: St. Lucie Doctors LLC

Address: 1805 SW Amarillo Ln, Palm City, FL 34990

Telephone No. 772-873-7114

APPLICANT (IF OTHER THAN OWNER, ATTACH AUTHORIZATION TO ACT AS AGENT):

Name: Raul Ocampo, Jr. NCARB, AIA (Architects Design Collaborative LLC)

Address: 10489 SW Meeting Street, Port St. Lucie, FL 34987

Telephone No. 772-286-9004 Email rocampo@adc-architects.net

SUBJECT PROPERTY:

Legal Description: PORT ST LUCIE-SECTION 34- BLK 2358 LOTS 1, 2, 3, 22, 23 AND 24- LESS THAT PART OF LOT 24 FOR RD R/W MPDAF: FROM INT N RD R/W LI BECKER RD AND SW COR LOT 24,TH N 89 58 11 E 100 FT TO POB AND CURVE CONC NW, R OF 25 FT, TH NELY ALG ARC 39.26 FT, TH S 44 59 05 W 35.35 FT TO POB- (1.58 AC - 68,806 SF) (MAP

Parcel I.D. Number: 3420-665-0786-000-5

Address: 267 SW Becker Rd. Port St. Lucie, FL 34953

Current Zoning Classification General Commercial

Description of requested variance and applicable conditions/circumstances justifying request (continue on separate sheet, if necessary): Provide documentation that the attached variance criteria have been met.

Variance request for Section 4.6.3.1 Roof Types under section 1.6 Design Relief to Design Standards Section 1.6.1 Design Relief Standards. See full request attached.

Signature of Applicant | RAUL OCAMPO, JR. Hand Print Name | 12/2/2022 Date

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

§ 158.295 PLANNING AND ZONING BOARD OR ZONING ADMINISTRATOR (DIRECTOR OF PLANNING AND ZONING) TO HEAR VARIANCES; POWERS AND DUTIES OF BOARD AND ZONING ADMINISTRATOR

(C) Duties of the Zoning Administrator and Planning and Zoning Board in authorizing a variance. The Planning and Zoning Board and Zoning Administrator may authorize the variance from the provisions of this chapter as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions will result in unnecessary and undue hardship. In order to authorize any variance from the terms of this chapter, the Planning and Zoning Board or Zoning Administrator should consider:

(1) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;

(2) That the special conditions and circumstances do not result from any action of the applicant;

(3) That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures, in the same zoning district;

(4) That literal interpretation of the provisions of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the chapter and would work unnecessary and undue hardship on the applicant;

(5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure;

(6) That the granting of the variance will be in harmony with the general intent and purpose of the chapter and that the variance will not be injurious to the area involved or otherwise detrimental to the public welfare;

(7) That there will be full compliance with any additional conditions and safeguards which the Planning and Zoning Board or Zoning Administrator may prescribe, including but not limited to reasonable time limits within which the action for which variance is required shall be begun or completed, or both.

VARIANCES

The Planning and Zoning Board and Zoning Administrator may authorize the variance from the provisions of this chapter as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions will result in unnecessary and undue hardship. In order to authorize any variance from the terms of this chapter, the Planning and Zoning Board or Zoning Administrator will consider the variance criteria in **§ 158.295 (C) 1-7 and consider your responses to the following when making a determination.**

(1) Please explain special conditions and circumstances that exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;

This project is the first Commercial building being considered for the BROD other than 2 gas stations. We believe that we have complied with the intent of the BROD Guidelines and have provided a building design that is articulated and compasses the elements required to create an interesting street-scape experience.

(2) Please explain if these conditions and circumstances result from actions by the applicant;

The action of the applicant is deliberate.

(3) Please explain how granting the variance requested will not confer on the applicant special privilege that is denied by this chapter to other lands, buildings, or structures, in the same zoning district;

There are no other commercial building in the same zoning district other than 2 gas stations. We feel that the granting of this variance is in keeping with the intent or the guidelines.

(4) Please explain how a literal interpretation of the provisions of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the chapter and would work unnecessary and undue hardship on the applicant;

It is our position that granting this variance will enhance the street scape of Darwin Blvd. as it intersects Becker Rd. and establish a fresh look representative of the intent to create a viable and attractive commercial corridor.

(5) Please illustrate and explain if the variance requested is the minimum variance that will make possible the reasonable use of the land, building, or structure;

See attached document.

(6) Please indicate how granting variance will be in harmony with the general intent and purpose of the chapter and that granting the variance will not be injurious to the area involved or otherwise detrimental to the public welfare;

See attached document.

(7) Please indicate that there will be full compliance with any additional conditions and safeguards which the Planning and Zoning Board or Zoning Administrator may prescribe, including but not limited to reasonable time limits within which the action for which variance is required shall be begun or completed, or both.

There will be full compliance with any additional conditions and safeguards.

Signature of Applicant	RAUL OCAMPO, JR.	12/2/2022
	Hand Print Name	Date

ARCHITECTS DESIGN
COLLABORATIVE, LLC

December 02, 2022
City of Port St. Lucie
Planning and Zoning Department
121 S.W. Port St. Lucie Blvd., Building B
Port St. Lucie, FL 34984-5099
Re: P22-291, Bee Well Pediatrics – Request for Variance

VARIANCE REQUEST

We are requesting your approval of a variance to **4.6.3.1 Roof Shapes** under Article 1.6 Design Relief to Design Standards.

It is our belief and understanding that the requirement for vertical articulations is being met with the proposed building elevation and roof overhangs. We have provided the required overhang dimensions of 2 and 3 feet. The Florida Vernacular Style includes buildings with flat roofs with a variety of pop-ups for vertical articulation strategically placed at corners or other prominent locations to signify a specific use or entrances, we have done this.

Under Section 1.6 Design Relief to Design Standards Section 1.6.1 Design Relief Standards: Design relief to the BROD Design Standards may be considered for approval by the Zoning Administrator if the administrator finds that the proposed design changes will accomplish the intent of the BROD as effectively or better as strict compliance with the adopted standards as follows:
1. Provides compatibility with the surrounding properties

This project is the first commercial building application being considered for the BROD other than the Gas Stations under review at Port St Lucie Blvd and Becker Road. There are no commercial buildings along the BROD to maintain compatibility with.

2. Provides a similar or better design solution that encompasses the design principles described in the BROD Design Standards or historically accepted design practices.

This project embodies the design principles of vertical and horizontal articulation which are the cornerstones to creating an interesting facade. The intent of the BROD is not to create buildings that look the same, but to create an interesting streetscape. Thru the variations (articulations) of and the movement of the buildings as you experience the street as a pedestrian and a vehicular passenger (vertical, horizontal, colors, material, and fenestrations); We have accomplished this. All other requirements of the BROD have been met, inclusive of Landscaping, which is also an integral element of the streetscape experience.

As per comment #9 received from the Planning and Zoning Department on October 12th, Section 4.6.2.1 from the BROD will be changed soon.
Comment# 9. *Variance Required: As per Section 4.6.2.1, no more than 5% of the windows may be square. This*

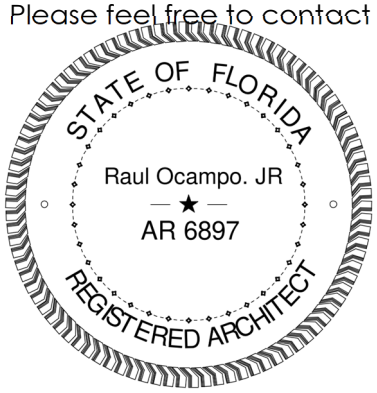
ARCHITECTS DESIGN
COLLABORATIVE, LLC

may be changing soon.

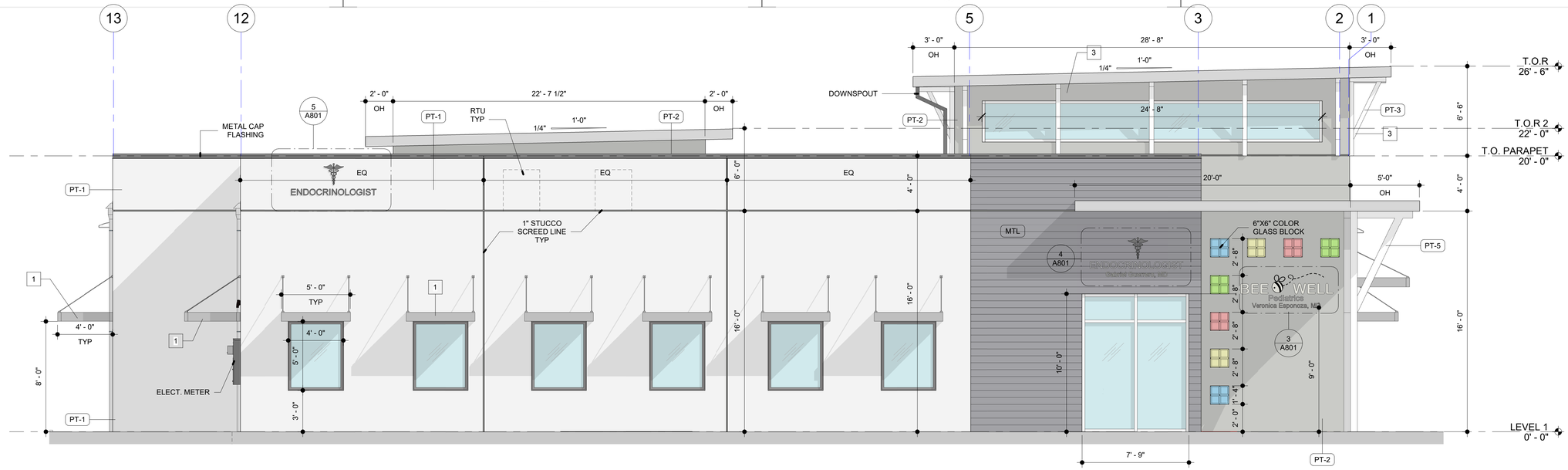
The predominate window shape for this building is rectangular and 7% are square along Darwin Blvd. We are also complying with the required transparency stated in Section 3.10.4.

If trust the above satisfies all required responses. Please feel free to contact me directly.

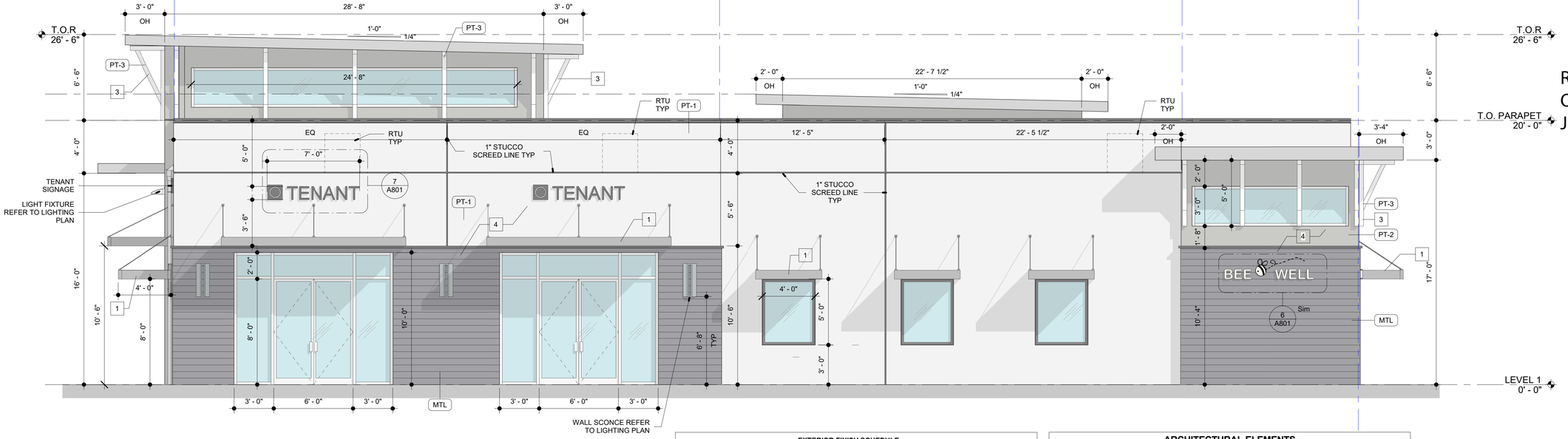
Very Truly Yours,
ARCHITECTS DESIGN COLLABORATIVE, LLC



Raúl Ocampo, Jr., NCARB, AIA
Florida Corporate Registration No. AA26002935



1 NORTH ELEVATION - PARKING
SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION - BECKER RD.
SCALE: 1/4" = 1'-0"

EXTERIOR FINISH SCHEDULE

MARK	FINISH	DESCRIPTION	IMAGE
PT-1	PAINT OVER STUCCO	SHERWIN WILLIAMS COLOR: SW6252 ICE CUBE	
PT-2	PAINT OVER STUCCO	SHERWIN WILLIAMS COLOR: SW7663 MONORAIL SILVER	
PT-3	PAINT OVER TRUSS	SHERWIN WILLIAMS COLOR: SW7006 EXTRA WHITE	
PT-4	FOR HM DOORS AND FRAMES	SHERWIN WILLIAMS COLOR: SW7663 MONORAIL SILVER	
PT-5	PAINT OVER COLUMN	SHERWIN WILLIAMS COLOR: SW7006 EXTRA WHITE	
MTL	METAL PANEL	METALTECH GLOBAL OR APPROVED EQUAL COLOR: AZENGAR PIGMENTO MAVI	

ARCHITECTURAL ELEMENTS

4.6.4 BECKER RD. DESIGN STANDARDS

MARK	NOTES
1	METAL CANOPY. TYP
2	COMMON OPEN SPACE PLAZA. MAIN ENTRANCE TO BUILDING FACING PRIMARTY STREET
3	DECORATIVE BRACKETS
4	COMPLEMENTARY CHANGES IN FAÇADE MATERIALS
5	PAVED PEDESTRIAN AREA

NOTES:
1. ROOF EQUIPMENT WILL NOT BE VISIBLE AVOVE THE PARAPET
2. ELEVATION DESIGN AND COLORS WILL NOT BE MODIFIED WITHOUT APPROVAL FROM THE CITY

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TEL. (772) 286 9504
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STATE OF FLORIDA
Raul Ocampo, JR
AR 6897
09/20/22
REGISTERED ARCHITECT

REVISIONS:

No.	Description	Date

Digitally signed by Raul Ocampo, Jr
DN: cn=Raul Ocampo, Jr, o=ADC Architects, ou=Architect AR6897, email=ro@adc-architects.net, c=US
Date: 2022.09.20 11:41:00 -04'00'

Raul Ocampo, Jr

CONTRACT DOCUMENTS FOR:
ST. LUCIE DOCTORS
PORT ST. LUCIE

ADDRESS:
267 SW BECKER RD. PORT ST. LUCIE, FL 34953

DWG IDENTIFICATION

EXTERIOR ELEVATIONS

DRAWN BY:	TR/ST	DATE:	CHECKED BY:
THIS DRAWING WAS ORIGINALLY ISSUED ON THE DATE SHOWN & FOR THE PURPOSE NOTED	DESIGN	-	Designer
	CD	-	Author
	BID	-	Approver

JOB FILE NUMBER:
C-21130

A200

9/20/2022 11:38:32 AM
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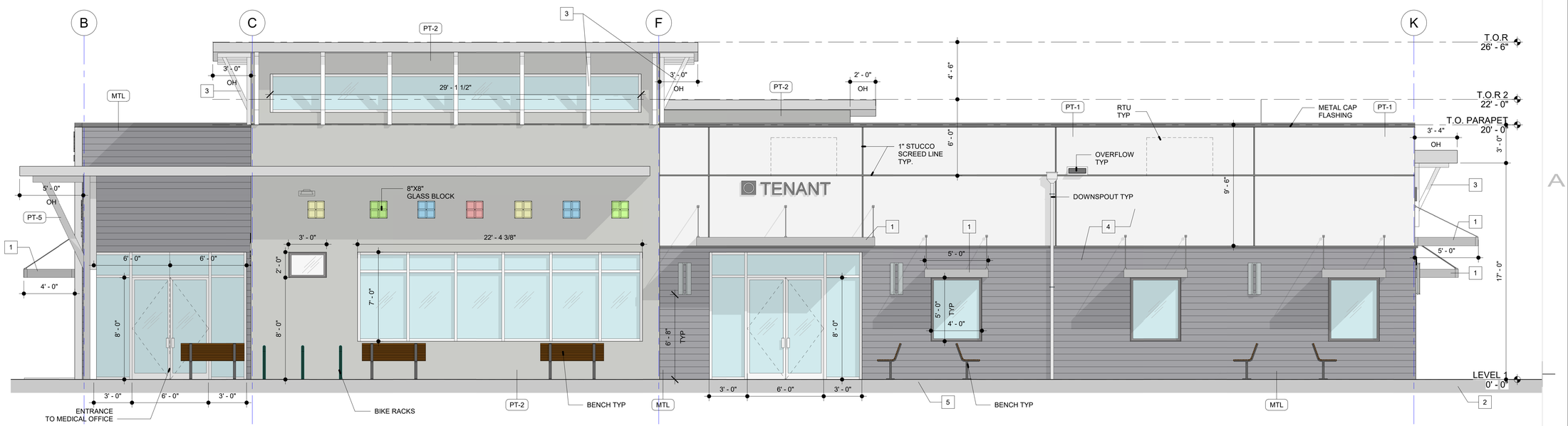
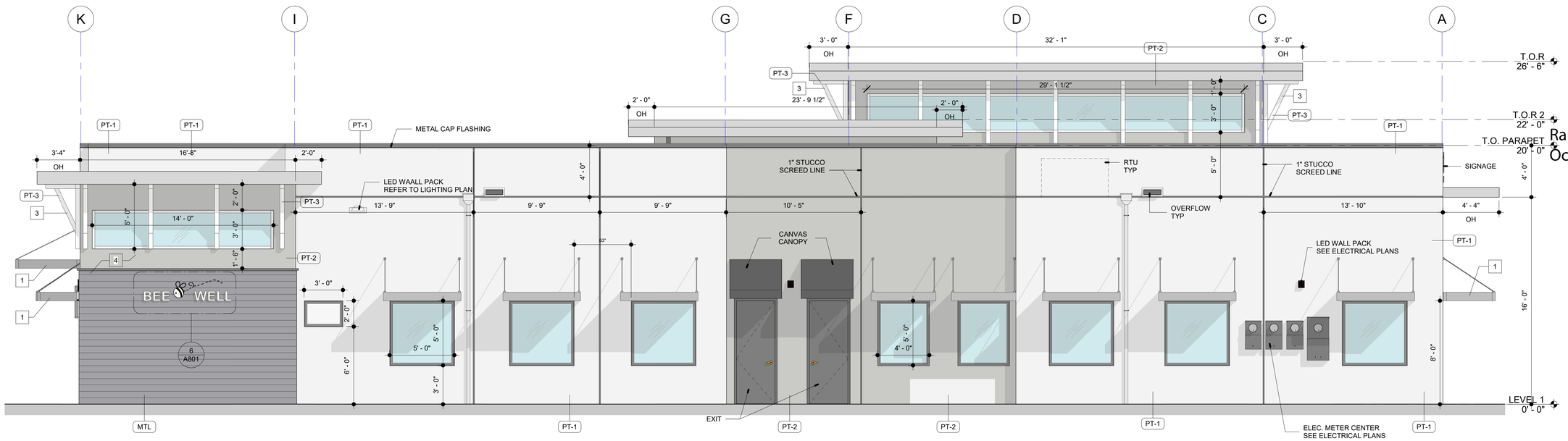


1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION - DARWIN BLVD.
SCALE: 1/4" = 1'-0"

EXTERIOR FINISH SCHEDULE

MARK	FINISH	DESCRIPTION	IMAGE
PT-1	PAINT OVER STUCCO	SHERWIN WILLIAMS COLOR: SW6252 ICE CUBE	
PT-2	PAINT OVER STUCCO	SHERWIN WILLIAMS COLOR: SW7663 MONORAIL SILVER	
PT-3	PAINT OVER TRUSS	SHERWIN WILLIAMS COLOR: SW7006 EXTRA WHITE	
PT-4	FOR HM DOORS AND FRAMES	SHERWIN WILLIAMS COLOR: SW7663 MONORAIL SILVER	
PT-5	PAINT OVER COLUMN	SHERWIN WILLIAMS COLOR: SW7006 EXTRA WHITE	
MTL	METAL PANEL	METALTECH GLOBAL OR APPROVED EQUAL COLOR: AZENGAR PIGMENTO MAVI	

ARCHITECTURAL ELEMENTS

4.6.4 BECKER RD. DESIGN STANDARDS

MARK	NOTES
1	METAL CANOPY. TYP
2	COMMON OPEN SPACE PLAZA. MAIN ENTRANCE TO BUILDING FACING PRIMARTY STREET
3	DECORATIVE BRACKETS
4	COMPLEMENTARY CHANGES IN FAÇADE MATERIALS
5	PAVED PEDESTRIAN AREA

NOTES:

1. ROOF EQUIPMENT WILL NOT BE VISIBLE AVOVE THE PARAPET
2. ELEVATION DESIGN AND COLORS WILL NOT BE MODIFIED WITHOUT APPROVAL FROM THE CITY

TRANSPARENCY CALCULATION
BECKER ROAD OVERLAY DISTRICT DESIGN STANDARDS VILLAGE SUBDISTRICT 3.10.4 BUILDING ELEMENTS(CHAPTER 4)

LOCATION	MIN REQUIRED	PROVIDED	NOTES
PRIMARY STREET BECKER ROAD	30%	35%	
PRIMARY STREET DARWIN BLVD	30%	30%	
REAR - PARKING	15%	30%	
COMON OPEN AREA	15%	47%	

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STATE OF FLORIDA
Raul Ocampo. JR
AR 6897
09/20/22
REGISTERED ARCHITECT

REVISIONS:

No.	Description	Date

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Date: 2022.09.20 11:41:17 -04'00'

CONTRACT DOCUMENTS FOR:
ST. LUCIE DOCTORS
PORT ST. LUCIE
ADDRESS:
267 SW BECKER RD, PORT ST. LUCIE, FL 34953

DWG IDENTIFICATION
EXTERIOR ELEVATIONS

DRAWN BY:	TR/ST	DATE:	CHECKED BY:
THIS DRAWING HAS BEEN ISSUED ON THE DATE SHOWN & FOR THE PURPOSE NOTED	DESIGN	-	Designer
	CD	-	Author
	BID	-	Approver

JOB FILE NUMBER:
C-21130

A201

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St. Lucie Doctors, LLC
267 SW Becker Road
VARIANCE

Project: P22-325

Planning and Zoning Board Meeting

Francis Forman, Planner II

January 3, 2023

CityofPSL.com

PROJECT SUMMARY & VARIANCE REQUEST

- A variance to Section 4.4.3 & 4.6.2.1 of the Becker Road Overlay District to allow for a decreased percentage of vertical windows to 52% and a reduction in roof elements for a flat roof with no peaked or pitched elements.

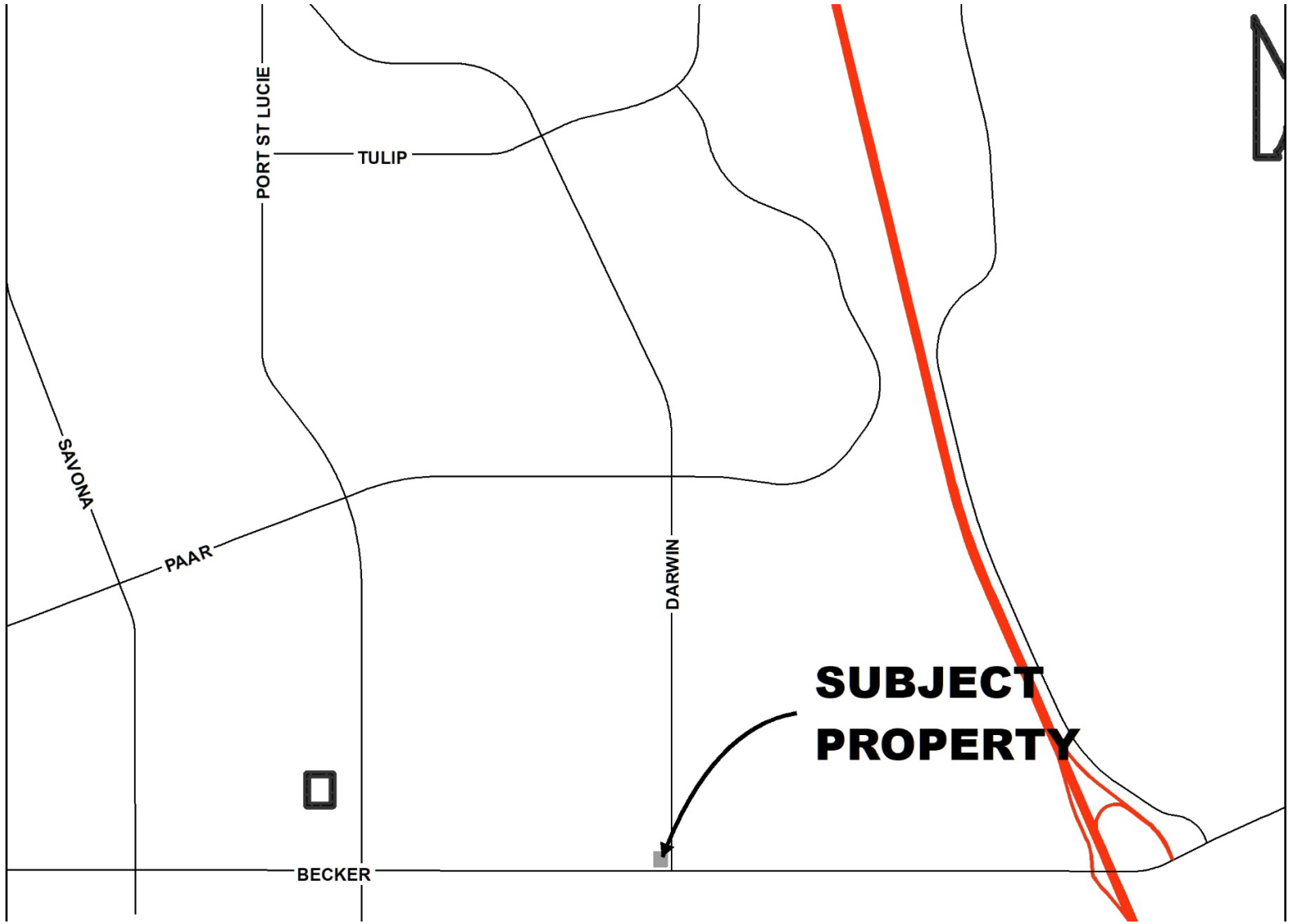
CityofPSL.com

APPLICANT AND OWNER

- Owners - St. Lucie Doctors, LLC
- Applicant – Raul Ocampo, ADC Architects
- Location – Northeast corner of Becker Road and Darwin Boulevard
- Existing Use - Vacant

CityofPSL.com

LOCATION



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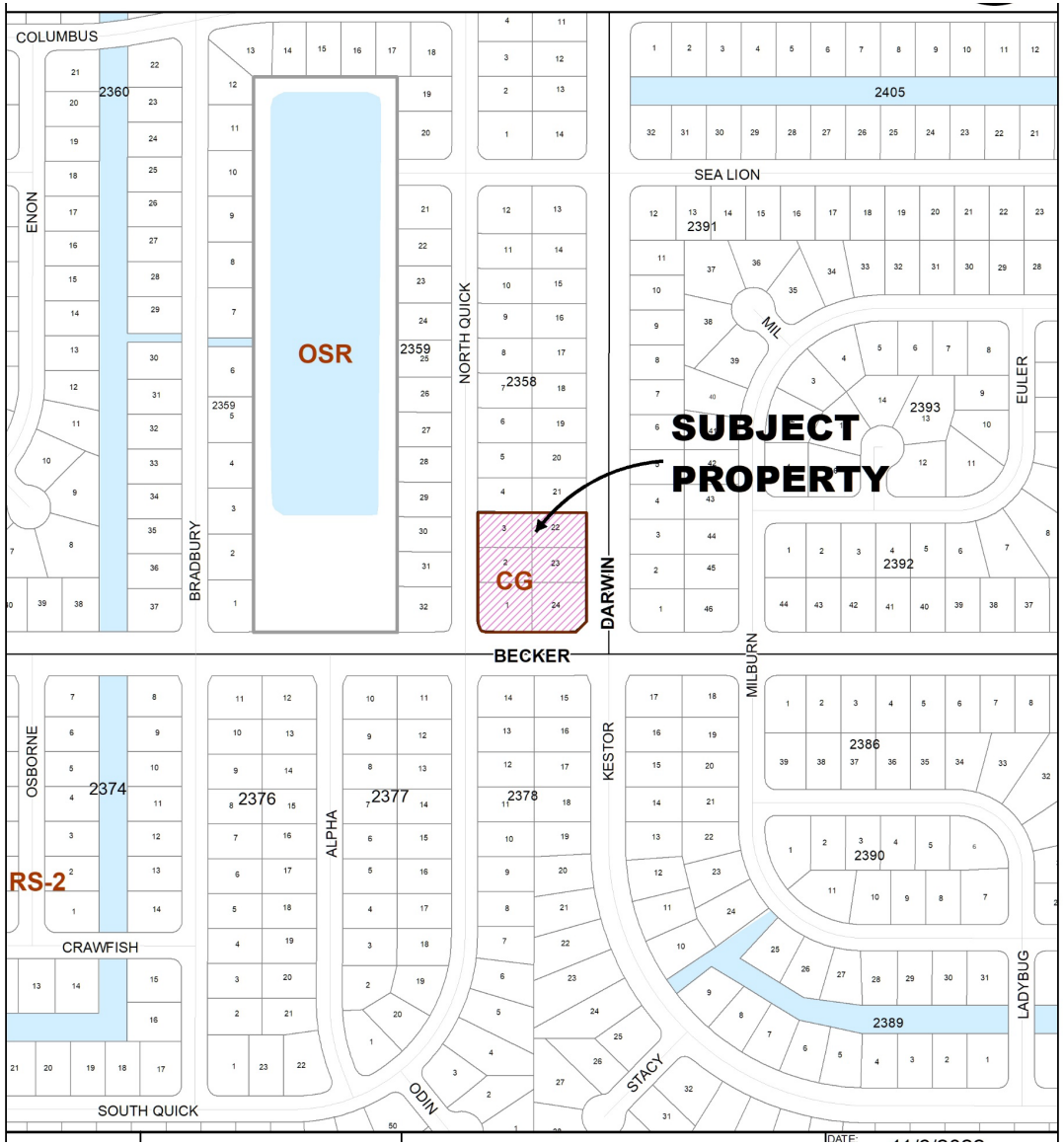
AERIAL MAP

CityofPSL.com

Zoning Map



CityofPSL.com

EXTERIOR FINISH SCHEDULE

MARK	FINISH	DESCRIPTION	IMAGE
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ARCHITECTURAL ELEMENTS

4.6.4 BECKER RD. DESIGN STANDARDS

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STATE OF FLORIDA
Raul Ocampo, JR
AR 6897
6/6/2022
REGISTERED ARCHITECT

REVISIONS:

No.	Description	Date

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Date: 2022.09.20 11:41:00 -04'00'

Raul Ocampo, Jr

CONTRACT DOCUMENTS FOR:
ST. LUCIE DOCTORS
PORT ST. LUCIE
ADDRESS: 287 SW BECKER RD, PORT ST. LUCIE, FL 34953

DWG IDENTIFICATION
EXTERIOR ELEVATIONS

DRAWN BY:	TR/ST	DATE:	CHECKED BY:
DESIGN	-		Designer
CD	-		Author
BID	-		Approver

JOB FILE NUMBER:
C-21130

A200

Subject Site Architectural Plans

CityofPSL.com

Staff Findings

- The need for this variance is due to the design of the proposed building not meeting the standards of the Becker Road Overlay District.
- Section 4.4.3 states that at least 60% of the window area shall be vertical.
- According to Section 4.6.3.1, the roof of any structure shall provide a peaked or pitched roof that extend at least 25% of the length of the sides.
- The variance granted is not the minimum, as the number of non-vertical windows and the style of roof can be changed to meet the Becker Road overlay design standards.

QUESTIONS OR COMMENTS?

PLANNING AND ZONING BOARD ACTION OPTIONS:

- Make a motion to approve
- Make a motion to approve with conditions
- Make a motion to deny
- Make a motion to table

CityofPSL.com

"A City for All Ages"

Agenda Summary

2023-004

Agenda Date: 1/3/2023 **Agenda Item No.:** 8.d

Placement: Public Hearing - Quasi Judicial

Action Requested: Motion / Vote

P22-227 Southern Grove 4 - MPUD Amendment No. 2 - MPUD Amendment and Rezoning

Location: The property is generally located south of the Paar Drive right-of-way, west of SW Village Parkway, north of Becker Road, and east of the Community Boulevard right-of-way.
Legal Description: Tract B, Southern Grove Parcel 28 Replat and a portion of the Kenley subdivision plat. The full legal description is included in the MPUD regulation book.
This is a request to rezone approximately 31.788 acres of land and amend the Southern Grove 4 MPUD regulation book and concept plan.

Submitted By: Bridget Kean, AICP, Senior Planner

Executive Summary: Mattamy Palm Beach, LLC, and CCC-PSL, LLC, owners, have applied to rezone approximately 31.788 acres of land from the zoning designation of Lucie County Agricultural (SLC AG 5 - 1 dwelling unit per 5 acres) to City of Port St. Lucie MPUD and to amend the Southern Grove 4 MPUD to include the 31.788 acres in the MPUD. This application revises the MPUD regulation book to provide for a revised legal description, revised boundary maps, and revised concept plan. It includes updated property ownership to reflect the sale of 30 acres to CCC-PSL, LLC, (Cottages at Tradition) and other miscellaneous changes. The concept plan was also updated to show the location for a proposed school site.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Board recommend approval of the proposed rezoning and MPUD amendment.

Alternate Recommendations:

1. Move that the Board amend the recommendation and recommend approval of the proposed rezoning and MPUD amendment.
2. Move that the Board not recommend approval.

Background: The Mattamy Palm Beach @ Southern Grove 4 MPUD was approved by the City Council on October 12, 2020. It includes the Cottages at Tradition, a 286-unit multi-family development that is currently under construction at the northwest corner of SW Village Parkway and Paar Drive. The MPUD also includes an approved 214-unit single-family residential subdivision that is located west of the Cottages at Tradition. The new acreage will be incorporated into a proposed active adult community of 727 residential units known as Tresello.

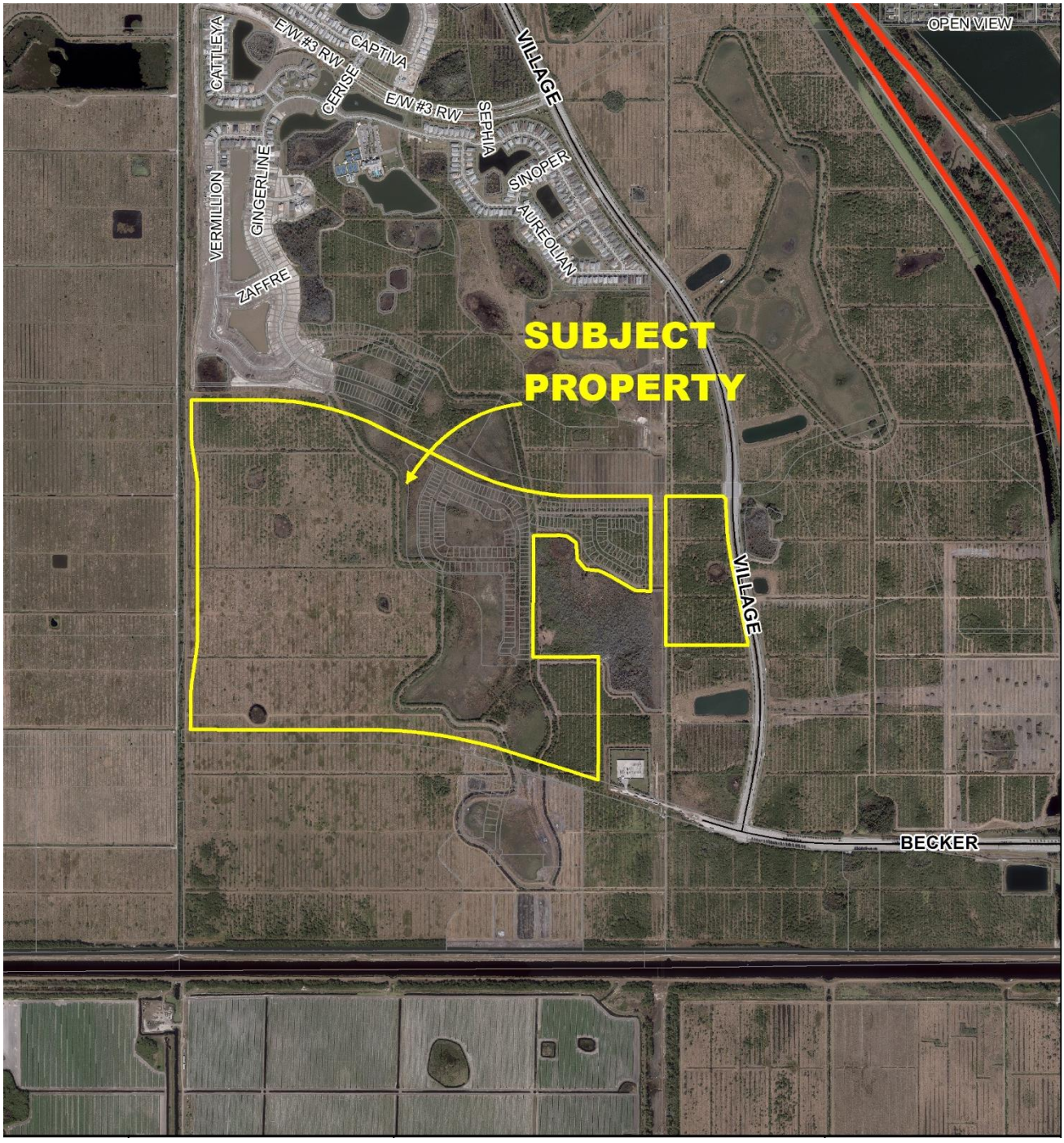
Issues/Analysis: Southern Grove 4 MPUD is located within a designated residential sub-district per Figure 1-4 of the City's comprehensive plan. Figure 1-4 is the conceptual land use plan for the Southern Grove NCD District. Southern Grove 4 MPUD allows up to 1,300 residential dwelling units. The MPUD also includes a proposed twenty (20) acre school site on the north side of Becker Road.

Special Consideration: N/A

Location of Project: The property is generally located south of the Paar Drive right-of-way, west of SW Village Parkway, north of Becker Road, and east of the Community Boulevard right-of-way.

Attachments:
Staff Report
Ordinance
Exhibit "A" MPUD Document and Concept Plan
Warranty Deed (Mattamy)
Warranty Deed (CCC-PSL, LLC)
Staff Presentation

Southern Grove 4 - MPUD Amendment No. 2
Rezoning and MPUD Amendment Application
P22-227



Project Location Map

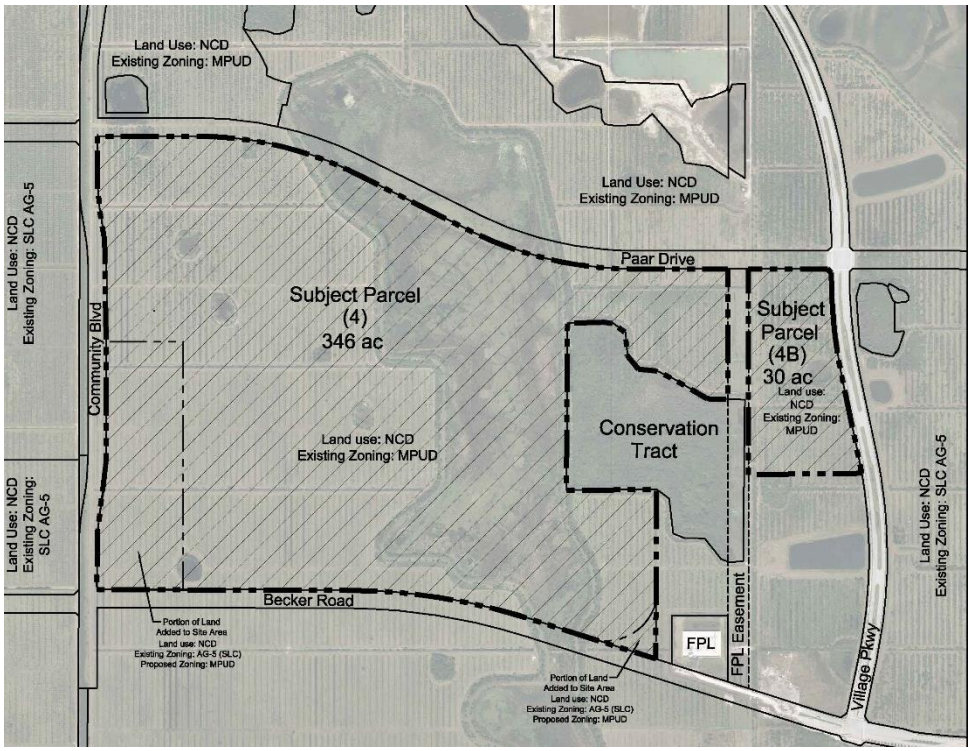
SUMMARY

Applicant's Request:	An application to rezone 31.788 acres of property, more or less, and amend the MPUD Conceptual Plan and Regulation Book for the Southern Grove 4 MPUD (Master Planned Unit Development)
Applicant:	Steve Garrett, Lucido and Associates
Property Owner:	Mattamy Palm Beach, LLC CCC-PSL, LLC
Location:	The property is generally located south of the Paar Drive road right-of-way, west of SW Village Parkway, north of Becker Road, and east of the Community Boulevard right-of-way.
Address:	Not assigned
Application Type:	MPUD amendment and rezoning, Quasi-Judicial
Project Planner:	Bridget Kean, AICP, Senior Planner

Project Description and Background

Mattamy Palm Beach, LLC, and CCC-PSL, LLC, owners, have applied to rezone approximately 31.788 acres of land from the zoning designation of Lucie County Agricultural (SLC AG 5 – 1 dwelling unit per 5 acres) to City of Port St. Lucie MPUD and to amend the Southern Grove 4 MPUD to include the 31.788 acres in the MPUD. The Southern Grove 4 MPUD is located south of Paar Drive, north of Becker Road, between SW Community Boulevard and SW Village Parkway and within the Southern Grove DRI. The 31.788 acres includes 30 acres in the northeast quadrant of the intersection of SW Community Boulevard and Becker Road and 1.765 acres of land located on the north side of Becker Road west of the FPL substation.

The new MPUD boundary lines are shown below:



The Mattamy Palm Beach @ Southern Grove 4 MPUD was approved by the City Council on October 12, 2020 through Ordinance 20-54 (P20-111). Southern Grove 4 MPUD is located within a designated residential sub-district per Figure 1-4 of the City's comprehensive plan. Figure 1-4 is the conceptual land use plan for the Southern Grove NCD District. Southern Grove 4 MPUD allows up to 1,300 residential dwelling units. The Cottages at Tradition is a 286 unit multi-family development that is located on 30 acres in the northwest corner of the MPUD by SW Village Parkway and Paar Drive. It is identified as Parcel SG 4B on the Southern Grove 4 MPUD concept plan. The MPUD also includes the Kenley residential subdivision of 214 single-family units with access on Paar Drive. In addition, Mattamy Palm Beach, LLC, has plans to develop an active adult community of 727 residential units within the Southern Grove 4 MPUD for a project known as Tresello. The MPUD also includes a proposed twenty (20) acre school site on the north side of Becker Road.

This application revises the MPUD regulation book to provide for a revised legal description, revised boundary maps, and revised concept plan. It includes updated property ownership to reflect the sale of 30 acres to CCC-PSL, LLC, (Cottages at Tradition) and other miscellaneous changes. The concept plan was also updated to show the location for a proposed school site.

Previous Actions and Prior Reviews

The Site Plan Review Committee recommended approval of the proposed MPUD amendment and concept plan at the August 24, 2022 Site Plan Review Committee meeting.

Public Notice Requirements

Public notice was mailed to owners within 750 feet of the subject property and the file was included in the ad for the Planning & Zoning Board's agenda.

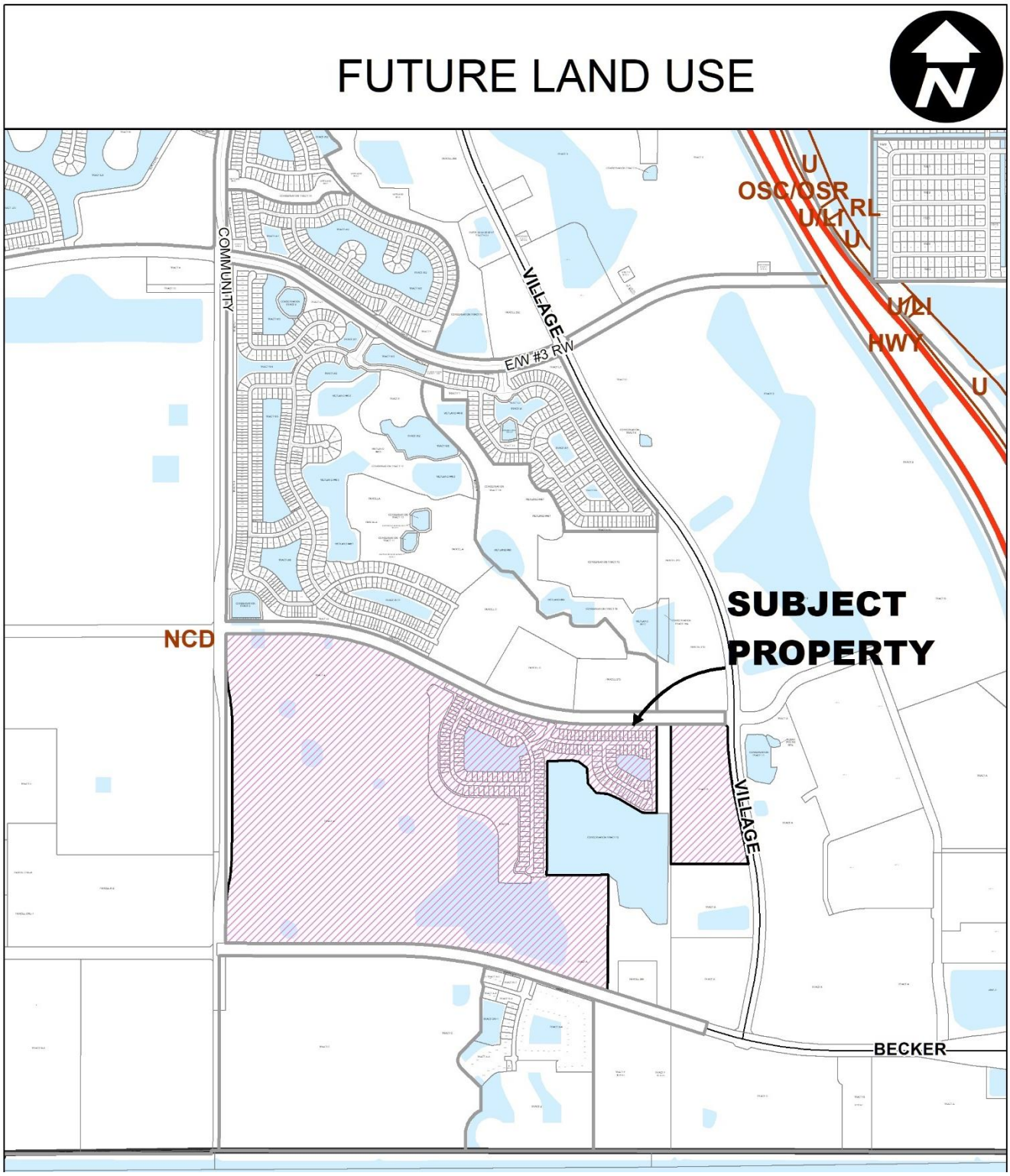
Location and Site Information

Property Size:	376 acres, more or less
Legal Description:	Tract B, Southern Grove Parcel 28 Replat and a portion of the Kenley subdivision plat. A complete legal description is included in the MPUD regulation book.
Future Land Use:	NCD (New Community Development District)
Existing Zoning:	344.223 acres, more or less, is zoned Mattamy Palm Beach @ Southern Grove 4 MPUD and 31.788 acres, more or less, is zoned St. Lucie County AG-5 (1 dwelling unit per 5 acres)
Existing Use:	Vacant land and property under construction (Cottages at Tradition)
Proposed Zoning:	MPUD (Master Planned Unit Development)
Proposed Use:	Residential use and public school

Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	NCD	MPUD	Vacant land within the Del Webb MPUD
South	NCD	MPUD	Vacant land (proposed GHO subdivision)
East	NCD	MPUD	Vacant GFC owned land in Legacy Park
West	NCD	MPUD	Vacant land in the Riverland Kennedy DRI

NCD – New Community Development District MPUD – Master Planned Unit Development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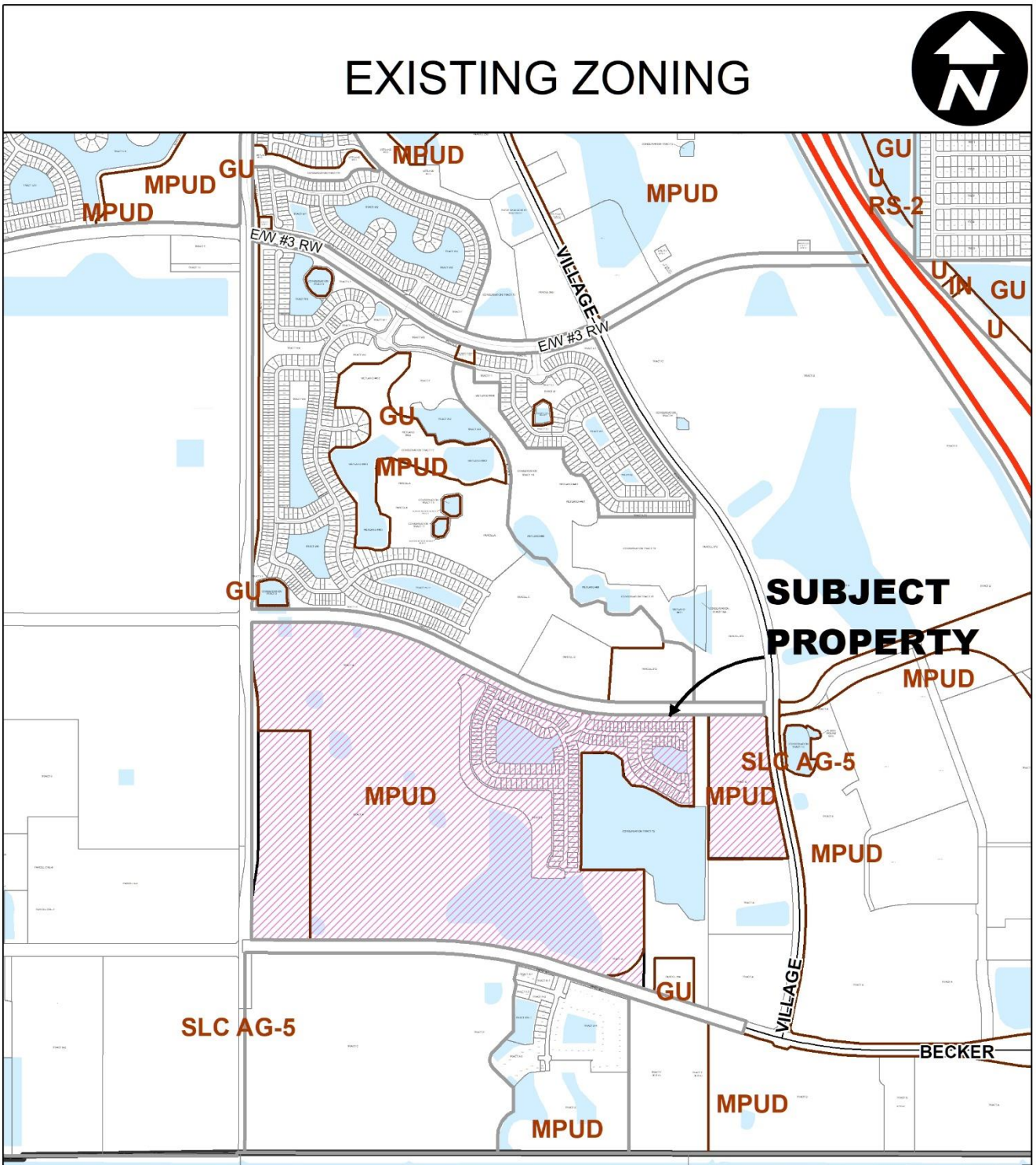
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SLC AG-5
MPUD
MPUD
MPUD
GU
VILLAGE
SLC AG-5
BECKER
MPUD
MPUD

IMPACTS AND FINDINGS

Land Use Consistency: The proposed MPUD is consistent with Policies 1.2.2.2 and 1.2.2.3 of the Future Land Use Element regarding the development of residential neighborhoods within an NCD District and Policy 1.2.3.4 regarding the provision of pedestrian/bicycle paths to interconnect residential and non-residential areas.

Per Policy 1.2.2.2, residential areas shall contain neighborhoods of housing, which neighborhood may also contain schools, parks, places of worship and civic facilities essential to the daily life of the residents.

MPUD REZONING REQUIREMENTS

Project Description: The proposed project is an amendment to the existing MPUD that will add an additional 31.78 acres to the MPUD. The MPUD allows for construction of up to 1,300 dwelling units that can inlcude single-family detached units, paired villas, townhouse units, and multi-family development as well as a public school site.

Standards for District Establishment

Area Requirement	Section 158.187(A) of the Zoning Code establishes a minimum size of 50 acres for an MPUD in a residential sub-district. The current size for Southern Grove 4 MPUD is 344 acres and the proposed size is 376 acres.
Relation to Major Transportation Facilities	The Southern Grove 4 MPUD property is located south of Paar Road (northern limits), west of SW Village Parkway (eastern limits), east of Community Boulevard (western limits) and north of Becker Road (southern limits). Main access to the property will be along both Paar Road and Becker Road.
Development of Regional Impact	The subject property is located with the Southern Grove DRI.
Relation to Utilities, Public Facilities, and Services	The subject property is served by Port St. Lucie Utility Systems Department, FPL, Home Town Communications, and the Tradition Irrigation Company for irrigation water.
Evidence of Unified Control of Area	Evidence of unified control has been provided by Mattamy Palm Beach, LLC, and CCC-PSL, LLC

MPUD Conceptual Master Plan and Regulation Book Requirements

MPUD Concept Plan and Regulation Book	Provided
Land Use sub-areas	The Southern Grove 4 MPUD property is within a designated Residential sub area as shown on Figure 1-4 of the Comprehensive Plan. Figure 1-4 is the conceptual plan for the Southern Grove NCD District. Policies 1.2.2.2 and 1.2.2.3 of the Comprehensive Plan address development of residential sub-districts. Residential sub-distrticts must be a minimum size of 10 acres and a maximum size of 750 acres. The current size for Southern Grove 4 MPUD is 344 acres and the proposed size is 376 acres. Schools, places of worship and civic facilities needed to serve the residents are permitted in residential sub-districts.

Zoning Regulations for each land use	Provided in the MPUD document
Provision for Pedestrian Circulation	The MPUD provides for sidewalks adjacent to streets with connections to the neighborhoods including connections to a proposed multi-use trail known as Tradition Trail.
Transit Oriented Design Features	A sidewalk system will be provided with connections to neighborhoods, community services, and districts.
Off Street Parking and Loading Requirements	Provided for in the MPUD zoning document
Underground Utilities	All utilities will be underground
Open Space	Provided for in the MPUD zoning document including requirements for usable open space.
Wetlands and Uplands	There are existing wetlands on site that have been mitigated off site per the Army Corp of Engineers (ACOE) permit for the Southern Grove DRI.
Stormwater	The project provides for onsite stormwater retention as depicted on the conceptual master plan.
Landscaping and Buffering Requirements	Provided for in the MPUD zoning document

RELATED PROJECTS

P20-111 – Southern Grove 4 MPUD
P20-141 A-1 - Capstone Community Site Plan Amendment
P21-007 – Southern Grove Parcel 28 Replat Preliminary and Final Subdivision Plat
P21-238 – Kenley Preliminary and Final Subdivision Plat
P22-258 – Tresello Subdivision Concept Plan

STAFF RECOMMENDATION

The Site Plan Review Committee recommended approval of the proposed MPUD amendment and concept plan at the August 24, 2022 Site Plan Review Committee meeting. The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the ity Council with conditions
- Motion to recommend denial to the City Council

Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

TRADITION

SOUTHERN GROVE 4

Master Planned Unit Development MPUD
Amendment #2

APPLICATION FOR MPUD
OF SOUTHERN GROVE
(Parcel SG-4)

City Project Number: ~~P20-111~~ P22-227
Ordinance 22 -
PSLUSD Project No: 11-900-00

Prepared for:

Mattamy Palm Beach, LLC
1500 Gateway Blvd, Suite 212
Boynton Beach, FL 33426

and

CCC-PSL LLC
431 Office Park Dr., 2nd Floor
Birmingham. AL 35223

Prepared by:
Lucido & Associates
701 SE Ocean Boulevard
Stuart, FL 34994

September 11, 2020
Amendment #1: July 6, 2022
Amendment #2: December 14, 2022

LIST OF AMENDMENTS (Amendment #2)

- Adjust MPUD parcel boundaries to add approximately 31.78 ac of land to the development area and adjust all maps and exhibits accordingly
- Include documentation to reflect ownership entities of Mattamy Palm Beach, LLC and CCC-PSL, LLC
- Provide sketch and legal descriptions for additional land area
- Refine terminology to include 'multi-family horizontal' and 'multi-family vertically attached' development programs
- Refinement of miscellaneous development criteria language as directed by the City
- Revise/add language regarding perimeter landscape buffer strips and wall requirements
- Revise conceptual land use plan to eliminate access arrows along Community Blvd

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PROJECT TEAM

PROPERTY OWNER/APPLICANT

Mattamy Palm Beach, LLC
1500 Gateway Blvd, Suite 212
Boynton Beach, FL 33426

and

CCC-PSL LLC
431 Office Park Dr., 2nd Floor
Birmingham. AL 35223

AGENT/LAND PLANNER

Lucido & Associates
701 SE Ocean Blvd
Stuart, FL 34994

ENGINEER

Kimley-Horn
445 24th St, Suite 200
Vero Beach, FL 32960

TRAFFIC CONSULTANT

MacKenzie Engineering and Planning, Inc.
10795 SW Civic Ln
Port St. Lucie, FL 34987

SURVEYOR

Caulfield & Wheeler, Inc.
410 SE Port St. Lucie Blvd
Port St. Lucie, FL 34984

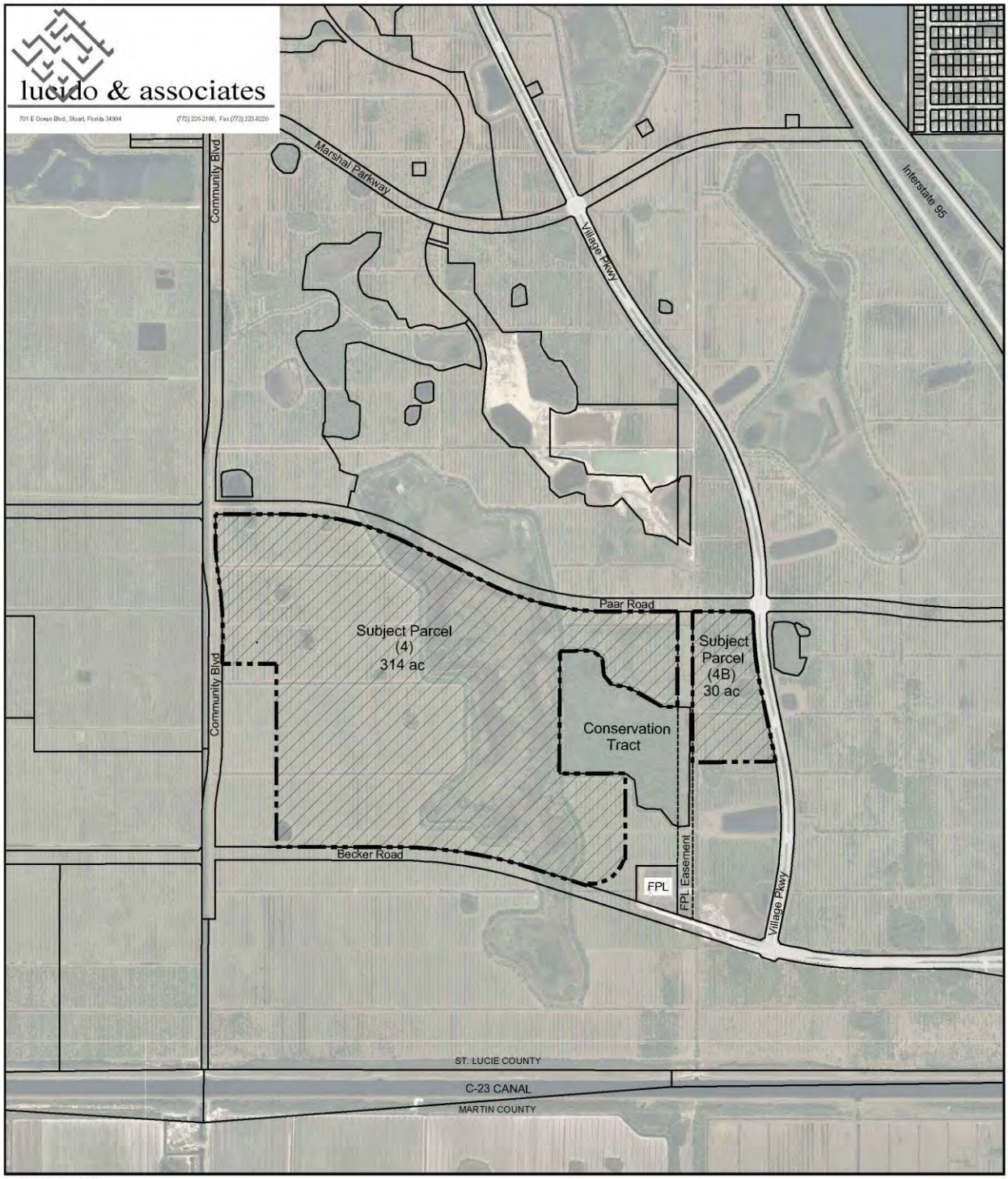
INTRODUCTION

The Southern Grove 4 (SG-4) proposed development area of approximately ~~344~~ 376 acres. The property currently has existing land use of New Community District-NCD and is zoned St. Lucie County AG-5. The proposed development area is located within the Southern Grove DRI of the City of Port St. Lucie, just west of Interstate 95 and south of Paar Drive (E/W #4).

The intent of this MPUD is to create residential development consistent with the City's Comprehensive Plan Policy 1.2.2.3 Residential Area. Open Space areas shall complement the development with natural zones and include corridors to incorporate the Tradition Trail network.

This is the second amendment to the existing SG-4 MPUD.

LOCATION MAP
(existing)

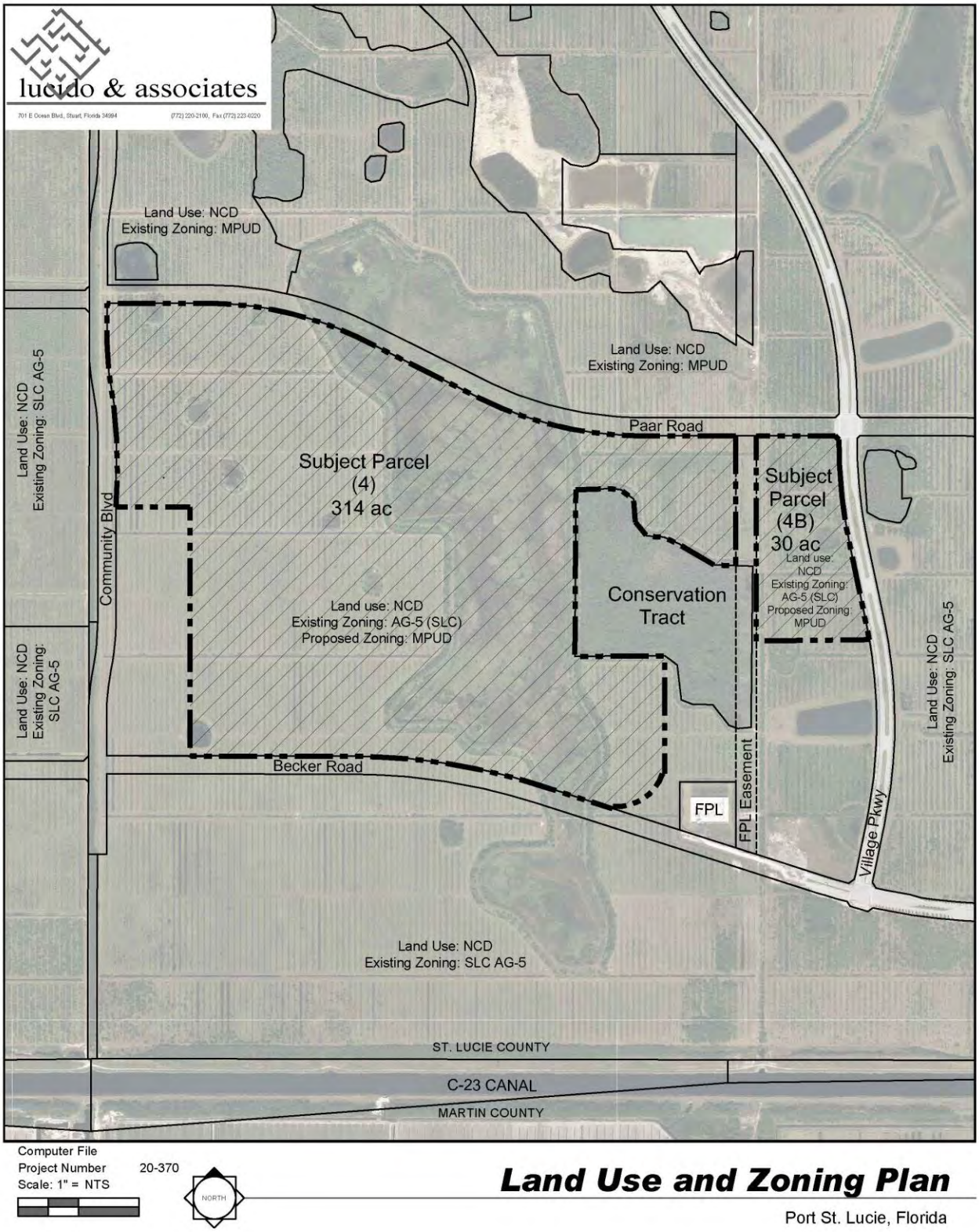


LOCATION MAP
(proposed)

AERIAL MAP
(existing)

AERIAL MAP
(proposed)

LAND USE and ZONING MAP
(existing)



LAND USE and ZONING MAP
(proposed)

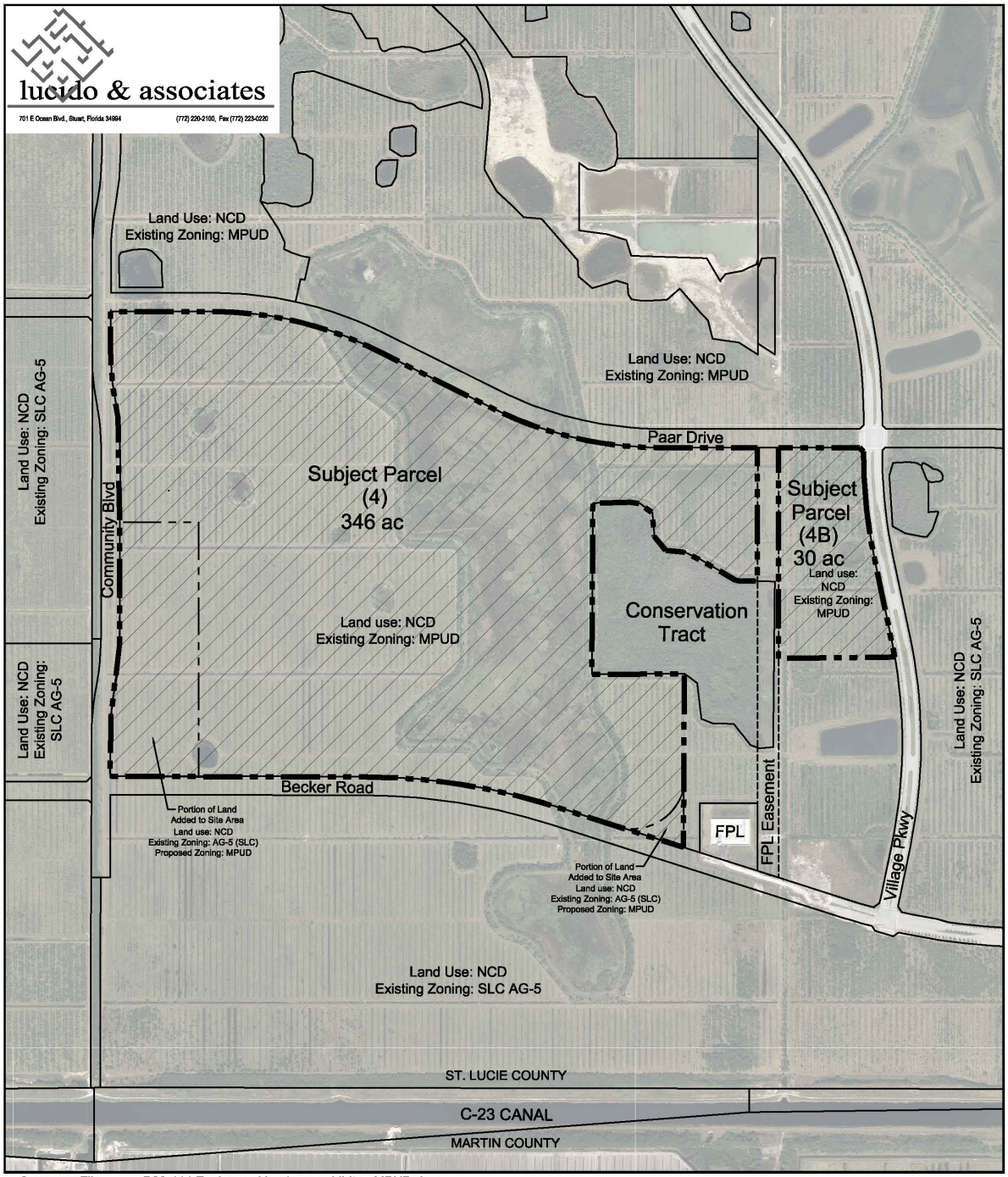


EXHIBIT 1

PUD AMENDMENT & REZONING APPLICATION

City of Port St. Lucie
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
(772) 871-5212 FAX (772) 871-5124

FOR OFFICE USE ONLY

Planning Dept. ~~P20-111~~ P22-227
Date Received _____
Fee & Receipt #_____

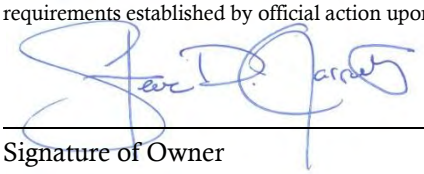
Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie". Fee is nonrefundable. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership i.e., two copies of deed or contract for purchase. Please type or print clearly in **BLACK** ink.

PROPERTY OWNER:
Name: Mattamy Palm Beach, LLC, by Tony Palumbo, VP of Land Acquisitions & Development, SE Florida Division
Address: 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, Florida 33426
Telephone No.: (772) 340-3500 FAX No.: _____
And: CCC-PSL LLC, 431 Office Park Dr., 2nd Floor, Birmingham. AL 35223

AGENT OF OWNER (if any):
Name: Lucido & Associates, by Steven D. Garrett,
Address: 701 SE Ocean Blvd., Stuart, FL 34994
Telephone No.: 772-220-2100 FAX No.: 772-223-0220

PROPERTY INFORMATION
Legal Description: See Exhibit 7
Parcel I.D. No.: See Exhibit 7
Current Zoning: St. Lucie County AG-5
Proposed Zoning: MPUD
Future Land Use Designation: NCD Acreage of Property: ~~344~~ **376** ac +/-
Reason for rezoning request: To create a new MPUD within the Residential Area of the NCD Land Use within Southern Grove DRI

1) Applicant must list on the first page of the attached amendment all proposed changes with corresponding page number(s).
2) All proposed additions must be underlined and deleted text must have a ~~strikethrough~~.
3) Where there are conflicts between the requirements of the general provisions of this chapter or other applicable codes of the city and the requirements established by official action upon a specific PUD, the latter requirements shall govern.



06/17/20

Signature of Owner Date

*If signature is not that of the owner, a letter of authorization from the owner is needed.

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facilities is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted. **Procedure** Section158.175(B)

EXHIBIT 2

MPUD APPICATION CHECKLIST

1. Statement of Unified Control of the entire area within the proposed PUD is enclosed as Exhibit 3.
2. Southern Grove 4 MPUD is a proposed community designed to encompass single family residential, multi-family residential, paired villa/duplex residential, and open space opportunities.
3. The Conceptual Plan for Southern Grove 4 MPUD is enclosed as Exhibit 8.
4. See Exhibit 4 for General Standards established for this MPUD. Development uses and standards are enclosed in Exhibit 6.
5. Includes the rezoning of approximately ~~344~~ 376 acres located west of I-95. The site is bordered by Paar Drive to the north, Community Blvd to the west, and Village Parkway to the east and Becker Road to the south.

EXHIBIT 3

JUNE 15, 2020

Planning & Zoning Dept.
City of Port St. Lucie
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Re: SOUTHERN GROVE 4 (PARCEL SG-4) MPUD

This letter is provided as a Statement of Unified Control in compliance with the City of Port St. Lucie zoning requirements. MATTAMY PALM BEACH, LLC is the owner of record of the subject property and copies of the warranty deeds are attached to this application.

Please feel free to contact me if you have any additional questions or comments.

Sincerely,

Tony Palumbo
Director of Land Acquisitions & Development
Mattamy Homes

December 6th, 2022

Planning & Zoning Dept.
City of Port St. Lucie
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Re: SOUTHERN GROVE 4 (PARCEL SG-4) MPUD

This letter is provided as a Statement of Unified Control in compliance with the City of Port St. Lucie zoning requirements, CCC – PSL LLC is the owner of record of a portion of the subject property, which portion is further described below, and copies of the warranty deeds are attached to this application.

Sincerely,

CCC-PSL LLC

By: _____

Name: Ben Walker

Its: Authorized Person

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

Parcel 1:

Tract B, of Southern Grove Parcel 28 Replat, according to the plat thereof, as recorded in Plat Book 95, Page 27, of the Public Records of St. Lucie County, Florida.

Parcel 2:

Non-Exclusive Easement for Storm Water Drainage for the Benefit of Parcel 1, as described in that Certain Drainage Easement recorded June 28, 2018 in Official Records Book 4150, Page 2743, of the Public Records of St. Lucie County, Florida.

EXHIBIT 4

GENERAL STANDARDS FOR DISTRICT ESTABLISHMENT

General Information: Current agricultural operations and exemptions on the property may continue.

Pursuant to Goals, Objective, and Policies of the City's Comprehensive Plan:

Area Requirements: The Southern Grove 4 MPUD property is approximately ~~344~~ 376 acres. The proposed development is consistent with Objective 1.2.2.3 in creating a New Community Development District to facilitate the development of a residential area.

Relation to Major Transportation Facilities: The Southern Grove 4 MPUD property is located south of Paar Drive (northern limits), west of Village Parkway (eastern limits), east of Community Boulevard (western limits) and north of Becker Road (southern limits). Main access to the property will be along both Paar Drive and Becker Road. Potential access points along Community Blvd may be considered once that roadway is constructed by others. Conceptual access points illustrated in Exhibit 8 may be refined, adjusted, and augmented during the site plan approval process for each parcel in coordination with the Public Works Dept. The proposed development is arranged in a manner to provide access to the property without creating or generating traffic along minor streets within residential areas or districts outside the MPUD.

Relation to Utilities, Public Facilities and services: The Southern Grove 4 MPUD property will be served by Port St. Lucie Utility Systems Department for water and wastewater, Home Town Communications for phone and cable service, Florida Power & Light for electricity, and Tradition Irrigation Company for irrigation quality water. All Utilities will be underground.

Physical Character of the Site: The Southern Grove 4 MPUD property is located within the Southern Grove Development of Regional Impact (DRI). Wetlands shown within the site boundary are permitted through ACOE permit #SAY-2006-2046. No wetlands are intended to be preserved and all mitigation requirements have been met with off-site preservation areas. The upland area of the site is generally improved pasture and former orange grove. Conceptual lake locations for storm water management are illustrated in Exhibit 8. Final lake locations and lake areas shall be determined during the site plan approval process for each parcel.

Consistency with the City's Comprehensive Plan: The Southern Grove 4 MPUD is consistent with the City's Comprehensive Plan. Policy 1.2.2.3 requires neighborhoods in the residential area to be a minimum size of 10 acres and a maximum size of 750 acres. The proposed MPUD is approximately ~~344~~ 376 acres.

The agricultural operations and exemptions will cease on those portions of the property upon commencement of construction activities pursuant to policy 1.2.2.14

EXHIBIT 5

SITE INFORMATION

(A) Total Acreage:

Land Uses included within this MPUD and approximate area:

-	Residential	~~344~~ 376 acres
TOTAL		~~344~~ 376 acres

See Exhibit 8 for MPUD Conceptual Master Plan

(B) Pedestrian Ways:

The major system of pedestrian movement will consist of sidewalks adjacent to the streets with connections to the neighborhoods. The minor systems will be developed within the neighborhoods as development occurs consistent with City of Port St. Lucie Code of Ordinances. A portion of the development area will incorporate the Tradition Trail corridor and encourage multimodal connectivity to community services and districts.

(C) Density:

Minimum Density: 1.00 units/gross acre

Maximum Density: 28.00 units/gross acre

This MPUD shall not exceed a maximum quantity of 1,300 dwelling units.

*~~note: Units not used within this development may be transferred to other developments within the DRI.~~

(D) Model Area(s):

The proposed location of model/sales areas shall be determined as individual parcels are developed and approved through the plan review process and require approval of the Site Plan Review Committee.

EXHIBIT 6

DEVELOPMENT USES AND STANDARDS

SECTION 1: RESIDENTIAL AREA

(A) Purpose. The purpose of the residential area shall be to locate and establish neighborhoods within the NCD District which are deemed to be uniquely suited for the development and maintenance of residential living of an urban and suburban character; to designate those uses and services deemed appropriate and proper for location and development within that area; and to establish development standards and provisions as are appropriate to ensure proper development in a residential environment. Residential areas shall contain integrated neighborhoods within a 2-mile radius of shops, services and other activities. Neighborhoods within the residential area shall be a minimum of ten (10) acres and a maximum of seven-hundred fifty (750) acres. Gated neighborhoods are permitted provided arterial roads are not gated and they are integrated into the overall community via pedestrian and bicycle connections. Higher density residential uses within the Residential area shall be encouraged to be located near Neighborhood/village areas, Town Centers, Mixed Use areas, central focal points, and the center or edge of neighborhood areas. The following standards shall be met in designing neighborhoods within the residential area.

(B) Permitted Principal Uses and Structures. Neighborhoods within the Residential area may include the following principal uses and structures.

1) Single-family dwelling (attached and detached);

2) ~~Single-family~~ Paired villa or duplex;

3) Single unit accessory apartments, home offices or studios with a maximum living area of 600 square feet shall be permitted above garages on residential lots;

4) Townhouse dwelling;

5) Multiple-family vertically attached dwelling;

6) ~~Rental Community~~ Multi-Family Horizontal – single family cottages and duplexes (excluding mobile homes)

7) Park or playground, or other public or private recreation or cultural facility (including but not limited to: Golf course or clubhouse, with or without an alcoholic beverage license for sale of alcoholic beverages to members and guests of the clubhouse; Open space devoted to the conservation and maintenance of natural waterways, vegetation and wild life; Hiking and/or bicycle trails; Nature study areas and boardwalks; Picnic areas);

8) Civic, institutional or cultural facility (including but not limited to churches or other places of worship, day care centers, schools (public or private), kindergarten through 12th grade, congregate living facilities;

9) Temporary sales trailers located upon the parcel for which sales activities are to be conducted.

(C) Special Exception Uses. The following uses may be permitted only following the review and specific approval thereof by the City Council:

Wireless communication antennas and monopole towers with a maximum height of 100 feet located within a public recreation areas or school sites, provided all other criteria as set forth in Section 158.213, City of Port St. Lucie Zoning Ordinances.

(D) Accessory Uses: As set forth within Section 2 hereof.

(E) Minimum Lot Requirements / Maximum Residential Density:
1) Single-family dwelling: Three thousand five hundred (3,500) square feet and width of thirty-five (35) feet, with a maximum gross project density of fifteen (15) dwelling units per acre;

2) Townhouse dwelling: One thousand four hundred (1,400) square feet and a width of eighteen (18) feet, with a maximum gross project density of twenty-eight (28) dwelling units per acre.

3) Multiple-family vertically attached dwelling: Five (5) acres and width of one hundred fifty (150) feet, with a minimum gross project density of ten (10) units per acre and maximum gross project density of twenty-eight (28) dwelling units per acre.

4) Paired Villa or Duplex dwelling: Five thousand two hundred eighty (5,280) square feet and minimum width of forty-eight (48) feet, with a maximum gross project density of twenty-eight (28) dwelling units per acre. Villa/Duplex product is considered a combination of two lots with one villa/duplex unit (two dwelling units).

5) ~~Rental Community~~ Multi-Family Horizontal: Five (5) acres and width of one hundred fifty (150) feet, with a minimum gross project density of ~~ten (10)~~ five (5) units per acre and maximum gross project density of twenty-eight (28) dwelling units per acre. (Cottages and duplexes)

6) All other permitted or special exception uses: Twenty thousand (20,000) square feet and a width of one hundred (100) feet.

(F) Maximum Building Lot Coverage: Sixty (60) percent provided that the maximum impervious surface does not exceed eighty (80) percent.

(G) Minimum Open Space: Thirty (30) percent. Within open space areas include a minimum of 5% useable open space in the form of squares, greens, parks, recreation areas and/or conservation areas.

(H) Maximum Building Height: Thirty-five (35) feet, measured to midpoint of roof pitch, provided that steeples and similar architectural embellishments shall have a maximum height of sixty (60) feet.

(I) Minimum Living Area:

1) Single-family dwelling: One thousand two hundred (1,200) square feet.

2) Townhouse, Paired Villa, Duplex, Cottage, Multiple-family dwellings:

a. Studio apartment, five hundred (500) square feet;
b. One (1) bedroom, six hundred (600) square feet;
c. Two (2) bedroom, eight hundred (800) square feet;
d. Three (3) bedroom, nine hundred (900) square feet.

(J) Yard Requirements and Buffering: Minimum setbacks shall be stated below unless otherwise indicated on Exhibit 10 of the Southern Grove - 4 MPUD.

1. Single-family dwelling:
   (a) Front yard. Each lot shall have a front yard with a building setback line of fifteen (15) feet and a front load garage setback line of eighteen (18) feet. Each lot having frontage on a non-gated collector road shall have a front yard with a building setback line of twenty-five (25) feet.
   (b) Side Yard: Each lot shall have two (2) side yards of five (5) feet in width and shall result in a minimum separation of ten (10) feet between adjacent buildings. A side yard of fourteen (14) feet shall be provided adjacent to a right-of-way.

   (c) Rear Yard: Each lot shall have a rear yard with a building setback line of ten (10) feet.

2. ~~Single-family~~ Paired Villa or Duplex:
   (a) Front Yard: Each lot shall have a front yard with a building setback line of fifteen (15) feet and a front load garage setback line of eighteen (18) feet.

   (b) Side Yard: Each lot shall have two (2) side yards five (5) feet in width and shall result in a minimum separation of ten (10) feet between adjacent buildings. A side yard of fourteen (14) feet shall be provided adjacent to a right-of-way. Lots shall have a zero foot setback on the zero lot line side of the lot and a side yard setback of five (5) feet on the non-zero foot lot line.

   (c) Rear Yard: Each lot shall have a rear yard with a building setback line of ten (10) feet.

3. Townhouse dwelling:
   (a) Each townhouse dwelling shall have a front yard with a minimum depth of ten (10) feet, a front load garage setback line of eighteen (18) feet, and a rear yard with a minimum depth of ten (10) feet. Screened enclosures shall be set back a minimum of five (5) feet from the rear property line. Each townhouse dwelling having frontage on a non-gated collector road shall have a front yard with a building setback line of twenty-five (25) feet.

   (b) No less than three (3) townhouse dwellings and no more than eight (8) townhouse dwellings shall be contiguous. No contiguous group of dwellings shall exceed two hundred forty (240) feet in length.

   (c) No portion of a townhouse or accessory structure in or related to one (1) group of contiguous townhouses shall be closer than fifteen (15) feet to any portion of a townhouse of accessory structure related to another group. A side yard having a minimum depth of ten (10) feet shall be provided between the side of any townhouse dwelling and a private or public street or right-of- way.

4. ~~Rental Community~~ Multi-Family Horizontal:
   Each ~~rental~~ community development shall have a setback of ~~fifteen (15)~~ twenty-five (25) feet from the front yard and road rights of way, and ten (10) foot from side and rear property lines. Where two or more ~~rental~~ buildings are situated upon a parcel, any two buildings shall be separated by a minimum of ten (10) feet.

5. Multiple-Family Vertically Attached dwelling:
   Each multi-family development shall have a setback of twenty-five (25) feet from the front yard and road rights-of-way and ten (10) feet from side and rear property lines. Where two or more buildings are situated upon a parcel, any two buildings shall be separated by a minimum of twenty (20) feet. No building shall have an effective length of mass exceeding three hundred (300) feet.

6. All other permitted, non-residential, or special exception uses:
   Setback requirements shall be fifteen (15) feet for front yard and from ~~public~~ private rights-of-way, twenty-five (25) feet from public rights-of-way, and ten (10) feet from side and rear property lines. Special exception uses shall require a minimum setback of twenty-five (25) from all property lines and rights-of-way.

7. Buffering: Where applicable, buffering shall be provided in accordance with the landscaping requirements of Chapter 154, City of Port St. Lucie Ordinances. All mechanical equipment shall be screened from public view. The screening shall be designed as both a visual barrier and a noise barrier .

(K) Off-Street Parking and Service Requirements: As set forth in Section 3 hereof.

(L) Site Plan Review: Each neighborhood within the Residential area shall submit a conceptual plan meeting the criteria set forth above and those criteria contained in the NCD District's Policies of the City of Port St. Lucie's Comprehensive Plan. Conceptual Plans shall be submitted for review and approved by the Planning and Zoning Director or the City's Site Plan Review Committee prior to approval of subdivision plats. Conceptual plans shall include adequate information to determine compliance with the required design standards set forth above, including but not limited to proximity to shops and services, lot sizes and setbacks, and minimum open space. An exhibit indicating building envelopes/setbacks shall be provided with each conceptual plan or subdivision plat submittal. Multi-Family~~, rental community,~~ and non-residential developments within the Residential area shall submit a site plan meeting the criteria set forth above for review and approval by the City's Site Plan Review Committee.

A conceptual plan shall include general street network, dwelling unit types and lot types, number of units, general lot sizes and setbacks, conceptual drainage, pedestrian & bike paths, preservation areas, and open space areas.

(M) Access: Gated subdivisions shall provide a minimum distance of 100' from the gate to the right-of way. There shall also be provided space for buses and trucks to maneuver around before the gated entrance. Secondary resident restricted entrances shall provide a minimum distance of 100' form the gate to the right-of-way.

SECTION 2: ACCESSORY USES AND STRUCTURES

(A) General Provisions: Accessory structures and uses are permitted in connection with any principal lawfully existing permitted use, provided that all accessory structures or uses are in full compliance with all setback, height, building coverage and other requirements. In no case shall accessory uses, either separately or in combination, exceed more than twenty (20) percent of the total floor area of the principal building or ground area of any lot, whichever is more restrictive.

(B) Accessory Uses in Residential Areas:

1. Accessory uses or structures shall not be located in that area extending from the front building line to the front property line unless otherwise specifically provided. Accessory uses or structures shall be located a minimum of five (5) feet from the rear property line, except where lakes or open space areas are adjacent to the rear property line and setback may be reduced to two (2) feet. The minimum setback from the side property lines shall be three (3) feet, provided ten (10) feet shall be provided adjacent to a right-of-way. A ten (10) foot minimum setback shall be provided for accessory uses associated with multiple-family development.

2. Accessory uses as permitted by Section 158.217 of the City of Port St. Lucie Zoning Code are allowed in the residential area.

(C) Accessory Uses in Non-Residential Areas:

1. Accessory uses or structures shall not be located in that area extending from the front building line to the front property line unless otherwise specifically provided. Accessory uses or structures shall be located a minimum of ten (10) feet from the rear property line, except where lakes or open space areas are adjacent to the rear property line, then the setback may be reduced to two (2) feet. The minimum setback from the side property lines shall be three (3) feet, provided ten (10) feet shall be provided adjacent to a right-of-way.

(D) Home Occupation: A home occupation shall be permitted within residential areas, subject to the provisions of Section 158.217(F).

SECTION 3: PARKING AND PEDESTRIAN REQUIREMENTS

(A) Parking Requirements: Each building, use, or structure shall be provided with on-street and / or off-street parking and service facilities in accordance with the provisions set forth herein. The maximum number of parking spaces to be provided is limited to one hundred twenty-five (125) percent of that required by the provisions set forth herein. On-street parking spaces directly and fully adjacent to a site and available to a development shall be counted toward the maximum. Maximum driveway widths for residential units shall be 26 feet. Dwelling units with garage spaces may include the garage spaces as required parking spaces.

1. Residential (single family, ~~rental~~ villa or duplex, ~~rental~~ cottage, multi-family horizontal): 1.5 spaces per dwelling unit.

2. Residential (multifamily vertical and townhomes): 1.75 spaces per dwelling unit plus 1 space for every 5 dwelling units,

3. Parks and Recreation:
   a) Private Facilities: No parking required provided adequate pedestrian access exists within the area intended to be served by the facility.

b) Public Facilities: All parking requirements shall be established for each specific use as part of the site plan review process.

(B) Shared or joint use of parking facilities between and among uses is authorized when:

1. There is a relationship among the land uses utilizing shared parking that will attract drivers to two or more uses in a single trip; and,

2. There is adequate linkage between the parking and each of the uses sharing the parking.

(C) Parking lot landscaping shall be in accordance with Chapter 153, City of Port St. Lucie Zoning Ordinances except that ten (10) foot parking islands shall be required to break up rows in groups of twelve (12) contiguous spaces.

(D) Pedestrian Access:

1. An on-site pedestrian and bike circulation system which links the street and the primary entrance(s) of the structure(s) on the site shall be provided with each conceptual plan or site plan. Sidewalks or pedestrian ways must connect the required pedestrian system to existing pedestrian systems on adjacent developments if adequate safety and security can be maintained.

2. The circulation system must be hard-surfaced, ADA acceptable, and be at least 5 feet wide.

SECTION 4: LANDSCAPING

(A) Plant Material:

1. Tree species height, spread and minimum clear trunk and shrub heights shall meet or exceed the minimum specified by the USDA's Grades and Standards for Nursery Stock, current edition. Each tree in a grouping shall be counted separately.

2. Tree species shall be a minimum of fourteen (14) feet overall height when planted with a minimum four (4) foot spread in accordance with the USDA's Grades and Standards for Nursery Stock, current edition.

3. Existing plant material used to meet the intent of this section and City of Port St. Lucie Code of Ordinances, will not have to be of a quality comparable to Florida No. 1 since this material was not nursery grown.

4. No more than eighty (80) percent of the required trees shall be native species.

5. No less than twenty-five (25) percent of all required trees shall be native species.

(B) Easement and Utility Area Landscaping: Trees and all vegetation with intrusive root systems shall not be planted within ten (10) feet of any utilities; including water and sewer lines, exiting utility pole, guy wire, and pad mounted transformers. No protective barriers will be required. All proposed utilities shall maintain separation distances from all City mains as required by the city and FDEP.

(C) Residential Landscaping: The number of trees to be provided per lot shall be as follows:
A. Lots less than 6,000 sf shall provide two (2) trees.
B. Lots from 6,000 to 7,000 sf shall provide three (3) trees.
C. Lots over 7,500 sf shall provide four (4) trees.

(D) Perimeter landscape requirements adjacent to lakes may be relocated to other areas within the project site to allow creativity in landscape design adjacent to the lake (up to 100% of required landscape).

(E) Adjacent to Collector and Arterial roadways: The 6' fence or wall is at the discretion of the developer; however, the minimum City of Port St. Lucie landscape (plant material) requirements shall be met.

(F) Perimeter landscape buffer strips along a public right-of-way shall be a minimum of 20' wide. All other perimeter buffer strips shall be a minimum of 10' wide with or without a wall. Landscape buffer strips for interior parcels within the MPUD may be a minimum of five (5) feet between adjacent parcels or where parking areas are interconnected, provided an area equal to a ten (10) foot buffer is provided elsewhere on site.

SECTION 5: UTILITIES

(A) Proposed Sanitary Sewer System:
The proposed Southern Grove project is located within the City of Port St. Lucie Water and Sewer Service Area. The proposed Sanitary Sewer System for Southern Grove project will consist of Gravity Sanitary Sewer Mains and Manholes, which will flow to on-site Sewage Pump Stations. The proposed maximum depth of gravity sewer mains and number of pump stations are dependent on the existing soil conditions and may vary due to those existing soil conditions. The Developer shall minimize the number of pump stations designed and installed. The proposed wastewater pump stations will have force mains, which will carry the flows to the existing City of Port St. Lucie wastewater transmission system. The existing City of Port St. Lucie wastewater transmission system consists of an existing Force Main on Village Parkway. The proposed sewer transmission system will include force main connections to the existing City force main. All proposed pump stations shall require a connection to the existing fiber optics system for communication purposes.

(B) Proposed Water Distribution System:
The proposed Southern Grove project is located within the City of Port St. Lucie Water and Sewer Service Area. The proposed Water Distribution System for Southern Grove project will consist of a large Water Main along the Village Parkway that runs along the eastern boundary of the subject property. There will be several connections to the Village Parkway main, and these water mains will be extended along all other roadways within the project.
The proposed water mains will be connected to the existing City of Port St. Lucie potable water system. The existing City of Port St. Lucie potable water system consists of large water mains on Discovery Way, Village Parkway, and along the proposed Community Blvd roadway, located on the perimeter of the Southern Grove site. The proposed water main connections for the site will include multiple water connections on all sides of the project.

SECTION 6: TRADITION TRAIL

Provisions for Tradition Trail shall be provided within this development. A fence or wall may be utilized to separate the private development areas from the public trail system.

~~The proposed Tradition Trail (when developed by the City of Port St. Lucie and/or the master developer of Tradition) shall be allowed to cross private residential streets if necessary. A formalized pedestrian crossing shall occur at any private residential street and pedestrian awareness signs identifying Tradition Trail and the road crossings shall be implemented. No fencing or other security measures shall block use and continuation of the public trail along the perimeter of the development.~~

EXHIBIT 7
(existing)

SKETCH AND LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A PORTION OF PARCEL 28 ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART FOR COMMUNITY BOULEVARD AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 3935 AT PAGE 2995, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 28 OF THE ABOVE MENTIONED SOUTHERN GROVE PLAT NO. 3, THENCE NORTH 09°00'00" EAST, A DISTANCE OF 823.87 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH AN ANGLE OF 26° 33' 21", FOR AN ARC LENGTH OF 1355.70 FEET, HAVING A RADIUS OF 2925.00 FEET, AND WHOSE CHORD BEARS SOUTH 76° 43' 19" EAST FOR A DISTANCE OF 1343.60 FEET; THENCE SOUTH 63°26'39" EAST, A DISTANCE OF 1026.51 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH AN ANGLE OF 26° 33' 04", FOR AN ARC LENGTH OF 1424.97 FEET, HAVING A RADIUS OF 3075.00 FEET, AND WHOSE CHORD BEARS SOUTH 76° 43' 11" EAST FOR A DISTANCE OF 1412.25 FEET; THENCE, SOUTH 89°59'43" EAST, A DISTANCE OF 772.17 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THAT CERTAIN FPL EASEMENT AS RECORDED IN OFFICAL RECORDS BOOK 97, PAGE 505, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE, ALONG SAID WEST LINE, SOUTH 00°02'34" WEST, A DISTANCE OF 1071.58 FEET; THENCE, NORTH 88°09'35" WEST, A DISTANCE OF 174.90 FEET; THENCE, NORTH 59°39'57" WEST, A DISTANCE OF 339.85 FEET; THENCE, NORTH 66°10'52" WEST, A DISTANCE OF 139.67 FEET; THENCE, NORTH 84°50'59" WEST, A DISTANCE OF 141.44 FEET; THENCE, NORTH 39°22'02" WEST, A DISTANCE OF 145.89 FEET; THENCE, NORTH 04°53'53" WEST, A DISTANCE OF 190.67 FEET; THENCE, NORTH 53°33'23" WEST, A DISTANCE OF 126.97 FEET; THENCE, NORTH 82°12'24" WEST, A DISTANCE OF 76.76 FEET; THENCE, SOUTH 88°19'34" WEST, A DISTANCE OF 298.14 FEET; THENCE, SOUTH 00°21'19" WEST, A DISTANCE OF 1374.53 FEET; THENCE, NORTH 89°42'37" EAST, A DISTANCE OF 743.35 FEET; THENCE, SOUTH 00°00'00" EAST, A DISTANCE OF 972.53 FEET; THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT THROUGH AN ANGLE OF 76° 26' 50", FOR AN ARC LENGTH OF 527.03 FEET, HAVING A RADIUS OF 395.00 FEET, AND WHOSE CHORD BEARS SOUTH 56° 32' 03" WEST FOR A DISTANCE OF 488.80 FEET; THENCE, SOUTH 17°40'40" WEST, A DISTANCE OF 17.58 FEET; THENCE, NORTH 72°19'20" WEST, A DISTANCE OF 629.53 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH AN ANGLE OF 17° 35' 06", FOR AN ARC LENGTH OF 1557.60 FEET, HAVING A RADIUS OF 5075.00 FEET, AND WHOSE CHORD BEARS NORTH 81° 06' 53" WEST FOR A DISTANCE OF 1551.50 FEET; THENCE, NORTH 89°54'26" WEST, A DISTANCE OF 1359.89 FEET; THENCE, NORTH 00°00'50" EAST, A DISTANCE OF 2052.00 FEET; THENCE, SOUTH 89°59'54" WEST, A DISTANCE OF 611.21 FEET; THENCE, NORTH 00°05'34" EAST, A DISTANCE OF 562.33 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH AN ANGLE OF 10° 44' 31", FOR AN ARC LENGTH OF 415.27 FEET, HAVING A RADIUS OF 2215.00 FEET, AND WHOSE CHORD BEARS NORTH 05° 16' 42" WEST FOR A DISTANCE OF 414.68 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH AN ANGLE OF 10° 44' 31", FOR AN ARC LENGTH OF 387.15 FEET, HAVING A RADIUS OF 2065.00 FEET, AND WHOSE CHORD BEARS NORTH 05° 16' 42" WEST FOR A DISTANCE OF 386.60 FEET; THENCE, NORTH 00°05'34" EAST, A DISTANCE OF 321.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 314.223 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

TOGETHER WITH:

A PORTION OF PARCEL 28 ACCORDING TO SOUTHERN GROVE PLAT NO.3,

AS RECORDED IN PLAT BOOK 61, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY NORTHEAST CORNER OF PARCEL 28 OF THE ABOVE MENTIONED SOUTHERN GROVE PLAT NO. 3, THENCE SOUTH 44°59'52" EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 00°00'00" EAST, TO THE WEST RIGHT-OF-WAY LINE OF VILLAGE PARKWAY, A DISTANCE OF 14.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 4119.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 11°51'40", A DISTANCE OF 852.70 FEET; THENCE SOUTH 11°51'40" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE OF VILLAGE PARKWAY, A DISTANCE OF 675.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3969.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 01°55'36", A DISTANCE OF 133.47 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, NORTH 90°00'00" WEST, A DISTANCE OF 934.21 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THAT CERTAIN FPL EASEMENT AS RECORDED IN DEED BOOK 234, PAGE 102, AND DEED BOOK 238, PAGE 134, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE, ALONG SAID EAST LINE, NORTH 00°02'34" EAST, A DISTANCE OF 1683.05 FEET TO THE NORTH LINE OF SAID PARCEL 28; THENCE, ALONG SAID NORTH LINE, SOUTH 89°59'43" EAST, A DISTANCE OF 650.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.000 ACRES OF LAND, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

CONTAINING A COMBINED 344.223 ACRES, MORE OR LESS.

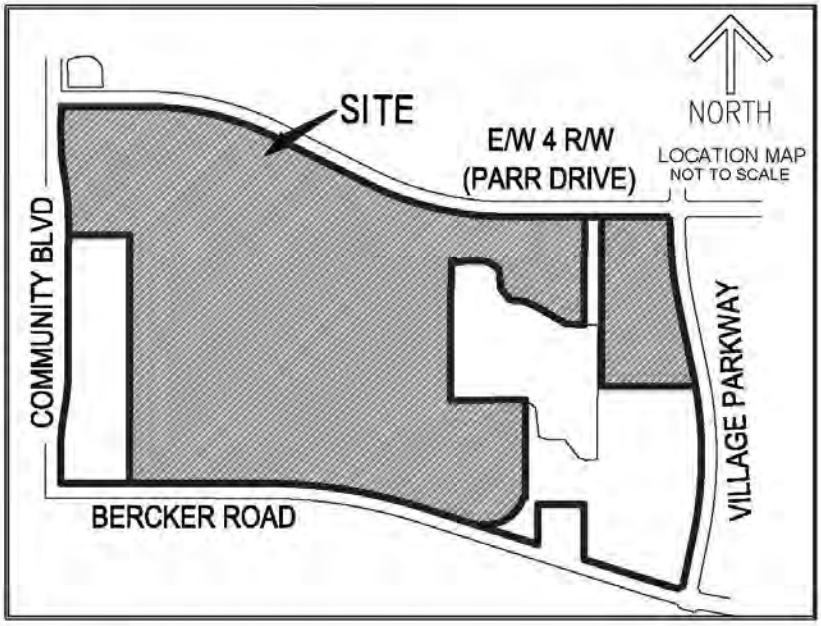
SHEET 1 OF 14

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

SG4 MPUD
SKETCH OF DESCRIPTION

RONNIE L. FURNISS
PROFESSIONAL SURVEYOR
AND MAPPER LS6272
STATE OF FLORIDA
L.B. 3591

DATE	8/05/2020
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	8993



LEGAL DESCRIPTION:

ALL OF PARCEL 28 ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART FOR COMMUNITY BOULEVARD AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 3935 AT PAGE 2995, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 436.727 ACRES OF LAND, MORE OR LESS.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N90°00'00"W ALONG THE NORTH LINE OF PARCEL 28 SOUTHER GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 26, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON AUGUST 05, 2020. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 2 OF 14

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
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SG4 MPUD
SKETCH OF DESCRIPTION

RONNIE L. FURNISS
PROFESSIONAL SURVEYOR
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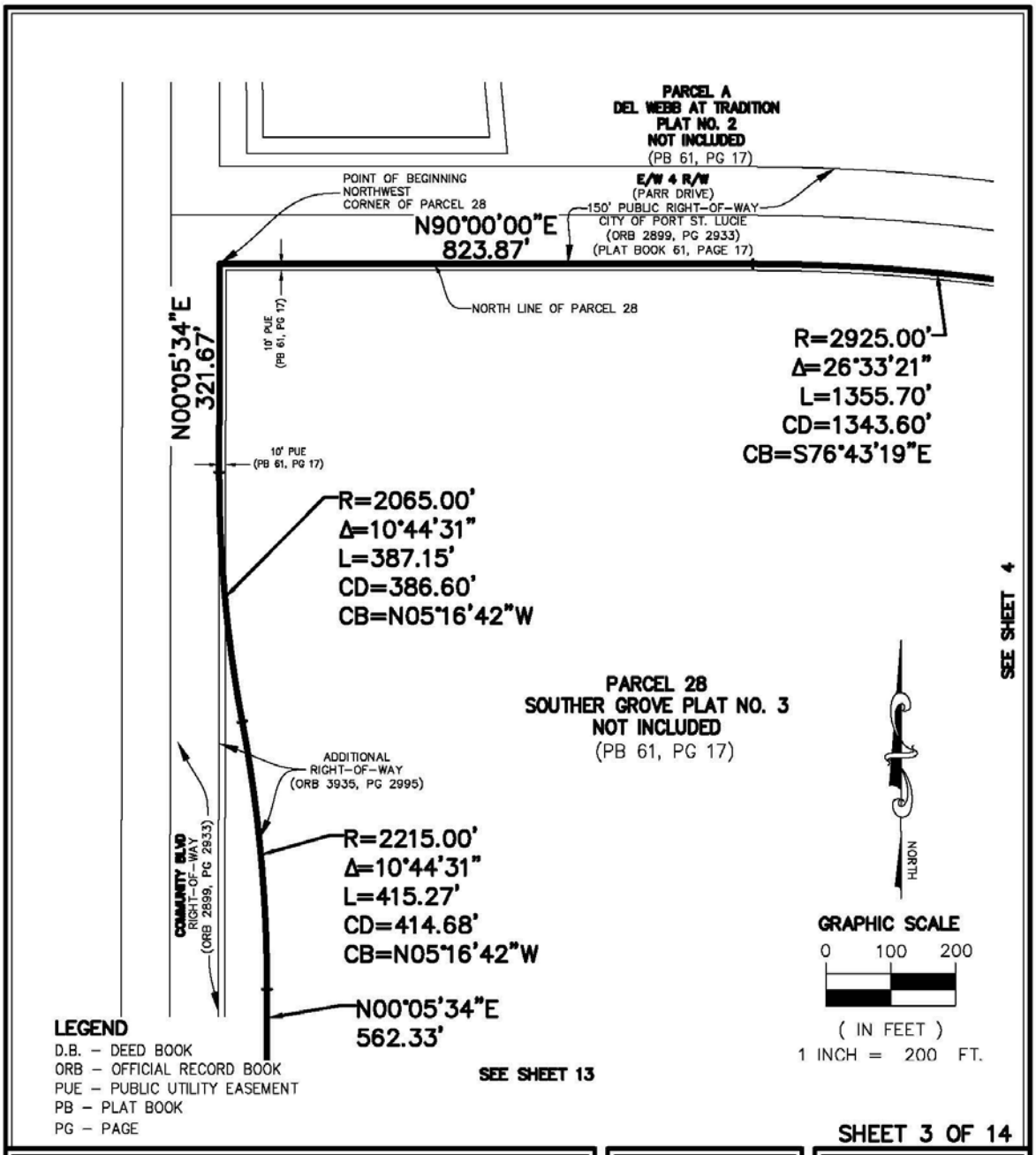

SHEET 3 OF 14

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

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F.B./ PG.	N/A
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SG4 MPUD
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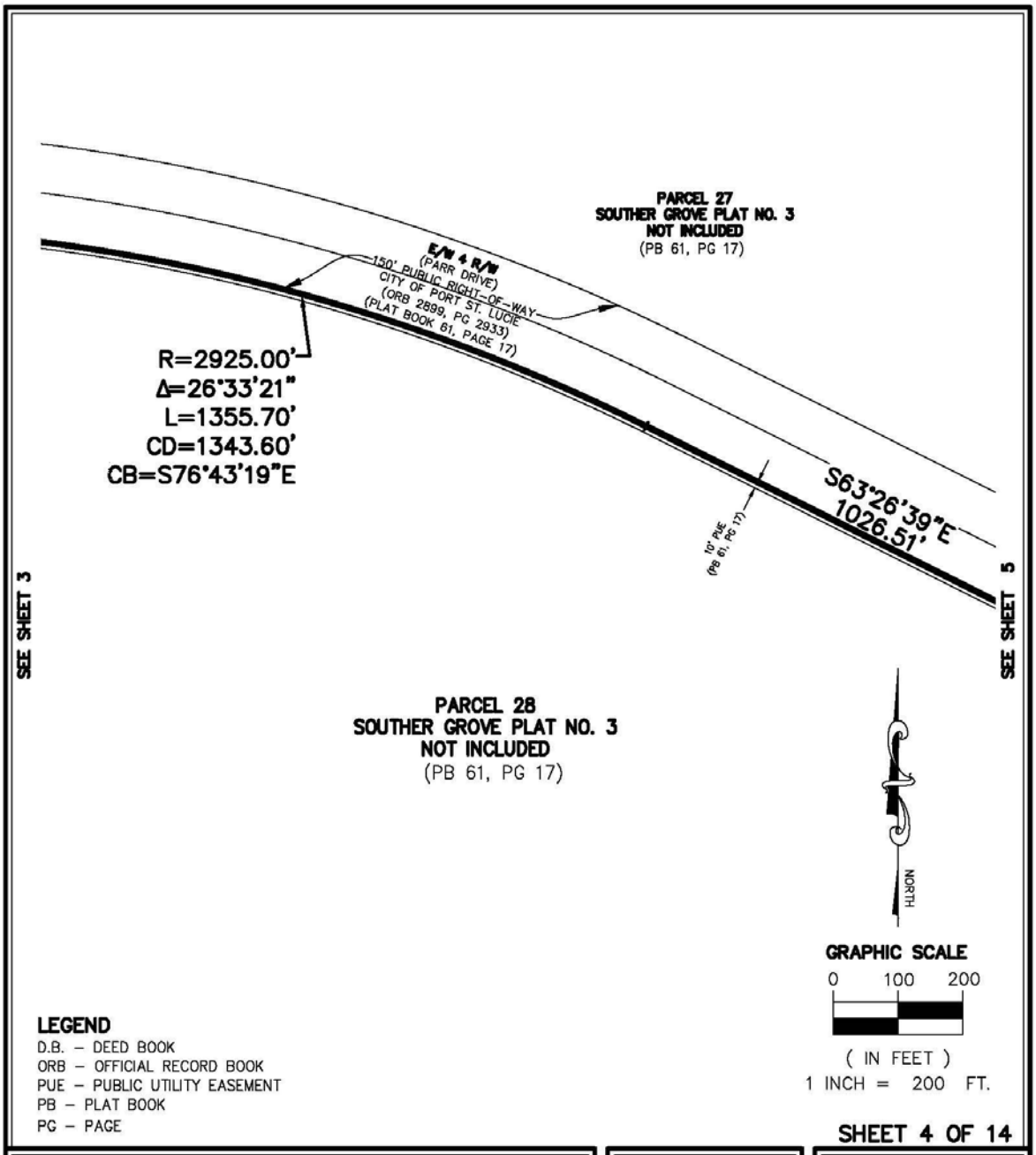

LEGEND

D.B. – DEED BOOK
ORB – OFFICIAL RECORD BOOK
PUE – PUBLIC UTILITY EASEMENT
PB – PLAT BOOK
PG – PAGE

SHEET 4 OF 14

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
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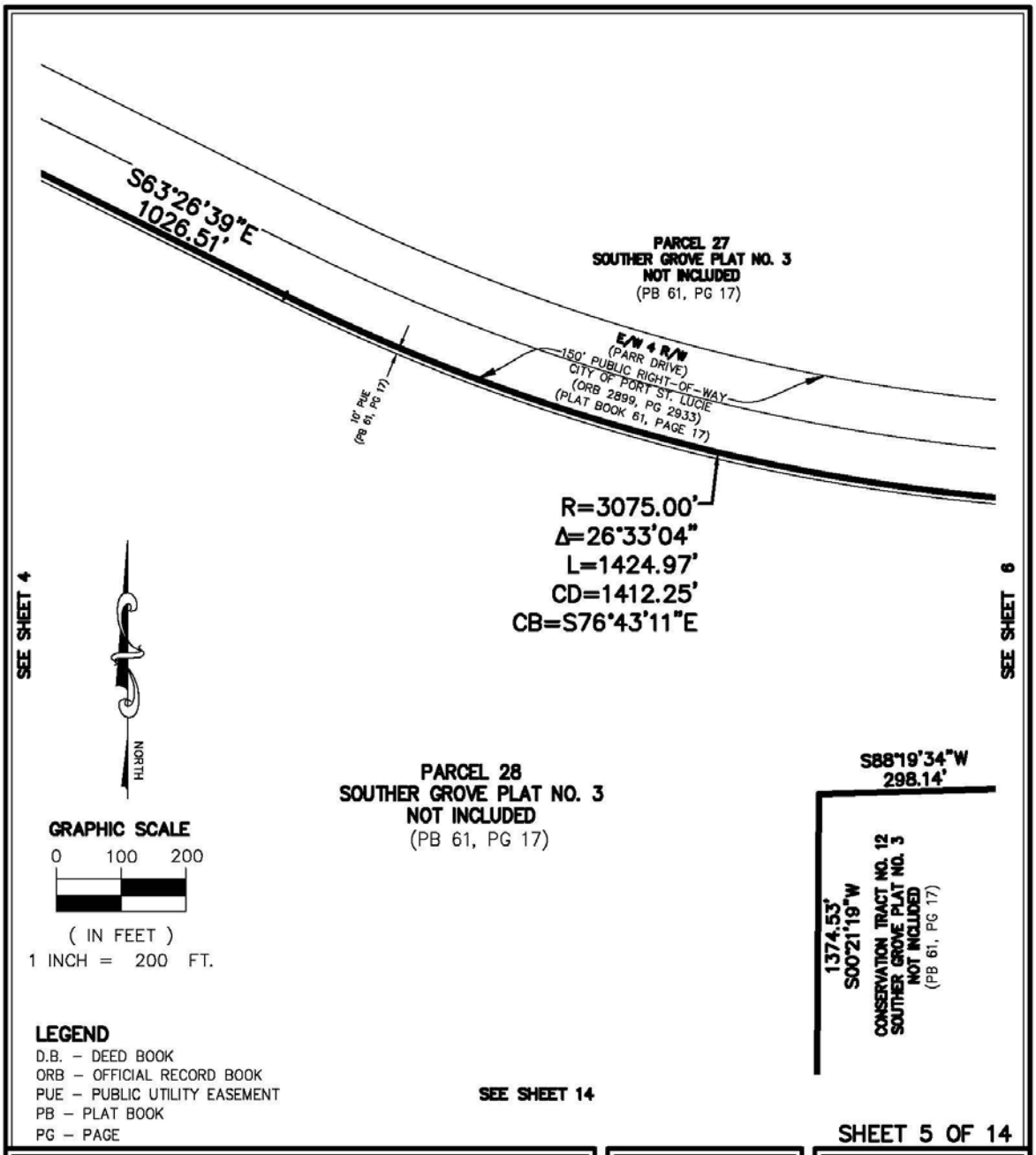

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7900 GLADES ROAD - SUITE 100
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SG4 MPUD
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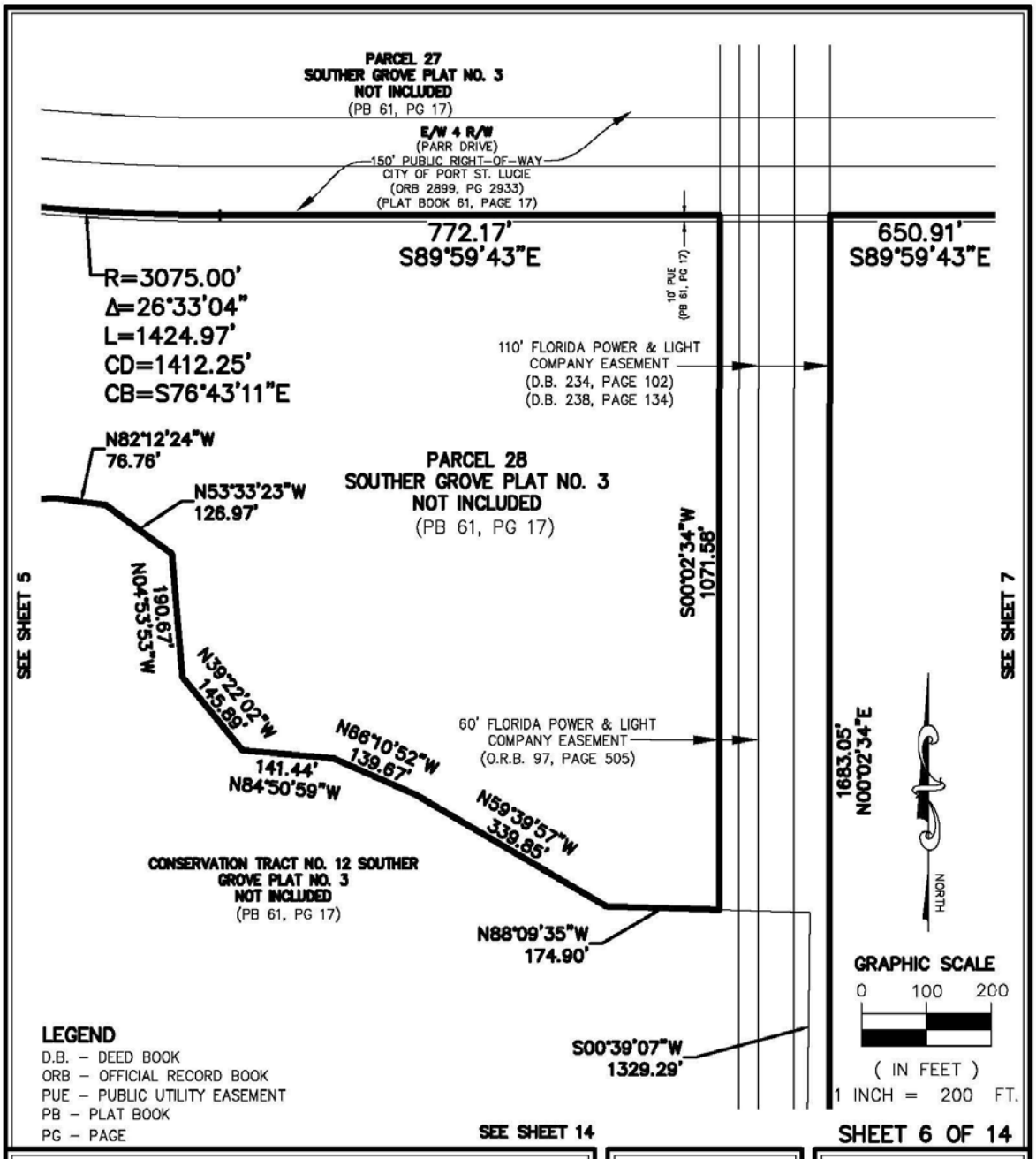

CAULFIELD & WHEELER, INC.
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7900 GLADES ROAD - SUITE 100
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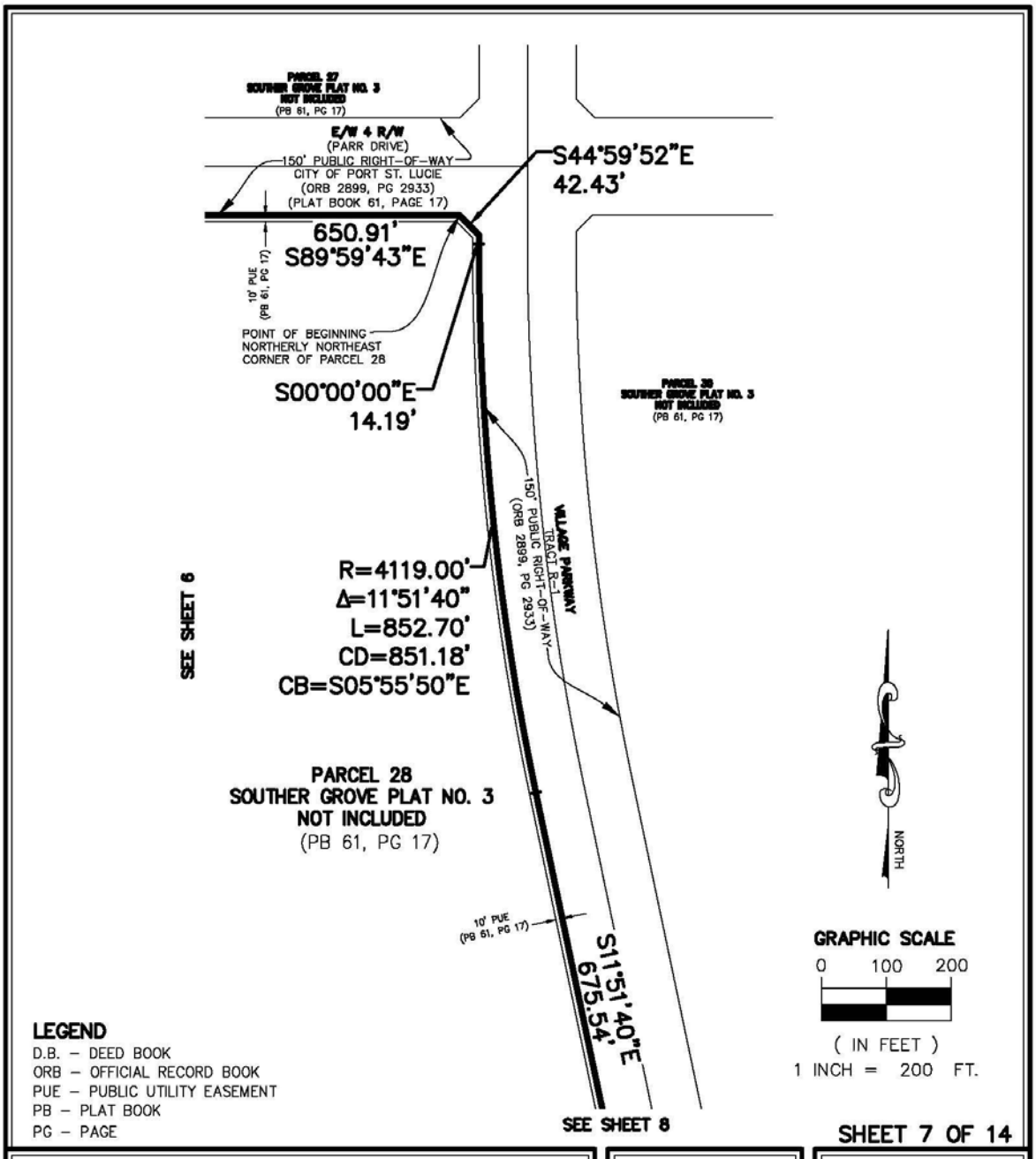
SG4 MPUD
SKETCH OF DESCRIPTION

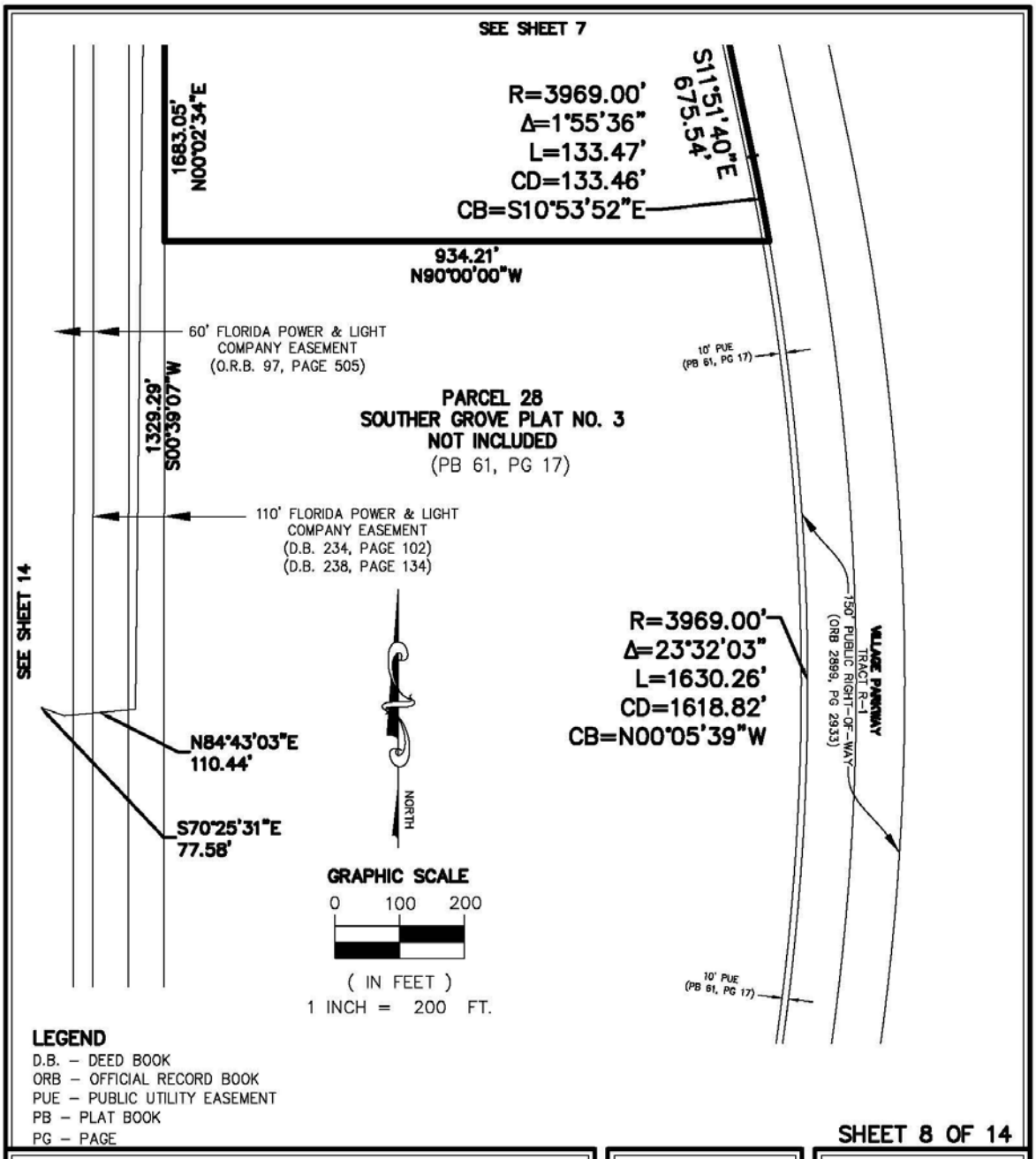


SHEET 7 OF 14

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	8/5/2020
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	8993

SG4 MPUD
SKETCH OF DESCRIPTION



LEGEND

D.B. – DEED BOOK
ORB – OFFICIAL RECORD BOOK
PUE – PUBLIC UTILITY EASEMENT
PB – PLAT BOOK
PG – PAGE

SHEET 8 OF 14

CAULFIELD & WHEELER, INC.
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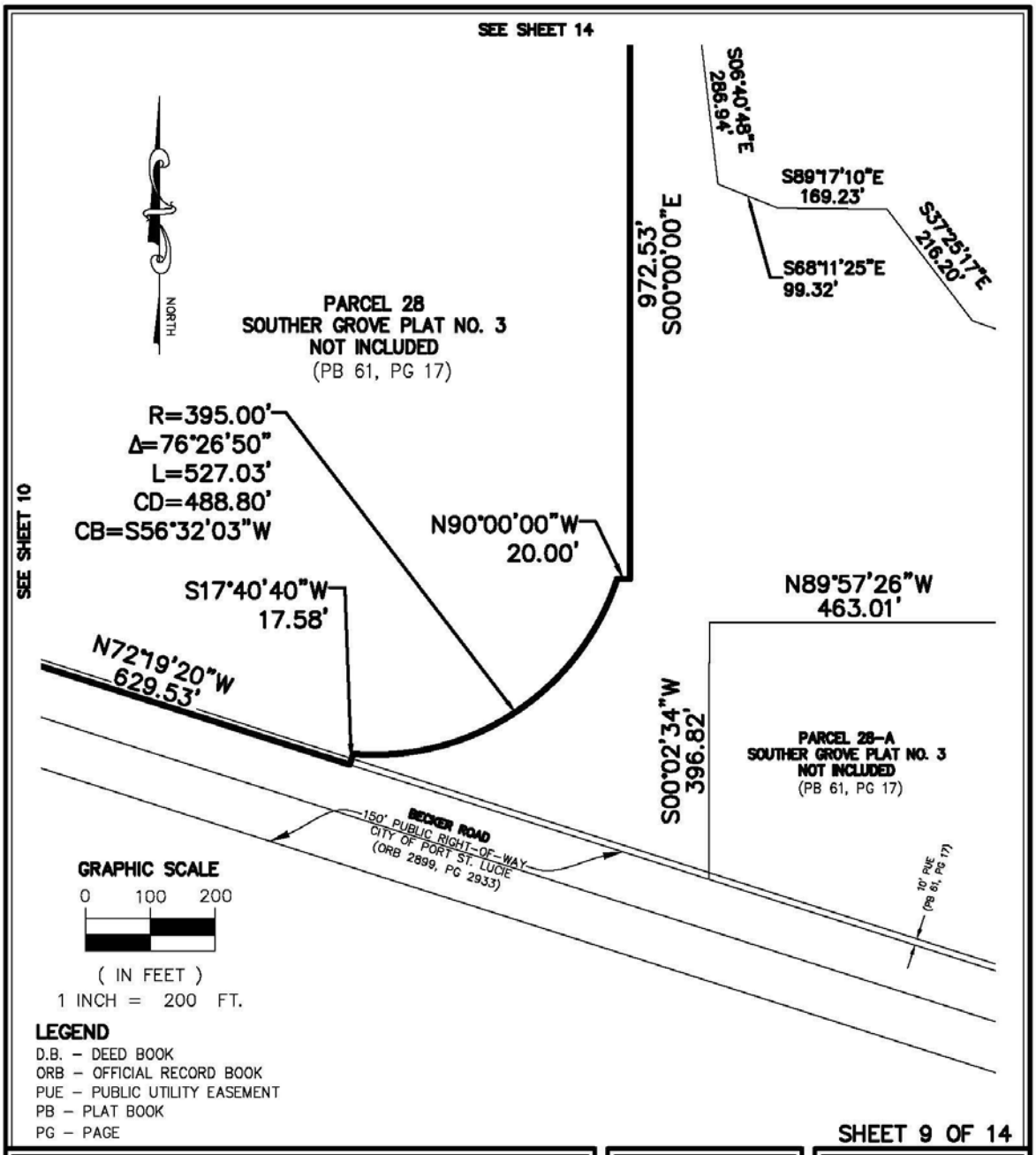

SHEET 9 OF 14

CAULFIELD & WHEELER, INC.
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DATE	8/5/2020
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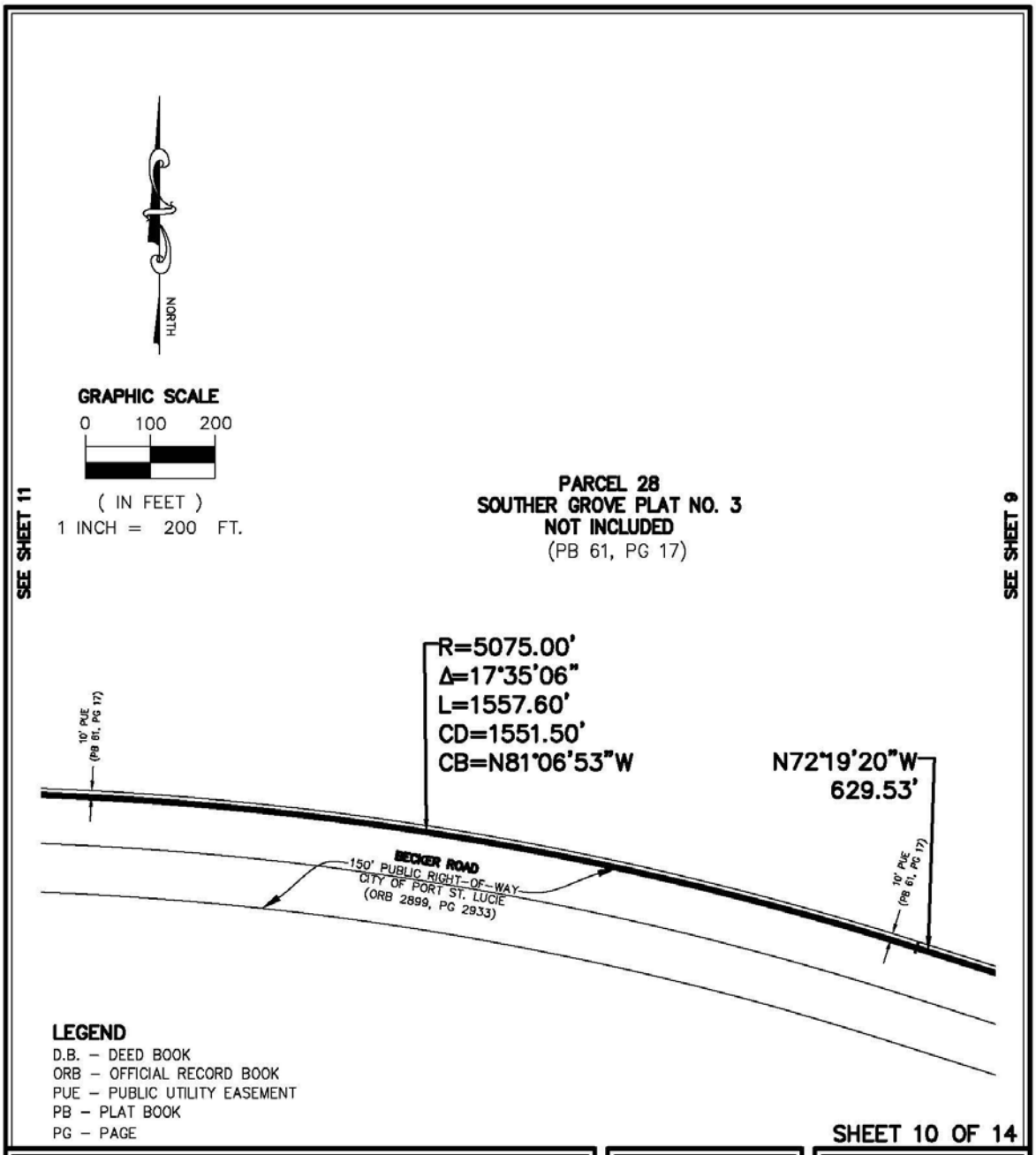
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	8993



SHEET 10 OF 14

CAULFIELD & WHEELER, INC.
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SG4 MPUD
SKETCH OF DESCRIPTION

DATE	8/5/2020
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	8993

GRAPHIC SCALE

0 100 200

(IN FEET)

1 INCH = 200 FT.

PARCEL 28
SOUTHER GROVE PLAT NO. 3
NOT INCLUDED
(PB 61, PG 17)

SEE SHEET 12

SEE SHEET 10

R=5075.00'
Δ=17°35'06"
L=1557.60'
CD=1551.50'
CB=N81°06'53"W

10' PUE (PB 61, PG 17)

N89°54'26"W
1359.89'

BECKER ROAD
150' PUBLIC RIGHT-OF-WAY
CITY OF PORT ST. LUCIE
(ORB 2899, PG 2933)

LEGEND

D.B. – DEED BOOK
ORB – OFFICIAL RECORD BOOK
PUE – PUBLIC UTILITY EASEMENT
PB – PLAT BOOK
PG – PAGE

SHEET 11 OF 14

CAULFIELD & WHEELER, INC.
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F.B./ PG.	N/A
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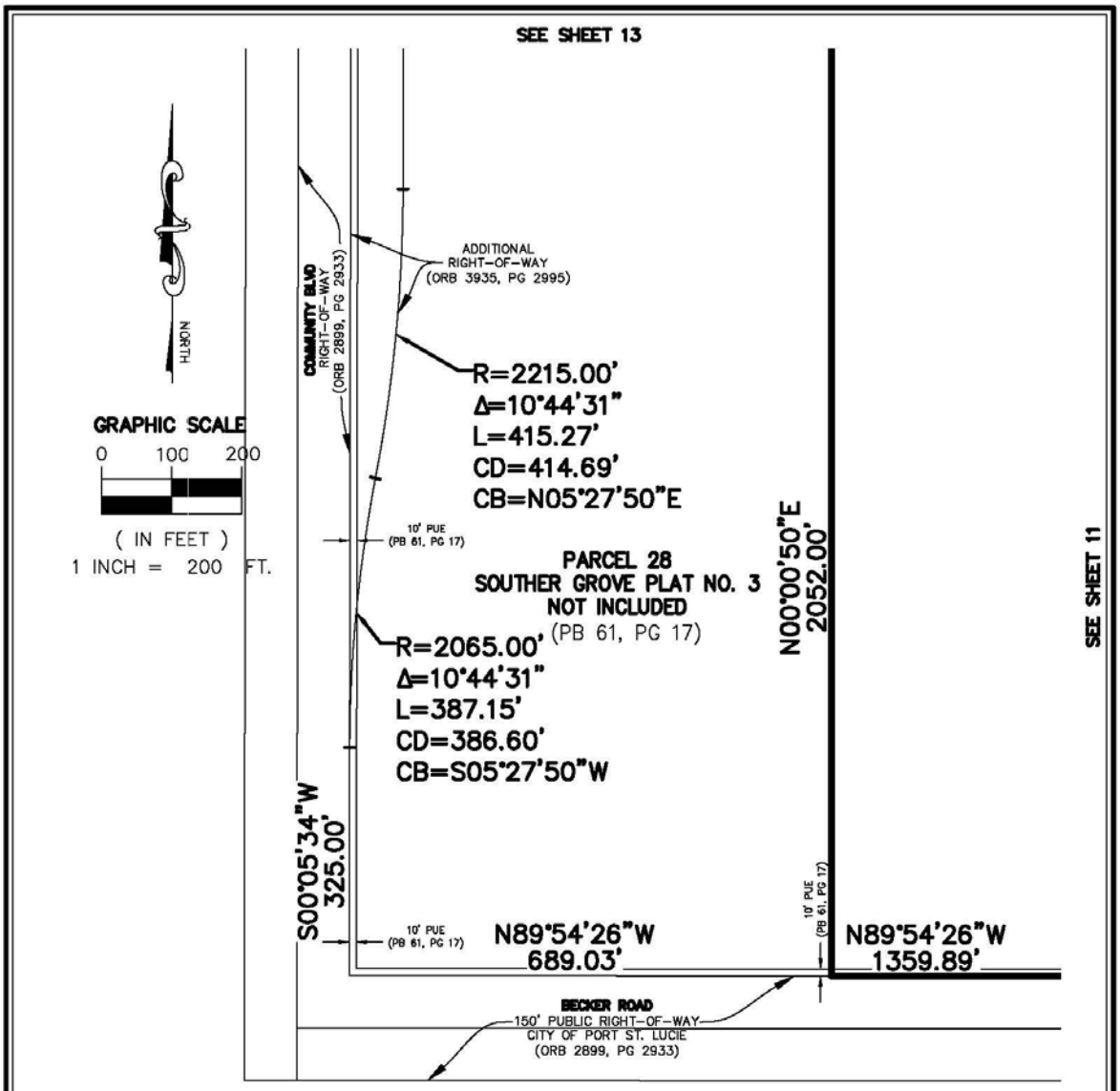


LEGEND

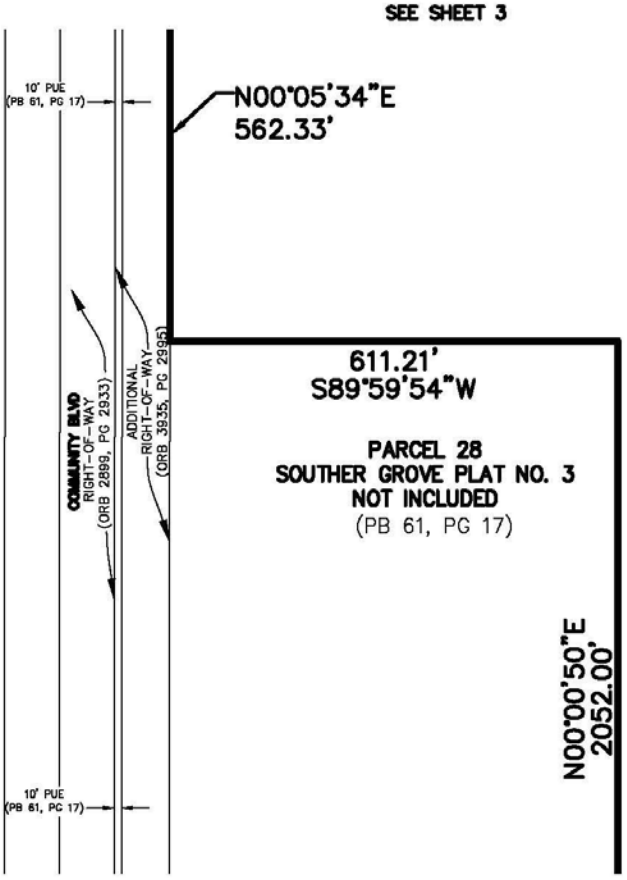
D.B. – DEED BOOK
ORB – OFFICIAL RECORD BOOK
PUE – PUBLIC UTILITY EASEMENT
PB – PLAT BOOK
PG – PAGE

SHEET 12 OF 14

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

SG4 MPUD
SKETCH OF DESCRIPTION

DATE	8/5/2020
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	8993



GRAPHIC SCALE

0 100 200

(IN FEET)

1 INCH = 200 FT.

LEGEND

D.B. – DEED BOOK
ORB – OFFICIAL RECORD BOOK
PUE – PUBLIC UTILITY EASEMENT
PB – PLAT BOOK
PG – PAGE

SHEET 13 OF 14

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

SG4 MPUD
SKETCH OF DESCRIPTION

DATE	8/5/2020
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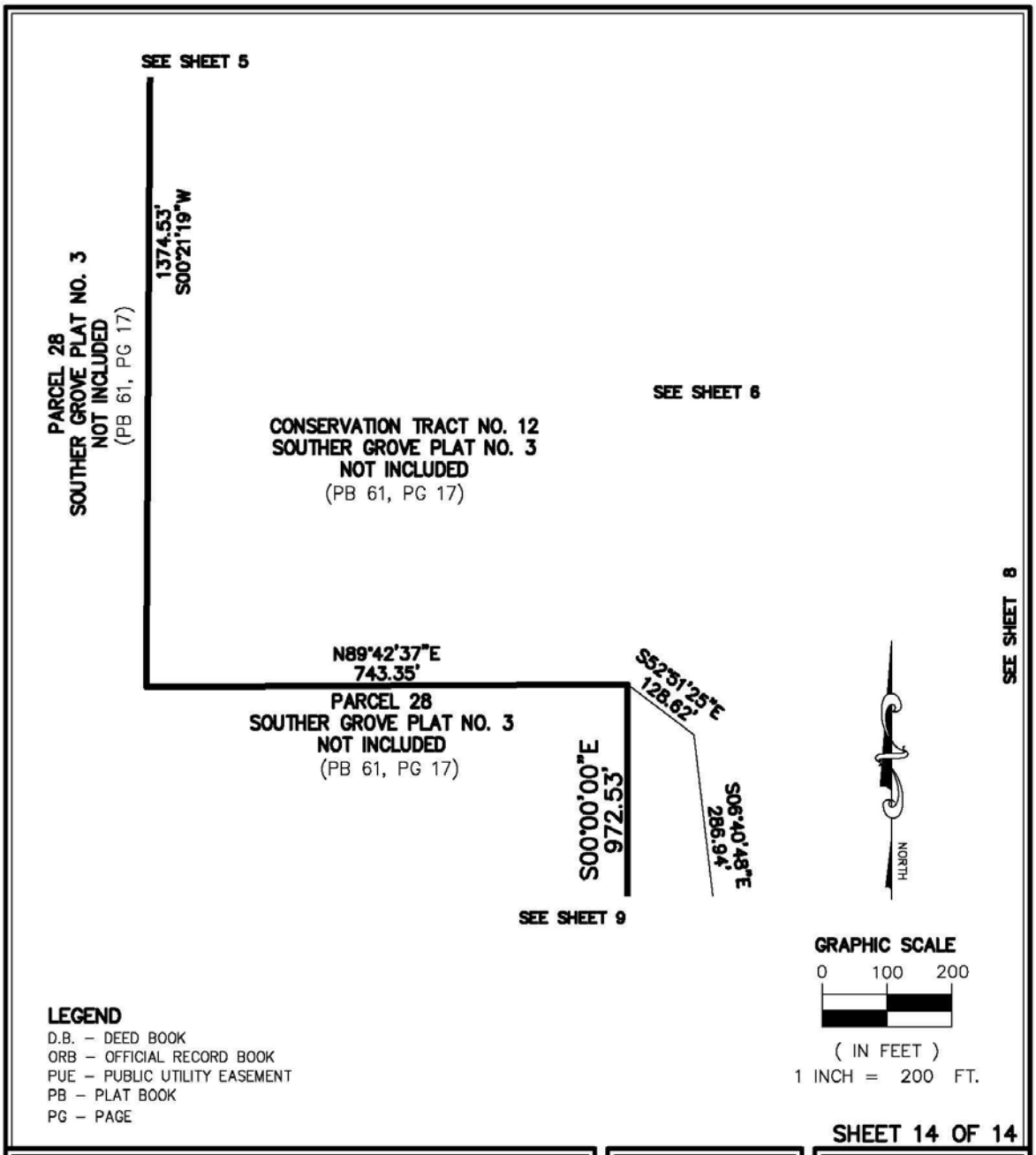

LEGEND

D.B. – DEED BOOK
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PB – PLAT BOOK
PG – PAGE

SHEET 14 OF 14

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
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PHONE (561)-392-1991 / FAX (561)-750-1452

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DATE	8/5/2020
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	8993

EXHIBIT 7
(proposed additional land area)

LEGAL DESCRIPTION:

A PORTION OF KENLEY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 104, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PLAT OF THE ABOVE MENTIONED KENLEY, THENCE, NORTH 00°05'34" WEST, A DISTANCE OF 325.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH AN ANGLE OF 10° 44' 31", FOR AN ARC LENGTH OF 387.15 FEET, HAVING A RADIUS OF 2065.00 FEET, AND WHOSE CHORD BEARS NORTH 05° 27' 50" EAST FOR A DISTANCE OF 386.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH AN ANGLE OF 10° 44' 31", FOR AN ARC LENGTH OF 415.27 FEET, HAVING A RADIUS OF 2215.00 FEET, AND WHOSE CHORD BEARS NORTH 05° 27' 50" EAST FOR A DISTANCE OF 414.69 FEET; THENCE, NORTH 00°05'34" EAST, A DISTANCE OF 929.35 FEET; THENCE, SOUTH 89°54'26" EAST, A DISTANCE OF 611.00 FEET; THENCE, SOUTH 00°05'34" WEST, A DISTANCE OF 2052.12 FEET; THENCE, NORTH 89°54'26" WEST, A DISTANCE OF 686.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.023 ACRES OF LAND, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

TOGETHER WITH:

A PORTION OF KENLEY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 104, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 28-A OF THE PLAT OF SOUTHERN GROVE PLAT NO. 3 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 61, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THENCE, NORTH 72°19'20" WEST, A DISTANCE OF 202.88 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 72°19'20" WEST, A DISTANCE OF 543.58 FEET; THENCE, NORTH 17°40'40" EAST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH AN ANGLE OF 107° 21' 34", FOR AN ARC LENGTH OF 740.14 FEET, HAVING A RADIUS OF 395.00 FEET, AND WHOSE CHORD BEARS NORTH 53° 59' 53" EAST FOR A DISTANCE OF 636.52 FEET; THENCE, SOUTH 00°19'06" WEST, A DISTANCE OF 558.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.765 ACRES OF LAND, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

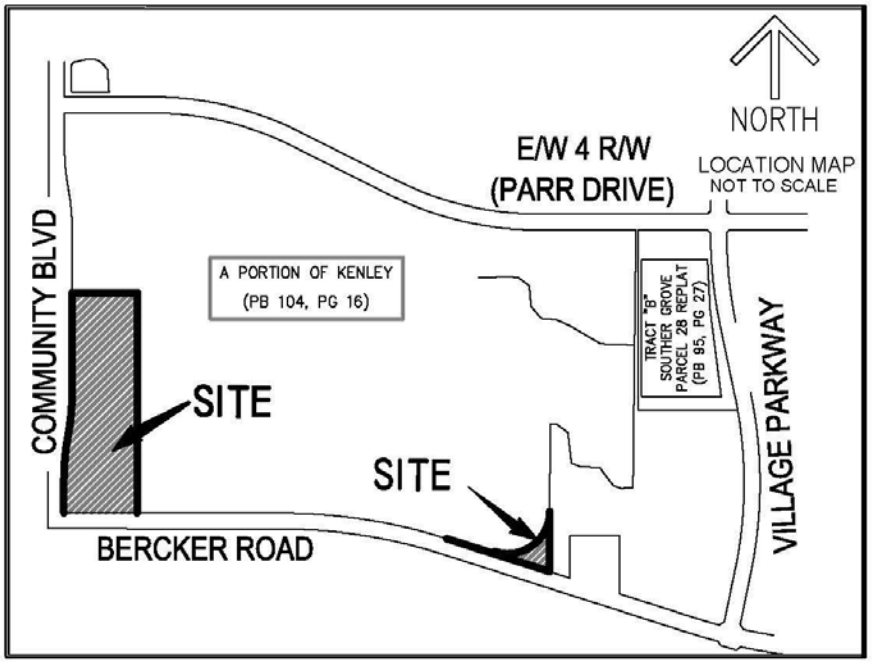
SHEET 1 OF 5

PROJECT NO. P22-227

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

SG4 MPUD
SKETCH OF DESCRIPTION

DATE	12/06/2022
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	8993



NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N89°54'26"W ALONG THE SOUTH LINE OF TRACT A1 KENELY, AS RECORDED IN PLAT BOOK 104, PAGE 16, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 6, 2022. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

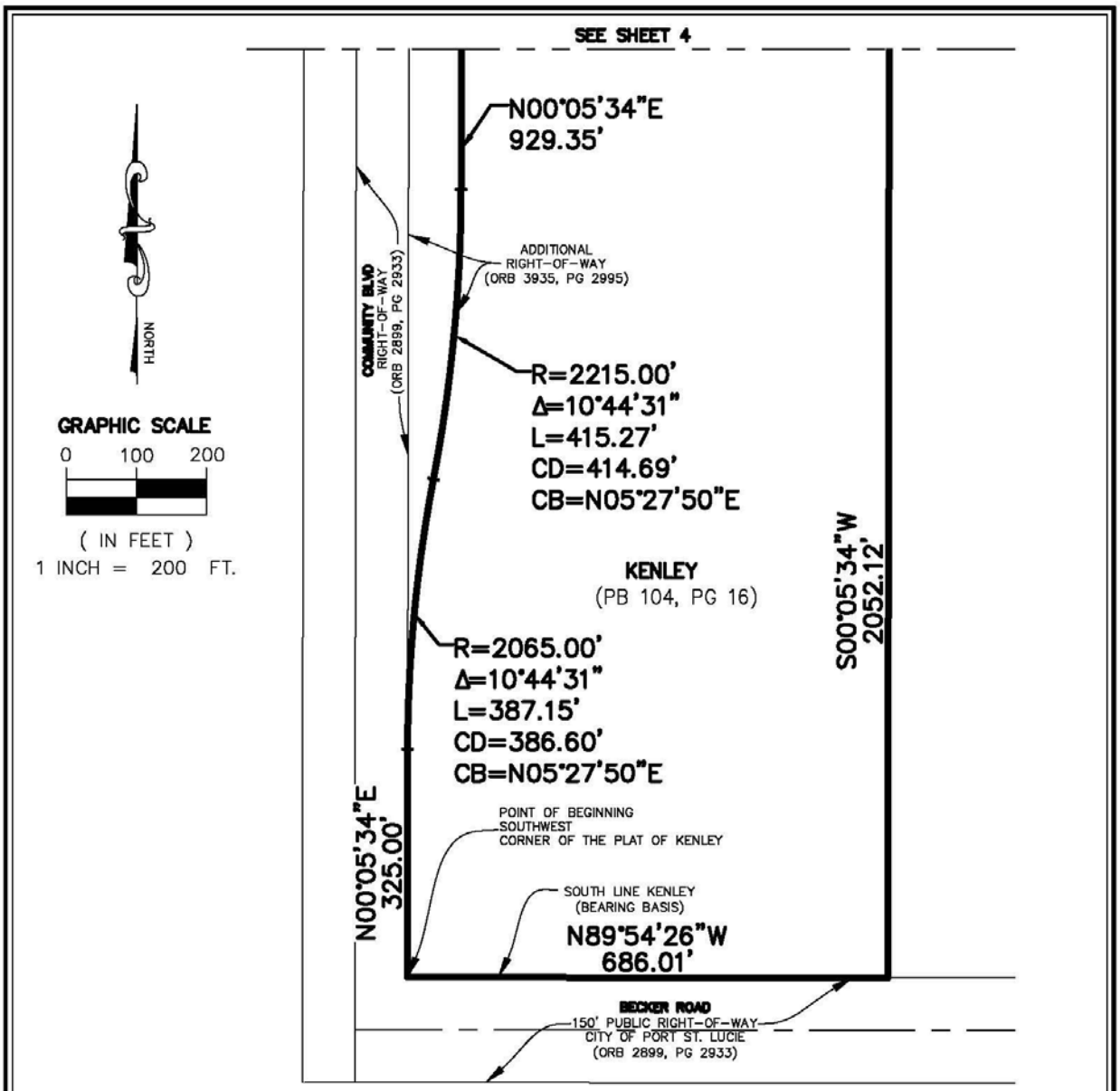
SHEET 2 OF 5

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

SG4 MPUD
SKETCH OF DESCRIPTION

RONNIE L. FURNISS
PROFESSIONAL SURVEYOR
AND MAPPER LS6272
STATE OF FLORIDA
L.B. 3591

DATE	12/06/2022
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	8993



LEGEND

D.B. – DEED BOOK
ORB – OFFICIAL RECORD BOOK
PUE – PUBLIC UTILITY EASEMENT
PB – PLAT BOOK
PG – PAGE

SHEET 3 OF 5

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
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SG4 MPUD
SKETCH OF DESCRIPTION

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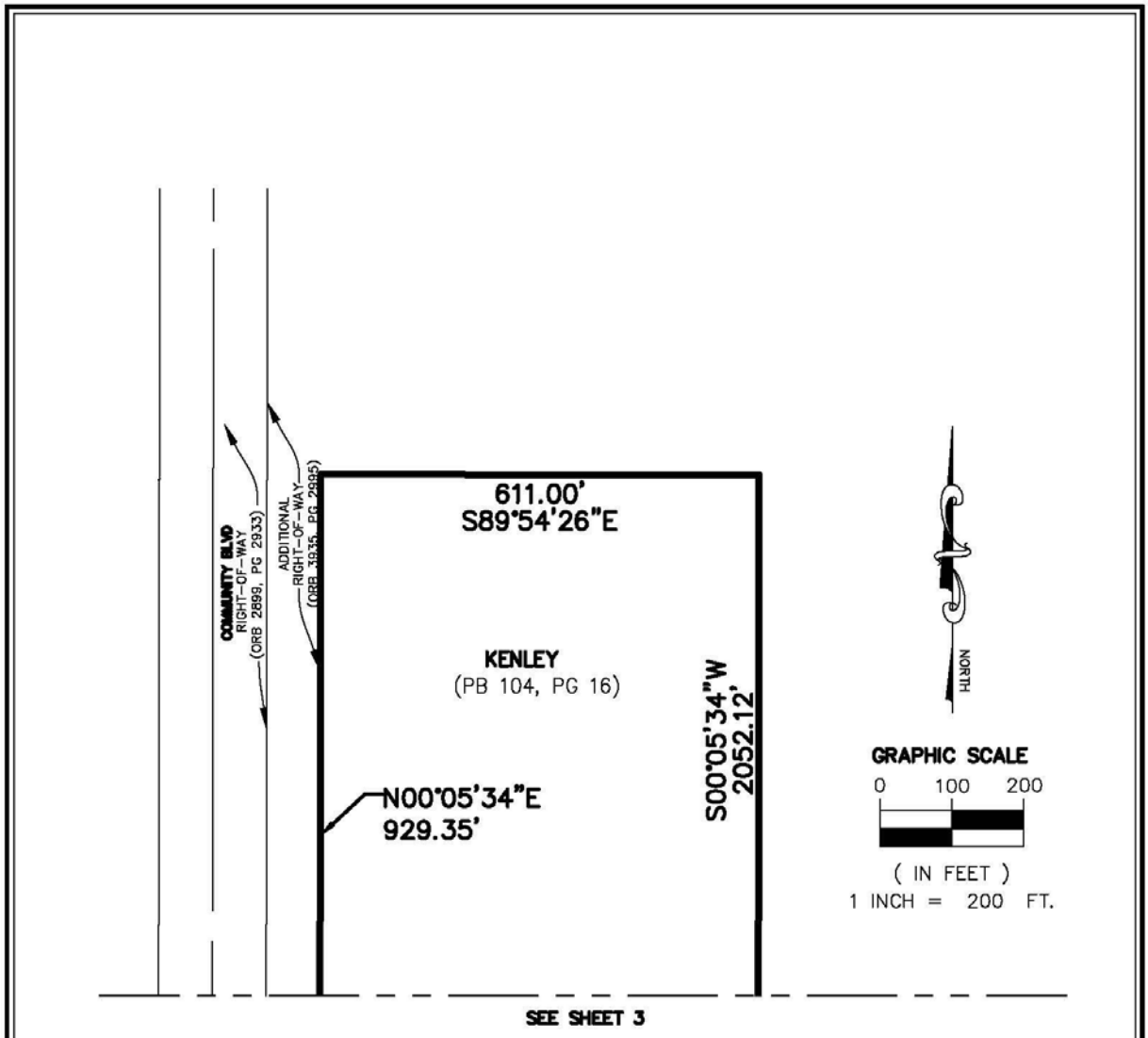

LEGEND

D.B. – DEED BOOK
ORB – OFFICIAL RECORD BOOK
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PB – PLAT BOOK
PG – PAGE

SHEET 4 OF 5

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
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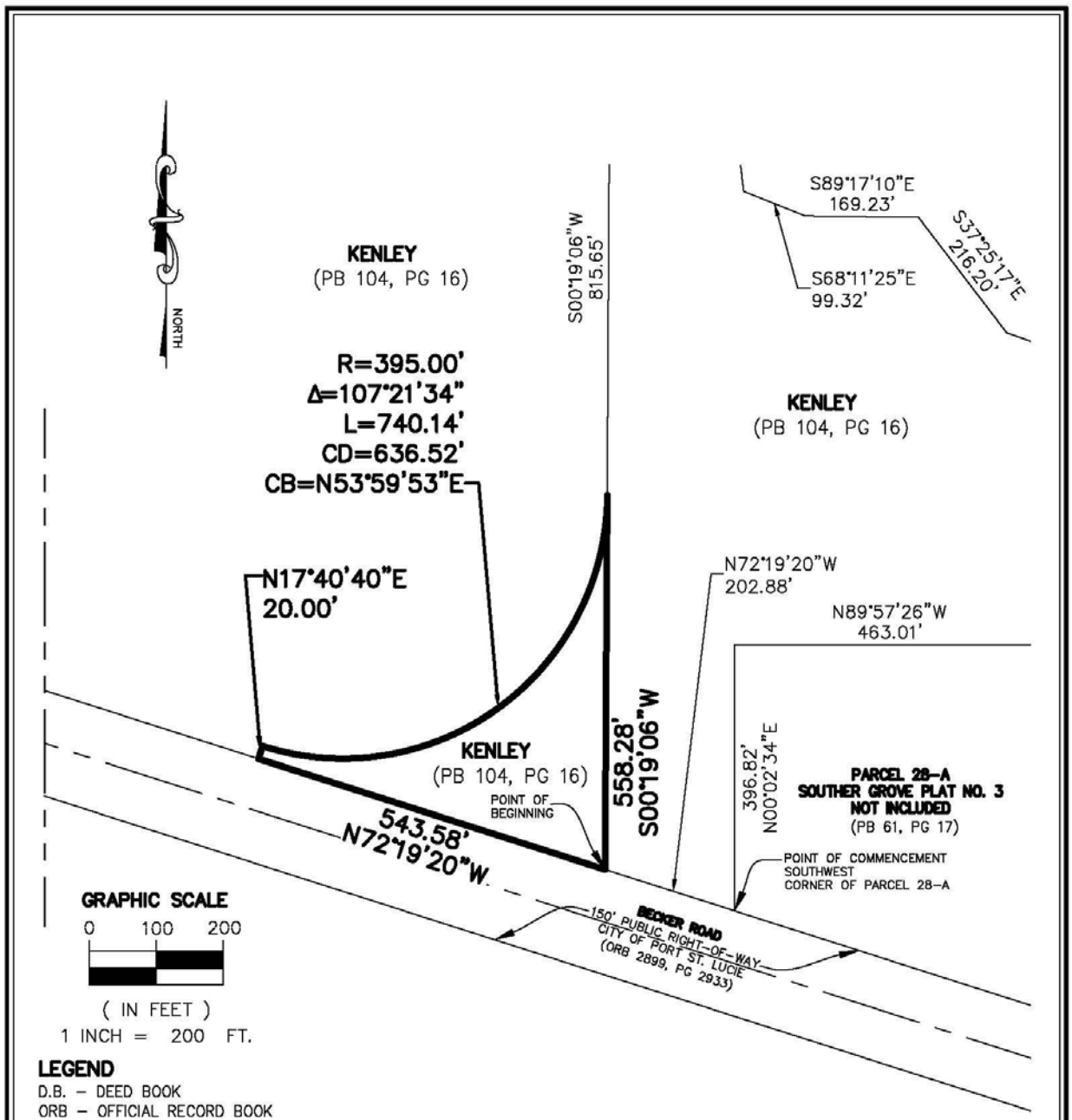

SHEET 5 OF 5

CAULFIELD & WHEELER, INC.
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DATE	12/06/2022
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F.B./ PG.	N/A
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JOB NO.	8993

SG4 MPUD
SKETCH OF DESCRIPTION

EXHIBIT 8
(existing)

CONCEPTUAL PLAN

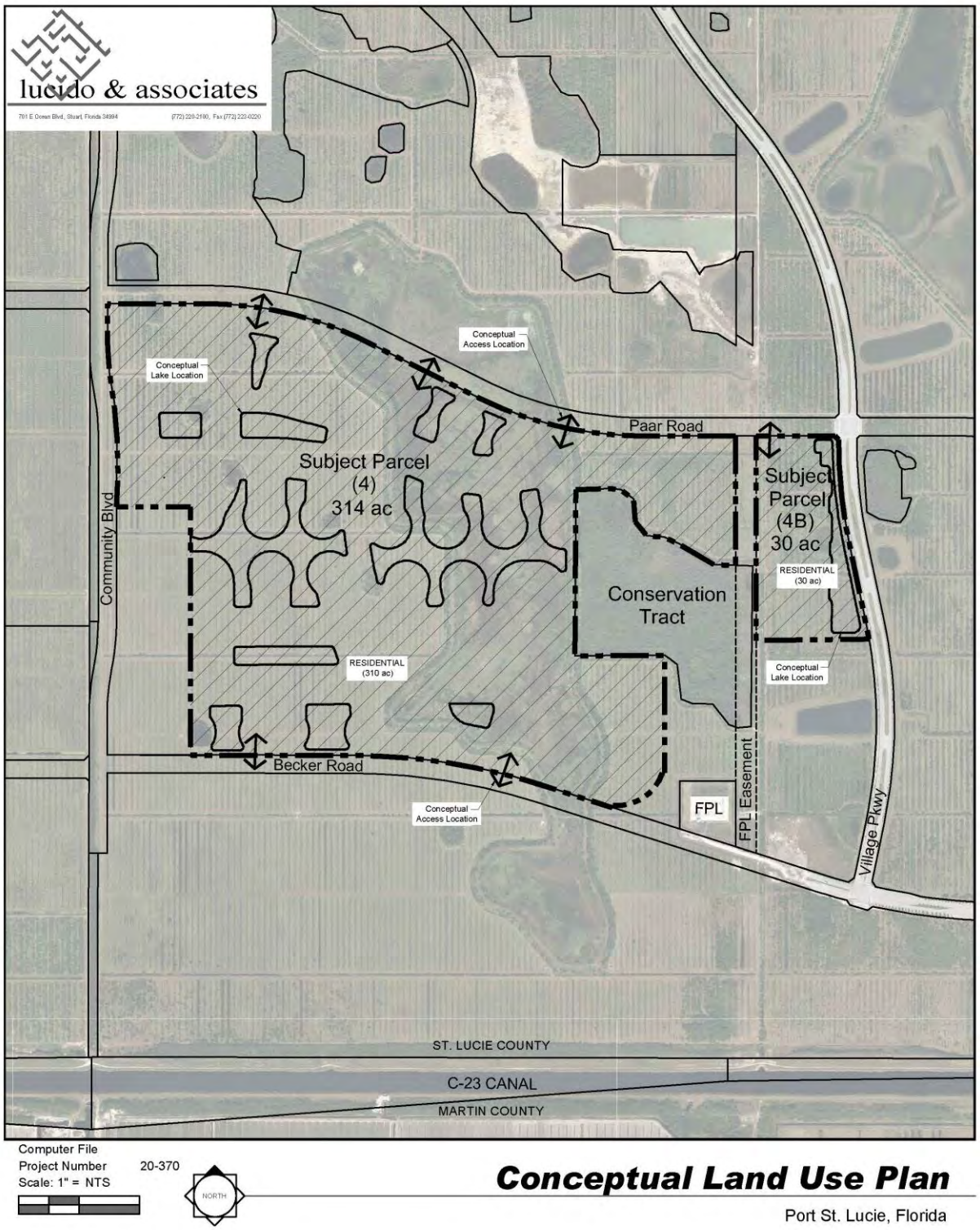
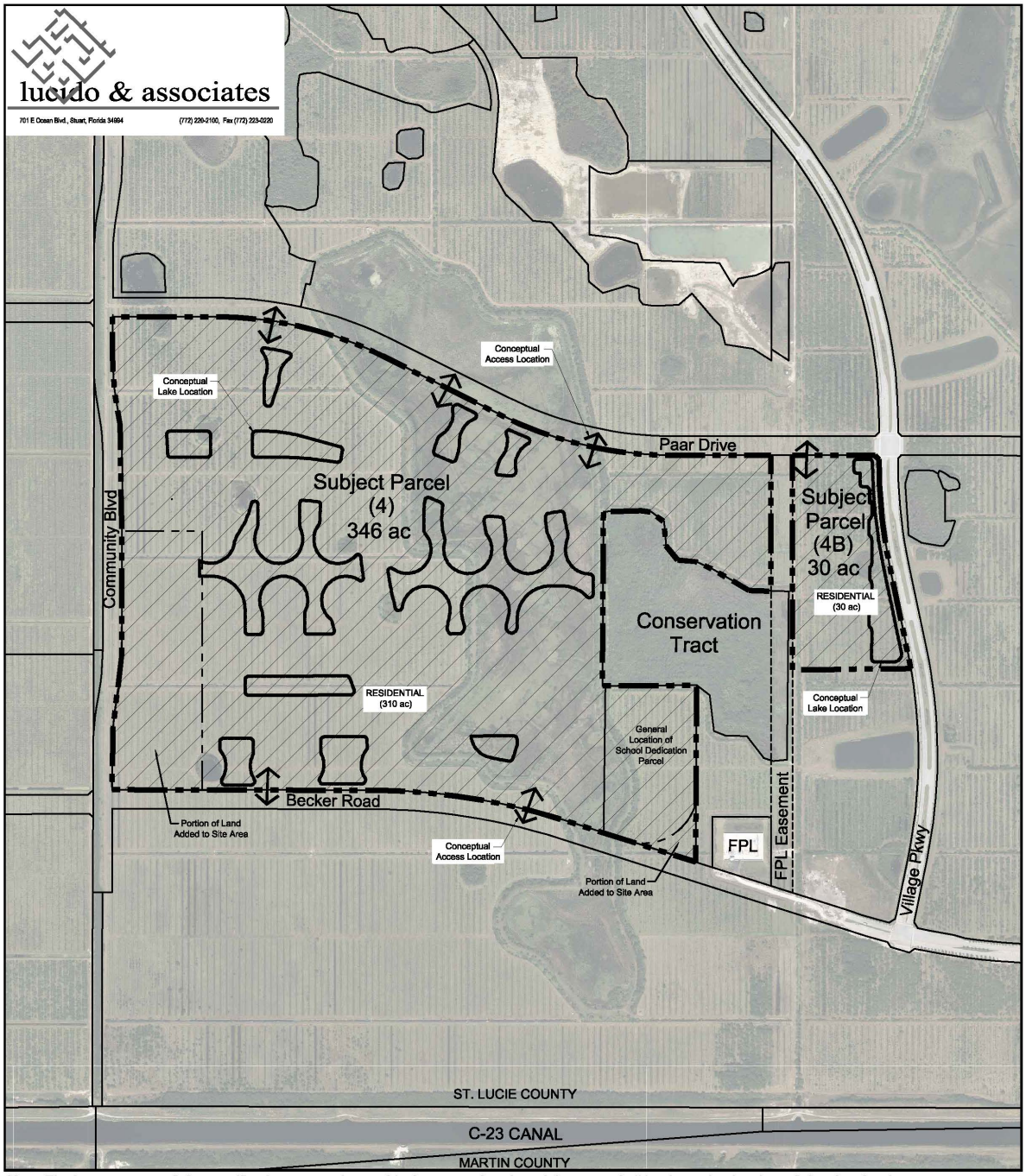


EXHIBIT 8
(proposed)



Note: Final arrangement of site-specific elements such as vehicular access locations, lakes, etc. shall be determined at time of site plan development

Computer File P20-111 Zoning and land use exhibits - MPUD.dwg
Project Number 20-370
Scale: 1" = NTS

NORTH

Conceptual Land Use Plan

Port St. Lucie, Florida

EXHIBIT 9

DEVELOPMENT PROGRAM

Development program will consist of at least two distinct residential neighborhoods;

Parcel SG4 and Parcel SG4b ~~a Single-Family Subdivision and a Single-Family Rental Neighborhood.~~

Parcel SG4 – ~~Single Family~~ Residential Neighborhood

Currently envisioned as a residential subdivision with access via Paar Drive and Becker Road. Typical lot details included with this document represent options of lot types that could be developed. Total number of dwelling units shall not exceed 1,000 du's. A portion of this parcel shall also include a school dedication site.

Parcel SG-4b – Multi-Family Horizontal ~~Rental~~ Duplex & ~~Rental Single Family~~ Cottages CAPSTONE

This approximately 30 acre parcel located adjacent to Paar Drive (north) and Village Parkway (east) is planned to accommodate ~~rental single family~~ multi-family horizontal cottages and duplex units.

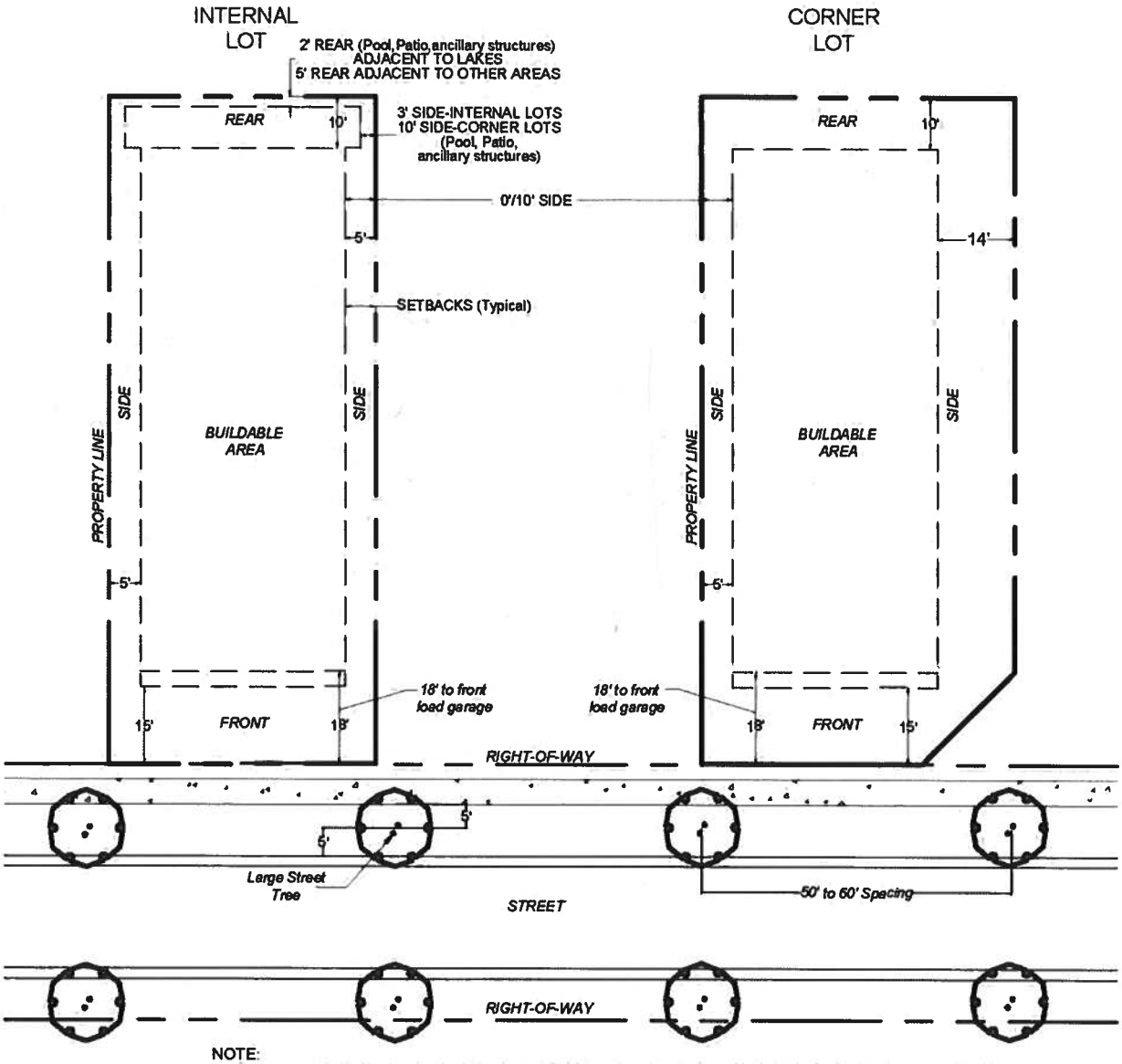
The project is envisioned architecturally and aesthetically as one and two-story cottage and duplex units, surface and garage parking, centralized pool and pool house amenity, and a strong pedestrian circulation system.

The following exhibits are conceptual and meant only to establish a general sense of the potential product type and aesthetic being planned. Total number of dwelling units shall not exceed 300 du's.

EXHIBIT 10

TYPICAL RESIDENTIAL LOT LAYOUT

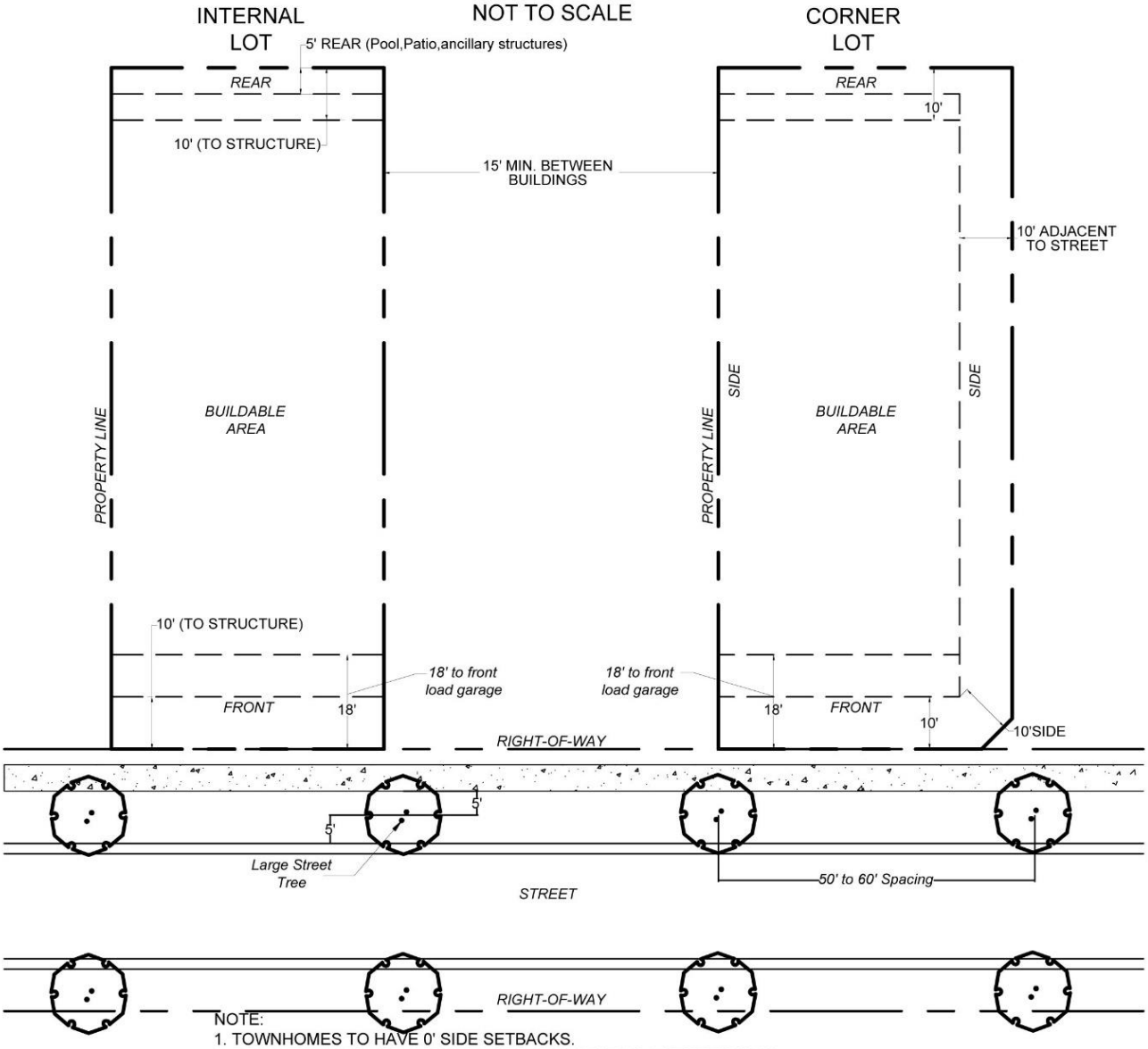
SINGLE FAMILY
NOT TO SCALE



NOTE:
1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%.
2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.
3. THE MINIMUM FRONT LINE WIDTH AT THE R-O-W LINE SHALL BE 25' FEET
4. STREET TREES WILL MEET FDOT SIGHT LINE AND CLEAR ZONE REQUIREMENTS.

TYPICAL LOT

TOWNHOME LOT - NON ALLEY
NOT TO SCALE

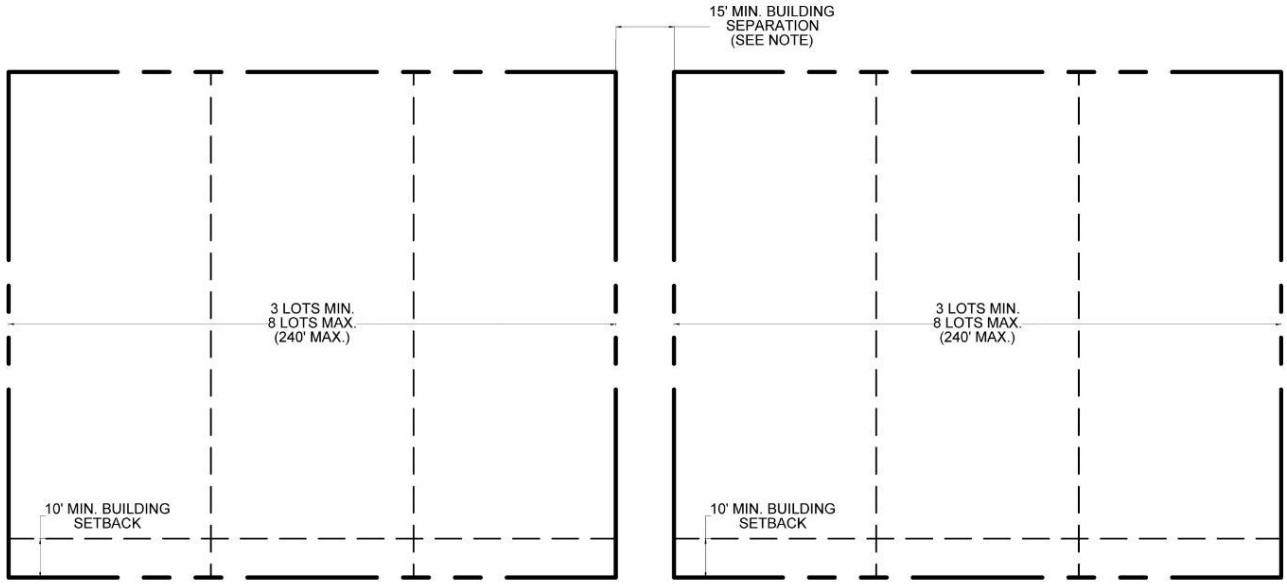


NOTE:
1. TOWNHOMES TO HAVE 0' SIDE SETBACKS.
2. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 10'.
3. 15' MIN. CLEARANCE SHALL BE PROVIDED BETWEEN BUILDINGS PROVIDED COMPLIANCE WITH ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION NO. 442-05 ADOPTED SEPTEMBER 21, 2005 IS MET.
4. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT MAXIMUM IMPERVIOUS SHALL BE 80%.
5. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.
6. STREET TREES WILL MEET FDOT SIGHT LINE AND CLEAR ZONE REQUIREMENTS.

TYPICAL LOT

NON ALLEY LOT
(MIN. 18'-46' WIDTH X MIN. 70' DEPTH)
TOWNHOMES MAY BE DEVELOPED FROM A MIN. OF 3 UNITS TO A MAX OF 8 UNITS, IN A SINGLE BUILDING.

TOWNHOME LOT
NOT TO SCALE

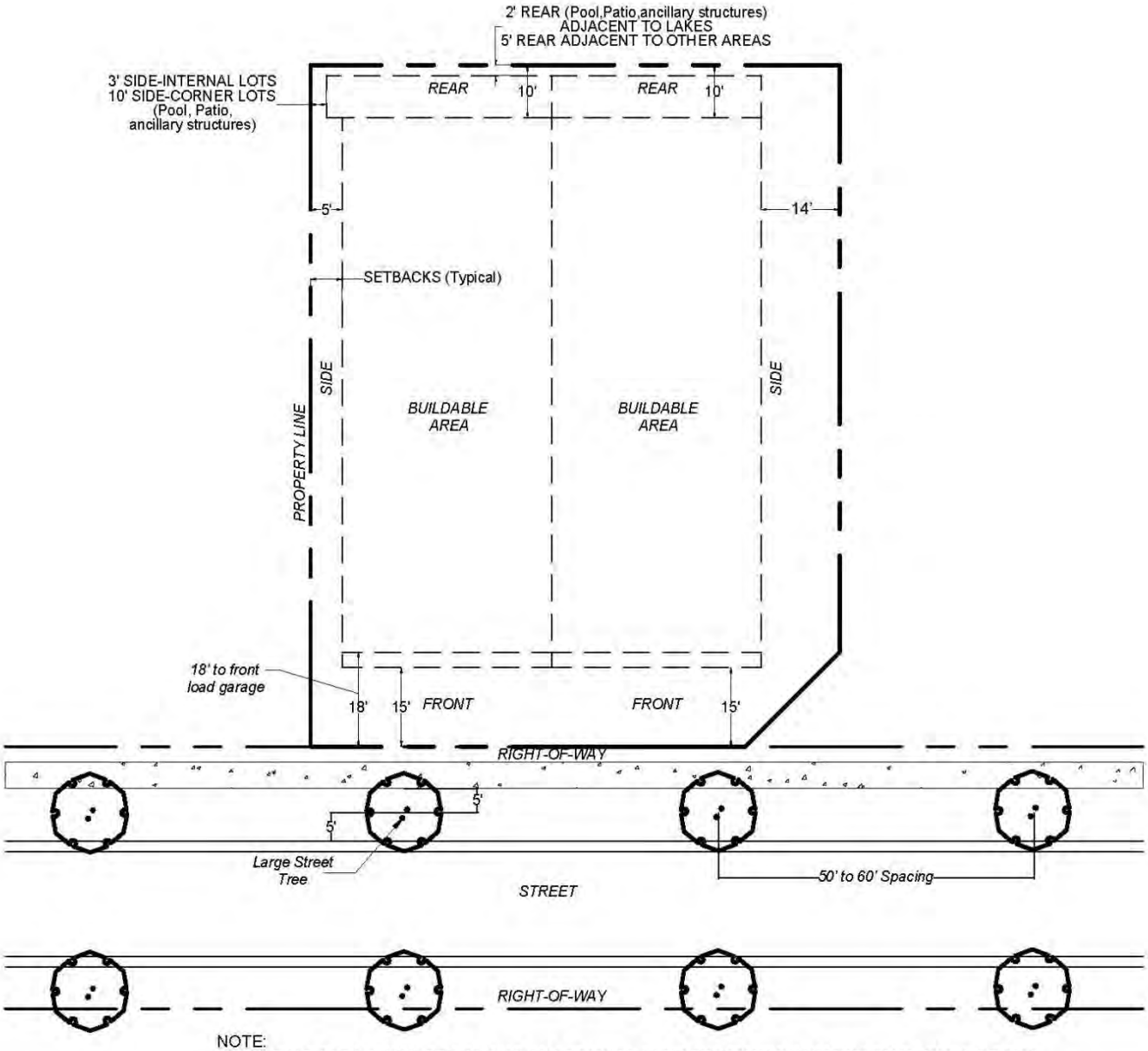


NOTE:
1. 15' MIN. CLEARANCE SHALL BE PROVIDED BETWEEN BUILDINGS PROVIDED COMPLIANCE WITH ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION NO. 442-05 ADOPTED SEPTEMBER 21, 2005 IS MET.
2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.

TYPICAL BUILDING TOWNHOME LAYOUT

PAIRED VILLA AND DUPLEX

Not to Scale

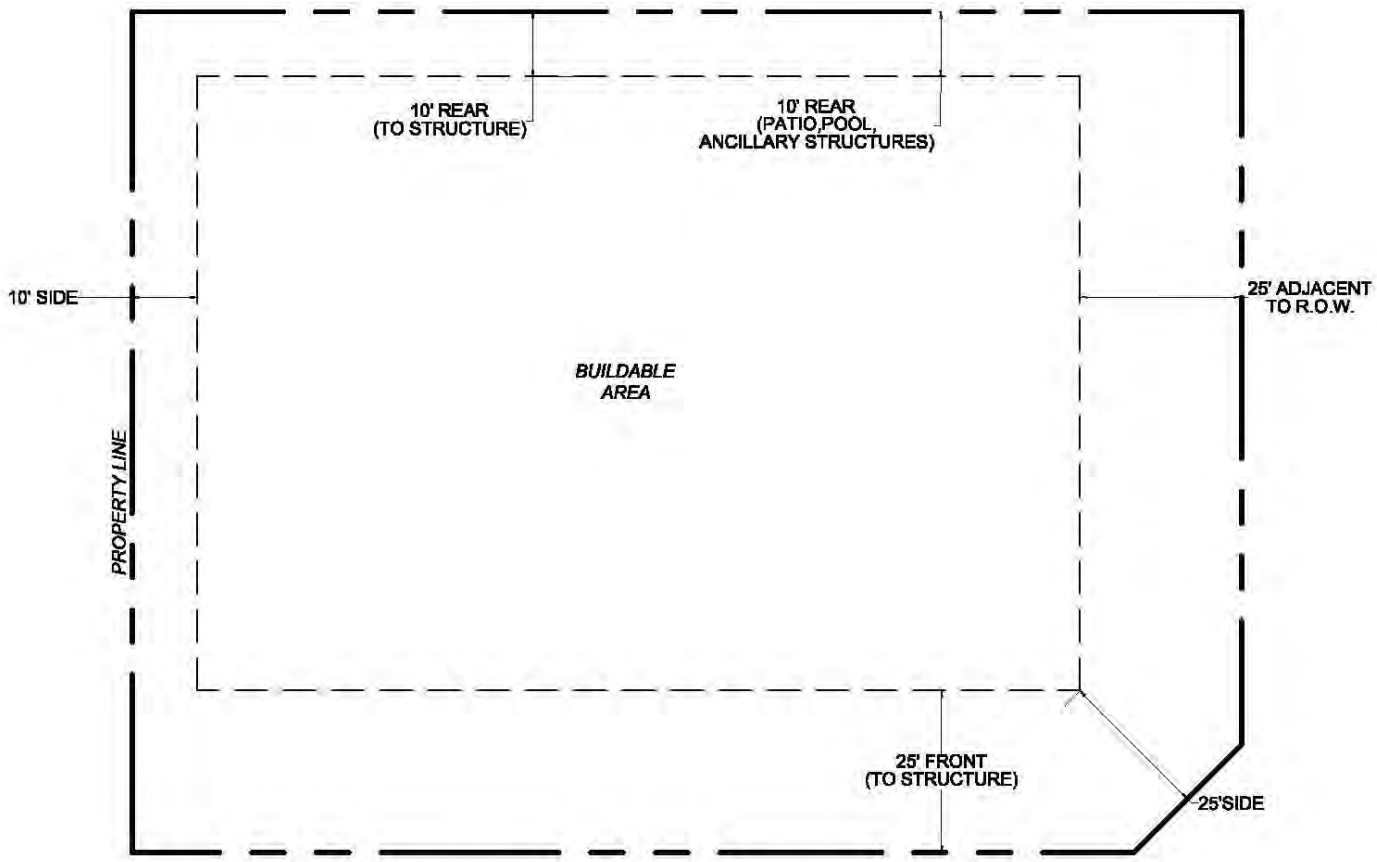


NOTE:
1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%.
2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.
3. THE MINIMUM FRONT LINE WIDTH AT THE R-O-W LINE SHALL BE 25' FEET
4. STREET TREES WILL MEET FDOT SIGHT LINE AND CLEAR ZONE REQUIREMENTS.

TYPICAL LOT

MULTIFAMILY RESIDENTIAL
(HORIZONTAL AND VERTICALLY ATTACHED)

Not to Scale



NOTE:
1. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 25'.
2. 20' MIN. CLEARANCE SHALL BE PROVIDED BETWEEN BUILDINGS PROVIDED COMPLIANCE WITH ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION NO. 442-05 ADOPTED SEPTEMBER 21, 2005 IS MET.
3. WITHIN THE RESIDENTIAL AREA, BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT, MAXIMUM IMPERVIOUS SHALL BE 80%, AND MAXIMUM HEIGHT SHALL BE 65 FT.
4. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.

EXHIBIT 11

TYPICAL ROADWAY CROSS SECTIONS

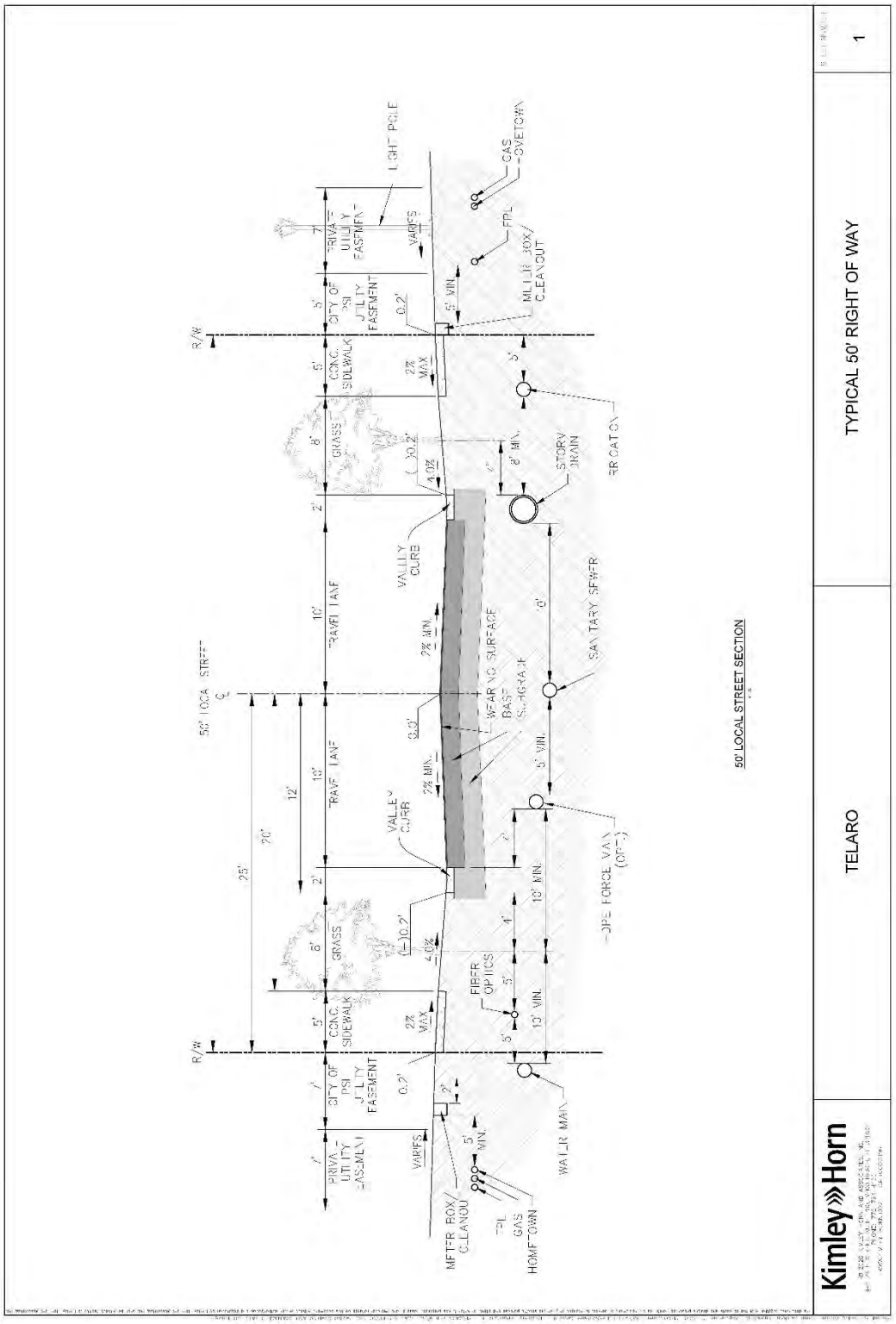


EXHIBIT 12

BINDING MPUD AGREEMENT

SOUTHERN GROVE 4 (SG-4)

The property as described on Exhibit 7 Legal Description, is under the unified control of the undersigned petitioner who agrees to (1) proceed with the proposed development according to the provisions of the Port St. Lucie M.P.U.D. Zoning Regulations; and (2) provide such agreements, contracts, deed restriction, and sureties as are acceptable to the City of Port St. Lucie for the completion of the development in accordance with the plan approved by the City. In addition, the said petitioner shall be responsible for the continuing operations and maintenance of such areas, functions, and facilities until such time as a private property owners association, yet to be established, agrees to accept the same responsibilities. Such responsibilities are not to be provided or maintained at public expense. The petitioner further agrees to bind all successors in title to the commitments herein in this paragraph made.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of December, 2022.

WITNESS:

By: Celine Walsh

By: Tyler Gaffney

MATTAMY PALM BEACH, LLC

Tony Palumbo

BINDING MPUD AGREEMENT

SOUTHERN GROVE 4 (SG-4)

The property as described on Exhibit 7 Legal Description, is under the unified control of the undersigned petitioner who agrees, solely with respect to the portion of the property that it owns, which portion is further described below, to (1) proceed with the proposed development according to the provisions of the Port St. Lucie M.P.U.D. Zoning Regulations; and (2) provide such agreements, contracts, deed restriction, and sureties as are acceptable to the City of Port St. Lucie for the completion of the development in accordance with the plan approved by the City. In addition, the said petitioner shall, solely with respect to the portion of the property that it owns, which portion is further described below, be responsible for the continuing operations and maintenance of such areas, functions, and facilities until such time as a private property owners association, yet to be established, agrees to accept the same responsibilities. Such responsibilities are not to be provided or maintained at public expense. The petitioner further agrees to bind all successors in title to the commitments herein in this paragraph made.

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

Parcel 1:

Tract B, of Southern Grove Parcel 28 Replat, according to the plat thereof, as recorded in Plat Book 95, Page 27, of the Public Records of St. Lucie County, Florida.

Parcel 2:

Non-Exclusive Easement for Storm Water Drainage for the Benefit of Parcel 1, as described in that Certain Drainage Easement recorded June 28, 2018 in Official Records Book 4150, Page 2743, of the Public Records of St. Lucie County, Florida.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 6th day of December, 2022.

WITNESS:

By: Parker Kinzer
Parker Kinzer

By: Patrick Vawter
Patrick Vawter

CCC-PSL LLC

By:

Name: Ben Walker

Its: Authorized Person

EXHIBIT 13

OWNER AUTHORIZATION

Mattamy Palm Beach, LLC
1500 Gateway Blvd, Suite 212
Boynton Beach, FL 33426

Planning & Zoning Department
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard, Building B
Port St. Lucie, FL 34984-5099

Re: Owner's Authorization - Southern Grove (SG-4)

To Whom It May Concern:

As owner of the property referenced above, please consider this correspondence as formal authorization for LUCIDO & ASSOCIATES to represent Mattamy Palm Beach LLC. as applicant during the governmental review process for the above noted project.

Thank you for your attention to this matter.

Sincerely,

Tony Palumbo, Mattamy Palm Beach, LLC

December 2, 2022

CCC-PSL LLC

Planning & Zoning Department
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard, Building B
Port St. Lucie, FL 34984-5099

Re: Owner's Authorization – SG-4 MPUD Amendment
CCC-PSL LLC

To Whom It May Concern:

As owner of the property described below, please consider this correspondence as formal authorization for LUCIDO & ASSOCIATES to represent CCC-PSL LLC as applicant during the governmental review process for the above noted project.

Thank you for your attention to this matter.

Sincerely,

CCC-PSL LLC

Name: Ben Walker

Title: Authorized Person

Date: 12/06/2022

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

Parcel 1:

Tract B, of Southern Grove Parcel 28 Replat, according to the plat thereof, as recorded in Plat Book 95, Page 27, of the Public Records of St. Lucie County, Florida.

Parcel 2:

Non-Exclusive Easement for Storm Water Drainage for the Benefit of Parcel 1, as described in that Certain Drainage Easement recorded June 28, 2018 in Official Records Book 4150, Page 2743, of the Public Records of St. Lucie County, Florida.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4874107 OR BOOK 4623 PAGE 1185, Recorded 06/04/2021 11:57:36 AM Doc
Tax: $34034.00

This Instrument Was Prepared
By and Should Be Returned To:

Steven R. Parson, Esquire
SHUTTS & BOWEN LLP
525 Okeechobee Blvd., Suite 1100
West Palm Beach, Florida 33401

Tax Folio No.: A portion of
4315-700-0030-000-7

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed as of the 2 day of June, 2021, by **MATTAMY PALM BEACH LLC**, a Delaware limited liability company (the "**Grantor**"), whose mailing address is 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, FL 33426, to **CCC-PSL LLC**, a Delaware limited liability company (the "**Grantee**"), whose mailing address is 431 Office Park Drive, 2nd Floor, Birmingham, AL 35223.

WITNESSETH:

That Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is acknowledged, has granted, bargained, and sold to Grantee and Grantee's heirs and assigns forever, the following described real property situate, lying, and being in St. Lucie County, Florida, and legally described as follows:

See **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").

TOGETHER with all easements, tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property, and the reversion and reversions, remainder and remainders, rents, issues, and profits of the Property, and all the estate, right, title and interest whatsoever of the Grantor in and to the Property, with the hereditaments and appurtenances to the Property.

SUBJECT, however, to real property taxes and assessments for the year 2021 and subsequent years; zoning and other regulatory laws and ordinances; those matters described on **Exhibit "B"** attached hereto ("**Existing Exceptions**"), provided, however, that nothing herein shall be deemed to reimpose any of the foregoing; and those matters listed on **Exhibit "C"** attached hereto ("**Additional Covenants and Restrictions**").

Grantor, as the successor "Developer" pursuant to Resolution 20-R05 by the City of Port St. Lucie adopting the Amended and Restated Development Order for the Southern Grove Development of Regional Impact, as memorialized by that certain Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded in Official Records Book 4372, Page 2238, Public Records of St. Lucie County, Florida, as amended from time to time (the "**Development Order**"), hereby assigns to Grantee

certain Southern Grove DRI entitlements for the development of up to 286 single-family attached apartment units on the Property.

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

Grantor does hereby covenant with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property, and that Grantor hereby warrants title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

Signature of Witness 1

Joel Arrington
Print name of Witness 1

Signature of Witness 2

Jeremy Bunner
Print name of Witness 2

MATTAMY PALM BEACH LLC, a Delaware limited liability company

By: _____
Anthony J. Palumbo, Vice President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of June, 2021, by Anthony J. Palumbo, as Vice President of MATTAMY PALM BEACH LLC, a Delaware limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Notary Public State of Florida
Julie G. Hurst
My Commission GG 949718
Expires 01/22/2024

Notary public, State of Florida

Name: Julie Hurst
My commission expires: 1-22-24
Serial No.: GG949718

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT B, OF SOUTHERN GROVE PARCEL 28 REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 95, PAGE 27, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT "B"

EXISTING EXCEPTIONS

1. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.

2. Reservations as to oil, gas or minerals as contained in Deeds recorded December 1, 1938 in Deed Book 93, Page 436, and Deed Book 93, Pages 438, together with and as affected by Deed recorded October 1, 1969 in Official Records Book 180, Page 626, and Notice Pursuant to Section 704.05 and 712, Florida Statutes recorded August 12, 1975 in Official Records Book 242, Page 1977, of the Public Records of St. Lucie County, Florida. NOTE: Right of entry has been released per MRTA.

3. The following matters as shown on that certain Plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page(s) 17-50, of the Public Records of St. Lucie County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c):

   a. Public Utility Easements as shown are dedicated in Perpetuity to the City of Port St. Lucie, Florida, for the installation, operation, maintenance, repair, expansion and replacement of underground utilities including, without limitation, electric power lines, telecommunication lines, cable television lines, gas lines, irrigation lines and related appurtenance (specific ally excluding municipal water, sewer and reclaimed water lines), provided, however, (1) no property which is subject to this plat may use, connect and/or receive Cale Television, internet, Security Monitoring and/or any other Telecommunication Service from a provider other than a provider designated in writing by The Tradition Community Association, Inc., its successor and/or assigns; and (2) no property which is subject to this plat may use, connect, and/or receive irrigation water service from a provider other than a provider designated in writing by the Tradition Irrigation Company, LLC, its successors and/or assigns. In the event that the foregoing limitation set forth above is helled to be unenforceable by a court of Competent Jurisdiction with respect to any particular service, it shall remain in full force and effect with respect to other services. Notwithstanding the foregoing, the City of Port ST. Lucie, Florida shall be allowed to cross the PUE easements with (a) City Telecommunication lines which serve solely the City's Facilities and (b) City Municipal Utility Lines.

   b. 10' Public Utility Easement along North and East boundaries.

4. Ordinance No. 95-039, relating to regulation of use & development of land recorded in Official Records Book 981, Page 1615, and in Official Records Book 992, Page 2862, as affected by Ordinance No. 00-002, Amending Libraries Impact Fees, recorded in Official Records Book 1301, Page 2302, of the Public Records of St. Lucie County, Florida.

5. Ordinance No. 99-001, Amending Land Development Code, recorded in Official Records Book 1203, Page 1026, of the Public Records of St. Lucie County, Florida.

6. Resolution No. 02-06, expanding boundaries of the St. Lucie County Mosquito Control District to add Westchester Development of Regional Impact, recorded January 15, 2003 in Official Records Book 1642, Page 1802, of the Public Records of St. Lucie County, Florida.

7. Terms and provisions contained in that certain Amended and Restated Commercial Charter for Tradition and Amended and Restated Articles of Incorporation and Amended and Restated By-Laws of Tradition Commercial Association, Inc. as recorded November 24, 2020 in Official Records Book 4512, Page 1357; and by Supplement to Commercial Charter for Tradition as recorded just prior to the Deed.

8. Development Order for The Southern Grove Development of Regional Impact evidenced and affected by Notice of Adoption of the Development Order for The Southern Grove Development of Regional Impact as recorded October 30, 2006 in Official Records Book 2689, Page 189, as amended and restated by that certain Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact as recorded August 21, 2007 in Official Records Book 2868, Page 1267, as affected by that certain Assignment of Land Use Entitlements recorded in Official Records Book 3325, Page 1285, Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact recorded May 18, 2012 in Official Records Book 3391, Page 940, Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact recorded December 20, 2012 in Official Records Book 3466, Page 342; Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact recorded April 16, 2015 in Official Records Book 3736, Page 440; Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded January 13, 2016 in Official Records Book 3826, Page 2235, Assignment and Assumption of Development Rights recorded June 28, 2018 in Official Records Book 4150, Page 2734 (SG DRI to 3rd Party), and as assigned to Mattamy Palm Beach LLC, a Delaware limited liability company by virtue of that certain Assignment and Assumption of Development Rights recorded July 5, 2018 in Official Records Book 4153, Page 873, Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded in Official Records Book 4372, Page 2238, and Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded in Official Records Book 4557, Page 2275, and Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded April 30, 2021 in Official Records Book 4602, Page 935, of the Public Records of St. Lucie County, Florida.

9. Notice of Establishment of the Southern Grove Community Development District No. 3, recorded May 9, 2007 in Official Records Book 2814, Page 1380 (Parcel 28); Notice of Establishment of the Southern Grove Community Development District No. 5A as

recorded May 9, 2007 in Official Records Book 2814, Page 1392; City/District No. 5A Interlocal Agreement recorded February 5, 2009 in Official Records Book 3057, Page 1403; Notice of (1) Merger of Southern Grove Community Development District No. 5 into Southern Grove Community Development District 5A and (2) Change of Name of Southern Grove Community Development District No. 5A to Southern Grove Community Development District No. 5 as recorded November 13, 2009 in Official Records Book 3145, Page 397; Amended and Restated District Development Interlocal Agreement by and among Southern Grove Community Development District No. 1, Southern Grove Community Development District No. 2, Southern Grove Community Development District No. 3, Southern Grove Community Development District No. 4, Southern Grove Community Development District No. 5, and Southern Grove Community Development District No. 6 as recorded May 15, 2013 in Official Records Book 3517, Page 2267; as affected by: Second Amended and Restated District Development Interlocal Agreement by and among Southern Grove Community Development District Nos. 1, 2, 3, 4, 5 and 6 as recorded July 16, 2013 in Official Records Book 3539, Page 672; Partial Assignment of Dedications to Southern Grove Community Development District No. 5 as recorded December 18, 2014 in Official Records Book 3700, Page 1904 and Partial Assignment of Dedications recorded December 18, 2014 in Official Records Book 3700, Page 1910; Partial Assignment of Platted Interests to Provide a Drainage Outfall for the Community Boulevard Drainage System within Southern Grove as recorded June 25, 2019 in Official Records Book 4287, page 2679; Interlocal Agreement among the Port St. Lucie Community Redevelopment Agency, the City of Port St. Lucie and the Southern Grove Community Development District No. 1 recorded May 7, 2014 in Official Records Book 3628, Page 2887; First Amendment to Second Amended and Restated District Development Interlocal Agreement recorded in Book 4347, Page 2572, and Amended and Restated Notice of Public Financing and Maintenance of Improvements - Southern Grove Community Development District Nos. 1 through 6 as recorded November 19, 2019 in Book 4348, Page 333, of the Public Records of St. Lucie County, Florida.

10. Educational Facilities Impact Fee Credit Agreement by and between Horizons Acquisition 5, LLC and Horizons St. Lucie Development, LLC and The School Board of St. Lucie County, Florida (Southern Grove DRI) as recorded October 5, 2007 in Official Records Book 2889, Page 650, of the Public Records of St. Lucie County, Florida.

11. Terms and provisions for Waiver and Consent as to Special Assessments as recorded October 8, 2007 in Official Records Book 2889, Page 2823, as affected by: Waiver as to Special Assessments recorded December 27, 2007 in Official Records Book 2920, Page 2681, of the Public Records of St. Lucie County, Florida.

12. Blanket Flowage Easement [Village Parkway-Southern Grove] granted to the City of Port St. Lucie for surface water drainage recorded November 7, 2007 in Official Records Book 2902, Page 1220, as affected by Partial Abandonment & Termination of Blanket Flowage Easement recorded in Official Records Book 4366, Page 1933, and Official Records Book 4536, Page 1874, of the Public Records of St. Lucie County, Florida.

13. Declaration of Restrictions as set forth in instrument recorded January 2, 2008 in Official Records Book 2923, Page 572, as affected by First Amendment to Declaration of Restrictions recorded in Official Records Book 3124, Page 679 and Second Amendment to Declaration of Restrictions recorded in Official Records Book 3837, Page 2609, of the Public Records of St. Lucie County, Florida.

14. Settlement Agreement Including Impact Fee Credit Agreement by and between St. Lucie County, Florida and Development Entities as recorded November 20, 2007 in Official Records Book 2906, Page 1203, of the Public Records of St. Lucie County, Florida.

15. Fire/EMS Development and Impact Fee Agreement recorded December 14, 2007 in Official Records Book 2916, Page 661, as affected by First Amendment recorded in Official Records Book 3062, Page 938, as amended by Amended and Restated Fire/EMS Development and Impact Fee Agreement for Southern Grove Development of Regional Impact and Western Grove Development of Regional Impact, recorded in Official Records Book 4581 Page 182, of the Public Records of St. Lucie County, Florida.

16. Declaration of Restrictions as set forth in instrument recorded December 17, 2007 in Official Records Book 2916, Page 2027 and Corrective Declaration of Restrictions recorded April 22, 2008 in Official Records Book 2964, Page 1919, of the Public Records of St. Lucie County, Florida.

17. Amended and Restated District Development Interlocal Agreement recorded June 11, 2008 in Official Records Book 2983, Page 1074 (Traditions CDD 1-10), as affected by Assignment and Direction recorded March 4, 2009 in Official Records Book 3065, Page 1878; as affected by Notice of Financing Plan and Maintenance of Improvements, Traditions Community Development District Nos. 1 through 10 recorded November 13, 2012 in Official Records Book 3453, Page 643, as amended and restated by Amended and Restated Notice of Public Financing and Maintenance Improvements – Tradition Community Development Districts Nos. 1 through 10 recorded October 24, 2014 in Official Records Book 3684, Page 473, as affected by Interlocal Agreement to Maintain Landscaping and Related Improvements Lying within Certain Arterial and Collector Road Right of Ways – Traditions Community Development District Nos. 1-10 recorded April 24, 2015 in Official Records Book 3739, Page 622, as affected by First Amendment recorded October 5, 2016 in Official Records Book 3919, Page 679; as assigned by Assignment and Transfer of Public Road Credits to Mattamy Palm Beach, LLC and Port St. Lucie Governmental Finance Corporation, recorded March 30, 2021 in Official Records Book 4581. Page 1012; of the Public Records of St. Lucie County, Florida.

18. Declaration of Restrictions as set forth in instrument recorded June 18, 2009 in Official Records Book 3101, Page 127, of the Public Records of St. Lucie County, Florida.

19. Impact Fee Pre-Payment Agreement recorded November 6, 2009 in Official Records Book 3143, Page 1301 (Southern Grove DRI); Notice of Assignment of Impact Fees recorded November 9, 2009 in Official Records Book 3143, Page 2986 (Southern Grove to Horizons) as re-recorded December 4, 2009 in Official Records Book 3150, Page 2025

(Southern Grove to Horizons), together with Impact Fee Pre-Payment Agreement recorded December 17, 2009 in Official Records Book 3154, Page 2521 (ALL); Impact Fee Pre-Payment Agreement recorded December 17, 2009 in Official Records Book 3154, Page 2556 (Tradition); Notice of Assignment of Impact Fees recorded April 15, 2014 in Official Records Book 3621, Page 2909 (Tradition to 3rd Party); Notice of Assignment of Impact Fees recorded May 8, 2015 in Official Records Book 3744, Page 734 (Southern Grove to Traditions); Notice of Assignment of Impact Fees recorded February 28, 2017 in Official Records Book 3968, Page 17 (SG to Traditions), Assignment and Certificate recorded December 1, 2017 in Official Records Book 4070, Page 1051 (SG DRI to 3rd Party), Assignment and Certificate recorded December 11, 2017 in Official Records Book 4074, Page 426 (SG DRI to 3rd Party), and Amended and Restated Assignment and Certificate recorded January 24, 2018 in Official Records Book 4090, Page 655 (SG DRI to 3rd Party), and as assigned to Mattamy Palm Beach LLC, a Delaware limited liability company, by virtue of that certain Assignment of Impact Fee Credits recorded July 5, 2018 in Official Records Book 4153, Page 992, of the Public Records of St. Lucie County, Florida.

20. Interlocal Agreement Relating to Irrigation Services and Non-Exclusive Franchise in favor of Tradition Irrigation Company, LLC, as evidenced in and affected by Resolution 11-R06 authorizing an Interlocal Agreement relating to irrigation service with the Developments known as Tradition and Southern Grove recorded March 16, 2011 in Official Records Book 3276, Page 1487, of the Public Records of St. Lucie County, Florida.

21. Public Building Impact Fee Credit Agreement between St. Lucie County and Tradition Land Company, LLC recorded April 14, 2015 in Official Records Book 3735, Page 76, of the Public Records of St. Lucie County, Florida.

22. Use Restriction recorded December 30, 2015 in Official Records Book 3822, Page 798, of the Public Records of St. Lucie County, Florida.

23. Deed restrictions contained in that certain Special Warranty Deed recorded in Official Records Book 4153, Page 856, of the Public Records of St. Lucie County, Florida.

24. Agreement by and between Tradition Land Company, LLC, an Iowa limited liability company, and Mattamy Palm Beach LLC, a Delaware limited liability company recorded July 8, 2015 in Official Records Book 4153, Page 893, of the Public Records of St. Lucie County, Florida.

25. Terms, conditions and obligations contained in that certain Drainage Easement recorded June 28, 2018 in Official Records Book 4150, Page 2743, of the Public Records of St. Lucie County, Florida.

26. Terms and conditions of that Post-Closing Agreement dated June 29, 2018 between Port St. Lucie Governmental Finance Corporation and Tradition Land Company, LLC, recorded June 28, 2018 in Official Records Book 4150, Page 2787, together with and as affected by Assignment and Assumption dated June 29, 2018 between Tradition Land Company, LLC and Mattamy Palm Beach LLC recorded July 5, 2018 in Official Records Book 4153, Page

889, as affected by Founder's Conssent recorded September 18, 2018 in Official Records Book 4181, Page 2085, of the Public Records of St. Lucie County, Florida.

27. Restrictive Covenant by and between Mattamy Palm Beach LLC, a Delaware limited liability company, and America Walks at Port St. Lucie, LLC, an Ohio limited liability company, recorded in Official Records Book 4426, Page 199, of the Public Records of St. Lucie County, Florida.

28. True-Up Agreement dated December 17, 2014 and recorded December 18, 2014 in Official Records Book 3700, Page 1930, of the Public Records of St. Lucie County, Florida.

29. The following matters as shown on that certain Plat of Southern Grove Parcel 28 Replat, as recorded in Plat Book 95, Page(s) 27, of the Public Records of St. Lucie County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c):

a. All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and operation of cable services; provided, however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas or other public utility. In the even a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical safety code as adopted by the Florida Public Service Commission. Utility Easements are also dedicated in favor of City of Port St. Lucie, Florida, its successors and/or assigns, for access to, installation and maintenance of public utilities and facilities, including but not limited to, water and wastewater lines and appurtenant facilities. The City of Port St. Lucie, Florida shall not be responsible for any maintenance obligations for said easements except as shall relate to the servicing of such public utilities by the City of Port St. Lucie, Florida.

b. 10' Public Utility Easement along the North and East boundaries.

EXHIBIT "C"

ADDITIONAL COVENANTS AND RESTRICTIONS

The Property described on Exhibit "A" to this Special Warranty Deed is made subject to the covenants and restrictions set forth on this Exhibit "C" (the "**Additional Covenants and Restrictions**") which: (a) shall be covenants running with the land and binding upon Grantee and its successors and assigns; and (b) may enforced by, and in the sole discretion of, Grantor and its successors and assigns. By acceptance of said Special Warranty Deed, Grantee accepts and agrees to be bound legally by the Additional Covenants and Restrictions.

Permitted Use

Grantee shall develop and use the Property for 286 single-family attached apartment units (the "**Permitted Use**") and no other purpose without the prior written consent of Grantor. The Property shall be restricted to the Permitted Use for a period of five (5) years commencing with the issuance of a certificate of occupancy, or its equivalent, by the City of Port St. Lucie, Florida for the first residential apartment unit constructed on the Property.

Community Development Districts

The Southern Grove Community Development Districts (the "**CDDs**") were formed for operation and maintenance of the Southern Grove DRI, and possible other purposes in the future. Grantee shall comply with all of the requirements of the applicable CDDs, such as those relating to the payment of operations and maintenance assessments associated with the CDDs.

Assessments and Entitlements

Grantor has allocated and assigned herein entitlements for the development of 286 single-family attached apartment units on the Property for the Permitted Use pursuant to the Amended and Restated Development Order for the Southern Grove Development of Regional Impact. All future assessments based on use of the Property (CDDs, SAD, if applicable, etc.) shall be based on the maximum entitlements assigned in this Special Warranty Deed to the Property, even if the actual uses developed are less than the maximum entitlements assigned to the Property.

Utilization of Impact Fee and Utility Credits

When Grantee is required to pay impact fees, utility connection fees, public building impact fees or other fees or exactions to applicable governmental or quasi-governmental authorities or applicable utility authorities for which Grantor has Impact Fee Credits or Utility Credits for such obligations, less and except St. Lucie Road Impact Fee Credits (as recognized by such governmental or utility authority, as applicable), then Grantee shall purchase from Grantor (or the CDDs, as applicable) such Impact Fee Credits or Utility Credits that may be lawfully assigned to Grantee by Grantor (or the CDDs, as applicable) in an amount equal to that which Grantee would otherwise have been required to pay to the applicable governmental or quasi-governmental authority or utility company at such time.

Irrigation System

Grantee agrees to apply for irrigation service from Tradition Community Development District No. 1 ("**TCDD1**") on substantially similar terms and conditions as other owners and **TCDD1** customers in the Tradition development, to pay standard rates for irrigation system capacity fees and irrigation usage charges, and to comply with all rules and regulations adopted by **TCDD1** regarding such service and in effect from time to time within the respective service area (existing system or expansion system) in which the Property is located. Grantee acknowledges that it will install assemblies pursuant to **TCDD1** specifications, including without limitation, a meter assembly for **TCDD1** and all onsite irrigation improvements. Grantee agrees that the Property shall be served exclusively by **TCDD1** and the end-user owners of the Property, or any portion thereof, shall be required to apply for irrigation service from **TCDD1** on substantially similar terms and conditions as other owners and **TCDD1** customers in the Tradition development, to pay standard rates for irrigation system capacity fees and irrigation usage charges, and to comply with all rules and regulations adopted by **TCDD1** regarding such service and in effect from time to time within the respective service area (existing system or expansion system) in which the Property is located.

Infrastructure and Improvements

It shall be Grantee's obligation to construct, at its expense, all infrastructure (water management facilities, utilities, roads, public facilities) and other improvements required by governmental authorities as part of Grantee obtaining the entitlements and permits for the development of the Property which are: (i) located within the perimeter boundaries of the Property; and/or (ii) located outside the perimeter boundaries of the Property but required, necessary or appropriate to serve the same, excluding those improvements related to master storm water outfall.

Notice, Cure and Enforcement

If Grantee fails to pay any required sum or perform any required obligation on its part to be paid or performed pursuant hereto, then Grantor may provide Grantee with notice thereof ("**Notice of Grantee Default**"). In the case of a failure to: (a) pay any such sum, Grantee shall pay said sum within ten (10) days from the date of receipt of said Notice of Grantee Default; or (b) perform any such obligation, Grantee shall perform said obligation within thirty (30) days from the date of receipt of said Notice of Grantee Default, provided, however, if said obligation is of such a nature that it could not reasonably be performed within thirty (30) days, then Grantee shall: (i) promptly institute necessary cure efforts; and (ii) thereafter diligently and continuously pursue said efforts for a period of up to ninety (90) days after the date of receipt of said Notice of Grantee Default. If Grantee fails to cure any such matter within the applicable time periods set forth above after receipt of the Notice of Grantee Default, then it shall constitute a "**Grantee Event of Default**" hereunder. So long as a Grantee Event of Default continues, Grantor may as its sole and exclusive remedies (waiving any right to money damages except as otherwise expressly set forth herein) elect to: (i) exercise rights of self-help by paying the sum and/or performing the obligation on Grantee's part to have been paid and/or performed, and recover from Grantee the reasonable out-of-pocket cost thereof as damages; and/or (ii) enforce these Additional Covenants and Restrictions through actions for money damages, specific performance, injunctive relief and such other remedies as may be available at law or in equity. Grantor's remedies hereunder are mutual and non-exclusive.

General

Except as otherwise provided herein, these Additional Covenants and Restrictions shall remain in full force and effect perpetually. In the event Grantee conveys all or any portion of the Property, the Additional Covenants and Restrictions shall apply automatically to the then owner of any such portion of the Property. These Additional Covenants and Restrictions are for the benefit of Grantor and its successors and assigns. These Additional Covenants and Restrictions will be governed by the laws of the State of Florida, and are performable in St. Lucie County, Florida where venue shall lie. These Additional Covenants and Restrictions may be amended or supplemented only by an instrument in writing executed by Grantor, its successors or assigns.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4454602 OR BOOK 4153 PAGE 856, Recorded 07/05/2018 12:22:55 PM Doc Tax: $159402.60

Prepared by and return to:
Greenspoon Marder, P.A.
200 East Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301
Attn: Barry E. Somerstein, Esq.
Tax Account No.: 4310-603-0007-000-4
[LIST ALL TAX ACCOUNT NOS.]

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED, made and executed as of the 29th day of June, 2018, by **TRADITION LAND COMPANY, LLC**, an Iowa limited liability company ("**Grantor**"), whose address is 10490 SW Village Center Drive, Port St. Lucie, Florida 34987, to and in favor of **MATTAMY PALM BEACH LLC**, a Delaware limited liability company ("**Grantee**"), whose address is 1500 Gateway Boulevard, Suite 212, Boynton Beach, Florida 33426.

WITNESSETH:

That the Grantor for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee all of Grantor's right, title and interest in and to those certain pieces, parcels or tracts of land situated in St. Lucie County, Florida more particularly described as follows, to wit:

SEE EXHIBIT "A-1," "A-2" and "A-3" ATTACHED HERETO

(hereinafter referred to as the "**Property**");

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining;

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

AND Grantor does hereby covenant with and warrant to the Grantee that it has good right and lawful authority to sell and convey the Property; and that it will defend the title to the Property, against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

THE conveyance made herein, however, is expressly made **SUBJECT TO** (i) those matters described on **Exhibit "B"** attached hereto ("**Permitted Exceptions**"), however this reference shall not operate to reimpose same, and (ii) the Property is also subject to the restrictions and covenants running with the land applicable to the Property as set forth on **Exhibit "C"** attached hereto ("**Deed Restrictions**").

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Kelly Rene Rea

Name: Kelly Rene Rea

Wade DeRemer

Name: WADE DEREMER

GRANTOR:

TRADITION LAND COMPANY, LLC, an Iowa limited liability company

By: David C. Feltman

Name: David C. Feltman

Title: President

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 21st day of June, 2018 by David C. Feltman, as President of Tradition Land Company, LLC, an Iowa limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

KELLY RENE REA
MY COMMISSION # FF 204147
EXPIRES: March 22, 2019
Bonded Thru Notary Public Underwriters

Kelly Rene Rea

Notary Public Signature

Kelly Rene Rea

(Name typed, printed or stamped)

Commission No.: FF 204147

My Commission Expires: 3/22/2019

35188720.4
33451.0019

EXHIBIT "A-1"
DESCRIPTION OF WESTERN GROVE PROPERTY

LEGAL DESCRIPTION WESTERN GROVE
TRACTS A & B

LEGAL DESCRIPTION
WESTERN GROVE

PARCEL ID NUMBERS
4305-100-0000-000-5
4305-110-0000-000-6
4305-131-0001-000-8
4305-333-0001-000-8
4305-322-0001-000-4
4305-322-0002-000-1
4306-311-0000-000-6
4307-100-0000-000-1
4308-000-0000-000-7
4318-122-0001-000-0

BEING A PARCEL OF LAND LYING IN SECTIONS 5, 6, 7, 8, 17, AND 18, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°08'55" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 156.89 FEET; THENCE SOUTH 00°01'15" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2906.07 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 89°58'45" EAST, ALONG THE SOUTH LINE OF CROSSTOWN PARKWAY AS DEEDED FROM RESERVE HOMES LTD, L.P. TO CITY OF PORT ST. LUCIE, AS RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 4633.87 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2,158.00 FEET, THE CHORD OF WHICH BEARS SOUTH 00°03'13" WEST, 0.93 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 0.93 FEET THROUGH A CENTRAL ANGLE OF 00°01'28" TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,690.00 FEET AND A CENTRAL ANGLE OF 03°25'08"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 100.84 FEET; THENCE NORTH 86°37'20" EAST, A DISTANCE OF 54.69 FEET; THENCE NORTH 53°38'02" EAST, A DISTANCE OF 11.25 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 501.54 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 12°20'03"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 215.27 FEET; THENCE NORTH 77°39'57" EAST, A DISTANCE OF 108.05 FEET; THENCE NORTH 73°41'12" EAST, A DISTANCE OF 447.38 FEET; THENCE NORTH 74°15'42" EAST, A DISTANCE OF 502.35 FEET; THENCE NORTH 74°29'48" EAST, A DISTANCE OF 493.07 FEET; THENCE NORTH 73°45'42" EAST, A DISTANCE OF 491.41 FEET; THENCE NORTH 74°31'50" EAST, A DISTANCE OF 526.42 FEET; THENCE NORTH 74°05'56" EAST, A DISTANCE OF 326.26 FEET TO THE WEST LINE OF A PARCEL OF LAND AS RECORDED IN OFFICIAL RECORDS BOOK 3131, PAGE 1673, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 13°12'00" EAST, ALONG SAID WEST LINE, AND ALONG THE WEST LINE OF TRADITION PLAT NO. 35, AS RECORDED IN PLAT BOOK 52, PAGE 1, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 4,266.67 FEET TO THE NORTH LINE OF TRADITION PLAT NO. 62, AS RECORDED IN PLAT BOOK 60, PAGE 22, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRADITION PLAT NO. 62 THE FOLLOWING 3 COURSES AND DISTANCES; 1) THENCE SOUTH 81°33'53" WEST, A DISTANCE OF 621.46 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,130.00 FEET, A CENTRAL ANGLE OF 05°23'17"; 2) THENCE WESTERLY ALONG THE ARC A DISTANCE OF 106.26 FEET; THENCE NORTH 53°22'26" WEST, A DISTANCE OF 15.42 TO THE EASTERLY RIGHT-OF-WAY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3071, PAGE 2612 OF SAID ST. LUCIE COUNTY PUBLIC RECORDS; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 760.00 FEET, CENTRAL ANGLE 2°03'38", ARC LENGTH OF 27.33 FEET; CHORD BEARING N1°53'40"W, A CHORD DISTANCE OF 27.33 FEET; THENCE S89°08'09"W, DEPARTING SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 80.00 FEET TO THE NORTHWEST CORNER OF SAID TRADITION PLAT 62; THENCE ALONG THE WESTERLY BOUNDS OF SAID PLAT THE FOLLOWING 4 COURSES AND DISTANCES; 1) SOUTHERLY ALONG A CURVE TO THE LEFT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 840.00 FEET, CENTRAL ANGLE 12°36'21", ARC LENGTH 184.81 FEET, CHORD BEARING S7°10'01"E, A CHORD DISTANCE OF 184.44 FEET TO POINT OF REVERSE CURVATURE; 2) SOUTHWESTERLY ALONG A CURVE TO THE RIGHT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 50.00 FEET, CENTRAL ANGLE 55°30'50", ARC LENGTH 48.45 FEET, CHORD BEARING S14°17'13"W, A CHORD DISTANCE OF 46.57 FEET TO A POINT OF REVERSE CURVATURE; 3) SOUTHWESTERLY ALONG A CURVE TO THE LEFT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 110.00 FEET, CENTRAL ANGLE 8°37'53", ARC LENGTH 16.57 FEET, CHORD BEARING S37°43'42"W, A CHORD DISTANCE OF 16.56 FEET TO A POINT OF REVERSE CURVATURE; 4) SOUTHWESTERLY ALONG A CURVE TO THE RIGHT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 50.00 FEET, CENTRAL ANGLE 51°19'04", ARC LENGTH 44.78 FEET, CHORD BEARING S59°04'17"W, A CHORD DISTANCE OF 43.30 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF A PARCEL OF LAND AS RECORDED IN OFFICIAL RECORDS BOOK 1178, PAGE 2311 AND OFFICIAL RECORDS BOOK 3274, PAGE 915, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE THE FOLLOWING 4 COURSES AND DISTANCES; THENCE SOUTH 84°43'49" WEST, A DISTANCE OF 174.38 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,100.00 FEET, A CENTRAL ANGLE OF 45°17'00"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 869.38 FEET; THENCE NORTH 49°59'11" WEST, A DISTANCE OF 1,546.87 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,200.00 FEET, A CENTRAL ANGLE OF 39°18'59"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 823.44 FEET; THENCE NORTH 89°18'10" WEST, A DISTANCE OF 401.19 FEET TO THE WEST LINE OF EXHIBIT A (POWERLINE ROAD), AS RECORDED IN OFFICIAL RECORDS BOOK 3071, PAGE 2651, PUBLIC RECORDS OF

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Florida LLC Tradition Land Company LLC	
Western Grove, St. Lucie County, Fl	
DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. *18-039*

LEGAL DESCRIPTION

WESTERN GROVE

ST. LUCIE COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE THE FOLLOWING 3 COURSES AND DISTANCES; THENCE SOUTH 00°41'50" WEST, A DISTANCE OF 557.37 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,440.00 FEET, A CENTRAL ANGLE OF 18°08'36"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 455.99 FEET; THENCE SOUTH 18°50'26" WEST, A DISTANCE OF 800.66 FEET; THENCE SOUTH 70°06'36" EAST, A DISTANCE OF 540.99 FEET TO THE WEST LINE OF A 200.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 767, PAGE 2676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°41'50" WEST, ALONG SAID WEST LINE, A DISTANCE OF 3,427.77 FEET; THENCE SOUTH 00°08'18" WEST, ALONG SAID WEST LINE, A DISTANCE OF 317.26 FEET TO THE NORTH LINE OF CONSERVATION TRACT 3, AS RECORDED IN OFFICIAL RECORDS BOOK 1485, PAGE 708, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY LINE OF CONSERVATION TRACT 3 THE FOLLOWING 24 COURSES AND DISTANCES; THENCE NORTH 31°45'23" EAST, A DISTANCE OF 287.98 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 479.11 FEET; THENCE NORTH 25°42'03" EAST, A DISTANCE OF 815.85 FEET; THENCE NORTH 67°14'46" EAST, A DISTANCE OF 611.45 FEET; THENCE NORTH 80°50'18" EAST, A DISTANCE OF 311.82 FEET; THENCE SOUTH 39°35'38" EAST, A DISTANCE OF 373.81 FEET; THENCE SOUTH 62°56'57" WEST, A DISTANCE OF 710.69 FEET; THENCE SOUTH 09°54'33" WEST, A DISTANCE OF 528.17 FEET; THENCE SOUTH 43°15'34" EAST, A DISTANCE OF 1.86 FEET; THENCE NORTH 89°57'05" EAST, A DISTANCE OF 1,118.66 FEET; THENCE NORTH 35°27'24" EAST, A DISTANCE OF 161.02 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 130°29'58"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 455.53 FEET; THENCE SOUTH 14°02'38" EAST, A DISTANCE OF 439.21 FEET; THENCE SOUTH 11°24'07" WEST, A DISTANCE OF 156.51 FEET; THENCE SOUTH 54°52'19" WEST, A DISTANCE OF 285.65 FEET; THENCE NORTH 87°53'08" WEST, A DISTANCE OF 303.75 FEET; THENCE NORTH 64°44'39" WEST, A DISTANCE OF 347.21 FEET; THENCE NORTH 38°28'42" WEST, A DISTANCE OF 244.24 FEET; THENCE SOUTH 61°48'44" WEST, A DISTANCE OF 265.08 FEET; THENCE SOUTH 26°55'17" EAST, A DISTANCE OF 157.56 FEET; THENCE SOUTH 04°24'55" WEST, A DISTANCE OF 302.92 FEET; THENCE SOUTH 51°49'41" EAST, A DISTANCE OF 294.23 FEET; THENCE SOUTH 28°06'28" EAST, A DISTANCE OF 898.96 FEET TO THE NORTH LINE OF CONSERVATION TRACT 1, AS RECORDED IN OFFICIAL RECORDS BOOK 1485, PAGE 708, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND WESTERLY LINE OF CONSERVATION TRACT 1 THE FOLLOWING 5 COURSES AND DISTANCES; THENCE SOUTH 72°37'52" WEST, A DISTANCE OF 619.63 FEET; THENCE SOUTH 18°11'57" WEST, A DISTANCE OF 269.91 FEET; THENCE SOUTH 01°51'59" EAST, A DISTANCE OF 146.75 FEET; THENCE SOUTH 32°55'06" EAST, A DISTANCE OF 1,128.20 FEET; THENCE SOUTH 49°21'19" EAST, A DISTANCE OF 380.65 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E/W # 1, AS RECORDED IN OFFICIAL RECORDS BOOK 2972, PAGE 829, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 89°50'39" WEST, ALONG SAID NORTH LINE OF E/W # 1 AND THE NORTH LINE OF PARCEL 2 OF RIVERLAND GROVE, A DISTANCE OF 2,230.58 FEET TO THE POINT OF BEGINNING OF CONSERVATION TRACT 2, AS SHOWN IN OFFICIAL RECORDS BOOK 1485, PAGE 708, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINE OF CONSERVATION TRACT 2 THE FOLLOWING 24 COURSES AND DISTANCES; THENCE NORTH 16°14'32" EAST, A DISTANCE OF 312.22 FEET; THENCE NORTH 60°39'52" EAST, A DISTANCE OF 69.34 FEET; THENCE NORTH 70°31'49" EAST, A DISTANCE OF 130.24 FEET; THENCE NORTH 46°25'24" EAST, A DISTANCE OF 54.76 FEET; THENCE NORTH 32°01'44" EAST, A DISTANCE OF 35.62 FEET; THENCE NORTH 08°45'15" EAST, A DISTANCE OF 49.65 FEET; THENCE NORTH 10°37'45" WEST, A DISTANCE OF 61.45 FEET; THENCE NORTH 24°33'27" WEST, A DISTANCE OF 95.46 FEET; THENCE NORTH 09°05'54" WEST, A DISTANCE OF 95.57 FEET; THENCE NORTH 20°34'23" WEST, A DISTANCE OF 64.51 FEET; THENCE NORTH 45°12'39" WEST, A DISTANCE OF 167.70 FEET; THENCE NORTH 59°18'14" WEST, A DISTANCE OF 151.59 FEET; THENCE NORTH 88°01'37" WEST, A DISTANCE OF 54.82 FEET; THENCE SOUTH 74°52'40" WEST, A DISTANCE OF 305.26 FEET; THENCE NORTH 70°03'54" WEST, A DISTANCE OF 245.26 FEET; THENCE SOUTH 76°25'53" WEST, A DISTANCE OF 232.03 FEET; THENCE NORTH 35°37'28" WEST, A DISTANCE OF 365.49 FEET; THENCE NORTH 64°00'05" WEST, A DISTANCE OF 104.96 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 614.79 FEET; THENCE SOUTH 15°45'52" WEST, A DISTANCE OF 524.60 FEET; THENCE SOUTH 29°27'50" EAST, A DISTANCE OF 150.74 FEET; THENCE SOUTH 63°02'12" EAST, A DISTANCE OF 200.44 FEET; THENCE NORTH 89°59'49" EAST, A DISTANCE OF 311.47 FEET; THENCE SOUTH 57°38'10" EAST, A DISTANCE OF 1,042.53 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E/W # 1, AS RECORDED IN OFFICIAL RECORDS BOOK 2972, PAGE 829, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 89°50'39" WEST, ALONG SAID NORTH LINE OF E/W # 1 AND THE NORTH LINE OF PARCEL 2 OF RIVERLAND GROVE, A DISTANCE OF 5063.33 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 609 (RANGELINE ROAD) A 150.00 FOOT WIDE RIGHT-OF-WAY; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 609 (RANGELINE ROAD) THE FOLLOWING 6 COURSES AND DISTANCES; THENCE NORTH 00°00'21" EAST, A DISTANCE OF 1,040.46 FEET; THENCE NORTH 00°01'22" WEST, A DISTANCE OF 2,608.92 FEET; THENCE NORTH 85°42'58" EAST, A DISTANCE OF 74.89 FEET; THENCE NORTH 02°05'08" WEST, A DISTANCE OF 5,257.15 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 5,654.58 FEET, A CENTRAL ANGLE OF 02°06'23"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 207.88 FEET; THENCE NORTH 00°01'15" EAST, A DISTANCE OF 2,337.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,771.478 ACRES, MORE OR LESS.

Sheet 2 of 5

CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Florida LLC
Tradition Land Company LLC

Western Grove, St. Lucie County, Fl

DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. *18-039*

LEGAL DESCRIPTION

WESTERN GROVE

TOGETHER WITH PARCEL 1 Parcel ID: 4305-322-0002-000-1

A PARCEL OF LAND LYING IN SECTIONS 5 AND 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE PLAT OF WESTERN GROVE PLAT NO. 2 ALLAPATTAH SUBSTATION, AS RECORDED IN PLAT BOOK 58, PAGE 12, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N89°58'45"W A DISTANCE OF 50.00 FEET; THENCE N00°01'15"E A DISTANCE OF 60.00 FEET; THENCE S89°58'45"E A DISTANCE OF 4633.87 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

AND THE BEGINNING OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 89°56'03" EAST, A RADIAL DISTANCE OF 2,158.00 FEET AND HAVING A CHORD BEARING OF SOUTH 00°03'12" WEST, 0.93 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00°01'28", A DISTANCE OF 0.93 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,690.00 FEET AND A CENTRAL ANGLE OF 03°25'08"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 100.84 FEET; THENCE NORTH 86°37'20" EAST, A DISTANCE OF 54.69 FEET; THENCE NORTH 53°38'02" EAST, A DISTANCE OF 11.25 FEET; THENCE EAST, A DISTANCE OF 501.54 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 11°43'53"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 204.75 FEET; THENCE NORTH 55°36'44" EAST, A DISTANCE OF 125.02 FEET; THENCE NORTH 89°58'45" WEST, A DISTANCE OF 874.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.684 ACRES, MORE OR LESS.

TOGETHER WITH PARCEL 2 (WETLAND 81) Parcel ID: 4308-331-0001-000-1

BEING A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF TRACT 1, ACCORDING TO TRADITION PLAT NO. 70, AS RECORDED IN PLAT BOOK 67, PAGE 31, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 80°50'18" WEST, A DISTANCE OF 311.82 FEET; THENCE SOUTH 67°14'46" WEST, A DISTANCE OF 363.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE CONTINUE SOUTH 67°14'46" WEST, A DISTANCE OF 248.12 FEET; THENCE SOUTH 25°42'03" WEST, A DISTANCE OF 107.45 FEET; THENCE NORTH 55°58'12" WEST, A DISTANCE OF 41.35 FEET; THENCE NORTH 64°04'09" WEST, A DISTANCE OF 36.99 FEET; THENCE NORTH 34°18'02" WEST, A DISTANCE OF 57.12 FEET; THENCE NORTH 04°58'20" EAST, A DISTANCE OF 32.40 FEET; THENCE NORTH 29°38'11" EAST, A DISTANCE OF 56.90 FEET; THENCE NORTH 55°08'19" EAST, A DISTANCE OF 39.86 FEET; THENCE NORTH 67°58'26" EAST, A DISTANCE OF 76.12 FEET; THENCE NORTH 79°45'14" EAST, A DISTANCE OF 78.71 FEET; THENCE NORTH 86°56'06" EAST, A DISTANCE OF 47.36 FEET; THENCE SOUTH 83°49'59" EAST, A DISTANCE OF 32.61 FEET; THENCE SOUTH 76°45'58" EAST, A DISTANCE OF 32.93 FEET; THENCE SOUTH 58°01'15" EAST, A DISTANCE OF 60.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.923 ACRES, MORE OR LESS.

LESS AND EXCEPT PARCEL 3

BEING A PARCEL OF LAND LYING IN SECTIONS 5 AND 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE PLAT OF WESTERN GROVE PLAT NO. 2 ALLAPATTAH SUBSTATION, AS RECORDED IN PLAT BOOK 58, PAGE 12, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N89°58'45"W A DISTANCE OF 50.00 FEET; THENCE N00°01'15"E A DISTANCE OF 60.00 FEET; THENCE S89°58'45"E A DISTANCE OF 5508.49 FEET; THENCE S55°36'44"W A DISTANCE OF 125.02 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

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STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Florida LLC Tradition Land Company LLC	
Western Grove, St. Lucie County, Fl	
DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. *18-039*

LEGAL DESCRIPTION

WESTERN GROVE

THENCE SOUTH 49°13'04" EAST, A DISTANCE OF 69.74 FEET; THENCE NORTH 74°03'19" EAST, A DISTANCE OF 2,864.71 FEET; THENCE NORTH 13°12'00" WEST, A DISTANCE OF 46.01 FEET; THENCE SOUTH 74°05'56" WEST, A DISTANCE OF 326.26 FEET; THENCE SOUTH 74°31'50" WEST, A DISTANCE OF 526.42 FEET; THENCE SOUTH 73°45'42" WEST, A DISTANCE OF 491.41 FEET; THENCE SOUTH 74°29'48" WEST, A DISTANCE OF 493.07 FEET; THENCE SOUTH 74°15'42" WEST, A DISTANCE OF 502.35 FEET; THENCE SOUTH 73°41'12" WEST, A DISTANCE OF 447.38 FEET; THENCE SOUTH 77°39'57" WEST, A DISTANCE OF 108.05 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 00°36'10"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 10.52 FEET TO THE POINT OF BEGINNING. ALSO LESSING OUT THAT PORTION OF EXHIBIT A, AS RECORDED IN OFFICIAL RECORDS BOOK 3071, PAGE 2612, THAT LIES IN THE ABOVE DESCRIBED PARCEL.

CONTAINING 3.318 ACRES, MORE OR LESS.

LESS AND EXCEPT: Parcel ID: 4306-700-0001-000-7
FLORIDA POWER AND LIGHT ALLAPATTAH SUBSTATION, AS RECORDED IN PLAT BOOK 58, PAGE 12, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. (CONTAINING 2.491 ACRES, MORE OR LESS).

ALSO LESS AND EXCEPT: Parcel ID: 4308-501-0001-020-8
FERNLAKE DRIVE, AS RECORDED IN OFFICIAL RECORDS BOOK 3071, PAGE 2612, EXHIBIT B (CONTAINING 8.358 ACRES, MORE OR LESS).

ALSO LESS AND EXCEPT: Parcel ID: 4306-111-0001-000-9 Parcel ID: 4306-144-0001-000-1
POWERLINE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 3071, PAGE 2612, EXHIBIT C AND OFFICIAL RECORDS BOOK 3071, PAGE 2651, EXHIBIT C (CONTAINING 40.982 ACRES, MORE OR LESS).

TRACT C Parcel ID: 4308-000-0000-000-7

BEING A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTHEAST CORNER OF THE PLAT OF TRADITION PLAT NO. 58, AS RECORDED IN PLAT BOOK 59, PAGE 21, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY LINE OF SAID TRADITION PLAT NO. 58 THE FOLLOWING 7 COURSES AND DISTANCES; THENCE NORTH 89°53'05" WEST, A DISTANCE OF 194.96 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 70°02'04"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 61.12 FEET; THENCE NORTH 19°51'01" WEST, A DISTANCE OF 224.93 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 83°40'24"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 292.08 FEET; THENCE SOUTH 76°28'35" WEST, A DISTANCE OF 669.95 FEET; THENCE SOUTH 07°29'09" EAST, A DISTANCE OF 209.34 FEET; THENCE SOUTH 47°13'42" WEST, A DISTANCE OF 508.14 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TRADITION PARKWAY (A 130.00 FOOT WIDE RIGHT-OF-WAY) AND TO AN INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1,465.00 FEET, THE CHORD OF WHICH BEARS NORTH 24°41'40" WEST, 443.56 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 445.27 FEET THROUGH A CENTRAL ANGLE OF 17°24'52" TO THE SOUTHWEST CORNER OF TRACT A, ACCORDING TO THE PLAT OF TRADITION PLAT NO. 68, AS RECORDED IN PLAT BOOK 66, PAGE 37, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY, EASTERLY, AND NORTHERLY LINE OF SAID TRACT A THE FOLLOWING 7 COURSES AND DISTANCES; THENCE NORTH 74°00'46" EAST, A DISTANCE OF 60.76 FEET; THENCE NORTH 21°07'28" EAST, A DISTANCE OF 100.75 FEET; THENCE NORTH 30°08'54" EAST, A DISTANCE OF 78.00 FEET; THENCE NORTH 14°10'47" WEST, A DISTANCE OF 112.39 FEET; THENCE NORTH 71°42'41" WEST, A DISTANCE OF 90.85 FEET; THENCE NORTH 51°27'29" WEST, A DISTANCE OF 76.73 FEET; THENCE SOUTH 88°24'58" WEST, A DISTANCE OF 16.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TRADITION PARKWAY (A 130.00 FOOT WIDE RIGHT-OF-WAY); THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID TRADITION PARKWAY THE FOLLOWING 6 COURSES AND DISTANCES; AND TO AN INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,465.00 FEET, THE CHORD OF WHICH BEARS NORTH 00°47'31" WEST, 40.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.50 FEET THROUGH A CENTRAL ANGLE OF 01°35'02"; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 182.47 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1,595.00 FEET, A CENTRAL ANGLE OF 09°38'59"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 268.63 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 47°50'06"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 41.74 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 21°42'43"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 49.26 FEET TO A

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STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Florida LLC Tradition Land Company LLC	
Western Grove, St. Lucie County, Fl	
DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. *18-039*

LEGAL DESCRIPTION

WESTERN GROVE

POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 56°42'14"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 49.48 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF FERNLAKE DRIVE (A 80.00 FOOT WIDE RIGHT-OF-WAY); THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FERNLAKE DRIVE THE FOLLOWING 3 COURSES AND DISTANCES, AND TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 930.00 FEET AND A CENTRAL ANGLE OF 54°51'10"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 890.35 FEET; THENCE NORTH 18°19'28" EAST, A DISTANCE OF 61.04 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 870.01 FEET, A CENTRAL ANGLE OF 13°23'54"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 203.45 FEET TO THE SOUTHWESTERLY CORNER OF TRADITION PLAT NO. 62, AS RECORDED IN PLAT BOOK 60, PAGE 22, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SAID TRADITION PLAT NO. 62 THE FOLLOWING 3 COURSES AND DISTANCES; THENCE SOUTH 51°55'07" EAST, A DISTANCE OF 701.92 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 440.00 FEET, THE CHORD OF WHICH BEARS NORTH 75°57'08" EAST, 209.81 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 211.85 FEET THROUGH A CENTRAL ANGLE OF 27°35'12"; THENCE NORTH 89°44'44" EAST, A DISTANCE OF 277.08 FEET TO THE NORTHWEST CORNER OF TRADITION PLAT NO. 16, AS RECORDED IN PLAT BOOK 44, PAGE 12, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°06'55" WEST, ALONG THE WEST LINE OF SAID TRADITION PLAT NO. 16, A DISTANCE OF 1,493.94 FEET TO THE POINT OF BEGINNING. CONTAINING 54.548 ACRES, MORE OR LESS.

CONTAINING 1,773.484 ACRES (TOTAL NET), MORE OR LESS.

TOGETHER WITH:

All of Parcel ID: 4305-110-0000-000-6
A portion of Parcel ID: 4304-124-0001-000-3
A portion of Parcel ID: 4304-111-0000-000-6

A PARCEL OF LAND LYING IN SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST LUCIE COUNTY, FLORIDA AND BEING A PORTION OF THE LANDS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1745 AT PAGE 1819, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF LOT 375 AS SHOWN ON TRADITION PLAT NO. 28 AS RECORDED IN PLAT BOOK 45 AT PAGES 24 THROUGH 38, PUBLIC RECORDS OF ST, LUCIE COUNTY, FLORIDA AND RUNNING THENCE N74°03'19"E ALONG THE NORTHERLY BOUNDS OF SAID LOT 375 AND CONTINUING ALONG THE NORTHERLY BOUNDS OF WATER MANAGEMENT TRACT 1 AS SHOWN ON SAID TRADITION PLAT NO. 28, A DISTANCE OF 182.96 FEET TO A POINT LOCATED S74°03'19"W A DISTANCE OF 50.00 FEET FROM THE CENTERLINE OF A 20 WIDE WATER MANAGEMENT EASEMENT SHOWN ON THE ABOVE MENTIONED TRADITION PLAT 28; THENCE N15°45'29"W ALONG A LINE PARALLEL TO AND 50 FEET DISTANT WESTERLY FROM SAID CENTERLINE, A DISTANCE OF 29.52 FEET TO A POINT ON THE NORTHERLY BOUNDS OF THE PLAT LAST ABOVE MENTIONED AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE S74°14'30"W ALONG THE NORTHERLY BOUNDS OF SAID TRADITION PLAT 18 A DISTANCE OF 816.16 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S74°14'30"W A DISTANCE OF 18.57 FEET TO A POINT ON THE SOUTHERLY BOUNDS OF LANDS DESCRIBED BY DEED FIRST ABOVE MENTIONED; THENCE S13°37'52"W ALONG SAID BOUNDS A DISTANCE OF 14.03 FEET; THENCE S74°03'19"W, STILL ALONG SAID SOUTHERLY BOUNDS, A DISTANCE OF 5341.55 FEET TO A POINT ON THE NORTHERLY BOUNDS OF THE SO-CALLED WESTERN GROVE PARCEL; THENCE ALONG THE NORTHERLY BOUNDS THEREOF THE FOLLOWING TWO COURSES AND DISTANCES; 1) N49°13'04"W A DISTANCE OF 69.74 FEET; 2) N55°36'44"E A DISTANCE OF 125.02 FEET TO A POINT ON THE NORTHERLY BOUNDS OF THE O.L. PEACOCK CANAL AS DESCRIBED BY DEED FIRST ABOVE MENTIONED; THENCE ALONG SAID NORTHERLY BOUNDS THE FOLLOWING 4 COURSES AND DISTANCES; 1) N74°05'51"E A DISTANCE OF 4714.77 FEET; 2) N74°35'02"E A DISTANCE OF 620.60 FEET; 3) N34°54'59"E A DISTANCE OF 16.17 FEET; 4) N74°00'26"E A DISTANCE OF 755.08 FEET; THENCE S15°45'29"E, PARALLEL TO AND 50' DISTANT WESTERLY FROM THE CENTERLINE OF THE 20 FEET WIDE WATER MANAGEMENT EASEMENT REFERRED TO ABOVE, A DISTANCE OF 89.94 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT EXHIBIT "A" AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 3071 AT PAGE 2612, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA. CONTAINING 13.24 ACRES OF LAND, MORE OR LESS.

TOTAL AREA OF ALL WESTERN GROVE PARCELS CONTAIN 1786.724 ACRES OF LAND, MORE OR LESS.

Sheet 5 of 5

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STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Florida LLC Tradition Land Company LLC	
Western Grove, St. Lucie County, Fl	
DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. *18-039*

EXHIBIT "A-2"
SOUTHERN GROVE PROPERTY

LEGAL DESCRIPTION

SOUTHERN GROVE

TOGETHER WITH: Parcel ID: 4322-231-0002-000-5

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 39 EAST, AND BEING A PORTION OF THE PLAT OF SOUTHERN GROVE PLAT NUMBER 3 AS RECORDED IN PLAT BOOK NUMBER 61 AT PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FROM THE SOUTHWEST CORNER OF PARCEL 24 OF THE ABOVE MENTIONED SOUTHERN GROVE PLAT NO. 3, THENCE N 90°00'00" E 75.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 90°00'00" E 648.81 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 4,950 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1210.08 FEET, THENCE N 75°59'37" E 561.12 FEET TO THE WESTERLY RIGHT-OF-WAY OF VILLAGE PARKWAY AND A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 4,925 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 100.00 FEET, THENCE S 75°59'37" W 561.12 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 5,050 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1234.52 FEET, THENCE S 90°00'00" W 648.97 FEET, THENCE N 00°05'34" E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING- LESS THAT PART FOR RELOCATED E/W NO. 2 ROAD RIGHT-OF-WAY AS IN OFFICIAL RECORDS BOOK 3935 AT PAGE 2995, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY.

CONTAINING 4.21 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-700-0025-000-9 (PARCEL 24)
Parcel ID: 4315-700-0030-000-7 (PARCEL 28)
Parcel ID: 4315-700-0032-000-1 (PARCEL 29)

BEING ALL OF PARCELS 24, 28 AND 29 ACCORDING TO SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PART FOR COMMUNITY BOULEVARD AND UTILITY SITE 1 AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 3935 AT PAGE 2995.

PARCEL 24 CONTAINS 130.570 ACRES OF LAND, MORE OR LESS.
PARCEL 28 CONTAINS 436.727 ACRES OF LAND, MORE OR LESS.
PARCEL 29 CONTAINS 386.544 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-700-0001-000-5

BEING ALL OF UTILITY SITE 1 AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NUMBER 3, RECORDED IN PLAT BOOK 61 AT PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. (0.50 AC) (OR 3935-2984)

CONTAINING 0.50 ACRE OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-700-0007-000-7 (CONSERVATION TRACT 3)
Parcel ID: 4315-700-0016-000-3 (CONSERVATION TRACT 12)

BEING ALL OF CONSERVATION TRACTS 3 AND 12 AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NUMBER 3, RECORDED IN PLAT BOOK 61 AT PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONSERVATION TRACT 3 CONTAINS 1.071 ACRE OF LAND, MORE OR LESS.
CONSERVATION TRACT 12 CONTAINS 41.300 ACRES OF LAND, MORE OR LESS.

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Tradition Florida LLC Tradition Land Company LLC	
Mattamy Parcels	
DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. *18-039*

LEGAL DESCRIPTION

SOUTHERN GROVE

TOGETHER WITH: Parcel ID: 4315-500-0008-000-0

BEING ALL OF PARCEL 1, ACCORDING TO SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56, PAGE 18, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL;

FROM THE NORTHEAST CORNER OF SAID PARCEL 1 RUNNING THENCE TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1657.00 FEET, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1031.85 FEET, THENCE S 60° 57' 01" E 68.14 FEET TO THE POINT OF BEGINNING; THENCE S 60° 57' 01" E 140.00 FEET, THENCE S 74° 02' 59" W 42.43 FEET, THENCE N 60° 57' 01" W 80.00 FEET, THENCE N 15° 57' 01" W 42.43 FEET TO THE POINT OF BEGINNING. CONTAINING 0.076 ACRE OF LAND, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL;

EXHIBIT B AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 3071 AT PAGE 2591, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 0.004 ACRE OF LAND, MORE OR LESS

OVERALL PARCEL CONTAINS 60.681 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-500-0006-000-6 (CONSERVATION TRACT 10)
Parcel ID: 4315-500-0007-000-3 (CONSERVATION TRACT 21)

BEING ALL OF CONSERVATION TRACTS 10 AND 21, ACCORDING TO SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56, PAGE 18, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONSERVATION TRACT 10 CONTAINS 0.943 ACRES OF LAND. MORE OR LESS.
CONSERVATION TRACT 21 CONTAINS 5.064 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4322-600-0020-000-9 (PARCEL 25A)
Parcel ID: 4322-600-0023-000-0 (PARCEL 25D)
Parcel ID: 4322-600-0027-000-8 (PARCEL 27D)

BEING ALL OF PARCELS 25A, 25D AND 27D ACCORDING TO SOUTHERN GROVE PLAT NO. 13, AS RECORDED IN PLAT BOOK 74, PAGE 10, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 25A CONTAINS 28.766 ACRES OF LAND, MORE OR LESS.
PARCEL 25D CONTAINS 15.573 ACRES OF LAND, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL FROM THE ABOVE MENTIONED PARCEL 27D;

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 27D AND RUNNING THENCE ALONG THE BOUNDS THEREOF THE FOLLOWING 6 COURSES AND DISTANCES; 1) N4°13'26"E A DISTANCE OF 635.29 FEET; 2) S89°14'41"E A DISTANCE OF 596.05 FEET; 3) N3°14'21"E A DISTANCE OF 87.14 FEET; 4) S81°49'52"E A DISTANCE OF 217.07 FEET; 5) S75°35'46"E A DISTANCE OF 2.83 FEET; 6) S57°00'52"E A DISTANCE OF 172.59 FEET TO A POINT ON THE WESTERLY LINE OF A 60 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 97 AT PAGE 505, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S00°02'34"W ALONG SAID WESTERLY BOUNDS A DISTANCE OF 596.94 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF E/W 4 R/W (PARR DRIVE) AS SHOWN ON THE ABOVE MENTIONED PLAT OF SOUTHERN GROVE PLAT NO. 13; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING 2 COURSES AND DISTANCES; 1) N89°59'43"W A DISTANCE OF 772.26 FEET TO A POINT OF CURVATURE; 2) WESTERLY ALONG A CURVE TO THE RIGHT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 2925.00 FEET, CENTRAL ANGLE 4°39'19" AN ARC LENGTH OF 237.65 FEET TO THE POINT OF BEGINNING. CONTAINING 14.825 ACRES OF LAND, MORE OR LESS.

THE PORTION OF PARCEL 27D DESCRIBED HEREIN CONTAINS 30.864 ACRES OF LAND, MORE OR LESS.

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Tradition Florida LLC Tradition Land Company LLC	
Mattamy Parcels	
DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. *18-039*

LEGAL DESCRIPTION

SOUTHERN GROVE

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL;

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY OF VILLAGE PARKWAY AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 2899 AT PAGE 2933 (EXHIBIT "A"), PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA, WHICH POINT IS THE MOST NORTHERLY CORNER OF PARCEL 3 AS DESCRIBED IN THE ABOVE MENTIONED DEED AND RUNNING THENCE N25°57'22"W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 1204.05 FEET TO THE SOUTHWEST CORNER OF A UTILITY SITE AS RECORDED IN OFFICIAL RECORDS BOOK 3935 AT PAGE 2995, SAID PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N64°02'38"E, DEPARTING SAID RIGHT-OF-WAY AND RUNNING ALONG THE SOUTHERLY LINE OF THE PARCEL LAST ABOVE MENTIONED AND CONTINUE ON THE SAME COURSE, A TOTAL DISTANCE OF 654.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE CONTAINING THE FOLLOWING ELEMENTS; RADIUS 171.25 FEET, CENTRAL ANGLE 104°16'41", ARC LENGTH 311.67 FEET, CHORD BEARING S54°21'56"E, A CHORD DISTANCE OF 270.40 FEET TO THE BEGINNING OF A NON-TANGENT LINE; THENCE S26°39'19"E ALONG SAID LINE A DISTANCE OF 732.16 FEET; THENCE S30°11'31"E A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTHERLY BOUNDS OF E/W 3 RIGHT-OF-WAY AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2680 (EXHIBIT "E"), PUBLIC RECORDS OF ST. LUCIE COUNTY. FLORIDA; THENCE S59°48'29"W ALONG THE NORTHERLY BOUNDS THEREOF A DISTANCE OF 784.24 FEET TO THE MOST EASTERLY CORNER OF PARCEL 3 REFERRED TO ABOVE; THENCE N72°56'17"W ALONG THE NORTHERLY BOUNDS OF SAID PARCEL 3 A DISTANCE OF 34.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.66 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-609-0001-000-5

BEING ALL OF WATER MANAGEMENT TRACT 1, ACCORDING TO SOUTHERN GROVE PLAT NO. 18, AS RECORDED IN PLAT BOOK 73, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 10.872 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-609-0001-000-5

BEING ALL OF OPEN SPACE TRACT 1, ACCORDING TO SOUTHERN GROVE PLAT NO. 18, AS RECORDED IN PLAT BOOK 73, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 1.06 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-610-0001-000-9

BEING ALL OF TRACT 1, ACCORDING TO SOUTHERN GROVE PLAT NO. 21, AS RECORDED IN PLAT BOOK 75, PAGES 1-3, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 37.30 ACRES OF LAND, MORE OR LESS.

THE TOTAL AREA OF ALL SOUTHERN GROVE PARCELS DESCRIBED HEREIN IS 1213.705 ACRES OF LAND, MORE OR LESS.

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SCALE: N/A	JOB No. *18-039*

EXHIBIT A-3
TRADITION PROPERTY

LEGAL DESCRIPTION

TRADITION

TOGETHER WITH: Parcel ID: 4309-803-0008-000-1

BEING ALL OF PARCEL A, ACCORDING TO TRADITION PLAT 17, AS RECORDED IN PLAT BOOK 43, PAGES 22, 22A-22F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 8.573 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 3333-800-0004-000-6

BEING ALL OF TRACT 1, ACCORDING TO TRADITION PLAT 32, AS RECORDED IN PLAT BOOK 62, PAGES 5-9, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 9.20 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4308-501-0001-000-2

TRADITION PLAT NO. 62 (PLAT BOOK 60-22) THAT PART OF SAID SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRADITION PLAT NUMBER 62 REFERRED TO ABOVE, THENCE S 11° 13' 04" E 30.00 FEET TO A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1300.00 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 10.00 FEET, THENCE S 12° 58' 52" E 129.50 FEET TO CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 32.00 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 35.58 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 108.00 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 12.56 FEET TO A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 182.00 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 129.09 FEET TO CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1450.00 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 417.90 FEET, THENCE N 78° 46' 37" W 146.08 FEET TO CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1205.00 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 413.44 FEET, THENCE S 81° 33' 53" W 654.60 FEET TO CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2950.00 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 70.91 FEET TO CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.78 FEET TO CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 110.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 47.79 FEET TO CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 48.95 FEET TO CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 760.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 139.01 FEET, THENCE S 53° 22' 26" E 15.42 FT TO CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 130.00 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.26 FEET, THENCE N 81° 33' 53" E 708.20 FEET TO A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1430.00 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 490.64 FEET, THENCE S 78° 46' 37" E 112.72 FEET TO CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1270.00 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 497.42 FEET TO THE POINT OF BEGINNING. CONTAINING 9.98 ACRES OF LAND. (OFFICIAL RECORDS BOOK 3274-915)

THE TOTAL AREA OF ALL TRADITION PARCELS DESCRIBED HEREIN IS 27.753 ACRES OF LAND, MORE OR LESS.

Sheet 1 of 1

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Florida LLC
Tradition Land Company LLC

Mattamy Parcels

DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. *18-039*

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes and assessments, including, but not limited to, any assessments of property owner associations and assessments and liens imposed by any governmental authority, the community development districts and special association districts which may impose and levy taxes and assessments on the Property for the year 2018 and all subsequent years which are not yet due and payable.

2. Zoning restrictions and prohibitions imposed by governmental authority, including, but not limited to, plats, site plans and/or any other governmental approvals or regulations pertaining to the Property.

3. Easements, restrictions and all other matters of record.

4. Facts which an accurate survey would show.

5. Rights of any parties in possession.

6. Any matter created by Grantee or through the Grantee.

EXHIBIT "C"

DEED RESTRICTIONS

The following restrictions, covenants and provisions shall be deemed a part of the conveyance described in the Special Warranty Deed to which these Deed Restrictions are attached and shall be deemed covenants running with the land applicable to the Property described in such Special Warranty Deed ("**Property**"). These restrictions are for the benefit of the City of Port St. Lucie, Florida ("**City**") and any waiver or amendment to the restrictions in this Exhibit "C" shall require the written consent of the City.

Grantor and Grantee acknowledge that there shall be no improvements constructed upon the Property conveyed by Grantor, other than the "Proposed Uses", as hereinafter defined, without the written consent of the City.

"**Proposed Uses**" shall mean (unless otherwise approved in writing by the City) the Property may only be used for (i) not more than 4,000 units of residential density and not more than 220,000 square feet of available retail/office square footage within the Western Grove DRI Amended and Restated Development Order contemplated under City of Port St. Lucie Resolution 16-R24 recorded in Official Records Book 3864, Page 1792 of the Public Records of St. Lucie County, Florida ("**Western Grove DRI**") with respect to the portion of the Property described on Exhibit "A-1" ("**Western Grove Property**"), (ii) not more than 2,010 units of single-family dwelling units, not more than 808 units of multi-family dwelling units and not more than 576 apartment units, not more than 895,940 retail/office square feet on parcels SG-4, SG-5 and SG-7, not more than 240 hotel rooms on parcel SG-5, and not more than 123,449 square feet of retail/commercial square footage on CDD-1 Commercial Property, all within the portions of the Property more particularly described on Exhibit "A-2" ("**Southern Grove Property**") which are located within the Southern Grove DRI Amended and Restated Development Order contemplated under City of Port St. Lucie Resolution 15-R95 recorded in Official Records Book 3826, Page 2235 of the Public Records of St. Lucie County, Florida ("**Southern Grove DRI**"), and (iii) not more than 20 single-family dwelling units, not more than 130 multi-family dwelling units of residential density and not more than 90,000 square feet of retail square footage on the portion of the Property set forth on Exhibit "A-3" attached hereto and made a part hereof ("**Tradition Property**") which is subject to the Tradition DRI Amended and Restated Development Order as contemplated in City of Port St. Lucie Resolution 16-R25 recorded in Official Records Book 1840, Page 1881 of the Public Records of St. Lucie County, Florida ("**Tradition DRI**"); provided, however, without the written consent of the City, the owner of the various portions of the Property shall have the right to shift the uses set forth above as permitted under the conversion matrix set forth in (a) the Southern Grove DRI as to the Southern Grove Property, (b) as permitted under the Tradition DRI as to the Tradition Property, and (c) in the Western Grove Property as permitted under the Western Grove DRI.

In advance of any portion of the Property being developed, as evidenced by the submission of a site plan application or land development permit application with respect thereto, Grantee agrees that the portion of the Property being developed shall then be submitted to and encumbered by one of the following Charters, as applicable, to wit: (i) Commercial Charter For Tradition recorded in Official Records Book 2098, Page 1697 of the Public Records of St. Lucie

County, Florida, as amended from time to time, as to any non-residential uses intended to be developed on the portions of the Property, and (ii) the Community Charter For Tradition recorded in Official Records Book 1700, Page 868 of the Public Records of St. Lucie County, Florida, as amended from time to time, as to any residential uses intended to be developed on the portions of the Property ("**Charters**").

Except with the City of Port St. Lucie, Florida's written consent, the restrictions and covenants set forth in this **Exhibit C** shall be covenants running with the land for a period ending on a date which is twenty-one (21) years after the death of the last surviving lineal descendant of Queen Elizabeth, the queen of England.

Southern Grove 4 - MPUD Amendment No. 2 and Rezoning

MPUD Rezoning and Amendment Application
(P22-227)
Planning and Zoning Board Meeting January 3, 2022
Bridget Kean, AICP
Senior Planner

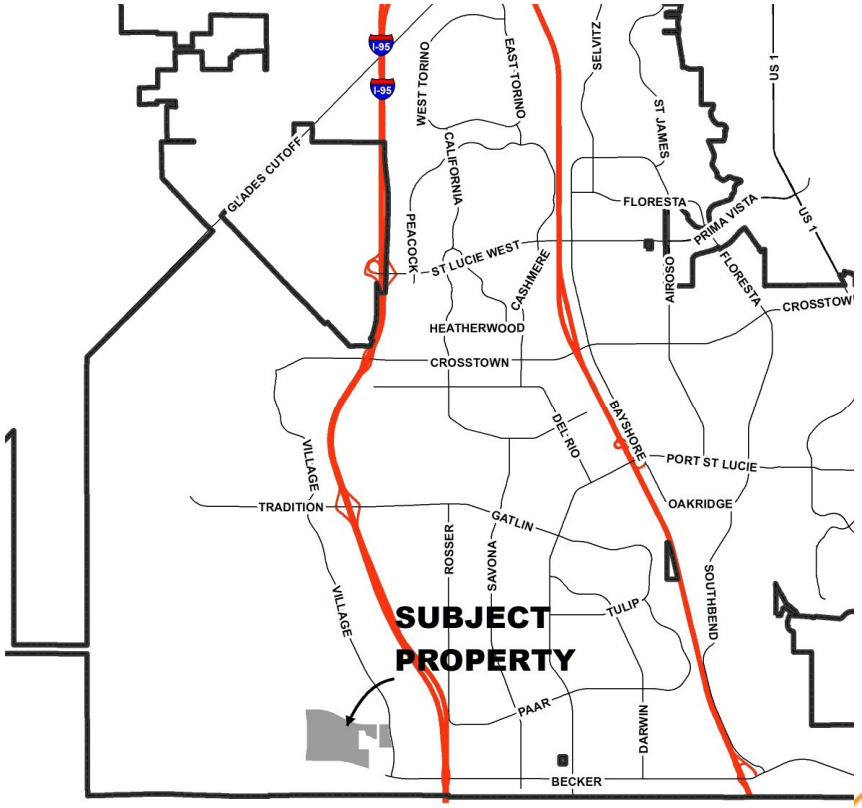
Applicant and Owner

Steve Garrett, Lucido and Associates, is acting as the agent for Mattamy Palm Beach, LLC and CCC-PSL, LLC (property owners)

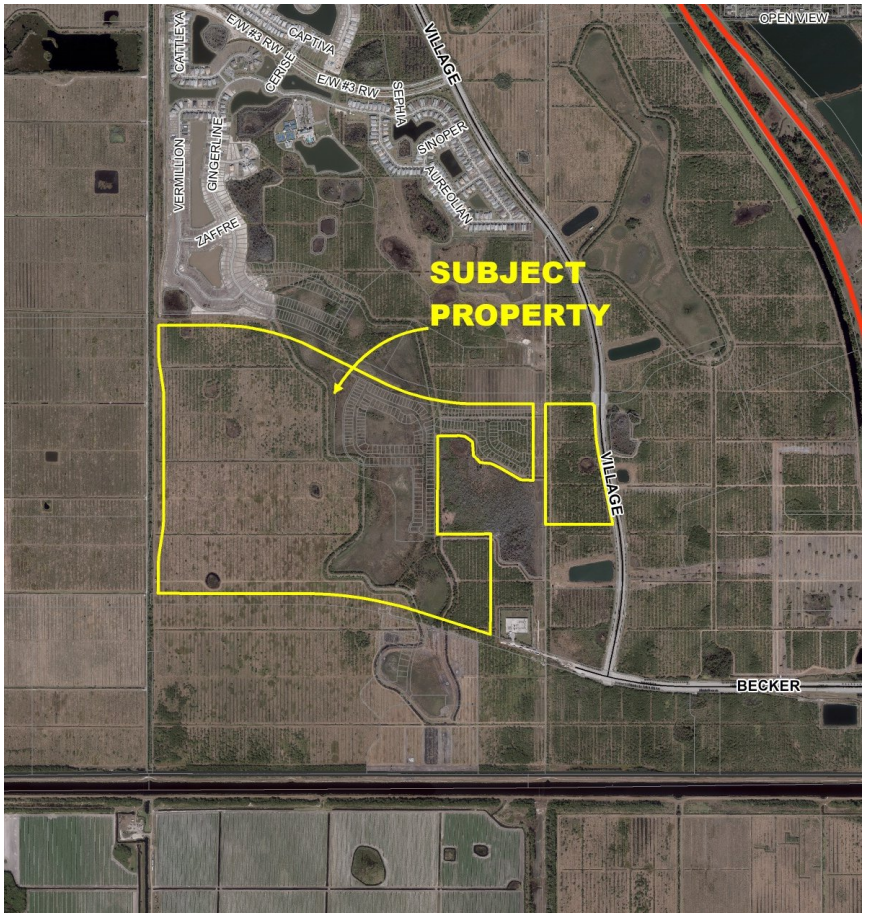
Proposed Project

- The request is to rezone 31.788 acres of property from the zoning designation of St. Lucie County AG-5 to City MPUD and to amend the Southern Grove 4 MPUD.

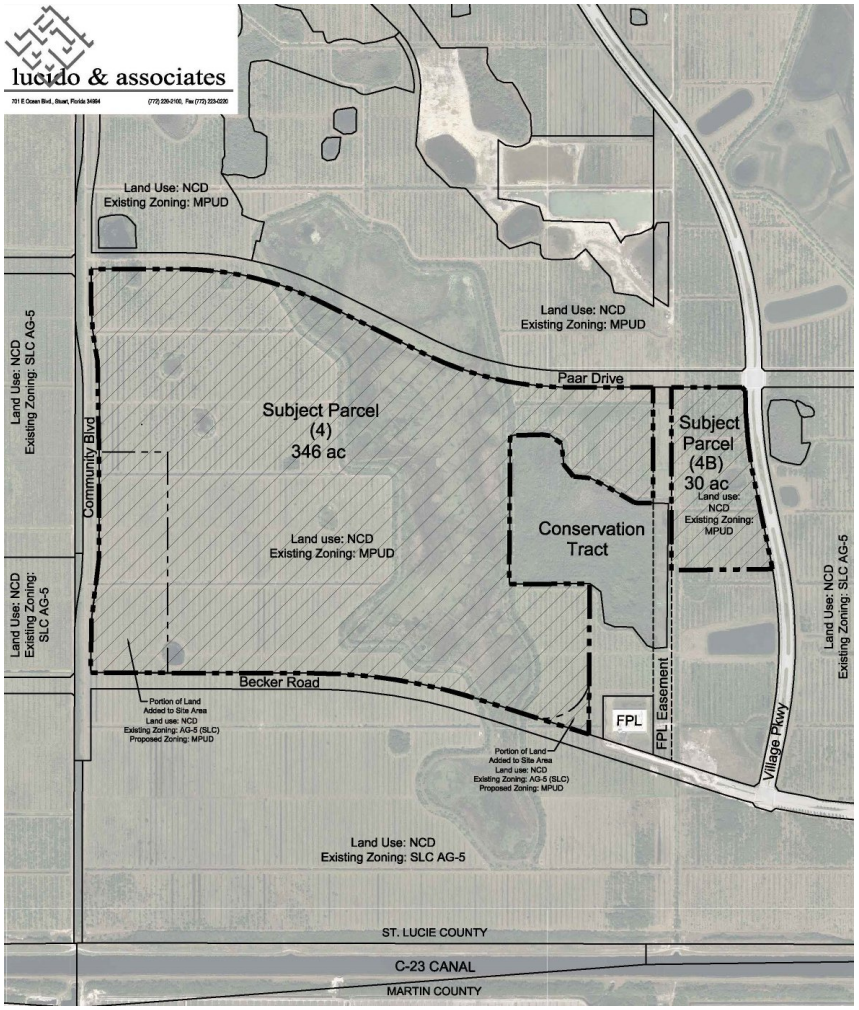
Location Map



Aerial


SUBJECT
PROPERTY
OPEN VIEW
VILLAGE
CATTLEYA
CAPTIVA
E/W #3 RW
CERISE
E/W #3 RW
SEPHIA
SINOPER
AUREOLIAN
VERMILLION
GINGERLINE
ZAFFRE
VILLAGE
BECKER

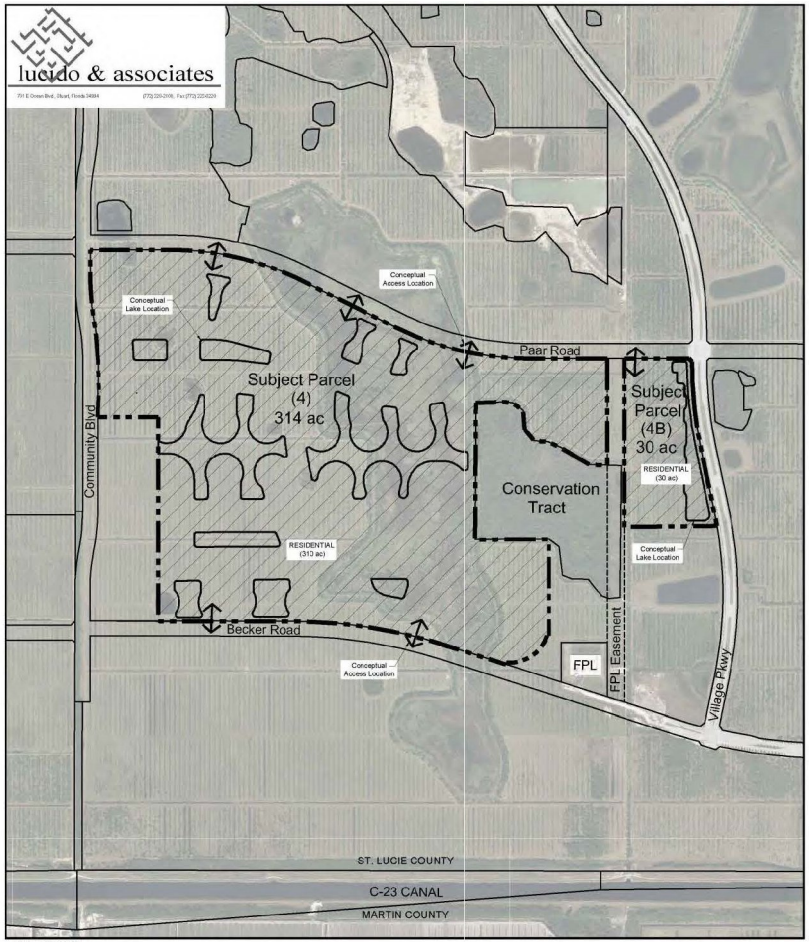
Future Lane Use and Zoning



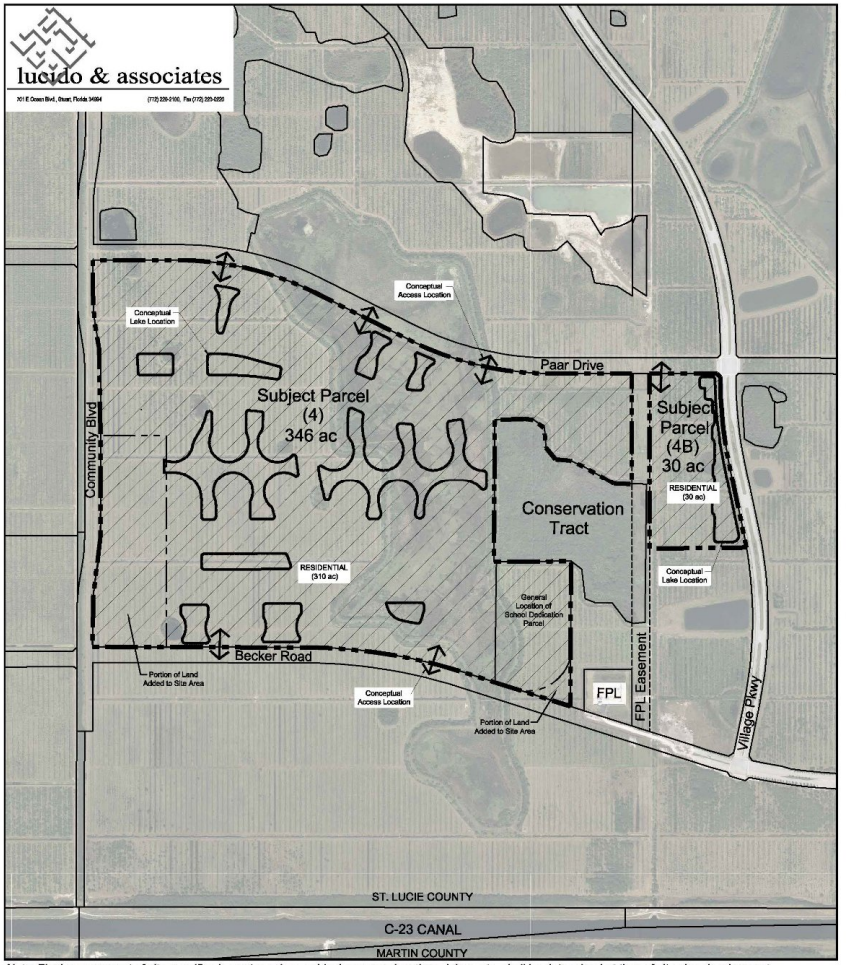
Proposed Amendment

- Southern Grove 4 MPUD is within a residential land use sub-district and approximately 344 acres.
- Revised development program adds 31.788 acres to the MPUD for a revised total of 376 acres.
- It allows up to 1,300 residential units and includes Cottages at Tradition multi-family development, the Kenley single-family subdivision, a proposed active adult community, and a proposed school site on Becker Road.
- The legal description, maps, were updated to include the new acreage and school site.

Existing Concept Plan



Revised Concept Plan



Impacts and Findings

- The proposed MPUD is consistent with Policies 1.2.2.2 and 1.2.2.3 of the Future Land Use Element regarding the development of residential neighborhoods within an NCD District and Policy 1.2.3.4 regarding the provision of pedestrian/bicycle paths to interconnect residential and non-residential areas.

Recommendation

- The Site Plan Review Committee recommended approval of the proposed rezoning and MPUD amendment at the August 24, 2022 Site Plan Review Committee meeting.
- The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

"A City for All Ages"

Agenda Summary

2022-1020

Agenda Date: 1/3/2023 **Agenda Item No.:** 8.e

Placement: Public Hearing - Quasi Judicial

Action Requested: Motion / Vote

P22-333 Fresnillo Enterprise, Inc. - Rezoning

Location: South of Commerce Center Dr and east of Commerce Lakes Dr

Legal Description: G.O. Team Industrial Park Unit 3, Block B, Lot 22

This is a request to rezone the property from Industrial (IN) to Service Commercial (CS).

Submitted By: Francis Forman, Planner II, Planning & Zoning

Executive Summary: The request is for the rezoning of the 1.35-acre property from Industrial (IN) to Service Commercial (CS). The applicant is requesting this change so that the zoning designation will be compatible with the Future Land Use classification of Service Commercial (CS).

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Board recommend approval to the City Council.

Alternate Recommendations:

1. Move that the Board recommend denial to the City Council.

Background: See staff report.

Issues/Analysis: See staff report.

Special Consideration: N/A

Location of Project: 2165 NW Commerce Lakes Drive

Attachments: Staff Report, Application, Warranty Deed, Agent Authorization, Staff Presentation

Fresnillo Enterprise, Inc.
Rezoning
P22-333

Project Location Map

SUMMARY

Applicant's Request:	An application to rezone the property from Industrial (IN) to Service Commercial (CS).
Applicant:	Abraham Chabab, Abraham Chabab Inc.
Property Owner:	Fresnillo Enterprise, Inc.
Location:	South of Commerce Center Dr and east of Commerce Lakes Dr
Address:	2165 NW Commerce Lakes Dr
Project Planner:	Francis Forman, Planner II

Project Description

The Applicant, Fresnillo Enterprise, Inc., is requesting the rezoning of the 1.35-acre property within the G.O. Team Industrial Park, Unit 3, Block B, Lot 22 from Industrial (IN) to Service Commercial (CS). The property address is 2165 NW Commerce Lakes Drive.

The site was previously approved for the construction of a 3,200 square foot warehouse back in 2017. There was an incompatibility between the zoning and land use which was not corrected at the time of this previous site plan approval. With the concurrent site plan amendment going through the process, the applicant is requesting this change to correct the inconsistency between the Zoning designation and the Future Land Use designation for the construction of a warehouse with office facility.

The property has a future land use designation of Service Commercial (CS), which is incompatible with the current zoning of Industrial and compatible with the Service Commercial zoning district.

Previous Actions and Prior Reviews

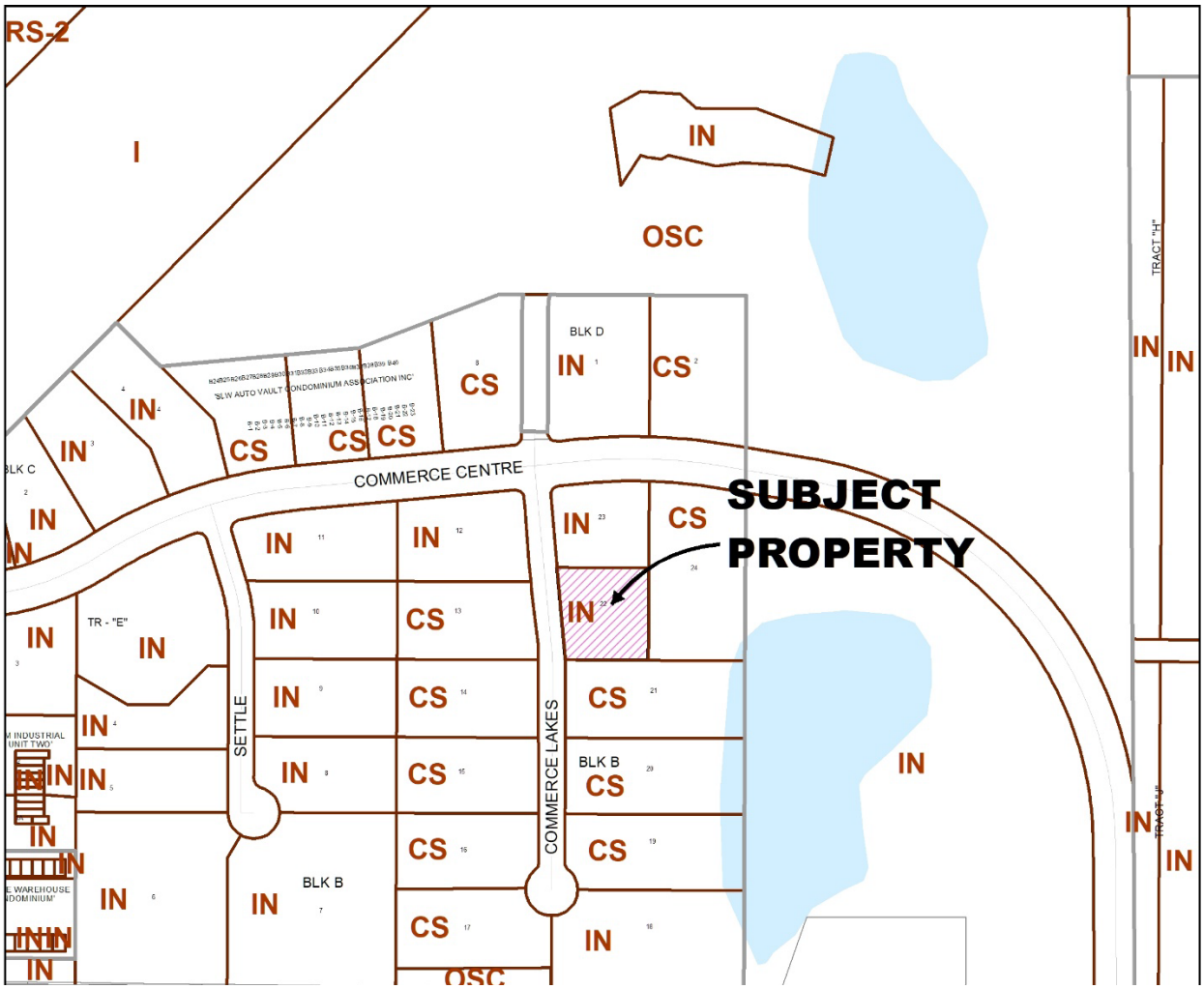
P17-247 – Sequential Services, LLC – The approval and construction of a 3,200 square foot warehouse with office building in 2017.

Location and Site Information

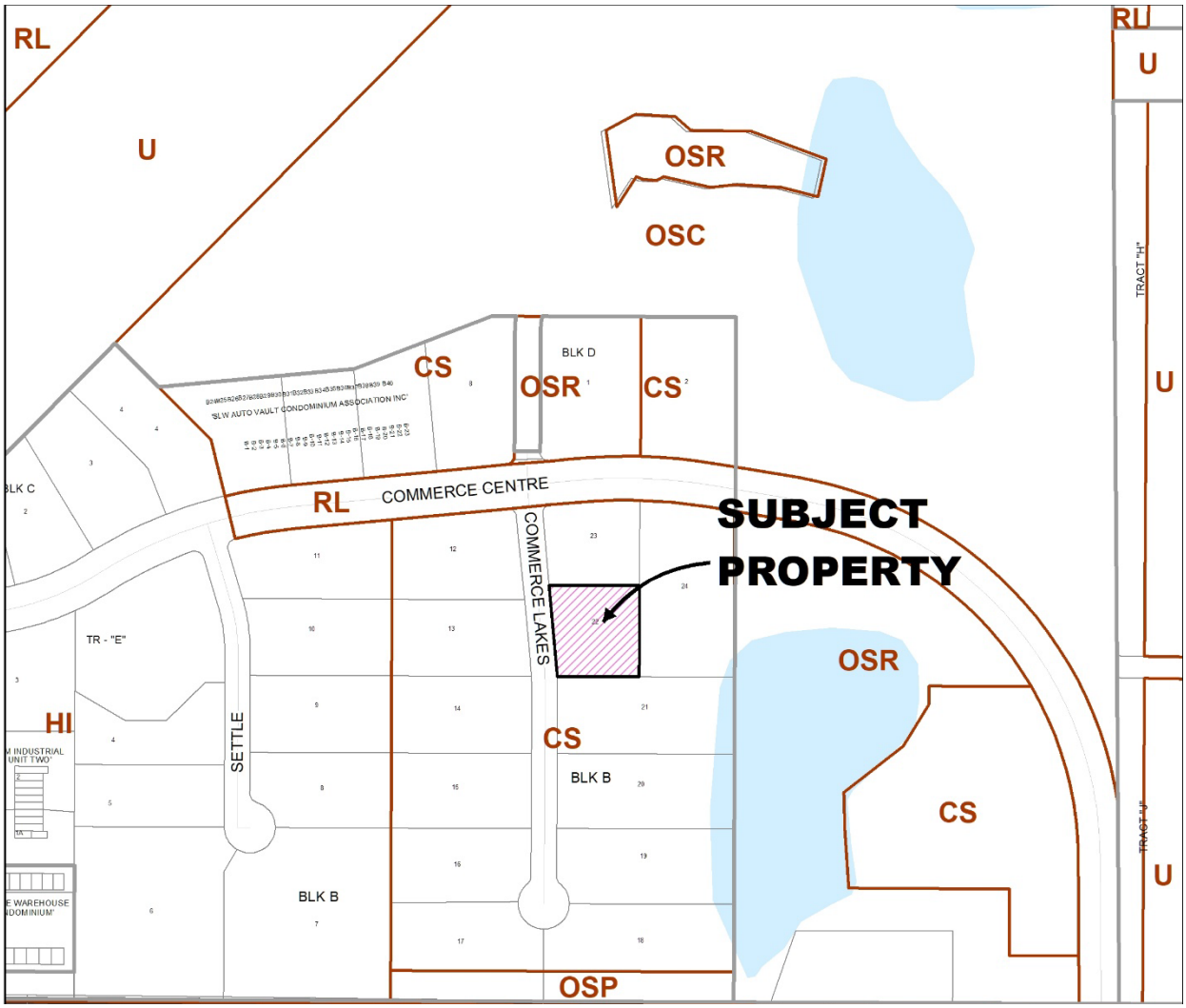
Parcel Number:	3315-703-0011-000-4
Property Size:	+/- 1.35 acres
Legal Description:	Lot 22, Block B, Unit3 of the G.O. Team Industrial Park
Future Land Use:	Service Commercial (CS)
Existing Zoning:	Industrial (IN)
Existing Use:	Warehouse/Vacant
Requested Zoning:	Service Commercial (CS)
Proposed Use:	Warehouse building

Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	CS	IN	Warehouse
South	CS	CS	Storage Yard
East	CS	CS	Vacant
West	CS	CS	Warehouse/ Vacant



Existing Zoning Map



Future Land Use Map

IMPACTS AND FINDINGS

COMPREHENSIVE PLAN REVIEW

Land Use Consistency: The proposed rezoning is consistent with Policy 1.1.4.13 of the Future Land Use Element which establishes the compatible future land use and zoning categories. The Service Commercial (CS) zoning district is listed as a compatible zoning district under the Service Commercial (CS) future land use classification.

FUTURE LAND USE CLASSIFICATION	COMPATIBLE ZONING DISTRICT(S)
CS (Service Commercial)	**CS**, GU, WI

ZONING REVIEW

Applicant's Justification Statement: Requesting the site be rezoned to make the site compatible with the future land use of Service Commercial.

Staff Analysis: The applicant's proposal to rezone the subject property complies with the direction and intent of the City of Port St. Lucie Comprehensive Plan. Please note that the applicant will be required to provide a gopher tortoise survey prior to site plan approval.

RELATED PROJECTS

P17-247-A1: A major site plan amendment for the construction of an additional 8,700 square foot warehouse building.

STAFF RECOMMENDATION

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend denial to the City Council

Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

P22-333 Fresnillo Enterprise, Inc.

TYPE	STATUS	BUILDING TYPE
R	SUBMITTED	

ASSIGNED TO

Francis Forman

ADDRESS

2165 NW Commerce Lakes Dr

SECTION	BLOCK	LOT
GoTeamIndPark	B	22, Unit 3

LEGAL DESCRIPTION

Lot 22, Block B of G.O. Team Industrial Park Unit 3, according to the plat thereof, as recorded in plat book 26, pages 2 & 2A of the public records of St. Lucie County Florida.

SITE LOCATION

2165 NW Commerce Lakes Dr

PARCEL #

3315-703-0011-000-4

CURRENT LANDUSE	PROPOSED LANDUSE	CURRENT ZONING	PROPOSED ZONING
CS		IN	CS

ACREAGE	NON-RESIDENTIAL SQ. FOOTAGE	NO. OF RESIDENTIAL UNITS
1.35		

NO. OF LOTS OR TRACTS	NO. OF SHEETS IN PLAT
0	0

UTILITY PROVIDER

RESERVE

DESCRIBE REQUEST

Current Zoning and Future Land Use of Lot 22, Block B, G.O. Team Industrial Park Unit three is IND "Industrial". Our request is to rezone to CS.

Primary Contact Email

achabob@comcast.net

AGENT/APPLICANT

FIRST NAME	LAST NAME
ABRAHAM	CHABAB

Business Name

Abraham Chabab Inc

ADDRESS

1391 NW St. Lucie West Blvd. # 411

CITY	STATE	ZIP
PORT ST LUCIE	FL	34986

EMAIL	PHONE
agchabab1@msn.com	7724756630

AUTHORIZED SIGNATORY OF CORPORATION

FIRST NAME	LAST NAME

ADDRESS

CITY	STATE	ZIP

EMAIL	PHONE

PROJECT ARCHITECT/ENGINEER

FIRST NAME	LAST NAME

Business Name

ADDRESS

CITY	STATE	ZIP

EMAIL	PHONE

PROPERTY OWNER

Business Name
Fresnillo Enterprises Inc, Jose Fresnillo

ADDRESS
3073 SW Ann Arbor RD

CITY	STATE	ZIP
PORT ST LUCIE	FL	34953

EMAIL	PHONE
agchabab1@msn.com	(772) 475-6630

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4534071 OR BOOK 4235 PAGE 1796, Recorded 02/22/2019 04:33:18 PM Doc Tax: $805.00

Prepared by and return to:
Joya Lippard
K Title Company, LLC
8301 Holley Tree Trail
Port St. Lucie, FL 34986

File Number: **PR19056**

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this **20th day of February, 2019**, between **Sequential Services LLC, a Florida limited liability company** whose post office address is **2011 SW Janette Avenue, Port St. Lucie, FL 34953**, grantor, and **Fresnillo Enterprises, Inc., a Florida corporation** whose post office address is **3073 SW Ann Arbor Road, Port St. Lucie, FL 34953** grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the **St. Lucie County, Florida**, to-wit:

Lot 22, Block B, of G.O. Team Industrial Park Unit Three, according to plat thereof, as recorded in Plat Book 26, Page 2, of the Public Records of St Lucie County, Florida.

Parcel Identification Number: 3315-703-0011-000/4

Grantor covenants that the above described property is not Grantor's homestead property nor contiguous to Grantor's homestead property.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Jose Fresnillo
Fresnillo Enterprises Inc.
3073 SW Ann Arbor RD
Port St Lucie, FL 34953
Ph: 772-807-2323
Email: josefresnillo@yahoo.com

July 21, 2022

Anne Cox, AICP, Assistant Director
Planning and Zoning Dept.
121 SW Port St. Lucie Blvd .
Port St. Lucie FL, 34984

RE : Site Plan Application for
Lot 22, Block B, of G.O. Team Ind. Park Unit Three.

Dear Ms. Cox:

This letter should inform you that Abraham Chabab is the owner's agent for the above mentioned property. Issues regarding Planning and Zoning Department and related items shall be addressed to his office which is located at the following address:

Abraham F. Chabab, P.E.
1391 NW St. Lucie West Blvd # 411
Port. St. Lucie , FL. 34986

Please be advised that the owner is requesting courtesy copies be sent to owner's address of all correspondences. Should you have any questions or require any additional information, please contact us at your convenience .

In witness whereof , I hereunto
set my hand and official seal

Notary Public — Date 7-21-22

My commission expires

CARMEN VALLE
Notary Public - State of Florida
Commission # HH 228391
My Comm. Expires Feb 14, 2026

State of Florida
County of St Lucie
The foregoing instrument was acknowledged before me by means of X Physical Presence , or ____ online notarization
this 21 day of July, 2022
by Jose Fresnillo
who has produced Driver Lic as identification.

Signature of Notary Public

FRESNILLO ENTERPRISES, INC
REZONING
P22-333

Planning & Zoning Board Hearing

January 3, 2023

Francis Forman, Planner II

Request:

The Applicant is requesting approval of the rezoning of approximately 1.35 acres from Industrial (IN) to Service Commercial (CS).

Proposed Project: A warehouse facility

General Information:

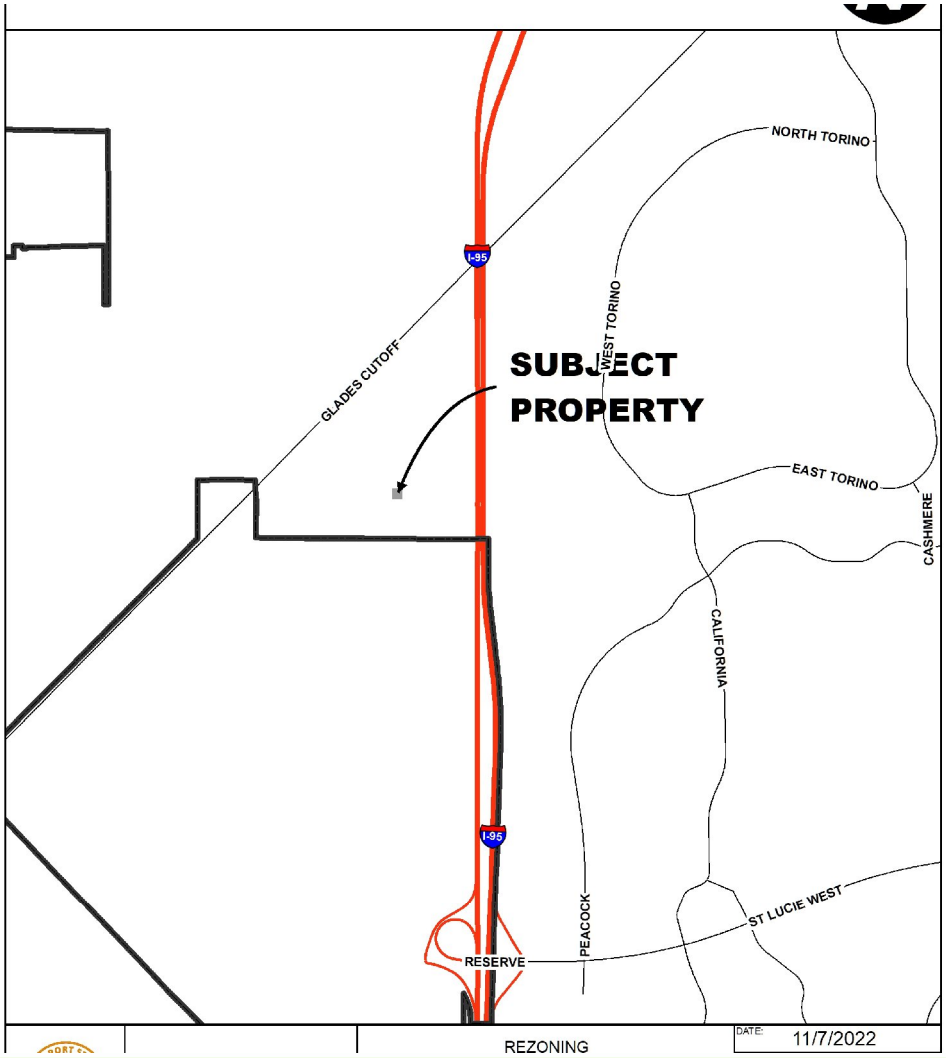
Owners – Fresnillo Enterprises, Inc.

Applicant – Abraham Chabab

Location – The property is located south of Commerce Center Drive and east of Commerce lakes Drive

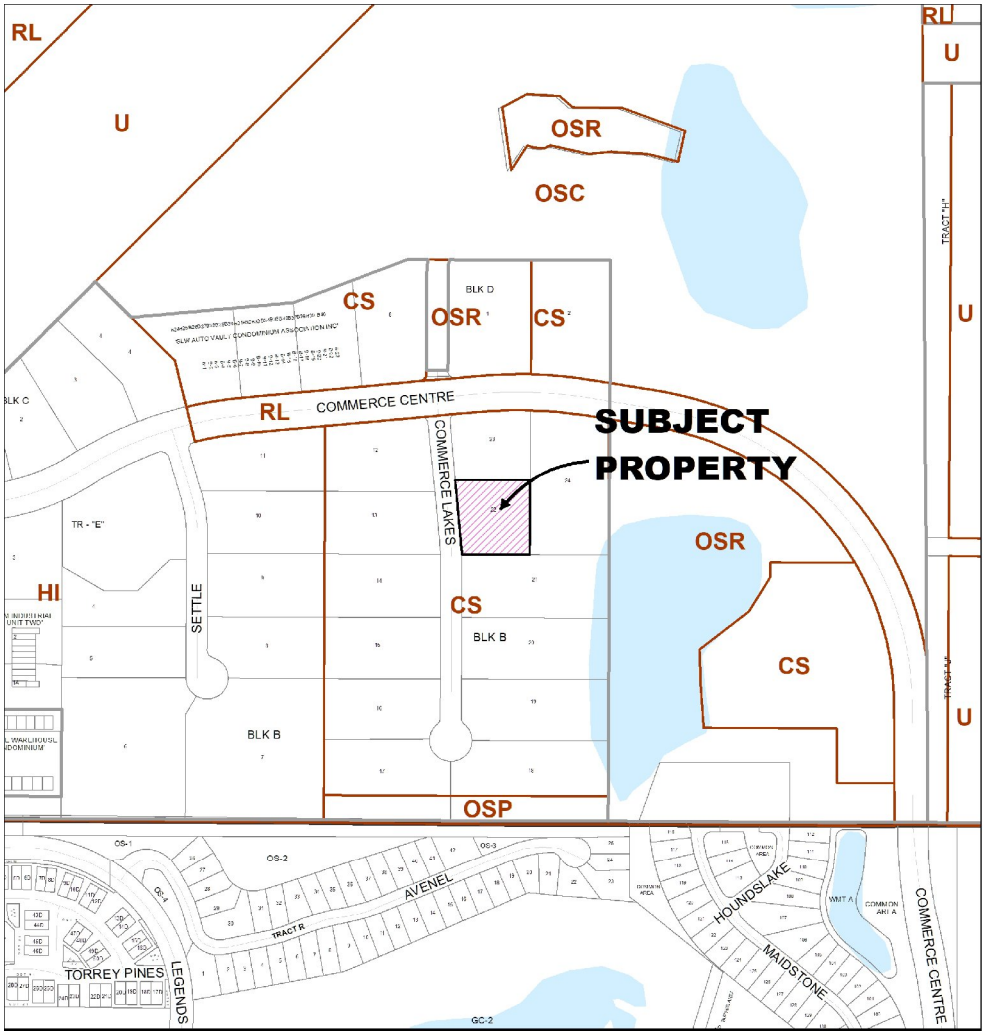
Existing Use – Warehouse and Vacant land

Location Map

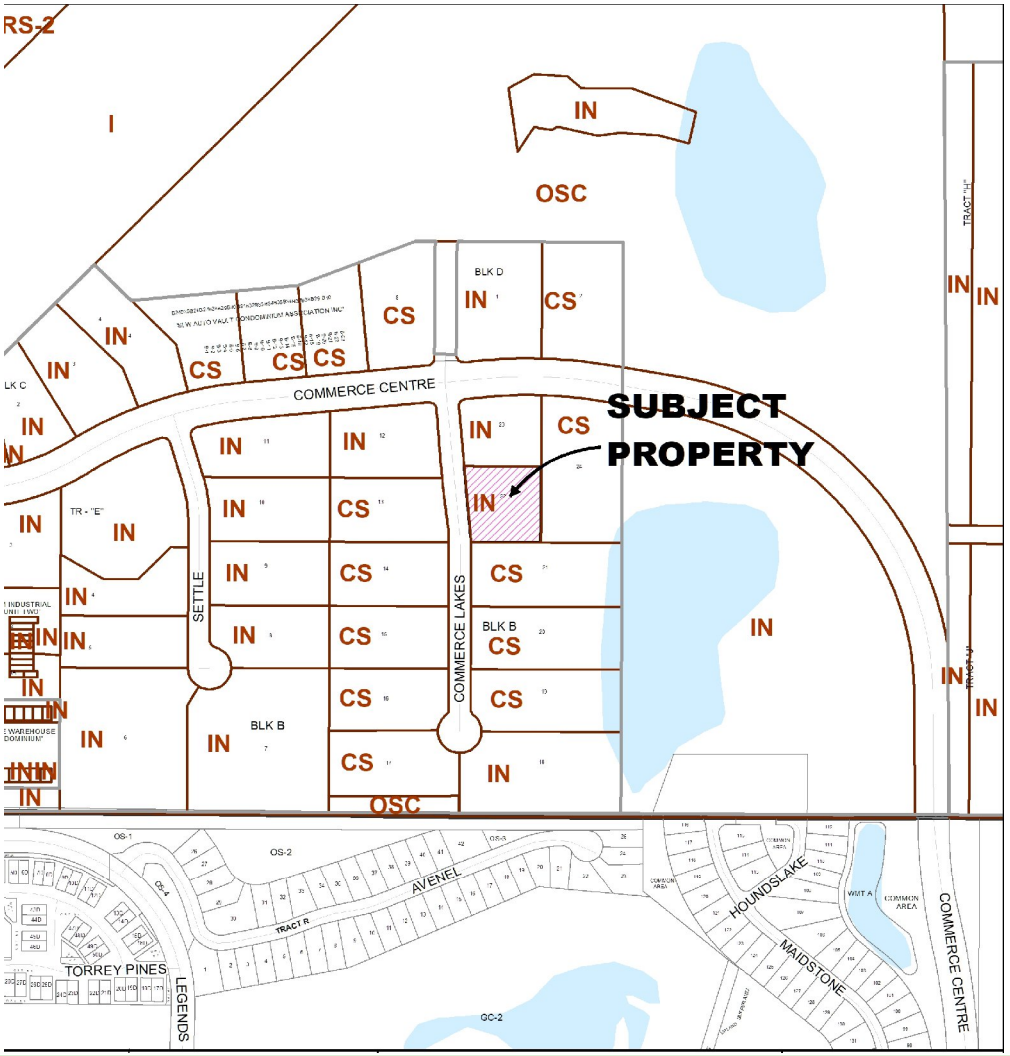


Aerial

Future Land Use



Zoning


RS-2
I
IN
OSC
BLK D
CS
COMMERCE CENTRE
SUBJECT
PROPERTY
SETTLE
COMMERCE LAKES
BLK B
OSC
OS-1
OS-2
OS-3
OS-4
AVENEL
TRACT R
HOUNDSLAKE
MAIDSTONE
COMMERCE CENTRE
TORREY PINES
LEGENDS
GC-2

Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	Service Commercial (CS)	Industrial (IN)	Warehouse building
South	Service Commercial (CS)	Service Commercial (CS)	Storage Yard
East	Service Commercial (CS)	Service Commercial (CS)	Vacant Land
West	Service Commercial (CS)	Service Commercial (CS)	Warehouse/Vacant

Policy 1.1.4.13 Future Land Use Element

Future Land Use Classification	Compatible Zoning District
CS (Service Commercial)	CS (Service Commercial), GU (General Use), WI (Warehouse Industrial)

Justification

- The proposed rezoning is consistent with Policy 1.1.4.13 of the Future Land Use Element of the Comprehensive Plan which establishes the compatible future land use and zoning categories.

- The Service Commercial (CS) zoning district is listed as a compatible zoning district under the Service Commercial (CS) future land use classification.

RECOMMENDATION

- Staff recommends that the Planning and Zoning Board recommend approval to the City Council.

Agenda Summary

2023-013

Agenda Date: 1/3/2023 **Agenda Item No.:** 8.f

Placement: Public Hearing - Quasi Judicial

Action Requested: Motion / Vote

P22-341 3771 SE Jennings Road - Rezoning

Location: The property is located at 3771 SE Jennings Road, on the south side of SE Jennings Road and west of SE Lennard Road.
Legal Description: A portion of Lot 2, Block 1, St. Lucie Gardens Plat 1
This is a request to rezone 3.05 acres of land currently zoned General Use (GU) to the Service Commercial (CS) zoning district.

Submitted By: Bethany Grubbs, Planner III

Executive Summary: The applicant is requesting approval for the rezoning of a 3.05-acre parcel from GU (General Use) to CS (Service Commercial). The applicant is requesting a change in zoning to allow an enclosed assembly use.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Board recommend approval of the request to rezone 3.05 acres of property from GU (General Use) to CS (Service Commercial).

Alternate Recommendation:

1. Move that the Board recommend denial of the rezoning request.

Background: See attached staff report.

Issues/Analysis: See attached staff report.

Special Consideration: See attached staff report.

Location of Project: The property is located at 3771 SE Jennings Road, on the south side of SE Jennings Road and west of SE Lennard Road.

Attachments:

1. Staff Report
2. Application
3. Warranty Deed
4. Owner's Authorization

5. Staff Presentation

3771 SE Jennings Road
Rezoning
P22-341

Project Location Map

SUMMARY

Applicant's Request:	A request to rezone 3.05 acres of land currently zoned General Use (GU) to the Service Commercial (CS) zoning district.
Applicant:	Vlada Peterka, Redtail Design Group, Inc.
Property Owner:	Crb of Florida, Inc.
Location:	The subject property is located
Address:	3771 SE Jennings Road
Project Planner:	Bethany L. Grubbs, Planner III

Project Description

The applicant is requesting approval for the rezoning of a 3.05-acre parcel from GU (General Use) to CS (Service Commercial). The subject property is located at 3771 SE Jennings Road, on the south side of SE Jennings Road, west of SE Lennard Road, and east of S US Highway 1. The applicant is requesting a change in zoning to allow an enclosed assembly use within the existing 5,022 -square foot building, which was constructed in 1988 for a radio station. No additional development is proposed.

The property owner has an existing land lease with a leaseholder for the 275' wireless communications tower, which will remain on the property. The proposed CS (Service Commercial) zoning district allows for tower heights up to 300 feet; therefore, the 275' guyed tower complies with the height limits of the CS (Service Commercial) zoning district.

The property has a concurrent future land use map amendment application to change the designation from U (Utility) to CS (Service Commercial).

Previous Actions and Prior Reviews

The site is developed with an existing 275' guyed tower and associated equipment. With the special exception use application, City Council approved a distance separation waiver allowing the tower to be constructed 401 feet from an existing tower, which is under the 2,000-foot requirement.

Public Notice Requirements

Notice of the rezoning was mailed to property owners within a maximum of 750 feet of the subject property on December 21, 2022.

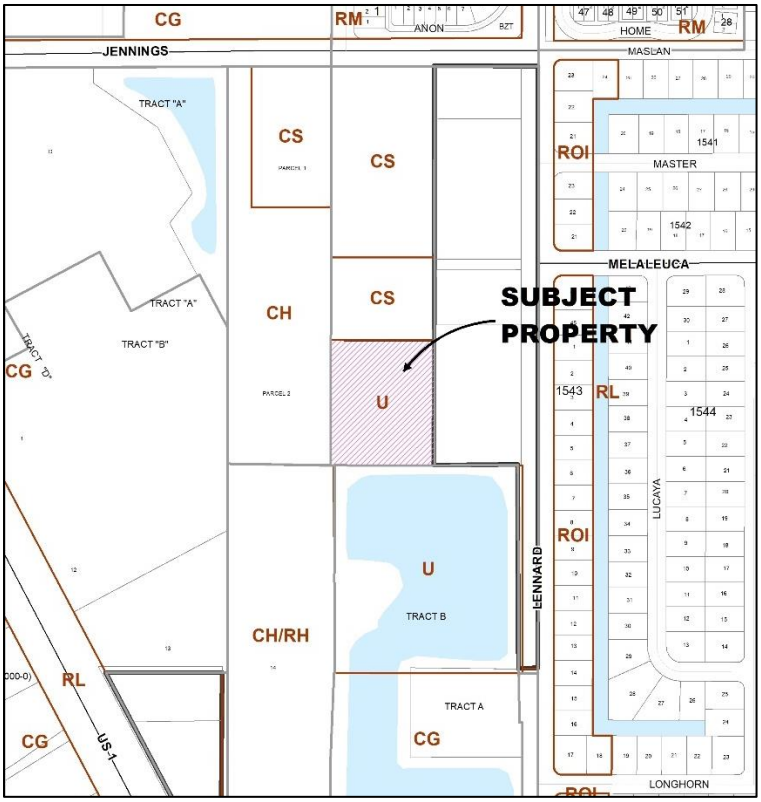
Location and Site Information

Parcel Number:	3414-501-4701-400-4
Property Size:	3.05 acres
Legal Description:	A portion of Lot 2, Block 1, of St. Lucie Gardens Plat 1
Existing Future Land Use:	U (Utility)
Proposed Future Land Use:	CS (Service Commercial)
Existing Zoning:	GU (General Use)
Existing Use:	Developed with an existing 5,022-square-foot office building and a telecommunications tower
Requested Zoning:	CS (Service Commercial)
Proposed Use:	Enclosed assembly area. The existing 275' guyed wireless communication tower will remain.

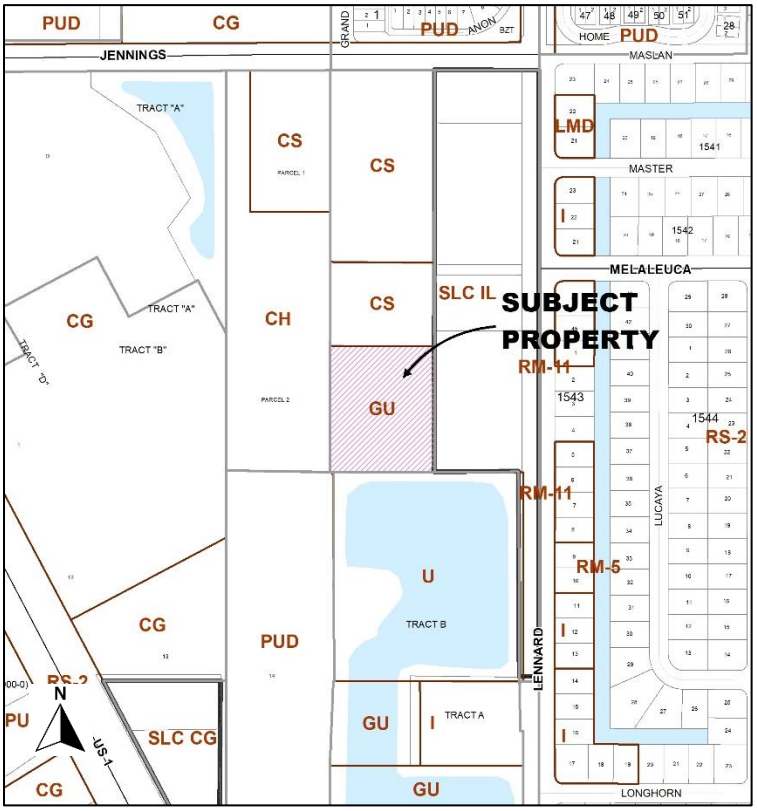
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	CS	CS	Telecommunications Tower
South	U	U	Vacant – City-owned
East	IND, St. Lucie County	IL, St. Lucie County	Industrial Park
West	CH	CH	Self-Storage and RV Resort

CS – Service Commercial, U – Utility, IND – Industrial (SLC), IL – Industrial Light (SLC), CH – Highway Commercial)



Land Use Map



Zoning Map

IMPACTS AND FINDINGS

COMPREHENSIVE PLAN REVIEW

Land Use Consistency: The proposed rezoning is consistent with Policy 1.1.4.13 of the Future Land Use Element. Policy 1.1.4.13 establishes the compatible future land use and zoning categories. The Service Commercial (CS) zoning district is listed as a compatible zoning district under the CS (Service Commercial) future land use classification as shown in the following table:

FUTURE LAND USE CLASSIFICATION	COMPATIBLE ZONING DISTRICT(S)
CS (Service Commercial)	**CS**, GU, WI

Applicant's Justification Statement: The requested rezoning of the subject property has requested the change in zoning to allow a Caribbean American Cultural Club, a local non-profit social club, to utilize the existing 5,022-square-foot building for club meetings and activities.

Staff Analysis: The rezoning complies with the direction and intent of the City of Port St. Lucie Comprehensive Plan. The CS (Service Commercial) Zoning District is compatible with the CS (Service Commercial) future land use classification per Policy 1.1.4.13 of the Future Land Use Element of the Comprehensive Plan.

RELATED PROJECTS

P22-335 The applicant has submitted a concurrent future land use amendment from U (Utility to CS (Service Commercial).

P00-44 On March 8, 2000, a site plan amendment was approved to add a 200 (10' x 20') square foot equipment structure and collocate antennas on an existing 275' guyed tower.

P97-259 On July 22, 1998, a site plan was approved for a 275' guyed tower.

P97-258 On March 23, 1998, City Council approved a special exception use for a 275' wireless communication tower and antenna in the GU zoning district.

STAFF RECOMMENDATION

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend denial to the City Council

Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5213

FOR OFFICE USE ONLY

Planning Dept._____
Fee (Nonrefundable)$_____
Receipt #_____

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board Meeting. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of recorded deed. If the application includes more than one (1) lot, our Legal Department will contact you regarding execution of the required Unity of Title. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: Todm@redtaildg.com

PROPERTY OWNER:

Name: Crb Of Florida Inc

Address: AP Dept #158, 20880 Stone Oak Pkwy, San Antonio, TX 78258

Telephone No.: _____ Email bloomfieldd@bellsouth.net

AGENT OF OWNER (if any)

Name: Tod Mowery, AICP

Address: 100 S. 2nd Street, Fort Pierce, FL 34950

Telephone No.: 772-742-1555 Email Todm@redtaildg.com

PROPERTY INFORMATION

Legal Description: ST LUCIE GARDENS 12 37 40 BLK 1 S 400 FT OF W 1/2 OF LOT 2 (3.05AC) (MAP 44/12N) (OR 551-2926)
(Include Plat Book and Page)

Parcel I.D. Number: 3414-501-4701-400-4

Current Zoning: GU, General Use

Proposed Zoning: I, Iistitutional

Future Land Use Designation: U, Utilities Acreage of Property: 3.05 +/-

Reason for Rezoning Request: To change the property to a more appropriate zoning classification compared to the use of the property. This will allow the property to be used for institutional purposes

*Signature of Owner	Tod Mowery Hand Print Name	10-5-2022 Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

02/26/20

FPR-005

839213

10.50

WARRANTY DEED

THIS WARRANTY DEED, made and executed as of the 30th day of June, 1987, by FRED L. NETTERE, hereinafter called the "Grantor", to CRB OF FLORIDA, INC., a Delaware corporation, whose post office address is c/o Mr. Edward G. Rogoff, 630 Fifth Avenue, Room 2930, New York, New York 10111, hereinafter called the "Grantee":

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument, and the heirs, legal representatives and assigns of any individual(s), and the successors and assigns of any corporation(s).)

550.00

4/14/05 Scan then file in deedbook
Ft. Pierce Studios, WAVW-FM Tower
3771 S.E. Jennings Rd
Port St. Lucie, FL

Marked - Ft. Pierce, FL

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in St. Lucie County, Florida, to-wit:

The South 400 feet of the West 1/2 of Lot 2, Block 1, of ST. LUCIE GARDENS, PLAT 1, according to the plat thereof, recorded in Plat Book 1, Page 35 of the Public Records of St. Lucie County, Florida, Section 12, Township 37 South, Range 40 East.

The property being conveyed hereunder is not the homestead of the Grantor. The home address of the Grantor is 1357 Northeast Boulevard, Apartment 307, Stuart, Florida 33494.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

SUBJECT to conditions, limitations, restrictions, reservations, leases, easements, and rights-of-way of record, if any, provided, however, that nothing contained herein shall operate to reimpose any of the foregoing; taxes for the year 1987, and subsequent years; and applicable zoning ordinances.

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

This Instrument Prepared by
and Return to:

Domenick R. Esquire
Shutts & Bowen
Forum III, Suite 700
1675 Palm Beach Lakes Boulevard
West Palm Beach, Florida 33401

550.00

Book 551 PAGE 2926

And the Grantor hereby covenants with the said Grantee that it is lawfully seised of the said premises in fee simple; that it has good right and lawful authority to sell and convey the same; that it hereby fully warrants the title to the said premises and will defend the same against the lawful claims of all persons whomsoever; and that said premises are free of all encumbrances except those to which this deed is made subject as noted above.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in his name, the day and year first above written.

Signed, sealed and delivered
in the presence of:

FRED L. NETTERE

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared FRED L. NETTERE, and he acknowledged executing the same in the presence of two subscribing witnesses freely and volumtarily.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of June, 1987.

Notary Public
State of Florida at Large

My Commission Expires:

839213

'87 JUL 31 P3:17

FILED AND RECORDED
DOUGLAS ... CLERK
ST. LUCIE COUNTY, FL.

OFFICIAL SEAL
Judith L. Quinn
Notary Public State of Florida
My Commission Expires
May 8, 1988

WCMS1556/ds(5)

Crb Of Florida Inc
AP Dept #158
20880 Stone Oak Parkway
San Antonio, TX 78258

OWNER CONSENT FORM

Project Name: Caribbean American Club

Parcel ID: 3414-501-4701-400-4 Address: 3771 SE Jennings Road

BEFORE ME THIS DAY PERSONALLY APPEARED DaWn Bloomfield,
WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Redtail DG, Inc. to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent us at all meetings and public hearings pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed plat, site plan, construction plans, and other related development items for this parcel.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 30th day of Sept, 2022, by DaWn Bloomfield (Name of Person Acknowledging) who is personally known to me or who has produced Personally Known (type of identification) as identification and who did (did not) take an oath.

Notary Signature

Ruth Leonard
Printed Name of Notary

RUTH T LEONARD
Notary Public, State of Florida
Commission# HH 258178
My comm. expires Oct. 29, 2024
(Notary Seal)

10/29/2024
My commission expires

Owner's Signature On behalf

CARIBBEAN AMERICAN CLUB
Owner's Name

3771 SE JENNINGS ROAD.
Street Address

PORT ST LUCIE FL 34952.
City, State, Zip

9546369067 bloomfieldd@bellsouth.net
Telephone / Email

3771 SE Jennings Road Rezoning P22-335

Planning & Zoning Board Meeting

January 3, 2023

Bethany Grubbs

Planner III

Request:

- The applicant is requesting approval for the rezoning of a 3.05-acre parcel from GU (General Use) to CS (Service Commercial).
- The property has a concurrent future land use map amendment application to change the designation from U (Utility) to CS (Service Commercial).

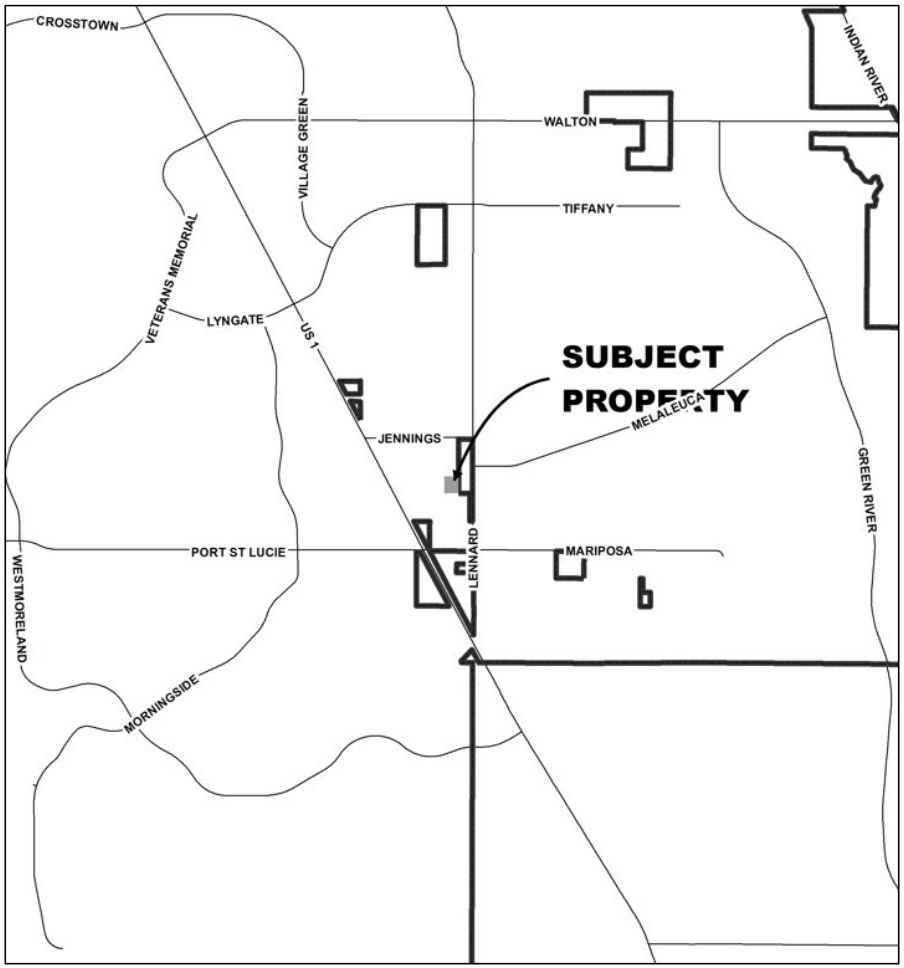
Purpose:

- The applicant is requesting a change in zoning to allow an enclosed assembly use.

General Information:

Property Owner/Applicant – Crb of Florida, Inc.
Agent – Vlada Peterka, redtail Design Group, Inc.
Location – 3771 SE Jennings Road
Existing Use – 5,022 square foot building and a 275’ guyed tower

Location Map



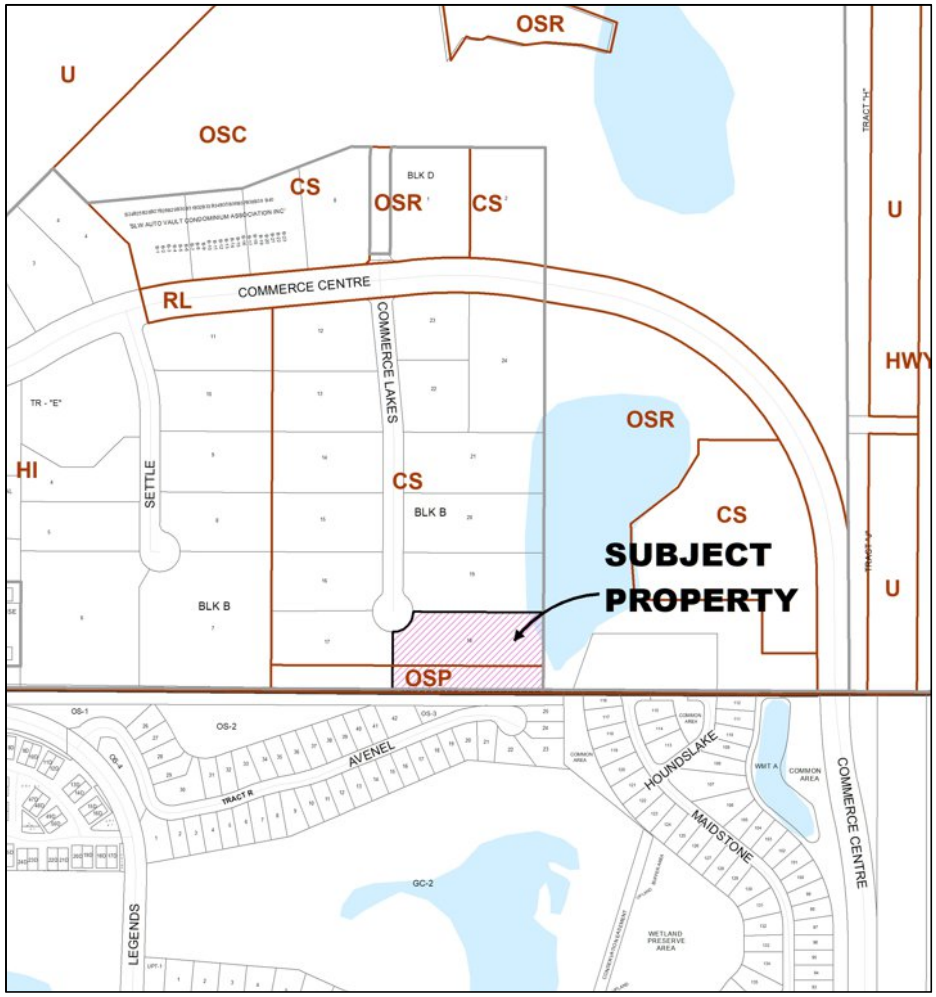
Aerial

JENNINGS
GRAND
ANON
SUBJECT
PROPERTY
LENNARD
LUCAYA
US-1
LONGHORN

Future Land Use

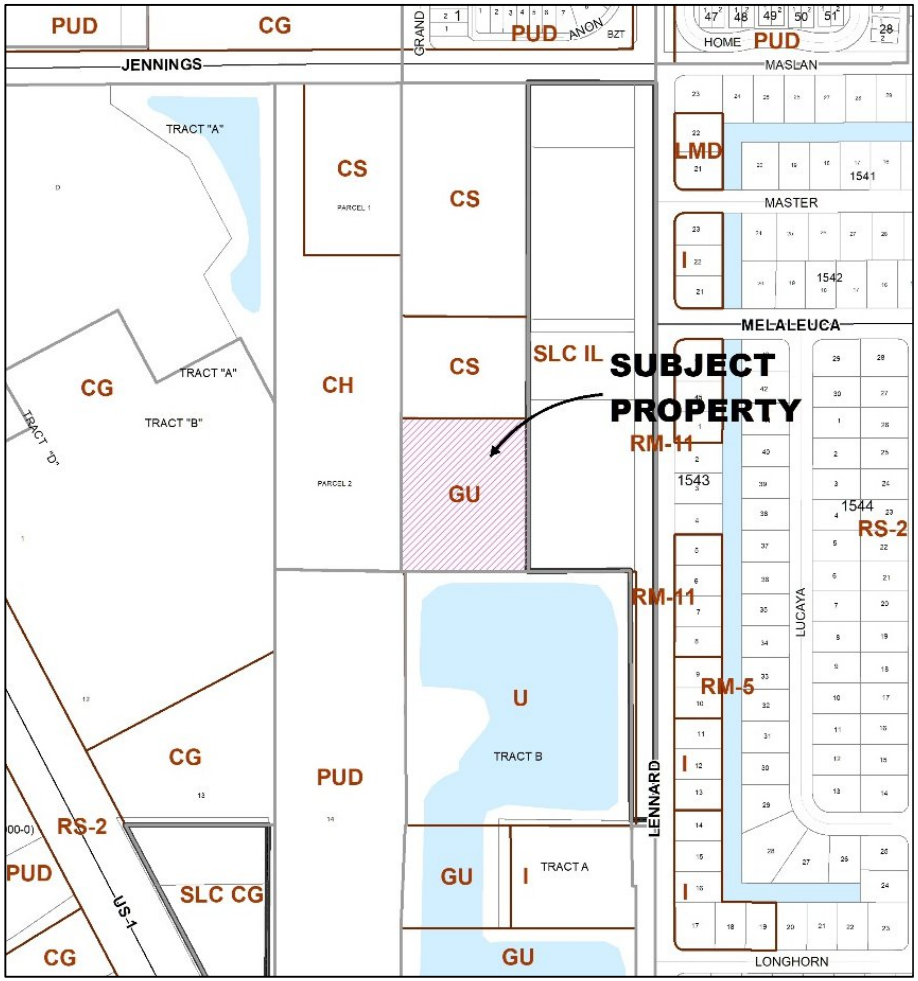
CS (Service Commercial – *Proposed*)

U (Utility – *Existing*)



Existing Zoning

GU (General Use)



Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	CS	CS	Telecommunications Tower
South	U	U	Vacant – City-owned
East	IND, St. Lucie County	IL, St. Lucie County	Industrial Park
West	CH	CH	Self-Storage and RV Resort

Policy 1.1.4.13 Future Land Use Element

Future Land Use Classification	Compatible Zoning District
*CS (Service Commercial)	CS, GU, WI

*Upon approval of a concurrent land use amendment

Justification

- The proposed rezoning is consistent with Policy 1.1.4.13 of the Future Land Use Element of the Comprehensive Plan which establishes the compatible future land use and zoning categories.

- The proposed CS (Service Commercial) zoning district is listed as a compatible zoning district under the CS (Service Commercial) future land use classification.

Planning & Zoning Staff Recommendation

- The Planning & Zoning Department staff recommends approval of the rezoning request.

Agenda Summary

2023-008

Agenda Date: 1/3/2023 **Agenda Item No.:** 8.g

Placement: Public Hearing - Quasi Judicial

Action Requested: Motion / Vote

P22-345 City of Port St. Lucie - Public Works Facility - Landscape Modification

Location: The property is located at 430 and 450 SW Thornhill Avenue, on the southwest corner of Bayshore Boulevard and Thornhill Avenue.
Legal Description: A portion of Tract "O"and Tract "P and a portion of the drainage R-O-W Tract of Port St. Lucie Section 18.
This is a request to provide landscaping in lieu of an architectural buffer wall on the east side of the property as per Section 154.12 of the Landscape and Clearing Code.

Submitted By: Stephen Mayer, Planner III

Executive Summary: The City of Port St. Lucie, owner, through an application from Octavio Reis of Bowman Consulting, acting as agent, has requested to provide landscaping in lieu of an architectural buffer wall on the east side of the property as per Section 154.12 of the Landscape and Land Clearing Code. A wall is required in a landscape buffer strip where residential uses abut the property to the side or rear per Section 154.03(C)5 of the Landscape and Land Clearing Code. A wider buffer and additional landscaping are proposed to be provided in lieu of a wall.

Presentation Information: Staff will make a brief presentation.

Background: Please see staff report.

Issues/Analysis: Please see staff report.

Special Consideration: N/A

Location of Project: The property is located at 430 and 450 SW Thornhill Avenue, the existing Public Works Facility on the southwest corner of Bayshore Boulevard and Thornhill Avenue.

Attachments: 1. Staff Report; 2. Proposed Landscape Plan; 3. Landscape Rendering; 4. Proposed Site Plan; 5. Cover Letter; 6. Application 7. Deed - 430 SW Thornhill; 8. 450 SW Thornhill; 9. Staff Presentation

The City of Port St. Lucie Public Works Facility
Landscape Modification
Project Number: P22-345

Project Aerial Map

SUMMARY

Applicant's Request:	To waive the requirement for an architectural buffer wall on the east side of the property along Bayshore Boulevard.
Applicant:	Octavio Reis of Bowman Consulting
Property Owner:	City of Port St. Lucie
Location:	430 and 450 SW Thornhill Avenue on the outhwest corner of Bayshore Boulevard and Thornhill Avenue.
Application Type: (Identify if quasi-judicial)	Landscape Modification, Quasi-Judicial
Project Planner:	Stephen Mayer, Planner III

Project Description

The applicant is requesting a waiver to the architectural buffer wall requirement as per Section 154.12 of the Landscape and Land Clearing Code. The proposed development abuts residential property along the east side of the property. A wall is required in a landscape buffer strip where residential uses abut the property to the side or rear per Section 154.03(C)5 of the Landscape and Land Clearing Code. The subject property, approximately 8.37 acres in size. The applicant (the City of Port St. Lucie) is proposing a landscape modification to forego a 6-foot-high masonry wall within the 15-foot-wide landscape buffer required along the east side of the site. The applicant proposes the use of landscaping in lieu of the wall requirement.

Related Projects

A site plan approval is pending review. The site plan is proposed to have three (3) distinct phases. The first phase will be the construction of a new administration building with altered parking and retention area. The second phase, triggered by the demolition of the existing warehouse buildings abutting Bayshore Boulevard, will be replaced with two retention areas and a lake. Phase Three will continue to develop the buffer along the eastern property line and complete the landscape buffer along the eastern side of the property.

Review Criteria

An application for a landscape modification is reviewed for consistency with Article I of the Landscape and Land Clearing Code, Section 154.12. Pursuant to Section 154.12(F)1, the exemption or modification to landscape buffer wall requirement is exempted from City Council review.

Review by Planning and Zoning Board: Requests to substitute landscaping for an architectural wall that is a required feature of a landscape buffer strip shall be considered by the Planning and Zoning Board at a public hearing. The procedures outlined in section 154.12(B)-(E) shall be utilized for such hearings. Final action on the application (approval or denial) is in the form of an Order of the Planning and Zoning Board following a quasi-judicial public hearing.

Public Notice Requirements (Section 154.12 (D))

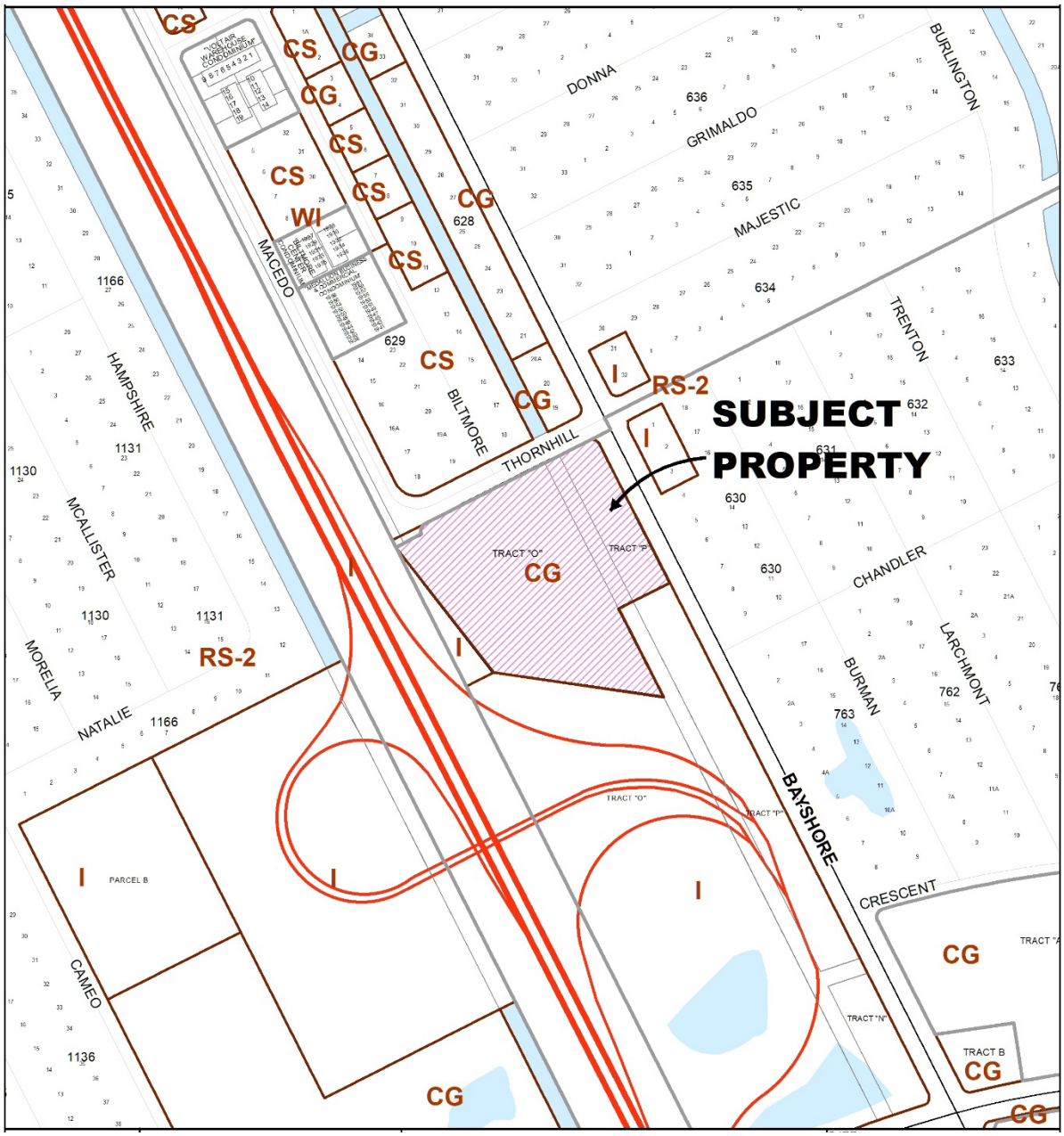
Public notice was mailed to owners within 750 feet and the file was included in the ad for the Planning & Zoning Board's agenda.

Location and Site Information

Parcel Number:	3420-585-0013-000-1; 3420-585-0014-000-8; and 3420-585-3297-000-6
Property Size:	8.37 acres
Legal Description:	A portion of Tract "O" and Tract "P", and a portion of a drainage R-O-W Tract, Port St. Lucie Section 18.
Address:	430 and 450 Thornhill Avenue
Future Land Use:	Commercial General (CG)/ Commercial Highway (CH) – Concurrent land use change to Utility (U)
Existing Zoning:	Commercial General (CG) – Concurrent rezoning to Utility (U)
Existing Use:	Public Works Facility

Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	LI/CS and CG	CS/CG	Industrial
South	I	I	Florida's Turnpike
East	RL	RS-2 and I	Industrial and Single Family Residential
West	I	I	Florida's Turnpike


SUBJECT PROPERTY
CS
CG
WI
RS-2
I
TRACT "O"
TRACT "P"
PARCEL B
DONNA
GRIMALDO
MAJESTIC
TRENTON
BURLINGTON
MACEDO
HAMPSHIRE
MCALLISTER
MORELIA
NATALIE
BILTMORE
THORNHILL
CHANDLER
BURMAN
LARCHMONT
BAYSHORE
CRESCENT
CAMEO
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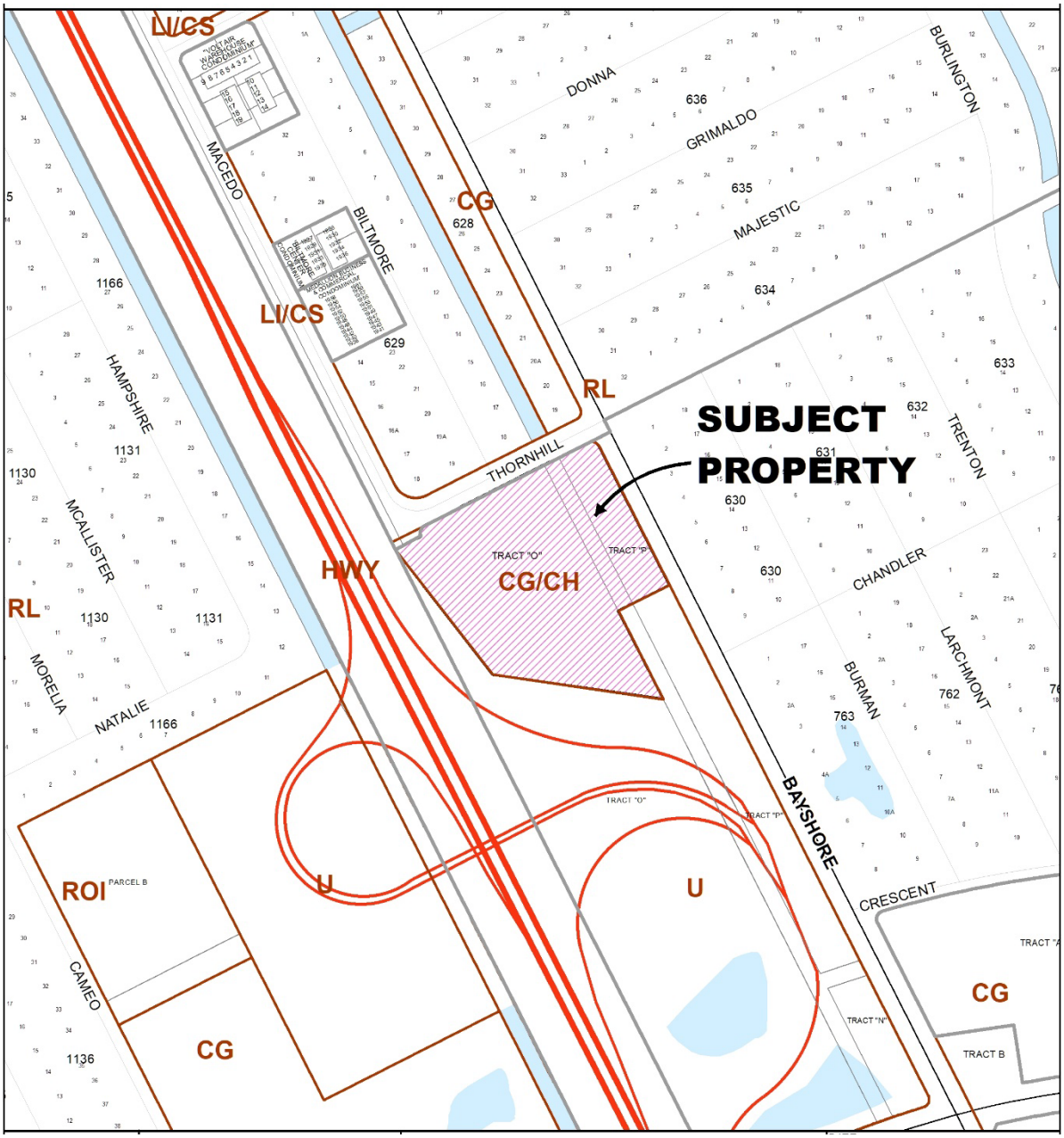
Zoning Map



Project Land Use Map

IMPACTS AND FINDINGS

Section 154.12 (B) of the Landscape and Land Clearing Code establishes the duties of the Planning and Zoning Board in authorizing a landscape modification. The Planning and Zoning Board may authorize a landscape modification from the provisions of the Landscape and Land Clearing Code. Requests for landscape exemption or modification to landscape buffer wall requirements will be based on review of detailed plans identifying the size, quantity, and location of the vegetation to be preserved and installed along the proposed site's boundaries, the use(s) proposed for the property seeking the modification or exemption, and the proposed and existing uses surrounding uses. The Planning and Zoning Board should consider the criteria listed under Section 154.12 (B) of the Landscape and Clearing Code. The applicant's response to this criterion is attached to the application. Staff's review is provided below:

Compatibility with exemption or modification to landscape buffer wall criteria Section 154.12 (B).

1) The total area dedicated to a buffer will be greater than what the code would impose without the modification.

    - *Staff Findings: The total area dedicated to a buffer will be greater than what the code imposes. The City's Landscape Code requires a 20-footwide buffer. With the redevelopment of the site, the buffer along Bayshore Boulevard will vary from 135 feet wide to 221 feet wide.*

2) Outside activities and hours of operation for the proposed use(s).

    - *Staff Findings: There will be no outdoor activities. The hours of operation will be Monday through Friday during City business hours.*

3) Natural and man-made features of uses that provide distance and separation from those existing uses to be buffered.

    - *Staff Findings: Natural and manmade features that provide separation from the neighboring uses are the existing fence and landscaping, which will remain in Phase 1, and the addition of the retention ponds with a fence and enhanced landscaping on the west side of the retention ponds for Phase 2.*

4) Other factors that may be important to a decision.

    - *Staff Findings: Staff emphasizes the proposed site plan will be in three phases, with the landscaping in lieu of the architectural wall consisting of the second phase and completed in the third phase, along with the demolition of existing buildings along the eastern side. Staff stresses the importance of maintaining the appropriate site landscaping, which includes extensive water features and art to screen the project from neighboring uses, which can only occur after the existing buildings are demolished. The building of the new administration building consists of the first phase of development. All hedges shall be maintained at 6ft. and trees and plant materials planted and irrigated.*

PLANNING AND ZONING BOARD ACTION OPTIONS

The Board may choose to approve, deny or table the proposed landscape modification. If the Board finds that the application is consistent with the criteria as listed in Section 154.12 (B) of the City code (listed above), then the Board may:

- Motion to approve
- Motion to approve with conditions

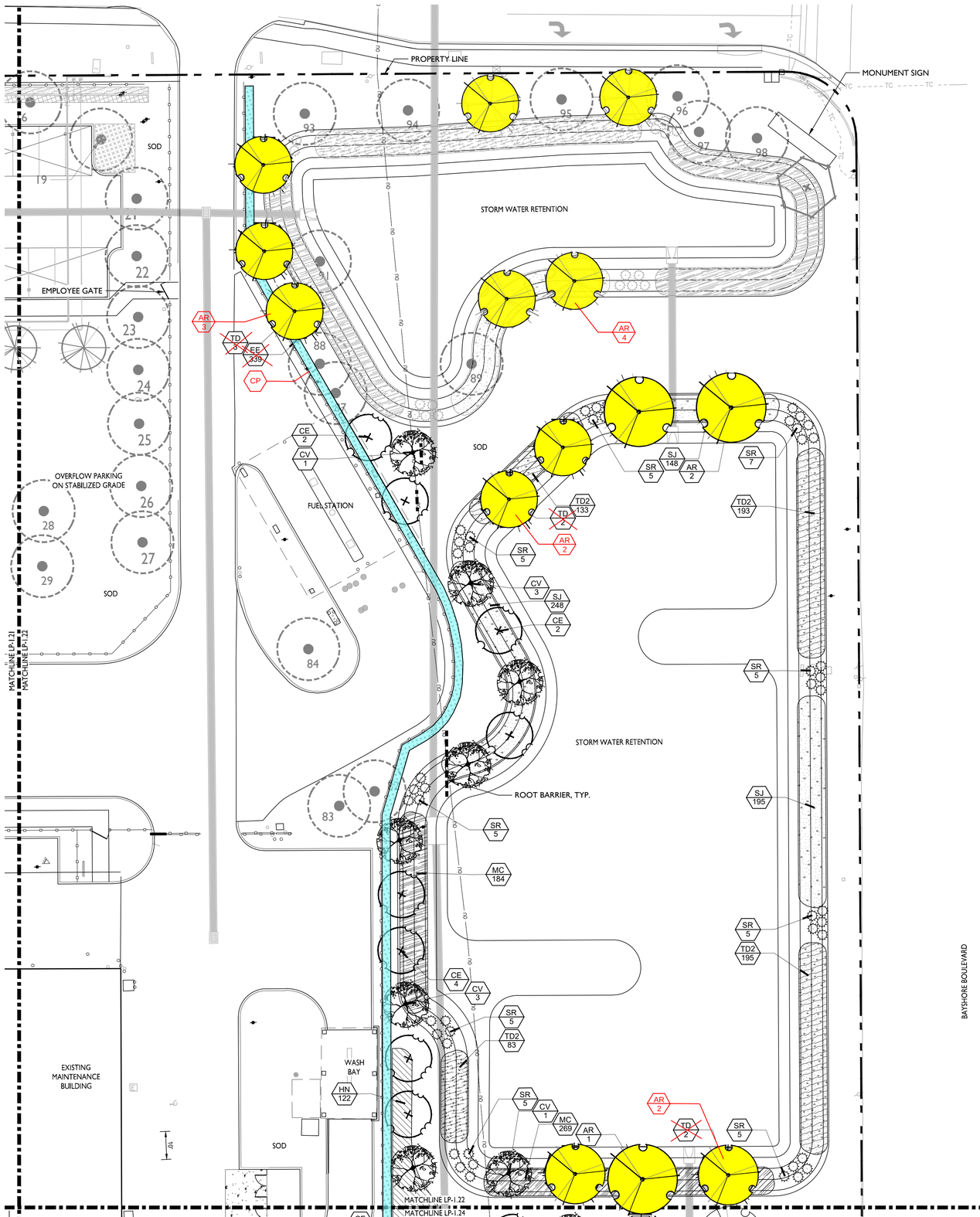
If the Board finds that the landscape modification application is inconsistent with the criteria as listed in Section 154.12 (B) of the City code, then the Board may:

- Motion to deny

Should the Board need further clarification or information from either the applicant and/or staff, the Board may:

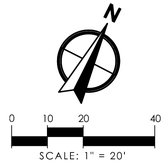
- Motion to table or continue the hearing or review to a future meeting

(NOTE TO APPLICANTS: Any request that is denied by the Planning and Zoning Board may be appealed to the Board of Zoning Appeals. Appeal applications are made through the City Clerk's office and must be submitted within 15 days after the Planning and Zoning Board hearing).



PHASE 2 - LANDSCAPE PLAN

1" = 20'



LEGEND

PRESERVED TREE/ PALM

ROOT BARRIER

PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	REMARKS
	AR	~~8~~ 19	Red Maple	Acer rubrum	14` HT. X 5` SPRD. MIN., 2" CAL
	BA	2	Verawood	Bulnesia arborea	14` HT. X 5` SPRD. MIN., 2" CAL
	BS	15	Gumbo Limbo	Bursera simaruba	14` HT. X 5` SPRD. MIN., 2.5" CAL
	CV	10	Weeping Bottlebrush	Callistemon viminalis	
	CD	6	Pigeon Plum	Coccoloba diversifolia	14` HT. X 5` SPRD. MIN., 2.5" CAL
	CE	21	Buttonwood	Conocarpus erectus	14` HT. X 5` SPRD. MIN., 2.5" CAL
	QV	5	Southern Live Oak	Quercus virginiana	14` HT MIN., 5` SPRD MIN., 3" CAL.
	TD	~~16~~ 0	Bald Cypress	Taxodium distichum	14` HT. X 5` SPRD. MIN., 3" CAL

SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	REMARKS
	SR	62	Saw Palmetto	Serenoa repens	36" HT X 36" SPRD

SHRUB AREAS	CODE	QTY	COMMON NAME	BOTANICAL NAME	REMARKS
	CC	81	Jamaica Caper	Capparis cynophallophora	36" HT X 24" SPRD @24" O.C.
	CR	718	Red Tip Cocoplum	Chrysobalanus icaco 'Red Tip'	36" HT x 24" SPRD @ 24" O.C
	EE	~~1044~~	Elliot's Love Grass	Eragrostis elliottii	24" HT x 24" SPRD @ 24" O.C.
	HN	368	Dwarf Firebush	Hamelia nodosa	24" HT. X 24" SPRD. @ 24" O.C.
	MC	453	Pink Muhly Grass	Muhlenbergia capillaris	24" HT X 24" SPRD @ 24" O.C.
	SJ	681	Blue Porterweed	Stachytarpheta jamaicensis	36" HT x 24" SPRD @ 24" O.C
	TD2	1,142	Dwarf Fakahatchee	Tripsacum floridana	36" HT x 24" SPRD @ 24" O.C
	CP		COCOPLUM HEDGE		TO BE MAINTAINED @ 6' TALL

GROUND COVERS	CODE	QTY	COMMON NAME	BOTANICAL NAME	REMARKS
	MS	2,403	Sunshine Mimosa	Mimosa strigillosa	6" HT, 8" SPRD, FULL, LOW BRANCHED, BLOOMING @ 12" O.C.

NOT FOR CONSTRUCTION

NO.	REVISION	DATE
REV 1	12/27/2022	

CONSULTANT:

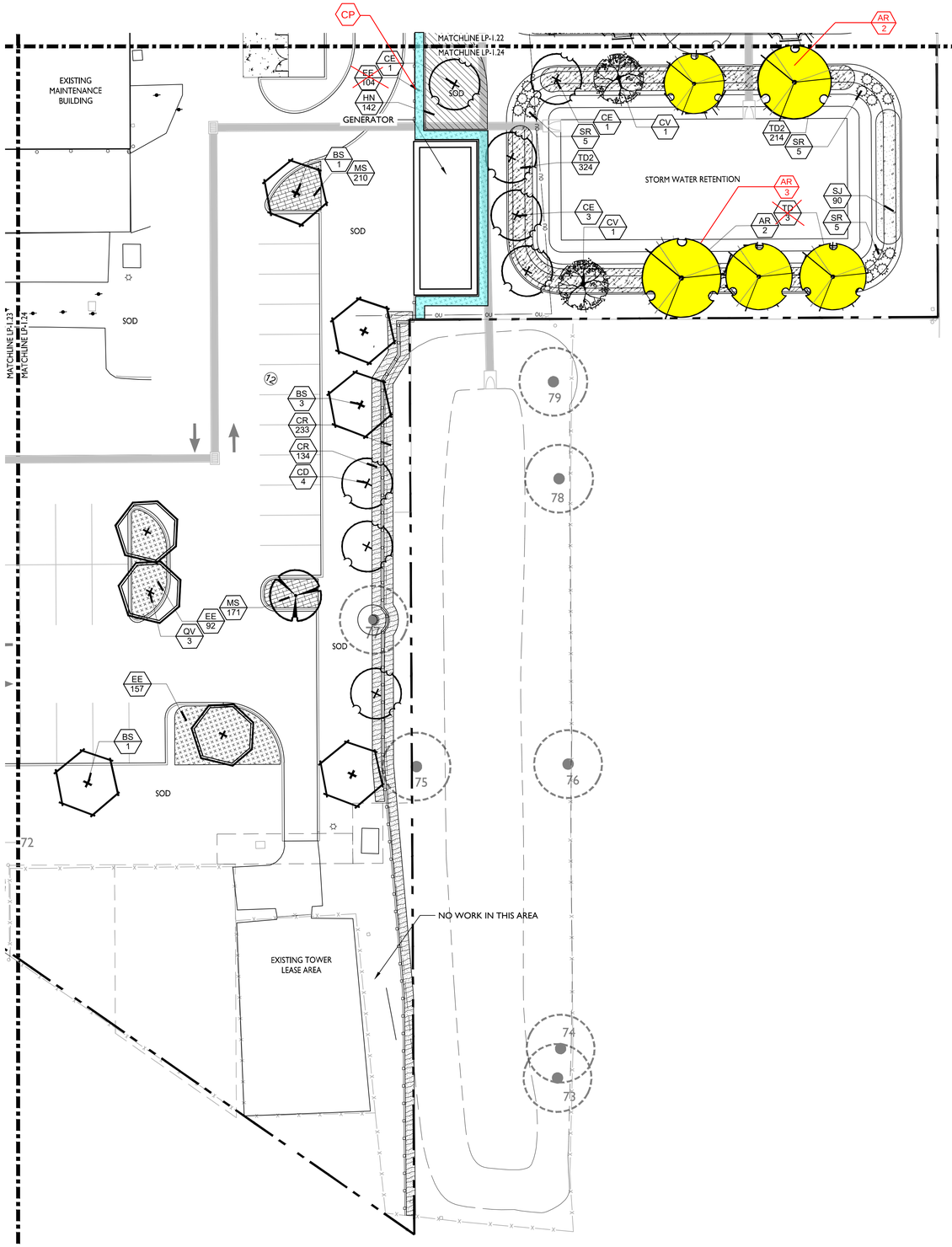
Port St. Lucie Public Works
450 SW Thornhill Dr.
Port St. Lucie, FL

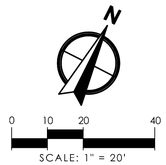
CPZ ARCHITECTS, INC.
4316 WEST BROWARD BOULEVARD
PLANTATION, FLORIDA 33317
PHONE: (954) 792-8525
AA #26006685 WWW.CPZARCHITECTS.COM

DRAWING TITLE:
PHASE 2 LANDSCAPE PLAN

DRAWN	VQ
CHECKED	KS
DATE	12.13.22
SCALE	AS NOTED
PRJCT #	2104
SHEET:	

LP-1.22





LEGEND

PRESERVED TREE/ PALM

ROOT BARRIER

PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	REMARKS
	AR	~~19~~	Red Maple	Acer rubrum	14` HT. X 5` SPRD. MIN., 2" CAL
	BA	2	Verawood	Bulnesia arborea	14` HT. X 5` SPRD. MIN., 2" CAL
	BS	15	Gumbo Limbo	Bursera simaruba	14` HT. X 5` SPRD. MIN., 2.5" CAL
	CV	10	Weeping Bottlebrush	Callistemon viminalis	
	CD	6	Pigeon Plum	Coccoloba diversifolia	14` HT. X 5` SPRD. MIN., 2.5" CAL
	CE	21	Buttonwood	Conocarpus erectus	14` HT. X 5` SPRD. MIN., 2.5" CAL
	QV	5	Southern Live Oak	Quercus virginiana	14` HT MIN., 5` SPRD MIN., 3" CAL.
	TD	~~16~~ 0	Bald Cypress	Taxodium distichum	14` HT. X 5` SPRD. MIN., 3" CAL

SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	REMARKS
	SR	62	Saw Palmetto	Serenoa repens	36" HT X 36" SPRD

SHRUB AREAS	CODE	QTY	COMMON NAME	BOTANICAL NAME	REMARKS
	CC	81	Jamaica Caper	Capparis cynophallophora	36" HT X 24" SPRD @24" O.C.
	CR	718	Red Tip Cocoplum	Chrysobalanus icaco 'Red Tip'	36" HT x 24" SPRD @ 24" O.C
	EE	~~1,944~~	Elliot's Love Grass	Eragrostis elliottii	24" HT x 24" SPRD @ 24" O.C.
	HN	368	Dwarf Firebush	Hamelia nodosa	24" HT. X 24" SPRD. @ 24" O.C.
	MC	453	Pink Muhly Grass	Muhlenbergia capillaris	24" HT X 24" SPRD @ 24" O.C.
	SJ	681	Blue Porterweed	Stachytarpheta jamaicensis	36" HT x 24" SPRD @ 24" O.C
	TD2	1,142	Dwarf Fakahatchee	Tripsacum floridana	36" HT x 24" SPRD @ 24" O.C
	CP		COCOPLUM HEDGE		TO BE MAINTAINED @ 6' TALL

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PLANTATION, FLORIDA 33317
PHONE: (954) 792-8525
AA #26006065 WWW.CPZARCHITECTS.COM

DRAWING TITLE:
PHASE 2
LANDSCAPE
PLAN

DRAWN	VQ
CHECKED	KS
DATE	12.13.22
SCALE	AS NOTED
PRJCT #	2104
SHEET:	

PHASE 2 - LANDSCAPE PLAN

1" = 20'

LP-1.24

SITE PLAN

PSL PUBLIC WORKS COMPOUND

CITY OF PORT ST. LUCIE, FLORIDA

LEGAL DESCRIPTION

THE NORTHERLY 500 FEET OF TRACT P, OF PORT ST. LUCIE SECTION EIGHTEEN, ACCORDING TO THE PLAT OF THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

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AND

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AND

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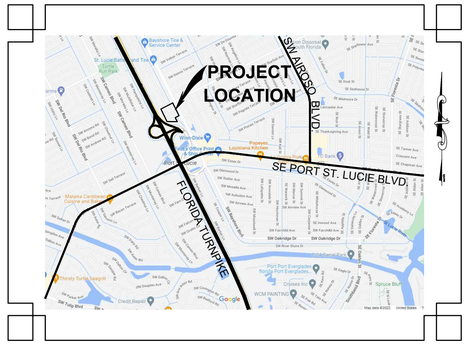
AND (DESCRIPTION BY SURVEYOR)

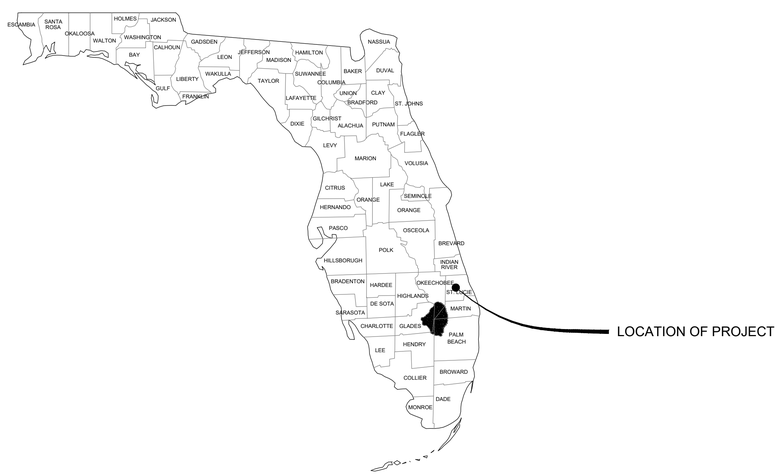
THE NORTHERLY 500.00 FEET OF DRAINAGE RIGHT-OF-WAY LYING BETWEEN TRACT "O" AND TRACT "P", OF PORT ST. LUCIE SECTION EIGHTEEN, ACCORDING TO THE PLAT OF THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 389,565 SQUARE FEET OR 8.943 ACRES, MORE OR LESS.



LOCATION MAP
NOT TO SCALE

450 THORNHILL DRIVE,
PORT ST. LUCIE 34984



Cover Sheet
PSL Public Works Compound

SHEET INDEX

C1	COVER SHEET
SP01	PHASE 1 SITE PLAN
UTL01	PHASE 1 UTILITY PLAN
PGD01	PHASE 1 PAVING, GRADING, & DRAINAGE PLAN
SP02	PHASE 2 SITE PLAN
UTL02	PHASE 2 UTILITY PLAN
PGD02	PHASE 2 PAVING, GRADING, & DRAINAGE PLAN
SP03	PHASE 3 SITE PLAN
UTL03	PHASE 3 UTILITY PLAN
PGD03	PHASE 3 PAVING, GRADING, & DRAINAGE PLAN

REGULATORY AGENCIES:

Electric (Project # 9116442)
Florida Power & Light
6001 Vg Blvd.
West Palm Beach, FL 33407
Contact: Nate Holzmacher
Phone: (772) 337-7013
Email: Nate.Holzmacher@fpl.com

Cable & Telephone
AT&T Southeast
10486 SW Village Center Dr.
Port St. Lucie, FL 34987
Contact: James P. Virga
Phone: (772) 692-2774
Email: jv3965@att.com

Water Management
South Florida Water Management District
3800 NW 16th Blvd., Suite A
Okeechobee, FL 34972
Contact: Glen Gareau
Phone: (561) 686-8800 ext. 3006
Email: ggareau@sfwmd.gov

City of Port St. Lucie
Public Works Department
City Hall Municipal Complex-Building B
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Contact: Chris Powell
Project Coordinator
Regulatory Division
Phone: (772) 871-5068
Email: cpowell@cityofpsl.com

City of Port St. Lucie
Planning & Zoning Department
City Hall Municipal Complex-Building B
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Contact: Holly Price, AICP
Planner III
Phone: (772) 871-5019
Email: hprice@cityofpsl.com

City of Port St. Lucie
Utilities Department (PSLUSD)
City Hall Municipal Complex-Building B
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Contact: Lisa Alexander
Phone: (772) 871-7313
Project Coordinator
Email: lalexander@cityofpsl.com

DEVELOPMENT TEAM:

Owner / Developer
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Surveyor
Bowman Consulting
301 SE Ocean Blvd. Suite 301
Stuart, FL 34997
Phone: (772) 283-1413

Architect
CPZ Architects
4316 West Broward Boulevard
West Palm Beach, Florida 33406
Phone: (954) 792-8525

Engineer
Bowman Consulting Group
301 SE Ocean Drive, Suite 301
Stuart, FL 34994
Phone: (772) 283-1413

Landscape Architect
WGI
2035 Vista Parkway
West Palm Beach, FL 33411

Lighting
Sesco Lighting
737 Shotgun road
Ft. Lauderdale, Florida 33326
Phone: (954) 474-9888

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BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NO. 30462

Bowman Consulting Group, Ltd., Inc.
301 SE Ocean Blvd. Suite 301
Stuart, Florida 34994
Phone: (772) 283-1413
Fax: (772) 220-7881
www.bowmanconsulting.com
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POLICE TRAINING FACILITY BUILDING
FOR THE CITY OF PORT ST. LUCIE
PORT ST.LUCIE PUBLIC WORKS COMPOUND
CITY OF PORT ST. LUCIE
FLORIDA

PROJECT NO
010943-01-001

OCTAVIO REIS NOVA
LICENSED
NO. 85661
STATE OF FLORIDA
PROFESSIONAL ENGINEER

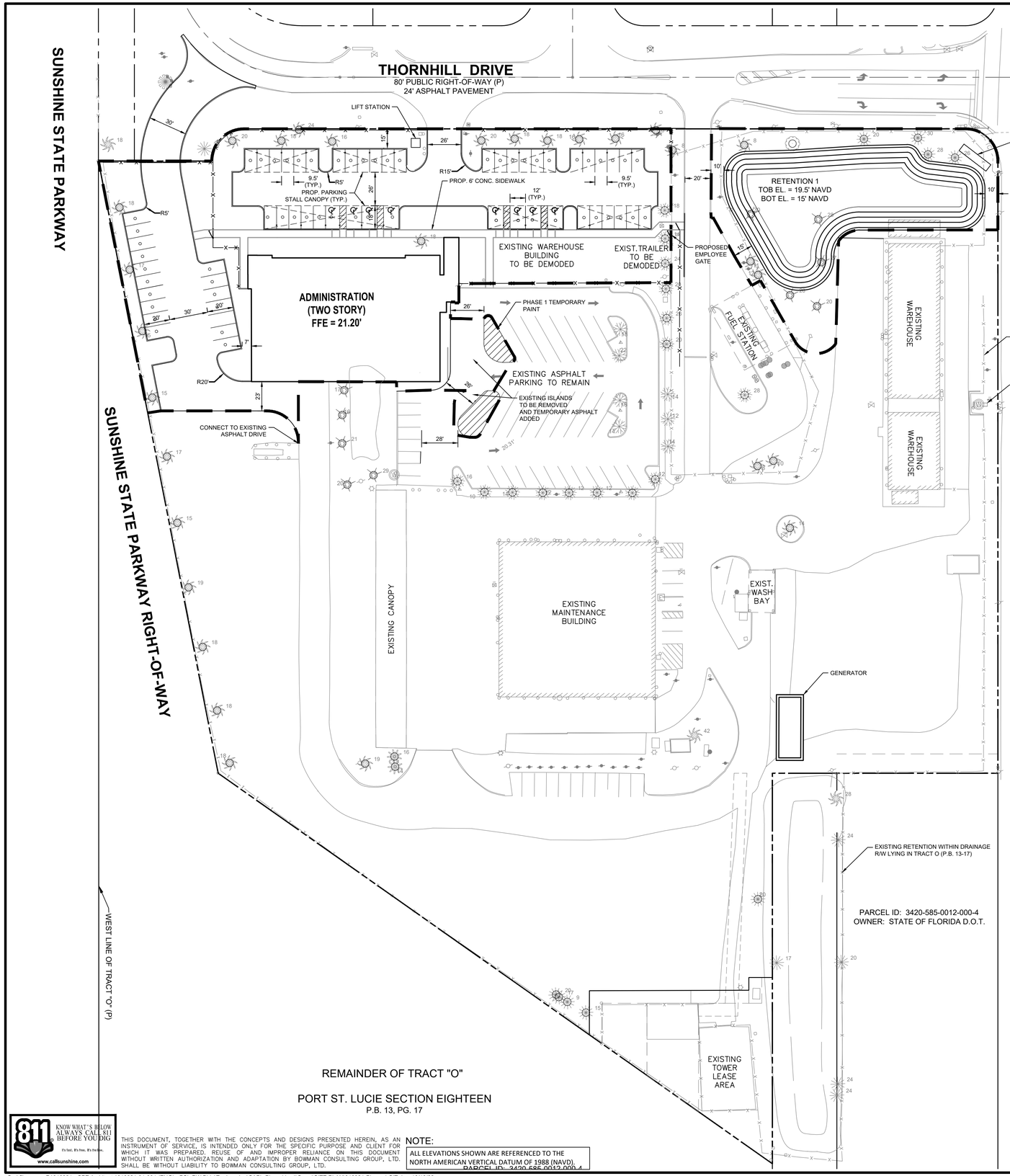
Digitally signed by Octavio Reis Nova
Date: 2022.10.19 11:59:30 -04'00'

PLAN STATUS	
DATE	DESCRIPTION

DF	RO	OR
DESIGN	DRAWN	CHKD

SCALE:
JOB No. 010943-01-001
DATE: JULY 2022
FILE No. 010921-01-001-COV

C-1
SHEET



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PARCEL ID: 3420-585-0012-000-4

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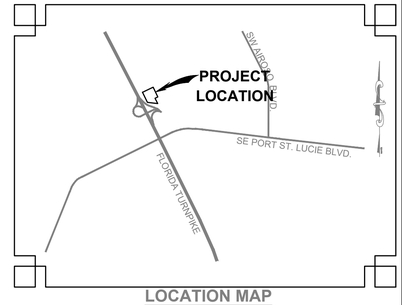
CITY of PORT ST. LUCIE FLORIDA INCORPORATED 1961



LOCATION MAP
NOT TO SCALE

GRAPHIC SCALE
0 40 80
1" = 40'

LEGAL DESCRIPTION

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DRAINAGE STATEMENT

The surface water management system for the Port Saint Lucie Municipal Complex at Port St. Lucie project complies with the requirements of the South Florida Water Management District and the City of Port St. Lucie.

The surface water management system for Port Saint Lucie Municipal Complex consists of dry retention areas and a lake that provide:

- On-site water quality treatment meeting the requirements of SFWMD and the City of PSL.
- Stormwater attenuation meeting the requirements of SFWMD and the City of PSL.
- Outfall to the Kingsway Canal and Elkcam Canal with ultimate discharge to the North Fork of the St. Lucie River.

UTILITY STATEMENT

Water and Sewer service is provided by the PSL Utilities Department. The Port Saint Lucie Municipal Complex utility system complies with the requirements of Florida Department of Environmental Protection and Port St. Lucie Utility Systems Department.

The on-site Utility system for Port Saint Lucie Municipal Complex consists of the following:

- An existing watermain system with a single connection to existing 12" watermain along Thornhill Drive.
- An on-site gravity sanitary sewer collection system routes sewage waste to the on-site lift station connected to an existing 12"forcemain on Thornhill Drive.

OWNER

City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34952

PARCEL NUMBERS

Tract O: 3420-585-0013-000-1
3420-585-3297-000-6
Tract P: 3420-585-0014-000-8

FUTURE LAND USE - INSTITUTIONAL
ZONING - INSTITUTIONAL

PARKING CALCULATIONS

Provided Parking Spaces	
Standard (9.5' x 18')	43
Alternate (10' x 20')	73
Accesible Parking (12' x 18')	9
Total	125

*NOTE:
Fueling Station, Wash Bay, Covered Canopy and Utility Building are not occupied and are not included in the parking calculations.

BUILDING DATA

	Footprint SF	Stories	Gross SF
Administrative Building	14,891	2	29,782
Warehouse Building 1	4,821	1	4,821
Warehouse Building 2	2,416	1	2,416
Maintenance Building	14,622	1	14,622
Covered Wash Bay	807	1	807
Covered Fueling Station	2,474	1	2,474
Covered Canopy	4,711	1	4,711
Leased Tower Building	1118	1	1,118
Total	45,860		60,751

SITE AREAS

	ACRES	SF	PERCENTAGE %
Gross Site Area	**8.95**	**389,565**	**100%**
Impervious Area	**5.39**	**234,548**	**60%**
Building, Pavement, Sidewalk	3.87	168,672	43%
Gravel (60% Impervious)	0.93	40,410	10%
Lake	0.59	25,466	7%
Pervious Area	**3.56**	**155,017**	**40%**
Open Space	2.61	113,628	29%
Dry Retention	0.33	14,449	4%
Gravel (40% Pervious)	0.62	26,940	7%

LEGEND

EXISTING / PROPOSED

- = PROPERTY BOUNDARY
- = PHASE BOUNDARY
- = EASEMENT
- = PARCEL LINE
- = NUMBER OF PARKING SPACES
- = LIGHT POLE
- = SIGN
- = FDC W/ SIGN
- = 5' DECORATIVE FENCE
- = 6' BUFFER WALL
- = RETAINING WALL
- = UNDERGROUND FPL (BY OTHERS)
- = SECONDARY ELCTRIC LINE
- = FIBER OPTIC CABLE (BY OTHERS)
- = TRANSFORMER
- = WATER LINE
- = SANITARY SEWER
- = DRAINAGE PIPE
- = FIRE HYDRANT
- = WATER VALVE
- = SANITARY SEWER MANHOLE
- = DRAINAGE STRUCTURE
- = CONDENSER UNITS

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CITY OF PORT ST. LUCIE PUBLIC WORKS COMPOUND

PHASE 1 SITE PLAN

PORT SAINT LUCIE FLORIDA

PROJECT NO
010921-01-001

PLAN STATUS	
DATE	DESCRIPTION
DF DESIGN	RO DRAWN / OR CHKD
SCALE:	1" = 40'
JOB No.	010921-01-001
DATE	SEPT 2022
FILE No.	010921-PHASE 1 SIT

SHEET SP01

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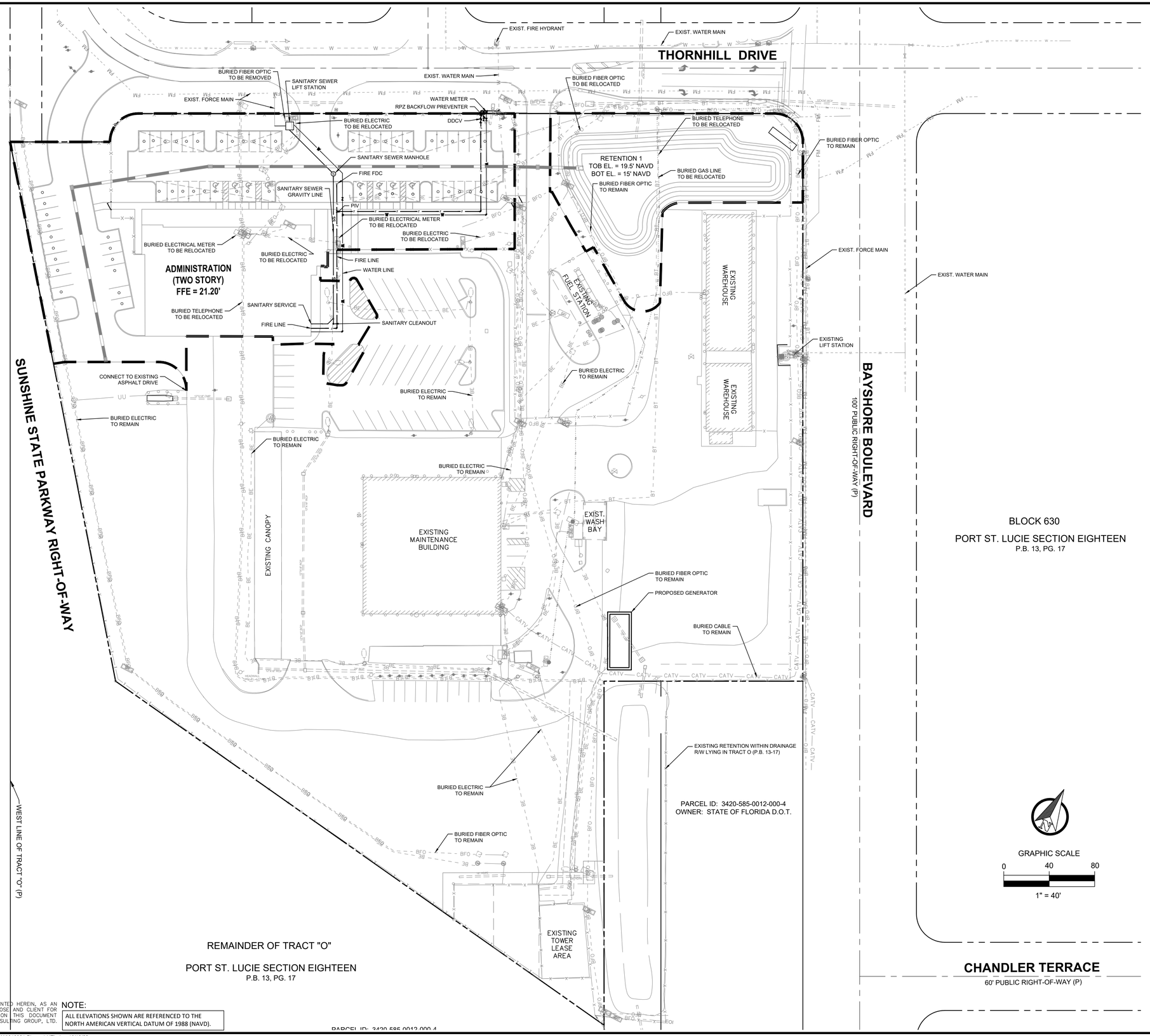

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Bowman Consulting Group, Ltd., Inc.
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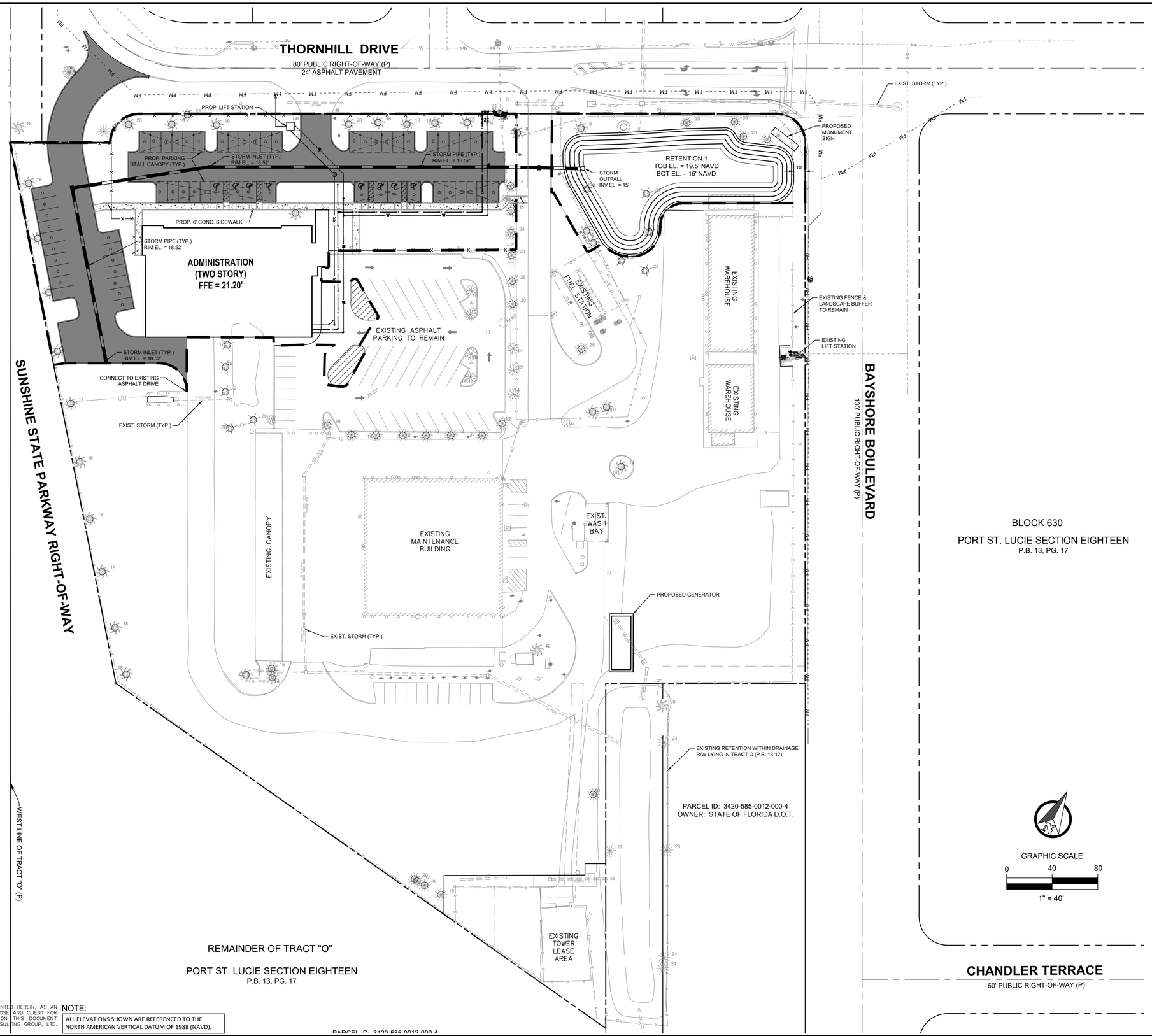
CITY OF PORT ST. LUCIE
PUBLIC WORKS COMPOUND
PHASE 1 UTILITY PLAN
PORT SAINT LUCIE FLORIDA

PROJECT NO
010921-01-001

PLAN STATUS	
DATE	DESCRIPTION

DF DESIGN	RO DRAWN	OR CHKD
SCALE: 1" = 40'		
JOB No. 010921-01-001		
DATE SEPT 2022		
FILE No. 010921-PHASE 1 UTL		
SHEET UTL01		



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BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NO. 30462

Bowman Consulting Group, Ltd., Inc.
301 SE Ocean Blvd. Suite 301
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CITY OF PORT ST. LUCIE
PUBLIC WORKS COMPOUND

PHASE 1 PAVING, GRADING & DRAINAGE PLAN
PORT SAINT LUCIE FLORIDA

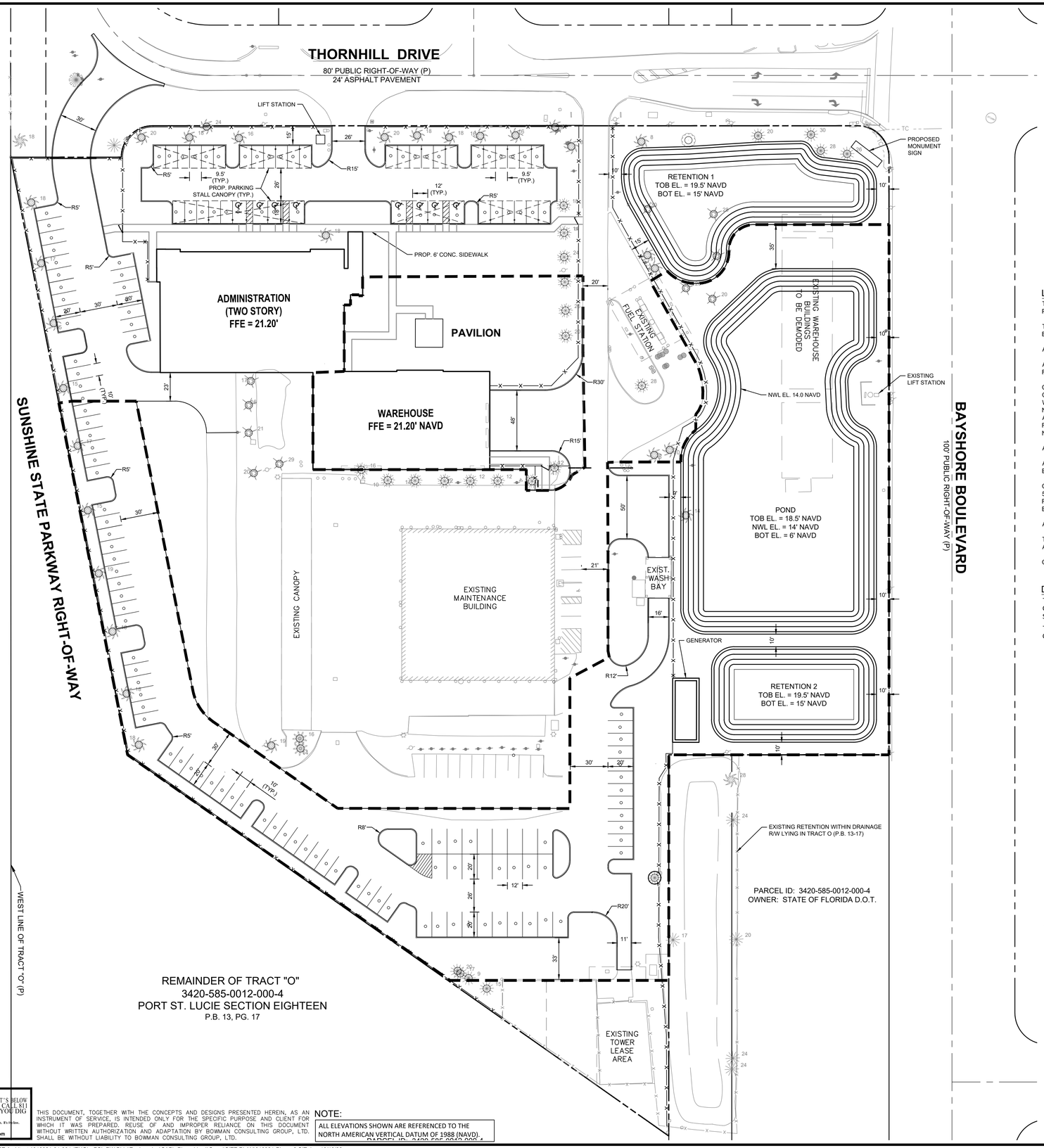
PROJECT NO
010921-01-001

PLAN STATUS

DATE	DESCRIPTION

DF DESIGN	RO DRAWN	OR CHKD

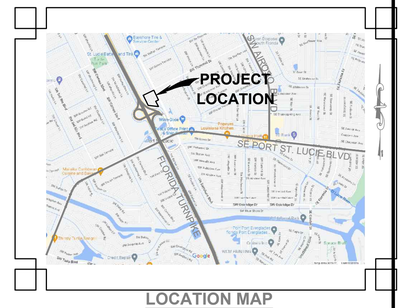
SCALE: 1" = 40'
JOB No. 010921-01-001
DATE SEPT 2022
FILE No. 010921-PHASE 1 PGD
SHEET PGD01



GRAPHIC SCALE

0 40 80

1" = 40'



LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION

THE NORTHERLY 500 FEET OF TRACT P, OF PORT ST. LUCIE SECTION EIGHTEEN, ACCORDING TO THE PLAT OF THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

THE NORTHERLY 500 FEET OF THE EASTERLY 325 FEET OF TRACT "O" AS SHOWN ON PLAT OF PORT ST. LUCIE SECTION EIGHTEEN RECORDED IN PLAT BOOK 13, PAGE 17 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

A PORTION OF TRACT "O" OF PORT ST. LUCIE SECTION EIGHTEEN AS RECORDED IN PLAT BOOK 13, PAGES 17 AND 17A THROUGH 17K OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT "O", THENCE SOUTH 63°05'48" WEST ALONG THE NORTH LINE OF SAID TRACT "O" A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 26°54'12" EAST A DISTANCE OF 500.00 FEET, THENCE SOUTH 63°05'48" WEST A DISTANCE OF 105.00 FEET, THENCE NORTH 37°58'10" WEST A DISTANCE OF 484.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT "O", THENCE NORTH 63°05'48" EAST ALONG THE NORTH LINE OF SAID TRACT "O" A DISTANCE OF 87.90 FEET TO A POINT OF NON TANGENT CURVE; THENCE NORTHERLY AND EASTERLY ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT (CONCAVE SOUTHEASTERLY) HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING NORTH 18°05'48" EAST), AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY, THENCE NORTH 63°05'48" EAST ALONG SAID NORTH LINE A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING

AND

A PORTION OF TRACT "O" OF PORT ST. LUCIE SECTION EIGHTEEN AS RECORDED IN PLAT BOOK 13, PAGES 17 AND 17A THROUGH 17K OF THE PUBLIC ECORDS OF ST. LUCIE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT "O", THENCE SOUTH 26°54'12" EAST ALONG SAID EAST LINE OF SAID TRACT "O" A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 26°54'12" EAST ALONG SAID EAST LINE A DISTANCE OF 303.00 FEET, THENCE NORTH 81°43'58" WEST A DISTANCE OF 526.03 FEET, THENCE NORTH 63°05' 48" EAST A DISTANCE OF 430.00 FEET TO THE POINT OF BEGINNING.

AND (DESCRIPTION BY SURVEYOR)

THE NORTHERLY 500.00 FEET OF DRAINAGE RIGHT-OF-WAY LYING BETWEEN TRACT "O" AND TRACT "P", OF PORT ST. LUCIE SECTION EIGHTEEN, ACCORDING TO THE PLAT OF THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 389,565 SQUARE FEET OR 8.943 ACRES, MORE OR LESS.

DRAINAGE STATEMENT

The surface water management system for the Port Saint Lucie Municipal Complex at Port St. Lucie project complies with the requirements of the South Florida Water Management District and the City of Port St. Lucie.

The surface water management system for Port Saint Lucie Municipal Complex consists of dry retention areas and a lake that provide:

- On-site water quality treatment meeting the requirements of SFWMD and the City of PSL.
- Stormwater attenuation meeting the requirements of SFWMD and the City of PSL.
- Outfall to the Kingsway Canal and Elkcam Canal with ultimate discharge to the North Fork of the St. Lucie River.

UTILITY STATEMENT

Water and Sewer service is provided by the PSL Utilities Department. The Port Saint Lucie Municipal Complex utility system complies with the requirements of Florida Department of Environmental Protection and Port St. Lucie Utility Systems Department.

The on-site Utility system for Port Saint Lucie Municipal Complex consists of the following:

- An existing watermain system with a single connection to existing 12" watermain along Thornhill Drive.
- An on-site gravity sanitary sewer collection system routes sewage waste to the on-site lift station connected to an existing 12"forcemain on Thornhill Drive.

OWNER

City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34952

PARCEL NUMBERS

Tract O: 3420-585-0013-000-1
3420-585-3297-000-6
Tract P: 3420-585-0014-000-8

FUTURE LAND USE - INSTITUTIONAL
ZONING - INSTITUTIONAL

PARKING CALCULATIONS

Provided Parking Spaces	
Standard (9.5' x 18')	35
Alternate (10' x 20')	93
Large Parking (12' x 20')	27
Accesible Parking (12' x 18')	9
Total	164

*NOTE:
Fueling Station, Wash Bay, Covered Canopy and Utility Building are not occupied and are not included in the parking calculations.

BUILDING DATA

	Footprint SF	Stories	Gross SF
Administrative Building	14,891	2	29,782
Warehouse Building	10,973	1	10,973
Maintenance Building	14,622	1	14,622
Covered Wash Bay	807	1	807
Covered Fueling Station	2,474	1	2,474
Covered Canopy	4,711	1	4,711
Leased Tower Building	1,118	1	1,118
Total	49,596		64,487

SITE AREAS

	ACRES	SF	PERCENTAGE %
Gross Site Area	**8.95**	**389,565**	**100%**
Impervious Area	**5.48**	238,528	**61%**
Building, Pavement, Sidewalk	4.75	206,910	53%
Gravel (60% Impervious)	0.14	6,300	1%
Lake	0.59	25,466	7%
Pervious Area	**3.47**	**151,037**	**39%**
Open Space	2.82	122,720	32%
Dry Retention	0.55	24,117	6%
Gravel (40% Pervious)	0.10	4,200	1%

LEGEND

EXISTING / PROPOSED

- = PROPERTY BOUNDARY
- = PHASE BOUNDARY
- = EASEMENT
- = PARCEL LINE
- = NUMBER OF PARKING SPACES
- = LIGHT POLE
- = SIGN
- = FDC W/ SIGN
- = 5' DECORATIVE FENCE
- = 6' BUFFER WALL
- = RETAINING WALL
- = UNDERGROUND FPL (BY OTHERS)
- = SECONDARY ELCTRIC LINE
- = FIBER OPTIC CABLE (BY OTHERS)
- = TRANSFORMER
- = WATER LINE
- = SANITARY SEWER
- = DRAINAGE PIPE
- = FIRE HYDRANT
- = WATER VALVE
- = SANITARY SEWER MANHOLE
- = DRAINAGE STRUCTURE
- = CONDENSER UNITS

NOTE:
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CITY OF PORT ST. LUCIE PUBLIC WORKS COMPOUND

PHASE 2 SITE PLAN

PORT SAINT LUCIE FLORIDA

PROJECT NO
010921-01-001

PLAN STATUS	
DATE	DESCRIPTION

DF DESIGN	RO DRAWN	OR CHKD

SCALE: 1" = 40'

JOB No. 010921-01-001

DATE SEPT 2022

FILE No. 010921-PHASE 2 SIT

SHEET SP02

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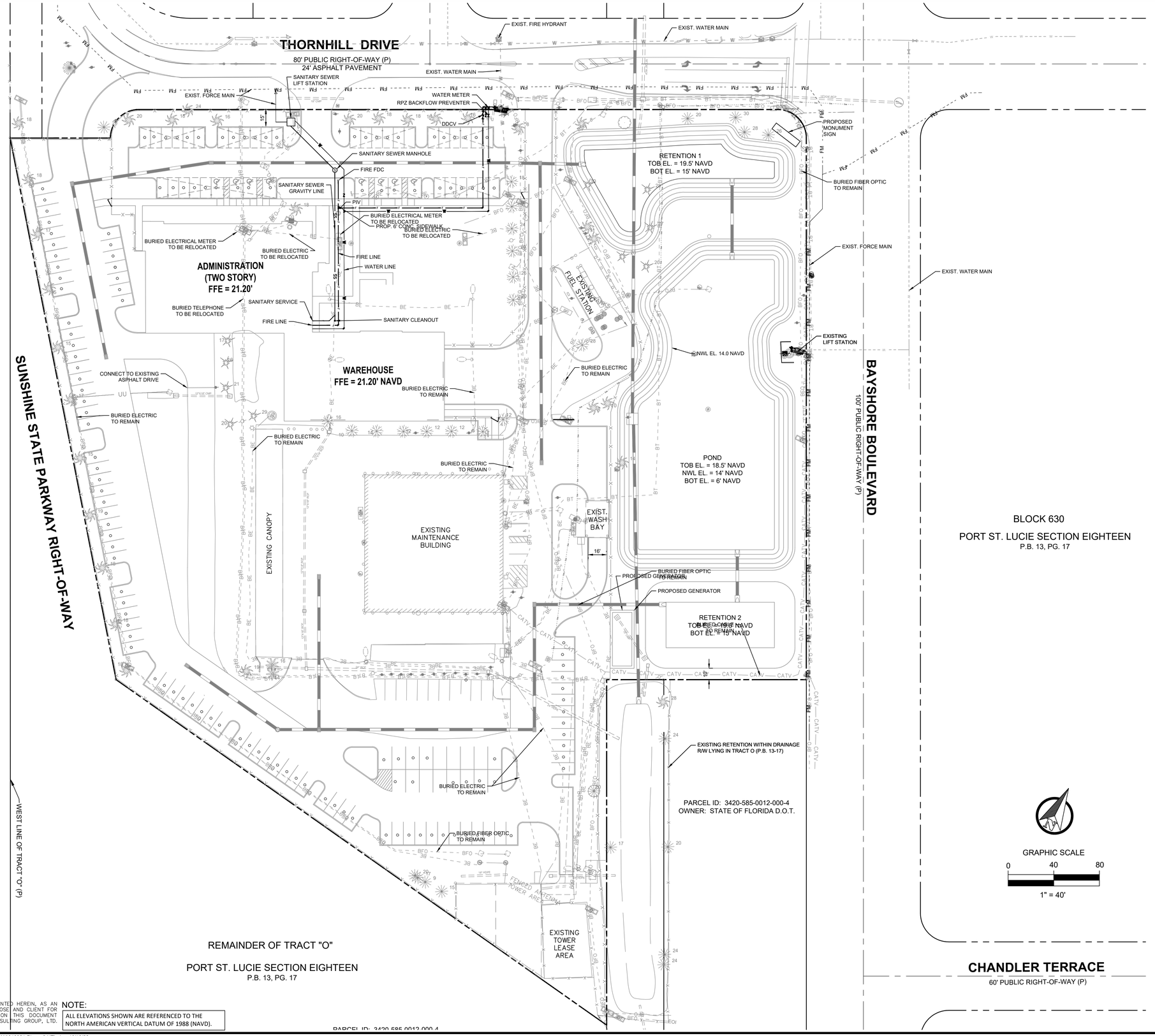

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CITY OF PORT ST. LUCIE
PUBLIC WORKS COMPOUND
PHASE 2 UTILITY PLAN
PORT SAINT LUCIE FLORIDA

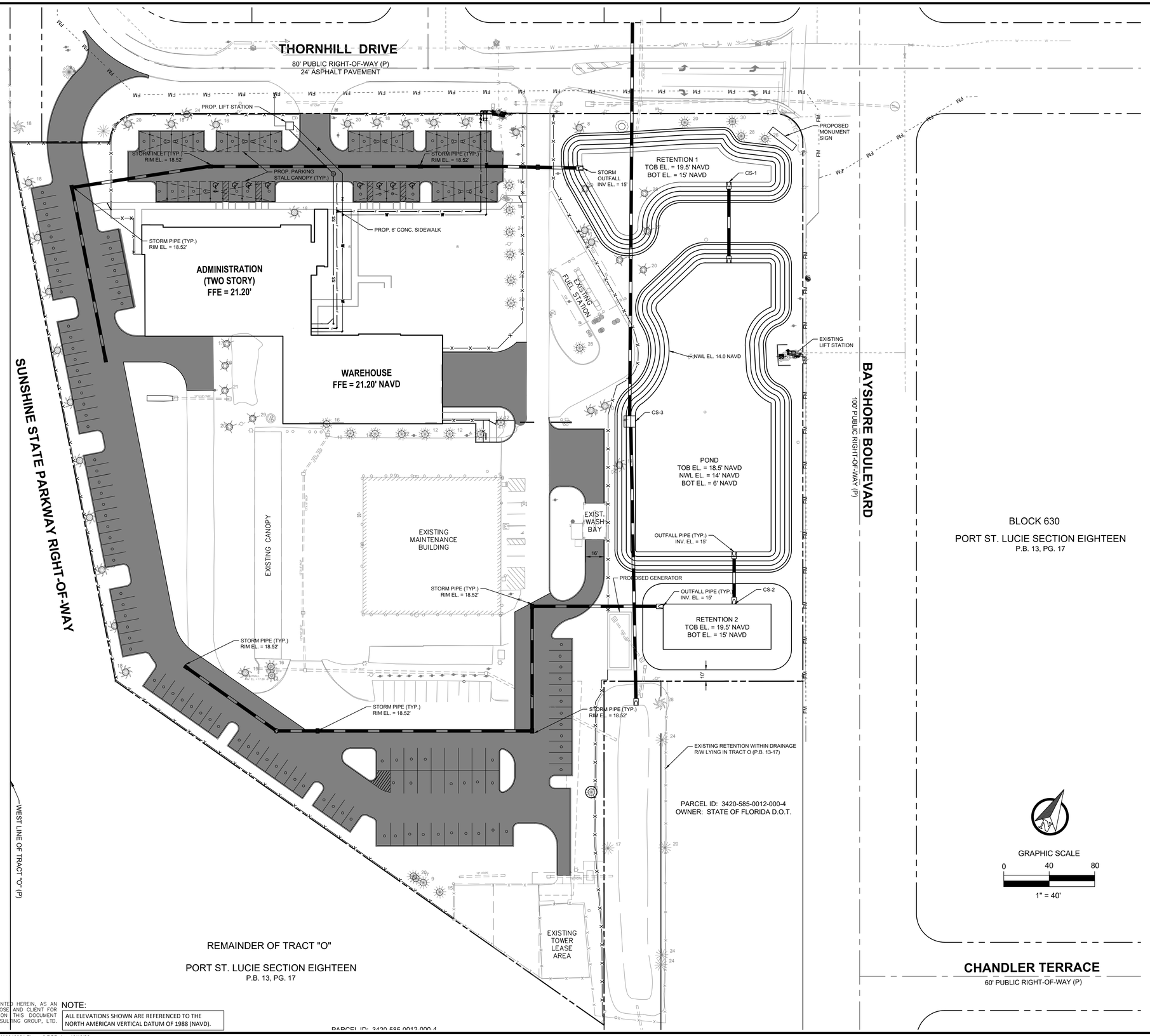
PROJECT NO
010921-01-001

GRAPHIC SCALE
0 40 80
1" = 40'

PLAN STATUS	
DATE	DESCRIPTION

DF	RO	OR
DESIGN	DRAWN	CHKD

SCALE: 1" = 40'
JOB No. 010921-01-001
DATE SEPT 2022
FILE No. 010921-PHASE 2 UTL
SHEET UTL02



GRAPHIC SCALE
0 40 80
1" = 40'

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CITY OF PORT ST. LUCIE
PUBLIC WORKS COMPOUND
PHASE 2 PAVING, GRADING & DRAINAGE PLAN
PORT SAINT LUCIE FLORIDA

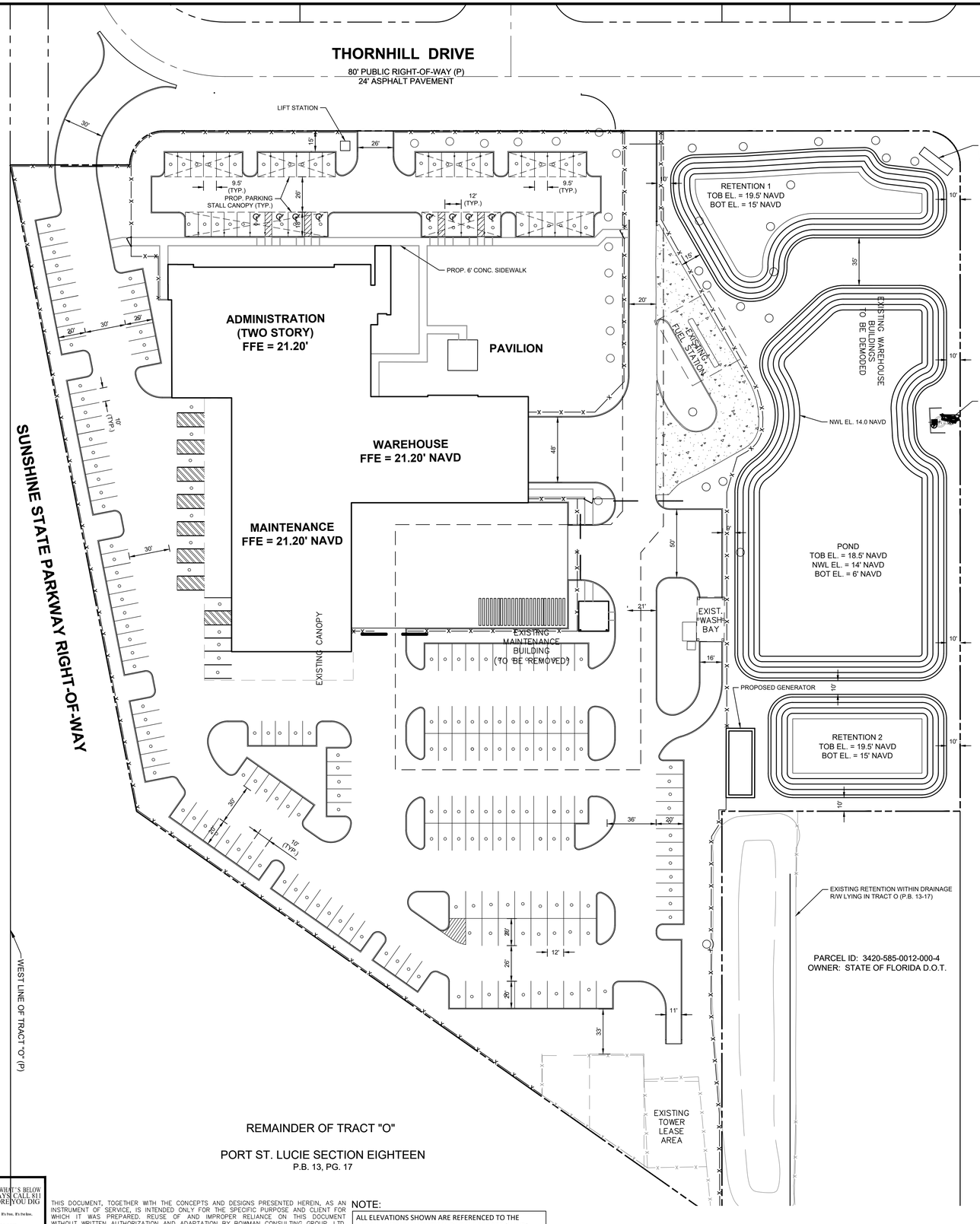
PROJECT NO
010921-01-001

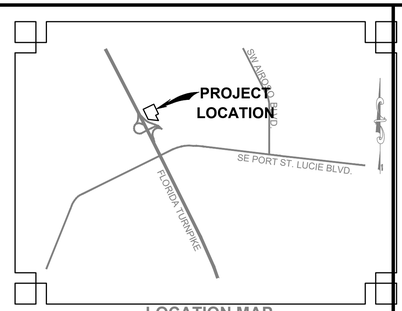
PLAN STATUS

DATE	DESCRIPTION

DF DESIGN	RO DRAWN	OR CHKD

SCALE: 1" = 40'
JOB No. 010921-01-001
DATE SEPT 2022
FILE No. 010921-PHASE 2 PGD
SHEET PGD02





LOCATION MAP
NOT TO SCALE

GRAPHIC SCALE
0 40 80
1" = 40'

LEGAL DESCRIPTION

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THE NORTHERLY 500 FEET OF THE EASTERLY 325 FEET OF TRACT "O" AS SHOWN ON PLAT OF PORT ST. LUCIE SECTION EIGHTEEN RECORDED IN PLAT BOOK 13, PAGE 17 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

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AND (DESCRIPTION BY SURVEYOR)

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The on-site Utility system for Port Saint Lucie Municipal Complex consists of the following:

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OWNER

City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34952

PARCEL NUMBERS

Tract O:	3420-585-0013-000-1
	3420-585-3297-000-6
Tract P:	3420-585-0014-000-8

FUTURE LAND USE - INSTITUTIONAL
ZONING - INSTITUTIONAL

PARKING CALCULATIONS

Provided Parking Spaces	
Standard (9.5' x 18')	35
Alternate (10' x 18)	16
Alternate (10' x 20')	146
Large Parking (12' x 20')	27
Accesible Parking (12' x 18')	8
Total	232

*NOTE:
Fueling Station, Wash Bay, Covered Canopy and Utility Building are not occupied and are not included in the parking calculations.

BUILDING DATA

	Footprint SF	Stories	Gross SF
Administrative Building	14,891	2	29,782
Warehouse Building	10,973	1	10,973
Maintenance Building	15,603	1	15,603
Covered Wash Bay	807	1	807
Covered Fueling Station	2,474	1	2,474
Covered Canopy	4,711	1	4,711
Leased Tower Building	1,118	1	1,118
Total	50,577		65,468

SITE AREAS

	ACRES	SF	PERCENTAGE %
Gross Site Area	**8.95**	**389,565**	**100%**
Impervious Area	**5.58**	252,009	**62%**
Building, Pavement, Sidewalk	4.99	226,543	55%
Lake	0.59	25,466	7%
Pervious Area	**3.37**	**137,556**	**38%**
Open Space	2.82	113,439	32%
Dry Retention	0.55	24,117	6%

LEGEND

EXISTING	PROPOSED	
		= PROPERTY BOUNDARY
		= PHASE BOUNDARY
		= EASEMENT
		= PARCEL LINE
	(#)	= NUMBER OF PARKING SPACES
		= LIGHT POLE
		= SIGN
		= FDC W/ SIGN
		= 5' DECORATIVE FENCE
		= 6' BUFFER WALL
		= RETAINING WALL
		= UNDERGROUND FPL (BY OTHERS)
		= SECONDARY ELCTRIC LINE
		= FIBER OPTIC CABLE (BY OTHERS)
	T	= TRANSFORMER
12"W		= WATER LINE
8SS		= SANITARY SEWER
		= DRAINAGE PIPE
		= FIRE HYDRANT
		= WATER VALVE
		= SANITARY SEWER MANHOLE
		= DRAINAGE STRUCTURE
		= CONDENSER UNITS

NOTE:
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CITY OF PORT ST. LUCIE PUBLIC WORKS COMPOUND

PHASE 3 SITE PLAN

PORT SAINT LUCIE FLORIDA

PROJECT NO
010921-01-001

PLAN STATUS	
DATE	DESCRIPTION

DF	RO	OR
DESIGN	DRAWN	CHKD

SCALE: 1" = 40'

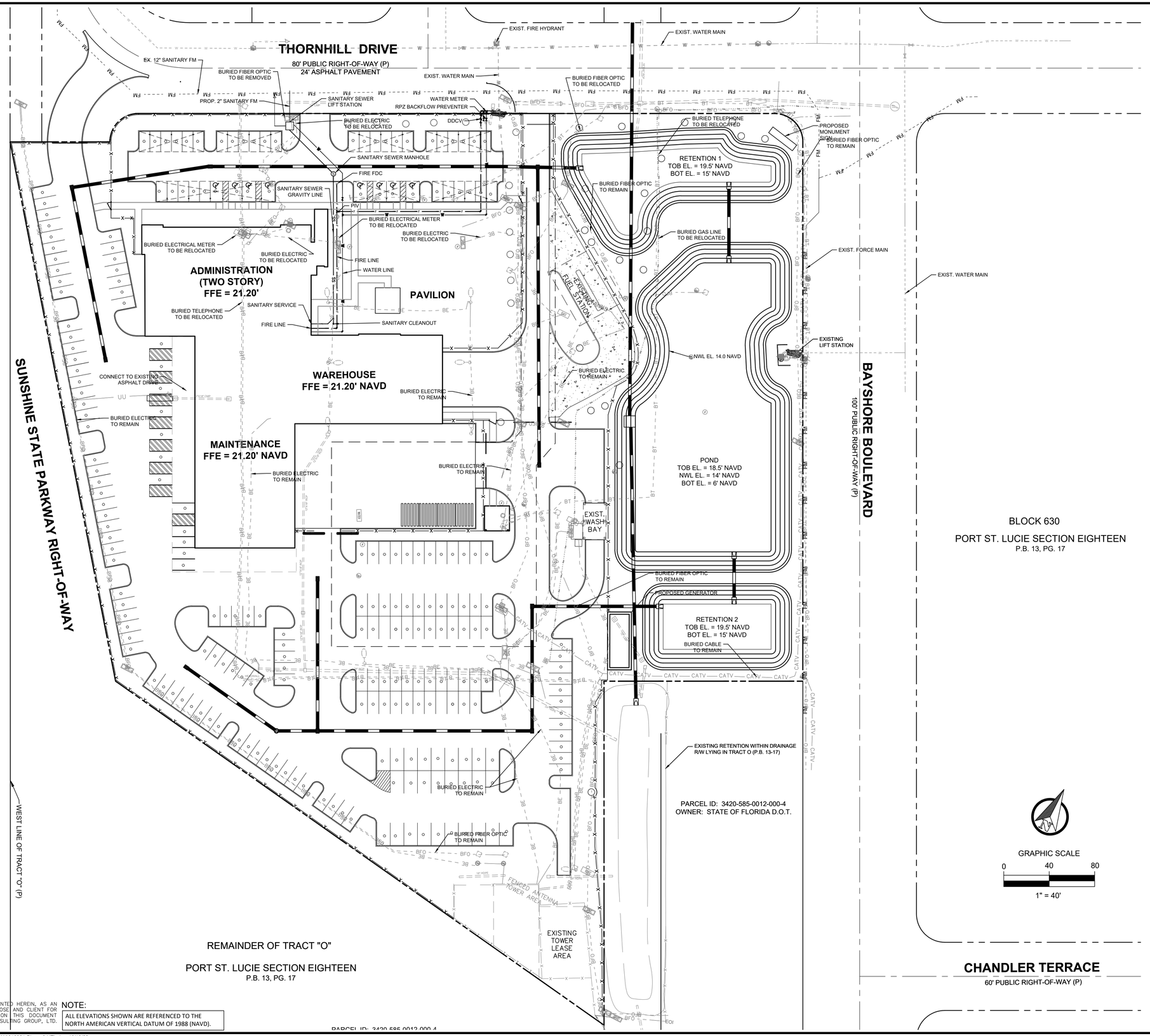
JOB No. 010921-01-001

DATE SEPT 2022

FILE No. 010921-PHASE 3 SIT

SHEET SP03

Cad file name: P:\010921 - CPZ Architects\010921-01-001 (ENG) - PSL PW Bldg\Engineering\CAD_Plans (dwg)\Const\SITE PLAN\010921-Phase 3 SIT.dwg 10/19/22



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CITY OF PORT ST. LUCIE
PUBLIC WORKS COMPOUND
PHASE 3 UTILITY PLAN
PORT SAINT LUCIE FLORIDA

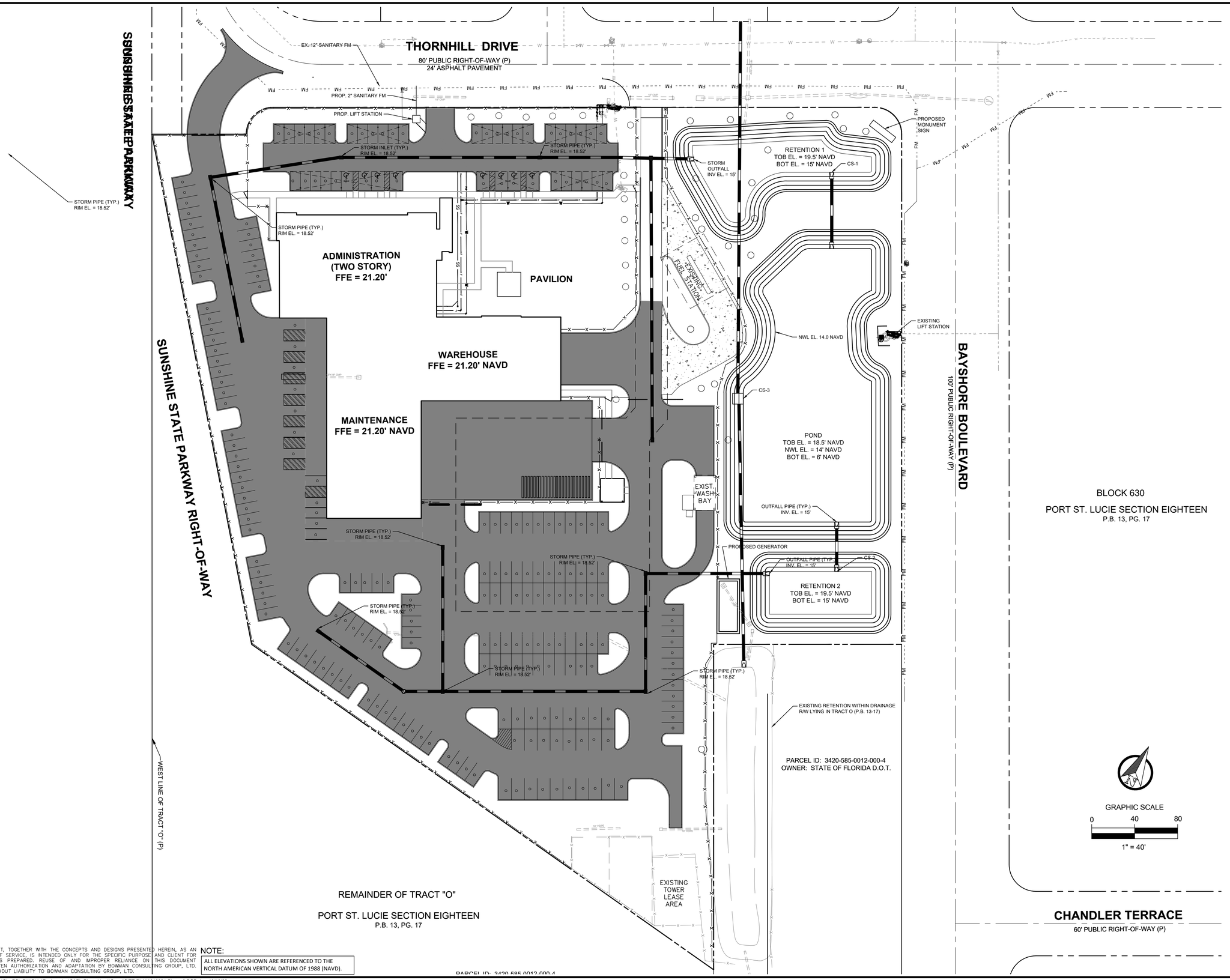
PROJECT NO
010921-01-001

PLAN STATUS

DATE	DESCRIPTION

DF DESIGN	RO DRAWN	OR CHKD

SCALE: 1" = 40'
JOB No. 010921-01-001
DATE SEPT 2022
FILE No. 010921-PHASE 3 UTL
SHEET UTL03



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THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING GROUP, LTD. SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING GROUP, LTD.

NOTE:
ALL ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).

Bowman

PROFESSIONAL SURVEYORS AND MAPPERS, CERTIFICATE NO. LB 8009
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NO. 30462

Bowman Consulting Group, Ltd., Inc.
301 SE Ocean Blvd, Suite 301
Stuart, Florida 34994
Phone: (772) 283-1413
Fax: (772) 220-7681
www.bowmanconsulting.com
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CITY OF PORT ST. LUCIE
PUBLIC WORKS COMPOUND
PHASE 3 PAVING, GRADING & DRAINAGE PLAN
PORT SAINT LUCIE FLORIDA

PROJECT NO
010921-01-001

PLAN STATUS

DATE	DESCRIPTION

DF DESIGN	RO DRAWN	OR CHKD

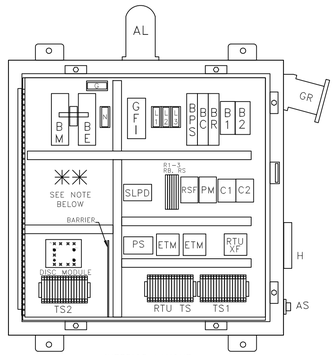
SCALE: 1" = 40'
JOB No. 010921-01-001
DATE SEPT 2022
FILE No. 010921-PHASE 3 PGD
SHEET PGD03

Cad file name: P:\010921 - CPZ Architects\010921-01-001 (ENG) - PSL PW Bldg\Engineering\CAD_Plans (dwg)\Const\SITE PLAN\010921-Phase 3 PGD.dwg 10/19/22

CONTROL CENTER DESIGNED & MANUFACTURED TO MEET ALL D.E.P. REQUIREMENTS

MOPS CONTROL CENTER

SEE SCHEDULE FOR ELECTRICAL SERVICE REQUIREMENTS



INTERIOR LAYOUT
(DOOR NOT SHOWN FOR CLARITY)

PANEL COMPONENTS

AL	ALARM LIGHT
ALT	ALTERNATOR (ON DISC)
AS	ALARM SILENCE SWITCH
B1-2	MOTOR BREAKERS
BC	CONTROL BREAKER
BE	EMERGENCY BREAKER
BM	MAIN BREAKER
BPS	POWER SUPPLY BREAKER
BR	RECEPTACLE BREAKER
C1-2	CONTACTOR, MOTOR START
GFI	CONVENIENCE RECEPTACLE
DISC	DUPLEX INTRINSICALLY SAFE CONTROLLER
ETM	ELAPSED TIME METER
G	GROUND BLOCK
GR	GENERATOR RECEPTACLE
H	HORN
HOA	HAND-OFF-AUTO SWITCH (ON DISC)
L1,2,3	POWER DISTRIBUTION BLOCK
N	NEUTRAL BLOCK
PL	PILOT LIGHT (ON DISC)
PM	PHASE MONITOR
PS	POWER SUPPLY
R1-3	RELAYS
RB	BATTERY RELAY
RS	SILENCE RELAY
RSF	SEAL FAIL RELAY
RTUXF	RTU TRANSFORMER
SLPD	SURGE/LIGHTNING PROTECTION DEV.
TS1	TERMINAL STRIP FOR PUMPS
TS2	TERMINAL STRIP FOR FLOATS

ENCLOSURE

NEMA 4X Stainless Steel
Single Door w/ Padlock Hasp
30"H x 30"W x 8"D

27	NEU	120	120	+	-	GND	COM	SF1	SF2	T1	T2	T3	1	2	P1C	T1	T2	T3	1	2	P2C
ROOM	NEU	120V		RTU TERMINALS (IF USED)			PUMP SEAL FAIL			MOTOR 1 LEADS			MT1 MOTOR 1		G N D	MOTOR 2 LEADS			MT2 MOTOR 2		G N D

TS1 TERMINAL SCHEDULE

JUMPERS

1	2	3	4	5	6	7	8
FS1 ALL OFF		FS2 CALL LEAD		FS3 CALL LAG		FS4 HIGH ALARM	

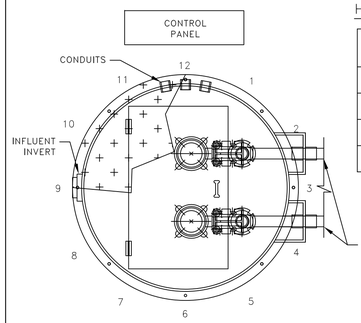
TS2 TERMINAL SCHEDULE

NOTES:

1. PANEL LABELED FOR U.L 508A "MOTOR CONTROL CENTERS" AND U.L. 698A "HAZARDOUS LOCATION PANELS" (INTRINSICALLY SAFE)
2. COMPLETE BACK-UP, SELF-CHARGING BATTERY, WITH VISUAL/AUDIO ALARM SYSTEM PER RSWF-45.
3. SEE CONTROL CENTER DETAIL SHEET FOR ANY ADDITIONAL NOTES.

✱✱ THIS SPACE AVAILABLE FOR CAPACITORS FOR SINGLE PHASE OR TRANSFORMER FOR 460V.

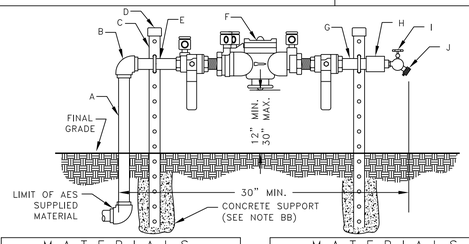
HUB AND INVERT LOCATION



ITEMS	CLOCK POSITION
DISCHARGE LINES	3:00
PRIMARY INVERT	X:00
SECONDARY INVERT	X:00
LOCATION OF CONTROL PANEL	X:00

SCHEMATIC BASED ON THE STATION'S DISCHARGE BEING LOCATED AT THE #3 CLOCK POSITION. SEE SCHEDULE FOR LOCATION OF INVERTS AND CONTROL PANEL. LOCATIONS SUBJECT TO CHANGE.

NOTE: BACKFILL AROUND LIFT STATION FROM ANTI-FLOATATION RING UP TO FINISHED GRADE SHALL BE COMMON FILL COMPACTED IN 12-INCH MAX. LIFTS TO 98% DENSITY PER AASHTO T-180. CONTRACTOR SHALL EXERCISE CARE NOT TO DAMAGE WETWELL DURING COMPACTION.



MATERIALS		
ITEM	QTY.	DESCRIPTION
A	1	3/4" x 36" S.S. NIPPLE
B	1	3/4" S.S. 90° ELBOW
C	2	1-5/8"x1-5/8"x40" S.S. SUPPORT BRACKET
D	2	SUPPORT BRACKET CAPS P/N 1867
E	2	3/4" S.S. PIPE BOLTS

MATERIALS		
ITEM	QTY.	DESCRIPTION
F	1	3/4" APP. BACKFLOW PREVENTER
G	1	3/4" x 6" S.S. NIPPLE
H	1	3/4" x 3/4" S.S. COUPLING
I	1	3/4" BRONZE HOSE BIB
J	1	3/4" VACUUM BREAKER

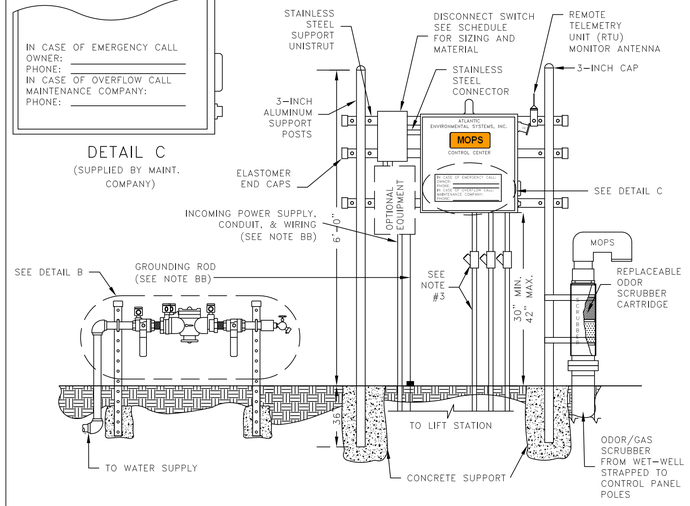
DETAIL B

R.P.Z. BACKFLOW PREVENTER ASSEMBLY DETAIL

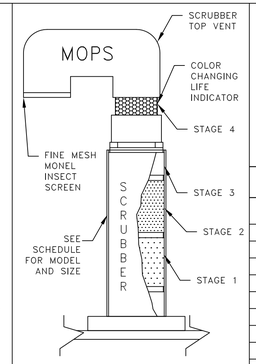
U.S.C. AND A.S.S.E. APPROVED N.T.S.

DETAIL C

(SUPPLIED BY MAINT. COMPANY)



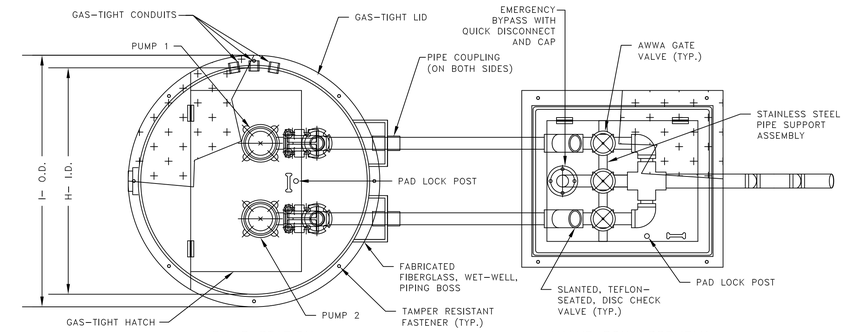
CONTROL CENTER ASSEMBLY AND INSTALLATION N.T.S.



DETAIL A

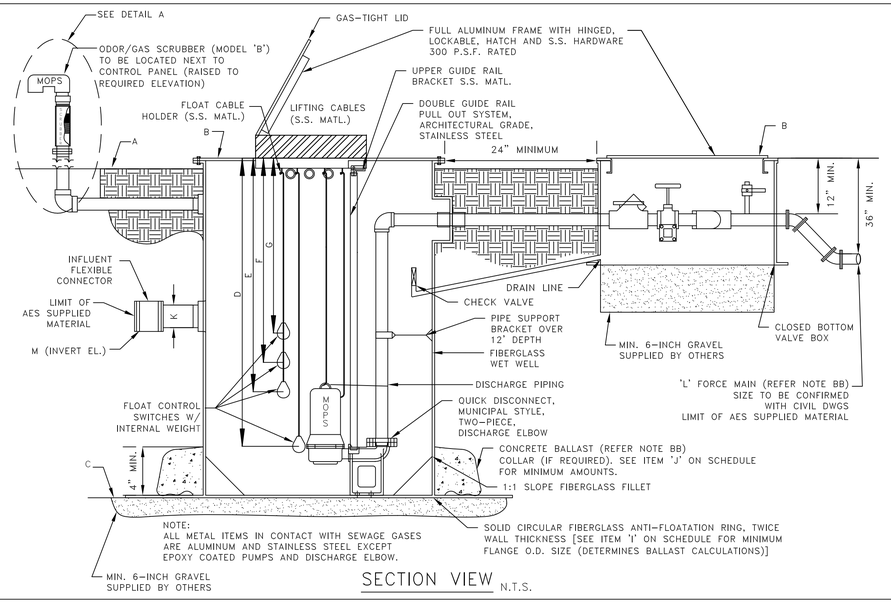
MOPS ODOR/GAS SCRUBBER

NOTES:
1. SCRUBBER DESIGNED TO REMOVE TOXIC SEWAGE GASES, H2S, AND OFFENSIVE ODORS SUCH AS SKATOLES AND MERCAPTANS.
2. SCRUBBER'S LIFE EXPECTANCY CALCULATIONS ARE INCLUDED IN SHOP DRAWING SUBMITTALS.
3. SCRUBBER UNIT CAN BE MOUNTED INSIDE WET-WELL OR TOP MOUNTED.
4. MODEL 'B' SHOWN.



PUMP STATION VALVE BOX ASSEMBLY

TOP VIEW N.T.S.



SECTION VIEW N.T.S.

MOPS

PRIVATE SERIES

MANUFACTURED ODORLESS PUMP STATION
ATLANTIC ENVIRONMENTAL SYSTEMS, INC.
LAKE WORTH, FL 33461
PH: (561) 547-8080 FAX: (561) 547-3999 ©2000

THIS DRAWING AND THE DESIGN CONTAINED HEREIN IS PROPRIETARY AND IS AND SHALL REMAIN THE PROPERTY OF ATLANTIC ENVIRONMENTAL SYSTEMS, INC. THIS DRAWING AND DESIGN SHOULD BE USED ONLY FOR THE PURPOSE FOR WHICH IT IS INTENDED, AND ONLY WITH WRITTEN AUTHORIZATION FROM ATLANTIC ENVIRONMENTAL SYSTEMS, INC. ANY REPRODUCTION, IN WHOLE OR IN PART, MUST CLEARLY SHOW THE ATLANTIC ENVIRONMENTAL NAME AND ADDRESS IN THE REPRODUCTION.

MOPS PUMP STATION SCHEDULE

MOPS SERIES		ITEM DESCRIPTION		
INITIAL DESIGN FLOW (G.P.M.)	TBD		100 YEAR FLOOD ELEVATION	TBD
INITIAL DESIGN HEAD (T.D.H.)	TBD		25 YEAR FLOOD ELEVATION	TBD
SECONDARY DESIGN FLOW (G.P.M.)	TBD	A	GRADE ELEVATION	TBD
SECONDARY DESIGN HEAD (T.D.H.)	TBD	B	TOP ELEVATION OF WET WELL	TBD
RATED PERFORMANCE SPEED	TBD	C	BOTTOM ELEVATION OF WET WELL	TBD
RATED MOTOR HORSEPOWER	TBD	D	ALL PUMPS OFF ELEVATION	TBD
SUBMERSIBLE PUMP TYPE (P-1,P-2)	TBD	E	LEAD PUMP ON ELEVATION	TBD
PUMP MODEL NUMBER	MOPS	F	LAG PUMP ON ELEVATION	TBD
SERVICE ENTRANCE VOLTAGE	TBD	G	HIGH ALARM ELEVATION	TBD
SERVICE ENTRANCE PHASE	TBD	H	INSIDE DIAMETER OF WET-WELL	TBD
CONTROL CENTER FULL LOAD AMPS	TBD	I	OUTSIDE DIAMETER OF ANTI-FLOATATION RING	TBD
NEMA 3R PAINTED STEEL DISCONNECT SWITCH, RATED AMPS	TBD	J	MINIMUM CUBIC FEET OF CONCRETE BALLAST (CU YDS)	000/(0)
WET WELL SCOURER SYSTEM	N/A	K	INVERT PIPE DIAMETER	TBD
REMOTE STATION MONITOR (TELEMETRY)	W/SA	L	FORCE MAIN DIAMETER	2"
ON-SITE GENERATOR SYSTEM	N/A	M	PRIMARY INVERT ELEVATION	TBD
		N	SECONDARY INVERT ELEVATION	N/A

MOPS EQUIPMENT IDENTIFICATION	QTY.	MODEL DESIGNATION
MOPS PUMP STATION	1	TBD
MOPS VALVE BOX ASSEMBLY (VBA)	1	VBA-22
MOPS ODOR/GAS SCRUBBER (OGS)	1	OGS-B
MOPS R.P.Z. ASSEMBLY	1	75
MOPS CONTROL CENTER	1	TBD
MOPS DISCONNECT SWITCH	1	TBD
MOPS CONTROL CENTER MOUNTING ASSEMBLY	1	CCMA-32AL
MOPS WET WELL SCOURER SYSTEM	0	N/A
MOPS REMOTE STATION MONITOR	1	PROVIDED WITH SERVICE AGREEMENT
1st YEAR SERVICE/MAINTENANCE CONTRACT	1	LEVEL 1 WITH REMOTE MONITOR
MOPS ON-SITE GENERATOR SYSTEM	0	N/A
MOPS FIELD SERVICE WORK	1	CONTROL INSTALLATION & START-UP

MOPS PUMP STATION COMPLIANCE NOTES:

THIS PUMP STATION DESIGN COMPLIES WITH THE FOLLOWING REQUIRED STANDARDS:

- STATE OF FLORIDA ENVIRONMENTAL PROTECTION STANDARDS
- FLORIDA ADMINISTRATIVE CODE (F.A.C.): 62-640.400- COLLECTION AND TRANSMISSION SYSTEMS
- NATIONAL ELECTRIC CODE (NEC) CLASS 1, DIVISION 1, GROUP D- HAZARDOUS LOCATIONS
- UNDERWRITER'S LABORATORIES (U.L.) 508A-MOTOR CONTROL CENTERS AND U.L. 698A-INSTRINSICALLY SAFE CONTROL CENTERS
- RECOMMENDED STANDARDS FOR WASTEWATER FACILITIES (2014 EDITION).

1. PUMPS ARE RATED BY FACTORY MUTUAL FOR CLASS 1, DIVISION 1, GROUP D ATMOSPHERES AS REQUIRED BY NEC.
2. THE CONTROL CENTER INCORPORATES INTRINSICALLY SAFE RELAYS AND IS LISTED TO UL 698A INTRINSICALLY SAFE FOR CLASS 1, DIVISION 1 ATMOSPHERES.
3. THE CONDUIT PROVIDED, ALONG WITH CONDUIT GAS-SEAL-OFFS, ARE RATED FOR CLASS 1, DIVISION 1 LOCATIONS.
4. THE WASTEWATER PUMPS AND THE CONTROL CENTER INCORPORATE A MECHANICAL SEAL FAILURE DETECTION AND NOTIFICATION SYSTEM.
5. THE CONTROL CENTER INCLUDES EITHER A REMOTE TELEMETRY UNIT (RTU) OR A SELF-CHARGING, BACK-UP ALARM SYSTEM TO OPERATE ON POWER FAILURE.
6. THE PUMP STATION INCORPORATES AN ODORLESS DESIGN WITH A SCRUBBER SYSTEM TO CONTROL TOXIC GASES AND ODORS FOR COMPLIANCE TO F.A.C. 62-604.400.
7. THE BOTTOM OF THE TOP RIM ELEVATION OF PUMP STATION MUST BE LOCATED AT A HIGHER ELEVATION THAN THE 25 YEAR FLOOD ELEVATION. THE LISTED 25 YEAR FLOOD ELEVATION PROVIDED BY SITE CIVIL ENGINEER.
8. THE BOTTOM ELEVATION OF THE MOPS CONTROL CENTER MUST BE LOCATED AT A HIGHER ELEVATION THAN THE 100 YEAR FLOOD ELEVATION. THE LISTED 100 YEAR FLOOD ELEVATION PROVIDED BY THE SITE CIVIL ENGINEER.

MOPS ENGINEERING NOTES:

AA. THE HORSEPOWER SHOWN ON THE SCHEDULE IS A MINIMUM HORSEPOWER REQUIREMENT BASED ON THE STATION'S DESIGN CRITERIA AND THE REQUIRE TORQUE. (LOWER RATED HORSEPOWER EQUIPMENT WILL NOT BE ACCEPTABLE.)
BB. THESE ITEMS ARE NOT SUPPLIED BY A.E.S. WITH THE MOPS STATION.
CC. INVERT ELEVATIONS BASED ON INSIDE BOTTOM OF PIPE.
DD. THE MOPS CONTROL ASSEMBLY CONSISTS OF THE FOLLOWING: CONTROL CENTER DISCONNECT SWITCH, MOUNTING ASSEMBLY, ELECTRICAL CONDUITS, AND SEAL-OFF. THESE ITEMS MUST BE SUPPLIED AND INSTALLED BY THE MOPS PUMP STATION MANUFACTURER TO VALIDATE MOPS WARRANTY PROGRAM.
EE. FOR STATIONS IN MIAMI-DADE COUNTY, THE MOPS PUMP STATION IS SUPPLIED WITH A REMOTE TELEMETRY MONITORING UNIT AND A.E.S. MAINTENANCE SERVICE. THE R.T.U. ALLOWS FOR MONITORING OF LAG ALARM, HIGH ALARM, AND POWER FAILURE PER CHAPTER 24.42.2(5). THE R.T.U. IS EQUIPPED WITH A BATTERY BACK UP AND IS INSTALLED ABOVE THE 100 YEAR FLOOD ELEVATION.

THE MOPS WASTEWATER PUMP STATION DESIGN AND EQUIPMENT SHOWN ON THIS DRAWING HAS BEEN REVIEWED, PERMITTED, AND CERTIFIED AS COMPLYING WITH ALL THE STATE OF FLORIDA D.E.P. AND LOCAL REQUIREMENTS. ANY SUBSTITUTION FROM THIS DESIGN MAY REQUIRE NEW PERMITS, APPLICATION FEES, AND ENGINEERING SERVICES FOR RE-CERTIFICATION AND DESIGN REVIEW.

P.E. CERTIFICATION:

Bonnie McLeod, P.E., Lic # 70797 V.P. of Engineering
Atlantic Environmental Systems, Inc., Certificate # 26398
2244 4th Ave. North, Lake Worth, Florida 33461
Ph: 561-547-8080 Fax: 561-547-3999

REVISION	DATE
--	--/--/--
--	--/--/--
--	--/--/--
--	--/--/--

Project: PORT ST. LUCIE PUBLIC WORKS COMPOUND
Prepared For: BOWMAN CONSULTING GROUP
301 SE OCEAN BLVD., SUITE 301, STUART, FL 34994

AES Project No: 1867
Date: 10/18/2022

Page No. LS-1

City of Port St. Lucie
Planning and Zoning Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34984

PSL Public Works Facility Landscape Buffer Wall Modification Application

Dear Members of the Planning and Zoning Board,

The City of Port St. Lucie is proposing to redevelop the existing Public Works Facility at the corner of Bayshore Blvd and Thornhill Ave. The new Public Works Compound will be constructed in three phases. Phase 1 will consist of a new administration building with altered parking and a retention area.

There are residential homes across Bayshore Blvd to the east of the property which triggers the requirement for a buffer wall. The City is proposing to move the existing buildings further west and install a densely vegetated landscape buffer be installed in place of a buffer wall. This landscape buffer will be implemented as part of Phase 2 of the project, when the existing warehouse buildings abutting Bayshore Blvd are demolished and replaced with two retention areas and a lake.

We respectfully request the "Exemption or modification to landscape buffer wall requirement" set forth in Section 154.12 of the Landscaping code based on the following criteria:

1. The total area dedicated to a buffer will be greater than what the code would impose without the modification. Please refer to the Landscaping Plan being provided with this application.
2. Outdoor activities within the site will be carried out during normal daytime business hours.
3. Natural and man-made features will provide additional distance and separation from the structures in the compound. The 100' Bayshore Blvd right of way currently separates the residential houses from the compound. In addition, as part of the renovation, the structures abutting Bayshore Blvd will be demolished and replaced with a new warehouse building will be located further away from the residences, providing a 400-foot separation from the residences. An existing and smaller fueling station canopy and a car wash canopy are located approximately 160 feet away from the Bayshore Blvd right of way, or approximately 260 feet away from the nearest residential building.

Based on meeting the above criteria we thank you in advance for considering a Wall Modification for the above.

Regards,

OCTAVIO 'OATS' REIS, PE
Principal - Sr. Project Manager **| BOWMAN**

301 SE Ocean Blvd.; Suite 301, Stuart, FL 34994
O: 772.283-1413 | D: 772.678.4330 |M: 772.485.0856
oreis@bowman.com | bowman.com |

Fusion Planning Public Works Stephen Mayer

Planning / Applications / P#: P22-345

Application | Comments | Submittals | Meetings | Allowed Users | BlueBeam | History | Fees | Conditions | Files | Reports

Save

Project Name:
City of PSL-Public Works Facility

Management/Property Information | Reviewers

Management

Project Type: *
LANDSCAPE BUFFER WALL ...

Status:
SUBMITTED

Approved Date:

Project Number: *
P22-345

Amended Number:

Utility File Number:

Building Type :
Select...

Primary Email Address:
tlyons@bowman.com

Describe Request:
A landscape buffer wall modification for the Port St. Lucie Public Works Compound. The requested landscape buffer wall will run along Bayshore Blvd, along the east side of the facility.

Check this if Exempt from Public Records Request:

Property Information

Address:
Bayshore Blvd

Project Site Location:
450 SW Thornhill Dr. Port St Lucie

City Section:
18

Block:

Lot:
Tr O & P

Legal Description:
See Attached

Parcel Number
3420-585-0013-000-1
3420-585-0014-000-8
3420-585-3297-000-6

Current Land Use: GENERAL COMMERCIAL

Current Zoning: CG - GENERAL COMMERICAL

Proposed Zoning: Select...

Utility Provider: Select...

Acreage:

Administrative:

Architectural Elevations:

Agent/Applicant | Property Owners | Authorized Signatory of Corporation | Project Architect/Engineer

Agent First Name: Octavio "Oats"

Agent Last Name: Reis

Agent Business Name: Bowman Consulting (

Agent Phone: (772) 283-1413

Agent Address: 301 SE Ocean Blvd Suite 301

Agent City: Stuart

Agent State: FLORIDA

Agent Zip: 34994

Agent Email: oreis@bowman.com

Save

© 2022 Port St. Lucie I.T.

Property Appraiser's Parcel I.D. # _____

1132785

Rec Fee $ 23.50 DOUGLAS DIXON
Doc Assume $ _____ St. Lucie County
Doc Tax $ 6.0 Clerk Circuit Court
Int Tax $ _____ By OD
Total $ 29.50 Deputy Clerk

SPECIAL WARRANTY DEED

THIS DEED is made as of the 6th day of September, 1991, between **GENERAL DEVELOPMENT CORPORATION**, a Delaware corporation, as debtor-in-possession under U.S. Bankruptcy Court Case No. 90-12231-BKC-AJC (the "Grantor"), whose address is 2601 South Bayshore Drive, Miami, Florida 33133, and **THE CITY OF PORT ST. LUCIE**, a Florida municipal corporation (the "Grantee"), whose taxpayer identification number is 59 614 1602 and whose address is 121 Southwest Port St. Lucie Boulevard, Port St. Lucie, Florida 43984-5099.

W I T N E S S E T H:

Grantor, in consideration of Ten ($10.00) Dollars and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell, to Grantee, and Grantee's heirs, successors and assigns forever, the following property located in Sarasota County, Florida (the "Property"), to-wit:

See Exhibit "A" attached hereto and
by this reference made a part hereof

SUBJECT TO:

1. Unpaid taxes and assessments.
2. All laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations.
3. Easements, conditions restrictions, matters, limitations and reservations of record, without hereby reimposing the same.
4. Matters which would be disclosed by an accurate survey of the Property.

TO HAVE AND TO HOLD unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.

Grantor hereby specially warrants the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Name: M.O. Sherman

Name: Steven Goldman

GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, as debtor-in-possession under Bankruptcy Court Case No. 90-12231-BKC-AJC

By: _____
GORDON J. PFERSICH,
Senior Vice-President

Address: 2601 South Bayshore Drive
Miami, Florida 33133

STATE OF FLORIDA)
)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 5th day of September, 1991, by GORDON J. PFERSICH, as Senior Vice-President of GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, as debtor-in possession under Bankruptcy Court Case No. 90-12231-BKC-AJC, on behalf of said corporation.

My Commission Expires:
4/21/92

Notary Public, State of Florida
Name: Steven Goldman

This instrument was prepared by Steven E. Goldman, Esq. of Greenberg, Traurig, Hoffman, Lipoff, Rosen & Quentel, P.A. 1221 Brickell Avenue, Miami, Florida 33131

OR BK 0754 PAGE 0791

Return to:
GOLDMAN BRUNING & ANGELOS, P.A.
ATTORNEYS AT LAW
Law and Finance Building
10570 U.S. Highway One
Port St. Lucie, FL 34952
Courier Box 89

EXHIBIT "A-1"

Port St. Lucie Settlement Agreement - EXHIBIT C
(GDC Parcel II) -- Item 24

LEGAL DESCRIPTION:

That portion of Sections 2, 3 and 10, Township 37 South, Range 40 East, St. Lucie County, Florida, being bounded as follows:

On the east by the westerly Right-of-Way line of MIDPORT ROAD as shown on the plat of SOUTH PORT ST. LUCIE UNIT FIFTEEN as recorded in Plat Book 16 at Pages 42 and 42A through 42F of the Public Records of St. Lucie County, Florida, said westerly Right-of-Way line also being the westerly limits of the said plat of SOUTH PORT ST. LUCIE UNIT FIFTEEN; on the south by the north line of a Warranty Deed as recorded in Official Records Book 394 at Page 1554 of the Public Records of St. Lucie County, Florida; on the west by a portion of the easterly limits of a Special Warranty Deed as recorded in Official Records Book 617 at Page 1043 of the Public Records of St. Lucie County, Florida and on the north by the following described line lying between said Official Records Book 617 at Page 1043 and the said plat of SOUTH PORT ST. LUCIE UNIT FIFTEEN:

COMMENCING at the intersection of the west line of said Section 2 with the westerly Right-of-Way of said MIDPORT ROAD; thence N40°44'55"E, along the westerly Right-of-Way line of said MIDPORT ROAD, also being the westerly limit of the said plat of SOUTH PORT ST. LUCIE UNIT FIFTEEN, for 329.32 feet to a Point of Curvature of a circular curve to the right; thence northeasterly along the arc of said curve having a radius of 3075.00 feet and a central angle of 01°32'48" for an arc distance of 83.01 feet to the POINT OF BEGINNING of the following described line; thence N47°42'17"W, radial to the last described curve, for 296.75 feet to the easterly limit of the aforesaid Official Records Book 617 at Page 1043 and the POINT OF TERMINATION of said line.

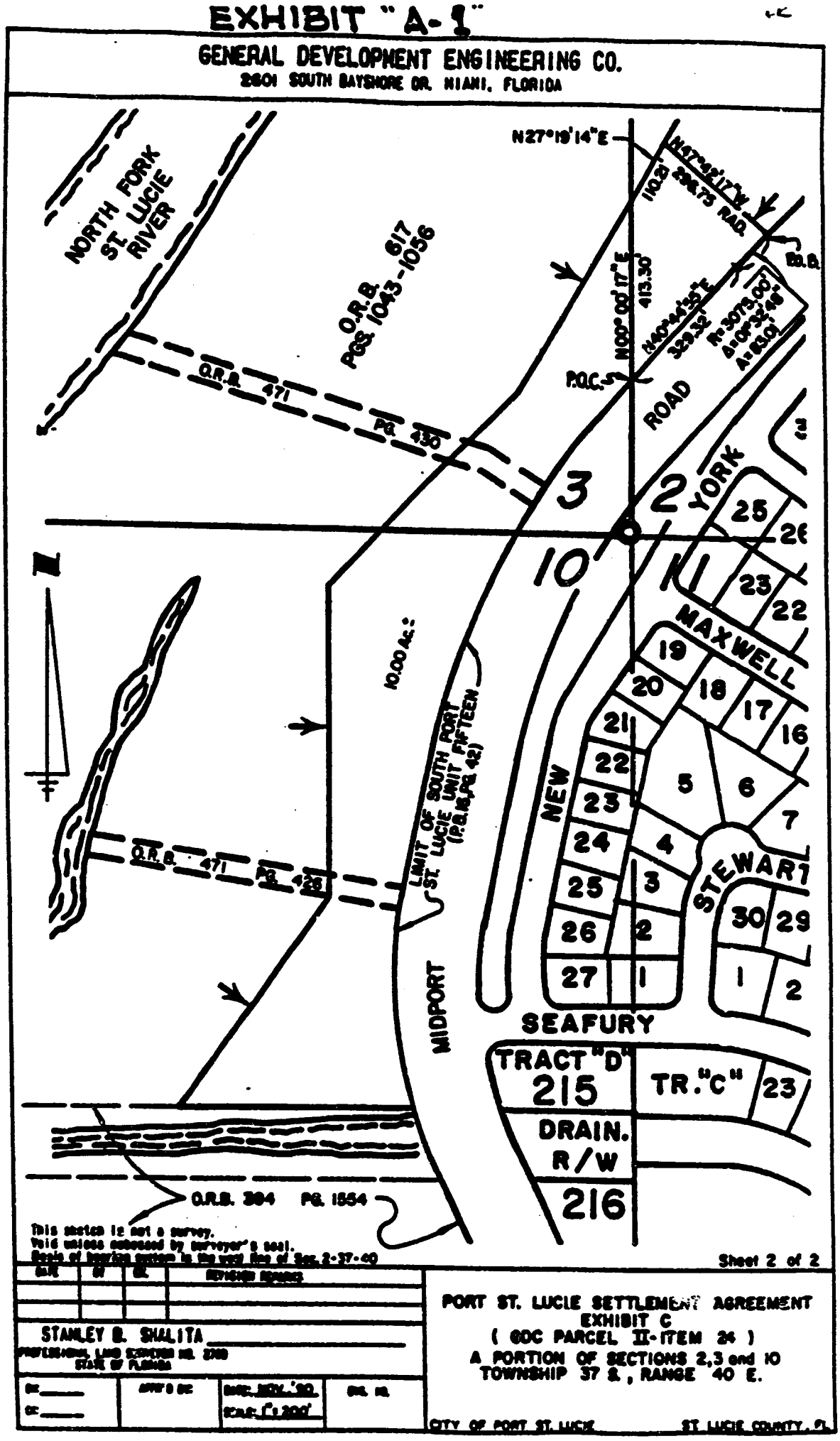
Said lands situate lying and being in the City of Port St. Lucie, St. Lucie County, Florida, containing 10.00 acres, more or less.

The above subject to any Easements and/or Rights-of-Way of record.

Sheet 1 of 2

(Exhibit A consists of Exhibit "A-1" through "A-6"
consisting of 15 pages)

EXHIBIT "A-1"


GENERAL DEVELOPMENT ENGINEERING CO.
2601 SOUTH BAYSHORE DR. MIAMI, FLORIDA
NORTH FORK ST. LUCIE RIVER
O.R.B. 617 PGS 1043-1056
O.R.B. 471 PG. 430
N27°19'14"E
1103'
N47°48'17"W
298.73' R&D
P.O.B.
N00°00'17"E
413.30'
N40°44'35"E
323.32'
R=3073.00'
Δ=06°32'48"
A=351.01'
P.O.C.
ROAD
3
2
YORK
25
26
10
1
23
22
MAXWELL
19
20
18
17
16
21
22
23
24
25
26
27
5
6
7
4
3
2
1
STEWART
30
29
1
2
NEW
MIDPORT
LIMIT OF SOUTH PORT ST. LUCIE UNIT FIFTEEN (P.B. 16, PG. 42)
10.00 AC.±
SEAFURY
TRACT "D"
215
TR. "C"
23
DRAIN. R/W
216
O.R.B. 384 PG. 1554
This sketch is not a survey.
Valid unless embossed by surveyor's seal.
Basis of bearing system is the west line of Sec. 2-37-40
Sheet 2 of 2
STANLEY B. SHALITA
PORT ST. LUCIE SETTLEMENT AGREEMENT
EXHIBIT C
(GDC PARCEL II-ITEM 24)
A PORTION OF SECTIONS 2,3 and 10
TOWNSHIP 37 S., RANGE 40 E.
CITY OF PORT ST. LUCIE
ST. LUCIE COUNTY, FL.

REVISED

EXHIBIT "A-2"

Port St. Lucie Agreement - EXHIBIT B
(GDC Parcel 1) -- Item 4

LEGAL DESCRIPTION:

A parcel of land lying in Sections 21, 22, 27 and 28, Township 37 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

SECTION 21

A portion of TRACT "QQ" lying in said Section 21 as shown on the plat of PORT ST. LUCIE SECTION THIRTY NINE and recorded in Plat Book 15 at Pages 30 and 30A through 30NN of the Public Records of St. Lucie County, Florida, and the South 1000 feet of the East 1500 feet of the S.E. 1/4 of said Section 21 and also that 80.00 foot wide strip of land as described on Page 2658 of a Warranty Deed as recorded in Official Records Book 456 at Pages 2655 through 2661 of the Public Records of St. Lucie County, Florida,.

LESS AND EXCEPTING THEREFROM any of the above lying within that certain property as described in a Warranty Deed as recorded in Official Records Book 456 at Pages 2655 through 2661 of the Public Records of St. Lucie County, Florida, AND ALSO LESS that portion of land lying South of SNOW ROAD as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE and North of POND A-1 as described in said Official Records Book 456 at Pages 2655 through 2661.

SECTION 22

All of the N.W. 1/4 of said Section 22 lying West of the Westerly Right-of-Way line of the South Florida Water Management District Canal C-23A and lying Northeasterly of the Easterly Right-of-Way line of EAST SNOW ROAD as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE; also all of the S.W. 1/4 of said Section 22 lying Southeasterly of the Southeasterly Right-of-Way line of said EAST SNOW ROAD and also that portion of Government Lot 4 lying South of BLAKESLEE CREEK and north of WINTER'S CREEK.

Subject to a reservation for a drainage Right-of-Way of a 50.00 foot strip of land lying Easterly of said EAST SNOW ROAD and being the Easterly extension of that certain drainage Right-of-Way lying within Block 2688 as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE.

LESS AND EXCEPT the Right-of-Way of KYLE ROAD and PACE DRIVE as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE.

ALSO LESS AND EXCEPT from said Section 22 that Parcel of land recorded in Official Records Book 620 at Pages 1636 and 1637 of the Public Records of St. Lucie County, Florida.

ALSO LESS AND EXCEPT from said Section 22 that Special Warranty Deed (Access Road) dated June 26, 1985 and recorded in Official Records Book 470 at Pages 2396 through 2398 of the Public Records of St. Lucie County, Florida.

ALSO LESS AND EXCEPT from said Section 22 that Corrective Special Warranty Deed, dated November 2, 1989 and recorded in Official Records Book 662 at Pages 1213 through 1215 of the Public Records of St. Lucie County, Florida.

ALSO LESS AND EXCEPTING THEREFROM any of the above lying within that certain property as described in a Warranty Deed as recorded in Official Records Book 456 at Pages 2655 through 2661 of the Public Records of St. Lucie County, Florida, BUT NOT LESS that 80.00 foot wide strip of land as described on Page 2658 of said Warranty Deed, AND ALSO LESS that portion of land lying East of SNOW ROAD as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE and West of POND A-1 as described in said Official Records Book 456 at Pages 2655 through 2661.

OR BK 0754 PAGE 0794

EXHIBIT "A-2"

Port St. Lucie Agreement - EXHIBIT B
(GDC Parcel 1) -- Item 4

ALSO LESS AND EXCEPTING THEREFROM any portion of BLAKESLEE CREEK lying within said Section 22.

ALSO LESS AND EXCEPTING THEREFROM that portion of Government Lot 4 of said Section 22 lying southeasterly of WINTER'S CREEK.

ALSO LESS AND EXCEPT from the above described parcel in said Section 22, that certain parcel of land (Conservation Easement) described in Official Records Book 480 at Page 2006 of the Public Records of St. Lucie County, Florida.

SECTION 27

All of that certain TRACT "QQ" (as shown on the LOCATION MAP of the cover sheet but not shown on sheets 22,23 and 25) on the said plat of PORT ST. LUCIE SECTION THIRTY NINE, lying in said Section 27, lying northerly of the northerly Right-of-Way line of that certain 100.00 foot wide DRAINAGE RIGHT-OF-WAY (as shown on said sheet 22) lying northerly of another TRACT "QQ" (said additional TRACT "QQ" lying northerly of REAM CIRCLE) and that portion of said TRACT "QQ" lying northerly of the northerly limits of WINTER'S CREEK (assumed to be the 2.0 foot elevation contour line as shown on the attached sheet 5) continuing eastward from the northerly Right-of-Way line of said certain 100.00 foot wide DRAINAGE RIGHT-OF-WAY (from where it ends as shown on said sheet 22) along said 2.0 foot contour line to the north line of said Section 27 and containing 17 acres, more or less.

LESS AND EXCEPTING THEREFROM any of the above lying within that certain property as described in a Warranty Deed as recorded in Official Records Book 456 at Pages 2655 through 2661 of the Public Records of St. Lucie County, Florida.

SECTION 28

That portion of TRACT "QQ", lying in said Section 28 as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE, lying northerly and westerly of that certain DRAINAGE RIGHT-OF-WAY dividing said TRACT "QQ" into several different parcels.

TOGETHER WITH

That portion of said TRACT "QQ" lying westerly of REAM CIRCLE, easterly of a DRAINAGE RIGHT-OF-WAY and southerly of the northwesterly extension of the common lot line of Lots 1 and 22 of Block 2713 of the said plat of PORT ST. LUCIE SECTION THIRTY NINE.

LESS AND EXCEPTING THEREFROM any of the above lying within that certain property as described in a Warranty Deed as recorded in Official Records Book 456 at Pages 2655 through 2661 of the Public Records of St. Lucie County, Florida.

Said lands situate, lying and being in the City of Port St. Lucie, St. Lucie County, Florida, and containing 240 acres, more or less.

All of the above subject to any Easements and/or Rights-of-Way of record.

EXHIBIT "A-2"

Port St. Lucie Agreement - EXHIBIT B
(GDC Parcel 1) -- Item 4

Sheet 3 Of 5

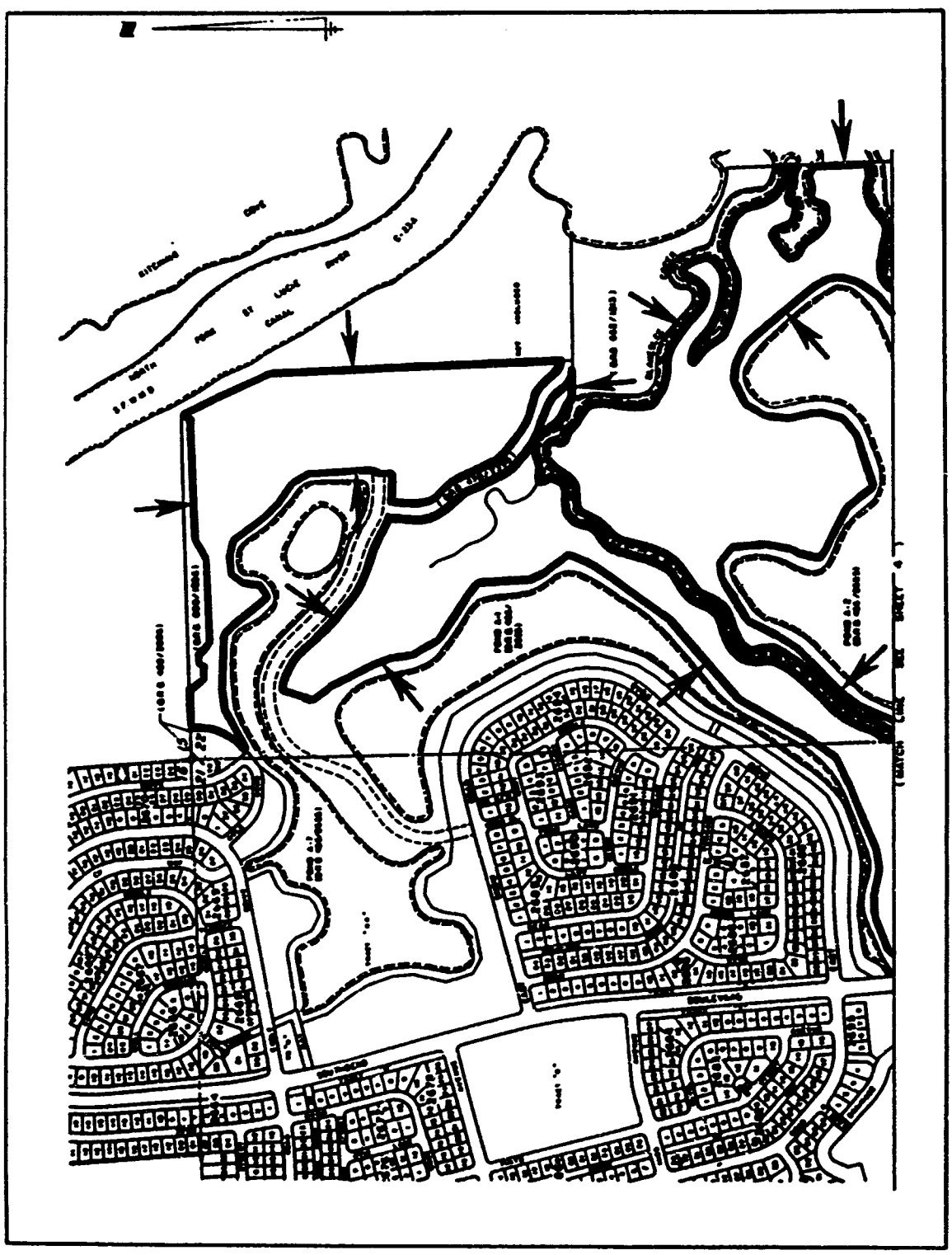


EXHIBIT "A-2"

Port St. Lucie Agreement - EXHIBIT B
(GDC Parcel 1) -- Item 4

Sheet 4 Of 5

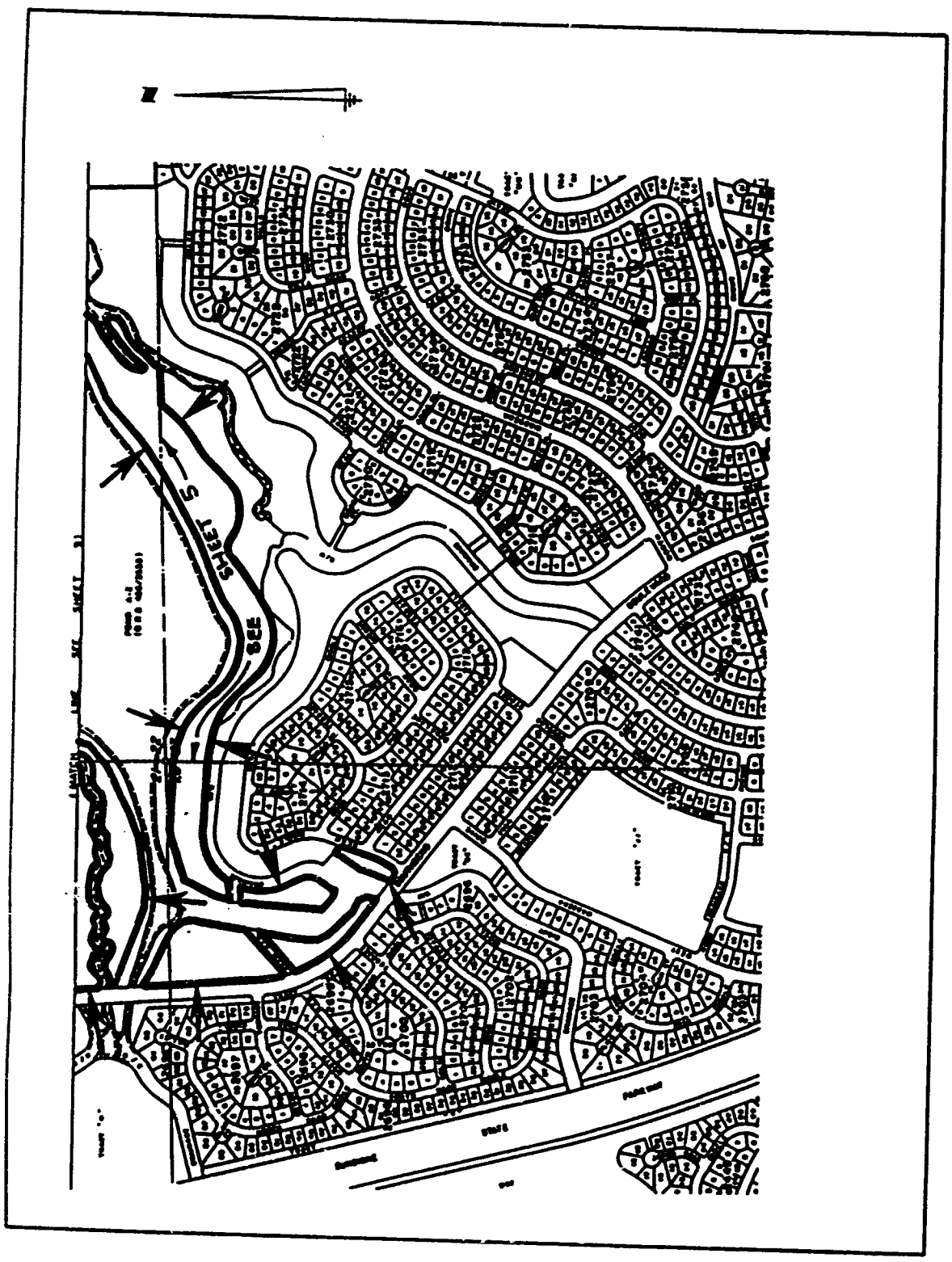


EXHIBIT "A-2"

Port St. Lucie Agreement - EXHIBIT B
(GDC Parcel 1) -- Item 4

Sheet 5 Of 5

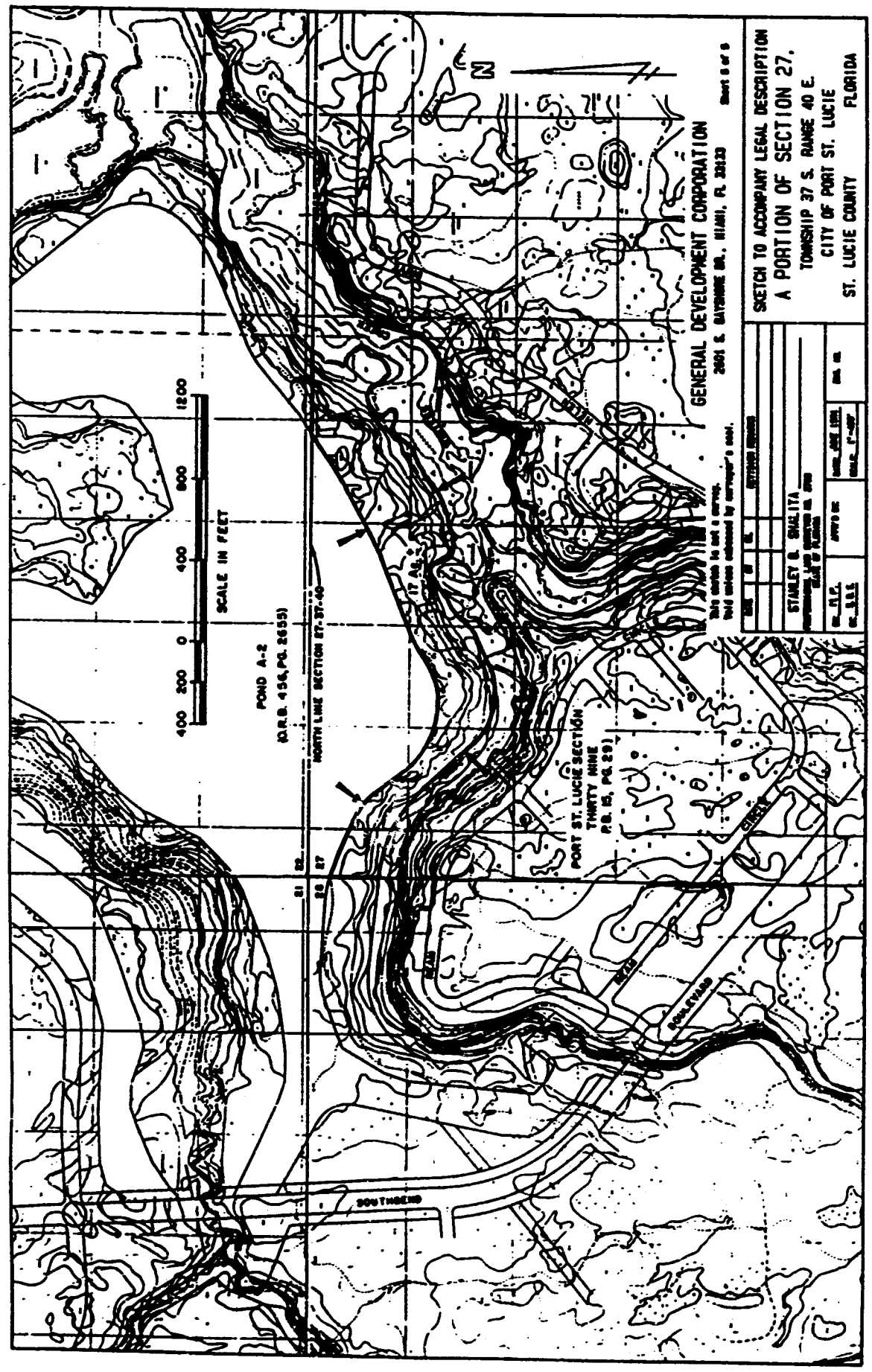


EXHIBIT "A-3"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 1

LEGAL DESCRIPTION:

The South 262.18 feet of TRACT "L" as shown on the Plat of PORT ST. LUCIE SECTION THIRTY THREE as recorded in Plat Book 15 at Pages 1 and 1A through 1V of the Public Records of St. Lucie County, Florida.

Said lands situate, lying and being in the City of Port St. Lucie, St. Lucie County, Florida, and containing 3.00 acres, more or less.

The above subject to any Easements and/or Rights-of-Way of record and that certain Warranty Deed issued by G.D.C. to Southern Bell Telephone & Telegraph and recorded in O.R. Book 425, page 1.
less the property conveyed by

Sheet 1 of 1

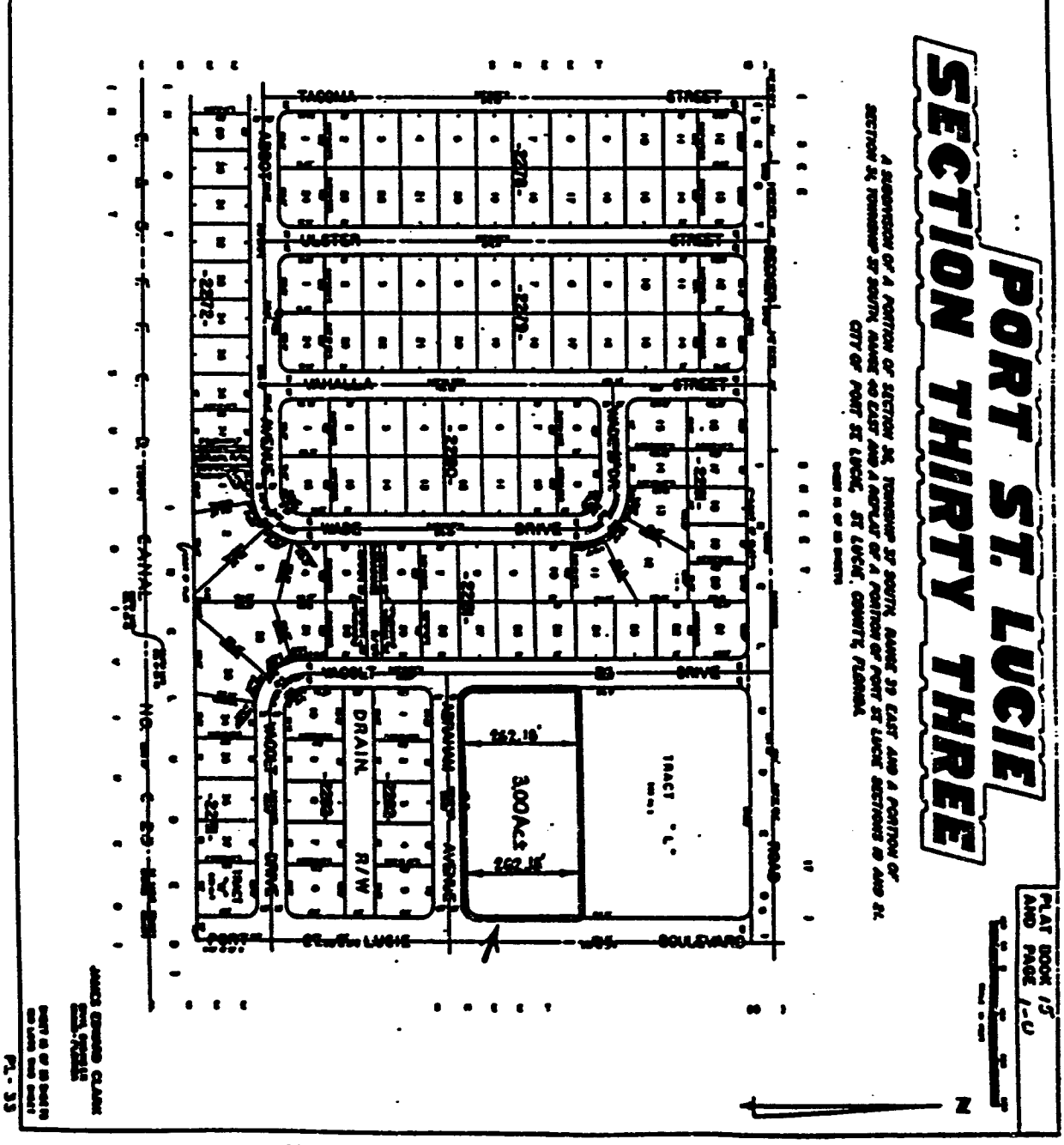


EXHIBIT "A-4"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 2

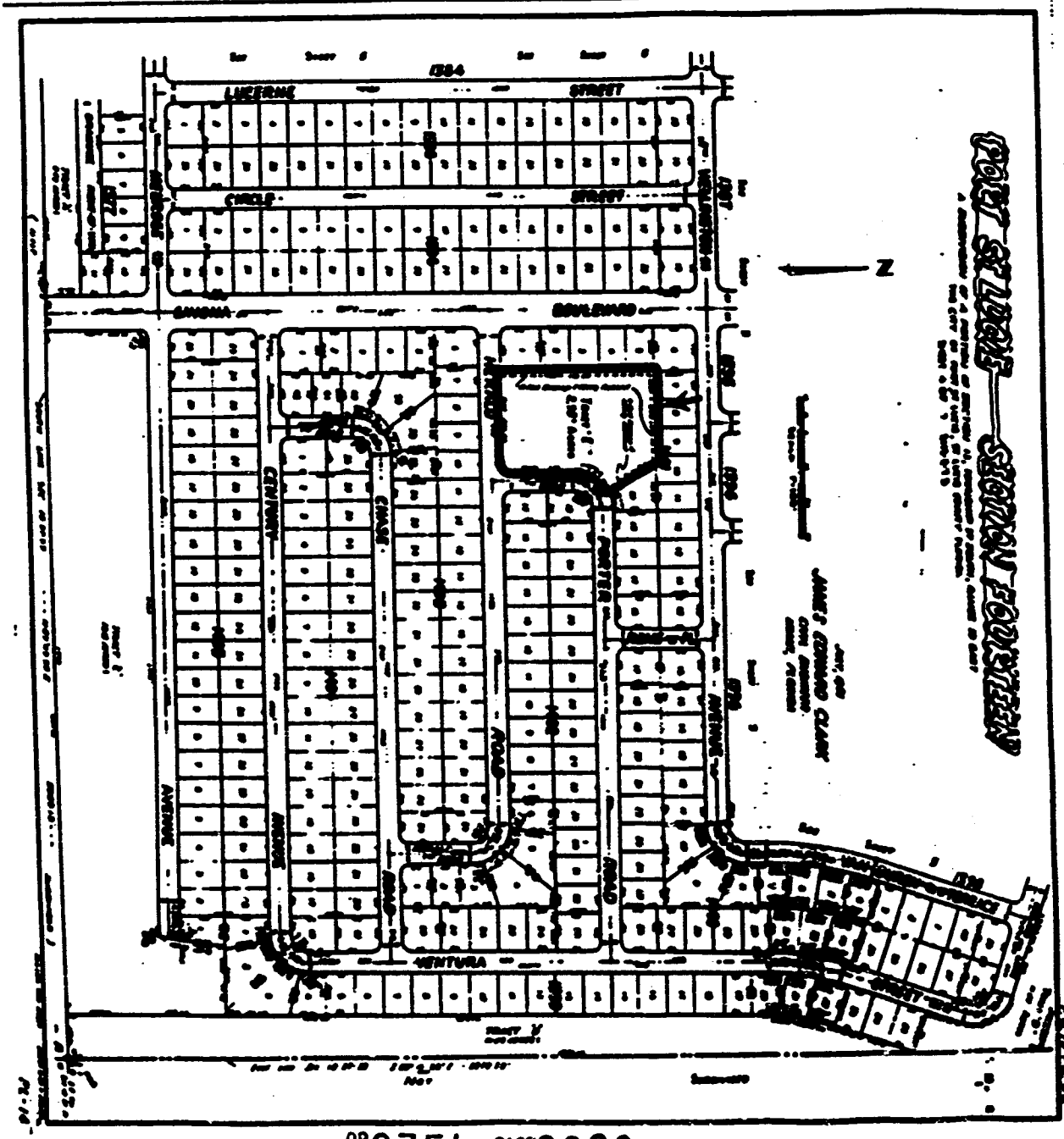
LEGAL DESCRIPTION:

TRACT "E" as shown on the plat of PORT ST. LUCIE SECTION FOURTEEN as recorded in Plat Book 13 at Pages 5 and 5A through 5F of the Public Records of St. Lucie County, Florida.

Said lands situate, lying and being in the City of Port St. Lucie, St. Lucie County, Florida and containing 2.93 acres, more or less.

The above subject to any Easements and/or Rights-of-Way of record.

Sheet 1 of 1



OR BK 0754 PAGE 0800

EXHIBIT "A-5"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 3

LEGAL DESCRIPTION:

All of TRACT "P" according to the plat of PORT ST. LUCIE SECTION EIGHTEEN as recorded in Plat Book 13 at Page 17 of the Public Records of St. Lucie County, Florida.

LESS AND EXCEPT

That portion of said TRACT "P" conveyed to the Florida State Turnpike Authority as described in Official Records Book 225 at Page 288 of the Public Records of St. Lucie County, Florida.

Said lands situate, lying and being in the City of Port St. Lucie, St. Lucie County, Florida and containing 1.43 acres, more or less.

The above subject to any Easements and/or Rights-of-Way of record.

Sheet 1 of 1

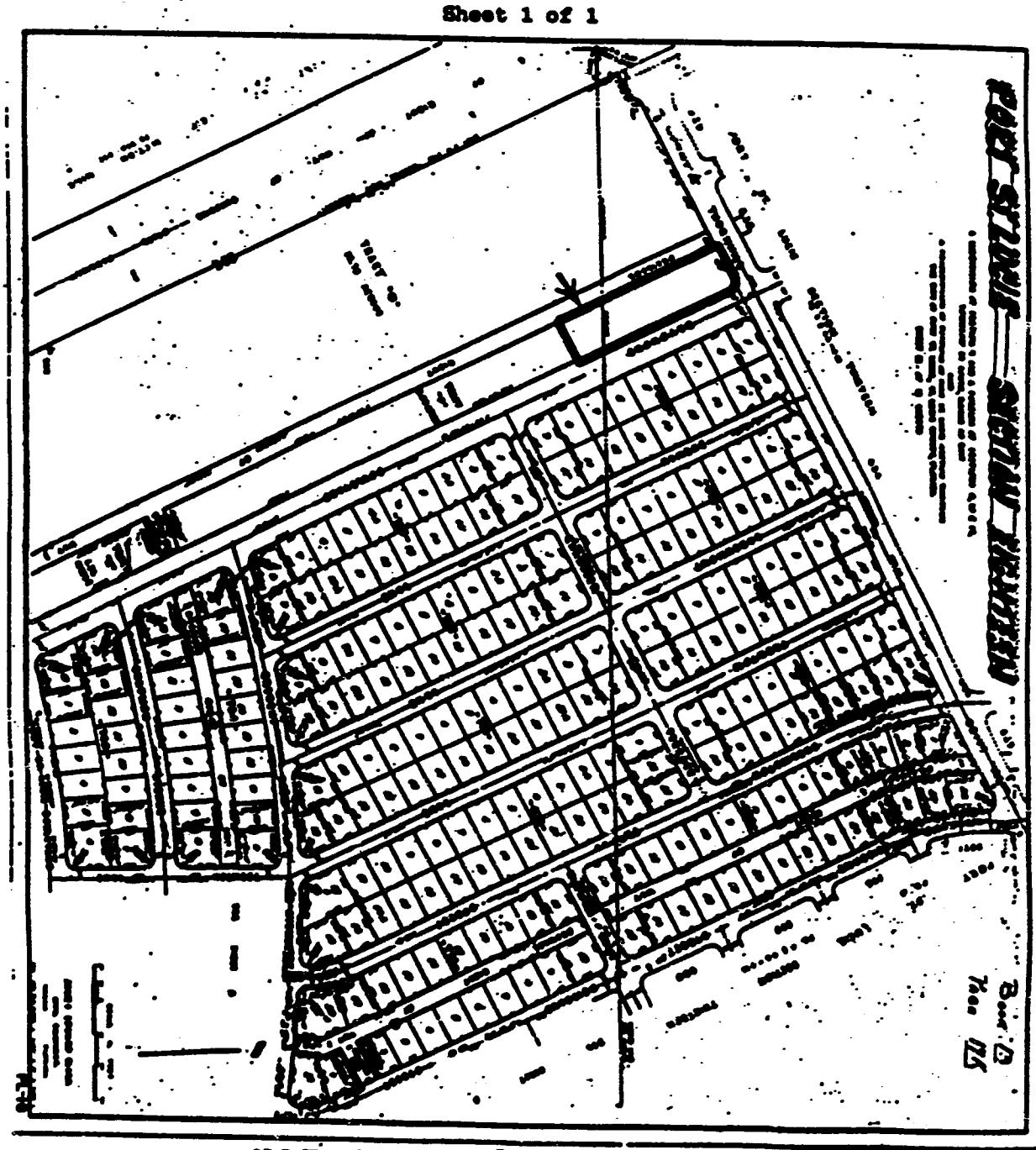


EXHIBIT "A-6"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 6

LEGAL DESCRIPTION:

TRACT "D" and "E" as shown on the plat of PORT ST. LUCIE SECTION SIXTY-TWO as recorded in Plat Book 23 at Pages 41 and 41A through 41H of the Public Records of St. Lucie County, Florida.

TOGETHER WITH

A parcel of land lying in Sections 30 and 31, Township 36 South, Range 41 East, all being more particularly described as follows:

Section 30

All of Lots 9, 10, 11 and 12, Block 4, as shown on the plat of PLAT NO. 1 SAINT LUCIE GARDENS as recorded in Plat Book 1 at Page 35 of the Public Records of St. Lucie County, Florida, lying Southwesterly of the following described line; BEGINNING at the Northwest corner of said Lot 9, run in a Southeasterly direction to the Southeast corner of said Lot 12 and the POINT OF TERMINATION, said line also being a portion of the West line of the lands described in Official Records Book 284 at Page 372 of the Public Records of St. Lucie County, Florida.

Section 31

All of Lots 5 through 12, inclusive, Block 1, lying contiguous with and West of the West line of the lands described in said Official Records Book 284 at Page 372 and all of Lots 1, 2, 15 and 16, Block 2, all as shown on the said plat of PLAT NO. 1 SAINT LUCIE GARDENS.

Said lands situate, lying and being in the City of Port St. Lucie, St. Lucie County, Florida and containing a total of 158.81 acres, more or less.

All of the above subject to any easements, canal Rights-of-Way, and/or public Rights-of-Way of record.

Sheet 1 of 5

EXHIBIT "A-6"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 6

Sheet 2 of 5

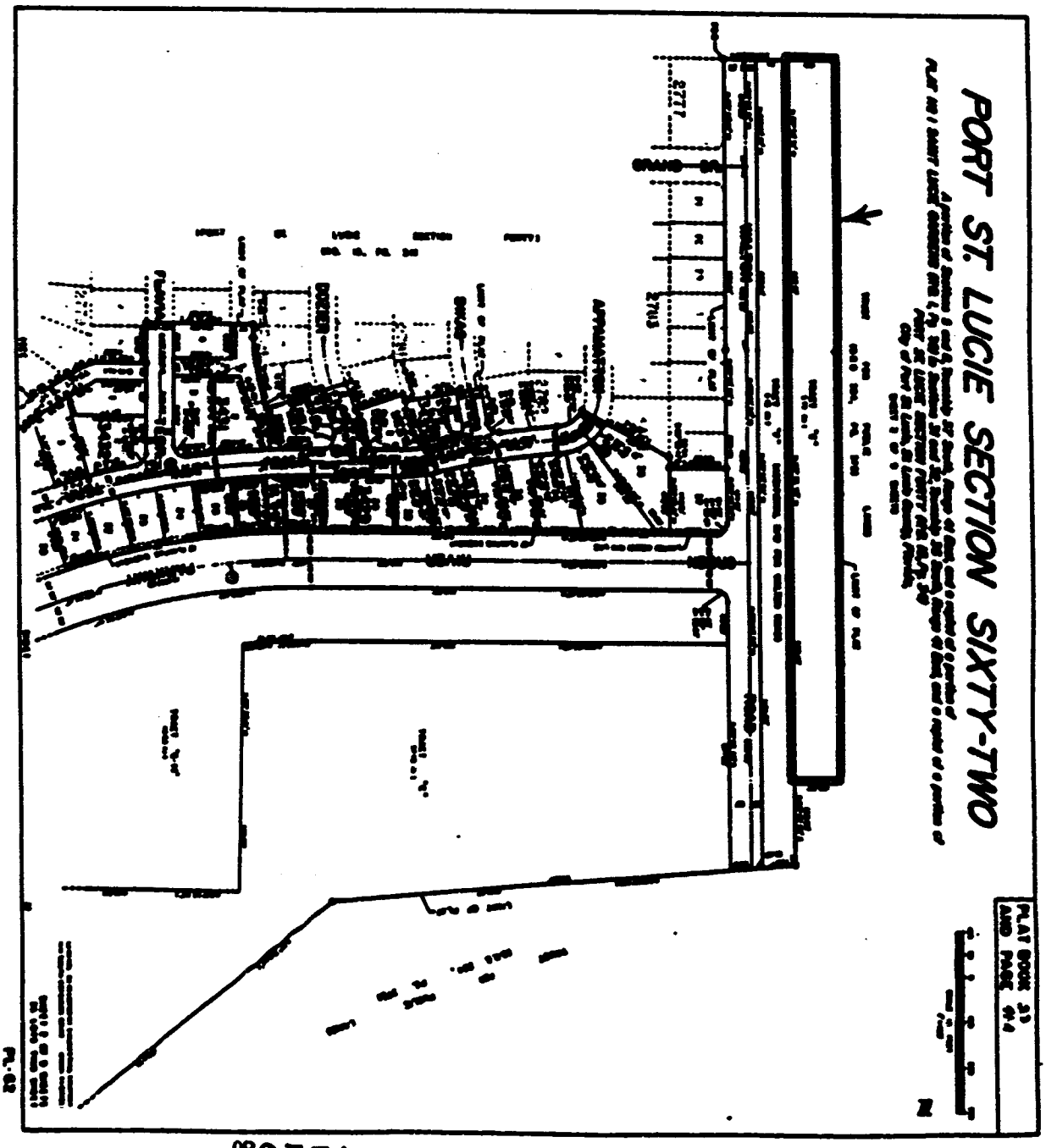


EXHIBIT "A-6"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 6

Sheet 3 of 5

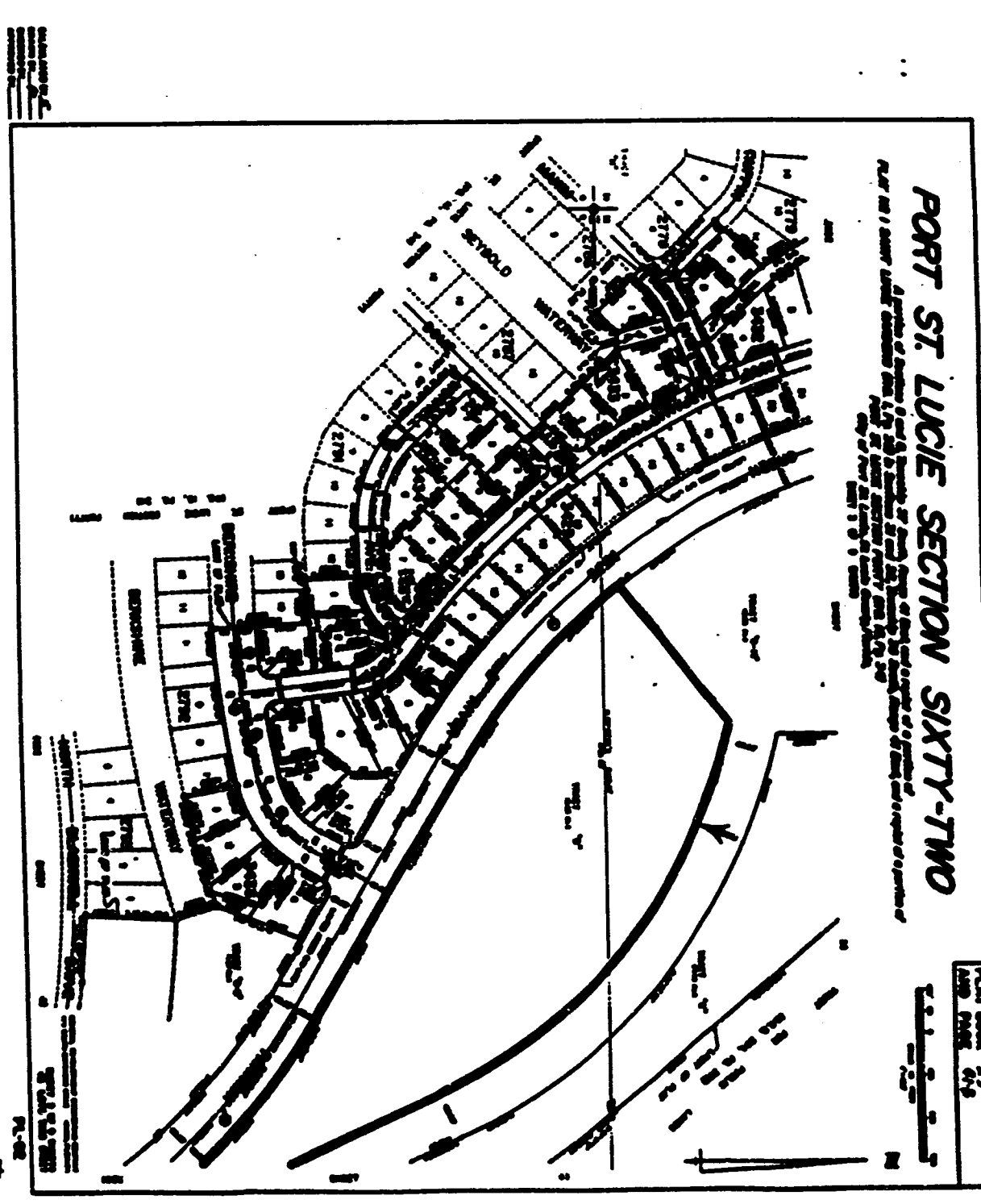
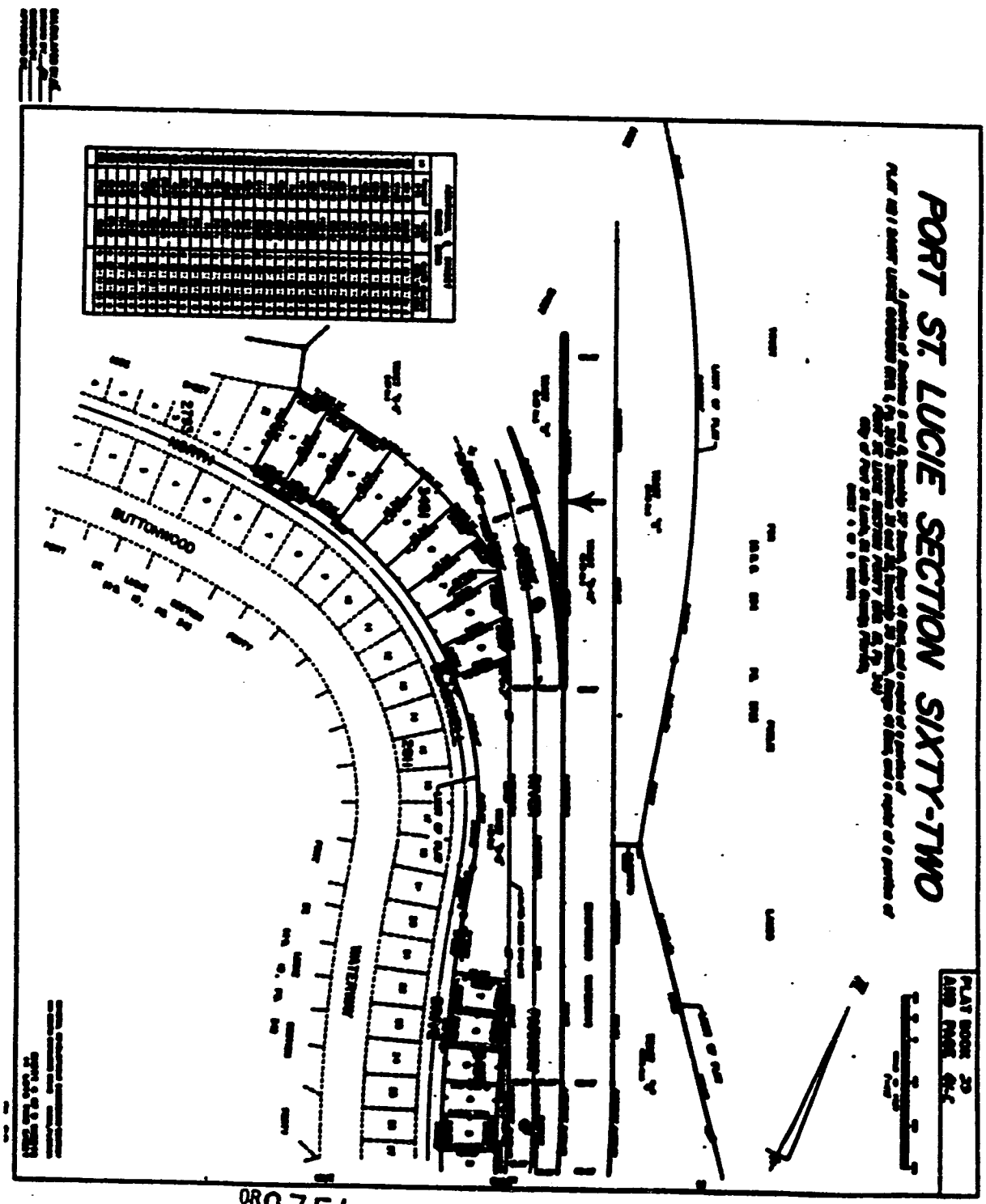


EXHIBIT "A-6"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) — Item 6

Sheet 4 of 5



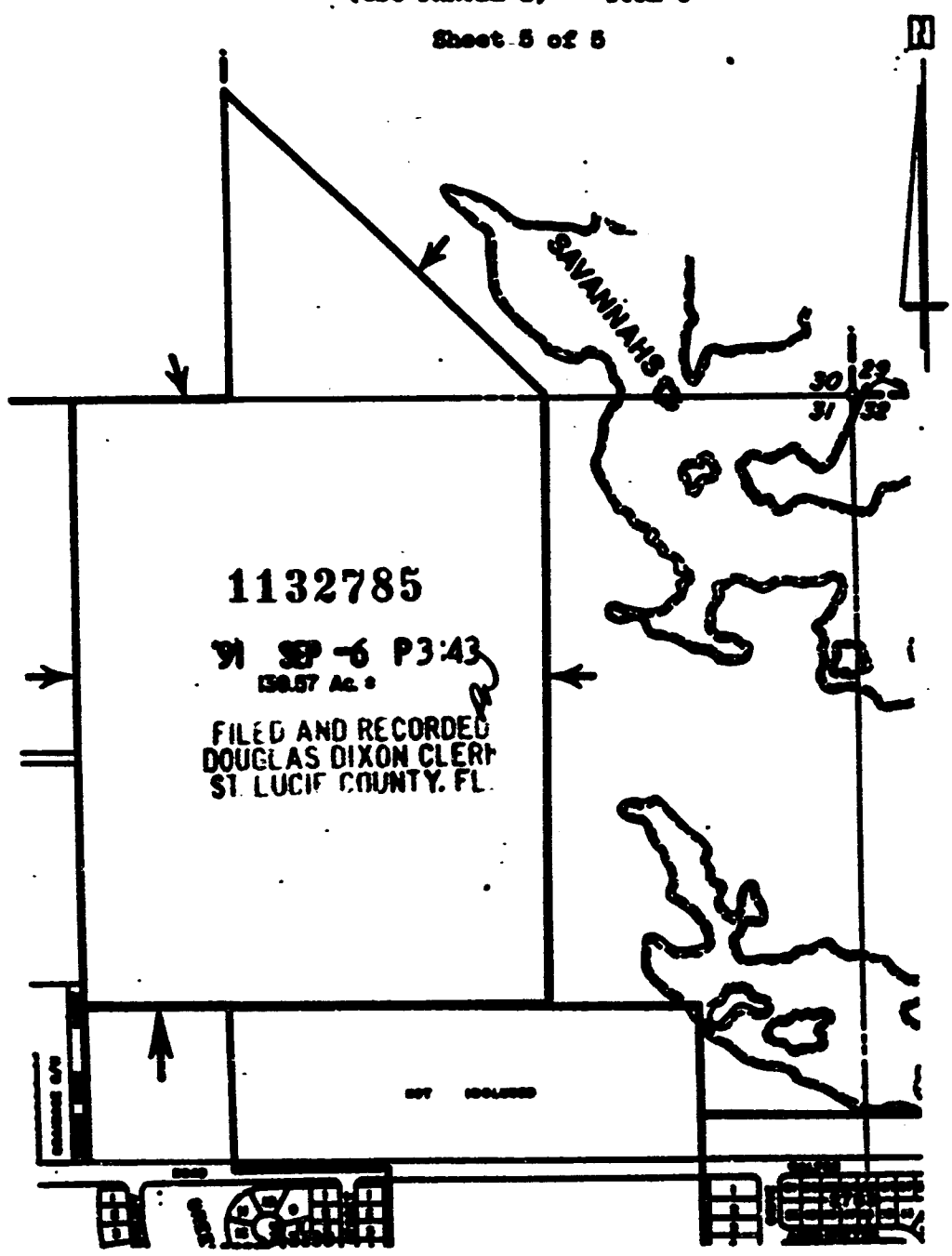
OR
BK 0754 PAGE 0805

EXHIBIT "A-6"

GENERAL DEVELOPMENT ENGINEERING CO.
2601 SOUTH BAYSHORE DR., MIAMI, FLORIDA

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 6

Sheet 5 of 5



This sketch is not a survey.
Valid unless embossed by surveyor's seal.

STANLEY B. SMALITA
PROFESSIONAL LAND SURVEYOR NO. 2930
STATE OF FLORIDA

A PORTION OF
SEC. 30 AND 31, TWP. 36 S., RGE. 41 E.
CITY OF PORT ST. LUCIE
ST. LUCIE COUNTY, FLORIDA

OR BK 0754 PAGE 0806

St. Lucie Title Services, Inc.

800 Virginia Avenue
Suite 47
Ft. Pierce, FL 34982

Invoice

Date	Invoice #
9/13/2021	50388

Bill To
City of Port St. Lucie

Description	Amount
Property Report/450 SW Thornhill	150.00

Phone #	Fax #
772-466-5238	772-466-5294

Total $150.00

ST. LUCIE TITLE SERVICES, INC.
800 Virginia Ave., Ste 47
Ft. Pierce, FL 34982
(772) 466-5238

PROPERTY INFORMATION REPORT

File Number 50388

Effective date of this search is September 2, 2021 at 8:00 a.m.

At the request of City of Port St Lucie a search has been made of the Public Records of St. Lucie County, Florida, of that property described as follows:

The Northerly 500 feet of the Easterly 325 feet of Tract "O" as shown on Plat of Port St. Lucie Section Eighteen recorded in Plat Book 13, Page 17 of the Public Records of St. Lucie County, Florida.

AND

A portion of tract "O" of Port St. Lucie Section Eighteen as recorded in plat book 13, pages 17 and
17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:
Commencing at the Northeast Corner of said tract "O", thence South 63°05'48" West along the North line of said tract "O" a distance of 325.00 feet to the Point of Beginning of this description; thence South 26°54'12" East a distance of 500.00 feet, thence South 63°05'48" West a distance of 105.00 feet, thence North 37°58'10" West a distance of 484.00 feet to the Northwest corner of said tract "O", thence North 63°05'48" East along the North line of said tract "O" a distance of 87.90 feet to a point of non tangent curve; thence Northerly and Easterly along said North line and along the arc of said curve to the right (concave Southeasterly) having a radius of 25.00 feet, a central angle of 90°00'00" (chord bearing North18°05'48" East), an arc distance of 39.27 feet to the Point of Tangency, thence North 63°05'48" East along said North line a distance of 85.00 feet to the Point of Beginning.

AND

A portion of tract "O" of Port St. Lucie Section Eighteen as recorded in plat book 13, pages 17 and 17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:
Commencing at the Northeast Corner of said tract "O", thence South 26°54'12" East along said East line of said tract "O" a distance of 500.00 feet to the Point of Beginning of this description; thence continue South 26°54'12" East along said East line a distance of 303.00 feet, thence North 81°43'58" West a distance of 526.03 feet, thence North 63°05' 48" East a distance of 430.00 feet to the Point of Beginning.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

City of Port St. Lucie, also known as Port St. Lucie

by virtue of Warranty Deed recorded in Official Records Book 311 page 2692 and Quit Claim Deed recorded in Official Records Book 1014 page 2490

The following liens against the said real property recorded in the aforesaid Public Records have been found:

1. Notice of Commencement recorded November 3, 2020, in Official Records Book 4501, Page 2763.

Additional Information

A. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Port St. Lucie Section Eighteen, recorded in Plat Book 13, Page 17, 17A - 17K, inclusive, of the Public Records of St. Lucie County, Florida.

B. Reservations contained in Warranty Deed recorded July 5, 1979, in Official Records Book 311, Page 2692.

C. Declaration of party Wall Easement recorded December 13, 1990, in Official Records Book 719, Page 124.

D. Uniform Water and Sewer Extension and Service Agreement recorded January 13, 1994, in Official Records Book 880, Page 140.

E. Reservations contained in Quit Claim Deed recorded May 14, 1996, in Official Records Book 1014, Page 2490.

F. Bellsouth Mobility, Inc., Site Lease Agreement recorded December 22, 1999, in Official Records Book 1269, Page 2522, as affected by First Amendment to Lease Agreement recorded in Official Records Book 1392 page 1399.

G. Memorandum of Agreement recorded October 4, 2001, in Official Records Book 1441, Page 1297.

H. Site Designation Supplement and Memorandum of Sublease recorded August 9, 2002, in Official Records Book 1565, Page 388.

I. Memorandum of Site Lease Acknowledgement recorded December 30, 2004, in Official Records Book 2125, Page 2093.

J. Non Exclusive Easement by and between City of Port St. Lucie, Grantor, and BellSouth Telecommunications, Inc, Grantee, recorded March 31, 2011, in Official Records Book 3281, Page 308.

K. Amended Memorandum of Co-Location Agreement recorded April 9, 2012, in Official Records Book 3377, Page 2728.

L. Non Exclusive Access Easement by and between City of Port St. Lucie, Grantor, and Florida Power and Light Company, Grantee, recorded June 12, 2015, in Official Records Book 3756, Page 2328.

M. Easement by and between The City of Port St. Lucie, Grantor, and Florida Power and Light Company, Grantee, recorded June 12, 2015, in Official Records Book 3756, Page 2343.

NOTE: 2020 Real Property Taxes in the gross amount of $0.00 are paid, under Tax I.D. No. 3420-585-0013-000/1.

This report shows only matters disclosed in the aforesaid Public Records and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion,

warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party.

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

St. Lucie Title Services, Inc.

Date: September 13, 2021

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

Search all services we offer...

Vehicle Registration | Property Tax | Business Tax | Tourist Tax

Search > Account Summary > Bill Details

Print this page

Real Estate Account #3420-585-0013-000/1

Owner:
Port St Lucie City of

Situs:
450 SW THORNHILL DR
Port Saint Lucie

Parcel details
Property Appraiser
Government

Get bills by email

2020 Annual Bill

ST. LUCIE COUNTY TAX COLLECTOR

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2020 Annual Bill	65618	—	0011	$0.00	PAID Print (PDF)

If paid by: Sep 30, 2021
Please pay: $0.00

Combined taxes and assessments: $0.00

PAYMENTS MUST BE MADE IN US FUNDS.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
County Parks MSTU	0.2313	2,339,400	2,339,400	0	$0.00
Co Public Transit MSTU	0.1269	2,339,400	2,339,400	0	$0.00
Erosion District E	0.1763	2,339,400	2,339,400	0	$0.00
Law Enf,Jail,Judicial Sys	3.2324	2,339,400	2,339,400	0	$0.00
Co General Revenue Fund	4.2077	2,339,400	2,339,400	0	$0.00
Childrens Service Council	0.4765	2,339,400	2,339,400	0	$0.00
St Lucie Co Fire District	3.0000	2,339,400	2,339,400	0	$0.00
FL Inland Navigation Dist	0.0320	2,339,400	2,339,400	0	$0.00
City Of Port St Lucie	4.9807	2,339,400	2,339,400	0	$0.00
City Of PSL Voted Debt	0.9193	2,339,400	2,339,400	0	$0.00
School Discretionary	0.7480	2,339,400	2,339,400	0	$0.00
School Capital Improvemnt	1.5000	2,339,400	2,339,400	0	$0.00
School Req Local Effort	3.7010	2,339,400	2,339,400	0	$0.00

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
School Voter Referendum	1.0000	2,339,400	2,339,400	0	$0.00
Mosquito Control	0.1352	2,339,400	2,339,400	0	$0.00
S FL Wtr Mgmt District	0.2675	2,339,400	2,339,400	0	$0.00
Total Ad Valorem Taxes	**24.7348**				**$0.00**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
No Non-Ad Valorem Assessments.		

Parcel Details

Owner:	Port St Lucie City of	**Account**	3420-585-0013-000/1	**Assessed value:**	$2,339,400
Situs:	450 SW THORNHILL DR Port Saint Lucie	**Alternate Key**	65618	**School assessed value:**	$2,339,400
		Millage code	0011 -		
		Millage rate	24.7348		

2020 ANNUAL BILL		LEGAL DESCRIPTION	LOCATION	
Ad valorem:	$0.00	PORT ST LUCIE-SECTION 18- THAT PART OF TRACT O MPDAF: BEG AT NE COR OF TRACT O RUN S 26 DEG 54 MIN 12 SEC E 803 FT, TH N 81 DEG 43 MIN 58 SEC W 526.03 FT, TH N 37 DEG 58 MIN 10 SEC W 484 FT TONW COR OF TRACT O, TH N 63 DEG 05MIN 48 SEC E 87.90 FT TO PT OF NON-TANG CURVE, TH NLY AND ELY ALG N LI 39.27 FT TO PT OF TANG, TH N63 DEG 05 MIN 48 SEC E ALG N LI 410 FT TO POB (6.94 AC) (MAP 44/08N) (OR 311 ... View More	**Book, page, item:**	0311-2692-
Non-ad valorem:	$0.00		**Property class:**	
Total Discountable:	$0.00		**Range:**	40E
No discount NAVA:	$0.00		**Township:**	37S
Total tax:	$0.00		**Section:**	08
			Neighborhood:	IR06
			Value code:	00
			Use code:	8900
			Total acres:	6.94

EXEMPTIONS	
City of Port St LUcie	$2,339,400

St. Lucie County Tax Collector
P.O. Box 308, Ft. Pierce, Fl 34954-0308

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WARRANTY DEED (FROM CORPORATION) RAMCO FORM A-3 (PHOTOSTAT)

450099

1-

.30
.55

This Warranty Deed *Made and executed the* 29th *day of* June, *A. D. 19* 79 *by*

GENERAL DEVELOPMENT CORPORATION

a corporation existing under the laws of Delaware *and having its principal place of business at* 1111 South Bayshore Drive, Miami, Florida 33131 *hereinafter called the grantor, to* PORT ST. LUCIE, a Florida Municipal corporation

whose postoffice address is Morningside Boulevard, Pt. St. Lucie, Florida 33452

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: *That the grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in* St.Lucie *County, Florida, viz:*

A tract or parcel of land lying in Sections 5 and 8 Township 37 South, Range 40 East, more particularly described as follows:-

The Northerly 500 feet of the Easterly 325 feet of Tract "O" as shown on Plat of PORT ST. LUCIE SECTION EIGHTEEN recorded in Plat Book 13, Page 17 of the Public Records of St. Lucie County, Florida. All lying and being in the City of Port St. Lucie, St. Lucie County, Florida. Containing 3.73 Acres, more or less.

This Deed is executed subject to taxes assessed for the year 1979 and to all subsequent years, to easements, conditions, limitations and restrictions of record and to the further particular restrictions and limitations as follows, to wit:

1. The Grantee acrees to provide effective screening to screen the property from public view as well as to enclose the subject property with fencing material.

2. The Grantee agrees that prior to the commencement of construction of any kind, including but not limited to original construction and subsequent or

.....Cont'd.on Rider

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

To Have and to Hold, *the same in fee simple forever.*

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

(CORPORATE SEAL)

In Witness Whereof *the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.*

ATTEST: SAUL J. SACK, Assistant Secretary

GENERAL DEVELOPMENT CORPORATION,

By ERIC A. TRAUB, Senior Vice President

Signed, sealed and delivered in the presence of

Margaret B. Champagne

Enid M. Mahoney

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ERIC A. TRAUB and SAUL J. SACK

well known to me to be the Senior Vice President and Assistant Secretary respectively of the corporation named as grantor in the foregoing deed and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of June, A D 1979

This Instrument prepared by:

(This Instrument Was Prepared By)

Address ALBERT L. ROSEN, Corporate Counsel
General Development Corporation
1111 S Bayshore Drive
Miami, Florida 33131

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: JUL 24, 1982
BONDED THRU GENERAL INS. UND.

OR 311 PG 2692

RIDER TO WARRANTY DEED FROM GENERAL DEVELOPMENT CORPORATION TO PORT ST. LUCIE, a Florida Municipal corporation

future alterations or modifications, all plans and specifications shall be submitted for approval to Grantor. Grantor shall review the data submitted as to aesthetical, functional and economical conformance with the area and its proposed development and Grantor agrees that such approval shall not be unreasonably withheld.

3. The parties acknowledge and agree that the premises shall be used for the sole purpose of a maintenance compound and any modification or change in such use will require the consent and approval of Grantor.

4. The Grantee further agrees that it shall not erect, place or allow to be placed, any sign or other advertising matter in and about the subject property without the written consent of the Grantor.

5. The Grantee further agrees that it will comply with all lawful requirements of the Board of Health, Police Department, Fire Department, Municipal, County, State and Federal authorities respecting the manner in which it uses the subject premises.

106467 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT OF REVENUE JUL-5'79 PB 00.30

103422 FLORIDA DOCUMENTARY SURTAX JUL-5'79 PB 00.55

'79 JUL -5 AM 9:44

ST LUCIE COUNTY, FLA.
ROGER POITRAS
CLERK CIRCUIT COURT
D.C.

450099

O.R. BOOK 311 PAGE 2693

Date: April 5, 1996
Prepared under the supervision of:
Diane G. LeRoy, Attorney
Florida Department of Transportation
Turnpike District
605 Suwannee Street
Tallahassee, Florida 32301

Return to:
City of Port St. Lucie
Legal Department (E)
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

WPI NO.: **0150467**
PARCEL NO.: **222**
COUNTY: **St. Lucie County**
OLD PARCEL NUMBER: Part of 100.1-R

QUITCLAIM DEED

THIS INDENTURE, made this 8th day of April 1996, by and between the STATE OF FLORIDA, by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as party of the First Part and the City of Port St. Lucie, a Florida Municipal Corporation, the Party of the Second Part.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Party of the First Part, by action of the District Secretary on May 1, 1995 pursuant to the provisions of Section 337.25, Florida Statutes has agreed to quitclaim the land hereinafter described to the Party of the Second Part;

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part for and in consideration of the premises and the sum of One Dollar and other valuable consideration to it paid by the Party of the Second Part, assigns forever, all right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described in Exhibit "A" attached hereto and made a part hereof except that the Party of the First Part hereby reserves for itself, its successors and assigns in perpetuity, an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said property described in Exhibit "A"and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same. In addition, that the party of the first part imposes the following restriction on the property herein conveyed which will run with the land in perpetuity and be binding on all successors in title: No commercial transmission or receiving devices which carry signals that could cause interference with the operations of the party of the first part may be placed or constructed on the property.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party of the Second Part.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances.

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1472693 OR BOOK 1014 PAGE 2490
Recorded: 05-14-96 03:53 P.M.

IN WITNESS WHEREOF, the State of Florida Department of Transportation caused these presents to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed, sealed and
delivered in our presence
as witnesses:

Print name: Brian Gorham

Print name: Pam Brantley

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
James L. Ely
District Secretary
Turnpike District

Attest: Linda B. Smith
Executive Secretary
Turnpike District.

Legal review: Diane K. Kelly
Print name: Diane K. Kelly

STATE OF FLORIDA
COUNTY OF

BEFORE ME, the undersigned authority, this day personally appeared, James L. Ely, District Secretary, Turnpike District, and Linda B. Smith, Executive Secretary, Turnpike District, of the State of Florida Department of Transportation, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposed therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 8th day of April, 1996.

(NOTARIAL SEAL)

Notary Public

CATHY V. GOODMAN
MY COMMISSION # CC 347670
EXPIRES: January 28, 1998
Bonded Thru Notary Public Underwriters

222 qrd

OR BOOK 1014 PAGE 2491

EXHIBIT "A"

Parcel No.: 222
Section No.: N/A
W.P.I. No.: 0150467
S.R. No.: 91
County: St. Lucie

PARCEL "O-1"

A portion of tract "O" of "Port St. Lucie Section 18" as recorded in plat book 13, pages 17 and 17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:

COMMENCING at the Northeast Corner of said tract "O", thence South 63°05'48" West along the North line of said tract "O" a distance of 325.00 feet to the **POINT OF BEGINNING** of this description; thence South 26°54'12" East a distance of 500.00 feet, thence South 63°05'48" West a distance of 105.00 feet, thence North 37°58'10" West a distance of 484.00 feet to the Northwest Corner of said tract "O", thence North 63°05'48" East along the North line of said tract "O" a distance of 87.90 feet to a point of non tangent curve; thence Northerly and Easterly along said North line and along the arc of said curve to the right (concave Southeasterly) having a radius of 25.00 feet, a central angle of 90°00'00" (chord bearing N18°05'48"E), an arc distance of 39.27 feet to the Point of Tangency, thence North 63°05'48" East along said North line a distance of 85.00 feet to the **POINT OF BEGINNING.**

Said lands situate in the City of Port St. Lucie, Florida; containing 1.711 acres more or less.

OR BOOK 1014 PAGE 2492

Parcel "O-2"

A portion of tract "O" of "Port St. Lucie Section 18" as recorded in plat book 13, pages 17 and 17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:

COMMENCING at the Northeast Corner of said tract "O", thence South 26°54'12" East along said East line of said tract "O" a distance of 500.00 feet to the **POINT OF BEGINNING** of this description; thence continue South 26°54'12" East along said East line a distance of 303.00 feet, thence North 81°43'58" West a distance of 526.03 feet, thence North 63°05' 48" East a distance of 430.00 feet to the **POINT OF BEGINNING.**

Said lands situate in the City of Port St. Lucie, Florida, containing 1.496 acres more or less.

Said parcels containing a total of 3.207 acres.

Reserving all rights of access, egress, ingress, light, air, and view between the above described property and State Road 91 (Florida's Turnpike).

This description derived from the right-of-way map of Sunshine State Parkway Section 6, St. Lucie County, Florida, State Contract No. 6.3.

222.qol

PORT ST. LUCIE — SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 1 OF 12 SHEETS

Book 13
Page 17

DESCRIPTION

A parcel of land lying in Sections 5, 6, 7, 8, 9, 10 and 17, Township 37 South, Range 40 East, all being more particularly described as follows:

1. All of Tracts "E", "F", "G", & "H" of Port St. Lucie, Section Thirteen, according to the plat thereof as recorded in Plat Book 12 at Pages 4 & 4A thru 4H of the Public Records of St. Lucie County, Florida. Lying in Sections 5, 6 and 8, Township 37 South, Range 40 East and containing 102.09 Acres more or less.

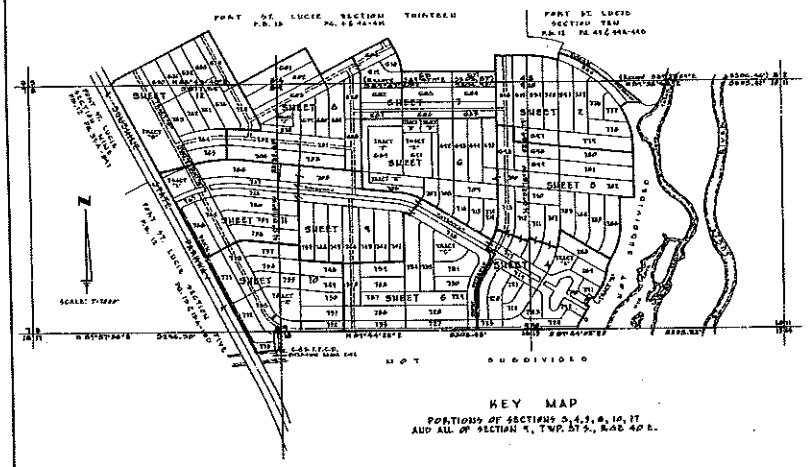
2. That portion of Section 8, Township 37 South, Range 40 East lying East of the East Right of Way Line of the Sunshine State Parkway. Containing 296.31 Acres more or less.

3. All of Section 9, Township 37 South, Range 40 East. Containing 646.73 Acres more or less.

4. That portion of Section 10, Township 37 South, Range 40 East, lying West of the following described boundary:
BEGINNING on the North line of said Section 10, S.89°58'48"E., 1055.10 feet from the Northwest corner thereof, run S.49°49'31"E. for 899.58 feet; thence N.88°58'24"W. for 328.14 feet; thence S.58°55'31"W. along a line radial to a 2193.64 foot radius circular curve, for 134.55 feet to a point on said curve; thence along the arc of said curve running to the right in a Southwesterly direction through a central angle of 3°41'46" for 1414.15 feet; thence S.0°13'55"W. for 714.18 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence Southeasterly along the arc of said curve through a central angle of 88°21'20" for 38.55 feet; thence S.1°46'35"W. for 100 feet; thence N.88°13'25"W. for 25.00 feet; thence S.1°46'35"W. for 1929.07 feet; thence Westerly for 92.62 feet to the point of curvature of a circular curve to the right having a radius of 1925.07 feet; thence Westerly along the arc of said curve through a central angle of 4°12'12" for 141.60 feet; thence N.83°34'48"W. for 114.55 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence Westerly and Southerly along the arc of said curve through a central angle of 45°34'20" for 41.82 feet; thence S.0°13'52"W. for 692.68 feet to the point of curvature of a circular curve to the right having a radius of 1160 feet; thence Southwesterly along the arc of said curve through a central angle of 21°38'52" for 644.60 feet; thence S.21°24'59"W. for 110 feet to the point of curvature of a circular curve to the left having a radius of 540.44 feet; thence Southwesterly along the arc of said curve through a central angle of 17° 41'16" for 166.78 feet to the point of reverse curvature of a circular curve to the right bearing a radius of 528.44 feet; thence Southwesterly along the arc of the last mentioned curve through a central angle of 23°42'36" for 218.72 feet; thence S.21°04'19"W. for 269 feet to the point of curvature of a circular curve to the right having a radius of 150 feet; thence Southwesterly and Northwesterly along the arc of said curve through a central angle of 90°00'00" for 164.10 feet; thence S.21°04'19"W. for 115 feet; thence S.21°55'41"E. for 90 feet; thence S.21°04'19"W. for 239 feet; thence S.21°55'41"E. for 10.0 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence easterly along the arc of said curve through a central angle of 42°59'20" for 18.44 feet to the point of reverse curvature of a circular curve to the right having a radius of 50 feet; thence Easterly, Southerly and Northwesterly along the arc of said curve having a radius of 50 feet through a central angle of 149°18'20" for 130.64 feet to the point of reverse curvature of a circular curve to the left having a radius of 25 feet; thence Northwesterly along the arc of the last mentioned curve through a central angle of 42°59'20" for 18.64 feet; thence N.21°04'19"E. for 10.00 feet; thence S.21°04'19"W. for 140.64 feet; thence S.2°15'40"W. for 533.5 feet to a point on the South line of said Section 10, and the point of terminus. All that portion of Section 10, Township 37 South, Range 40 East, lying West of the above described boundary and containing 124.80 Acres more or less.

5. That portion of Section 17, Township 37 South, Range 40 East, lying East of the East Right of Way Line of the Sunshine State Parkway and North of the North Right of Way Line of the Central and Southern Florida Flood Control District Diversion Canal C-24 and containing 2.76 Acres more or less.

All of the above described lands lying in the City of Port St. Lucie, St. Lucie County, Florida and containing an aggregate total of 1138.79 Acres more or less.



KEY MAP
PORTIONS OF SECTIONS 5, 6, 7, 8, 9, 10, 17
AND ALL OF SECTION 9, TWP. 37 S., RGE 40 E.

CERTIFICATE OF DEDICATION

STATE OF FLORIDA }
COUNTY OF DADE }

GENERAL DEVELOPMENT CORPORATION, a Delaware Corporation authorized to do business in the State of Florida, owner of the land described in the foregoing caption to this plat, by its duly elected officers, acting by and with the authority of its Board of Directors, does hereby dedicate and set apart all of the Parks, Streets, Thoroughfares, Waterways and Drainage-Rights-of-Way as shown or described on this plat to the use of the general public forever. Reserving to GENERAL DEVELOPMENT CORPORATION, the reversion or reversions thereof whenever discontinued by law.

The easements hereinafter described are reserved to GENERAL DEVELOPMENT CORPORATION, its successors or assigns, for the installation and maintenance of public utilities and drainage facilities:

1. A 20 foot strip along the lot lines abutting and adjacent to a Drainage-Right-of-Way or a Waterway, except as shown by dashed lines.
2. A 10 foot strip along the rear of each lot and a 6 foot strip along the sides of each lot, except where the side lot line is coincident with a Street-Right-of-Way line, except as shown by dashed lines.
3. As shown by dashed lines.

Where more than one lot, or parts of one or more lots, is intended as a building site, the outside boundaries of the building site shall carry the said side easements.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on this 24th day of December, A.D. 1964.

GENERAL DEVELOPMENT CORPORATION

Attest: Robert S. Washburn, Secretary — By: J. J. Finnegan, Vice-President

ACKNOWLEDGMENT

STATE OF FLORIDA }
COUNTY OF DADE }

Before me the undersigned Notary Public, personally appeared J. J. Finnegan, Vice-President and Robert S. Washburn, Secretary of GENERAL DEVELOPMENT CORPORATION, a Delaware Corporation, to me well known to be the individuals described in and who executed the foregoing Certificate of Dedication and that each duly acknowledged before me that they executed the same, as such officers for and in behalf of said Corporation.

Witness my hand and official seal of Dade County, Florida, this 24th day of December, A.D. 1964.

My commission expires March 26, 1968

John H. Bond
Notary Public, State of Florida at Large

CERTIFICATE OF SURVEYOR

STATE OF FLORIDA }
COUNTY OF DADE }

I HEREBY CERTIFY that this plat is made from an actual survey made under my direction, that it is a correct representation of the land platted, and that permanent reference monuments have been placed as called for under Chapter 177, Florida Statutes.

Dated this 24th day of December, A.D. 1964.

James Edward Clark
JAMES EDWARD CLARK
Registered Engineer
Registered Land Surveyor

CERTIFICATE OF APPROVAL OF CITY

STATE OF FLORIDA }
COUNTY OF ST. LUCIE }

It is hereby certified that this plat has been Officially Approved for Record by the City Council of Port St. Lucie, St. Lucie County, Florida, on this 7th day of January, A.D. 1965.

City Clerk: Judie Edwards — Mayor: Clarence B. Jones

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA }
COUNTY OF ST. LUCIE }

It is hereby certified that this plat has been Officially Approved for Record by the Board of County Commissioners of St. Lucie County, Florida, on this 5 day of March, A.D. 1965.

Chairman, Board of County Commissioners

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA }
COUNTY OF ST. LUCIE }

I, Roger Potter, clerk of Circuit Court of St. Lucie County, Florida, do hereby certify that this plat has been examined, and that it complies in form with all the requirements of the laws of Florida pertaining to maps and plats, and that the plat has been filed for Record in Plat Book 12, Page 17 thru 17K of the public records of St. Lucie County, Florida, this 5 day of March, A.D. 1965.

Roger Potter, Clerk, by A. Lucille Bennett, Clerk
Clerk of Circuit Court
St. Lucie County, Florida

ENGINEER'S NOTE:

⊕ PRM Denotes Permanent Reference Monument.

Dimensions on corner lots are to the intersection of Block lines extended, unless otherwise shown.

All radii are 25 feet, unless otherwise shown.

Basis of bearing system is assumed for computation purposes.

For Mortgage Plat Joinder Agreement see O.R.B. 142, pages 267 thru 269 Public Records of St. Lucie County, Florida.

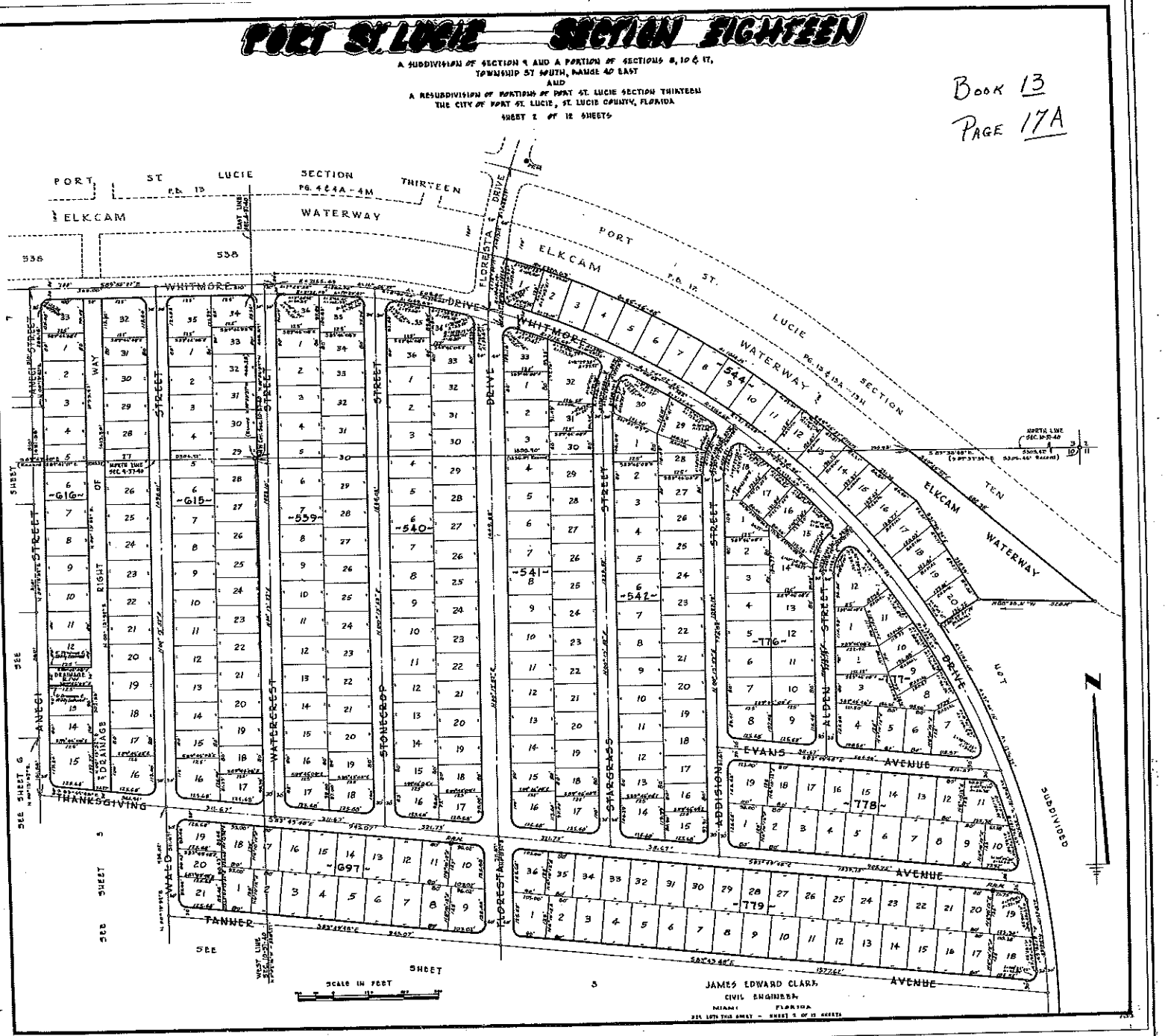
SEPTEMBER 1964
JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

Drawn by: G.S.W.
Checked by: C.E.T.
Approved by: J.E.C.

PORT ST. LUCIE SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 2 OF 12 SHEETS

BOOK 13
PAGE 17A

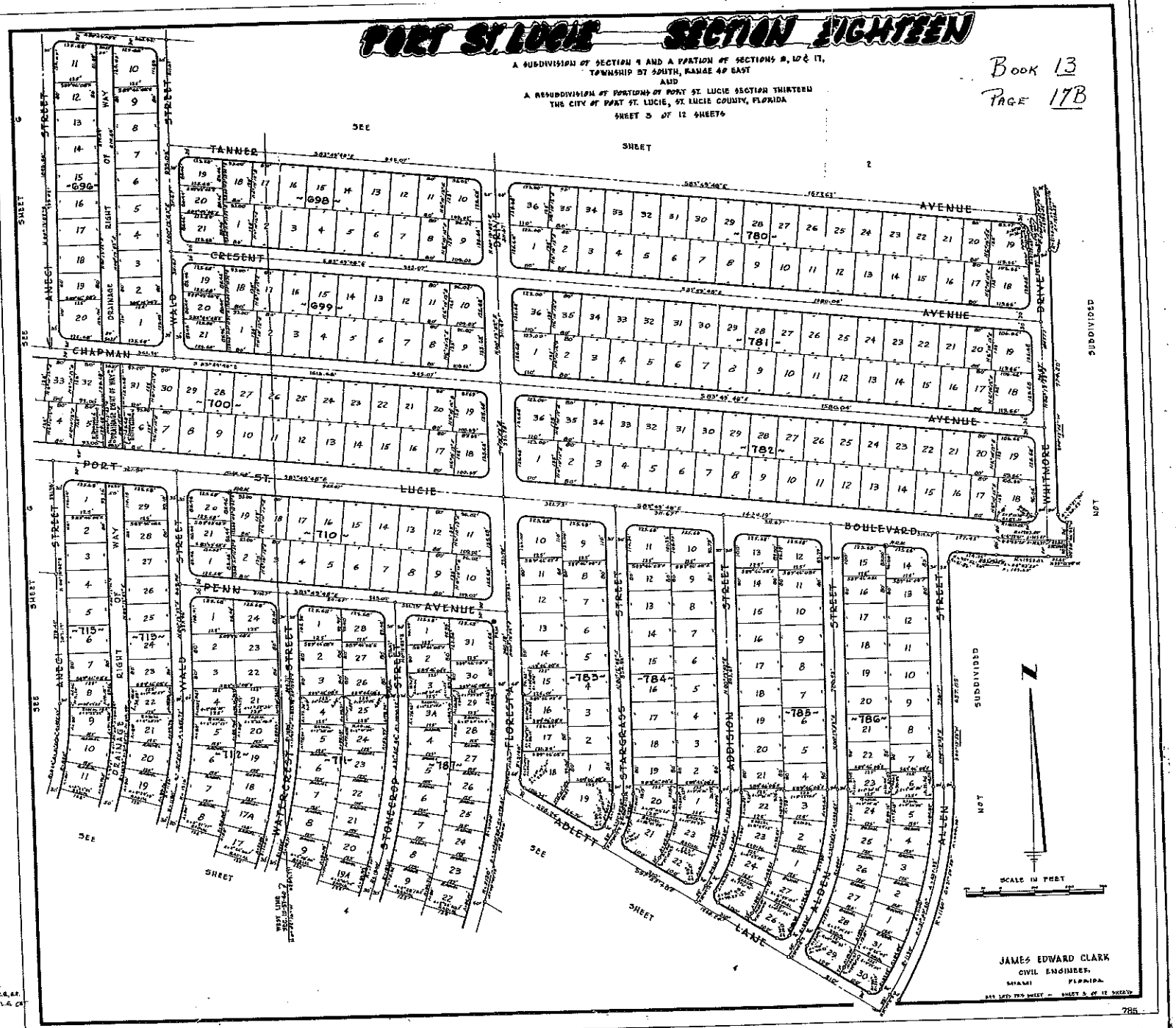


CALC. BY D.L.G.
DRAWN BY R.E.G.
CHECKED BY D.L.G.
APPROVED BY J.E.

PORT ST. LUCIE SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 5 OF 12 SHEETS

BOOK 13
PAGE 17B



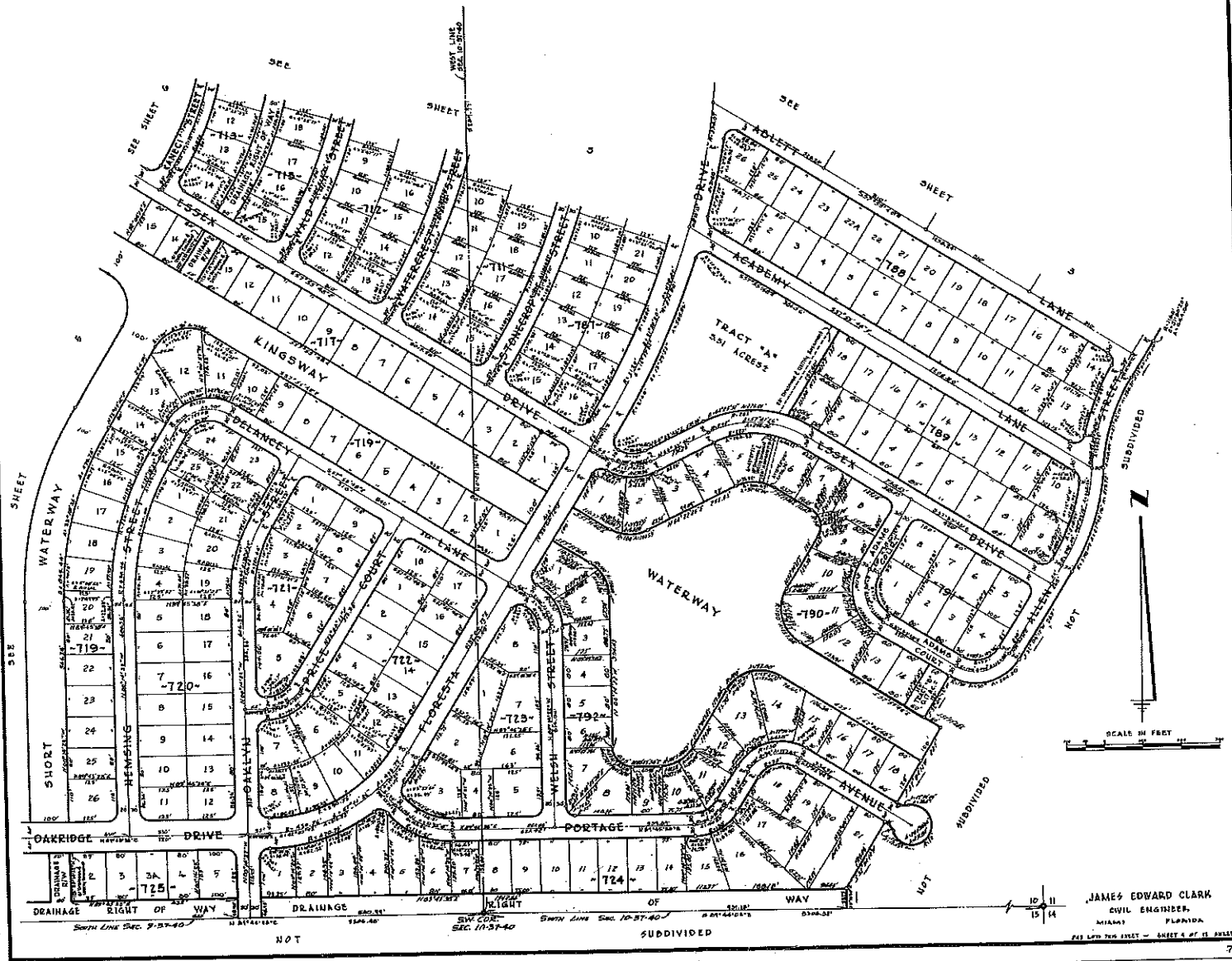
CALC. BY D.L.G.
DRAWN BY R.C.G.S.
CHECKED BY D.L.G.
APPROVED BY J.B.

785

PORT ST. LUCIE SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 6 OF 12 SHEETS

BOOK 13
PAGE 17C



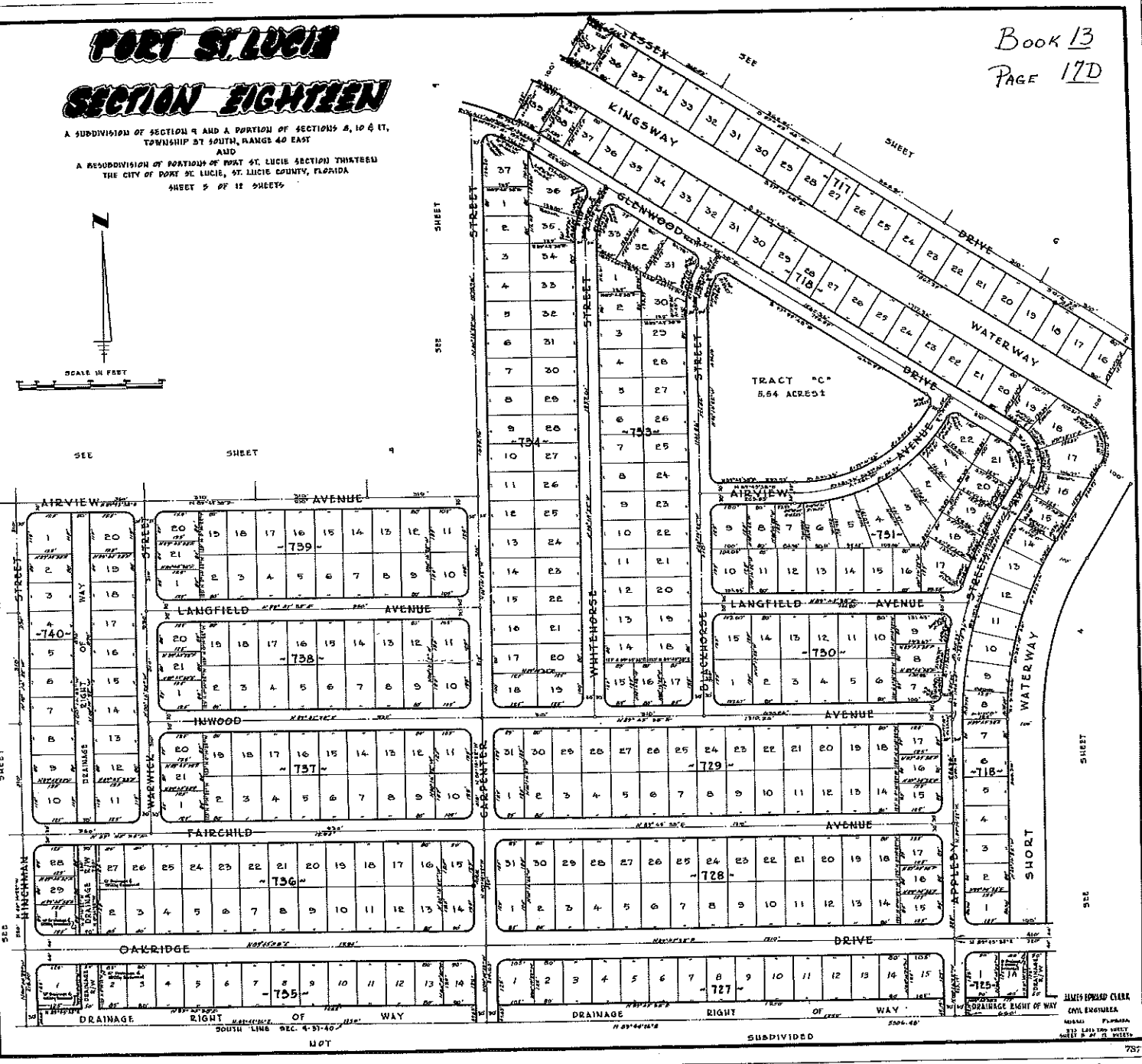
SURVEYED BY: D.L.G.
DRAWN BY: E.C.C., G.E.
CHECKED BY: D.L.G.
APPROVED BY: J.E.

786

PORT ST. LUCIE

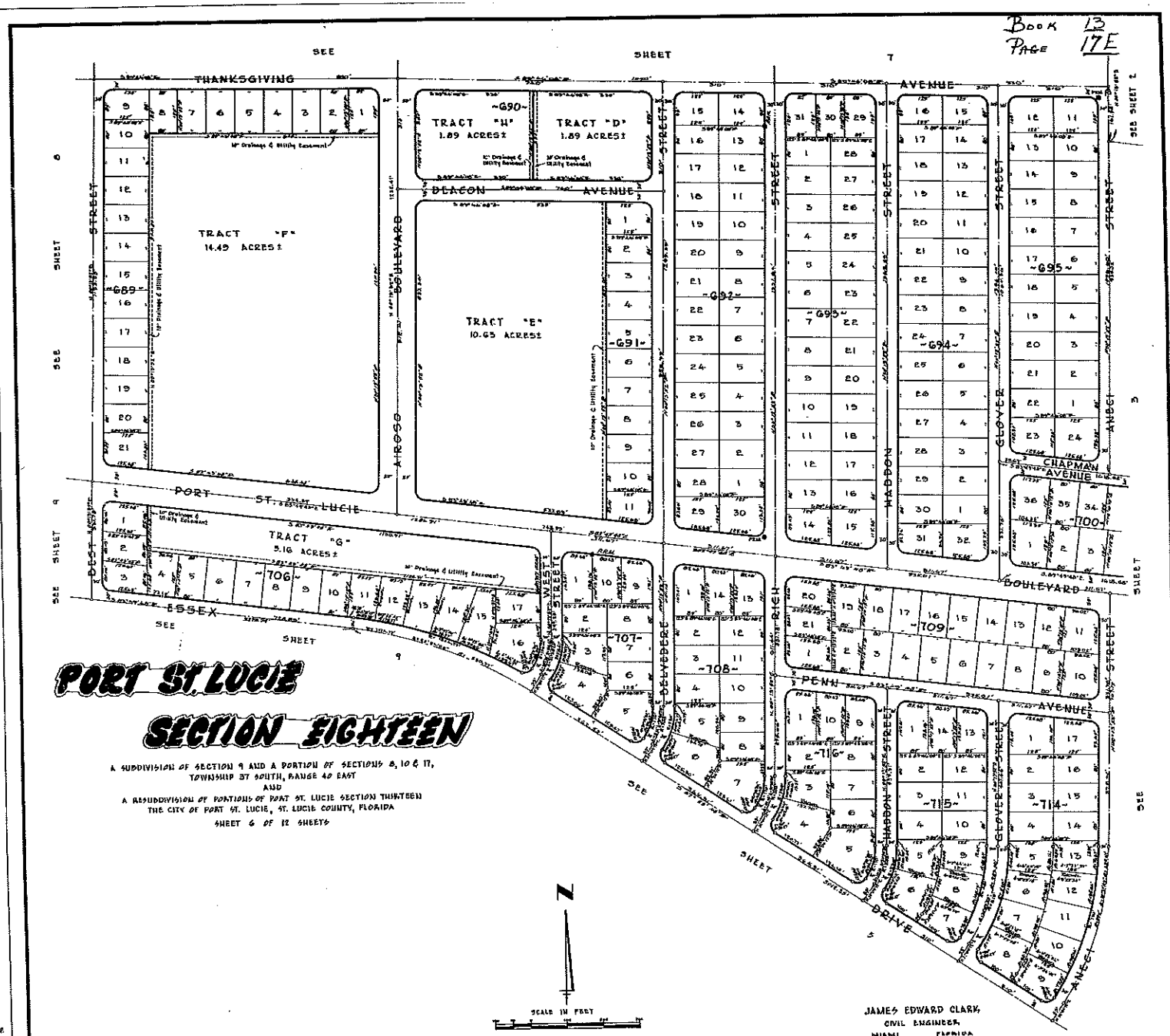
SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17, TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 5 OF 12 SHEETS



CALC. BY D.L.G
DRAWN BY H.K.F.
CHECKED BY D.L.G

JAMES EDWARD CLARK
CIVIL ENGINEER



PORT ST. LUCIE

SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
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AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 6 OF 12 SHEETS

CALC. BY D.L.G.
DRAWN BY H.L.F. 68
CHECKED BY D.L.G. 68
APPROVED BY: JEC

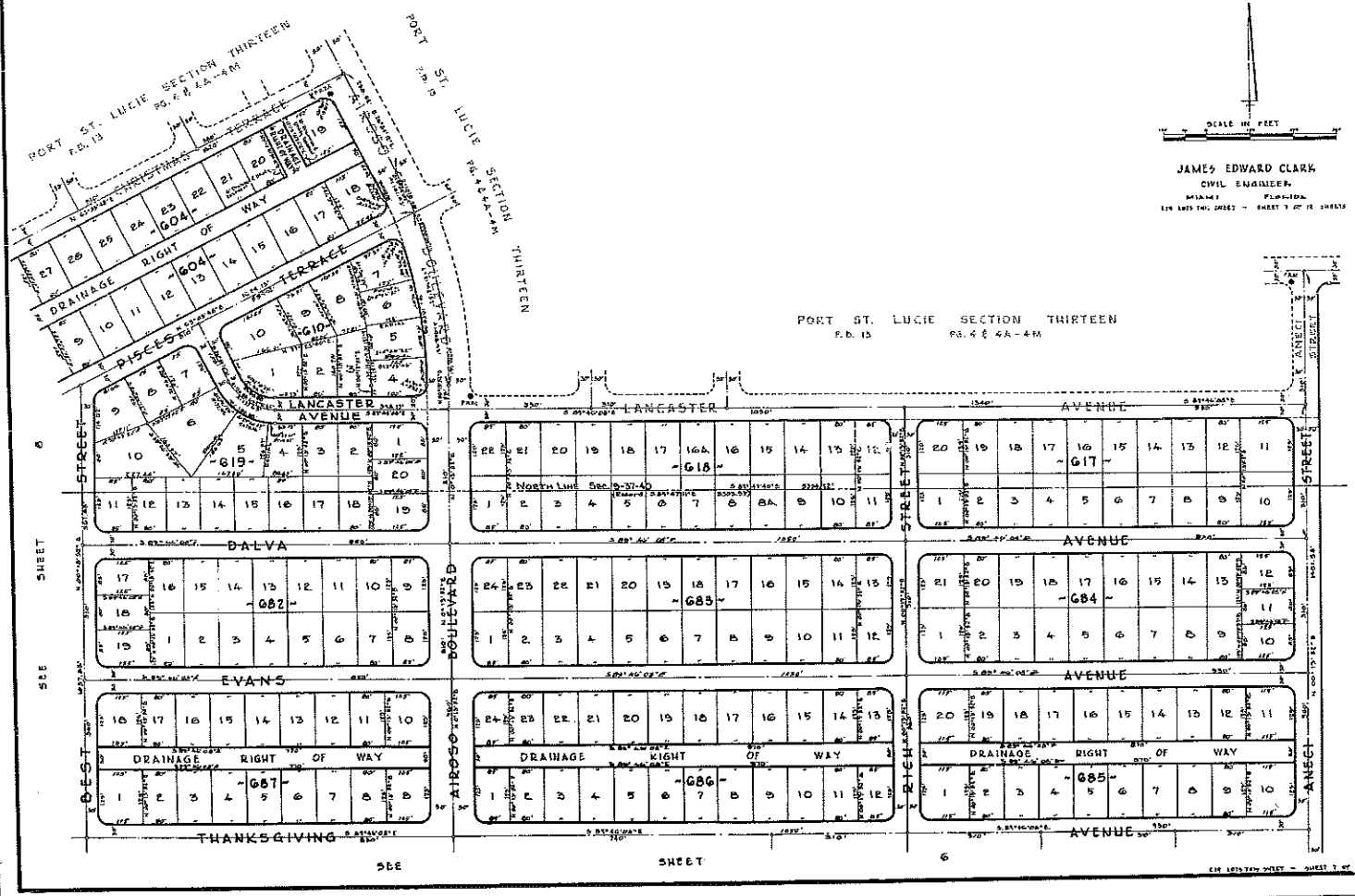
JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

788

PORT ST. LUCIE — SECTION EIGHTEEN

Book 13
Page 17F

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 7 OF 12 SHEETS



SCALE IN FEET

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA
THIS SHEET — SHEET 7 OF 12 SHEETS

CALC. BY: D.L.G.
DRAWN BY: H.M.S., Jr.
CHECKED BY: D.L.G.
APPROVED BY: JEC

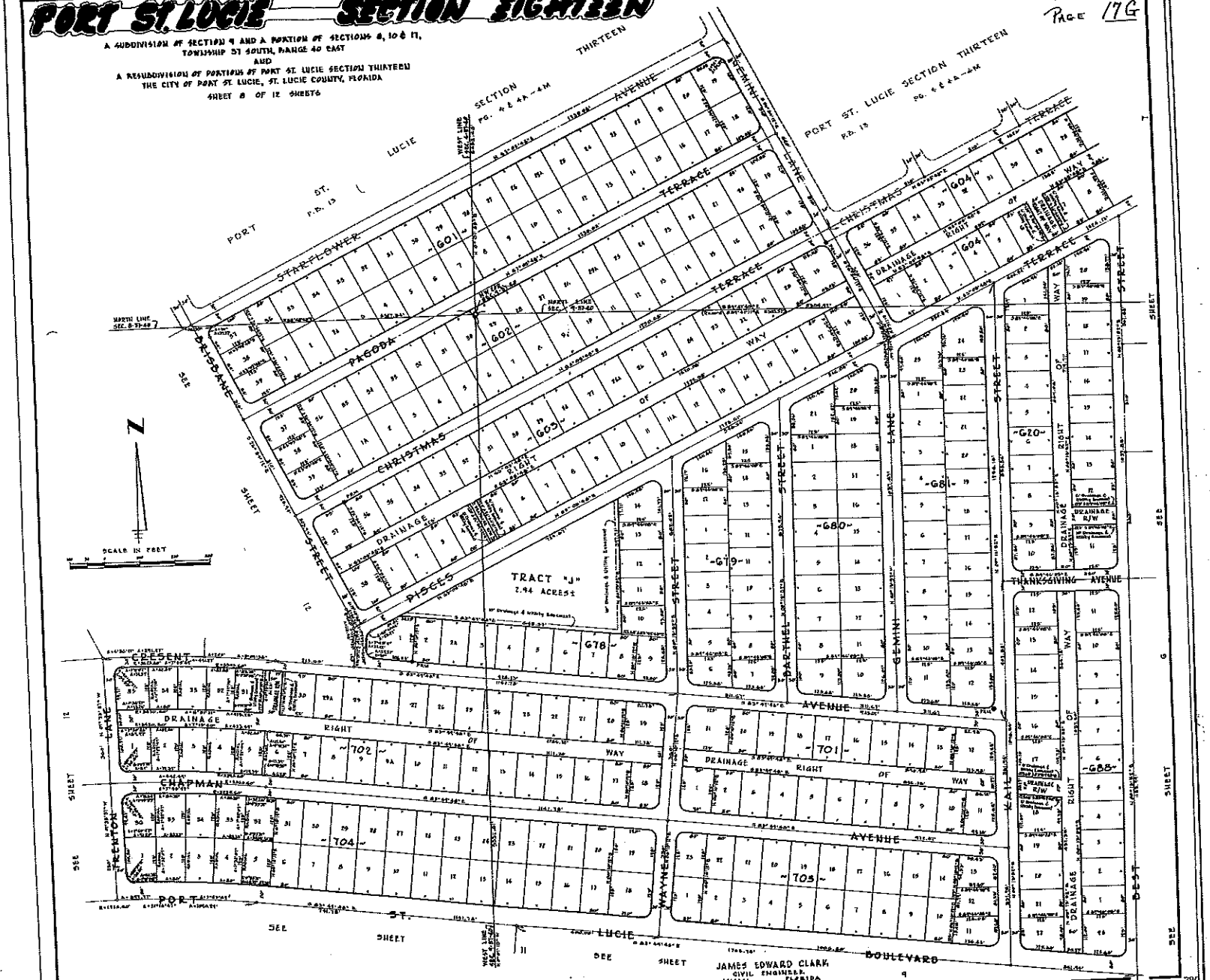
THIS SHEET — SHEET 7 OF 12 SHEETS

589

Book 13
Page 17G

PORT ST. LUCIE — SECTION EIGHTEEN

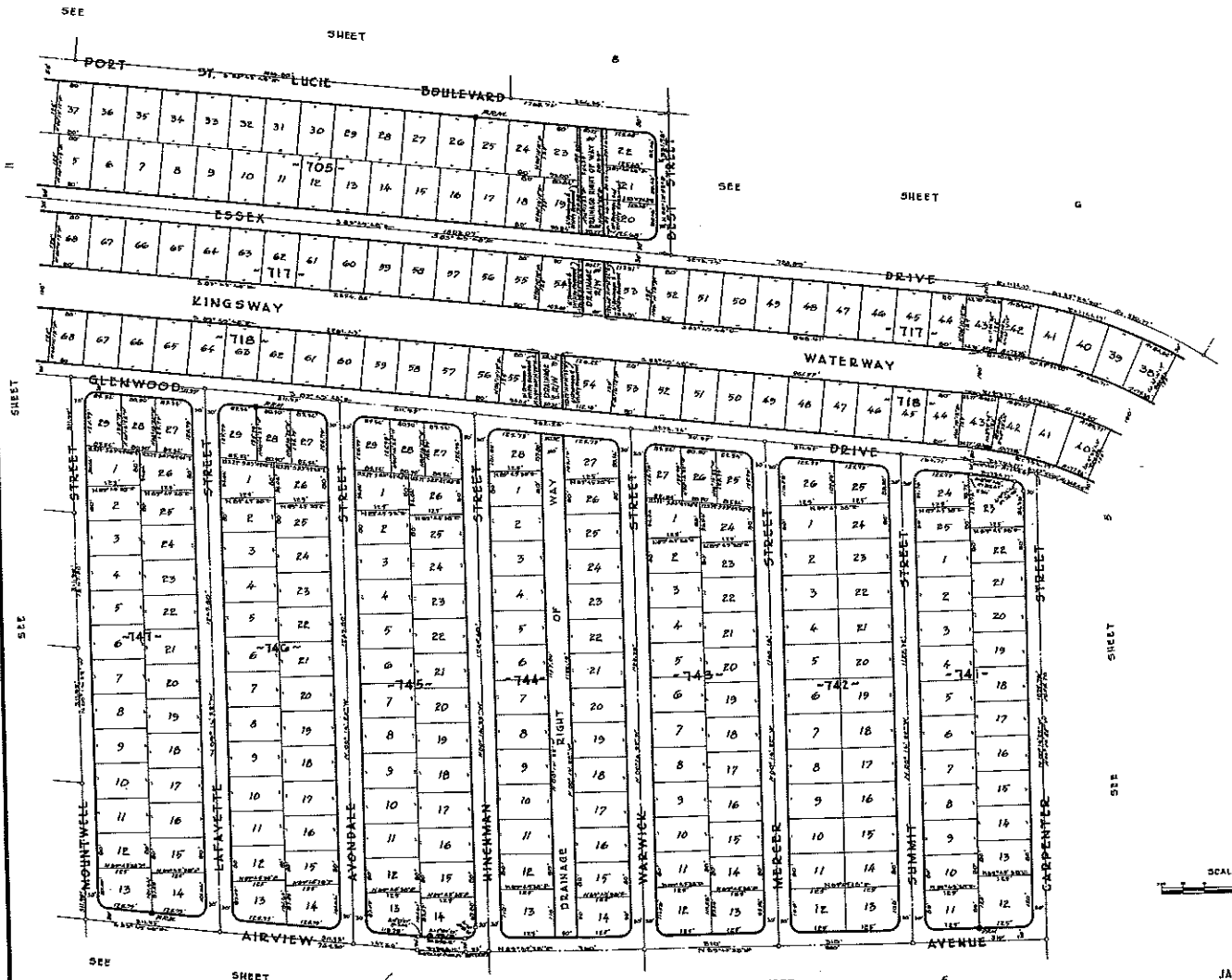
A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 11, TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 8 OF 12 SHEETS



PORT ST. LUCIE SECTION SIXTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 9 OF 12 SHEETS

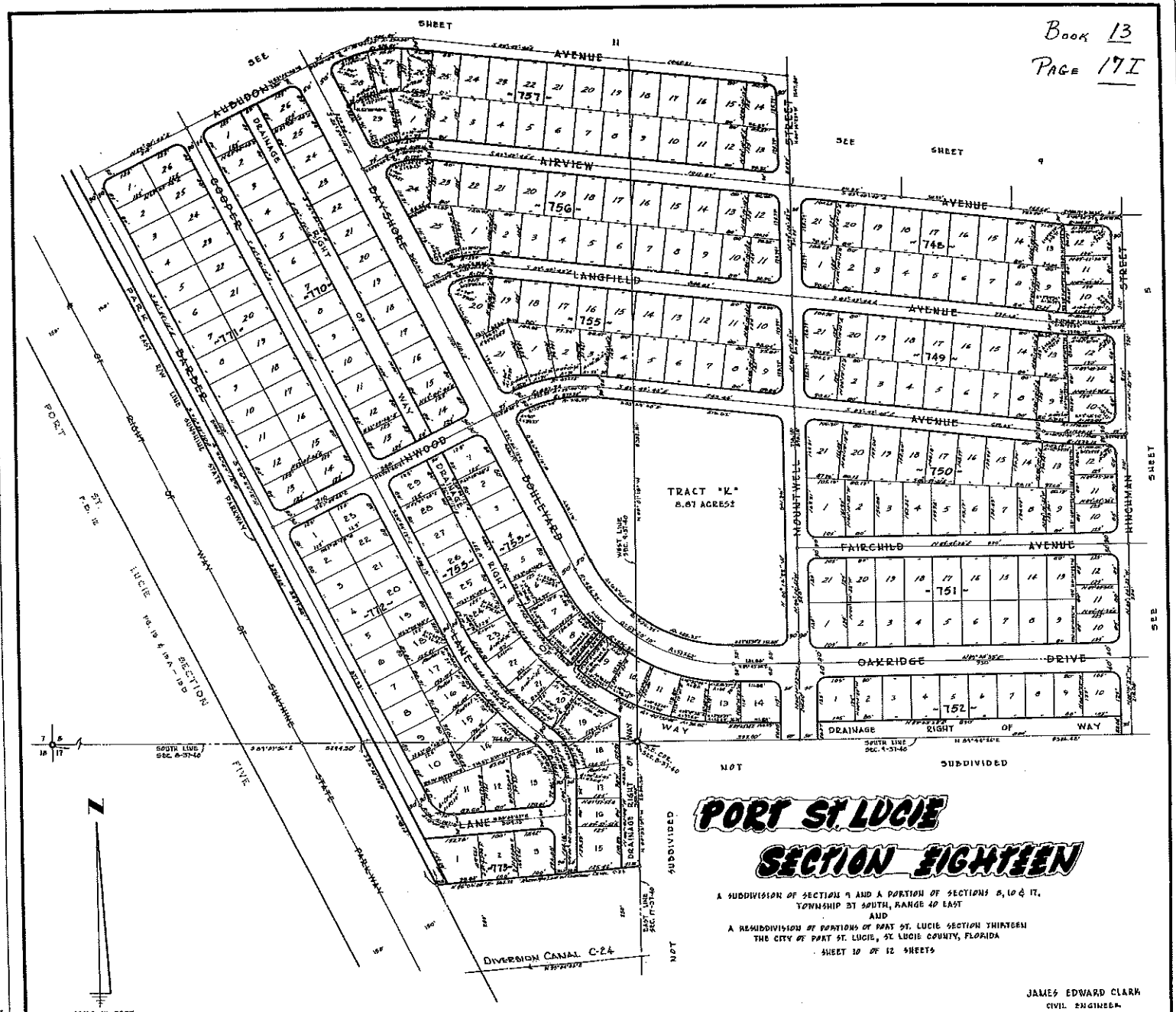
BOOK 13
PAGE 17H



JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

CALC. BY: D.L.E.
DRAWN BY: H.K.E./A.C.
CHECKED BY: D.L.E.
APPROVED BY: J.E.

591



PORT ST. LUCIE
SECTION EIGHTEEN

A SUBDIVISION OF SECTION 7 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 10 OF 12 SHEETS

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

SEE SHEET 1 FOR LOTS THIS SHEET — SHEET 10 OF 12 SHEETS

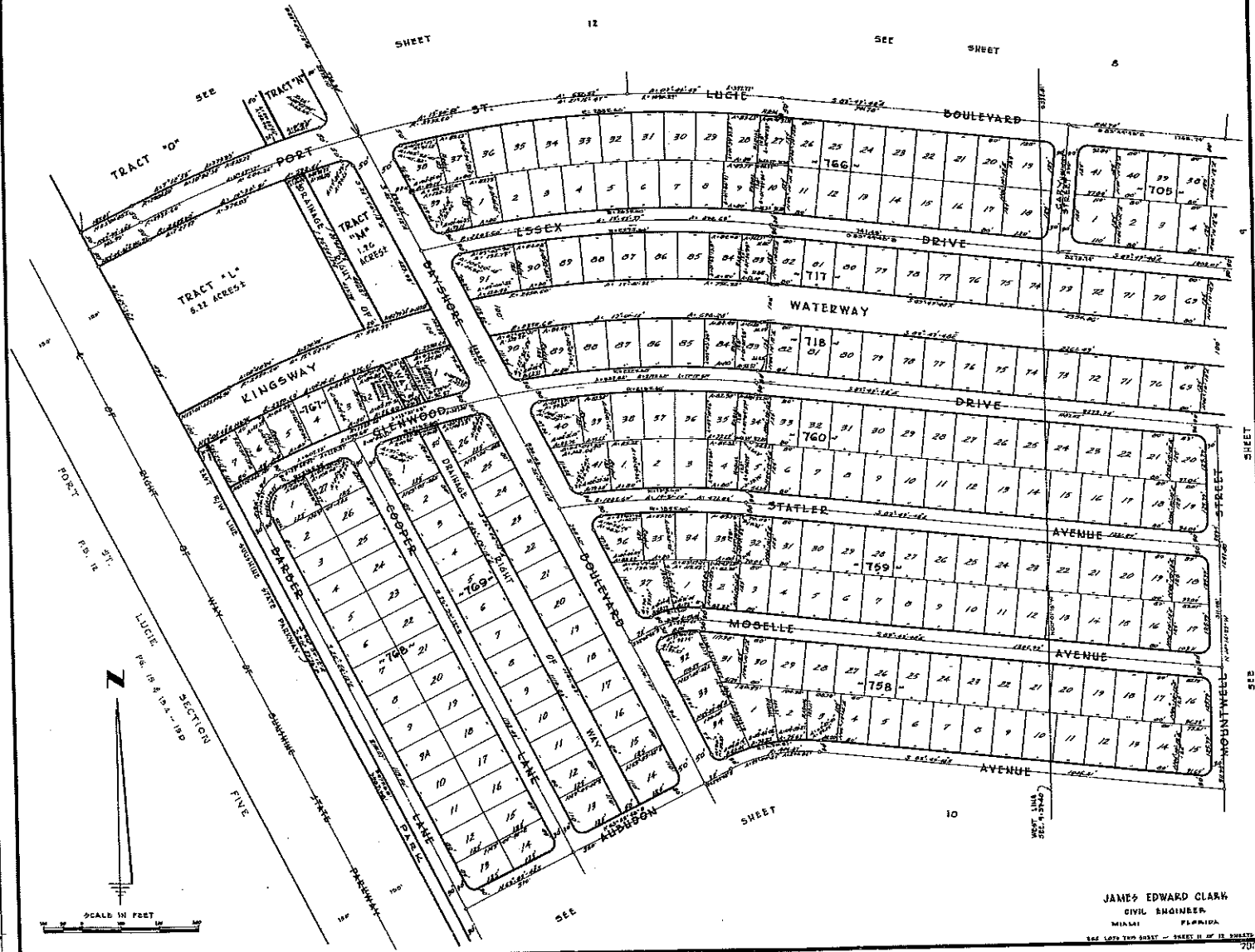
CALC. BY D.L.G.
DRAWN BY
CHECKED BY D.L.G.
APPROVED BY J.E.C.

702

PORT ST. LUCIE — SECTION EIGHTEEN

Book 13
Page 17J

A SUBDIVISION OF SECTION 4 AND A PORTION OF SECTIONS 8, 10 & 11,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 11 OF 12 SHEETS



CALC. BY: D.L.S./G.D.
DRAWN BY: [illegible]
CHECKED BY: D.L.S. CE
APPROVED BY: JB

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

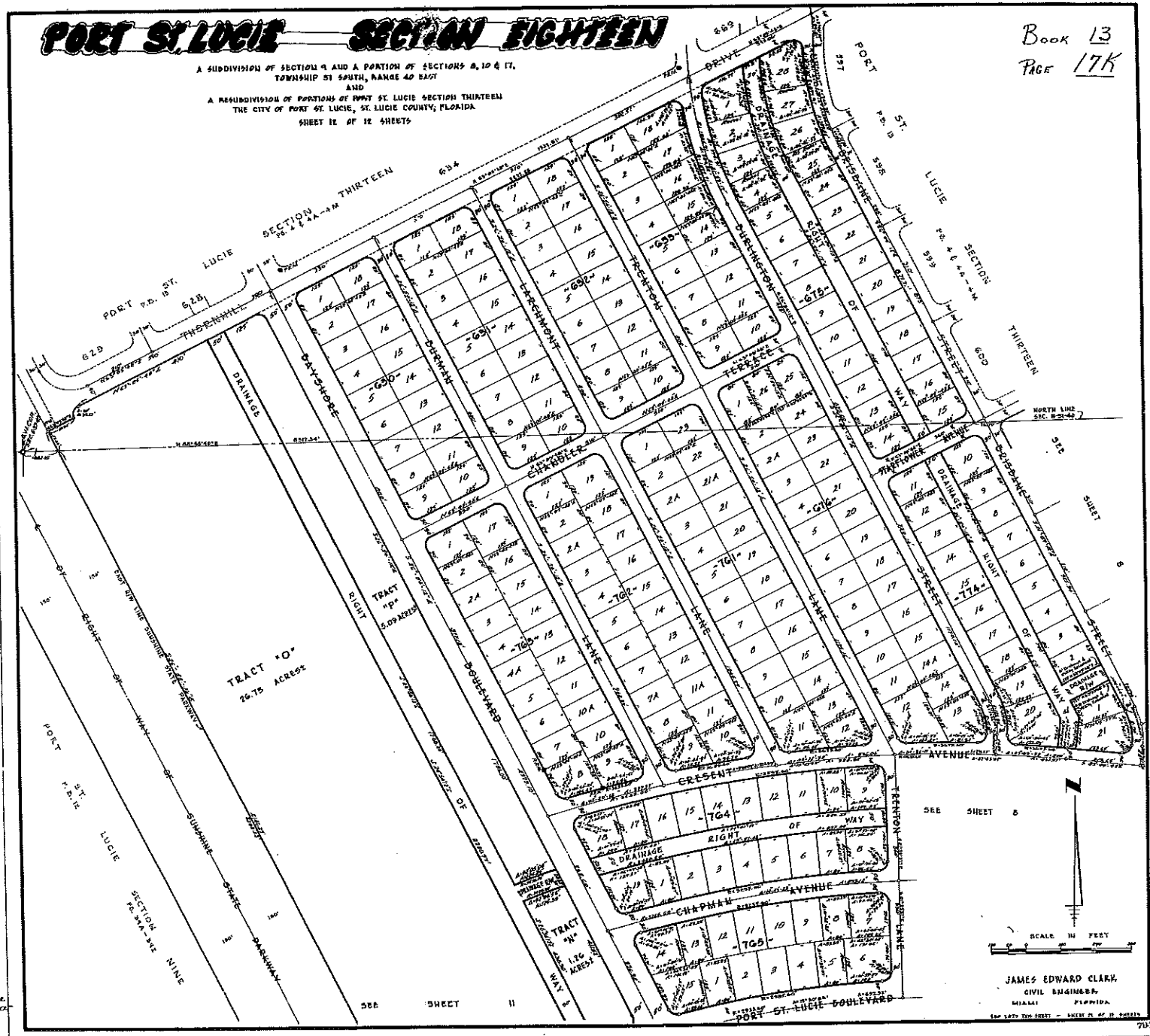
SEE LOTS TWO SHEET — SHEET 11 OF 12 SHEETS

593

PORT ST. LUCIE — SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 12 OF 12 SHEETS

Book 13
Page 17K



CALC BY: D.L.G.
DRAWN BY: [illegible] 62
CHECKED BY: D.L.G. 62
APPROVED BY: JEC

WARRANTY DEED
(FROM CORPORATION

RAMCO FORM A-3 (PHOTOSTAT)

450099

1-

.30
.55

This Warranty Deed *Made and executed the* 29th *day of* June, *A. D.* 19 79 *by*

GENERAL DEVELOPMENT CORPORATION

a corporation existing under the laws of Delaware *, and having its principal place of business at* 1111 South Bayshore Drive, Miami, Florida 33131 *hereinafter called the grantor, to* PORT ST. LUCIE, a Florida Municipal corporation

whose postoffice address is Morningside Boulevard, Pt. St. Lucie, Florida 33452

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: *That the grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in* St.Lucie *County, Florida, viz:*

A tract or parcel of land lying in Sections 5 and 8 Township 37 South, Range 40 East, more particularly described as follows:-

The Northerly 500 feet of the Easterly 325 feet of Tract "O" as shown on Plat of PORT ST. LUCIE SECTION EIGHTEEN recorded in Plat Book 13, Page 17 of the Public Records of St. Lucie County, Florida. All lying and being in the City of Port St. Lucie, St. Lucie County, Florida. Containing 3.73 Acres, more or less.

This Deed is executed subject to taxes assessed for the year 1979 and to all subsequent years, to easements, conditions, limitations and restrictions of record and to the further particular restrictions and limitations as follows, to wit:

1. The Grantee acrees to provide effective screening to screen the property from public view as well as to enclose the subject property with fencing material.

2. The Grantee agrees that prior to the commencement of construction of any kind, including but not limited to original construction and subsequent or

.....Cont'd.on Rider

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

To Have and to Hold, *the same in fee simple forever.*

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

(CORPORATE SEAL)

In Witness Whereof *the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.*

ATTEST: SAUL J. SACK, Assistant Secretary

GENERAL DEVELOPMENT CORPORATION

By ERIC A. TRAUB, Senior Vice President

Signed, sealed and delivered in the presence of

Margaret B. Hampagne

Enid M. Mahoney

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ERIC A. TRAUB and SAUL J. SACK

Vice

well known to me to be the Senior President and Assistant Secretary respectively of the corporation named as grantor in the foregoing deed and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of June, A D 19 79

This Instrument prepared by:

(This Instrument Was Prepared By)

Address ALBERT L. ROSEN, Corporate Counsel
General Development Corporation
1111 S Bayshore Drive
Miami, Florida 33131

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN 26, 1981
BONDED THRU GENERAL INS. UND.

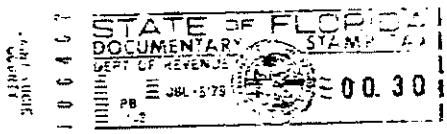
RIDER TO WARRANTY DEED FROM GENERAL DEVELOPMENT CORPORATION TO PORT ST. LUCIE, a Florida Municipal corporation

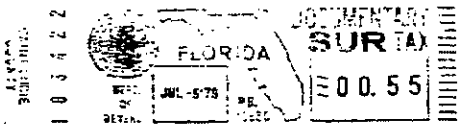
future alterations or modifications, all plans and specifications shall be submitted for approval to Grantor. Grantor shall review the data submitted as to aesthetical, functional and economical conformance with the area and its proposed development and Grantor agrees that such approval shall not be unreasonably withheld.

3. The parties acknowledge and agree that the premises shall be used for the sole purpose of a maintenance compound and any modification or change in such use will require the consent and approval of Grantor.

4. The Grantee further agrees that it shall not erect, place or allow to be placed, any sign or other advertising matter in and about the subject property without the written consent of the Grantor.

5. The Grantee further agrees that it will comply with all lawful requirements of the Board of Health, Police Department, Fire Department, Municipal, County, State and Federal authorities respecting the manner in which it uses the subject premises.





'79 JUL -5 AM 9 44

FILED AND RECORDED
ST. LUCIE COUNTY, FLA.
ROGER POITRAS
CLERK CIRCUIT COURT

450099

BOOK 311 PAGE 2693

1083592

DECLARATION OF PARTY WALL EASEMENT

By the CITY OF PORT ST. LUCIE, FLORIDA

For the benefit of

PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION

Dated as of September 1, 1990

Rec Fee $ 7.50 DOUGLAS DIXON
Add Fee $ _____ St. Lucie County
Doc Tax $ _____ Clerk of Circuit Court
Int Tax $ _____ By CW
Total $ 7.50 Deputy Clerk

This instrument was prepared by
and following recording should be
returned to:

Robert O. Freeman, Esq.
Florida Bar No. 0173396
c/o Squire, Sanders & Dempsey
2100 Florida National Bank Tower
Jacksonville, Florida 32202

OR 719 PG 124

DECLARATION OF PARTY WALL EASEMENT

THIS DECLARATION ("Declaration") is made this 1st day of September, 1990, by the CITY OF PORT ST. LUCIE, a municipality of the State of Florida, having its address at City Hall Plaza, 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 33452 (the "City").

RECITALS:

1. The City is the fee owner of the parcel of land described on Exhibit A attached hereto and by this reference made a part hereof (the "City Premises") and has constructed thereon a city maintenance building (the "Building");

2. The City is also the fee owner of the parcel of land described on Exhibit B attached hereto and by this reference made a part hereof (the "Addition Premises"), and there is constructed thereon an addition to the Building (the "Addition");

3. Pursuant to a Ground Lease and Bill of Sale dated September 1, 1990, the City has conveyed title to the Addition and has leased the Premises, both to Port St. Lucie Governmental Finance Corporation (the "Corporation"), a Florida corporation not-for-profit;

4. There is a party wall (the "Party Wall") between and forming a part of the Building and the Addition, as shown on the plot plan attached hereto and hereby made a part hereof as Exhibit C;

5. The City desires to provide for certain rights, obligations and easements in connection with the Party Wall, as more particularly hereinafter set forth.

NOW, THEREFORE, the City hereby declares as follows:

1. The City hereby dedicates and creates an easement for the benefit of and appurtenant to both the City Premises and the Addition Premises for the party wall purposes with respect to the Party Wall, including the right of installation and/or replacement of all wires, pipes, conduits and lines upon, over and/or through said Party Wall, the right and privilege to tie in and use the Party Wall for support, structural or otherwise, and the right to the use of the building areas adjoining the Party Wall for purposes of maintenance, repair, alteration, inspection and replacement thereof.

2. The cost of repair and maintenance of the Party Wall necessitated by ordinary wear and tear shall be shared by the City and the Corporation, as lessor, in proportion to their respective use of the Party Wall at the time such repair or maintenance is completed. If the Party Wall is destroyed or damaged by any cause, either of such parties may restore it, and if the other party thereafter makes use of the Party Wall it shall contribute to the cost of restoration in proportion to such use. For purposes of this Declaration and the enforcement of the rights and responsibilities hereunder, it shall be presumed that the Corporation and the City each has a percentage use of fifty-percent (50%) of the party wall.

3. Notwithstanding any provisions hereof to the contrary, if the Party Wall is damaged or destroyed by the negligent or willful acts or omissions of either of such parties or its tenants or persons for whom it or its tenants are responsible, such party shall bear the entire cost of repair or restoration occasioned by such damage or destruction, and nothing herein contained shall prejudice the common law or statutory rights of any party to recover from any other party for such negligent or willful acts or omissions.

4. Any party entitled to contribution for repair, maintenance, restoration or protection of the Party Wall shall have a lien on the property of the party against which it is entitled to such contribution, which lien may be foreclosed in the same manner as a mechanics' lien as provided by the statutes of the State of Florida.

5. This Declaration shall create mutual and equitable benefits and servitudes upon the City Premises and the Addition Premises, the covenants hereof shall be deemed to run with the land, and this Declaration shall be binding upon and shall inure to the benefit of the City, its successors and assigns, including without limitation any subsequent fee owner of either the City Premises or the Addition Premises.

IN WITNESS WHEREOF, the City has caused this Declaration to be duly executed as of the day and year first above written.

WITNESSES:

Stacey A Williams

CITY OF PORT ST. LUCIE, FLORIDA

By: William B. McChesney
Its Mayor

Attest:
Its City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

STATE OF FLORIDA)
) ss.
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 26th day of September, 1990, by William B. McChesney and Sandra K. Johnson, the Mayor and City Clerk, respectively, of the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipality, on behalf of the municipality.

(SEAL)

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 21 1994
BONDED THRU GENERAL INS. UND.

3248/POR43007/AE1/092590

CONSENT OF PORT ST. LUCIE GOVERNMENTAL LEASING CORPORATION

The undersigned, as holder of a leasehold interest in and under that certain Ground Lease and Bill of Sale dated September 1, 1990, covering the premises described on Exhibit "B" to the within Declaration, hereby consents to the terms and conditions of said Declaration, and agrees that it is and shall be bound thereby and that its rights and interests under said Ground Lease are and shall be subject and subordinate to the terms and conditions of said Declaration.

(SEAL)

PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION

By _____
Its Vice President

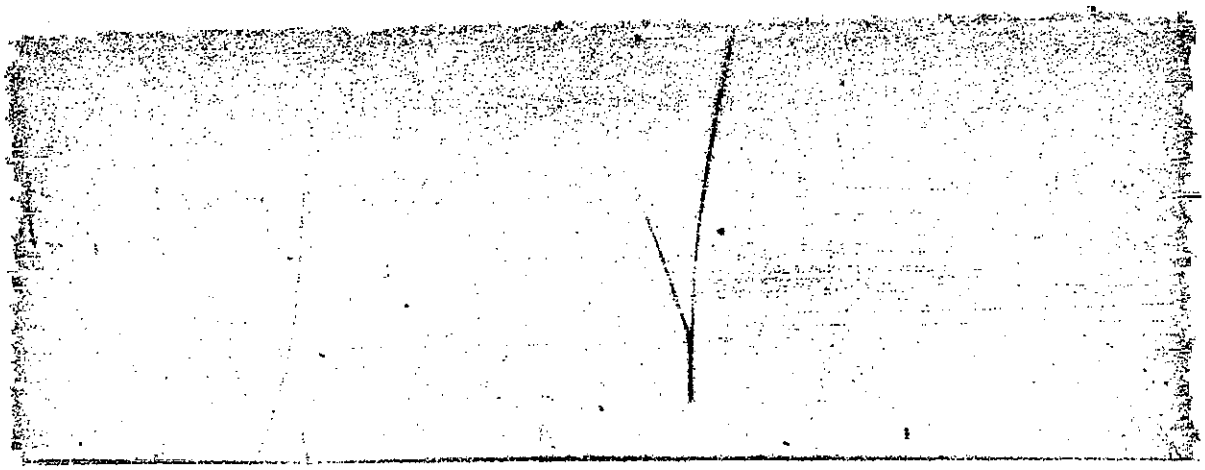
ATTEST:

_____
Its Secretary/Treasurer

3248/PORA3007/AE1/092590

OR 719 PG 127

600



STATE OF FLORIDA)
) ss.
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 26th day of September, 1990, by David C. Riley and G. Wayne Allgire, the Vice-President and Secretary/Treasurer, respectively, of PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not-for-profit corporation, on behalf of the corporation.

(SEAL)

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN.23,1994
BONDED THRU GENERAL INS. UND.

3248/POA41007/AE1/092590

OR 0719 PAGE 128

EXHIBIT A

City Premises

Maintenance Building Addition

LEGAL DESCRIPTION

Commencing at the Northeast corner of Tract "O", PORT ST. LUCIE, SECTION 18, according to the plat thereof, as recorded in Plat Book 13, page 17, Public Records of St. Lucie County, Florida; thence along the East line of said Tract "O" South 26 degrees 54 minutes 12 seconds East, a distance of 319.32 feet; thence South 63 degrees 05 minutes 48 seconds West, a distance of 89.63 feet to the Point of Beginning; thence continue South 63 degrees 05 minutes 48 seconds West, a distance of 120.30 feet; thence South 26 degrees 54 minutes 12 seconds East, a distance of 120.20 feet; thence North 63 degrees 05 minutes 48 seconds East, a distance of 120.30 feet; thence North 26 degrees 54 minutes 12 seconds West, a distance of 40.20 feet; thence South 63 degrees 05 minutes 48 seconds West, a distance of 75.00 feet; thence North 26 degrees 54 minutes 12 seconds West, a distance of 40.00 feet; thence North 63 degrees 05 minutes 48 seconds East, a distance of 75.00 feet; thence North 26 degrees 54 minutes 12 seconds West, a distance of 40.00 feet to the Point of Beginning.

TOGETHER WITH A THIRTY FOOT EASEMENT for the purpose of ingress and egress to which the centerline is more particularly described as follows: Commencing at the Northeast corner of Tract "O", PORT ST. LUCIE, SECTION 18, according to the plat thereof, as recorded in Plat Book 13, page 17, Public Records of St. Lucie County, Florida; thence along the North line of said Tract "O" South 63 degrees 05 minutes 48 seconds West a distance of 58.00 feet to the Point of Beginning; thence South 26 degrees 54 minutes 12 seconds East, a distance of 285.00 feet; thence South 13 degrees 48 minutes 10 seconds West a distance of 25.49 feet; thence South 26 degrees 54 minutes 12 seconds East, a distance of 150.20 feet; thence South 63 degrees 05 minutes 48 seconds West, a distance of 150.30 feet; thence North 26 degrees 54 minutes 12 seconds West, a distance of 150.20 feet; thence North 63 degrees 05 minutes 48 seconds East, a distance of 150.30 feet to the Point of Termination.

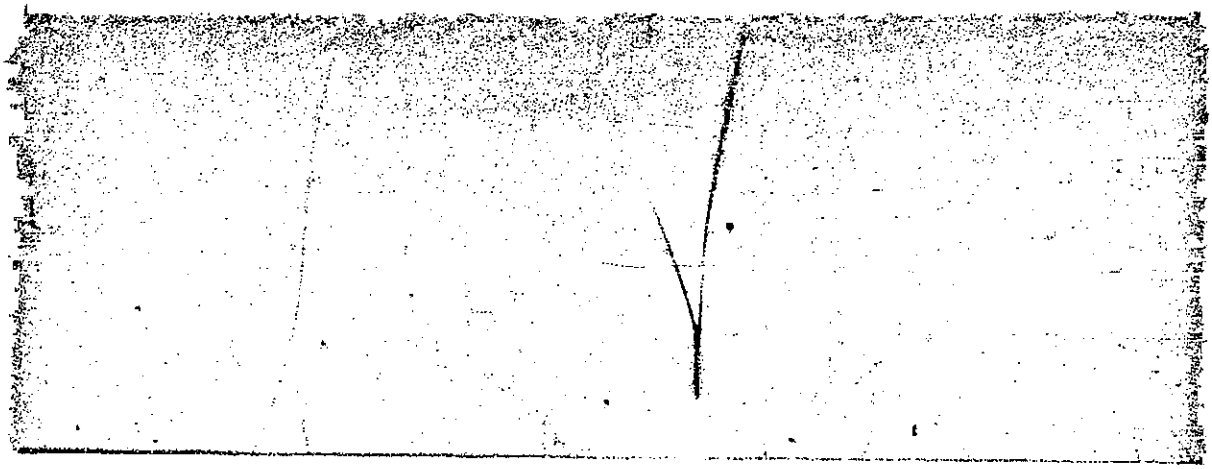


EXHIBIT B

Addition Premises

Existing Maintenance Building

Legal Description

Beginning at a point, said point being the northeast corner of Tract "O" as identified as Port St. Lucie Section 18 as of record in Plat Book 13, Page 17K; thence along the southern boundary of Thornhill Drive in a western direction a distance of 90 feet plus or minus and in a southerly direction parallel to the eastern property line a distance of 372 feet to the beginning point; thence along a line in a southern direction in line with the existing building a distance of 40 feet plus or minus to a point; thence along a line in a western direction a distance of 71 feet plus or minus to a point; thence along a line in a northern direction a distance of 40 feet plus or minus to a point; thence along a line in an eastern direction a distance of 71 feet plus or minus to the point of beginning and containing 2,840 square feet more or less.

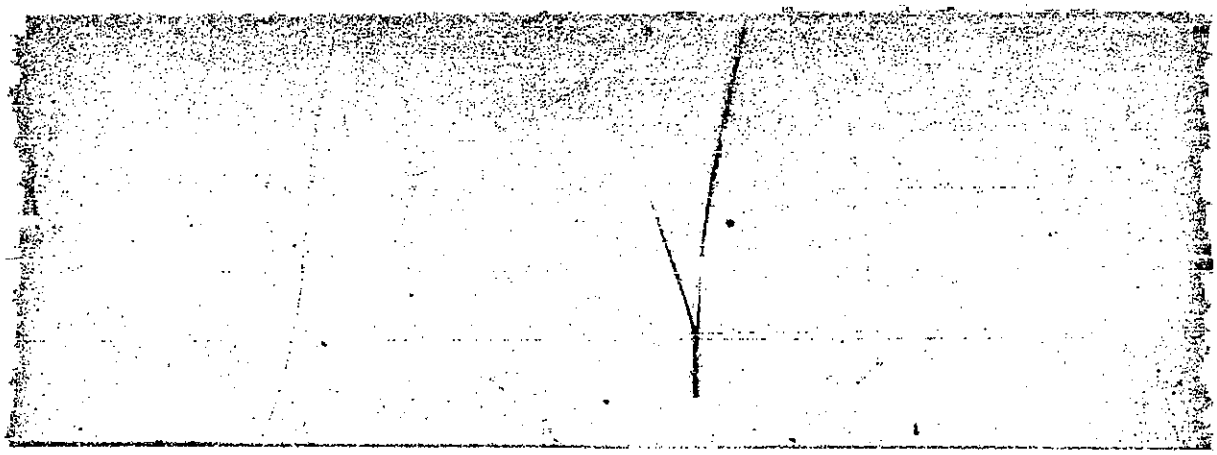
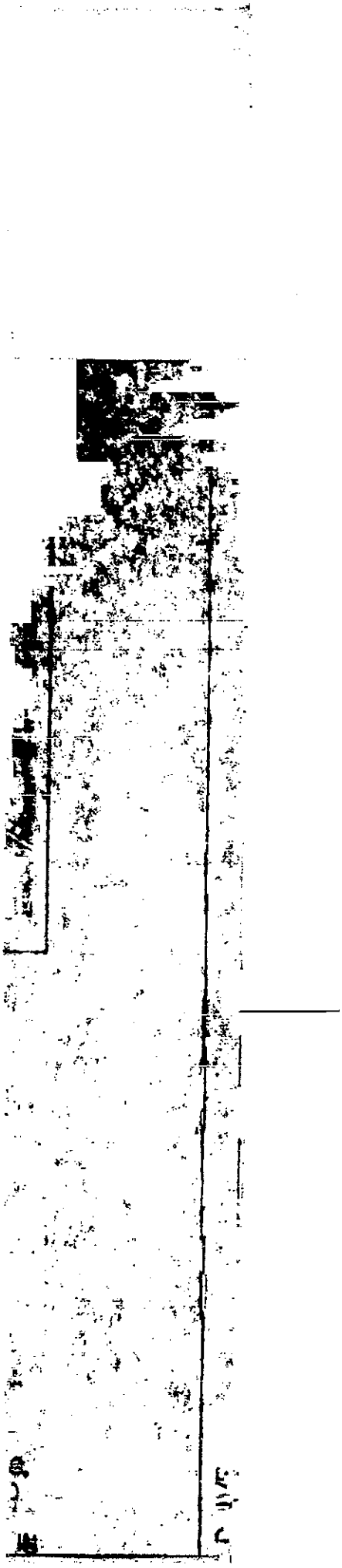


EXHIBIT C

Plot Plan

R0719 REC'D 131



ST. LUCIE COUNTY, FLORIDA.

CONTAINING 3.73 ACRES MORE OR LESS.

INGRESS & EGRESS EASEMENT:

A THIRTY FOOT EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS TO WHICH THE CENTERLINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

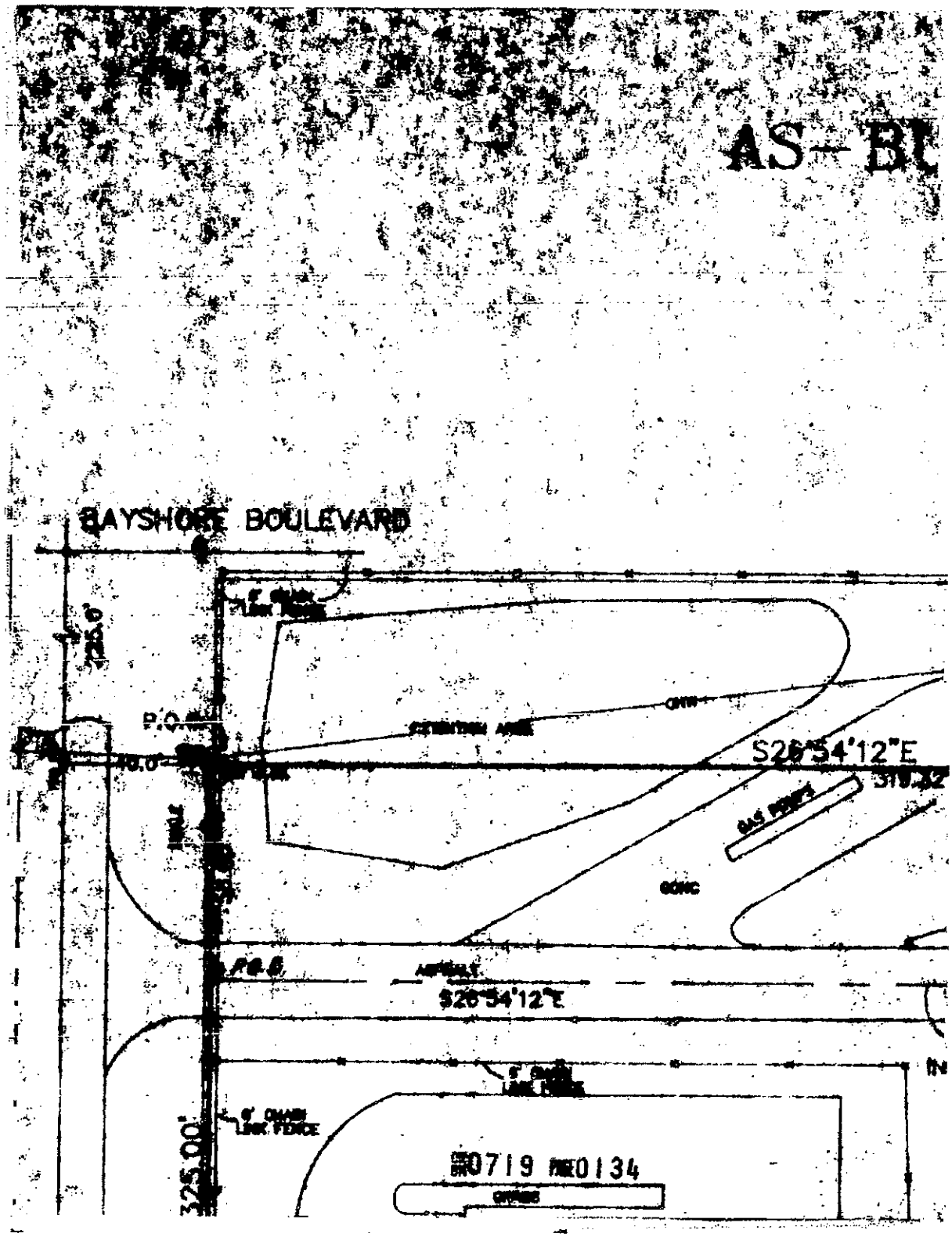
COMMENCING AT THE NORTHEAST CORNER OF TRACT 'O', PORT ST. LUCIE SECTION 18, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRACT 'O' S63°05'48"W, A DISTANCE OF 58.00 FEET TO THE POINT OF BEGINNING; THENCE S26°54'12"E, A DISTANCE OF 285.00 FEET; THENCE S13°48'10"W, A DISTANCE OF 25.49 FEET; THENCE S26°54'12"E, A DISTANCE OF 150.20 FEET; THENCE S63°05'48"W, A DISTANCE OF 150.30 FEET; THENCE N26°54'12"W, A DISTANCE OF 150.20 FEET; THENCE N63°05'48"E, A DISTANCE OF 150.30 FEET TO THE POINT OF TERMINATION.

LEGAL DESCRIPTION – CORRUGATED METAL BUILDING:

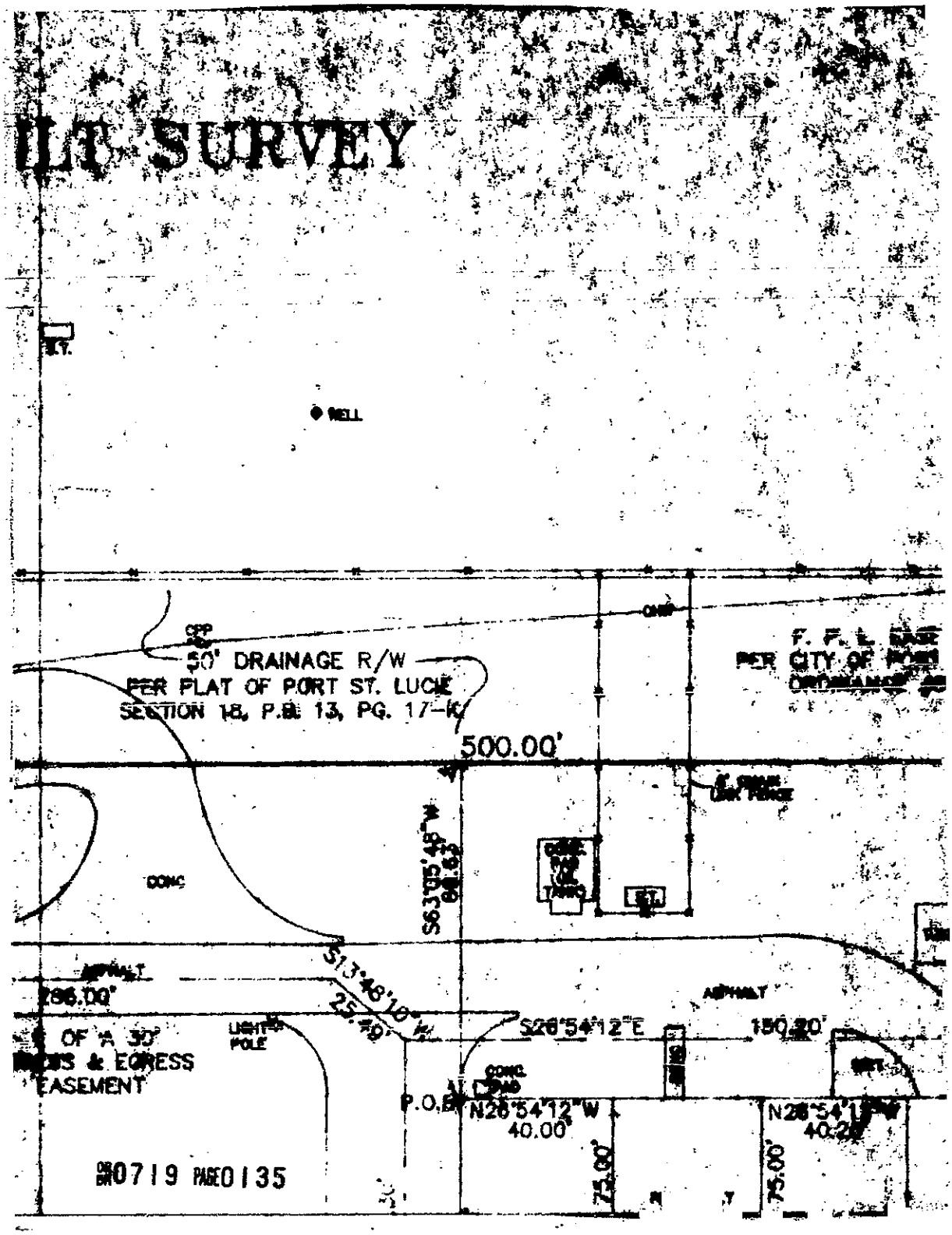
COMMENCING AT THE NORTHEAST CORNER OF TRACT 'O', PORT ST. LUCIE SECTION 18, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID TRACT 'O' S26°54'12"E, A DISTANCE OF 319.32 FEET; THENCE S63°05'48"W, A DISTANCE OF 89.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S63°05'48"W, A DISTANCE OF 120.30 FEET; THENCE S26°54'12"E, A DISTANCE OF 120.20 FEET; THENCE N63°05'48"E, A DISTANCE OF 120.30 FEET; THENCE N26°54'12"W, A DISTANCE OF 40.20 FEET; THENCE S63°05'48"W, A DISTANCE OF 75.00 FEET; THENCE N26°54'12"W, A DISTANCE OF 40.00 FEET; THENCE N63°05'48"E, A DISTANCE OF 75.00 FEET; THENCE N26°54'12"W, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

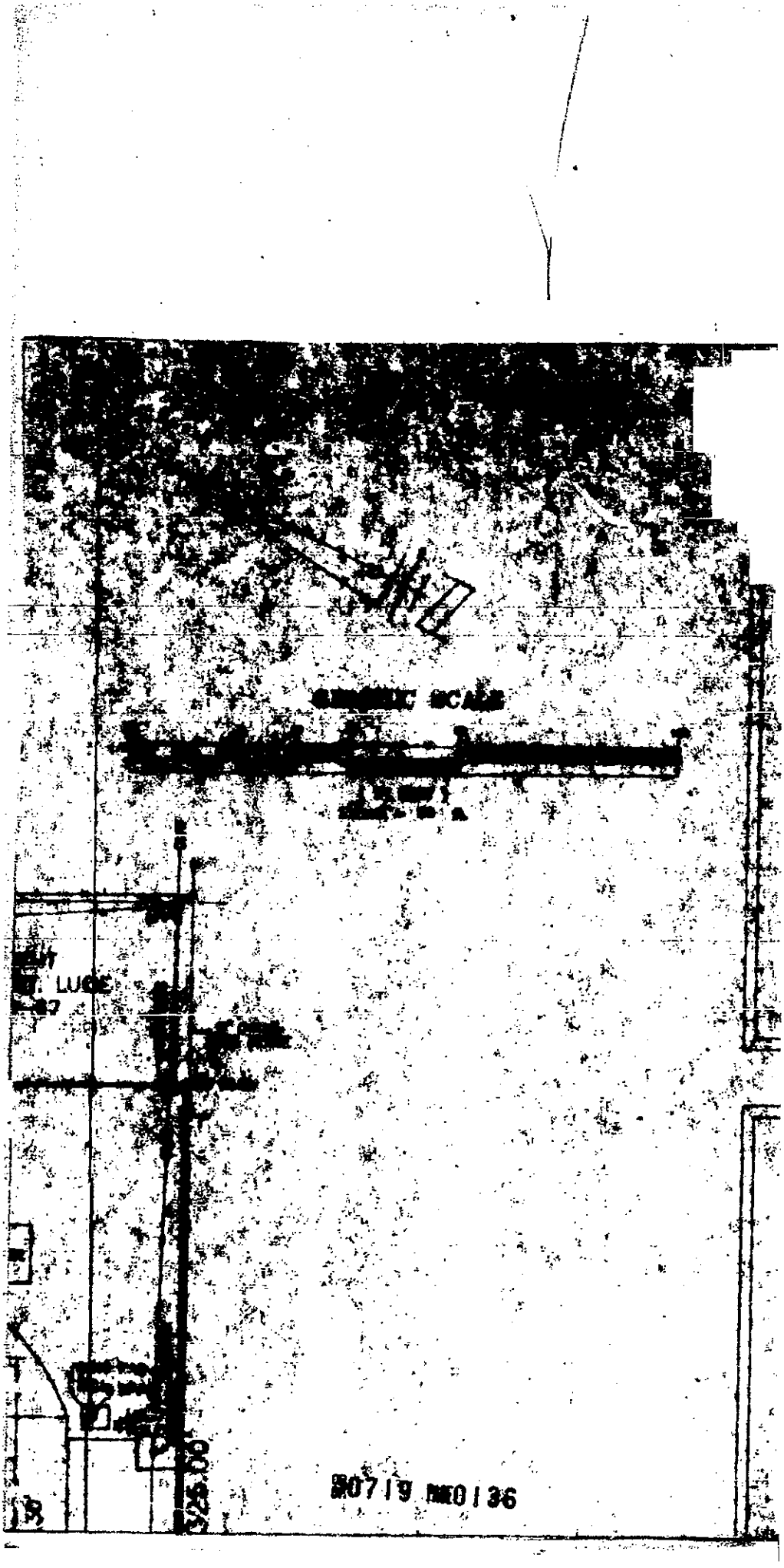
ORB 719 PG 0133

606


AS-BU
BAYSHORE BOULEVARD
P.O.B.
S26°54'12"E
319.32
S26°54'12"E
325.00'
0719 PAGE 134

ILT SURVEY


WELL
50' DRAINAGE R/W
PER PLAT OF PORT ST. LUCIE
SECTION 18, P.B. 13, PG. 17-K
500.00'
CONC.
ASPHALT
286.00'
OF "A" 30'
EASEMENT
LIGHT POLE
S26°54'12"E
150.20'
P.O.B.
N26°54'12"W
40.00
75.00'
OR BK 0719 PAGE 0135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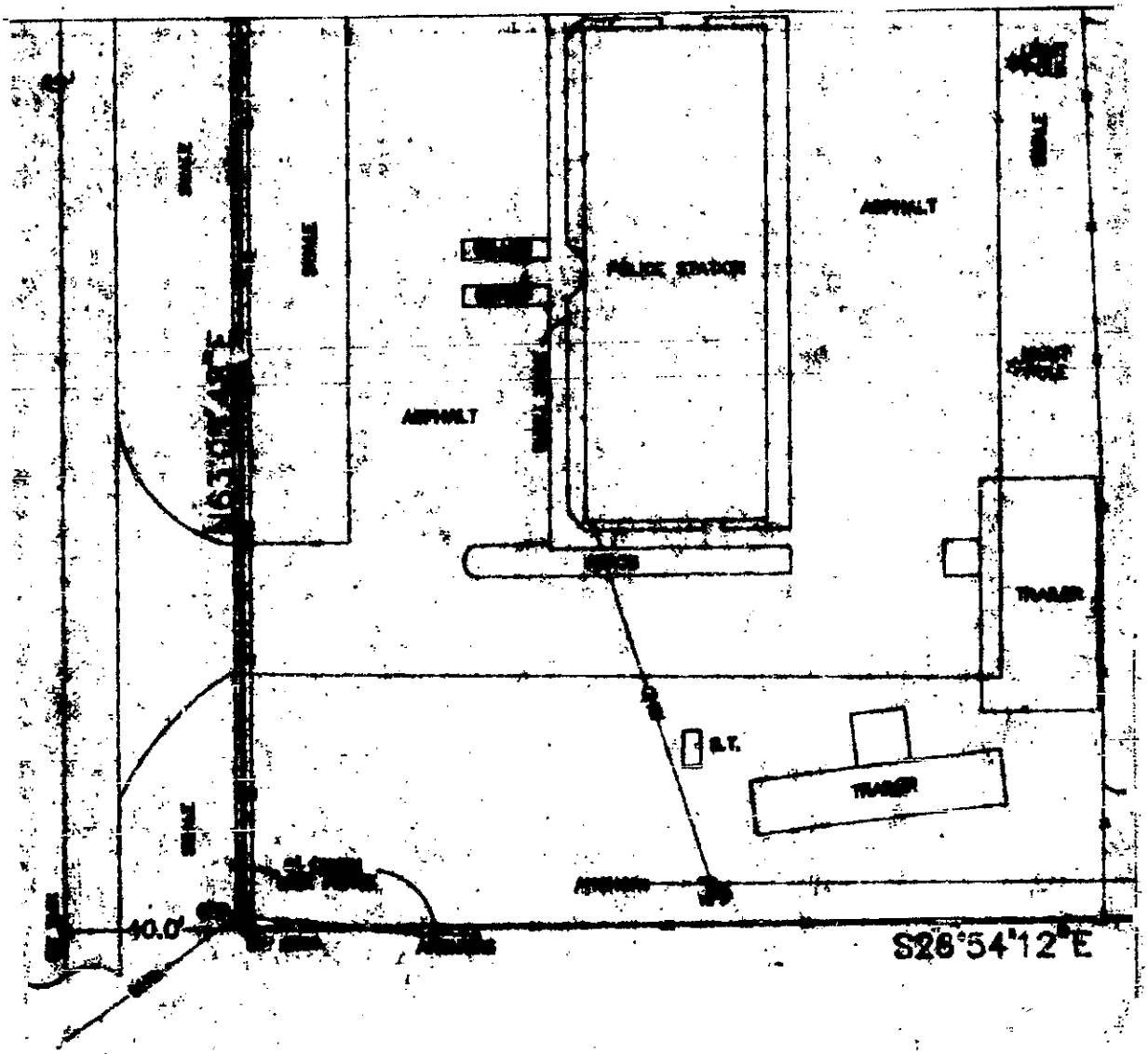
807/9 RR0/36



SURVEY NOTES:

1. [illegible]
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3. [illegible]
4. [illegible]

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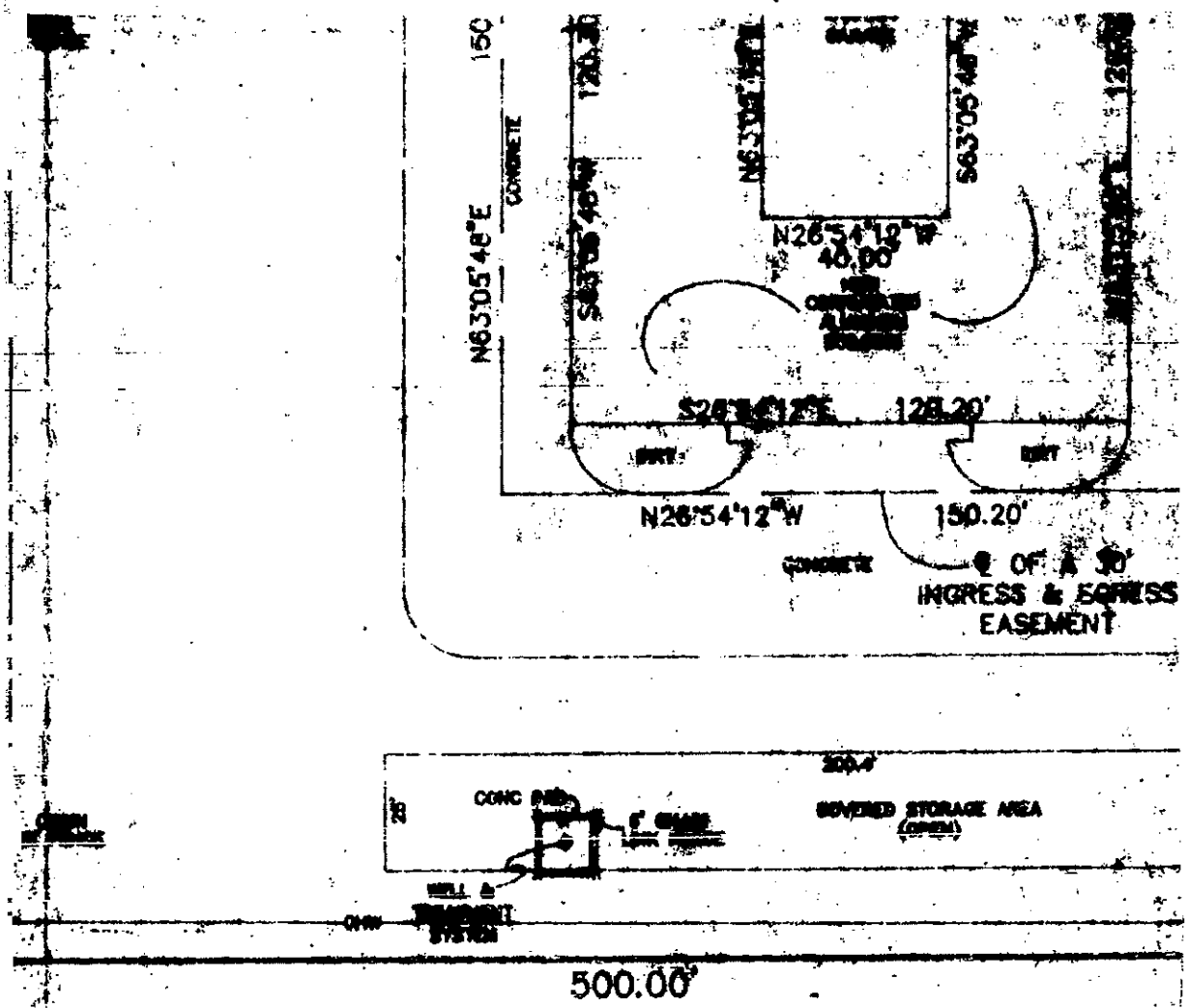
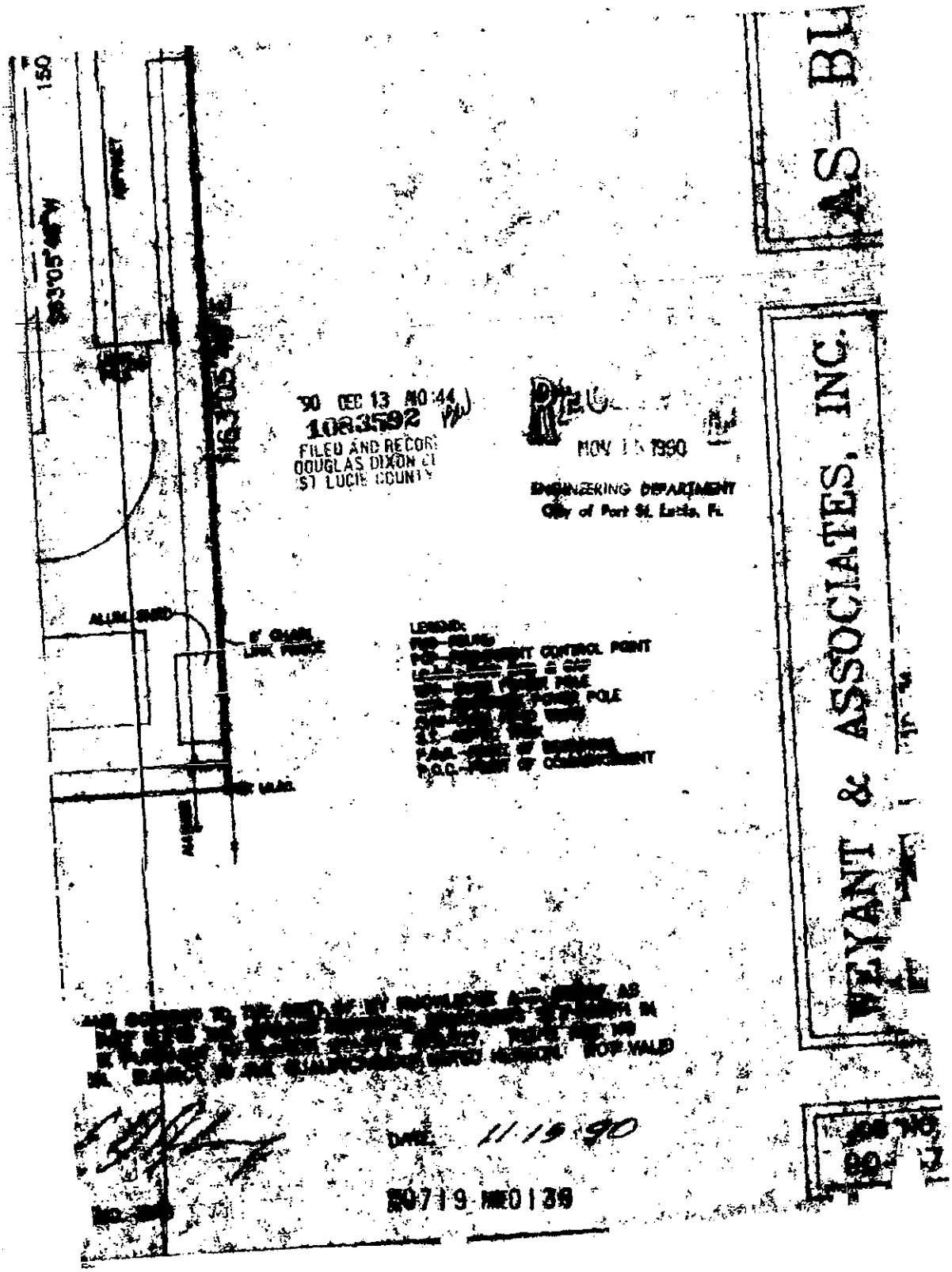


CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH OF SURVEY HEREON IS
SURVEYED UNDER MY DIRECTION. I FURTHER CERTIFY THAT
THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE
MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND
SURVEYORS PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY
UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

807 19 PAGE 138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FILED AND RECOR
DOUGLAS DIXON C
ST LUCIE COUNTY
NOV 1 5 1990
ENGINEERING DEPARTMENT
City of Port St. Lucie, Fl.
LEGEND:
POINT OF COMMENCEMENT
P.O.C.
DATE 11/15/90
90719 PG0139
BEYANT & ASSOCIATES, INC.

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1298405 OR BOOK 0880 PAGE 0140
Recorded: 01-13-94 11:20 A.M.

ST. LUCIE COUNTY UTILITIES DEPARTMENT

UNIFORM WATER AND SEWER EXTENSION AND SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 29th day of December 1993, by and between **CITY OF PORT ST. LUCIE**, a political subdivision of the State of Florida hereinafter referred to as "City", and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "Utility".

WHEREAS, City owns or controls lands located in St. Lucie County, Florida, and more fully described by legal description in Exhibit "A" and as shown on Exhibit "C", attached hereto and made a part hereof as if fully set out in this Agreement, and hereinafter referred to as the "Property" which is an existing Maintenance Facility; and,

WHEREAS, the City acknowledges that Utility has adopted by legally valid and binding resolutions a Uniform Extension Policy, Uniform Water and Sewer Service Policy, and Rates, Fees and Charges, as amended from time to time, which have the force of law; and govern the legal relationship between the City and Utility with respect to utility service provided to City's Property; and,

WHEREAS, the City understands that this contract for service in no way entitles the City to land densities which are greater than those allowed under the density provisions of the Comprehensive Plan of St. Lucie County, or to development rights as may otherwise be regulated by the Board of County Commissioners; and,

WHEREAS, the City has prepared project costs which have been certified by an engineer registered in the State of Florida for installation of the six (6") inch water main and the twelve inch (12") water main as shown on Exhibit "B1".

NOW THEREFORE, for and in consideration of these premises, City hereby covenants and agrees as follows:

1. Definitions. The definitions and references used in the Uniform Water and Sewer Service Policy and Uniform Extension Policy (District #1) shall be used for the purpose of interpreting the terms as used in this agreement and apply unless the context indicates a different meaning.

2. Payment. Upon execution of this Agreement, City shall not be responsible for the payment of guaranteed revenue fees in accordance with the St. Lucie County Uniform Extension Policy. Citt shall pay, in full, connection charges for all capacity reserved hereunder on the date of execution of this Agreement as provided in the Uniform Extension Policy. The payment schedule for City is set forth on Exhibit "B" to this Agreement.

11/18/93

94-28843

3. Equivalent Residential Connections Reserved. The parties agree that the capacity needed to provide service to the Properties is 3.0 equivalent residential connections (ERCs) for water service and 3.0 equivalent residential connections (ERCs) for sewer service.

4. On-Site Facilities. The City shall install two (2) Grinder Sewer Pumping Stations and the necessary appurtenances to connect to the existing County force main in the street right-of-way as shown on plans prepared by the City, being drawing No. 92-212, sheet 1 of 3, dated April, 1993. Said plans may be subject to revisions prior to final approval by Utility. These private sewer systems will be owned and maintained by the City.

5. Off-Site Facilities. The City shall provide, install, and dedicate to Utility all pipe, services, and appurtenances thereto in accordance with the Utility's standards and specifications as shown on Exhibit "D" and more particularly identified on plans drawn by Connelly & Wicker, Inc., being drawing No. 8807-4, dated February 1992, less and except gravity sewer system. Actual materials shall be as described on the final Bill-Of-Sale as prepared by the City and transmitted to the Utility for approval and acceptance in accordance with the Uniform Extension Policy. City will install approximately 115 linear feet of six (6") inch and 2,910 linear feet of twelve (12") inch water main.

a. The Utility hereby agrees to the installation of the 12" water line. The City, for consideration for oversizing the water main from 8" to 12" and shall be eligible for third party refunds as future connections are made to the water lines as shown on Exhibit "D". The Utility will collect from subsequent Developers who utilize such facilities and act as a transfer agent for return of such monies to the City. The differential cost of oversizing the water line is approximately $30,913.94 as shown on Exhibit "E". The breakdown for the remaining capacity available, is shown on Exhibit "F".

b. The City is to be reimbursed for any commercial ERC's based upon the number of ERC's as shown on Exhibit "F" and has requested that the residential ERC's be waived.

c. The term of the refund agreement shall be limited to seven (7) years after the date of execution of the Agreement.

6. Restrictive Covenant. City, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

OR BOOK 0880 PAGE 0141

a. Utility, or its successors, has the sole and exclusive right to provide all water and sewer facilities and services to the Property described in Exhibit "A" and to any property to which water and sewer service is actually rendered by Utility. All occupants of any residence or commercial improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall receive their water and sewer service from the aforesaid Utility and shall pay for the same in accordance with the rates, fees and charges adopted by Utility, the Uniform Water and Sewer Service Policy and the Uniform Extension Policy, for so long as the aforesaid Utility provides such services to the property; and, all occupants of any residence or commercial improvement erected or located on the property and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree, by occupying any premises on the Property, or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use water and sewer service from any source other than that provided by the Utility. However, there is excluded from this restriction, any water well or water source used solely and exclusively for the purpose of supplying water for air conditioning or irrigation on the Property.

b. Further, in order to give an additional and supplementary notice to all the future owners of any of the Property of the rights of Utility to provide the Property with water and sewer facilities and services and receive easements thereon, the City hereby covenants and agrees to have the above restrictive covenant included in the general subdivision restrictions and to place the same of record in the Public Records of St. Lucie County, Florida.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to City, shall be mailed or delivered to Developer at:

City Engineer
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

OR BOOK 0880 PAGE 0142

and if to the Utility at:

St. Lucie County Utilities Administrator
250 N.W. Country Club Drive
Port St. Lucie, FL 34986

St. Lucie County Administrator
2300 Virginia Ave. Annex
Fort Pierce, Florida 34982

St. Lucie County Attorney
2300 Virginia Ave. Annex
Fort Pierce, Florida 34982

MISCELLANEOUS PROVISIONS

8. Recordation of Agreement - Upon completion of execution of this Agreement by City and Utility, Utility shall, at City's expense, cause this Agreement to be recorded with the Clerk of Court of St. Lucie County.

9. Venue of any action to enforce the terms of this Agreement shall be in St. Lucie County if filed in state court and in the Southern District of Florida if filed in federal court.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto.

IN WITNESS WHEREOF, City and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

UTILITY:

ATTEST:

WITNESSES:

ST. LUCIE COUNTY, FLORIDA

BY: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS

_____
COUNTY ATTORNEY

CITY:

WITNESSES:

By: Donald Cloyes City Manager
Title:

FOR CITY:

STATE OF Florida

COUNTY OF St. Lucie

The forgoing instrument was acknowledged before me this 9th day of December, 1993, by Donald B Cooper.

Notary Public – State of

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN.23,1994
BONDED THRU GENERAL INS. UND.

City PSL Maint. Facility 5

94-28843

OR BOOK 0880 PAGE 0144

EXHIBIT "A"

LEGAL DESCRIPTION

CITY - MAINTENANCE FACILITY

TRACT O, PORT ST. LUCIE SECTION 18, AS RECORDED IN PLAT BOOK 13, PAGES 17 THRU 17K, ST. LUCIE COUNTY, FLORIDA.

OR BOOK 0880 PAGE 0145

EXHIBIT "B"

COMMERCIAL PAYMENT SCHEDULE
ST. LUCIE COUNTY UTILITIES-DISTRICT #1

PROJECT NAME: City of P.S.L. Maintenance Facility

WATER:	1) WATER PLANT CAPACITY CHARGE: 3.0 ERC's x $1,000.00	=$ 3,000.00
	BASIS: Maintenance facility well metered at 770 gpd/250 gpd (1 ERC) = 3.0 ERC's.	
	2) WATER LINE CHARGE: 3.0 ERC's X $200.00	=$ 600.00
	3) WATER METER CONNECTION CHARGE: 2 - 1" Meter x $200.00	=$ 400.00
TOTAL WATER CHARGES:		=$ 4,000.00
SEWER:	1) SEWER PLANT CHARGE: 3.0 ERC's x $1,300.00	=$ 3,900.00
	2) SEWER LINE CHARGE: 3.0 ERC's x $200.00	=$ 600.00
TOTAL SEWER CHARGES:		=$ 4,500.00
TOTAL WATER AND SEWER CHARGES:		=$ 8,500.00
WATER & SEWER SECURITY DEPOSIT: (Not Applicable)		
DOCUMENT RECORDING FEES: 12 pages ($6.00 first page and $4.50 for each additional page.)		=$ 55.50
INSPECTION FEES: (Per Uniform Extension Policy) (2% of Certified Construction Costs of $139,501.22)		=$ 2,790.02
TOTAL ALL CHARGES:		=$11,345.52

OR BOOK 0880 PAGE 0145

94-28843

EXHIBIT "B1"

Actual Construction Costs

Water and Sanitary Sewer Improvements
Thornhill Drive City Maintenance Yard

City of Port St. Lucie, Florida

OR BOOK 0880 PAGE 0147

I. Water System Improvements

A. Bayshore Boulevard & Thornhill

6-Inch PVC Water Mains	115 LF @ $7.12	$ 818.80
12-Inch PVC Water Mains	2,910 LF @ $15.25	44,377.50
6-Inch Gate Valves	2 @ $333.00	666.00
12-Inch Gate Valves	4 @ $786.00	3,144.00
Fire Hydrants	5 @ $1,750.00	8,750.00
Bore & Jack Under		
Port St. Lucie Blvd.	1 @ $19,000.00	19,000.00
Ductile Iron Fittings	3.13 Tons @ $3,988.00	12,482.44
1-Inch Double Services	76 LF @ $26.00	1,976.00
Blowoffs	7 @ $260.00	1,820.00
Remove & Replace Asphalt	236 LF @ $27.50	6,490.00
Remove & Replace Concrete Walks	75 @ $14.00	1,050.00
Seed & Mulch	4,000 LF @ $1.85	4,255.00
Sod		2,743.00
Mobilization		10,385.48
Jack & Bore Turnpike		9,443.00
Jack & Bore Bayshore		12,100.00
	Total, Water	$139,501.22

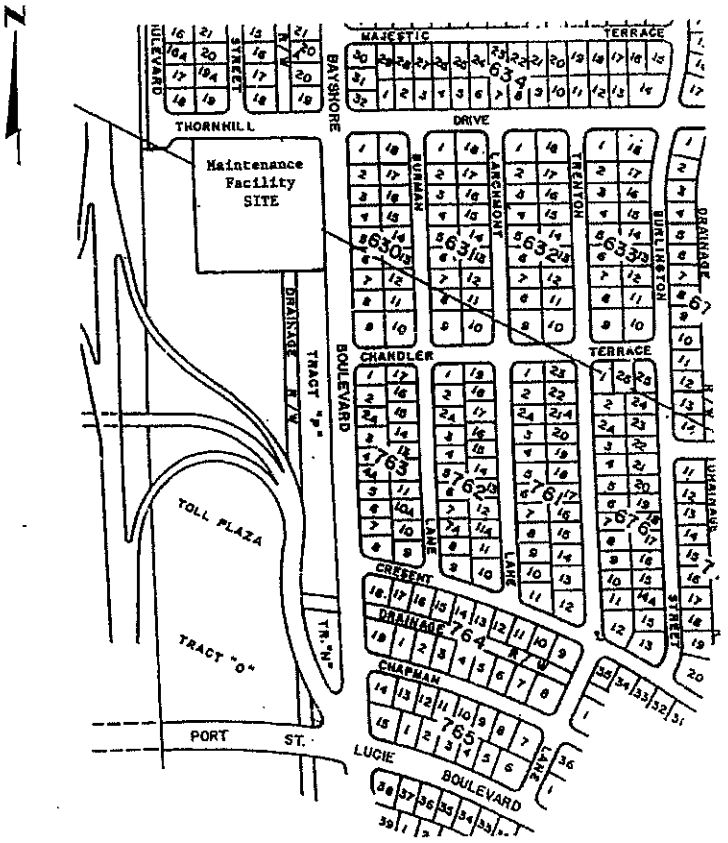
These figures represent actual quantities and costs for this job.

City PSL Maint. Facility 8

94-29843

EXHIBIT "C"

SITE AREA



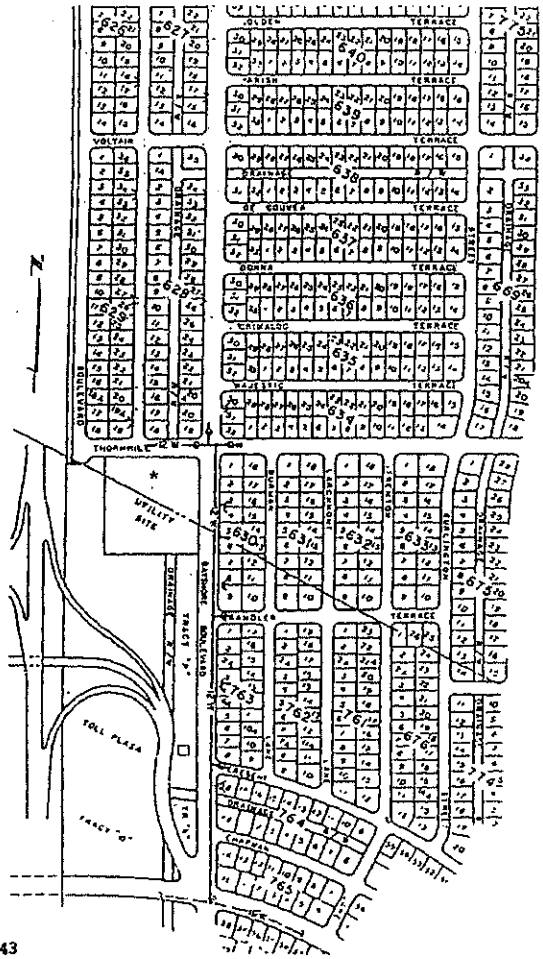
City PSL Maint. Facility 9

94-28843

OR BOOK 0880 PAGE 0148

EXHIBIT "D "

OFF-SITE



94-28843

City PSL Maint. Facility 10

OR BOOK 0880 PAGE 0149

EXHIBIT "E1"

ENGINEERING COST ESTIMATES FOR OVERSIZING

Water Main Oversizing
Bayshore Boulevard & Thornhill Drive
Construction Cost Estimate

1)	12-inch PVC Pipe	2910 L.F. @ $15.25	$44,377.50
2)	Ductile Iron Fittings	3.13 Tons @ $3,988.00	12,482.44
3)	12-inch Gate Valves	4 Each @ $786.00	3,144.00
4)	Bore & Jack Under Port St. Lucie Blvd. 24-inch ID	1 Each @ $19,000.00	19,000.00
			$79,003.94

1)	8-inch PVC Pipe	2910 L.F. @ $9.00	$26,190.00
2)	Ductile Iron Fitting	1.3 Tons @ $3,000.00	3,900.00
3)	8-inch Gate Valves	4 Each @ $500.00	2,000.00
4)	Bore & Jack Under Port St. Lucie Blvd. 16-inch ID	1 Each @ $16,000.00	16,000.00
			$48,090.00

Total Difference = $30,913.94

OR BOOK 0880 PAGE 0150

EXHIBIT "F"

REIMBURSEMENT CALCULATIONS

OVERSIZED FACILITIES:	Exhibit "E"	=$ 79,003.94
REQUIRED FACILITIES:	Exhibit "E"	=$ 48,090.00
		$ 30,913.94

WATER MAIN:

Oversize of 8" water line to 12" (Exhibit "E1")
Approximately 2,910 Linear feet. =$ 30,913.94

ERC BASIS:

FUTURE WATER CONNECTIONS:

ZONED RESIDENTIAL
(20 SINGLE FAMILY LOTS) 20.0 ERCs
Blocks 630, 634 & 763

ZONED GENERAL COMMERCIAL
2 LOTS, BLOCK 628 (Minimum 160 Front Footage) 1 Parcel
(20,000 sf x 20% = 4,000 sf x 0.1 gpd = 400 gpd/250 (1 ERC) = 1.6 ERCs

TOTAL = 21.6 ERCs

Refund amount = $ 30,913.94 =$ 1,431.20*
21.6 ERCs (Payback per ERC)

* In accordance with paragraph 5. b, the payback of $1,431.20 per ERC shall only apply to commercial connections.

94-28843

OR BOOK 0880 PAGE 0151

Date: April 5, 1996
Prepared under the supervision of:
Diane G. LeRoy, Attorney
Florida Department of Transportation
Turnpike District
605 Suwannee Street
Tallahassee, Florida 32301

Return to:
City of Port St. Lucie
Legal Department (E)
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

WPI NO.: **0150467**
PARCEL NO.: **222**
COUNTY: **St. Lucie County**
OLD PARCEL NUMBER: Part of 100.1-R

QUITCLAIM DEED

THIS INDENTURE, made this 8th day of April 1996, by and between the STATE OF FLORIDA, by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as party of the First Part and the City of Port St. Lucie, a Florida Municipal Corporation, the Party of the Second Part.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Party of the First Part, by action of the District Secretary on May 1, 1995 pursuant to the provisions of Section 337.25, Florida Statutes has agreed to quitclaim the land hereinafter described to the Party of the Second Part;

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part for and in consideration of the premises and the sum of One Dollar and other valuable consideration to it paid by the Party of the Second Part, assigns forever, all right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described in Exhibit "A" attached hereto and made a part hereof except that the Party of the First Part hereby reserves for itself, its successors and assigns in perpetuity, an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said property described in Exhibit "A"and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same. In addition, that the party of the first part imposes the following restriction on the property herein conveyed which will run with the land in perpetuity and be binding on all successors in title: No commercial transmission or receiving devices which carry signals that could cause interference with the operations of the party of the first part may be placed or constructed on the property.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party of the Second Part.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances.

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1472693 OR BOOK 1014 PAGE 2490
Recorded: 05-14-96 03:53 P.M.

IN WITNESS WHEREOF, the State of Florida Department of Transportation caused these presents to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed, sealed and
delivered in our presence
as witnesses:

Print name: Brian Gochar

Print name: Pam Brantley

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: James L. Ely
District Secretary
Turnpike District

Attest: Linda B. Smith
Executive Secretary
Turnpike District

Legal review: Duane G. LeRoy
Print name: Duane G. LeRoy

STATE OF FLORIDA
COUNTY OF

BEFORE ME, the undersigned authority, this day personally appeared, James L. Ely, District Secretary, Turnpike District, and Linda B. Smith, Executive Secretary, Turnpike District, of the State of Florida Department of Transportation, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposed therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 8th day of April, 1996.

(NOTARIAL SEAL)

Notary Public

CATHY V. GOODMAN
MY COMMISSION # CC 347670
EXPIRES: January 29, 1998
Bonded Thru Notary Public Underwriters

222 qrd

OR BOOK 1014 PAGE 2491

EXHIBIT "A"

Parcel No.: 222
Section No.: N/A
W.P.I. No.: 0150467
S.R. No.: 91
County: St. Lucie

PARCEL "O-1"

A portion of tract "O" of "Port St. Lucie Section 18" as recorded in plat book 13, pages 17 and 17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:

COMMENCING at the Northeast Corner of said tract "O", thence South 63°05'48" West along the North line of said tract "O" a distance of 325.00 feet to the **POINT OF BEGINNING** of this description; thence South 26°54'12" East a distance of 500.00 feet, thence South 63°05'48" West a distance of 105.00 feet, thence North 37°58'10" West a distance of 484.00 feet to the Northwest Corner of said tract "O", thence North 63°05'48" East along the North line of said tract "O" a distance of 87.90 feet to a point of non tangent curve; thence Northerly and Easterly along said North line and along the arc of said curve to the right (concave Southeasterly) having a radius of 25.00 feet, a central angle of 90°00'00" (chord bearing N18°05'48"E), an arc distance of 39.27 feet to the Point of Tangency, thence North 63°05'48" East along said North line a distance of 85.00 feet to the **POINT OF BEGINNING**.

Said lands situate in the City of Port St. Lucie, Florida; containing 1.711 acres more or less.

Parcel "O-2"

A portion of tract "O" of "Port St. Lucie Section 18" as recorded in plat book 13, pages 17 and 17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:

COMMENCING at the Northeast Corner of said tract "O", thence South 26°54'12" East along said East line of said tract "O" a distance of 500.00 feet to the **POINT OF BEGINNING** of this description; thence continue South 26°54'12" East along said East line a distance of 303.00 feet, thence North 81°43'58" West a distance of 526.03 feet, thence North 63°05' 48" East a distance of 430.00 feet to the **POINT OF BEGINNING.**

Said lands situate in the City of Port St. Lucie, Florida, containing 1.496 acres more or less.

Said parcels containing a total of 3.207 acres.

Reserving all rights of access, egress, ingress, light, air, and view between the above described property and State Road 91 (Florida's Turnpike).

This description derived from the right-of-way map of Sunshine State Parkway Section 6, St. Lucie County, Florida, State Contract No. 6.3.

Record and return to:
Weiss Serota Helfman
Pastoriza & Guedes, P.A.
2665 S. Bayshore Dr., # 420
Miami, FL 33133

BELLSOUTH MOBILITY, INC.
SITE LEASE AGREEMENT

Site ID: St. Lucie West -02
Site Address: 450 S.W. Thornhill Drive
Port St. Lucie, Florida 34984

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1. Premises and Use. The City of Port St. Lucie, a Florida municipal corporation ("Owner"), leases to BellSouth Mobility Inc. ("BMI"), the Site described in Exhibit "B."

In location(s) ("Site") shown on Exhibit "A," together with a non-exclusive easement for reasonable access thereto and, in the discretion of BMI, source of electric telephone facilities. The Site will be used by BMI for the purpose of installing, removing, replacing, maintaining and operating, at its expense, a personal communication service system facility ("PCS"), including, without limitation, related antenna equipment and fixtures. BMI will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

Owner also hereby grants to BMI the right to survey said Property, and the legal description on said survey shall then become Exhibit "B," which shall be attached hereto and made a part hereof and shall control in the event of discrepancies between it and Exhibit "A." Owner grants BMI the right to take measurements, make calculations, and to note other structures, setbacks, uses, or other information as deemed by BMI to be relevant and pertinent, as such information relates to Owner's real property, leased or otherwise abutting or surrounding the Property. Cost for such survey work shall be borne by BMI. To the extent owner owns adjacent lands, Owner grants BMI the right to use adjoining and adjacent land as is required during construction, installation, maintenance, and operation of the Communication Facility.

2. Term. The term of this Agreement (the "Initial Term") shall commence on the date BMI signs this Agreement, or if BMI signs first, the date Owner signs this Agreement. The Initial Term shall be the period of time from that date to the 5th anniversary of the Rent Start Date. This Agreement will be automatically renewed for four (4) additional terms (each a "Renewal Term") of five (5) years each commencing on each five (5) year anniversary of the Rent Start Date, unless BMI provides Owner notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. After the first Renewal Term should BMI fail to reasonably cooperate with the City under the terms of this Agreement, the City is not obligated to automatically renew said Agreement. The City must give BMI written notice within ninety (90) days prior to expiration if this Agreement of its intent not to renew.

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number:1772984 OR BOOK 1269 PAGE 2522
Recorded: 12-22-99 12:55 P.M.

3. Rent.

4. Title and Quite Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that BMI is entitled access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as BMI is not in default beyond the expiration of any cure period. BMI's access to the Site "at all times" means: That BMI's access shall be seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five (365) days a year. BMI shall have full, total and complete access rights to the Site at any time, with or without notice, and Owner agrees to provide BMI, contemporaneous with the signing of this Agreement, such access information, cards or keys as may be necessary to grant access. Owner agrees that in most cases simply giving the phone number of a maintenance person is insufficient for BMI's purposes and a key, access card or other self-executing method for entry or access is required. Owner agrees and understands that access is a material inducement to BMI making, executing and delivering this Agreement and specifically agrees that should Owner fail, refuse or neglect to grant BMI access pursuant to the terms of this Agreement, it shall be deemed a material default of the PCS Site Agreement, and (e) that Owner shall not have unsupervised access to the PCS equipment.

5. Assignment/Subletting. BMI will not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, BMI may assign without Owner's prior written consent to any party controlling, controlled by or under common control with BMI or to any party which acquires substantially all of the assets of BMI. BMI may sublet the Site but shall remain fully liable to Owner under this Agreement.

6. Notices. All notices must be in writing and are effective when deposited in the U.S. Mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Owner: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
Attn.: City Manager
(561) 871-5163

OR BOOK 1269 PAGE 2523

BMI: BellSouth Mobility, Inc.
5201 Congress Avenue
Boca Raton, Florida 33487
Attn.: Network Real Estate Manager
(561) 995-3000

7. Improvements. BMI may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of a transmitter site for wireless voice and data communications. Owner agrees to cooperate with BMI with respect to obtaining any required zoning approvals for the Site and such improvements.

Upon termination or expiration of this Agreement, BMI may remove its equipment and improvements (excluding landscaping or plant life) and will restore the Site to the condition existing on the commencement of this Agreement, except for ordinary wear and tear. Upon request, Owner will waive or otherwise subordinate any lien rights it might have in order to facilitate BMI's financing of the said improvements and will execute such documents as may be reasonably necessary.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. BMI will substantially comply with all applicable laws relating to its possession and use of the Site, including, without limitation, posting requirements of the Federal Communications Commission.

9. Interference. BMI will remove technical interference problems with other equipment located at the Site as of the commencement date of this Agreement or any equipment that becomes attached to the Site at any future date when BMI desires to add additional equipment to the Site. Likewise, Owner will not permit the installation of any future equipment, upgrades or enhancements by others which results in technical interference problems with BMI's then existing equipment. Upon written notice to BMI, BMI shall be given a reasonable time to cure said interference.

As a condition of approval, any proposed tower or antennae shall not cause interference with the use of radio, television or telephone broadcasting and reception.

Interference as a result of any approved tower or antennae shall be considered a violation of the special exception approving the tower and may result in the revocation of the special exception. Such interference may further be considered a public nuisance and the City may order abatement of the same including, but not limited to, requiring removal of the tower.

OR BOOK 1269 PAGE 2524

10. Utilities. Owner represents that utilities adequate for BMI's use of the Site are available. BMI will pay for all utilities used by it at the Site. Owner will cooperate with BMI's efforts to obtain utilities from any location provided by Owner or the servicing utility.

11. Termination. BMI may terminate this Agreement at any time with written notice to Owner without further liability if BMI does not obtain all permits or other approvals (collectively "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership, or appropriately clear title to the Site or authority to enter into this Agreement, or if BMI determines that it will be unable to use the Site for its intended purpose. Upon termination, all prepaid rent shall be retained by Owner.

12. Default. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of written notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of written notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

13. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. BMI shall not introduce or use any such substance on the Site in violation of any applicable law.

14. Insurance.

BMI will provide a certificate of insurance upon execution of this lease Agreement naming the City of Port St. Lucie as an additional insured. The certificate of insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse change, cancellation or non-renewal of coverage thereunder. BMI will maintain in effect a policy or policies of insurance covering personal property located

on the leased property and BMI's improvements to the leased property paid for and installed by BMI providing protection against any peril included under insurance industry practice within the classification "fire and extended coverage."

15. Taxes. BMI shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Property. BMI shall reimburse the Owner as additional rent for any increases in real estate taxes levied against the Property which are directly attributable to the improvements constructed by BMI and are not separately levied or assessed against BMI's improvements by the taxing authority.

16. Removal. BMI upon termination of this Agreement, shall, within a reasonable period of time, remove its personal property and fixtures and restore the Property to its original above grade condition, reasonable wear and tear accepted. At Owner's option when this Agreement is terminated and upon Owner's advanced written notice to BMI, BMI will leave the foundation and security fence to become property of the Owner. If BMI remains on the Property after termination of this Agreement, BMI shall pay rent at the then existing monthly rate or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal of property and fixtures are completed.

(a) Obsolete and unused towers. Any obsolete or unused tower shall be removed after twelve (12) months of non-use. A removal bond or irrevocable letter of credit equal to the following shall be required prior to obtaining final site development permits.

1. Towers up to 150 feet in height = $15,000
2. Towers 151 to 200 feet in height = $20,000
3. Towers 201 to 300 feet in height = $25,000

Tower height shall be measured from the base of the structure.

17. Owner and BMI agree that this Lease Agreement will be forwarded for recording or filing in the appropriate office of St. Lucie County and Owner and BMI agree to take such actions as may be necessary to permit such recording or filing.

BMI, at BMI's option and expense, may obtain title insurance on the space leased herein. Owner, shall cooperate with BMI's efforts to obtain such title insurance policy by executing documents, or at BMI's expense, obtaining requested documentation as required by the title insurance company. If title is found to be defective, Owner shall use diligent effort to cure defects in title. At BMI's option, should the Owner fail to provide requested documentation within thirty (30) days of BMI's request, or fail to provide the Non-Disturbance instrument(s), BMI may withhold and accrue the monthly rental until such time as the requested document(s) are received, or if title is found to be defective and Owner has failed to cure the defects within a reasonable period, BMI may cancel this Agreement or cure the title defect at Owner's expense utilizing the withheld payments.

18. In connection with any litigation arising out of this Agreement, the prevailing party, whether Owner or BMI, shall be entitled to recover all reasonable costs incurred including reasonable attorneys' fees for services rendered in connection with any enforcement of breach of contract, including appellate proceedings and post judgment proceedings.

19. BMI shall design the tower and facility to allow for at least one other telecommunications provider. The availability of the tower shall be subject to the structural limitations as may be imposed by current or future regulations.

In the event interference is encountered, the proposed additional provider will exercise its best efforts to promptly and diligently resolve such problems immediately after notice by BMI. In the event that such efforts are unsuccessful, the proposed additional provider shall notify BMI in writing. BMI may at its option (1) attempt to resolve said interference problems at a cost approved and reimbursed by proposed additional provider, or (2) immediately have proposed additional provider cease and desist use of the tower and within thirty (30) days remove its antennas from BMI's tower. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules regulations of the Federal Communications Commission and/or interference of BMI's use, transmittal, or communications. Owner shall have the right to approve additional providers on the facility, said approval shall not be unreasonably withheld.

BMI shall allow the City of Port St. Lucie and/or St. Lucie County to co-locate its 800 MHZ System on this tower at no additional costs to the City and/or County. The City and/or County shall provide for the installation of the 800 MHZ system at its own cost. The City and/or County shall not cause interference with BMI's existing use of said tower.

20. Sale of Property. Should the Owner, at any time during the term of this Agreement, decide to sell all or any part of his real property which includes the parcel of property leased by BMI herein and/or the right-of-way thereto to a purchaser other than BMI, such sale shall be under and subject to this Agreement and BMI rights hereunder.

21. Casualty. If BMI's Communications Facility or improvements are damaged or destroyed by fire or other casualty, BMI shall not be required to repair or replace the Communications Facility or any of BMI's improvements made by BMI. BMI shall not be required to expend for repairs more than 50 percent (50%) of the replacement value of the Communications Facility or any improvements. Additionally, if completion of the repairs is not possible within one hundred twenty (120) days following the date of the damage or destruction. BMI may terminate this Agreement by giving written notice to Owner. Termination shall be effective immediately after such notice is given. Upon such termination, this Agreement shall become null and void and Owner and BMI shall have no other further obligations to each other, other than BMI's obligation to remove its property as hereinafter provided.

22. Inspections. Owner shall permit BMI or BMI's employees, agents and contractors free ingress and egress to the property by BMI or its employees, agents and contractors to conduct inspections (including Phase I and Phase II audits), radio frequency tests and such other tests, investigations and similar activities as BMI may deem necessary, at the sole cost of BMI. The scope, sequence and timing of the inspections shall be at the sole discretion of BMI; upon reasonable notification to Owner, the inspections may be commenced during normal business hours, for the duration of the Agreement. BMI and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the property and the Owner's surrounding property to conduct such tests, investigations and similar activities. BMI shall indemnify and hold Owner harmless against any loss of damage for personal injury or physical damage to the Property, Owner's surrounding property or the property of third parties resulting from any such tests, investigations and similar activities. Upon written request, BMI shall furnish to Owner copies of the environmental findings. Should BMI not exercise this option, BMI at his expense, shall restore the property to its original condition for any changes caused by said testing excluding normal wear and tear.

23. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement;

(b) this Agreement is governed by the laws of the State in which the Site is located; (c) this Agreement (including the exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (d) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to when it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

The following Exhibits are attached to and made a part of this Agreement: Exhibit "A" and Exhibit "B."

In witness whereof, the undersigned parties have executed this Agreement on the 18th day of August, 1998.

Witness

Witness

CITY OF PORT ST. LUCIE

By: Donald B. Cooper

Donald B. Cooper, City Manager
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
Tax No.: 59-6141662

The foregoing was sworn to and acknowledged before me this 18th day of August, 1998 by Donald B. Cooper, City Manager, who is personally known to me or who produced _____ as identification, and who did take an oath.

OFFICIAL NOTARY SEAL
DOLORES W LEOKO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION No. CC720662
MY COMM. EXP. APR. 5 2002

Notary Public, State of Florida

Printed Name of Notary Public
My Commission No.: _____
Expires: _____

BELLSOUTH MOBILITY, INC.

8/5/98.

By: _____

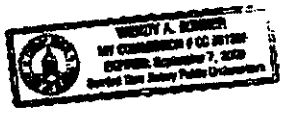
Witness MARC ZIELINSKI

Witness

5201 Congress Avenue
Boca Raton, Florida 33487
Tax No.: 59-1536270

The foregoing was sworn to and acknowledged before me this 12th day of July, 1999 by Dana Nacarrow who is personally known to me or who produced _____ as identification, and who did take an oath.

Wendy A Bonner
Notary Public, State of Florida
Wendy A Bonner
Printed Name of Notary Public
My Commission No.: _____
Expires: _____

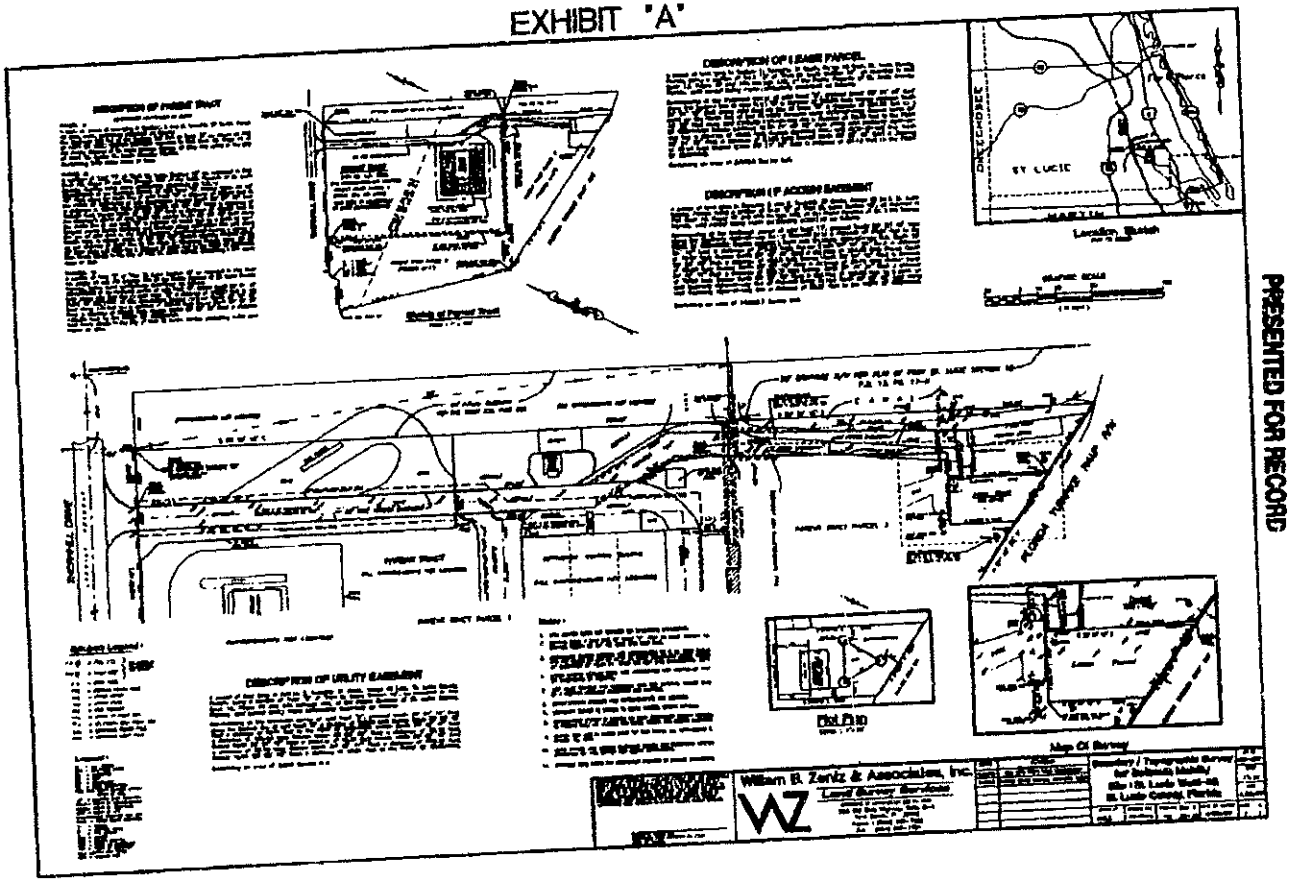


STATE OF FLORIDA
ST LUCIE COUNTY
CLERK OF CIRCUIT COURT

BY Patricia M. Hardee

DATE 12/10/99
(CITY SEAL)

EXHIBIT "A"



ILLEGIBLE WHEN PRESENTED FOR RECORD

OR BOOK 1269 PAGE 2531

EXHIBIT "B"

DESCRIPTION OF LEASE PARCEL

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence continue South 26° 54' 12" East along said Easterly line of Tract "O" a distance of 303.00 feet to a point on the North line of the Florida's Turnpike ramp right-of-way; thence North 81° 43' 58" West along said Northerly right-of-way line a distance of 70.10 feet to the POINT OF BEGINNING; thence continue North 81° 43' 58" West along said Northerly right-of-way line a distance of 48.92 feet; thence departing from said right-of-way line, North 26° 54' 12" West a distance of 55.95 feet; thence North 63° 05' 48" East a distance of 39.99 feet; thence South 26° 54' 12" East a distance of 64.13 feet to the POINT OF BEGINNING.

Containing an area of 2,800.8 Square feet.

DESCRIPTION OF ACCESS EASEMENT

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 63° 05' 48" West along the Southerly right-of-way line of Thornhill Drive a distance of 47.94 feet to the POINT OF BEGINNING; thence departing from said Southerly right-of-way line, South 26° 54' 12" East a distance of 375.26 feet; thence South 57° 14' 21" East a distance of 79.94 feet; thence South 24° 42' 41" East a distance of 254.43 feet; thence South 63° 05' 48" West a distance of 40.00 feet; thence North 26° 54' 12" West a distance of 20.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 229.35 feet; thence North 57° 14' 21" West a distance of 79.52 feet; thence North 26° 54' 12" West a distance of 380.68 feet to a point on said Southerly right-of-way line of Thornhill Drive; thence North 63° 05' 48" East along said Southerly right-of-way line a distance of 20.00 feet to the POINT OF BEGINNING.

Containing an area of 14,600.3 Square feet.

DESCRIPTION OF UTILITY EASEMENT

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence South 63° 05' 48" West a distance of 19.71 feet to the POINT OF BEGINNING; thence South 24° 42' 41" East a distance of 188.63 feet; thence South 63° 05' 48" West a distance of 30.38 feet; thence North 26° 54' 12" West a distance of 10.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 178.62 feet, thence North 63° 05' 48" East a distance of 10.01 feet to the POINT OF BEGINNING

Containing an area of 2,092 Square feet.

REVISED 7/7/98 - CHANGED LEASE . ADD UTIL. ESMT.

Bellsouth Mobility - St. Lucie West-02

William B. Zentz & Associates, Inc.
Land Survey Services
CERTIFICATE OF AUTHORIZATION (LB) No. 6640
953 Old Dixie Highway, Suite 8-4
Vero Beach, Fl 32960
Phone: (561) 567-7552
Fax (561) 567-1751

WILLIAM B. ZENTZ, PLS
REGISTERED LAND SURVEYOR No. 5276
STATE OF FLORIDA

JOB No. 100-022
DATE 6/2/98
SHEET 1 OF 2

OR BOOK 1269 PAGE 2532

TC ST LUCIE W

PREPARED BY AND UPON RECORDING MAIL TO:

Weil, Gotshal & Manges LLP
701 Brickell Avenue
Suite 2100
Miami, FL 33131
Attention: Barbara E. Overton, Esq.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1913238 OR BOOK 1392 PAGE 1399
Recorded:05/14/01 11:38

FIRST AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is made this 5th day of Dec., 2000, between **THE CITY OF PORT ST. LUCIE**, a Florida municipal corporation (**"Lessor"**), and **BELLSOUTH MOBILITY** LLC, a Georgia corporation (**"BellSouth"**).

WITNESSETH:

WHEREAS, Lessor and BellSouth are parties to a Site Lease Agreement dated August 18, 1998 (as supplemented by a letter agreement dated March 15, 2000, the **"Lease"**), the terms of which are incorporated herein by reference, whereby BellSouth leases certain real property located in the City of Port St. Lucie, St. Lucie County, State of Florida as such property is more particularly described in the Lease (the **"Property"**); and

WHEREAS, the parties wish to modify certain terms and conditions of the Lease as provided herein.

NOW THEREFORE, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the undersigned parties, intending to be bound, hereby agree as follows:

1. **Status Of Parties**. The parties each acknowledge that, to the best of its knowledge, the other party has complied in all material respects with the obligations under the Lease accruing on or prior to the date hereof and that, to the best of its knowledge, the other party is not in default under the terms of the Lease.

2. **Additional Property**. This Amendment is being executed to add an approximately twelve hundred square foot (1,200 sq. ft.) area to the Lease (the **"Additional Space"**). Exhibit "B" of the Lease describing the Property, and the access and utility easements, shall be and is hereby modified to be as set forth on the sketch attached hereto as Schedule "A" and incorporated herein by reference. Upon execution of this Amendment, Lessor grants to BellSouth and/or Crown (as defined in the March 15, 2000 letter agreement) the right to survey the Property (including the Additional Space), with such a survey replacing Schedule "A" of this Amendment

and being incorporated herein as Schedule "B" and in the Lease as Exhibit "B". Schedule "B" shall control in the event of discrepancies between Schedule "A" and Schedule "B".

3. **Approvals**. BellSouth and/or Crown shall use the Additional Space for the purpose of constructing, maintaining and operating a communication facility and uses incidental thereto. Lessor grants BellSouth and/or Crown the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance and operation of the communication facility on the Additional Space. Lessor agrees to cooperate with BellSouth and/or Crown with respect to obtaining any required zoning approval for the Additional Space and such improvements.

4. **Revenue Sharing**. The parties acknowledge that pursuant to Paragraph 19 of the Lease, Lessor is entitled to 50% of all rental revenues received from any co-locator; provided, however, that BellSouth and/or Crown shall be entitled to recoup from any co-locator, a pro rata share of the capital cost of constructing the tower. This capital contribution shall not be shared by Lessor. Lessor further acknowledges that it will not be entitled to share in or receive any portion of any sublease payment or other consideration paid by Crown to BellSouth.

5. **Capitalized Terms**. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease.

6. **No Other Amendments**. Except as expressly modifed by this Amendment, the Lease remains unchanged and in full force and effect.

7. **Recordation.** At the request of either party, a memorandum of this Amendment, or an amendment to any previously recorded memorandum or short form of lease, shall be executed by the parties and recorded in the proper recording office.

(Remainder of page intentionally left blank.)

OR BOOK 1392 PAGE 1400

IN WITNESS WHEREOF, the undersigned have executed this Amendment the day and year first above written.

Witnesses:

Print Name: D C CLAY-DAVID

Print Name: Darlene Council

BELLSOUTH:

BELLSOUTH MOBILITY LLC
a Georgia LLC
By: ANSWER WIRELESS LLC, ITS SOLE MEMBER

By: _____
Name: Stephen A. Brake
Title: Executive Director

LESSOR:

THE CITY OF PORT ST. LUCIE,
a Florida municipal corporation

By: _____
Name: Donald B Cooper
Title: City Manager

Print Name: Dolores Di Cinto

Print Name: Francis M Jansen

OR BOOK 1392 PAGE 1401

STATE OF GEORGIA :

: ss

COUNTY OF FULTON :

The foregoing instrument was acknowledged before me this 4th day of December, 2000, by Stephen A. Brase as Executive Director of BellSouth Mobility LLC a Georgia LLC on behalf of said ~~corporation~~. He/~~She~~ is personally known to me ~~or has produced _____ as identification~~.

Melodie M. Hooker

Signature of Notary Public

Gwinnett County

MELODIE M. HOOKER

Printed Name of Notary Public

My Commission Expires: 02/25/2003 [Seal]

OR BOOK 1392 PAGE 1402

STATE OF FLORIDA :

: ss

COUNTY OF MIAMI-DADE :

The foregoing instrument was acknowledged before me this 18th day of December, 2000, by David B Cooper as City Manager of The City of Port St. Lucie, a Florida municipal corporation, on behalf of said corporation. He/She is personally known to me or has produced _____ as identification.

Signature of [illegible]

NOTARY PUBLIC [illegible]

Printed Name of [illegible]

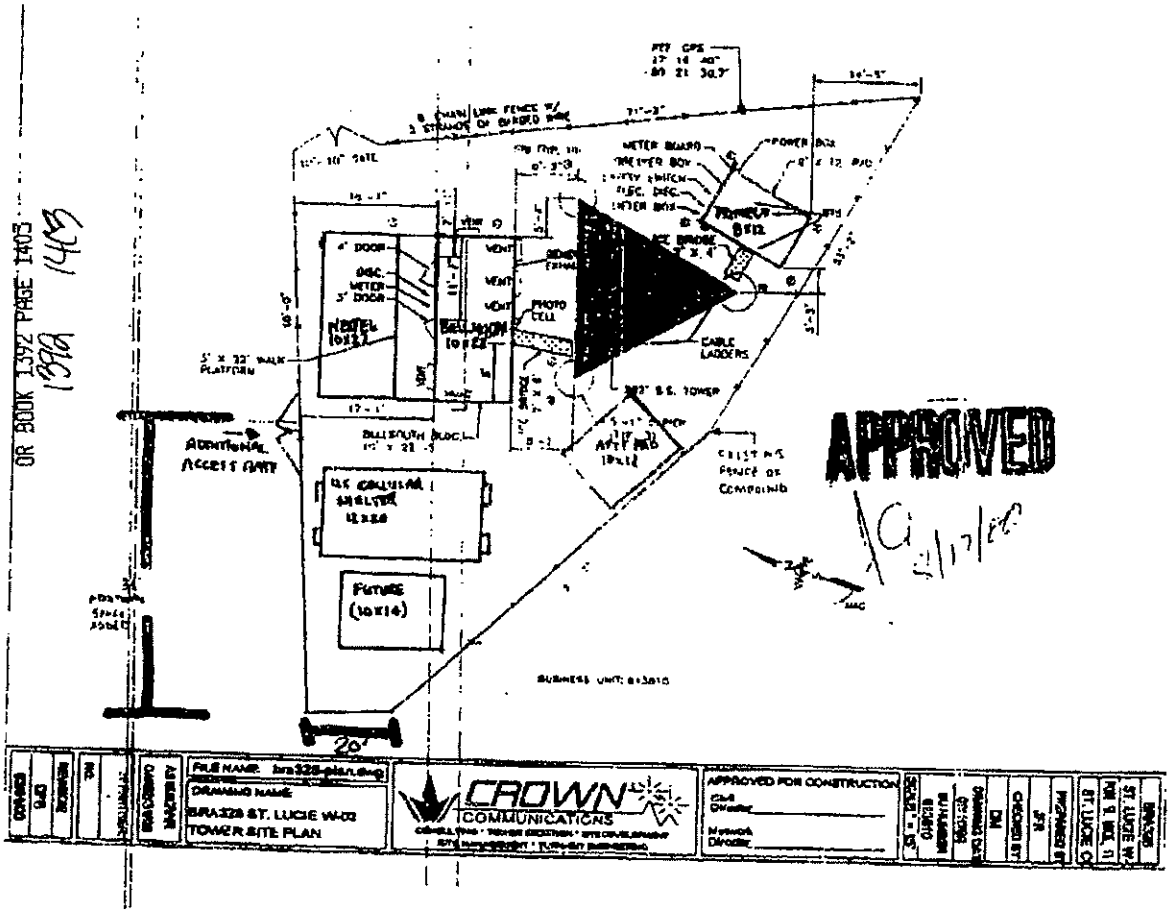
My Commission Expires: [Seal]

OR BOOK 1392 PAGE 1403

1393 1403

SCHEDULE "A"

[ATTACH ROUGH SKETCH]
(Including Right of Way)



SCHEDULE "B"

LEGAL DESCRIPTION OF PROPERTY

rth 81°
thence
thence
0" West
00 feet;
54' 12"

DESCRIPTION OF ACCESS EASEMENT

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 63° 05' 48" West along the Southerly right-of-way line of Thornhill Drive a distance of 47.94 feet to the POINT OF BEGINNING; thence departing from said Southerly right-of-way line, South 26° 54' 12" East a distance of 375.26 feet; thence South 57° 14' 21" East a distance of 79.94 feet; thence South 24° 42' 41" East a distance of 254.43 feet; thence South 63° 05' 48" West a distance of 40.00 feet; thence North 26° 54' 12" West a distance of 20.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 229.35 feet; thence North 57° 14' 21" West a distance of 79.52 feet; thence North 26° 54' 12" West a distance of 380.68 feet to a point on said Southerly right-of-way line of Thornhill Drive; thence North 63° 05' 48" East along said Southerly right-of-way line a distance of 20.00 feet to the POINT OF BEGINNING.

Containing an area of 14,600.3 Square feet.

DESCRIPTION OF UTILITY EASEMENT

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

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Containing an area of 2,092 Square feet.

DESCRIPTION OF CROWN LEASE PARCEL

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

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Containing an area of 1,527 Square feet.

Market South Florida
Site No FL3580A
Site Name Thorn Hill

BML- St. Lucie W
JOHN POLMAN CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1963236 OR BOOK 1441 PAGE 1297
Recorded:10/04/01 14:46

PREPARED BY:

Paula Hickman, Senior Attorney
Nextel South Corp.
2500 Maitland Center Parkway, Suite 300
Maitland, FL 32751

RETURN TO:

Nextel Communications
851 Trafalgar Court, Suite 300E
Maitland, FL 32751
Attn: Property Manager

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 19th day of August, 200 0, by and between Crown Castle South Inc., a Delaware corporation, with an office at 375 Southpointe Boulevard, Canonsburg, PA 15317, (hereinafter referred to as "Lessor") and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications with an office at 851 Trafalgar Court, Suite 300E, Maitland, FL 32751 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Site Lease ("Agreement") on the 18th day of [illegible] for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The term of the Agreement is for five (5) years commencing on [illegible] ("Commencement Date"), and terminating on the fifth (5th) anniversary of the Commencement Date with four (4) successive five (5) year options to renew.

3. The Site which is the subject of the Agreement located in St. Lucie County, Florida and is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

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

Signed, sealed and delivered in the presence of:

Witness
Print Name: Judith J. Ferrara

Witness
Print Name Ross Labarta

LESSOR:

CROWN CASTLE SOUTH INC., a Delaware corporation

By: _____

Print Name: Mark Van Dyke

Title: Vice President - Florida Region

Signed, sealed and delivered in the presence of:

Witness
Print Name: Rachel Freeman

Witness
Print Name: Tanya Jackson

LESSEE:

NEXTEL SOUTH CORP., a Georgia corporation, d/b/a Nextel Communications

By: _____

Print Name: John Cafaro

Title: Vice President

Market: South Florida
Site No.: FL3580A
Site Name: Thorn Hill

BMI – St. Lucie W
JDE Business Unit: 813810

OR BOOK 1441 PAGE 1298

STATE OF FLORIDA

COUNTY OF Palm Beach

On Aug 18, 2000, before me, Sandra K Hall, Notary Public, personally appeared Mark Van Dyke as Vice President – Florida Region of Crown Castle South Inc., a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sandra K Hall (SEAL)

Notary Public

My commission expires: _____

SANDRA K. HALL
COMMISSION # CC 646554
EXPIRES MAY 12, 2001
BONDED THRU
ATLANTIC BONDING CO., INC

STATE OF Georgia

COUNTY OF Gwinnett

On August 8, 2000, before me, Maelecheia Thompson, Notary Public, personally appeared John Cafaro, as Vice President of Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Maelecheia Thompson (SEAL)

Notary Public

My commission expires: _____

MAELECHEIA THOMPSON
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MAY 23 2004

Market: South Florida
Site No.: FL3580A
Site Name: Thorn Hill

BMI – St Lucie W
JDE Business Unit 813810

EXHIBIT A

DESCRIPTION OF LAND

to the Memorandum of Agreement dated 8/18, 2000, by and between Crown Castle South Inc., a Delaware corporation, as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:

DESCRIPTION OF LEASE PARCEL

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence continue South 26° 54' 12" East along said Easterly line of Tract "O" a distance of 303.00 feet to a point on the North line of the Florida's Turnpike ramp right-of-way; thence North 81° 43' 58" West along said Northerly right-of-way line a distance of 70.10 feet to the POINT OF BEGINNING; thence continue North 81° 43' 58" West along said Northerly right-of-way line a distance of 48.92 feet; thence departing from said right-of-way line, North 26° 54' 12" West a distance of 55.95 feet; thence North 63° 05' 48" East a distance of 39.99 feet; thence South 26° 54' 12" East a distance of 84.13 feet to the POINT OF BEGINNING.

Containing an area of 2,800.6 Square feet.

DESCRIPTION OF ACCESS EASEMENT

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 63° 05' 48" West along the Southerly right-of-way line of Thornhill Drive a distance of 47.94 feet to the POINT OF BEGINNING; thence departing from said Southerly right-of-way line, South 26° 54' 12" East a distance of 375.26 feet; thence South 57° 14' 21" East a distance of 79.94 feet; thence South 24° 42' 41" East a distance of 254.43 feet; thence South 63° 05' 48" West a distance of 40.00 feet; thence North 26° 54' 12" West a distance of 20.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 229.35 feet; thence North 57° 14' 21" West a distance of 79.52 feet; thence North 26° 54' 12" West a distance of 380.68 feet to a point on said Southerly right-of-way line of Thornhill Drive; thence North 63° 05' 48" East along said Southerly right-of-way line a distance of 20.00 feet to the POINT OF BEGINNING.

Containing an area of 14,600.3 Square feet.

DESCRIPTION OF UTILITY EASEMENT

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence South 63° 05' 48" West a distance of 19.71 feet to the POINT OF BEGINNING; thence South 24° 42' 41" East a distance of 188.63 feet; thence South 63° 05' 48" West a distance of 30.38 feet; thence North 26° 54' 12" West a distance of 10.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 178.82 feet; thence North 63° 05' 48" East a distance of 10.01 feet to the POINT OF BEGINNING.

Containing an area of 2,092 Square feet.

and otherwise known as

A.P.N. or P.I.N. or Real Property Tax I.D. #

OR BOOK 1441 PAGE 1299

Market: South Florida
Site No.: FL3580A
Site Name: Thorn Hill

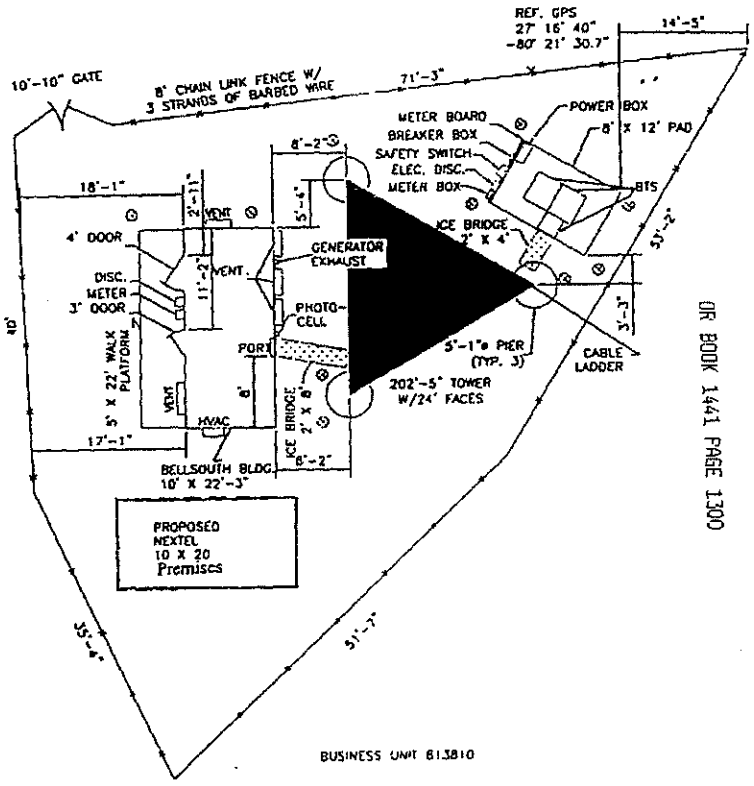
BMI - St. Lucie W
IDE Business Unit. 813810

EXHIBIT B

DESCRIPTION OF PREMISES

to the Memorandum of Agreement dated 8/18, 2000 by and between Crown Castle South Inc., a Delaware corporation, as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:



OR BOOK 1441 PAGE 1300

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2077057 OR BOOK 1565 PAGE 388
Recorded:08/09/02 13:44

well, Gothal - E

This instrument prepared by and after recording, please return to:
Philip M. van Aelstyn, Esq.
Downs Rachlin & Martin PLLC
90 Prospect Street
P. O. Box 99
St. Johnsbury, VT 05819-0099
Phone: (802) 748-8324
Fax: (802) 748-4394

Indexing Cross Reference:
See Exhibit A

STATE OF FLORIDA)
)
COUNTY OF ST. LUCIE)

SITE DESIGNATION SUPPLEMENT AND MEMORANDUM OF SUBLEASE

THIS SITE DESIGNATION SUPPLEMENT AND MEMORANDUM OF SUBLEASE (the **"Supplement"**), made effective as of the Site Commencement Date (as defined below), by and between **BELLSOUTH MOBILITY INC**, a Georgia corporation, with a principal address at 5201 Congress Avenue, Boca Raton, Florida 33487 (**"Transferring Entity"**), and **CROWN CASTLE SOUTH INC.**, a Delaware corporation, with a principal address at c/o Crown Communication Inc., 375 Southpointe Boulevard, Canonsburg, Pennsylvania 15317, Attention: Real Estate Department (**"TowerCo"**).

WITNESSETH:

WHEREAS, reference is hereby made to that certain Sublease dated June 1, 1999 (the **"Sublease"**), by and among Transferring Entity, the other transferring entities named therein, Crown Castle International Corp., a Delaware corporation, and TowerCo;

Site Name: St. Lucie West - 02, FL
Site Number: BRA328
Leased Site

ATL1/801 869723 1

WHEREAS, the parties desire that the terms and conditions of the Sublease shall govern the relationship of the parties under this Supplement, and each party executing this Supplement that is not an original party to the Sublease hereby ratifies and agrees to be bound by and perform the obligations applicable to such party as set forth in the Sublease and this Supplement; and

WHEREAS, pursuant to that certain lease between the City of Port St. Lucie (the **"Ground Lessor"**) and Transferring Entity, dated August 18, 1998 (as may have been amended, the **"Ground Lease"**), the recorded copy or memorandum of which is referred to in **Exhibit A**, Transferring Entity is the lessee of that certain real property described therein, and the owner of certain improvements located thereon as more particularly described on **Exhibits B, C** and **D** attached hereto and incorporated herein by reference (the **"Site"**);

NOW, THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. **Sublease and Defined Terms**. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Sublease. The parties agree that, except as otherwise set forth herein, the terms and conditions of the Sublease shall govern the relationship of the parties under this Supplement and the Sublease is incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the Sublease and this Supplement, the terms of the Sublease shall govern and control, except as expressly set forth herein.

2. **Demise**. Pursuant to the Sublease, Transferring Entity hereby subleases to TowerCo, and TowerCo hereby subleases from Transferring Entity, the Subleased Property of the Site.

3. **Reserved Space**. TowerCo hereby expressly acknowledges that, in accordance with the Sublease, the Subleased Property does not include, and the Transferring Entity has reserved and excepted from the Sublease pursuant to this Supplement, the Reserved Space as shown on **Exhibits B, C** and **D** attached hereto and incorporated herein by this reference. Notwithstanding any errors or imprecisions in the descriptions and depictions set forth on **Exhibits B, C** and **D** attached hereto and incorporated herein by this reference, TowerCo further expressly acknowledges that the Reserved Space includes, without limitation, all portions of the Site utilized or occupied by the Transferring Entity or any other BMI Affiliate as of the date of this Supplement for the use, enjoyment, operation or maintenance of its Communications Facility. TowerCo further expressly acknowledges that, in accordance with the Sublease, the Reserved Space includes, without limitation: (i) the Transferring Entity's Improvements set forth in **Exhibit E** attached hereto; (ii) the nonexclusive rights of ingress to and egress from the entire Site, and access to the entire Tower and all Improvements (including any and all easements), at such times (on a 24-hour, seven (7) day per week basis), to such extent, and in such means and manner (on foot or by motor vehicle) as the Transferring Entity deems necessary or desirable for its full use and enjoyment of the Reserved Space; (iii) the right to use any portion of the Subleased Property, including the Land and Improvements thereof, for purposes of temporary location and storage of any equipment (including Communications Equipment) and any part

thereof in connection with performing any repairs or replacements of the Improvements; and (iv) any and all rights pursuant to **Sections 5(c)** and **25** of the Sublease and all appurtenant rights reasonably inferable to permit the Transferring Entity's full use and enjoyment of the Reserved Space, including without limitation, the appurtenances specifically described in **Section 5** of the Sublease. For purposes of **Section 25** of the Sublease, the weights and sail area of the panel antennas comprising a portion of Transferring Entity's Tower-mounted Communications Equipment is set forth on **Exhibit F**.

4. **Term/Site Commencement Date**. The Term of the Sublease as to the Subleased Property of the Site pursuant to this Supplement shall commence effective as of April 1, 2000 (the **"Site Commencement Date"**) and shall terminate on the date which is one day before the Ground Lease expires in accordance with its terms (including any extensions or renewals thereof), unless terminated earlier in accordance with the terms of the Sublease.

5. **Rent**. TowerCo shall pay to BMI the Site Payment calculated in accordance with **Section 11** of the Sublease.

6. **Notice**. All notices hereunder shall be deemed validly given if given in accordance with the Sublease.

7. **Governing Law**. Notwithstanding the terms of the Sublease, this Supplement shall be governed by and construed in accordance with the laws of the State in which the Subleased Property is located.

8. **Modifications**. This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties in the same manner in which the Sublease was executed.

9. **Counterparts**. This Supplement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date, as defined above.

Printed Name: Michael Hart
Witness

Printed Name: Ralph H. Harrison
Witness

BELLSOUTH MOBILITY INC

By:_____
Stephen A. Brake
Assistant Vice President

Address:

1100 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309

STATE OF GEORGIA)
)
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this 19 day of April, 2000, by Stephen A. Brake, Assistant Vice President of BellSouth Mobility Inc, a Georgia corporation, on behalf of the corporation. He is personally known to me or has produced a Georgia Driver's License as identification.

Freddy Vaughan, Notary Public

My Commission Expires:_____

[NOTARIAL SEAL]

NOTARY PUBLIC
FREDDY VAUGHAN
CLAYTON COUNTY, GA
Exp. Jan. 27, 2004

Site Name: St. Lucie West - 02, FL
Site Number: BRA328
Leased Site

ATLLIB01 869773 1

IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date, as defined above.

Printed Name: Michael Hart
Witness

Printed Name: Ralph H. Harrison
Witness

CROWN CASTLE SOUTH INC.

By: _____
Holly Ernst Groschner
Vice President/Assistant Secretary

Address:
375 Southpointe Boulevard
Canonsburg, Pennsylvania 15317

STATE OF GEORGIA)
)
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this 19 day of April, 2000, by Holly Ernst Groschner, Vice President/Assistant Secretary of Crown Castle South Inc., a Delaware corporation, on behalf of the corporation. She is personally known to me or has produced a Pennsylvania Driver's License as identification.

Taddy Vaughan, Notary Public

My Commission Expires:_____

[NOTARIAL SEAL]

TADDY VAUGHAN NOTARY PUBLIC Exp. Jan. 27, 2004 CLAYTON COUNTY, GA

Site Name: St. Lucie West - 02, FL
Site Number: BRA328
Leased Site

ATL1|801 869773 1

Exhibit A - Leased

Site Name:	St. Lucie West-02
Site Number:	BRA328
County:	St. Lucie
Original Ground Lessor:	City of Port St. Lucie
Original Ground Lessee:	BellSouth Mobility Inc
Execution Date of Original Ground Lease Agreement:	8/18/1998

Recording Information for Original Ground Lease Agreement or Memorandum Thereof

Registry:	St. Lucie
Book:	1392
Page:	1399

EXHIBIT B

SITE PLAN

See attached "as built" site plan showing the portion of the Site that is part of the Reserved Space.

Site Name: St. Lucie West - 02, FL
Site Number: BRA328
Leased Site

FINAL

Accepted and Approved by Crown and BellSouth

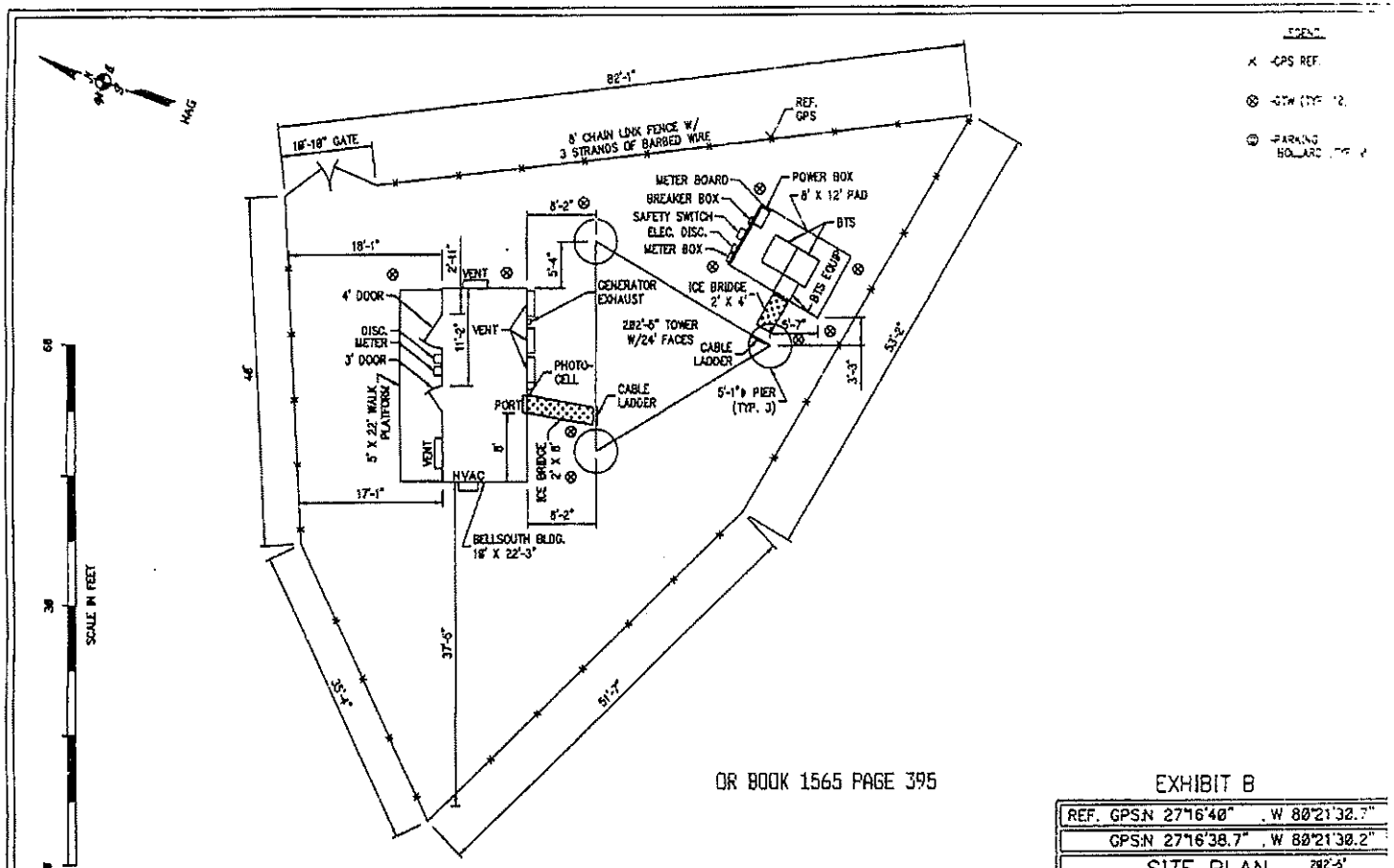


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EXHIBIT B

NOTE:

1. SEE EXHIBIT A FOR LEGAL DESCRIPTION
2. COMPOUND LAYOUT IS ACCURATE AS OF 8/31/99

REF. GPS:N 27°16'40" , W 80°21'32.7"

GPS:N 27°16'38.7" , W 80°21'30.2"

SITE PLAN 282'-6" TOWER

SITE:ST. LUCIE W-02 STATE:FLORIDA

TWR TELECOM, INC.

BMI's SITE NAME ST. LUCIE W-02

BELLSOUTH ACCOUNTING CODE 889682

BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVE:

CROWN BUSINESS UNIT NUMBER

NOTE: ALL IMPROVEMENTS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH *.

CROWN COMMUNICATIONS

CONSULTING • TOWER ERECTION • SITE DEVELOPMENT SITE MANAGEMENT • TURN-KEY ENGINEERING

DRAWN BY: JFR	SCALE: 1" = 15'	JOB NO.: 16488
CHK'D BY: C.McGARY	DATE: 9/10/99	DRAWING NO.: 9RA326PL
APPROVED:	REV. NO.: 1 11/23	REV.: A

EXHIBIT C

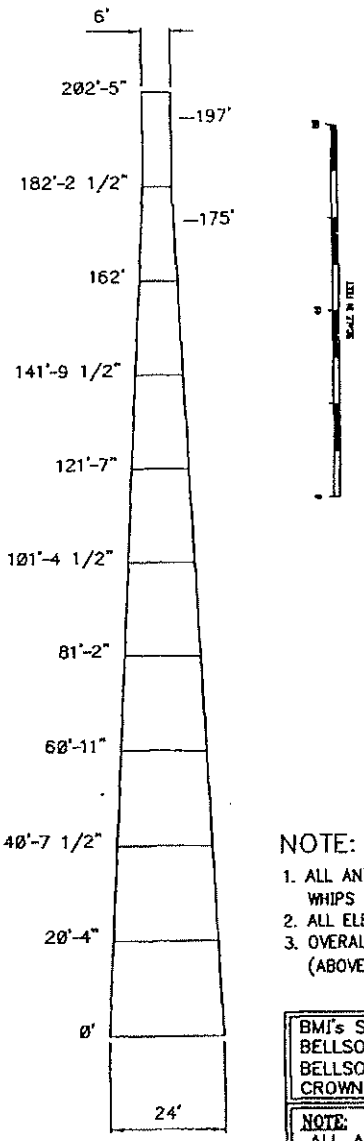
TOWER ELEVATION

See attached "as built" tower elevation describing the Tower and indicating the portion of the Tower that is part of the Reserved Space.

Accepted and Approved by Crown and BellSouth

OR BOOK 1565 PAGE 397

FINAL



FWT SELF SUPPORTER

MODEL # SSV SERIAL # 8090021

OVERALL HEIGHT	TOWER HEIGHT	FOUNDATION HEIGHT
203'-3"	202'-5"	10"

MISCELLANEOUS

ELEV.	DESCRIPTION
200'	8' LIGHTNING ROD
200'	1' X 2' FLASH TECH. STROBE (LEG A)

ANTENNAS

ELEV.	DESCRIPTION	LINE SIZE	ANTENNA AZIMUTH	MOUNT AZIMUTH
197'	3- DB978H120E-M PANELS	3- 1 5/8"	~~60°~~ 95°	~~60°~~ 95°
197'	3- DB978H120E-M PANELS	3- 1 5/8"	~~180°~~ 215°	~~180°~~ 215°
197'	3- DB978H120E-M PANELS	3- 1 5/8"	~~300°~~ 335°	~~300°~~ 335°
175'	2- AP17-1900-0900-DT2	2- 1 5/8"	0°	0°
175'	2- AP17-1900-0900-DT2	2- 1 5/8"	140°	140°
175'	2- AP17-1900-0900-DT2	2- 1 5/8"	260°	260°

NOTE:

1. ALL ANTENNAS ARE MEASURED TO THE CENTERLINE, EXCEPT WHIPS WHICH ARE MEASURED TO THE BASE.
2. ALL ELEVATIONS SHOWN ARE FROM TOP OF FOUNDATION. (REF. ELEV. 0'-0")
3. OVERALL HEIGHT = TOWER HEIGHT + FOUNDATION HEIGHT AGL (ABOVE GROUND LEVEL)

EXHIBIT C

BMI's SITE NAME ST. LUCIE W-02
BELLSOUTH ACCOUNTING CODE B090021
BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVEMENTS: _____
CROWN BUSINESS UNIT NUMBER _____

NOTE:
ALL ANTENNAS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH *.

STRUCTURE ELEVATION
SITE:ST. LUCIE W-02 STATE:FLORIDA

TWR TELECOM, INC.

CROWN COMMUNICATIONS
CONSULTING • TOWER ERECTION • SITE DEVELOPMENT
SITE MANAGEMENT • TURN-KEY ENGINEERING

DRAWN BY: CE LINDSEY	SCALE: 1" = 20'	JOB NO.: 16488	REV: B
CHK'D BY: D.McGARY	DATE: 09/13/99	DRAWING NO.: BRA328EL	
CHK'D:	SHT. 1 OF 11/23		

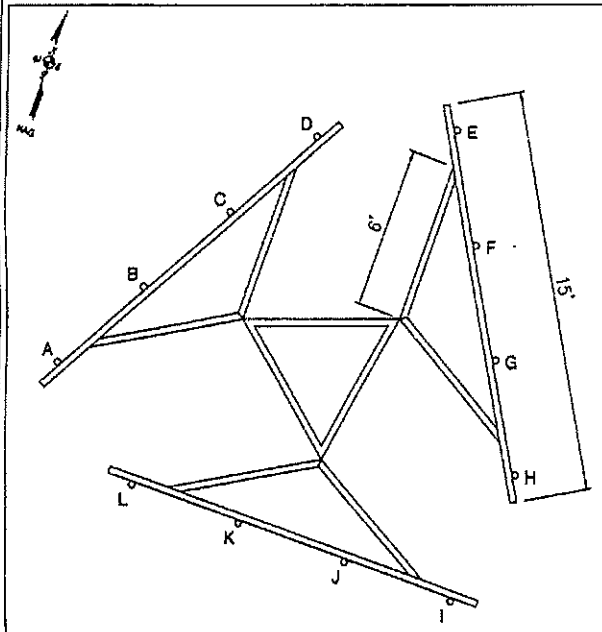
EXHIBIT D

TOWER ANTENNA PLATFORM

See attached "as built" tower antenna platform drawing describing the antenna platform(s) and indicating the portion thereof that is part of the Reserved Space.

FINAL

Accepted and Approved by Crown and BellSouth



MOUNT ELEVATION = 197'

0 10 20

SCALE IN FEET

ANTENNAS

POS.	DESCRIPTION	TMA SIZE	TMA LOCATION	TMA ELEVATION
A	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'
B	OPEN	NONE	NONE	NONE
C	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
D	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'
E	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'
F	OPEN	NONE	NONE	NONE
G	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
H	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'
I	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'
J	OPEN	NONE	NONE	NONE
K	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
L	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'

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NOTE:

1. MOUNT ELEVATIONS REFLECT MEASUREMENTS TO CENTER OF THE MOUNT.

EXHIBIT D

DESCRIPTION	TOWER MOUNTED AMPLIFIER - TMA
A UPRIGHT MIDPOINT INVERTED	

LEGEND / ANTENNA IDENTIFIER

FACE PANEL MOUNT

SITE:ST. LUCIE W-02 STATE:FLORIDA

TWR TELECOM, INC.

BMI's SITE NAME ST. LUCIE W-02

BELLSOUTH ACCOUNTING CODE 599982

BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVE: ___

CROWN BUSINESS UNITS NUMBER ___

NOTE: ALL ANTENNAS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH *.

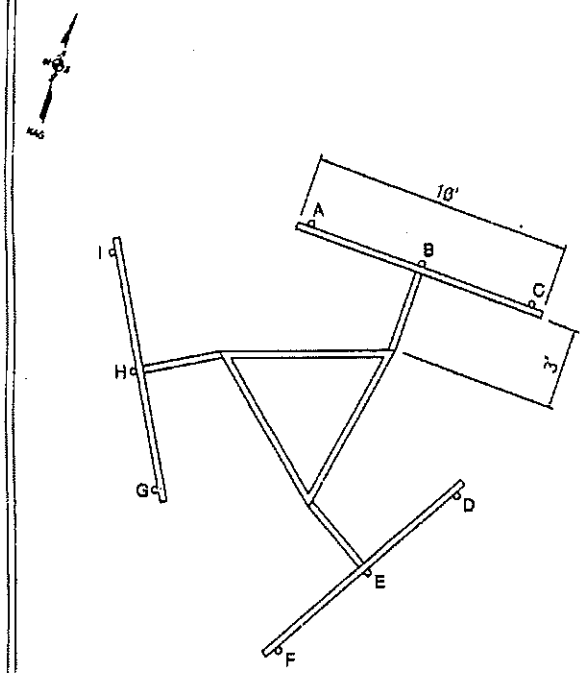
CROWN COMMUNICATIONS

CONSULTING • TOWER ERECTION • SITE DEVELOPMENT • SITE MANAGEMENT • TURN-KEY ENGINEERING

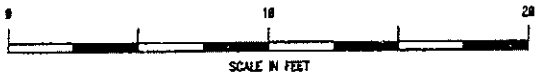
C.E. LINDSEY	1" = 5'	16488	1
D.McGARY	09/13/99		
1 OF 2	1 11/23	BRA328A*	

FINAL

Accepted and Approved by Crown and BellSouth



MOUNT ELEVATION = 175'



ANTENNAS

POS.	DESCRIPTION	TMA SIZE	TMA LOCATION	TMA ELEVATION
A	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
B	OPEN	NONE	NONE	NONE
C	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
D	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
E	OPEN	NONE	NONE	NONE
F	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
G	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
H	OPEN	NONE	NONE	NONE
I	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE

OR BOOK 1565 PAGE 400

NOTE:
1. MOUNT ELEVATIONS REFLECT MEASUREMENTS TO CENTER OF THE MOUNT.

EXHIBIT D

DESCRIPTION	TOWER MOUNTED AMPLIFIER = TMA
A UPRIGHT / MIDPOINT / INVERTED	

LEGEND / ANTENNA IDENTIFIER

LEG PANEL MOUNT
SITE:ST. LUCIE.W-02 STATE:FLORIDA

TWR TELECOM, INC.

BMI's SITE NAME ST. LUCIE.W-02
BELLSOUTH ACCOUNTING CODE 8999821
BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVE:
CROWN BUSINESS UNITS NUMBER

NOTE: ALL ANTENNAS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH *.

CROWN COMMUNICATIONS
CONSULTING • TOWER ERECTION • SITE DEVELOPMENT
SITE MANAGEMENT • TURN-KEY ENGINEERING

CE LINDSEY	1" = 5'	16488	A
S.McGARY	09/13/99		
2 OF 2	11/23	BRA328A2	

EXHIBIT E

TRANSFERRING ENTITY'S IMPROVEMENTS

1. All of Transferring Entity's Communications Equipment located on or in the equipment shelters, buildings and/or cabinets shown on **Exhibit B** and located on the Tower as shown on **Exhibits C** and **D**.

2. Equipment shelters, buildings and/or cabinets, all as shown on **Exhibit B**.

3. Generators and associated fuel tanks, if any, all as shown on **Exhibit B**.

4. Pads and foundations associated with equipment shelters, building, cabinets and generators.

5. Grounding rings for the equipment shelters, if any.

EXHIBIT F

ANTENNA WEIGHT AND SAIL AREA DATA

See attached schedule of standard antenna weight and sail area data.

DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Allen Telecom	DB910CE-M	0.54	7.20
Allen Telecom	DB961DD90	2.80	11.00
Allen Telecom	DB961DD90T2	2.80	11.00
Allen Telecom	DB961DD90T2E-M	2.80	11.00
Allen Telecom	DB974H90	1.20	3.50
Allen Telecom	DB978H90E-M	2.55	7.10
Allen Telecom	DB980H105T2E-M	2.50	8.50
Allen Telecom	DB980H120E-M	2.50	8.50
Allen Telecom	DB980H90E-M	3.30	8.50
Allen Telecom	DB980H90T2B-M	3.30	8.50
Allen Telecom	DB980H90T2E-M	3.30	8.50
Allen Telecom	DB982H90T2A-M	3.00	10.00
Allen Telecom	DB982H90T2E-M	3.00	10.00
Allen Telecom	DB983H65	3.30	12.00
Allen Telecom	DB983H65T2	3.30	12.00
Allgon	4158.21	3.70	24.20
Allgon	7130.16	3.90	17.16
Allgon	7131.2	4.00	15.90
Allgon	7143.21	1.00	5.00
Allgon	7143.24	3.90	21.00
Allgon	7144.24	3.90	21.00
Allgon	7144.26	6.00	31.00
Allgon	7145.24	3.90	21.00
Allgon	7145.26	6.00	31.00
Allgon	7145.48	7.70	37.40
Allgon	7146.26	5.80	31.00
Allgon	7220.14	2.80	14.00
Allgon	2980-001	3.90	21.00
Allgon	2980-002	3.90	21.00
Allgon	7251.01	0.00	17.60
Allgon	740198R2	3.90	21.00
Allgon	OGC9-825 RFL-2	0.36	7.00
Allgon	OGC9-825N	3.90	21.00
Allgon	P-7WA48G	3.90	21.00
Allgon	RWA-80012	3.90	21.00
Allgon	RWA-80016	3.90	21.00
Allgon	SRL410 C9 L/4	5.49	35.00
Andrew	GP10F-21A	314.00	418.00
Andrew	GP12F-21	452.16	517.00
Andrew	GP6F-21A	113.04	198.00
Andrew	GP8F-21A	200.96	282.00
Andrew	HP10-107F	78.54	541.00
Andrew	HP12F-21A	452.16	850.00
Andrew	HP6F-21B	113.04	281.00
Andrew	HP8-107F	50.27	447.00
Andrew	HP8F-21	50.27	447.00
Andrew	HP-8F-21A	200.96	447.00
Andrew	P10F-21C	314.00	402.00
Andrew	P4F-21D	50.24	119.00
Andrew	P6-65D	113.04	162.00

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Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Andrew	P6F-21C	113.04	162.00
Andrew	P8F-21A	200.96	304.00
Andrew	P8F-21C	200.96	304.00
Andrew	PAR6-105	113.04	162.00
Andrew	PAR6-65A	28.27	281.00
Andrew	PAR8-65A	50.27	447.00
Andrew	PCS19HA-09016-2DG	3.10	10.00
Andrew	PCS19HA-11015-0DG	1.97	10.00
Andrew	PCS19HA-11015-2DG	3.10	10.00
Andrew	PL10-59D	314.00	402.00
Andrew	PL10-65D	314.00	402.00
Andrew	PL6-59D	113.04	162.00
Andrew	PL6-65D	113.04	162.00
Andrew	PL8-59D	200.96	304.00
Andrew	PL8-59D-1	200.96	304.00
Andrew	PL8-65D	200.96	304.00
Andrew	UHP8F-21	200.96	447.00
Andrew	UHX10-59J RF	314.00	541.00
Andrew	UHX12-59J RF	452.16	890.00
Andrew	UHX6-59J	113.04	281.00
Andrew	UHX6-59J RF	113.04	281.00
Andrew	UHX8-59H	200.96	447.00
Andrew	UHX8-59H LF	200.96	447.00
Antel	BCD 80010	0.23	26.50
Antel	BCR 80010:N270	6.00	55.00
Antel	BCR 80010N:90	4.20	37.00
Antel	BCR-80010	6.00	55.00
Antel	BCR80010:N180	6.00	55.00
Antel	BCR-80010:N270	6.00	55.00
Antel	BCR8-A	4.20	26.50
Antel	LPD7905/2	0.43	4.90
Antel	LPD7905/4	0.43	4.90
Antel	LPD7907/2	0.75	5.50
Antel	LPD7908/4	1.30	7.74
Antel	RWA - 80012	3.90	14.30
Antel	RWA-80010	2.00	8.40
Antel	RWA-80012	3.90	14.30
Antel	RWA-80013	3.90	14.30
Antel	RWA-80014	3.90	14.30
Antel	RWA-80015	7.87	31.00
Antel	RWA-80017	7.80	31.00
Antel	RWA-8006	1.08	5.30
Antel	RWA-8009	2.00	8.40
Antel	SRL410 C2 L/4	1.25	7.00
Antel	SRL410 C9 R90	5.49	35.00
Antenna Specialist	ASP2895	9.00	62.00
Antenna Specialist	ASP953	1.60	27.00
Antenna Specialist	ASP962	0.16	1.13
Antenna Specialist	ASP963	2.55	50.00
Antenna Specialist	ASP967	4.43	75.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Antenna Specialist	ASP973	1.60	27.00
Antenna Specialist	ASP-977	1.75	35.00
Antenna Specialist	ASPD974	1.60	27.00
Antenna Specialist	ASPD977 -4	1.75	35.00
Antenna Specialist	ASPD977 -5.5	1.75	35.00
Antenna Specialist	ASPD977 -6	1.75	35.00
Antenna Specialist	ASPD978	1.75	35.00
Ball Wireless	PCS-VR-16-09007	21.00	7.00
Celwave	ALP868013	1.00	4.45
Celwave	AP11-850/105	2.71	21.30
Celwave	AP12-850/090	2.00	18.00
Celwave	AP861011	4.04	10.00
Celwave	AP866017	9.37	48.50
Celwave	AP881011	4.04	10.00
Celwave	AP8-850/105	1.61	5.90
Celwave	AP906513	2.71	17.62
Celwave	AP906516T0	1.61	7.05
Celwave	APL869012	2.00	11.60
Celwave	BCR10	4.80	87.00
Celwave	BCR10-B	4.80	87.00
Celwave	BCR12-0	7.60	124.00
Celwave	BCR12-A	7.60	87.00
Celwave	BCR12-A	7.60	124.00
Celwave	BCR12-H	7.60	87.00
Celwave	BCR12-H	7.60	124.00
Celwave	BCR12-H-B1	7.60	87.00
Celwave	BCR12-O	7.60	87.00
Celwave	BCR12-O-B1	7.60	87.00
Celwave	BCR12-OT3	7.60	124.00
Celwave	BCR6SP-HT2	2.10	58.00
Celwave	BCR8-0015	3.00	68.00
Celwave	DA10-107	314.00	930.00
Celwave	DA6-107A	28.27	440.00
Celwave	DA8-59A	50.27	680.00
Celwave	PA8-65	200.96	380.00
Celwave	PD10017	2.00	25.00
Celwave	PD10017-2B	2.00	25.00
Celwave	PD10017-4B	2.00	25.00
Celwave	PD10085	1.40	10.00
Celwave	PD10085L	1.40	10.00
Celwave	PD10099	1.50	23.00
Celwave	PD10108	0.18	8.00
Celwave	PD10162	1.70	20.00
Celwave	PD10164	2.00	25.00
Celwave	PD10164-2B	2.40	32.00
Celwave	PD10168	2.40	34.00
Celwave	PD10176		
Celwave	PD10177	6.20	43.00
Celwave	PD10183-2	2.55	40.00
Celwave	PD10186	2.00	25.00

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Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Celwave	PD10188	2.00	25.00
Celwave	PD10201	10.00	28.00
Celwave	PD10222H-4	0.13	1.60
Celwave	PD10236	4.04	10.00
Celwave	PD1108	0.85	0.17
Celwave	PD1109	1.28	17.00
Celwave	PD1110	1.70	20.00
Celwave	PD1124	2.63	11.00
Celwave	PD1132	5.50	60.00
Celwave	PD1132R-4	5.50	60.00
Celwave	PD1136	3.70	38.00
Celwave	PD1251		
Celwave	PD1610-3	0.36	4.00
Celwave	PD400-8	0.88	17.00
Comsat RSI	PCS D 085-17-2	3.57	11.80
Comsat RSI	PCS D 085-17-2V	3.57	11.80
Comsat RSI	PCS D 090-20-2	4.18	15.40
Comsat RSI	PCS D 090-20-2V	4.18	15.40
Comsat RSI	PCS SD 085-16-2	0.00	11.80
Comsat RSI	PCS SD 090-20-2	0.00	14.00
CSS	SA-13	4.67	39.00
DAPA	2900-004	6.11	24.50
DAPA	2900-005	4.58	21.20
DAPA	2900-006	3.26	19.00
DAPA	2942-006	2.38	13.00
DAPA	2960-001	2.44	17.00
DAPA	2960-004	6.11	24.50
DAPA	2960-005	4.58	21.20
DAPA	2960-006	3.26	19.00
DAPA	2960-008	2.44	23.40
DAPA	2962-006	3.26	19.00
DAPA	2980-001	3.26	26.50
DAPA	2980-005	6.11	33.10
DAPA	2980-006	4.35	30.20
DAPA	2980-011	3.26	26.50
DAPA	2980-012	3.26	35.30
DAPA	2981-006	4.35	30.20
DAPA	3961-005	4.58	21.20
DAPA	ALP4014 N	4.00	20.00
DAPA	ALP8009 N10T	2.70	16.20
DAPA	ALP8009 N20T	2.70	16.20
DAPA	ALP8010 N	2.10	16.00
DAPA	ALP9211 N	3.90	26.70
DAPA	DAPA 2980-002	3.26	35.30
Decibel Products	ASPD-952	1.20	17.00
Decibel Products	ASPD963	2.55	50.00
Decibel Products	ASPD-973	1.60	27.00
Decibel Products	ASPD975	3.50	45.00
Decibel Products	ASPD975-3	3.50	45.00
Decibel Products	ASPD975-3T	3.50	45.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Decibel Products	ASPD975-5T	3.50	45.00
Decibel Products	ASPD977	1.75	35.00
Decibel Products	ASPD977-3	1.75	35.00
Decibel Products	ASPD977-4	1.75	35.00
Decibel Products	ASPD977-5	1.75	35.00
Decibel Products	ASPD977-6	1.75	35.00
Decibel Products	ASPD978	1.75	35.00
Decibel Products	ASPD978-4	1.75	35.00
Decibel Products	ASPF-955	0.20	3.00
Decibel Products	DB499C	0.25	5.00
Decibel Products	DB560	2.34	35.00
Decibel Products	DB560	1.66	20.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561K	2.87	43.00
Decibel Products	DB561K-CT	2.87	43.00
Decibel Products	DB562	3.41	47.00
Decibel Products	DB562K-CT	3.41	47.00
Decibel Products	DB563	3.52	50.00
Decibel Products	DB563Z	3.52	50.00
Decibel Products	DB564	4.10	53.00
Decibel Products	DB564K-CR	4.10	53.00
Decibel Products	DB564K-CR	4.10	53.00
Decibel Products	DB564K-CT	4.10	53.00
Decibel Products	DB564K-CT	4.10	53.00
Decibel Products	DB567 R90	3.90	21.00
Decibel Products	DB567 R90	7.00	80.00
Decibel Products	DB567KR90	7.00	66.00
Decibel Products	DB567KR90-CR	7.00	80.00
Decibel Products	DB567KR90-CT	7.00	80.00
Decibel Products	DB580	0.13	3.80
Decibel Products	DB583	0.13	3.80
Decibel Products	DB586	0.33	8.25
Decibel Products	DB586T6	0.33	8.25
Decibel Products	DB589	0.33	15.00
Decibel Products	DB589-XCT	0.64	11.50
Decibel Products	DB589-XCT3	0.64	11.50
Decibel Products	DB803	0.33	6.00
Decibel Products	DB803M-XC	0.33	6.00
Decibel Products	DB806	0.98	21.00
Decibel Products	DB806M	0.64	8.00
Decibel Products	DB806T6	0.98	21.00
Decibel Products	DB809	1.90	30.00
Decibel Products	DB809K	1.90	30.00
Decibel Products	DB809K-XC	1.90	30.00
Decibel Products	DB809M	1.19	25.00
Decibel Products	DB809M-XC	1.19	25.00
Decibel Products	DB809SR-X	1.90	30.00
Decibel Products	DB809SR-XC	1.90	30.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Decibel Products	DB809T3	1.90	30.00
Decibel Products	DB809T3-XC	1.90	30.00
Decibel Products	DB809T6	1.90	30.00
Decibel Products	DB809T6-XC	1.90	30.00
Decibel Products	DB810	2.34	35.00
Decibel Products	DB810K	2.34	35.00
Decibel Products	DB810KT3-XC	2.34	35.00
Decibel Products	DB810KU3-XC	2.34	35.00
Decibel Products	DB810K-XC	2.34	35.00
Decibel Products	DB810K-XC	2.34	35.00
Decibel Products	DB810M	2.34	35.00
Decibel Products	DB810M	2.34	35.00
Decibel Products	DB810M-XC	2.34	35.00
Decibel Products	DB812	3.20	66.00
Decibel Products	DB812F	3.50	72.00
Decibel Products	DB812K-XC	3.50	72.00
Decibel Products	DB833	2.00	15.00
Decibel Products	DB833R-F	2.00	20.00
Decibel Products	DB834	2.35	19.00
Decibel Products	DB834R-F	2.35	19.00
Decibel Products	DB842H80	1.00	5.00
Decibel Products	DB844H80	1.00	5.00
Decibel Products	DB844H80T6-XY	1.00	5.00
Decibel Products	DB844H90	2.00	10.00
Decibel Products	DB844H90VT-SX	2.00	10.00
Decibel Products	DB844H90VT-X	2.00	12.00
Decibel Products	DB844H90-X	2.00	12.00
Decibel Products	DB848H90-XY	4.00	20.00
Decibel Products	DB854H90	4.00	17.50
Decibel Products	DB854HV90D-SX	13.74	43.00
Decibel Products	DB854HVH90D-SX	13.74	43.00
Decibel Products	DB855DDH90	5.00	28.00
Decibel Products	DB855DDH90(E)	5.00	28.00
Decibel Products	DB858 H90	13.74	41.00
Decibel Products	DB858DDH90SX	13.74	41.00
Decibel Products	DB858HV65-SX	8.00	43.00
Decibel Products	DB864 H90	1.04	5.00
Decibel Products	DB871 H105	1.04	5.00
Decibel Products	DB871 H120	1.04	5.00
Decibel Products	DB871 H83	1.04	5.00
Decibel Products	DB872 H105	2.06	7.00
Decibel Products	DB872 H120	2.06	7.00
Decibel Products	DB872 H83	2.06	7.00
Decibel Products	DB872H105-X	2.06	7.00
Decibel Products	DB872H120	2.06	7.00
Decibel Products	DB874H105	4.10	14.00
Decibel Products	DB874H105	4.10	14.00
Decibel Products	DB874H105-X	4.10	14.00
Decibel Products	DB874H105-XC	4.10	14.00
Decibel Products	DB874H120	4.10	14.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Decibel Products	DB874H120	4.10	14.00
Decibel Products	DB874H83	4.10	14.00
Decibel Products	DB874H83-SX	4.10	14.00
Decibel Products	DB878H105	8.00	20.00
Decibel Products	DB878H105-X	8.00	20.00
Decibel Products	DB878H105-XC	8.00	20.00
Decibel Products	DB878H120	8.00	20.00
Decibel Products	DB878H120-X	8.00	20.00
Decibel Products	DB878H120-XC	8.00	20.00
Decibel Products	DB878H83	8.00	20.00
Decibel Products	DB878H83	8.00	20.00
Decibel Products	DB878H83-SX	8.00	20.00
Decibel Products	DB878H83-X	8.00	20.00
Decibel Products	DB881H60	1.04	5.00
Decibel Products	DB882H60	2.06	7.00
Decibel Products	DB884H45	3.90	21.00
Decibel Products	DB884H45	4.10	14.00
Decibel Products	DB884H45	4.10	14.00
Decibel Products	DB884H45-X	4.10	14.00
Decibel Products	DB884H60	4.10	14.00
Decibel Products	DB930DD65E-M	2.70	15.00
Decibel Products	DB932DD65T2E-M	3.10	17.00
Decibel Products	DB932DD90T2E-M	4.50	18.00
Decibel Products	DB978H120E-M	2.00	7.10
Decibel Products	DB983H65E-M	3.30	12.00
EMS	FC90-11-00NA	4.00	21.00
EMS	FR90-16-00DP	3.10	18.00
EMS	FR90-16-02DP	3.10	18.00
EMS	FS70-12-00NA	8.00	36.00
EMS	FS70-12-10_A2	8.00	36.00
EMS	FS90-09-00	5.00	27.00
EMS	FS90-09-05_A2	5.00	27.00
EMS	FS90-11-00	8.00	36.00
EMS	FS90-12-00_A2	8.00	36.00
EMS	FV105-10-00	2.70	15.00
EMS	FV105-10-05	2.70	15.00
EMS	FV105-10-10	2.70	15.00
EMS	FV105-12-00	8.00	34.00
EMS	FV60-15-00NA	8.00	27.50
EMS	FV65-13-00_A2	4.00	21.00
EMS	FV70-14-00_A2	4.00	21.00
EMS	FV90-09-10NA	2.70	15.00
EMS	FV90-11-00	4.00	21.00
EMS	FV90-11-05_A2	4.00	21.00
EMS	FV90-11-10_A2	4.00	21.00
EMS	FV90-12-00	6.00	30.00
EMS	FV90-12-00_A2	6.00	30.00
EMS	FV90-12-05_A2	6.00	30.00
EMS	FV90-12-10	6.00	30.00
EMS	FV90-12-10_A2	6.00	30.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
EMS	FV90-13-00	6.00	30.00
EMS	FV90-13-00_A2	8.00	34.00
EMS	RR90-14-00	1.70	9.00
EMS	RR90-17-02	3.10	18.00
EMS	RS80-10-00_A2	8.00	36.00
EMS	RV105-11-00_A2	4.00	21.00
Gabriel	DDP10P-59BSE	78.54	370.00
Gabriel	DDP8P-59BSE	50.27	280.00
Gabriel	GHA10-21	78.54	310.00
Gabriel	SRD10-59ASE	78.54	535.00
Gabriel	SRD8-59ASE	50.27	395.00
Hazeltine	820-080-11-9 840	6.30	28.00
Hazeltine	820-080-11-9 870	6.30	28.00
Kathrein	740198	1.37	16.00
Kathrein	63-30-6-1	5.38	22.00
Kathrein	740198 RFM3	2.00	39.00
Kathrein	740198R2	2.73	23.50
Kathrein	740198RF	18.00	1.80
Kathrein	740198RFL2	1.36	15.00
Kathrein	740198RFM2	39.00	2.00
Kathrein	KT-740198	1.37	16.00
Kathrein	KT-740198R2	2.73	23.50
Kathrein	KT-740198R2	2.73	23.50
Kathrein	KT-740198RFL2	2.73	23.50
Kathrein	KT-740198RFL2	2.73	23.50
Kathrein	KT-740198RFL5/8	1.73	18.00
Kathrein	KT-740198RFL5/8	1.73	18.00
Mark	HP-100A72 RF	113.04	336.00
Mark	HP-60A120L	314.00	860.00
Mark	HP-60A72 L	113.04	336.00
Mark	HP-60A72 RF	113.04	336.00
Mark	MHP-21A96	200.96	491.00
Mark	MHP-60A72 R	113.04	336.00
Mark	P-21A120G	314.00	286.00
Mark	P-21A120GF	314.00	286.00
Mark	P-21A120N	314.00	575.00
Mark	P-21A144G	452.16	465.00
Mark	P-21A48	50.24	127.00
Mark	P-21A48N	50.24	127.00
Mark	P-21A72G	113.04	128.00
Mark	P-21A72GF	113.04	128.00
Mark	P-21A72N	113.04	202.00
Mark	P-21A96G	200.96	216.00
Mark	P-21A96GF	200.96	216.00
Mark	P-21A96N	200.96	293.00
Mark	P-21B72GF	113.04	128.00
Mark	P-22A72G	113.04	128.00
Mark	P-24A48GN-2	50.24	86.00
Mark	P-24A72GN-U	113.04	128.00
Mark	P-24A96GN	200.96	216.00

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Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Mark	P-57848N-2	50.24	127.00
Mark	P-57A48N	50.24	127.00
Mark	P-57A48N-2	50.24	127.00
Mark	P-57A72N-2	113.04	202.00
Mark	P-57A96-2	200.96	293.00
Mark	PA-21B48N	50.24	127.00
Mark	PA-21B72G	113.04	171.00
Northern Telecom	CELL PLUS		
Northern Telecom	SMART	17.24	176.00
Northern Telecom	SMART	17.24	176.00
Northern Telecom	SMART 2.5	17.24	176.00
RSI	A-57A24N-U	78.54	20.00
RSI	HP-105A120	78.54	866.00
RSI	HP-105A72	28.27	336.00
RSI	HP-60120W	78.54	866.00
RSI	HP-60A72	28.27	336.00
RSI	MHP-21A72	28.27	336.00
RSI	MHP-21A96	50.27	491.00
RSI	MHP-21B96	50.27	491.00
RSI	MHP-6072W	28.27	336.00
RSI	MHP-6096W	50.27	491.00
RSI	MHP-60A96	50.27	491.00
RSI	P-105A48	12.57	109.00
RSI	P-21A120G	27.43	286.00
RSI	P-21A144G	46.87	465.00
RSI	P-21A72G	11.22	171.00
RSI	P-21A96G	19.00	216.00
RSI	P-24A48G	6.32	86.00
RSI	P-24A72G	11.22	171.00
RSI	P-24A72GF-2	11.22	171.00
RSI	P-24A96G	19.00	216.00
RSI	P-57A72N	28.27	120.00
RSI	P-57A96N	50.27	240.00
RSI	P-57B48N	12.57	109.00
RSI	P-57C24N	3 14	120.00
RSI	P-60A72	28.27	120.00
RSI	P-60A96	50.27	240.00
RSI	PA-21B72G	11.22	128.00
RSI	PA-21B72GP	11.22	128.00
Scala	740198	1.37	16.00
Scala	740217	3.90	13.40
Scala	AP11-850/105	3.50	13.60
Scala	AP13-850/065	3.50	19.00
Scala	AP16-850/047	7.50	26.00
Scala	KT740198R2	2.73	23.50
Scala	KT740198R5/8	1.73	18.00
Scala	KT740218R2	2.73	23.50
Scala	KT740218R5/8	1 73	18.00
Scala	OGC 9825RFL5/8	1.73	18.00
Scala	OGC6-825-2D	1.94	16.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Scala	OGC9-825	1.37	16.00
Scala	OGC9-825 RFL5/8	1.97	18.00
Scala	OGC9-825N	1.37	16.00
Scala	OGC9-825N RFL2	0.60	23.00
Scala	OGC9-825N RFM3	0.60	23.00
Scala	OGC9-825NR5/8	1.73	18.00
Scala	OGC9-825RFL-2	1.37	16.00
Scala	PR-850	4.40	38.00
Scala	PRBB-850	4.40	38.00
Sinclair	SLR-410C-4R160	2.80	27.00
Sinclair	SLR-410C-4R60	2.58	27.00
Sinclair	SLR-410C-4R90	2.57	27.00
Sinclair	SRL410 C9 R105	5.50	35.00
Sinclair	SRL410 C9 R160	5.94	35.00
Swedcom	900900NA	1.33	10.00
Swedcom	901200NA	2.30	20.00
Swedcom	901200NAS	2.30	20.00
Swedcom	901205NAS	2.30	20.00
Swedcom	901210NAS	2.30	20.00
Swedcom	ALP110 08	1.60	15.00
Swedcom	ALP110 11	3.70	24.50
Swedcom	ALP4014-N	4.00	20.00
Swedcom	ALP4016N	8.10	33.30
Swedcom	ALP6011N	2.30	18.00
Swedcom	ALP6014N	5.40	28.90
Swedcom	ALP6016N	9.50	55.10
Swedcom	ALP8010N	2.10	16.00
Swedcom	ALP8013N	4.50	27.30
Swedcom	ALP9209N	1.70	15.30
Swedcom	ALP9212N	3.90	26.70
Swedcom	ALP9214N	8.10	53.30
Swedcom	ALP-E 9011	2.30	20.00
Swedcom	CTY10510 N	5.30	16.00
Swedcom	CTY9006-N	5.10	2.00
Swedcom	CTY9010	5.30	16.00

OR BOOK 1565 PAGE 412

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2527707 OR BOOK 2125 PAGE 2093, Recorded 12/30/2004 at 08:37 AM

Return to:
Stephani Leadingham
AFL Wireless
1685 Bluegrass Lakes Parkway, Alpharetta, GA 30004
Sprint PCS Site ID: MI60XC245-B

Memorandum of Site Lease Acknowledgement

This Memorandum evidences that a lease was made and entered into by written Site Lease Acknowledgement dated November 24, 2004, between Crown Castle South LLC, a Delaware limited liability company ("Lessor") and Sprint Spectrum L.P., a Delaware limited partnership ("Lessee"), the terms and conditions of which are incorporated herein by reference.

Such agreement provides in part that Lessor subleases to Lessee a portion of a certain site ("Site) located on 450 SW Thornhill Drive, City of Port St. Lucie, County of St. Lucie, State of Florida, which is described in Attachment "1" attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years, with automatic renewal for four (4) five-year terms, commencing on earlier of : (i) the first day of the month immediately following the date that is one hundred eighty (180) days from the date on which the SLA is sent by certified mail, return receipt requested, or delivered by a nationally recognized courier service, or hand delivered from Lessor to Lessee for execution (provided that the SLA is subsequently fully executed); or (ii) the first day of the second month immediately following the first to occur of (a) the issuance of a building permit for the construction or installation of Lessee's Equipment, or (b) commencement of construction or installation of Lessee's Equipment. The Basic Monthly Payments shall commence on the SLA Term Commencement Date.

[SIGNATURES APPEAR ON NEXT PAGE]
[REMAINDER OF PAGE LEFT BLANK INTENTINALLY]

LESSOR:
Crown Castle South LLC, a Delaware limited liability company

By: _____ Witness: Tyrrell Moore
Print Name: Jason Caliento Print Name: Tyrrell L. Moore
Title: Vice President of Assets Witness: Sara Price
Print Name: SARA PRICE

LESSEE:
Sprint Spectrum L.P., a Delaware limited partnership

By: _____ Witness: Angie Chromy
Print Name: James G. Meyers Print Name: Angie Chromy
Title: AVP-Site Delivery Witness: Karen S. Thomas
Print Name: Karen S. Thomas

Address: 6391 Sprint Parkway,
Mailstop KSOPHT0101-Z2650
Overland Park, KS 66251-2650

LESSOR NOTARY BLOCK

(STATE OF North Carolina)
(COUNTY OF Mecklenburg) ss:

On the 24 day of November, 2009, before me personally came Jason Caliento, to me known who, being by me duly sworn, did depose and say that he resides in North Carolina; that (s)he is an Vice President of Assets of Crown Castle South, ~~the~~ LLC, a Delaware ~~corporation~~ limited liability company described in and which executed the foregoing instrument; and that (s)he signed his name thereto by order of the Board of Directors.

Cinde Moore
Notary Public

[Notary Seal]

CINDE MOORE NOTARY PUBLIC UNION COUNTY, NC

LESSEE NOTARY BLOCK

(STATE OF KANSAS)
(COUNTY OF JOHNSON) ss:

On the 20 day of November, 2009 before me personally came James G. Meyers to me known who, being by me duly sworn, did depose and say that he resides in Kansas; that (s)he is an AVP-Site Delivery of Sprint Spectrum, the LLC corporation described in and which executed the foregoing instrument; and that (s)he signed his name thereto by order of the Board of Directors.

Notary Public - State of Kansas
SUSAN K. MULVANEY
My Appointment Expires 7/8/10

Susan K Mulvaney
Notary Public

[Notary Seal]

DESCRIPTION OF LEASE PARCEL

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence continue South 26° 54' 12" East along said Easterly line of Tract "O" a distance of 303.00 feet to a point on the North line of the Florida's Turnpike ramp right-of-way; thence North 81° 43' 58" West along said Northerly right-of-way line a distance of 70.10 feet to the POINT OF BEGINNING; thence continue North 81° 43' 58" West along said Northerly right-of-way line a distance of 48.92 feet; thence departing from said right-of-way line, North 26° 54' 12" West a distance of 55.95 feet; thence North 63° 05' 48" East a distance of 39.99 feet; thence South 26° 54' 12" East a distance of 84.13 feet to the POINT OF BEGINNING.

Containing an area of 2,800.8 Square feet.

DESCRIPTION OF ACCESS EASEMENT

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 63° 05' 48" West along the Southerly right-of-way line of Thornhill Drive a distance of 47.94 feet to the POINT OF BEGINNING; thence departing from said Southerly right-of-way line, South 26° 54' 12" East a distance of 375.28 feet; thence South 57° 14' 21" East a distance of 79.94 feet; thence South 24° 42' 41" East a distance of 254.43 feet; thence South 63° 05' 48" West a distance of 40.00 feet; thence North 26° 54' 12" West a distance of 20.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 229.35 feet; thence North 57° 14' 21" West a distance of 79.52 feet; thence North 26° 54' 12" West a distance of 380.68 feet to a point on said Southerly right-of-way line of Thornhill Drive; thence North 63° 05' 48" East along said Southerly right-of-way line a distance of 20.00 feet to the POINT OF BEGINNING.

Containing an area of 14,600.3 Square feet.

DESCRIPTION OF UTILITY EASEMENT

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence South 63° 05' 48" West a distance of 19.71 feet to the POINT OF BEGINNING; thence South 24° 42' 41" East a distance of 188.83 feet; thence South 63° 05' 48" West a distance of 30.38 feet; thence North 26° 54' 12" West a distance of 10.00 feet; thence North 63° 05' 48" East a distance of 178.82 feet; thence North 24° 42' 41" West a distance of 10.01 feet to the POINT OF BEGINNING; thence North 63° 05' 48" East a distance of 10.00 feet to the POINT OF BEGINNING.

Containing an area of 2,092 Square feet.

REVISED 7/7/98 – CHANGED LEASE , ADD UTIL. ESMT.

Bellsouth Mobility - St Lucie West-02

William B. Zentz & Associates, Inc.
Land Survey Services
CERTIFICATE OF AUTHORIZATION (LB) No. 6840
953 Old Dixie Highway, Suite B-4
Vero Beach, Fl 32960
Phone: (561) 567-7552
Fax : (561) 567-1751

WILLIAM B. ZENTZ, PLS
REGISTERED LAND SURVEYOR No. 5278
STATE OF FLORIDA

JOB No. 100-022
DATE 6/2/98
SHEET 1 OF 2

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3577018 OR BOOK 3281 PAGE 308, Recorded 03/31/2011 at 01:35 PM
Doc Tax: $0.70

STATE OF FLORIDA
COUNTY OF ST. LUCIE

8416-C-FL
(06-2007)

Preparer's Name and Address:

Jim Cox, P.E.
c/o AT&T Florida
5360 NW Nassau Lane
Port St. Lucie, FL 34983-3312

Grantee's Address:

BellSouth Telecommunications, Inc.
d/b/a AT&T Florida
3300 Okeechobee Road, Room 237
Ft. Pierce, FL 34947

NON-EXCLUSIVE EASEMENT

For and in consideration of the sum of **Ten Dollars and No Cents ($10.00)** and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises, **CITY OF PORT ST. LUCIE, a Florida municipal corporation** (hereinafter referred to as "Grantor"), does hereby grant to **BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation, d/b/a AT&T Florida** (hereinafter referred to as "Grantee"), and its successors and assigns, an easement ("Easement") to construct, operate, maintain, add and/or remove such systems of communications, or related items as Grantee may from time to time deem necessary in the conduct of its business upon, over, under and across a portion of the following real property and drainage right-of-way, situate, lying and being in the County of **St. Lucie**, State of **Florida**, to wit:

See Exhibit "A," attached hereto and incorporated herein.

This Easement, including the following rights are hereby granted: the right of ingress and egress to the Easement; the right to allow Grantee's contractors to lay cable or conduit or other appurtenances on and under the Easement area for communications; the right, but not the obligation, to clear the Easement area and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim, cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the Easement area which might interfere with or fall upon the lines or systems of communication; the right to relocate said facilities and systems of communications of Grantee to a mutually acceptable and agreeable new easement location if any future highway relocation, widening, or improvements required and constructed by Grantor, the City of Port St. Lucie, shall require the removal of said facilities and systems outside the above-described Easement area; and the right to allow Grantee's suppliers to provide fuel or other similar energy resources to Grantee's equipment within the Easement area.

To have and to hold the above granted Easement unto Grantee, its successors and assigns forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land upon which the aforesaid Easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:
The following special stipulations shall control in the event of conflict with any of the foregoing easement:

If any of the real estate, landscaping, sod, or any other improvement located on Grantor's property, outside the Easement area, is disturbed or damaged by any of the activities, under this agreement, of Grantee, its agents, employees, servants, contractors, consultants, or persons acting pursuant to contracts or agreement with Grantee then Grantee shall restore all such property to a condition, substantially similar to the condition, existing prior to the disturbance or damage.

Grantor reserves the right to use the subject property, Easement area, and all adjacent City property in any manner that will not unreasonably interfere with the Easement rights granted to Grantee hereinabove.

Grantee shall indemnify and hold harmless Grantor, its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's fees and cost of defense, which Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the actions, negligence or the failure to exercise care by Grantee, its officers, employees, agents, servants, contractors, consultants, in the construction, operation, maintenance, reconstruction or use of Grantee's facilities and systems of communications located upon, over, under and around the above-described Easement area.

In the event that any of Grantor's drainage substructures, conduits, or pipes lying within or adjacent to the non-exclusive easement area require replacement or maintenance by Grantor, then Grantee will fully cooperate with Grantor to insure that replacement and maintenance will occur in a timely manner while protecting the Grantee's existing direct buried communication cables and above ground equipment cabinets. Further, Grantee agrees that in the event any damage or destruction of Grantor's above-described facilities is caused solely by Grantee's activities within the non-exclusive easement area, then Grantee shall pay for any and all costs associated with the repair or replacement of said facilities of Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and set its hand and seal by its proper officer or representative duly authorized this 29 day of March, 2011.

Signed, sealed and delivered In the presence of:

Mary Ann Verillo
Print Name: MARY ANN VERILLO
Witness

Betty Bollinger
Print Name: Betty Bollinger
Witness

CITY OF PORT ST. LUCIE, a Florida municipal corporation
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

By: Jerry A. Bentrott
Jerry A. Bentrott, City Manager

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY, that on this 29 day of March, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, Jerry A. Bentrott, as City Manager, authorized to act on behalf of **CITY OF PORT ST. LUCIE, a Florida corporation**, is [X] personally known to me or [ ] proven by producing the following identification _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at City Hall, in the County and State aforesaid, on this, the 29 day of March, 2011.

NOTARY PUBLIC-STATE OF FLORIDA
Mary Ann Verillo
Commission # DD665926
Expires: JUNE 09, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY SEAL/STAMP

_____(Seal)
Mary Ann Verillo
Print Name of Notary Public

Notary Public, State of 06-09-2011
My Commission expires

TO BE COMPLETED BY GRANTEE

District Central	FRC	Wire Center/NXX South Port St. Lucie	Authority 0E854454N
Drawing	Area Number	Plat Number	RWID
Parcel ID 3420-585-0013-000-1	Approval Charles L. Adams 7/31/2011		Title Area Manager

This Non-Exclusive Easement to AT&T has been duly authorized and approved by the City Council of the City of Port St. Lucie by Ordinance 11-17.

THIS IS NOT A SURVEY

DESCRIPTION

EQUIPMENT EASEMENT

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF TRACT "O" OF THE PLAT ENTITLED PORT ST. LUCIE SECTION EIGHTEEN AS RECORDED IN PLAT BOOK 13, PAGES 17 AND 17A THROUGH 17K, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "O"; THENCE SOUTH 26°54'12" EAST, ALONG THE EASTERLY LINE OF SAID TRACT "O", A DISTANCE OF 658.49 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 63°05'48" WEST, A DISTANCE OF 8.23 FEET TO THE POINT OF BEGINNING, OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 26°54'12" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 63°05'48" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 26°54'12" WEST, A DISTANCE OF 20.00'; THENCE NORTH 63°05'48" EAST, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 200 SQUARE FEET, MORE OR LESS.

CABLE EASEMENT

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF TRACT "O" OF THE PLAT ENTITLED PORT ST. LUCIE SECTION EIGHTEEN AS RECORDED IN PLAT BOOK 13, PAGES 17 AND 17A THROUGH 17K, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "O"; THENCE SOUTH 26°54'12" EAST, ALONG THE EASTERLY LINE OF SAID TRACT "O", A DISTANCE OF 658.49 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 63°05'48" WEST, A DISTANCE OF 8.23 FEET; THENCE SOUTH 26°54'12" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 63°05'48" WEST, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE SOUTH 63°05'48" WEST, A DISTANCE OF 45.00 FEET; THENCE NORTH 26°54'12" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 63°05'48" EAST, A DISTANCE OF 45.00 FEET; THENCE SOUTH 26°54'12" EAST, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 450 SQUARE FEET, MORE OR LESS.

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. 5366

11-5-2016
DATE:

AT&T PROJECT No. 0E854454N

SKETCH & DESCRIPTION

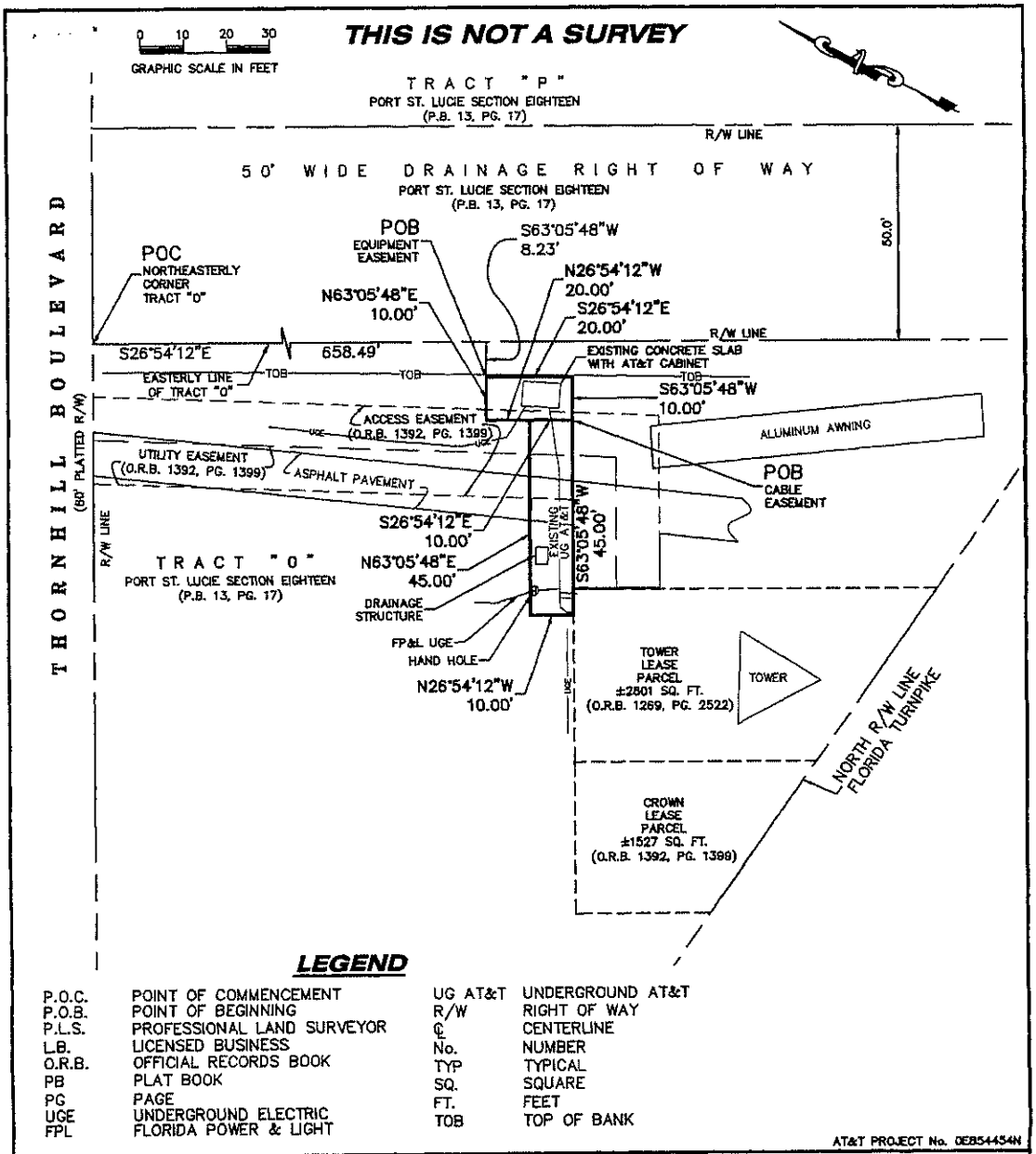
PREPARED FOR:
AT&T OF FLORIDA

GEOMATICS SERVICES Inc.
PROFESSIONAL SURVEYORS & MAPPERS
3815 S.W. Savoy Dr. PALM CITY, FLORIDA
(772) 419-8383 FAX (772) 408-4208
CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS				

JOB No. : 10-136 SCALE : 1"= 30' | DATE: 10/7/2010 DRAWN BY: BCS | FIELD BOOK: PAGE: | CHECKED BY: MTO EFB FILE: | CADD FILE : 10-136SK&D1.dwg

SHEET 1 OF 2



LEGEND

P.O.C.	POINT OF COMMENCEMENT	UG AT&T	UNDERGROUND AT&T
P.O.B.	POINT OF BEGINNING	R/W	RIGHT OF WAY
P.L.S.	PROFESSIONAL LAND SURVEYOR	℄	CENTERLINE
L.B.	LICENSED BUSINESS	No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK	TYP	TYPICAL
PB	PLAT BOOK	SQ.	SQUARE
PG	PAGE	FT.	FEET
UGE	UNDERGROUND ELECTRIC	TOB	TOP OF BANK
FPL	FLORIDA POWER & LIGHT		

AT&T PROJECT No. 0EB54454N

SKETCH & DESCRIPTION

PREPARED FOR:

AT&T OF FLORIDA

GEOMATICS SERVICES Inc.
PROFESSIONAL SURVEYORS & MAPPERS
3815 S.W. Savoy Dr. PALM CITY, FLORIDA
(772) 419-8383 FAX (772) 408-4208
CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS				

JOB No. : 10-136 DATE: 10/7/2010 FIELD BOOK:
SCALE : 1"= 30' DRAWN BY: BCS PAGE:
CHECKED BY: MTO CADD FILE : 10-136SK&D1.dwg
EFB FILE:

SHEET 2 OF 2

M:\10-Projects\10-136 ATT HAYSVILLE-THORNHILL\10-136SK&D1.dwg, 11/5/2010 9:21:43 AM, Adobe PDF, ITRO BW11

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3691396 OR BOOK 3377 PAGE 2728, Recorded 04/09/2012 at 09:54

Verizon Wireless Site Name: Bellsouth St. Lucie West / 62725

AFTER RECORDING RETURN TO:

PENNINGTON LAW FIRM, L.L.C.
P.O. BOX 2844
COLUMBIA, S.C. 29202

STATE OF FLORIDA)
)
COUNTY OF ST. LUCIE)

AMENDED MEMORANDUM OF CO-LOCATION AGREEMENT

This Amended Memorandum of Co-Location Agreement (the "Amended Memorandum") is made this 22 day of March, 2012, between **CROWN CASTLE SOUTH LLC** , a Delaware limited liability company, hereinafter designated "Crown", and **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP**, a Delaware limited partnership **D/B/A VERIZON WIRELESS**, hereinafter designated "Verizon Wireless". Crown and Verizon Wireless are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Crown and Verizon Wireless entered into a Co-Location Agreement dated June 25, 1999, as may have been previously amended and/or assigned (collectively, the "Agreement"), whereby Verizon Wireless leased from Crown space as described in that certain Agreement; and

WHEREAS, this Amended Memorandum is not intended to supersede, replace, or release Verizon Wireless' rights under any prior recorded Memorandum;

NOW THEREFORE, the terms of the Agreement are modified as follows:

1. In consideration of the payments, and subject to the terms and conditions, set forth in the Agreement, Crown has leased to Verizon Wireless space at that certain property located on 480 SW Thornhill Drive, Port St. Lucie, St. Lucie, Florida 34984, which property is further identified on Exhibit 1 attached hereto and made a part hereof. The lease includes an 8' x 16' lease area for Verizon Wireless' equipment and a separate 4' x 7' lease area for Verizon Wireless' fuel tank, antennas on Crown's tower, the non-exclusive easement rights for ingress and egress, and for the installation and maintenance of utilities to the nearest public right of way located on that parcel of land located in St. Lucie County, State of Florida.

2. The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Crown and Verizon Wireless.

(SIGNATURES APPEAR ON NEXT PAGE)

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Crown and Verizon Wireless have caused this Memorandum to be duly executed on the date first written above.

CROWN:
CROWN CASTLE SOUTH LLC,
A Delaware limited liability company

WITNESS

WITNESS

By: _____
Name: Jodi C. Pollice
Title: ~~Interim Licensing Manager~~
Date: 3/22/2012

VERIZON WIRELESS:
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless

WITNESS

WITNESS

By: _____
Name: Hans F. Leutenegger
Title: Area Vice President Network
Date: 3-19-2012

STATE OF Pennsylvania :

: SS

COUNTY OF Washington :

ACKNOWLEDGEMENT

I, Katherine Witzberger a Notary Public for the County of Washington, State of Pennsylvania, do hereby certify that Jodi C. Pollice, to me personally known, who, being by me duly sworn, said that (s)he is Interim Licensing Manager of **CROWN CASTLE SOUTH LLC**, a Delaware limited liability company, and that (s)he being authorized to do so, executed the foregoing instrument on its behalf.

Sworn to and subscribed before me
this 22nd day of March,
2012.

Katherine Witzberger
Notary Public
My Commission Expires: 3.30.2012

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Katherine Witzberger, Notary Public
Cecil Twp., Washington County
My Commission Expires March 30, 2014
Member, Pennsylvania Association of Notaries

STATE OF NORTH CAROLINA : SS

COUNTY OF MECKLENBURG :

I, Jean M. Musa, a Notary Public for Mecklenburg County and State of North Carolina, do hereby certify that Hans F. Leutenegger, to me personally known, who, being by me duly sworn, did say that he is Area Vice President Network of **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless**, and that he executed the foregoing Instrument on its behalf.

Sworn to and subscribed before me
this 19 day of MARCH,
2012.

Jean M Musa

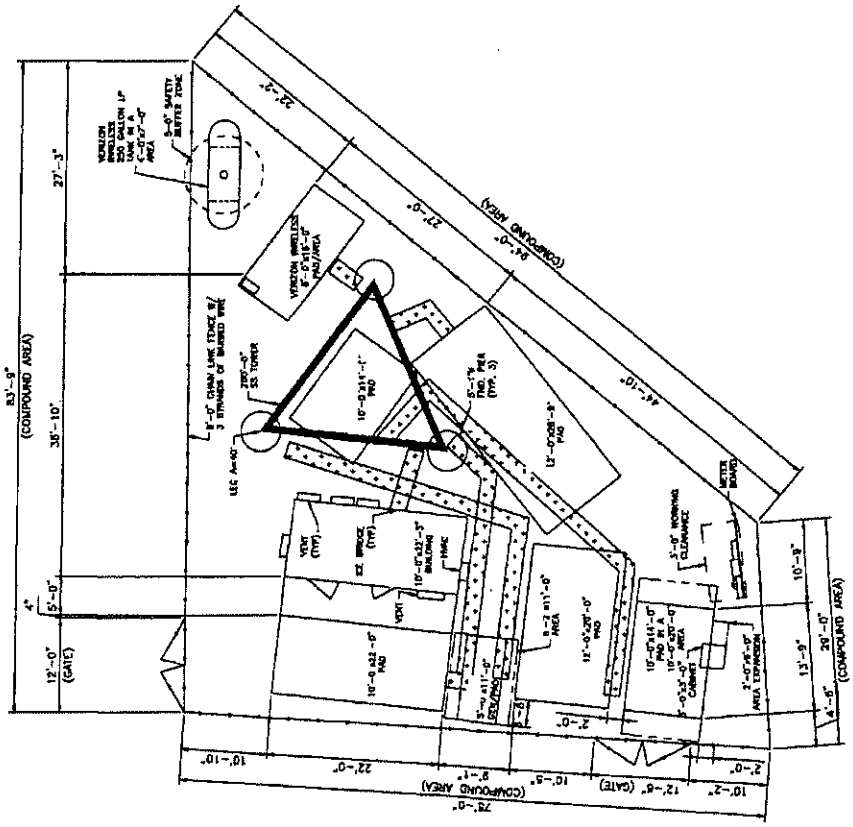
Notary Public

My Commission Expires:

JEAN M MUSA
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
May 18, 2015

Exhibit 1

(See Attached)



CROWN CASTLE

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4080754 OR BOOK 3756 PAGE 2328, Recorded 06/12/2015 at 04:27 PM
Doc Tax: $30.10

Prepared by and when recorded return to:
Stefanie Beskovoyne, Assistant City Attorney
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

(Space above this line reserved for recording office use only)

NON-EXCLUSIVE ACCESS EASEMENT

THIS NON-EXCLUSIVE ACCESS EASEMENT ("Easement"), executed this 11th day of June, 2015 by the CITY OF PORT ST. LUCIE, a Florida municipal corporation ("Grantor"), whose mailing address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 to FLORIDA POWER AND LIGHT COMPANY, a Florida corporation ("Grantee"), whose mailing address is 700 Universe Boulevard, Juno Beach, Florida 33408, Attention: Corporate Real Estate Department.

(Wherever used herein the terms "Grantor" and "Grantee" shall include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain property located in St. Lucie County, Florida as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property");

WHEREAS, Grantee desires to obtain a perpetual non-exclusive access easement from Grantor over that certain portion of Grantor's Property as more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Easement Area"), in order to access the easement area granted to Grantee by Grantor under that certain underground utility easement dated of even date herewith and recorded immediately preceding this Easement in the Official Records of St. Lucie County, Florida; and

WHEREAS, Grantor desires to grant Grantee a perpetual non-exclusive access easement over the Easement Area for the purposes set forth herein.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars and No Cents ($10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, its agents, successors and assigns, a perpetual non-exclusive access easement in, on, over and across the Easement Area for the sole purposes of ingress and egress by Grantee, its agents, contractors, subcontractors, invitees and assigns and the right to keep any road on the Easement Area clear of brush, trees, obstructions as may be necessary or desirable for Grantee's use.

TO HAVE AND TO HOLD this Easement hereby granted unto Grantee, its licensees, agents, legal representatives, successors and assigns, together with all conditions and covenants set forth herein, which covenants shall run with the land and shall inure to and be binding upon the heirs, representatives, successors and assigns of Grantee.

IT IS UNDERSTOOD that Grantee, at its sole cost and expense, shall be responsible for the maintenance, repair, construction, operation and replacement of any and all improvements installed, erected, constructed or in anywise made over, across, through or upon the Easement Area by Grantee, its agents, contractors, subcontractors, invitees and assigns. If any of the real estate, vegetation, landscaping, sod, or any other improvement located on the Property, outside or within the Easement Area, is disturbed or damaged by Grantee while performing any of its activities under this Easement, then Grantee shall restore such damaged portion of the Property to a condition, substantially similar to the condition, existing prior to the disturbance or damage; provided that such damage is not caused by the negligence or misconduct of Grantor or any other third party.

IT IS ALSO UNDERSTOOD that Grantor, for itself and its successors and assigns, reserves the right to install, construct, repair and maintain any improvements, including but not limited to utility facilities, within the Easement Area at any location, in Grantor's sole discretion, provided Grantor's use of the Easement Area does not interfere and/or is not inconsistent with the rights granted to Grantee herein.

IT IS ALSO FURTHER UNDERSTOOD, that Grantee shall indemnify and hold harmless Grantor, its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's fees and cost of defense, which Grantor or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the actions, negligence or the failure to exercise care by Grantee, its officers, employees, agents, servants, contractors, or consultants in Grantee's use of the Easement Area under this Easement, unless such liability, loss, or damage is caused by Grantor's negligence or failure to exercise care. In no event shall Grantee be liable for any indirect, special, incidental, punitive or consequential damages.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and set its hand and seal by its proper, duly authorized officer or representative the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

CITY OF PORT ST. LUCIE, Florida municipal corporation

Natalie Tennesson
Witness
Print Name: Natalie Tennesson

Robin F Hampl
Witness
Print Name: Robin Hampl

By: _____
Gregory J. Oravec, Mayor

Attest: _____
Karen A. Phillips, City Clerk

Approved as to Form and Correctness:

By: _____
Pam E. Booker, City Attorney

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 8th day of June, 2015, by Gregory J. Oravec, as Mayor for the City of Port St. Lucie, who ☒ is personally known to me, or ☐ who has produced _____ as identification.

Robin F Hampl
Notary Signature

NOTARY SEAL/STAMP

ROBIN F. HAMPL
Notary Public - State of Florida
My Comm. Expires Jul 10, 2015
Commission # EE 110846

Robin F. Hampl
Print Name of Notary

GRANTEE:

FLORIDA POWER AND LIGHT COMPANY, a Florida corporation

Dean J. Girard, Director, Corporate Real Estate

Signed, sealed and delivered in the presence of:

Witness
Print Name: Michelle M. Kahmann

Witness
Print Name: Amy Wilkos

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11th day of June, 2015, by Dean J. Girard, as Director of Corporate Real Estate for Florida Power & Light Company, a Florida corporation, who X is personally known to me, or ☐ who has produced _____ as identification.

Notary Signature

Michelle M. Kahmann
Print Name of Notary

NOTARY SEAL/STAMP

Notary Public State of Florida
Michelle M Kahmann
My Commission EE105168
Expires 09/18/2015

Exhibit "A"

The Property

A Portion of Parcel ID: 3420-585-0013-000-1:

A tract or parcel of land lying in Sections 5 and 8 Township 37 South, Range 40 East, more particularly described as follows: -

The Northerly 500 feet of the Easterly 325 feet of Tract "O" as shown on Plat of PORT ST. LUCIE SECTION EIGHTEEN recorded in Plat Book 13, Page 17 of the Public Records of St. Lucie County, Florida.

All lying and being in the City of Port St. Lucie, St. Lucie County, Florida. Containing 3.73 Acres, more or less.

LEGAL DESCRIPTION

EXHIBIT B

ACCESS EASEMENT 1

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East; St. Lucie County, Florida, being a portion of Tract "O" of PORT ST. LUCIE SECTION 18, as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows;

Commence at the Northeast corner of said Tract "O", proceed South 63°05'48" West, along the Southerly right-of-way line of Thornhill Drive, (a 80.00 foot wide right-of-way), a distance of 47.94 feet to the POINT OF BEGINNING;

Thence departing from said Southerly right-of-way line, South 26°54'12" East, a distance of 375.26 feet; thence South 57°14'21" East, a distance of 79.94 feet; thence South 24°42'41" East, a distance of 254.43 feet; thence South 63°05'48" West, a distance of 40.00 feet; thence North 26°54'12" West, a distance of 20.00 feet; thence North 63°05'48" East, a distance of 20.75 feet; thence North 24°42'41" West, a distance of 229.35 feet; thence North 57°14'21" West, a distance of 79.52 feet; thence North 26°54'12" West, a distance of 380.68 feet to a point on the Southerly right-of-way line of Thornhill Drive; thence North 63°05'48" East, a distance of 20.00 feet to the POINT OF BEGINNING

Containing 14,500.3 square feet, more or less.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

5/29/15
DATE

Sheet 1 of 2

DESCRIPTION
OF
ACCESS EASEMENT 1

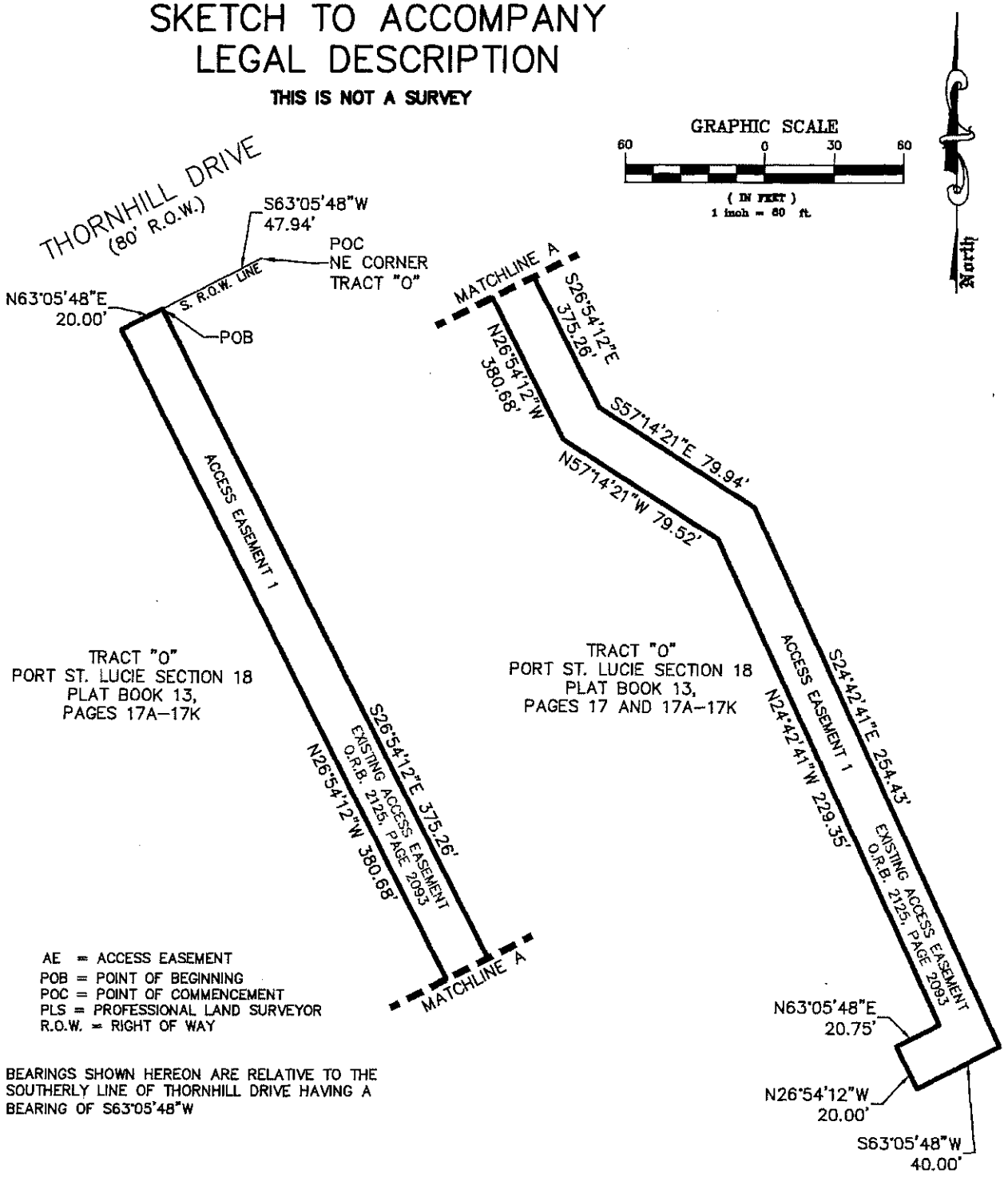
File: 12-299 s&d ae1.dwg
Date: 4-02-2015
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3576 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2012\12-299.004 folleasements\12-299 s&d ae1.dwg, 5/29/2015 9:29:31 AM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



AE = ACCESS EASEMENT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
R.O.W. = RIGHT OF WAY

BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTHERLY LINE OF THORNHILL DRIVE HAVING A BEARING OF S63°05'48"W

Sheet 2 of 2

SKETCH OF DESCRIPTION

OF

ACCESS EASEMENT 1

File: 12–299 s&d ae1.dwg
Date: 4–02–2015
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
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STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2012\12-299.004 fpl\easements\12-299 s&d ae1.dwg, 5/29/2015 9:29:11 AM

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4080756 OR BOOK 3756 PAGE 2343, Recorded 06/12/2015 at 04:27 PM
Doc Tax: $936.60

Prepared by and Return to:

Florida Power & Light Company
Samantha J. Saucier CRE/JB
700 Universe Blvd.
Juno Beach, FL 33408

Parcel ID# 3420-585-0013-000-1

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that THE CITY OF PORT ST. LUCIE, a municipality of the State of Florida ("Grantor"), whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, in consideration of the sum of One Dollar and No Cents ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420, and to its successors and assigns (collectively, "Grantee")(the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under this agreement or a portion of such rights with Grantee or its other assigns retaining and exercising the other rights), an easement forever for a right-of-way to be used for the construction, operation and maintenance of one or more underground electric transmission and distribution lines, including but not limited to, wires, cables, conduits, roads, trails and equipment associated therewith, attachments, appurtenant equipment, and appurtenant above-ground equipment, and for communication purposes (all of the foregoing hereinafter referred to as "facilities"), over, under, in, on, upon and across the lands of Grantor situated in the County of St. Lucie and the State of Florida and being more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof;

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over or under the above-described right-of-way with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way and on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

Grantor, however, reserves the right and privilege to use the above-described right-of-way for agricultural and such other purposes except as herein granted or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition; provided, however, and by the execution and delivery hereof Grantor so expressly agrees that no portion of the right-of-way shall be excavated, altered, obstructed, improved, surfaced or paved (except for existing asphalt pavement) without the prior written permission of Grantee, or its successors or assigns, and no building, well, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across said right-of-way by Grantor, or the heirs, personal representatives, successors or assigns of Grantor.

Grantee, at its sole cost and expense, shall be responsible for the maintenance, repair, construction, operation and replacement of any and all improvements installed, erected, constructed or in anywise made over, under, across, through or upon the above-described right-of-way by Grantee, its agents, contractors, subcontractors, invitees and assigns. If any of the real estate, vegetation, landscaping, sod, or any other improvement located on said right-of-way is disturbed or damaged by Grantee while performing any of its activities under this easement, then Grantee shall restore such damaged portion of the right-of-way to a condition, substantially similar to the condition, existing prior to the disturbance or damage; provided that such damage is not caused by the negligence or misconduct of Grantor.

Grantee shall indemnify and hold harmless Grantor, its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's fees and cost of defense, which Grantor or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the actions, negligence or the failure to exercise care by Grantee, its officers, employees, agents, servants, contractors, or consultants in the construction, operation, maintenance, reconstruction or use of Grantee's facilities and systems of communications located upon, over, under and around the easement area, unless such liability, loss, or damage is caused by Grantor's negligence or failure to exercise care. In no event shall Grantee be liable for any indirect, special, incidental, punitive or consequential damages.

By the execution hereof, Grantor covenants that it has the right to convey this easement and that Grantee and its successors and assigns shall have quiet and peaceful possession, use and enjoyment of this easement and the rights granted hereby.

NOTE: Grantor has agreed to grant Grantee a perpetual non-exclusive access easement over the above-described right-of-way via that certain Non-Exclusive Access Easement dated of even date herewith, and to be recorded immediately after this easement in the Official Records of St. Lucie County, Florida, in order to grant Grantee access to the right-of-way granted to Grantee hereunder. Prior to accessing the above-described right-of-way, Grantee shall provide reasonable notice to Grantor.

[Signature and acknowledgment appear on following page.]

IN WITNESS WHEREOF, the Grantor has executed this easement this 8th day of June, 2015.

Witnesses:

GRANTOR:

THE CITY OF PORT ST. LUCIE,
a municipality of the State of Florida

By: Natalie Tennesan
Print Name: Natalie Tennesan

By: Robin Hampl
Print Name: Robin Hampl

Gregory J. Oravec, Mayor

APPROVED as to Form and Correctness:

Pam E. Booker, City Attorney

Acknowledgment

STATE OF FLORIDA)
) SS:
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Gregory J. Oravec, as Mayor of THE CITY OF PORT ST. LUCIE, a municipality of the State of Florida, freely and voluntarily under authority duly vested in him on behalf of the City and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of June, 2015.

Notary Public
Printed, typed or stamped name of Notary Public

My Commission Expires: 7/10/15

ROBIN F. HAMPL
Notary Public - State of Florida
My Comm. Expires Jul 10, 2015
Commission # EE 110846

LEGAL DESCRIPTION

UE–2

Being an easement lying in a portion of Tract "O", as shown on the plat of PORT ST. LUCIE SECTION EIGHTEEN, Plat Book 13, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Commence at the Southeast corner of Tract "O" of said plat of PORT ST. LUCIE SECTION EIGHTEEN; thence North 26°52'44" West, along the Easterly line of said Tract "O", a distance of 1447.77 feet to the POINT OF BEGINNING of the following described easement;

Thence continue North 26°52'44" West, a distance of 44.63 feet to a point of curve to the left having a radius of 90.00 feet, a central angle of 37°34'02"; thence northwesterly along the arc a distance of 59.01 feet; thence North 64°26'46" West, a distance of 19.50 feet to a point of curve to the left having a radius of 40.00 feet, a central angle of 52°27'12"; thence westerly along the arc a distance of 36.62 feet; thence South 63°06'01" West, a distance of 55.73 feet to a point of curve to the right having a radius of 212.01 feet, a central angle of 35°11'27"; thence westerly along the arc a distance of 130.22 feet; thence North 81°42'31" West, a distance of 231.29 feet; thence North 37°58'10" West, a distance of 484.57 feet to the Southerly right–of–way of Thornhill Drive (a variable width right–of–way); thence North 63°07'16" East, along said Southerly right–of–way, a distance of 20.38 feet; thence South 37°58'10" East, a distance of 436.50 feet to a point of curve to the left having a radius of 90.00 feet, a central angle of 43°44'21"; thence southeasterly along the arc a distance of 68.71 feet; thence South 81°42'31" East, a distance of 187.14 feet to a point of curve to the left having a radius of 192.01 feet, a central angle of 35°11'27"; thence easterly along the arc a distance of 117.93 feet; thence North 63°06'01" East, a distance of 55.73 feet to a point of curve to the right having a radius of 60.00 feet, a central angle of 52°27'12"; thence easterly along the arc a distance of 54.93 feet; thence South 64°26'46" East, a distance of 19.50 feet to a point of curve to the right having a radius of 110.00 feet, a central angle of 02°28'13"; thence southeasterly along the arc a distance of 4.74 feet; thence North 26°52'44" West, a distance of 16.57 feet; thence North 63°07'16" East, a distance of 50.00 feet; thence South 26°52'44" East, a distance of 124.45 feet; thence South 63°07'16" West, a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 0.593 acres, more or less.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK,VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT–OF–WAY AND/OR EASEMENTS OF RECORD.

5/29/15

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

DATE

REVISION: REVISED LABEL GLM 10–30–2014
REVISION: REVISED LABEL AND LEGAL DESCRIPTION GLM 10–10–2014
REVISION: ADDED AREA TO EASEMENT, REVISED LEGAL DESCRIPTION GLM 10–9–2014 Sheet 1 of 3

DESCRIPTION
OF
UTILITY EASEMENT–2

File: 12–299 s&d ue2.dwg
Date: 9–19–2014
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-cng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-cng.com
STATE OF FLORIDA CERTIFICATION No. LB 4284

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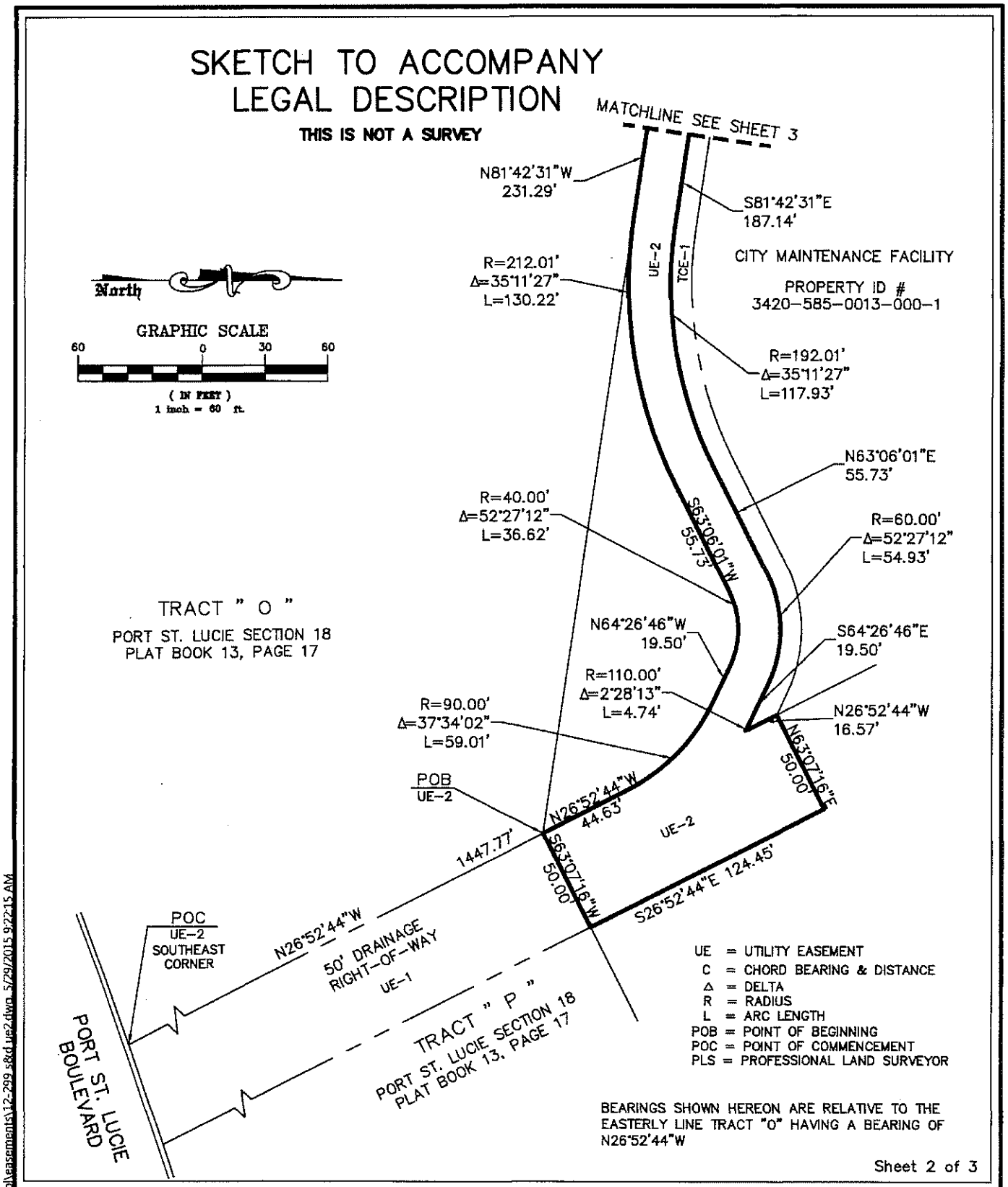
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



UE = UTILITY EASEMENT
C = CHORD BEARING & DISTANCE
Δ = DELTA
R = RADIUS
L = ARC LENGTH
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EASTERLY LINE TRACT "O" HAVING A BEARING OF N26°52'44"W

Sheet 2 of 3

SKETCH OF DESCRIPTION

OF

UTILITY EASEMENT-2

File: 12-299 s&d ue2.dwg
Date: 9-19-2014

Tech: GLM

CULPEPPER & TERPENING, INC
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STATE OF FLORIDA CERTIFICATION No. LB 4286

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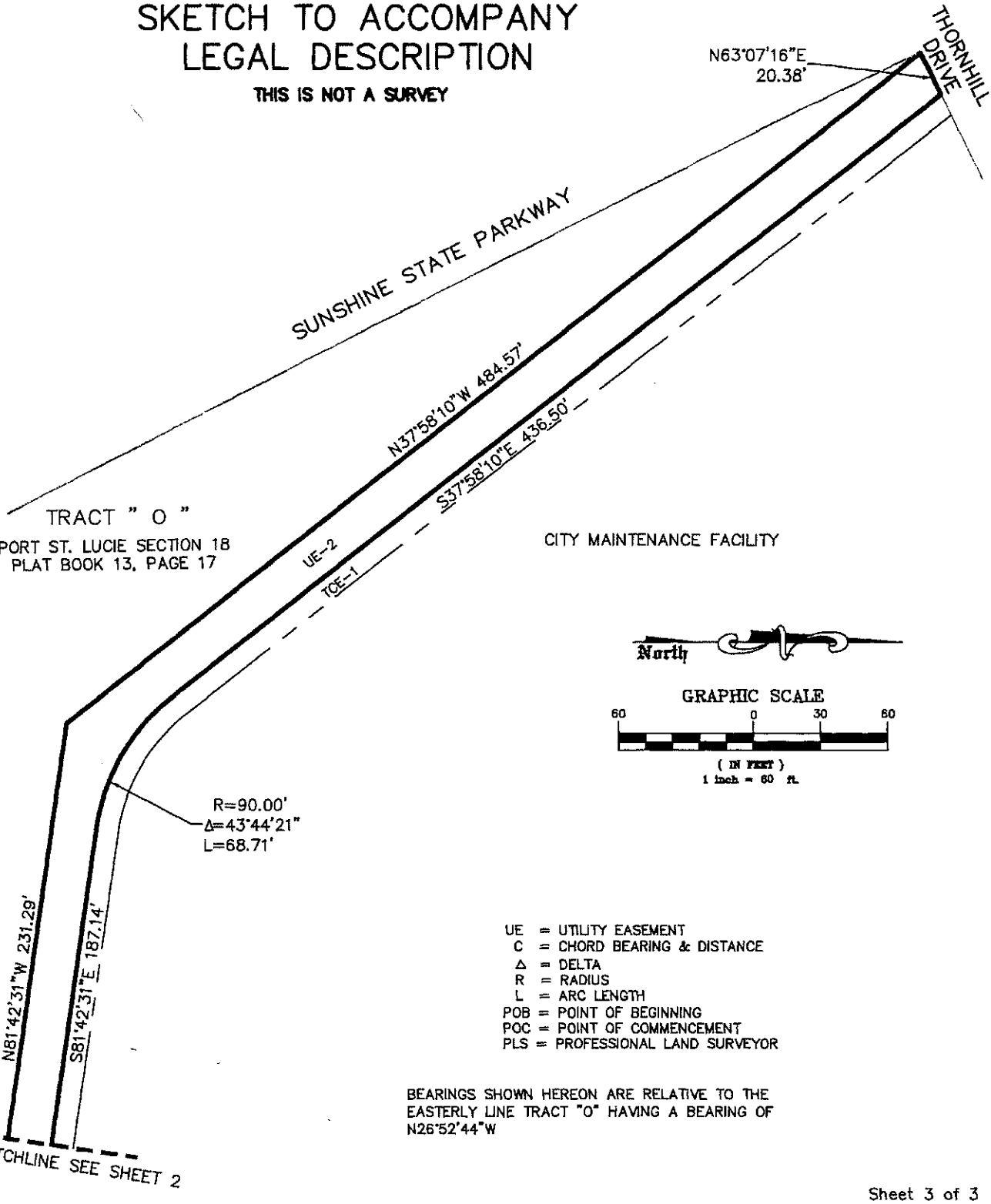
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



UE = UTILITY EASEMENT
C = CHORD BEARING & DISTANCE
Δ = DELTA
R = RADIUS
L = ARC LENGTH
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EASTERLY LINE TRACT "O" HAVING A BEARING OF N26°52'44"W

Sheet 3 of 3

SKETCH OF DESCRIPTION

OF

UTILITY EASEMENT–2

File: 12–299 s&d ue2.dwg
Date: 9–19–2014
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2580 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.cv-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3576 • FAX 772-464-9497 • www.cv-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2012\12-299.004 fpl\easements\12-299 s&d ue2.dwg, 5/29/2015 9:22:28 AM

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4775395 OR BOOK 4501 PAGE 2763, Recorded 11/03/2020 09:12:11 AM

615610 - Tmo Anchor

NOTICE OF COMMENCEMENT

Permit No. 20-42805 **Property Tax ID No.** 3420-585-0013-000-1

State of Florida, County of St. Lucie

The Undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

Legal Description of property and address if available 480-TW SW Thornhill Dr / LEGAL - PORT ST LUCIE-SECTION 18- THAT PART OF TRACT O MPDAF: BEG AT NE COR OF TRACT OF RUN S 26 DEG 54 MIN 1

General description of improvements Upgrade equipment at existing cell site

Owner/lessee TMobile/ Crown Castle

Address 2056 VISTA PARKWAY , SUITE 420, WEST PALM BEACH, FL 33411

Interest in property: LESSE

Fee Simple Title holder (if other than owner) CITY OF PORT ST. LUCIE

Address 121 SW PORT ST LUCIE BLVD., PORT ST. LUCIE, FL 34984-5099

Contractor Olin Wayn Companies, Inc./ Dan Ault **Phone #** 239-776-5884

Address 3060 Orange Grove Trail, Naples, FL 34120 **Fax #**

Surety **Phone #**

Address **Fax #**

Amount of Bond

Lender **Phone #**

Address **Fax #**

Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (a) 7., Florida Statues:

Name **Phone #**

Address **Fax #**

In addition to himself, owner designates **of**

Phone # **Fax #**

to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes. Expiration date of notice of commencement is one year from the date of recording unless a different date is specified. WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CH.713.13, F.S., AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF **COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION.** IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCMENT.

Shelia Turnipseed
Owner/Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager/ Signature

Real Estate Manager
Signatory's Title/Office

State of Florida, County of Hillsborough
Acknowledged before me this 2nd **, day of** November **20** 20 **, by** Shelia Turnipseed **,**
who is personally known to me or who has produced **as identification.**

Michelle Rodriguez
Signature of Notary **Type or Print Name of Notary** **(Seal)**

Title: Notary Public **Commission Number** GG047578

MICHELLE M. RODRIGUEZ DIAZ
MY COMMISSION # GG047578
EXPIRES November 15, 2020

City of Port St. Lucie Public Works Facility
Landscape Modification
Project: P22-345

Planning and Zoning Board Meeting

January 3, 2023, Meeting

CityofPSL.com

PROJECT SUMMARY

- The site is approximately 8.37 acres in size, the related major site plan for this project is under review for the construction of a public works facility.
- The proposed development abuts residential property along the east sides, along Bayshore Boulevard.
- A wall is required in a landscape buffer strip where residential uses abut the property to the side or rear per Section 154.03(C)5 of the Landscape and Land Clearing Code.

CityofPSL.com

APPLICANT AND OWNER

Octavio Reis of Bowman Consulting is acting as agent for the property owner, the City of Port St. Lucie.

CityofPSL.com

MODIFICATION REQUEST

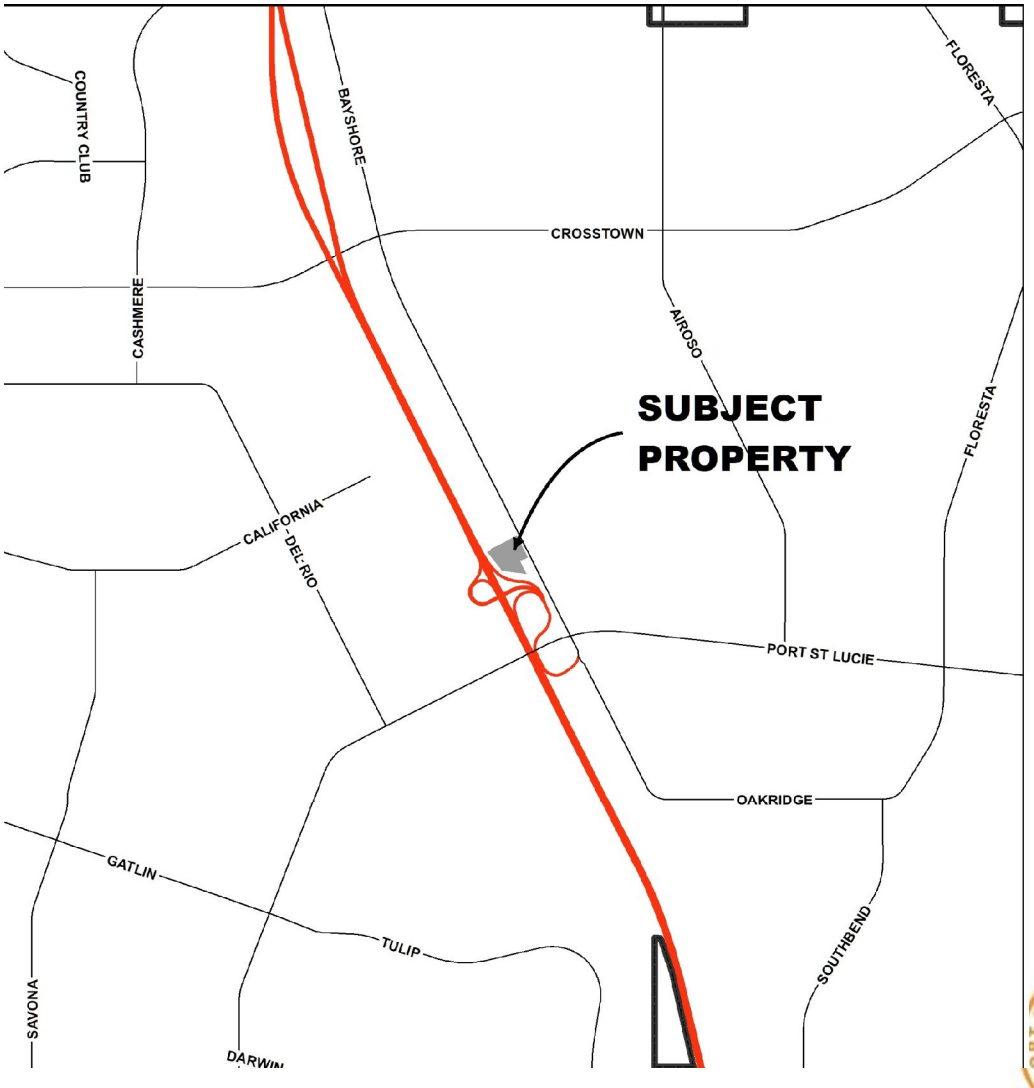
- A waiver to the architectural buffer wall requirement.

- The applicant is proposing a landscape modification to forego a 6-foot-high masonry wall within the landscape buffer required along the east sides of the site. The applicant proposes the use of enhanced landscaping in lieu of the wall requirement.

CityofPSL.com

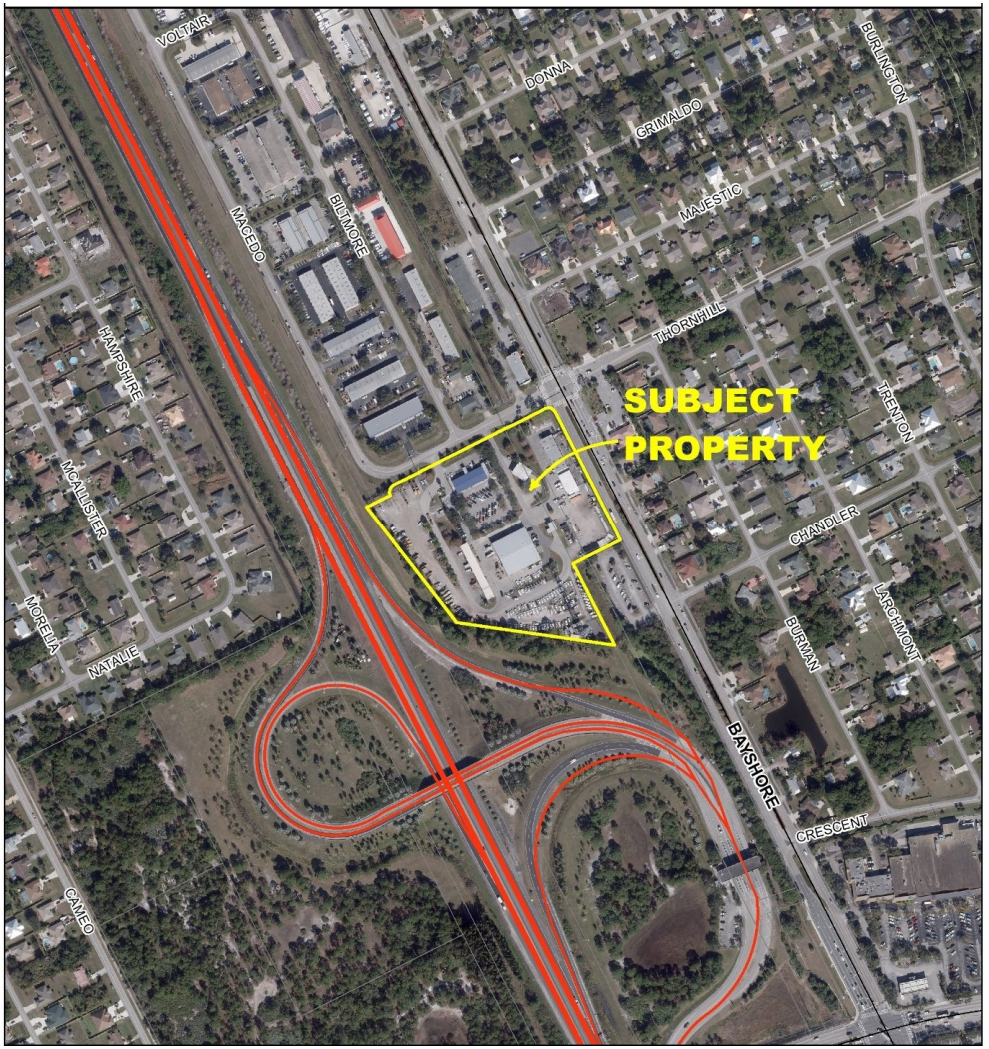
LOCATION

- The property is located southwest corner of Thornhill Avenue and Bayshore Boulevard.

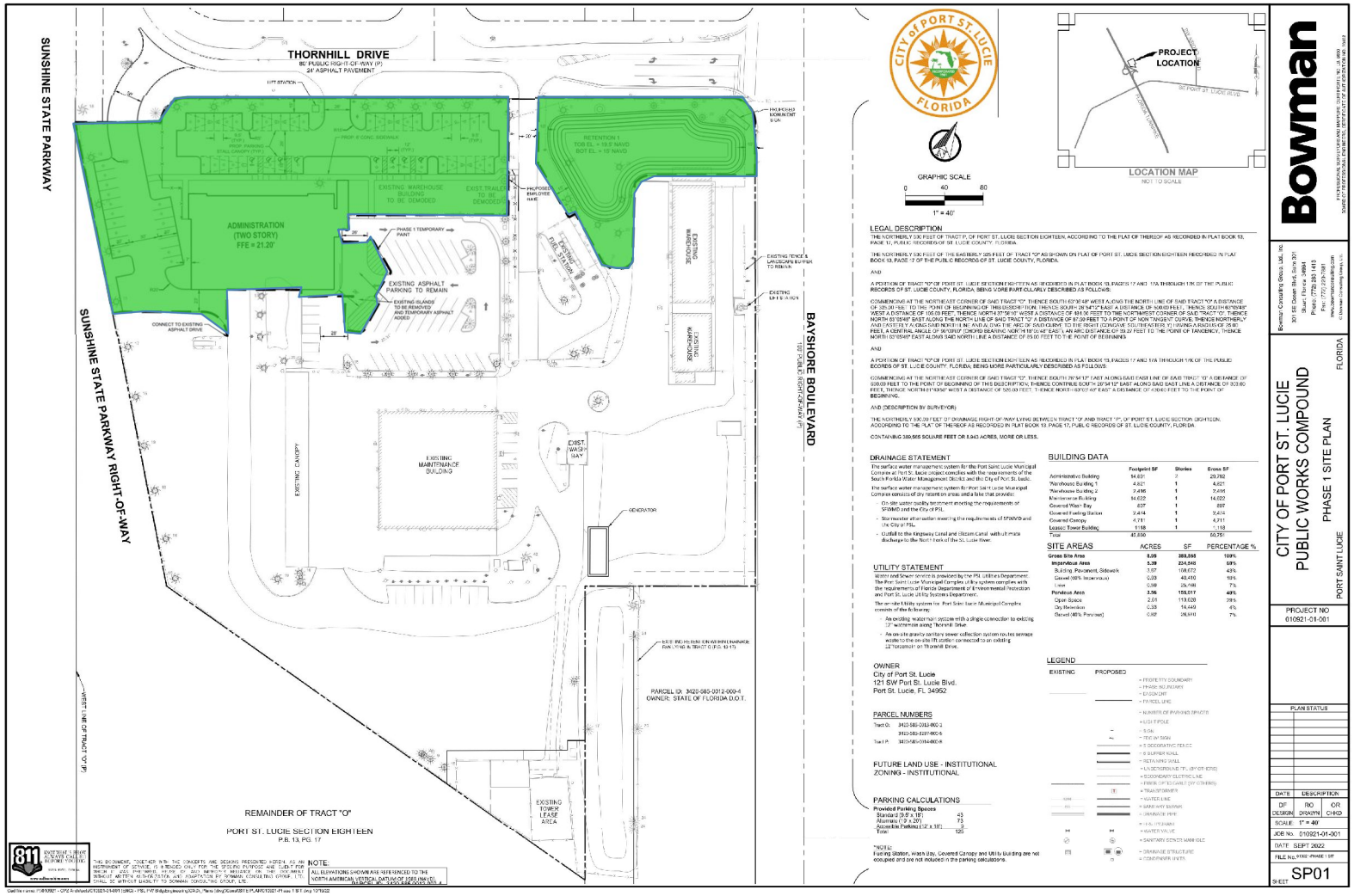


CityofPSL.com

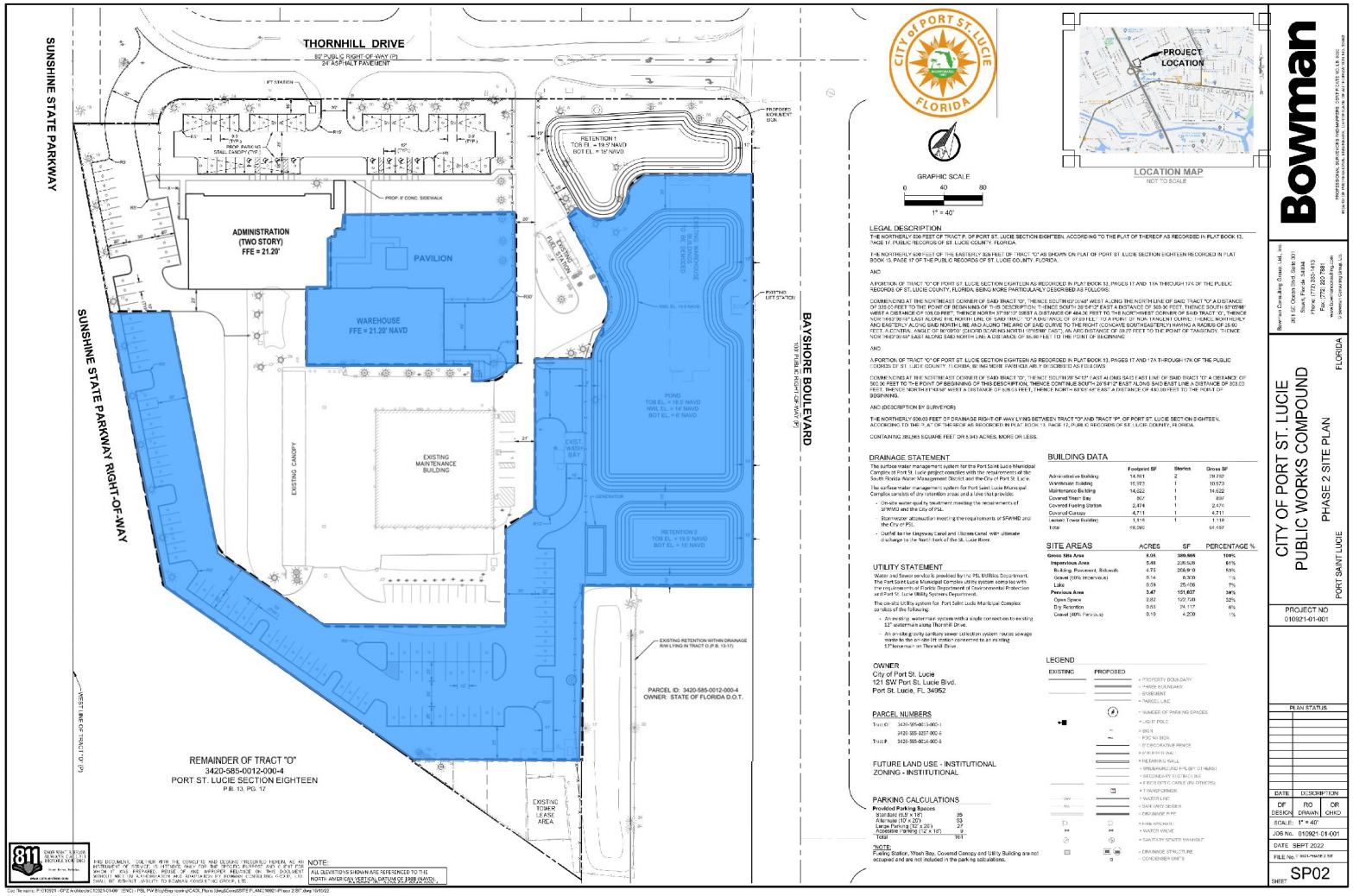
AERIAL MAP



CityofPSL.com



Proposed Site Plan Phase 1



Proposed Site Plan Phase 2

Existing Buffer Landscaping Condition

CityofPSL.com

Landscape Plan

PORT ST. LUCIE PUBLIC WORKS

WEST BUFFER VIEW FROM BAYSHORE BLVD

WGI

CityofPSL.com

NORTH -EAST VIEW

SOUTH -EAST VIEW

SOUTH -WEST VIEW

NORTH -WEST VIEW

CONSULTANT:

PSL PUBLIC WORKS

CPZ ARCHITECTS,INC.

DRAWING TITLE:

Renderings

DRAWN: TJ
CHECKED: CPZ
DATE: 10/19/22
SCALE:
PROJECT NO: 3154
SHEET:

A-4.0.1

STATE OF FLORIDA
JOSEPH J BARRY
REGISTERED ARCHITECT
AR96502

Joseph J Barry

DATE:

CityofPSL.com

CITY OF PORT ST. LUCIE FLORIDA

QUESTIONS OR COMMENTS?

PLANNING AND ZONING BOARD ACTION OPTIONS:

- Make a motion to approve
- Make a motion to approve with conditions
- Make a motion to deny
- Make a motion to table

CityofPSL.com

Agenda Summary

2023-007

Agenda Date: 1/3/2023 **Agenda Item No.:** 8.h

Placement: Public Hearing - Quasi Judicial

Action Requested: Motion / Vote

P22-346 City of Port St. Lucie - Public Works Facility - Rezoning

Location: The property is located at 430 and 450 SW Thornhill Avenue, on the southwest corner of Bayshore Boulevard and Thornhill Avenue.

Legal Description: A portion of Tract "O", Tract "P" and a portion of a drainage R-O-W of Port St. Lucie Section 18.

This request is to change the zoning classification of 8.37 acres from Commercial General (CG) to Utility (U).

Submitted By: Stephen Mayer, Planner III

Executive Summary: Rezoning of 8.37-acres from General Commercial (CG) to Utility (U) for a property located at 430 and 450 SW Thornhill Avenue. This rezoning application runs concurrent with a future land use classification change from General Commercial/Commercial Highway (CG/CH) to Utility (U).

Presentation Information: Staff will make a presentation.

Staff Recommendation: Move that the Board recommend approval of the rezoning request.

Alternate Recommendations:

1. Move that the Board recommend denial of the rezoning request.

Background: See attached staff report.

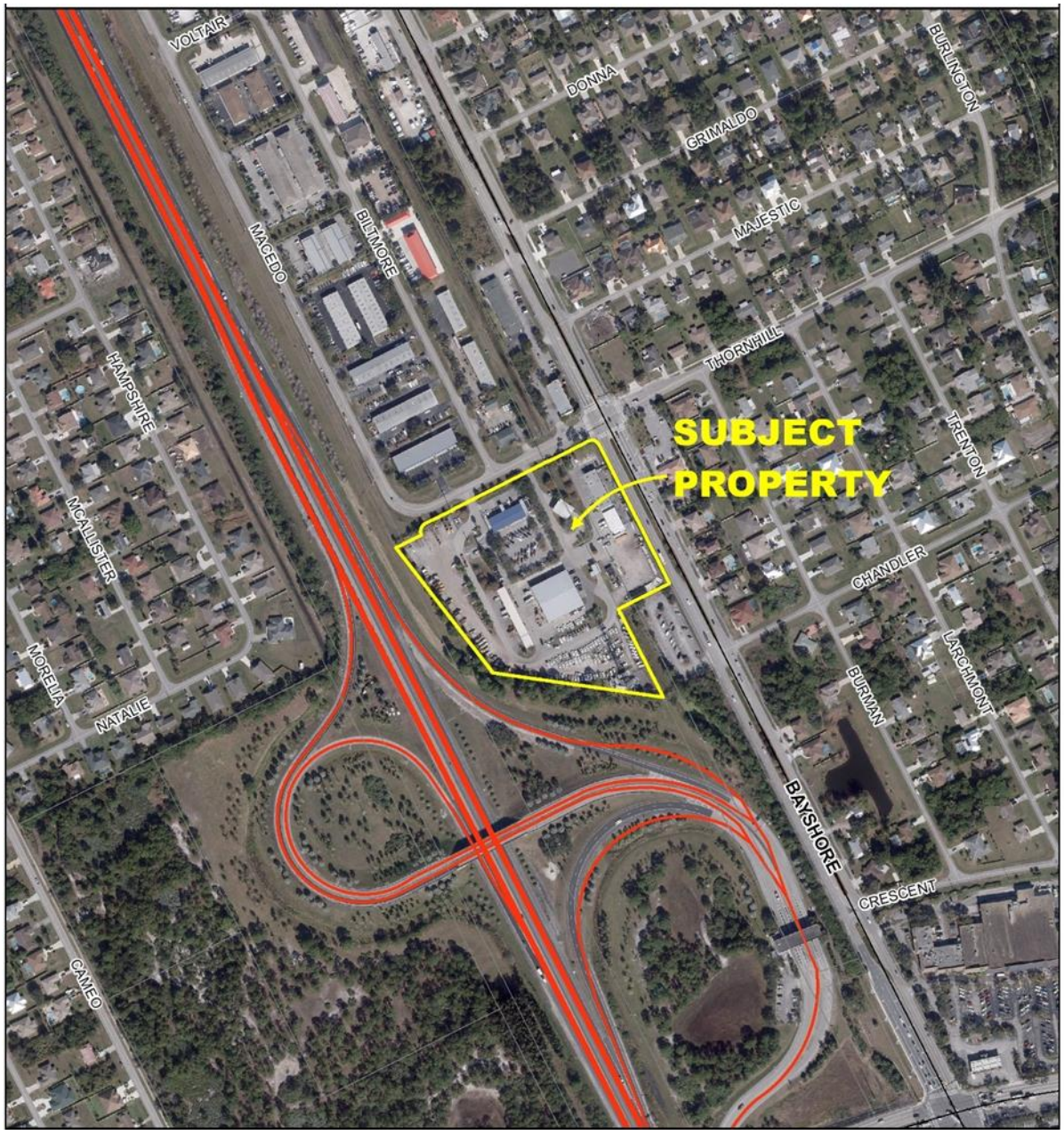
Issues/Analysis: See attached staff report.

Special Consideration: N/A

Location of Project: The property is located at 430 and 450 SW Thornhill Avenue, on the southwest corner of Bayshore Boulevard and Thornhill Avenue.

Attachments: 1. Staff Report, 2. Application, 3. Deed - 430 SW Thornhill, 4. 450 SW Thornhill, 4. Staff Presentation

City of Port St. Lucie Public Works Facility
REZONING
P22-346



Project Location Map

SUMMARY

Applicant's Request:	Rezoning from Commercial General (CG) to Utility (U)
Applicant:	Octavio Reis of Bowman Consulting
Property Owner:	City of Port St. Lucie
Location:	430 and 450 SW Thornhill Avenue
Project Planner:	Stephen Mayer, Planner III

Project Description

The Applicant is requesting approval of the rezoning of 8.37-acres from Commercial General (CG) to Utility (U). The property is located at 430 and 450 SW Thornhill Avenue. The applicant is requesting this change primarily to allow the redevelopment/expansion of an existing Public Works facility on this property.

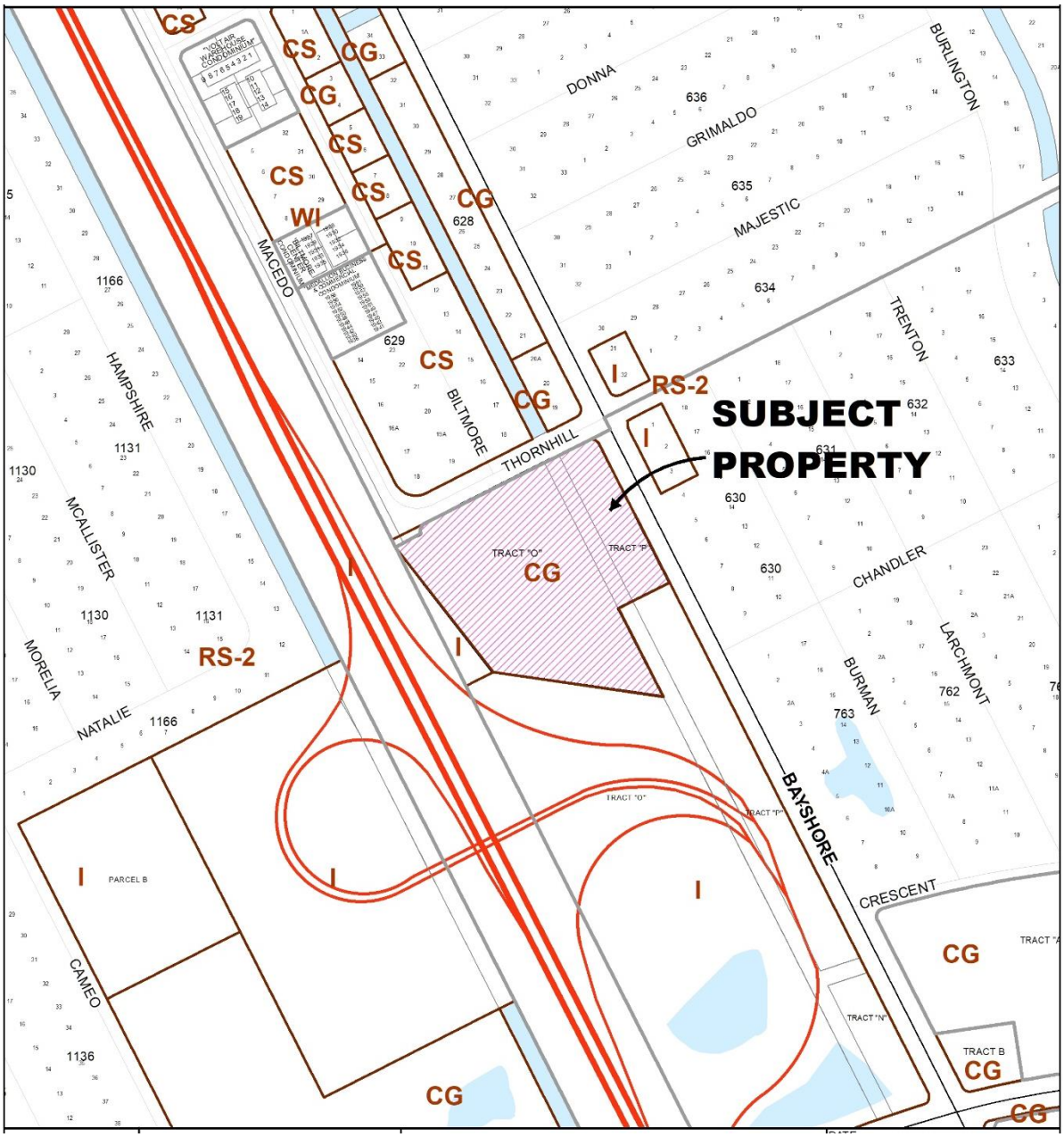
There is a concurrent future land use map amendment application for the property to change the classification from General Commercial/Commercial Highway (CG/CH) to Utility (U). The rezoning of the property will be necessary, so that the zoning designation is compatible with the proposed future land use classification. The proposed future land use classification and zoning designation will accommodate the existing and proposed use of the site.

Location and Site Information

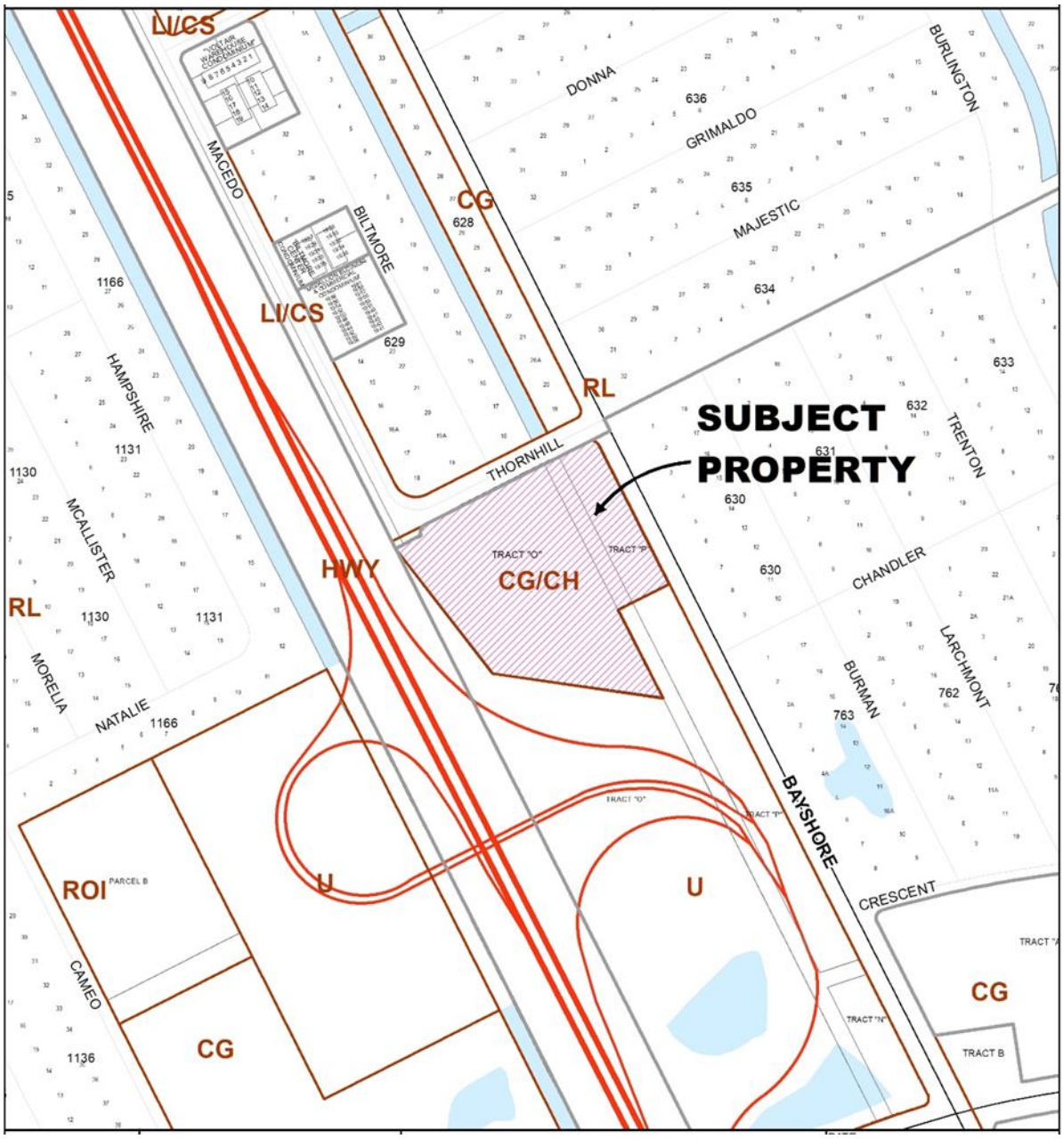
Parcel Number:	3420-585-0013-000-1; 3420-585-0014-000-8; and 3420-585-3297-000-6
Property Size:	8.37 acres
Legal Description:	A portion of Tract "O", Tract "P" and a drainage R-O-W tract of Port St. Lucie Section 18
Future Land Use:	CG/CH
Existing Zoning:	CG
Existing Use:	Public Use Facility
Requested Zoning:	Utility (U)
Proposed Use:	Public Use Facility

Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	LI/CS and CG	CS/CG	Industrial
South	I	I	Florida's Turnpike
East	RL	RS-2 and I	Industrial and Single Family Residential
West	I	I	Florida's Turnpike



Existing Zoning Map



Future Land Use Map

IMPACTS AND FINDINGS

COMPREHENSIVE PLAN REVIEW

Land Use Consistency: The proposed rezoning is consistent with Policy 1.1.4.13 of the Future Land Use Element which establishes the compatible future land use and zoning categories. The Service Utility (U) zoning district is listed as a compatible zoning district under the proposed Utility (U) future land use classification.

FUTURE LAND USE CLASSIFICATION	COMPATIBLE ZONING DISTRICT(S)
U (Utility)	U

ZONING REVIEW

Applicant's Justification Statement: Requesting the site be rezoned to make the site compatible with the proposed future land use of U (Utility) in order to expand the existing public works facility.

Staff Analysis: The applicant's proposal to rezone the subject property complies with the direction and intent of the City of Port St. Lucie Comprehensive Plan. Please note that the applicant will be required to provide a tree survey prior to site plan approval.

RELATED PROJECTS

P22-345 – Landscape Modification Request
P22-347 – Comprehensive Plan Amendment/ Small Scale

STAFF RECOMMENDATION

The Planning and Zoning Department finds the request to be consistent with the direction and intent of the City's Comprehensive Plan and zoning regulations and thereby recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend denial to the City Council

Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

St. Lucie Title Services, Inc.

800 Virginia Avenue
Suite 47
Ft. Pierce, FL 34982

Invoice

Date	Invoice #
9/13/2021	50389

Bill To
City of Port St. Lucie

Description	Amount
Property Report/430 SW Thornhill	150.00

Total $150.00

Phone #	Fax #
772-466-5238	772-466-5294

ST. LUCIE TITLE SERVICES, INC.
800 Virginia Ave., Ste 47
Ft. Pierce, FL 34982
(772) 466-5238

PROPERTY INFORMATION REPORT

File Number 50389

Effective date of this search is September 2, 2021 at 8:00 a.m.

At the request of City of Port St. Lucie a search has been made of the Public Records of St. Lucie County, Florida, of that property described as follows:

The Northerly 500 feet of Tract P, of Port St. Lucie Section Eighteen, according to the plat of thereof as recorded in Plat Book 13, page 17, Public Records of St. Lucie County, Florida

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

The City of Port St. Lucie

by virtue of Special Warranty Deed recorded in Official Records Book 754 page 791

The following liens against the said real property recorded in the aforesaid Public Records have been found:

None

Additional Information

A. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Port St. Lucie Section Eighteen, recorded in Plat Book 13, Page 17, 17A - 17K, inclusive, of the Public Records of St. Lucie County, Florida.

B. Easement by and between General Development Corporation, Grantor, and Florida Power and Light Company, Grantee, recorded July 23, 1985, in Official Records Book 471, Page 617.

NOTE: 2020 Real Property Taxes in the gross amount of $0.00 are paid, under Tax I.D. No. 3420-585-0014-000/8.

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

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

St. Lucie Title Services, Inc.

Date: September 13, 2021

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

Search all services we offer...

Vehicle Registration | Property Tax | Business Tax | Tourist Tax

Search > Account Summary > Bill Details

Print this page

Real Estate Account #3420-585-0014-000/8

Owner: Port St Lucie City of

Situs: 430 SW THORNHILL DR Port Saint Lucie

Parcel details
Property Appraiser
Government

Get bills by email

2020 Annual Bill

ST. LUCIE COUNTY TAX COLLECTOR — Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2020 Annual Bill	65619	—	0011	$0.00	PAID Print (PDF)

If paid by: Sep 30, 2021
Please pay: $0.00

Combined taxes and assessments: $0.00

PAYMENTS MUST BE MADE IN US FUNDS.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
County Parks MSTU	0.2313	455,400	455,400	0	$0.00
Co Public Transit MSTU	0.1269	455,400	455,400	0	$0.00
Erosion District E	0.1763	455,400	455,400	0	$0.00
Law Enf,Jail,Judicial Sys	3.2324	455,400	455,400	0	$0.00
Co General Revenue Fund	4.2077	455,400	455,400	0	$0.00
Childrens Service Council	0.4765	455,400	455,400	0	$0.00
St Lucie Co Fire District	3.0000	455,400	455,400	0	$0.00
FL Inland Navigation Dist	0.0320	455,400	455,400	0	$0.00
City Of Port St Lucie	4.9807	455,400	455,400	0	$0.00
City Of PSL Voted Debt	0.9193	455,400	455,400	0	$0.00
School Discretionary	0.7480	455,400	455,400	0	$0.00
School Capital Improvemnt	1.5000	455,400	455,400	0	$0.00
School Req Local Effort	3.7010	455,400	455,400	0	$0.00

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
School Voter Referendum	1.0000	455,400	455,400	0	$0.00
Mosquito Control	0.1352	455,400	455,400	0	$0.00
S FL Wtr Mgmt District	0.2675	455,400	455,400	0	$0.00
Total Ad Valorem Taxes	**24.7348**				**$0.00**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
No Non-Ad Valorem Assessments.		

Parcel Details

Owner:	Port St Lucie City of	**Account**	3420-585-0014-000/8	**Assessed value:**	$455,400
Situs:	430 SW THORNHILL DR Port Saint Lucie	**Alternate Key**	65619	**School assessed value:**	$455,400
		Millage code	0011 -		
		Millage rate	24.7348		

2020 ANNUAL BILL		LEGAL DESCRIPTION	LOCATION	
Ad valorem:	$0.00	PORT ST LUCIE-SECTION 18- NLY 500 FT OF TRACT P (1.43 AC) (MAP44/05S) (OR 754-791)	**Book, page, item:**	0754-0791-
Non-ad valorem:	$0.00		**Property class:**	
Total Discountable:	$0.00		**Range:**	40E
No discount NAVA:	$0.00		**Township:**	37S
Total tax:	$0.00		**Section:**	05
			Neighborhood:	IR06
			Value code:	00
			Use code:	8900
			Total acres:	1.43

EXEMPTIONS	
City of Port St LUcie	$455,400

St. Lucie County Tax Collector
P.O. Box 308, Ft. Pierce, Fl 34954-0308

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Property Appraiser's Parcel I.D. # _____

1132785

Rec Fee $ 7.50 INCLUDING DOCUMENTARY
Doc Stamps $ _____ SURTAX
Doc Tax $ .60 CLERK'S COST
Int Tax $ _____ By _____ Deputy Clerk
Total $ 24.10

SPECIAL WARRANTY DEED

THIS DEED is made as of the 5th day of September, 1991, between GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, as debtor-in-possession under U.S. Bankruptcy Court Case No. 90-12231-BKC-AJC (the "Grantor"), whose address is 2601 South Bayshore Drive, Miami, Florida 33133, and THE CITY OF PORT ST. LUCIE, a Florida municipal corporation (the "Grantee"), whose taxpayer identification number is 59 614 1602 and whose address is 121 Southwest Port St. Lucie Boulevard, Port St. Lucie, Florida 43984-5099.

W I T N E S S E T H:

Grantor, in consideration of Ten ($10.00) Dollars and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell, to Grantee, and Grantee's heirs, successors and assigns forever, the following property located in Sarasota County, Florida (the "Property"), to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof

SUBJECT TO:

1. Unpaid taxes and assessments.

2. All laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations.

3. Easements, conditions restrictions, matters, limitations and reservations of record, without hereby reimposing the same.

4. Matters which would be disclosed by an accurate survey of the Property.

TO HAVE AND TO HOLD unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.

Grantor hereby specially warrants the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Name: M. A. Sheehan

Name: Steven Goldman

GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, as debtor-in-possession under Bankruptcy Court Case No. 90-12231-BKC-AJC

By: _____
GORDON J. PFERSICH,
Senior Vice-President

Address: 2601 South Bayshore Drive
Miami, Florida 33133

STATE OF FLORIDA)
)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 5th day of September, 1991, by GORDON J. PFERSICH, as Senior Vice-President of GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, as debtor-in-possession under Bankruptcy Court Case No. 90-12231-BKC-AJC, on behalf of said corporation.

My Commission Expires:
4/4/92

Notary Public, State of Florida
Name: Steven Goldman

This instrument was prepared by Steven B. Goldman, Esq. of Greenberg, Traurig, Hoffman, Lipoff, Rosen & Quentel, P.A. 1221 Brickell Avenue, Miami, Florida 33131

OR BK 0754 PAGE 0791

Return to:
GOLDMAN BRUNING & ANGELOS, P.A.
ATTORNEYS AT LAW
Law and Finance Building
10570 U.S. Highway One
Port St. Lucie, FL 34952
Counter Box 19

EXHIBIT "A-1"

Port St. Lucie Settlement Agreement - EXHIBIT C
(GDC Parcel II) -- Item 24

LEGAL DESCRIPTION:

That portion of Sections 2, 3 and 10, Township 37 South, Range 40 East, St. Lucie County, Florida, being bounded as follows:

On the east by the westerly Right-of-Way line of MIDPORT ROAD as shown on the plat of SOUTH PORT ST. LUCIE UNIT FIFTEEN as recorded in Plat Book 16 at Pages 42 and 42A through 42F of the Public Records of St. Lucie County, Florida, said westerly Right-of-Way line also being the westerly limits of the said plat of SOUTH PORT ST. LUCIE UNIT FIFTEEN; on the south by the north line of a Warranty Deed as recorded in Official Records Book 394 at Page 1864 of the Public Records of St. Lucie County, Florida; on the west by a portion of the easterly limits of a Special Warranty Deed as recorded in Official Records Book 617 at Page 1043 of the Public Records of St. Lucie County, Florida and on the north by the following described line lying between said Official Records Book 617 at Page 1043 and the said plat of SOUTH PORT ST. LUCIE UNIT FIFTEEN:

COMMENCING at the intersection of the west line of said Section 2 with the westerly Right-of-Way of said MIDPORT ROAD; thence N40°44'55"E, along the westerly Right-of-Way line of said MIDPORT ROAD, also being the westerly limit of the said plat of SOUTH PORT ST. LUCIE UNIT FIFTEEN, for 329.32 feet to a Point of Curvature of a circular curve to the right; thence northeasterly along the arc of said curve having a radius of 2075.00 feet and a central angle of 01°32'48" for an arc distance of 83.01 feet to the POINT OF BEGINNING of the following described line; thence N47°42'17"W, radial to the last described curve, for 296.75 feet to the easterly limit of the aforesaid Official Records Book 617 at Page 1043 and the POINT OF TERMINATION of said line.

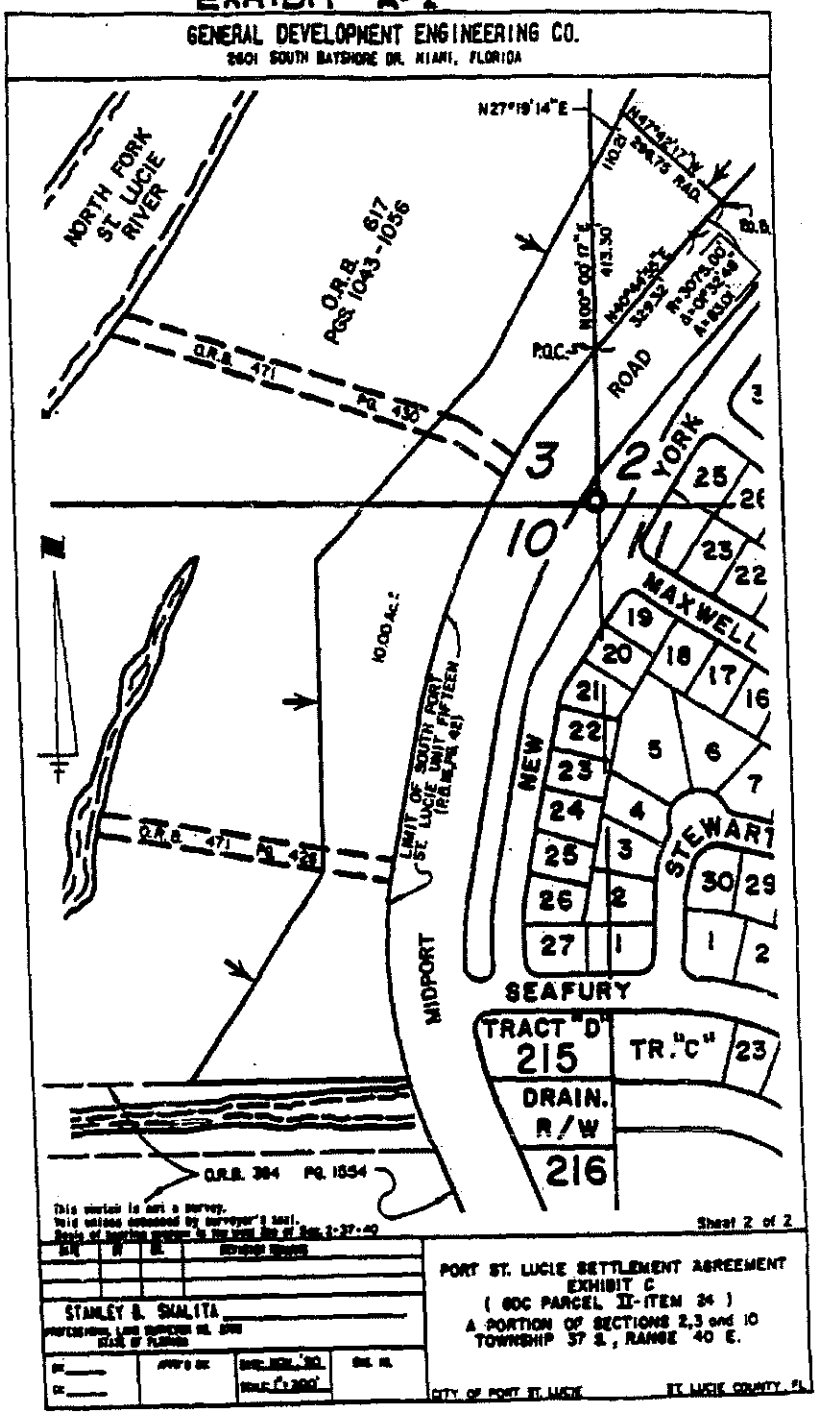
Said lands situate lying and being in the City of Port St. Lucie, St. Lucie County, Florida, containing 10.00 acres, more or less.

The above subject to any Easements and/or Rights-of-Way of record.

Sheet 1 of 2

(Exhibit A consists of Exhibit "A-1" through "A-6"
consisting of 15 pages)

EXHIBIT "A-1"


GENERAL DEVELOPMENT ENGINEERING CO.
2601 SOUTH BAYSHORE DR. MIAMI, FLORIDA
NORTH FORK ST LUCIE RIVER
O.R.B. 617 PGS 1043-1056
N27°19'14"E
413.30
P.O.C.-S
ROAD
YORK
MAXWELL
NEW
STEWART
SEAFURY
MIDPORT
10.00 Ac.±
LIMIT OF SOUTH PORT ST LUCIE UNIT FIFTEEN (A PLAT NO. 42)
O.R.B. 471 PG. 435
O.R.B. 384 PG. 1554
TRACT "D"
215
TR. "C"
DRAIN. R/W
216
Sheet 2 of 2
STANLEY B. SMALITA
PORT ST. LUCIE SETTLEMENT AGREEMENT
EXHIBIT C
(GDC PARCEL II-ITEM 24)
A PORTION OF SECTIONS 2,3 and 10
TOWNSHIP 37 S., RANGE 40 E.
CITY OF PORT ST. LUCIE
ST. LUCIE COUNTY, FL.

Revised

EXHIBIT "A-2"

Port St. Lucie Agreement - EXHIBIT B
(GDC Parcel 1) -- Item 4

LEGAL DESCRIPTION:

A parcel of land lying in Sections 21, 22, 27 and 28, Township 37 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

SECTION 21

A portion of TRACT "QQ" lying in said Section 21 as shown on the plat of PORT ST. LUCIE SECTION THIRTY NINE and recorded in Plat Book 15 at Pages 30 and 30A through 30NN of the Public Records of St. Lucie County, Florida, and the South 1000 feet of the East 1500 feet of the S.E. 1/4 of said Section 21 and also that 80.00 foot wide strip of land as described on Page 2658 of a Warranty Deed as recorded in Official Records Book 456 at Pages 2655 through 2661 of the Public Records of St. Lucie County, Florida,.

LESS AND EXCEPTING THEREFROM any of the above lying within that certain property as described in a Warranty Deed as recorded in Official Records Book 456 at Pages 2655 through 2661 of the Public Records of St. Lucie County, Florida, AND ALSO LESS that portion of land lying South of SNOW ROAD as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE and North of POND A-1 as described in said Official Records Book 456 at Pages 2655 through 2681.

SECTION 22

All of the N.W. 1/4 of said Section 22 lying West of the Westerly Right-of-Way line of the South Florida Water Management District Canal C-23A and lying Northeasterly of the Easterly Right-of-Way line of EAST SNOW ROAD as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE; also all of the S.W. 1/4 of said Section 22 lying Southeasterly of the Southeasterly Right-of-Way line of said EAST SNOW ROAD and also that portion of Government Lot 4 lying South of BLAKESLEE CREEK and north of WINTER'S CREEK.

Subject to a reservation for a drainage Right-of-Way of a 50.00 foot strip of land lying Easterly of said EAST SNOW ROAD and being the Easterly extension of that certain drainage Right-of-Way lying within Block 2688 as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE.

LESS AND EXCEPT the Right-of-Way of KYLE ROAD and PACE DRIVE as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE.

ALSO LESS AND EXCEPT from said Section 22 that Parcel of land recorded in Official Records Book 620 at Pages 1636 and 1637 of the Public Records of St. Lucie County, Florida.

ALSO LESS AND EXCEPT from said Section 22 that Special Warranty Deed (Access Road) dated June 26, 1985 and recorded in Official Records Book 470 at Pages 2396 through 2398 of the Public Records of St. Lucie County, Florida.

ALSO LESS AND EXCEPT from said Section 22 that Corrective Special Warranty Deed, dated November 2, 1989 and recorded in Official Records Book 662 at Pages 1213 through 1215 of the Public Records of St. Lucie County, Florida.

ALSO LESS AND EXCEPTING THEREFROM any of the above lying within that certain property as described in a Warranty Deed as recorded in Official Records Book 456 at Pages 2655 through 2661 of the Public Records of St. Lucie County, Florida, BUT NOT LESS that 80.00 foot wide strip of land as described on Page 2658 of said Warranty Deed, AND ALSO LESS that portion of land lying East of SNOW ROAD as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE and West of POND A-1 as described in said Official Records Book 456 at Pages 2655 through 2661.

EXHIBIT "A-2"

Port St. Lucie Agreement - EXHIBIT B
(GDC Parcel 1) -- Item 4

ALSO LESS AND EXCEPTING THEREFROM any portion of BLAKESLEE CREEK lying within said Section 22.

ALSO LESS AND EXCEPTING THEREFROM that portion of Government Lot 4 of said Section 22 lying southeasterly of WINTER'S CREEK.

ALSO LESS AND EXCEPT from the above described parcel in said Section 22, that certain parcel of land (Conservation Easement) described in Official Records Book 480 at Page 2006 of the Public Records of St. Lucie County, Florida.

SECTION 27

All of that certain TRACT "QQ" (as shown on the LOCATION MAP of the cover sheet but not shown on sheets 22,23 and 25) on the said plat of PORT ST. LUCIE SECTION THIRTY NINE, lying in said Section 27, lying northerly of the northerly Right-of-Way line of that certain 100.00 foot wide DRAINAGE RIGHT-OF-WAY (as shown on said sheet 22) lying northerly of another TRACT "QQ" (said additional TRACT "QQ" lying northerly of REAM CIRCLE) and that portion of said TRACT "QQ" lying northerly of the northerly limits of WINTER'S CREEK (assumed to be the 2.0 foot elevation contour line as shown on the attached sheet 5) continuing eastward from the northerly Right-of-Way line of said certain 100.00 foot wide DRAINAGE RIGHT-OF-WAY (from where it ends as shown on said sheet 22) along said 2.0 foot contour line to the north line of said Section 27 and containing 17 acres, more or less.

LESS AND EXCEPTING THEREFROM any of the above lying within that certain property as described in a Warranty Deed as recorded in Official Records Book 456 at Pages 2655 through 2661 of the Public Records of St. Lucie County, Florida.

SECTION 28

That portion of TRACT "QQ", lying in said Section 28 as shown on the said plat of PORT ST. LUCIE SECTION THIRTY NINE, lying northerly and westerly of that certain DRAINAGE RIGHT-OF-WAY dividing said TRACT "QQ" into several different parcels.

TOGETHER WITH

That portion of said TRACT "QQ" lying westerly of REAM CIRCLE, easterly of a DRAINAGE RIGHT-OF-WAY and southerly of the northwesterly extension of the common lot line of Lots 1 and 22 of Block 2713 of the said plat of PORT ST. LUCIE SECTION THIRTY NINE.

LESS AND EXCEPTING THEREFROM any of the above lying within that certain property as described in a Warranty Deed as recorded in Official Records Book 456 at Pages 2655 through 2661 of the Public Records of St. Lucie County, Florida.

Said lands situate, lying and being in the City of Port St. Lucie, St. Lucie County, Florida, and containing 240 acres, more or less.

All of the above subject to any Easements and/or Rights-of-Way of record.

EXHIBIT "A-2"

Port St. Lucie Agreement - EXHIBIT B
(GDC Parcel 1) -- Item 4

Sheet 3 Of 5

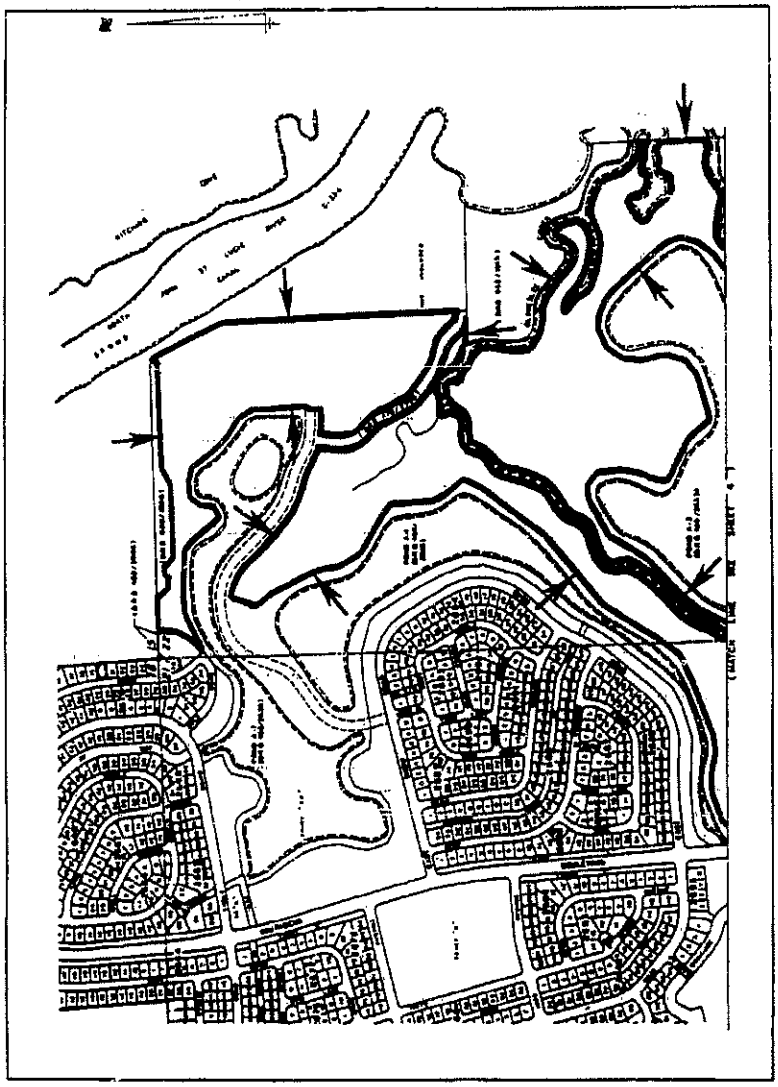


EXHIBIT "A-2"

Port St. Lucie Agreement - EXHIBIT B
(GDC Parcel 1) -- Item 4

Sheet 4 Of 5

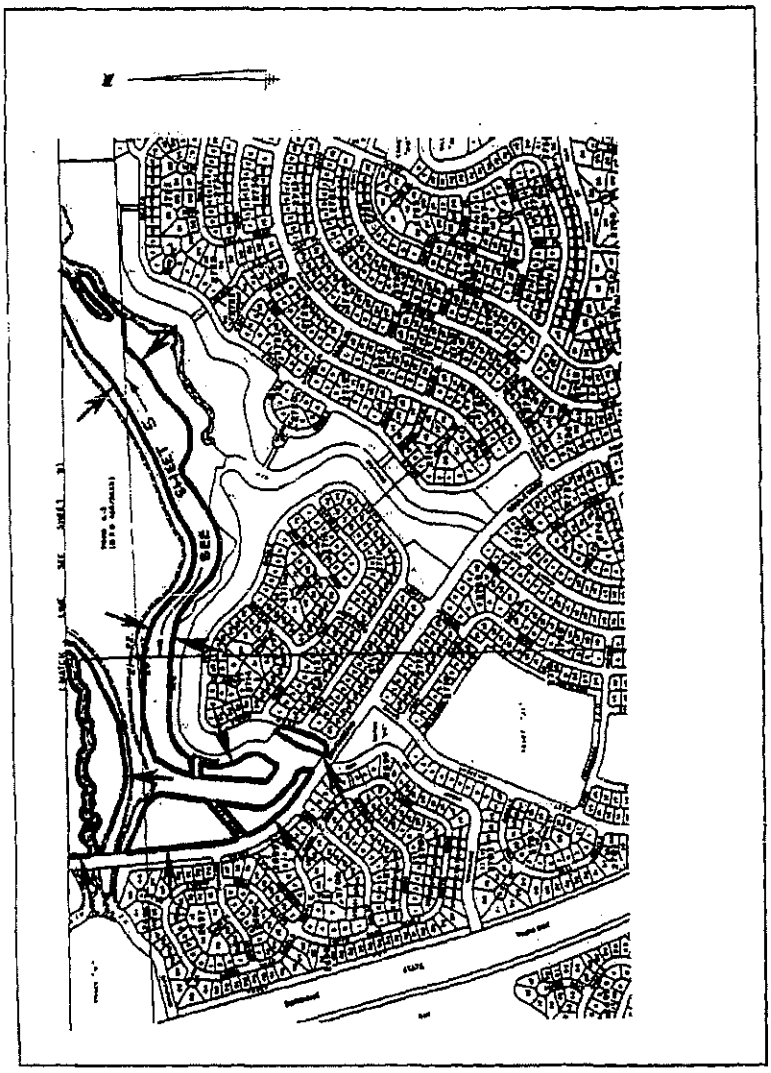


EXHIBIT "A-2"

Port St. Lucie Agreement - EXHIBIT B
(GDC Parcel 1) -- Item 4

Sheet 5 Of 5

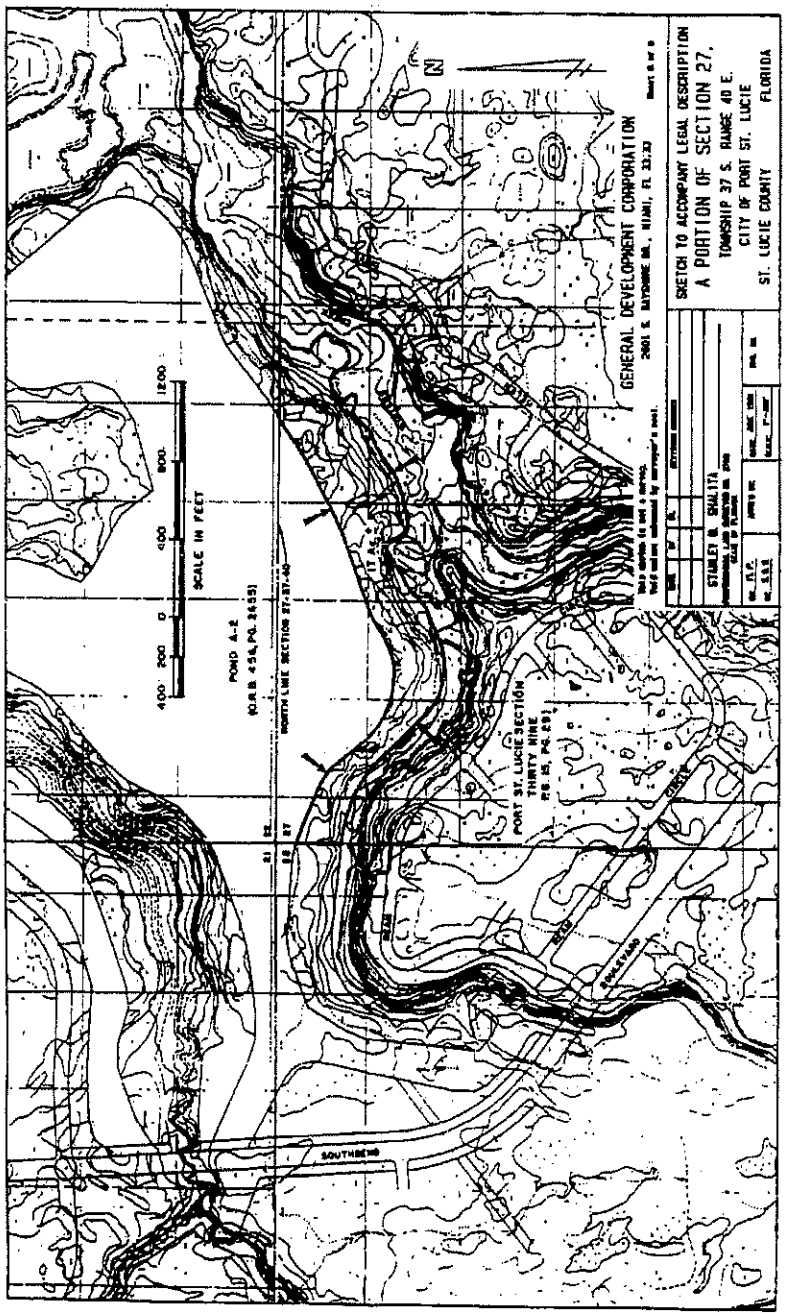


EXHIBIT "A-3"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 1

LEGAL DESCRIPTION:

The South 262.16 feet of TRACT "L" as shown on the Plat of PORT ST. LUCIE SECTION THIRTY THREE as recorded in Plat Book 15 at Pages 1 and 1A through 1V of the Public Records of St. Lucie County, Florida.

Said lands situate, lying and being in the City of Port St. Lucie, St. Lucie County, Florida, and containing 3.00 acres, more or less.

The above subject to any Easements and/or Rights-of-Way of record and that certain Warranty Deed issued by G.D.C. to Southern Bell Telephone & Telegraph and recorded in O.R. Book 425, page 1.
less the property conveyed by

Sheet 1 of 1

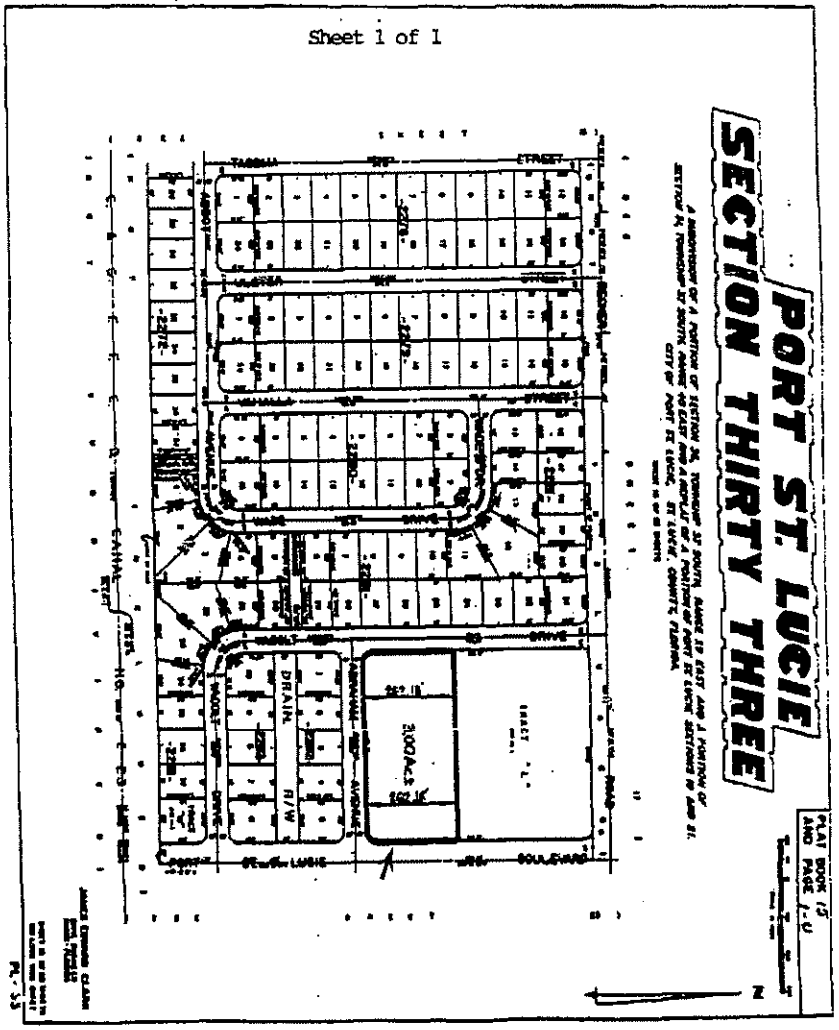


EXHIBIT "A-4"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 2

LEGAL DESCRIPTION:

TRACT "E" as shown on the plat of PORT ST. LUCIE SECTION FOURTEEN as recorded in Plat Book 13 at Pages 5 and 5A through 5F of the Public Records of St. Lucie County, Florida.

Said lands situate, lying and being in the City of Port St. Lucie, St. Lucie County, Florida and containing 2.93 acres, more or less.

The above subject to any Easements and/or Rights-of-Way of record.

Sheet 1 of 1

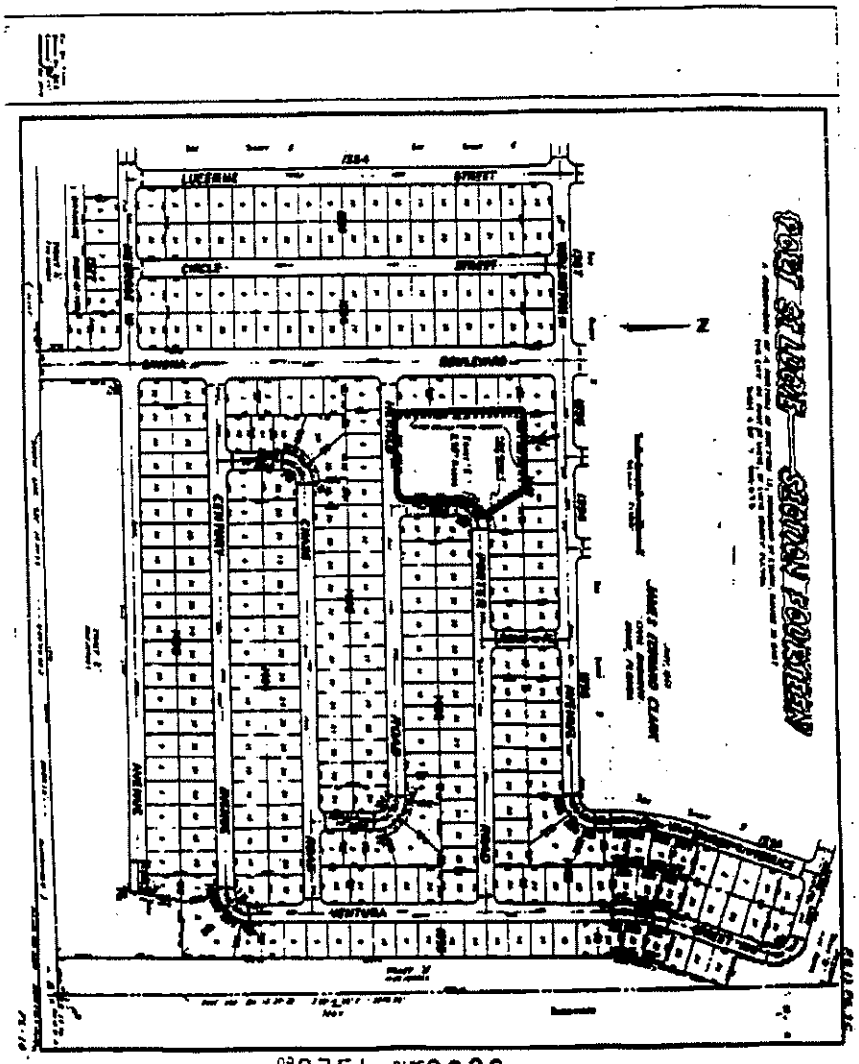


EXHIBIT "A-5"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 3

LEGAL DESCRIPTION:

All of TRACT "P" according to the plat of PORT ST. LUCIE SECTION EIGHTEEN as recorded in Plat Book 13 at Page 17 of the Public Records of St. Lucie County, Florida.

LESS AND EXCEPT

That portion of said TRACT "P" conveyed to the Florida State Turnpike Authority as described in Official Records Book 226 at Page 288 of the Public Records of St. Lucie County, Florida.

Said lands situate, lying and being in the City of Port St. Lucie, St. Lucie County, Florida and containing 1.43 acres, more or less.

The above subject to any Easements and/or Rights-of-Way of record.

Sheet 1 of 1

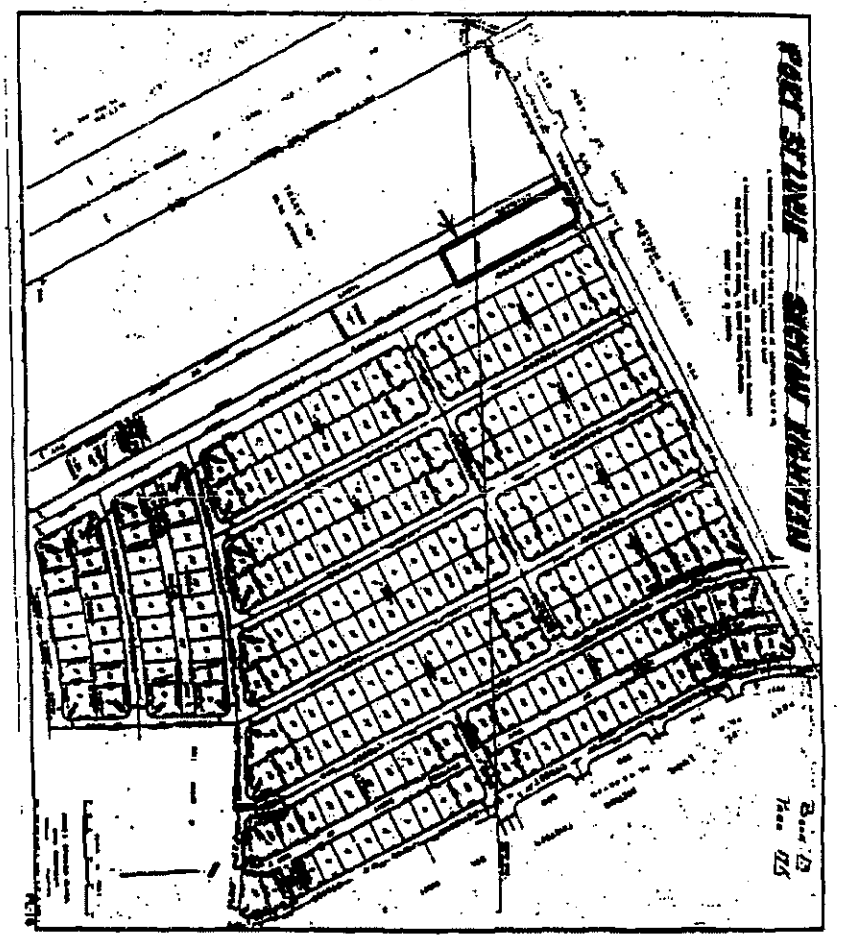


EXHIBIT "A-6"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 6

LEGAL DESCRIPTION:

TRACT "D" and "E" as shown on the plat of PORT ST. LUCIE SECTION SIXTY-TWO as recorded in Plat Book 23 at Pages 41 and 41A through 41H of the Public Records of St. Lucie County, Florida.

TOGETHER WITH

A parcel of land lying in Sections 30 and 31, Township 36 South, Range 41 East, all being more particularly described as follows:

Section 30

All of Lots 9, 10, 11 and 12, Block 4, as shown on the plat of PLAT NO. 1 SAINT LUCIE GARDENS as recorded in Plat Book 1 at Page 35 of the Public Records of St. Lucie County, Florida, lying Southwesterly of the following described line; BEGINNING at the Northwest corner of said Lot 9, run in a Southeasterly direction to the Southeast corner of said Lot 12 and the POINT OF TERMINATION, said line also being a portion of the West line of the lands described in Official Records Book 284 at Page 372 of the Public Records of St. Lucie County, Florida.

Section 31

All of Lots 5 through 12, inclusive, Block 1, lying contiguous with and West of the West line of the lands described in said Official Records Book 284 at Page 372 and all of Lots 1, 2, 15 and 16, Block 2, all as shown on the said plat of PLAT NO. 1 SAINT LUCIE GARDENS.

Said lands situate, lying and being in the City of Port St. Lucie, St. Lucie County, Florida and containing a total of 158.81 acres, more or less.

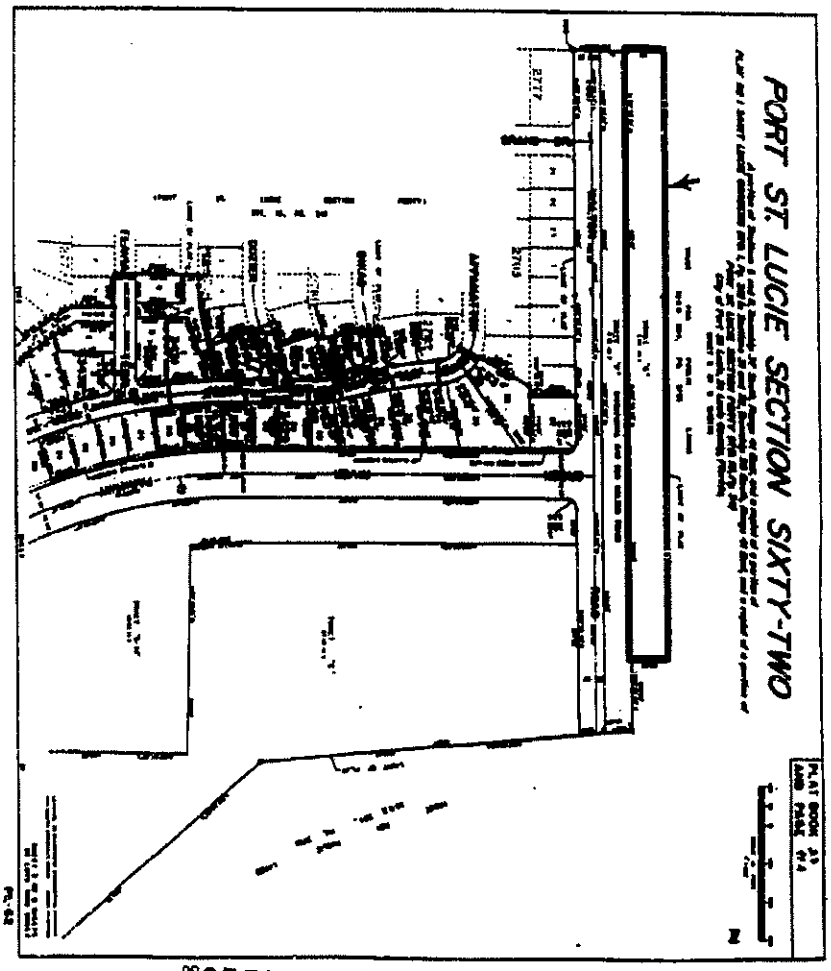
All of the above subject to any easements, canal Rights-of-Way, and/or public Rights-of-Way of record.

Sheet 1 of 5

EXHIBIT "A-6"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 5

Sheet 2 of 5



OR BK 0754 PAGE 0803

EXHIBIT "A-6"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) -- Item 6

Sheet 3 of 5

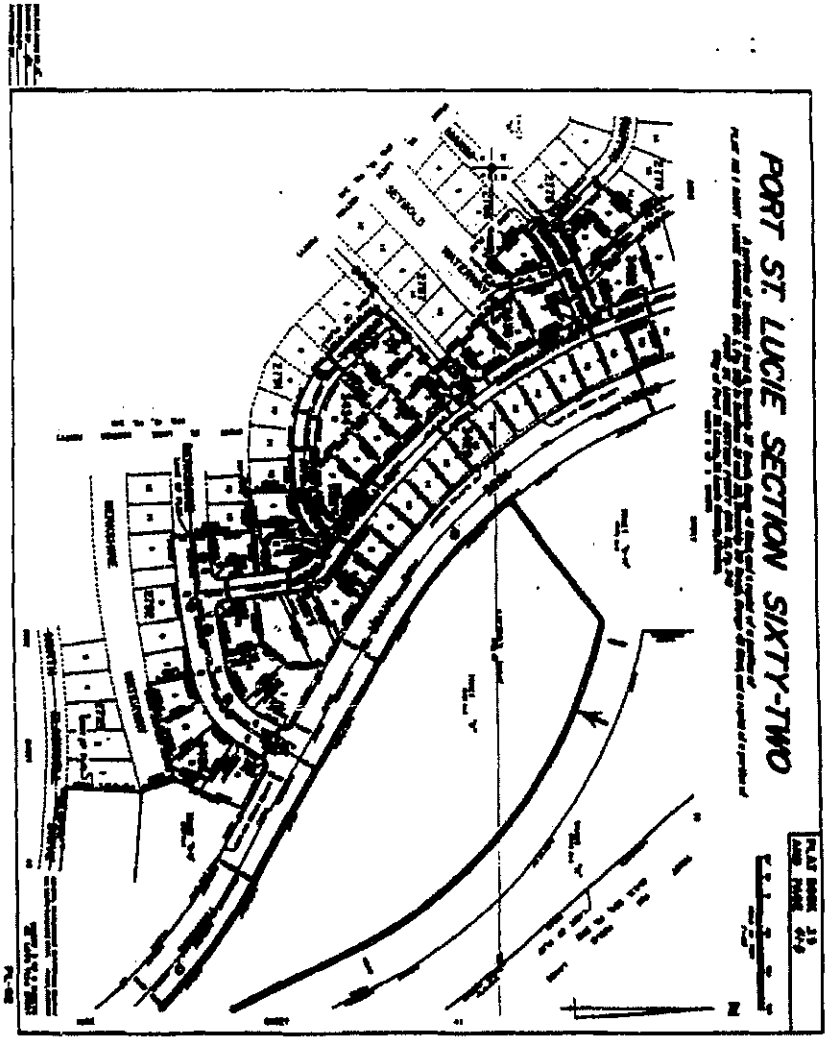
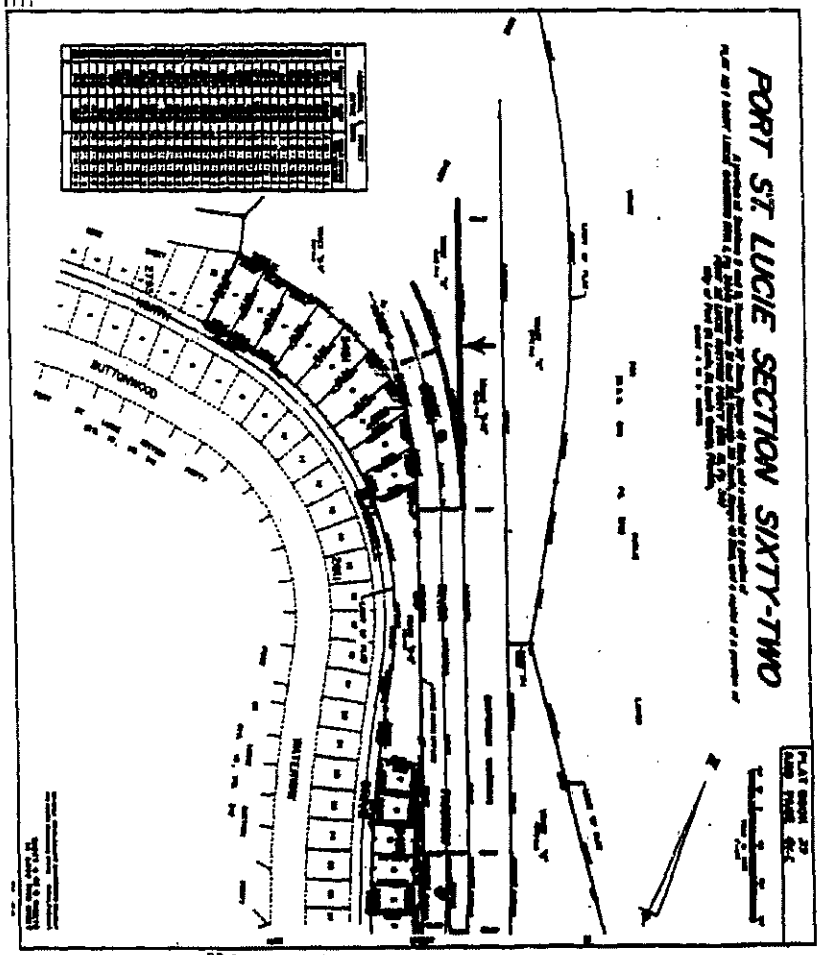


EXHIBIT "A-6"

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) — Item 8

Sheet 4 of 5



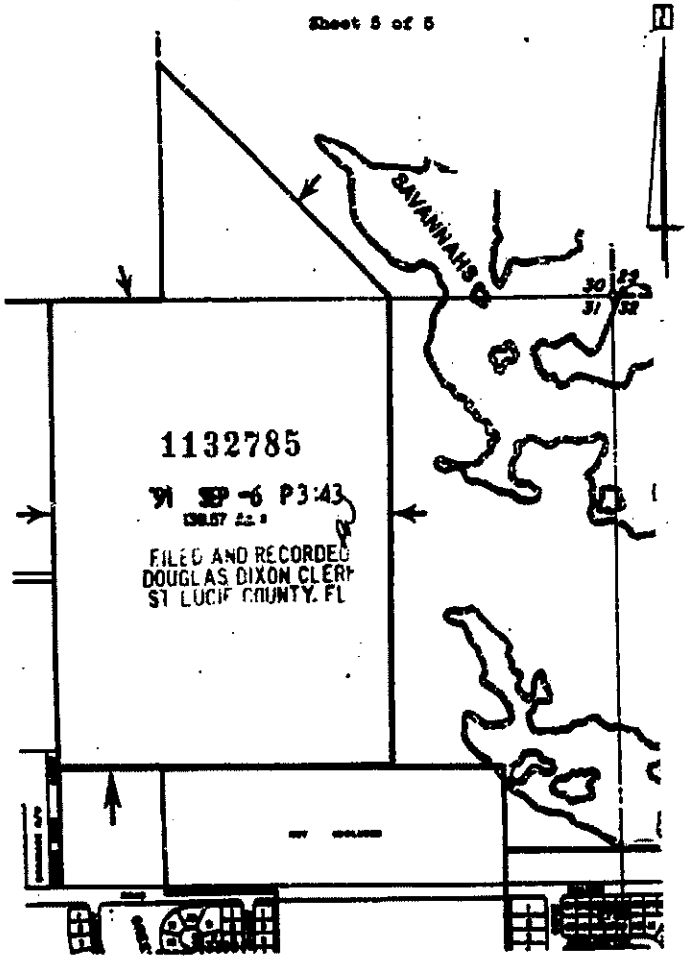
OR BK 0754 PAGE 0805

EXHIBIT A-6

GENERAL DEVELOPMENT ENGINEERING CO.
2601 SOUTH BAYSHORE DR., MIAMI, FLORIDA

Port St. Lucie Comprehensive Settlement - EXHIBIT B
(GDC PARCEL 1) — Item 6

Sheet 5 of 5



STANLEY B. SIALITA

A PORTION OF
SEC. 30 AND 31, TWP. 36 S., RGE. 41 E.
CITY OF PORT ST. LUCIE
ST. LUCIE COUNTY, FLORIDA

OR BK 0754 PAGE 0806

277249

(CORP. WD.)

PARCEL NO. 100.1-R(11-5-73)Part 1 of 2
SECTION 94470-2312(97940)
STATE ROAD Sunshine State Parkway
COUNTY St. Lucie

DEED

THIS INDENTURE made this 25th day of February, A.D. 19 74, between GENERAL DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business in the city of Miami, County of Dade, State of Florida, as party of the first part, and the STATE OF FLORIDA, for the use and benefit of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as party of the second part.

WITNESSETH: That the party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid, receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and does hereby grant, bargain, sell and convey to the party of the second part, its successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie, State of Florida, to-wit:

(1) The Easterly 600 feet of Tract "F", LESS the Southerly 800 feet thereof, of Port St. Lucie Section Nine, in Section 8, Township 37 South, Range 40 East, according to the plat thereof, recorded in Plat Book 12, pages 39-C and 39-I, Public Records of St. Lucie County, Florida,

(2)(a) Tract "O", LESS the Easterly 325 feet of the Northerly 500 feet thereof;
(b) Tract "P", LESS the Northerly 500 feet thereof;

AND

(c) All of Tract "N";

All being a part of Port St. Lucie Section 18, in Sections 5 and 8, Township 37 South, Range 40 East, according to the plats thereof, recorded in Plat Book 13, pages 17-K and 17-J, Public Records of St. Lucie County, Florida;

Part (1) Containing 16.08 acres, more or less.

Part (2)(a) Containing 23.0 acres, more or less.

Part (2)(b) Containing 3.66 acres, more or less.

Part (2)(c) Containing 1.26 acres, more or less.

Together with all rights of ingress, egress, light, air and view between the grantors' remaining adjacent property and any facility constructed on the above described property.

(3) ACCESS RIGHTS ONLY:

(a) All rights of access, egress, ingress, light, air and view between Port St. Lucie Boulevard and Tract "L", Port St. Lucie Section 18, in Section 5, Township 37 South, Range 40 East, according to the plat thereof, recorded in Plat Book 13, page 17-J, Public Records of St. Lucie County, Florida, along the North boundary of said Tract "L";

(b) All rights of access, ingress, egress, light, air and view between Port St. Lucie Boulevard and Tract "M" and between Bayshore Boulevard and the said

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE MAR 20 '74 00.30
DOCUMENTARY SURTAX 00.55 FLORIDA MAR 20 '74
19 2 2 1

Tract "M", Port St. Lucie Section 18, in Section 5, Township 37 South, Range 40 East, according to the plat thereof, recorded in Plat Book 13, page 17-J, Public Records of St. Lucie County, Florida, along a line described as follows:

Begin at the Northwesterly corner of said Tract "M" and run Easterly 106.08 feet along the Northerly boundary of said Tract on an arc concave to the Southerly and having a central angle of 02°06'23" to the Point of Beginning of a curve concave to the Southwesterly having a central angle of 79°25'29"; thence Easterly and Southerly along said curve a distance of 34.66 feet to the end of said curve; thence South 26°54'12" East 150 feet on the Easterly boundary of said Tract "M" to the end of said line.

AND,

(c) All rights of access, egress, ingress, light, air and view between the Easterly boundary of Tract "F" and the Westerly boundary of a platted DRAINAGE RIGHT OF WAY and between the Southerly boundary of said Tract "F" and the Northerly boundary of Port St. Lucie Boulevard, according to the plat thereof, of Port St. Lucie Section Nine, in Section 8, Township 37 South, Range 40 East, recorded in Plat Book 12, page 39-I, Public Records of St. Lucie County, Florida, along a line described as follows: Begin at the Southeasterly corner of said Tract "F" and run South 63°05'48" West 600 feet along the Southerly boundary of said Tract "F" to the Westerly end of said line; thence, return to the Point of Beginning and run North 26°54'12" West 800 feet on the Easterly boundary of said Tract to the Northerly end of said line.

THIS INSTRUMENT AS APPROVED
H. L. CHAMBLESS
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
TALLAHASSEE, FLORIDA
NOV 5 1973
DESCRIPTION APPROVED

DOCUMENTARY STAMPS

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, forever; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed in its name by its Senior Vice President, and its corporate seal to be hereto affixed, attested by its _____ Secretary, the date first above written.

Signed, sealed and delivered
in the presence of:
Signature of TWO witnesses
required by Florida Law

GENERAL DEVELOPMENT CORPORATION

BY _____
Its Senior Vice President

ATTEST _____
Its Secretary

(Corporate Seal)

STATE OF Florida

COUNTY OF Dade

Before me, the undersigned authority, this day personally appeared C. C. Crump and David A. Doheny to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Senior Vice President and _____ Secretary, respectively, of the Corporation named in the foregoing instrument, and they severally acknowledged to and before me that they executed said instrument on behalf of and in the name of said corporation as such officers; that the seal affixed to said instrument is the corporate seal of said corporation and that it was affixed thereto by due and

regular corporate authority; that they are duly authorized by said corporation to execute said instrument and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 25th day of February, A.D. 19 74.

My Commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 25, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

Notary Public in and for the
County and State aforesaid.

(Notarial Seal)

FILED AND RECORDED
ST. LUCIE COUNTY FLA.
CLERK CIRCUIT COURT

MAR 20 10 10 AM '74

277249

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT OF REVENUE
JUL 23'85
00.50

716429

9

THIS INSTRUMENT PREPARED BY:
PETER L. BRETON, ESQUIRE
1111 South Bayshore Drive
Miami, Florida 33131

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **General Development Corporation** of the County of St. Lucie and the State of Florida, in consideration of the sum of ONE DOLLAR ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant to the Florida Power & Light Company, a corporation existing under the laws of the State of Florida, whose address in P.O. Box 029100 (9250 West Flagler St.), Miami, Florida 33102, and to its successors and assigns (the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under this Agreement or a portion of such rights with the Grantee or its other assigns retaining and exercising the other rights), an easement forever, 15 feet in width, to be used for the construction, operation and maintenance of one or more overhead and underground electric transmission and distribution lines, including, but not limited to, wires, poles, cables, conduits, anchors, guys and equipment associated therewith, attachments and appurtenant equipment for communication purposes (all of the foregoing hereafter referred to as "facilities"), over, under, in, on, upon and across the lands of the Grantor situated in the County of St. Lucie and the State of Florida and being more particularly described as

.50

Parcel 12

A parcel of land lying in Tract "P" of Port St. Lucie Section 18, according to the plat thereof, as recorded in PLAT BOOK 13, PAGE 17K of the Public Records of St. Lucie County, FL, a subdivision of Section 9, and parts of Sections 8, 10 & 17, Township 37 South, Range 40 East, St. Lucie County, FL. Said parcel being described as follows

A parcel of land having a length of 125 feet and a width of 15 feet, described as being the Southerly 15 feet, of the Northerly 500 feet, of said Tract "P".

Containing 0.04 acres more or less

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over or under the above-described easement with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within said easement and on lands of Grantor adjoining said easement that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors, or assigns for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

The Grantor, however, reserves the right and privilege to use the above-described easement for all purposes except as herein granted or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition; provided, however, and by the execution and delivery hereof Grantor so expressly agrees that no building, well, structure, obstruction or improvement (including any improvements for recreational activites) shall be located, constructed, maintained or operated over, under, upon or across said easement by the Grantor, or the heirs, personal representatives, successors or assigns of Grantor, except for underground water and sewer mains and associated above ground equipment. Provided, however, such underground water and sewer mains and associated above ground equipment must not interfere or be inconsistent with the use, occupation, maintenance or enjoyment of the above-described easement by Grantee or its successors or assigns, and must not create a hazardous condition.

OR BOOK 471 PAGE 617

IN WITNESS WHEREOF, the Grantor has executed this Agreement this 24th day of July, 1985.

Signed, sealed and delivered
in the presence of:

Augusta M. Rodely

Hamish Wilson

General Development Corporation

By: _____
HAROLD W. FENNO, Sr. Vice President

Attest: Peter L Breton
PETER L. BRETON, Asst. Secretary

STATE OF FLORIDA)
COUNTY OF DADE)ss

I HEREBY CERTIFY that before me, personally appeared HAROLD W. FENNO and PETER L. BRETON Senior Vice President & Asst. Secty. respectively, of GENERAL DEVELOPMENT CORPORATION, a corporation organized under the laws of the State of Delaware and having a place of business in the County of Dade and the State of Florida, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami In the County of Dade and the State of Florida, this 24th day of July, 1985.

Augusta M Rodely
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU GENERAL INSURANCE UND.
MY COMMISSION EXPIRES JULY 24 1986

716429

'85 JUL 23 P2:47

FILED AND RECORDED
ROGER [illegible] CLERK
ST. LUCIE COUNTY, FL.

OR BOOK 471 PAGE 618

St. Lucie Title Services, Inc.

800 Virginia Avenue
Suite 47
Ft. Pierce, FL 34982

Invoice

Date	Invoice #
9/13/2021	50388

Bill To
City of Port St. Lucie

Description	Amount
Property Report/450 SW Thornhill	150.00

Total $150.00

Phone #	Fax #
772-466-5238	772-466-5294

ST. LUCIE TITLE SERVICES, INC.
800 Virginia Ave., Ste 47
Ft. Pierce, FL 34982
(772) 466-5238

PROPERTY INFORMATION REPORT

File Number 50388

Effective date of this search is September 2, 2021 at 8:00 a.m.

At the request of City of Port St Lucie a search has been made of the Public Records of St. Lucie County, Florida, of that property described as follows:

The Northerly 500 feet of the Easterly 325 feet of Tract "O" as shown on Plat of Port St. Lucie Section Eighteen recorded in Plat Book 13, Page 17 of the Public Records of St. Lucie County, Florida.

AND

A portion of tract "O" of Port St. Lucie Section Eighteen as recorded in plat book 13, pages 17 and
17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:
Commencing at the Northeast Corner of said tract "O", thence South 63°05'48" West along the North line of said tract "O" a distance of 325.00 feet to the Point of Beginning of this description; thence South 26°54'12" East a distance of 500.00 feet, thence South 63°05'48" West a distance of 105.00 feet, thence North 37°58'10" West a distance of 484.00 feet to the Northwest corner of said tract "O", thence North 63°05'48" East along the North line of said tract "O" a distance of 87.90 feet to a point of non tangent curve; thence Northerly and Easterly along said North line and along the arc of said curve to the right (concave Southeasterly) having a radius of 25.00 feet, a central angle of 90°00'00" (chord bearing North18°05'48" East), an arc distance of 39.27 feet to the Point of Tangency, thence North 63°05'48" East along said North line a distance of 85.00 feet to the Point of Beginning.

AND

A portion of tract "O" of Port St. Lucie Section Eighteen as recorded in plat book 13, pages 17 and 17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:
Commencing at the Northeast Corner of said tract "O", thence South 26°54'12" East along said East line of said tract "O" a distance of 500.00 feet to the Point of Beginning of this description; thence continue South 26°54'12" East along said East line a distance of 303.00 feet, thence North 81°43'58" West a distance of 526.03 feet, thence North 63°05' 48" East a distance of 430.00 feet to the Point of Beginning.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

City of Port St. Lucie, also known as Port St. Lucie

by virtue of Warranty Deed recorded in Official Records Book 311 page 2692 and Quit Claim Deed recorded in Official Records Book 1014 page 2490

The following liens against the said real property recorded in the aforesaid Public Records have been found:

1. Notice of Commencement recorded November 3, 2020, in Official Records Book 4501, Page 2763.

Additional Information

A. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Port St. Lucie Section Eighteen, recorded in Plat Book 13, Page 17, 17A - 17K, inclusive, of the Public Records of St. Lucie County, Florida.

B. Reservations contained in Warranty Deed recorded July 5, 1979, in Official Records Book 311, Page 2692.

C. Declaration of party Wall Easement recorded December 13, 1990, in Official Records Book 719, Page 124.

D. Uniform Water and Sewer Extension and Service Agreement recorded January 13, 1994, in Official Records Book 880, Page 140.

E. Reservations contained in Quit Claim Deed recorded May 14, 1996, in Official Records Book 1014, Page 2490.

F. Bellsouth Mobility, Inc., Site Lease Agreement recorded December 22, 1999, in Official Records Book 1269, Page 2522, as affected by First Amendment to Lease Agreement recorded in Official Records Book 1392 page 1399.

G. Memorandum of Agreement recorded October 4, 2001, in Official Records Book 1441, Page 1297.

H. Site Designation Supplement and Memorandum of Sublease recorded August 9, 2002, in Official Records Book 1565, Page 388.

I. Memorandum of Site Lease Acknowledgement recorded December 30, 2004, in Official Records Book 2125, Page 2093.

J. Non Exclusive Easement by and between City of Port St. Lucie, Grantor, and BellSouth Telecommunications, Inc, Grantee, recorded March 31, 2011, in Official Records Book 3281, Page 308.

K. Amended Memorandum of Co-Location Agreement recorded April 9, 2012, in Official Records Book 3377, Page 2728.

L. Non Exclusive Access Easement by and between City of Port St. Lucie, Grantor, and Florida Power and Light Company, Grantee, recorded June 12, 2015, in Official Records Book 3756, Page 2328.

M. Easement by and between The City of Port St. Lucie, Grantor, and Florida Power and Light Company, Grantee, recorded June 12, 2015, in Official Records Book 3756, Page 2343.

NOTE: 2020 Real Property Taxes in the gross amount of $0.00 are paid, under Tax I.D. No. 3420-585-0013-000/1.

This report shows only matters disclosed in the aforesaid Public Records and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion,

warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party.

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

St. Lucie Title Services, Inc.

Date: September 13, 2021

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

Search all services we offer...

Vehicle Registration | Property Tax | Business Tax | Tourist Tax

Search > Account Summary > Bill Details

Print this page

Real Estate Account #3420-585-0013-000/1

Owner:
Port St Lucie City of

Situs:
450 SW THORNHILL DR
Port Saint Lucie

Parcel details
Property Appraiser
Government

Get bills by email

2020 Annual Bill

ST. LUCIE COUNTY TAX COLLECTOR

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2020 Annual Bill	65618	—	0011	$0.00	PAID Print (PDF)

If paid by: Sep 30, 2021
Please pay: $0.00

Combined taxes and assessments: $0.00

PAYMENTS MUST BE MADE IN US FUNDS.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
County Parks MSTU	0.2313	2,339,400	2,339,400	0	$0.00
Co Public Transit MSTU	0.1269	2,339,400	2,339,400	0	$0.00
Erosion District E	0.1763	2,339,400	2,339,400	0	$0.00
Law Enf,Jail,Judicial Sys	3.2324	2,339,400	2,339,400	0	$0.00
Co General Revenue Fund	4.2077	2,339,400	2,339,400	0	$0.00
Childrens Service Council	0.4765	2,339,400	2,339,400	0	$0.00
St Lucie Co Fire District	3.0000	2,339,400	2,339,400	0	$0.00
FL Inland Navigation Dist	0.0320	2,339,400	2,339,400	0	$0.00
City Of Port St Lucie	4.9807	2,339,400	2,339,400	0	$0.00
City Of PSL Voted Debt	0.9193	2,339,400	2,339,400	0	$0.00
School Discretionary	0.7480	2,339,400	2,339,400	0	$0.00
School Capital Improvemnt	1.5000	2,339,400	2,339,400	0	$0.00
School Req Local Effort	3.7010	2,339,400	2,339,400	0	$0.00

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
School Voter Referendum	1.0000	2,339,400	2,339,400	0	$0.00
Mosquito Control	0.1352	2,339,400	2,339,400	0	$0.00
S FL Wtr Mgmt District	0.2675	2,339,400	2,339,400	0	$0.00
Total Ad Valorem Taxes	**24.7348**				**$0.00**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
No Non-Ad Valorem Assessments.		

Parcel Details

Owner:	Port St Lucie City of	**Account**	3420-585-0013-000/1	**Assessed value:**	$2,339,400
Situs:	450 SW THORNHILL DR Port Saint Lucie	**Alternate Key**	65618	**School assessed value:**	$2,339,400
		Millage code	0011 -		
		Millage rate	24.7348		

2020 ANNUAL BILL		LEGAL DESCRIPTION	LOCATION	
Ad valorem:	$0.00	PORT ST LUCIE-SECTION 18- THAT PART OF TRACT O MPDAF: BEG AT NE COR OF TRACT O RUN S 26 DEG 54 MIN 12 SEC E 803 FT, TH N 81 DEG 43 MIN 58 SEC W 526.03 FT, TH N 37 DEG 58 MIN 10 SEC W 484 FT TONW COR OF TRACT O, TH N 63 DEG 05MIN 48 SEC E 87.90 FT TO PT OF NON-TANG CURVE, TH NLY AND ELY ALG N LI 39.27 FT TO PT OF TANG, TH N63 DEG 05 MIN 48 SEC E ALG N LI 410 FT TO POB (6.94 AC) (MAP 44/08N) (OR 311 ... View More	**Book, page, item:**	0311-2692-
Non-ad valorem:	$0.00		**Property class:**	
Total Discountable:	$0.00		**Range:**	40E
No discount NAVA:	$0.00		**Township:**	37S
Total tax:	$0.00		**Section:**	08
			Neighborhood:	IR06
			Value code:	00
			Use code:	8900
			Total acres:	6.94

EXEMPTIONS	
City of Port St LUcie	$2,339,400

St. Lucie County Tax Collector
P.O. Box 308, Ft. Pierce, Fl 34954-0308

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WARRANTY DEED
(FROM CORPORATION

RAMCO FORM A-3 (PHOTOSTAT)

450099

1-

.30
.55

This Warranty Deed *Made and executed the* 29th *day of* June, *A. D. 19* 79 *by*

GENERAL DEVELOPMENT CORPORATION

a corporation existing under the laws of Delaware *and having its principal place of business at* 1111 South Bayshore Drive, Miami, Florida 33131 *hereinafter called the grantor, to* PORT ST. LUCIE, a Florida Municipal corporation

whose postoffice address is Morningside Boulevard, Pt. St. Lucie, Florida 33452

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: *That the grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in* St.Lucie *County, Florida, viz:*

A tract or parcel of land lying in Sections 5 and 8 Township 37 South, Range 40 East, more particularly described as follows:-

The Northerly 500 feet of the Easterly 325 feet of Tract "O" as shown on Plat of PORT ST. LUCIE SECTION EIGHTEEN recorded in Plat Book 13, Page 17 of the Public Records of St. Lucie County, Florida. All lying and being in the City of Port St. Lucie, St. Lucie County, Florida. Containing 3.73 Acres, more or less.

This Deed is executed subject to taxes assessed for the year 1979 and to all subsequent years, to easements, conditions, limitations and restrictions of record and to the further particular restrictions and limitations as follows, to wit:

1. The Grantee acrees to provide effective screening to screen the property from public view as well as to enclose the subject property with fencing material.

2. The Grantee agrees that prior to the commencement of construction of any kind, including but not limited to original construction and subsequent or

.....Cont'd.on Rider

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

To Have and to Hold, *the same in fee simple forever.*

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

(CORPORATE SEAL)

In Witness Whereof *the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.*

ATTEST: SAUL J. SACK, Assistant Secretary

GENERAL DEVELOPMENT CORPORATION,

By ERIC A. TRAUB, Senior Vice President

Signed, sealed and delivered in the presence of

Margaret B. Champagne

Enid M. Mahoney

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ERIC A. TRAUB and SAUL J. SACK

well known to me to be the Senior Vice President and Assistant Secretary respectively of the corporation named as grantor in the foregoing deed and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of June, A D 1979

This Instrument prepared by:

(This Instrument Was Prepared By)

Address ALBERT L. ROSEN, Corporate Counsel
General Development Corporation
1111 S Bayshore Drive
Miami, Florida 33131

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: JUL 24, 1982
BONDED THRU GENERAL INS. UND.

OR 311 PG 2692

RIDER TO WARRANTY DEED FROM GENERAL DEVELOPMENT CORPORATION TO PORT ST. LUCIE, a Florida Municipal corporation

future alterations or modifications, all plans and specifications shall be submitted for approval to Grantor. Grantor shall review the data submitted as to aesthetical, functional and economical conformance with the area and its proposed development and Grantor agrees that such approval shall not be unreasonably withheld.

3. The parties acknowledge and agree that the premises shall be used for the sole purpose of a maintenance compound and any modification or change in such use will require the consent and approval of Grantor.

4. The Grantee further agrees that it shall not erect, place or allow to be placed, any sign or other advertising matter in and about the subject property without the written consent of the Grantor.

5. The Grantee further agrees that it will comply with all lawful requirements of the Board of Health, Police Department, Fire Department, Municipal, County, State and Federal authorities respecting the manner in which it uses the subject premises.

106467 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT OF REVENUE JUL-5'79 PB 00.30

103422 FLORIDA DOCUMENTARY SURTAX JUL-5'79 PB 00.55

'79 JUL -5 AM 9 44

ST LUCIE COUNTY, FLA.
ROGER POITRAS
CLERK CIRCUIT COURT
D.C.

450099

O.R. BOOK 311 PAGE 2693

Date: April 5, 1996
Prepared under the supervision of:
Diane G. LeRoy, Attorney
Florida Department of Transportation
Turnpike District
605 Suwannee Street
Tallahassee, Florida 32301

Return to:
City of Port St. Lucie
Legal Department (E)
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

WPI NO.: **0150467**
PARCEL NO.: **222**
COUNTY: **St. Lucie County**
OLD PARCEL NUMBER: Part of 100.1-R

QUITCLAIM DEED

THIS INDENTURE, made this 8th day of April 1996, by and between the STATE OF FLORIDA, by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as party of the First Part and the City of Port St. Lucie, a Florida Municipal Corporation, the Party of the Second Part.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Party of the First Part, by action of the District Secretary on May 1, 1995 pursuant to the provisions of Section 337.25, Florida Statutes has agreed to quitclaim the land hereinafter described to the Party of the Second Part;

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part for and in consideration of the premises and the sum of One Dollar and other valuable consideration to it paid by the Party of the Second Part, assigns forever, all right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described in Exhibit "A" attached hereto and made a part hereof except that the Party of the First Part hereby reserves for itself, its successors and assigns in perpetuity, an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said property described in Exhibit "A"and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same. In addition, that the party of the first part imposes the following restriction on the property herein conveyed which will run with the land in perpetuity and be binding on all successors in title: No commercial transmission or receiving devices which carry signals that could cause interference with the operations of the party of the first part may be placed or constructed on the property.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party of the Second Part.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances.

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1472693 OR BOOK 1014 PAGE 2490
Recorded: 05-14-96 03:53 P.M.

IN WITNESS WHEREOF, the State of Florida Department of Transportation caused these presents to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed, sealed and
delivered in our presence
as witnesses:

Print name: Brian Gochar

Print name: Pam Brantley

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
James L. Ely
District Secretary
Turnpike District

Attest: Linda B. Smith
Executive Secretary
Turnpike District.

Legal review: Diane K. Kelly
Print name: Diane K. Kelly

STATE OF FLORIDA
COUNTY OF

BEFORE ME, the undersigned authority, this day personally appeared, James L. Ely, District Secretary, Turnpike District, and Linda B. Smith, Executive Secretary, Turnpike District, of the State of Florida Department of Transportation, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposed therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 8th day of April, 1996.

(NOTARIAL SEAL)

Cathy V. Goodman
Notary Public

CATHY V. GOODMAN
MY COMMISSION # CC 347670
EXPIRES: January 28, 1998
Bonded Thru Notary Public Underwriters

222 qrd

OR BOOK 1014 PAGE 2491

EXHIBIT "A"

Parcel No.: 222
Section No.: N/A
W.P.I. No.: 0150467
S.R. No.: 91
County: St. Lucie

PARCEL "O-1"

A portion of tract "O" of "Port St. Lucie Section 18" as recorded in plat book 13, pages 17 and 17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:

COMMENCING at the Northeast Corner of said tract "O", thence South 63°05'48" West along the North line of said tract "O" a distance of 325.00 feet to the **POINT OF BEGINNING** of this description; thence South 26°54'12" East a distance of 500.00 feet, thence South 63°05'48" West a distance of 105.00 feet, thence North 37°58'10" West a distance of 484.00 feet to the Northwest Corner of said tract "O", thence North 63°05'48" East along the North line of said tract "O" a distance of 87.90 feet to a point of non tangent curve; thence Northerly and Easterly along said North line and along the arc of said curve to the right (concave Southeasterly) having a radius of 25.00 feet, a central angle of 90°00'00" (chord bearing N18°05'48"E), an arc distance of 39.27 feet to the Point of Tangency, thence North 63°05'48" East along said North line a distance of 85.00 feet to the **POINT OF BEGINNING.**

Said lands situate in the City of Port St. Lucie, Florida; containing 1.711 acres more or less.

OR BOOK 1014 PAGE 2492

Parcel "O-2"

A portion of tract "O" of "Port St. Lucie Section 18" as recorded in plat book 13, pages 17 and 17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:

COMMENCING at the Northeast Corner of said tract "O", thence South 26°54'12" East along said East line of said tract "O" a distance of 500.00 feet to the **POINT OF BEGINNING** of this description; thence continue South 26°54'12" East along said East line a distance of 303.00 feet, thence North 81°43'58" West a distance of 526.03 feet, thence North 63°05' 48" East a distance of 430.00 feet to the **POINT OF BEGINNING.**

Said lands situate in the City of Port St. Lucie, Florida, containing 1.496 acres more or less.

Said parcels containing a total of 3.207 acres.

Reserving all rights of access, egress, ingress, light, air, and view between the above described property and State Road 91 (Florida's Turnpike).

This description derived from the right-of-way map of Sunshine State Parkway Section 6, St. Lucie County, Florida, State Contract No. 6.3.

222.gol

Book 13
Page 17

PORT ST. LUCIE — SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 1 OF 12 SHEETS

DESCRIPTION

A parcel of land lying in Sections 5, 6, 7, 8, 9, 10 and 17, Township 37 South, Range 40 East, all being more particularly described as follows:

1. All of Tracts "E", "F", "G", & "H" of Port St. Lucie, Section Thirteen, according to the plat thereof as recorded in Plat Book 12 at Pages 4 & 4A thru 4H of the Public Records of St. Lucie County, Florida. Lying in Sections 5, 6 and 8, Township 37 South, Range 40 East and containing 102.09 Acres more or less.

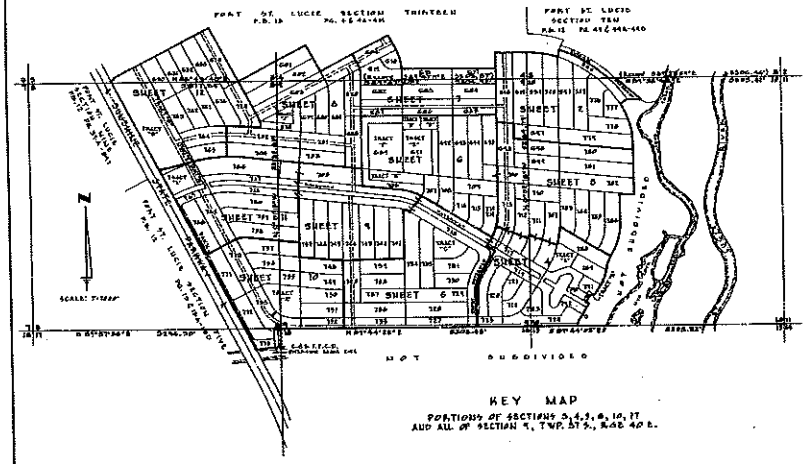
2. That portion of Section 8, Township 37 South, Range 40 East lying East of the East Right of Way Line of the Sunshine State Parkway. Containing 296.31 Acres more or less.

3. All of Section 9, Township 37 South, Range 40 East. Containing 646.73 Acres more or less.

4. That portion of Section 10, Township 37 South, Range 40 East, lying West of the following described boundary: BEGINNING on the North line of said Section 10, S.89°58'48"E., 1855.10 feet from the Northwest corner thereof, run S.49°49'31"E. for 899.58 feet; thence N.88°58'54"W. for 328.14 feet; thence S.58°55'51"W. along a line radial to a 2193.64 foot radius circular curve, for 134.55 feet to a point on said curve; thence along the arc of said curve running to the right in a Southeasterly direction through a central angle of 3°41'46" for 1414.75 feet; thence S.0°13'55"W. for 114.18 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence Southeasterly along the arc of said curve through a central angle of 88°21'20" for 38.55 feet; thence S.1°46'35"W. for 180 feet; thence N.88°13'25"W. for 100 feet; thence N.1°46'35"E. for 180 feet; thence S.1°46'35"W. for 180 feet; thence N.88°13'25"W. for 92.62 feet to the point of curvature of a circular curve to the right having a radius of 1925.07 feet; thence Westerly along the arc of said curve through a central angle of 4°13'25" for 141.60 feet; thence N.83°59'59"W. for 114.35 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence Westerly and Southerly along the arc of said curve through a central angle of 45°34'20" for 49.82 feet; thence S.0°13'59"W. for 697.68 feet to the point of curvature of a circular curve to the right having a radius of 1160 feet; thence Southwesterly along the arc of said curve through a central angle of 21°38'23" for 644.80 feet; thence S.21°24'24"W. for 110 feet to the point of curvature of a circular curve to the left having a radius of 340.44 feet; thence Southwesterly along the arc of said curve through a central angle of 17° 41'16" for 104.32 feet to the point of reverse curvature of a circular curve to the right having a radius of 528.44 feet; thence Southwesterly along the arc of the last mentioned curve through a central angle of 23°42'16" for 218.72 feet; thence S.21°24'24"W. for 266 feet to the point of curvature of a circular curve to the right having a radius of 150 feet; thence Southwesterly and Northwesterly along the arc of said curve through a central angle of 90°00'00" for 235.50 feet; thence S.21°24'24"W. for 115 feet; thence S.57°59'48"E. for 90 feet; thence S.32°04'12"W. for 239 feet; thence S.57°59'48"E. for 10.0 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence easterly along the arc of said curve through a central angle of 42°59'00" for 18.84 feet to the point of reverse curvature of a circular curve to the right having a radius of 50 feet; thence Easterly, Southerly and Northwesterly along the arc of said curve having a radius of 50 feet through a central angle of 149°58'00" for 130.84 feet to the point of reverse curvature of a circular curve to the left having a radius of 25 feet; thence Northwesterly along the arc of the last mentioned curve through a central angle of 42°59'00" for 18.84 feet; thence N.32°04'12"W. for 10.00 feet; thence N.57°59'48"W. for 140.84 feet; thence S.0°15'48"W. for 533.5 feet to a point on the South line of said Section 10, and the point of terminus. All that portion of Section 10, Township 37 South, Range 40 East, lying West of the above described boundary and containing 124.80 Acres more or less.

5. That portion of Section 17, Township 37 South, Range 40 East, lying East of the East Right of Way Line of the Sunshine State Parkway and North of the North Right of Way Line of the Central and Southern Florida Flood Control District Diversion Canal C-24 and containing 2.76 Acres more or less.

All of the above described lands lying in the City of Port St. Lucie, St. Lucie County, Florida and containing an aggregate total of 1138.79 Acres more or less.



KEY MAP
PORTIONS OF SECTIONS 5, 6, 7, 8, 9, 10, 17
AND ALL OF SECTION 4, TWP. 37 S., RGE 40 E.

Drawn by: G.S.W.
Checked by: G.S.T
Approved by: J.E.C. / J.B.

CERTIFICATE OF DEDICATION

STATE OF FLORIDA }
COUNTY OF DADE }

GENERAL DEVELOPMENT CORPORATION, a Delaware Corporation authorized to do business in the State of Florida, owner of the land described in the foregoing caption to this plat, by its duly elected officers, acting by and with the authority of its Board of Directors, does hereby dedicate and set apart all of the Parks, Streets, Thoroughfares, Waterways and Drainage-Rights-of-Way as shown or described on this plat to the use of the general public forever. Reserving to GENERAL DEVELOPMENT CORPORATION, the reversion or reversions thereof whenever discontinued by law.

The easements hereinafter described are reserved to GENERAL DEVELOPMENT CORPORATION, its successors or assigns, for the installation and maintenance of public utilities and drainage facilities:

1. A 20 foot strip along the lot lines abutting and adjacent to a Drainage-Right-of-Way or a Waterway, except as shown by dashed lines.
2. A 10 foot strip along the rear of each lot and a 6 foot strip along the sides of each lot, except where the side lot line is coincident with a Street-Right-of-Way line, except as shown by dashed lines.
3. As shown by dashed lines.

Where more than one lot, or parts of one or more lots, is intended as a building site, the outside boundaries of the building site shall carry the said side easements.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on this 24th day of December, A.D. 1964.

GENERAL DEVELOPMENT CORPORATION

Attest: Robt S Washburn — Secretary
Robert S. Washburn

By: J. J. Finnegan — Vice-President
J. J. Finnegan

ACKNOWLEDGMENT

STATE OF FLORIDA }
COUNTY OF DADE }

Before me the undersigned Notary Public, personally appeared J. J. Finnegan Vice-President and Robert S. Washburn Secretary of GENERAL DEVELOPMENT CORPORATION, a Delaware Corporation, to me well known to be the individuals described in and who executed the foregoing Certificate of Dedication and that each duly acknowledged before me that they executed the same, as such officers for and in behalf of said Corporation.

Witness my hand and official seal of Dade County, Florida, this 24th day of December A.D. 1964.

My commission expires March 26, 1968

John H. Bond
Notary Public, State of Florida at Large

CERTIFICATE OF SURVEYOR

STATE OF FLORIDA }
COUNTY OF DADE }

I HEREBY CERTIFY that this plat is made from an actual survey made under my direction, that it is a correct representation of the land platted, and that permanent reference monuments have been placed as called for under Chapter 177, Florida Statutes.

Dated this 24th day of December, A.D. 1964.

James Edward Clark
JAMES EDWARD CLARK
Registered Engineer
Registered Land Surveyor

CERTIFICATE OF APPROVAL OF CITY

STATE OF FLORIDA }
COUNTY OF ST. LUCIE }

It is hereby certified that this plat has been Officially Approved for Record by the City Council of Port St. Lucie, St. Lucie County, Florida, on this 7th day of January A.D. 1965.

City Clerk: Sandra Edwards — Mayor: Clarence B. Jones

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA }
COUNTY OF ST. LUCIE }

It is hereby certified that this plat has been Officially Approved for Record by the Board of County Commissioners of St. Lucie County, Florida, on this 5 day of March A.D. 1965.

Chairman, Board of County Commissioners

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA }
COUNTY OF ST. LUCIE }

I, Roger Potter, clerk of Circuit Court of St. Lucie County, Florida, do hereby certify that this plat has been examined, and that it complies in form with all the requirements of the laws of Florida pertaining to maps and plats, and that the plat has been filed for Record in Plat Book 12, Page 17 thru 17K of the public records of St. Lucie County, Florida, this 5 day of March A.D. 1965.

Roger Potter, Clerk, A. Lucille Sweat, Clerk
Clerk of Circuit Court
St. Lucie County, Florida

ENGINEER'S NOTE:

⊕ PRM Denotes Permanent Reference Monument.

Dimensions on corner lots are to the intersection of Block lines extended, unless otherwise shown.

All radii are 25 feet, unless otherwise shown.

Basis of bearing system is assumed for computation purposes.

For Mortgage Plat Joinder Agreement see O.R.B. 142, pages 267 thru 269 Public Records of St. Lucie County, Florida.

SEPTEMBER 1964
JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

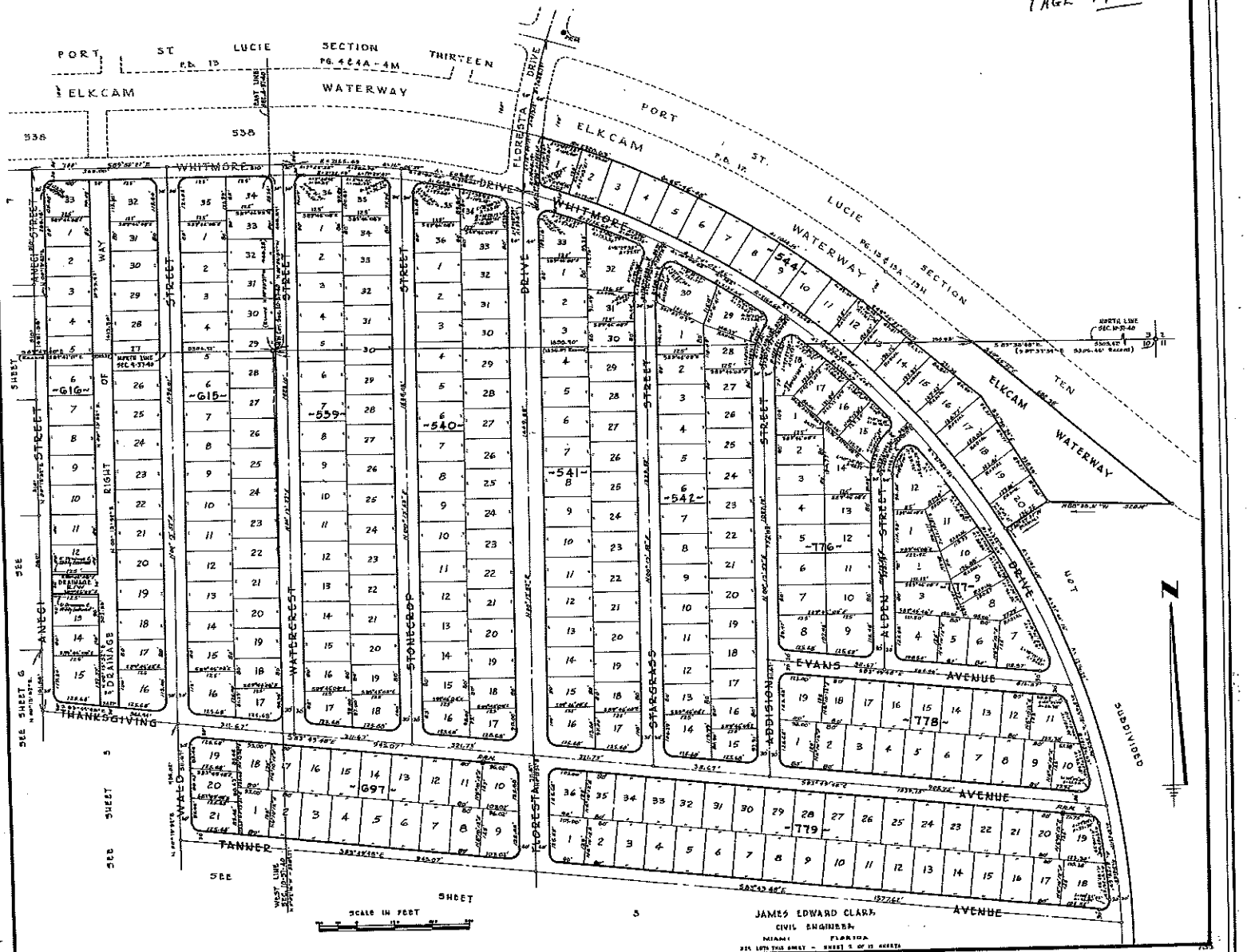
TOTAL NO. SHEETS = SHEET 1 OF 12 SHEETS

761

PORT ST. LUCIE SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 2 OF 12 SHEETS

BOOK 13
PAGE 17A



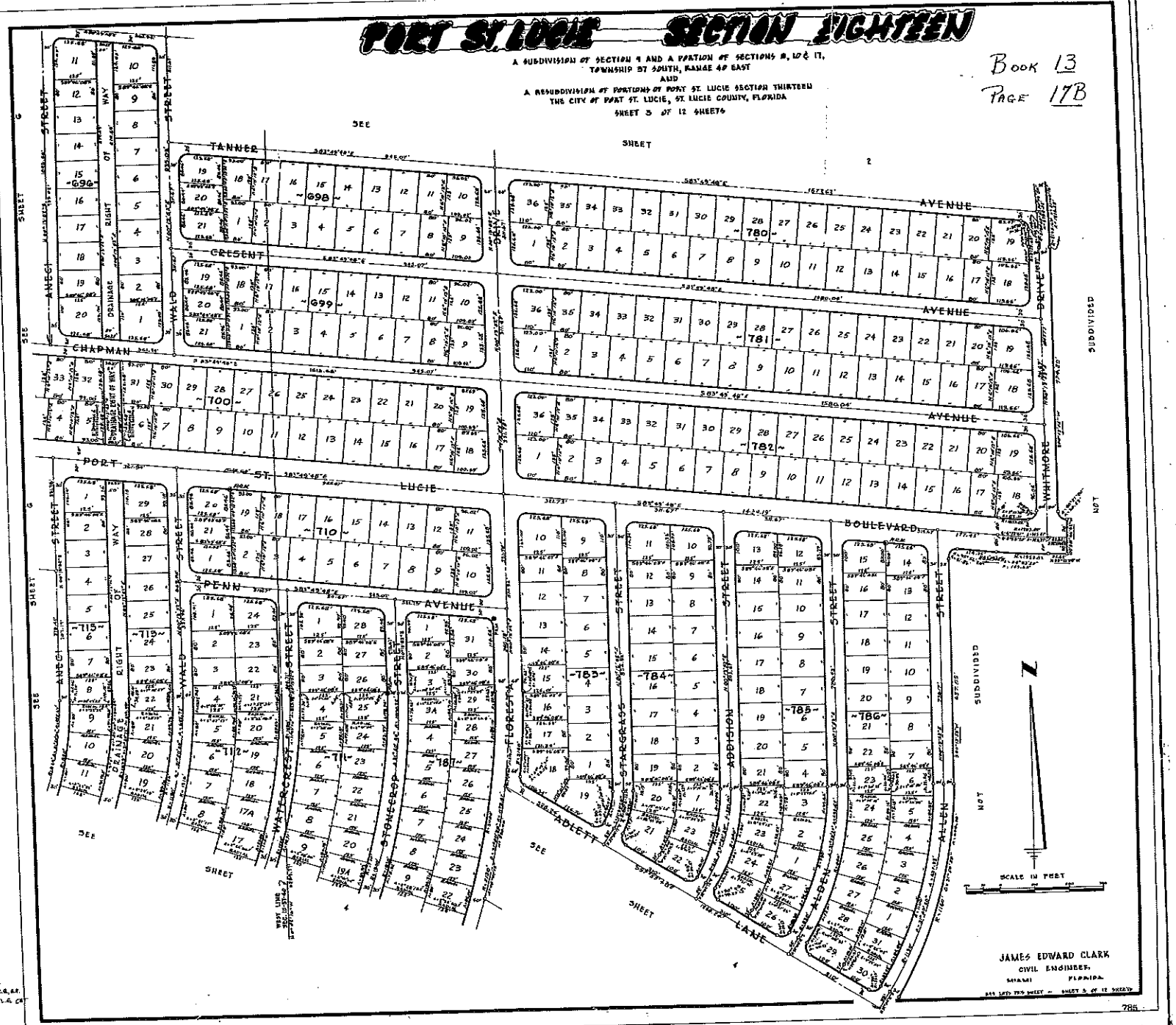
CALC. BY D.L.G.
DRAWN BY R.E.G.
CHECKED BY D.L.G.
APPROVED BY J.E.

762

PORT ST. LUCIE SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 5 OF 12 SHEETS

BOOK 13
PAGE 17B



CALC. BY D.L.G.
DRAWN BY R.C.G.S.
CHECKED BY D.L.G.
APPROVED BY J.E.

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

SHT. 5 OF 12 SHEETS

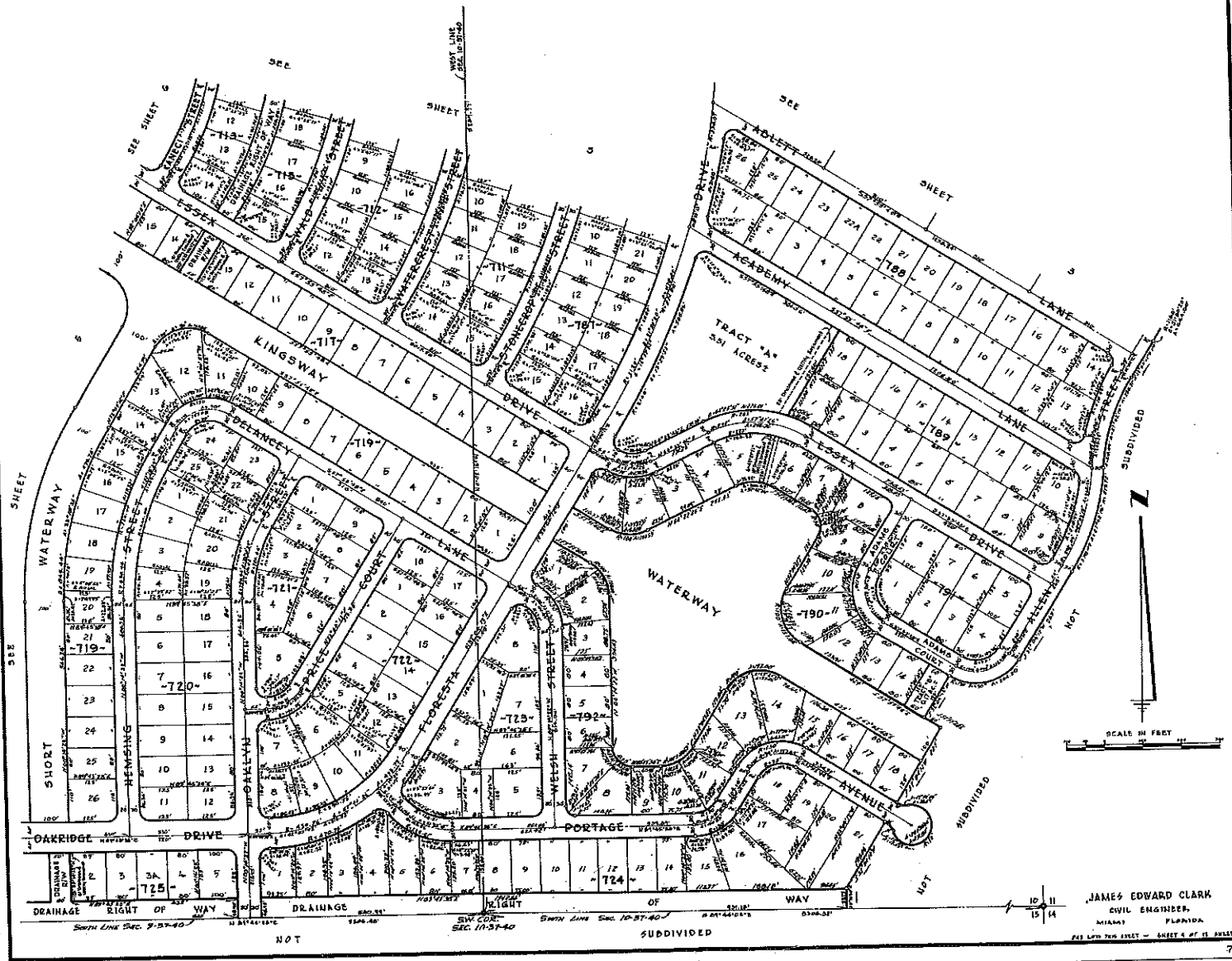
785

763

PORT ST. LUCIE SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 6 OF 12 SHEETS

Book 13
Page 17C



CALC. BY: D.L.G.
DRAWN BY: E.C.C., G.E.
CHECKED BY: D.L.G.
APPROVED BY: J.E.

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

SEE 13TH THIS SHEET — SHEET 6 OF 12 SHEETS

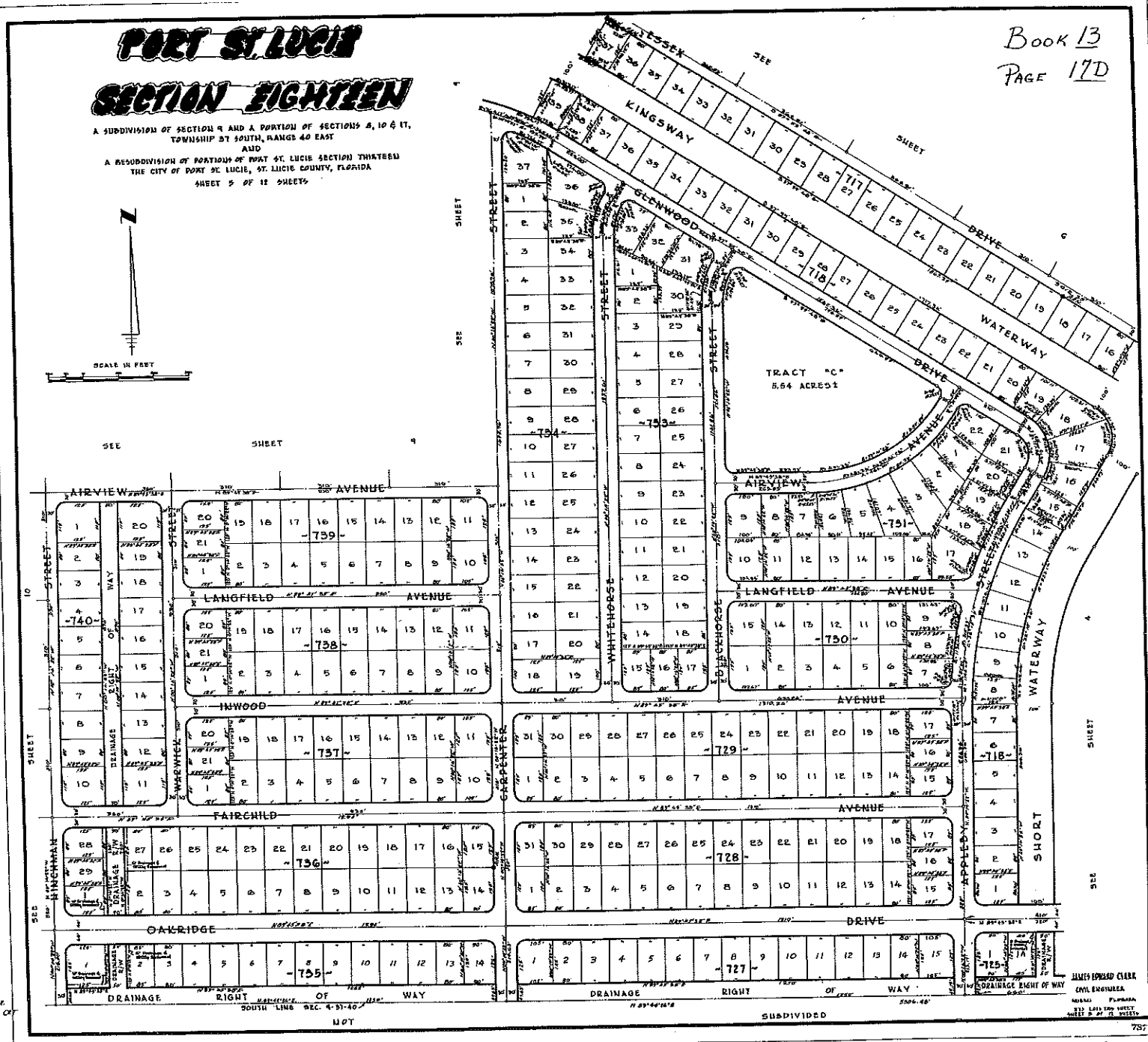
786

764

PORT ST. LUCIE

SECTION EIGHTEEN

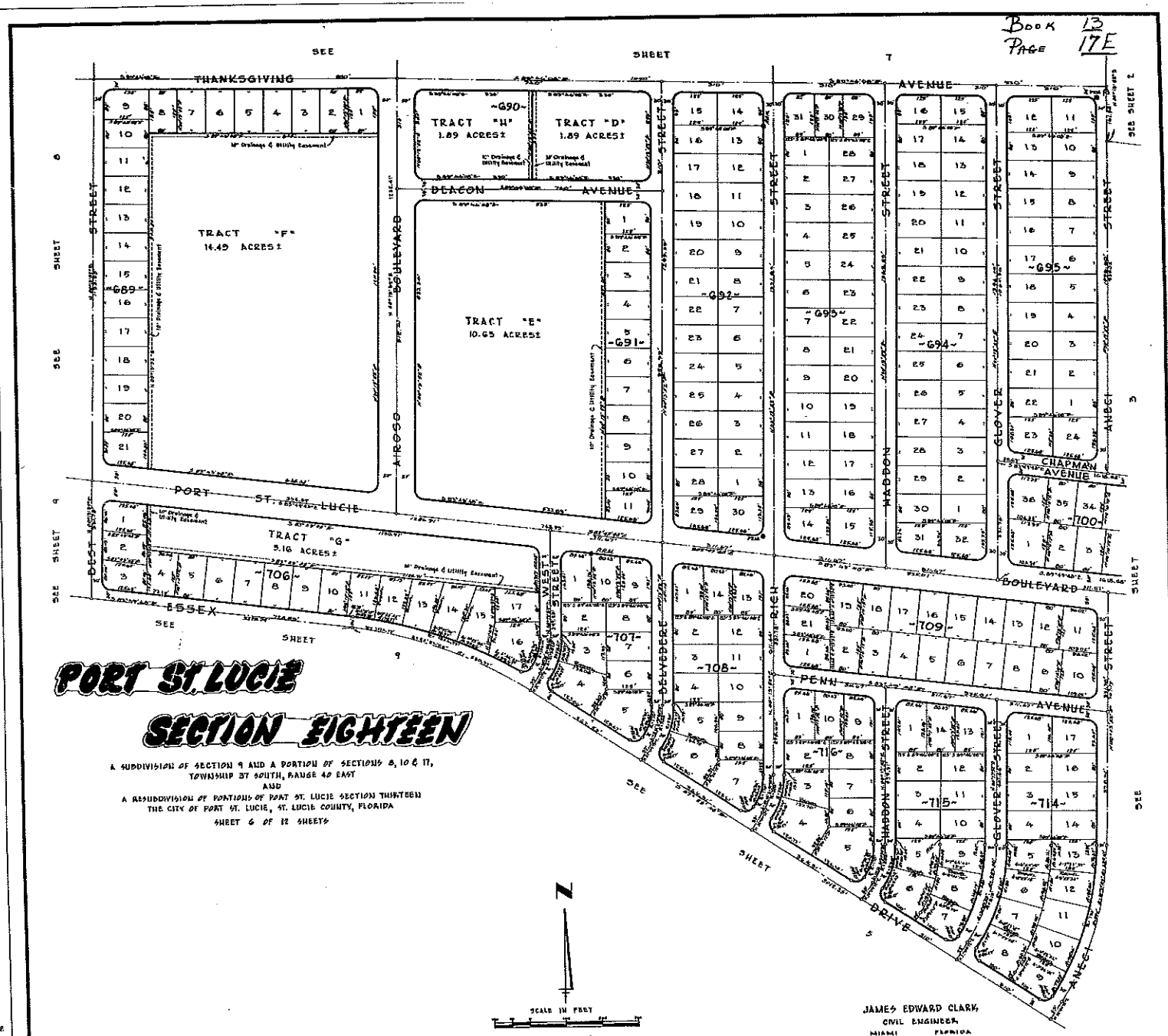
A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17, TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 5 OF 12 SHEETS



CALC. BY: D.L.G
DRAWN BY: H.K.F.
CHECKED BY: D.L.G.
APPROVED BY: JB

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI, FLORIDA
SHEET 5 OF 12 SHEETS

765



PORT ST. LUCIE

SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 11, TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 6 OF 12 SHEETS

SCALE IN FEET

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

CALC. BY D.L.G.
DRAWN BY H.K.F. 68
CHECKED BY D.L.G. 68
APPROVED BY: JEC

SEE LAST TWO SHEET — SHEET 6 OF 12 SHEETS

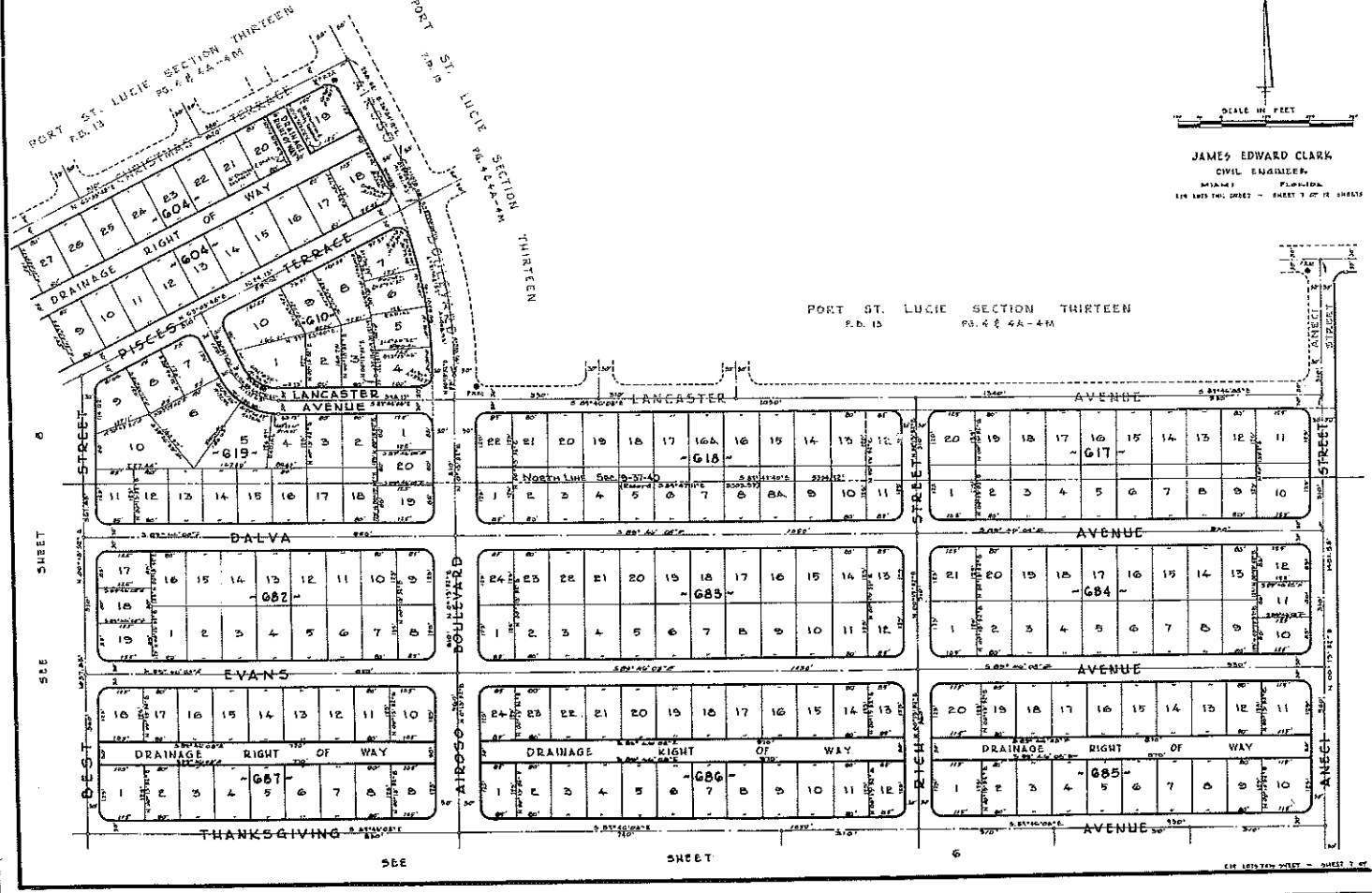
788

766

PORT ST. LUCIE SECTION EIGHTEEN

Book 13
Page 17F

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 7 OF 12 SHEETS



SCALE IN FEET

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA
FOR LOTS THIS SHEET - SHEET 7 OF 12 SHEETS

CALC. BY: D.L.G
DRAWN BY: H.M.S., J.C.
CHECKED BY: D.L.G
APPROVED BY: JEC

FOR LOTS ON THIS SHEET - SHEET 7 OF 12 SHEETS

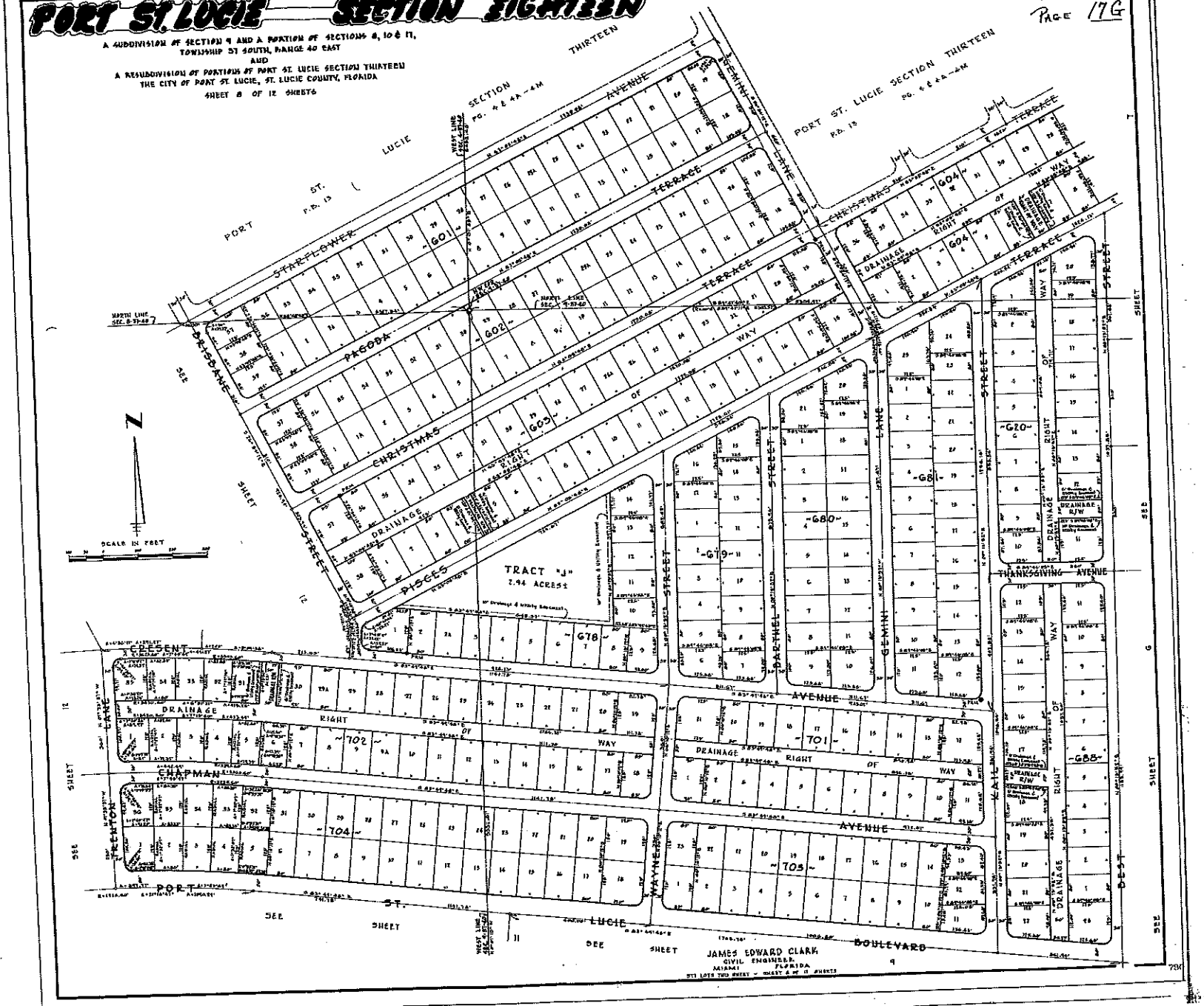
788

767

Book 13
Page 17G

PORT ST. LUCIE — SECTION EIGHTEEN

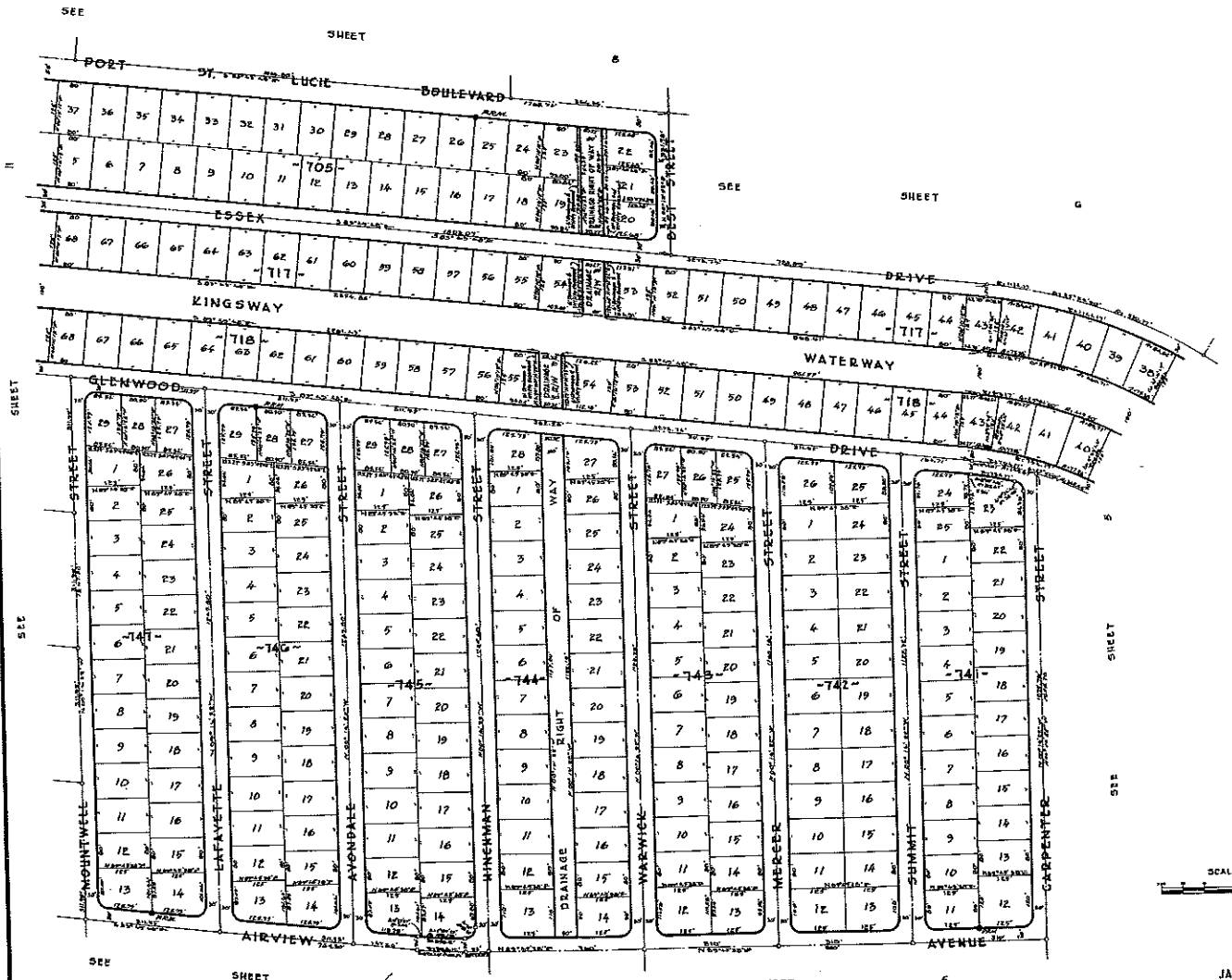
A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 11, TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 8 OF 12 SHEETS



PORT ST. LUCIE SECTION SIXTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 9 OF 12 SHEETS

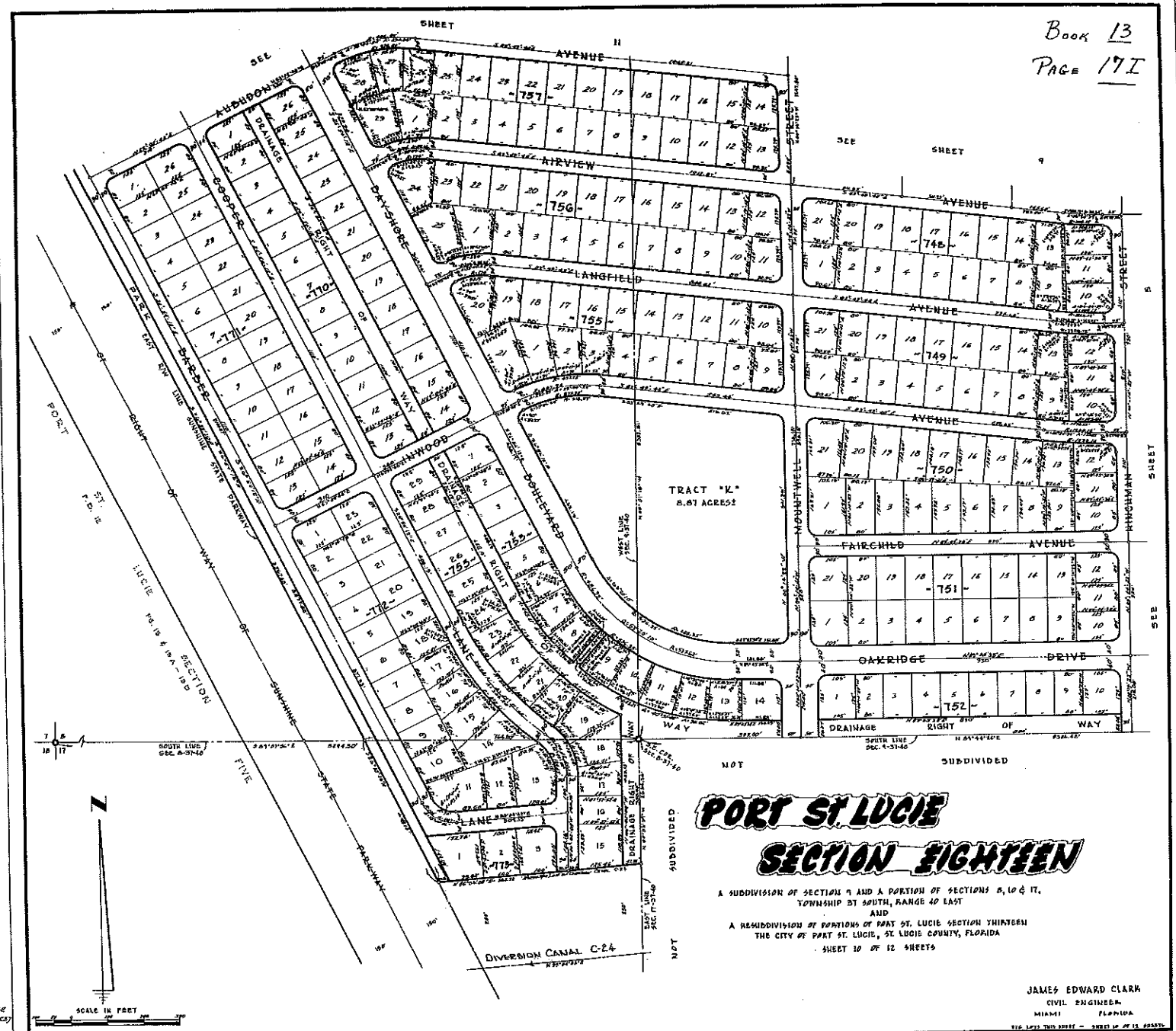
BOOK 13
PAGE 17H



JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

CALC. BY: D.L.E.
DRAWN BY: H.K.E./A.C.
CHECKED BY: D.L.E.
APPROVED BY: J.E.

Book 13
Page 171



PORT ST. LUCIE
SECTION EIGHTEEN

A SUBDIVISION OF SECTION 7 AND A PORTION OF SECTIONS 6, 18 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

SHEET 10 OF 12 SHEETS

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

SEE SHEET 11 FOR LOTS THIS SHEET — SHEET 10 OF 12 SHEETS

CALC. BY D.L.G.
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APPROVED BY J.E.C.

702

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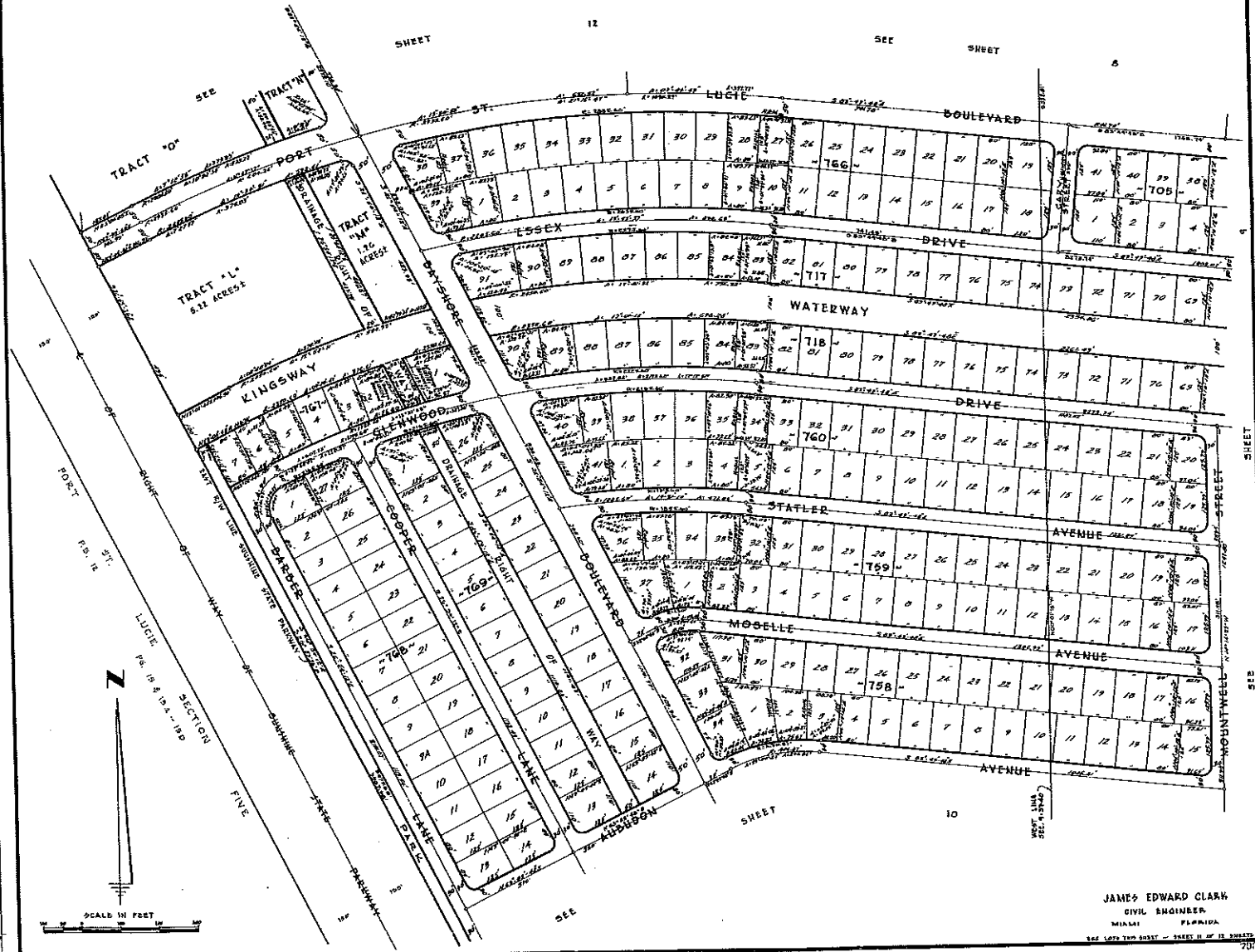
PORT ST. LUCIE — SECTION EIGHTEEN

Book 13
Page 17J

A SUBDIVISION OF SECTION 4 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 11 OF 12 SHEETS



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DRAWN BY:
CHECKED BY: D.L.S.
APPROVED BY: JB

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

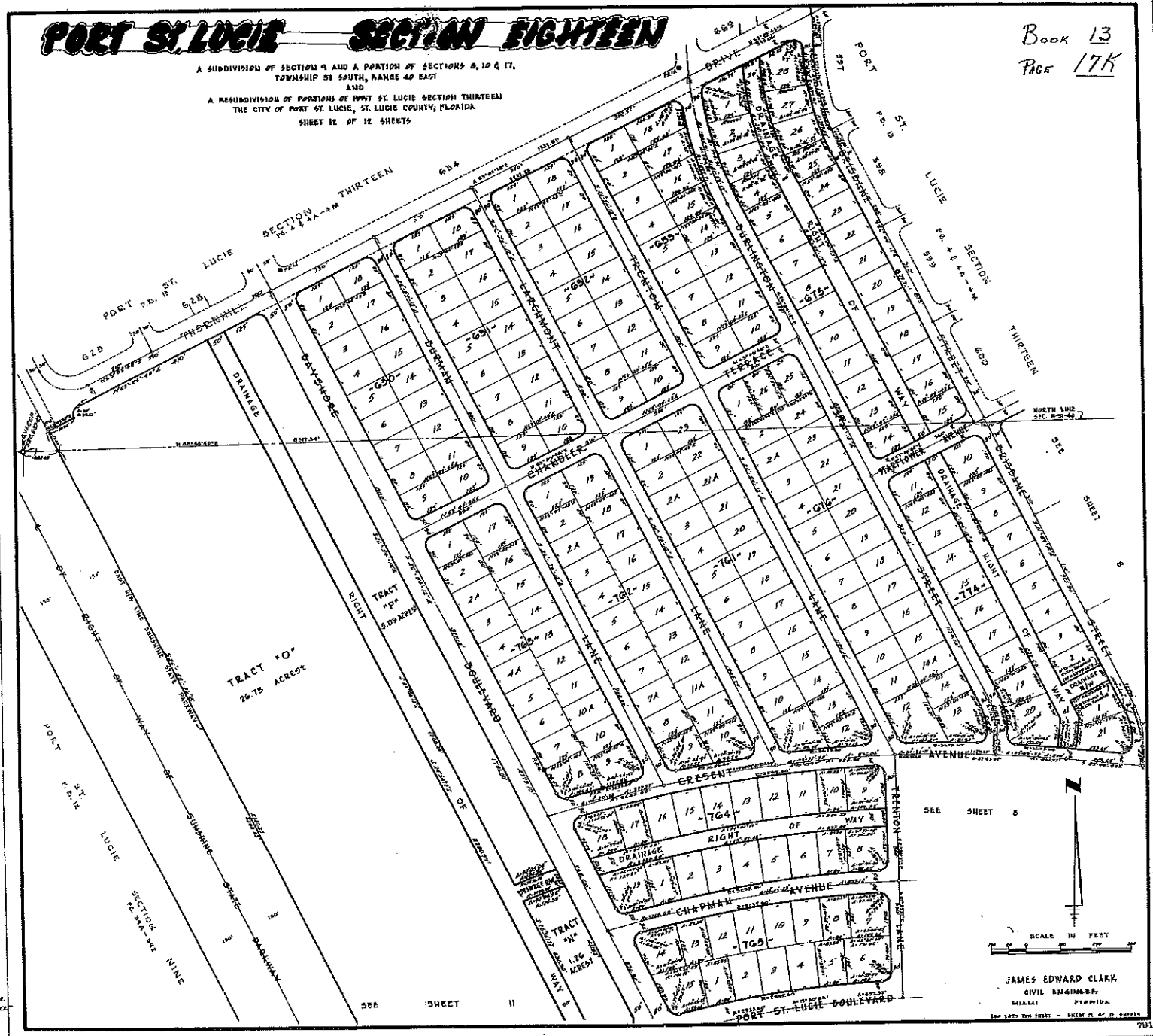
SEE LOTS TWO SHEET — SHEET 11 OF 12 SHEETS

771

PORT ST. LUCIE — SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 12 OF 12 SHEETS

Book 13
Page 17K



CALC BY: D.L.G.
DRAWN BY: [illegible] 62
CHECKED BY: D.L.G. 62
APPROVED BY: JEC

WARRANTY DEED
(FROM CORPORATION

RAMCO FORM A-3 (PHOTOSTAT)

450099

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.30
.55

This Warranty Deed *Made and executed the* 29th *day of* June, *A. D.* 19 79 *by*

GENERAL DEVELOPMENT CORPORATION

a corporation existing under the laws of Delaware *, and having its principal place of business at* 1111 South Bayshore Drive, Miami, Florida 33131 *hereinafter called the grantor, to* PORT ST. LUCIE, a Florida Municipal corporation

whose postoffice address is Morningside Boulevard, Pt. St. Lucie, Florida 33452

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: *That the grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in* St.Lucie *County, Florida, viz:*

A tract or parcel of land lying in Sections 5 and 8 Township 37 South, Range 40 East, more particularly described as follows:-

The Northerly 500 feet of the Easterly 325 feet of Tract "O" as shown on Plat of PORT ST. LUCIE SECTION EIGHTEEN recorded in Plat Book 13, Page 17 of the Public Records of St. Lucie County, Florida. All lying and being in the City of Port St. Lucie, St. Lucie County, Florida. Containing 3.73 Acres, more or less.

This Deed is executed subject to taxes assessed for the year 1979 and to all subsequent years, to easements, conditions, limitations and restrictions of record and to the further particular restrictions and limitations as follows, to wit:

1. The Grantee acrees to provide effective screening to screen the property from public view as well as to enclose the subject property with fencing material.

2. The Grantee agrees that prior to the commencement of construction of any kind, including but not limited to original construction and subsequent or

.....Cont'd.on Rider

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

To Have and to Hold, *the same in fee simple forever.*

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

(CORPORATE SEAL)

In Witness Whereof *the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.*

ATTEST: SAUL J. SACK, Assistant Secretary

GENERAL DEVELOPMENT CORPORATION

By ERIC A. TRAUB, Senior Vice President

Signed, sealed and delivered in the presence of

Margaret B. Hampagne

Enid M. Mahoney

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ERIC A. TRAUB and SAUL J. SACK

well known to me to be the Senior Vice President and Assistant Secretary respectively of the corporation named as grantor in the foregoing deed and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of June, A D 19 79

This Instrument prepared by:

Prepared By:
ALBERT L. ROSEN, Corporate Counsel
General Development Corporation
1111 S. Bayshore Drive
Miami, Florida 33131

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: JUNE 26, 1982
BONDED THRU GENERAL INS. UNDERWRITERS

OR. 311 PG 2692

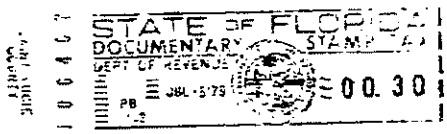
RIDER TO WARRANTY DEED FROM GENERAL DEVELOPMENT CORPORATION TO PORT ST. LUCIE, a Florida Municipal corporation

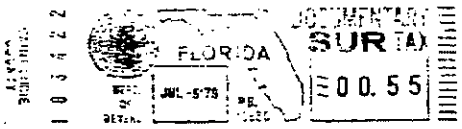
future alterations or modifications, all plans and specifications shall be submitted for approval to Grantor. Grantor shall review the data submitted as to aesthetical, functional and economical conformance with the area and its proposed development and Grantor agrees that such approval shall not be unreasonably withheld.

3. The parties acknowledge and agree that the premises shall be used for the sole purpose of a maintenance compound and any modification or change in such use will require the consent and approval of Grantor.

4. The Grantee further agrees that it shall not erect, place or allow to be placed, any sign or other advertising matter in and about the subject property without the written consent of the Grantor.

5. The Grantee further agrees that it will comply with all lawful requirements of the Board of Health, Police Department, Fire Department, Municipal, County, State and Federal authorities respecting the manner in which it uses the subject premises.





'79 JUL -5 AM 9 44

FILED AND RECORDED
ST LUCIE COUNTY, FLA.
ROGER POITRAS
CLERK CIRCUIT COURT

450099

OR BOOK 311 PAGE 2693

1083592

DECLARATION OF PARTY WALL EASEMENT

By the CITY OF PORT ST. LUCIE, FLORIDA

For the benefit of

PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION

Dated as of September 1, 1990

Rec Fee $ 7.50 DOUGLAS DIXON
Add Fee $ _____ St. Lucie County
Doc Tax $ _____ Clerk of Circuit Court
Int Tax $ _____ By CW
Total $ 7.50 Deputy Clerk

This instrument was prepared by
and following recording should be
returned to:

Robert O. Freeman, Esq.
Florida Bar No. 0173396
c/o Squire, Sanders & Dempsey
2100 Florida National Bank Tower
Jacksonville, Florida 32202

OR 0719 PG 0124

DECLARATION OF PARTY WALL EASEMENT

THIS DECLARATION ("Declaration") is made this 1st day of September, 1990, by the CITY OF PORT ST. LUCIE, a municipality of the State of Florida, having its address at City Hall Plaza, 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 33452 (the "City").

RECITALS:

1. The City is the fee owner of the parcel of land described on Exhibit A attached hereto and by this reference made a part hereof (the "City Premises") and has constructed thereon a city maintenance building (the "Building");

2. The City is also the fee owner of the parcel of land described on Exhibit B attached hereto and by this reference made a part hereof (the "Addition Premises"), and there is constructed thereon an addition to the Building (the "Addition");

3. Pursuant to a Ground Lease and Bill of Sale dated September 1, 1990, the City has conveyed title to the Addition and has leased the Premises, both to Port St. Lucie Governmental Finance Corporation (the "Corporation"), a Florida corporation not-for-profit;

4. There is a party wall (the "Party Wall") between and forming a part of the Building and the Addition, as shown on the plot plan attached hereto and hereby made a part hereof as Exhibit C;

5. The City desires to provide for certain rights, obligations and easements in connection with the Party Wall, as more particularly hereinafter set forth.

NOW, THEREFORE, the City hereby declares as follows:

1. The City hereby dedicates and creates an easement for the benefit of and appurtenant to both the City Premises and the Addition Premises for the party wall purposes with respect to the Party Wall, including the right of installation and/or replacement of all wires, pipes, conduits and lines upon, over and/or through said Party Wall, the right and privilege to tie in and use the Party Wall for support, structural or otherwise, and the right to the use of the building areas adjoining the Party Wall for purposes of maintenance, repair, alteration, inspection and replacement thereof.

2. The cost of repair and maintenance of the Party Wall necessitated by ordinary wear and tear shall be shared by the City and the Corporation, as lessor, in proportion to their respective use of the Party Wall at the time such repair or maintenance is completed. If the Party Wall is destroyed or damaged by any cause, either of such parties may restore it, and if the other party thereafter makes use of the Party Wall it shall contribute to the cost of restoration in proportion to such use. For purposes of this Declaration and the enforcement of the rights and responsibilities hereunder, it shall be presumed that the Corporation and the City each has a percentage use of fifty-percent (50%) of the party wall.

3. Notwithstanding any provisions hereof to the contrary, if the Party Wall is damaged or destroyed by the negligent or willful acts or omissions of either of such parties or its tenants or persons for whom it or its tenants are responsible, such party shall bear the entire cost of repair or restoration occasioned by such damage or destruction, and nothing herein contained shall prejudice the common law or statutory rights of any party to recover from any other party for such negligent or willful acts or omissions.

4. Any party entitled to contribution for repair, maintenance, restoration or protection of the Party Wall shall have a lien on the property of the party against which it is entitled to such contribution, which lien may be foreclosed in the same manner as a mechanics' lien as provided by the statutes of the State of Florida.

5. This Declaration shall create mutual and equitable benefits and servitudes upon the City Premises and the Addition Premises, the covenants hereof shall be deemed to run with the land, and this Declaration shall be binding upon and shall inure to the benefit of the City, its successors and assigns, including without limitation any subsequent fee owner of either the City Premises or the Addition Premises.

IN WITNESS WHEREOF, the City has caused this Declaration to be duly executed as of the day and year first above written.

WITNESSES:

Stacey A Williams

CITY OF PORT ST. LUCIE, FLORIDA

By: William B. McChesney
Its Mayor

Attest:
Its City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

STATE OF FLORIDA)
) ss.
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 26th day of September, 1990, by William B. McChesney and Sandra K. Johnson, the Mayor and City Clerk, respectively, of the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipality, on behalf of the municipality.

(SEAL)

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 21 1994
BONDED THRU GENERAL INS. UND.

3248/PORA3007/AE1/092590

CONSENT OF PORT ST. LUCIE GOVERNMENTAL LEASING CORPORATION

The undersigned, as holder of a leasehold interest in and under that certain Ground Lease and Bill of Sale dated September 1, 1990, covering the premises described on Exhibit "B" to the within Declaration, hereby consents to the terms and conditions of said Declaration, and agrees that it is and shall be bound thereby and that its rights and interests under said Ground Lease are and shall be subject and subordinate to the terms and conditions of said Declaration.

(SEAL)

PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION

By _____
Its Vice President

ATTEST:

_____
Its Secretary/Treasurer

3248/PORA3007/AE1/092590

OR 719 PG 127

STATE OF FLORIDA)
) ss.
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 26th day of September, 1990, by David C. Riley and G. Wayne Allgire, the Vice-President and Secretary/Treasurer, respectively, of PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not-for-profit corporation, on behalf of the corporation.

(SEAL)

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN.23,1994
BONDED THRU GENERAL INS. UND.

3248/POA41007/AE1/092590

OR 0719 PAGE 128

EXHIBIT A

City Premises

Maintenance Building Addition

LEGAL DESCRIPTION

Commencing at the Northeast corner of Tract "O", PORT ST. LUCIE, SECTION 18, according to the plat thereof, as recorded in Plat Book 13, page 17, Public Records of St. Lucie County, Florida; thence along the East line of said Tract "O" South 26 degrees 54 minutes 12 seconds East, a distance of 319.32 feet; thence South 63 degrees 05 minutes 48 seconds West, a distance of 89.63 feet to the Point of Beginning; thence continue South 63 degrees 05 minutes 48 seconds West, a distance of 120.30 feet; thence South 26 degrees 54 minutes 12 seconds East, a distance of 120.20 feet; thence North 63 degrees 05 minutes 48 seconds East, a distance of 120.30 feet; thence North 26 degrees 54 minutes 12 seconds West, a distance of 40.20 feet; thence South 63 degrees 05 minutes 48 seconds West, a distance of 75.00 feet; thence North 26 degrees 54 minutes 12 seconds West, a distance of 40.00 feet; thence North 63 degrees 05 minutes 48 seconds East, a distance of 75.00 feet; thence North 26 degrees 54 minutes 12 seconds West, a distance of 40.00 feet to the Point of Beginning.

TOGETHER WITH A THIRTY FOOT EASEMENT for the purpose of ingress and egress to which the centerline is more particularly described as follows: Commencing at the Northeast corner of Tract "O", PORT ST. LUCIE, SECTION 18, according to the plat thereof, as recorded in Plat Book 13, page 17, Public Records of St. Lucie County, Florida; thence along the North line of said Tract "O" South 63 degrees 05 minutes 48 seconds West a distance of 58.00 feet to the Point of Beginning; thence South 26 degrees 54 minutes 12 seconds East, a distance of 285.00 feet; thence South 13 degrees 48 minutes 10 seconds West a distance of 25.49 feet; thence South 26 degrees 54 minutes 12 seconds East, a distance of 150.20 feet; thence South 63 degrees 05 minutes 48 seconds West, a distance of 150.30 feet; thence North 26 degrees 54 minutes 12 seconds West, a distance of 150.20 feet; thence North 63 degrees 05 minutes 48 seconds East, a distance of 150.30 feet to the Point of Termination.

OR BK 0719 PAGE 0129

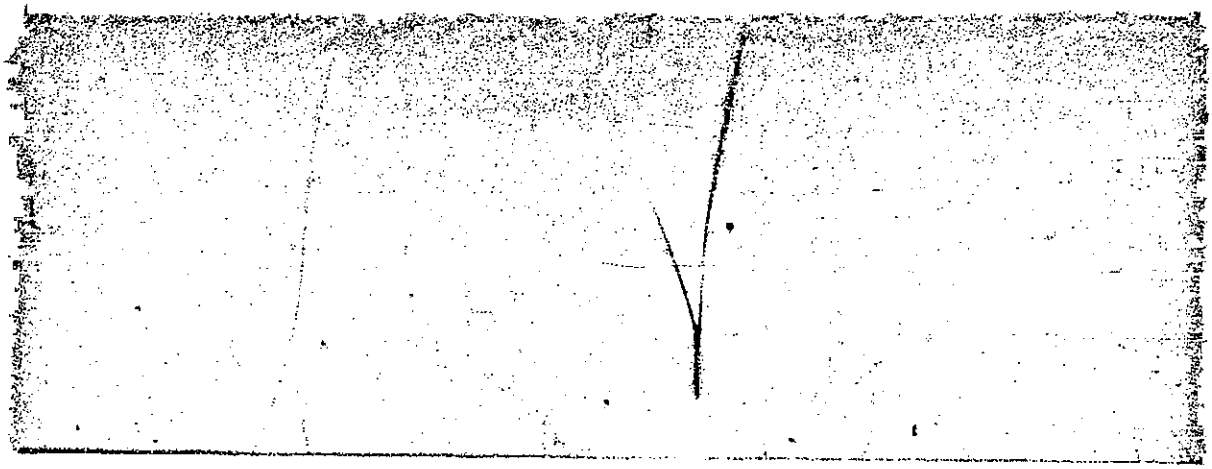


EXHIBIT B

Addition Premises

Existing Maintenance Building

Legal Description

Beginning at a point, said point being the northeast corner of Tract "O" as identified as Port St. Lucie Section 18 as of record in Plat Book 13, Page 17K; thence along the southern boundary of Thornhill Drive in a western direction a distance of 90 feet plus or minus and in a southerly direction parallel to the eastern property line a distance of 372 feet to the beginning point; thence along a line in a southern direction in line with the existing building a distance of 40 feet plus or minus to a point; thence along a line in a western direction a distance of 71 feet plus or minus to a point; thence along a line in a northern direction a distance of 40 feet plus or minus to a point; thence along a line in an eastern direction a distance of 71 feet plus or minus to the point of beginning and containing 2,840 square feet more or less.

0719 MEO 130

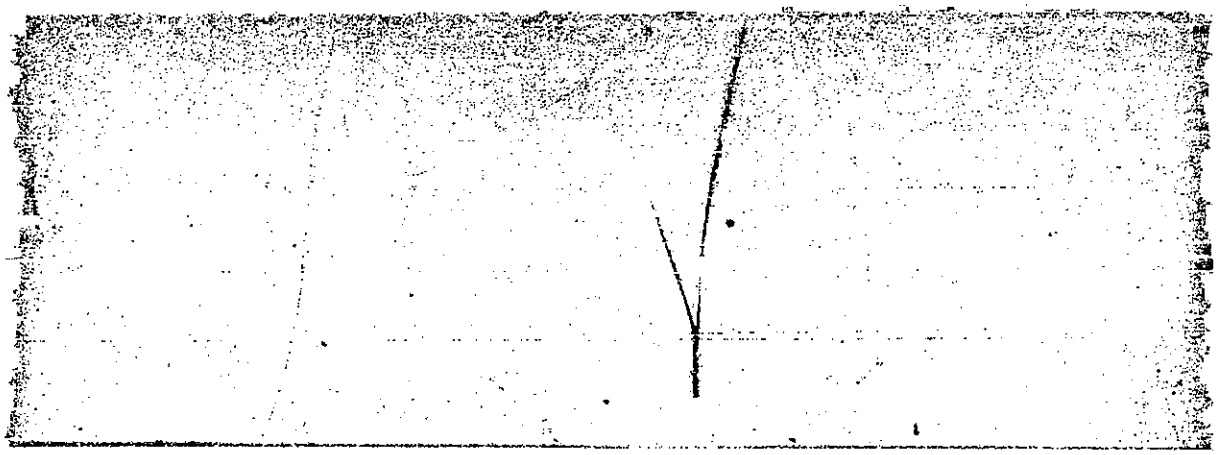
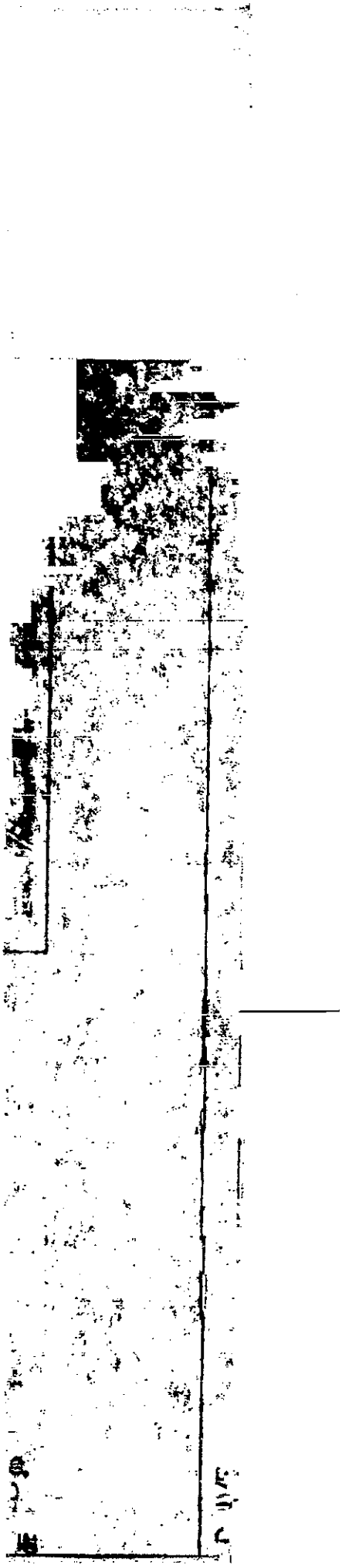


EXHIBIT C

Plot Plan

R0719 REC'D 31



ST. LUCIE COUNTY, FLORIDA.

CONTAINING 3.73 ACRES MORE OR LESS.

INGRESS & EGRESS EASEMENT:

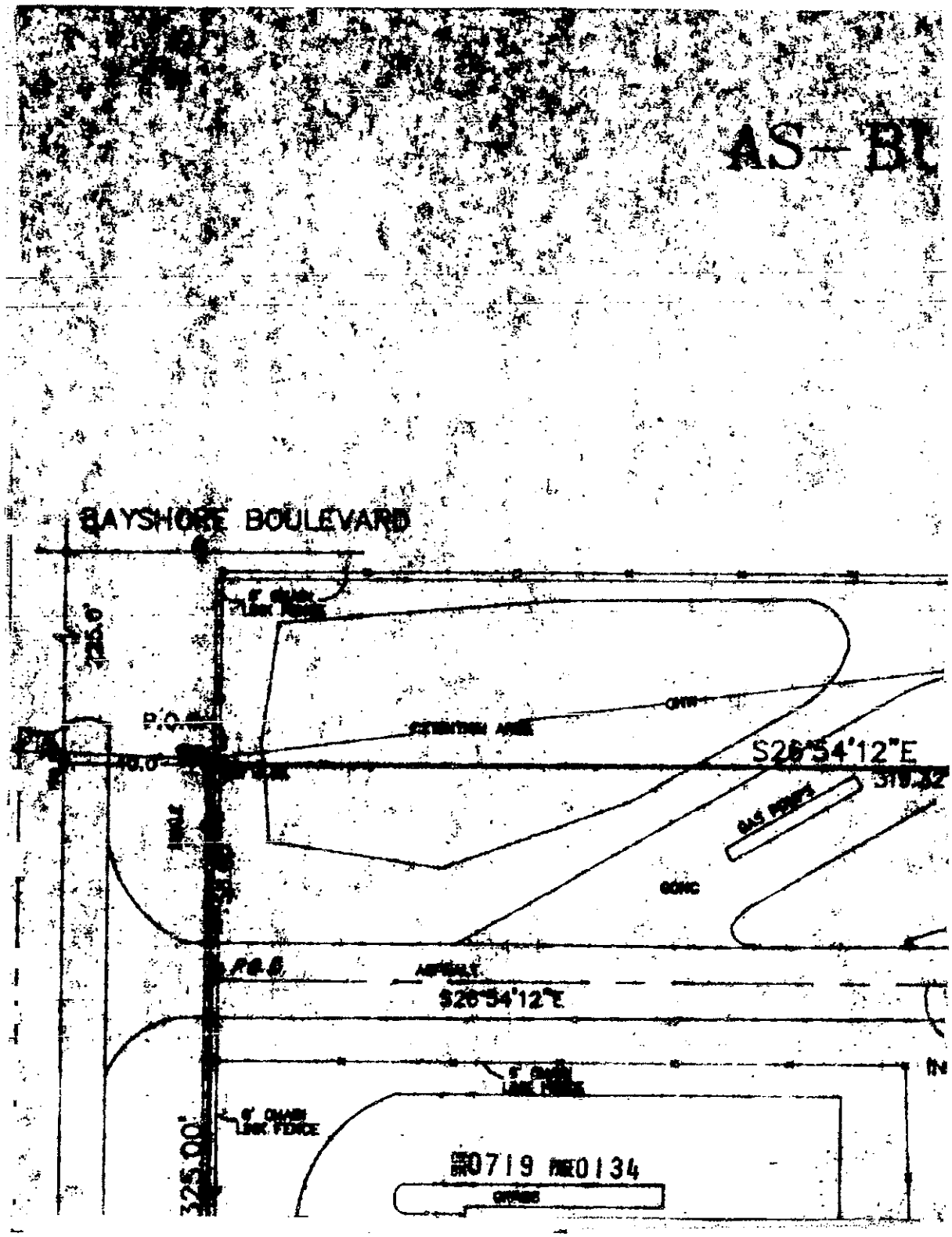
A THIRTY FOOT EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS TO WHICH THE CENTERLINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 'O', PORT ST. LUCIE SECTION 18, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRACT 'O' S63°05'48"W, A DISTANCE OF 58.00 FEET TO THE POINT OF BEGINNING; THENCE S26°54'12"E, A DISTANCE OF 285.00 FEET; THENCE S13°48'10"W, A DISTANCE OF 25.49 FEET; THENCE S26°54'12"E, A DISTANCE OF 150.20 FEET; THENCE S63°05'48"W, A DISTANCE OF 150.30 FEET; THENCE N26°54'12"W, A DISTANCE OF 150.20 FEET; THENCE N63°05'48"E, A DISTANCE OF 150.30 FEET TO THE POINT OF TERMINATION.

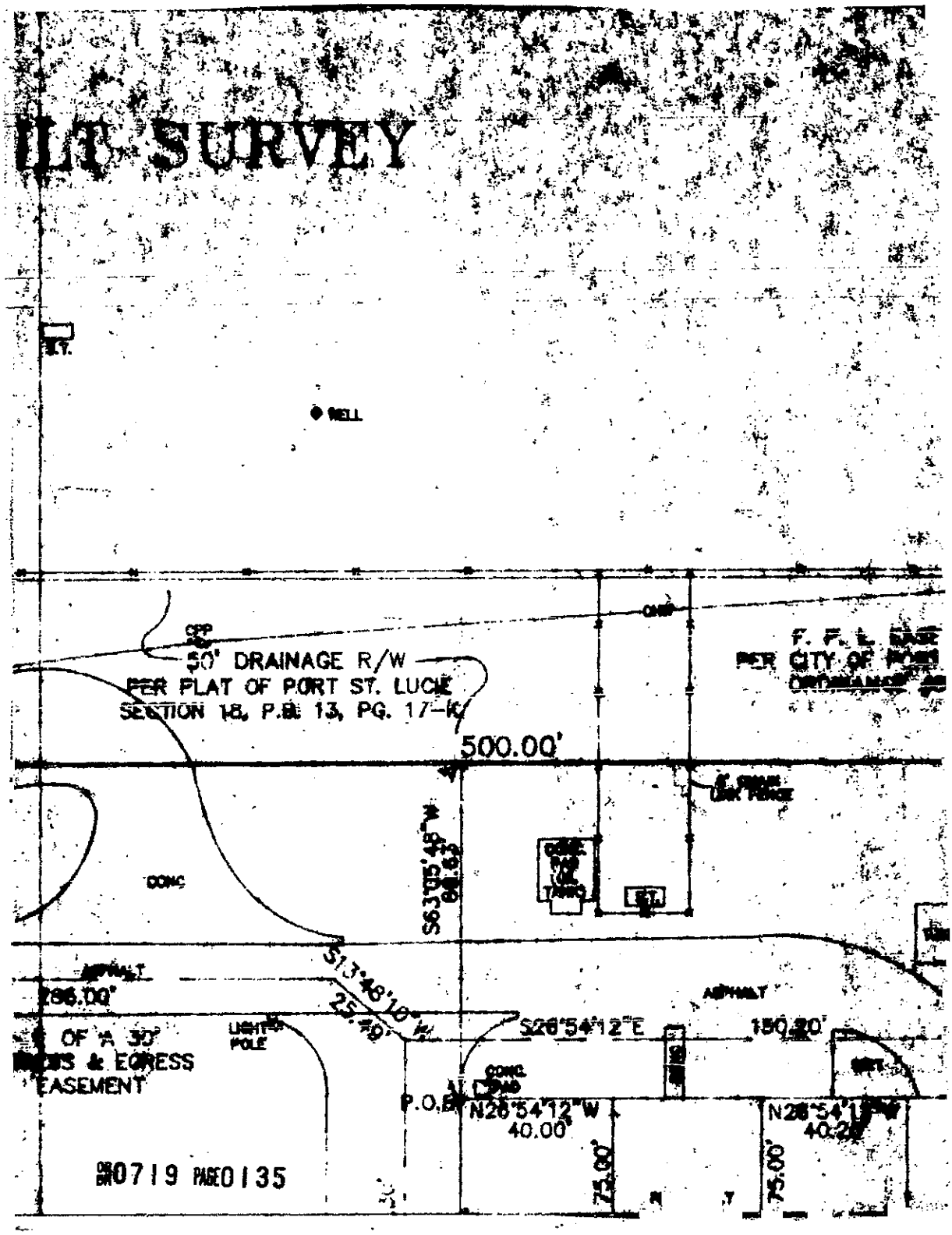
LEGAL DESCRIPTION – CORRUGATED METAL BUILDING:

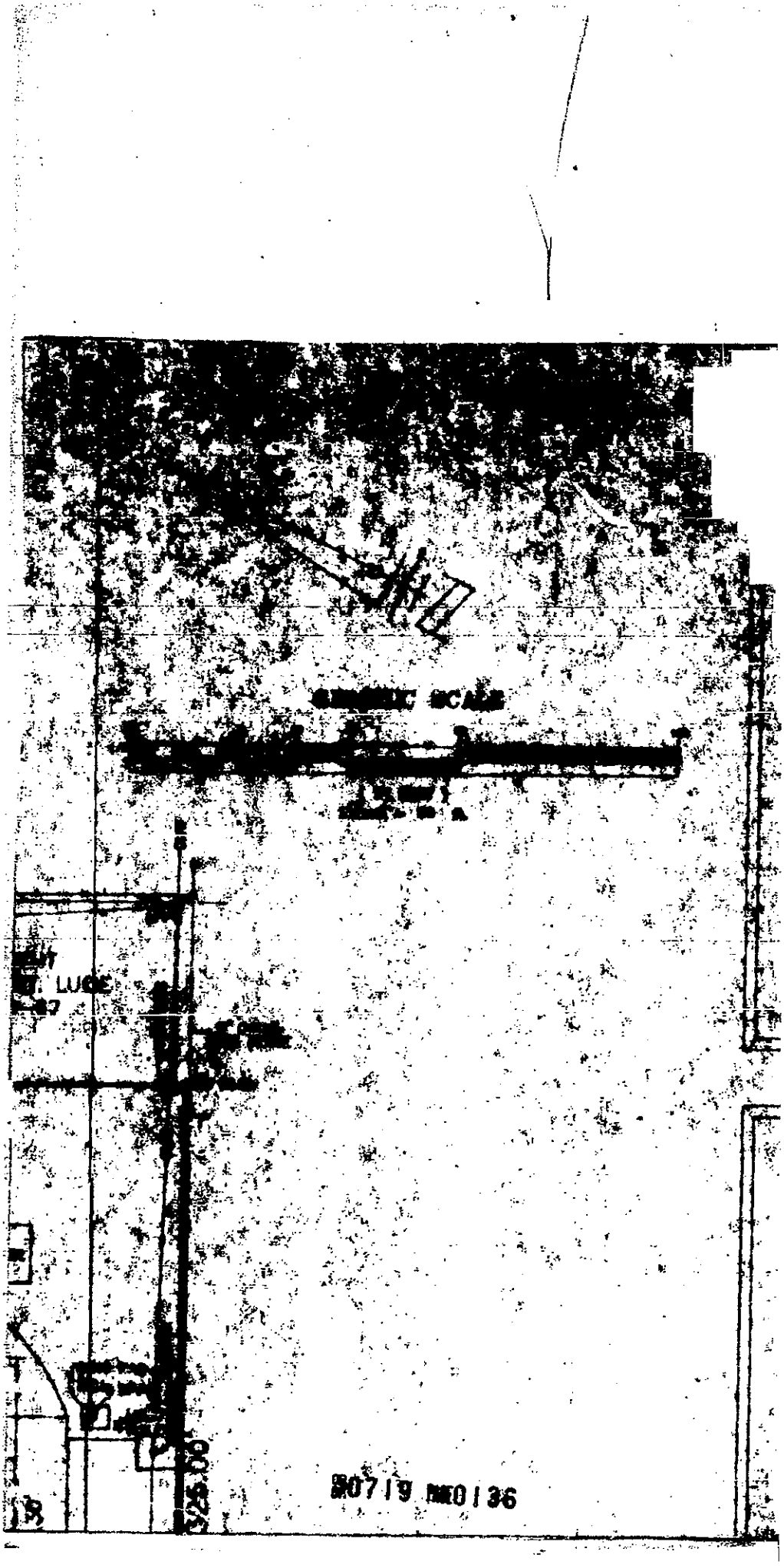
COMMENCING AT THE NORTHEAST CORNER OF TRACT 'O', PORT ST. LUCIE SECTION 18, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID TRACT 'O' S26°54'12"E, A DISTANCE OF 319.32 FEET; THENCE S63°05'48"W, A DISTANCE OF 89.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S63°05'48"W, A DISTANCE OF 120.30 FEET; THENCE S26°54'12"E, A DISTANCE OF 120.20 FEET; THENCE N63°05'48"E, A DISTANCE OF 120.30 FEET; THENCE N26°54'12"W, A DISTANCE OF 40.20 FEET; THENCE S63°05'48"W, A DISTANCE OF 75.00 FEET; THENCE N26°54'12"W, A DISTANCE OF 40.00 FEET; THENCE N63°05'48"E, A DISTANCE OF 75.00 FEET; THENCE N26°54'12"W, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

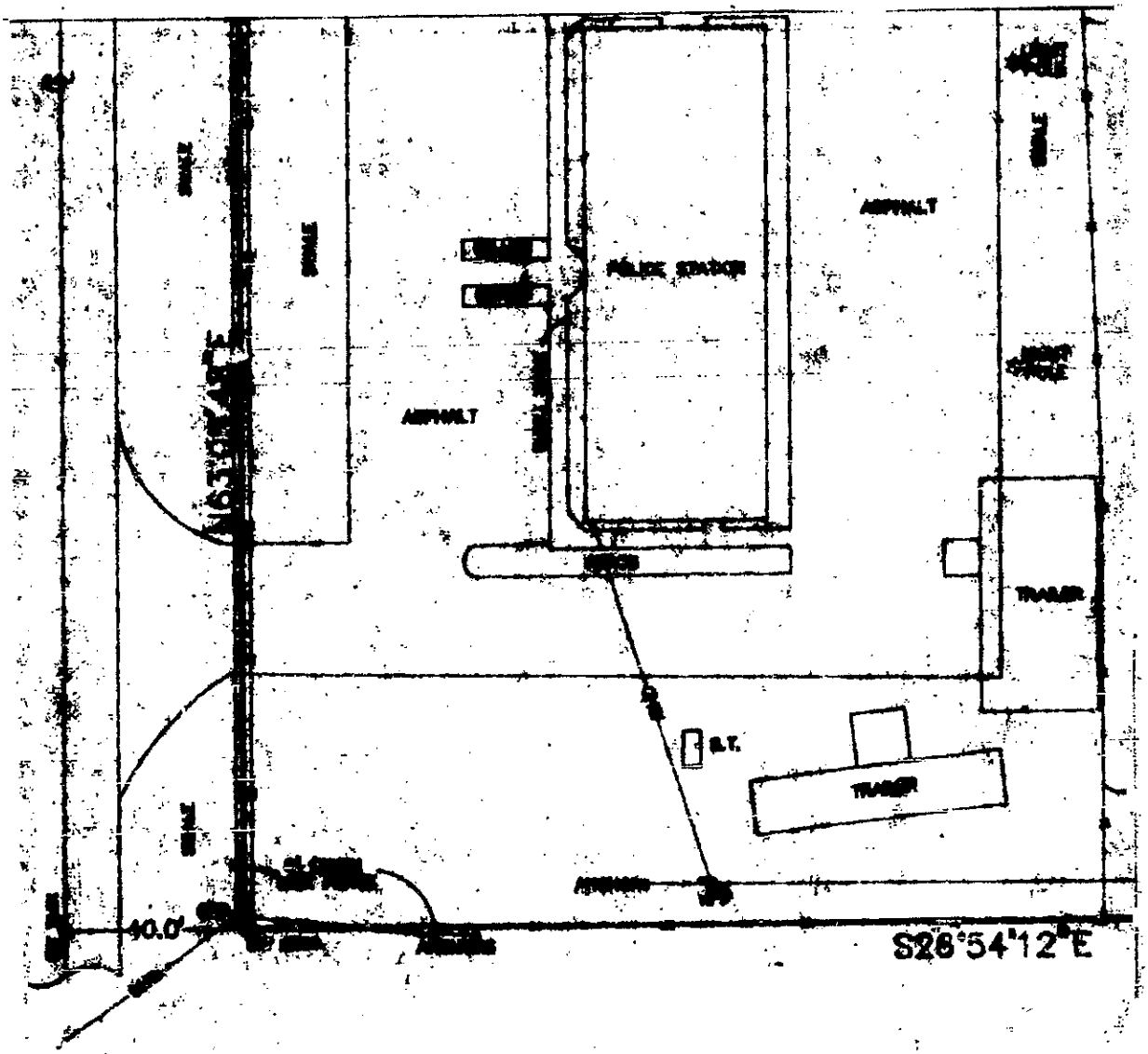
ORB 719 PG 0133


AS-BU
BAYSHORE BOULEVARD
P.O.B.
S26°54'12"E
319.32
P.O.B.
S26°54'12"E
325.00'
OR 719 PAGE 134

ILG SURVEY


WELL
50' DRAINAGE R/W
PER PLAT OF PORT ST. LUCIE
SECTION 18, P.B. 13, PG. 17-K
500.00'
S63°05'48"W
66.83'
CONC.
ASPHALT
286.00'
S13°48'10"E
25.70'
OF "A" 30'
INGRESS & EGRESS
EASEMENT
LIGHT POLE
S26°54'12"E
150.20'
ASPHALT
CONC.
P.O.B.
N26°54'12"W
40.00
75.00'
75.00'
OR BK 0719 PAGE 0135

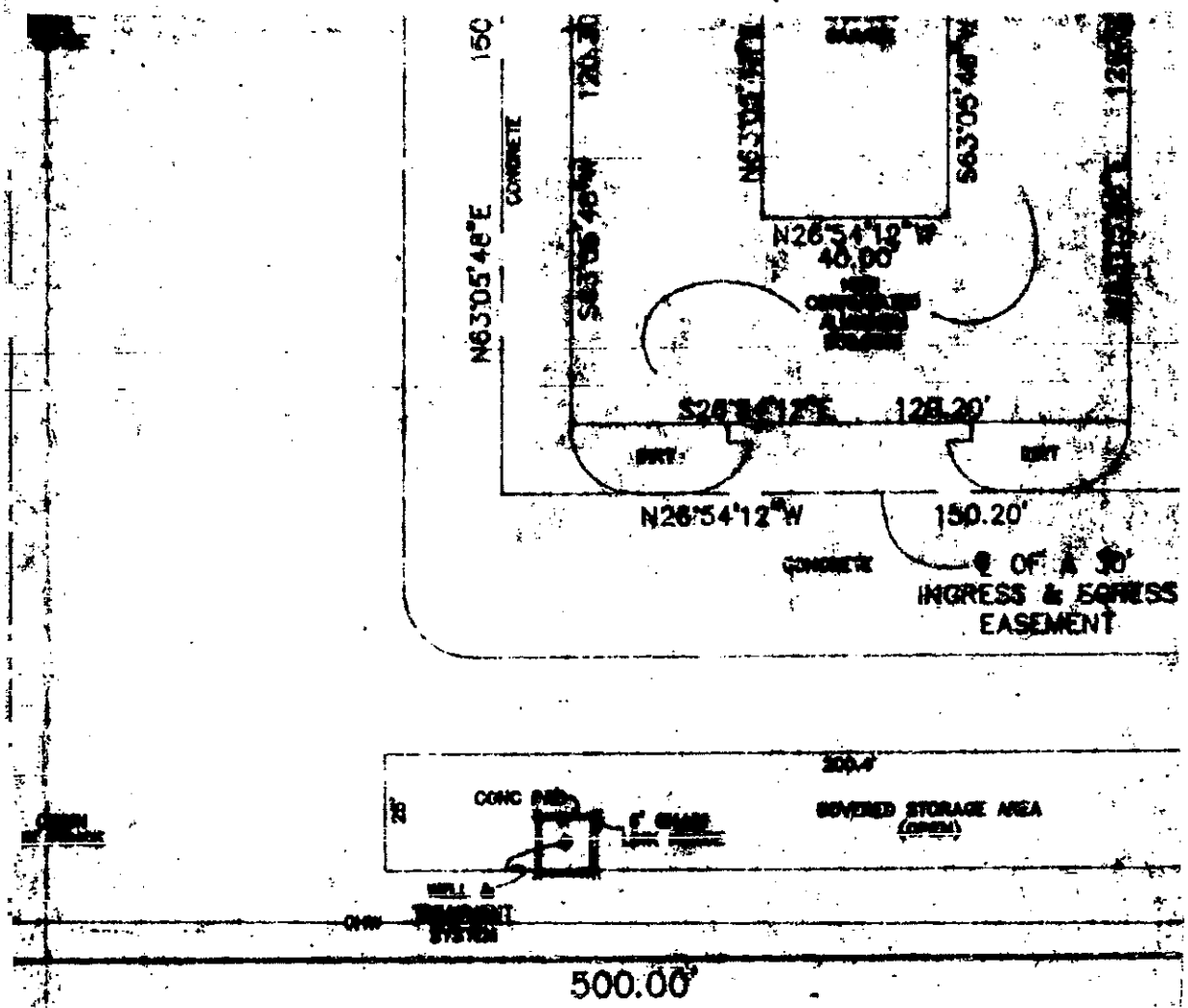

LUGE
807/9 RR0/36



SURVEY NOTES:

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]

[illegible]



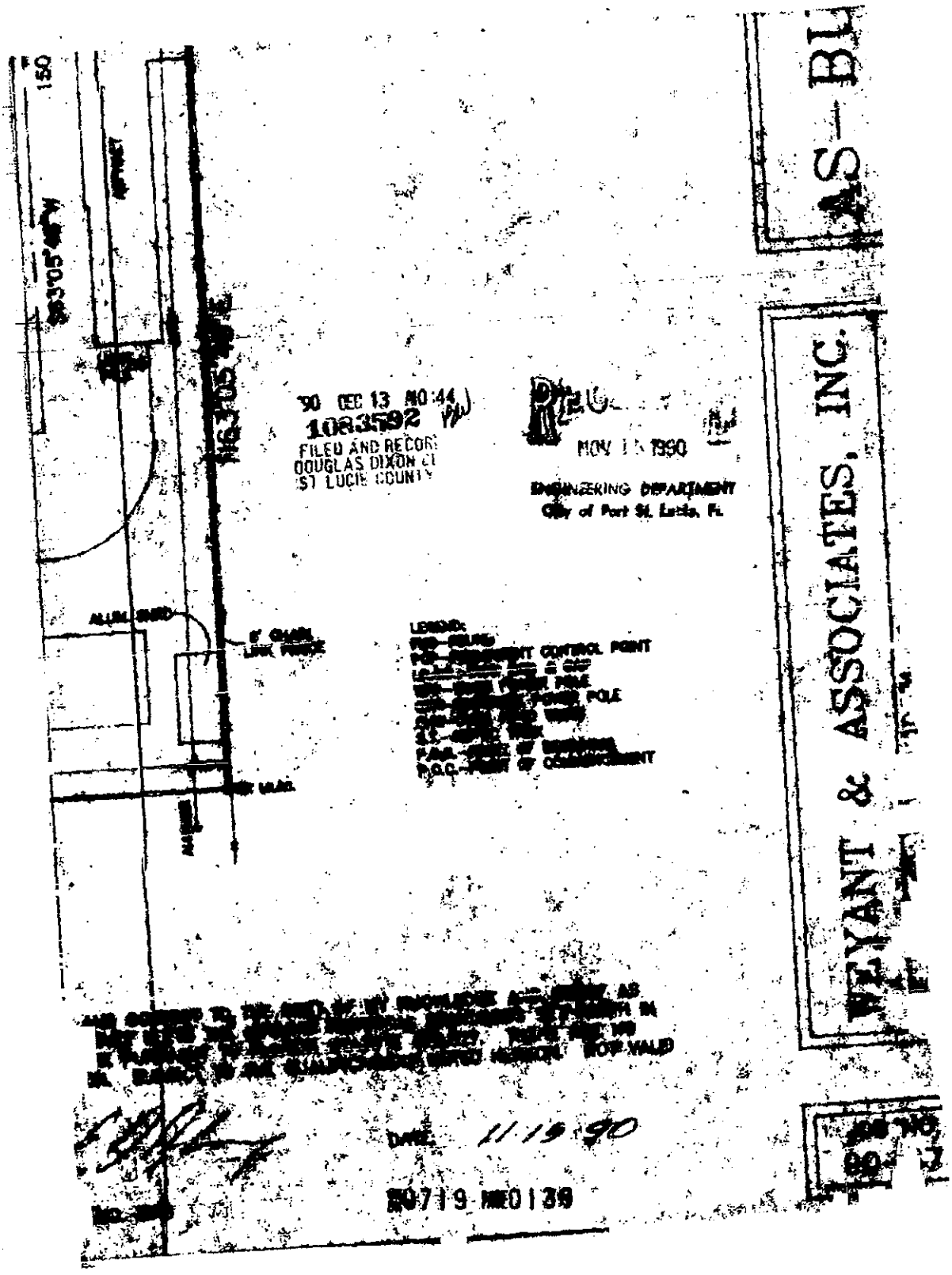
CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH OF SURVEY HEREON IS
SURVEYED UNDER MY RESPONSIBLE CHARGE. I FURTHER CERTIFY THAT
THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE FLORIDA BOARD OF LAND
SURVEYORS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY RULE 61G17-6 OF THE
FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA
STATUTES. THIS SURVEY IS NOT VALID
UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

DATE:

FLORIDA REG. NO.

807 19 PAGE 138


'90 DEC 13 A10:44
1083792
FILED AND RECOR
DOUGLAS DIXON C
ST LUCIE COUNTY
NOV 1 5 1990
ENGINEERING DEPARTMENT
City of Port St. Lucie, FL
LEGEND:
ALUM. FENCE
6' CHAIN LINK FENCE
POINT OF COMMENCEMENT
DATE: 11/15/90
90719 PG0139
BRYANT & ASSOCIATES, INC.

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1298405 OR BOOK 0880 PAGE 0140
Recorded: 01-13-94 11:20 A.M.

ST. LUCIE COUNTY UTILITIES DEPARTMENT

UNIFORM WATER AND SEWER EXTENSION AND SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 24th day of December 1993, by and between **CITY OF PORT ST. LUCIE**, a political subdivision of the State of Florida hereinafter referred to as "City", and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "Utility".

WHEREAS, City owns or controls lands located in St. Lucie County, Florida, and more fully described by legal description in Exhibit "A" and as shown on Exhibit "C", attached hereto and made a part hereof as if fully set out in this Agreement, and hereinafter referred to as the "Property" which is an existing Maintenance Facility; and,

WHEREAS, the City acknowledges that Utility has adopted by legally valid and binding resolutions a Uniform Extension Policy, Uniform Water and Sewer Service Policy, and Rates, Fees and Charges, as amended from time to time, which have the force of law; and govern the legal relationship between the City and Utility with respect to utility service provided to City's Property; and,

WHEREAS, the City understands that this contract for service in no way entitles the City to land densities which are greater than those allowed under the density provisions of the Comprehensive Plan of St. Lucie County, or to development rights as may otherwise be regulated by the Board of County Commissioners; and,

WHEREAS, the City has prepared project costs which have been certified by an engineer registered in the State of Florida for installation of the six (6") inch water main and the twelve inch (12") water main as shown on Exhibit "B1".

NOW THEREFORE, for and in consideration of these premises, City hereby covenants and agrees as follows:

1. Definitions. The definitions and references used in the Uniform Water and Sewer Service Policy and Uniform Extension Policy (District #1) shall be used for the purpose of interpreting the terms as used in this agreement and apply unless the context indicates a different meaning.

2. Payment. Upon execution of this Agreement, City shall not be responsible for the payment of guaranteed revenue fees in accordance with the St. Lucie County Uniform Extension Policy. Citt shall pay, in full, connection charges for all capacity reserved hereunder on the date of execution of this Agreement as provided in the Uniform Extension Policy. The payment schedule for City is set forth on Exhibit "B" to this Agreement.

11/18/93

94-28843

3. Equivalent Residential Connections Reserved. The parties agree that the capacity needed to provide service to the Properties is 3.0 equivalent residential connections (ERCs) for water service and 3.0 equivalent residential connections (ERCs) for sewer service.

4. On-Site Facilities. The City shall install two (2) Grinder Sewer Pumping Stations and the necessary appurtenances to connect to the existing County force main in the street right-of-way as shown on plans prepared by the City, being drawing No. 92-212, sheet 1 of 3, dated April, 1993. Said plans may be subject to revisions prior to final approval by Utility. These private sewer systems will be owned and maintained by the City.

5. Off-Site Facilities. The City shall provide, install, and dedicate to Utility all pipe, services, and appurtenances thereto in accordance with the Utility's standards and specifications as shown on Exhibit "D" and more particularly identified on plans drawn by Connelly & Wicker, Inc., being drawing No. 8807-4, dated February 1992, less and except gravity sewer system. Actual materials shall be as described on the final Bill-Of-Sale as prepared by the City and transmitted to the Utility for approval and acceptance in accordance with the Uniform Extension Policy. City will install approximately 115 linear feet of six (6") inch and 2,910 linear feet of twelve (12") inch water main.

a. The Utility hereby agrees to the installation of the 12" water line. The City, for consideration for oversizing the water main from 8" to 12" and shall be eligible for third party refunds as future connections are made to the water lines as shown on Exhibit "D". The Utility will collect from subsequent Developers who utilize such facilities and act as a transfer agent for return of such monies to the City. The differential cost of oversizing the water line is approximately $30,913.94 as shown on Exhibit "E". The breakdown for the remaining capacity available, is shown on Exhibit "F".

b. The City is to be reimbursed for any commercial ERC's based upon the number of ERC's as shown on Exhibit "F" and has requested that the residential ERC's be waived.

c. The term of the refund agreement shall be limited to seven (7) years after the date of execution of the Agreement.

6. Restrictive Covenant. City, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

a. Utility, or its successors, has the sole and exclusive right to provide all water and sewer facilities and services to the Property described in Exhibit "A" and to any property to which water and sewer service is actually rendered by Utility. All occupants of any residence or commercial improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall receive their water and sewer service from the aforesaid Utility and shall pay for the same in accordance with the rates, fees and charges adopted by Utility, the Uniform Water and Sewer Service Policy and the Uniform Extension Policy, for so long as the aforesaid Utility provides such services to the property; and, all occupants of any residence or commercial improvement erected or located on the property and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree, by occupying any premises on the Property, or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use water and sewer service from any source other than that provided by the Utility. However, there is excluded from this restriction, any water well or water source used solely and exclusively for the purpose of supplying water for air conditioning or irrigation on the Property.

b. Further, in order to give an additional and supplementary notice to all the future owners of any of the Property of the rights of Utility to provide the Property with water and sewer facilities and services and receive easements thereon, the City hereby covenants and agrees to have the above restrictive covenant included in the general subdivision restrictions and to place the same of record in the Public Records of St. Lucie County, Florida.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to City, shall be mailed or delivered to Developer at:

City Engineer
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

and if to the Utility at:

St. Lucie County Utilities Administrator
250 N.W. Country Club Drive
Port St. Lucie, FL 34986

St. Lucie County Administrator
2300 Virginia Ave. Annex
Fort Pierce, Florida 34982

St. Lucie County Attorney
2300 Virginia Ave. Annex
Fort Pierce, Florida 34982

MISCELLANEOUS PROVISIONS

8. Recordation of Agreement - Upon completion of execution of this Agreement by City and Utility, Utility shall, at City's expense, cause this Agreement to be recorded with the Clerk of Court of St. Lucie County.

9. Venue of any action to enforce the terms of this Agreement shall be in St. Lucie County if filed in state court and in the Southern District of Florida if filed in federal court.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto.

IN WITNESS WHEREOF, City and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

UTILITY:

ATTEST:

WITNESSES:

ST. LUCIE COUNTY, FLORIDA

By: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS

_____
COUNTY ATTORNEY

CITY:

WITNESSES:

By: Donald Cooper City Manager
Title:

FOR CITY:

STATE OF Florida

COUNTY OF St. Lucie

The forgoing instrument was acknowledged before me this 9th day of December, 1993, by Donald B Cooper.

Notary Public – State of

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN.23,1994
BONDED THRU GENERAL INS. UND.

City PSL Maint. Facility 5

94-28843

OR BOOK 0880 PAGE 0144

EXHIBIT "A"

LEGAL DESCRIPTION

CITY - MAINTENANCE FACILITY

TRACT O, PORT ST. LUCIE SECTION 18, AS RECORDED IN PLAT BOOK 13, PAGES 17 THRU 17K, ST. LUCIE COUNTY, FLORIDA.

OR BOOK 0880 PAGE 0145

EXHIBIT "B"

COMMERCIAL PAYMENT SCHEDULE
ST. LUCIE COUNTY UTILITIES-DISTRICT #1

PROJECT NAME: City of P.S.L. Maintenance Facility

WATER:	1) WATER PLANT CAPACITY CHARGE: 3.0 ERC's x $1,000.00	=$ 3,000.00
	BASIS: Maintenance facility well metered at 770 gpd/250 gpd (1 ERC) = 3.0 ERC's.	
	2) WATER LINE CHARGE: 3.0 ERC's X $200.00	=$ 600.00
	3) WATER METER CONNECTION CHARGE: 2 - 1" Meter x $200.00	=$ 400.00
TOTAL WATER CHARGES:		=$ 4,000.00
SEWER:	1) SEWER PLANT CHARGE: 3.0 ERC's x $1,300.00	=$ 3,900.00
	2) SEWER LINE CHARGE: 3.0 ERC's x $200.00	=$ 600.00
TOTAL SEWER CHARGES:		=$ 4,500.00
TOTAL WATER AND SEWER CHARGES:		=$ 8,500.00
WATER & SEWER SECURITY DEPOSIT: (Not Applicable)		
DOCUMENT RECORDING FEES: 12 pages ($6.00 first page and $4.50 for each additional page.)		=$ 55.50
INSPECTION FEES: (Per Uniform Extension Policy) (2% of Certified Construction Costs of $139,501.22)		=$ 2,790.02
TOTAL ALL CHARGES:		=$11,345.52

OR BOOK 0880 PAGE 0145

94-28843

EXHIBIT "B1"

Actual Construction Costs

Water and Sanitary Sewer Improvements
Thornhill Drive City Maintenance Yard

City of Port St. Lucie, Florida

I. Water System Improvements

A. Bayshore Boulevard & Thornhill

6-Inch PVC Water Mains	115 LF @ $7.12	$ 818.80
12-Inch PVC Water Mains	2,910 LF @ $15.25	44,377.50
6-Inch Gate Valves	2 @ $333.00	666.00
12-Inch Gate Valves	4 @ $786.00	3,144.00
Fire Hydrants	5 @ $1,750.00	8,750.00
Bore & Jack Under Port St. Lucie Blvd.	1 @ $19,000.00	19,000.00
Ductile Iron Fittings	3.13 Tons @ $3,988.00	12,482.44
1-Inch Double Services	76 LF @ $26.00	1,976.00
Blowoffs	7 @ $260.00	1,820.00
Remove & Replace Asphalt	236 LF @ $27.50	6,490.00
Remove & Replace Concrete Walks	75 @ $14.00	1,050.00
Seed & Mulch	4,000 LF @ $1.85	4,255.00
Sod		2,743.00
Mobilization		10,385.48
Jack & Bore Turnpike		9,443.00
Jack & Bore Bayshore		12,100.00
	Total, Water	$139,501.22

These figures represent actual quantities and costs for this job.

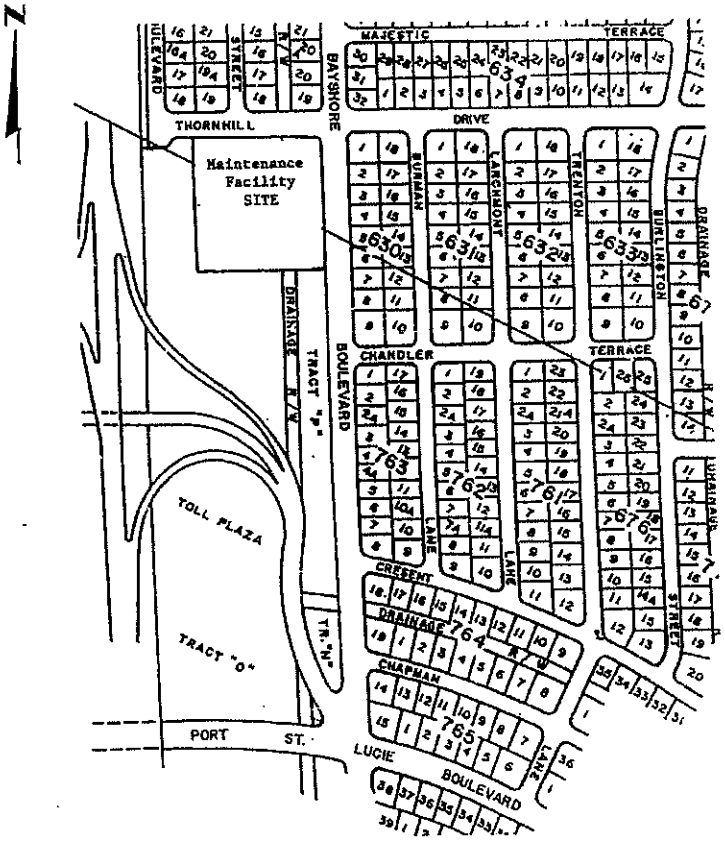
City PSL Maint. Facility 8

94-29843

OR BOOK 0880 PAGE 0147

EXHIBIT "C"

SITE AREA



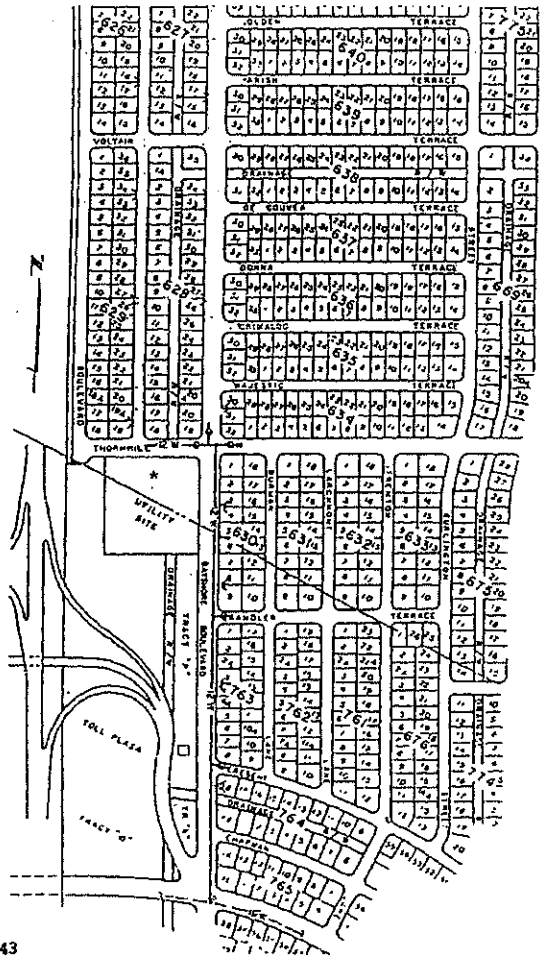
City PSL Maint. Facility 9

94-28843

OR BOOK 0880 PAGE 0148

EXHIBIT "D "

OFF-SITE



94-28843

City PSL Maint. Facility 10

OR BOOK 0880 PAGE 0149

EXHIBIT "E1"

ENGINEERING COST ESTIMATES FOR OVERSIZING

Water Main Oversizing
Bayshore Boulevard & Thornhill Drive
Construction Cost Estimate

1)	12-inch PVC Pipe	2910 L.F. @ $15.25	$44,377.50
2)	Ductile Iron Fittings	3.13 Tons @ $3,988.00	12,482.44
3)	12-inch Gate Valves	4 Each @ $786.00	3,144.00
4)	Bore & Jack Under Port St. Lucie Blvd. 24-inch ID	1 Each @ $19,000.00	19,000.00
			$79,003.94

1)	8-inch PVC Pipe	2910 L.F. @ $9.00	$26,190.00
2)	Ductile Iron Fitting	1.3 Tons @ $3,000.00	3,900.00
3)	8-inch Gate Valves	4 Each @ $500.00	2,000.00
4)	Bore & Jack Under Port St. Lucie Blvd. 16-inch ID	1 Each @ $16,000.00	16,000.00
			$48,090.00

Total Difference = $30,913.94

OR BOOK 0880 PAGE 0150

EXHIBIT "F"

REIMBURSEMENT CALCULATIONS

OVERSIZED FACILITIES:	Exhibit "E"	=$ 79,003.94
REQUIRED FACILITIES:	Exhibit "E"	=$ 48,090.00
		$ 30,913.94

WATER MAIN:

Oversize of 8" water line to 12" (Exhibit "E1")
Approximately 2,910 Linear feet. =$ 30,913.94

ERC BASIS:

FUTURE WATER CONNECTIONS:

ZONED RESIDENTIAL
(20 SINGLE FAMILY LOTS) 20.0 ERCs
Blocks 630, 634 & 763

ZONED GENERAL COMMERCIAL
2 LOTS, BLOCK 628 (Minimum 160 Front Footage) 1 Parcel
(20,000 sf x 20% = 4,000 sf x 0.1 gpd = 400 gpd/250 (1 ERC) = 1.6 ERCs

TOTAL = 21.6 ERCs

Refund amount = $ 30,913.94 =$ 1,431.20*
21.6 ERCs (Payback per ERC)

* In accordance with paragraph 5. b, the payback of $1,431.20 per ERC shall only apply to commercial connections.

94-28843

OR BOOK 0880 PAGE 0151

Date: April 5, 1996
Prepared under the supervision of:
Diane G. LeRoy, Attorney
Florida Department of Transportation
Turnpike District
605 Suwannee Street
Tallahassee, Florida 32301

Return to:
City of Port St. Lucie
Legal Department (E)
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

WPI NO.: **0150467**
PARCEL NO.: **222**
COUNTY: **St. Lucie County**
OLD PARCEL NUMBER: Part of 100.1-R

QUITCLAIM DEED

THIS INDENTURE, made this 8th day of April 1996, by and between the STATE OF FLORIDA, by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as party of the First Part and the City of Port St. Lucie, a Florida Municipal Corporation, the Party of the Second Part.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Party of the First Part, by action of the District Secretary on May 1, 1995 pursuant to the provisions of Section 337.25, Florida Statutes has agreed to quitclaim the land hereinafter described to the Party of the Second Part;

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part for and in consideration of the premises and the sum of One Dollar and other valuable consideration to it paid by the Party of the Second Part, assigns forever, all right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described in Exhibit "A" attached hereto and made a part hereof except that the Party of the First Part hereby reserves for itself, its successors and assigns in perpetuity, an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said property described in Exhibit "A"and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same. In addition, that the party of the first part imposes the following restriction on the property herein conveyed which will run with the land in perpetuity and be binding on all successors in title: No commercial transmission or receiving devices which carry signals that could cause interference with the operations of the party of the first part may be placed or constructed on the property.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party of the Second Part.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances.

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1472693 OR BOOK 1014 PAGE 2490
Recorded: 05-14-96 03:53 P.M.

IN WITNESS WHEREOF, the State of Florida Department of Transportation caused these presents to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed, sealed and
delivered in our presence
as witnesses:

Print name: Brian Gochar

Print name: Pam Brantley

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
James L. Ely
District Secretary
Turnpike District

Attest: Linda B. Smith
Executive Secretary
Turnpike District

Legal review: _____
Print name: Bruce W. LeRoy

STATE OF FLORIDA
COUNTY OF

BEFORE ME, the undersigned authority, this day personally appeared, James L. Ely, District Secretary, Turnpike District, and Linda B. Smith, Executive Secretary, Turnpike District, of the State of Florida Department of Transportation, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposed therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 8th day of April, 1996.

(NOTARIAL SEAL)

Cathy V. Goodman
Notary Public

CATHY V. GOODMAN
MY COMMISSION # CC 347670
EXPIRES: January 29, 1998
Bonded Thru Notary Public Underwriters

222 qrd

OR BOOK 1014 PAGE 2491

EXHIBIT "A"

Parcel No.: 222
Section No.: N/A
W.P.I. No.: 0150467
S.R. No.: 91
County: St. Lucie

PARCEL "O-1"

A portion of tract "O" of "Port St. Lucie Section 18" as recorded in plat book 13, pages 17 and 17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:

COMMENCING at the Northeast Corner of said tract "O", thence South 63°05'48" West along the North line of said tract "O" a distance of 325.00 feet to the **POINT OF BEGINNING** of this description; thence South 26°54'12" East a distance of 500.00 feet, thence South 63°05'48" West a distance of 105.00 feet, thence North 37°58'10" West a distance of 484.00 feet to the Northwest Corner of said tract "O", thence North 63°05'48" East along the North line of said tract "O" a distance of 87.90 feet to a point of non tangent curve; thence Northerly and Easterly along said North line and along the arc of said curve to the right (concave Southeasterly) having a radius of 25.00 feet, a central angle of 90°00'00" (chord bearing N18°05'48"E), an arc distance of 39.27 feet to the Point of Tangency, thence North 63°05'48" East along said North line a distance of 85.00 feet to the **POINT OF BEGINNING**.

Said lands situate in the City of Port St. Lucie, Florida; containing 1.711 acres more or less.

Parcel "O-2"

A portion of tract "O" of "Port St. Lucie Section 18" as recorded in plat book 13, pages 17 and 17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:

COMMENCING at the Northeast Corner of said tract "O", thence South 26°54'12" East along said East line of said tract "O" a distance of 500.00 feet to the **POINT OF BEGINNING** of this description; thence continue South 26°54'12" East along said East line a distance of 303.00 feet, thence North 81°43'58" West a distance of 526.03 feet, thence North 63°05' 48" East a distance of 430.00 feet to the **POINT OF BEGINNING.**

Said lands situate in the City of Port St. Lucie, Florida, containing 1.496 acres more or less.

Said parcels containing a total of 3.207 acres.

Reserving all rights of access, egress, ingress, light, air, and view between the above described property and State Road 91 (Florida's Turnpike).

This description derived from the right-of-way map of Sunshine State Parkway Section 6, St. Lucie County, Florida, State Contract No. 6.3.

Record and return to:
Weiss Serota Helfman
Pastoriza & Guedes, P.A.
2665 S. Bayshore Dr., # 420
Miami, FL 33133

BELLSOUTH MOBILITY, INC.
SITE LEASE AGREEMENT

Site ID: St. Lucie West -02
Site Address: 450 S.W. Thornhill Drive
Port St. Lucie, Florida 34984

---

1. Premises and Use. The City of Port St. Lucie, a Florida municipal corporation ("Owner"), leases to BellSouth Mobility Inc. ("BMI"), the Site described in Exhibit "B."

In location(s) ("Site") shown on Exhibit "A," together with a non-exclusive easement for reasonable access thereto and, in the discretion of BMI, source of electric telephone facilities. The Site will be used by BMI for the purpose of installing, removing, replacing, maintaining and operating, at its expense, a personal communication service system facility ("PCS"), including, without limitation, related antenna equipment and fixtures. BMI will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

Owner also hereby grants to BMI the right to survey said Property, and the legal description on said survey shall then become Exhibit "B," which shall be attached hereto and made a part hereof and shall control in the event of discrepancies between it and Exhibit "A." Owner grants BMI the right to take measurements, make calculations, and to note other structures, setbacks, uses, or other information as deemed by BMI to be relevant and pertinent, as such information relates to Owner's real property, leased or otherwise abutting or surrounding the Property. Cost for such survey work shall be borne by BMI. To the extent owner owns adjacent lands, Owner grants BMI the right to use adjoining and adjacent land as is required during construction, installation, maintenance, and operation of the Communication Facility.

2. Term. The term of this Agreement (the "Initial Term") shall commence on the date BMI signs this Agreement, or if BMI signs first, the date Owner signs this Agreement. The Initial Term shall be the period of time from that date to the 5th anniversary of the Rent Start Date. This Agreement will be automatically renewed for four (4) additional terms (each a "Renewal Term") of five (5) years each commencing on each five (5) year anniversary of the Rent Start Date, unless BMI provides Owner notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. After the first Renewal Term should BMI fail to reasonably cooperate with the City under the terms of this Agreement, the City is not obligated to automatically renew said Agreement. The City must give BMI written notice within ninety (90) days prior to expiration if this Agreement of its intent not to renew.

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number:1772984 OR BOOK 1269 PAGE 2522
Recorded: 12-22-99 12:55 P.M.

3. Rent.

4. Title and Quite Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that BMI is entitled access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as BMI is not in default beyond the expiration of any cure period. BMI's access to the Site "at all times" means: That BMI's access shall be seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five (365) days a year. BMI shall have full, total and complete access rights to the Site at any time, with or without notice, and Owner agrees to provide BMI, contemporaneous with the signing of this Agreement, such access information, cards or keys as may be necessary to grant access. Owner agrees that in most cases simply giving the phone number of a maintenance person is insufficient for BMI's purposes and a key, access card or other self-executing method for entry or access is required. Owner agrees and understands that access is a material inducement to BMI making, executing and delivering this Agreement and specifically agrees that should Owner fail, refuse or neglect to grant BMI access pursuant to the terms of this Agreement, it shall be deemed a material default of the PCS Site Agreement, and (e) that Owner shall not have unsupervised access to the PCS equipment.

5. Assignment/Subletting. BMI will not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, BMI may assign without Owner's prior written consent to any party controlling, controlled by or under common control with BMI or to any party which acquires substantially all of the assets of BMI. BMI may sublet the Site but shall remain fully liable to Owner under this Agreement.

6. Notices. All notices must be in writing and are effective when deposited in the U.S. Mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Owner: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
Attn.: City Manager
(561) 871-5163

OR BOOK 1269 PAGE 2523

BMI: BellSouth Mobility, Inc.
5201 Congress Avenue
Boca Raton, Florida 33487
Attn.: Network Real Estate Manager
(561) 995-3000

7. Improvements. BMI may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of a transmitter site for wireless voice and data communications. Owner agrees to cooperate with BMI with respect to obtaining any required zoning approvals for the Site and such improvements.

Upon termination or expiration of this Agreement, BMI may remove its equipment and improvements (excluding landscaping or plant life) and will restore the Site to the condition existing on the commencement of this Agreement, except for ordinary wear and tear. Upon request, Owner will waive or otherwise subordinate any lien rights it might have in order to facilitate BMI's financing of the said improvements and will execute such documents as may be reasonably necessary.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. BMI will substantially comply with all applicable laws relating to its possession and use of the Site, including, without limitation, posting requirements of the Federal Communications Commission.

9. Interference. BMI will remove technical interference problems with other equipment located at the Site as of the commencement date of this Agreement or any equipment that becomes attached to the Site at any future date when BMI desires to add additional equipment to the Site. Likewise, Owner will not permit the installation of any future equipment, upgrades or enhancements by others which results in technical interference problems with BMI's then existing equipment. Upon written notice to BMI, BMI shall be given a reasonable time to cure said interference.

As a condition of approval, any proposed tower or antennae shall not cause interference with the use of radio, television or telephone broadcasting and reception.

Interference as a result of any approved tower or antennae shall be considered a violation of the special exception approving the tower and may result in the revocation of the special exception. Such interference may further be considered a public nuisance and the City may order abatement of the same including, but not limited to, requiring removal of the tower.

OR BOOK 1269 PAGE 2524

10. Utilities. Owner represents that utilities adequate for BMI's use of the Site are available. BMI will pay for all utilities used by it at the Site. Owner will cooperate with BMI's efforts to obtain utilities from any location provided by Owner or the servicing utility.

11. Termination. BMI may terminate this Agreement at any time with written notice to Owner without further liability if BMI does not obtain all permits or other approvals (collectively "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership, or appropriately clear title to the Site or authority to enter into this Agreement, or if BMI determines that it will be unable to use the Site for its intended purpose. Upon termination, all prepaid rent shall be retained by Owner.

12. Default. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of written notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of written notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

13. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. BMI shall not introduce or use any such substance on the Site in violation of any applicable law.

14. Insurance.

BMI will provide a certificate of insurance upon execution of this lease Agreement naming the City of Port St. Lucie as an additional insured. The certificate of insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse change, cancellation or non-renewal of coverage thereunder. BMI will maintain in effect a policy or policies of insurance covering personal property located

on the leased property and BMI's improvements to the leased property paid for and installed by BMI providing protection against any peril included under insurance industry practice within the classification "fire and extended coverage."

15. Taxes. BMI shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Property. BMI shall reimburse the Owner as additional rent for any increases in real estate taxes levied against the Property which are directly attributable to the improvements constructed by BMI and are not separately levied or assessed against BMI's improvements by the taxing authority.

16. Removal. BMI upon termination of this Agreement, shall, within a reasonable period of time, remove its personal property and fixtures and restore the Property to its original above grade condition, reasonable wear and tear accepted. At Owner's option when this Agreement is terminated and upon Owner's advanced written notice to BMI, BMI will leave the foundation and security fence to become property of the Owner. If BMI remains on the Property after termination of this Agreement, BMI shall pay rent at the then existing monthly rate or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal of property and fixtures are completed.

(a) Obsolete and unused towers. Any obsolete or unused tower shall be removed after twelve (12) months of non-use. A removal bond or irrevocable letter of credit equal to the following shall be required prior to obtaining final site development permits.

1. Towers up to 150 feet in height = $15,000
2. Towers 151 to 200 feet in height = $20,000
3. Towers 201 to 300 feet in height = $25,000

Tower height shall be measured from the base of the structure.

17. Owner and BMI agree that this Lease Agreement will be forwarded for recording or filing in the appropriate office of St. Lucie County and Owner and BMI agree to take such actions as may be necessary to permit such recording or filing.

BMI, at BMI's option and expense, may obtain title insurance on the space leased herein. Owner, shall cooperate with BMI's efforts to obtain such title insurance policy by executing documents, or at BMI's expense, obtaining requested documentation as required by the title insurance company. If title is found to be defective, Owner shall use diligent effort to cure defects in title. At BMI's option, should the Owner fail to provide requested documentation within thirty (30) days of BMI's request, or fail to provide the Non-Disturbance instrument(s), BMI may withhold and accrue the monthly rental until such time as the requested document(s) are received, or if title is found to be defective and Owner has failed to cure the defects within a reasonable period, BMI may cancel this Agreement or cure the title defect at Owner's expense utilizing the withheld payments.

18. In connection with any litigation arising out of this Agreement, the prevailing party, whether Owner or BMI, shall be entitled to recover all reasonable costs incurred including reasonable attorneys' fees for services rendered in connection with any enforcement of breach of contract, including appellate proceedings and post judgment proceedings.

19. BMI shall design the tower and facility to allow for at least one other telecommunications provider. The availability of the tower shall be subject to the structural limitations as may be imposed by current or future regulations.

In the event interference is encountered, the proposed additional provider will exercise its best efforts to promptly and diligently resolve such problems immediately after notice by BMI. In the event that such efforts are unsuccessful, the proposed additional provider shall notify BMI in writing. BMI may at its option (1) attempt to resolve said interference problems at a cost approved and reimbursed by proposed additional provider, or (2) immediately have proposed additional provider cease and desist use of the tower and within thirty (30) days remove its antennas from BMI's tower. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules regulations of the Federal Communications Commission and/or interference of BMI's use, transmittal, or communications. Owner shall have the right to approve additional providers on the facility, said approval shall not be unreasonably withheld.

BMI shall allow the City of Port St. Lucie and/or St. Lucie County to co-locate its 800 MHZ System on this tower at no additional costs to the City and/or County. The City and/or County shall provide for the installation of the 800 MHZ system at its own cost. The City and/or County shall not cause interference with BMI's existing use of said tower.

20. Sale of Property. Should the Owner, at any time during the term of this Agreement, decide to sell all or any part of his real property which includes the parcel of property leased by BMI herein and/or the right-of-way thereto to a purchaser other than BMI, such sale shall be under and subject to this Agreement and BMI rights hereunder.

21. Casualty. If BMI's Communications Facility or improvements are damaged or destroyed by fire or other casualty, BMI shall not be required to repair or replace the Communications Facility or any of BMI's improvements made by BMI. BMI shall not be required to expend for repairs more than 50 percent (50%) of the replacement value of the Communications Facility or any improvements. Additionally, if completion of the repairs is not possible within one hundred twenty (120) days following the date of the damage or destruction. BMI may terminate this Agreement by giving written notice to Owner. Termination shall be effective immediately after such notice is given. Upon such termination, this Agreement shall become null and void and Owner and BMI shall have no other further obligations to each other, other than BMI's obligation to remove its property as hereinafter provided.

22. Inspections. Owner shall permit BMI or BMI's employees, agents and contractors free ingress and egress to the property by BMI or its employees, agents and contractors to conduct inspections (including Phase I and Phase II audits), radio frequency tests and such other tests, investigations and similar activities as BMI may deem necessary, at the sole cost of BMI. The scope, sequence and timing of the inspections shall be at the sole discretion of BMI; upon reasonable notification to Owner, the inspections may be commenced during normal business hours, for the duration of the Agreement. BMI and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the property and the Owner's surrounding property to conduct such tests, investigations and similar activities. BMI shall indemnify and hold Owner harmless against any loss of damage for personal injury or physical damage to the Property, Owner's surrounding property or the property of third parties resulting from any such tests, investigations and similar activities. Upon written request, BMI shall furnish to Owner copies of the environmental findings. Should BMI not exercise this option, BMI at his expense, shall restore the property to its original condition for any changes caused by said testing excluding normal wear and tear.

23. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement;

(b) this Agreement is governed by the laws of the State in which the Site is located; (c) this Agreement (including the exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (d) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to when it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

The following Exhibits are attached to and made a part of this Agreement: Exhibit "A" and Exhibit "B."

In witness whereof, the undersigned parties have executed this Agreement on the 18th day of August, 1998.

Witness

Witness

CITY OF PORT ST. LUCIE

By: Donald B. Cooper

Donald B. Cooper, City Manager
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
Tax No.: 59-6141662

The foregoing was sworn to and acknowledged before me this 18th day of August, 1998 by Donald B. Cooper, City Manager, who is personally known to me or who produced _____ as identification, and who did take an oath.

OFFICIAL NOTARY SEAL
DOLORES W LEORO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION No. CC720662
MY COMM. EXP. APR. 5 2002

Notary Public, State of Florida

Printed Name of Notary Public
My Commission No.: _____
Expires: _____

BELLSOUTH MOBILITY, INC.

8/5/98.

Witness MARC ZIELINSKI

Witness

5201 Congress Avenue
Boca Raton, Florida 33487
Tax No.: 59-1536270

The foregoing was sworn to and acknowledged before me this 12th day of July, 1999 by Dana Nocanes who is personally known to me or who produced _____ as identification, and who did take an oath.

Wendy A Bonnes
Notary Public, State of Florida
Wendy A Bonnes
Printed Name of Notary Public
My Commission No.: _____
Expires: _____

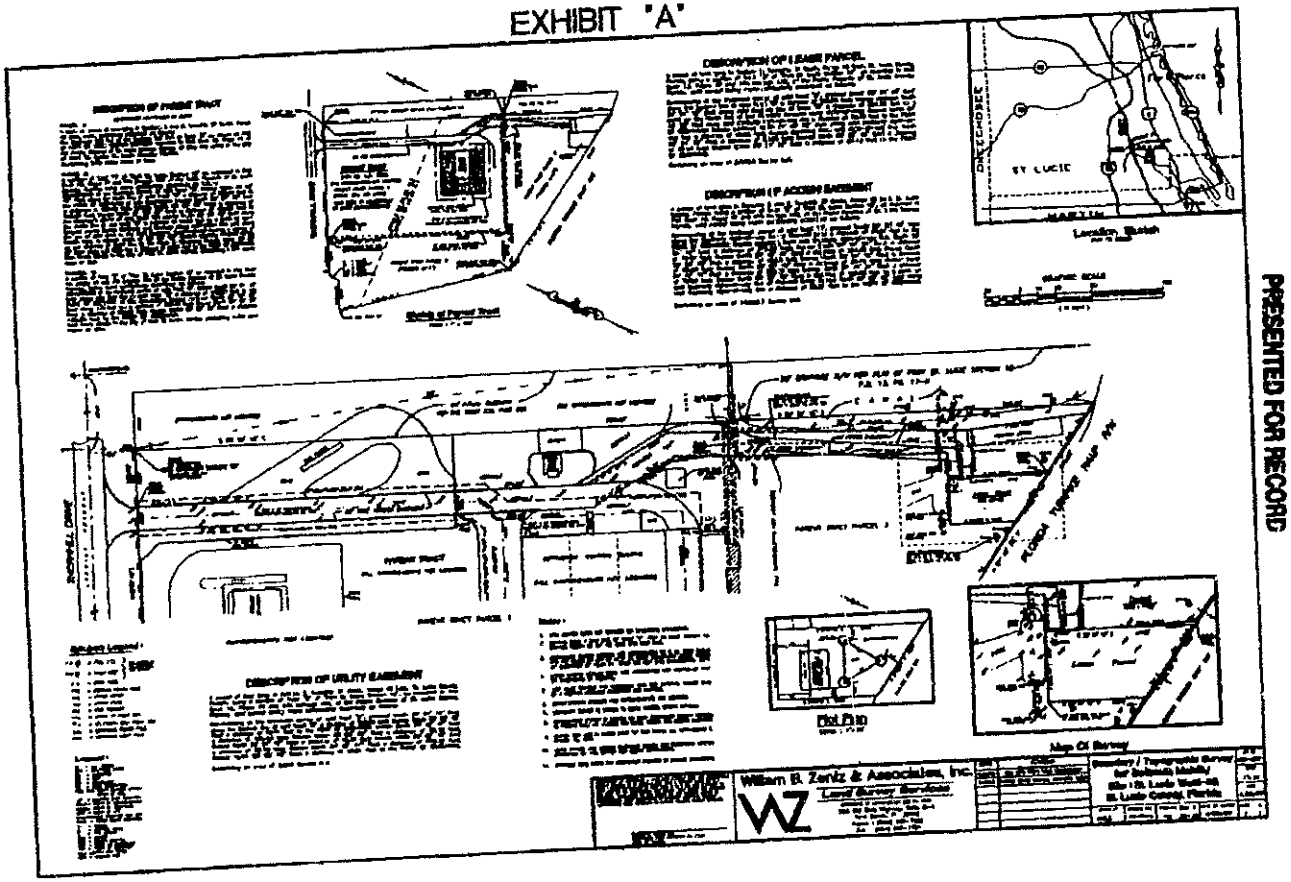
WENDY A. BONNER
MY COMMISSION # CC 28788
EXPIRES: September 7, 2000
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
ST LUCIE COUNTY
CLERK OF CIRCUIT COURT

BY Patricia M. Hardee

DATE 12/10/99
(CITY SEAL)

EXHIBIT "A"



ILLEGIBLE WHEN PRESENTED FOR RECORD

OR BOOK 1269 PAGE 2531

EXHIBIT "B"

DESCRIPTION OF LEASE PARCEL

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence continue South 26° 54' 12" East along said Easterly line of Tract "O" a distance of 303.00 feet to a point on the North line of the Florida's Turnpike ramp right-of-way; thence North 81° 43' 58" West along said Northerly right-of-way line a distance of 70.10 feet to the POINT OF BEGINNING; thence continue North 81° 43' 58" West along said Northerly right-of-way line a distance of 48.92 feet; thence departing from said right-of-way line, North 26° 54' 12" West a distance of 55.95 feet; thence North 63° 05' 48" East a distance of 39.99 feet; thence South 26° 54' 12" East a distance of 64.13 feet to the POINT OF BEGINNING.

Containing an area of 2,800.8 Square feet.

DESCRIPTION OF ACCESS EASEMENT

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 63° 05' 48" West along the Southerly right-of-way line of Thornhill Drive a distance of 47.94 feet to the POINT OF BEGINNING; thence departing from said Southerly right-of-way line, South 26° 54' 12" East a distance of 375.26 feet; thence South 57° 14' 21" East a distance of 79.94 feet; thence South 24° 42' 41" East a distance of 254.43 feet; thence South 63° 05' 48" West a distance of 40.00 feet; thence North 26° 54' 12" West a distance of 20.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 229.35 feet; thence North 57° 14' 21" West a distance of 79.52 feet; thence North 26° 54' 12" West a distance of 380.68 feet to a point on said Southerly right-of-way line of Thornhill Drive; thence North 63° 05' 48" East along said Southerly right-of-way line a distance of 20.00 feet to the POINT OF BEGINNING.

Containing an area of 14,600.3 Square feet.

DESCRIPTION OF UTILITY EASEMENT

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence South 63° 05' 48" West a distance of 19.71 feet to the POINT OF BEGINNING; thence South 24° 42' 41" East a distance of 188.63 feet; thence South 63° 05' 48" West a distance of 30.38 feet; thence North 26° 54' 12" West a distance of 10.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 178.62 feet, thence North 63° 05' 48" East a distance of 10.01 feet to the POINT OF BEGINNING

Containing an area of 2,092 Square feet.

REVISED 7/7/98 - CHANGED LEASE . ADD UTIL. ESMT.

Bellsouth Mobility - St. Lucie West-02

William B. Zentz & Associates, Inc.
Land Survey Services
CERTIFICATE OF AUTHORIZATION (LB) No. 6640
953 Old Dixie Highway, Suite 8-4
Vero Beach, Fl 32960
Phone: (561) 567-7552
Fax (561) 567-1751

WILLIAM B. ZENTZ, PLS
REGISTERED LAND SURVEYOR No. 5276
STATE OF FLORIDA

JOB No. 100-022
DATE 6/2/98
SHEET 1 OF 2

OR BOOK 1269 PAGE 2532

TC ST LUCIE W

PREPARED BY AND UPON RECORDING MAIL TO:

Weil, Gotshal & Manges LLP
701 Brickell Avenue
Suite 2100
Miami, FL 33131
Attention: Barbara E. Overton, Esq.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1913238 OR BOOK 1392 PAGE 1399
Recorded:05/14/01 11:38

FIRST AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is made this 5th day of Dec., 2000, between **THE CITY OF PORT ST. LUCIE**, a Florida municipal corporation (**"Lessor"**), and **BELLSOUTH MOBILITY** LLC, a Georgia corporation (**"BellSouth"**).

WITNESSETH:

WHEREAS, Lessor and BellSouth are parties to a Site Lease Agreement dated August 18, 1998 (as supplemented by a letter agreement dated March 15, 2000, the **"Lease"**), the terms of which are incorporated herein by reference, whereby BellSouth leases certain real property located in the City of Port St. Lucie, St. Lucie County, State of Florida as such property is more particularly described in the Lease (the **"Property"**); and

WHEREAS, the parties wish to modify certain terms and conditions of the Lease as provided herein.

NOW THEREFORE, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the undersigned parties, intending to be bound, hereby agree as follows:

1. **Status Of Parties**. The parties each acknowledge that, to the best of its knowledge, the other party has complied in all material respects with the obligations under the Lease accruing on or prior to the date hereof and that, to the best of its knowledge, the other party is not in default under the terms of the Lease.

2. **Additional Property**. This Amendment is being executed to add an approximately twelve hundred square foot (1,200 sq. ft.) area to the Lease (the **"Additional Space"**). Exhibit "B" of the Lease describing the Property, and the access and utility easements, shall be and is hereby modified to be as set forth on the sketch attached hereto as Schedule "A" and incorporated herein by reference. Upon execution of this Amendment, Lessor grants to BellSouth and/or Crown (as defined in the March 15, 2000 letter agreement) the right to survey the Property (including the Additional Space), with such a survey replacing Schedule "A" of this Amendment

and being incorporated herein as Schedule "B" and in the Lease as Exhibit "B". Schedule "B" shall control in the event of discrepancies between Schedule "A" and Schedule "B".

3. **Approvals**. BellSouth and/or Crown shall use the Additional Space for the purpose of constructing, maintaining and operating a communication facility and uses incidental thereto. Lessor grants BellSouth and/or Crown the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance and operation of the communication facility on the Additional Space. Lessor agrees to cooperate with BellSouth and/or Crown with respect to obtaining any required zoning approval for the Additional Space and such improvements.

4. **Revenue Sharing**. The parties acknowledge that pursuant to Paragraph 19 of the Lease, Lessor is entitled to 50% of all rental revenues received from any co-locator; provided, however, that BellSouth and/or Crown shall be entitled to recoup from any co-locator, a pro rata share of the capital cost of constructing the tower. This capital contribution shall not be shared by Lessor. Lessor further acknowledges that it will not be entitled to share in or receive any portion of any sublease payment or other consideration paid by Crown to BellSouth.

5. **Capitalized Terms**. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease.

6. **No Other Amendments**. Except as expressly modifed by this Amendment, the Lease remains unchanged and in full force and effect.

7. **Recordation.** At the request of either party, a memorandum of this Amendment, or an amendment to any previously recorded memorandum or short form of lease, shall be executed by the parties and recorded in the proper recording office.

(Remainder of page intentionally left blank.)

OR BOOK 1392 PAGE 1400

IN WITNESS WHEREOF, the undersigned have executed this Amendment the day and year first above written.

Witnesses:

Print Name: D. CLAY-DAVID

Print Name: Darlene Council

BELLSOUTH:

BELLSOUTH MOBILITY LLC
a Georgia LLC
By: CINGULAR WIRELESS LLC, ITS SOLE MEMBER

By: _____
Name: Stephen A. Brake
Title: Executive Director

LESSOR:

THE CITY OF PORT ST. LUCIE,
a Florida municipal corporation

By: _____
Name: Donald B Cooper
Title: City Manager

Print Name: Dolores Di Cinto

Print Name: Francis M Jansen

OR BOOK 1392 PAGE 1401

STATE OF GEORGIA :

: ss

COUNTY OF FULTON :

The foregoing instrument was acknowledged before me this 4th day of December, 2000, by Stephen A. Brase as Executive Director of BellSouth Mobility LLC a Georgia LLC on behalf of said ~~corporation~~. He/~~She~~ is personally known to me ~~or has produced _____ as identification~~.

Melodie M. Hooker

Signature of Notary Public

Gwinnett County

MELODIE M. HOOKER

Printed Name of Notary Public

My Commission Expires: 02/25/2003 [Seal]

OR BOOK 1392 PAGE 1402

STATE OF FLORIDA :

: ss

COUNTY OF MIAMI-DADE :

The foregoing instrument was acknowledged before me this 18th day of December, 2000, by David B Cooper as City Manager of The City of Port St. Lucie, a Florida municipal corporation, on behalf of said corporation. He/She is personally known to me or has produced _____ as identification.

Signature of [illegible]

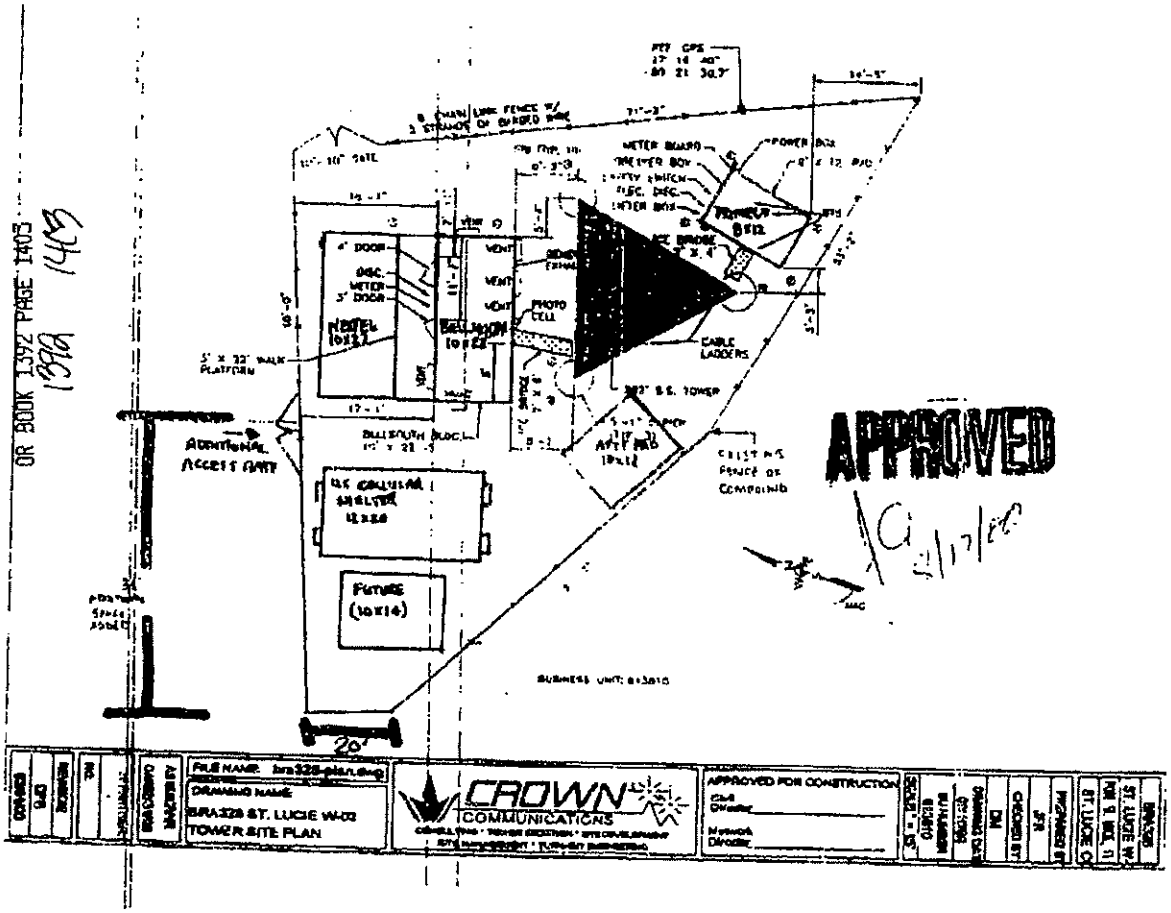
[illegible]

Printed Name of [illegible]

My Commission Expires: [Seal]

SCHEDULE "A"

[ATTACH ROUGH SKETCH]
(Including Right of Way)



OR BOOK 1511 Pgs 1-4

SCHEDULE "B"

LEGAL DESCRIPTION OF PROPERTY

rth 81°
thence
thence
0" West
00 feet;
54' 12"

DESCRIPTION OF ACCESS EASEMENT

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

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Containing an area of 14,600.3 Square feet.

DESCRIPTION OF UTILITY EASEMENT

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence South 63° 05' 48" West a distance of 19.71 feet to the POINT OF BEGINNING; thence South 24° 42' 41" East a distance of 188.83 feet; thence South 63° 05' 48" West a distance of 30.38 feet; thence North 26° 54' 12" West a distance of 10.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 178.82 feet; thence North 63° 05' 48" East a distance of 10.01 feet to the POINT OF BEGINNING.

Containing an area of 2,092 Square feet.

DESCRIPTION OF CROWN LEASE PARCEL

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence continue South 26° 54' 12" East along said Easterly line of Tract "O" a distance of 303.00 feet to a point on the North line of the Florida's Turnpike ramp right-of-way; thence North 81° 43' 58" West along said Northerly right-of-way line a distance of 119.02 feet to the POINT OF BEGINNING; thence continue North 81° 43' 58" West along said Northerly right-of-way line a distance of 42.82 feet; thence departing from said right-of-way line, North 26° 54' 12" West a distance of 31.29 feet; thence North 63° 05' 48" East a distance of 35.00 feet; thence South 26° 54' 12" East a distance of 55.95 feet to the POINT OF BEGINNING.

Containing an area of 1,527 Square feet.

10.MAY.2001 11:15 #0316 P.002/002

Market South Florida
Site No FL3580A
Site Name Thorn Hill

BML- St. Lucie W
JOHN FOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1963236 OR BOOK 1441 PAGE 1297
Recorded:10/04/01 14:46

PREPARED BY:

Paula Hickman, Senior Attorney
Nextel South Corp.
2500 Maitland Center Parkway, Suite 300
Maitland, FL 32751

RETURN TO:

Nextel Communications
851 Trafalgar Court, Suite 300E
Maitland, FL 32751
Attn: Property Manager

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 19th day of August, 2001, by and between Crown Castle South Inc., a Delaware corporation, with an office at 375 Southpointe Boulevard, Canonsburg, PA 15317, (hereinafter referred to as "Lessor") and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications with an office at 851 Trafalgar Court, Suite 300E, Maitland, FL 32751 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Site Lease ("Agreement") on the 18th day of July for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The term of the Agreement is for five (5) years commencing on [illegible] ("Commencement Date"), and terminating on the fifth (5th) anniversary of the Commencement Date with four (4) successive five (5) year options to renew.

3. The Site which is the subject of the Agreement located in St. Lucie County, Florida and is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

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

Signed, sealed and delivered in the presence of:

Witness
Print Name: Judith J. Ferrara

Witness
Print Name Ross Labarta

LESSOR:

CROWN CASTLE SOUTH INC., a Delaware corporation

By: [signature]

Print Name: Mark Van Dyke

Title: Vice President - Florida Region

Signed, sealed and delivered in the presence of:

Witness
Print Name: Rachel Freeman

Witness
Print Name: Tatanya Jackson

LESSEE:

NEXTEL SOUTH CORP., a Georgia corporation, d/b/a Nextel Communications

By: [signature]

Print Name: John Cafaro

Title: Vice President

Market: South Florida
Site No.: FL3580A
Site Name: Thorn Hill

BMI – St. Lucie W
JDE Business Unit: 813810

OR BOOK 1441 PAGE 1298

STATE OF FLORIDA

COUNTY OF Palm Beach

On Aug 18, 2000, before me, Sandra K Hall, Notary Public, personally appeared Mark Van Dyke as Vice President – Florida Region of Crown Castle South Inc., a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sandra K Hall (SEAL)

Notary Public

My commission expires: _____

SANDRA K. HALL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION # CC 646554
EXPIRES MAY 12, 2001
BONDED THRU
ATLANTIC BONDING CO., INC

STATE OF Georgia

COUNTY OF Gwinnett

On August 8, 2000, before me, Madeleine Thompson, Notary Public, personally appeared John Cafaro, as Vice President of Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Madeleine Thompson (SEAL)

Notary Public

My commission expires: _____

MAELFCHEIA THOMPSON
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MAY 23 2004

Market: South Florida
Site No.: FL3580A
Site Name: Thorn Hill

BMI – St Lucie W
JDE Business Unit 813810

EXHIBIT A

DESCRIPTION OF LAND

to the Memorandum of Agreement dated 8/18, 2000, by and between Crown Castle South Inc., a Delaware corporation, as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:

DESCRIPTION OF LEASE PARCEL

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence continue South 26° 54' 12" East along said Easterly line of Tract "O" a distance of 303.00 feet to a point on the North line of the Florida's Turnpike ramp right-of-way; thence North 81° 43' 58" West along said Northerly right-of-way line a distance of 70.10 feet to the POINT OF BEGINNING; thence continue North 81° 43' 58" West along said Northerly right-of-way line a distance of 48.92 feet; thence departing from said right-of-way line, North 26° 54' 12" West a distance of 55.95 feet; thence North 63° 05' 48" East a distance of 39.99 feet; thence South 26° 54' 12" East a distance of 84.13 feet to the POINT OF BEGINNING.

Containing an area of 2,800.6 Square feet.

DESCRIPTION OF ACCESS EASEMENT

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 63° 05' 48" West along the Southerly right-of-way line of Thornhill Drive a distance of 47.94 feet to the POINT OF BEGINNING; thence departing from said Southerly right-of-way line, South 26° 54' 12" East a distance of 375.26 feet; thence South 57° 14' 21" East a distance of 79.94 feet; thence South 24° 42' 41" East a distance of 254.43 feet; thence South 63° 05' 48" West a distance of 40.00 feet; thence North 26° 54' 12" West a distance of 20.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 229.35 feet; thence North 57° 14' 21" West a distance of 79.52 feet; thence North 26° 54' 12" West a distance of 380.68 feet to a point on said Southerly right-of-way line of Thornhill Drive; thence North 63° 05' 48" East along said Southerly right-of-way line a distance of 20.00 feet to the POINT OF BEGINNING.

Containing an area of 14,600.3 Square feet.

DESCRIPTION OF UTILITY EASEMENT

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence South 63° 05' 48" West a distance of 19.71 feet to the POINT OF BEGINNING; thence South 24° 42' 41" East a distance of 188.63 feet; thence South 63° 05' 48" West a distance of 30.38 feet; thence North 26° 54' 12" West a distance of 10.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 178.82 feet; thence North 63° 05' 48" East a distance of 10.01 feet to the POINT OF BEGINNING.

Containing an area of 2,092 Square feet.

and otherwise known as

A.P.N. or P.I.N. or Real Property Tax I.D. #

OR BOOK 1441 PAGE 1299

Market: South Florida
Site No.: FL3580A
Site Name: Thorn Hill

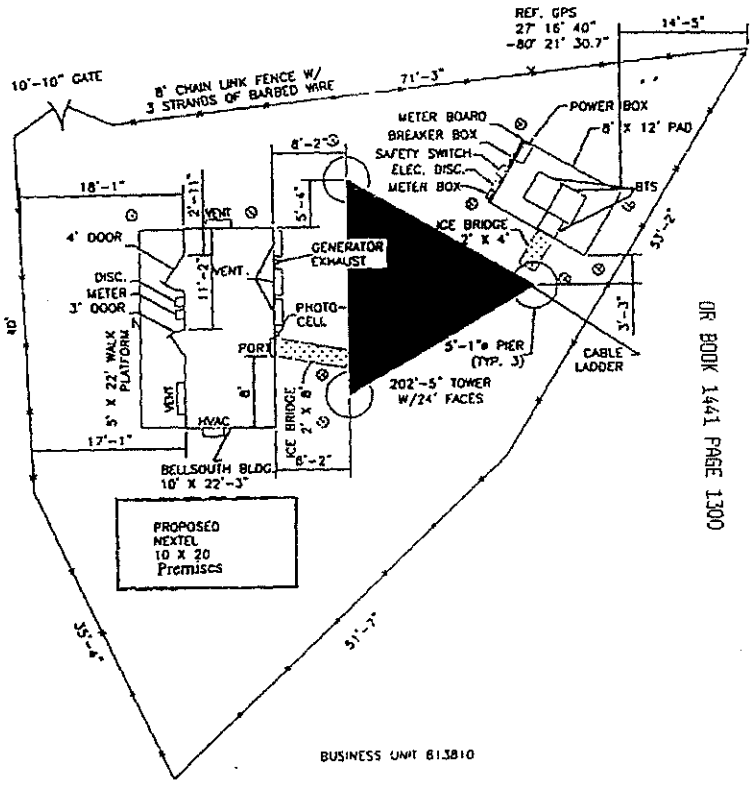
BMI - St. Lucie W
IDE Business Unit. 813810

EXHIBIT B

DESCRIPTION OF PREMISES

to the Memorandum of Agreement dated 8/18, 2000 by and between Crown Castle South Inc., a Delaware corporation, as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:



OR BOOK 1441 PAGE 1300

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2077057 OR BOOK 1565 PAGE 388
Recorded:08/09/02 13:44

well, Gothal - E

This instrument prepared by and after recording, please return to:
Philip M. van Aelstyn, Esq.
Downs Rachlin & Martin PLLC
90 Prospect Street
P. O. Box 99
St. Johnsbury, VT 05819-0099
Phone: (802) 748-8324
Fax: (802) 748-4394

Indexing Cross Reference:
See Exhibit A

STATE OF FLORIDA)
)
COUNTY OF ST. LUCIE)

SITE DESIGNATION SUPPLEMENT AND MEMORANDUM OF SUBLEASE

THIS SITE DESIGNATION SUPPLEMENT AND MEMORANDUM OF SUBLEASE (the **"Supplement"**), made effective as of the Site Commencement Date (as defined below), by and between **BELLSOUTH MOBILITY INC**, a Georgia corporation, with a principal address at 5201 Congress Avenue, Boca Raton, Florida 33487 (**"Transferring Entity"**), and **CROWN CASTLE SOUTH INC.**, a Delaware corporation, with a principal address at c/o Crown Communication Inc., 375 Southpointe Boulevard, Canonsburg, Pennsylvania 15317, Attention: Real Estate Department (**"TowerCo"**).

WITNESSETH:

WHEREAS, reference is hereby made to that certain Sublease dated June 1, 1999 (the **"Sublease"**), by and among Transferring Entity, the other transferring entities named therein, Crown Castle International Corp., a Delaware corporation, and TowerCo;

Site Name: St. Lucie West - 02, FL
Site Number: BRA328
Leased Site

ATL1/801 869723 1

WHEREAS, the parties desire that the terms and conditions of the Sublease shall govern the relationship of the parties under this Supplement, and each party executing this Supplement that is not an original party to the Sublease hereby ratifies and agrees to be bound by and perform the obligations applicable to such party as set forth in the Sublease and this Supplement; and

WHEREAS, pursuant to that certain lease between the City of Port St. Lucie (the **"Ground Lessor"**) and Transferring Entity, dated August 18, 1998 (as may have been amended, the **"Ground Lease"**), the recorded copy or memorandum of which is referred to in **Exhibit A**, Transferring Entity is the lessee of that certain real property described therein, and the owner of certain improvements located thereon as more particularly described on **Exhibits B, C** and **D** attached hereto and incorporated herein by reference (the **"Site"**);

NOW, THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. **Sublease and Defined Terms**. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Sublease. The parties agree that, except as otherwise set forth herein, the terms and conditions of the Sublease shall govern the relationship of the parties under this Supplement and the Sublease is incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the Sublease and this Supplement, the terms of the Sublease shall govern and control, except as expressly set forth herein.

2. **Demise**. Pursuant to the Sublease, Transferring Entity hereby subleases to TowerCo, and TowerCo hereby subleases from Transferring Entity, the Subleased Property of the Site.

3. **Reserved Space**. TowerCo hereby expressly acknowledges that, in accordance with the Sublease, the Subleased Property does not include, and the Transferring Entity has reserved and excepted from the Sublease pursuant to this Supplement, the Reserved Space as shown on **Exhibits B, C** and **D** attached hereto and incorporated herein by this reference. Notwithstanding any errors or imprecisions in the descriptions and depictions set forth on **Exhibits B, C** and **D** attached hereto and incorporated herein by this reference, TowerCo further expressly acknowledges that the Reserved Space includes, without limitation, all portions of the Site utilized or occupied by the Transferring Entity or any other BMI Affiliate as of the date of this Supplement for the use, enjoyment, operation or maintenance of its Communications Facility. TowerCo further expressly acknowledges that, in accordance with the Sublease, the Reserved Space includes, without limitation: (i) the Transferring Entity's Improvements set forth in **Exhibit E** attached hereto; (ii) the nonexclusive rights of ingress to and egress from the entire Site, and access to the entire Tower and all Improvements (including any and all easements), at such times (on a 24-hour, seven (7) day per week basis), to such extent, and in such means and manner (on foot or by motor vehicle) as the Transferring Entity deems necessary or desirable for its full use and enjoyment of the Reserved Space; (iii) the right to use any portion of the Subleased Property, including the Land and Improvements thereof, for purposes of temporary location and storage of any equipment (including Communications Equipment) and any part

thereof in connection with performing any repairs or replacements of the Improvements; and (iv) any and all rights pursuant to **Sections 5(c)** and **25** of the Sublease and all appurtenant rights reasonably inferable to permit the Transferring Entity's full use and enjoyment of the Reserved Space, including without limitation, the appurtenances specifically described in **Section 5** of the Sublease. For purposes of **Section 25** of the Sublease, the weights and sail area of the panel antennas comprising a portion of Transferring Entity's Tower-mounted Communications Equipment is set forth on **Exhibit F**.

4. **Term/Site Commencement Date**. The Term of the Sublease as to the Subleased Property of the Site pursuant to this Supplement shall commence effective as of April 1, 2000 (the **"Site Commencement Date"**) and shall terminate on the date which is one day before the Ground Lease expires in accordance with its terms (including any extensions or renewals thereof), unless terminated earlier in accordance with the terms of the Sublease.

5. **Rent**. TowerCo shall pay to BMI the Site Payment calculated in accordance with **Section 11** of the Sublease.

6. **Notice**. All notices hereunder shall be deemed validly given if given in accordance with the Sublease.

7. **Governing Law**. Notwithstanding the terms of the Sublease, this Supplement shall be governed by and construed in accordance with the laws of the State in which the Subleased Property is located.

8. **Modifications**. This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties in the same manner in which the Sublease was executed.

9. **Counterparts**. This Supplement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date, as defined above.

Printed Name: Michael Hart
Witness

Printed Name: Ralph H. Harrison
Witness

BELLSOUTH MOBILITY INC

By:_____
Stephen A. Brake
Assistant Vice President

Address:

1100 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309

STATE OF GEORGIA)
)
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this 19 day of April, 2000, by Stephen A. Brake, Assistant Vice President of BellSouth Mobility Inc, a Georgia corporation, on behalf of the corporation. He is personally known to me or has produced a Georgia Driver's License as identification.

Freddy Vaughan, Notary Public

My Commission Expires:_____

[NOTARIAL SEAL]

NOTARY PUBLIC
FREDDY VAUGHAN
CLAYTON COUNTY, GA
Exp. Jan. 27, 2004

Site Name: St. Lucie West - 02, FL
Site Number: BRA328
Leased Site

ATLLIB01 869773 1

IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date, as defined above.

Printed Name: Michael Hart
Witness

Printed Name: Ralph H. Harrison
Witness

CROWN CASTLE SOUTH INC.

By: _____
Holly Ernst Groschner
Vice President/Assistant Secretary

Address:
375 Southpointe Boulevard
Canonsburg, Pennsylvania 15317

STATE OF GEORGIA)
)
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this 19 day of April, 2000, by Holly Ernst Groschner, Vice President/Assistant Secretary of Crown Castle South Inc., a Delaware corporation, on behalf of the corporation. She is personally known to me or has produced a Pennsylvania Driver's License as identification.

Taddy Vaughan, Notary Public

My Commission Expires:_____

[NOTARIAL SEAL]

TADDY VAUGHAN NOTARY PUBLIC Exp. Jan. 27, 2004 CLAYTON COUNTY, GA

Site Name: St. Lucie West - 02, FL
Site Number: BRA328
Leased Site

ATL1|801 869773 1

Exhibit A - Leased

Site Name:	St. Lucie West-02
Site Number:	BRA328
County:	St. Lucie
Original Ground Lessor:	City of Port St. Lucie
Original Ground Lessee:	BellSouth Mobility Inc
Execution Date of Original Ground Lease Agreement:	8/18/1998

Recording Information for Original Ground Lease Agreement or Memorandum Thereof

Registry:	St. Lucie
Book:	1392
Page:	1399

EXHIBIT B

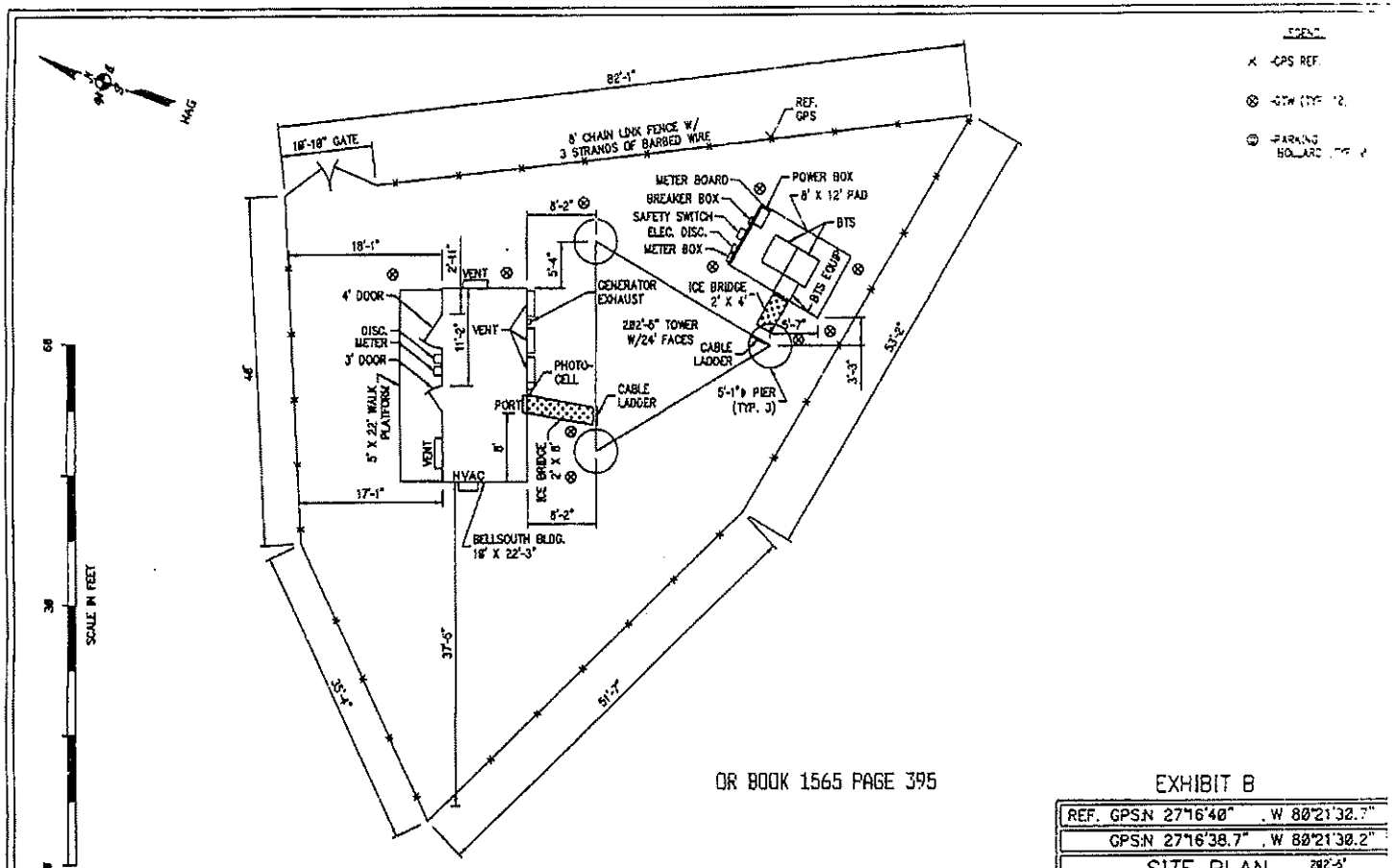
SITE PLAN

See attached "as built" site plan showing the portion of the Site that is part of the Reserved Space.

Site Name: St. Lucie West - 02, FL
Site Number: BRA328
Leased Site

FINAL

Accepted and Approved by Crown and BellSouth



OR BOOK 1565 PAGE 395

EXHIBIT B

NOTE:

1. SEE EXHIBIT A FOR LEGAL DESCRIPTION
2. COMPOUND LAYOUT IS ACCURATE AS OF 8/31/99

REF. GPS:N 27°16'40" , W 80°21'32.7"

GPS:N 27°16'38.7" , W 80°21'30.2"

SITE PLAN 282'-6" TOWER

SITE:ST. LUCIE W-02 STATE:FLORIDA

TWR TELECOM, INC.

BMI's SITE NAME ST. LUCIE W-02

BELLSOUTH ACCOUNTING CODE 889682

BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVE:

CROWN BUSINESS UNIT NUMBER

NOTE: ALL IMPROVEMENTS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH *.

CROWN COMMUNICATIONS

CONSULTING • TOWER ERECTION • SITE DEVELOPMENT SITE MANAGEMENT • TURN-KEY ENGINEERING

DRAWN BY	JFR	SCALE	1" = 15'
CHK'D BY	C.McGARY	DATE	9/10/99
APPROVED		REV. NO. 1	11/23
JOB NO.	16488	REV.	A
DRAWING NO.	9RA326PL		

EXHIBIT C

TOWER ELEVATION

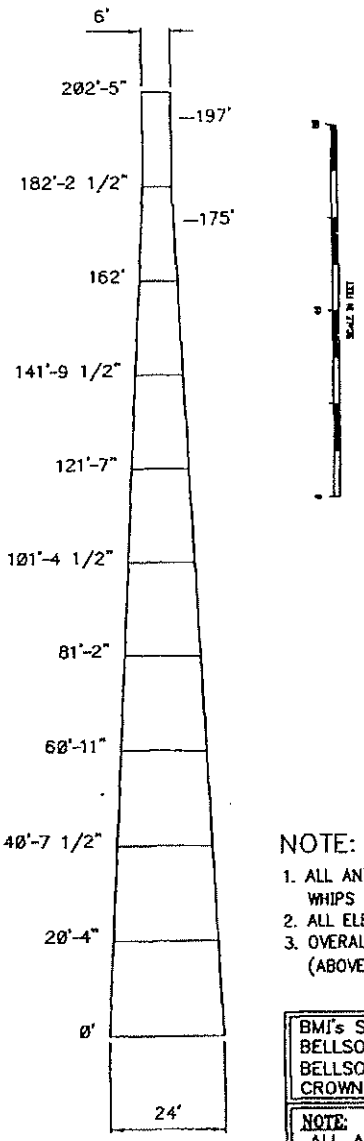
See attached "as built" tower elevation describing the Tower and indicating the portion of the Tower that is part of the Reserved Space.

Site Name: St. Lucie West - 02, FL
Site Number: BRA328
Leased Site

Accepted and Approved by Crown and BellSouth

OR BOOK 1565 PAGE 397

FINAL



FWT SELF SUPPORTER

MODEL # SSV SERIAL # 8090021

OVERALL HEIGHT	TOWER HEIGHT	FOUNDATION HEIGHT
203'-3"	202'-5"	10"

MISCELLANEOUS

ELEV.	DESCRIPTION
200'	8' LIGHTNING ROD
200'	1' X 2' FLASH TECH. STROBE (LEG A)

ANTENNAS

ELEV.	DESCRIPTION	LINE SIZE	ANTENNA AZIMUTH	MOUNT AZIMUTH
197'	3- DB978H120E-M PANELS	3- 1 5/8"	~~60°~~ 95°	~~60°~~ 95°
197'	3- DB978H120E-M PANELS	3- 1 5/8"	~~180°~~ 215°	~~180°~~ 215°
197'	3- DB978H120E-M PANELS	3- 1 5/8"	~~300°~~ 335°	~~300°~~ 335°
175'	2- AP17-1900-0900-DT2	2- 1 5/8"	0°	0°
175'	2- AP17-1900-0900-DT2	2- 1 5/8"	140°	140°
175'	2- AP17-1900-0900-DT2	2- 1 5/8"	260°	260°

NOTE:

1. ALL ANTENNAS ARE MEASURED TO THE CENTERLINE, EXCEPT WHIPS WHICH ARE MEASURED TO THE BASE.
2. ALL ELEVATIONS SHOWN ARE FROM TOP OF FOUNDATION. (REF. ELEV. 0'-0")
3. OVERALL HEIGHT = TOWER HEIGHT + FOUNDATION HEIGHT AGL (ABOVE GROUND LEVEL)

EXHIBIT C

BMI's SITE NAME ST. LUCIE W-02
BELLSOUTH ACCOUNTING CODE 8090021
BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVEMENTS: _____
CROWN BUSINESS UNIT NUMBER _____

NOTE:
ALL ANTENNAS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH *.

STRUCTURE ELEVATION
SITE:ST. LUCIE W-02 STATE:FLORIDA

TWR TELECOM, INC.

CROWN COMMUNICATIONS
CONSULTING • TOWER ERECTION • SITE DEVELOPMENT
SITE MANAGEMENT • TURN-KEY ENGINEERING

DRAWN BY: CE LINDSEY
CHECKED BY: D.McGARY
SCALE: 1" = 20'
DATE: 09/13/99
REV. 1: 11/23
JOB NO. 16488
DRAWING NO. BRA328EL
REV. 1

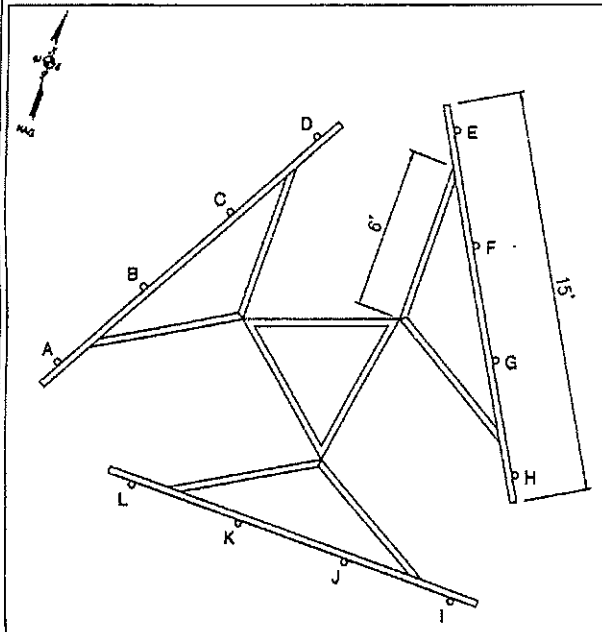
EXHIBIT D

TOWER ANTENNA PLATFORM

See attached "as built" tower antenna platform drawing describing the antenna platform(s) and indicating the portion thereof that is part of the Reserved Space.

FINAL

Accepted and Approved by Crown and BellSouth



MOUNT ELEVATION = 197'

0 10 20

SCALE IN FEET

ANTENNAS

POS.	DESCRIPTION	TMA SIZE	TMA LOCATION	TMA ELEVATION
A	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5'X7"X1-1"	ON ANTENNA MOUNT	200'
B	OPEN	NONE	NONE	NONE
C	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
D	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5'X7"X1-1"	ON ANTENNA MOUNT	200'
E	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5'X7"X1-1"	ON ANTENNA MOUNT	200'
F	OPEN	NONE	NONE	NONE
G	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
H	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5'X7"X1-1"	ON ANTENNA MOUNT	200'
I	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5'X7"X1-1"	ON ANTENNA MOUNT	200'
J	OPEN	NONE	NONE	NONE
K	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
L	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5'X7"X1-1"	ON ANTENNA MOUNT	200'

OR BOOK 1565 PAGE 399

NOTE:

1. MOUNT ELEVATIONS REFLECT MEASUREMENTS TO CENTER OF THE MOUNT.

EXHIBIT D

	DESCRIPTION	TOWER MOUNTED AMPLIFIER - TMA
A	UPRIGHT MIDPOINT INVERTED	

LEGEND / ANTENNA IDENTIFIER

FACE PANEL MOUNT

SITE:ST. LUCIE W-02 STATE:FLORIDA

TELECOM, INC.

BMI's SITE NAME ST. LUCIE W-02

BELLSOUTH ACCOUNTING CODE 599982

BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVE: ___

CROWN BUSINESS UNITS NUMBER ___

NOTE: ALL ANTENNAS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH *.

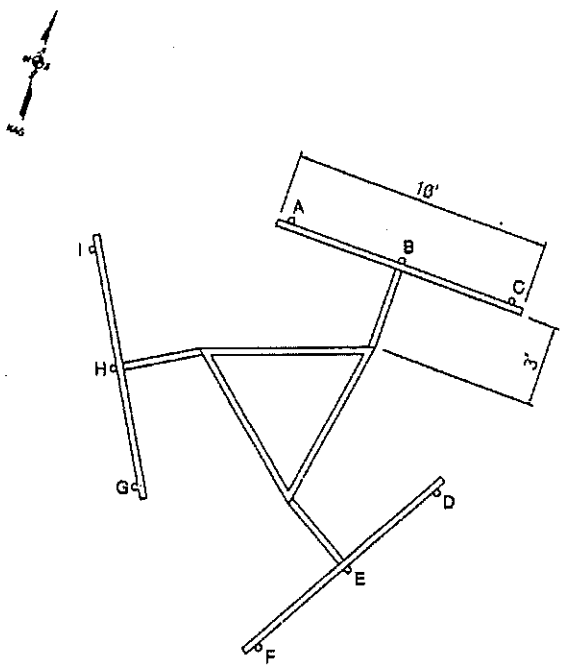
CROWN COMMUNICATIONS

CONSULTING • TOWER ERECTION • SITE DEVELOPMENT SITE MANAGEMENT • TURN-KEY ENGINEERING

C.E. LINDSEY	1" = 5'	16488	1
D.McGARY	09/13/99		
1 OF 2	1 11/23	BRA328A*	

FINAL

Accepted and Approved by Crown and BellSouth



MOUNT ELEVATION = 175'

9 18 28

SCALE IN FEET

ANTENNAS

POS.	DESCRIPTION	TMA SIZE	TMA LOCATION	TMA ELEVATION
A	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
B	OPEN	NONE	NONE	NONE
C	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
D	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
E	OPEN	NONE	NONE	NONE
F	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
G	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
H	OPEN	NONE	NONE	NONE
I	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE

OR BOOK 1565 PAGE 400

NOTE:

1. MOUNT ELEVATIONS REFLECT MEASUREMENTS TO CENTER OF THE MOUNT.

EXHIBIT D

DESCRIPTION	TOWER MOUNTED AMPLIFIER = TMA
A UPRIGHT MIDPOINT INVERTED	

LEGEND / ANTENNA IDENTIFIER

LEG PANEL MOUNT

SITE:ST. LUCIE.W-02 STATE:FLORIDA

TELECOM, INC.

BMI's SITE NAME ST. LUCIE.W-02

BELLSOUTH ACCOUNTING CODE 8999821

BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVE:

CROWN BUSINESS UNITS NUMBER

NOTE: ALL ANTENNAS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH *.

CROWN COMMUNICATIONS

CONSULTING • TOWER ERECTION • SITE DEVELOPMENT SITE MANAGEMENT • TURN-KEY ENGINEERING

C.E. LINDSEY	1" = 5'	16488	A
D.McGARY	09/13/99		
SHEET 2 OF 2	REV. NO. 1 11/23	BRA328A2	

EXHIBIT E

TRANSFERRING ENTITY'S IMPROVEMENTS

1. All of Transferring Entity's Communications Equipment located on or in the equipment shelters, buildings and/or cabinets shown on **Exhibit B** and located on the Tower as shown on **Exhibits C** and **D**.

2. Equipment shelters, buildings and/or cabinets, all as shown on **Exhibit B**.

3. Generators and associated fuel tanks, if any, all as shown on **Exhibit B**.

4. Pads and foundations associated with equipment shelters, building, cabinets and generators.

5. Grounding rings for the equipment shelters, if any.

EXHIBIT F

ANTENNA WEIGHT AND SAIL AREA DATA

See attached schedule of standard antenna weight and sail area data.

DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Allen Telecom	DB910CE-M	0.54	7.20
Allen Telecom	DB961DD90	2.80	11.00
Allen Telecom	DB961DD90T2	2.80	11.00
Allen Telecom	DB961DD90T2E-M	2.80	11.00
Allen Telecom	DB974H90	1.20	3.50
Allen Telecom	DB978H90E-M	2.55	7.10
Allen Telecom	DB980H105T2E-M	2.50	8.50
Allen Telecom	DB980H120E-M	2.50	8.50
Allen Telecom	DB980H90E-M	3.30	8.50
Allen Telecom	DB980H90T2B-M	3.30	8.50
Allen Telecom	DB980H90T2E-M	3.30	8.50
Allen Telecom	DB982H90T2A-M	3.00	10.00
Allen Telecom	DB982H90T2E-M	3.00	10.00
Allen Telecom	DB983H65	3.30	12.00
Allen Telecom	DB983H65T2	3.30	12.00
Allgon	4158.21	3.70	24.20
Allgon	7130.16	3.90	17.16
Allgon	7131.2	4.00	15.90
Allgon	7143.21	1.00	5.00
Allgon	7143.24	3.90	21.00
Allgon	7144.24	3.90	21.00
Allgon	7144.26	6.00	31.00
Allgon	7145.24	3.90	21.00
Allgon	7145.26	6.00	31.00
Allgon	7145.48	7.70	37.40
Allgon	7146.26	5.80	31.00
Allgon	7220.14	2.80	14.00
Allgon	2980-001	3.90	21.00
Allgon	2980-002	3.90	21.00
Allgon	7251.01	0.00	17.60
Allgon	740198R2	3.90	21.00
Allgon	OGC9-825 RFL-2	0.36	7.00
Allgon	OGC9-825N	3.90	21.00
Allgon	P-7WA48G	3.90	21.00
Allgon	RWA-80012	3.90	21.00
Allgon	RWA-80016	3.90	21.00
Allgon	SRL410 C9 L/4	5.49	35.00
Andrew	GP10F-21A	314.00	418.00
Andrew	GP12F-21	452.16	517.00
Andrew	GP6F-21A	113.04	198.00
Andrew	GP8F-21A	200.96	282.00
Andrew	HP10-107F	78.54	541.00
Andrew	HP12F-21A	452.16	850.00
Andrew	HP6F-21B	113.04	281.00
Andrew	HP8-107F	50.27	447.00
Andrew	HP8F-21	50.27	447.00
Andrew	HP-8F-21A	200.96	447.00
Andrew	P10F-21C	314.00	402.00
Andrew	P4F-21D	50.24	119.00
Andrew	P6-65D	113.04	162.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Andrew	P6F-21C	113.04	162.00
Andrew	P8F-21A	200.96	304.00
Andrew	P8F-21C	200.96	304.00
Andrew	PAR6-105	113.04	162.00
Andrew	PAR6-65A	28.27	281.00
Andrew	PAR8-65A	50.27	447.00
Andrew	PCS19HA-09016-2DG	3.10	10.00
Andrew	PCS19HA-11015-0DG	1.97	10.00
Andrew	PCS19HA-11015-2DG	3.10	10.00
Andrew	PL10-59D	314.00	402.00
Andrew	PL10-65D	314.00	402.00
Andrew	PL6-59D	113.04	162.00
Andrew	PL6-65D	113.04	162.00
Andrew	PL8-59D	200.96	304.00
Andrew	PL8-59D-1	200.96	304.00
Andrew	PL8-65D	200.96	304.00
Andrew	UHP8F-21	200.96	447.00
Andrew	UHX10-59J RF	314.00	541.00
Andrew	UHX12-59J RF	452.16	890.00
Andrew	UHX6-59J	113.04	281.00
Andrew	UHX6-59J RF	113.04	281.00
Andrew	UHX8-59H	200.96	447.00
Andrew	UHX8-59H LF	200.96	447.00
Antel	BCD 80010	0.23	26.50
Antel	BCR 80010:N270	6.00	55.00
Antel	BCR 80010N:90	4.20	37.00
Antel	BCR-80010	6.00	55.00
Antel	BCR80010:N180	6.00	55.00
Antel	BCR-80010:N270	6.00	55.00
Antel	BCR8-A	4.20	26.50
Antel	LPD7905/2	0.43	4.90
Antel	LPD7905/4	0.43	4.90
Antel	LPD7907/2	0.75	5.50
Antel	LPD7908/4	1.30	7.74
Antel	RWA - 80012	3.90	14.30
Antel	RWA-80010	2.00	8.40
Antel	RWA-80012	3.90	14.30
Antel	RWA-80013	3.90	14.30
Antel	RWA-80014	3.90	14.30
Antel	RWA-80015	7.87	31.00
Antel	RWA-80017	7.80	31.00
Antel	RWA-8006	1.08	5.30
Antel	RWA-8009	2.00	8.40
Antel	SRL410 C2 L/4	1.25	7.00
Antel	SRL410 C9 R90	5.49	35.00
Antenna Specialist	ASP2895	9.00	62.00
Antenna Specialist	ASP953	1.60	27.00
Antenna Specialist	ASP962	0.16	1.13
Antenna Specialist	ASP963	2.55	50.00
Antenna Specialist	ASP967	4.43	75.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Antenna Specialist	ASP973	1.60	27.00
Antenna Specialist	ASP-977	1.75	35.00
Antenna Specialist	ASPD974	1.60	27.00
Antenna Specialist	ASPD977 -4	1.75	35.00
Antenna Specialist	ASPD977 -5.5	1.75	35.00
Antenna Specialist	ASPD977 -6	1.75	35.00
Antenna Specialist	ASPD978	1.75	35.00
Ball Wireless	PCS-VR-16-09007	21.00	7.00
Celwave	ALP868013	1.00	4.45
Celwave	AP11-850/105	2.71	21.30
Celwave	AP12-850/090	2.00	18.00
Celwave	AP861011	4.04	10.00
Celwave	AP866017	9.37	48.50
Celwave	AP881011	4.04	10.00
Celwave	AP8-850/105	1.61	5.90
Celwave	AP906513	2.71	17.62
Celwave	AP906516T0	1.61	7.05
Celwave	APL869012	2.00	11.60
Celwave	BCR10	4.80	87.00
Celwave	BCR10-B	4.80	87.00
Celwave	BCR12-0	7.60	124.00
Celwave	BCR12-A	7.60	87.00
Celwave	BCR12-A	7.60	124.00
Celwave	BCR12-H	7.60	87.00
Celwave	BCR12-H	7.60	124.00
Celwave	BCR12-H-B1	7.60	87.00
Celwave	BCR12-O	7.60	87.00
Celwave	BCR12-O-B1	7.60	87.00
Celwave	BCR12-OT3	7.60	124.00
Celwave	BCR6SP-HT2	2.10	58.00
Celwave	BCR8-0015	3.00	68.00
Celwave	DA10-107	314.00	930.00
Celwave	DA6-107A	28.27	440.00
Celwave	DA8-59A	50.27	680.00
Celwave	PA8-65	200.96	380.00
Celwave	PD10017	2.00	25.00
Celwave	PD10017-2B	2.00	25.00
Celwave	PD10017-4B	2.00	25.00
Celwave	PD10085	1.40	10.00
Celwave	PD10085L	1.40	10.00
Celwave	PD10099	1.50	23.00
Celwave	PD10108	0.18	8.00
Celwave	PD10162	1.70	20.00
Celwave	PD10164	2.00	25.00
Celwave	PD10164-2B	2.40	32.00
Celwave	PD10168	2.40	34.00
Celwave	PD10176		
Celwave	PD10177	6.20	43.00
Celwave	PD10183-2	2.55	40.00
Celwave	PD10186	2.00	25.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Celwave	PD10188	2.00	25.00
Celwave	PD10201	10.00	28.00
Celwave	PD10222H-4	0.13	1.60
Celwave	PD10236	4.04	10.00
Celwave	PD1108	0.85	0.17
Celwave	PD1109	1.28	17.00
Celwave	PD1110	1.70	20.00
Celwave	PD1124	2.63	11.00
Celwave	PD1132	5.50	60.00
Celwave	PD1132R-4	5.50	60.00
Celwave	PD1136	3.70	38.00
Celwave	PD1251		
Celwave	PD1610-3	0.36	4.00
Celwave	PD400-8	0.88	17.00
Comsat RSI	PCS D 085-17-2	3.57	11.80
Comsat RSI	PCS D 085-17-2V	3.57	11.80
Comsat RSI	PCS D 090-20-2	4.18	15.40
Comsat RSI	PCS D 090-20-2V	4.18	15.40
Comsat RSI	PCS SD 085-16-2	0.00	11.80
Comsat RSI	PCS SD 090-20-2	0.00	14.00
CSS	SA-13	4.67	39.00
DAPA	2900-004	6.11	24.50
DAPA	2900-005	4.58	21.20
DAPA	2900-006	3.26	19.00
DAPA	2942-006	2.38	13.00
DAPA	2960-001	2.44	17.00
DAPA	2960-004	6.11	24.50
DAPA	2960-005	4.58	21.20
DAPA	2960-006	3.26	19.00
DAPA	2960-008	2.44	23.40
DAPA	2962-006	3.26	19.00
DAPA	2980-001	3.26	26.50
DAPA	2980-005	6.11	33.10
DAPA	2980-006	4.35	30.20
DAPA	2980-011	3.26	26.50
DAPA	2980-012	3.26	35.30
DAPA	2981-006	4.35	30.20
DAPA	3961-005	4.58	21.20
DAPA	ALP4014 N	4.00	20.00
DAPA	ALP8009 N10T	2.70	16.20
DAPA	ALP8009 N20T	2.70	16.20
DAPA	ALP8010 N	2.10	16.00
DAPA	ALP9211 N	3.90	26.70
DAPA	DAPA 2980-002	3.26	35.30
Decibel Products	ASPD-952	1.20	17.00
Decibel Products	ASPD963	2.55	50.00
Decibel Products	ASPD-973	1.60	27.00
Decibel Products	ASPD975	3.50	45.00
Decibel Products	ASPD975-3	3.50	45.00
Decibel Products	ASPD975-3T	3.50	45.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Decibel Products	ASPD975-5T	3.50	45.00
Decibel Products	ASPD977	1.75	35.00
Decibel Products	ASPD977-3	1.75	35.00
Decibel Products	ASPD977-4	1.75	35.00
Decibel Products	ASPD977-5	1.75	35.00
Decibel Products	ASPD977-6	1.75	35.00
Decibel Products	ASPD978	1.75	35.00
Decibel Products	ASPD978-4	1.75	35.00
Decibel Products	ASPF-955	0.20	3.00
Decibel Products	DB499C	0.25	5.00
Decibel Products	DB560	2.34	35.00
Decibel Products	DB560	1.66	20.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561K	2.87	43.00
Decibel Products	DB561K-CT	2.87	43.00
Decibel Products	DB562	3.41	47.00
Decibel Products	DB562K-CT	3.41	47.00
Decibel Products	DB563	3.52	50.00
Decibel Products	DB563Z	3.52	50.00
Decibel Products	DB564	4.10	53.00
Decibel Products	DB564K-CR	4.10	53.00
Decibel Products	DB564K-CR	4.10	53.00
Decibel Products	DB564K-CT	4.10	53.00
Decibel Products	DB564K-CT	4.10	53.00
Decibel Products	DB567 R90	3.90	21.00
Decibel Products	DB567 R90	7.00	80.00
Decibel Products	DB567KR90	7.00	66.00
Decibel Products	DB567KR90-CR	7.00	80.00
Decibel Products	DB567KR90-CT	7.00	80.00
Decibel Products	DB580	0.13	3.80
Decibel Products	DB583	0.13	3.80
Decibel Products	DB586	0.33	8.25
Decibel Products	DB586T6	0.33	8.25
Decibel Products	DB589	0.33	15.00
Decibel Products	DB589-XCT	0.64	11.50
Decibel Products	DB589-XCT3	0.64	11.50
Decibel Products	DB803	0.33	6.00
Decibel Products	DB803M-XC	0.33	6.00
Decibel Products	DB806	0.98	21.00
Decibel Products	DB806M	0.64	8.00
Decibel Products	DB806T6	0.98	21.00
Decibel Products	DB809	1.90	30.00
Decibel Products	DB809K	1.90	30.00
Decibel Products	DB809K-XC	1.90	30.00
Decibel Products	DB809M	1.19	25.00
Decibel Products	DB809M-XC	1.19	25.00
Decibel Products	DB809SR-X	1.90	30.00
Decibel Products	DB809SR-XC	1.90	30.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Decibel Products	DB809T3	1.90	30.00
Decibel Products	DB809T3-XC	1.90	30.00
Decibel Products	DB809T6	1.90	30.00
Decibel Products	DB809T6-XC	1.90	30.00
Decibel Products	DB810	2.34	35.00
Decibel Products	DB810K	2.34	35.00
Decibel Products	DB810KT3-XC	2.34	35.00
Decibel Products	DB810KU3-XC	2.34	35.00
Decibel Products	DB810K-XC	2.34	35.00
Decibel Products	DB810K-XC	2.34	35.00
Decibel Products	DB810M	2.34	35.00
Decibel Products	DB810M	2.34	35.00
Decibel Products	DB810M-XC	2.34	35.00
Decibel Products	DB812	3.20	66.00
Decibel Products	DB812F	3.50	72.00
Decibel Products	DB812K-XC	3.50	72.00
Decibel Products	DB833	2.00	15.00
Decibel Products	DB833R-F	2.00	20.00
Decibel Products	DB834	2.35	19.00
Decibel Products	DB834R-F	2.35	19.00
Decibel Products	DB842H80	1.00	5.00
Decibel Products	DB844H80	1.00	5.00
Decibel Products	DB844H80T6-XY	1.00	5.00
Decibel Products	DB844H90	2.00	10.00
Decibel Products	DB844H90VT-SX	2.00	10.00
Decibel Products	DB844H90VT-X	2.00	12.00
Decibel Products	DB844H90-X	2.00	12.00
Decibel Products	DB848H90-XY	4.00	20.00
Decibel Products	DB854H90	4.00	17.50
Decibel Products	DB854HV90D-SX	13.74	43.00
Decibel Products	DB854HVH90D-SX	13.74	43.00
Decibel Products	DB855DDH90	5.00	28.00
Decibel Products	DB855DDH90(E)	5.00	28.00
Decibel Products	DB858 H90	13.74	41.00
Decibel Products	DB858DDH90SX	13.74	41.00
Decibel Products	DB858HV65-SX	8.00	43.00
Decibel Products	DB864 H90	1.04	5.00
Decibel Products	DB871 H105	1.04	5.00
Decibel Products	DB871 H120	1.04	5.00
Decibel Products	DB871 H83	1.04	5.00
Decibel Products	DB872 H105	2.06	7.00
Decibel Products	DB872 H120	2.06	7.00
Decibel Products	DB872 H83	2.06	7.00
Decibel Products	DB872H105-X	2.06	7.00
Decibel Products	DB872H120	2.06	7.00
Decibel Products	DB874H105	4.10	14.00
Decibel Products	DB874H105	4.10	14.00
Decibel Products	DB874H105-X	4.10	14.00
Decibel Products	DB874H105-XC	4.10	14.00
Decibel Products	DB874H120	4.10	14.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft²)	Weight (lbs)
Decibel Products	DB874H120	4.10	14.00
Decibel Products	DB874H83	4.10	14.00
Decibel Products	DB874H83-SX	4.10	14.00
Decibel Products	DB878H105	8.00	20.00
Decibel Products	DB878H105-X	8.00	20.00
Decibel Products	DB878H105-XC	8.00	20.00
Decibel Products	DB878H120	8.00	20.00
Decibel Products	DB878H120-X	8.00	20.00
Decibel Products	DB878H120-XC	8.00	20.00
Decibel Products	DB878H83	8.00	20.00
Decibel Products	DB878H83	8.00	20.00
Decibel Products	DB878H83-SX	8.00	20.00
Decibel Products	DB878H83-X	8.00	20.00
Decibel Products	DB881H60	1.04	5.00
Decibel Products	DB882H60	2.06	7.00
Decibel Products	DB884H45	3.90	21.00
Decibel Products	DB884H45	4.10	14.00
Decibel Products	DB884H45	4.10	14.00
Decibel Products	DB884H45-X	4.10	14.00
Decibel Products	DB884H60	4.10	14.00
Decibel Products	DB930DD65E-M	2.70	15.00
Decibel Products	DB932DD65T2E-M	3.10	17.00
Decibel Products	DB932DD90T2E-M	4.50	18.00
Decibel Products	DB978H120E-M	2.00	7.10
Decibel Products	DB983H65E-M	3.30	12.00
EMS	FC90-11-00NA	4.00	21.00
EMS	FR90-16-00DP	3.10	18.00
EMS	FR90-16-02DP	3.10	18.00
EMS	FS70-12-00NA	8.00	36.00
EMS	FS70-12-10_A2	8.00	36.00
EMS	FS90-09-00	5.00	27.00
EMS	FS90-09-05_A2	5.00	27.00
EMS	FS90-11-00	8.00	36.00
EMS	FS90-12-00_A2	8.00	36.00
EMS	FV105-10-00	2.70	15.00
EMS	FV105-10-05	2.70	15.00
EMS	FV105-10-10	2.70	15.00
EMS	FV105-12-00	8.00	34.00
EMS	FV60-15-00NA	8.00	27.50
EMS	FV65-13-00_A2	4.00	21.00
EMS	FV70-14-00_A2	4.00	21.00
EMS	FV90-09-10NA	2.70	15.00
EMS	FV90-11-00	4.00	21.00
EMS	FV90-11-05_A2	4.00	21.00
EMS	FV90-11-10_A2	4.00	21.00
EMS	FV90-12-00	6.00	30.00
EMS	FV90-12-00_A2	6.00	30.00
EMS	FV90-12-05_A2	6.00	30.00
EMS	FV90-12-10	6.00	30.00
EMS	FV90-12-10_A2	6.00	30.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
EMS	FV90-13-00	6.00	30.00
EMS	FV90-13-00_A2	8.00	34.00
EMS	RR90-14-00	1.70	9.00
EMS	RR90-17-02	3.10	18.00
EMS	RS80-10-00_A2	8.00	36.00
EMS	RV105-11-00_A2	4.00	21.00
Gabriel	DDP10P-59BSE	78.54	370.00
Gabriel	DDP8P-59BSE	50.27	280.00
Gabriel	GHA10-21	78.54	310.00
Gabriel	SRD10-59ASE	78.54	535.00
Gabriel	SRD8-59ASE	50.27	395.00
Hazeltine	820-080-11-9 840	6.30	28.00
Hazeltine	820-080-11-9 870	6.30	28.00
Kathrein	740198	1.37	16.00
Kathrein	63-30-6-1	5.38	22.00
Kathrein	740198 RFM3	2.00	39.00
Kathrein	740198R2	2.73	23.50
Kathrein	740198RF	18.00	1.80
Kathrein	740198RFL2	1.36	15.00
Kathrein	740198RFM2	39.00	2.00
Kathrein	KT-740198	1.37	16.00
Kathrein	KT-740198R2	2.73	23.50
Kathrein	KT-740198R2	2.73	23.50
Kathrein	KT-740198RFL2	2.73	23.50
Kathrein	KT-740198RFL2	2.73	23.50
Kathrein	KT-740198RFL5/8	1.73	18.00
Kathrein	KT-740198RFL5/8	1.73	18.00
Mark	HP-100A72 RF	113.04	336.00
Mark	HP-60A120L	314.00	860.00
Mark	HP-60A72 L	113.04	336.00
Mark	HP-60A72 RF	113.04	336.00
Mark	MHP-21A96	200.96	491.00
Mark	MHP-60A72 R	113.04	336.00
Mark	P-21A120G	314.00	286.00
Mark	P-21A120GF	314.00	286.00
Mark	P-21A120N	314.00	575.00
Mark	P-21A144G	452.16	465.00
Mark	P-21A48	50.24	127.00
Mark	P-21A48N	50.24	127.00
Mark	P-21A72G	113.04	128.00
Mark	P-21A72GF	113.04	128.00
Mark	P-21A72N	113.04	202.00
Mark	P-21A96G	200.96	216.00
Mark	P-21A96GF	200.96	216.00
Mark	P-21A96N	200.96	293.00
Mark	P-21B72GF	113.04	128.00
Mark	P-22A72G	113.04	128.00
Mark	P-24A48GN-2	50.24	86.00
Mark	P-24A72GN-U	113.04	128.00
Mark	P-24A96GN	200.96	216.00

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DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Mark	P-57848N-2	50.24	127.00
Mark	P-57A48N	50.24	127.00
Mark	P-57A48N-2	50.24	127.00
Mark	P-57A72N-2	113.04	202.00
Mark	P-57A96-2	200.96	293.00
Mark	PA-21B48N	50.24	127.00
Mark	PA-21B72G	113.04	171.00
Northern Telecom	CELL PLUS		
Northern Telecom	SMART	17.24	176.00
Northern Telecom	SMART	17.24	176.00
Northern Telecom	SMART 2.5	17.24	176.00
RSI	A-57A24N-U	78.54	20.00
RSI	HP-105A120	78.54	866.00
RSI	HP-105A72	28.27	336.00
RSI	HP-60120W	78.54	866.00
RSI	HP-60A72	28.27	336.00
RSI	MHP-21A72	28.27	336.00
RSI	MHP-21A96	50.27	491.00
RSI	MHP-21B96	50.27	491.00
RSI	MHP-6072W	28.27	336.00
RSI	MHP-6096W	50.27	491.00
RSI	MHP-60A96	50.27	491.00
RSI	P-105A48	12.57	109.00
RSI	P-21A120G	27.43	286.00
RSI	P-21A144G	46.87	465.00
RSI	P-21A72G	11.22	171.00
RSI	P-21A96G	19.00	216.00
RSI	P-24A48G	6.32	86.00
RSI	P-24A72G	11.22	171.00
RSI	P-24A72GF-2	11.22	171.00
RSI	P-24A96G	19.00	216.00
RSI	P-57A72N	28.27	120.00
RSI	P-57A96N	50.27	240.00
RSI	P-57B48N	12.57	109.00
RSI	P-57C24N	3 14	120.00
RSI	P-60A72	28.27	120.00
RSI	P-60A96	50.27	240.00
RSI	PA-21B72G	11.22	128.00
RSI	PA-21B72GP	11.22	128.00
Scala	740198	1.37	16.00
Scala	740217	3.90	13.40
Scala	AP11-850/105	3.50	13.60
Scala	AP13-850/065	3.50	19.00
Scala	AP16-850/047	7.50	26.00
Scala	KT740198R2	2.73	23.50
Scala	KT740198R5/8	1.73	18.00
Scala	KT740218R2	2.73	23.50
Scala	KT740218R5/8	1 73	18.00
Scala	OGC 9825RFL5/8	1.73	18.00
Scala	OGC6-825-2D	1.94	16.00

OR BOOK 1565 PAGE 411

DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Scala	OGC9-825	1.37	16.00
Scala	OGC9-825 RFL5/8	1.97	18.00
Scala	OGC9-825N	1.37	16.00
Scala	OGC9-825N RFL2	0.60	23.00
Scala	OGC9-825N RFM3	0.60	23.00
Scala	OGC9-825NR5/8	1.73	18.00
Scala	OGC9-825RFL-2	1.37	16.00
Scala	PR-850	4.40	38.00
Scala	PRBB-850	4.40	38.00
Sinclair	SLR-410C-4R160	2.80	27.00
Sinclair	SLR-410C-4R60	2.58	27.00
Sinclair	SLR-410C-4R90	2.57	27.00
Sinclair	SRL410 C9 R105	5.50	35.00
Sinclair	SRL410 C9 R160	5.94	35.00
Swedcom	900900NA	1.33	10.00
Swedcom	901200NA	2.30	20.00
Swedcom	901200NAS	2.30	20.00
Swedcom	901205NAS	2.30	20.00
Swedcom	901210NAS	2.30	20.00
Swedcom	ALP110 08	1.60	15.00
Swedcom	ALP110 11	3.70	24.50
Swedcom	ALP4014-N	4.00	20.00
Swedcom	ALP4016N	8.10	33.30
Swedcom	ALP6011N	2.30	18.00
Swedcom	ALP6014N	5.40	28.90
Swedcom	ALP6016N	9.50	55.10
Swedcom	ALP8010N	2.10	16.00
Swedcom	ALP8013N	4.50	27.30
Swedcom	ALP9209N	1.70	15.30
Swedcom	ALP9212N	3.90	26.70
Swedcom	ALP9214N	8.10	53.30
Swedcom	ALP-E 9011	2.30	20.00
Swedcom	CTY10510 N	5.30	16.00
Swedcom	CTY9006-N	5.10	2.00
Swedcom	CTY9010	5.30	16.00

OR BOOK 1565 PAGE 412

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2527707 OR BOOK 2125 PAGE 2093, Recorded 12/30/2004 at 08:37 AM

Return to:
Stephani Leadingham
AFL Wireless
1685 Bluegrass Lakes Parkway, Alpharetta, GA 30004
Sprint PCS Site ID: MI60XC245-B

Memorandum of Site Lease Acknowledgement

This Memorandum evidences that a lease was made and entered into by written Site Lease Acknowledgement dated November 24, 2004, between Crown Castle South LLC, a Delaware limited liability company ("Lessor") and Sprint Spectrum L.P., a Delaware limited partnership ("Lessee"), the terms and conditions of which are incorporated herein by reference.

Such agreement provides in part that Lessor subleases to Lessee a portion of a certain site ("Site) located on 450 SW Thornhill Drive, City of Port St. Lucie, County of St. Lucie, State of Florida, which is described in Attachment "1" attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years, with automatic renewal for four (4) five-year terms, commencing on earlier of : (i) the first day of the month immediately following the date that is one hundred eighty (180) days from the date on which the SLA is sent by certified mail, return receipt requested, or delivered by a nationally recognized courier service, or hand delivered from Lessor to Lessee for execution (provided that the SLA is subsequently fully executed); or (ii) the first day of the second month immediately following the first to occur of (a) the issuance of a building permit for the construction or installation of Lessee's Equipment, or (b) commencement of construction or installation of Lessee's Equipment. The Basic Monthly Payments shall commence on the SLA Term Commencement Date.

[SIGNATURES APPEAR ON NEXT PAGE]
[REMAINDER OF PAGE LEFT BLANK INTENTINALLY]

LESSOR:
Crown Castle South LLC, a Delaware limited liability company

By: _____ Witness: Tyrrell L. Moore

Print Name: Jason Caliento Print Name: Tyrrell L. Moore

Title: Vice President of Assets Witness: Sara Price

Print Name: SARA PRICE

LESSEE:
Sprint Spectrum L.P., a Delaware limited partnership

By: _____ Witness: Angie Chromy

Print Name: James G. Meyers Print Name: Angie Chromy

Title: AVP-Site Delivery Witness: Karen S. Thomas

Address: 6391 Sprint Parkway, Print Name: Karen S. Thomas
Mailstop KSOPHT0101-Z2650
Overland Park, KS 66251-2650

LESSOR NOTARY BLOCK

(STATE OF North Carolina)

(COUNTY OF Mecklenburg) ss:

On the 24 day of November, 2004, before me personally came Jason Caliento, to me known who, being by me duly sworn, did depose and say that he resides in North Carolina; that (s)he is an Vice President of Assets of Crown Castle South, ~~Inc~~ LLC, a Delaware ~~corporation~~ limited liability company described in and which executed the foregoing instrument; and that (s)he signed his name thereto by order of the Board of Directors.

Cinde Moore
Notary Public

[Notary Seal]

CINDE MOORE NOTARY PUBLIC UNION COUNTY, NC

LESSEE NOTARY BLOCK

(STATE OF KANSAS)

(COUNTY OF JOHNSON) ss:

On the 22 day of November 2004 before me personally came James G. Meyers to me known who, being by me duly sworn, did depose and say that he resides in Kansas; that (s)he is an AVP-Site Delivery of Sprint Spectrum, the LLC corporation described in and which executed the foregoing instrument; and that (s)he signed his name thereto by order of the Board of Directors.

Notary Public - State of Kansas
SUSAN K. MULVANEY
My Appointment Expires 7/8/06

Susan K Mulvaney
Notary Public

[Notary Seal]

Attachment "1" Page 1 of 1

DESCRIPTION OF LEASE PARCEL

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence continue South 26° 54' 12" East along said Easterly line of Tract "O" a distance of 303.00 feet to a point on the North line of the Florida's Turnpike ramp right-of-way; thence North 81° 43' 58" West along said Northerly right-of-way line a distance of 70.10 feet to the POINT OF BEGINNING; thence continue North 81° 43' 58" West along said Northerly right-of-way line a distance of 48.92 feet; thence departing from said right-of-way line, North 26° 54' 12" West a distance of 55.95 feet; thence North 63° 05' 48" East a distance of 39.99 feet; thence South 26° 54' 12" East a distance of 84.13 feet to the POINT OF BEGINNING.

Containing an area of 2,800.8 Square feet.

DESCRIPTION OF ACCESS EASEMENT

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 63° 05' 48" West along the Southerly right-of-way line of Thornhill Drive a distance of 47.94 feet to the POINT OF BEGINNING; thence departing from said Southerly right-of-way line, South 26° 54' 12" East a distance of 375.28 feet; thence South 57° 14' 21" East a distance of 79.94 feet; thence South 24° 42' 41" East a distance of 254.43 feet; thence South 63° 05' 48" West a distance of 40.00 feet; thence North 26° 54' 12" West a distance of 20.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 229.35 feet; thence North 57° 14' 21" West a distance of 79.52 feet; thence North 26° 54' 12" West a distance of 380.68 feet to a point on said Southerly right-of-way line of Thornhill Drive; thence North 63° 05' 48" East along said Southerly right-of-way line a distance of 20.00 feet to the POINT OF BEGINNING.

Containing an area of 14,600.3 Square feet.

DESCRIPTION OF UTILITY EASEMENT

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence South 63° 05' 48" West a distance of 19.71 feet to the POINT OF BEGINNING; thence South 24° 42' 41" East a distance of 188.83 feet; thence South 63° 05' 48" West a distance of 30.38 feet; thence North 26° 54' 12" West a distance of 10.00 feet; thence North 63° 05' 48" East a distance of 178.82 feet; thence North 24° 42' 41" West a distance of 10.01 feet to the POINT OF BEGINNING; thence North 63° 05' 48" East a distance of 10.00 feet to the POINT OF BEGINNING.

Containing an area of 2,092 Square feet.

REVISED 7/7/98 – CHANGED LEASE , ADD UTIL. ESMT.

Bellsouth Mobility - St Lucie West-02

William B. Zentz & Associates, Inc.
Land Survey Services
CERTIFICATE OF AUTHORIZATION (LB) No. 6840
953 Old Dixie Highway, Suite B-4
Vero Beach, Fl 32960
Phone: (561) 567-7552
Fax : (561) 567-1751

WILLIAM B. ZENTZ, PLS
REGISTERED LAND SURVEYOR No. 5278
STATE OF FLORIDA

JOB No. 100-022
DATE 6/2/98
SHEET 1 OF 2

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3577018 OR BOOK 3281 PAGE 308, Recorded 03/31/2011 at 01:35 PM
Doc Tax: $0.70

STATE OF FLORIDA
COUNTY OF ST. LUCIE

8416-C-FL
(06-2007)

Preparer's Name and Address:

Jim Cox, P.E.
c/o AT&T Florida
5360 NW Nassau Lane
Port St. Lucie, FL 34983-3312

Grantee's Address:

BellSouth Telecommunications, Inc.
d/b/a AT&T Florida
3300 Okeechobee Road, Room 237
Ft. Pierce, FL 34947

NON-EXCLUSIVE EASEMENT

For and in consideration of the sum of **Ten Dollars and No Cents ($10.00)** and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises, **CITY OF PORT ST. LUCIE, a Florida municipal corporation** (hereinafter referred to as "Grantor"), does hereby grant to **BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation, d/b/a AT&T Florida** (hereinafter referred to as "Grantee"), and its successors and assigns, an easement ("Easement") to construct, operate, maintain, add and/or remove such systems of communications, or related items as Grantee may from time to time deem necessary in the conduct of its business upon, over, under and across a portion of the following real property and drainage right-of-way, situate, lying and being in the County of **St. Lucie**, State of **Florida**, to wit:

See Exhibit "A," attached hereto and incorporated herein.

This Easement, including the following rights are hereby granted: the right of ingress and egress to the Easement; the right to allow Grantee's contractors to lay cable or conduit or other appurtenances on and under the Easement area for communications; the right, but not the obligation, to clear the Easement area and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim, cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the Easement area which might interfere with or fall upon the lines or systems of communication; the right to relocate said facilities and systems of communications of Grantee to a mutually acceptable and agreeable new easement location if any future highway relocation, widening, or improvements required and constructed by Grantor, the City of Port St. Lucie, shall require the removal of said facilities and systems outside the above-described Easement area; and the right to allow Grantee's suppliers to provide fuel or other similar energy resources to Grantee's equipment within the Easement area.

To have and to hold the above granted Easement unto Grantee, its successors and assigns forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land upon which the aforesaid Easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:
The following special stipulations shall control in the event of conflict with any of the foregoing easement:

If any of the real estate, landscaping, sod, or any other improvement located on Grantor's property, outside the Easement area, is disturbed or damaged by any of the activities, under this agreement, of Grantee, its agents, employees, servants, contractors, consultants, or persons acting pursuant to contracts or agreement with Grantee then Grantee shall restore all such property to a condition, substantially similar to the condition, existing prior to the disturbance or damage.

Grantor reserves the right to use the subject property, Easement area, and all adjacent City property in any manner that will not unreasonably interfere with the Easement rights granted to Grantee hereinabove.

Grantee shall indemnify and hold harmless Grantor, its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's fees and cost of defense, which Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the actions, negligence or the failure to exercise care by Grantee, its officers, employees, agents, servants, contractors, consultants, in the construction, operation, maintenance, reconstruction or use of Grantee's facilities and systems of communications located upon, over, under and around the above-described Easement area.

In the event that any of Grantor's drainage substructures, conduits, or pipes lying within or adjacent to the non-exclusive easement area require replacement or maintenance by Grantor, then Grantee will fully cooperate with Grantor to insure that replacement and maintenance will occur in a timely manner while protecting the Grantee's existing direct buried communication cables and above ground equipment cabinets. Further, Grantee agrees that in the event any damage or destruction of Grantor's above-described facilities is caused solely by Grantee's activities within the non-exclusive easement area, then Grantee shall pay for any and all costs associated with the repair or replacement of said facilities of Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and set its hand and seal by its proper officer or representative duly authorized this 29 day of March, 2011.

Signed, sealed and delivered In the presence of:

Mary Ann Verillo
Print Name: MARY ANN VERILLO
Witness

Betty Bollinger
Print Name: Betty Bollinger
Witness

CITY OF PORT ST. LUCIE, a Florida municipal corporation
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

By: Jerry A. Bentrott
Jerry A. Bentrott, City Manager

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY, that on this 29 day of March, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, Jerry A. Bentrott, as City Manager, authorized to act on behalf of **CITY OF PORT ST. LUCIE, a Florida corporation**, is [X] personally known to me or [ ] proven by producing the following identification _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at City Hall, in the County and State aforesaid, on this, the 29 day of March, 2011.

NOTARY PUBLIC-STATE OF FLORIDA
Mary Ann Verillo
Commission # DD665926
Expires: JUNE 09, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY SEAL/STAMP

_____(Seal)
Mary Ann Verillo
Print Name of Notary Public

Notary Public, State of 06-09-2011
My Commission expires

TO BE COMPLETED BY GRANTEE

District Central	FRC	Wire Center/NXX South Port St. Lucie	Authority 0E854454N
Drawing	Area Number	Plat Number	RWID
Parcel ID 3420-585-0013-000-1	Approval Charles L. Adams 7/31/2011		Title Area Manager

This Non-Exclusive Easement to AT&T has been duly authorized and approved by the City Council of the City of Port St. Lucie by Ordinance 11-17.

THIS IS NOT A SURVEY

DESCRIPTION

EQUIPMENT EASEMENT

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF TRACT "O" OF THE PLAT ENTITLED PORT ST. LUCIE SECTION EIGHTEEN AS RECORDED IN PLAT BOOK 13, PAGES 17 AND 17A THROUGH 17K, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "O"; THENCE SOUTH 26°54'12" EAST, ALONG THE EASTERLY LINE OF SAID TRACT "O", A DISTANCE OF 658.49 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 63°05'48" WEST, A DISTANCE OF 8.23 FEET TO THE POINT OF BEGINNING, OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 26°54'12" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 63°05'48" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 26°54'12" WEST, A DISTANCE OF 20.00'; THENCE NORTH 63°05'48" EAST, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 200 SQUARE FEET, MORE OR LESS.

CABLE EASEMENT

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF TRACT "O" OF THE PLAT ENTITLED PORT ST. LUCIE SECTION EIGHTEEN AS RECORDED IN PLAT BOOK 13, PAGES 17 AND 17A THROUGH 17K, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "O"; THENCE SOUTH 26°54'12" EAST, ALONG THE EASTERLY LINE OF SAID TRACT "O", A DISTANCE OF 658.49 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 63°05'48" WEST, A DISTANCE OF 8.23 FEET; THENCE SOUTH 26°54'12" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 63°05'48" WEST, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE SOUTH 63°05'48" WEST, A DISTANCE OF 45.00 FEET; THENCE NORTH 26°54'12" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 63°05'48" EAST, A DISTANCE OF 45.00 FEET; THENCE SOUTH 26°54'12" EAST, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 450 SQUARE FEET, MORE OR LESS.

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. 5366

DATE: 11-5-2010

AT&T PROJECT No. 0E854454N

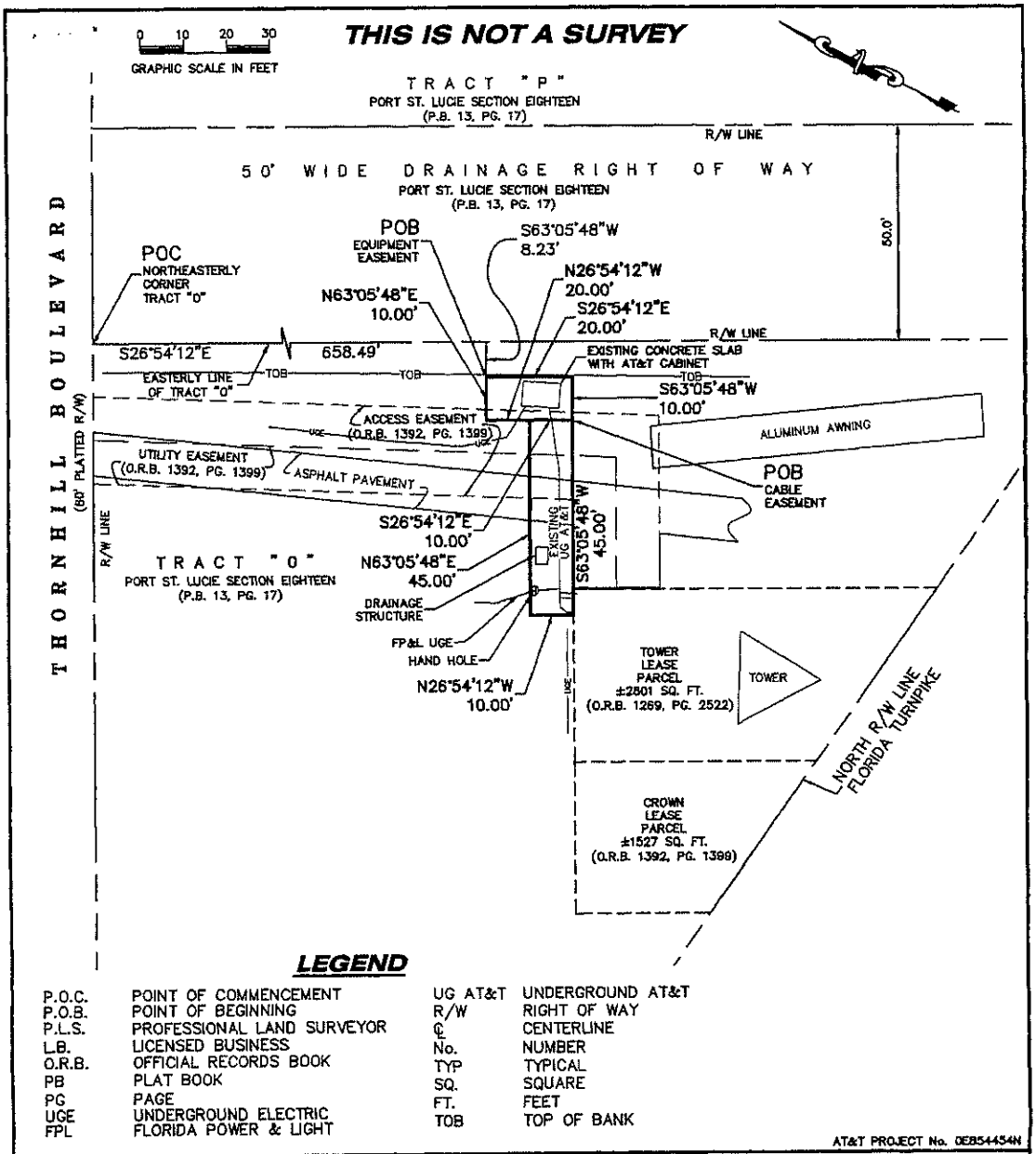
SKETCH & DESCRIPTION

PREPARED FOR:
AT&T OF FLORIDA

GEOMATICS SERVICES Inc.
PROFESSIONAL SURVEYORS & MAPPERS
3815 S.W. Savoy Dr. PALM CITY, FLORIDA
(772) 419-8383 FAX (772) 408-4208
CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS				

JOB No. : 10-136 SCALE : 1"= 30' | DATE: 10/7/2010 DRAWN BY: BCS | FIELD BOOK: PAGE: | CHECKED BY: MTO EFB FILE: | CADD FILE : 10-136SK&D1.dwg | SHEET 1 OF 2



LEGEND

P.O.C.	POINT OF COMMENCEMENT	UG AT&T	UNDERGROUND AT&T
P.O.B.	POINT OF BEGINNING	R/W	RIGHT OF WAY
P.L.S.	PROFESSIONAL LAND SURVEYOR	℄	CENTERLINE
L.B.	LICENSED BUSINESS	No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK	TYP	TYPICAL
PB	PLAT BOOK	SQ.	SQUARE
PG	PAGE	FT.	FEET
UGE	UNDERGROUND ELECTRIC	TOB	TOP OF BANK
FPL	FLORIDA POWER & LIGHT		

AT&T PROJECT No. 0EB54454N

SKETCH & DESCRIPTION

PREPARED FOR:

AT&T OF FLORIDA

GEOMATICS SERVICES Inc.
PROFESSIONAL SURVEYORS & MAPPERS
3815 S.W. Savoy Dr. PALM CITY, FLORIDA
(772) 419-8383 FAX (772) 408-4208
CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS				

JOB No. : 10-136 DATE: 10/7/2010 FIELD BOOK:
SCALE : 1"= 30' DRAWN BY: BCS PAGE:
CHECKED BY: MTO CADD FILE : 10-136SK&D1.dwg
EFB FILE:

SHEET 2 OF 2

M:\10-Projects\10-136 ATT HAYSVILLE-THORNHILL\10-136SK&D1.dwg, 11/5/2010 9:21:43 AM, Adobe PDF, ITRO BW11

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3691396 OR BOOK 3377 PAGE 2728, Recorded 04/09/2012 at 09:54

Verizon Wireless Site Name: Bellsouth St. Lucie West / 62725

AFTER RECORDING RETURN TO:

PENNINGTON LAW FIRM, L.L.C.
P.O. BOX 2844
COLUMBIA, S.C. 29202

STATE OF FLORIDA)
)
COUNTY OF ST. LUCIE)

AMENDED MEMORANDUM OF CO-LOCATION AGREEMENT

This Amended Memorandum of Co-Location Agreement (the "Amended Memorandum") is made this 22 day of March, 2012, between **CROWN CASTLE SOUTH LLC** , a Delaware limited liability company, hereinafter designated "Crown", and **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP**, a Delaware limited partnership **D/B/A VERIZON WIRELESS**, hereinafter designated "Verizon Wireless". Crown and Verizon Wireless are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Crown and Verizon Wireless entered into a Co-Location Agreement dated June 25, 1999, as may have been previously amended and/or assigned (collectively, the "Agreement"), whereby Verizon Wireless leased from Crown space as described in that certain Agreement; and

WHEREAS, this Amended Memorandum is not intended to supersede, replace, or release Verizon Wireless' rights under any prior recorded Memorandum;

NOW THEREFORE, the terms of the Agreement are modified as follows:

1. In consideration of the payments, and subject to the terms and conditions, set forth in the Agreement, Crown has leased to Verizon Wireless space at that certain property located on 480 SW Thornhill Drive, Port St. Lucie, St. Lucie, Florida 34984, which property is further identified on Exhibit 1 attached hereto and made a part hereof. The lease includes an 8' x 16' lease area for Verizon Wireless' equipment and a separate 4' x 7' lease area for Verizon Wireless' fuel tank, antennas on Crown's tower, the non-exclusive easement rights for ingress and egress, and for the installation and maintenance of utilities to the nearest public right of way located on that parcel of land located in St. Lucie County, State of Florida.

2. The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Crown and Verizon Wireless.

(SIGNATURES APPEAR ON NEXT PAGE)

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Crown and Verizon Wireless have caused this Memorandum to be duly executed on the date first written above.

CROWN:
CROWN CASTLE SOUTH LLC,
A Delaware limited liability company

WITNESS

WITNESS

By: _____
Name: Jodi C. Pollice
Title: ~~Interim Licensing Manager~~
Date: 3/22/2012

VERIZON WIRELESS:
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless

WITNESS

WITNESS

By: _____
Name: Hans F. Leutenegger
Title: Area Vice President Network
Date: 3-19-2012

STATE OF Pennsylvania :

: SS

COUNTY OF Washington :

ACKNOWLEDGEMENT

I, Katherine Witzberger a Notary Public for the County of Washington, State of Pennsylvania, do hereby certify that Jodi C. Pollice, to me personally known, who, being by me duly sworn, said that (s)he is Interim Licensing Manager of **CROWN CASTLE SOUTH LLC**, a Delaware limited liability company, and that (s)he being authorized to do so, executed the foregoing instrument on its behalf.

Sworn to and subscribed before me
this 22nd day of March,
2012.

Katherine Witzberger
Notary Public
My Commission Expires: 3.30.2012

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Katherine Witzberger, Notary Public
Cecil Twp., Washington County
My Commission Expires March 30, 2014
Member, Pennsylvania Association of Notaries

STATE OF NORTH CAROLINA : SS

COUNTY OF MECKLENBURG :

I, Jean M. Musa, a Notary Public for Mecklenburg County and State of North Carolina, do hereby certify that Hans F. Leutenegger, to me personally known, who, being by me duly sworn, did say that he is Area Vice President Network of **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless**, and that he executed the foregoing Instrument on its behalf.

Sworn to and subscribed before me
this 19 day of MARCH,
2012.

Jean M Musa

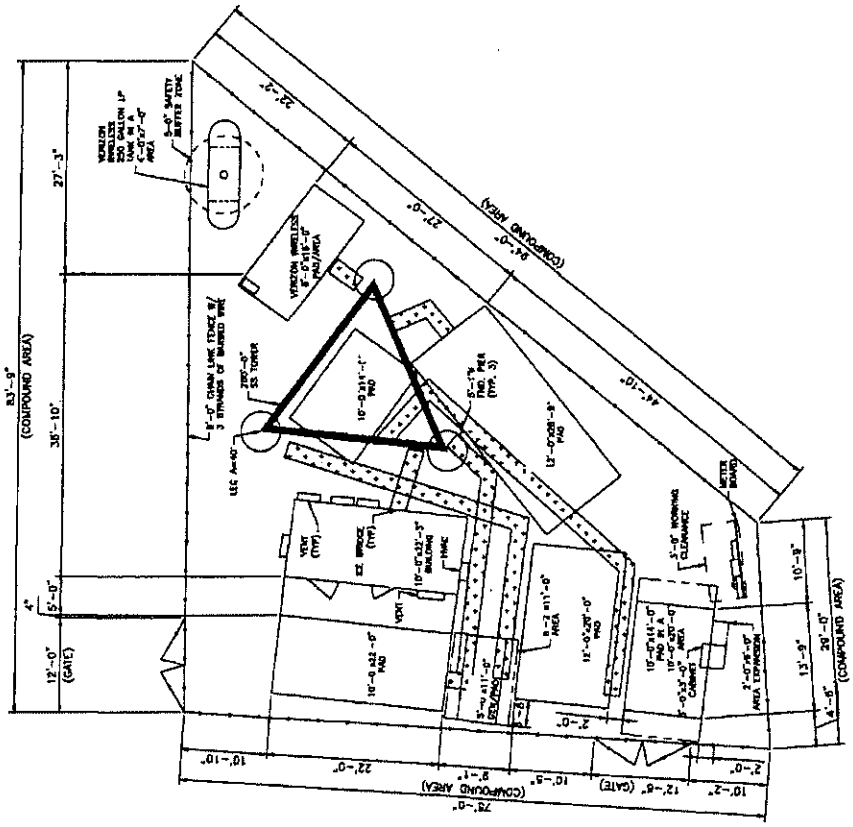
Notary Public

My Commission Expires: _____

JEAN M MUSA
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
May 18, 2015

Exhibit 1

(See Attached)



CROWN CASTLE

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4080754 OR BOOK 3756 PAGE 2328, Recorded 06/12/2015 at 04:27 PM
Doc Tax: $30.10

Prepared by and when recorded return to:
Stefanie Beskovoyne, Assistant City Attorney
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

(Space above this line reserved for recording office use only)

NON-EXCLUSIVE ACCESS EASEMENT

THIS NON-EXCLUSIVE ACCESS EASEMENT ("Easement"), executed this 11th day of June, 2015 by the CITY OF PORT ST. LUCIE, a Florida municipal corporation ("Grantor"), whose mailing address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 to FLORIDA POWER AND LIGHT COMPANY, a Florida corporation ("Grantee"), whose mailing address is 700 Universe Boulevard, Juno Beach, Florida 33408, Attention: Corporate Real Estate Department.

(Wherever used herein the terms "Grantor" and "Grantee" shall include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain property located in St. Lucie County, Florida as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property");

WHEREAS, Grantee desires to obtain a perpetual non-exclusive access easement from Grantor over that certain portion of Grantor's Property as more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Easement Area"), in order to access the easement area granted to Grantee by Grantor under that certain underground utility easement dated of even date herewith and recorded immediately preceding this Easement in the Official Records of St. Lucie County, Florida; and

WHEREAS, Grantor desires to grant Grantee a perpetual non-exclusive access easement over the Easement Area for the purposes set forth herein.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars and No Cents ($10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, its agents, successors and assigns, a perpetual non-exclusive access easement in, on, over and across the Easement Area for the sole purposes of ingress and egress by Grantee, its agents, contractors, subcontractors, invitees and assigns and the right to keep any road on the Easement Area clear of brush, trees, obstructions as may be necessary or desirable for Grantee's use.

TO HAVE AND TO HOLD this Easement hereby granted unto Grantee, its licensees, agents, legal representatives, successors and assigns, together with all conditions and covenants set forth herein, which covenants shall run with the land and shall inure to and be binding upon the heirs, representatives, successors and assigns of Grantee.

IT IS UNDERSTOOD that Grantee, at its sole cost and expense, shall be responsible for the maintenance, repair, construction, operation and replacement of any and all improvements installed, erected, constructed or in anywise made over, across, through or upon the Easement Area by Grantee, its agents, contractors, subcontractors, invitees and assigns. If any of the real estate, vegetation, landscaping, sod, or any other improvement located on the Property, outside or within the Easement Area, is disturbed or damaged by Grantee while performing any of its activities under this Easement, then Grantee shall restore such damaged portion of the Property to a condition, substantially similar to the condition, existing prior to the disturbance or damage; provided that such damage is not caused by the negligence or misconduct of Grantor or any other third party.

IT IS ALSO UNDERSTOOD that Grantor, for itself and its successors and assigns, reserves the right to install, construct, repair and maintain any improvements, including but not limited to utility facilities, within the Easement Area at any location, in Grantor's sole discretion, provided Grantor's use of the Easement Area does not interfere and/or is not inconsistent with the rights granted to Grantee herein.

IT IS ALSO FURTHER UNDERSTOOD, that Grantee shall indemnify and hold harmless Grantor, its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's fees and cost of defense, which Grantor or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the actions, negligence or the failure to exercise care by Grantee, its officers, employees, agents, servants, contractors, or consultants in Grantee's use of the Easement Area under this Easement, unless such liability, loss, or damage is caused by Grantor's negligence or failure to exercise care. In no event shall Grantee be liable for any indirect, special, incidental, punitive or consequential damages.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and set its hand and seal by its proper, duly authorized officer or representative the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

CITY OF PORT ST. LUCIE, Florida municipal corporation

Natalie Tennesson
Witness
Print Name: Natalie Tennesson

Robin F Hampl
Witness
Print Name: Robin Hampl

By: _____
Gregory J. Oravec, Mayor

Attest: _____
Karen A. Phillips, City Clerk

Approved as to Form and Correctness:

By: _____
Pam E. Booker, City Attorney

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 8th day of June, 2015, by Gregory J. Oravec, as Mayor for the City of Port St. Lucie, who ☒ is personally known to me, or ☐ who has produced _____ as identification.

Robin F Hampl
Notary Signature

NOTARY SEAL/STAMP

ROBIN F. HAMPL
Notary Public - State of Florida
My Comm. Expires Jul 10, 2015
Commission # EE 110846

Robin F. Hampl
Print Name of Notary

GRANTEE:

FLORIDA POWER AND LIGHT COMPANY, a Florida corporation

Dean J. Girard, Director, Corporate Real Estate

Signed, sealed and delivered in the presence of:

Witness
Print Name: Michelle M. Kahmann

Witness
Print Name: Amy Wilkos

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11th day of June, 2015, by Dean J. Girard, as Director of Corporate Real Estate for Florida Power & Light Company, a Florida corporation, who ☒ is personally known to me, or ☐ who has produced _____ as identification.

Notary Signature

Michelle M. Kahmann
Print Name of Notary

NOTARY SEAL/STAMP

Notary Public State of Florida
Michelle M Kahmann
My Commission EE105168
Expires 09/18/2015

Exhibit "A"

The Property

A Portion of Parcel ID: 3420-585-0013-000-1:

A tract or parcel of land lying in Sections 5 and 8 Township 37 South, Range 40 East, more particularly described as follows: -

The Northerly 500 feet of the Easterly 325 feet of Tract "O" as shown on Plat of PORT ST. LUCIE SECTION EIGHTEEN recorded in Plat Book 13, Page 17 of the Public Records of St. Lucie County, Florida.

All lying and being in the City of Port St. Lucie, St. Lucie County, Florida. Containing 3.73 Acres, more or less.

LEGAL DESCRIPTION

EXHIBIT B

ACCESS EASEMENT 1

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East; St. Lucie County, Florida, being a portion of Tract "O" of PORT ST. LUCIE SECTION 18, as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows;

Commence at the Northeast corner of said Tract "O", proceed South 63°05'48" West, along the Southerly right-of-way line of Thornhill Drive, (a 80.00 foot wide right-of-way), a distance of 47.94 feet to the POINT OF BEGINNING;

Thence departing from said Southerly right-of-way line, South 26°54'12" East, a distance of 375.26 feet; thence South 57°14'21" East, a distance of 79.94 feet; thence South 24°42'41" East, a distance of 254.43 feet; thence South 63°05'48" West, a distance of 40.00 feet; thence North 26°54'12" West, a distance of 20.00 feet; thence North 63°05'48" East, a distance of 20.75 feet; thence North 24°42'41" West, a distance of 229.35 feet; thence North 57°14'21" West, a distance of 79.52 feet; thence North 26°54'12" West, a distance of 380.68 feet to a point on the Southerly right-of-way line of Thornhill Drive; thence North 63°05'48" East, a distance of 20.00 feet to the POINT OF BEGINNING

Containing 14,500.3 square feet, more or less.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

5/29/15
DATE

Sheet 1 of 2

DESCRIPTION
OF
ACCESS EASEMENT 1

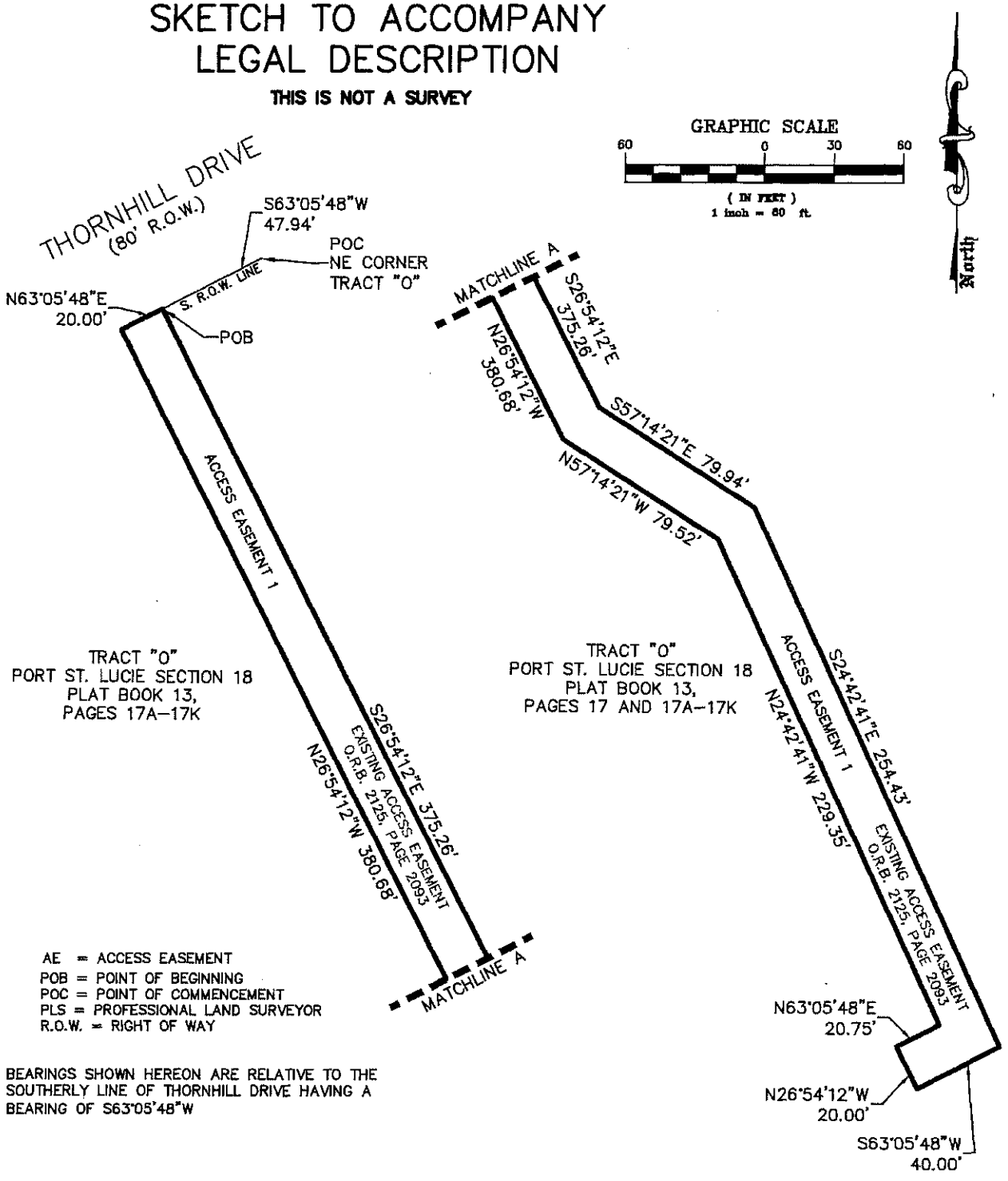
File: 12-299 s&d ae1.dwg
Date: 4-02-2015
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3576 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2012\12-299.004 folleasements\12-299 s&d ae1.dwg, 5/29/2015 9:29:31 AM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



AE = ACCESS EASEMENT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
R.O.W. = RIGHT OF WAY

BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTHERLY LINE OF THORNHILL DRIVE HAVING A BEARING OF S63°05'48"W

Sheet 2 of 2

SKETCH OF DESCRIPTION

OF

ACCESS EASEMENT 1

File: 12–299 s&d ae1.dwg
Date: 4–02–2015
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.cr-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.cr-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2012\12-299.004 fpl\easements\12-299 s&d ae1.dwg, 5/29/2015 9:29:11 AM

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4080756 OR BOOK 3756 PAGE 2343, Recorded 06/12/2015 at 04:27 PM
Doc Tax: $936.60

Prepared by and Return to:

Florida Power & Light Company
Samantha J. Saucier CRE/JB
700 Universe Blvd.
Juno Beach, FL 33408

Parcel ID# 3420-585-0013-000-1

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that THE CITY OF PORT ST. LUCIE, a municipality of the State of Florida ("Grantor"), whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, in consideration of the sum of One Dollar and No Cents ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420, and to its successors and assigns (collectively, "Grantee")(the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under this agreement or a portion of such rights with Grantee or its other assigns retaining and exercising the other rights), an easement forever for a right-of-way to be used for the construction, operation and maintenance of one or more underground electric transmission and distribution lines, including but not limited to, wires, cables, conduits, roads, trails and equipment associated therewith, attachments, appurtenant equipment, and appurtenant above-ground equipment, and for communication purposes (all of the foregoing hereinafter referred to as "facilities"), over, under, in, on, upon and across the lands of Grantor situated in the County of St. Lucie and the State of Florida and being more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof;

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over or under the above-described right-of-way with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way and on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

Grantor, however, reserves the right and privilege to use the above-described right-of-way for agricultural and such other purposes except as herein granted or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition; provided, however, and by the execution and delivery hereof Grantor so expressly agrees that no portion of the right-of-way shall be excavated, altered, obstructed, improved, surfaced or paved (except for existing asphalt pavement) without the prior written permission of Grantee, or its successors or assigns, and no building, well, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across said right-of-way by Grantor, or the heirs, personal representatives, successors or assigns of Grantor.

Grantee, at its sole cost and expense, shall be responsible for the maintenance, repair, construction, operation and replacement of any and all improvements installed, erected, constructed or in anywise made over, under, across, through or upon the above-described right-of-way by Grantee, its agents, contractors, subcontractors, invitees and assigns. If any of the real estate, vegetation, landscaping, sod, or any other improvement located on said right-of-way is disturbed or damaged by Grantee while performing any of its activities under this easement, then Grantee shall restore such damaged portion of the right-of-way to a condition, substantially similar to the condition, existing prior to the disturbance or damage; provided that such damage is not caused by the negligence or misconduct of Grantor.

Grantee shall indemnify and hold harmless Grantor, its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's fees and cost of defense, which Grantor or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the actions, negligence or the failure to exercise care by Grantee, its officers, employees, agents, servants, contractors, or consultants in the construction, operation, maintenance, reconstruction or use of Grantee's facilities and systems of communications located upon, over, under and around the easement area, unless such liability, loss, or damage is caused by Grantor's negligence or failure to exercise care. In no event shall Grantee be liable for any indirect, special, incidental, punitive or consequential damages.

By the execution hereof, Grantor covenants that it has the right to convey this easement and that Grantee and its successors and assigns shall have quiet and peaceful possession, use and enjoyment of this easement and the rights granted hereby.

NOTE: Grantor has agreed to grant Grantee a perpetual non-exclusive access easement over the above-described right-of-way via that certain Non-Exclusive Access Easement dated of even date herewith, and to be recorded immediately after this easement in the Official Records of St. Lucie County, Florida, in order to grant Grantee access to the right-of-way granted to Grantee hereunder. Prior to accessing the above-described right-of-way, Grantee shall provide reasonable notice to Grantor.

[Signature and acknowledgment appear on following page.]

IN WITNESS WHEREOF, the Grantor has executed this easement this 8th day of June, 2015.

Witnesses:

GRANTOR:

THE CITY OF PORT ST. LUCIE,
a municipality of the State of Florida

By: Natalie Tennesan
Print Name: Natalie Tennesan

By: Robin Hampl
Print Name: Robin Hampl

Gregory J. Oravec, Mayor

APPROVED as to Form and Correctness:

Pam E. Booker, City Attorney

Acknowledgment

STATE OF FLORIDA)
) SS:
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Gregory J. Oravec, as Mayor of THE CITY OF PORT ST. LUCIE, a municipality of the State of Florida, freely and voluntarily under authority duly vested in him on behalf of the City and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of June, 2015.

Notary Public
Printed, typed or stamped name of Notary Public

My Commission Expires: 7/10/15

ROBIN F. HAMPL
Notary Public - State of Florida
My Comm. Expires Jul 10, 2015
Commission # EE 110846

LEGAL DESCRIPTION

UE–2

Being an easement lying in a portion of Tract "O", as shown on the plat of PORT ST. LUCIE SECTION EIGHTEEN, Plat Book 13, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Commence at the Southeast corner of Tract "O" of said plat of PORT ST. LUCIE SECTION EIGHTEEN; thence North 26°52'44" West, along the Easterly line of said Tract "O", a distance of 1447.77 feet to the POINT OF BEGINNING of the following described easement;

Thence continue North 26°52'44" West, a distance of 44.63 feet to a point of curve to the left having a radius of 90.00 feet, a central angle of 37°34'02"; thence northwesterly along the arc a distance of 59.01 feet; thence North 64°26'46" West, a distance of 19.50 feet to a point of curve to the left having a radius of 40.00 feet, a central angle of 52°27'12"; thence westerly along the arc a distance of 36.62 feet; thence South 63°06'01" West, a distance of 55.73 feet to a point of curve to the right having a radius of 212.01 feet, a central angle of 35°11'27"; thence westerly along the arc a distance of 130.22 feet; thence North 81°42'31" West, a distance of 231.29 feet; thence North 37°58'10" West, a distance of 484.57 feet to the Southerly right–of–way of Thornhill Drive (a variable width right–of–way); thence North 63°07'16" East, along said Southerly right–of–way, a distance of 20.38 feet; thence South 37°58'10" East, a distance of 436.50 feet to a point of curve to the left having a radius of 90.00 feet, a central angle of 43°44'21"; thence southeasterly along the arc a distance of 68.71 feet; thence South 81°42'31" East, a distance of 187.14 feet to a point of curve to the left having a radius of 192.01 feet, a central angle of 35°11'27"; thence easterly along the arc a distance of 117.93 feet; thence North 63°06'01" East, a distance of 55.73 feet to a point of curve to the right having a radius of 60.00 feet, a central angle of 52°27'12"; thence easterly along the arc a distance of 54.93 feet; thence South 64°26'46" East, a distance of 19.50 feet to a point of curve to the right having a radius of 110.00 feet, a central angle of 02°28'13"; thence southeasterly along the arc a distance of 4.74 feet; thence North 26°52'44" West, a distance of 16.57 feet; thence North 63°07'16" East, a distance of 50.00 feet; thence South 26°52'44" East, a distance of 124.45 feet; thence South 63°07'16" West, a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 0.593 acres, more or less.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK,VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT–OF–WAY AND/OR EASEMENTS OF RECORD.

5/29/15

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

DATE

REVISION: REVISED LABEL GLM 10–30–2014
REVISION: REVISED LABEL AND LEGAL DESCRIPTION GLM 10–10–2014
REVISION: ADDED AREA TO EASEMENT, REVISED LEGAL DESCRIPTION GLM 10–9–2014 Sheet 1 of 3

DESCRIPTION
OF
UTILITY EASEMENT–2

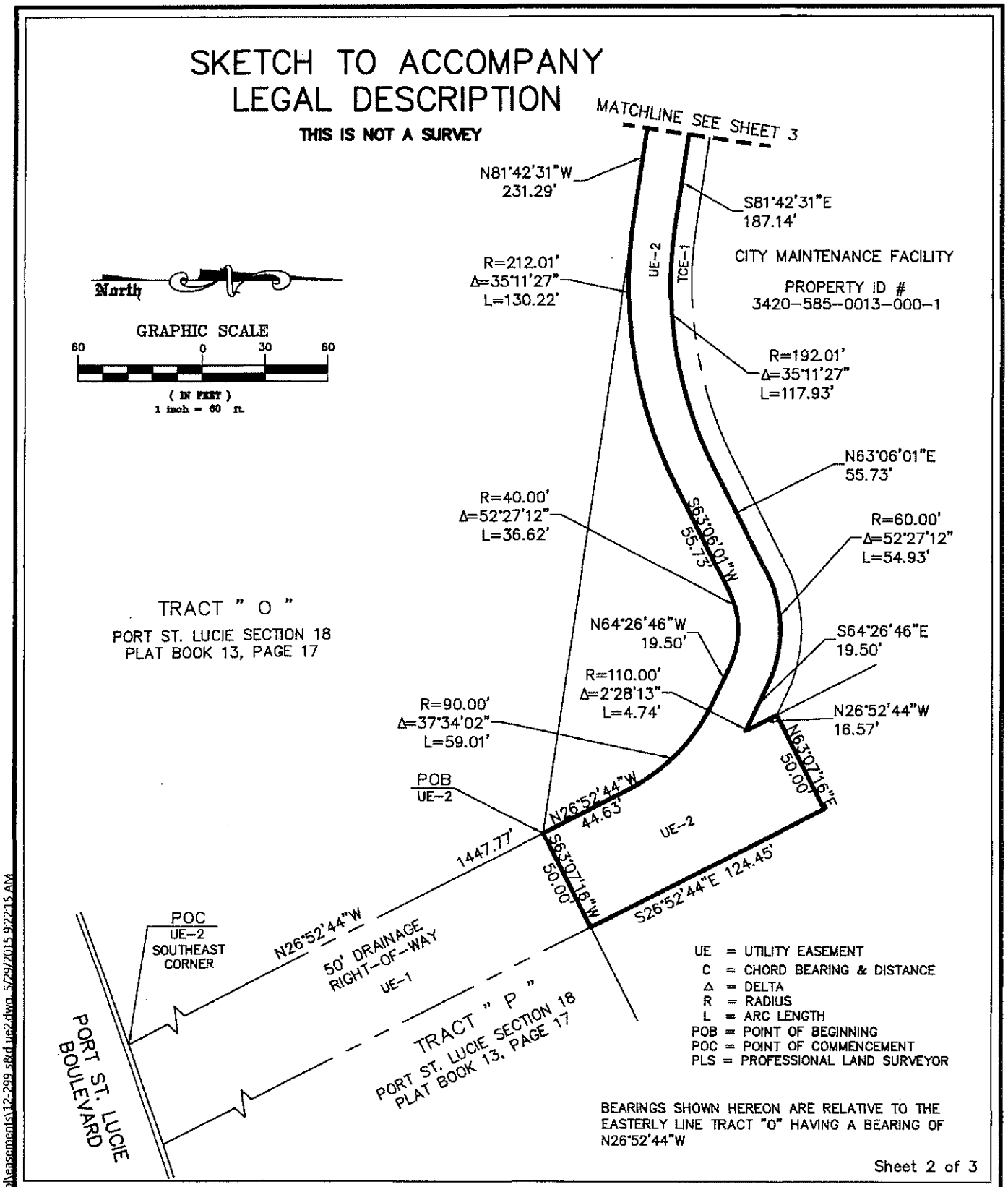
File: 12–299 s&d ue2.dwg
Date: 9–19–2014
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-cng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-cng.com
STATE OF FLORIDA CERTIFICATION No. LB 4284

P:\Proj-2012\12-299.004 fo\easements\12-299 s&d ue2.dwg, 5/29/2015 9:21:43 AM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



UE = UTILITY EASEMENT
C = CHORD BEARING & DISTANCE
Δ = DELTA
R = RADIUS
L = ARC LENGTH
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EASTERLY LINE TRACT "O" HAVING A BEARING OF N26°52'44"W

Sheet 2 of 3

SKETCH OF DESCRIPTION

OF

UTILITY EASEMENT-2

File: 12-299 s&d ue2.dwg
Date: 9-19-2014
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-cng.com
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STATE OF FLORIDA CERTIFICATION No. LB 4286

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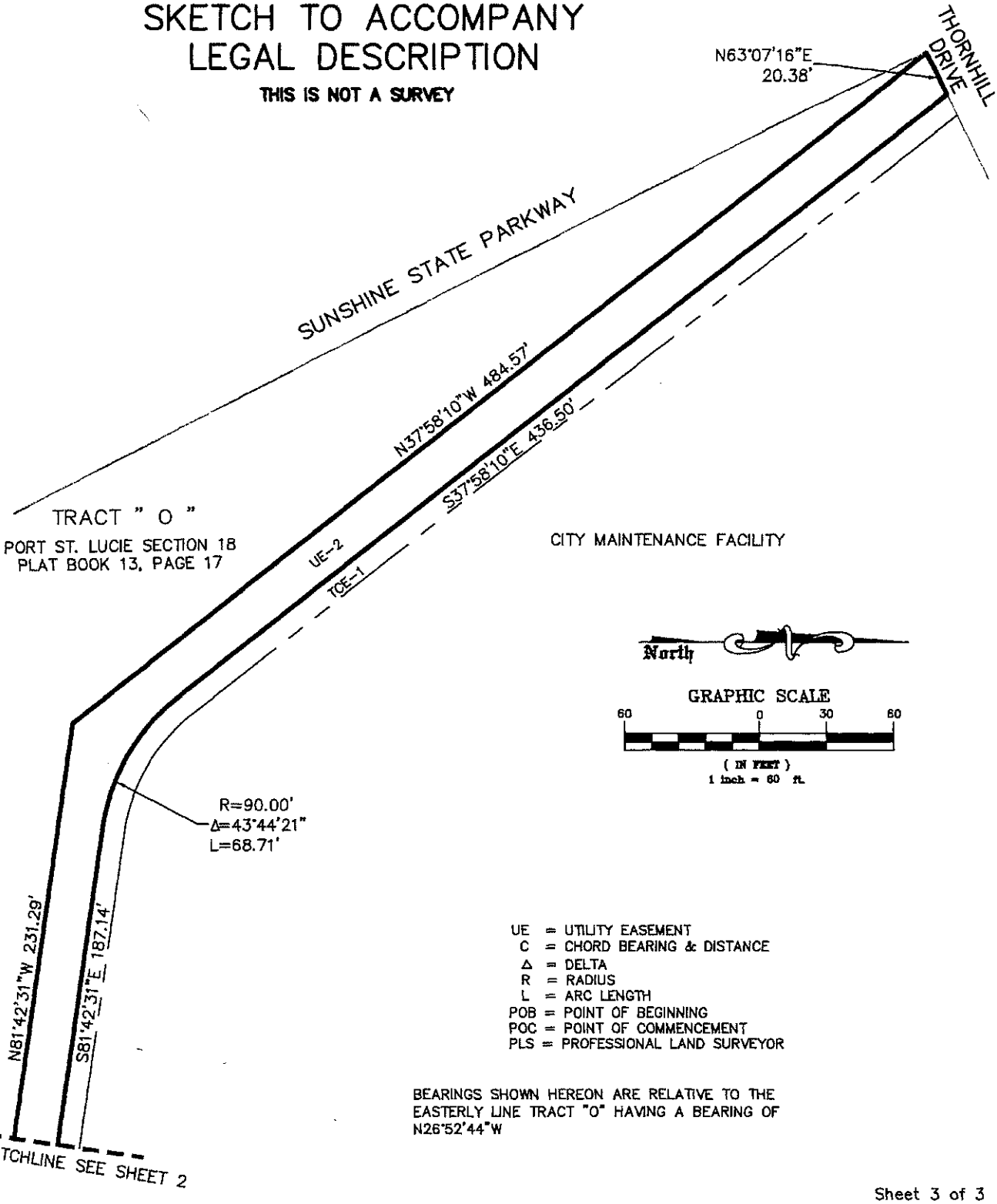
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



UE = UTILITY EASEMENT
C = CHORD BEARING & DISTANCE
Δ = DELTA
R = RADIUS
L = ARC LENGTH
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EASTERLY LINE TRACT "O" HAVING A BEARING OF N26°52'44"W

Sheet 3 of 3

SKETCH OF DESCRIPTION

OF

UTILITY EASEMENT–2

File: 12–299 s&d ue2.dwg
Date: 9–19–2014
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2580 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.cv-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3576 • FAX 772-464-9497 • www.cv-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2012\12-299.004 fpl\easements\12-299 s&d ue2.dwg, 5/29/2015 9:22:28 AM

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4775395 OR BOOK 4501 PAGE 2763, Recorded 11/03/2020 09:12:11 AM

815610 - Tmo Anchor

NOTICE OF COMMENCEMENT

Permit No. 20-42805 **Property Tax ID No.** 3420-585-0013-000-1

State of Florida, County of St. Lucie

The Undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

Legal Description of property and address if available 480-TW SW Thornhill Dr / LEGAL - PORT ST LUCIE-SECTION 18- THAT PART OF TRACT O MPDAF: BEG AT NE COR OF TRACT OF RUN S 26 DEG 54 MIN 1

General description of improvements Upgrade equipment at existing cell site

Owner/lessee TMobile/ Crown Castle

Address 2056 VISTA PARKWAY , SUITE 420, WEST PALM BEACH, FL 33411

Interest in property: LESSE

Fee Simple Title holder (if other than owner) CITY OF PORT ST. LUCIE

Address 121 SW PORT ST LUCIE BLVD., PORT ST. LUCIE, FL 34984-5099

Contractor Olin Wayn Companies, Inc./ Dan Ault **Phone #** 239-776-5884

Address 3060 Orange Grove Trail, Naples, FL 34120 **Fax #**

Surety **Phone #**

Address **Fax #**

Amount of Bond

Lender **Phone #**

Address **Fax #**

Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (a) 7., Florida Statues:

Name **Phone #**

Address **Fax #**

In addition to himself, owner designates **of**

Phone # **Fax #**

to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes. Expiration date of notice of commencement is one year from the date of recording unless a different date is specified. WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CH.713.13, F.S., AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF **COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION.** IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCMENT.

Shelia Turnipseed
Owner/Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager/ Signature

Real Estate Manager
Signatory's Title/Office

State of Florida, County of Hillsborough
Acknowledged before me this 2nd **, day of** November **20** 20 **, by** Shelia Turnipseed **,**
who is personally known to me or who has produced **as identification.**

Michelle Rodriguez
Signature of Notary **Type or Print Name of Notary** **(Seal)**

Title: Notary Public **Commission Number** GG047578

MICHELLE M. RODRIGUEZ DIAZ
MY COMMISSION # GG047578
EXPIRES November 15, 2020

Fusion Planning Stephen Mayer

Planning / Applications / P#: P22-346

Application | Comments | Submittals | Meetings | Allowed Users | BlueBeam | History | Fees | Conditions | Files | Reports

Save

Project Name:
City of PSL-Public Works Facility

Management/Property Information | Reviewers

Management

Project Type: *
REZONING

Status:
SUBMITTED

Approved Date:

Project Number: *
P22-346

Amended Number:

Utility File Number:

Building Type :
COMMERCIAL

Primary Email Address:
smayer@cityofpsl.com

Describe Request:
CG to U

Check this if Exempt from Public Records Request:

Property Information

Address:
430 & 450 SW Thornhill Dr

Project Site Location:
SW Thornhill Dr

City Section:
18

Block:
Tr O & P

Lot:

Legal Description:
PORT ST LUCIE-SECTION 18- NLY 500 FT OF TRACT P

PORT ST LUCIE-SECTION 18- THAT PART OF TRACT O MPDAF: BEG AT NE COR OF TRACT O RUN S 26 DEG 54 MIN 12 SEC E 803 FT, TH N 81 DEG 43 MIN 58 SEC W 526.03 FT, TH N 37 DEG 58 MIN 10 SEC W 484 FT TO NW

+

Parcel Number
3420-585-0013-000-1
3420-585-0014-000-8

Current Land Use: GENERAL COMMERCIAL

Current Zoning: U - UTILITY

Proposed Zoning: CG - GENERAL COMMERICAL

Utility Provider: CITY OF PORT ST. LUCIE

Acreage: 8.37

Administrative:

Architectural Elevations:

Agent/Applicant | Property Owners | Authorized Signatory of Corporation | Project Architect/Engineer

Agent First Name: Stephen

Agent Last Name: Mayer

Agent Business Name: City of Port St. Lucie

Agent Phone: (772) 871-5282

Agent Address: 121 SW Port St. Lucie Blvd

Agent City: Port St. Lucie

Agent State: FLORIDA

Agent Zip: 34984

Agent Email: smayer@cityofpsl.com

Save

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CITY OF PORT ST. LUCIE – PUBLIC WORKS FACILITY REZONING P22-346

Request:

The Applicant is requesting approval of the rezoning of approximately 8.37 acres from General Commercial(CG) to Utility (U).

Proposed Project: Public Works facility

General Information:

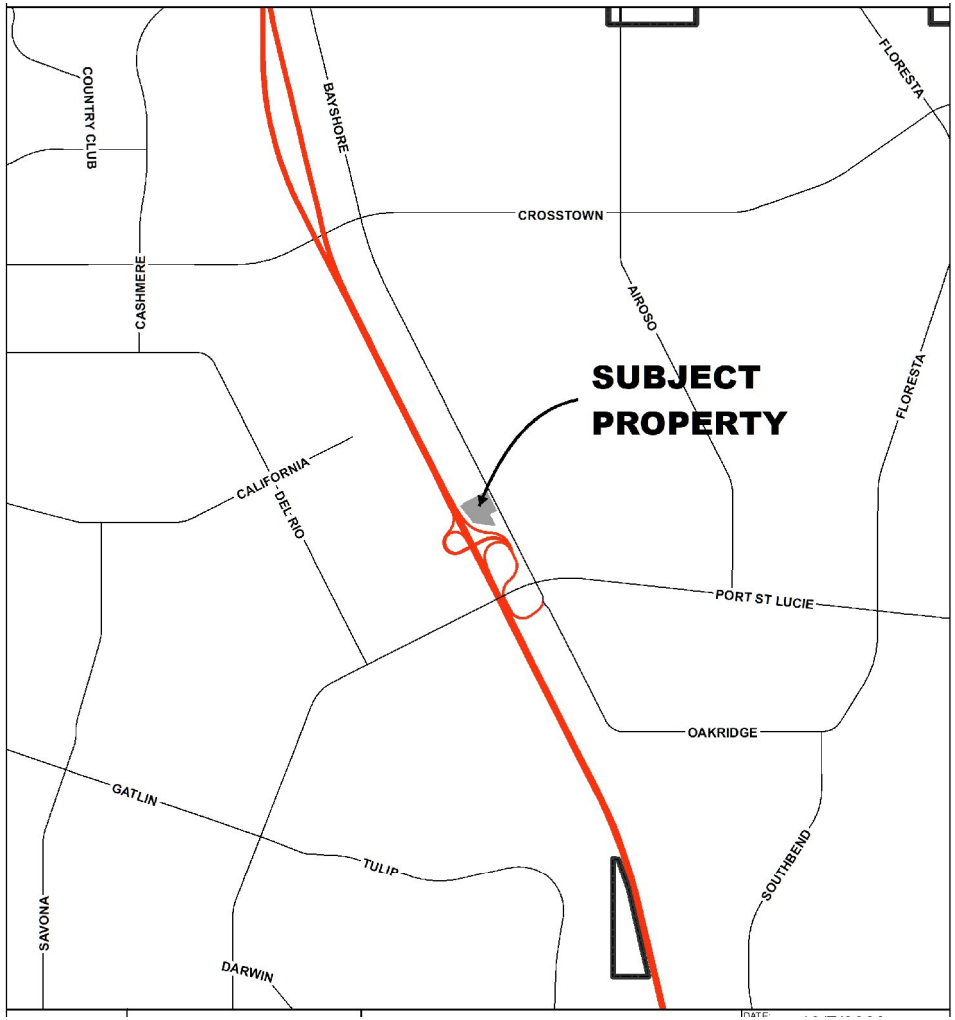
Owners – City of Port St. Lucie

Applicant – Octavio Reis of Bowman Consulting

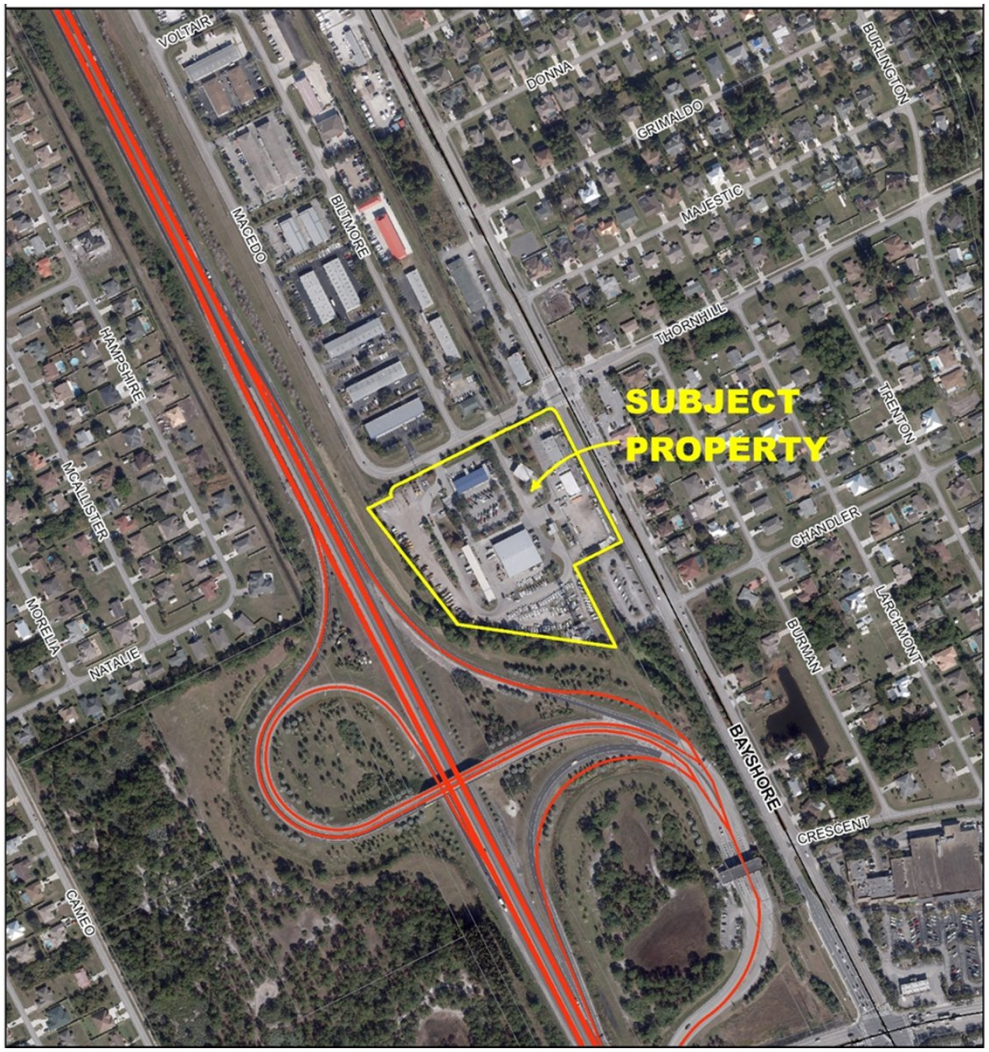
Location – The property is located on the southwest corner of Bayshore Boulevard and Thornhill Avenue.

Existing Use – Public Works Facility

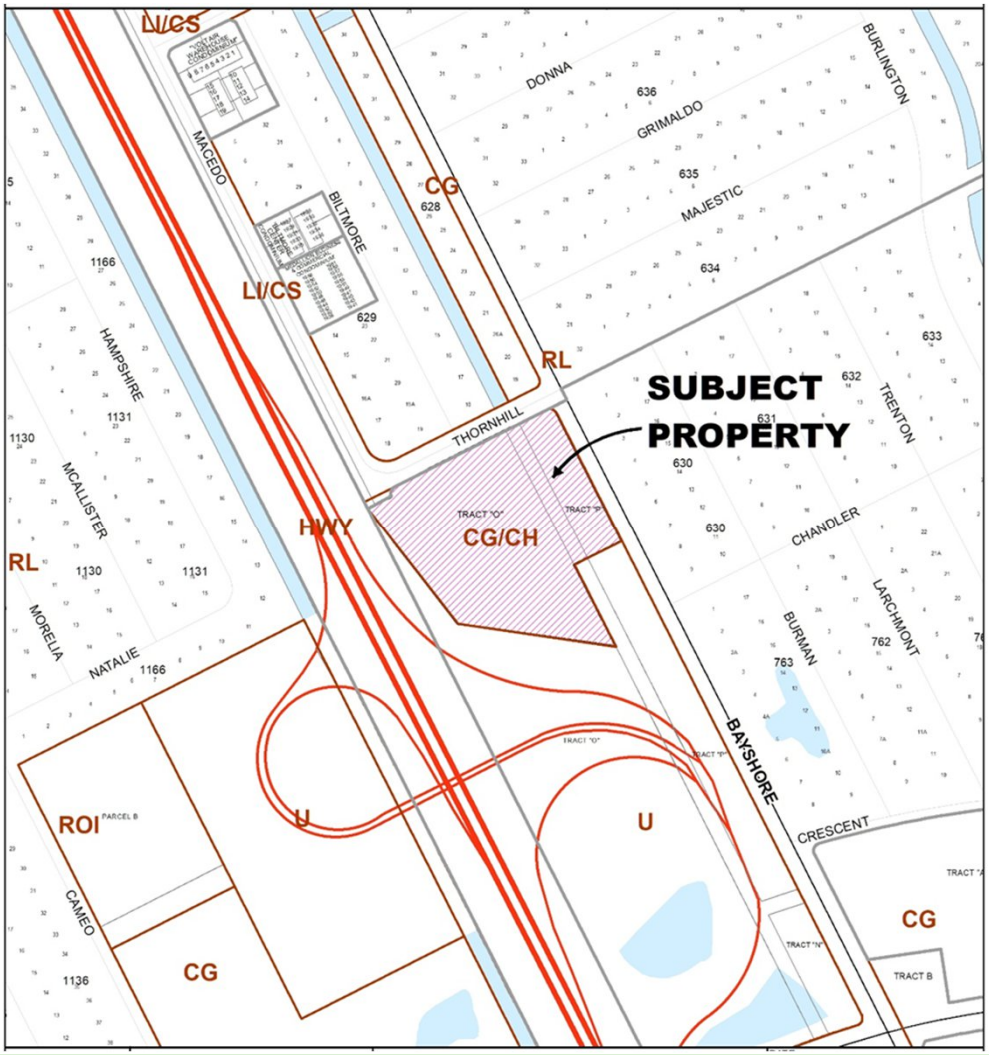
Location Map



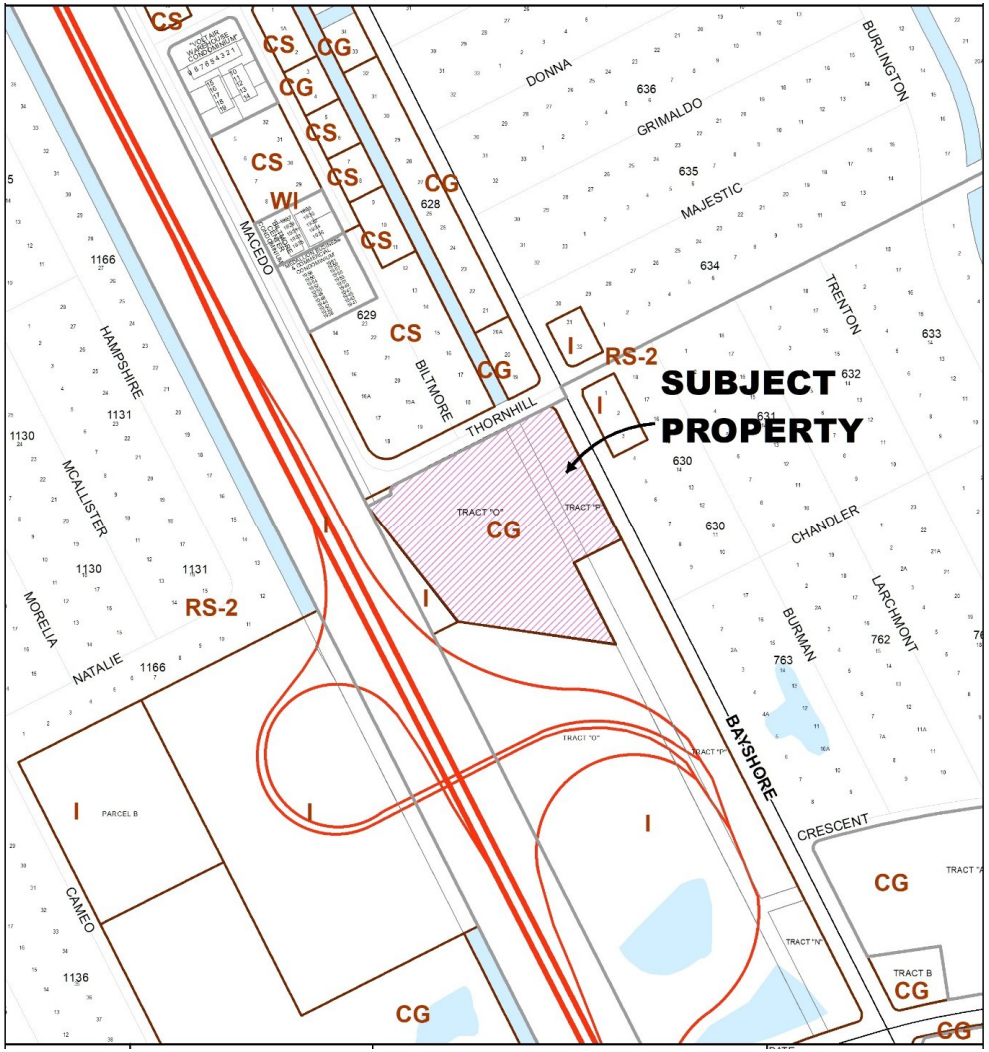
Aerial


SUBJECT PROPERTY
VOLTAIR
MACEDO
BILTMORE
DONNA
CRIMALDO
MAJESTIC
BURLINGTON
THORNHILL
IRENTON
HAMPSHIRE
McALLISTER
MORELIA
NATALIE
CANEO
CHANDLER
BURMAN
LARCHMONT
BAYSHORE
CRESCENT

Future Land Use



Zoning


SUBJECT PROPERTY
RS-2
CS
CG
WI
I
DONNA
GRIMALDO
MAJESTIC
TRENTON
BURLINGTON
MACEDO
BILTMORE
THORNHILL
HAMPSHIRE
MCALLISTER
MORELIA
NATALIE
CAMEO
CHANDLER
BURMAN
LARCHMONT
BAYSHORE
CRESCENT
PARCEL B
TRACT "O"
TRACT "P"
TRACT "N"
TRACT B
1166
1131
1130
1136
636
635
634
633
632
631
630
629
628
763
762

Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	LI/CS and CG	CS/CG	Industrial
South	I (Institutional)	I (Institutional)	Florida Turnpike Interchange
East	RL (Residential Low)	RS-2 and I (Institutional)	Single Family Residential
West	I (Institutional)	I (Institutional)	Florida Turnpike Interchange

Policy 1.1.4.13 Future Land Use Element

Future Land Use Classification	Compatible Zoning District
U (Utility)	U (Utility)

Justification

- The proposed rezoning is consistent with Policy 1.1.4.13 of the Future Land Use Element of the Comprehensive Plan which establishes the compatible future land use and zoning categories.

- The Utility (U) zoning district is listed as a compatible zoning district under the proposed Utility (U) future land use classification.

Staff Recommendation

- The Planning & Zoning staff recommends approval of the rezoning request.

"A City for All Ages"

Agenda Summary

2023-003

Agenda Date: 1/3/2023 **Agenda Item No.:** 8.i

Placement: Public Hearing - Quasi Judicial

Action Requested: Motion / Vote

P22-358 Farrell Storage @ Southern Grove - Landscape Modification

Location: The property is located at the northwest quadrant of the intersection of SW Village Parkway and Paar Drive

Legal Description: A portion of Parcel 27D, Southern Grove Plat No. 13 (Proposed legal description is Tradition SG-10 Plat, Parcels A and B).

This request is for a waiver to the architectural buffer wall requirement provided for under Section 154.12 of the Landscape and Land Clearing Code for the northern 290 feet of the western perimeter landscape buffer.

Submitted By: Bridget Kean, AICP, Senior Planner

Executive Summary: The applicant is requesting to waive the requirement for an architectural buffer wall along the northern 290 foot section of the west perimeter landscape buffer. The remainder of the west perimeter landscape buffer will include an eight (8) foot architectural buffer wall. A buffer wall cannot be located within the first 290 feet of the west perimeter landscape buffer due to conflicts with an FPL easement. A 50 foot FPL easement runs along the inside of the western boundary of the property. The request is pursuant to Section 154.12 of the Landscape and Land Clearing Code. In lieu of a buffer wall, the applicant has proposed enhanced landscaping.

Presentation Information: Staff may provide a short presentation.

Background: Farrell Storage has applied for site plan approval for 172,120 square feet of self-storage use and 20,000 square feet of commercial/retail use to be located on approximately 11.19 acres of land on the west side of SW Village Parkway and north of Paar Drive. The subject property is located within the Southern Grove DRI and abuts open space tracts to the west that are within a residential land use sub-district as depicted on Map H, the master development plan for the Southern Grove DRI. Per Section 154.03(C)5 of the Landscape and Land Clearing Code, a six (6) foot architectural buffer wall is required in the west perimeter landscape buffer.

Issues/Analysis: There is an existing 50-foot FPL easement that runs along the inside of the western boundary of the property that prevents construction of a buffer wall along the northern 290 feet of the west perimeter landscape buffer where the northern driveway encroaches into the FPL easement and where FPL needs access to the easement. Enhanced landscaping is proposed in lieu of the wall.

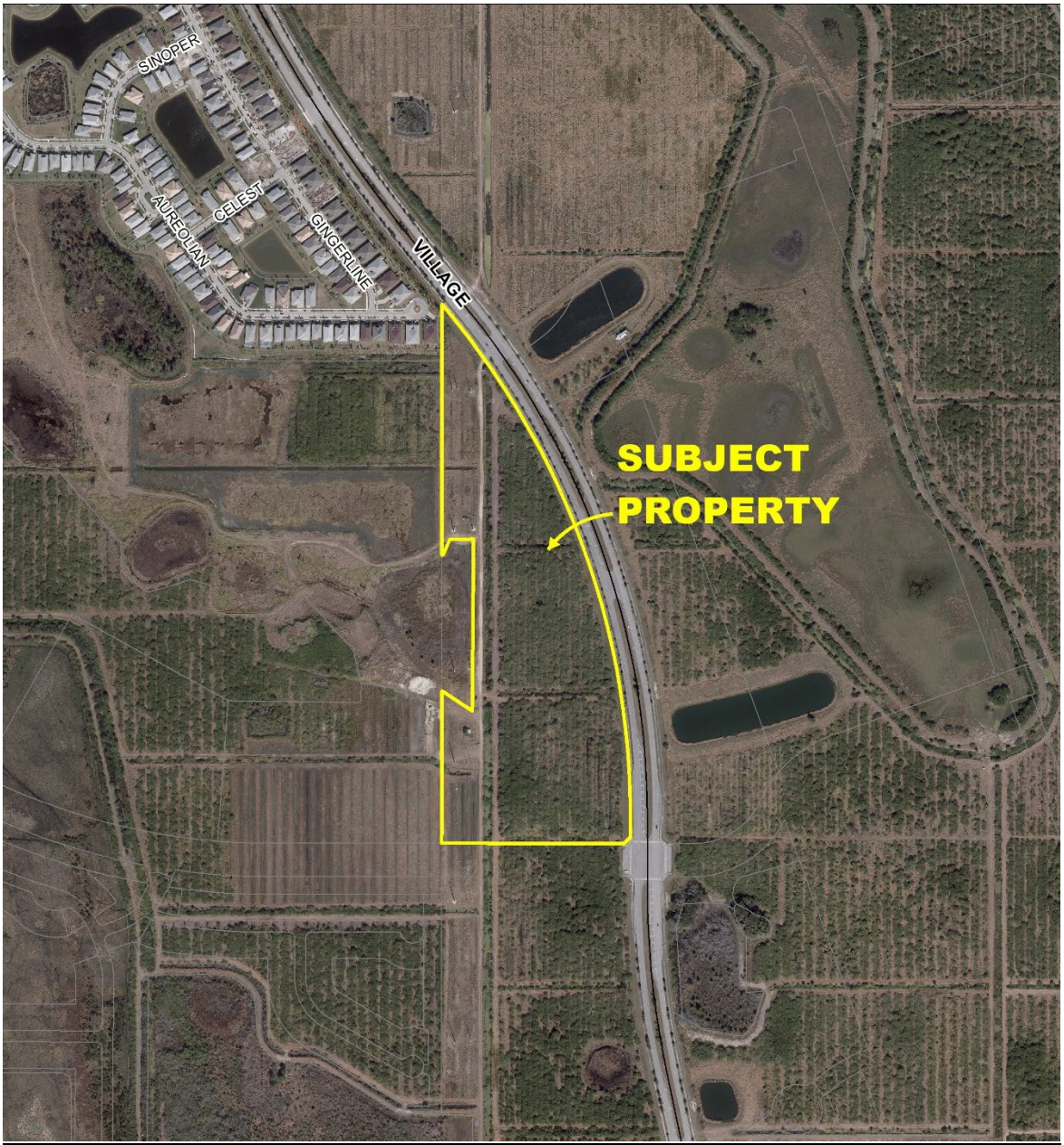
Special Consideration: The project is designed to align the northern driveway with an existing median opening on SW Village Parkway. The driveway encroaches into the FPL easement.

Location of Project: The property is located in the northwest quadrant of intersection of SW Village Parkway and Paar Drive.

Attachments:

1. Staff Report
2. Landscape Modification Justification Statement
3. Proposed Site Plan
4. Proposed Landscape Plan
5. Application
6. Warranty Deed
7. Staff Presentation

Farrell Storage
Application for Landscape Buffer Wall Modification
Project Number: P22-358



Project Aerial Map

SUMMARY

Applicant's Request:	To waive the requirement for an architectural buffer wall for approximately 290 feet at the north end of the western boundary of the property
Applicant:	Michael Sanchez, Farrell Companies
Property Owner:	Mattamy Palm Beach, LLC
Contract Purchaser:	Farrell Companies
Location:	Northwest quadrant of intersection of SW Village Parkway and Paar Drive
Application Type:	Landscape Modification, Quasi-Judicial
Project Planner:	Bridget Kean, AICP, Senior Planner

Project Description

The applicant is requesting a waiver to the architectural buffer wall requirement provided for under Section 154.12 of the Landscape and Land Clearing Code. Per Section 154.03(C)5 of the Landscape and Land Clearing Code, a wall is required in a landscape buffer strip where commercial, industrial, institutional, office, or public facility uses abut property to the side or rear which is designated with a residential or open space land use. Under Section 154.12 of the Landscape and Land Clearing Code, an applicant can apply for an exemption or modification to this requirement and propose to replace the required wall with enhanced landscaping.

Farrell Storage has applied for site plan approval for 172,120 square feet of self-storage use and 20,000 square feet of commercial/retail use to be located on approximately 11.19 acres of land on the west side of SW Village Parkway and north of Paar Drive. The subject property is located within the Southern Grove DRI. As depicted on the site plan, the self-storage use will be located in four buildings at the north end of the site and to the rear. The 20,000 square feet of retail use will be in the form of two buildings and located along SW Village Parkway. There will be no outside storage at this location. Mattamy Palm Beach, LLC, is the property owner and Farrell Companies is the contract purchaser.

The subject property abuts open space tracts to the west that are within a residential land use sub-district per the Southern Grove DRI. Per Section 154.03(C)5 of the Landscape and Land Clearing Code, a six (6) foot architectural buffer wall is required in the west perimeter landscape buffer. There is an existing 50-foot FPL easement along the western boundary of the property. The request is to waive the requirement for an architectural buffer wall for the north 290 feet of the west perimeter landscape buffer due to conflicts with the FPL easement. The proposed project is designed to align the northern driveway with an existing median opening on SW Village Parkway. As depicted on the site plan exhibit included in the submittal packet, the northern driveway encroaches into a 50- foot FPL easement that runs along the inside of the property's western boundary line. In addition, the site plan depicts a driveway to allow FPL access to the easement. These factors prohibit a wall extending the entire length of the western perimeter of the property. The applicant has proposed enhanced landscaping in lieu of a wall within the northern 290 feet, more or less, of the western landscape buffer. A buffer wall with a maximum height of eight feet from the finished floor elevation of the primary structure will be provided within the remainder of the west perimeter landscape buffer (approximately 800 linear feet) outside of the FPL easement. It exceeds the Code requirements for a six- foot wall in a required landscape buffer strip.

Related Projects

The request is associated with an application for site plan approval for Farrell Storage (P21-128).

Public Notice Requirements (Section 158.298 (B))

Public notice was mailed to owners within 750 feet of the subject property and the file was included in the ad for the Planning & Zoning Board's agenda.

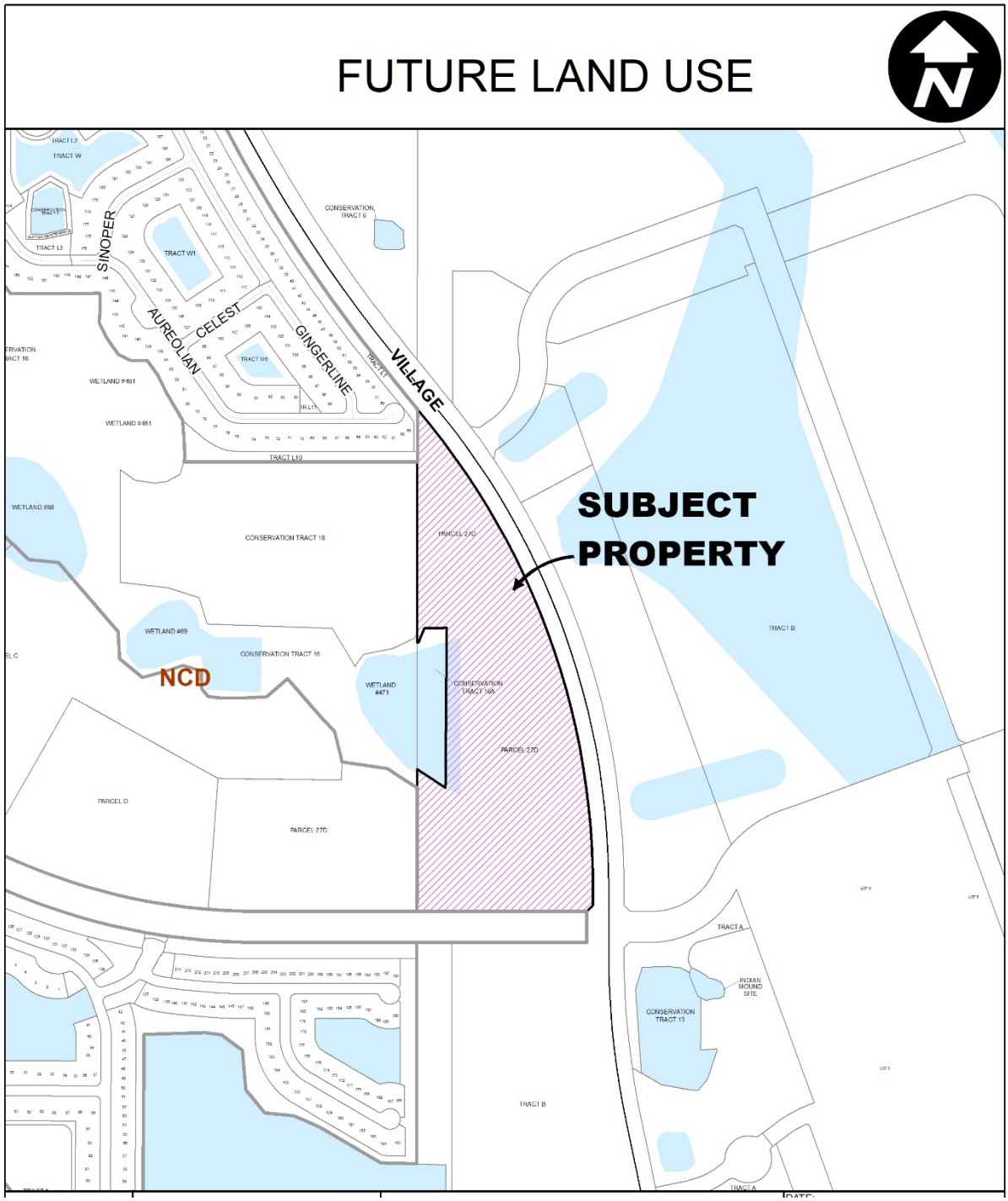
Location and Site Information

Parcel Number:	4322-600-0027-010-1
Property Size:	30.86 acres (The Farrell Storage Site Plan will be located on Parcels A and B of Tradition SG-10 Plat (11.19 acres)
Legal Description:	A portion of Parcel 27D, Southern Grove Plat No. 13 (New legal description is Tradition SG-10 Plat, Parcels A and B)
Future Land Use:	NCD
Existing Zoning:	MPUD (Southern Grove 10 MPUD)
Existing Use:	Vacant land
Proposed Use:	Retail and Storage

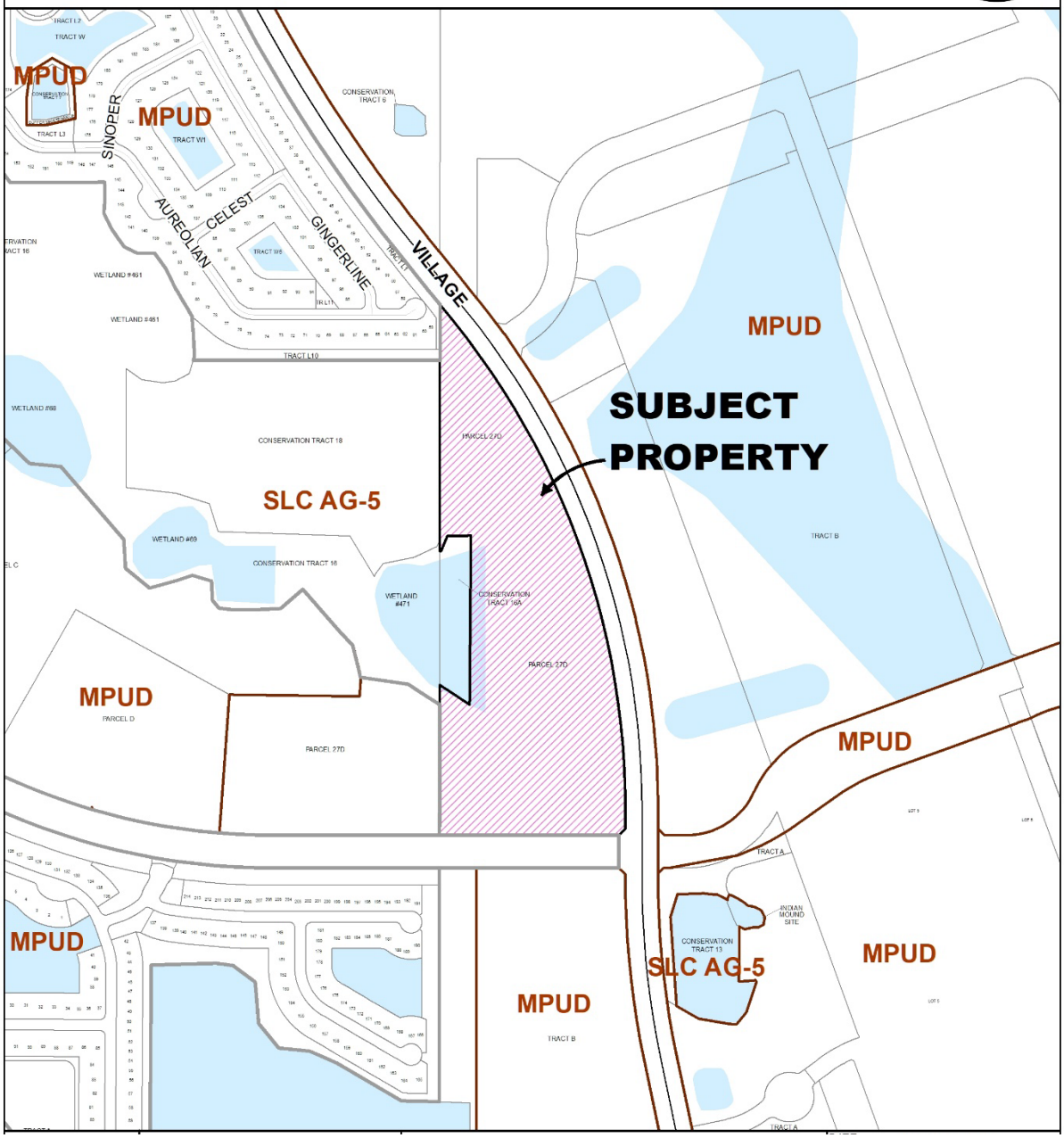
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	NCD	MPUD	Del Webb Tradition residential sub-division
South	NCD	MPUD	Vacant land (Eden at Tradition Site Plan – P22-136)
East	NCD	MPUD	Vacant GFC owned land in Southern Grove
West	NCD	SLC AG-5	Conservation land owned by Southern Grove CDD No. 5

NCD - New Community Development District
MPUD - Master Planned Unit Development


FUTURE LAND USE
SINOPER
AUREOLIAN
CELEST
GINGERLINE
VILLAGE
SUBJECT PROPERTY
NCD
CONSERVATION TRACT 18
CONSERVATION TRACT 16
WETLAND #469
WETLAND #461
WETLAND #471
PARCEL 27D
PARCEL D
TRACT B
TRACT A
CONSERVATION TRACT 13
INDIAN MOUND SITE

EXISTING ZONING



IMPACTS AND FINDINGS

An application for a landscape modification is reviewed for consistency with Article I of the Landscape and Land Clearing Code, Section 154.12. As set forth in Section 154.12, requests to substitute landscaping for an architectural wall that is a required feature of a landscape buffer shall be considered by the Planning and Zoning Board at a public hearing based on the procedures outlined in Section 154.12. Final action on the application (approval or denial) is in the form of an Order of the Planning and Zoning Board following a quasi-judicial public hearing.

Requests for landscape exemption or modification to landscape buffer wall requirements will be based on review of detailed plans identifying the size, quantity, and location of the vegetation to be preserved and installed along the proposed site's boundaries, the use(s) proposed for the property seeking the modification or exemption, and the proposed and existing uses surrounding uses and based on the criteria listed under Section 154.12 (B). The applicant's response to this criterion is attached to the application. Staff's review is provided below:

Compatibility with exemption or modification to landscape buffer wall criteria Section 154.12 (B).

1) The total area dedicated to a buffer will be greater than what the code would impose without the modification.

   Staff Findings: The FPL easement serves as 50 -foot linear buffer along the western or rear boundary of the property which exceeds the MPUD requirements for a ten- foot landscape buffer with or without a wall. In addition, the project does provide a ten- foot landscape buffer and buffer wall for a major portion of the western boundary where the project does not encroach into the FPL easement. Where the project does encroach into the easement on the west side or provides FPL access to the easement, the applicant is proposing enhanced landscaping in lieu of a wall. The enhanced landscaping will include: a row of staggered Sabal Palms with a clear trunk between 8 to 22 feet at time of planting, Oak trees with a minimum height of 17 to 18 feet at time of planting, Red Cedar trees with a minimum height of 12 feet at time of planting, Dahoon Holly trees with a minimum height of 14 feet at time of planting and a continuous hedge of Simpson Stopper with a minimum of height of six feet at time of planting. The Oaks and Red Cedar will be planted for each 25 linear feet and the Dahoon Holly will be planted for each 15 linear feet. The Code requires one tree per 30 linear feet with a minimum height of 12 feet and a continuous hedge at least 24 inches in height at the time of planting.

2) Outside activities and hours of operation for the proposed use(s).

   Staff Findings: There will be no outdoor storage at this location. The office hours for the storage facility will be Monday to Saturday from 9:30 a.m. to 6:00 p.m. and Sunday from 10:00 a.m. to 3:00 p.m. Tenant access to the storage units will be from 6:00 a.m. to 10:00 p.m. seven days a week.

3) Natural and man-made features of uses that provide distance and separation from those existing uses to be buffered.

   Staff Findings: The subject property abuts open space tracts to the west that are within a residential land use sub-district per the Southern Grove DRI. The open space tracts include a 25-acre wetland/conservation tract and 46.92-acre wetland/conservation tract that are preserved as part of the Southern Grove DRI and dedicated to the Southern Grove CDD No.5. The site abuts the Del Webb community to the north. There is an existing Del Webb buffer

wall that is approximately 250 long adjacent to the subject property as noted in the justification statement and exhibits submitted with this application.

4) Other factors that may be important to a decision.

Staff Findings: The request is to waive the requirement for an architectural buffer wall for approximately 290 feet at the north end of the west perimeter landscape buffer due to conflicts with an existing 50-foot FPL easement. The project is designed to align the northern driveway with an existing median opening on SW Village Parkway. This median opening will eventually become a signalized intersection and connect to a planned roadway on the east side of SW Village Parkway. To make the alignment, a segment of the driveway encroaches into the FPL easement. In addition, the project includes a driveway on the west side for FPL to access the easement. These factors prohibit construction of a buffer wall within the first 290 feet of the west perimeter landscape buffer. In lieu of a buffer wall, the first 290 feet of the landscape buffer will be planted with a row of staggered Sabal Palms with a clear trunk between 8 to 22 feet at time of planting, Oak trees with a minimum height of 17 to 18 feet at time of planting, Red Cedar trees with a minimum height of 12 feet at time of planting, Dahoon Holly trees with a minimum height of 14 feet at time of planting and a continuous hedge of Simpson Stopper with a minimum of height of six feet at time of planting. The Oaks and Red Cedar will be planted for each 25 linear feet and the Dahoon Holly will be planted for each 15 linear feet. These standards exceed City code requirements. The landscape plan was reviewed by the City's Landscape architect.

PLANNING AND ZONING BOARD ACTION OPTIONS

The Board may choose to approve, deny or table the proposed landscape modification. If the Board finds that the application is consistent with the criteria as listed in Section 154.12 (B) of the City code (listed above), then the Board may:

- Motion to approve
- Motion to approve with conditions

If the Board finds that the landscape modification application is inconsistent with the criteria as listed in Section 154.12 (B) of the City code, then the Board may:

- Motion to deny

Should the Board need further clarification or information from either the applicant and/or staff, the Board may:

- Motion to table or continue the hearing or review to a future meeting

(NOTE TO APPLICANTS: Any request that is denied by the Planning and Zoning Board may be appealed to the Board of Zoning Appeals. Appeal applications are made through the City Clerk's office and must be submitted within 15 days after the Planning and Zoning Board hearing).

FARRELL
COMPANIES

FARRELL SOUTHERN GROVE

REQUEST FOR LANDSCAPE BUFFER WALL MODIFICATION

JUSTIFICATION STATEMENT

December 9, 2022

REQUEST SUMMARY

Farrell Building Company, Inc. (the "Applicant"), hereby respectfully requests approval by the City of Port St. Lucie of a Landscape Buffer Wall Modification to allow for approximately 290 feet of a landscape buffer to contain enhanced landscaping in lieu of a wall based on extenuating circumstances that preclude the installation of a wall. This request is related to a pending site plan application, Application #P22-121, for the Farrell Southern Grove project (the "Project") currently under review by the City.

BACKGROUND

The Project comprises approximately 172,120 SF of self-storage use and 20,000 SF of retail/commercial use on the west side of SW Village Parkway on the northernmost 11.19 acres of Parcel 27D located at the northwest corner of the intersection of SW Village Parkway and Parr Drive (the "Property"). The west 170 feet of the Property is encumbered by an FPL easement which covers the FPL transmission lines running north/south through Tradition and Southern Grove (the "FPL Easement"). West of the property is a conservation area which has a residential future land use designation. The very north tip of the Property abuts the Del Webb residential community to the west.

Section 154.03 (C)5.a. of the City's Land Development Regulations (LDRs) entitled "Landscape Buffer Strip Abutting Residential or Open Space Land Uses" states that a wall is required in a landscape buffer strip where commercial, industrial, institutional, office, or public facility uses abut property to the side or rear which is designated with a residential or open space land use. Subsection c. thereof entitled "Landscape Material" requires that one tree, at least 14 feet in height, be provided for each 30 linear feet of the landscaped buffer strip, or fractional part thereof.

Sec. 154.12.B. of the LDRs, entitled "Review of Landscape Exemption or Modification Requests" states that requests for landscape exemption or modification to landscape buffer wall

requirements will be based on review of detailed plans identifying the size, quantity, and location of the vegetation to be preserved and installed along the proposed site's boundaries, the use(s) proposed for the property seeking the modification or exemption, and the proposed and existing uses surrounding uses. The plan will address the following criteria:

1. The total area dedicated to a buffer will be greater than what the code would impose without the modification.
2. Outside activities and hours of operation for the proposed use(s).
3. Natural and man-made features of uses that provide distance and separation from those existing uses to be buffered.
4. Other factors that may be important to a decision.

REQUEST DETAILS/JUSTIFICATION

The Applicant is not able to provide a wall within the northernmost approximately 290 feet of the west buffer due to the FPL Easement that encumbers the Property, and the City is requiring that the Applicant obtain approval of a Landscape Buffer Wall Modification request to allow for same. The Applicant has prepared a graphic entitled "Site Plan – Landscape Modification Justification Graphic" included with this submittal that graphically depicts the reasons why a wall is not possible along the northernmost 290 feet of the west buffer. In addition to said graphic, the Applicant's justification for the request is further described below:

- The north driveway of the Project at SW Village Parkway is required to align with the existing median opening within the roadway. As such, the Project internal driveway leading up to driveway opening meanders into the FPL Easement. The west buffer of the Project, most of which contains an eight (8) foot wall, follows the west line of said Project internal driveway, and FPL has indicated that no vertical structures including walls are allowed within the FPL Easement. Therefore, a wall cannot be provided on the west side of the internal driveway where it meanders into the FPL Easement.
- FPL required a driveway access into the FPL Easement across which a wall cannot cross.
- Given the constraints above that are not a result of any action by the Applicant, the installation of a wall in the northernmost 290 feet of the west buffer is not possible.
- With regard to mitigation of any impacts of not providing a wall within the north 290 feet of the west buffer, the Applicant submits the following:
    - There is 170 feet between the developed portion of the Project and the west property line of the Project which provides substantial additional natural buffering from the adjacent land uses.
    - There is approximately 388 feet between the nearest residential property line and the closest storage building.
    - The Applicant is providing approximately 938 feet of wall around the self storage buildings, and the Applicant has increased the height of said wall to eight (8) feet where only six (6) feet is required by the LDRs.
    - The Applicant has provided significantly enhanced landscaping within the west buffer of the Project including 18-foot-tall Oak Trees, groups of Sabal Palms and Southern Red Cedar trees between the Oaks to further screen the Project from the West.

- The Applicant has provided enhanced landscaping within the 290-foot area where is wall is not being provided including a six (6) foot tall hedge at planting, taller Oak trees than required and Dahoon Holly trees spaced at 25 feet within the FPL Easement where 30-foot spacing is required.
- There are no outside activities associated with the storage use, and there will be very little traffic within the five (5) car parking lot that is east of the area within which no wall will be provided.
- The Applicant is working with the adjacent neighbors within the Del Webb community to provide additional plantings on their property to further screen the project.

CLOSING

As demonstrated above, the Applicant has gone above-and-beyond to screen the Project from the west, which is primarily a conservation area anyway, and the Applicant believes that the request for a landscape modification is well justified. The Applicant respectfully requests the City's consideration of this request.

MANAGED LAND ENTITLEMENTS
3710 BUCKEYE STREET, SUITE 100, PALM BEACH GARDENS, FL 33410 • P 561.568.8045

APPLICATION DATA:

NAME OF APPLICATION:	FARRELL SOUTHERN GROVE
PCN:	4322-600-0027-010-1 (A PORTION OF)
SOUTHERN GROVE NCD LAND USE DESIGNATION:	MIXED USE
ZONING DESIGNATION:	MPUD
EXISTING USES:	VACANT
PROPOSED USES:	SELF STORAGE/RETAIL

SITE DATA:

	*PARCEL A (STORAGE)	*PARCEL B (OFFICE)	TOTAL
SITE AREA:	371,722.97 S.F.	115,665.27 S.F.	487,388.24 S.F.
	8.53 ACRES	2.66 ACRES	11.19 ACRES
NET SITE AREA (LESS FPL EASMT.)			7.31 ACRES (318,312.16 S.F.)

*NOTE: PARCELS A AND B ARE ESTABLISHED FOR OWNERSHIP PURPOSES. BOTH PARCELS SHALL BE SUBJECT TO A DECLARATION OF COVENANTS AND RESTRICTIONS ADDRESSING SHARED IMPROVEMENTS, COMMON MAINTENANCE, CROSS ACCESS, CROSS PARKING, ETC., AS APPROVED BY THE CITY.

BUILDING AREA AND USES:

BUILDING 1 (3-STORY):	144,600 S.F. (1,180 BAYS + 1,000 S.F. OFFICE)
BUILDING 2 (1-STORY):	14,190 S.F. (46 BAYS)
BUILDING 3 (1-STORY):	6,250 S.F. (30 BAYS)
BUILDING 4 (1-STORY):	7,080 S.F. (34 BAYS)
BUILDING A (1-STORY):	10,000 S.F. (6 UNITS MAX.)
BUILDING B (1-STORY):	10,000 S.F. (6 UNITS MAX.)
TOTAL PROJECT BUILDING AREA:	192,120 S.F. (1,290 BAYS)

TOTAL FLOOR AREA RATIO (F.A.R.): 0.39

	PARCEL A	PARCEL B	TOTAL:
PERVIOUS AREA:			
PERVIOUS AREA PROVIDED:	217,776.86 S.F.	31,466.12 S.F.	249,242.98 S.F. (51.1%)
IMPERVIOUS AREA:			
BUILDING COVERAGE:	75,734.36 S.F.	21,608.43 S.F.	97,342.79 S.F. (20.0%)
VEHICULAR USE AREA:	72,334.75 S.F.	52,259.09 S.F.	124,593.84 S.F. (25.6%)
SIDEWALKS/CURBS/DUMPSTERS	5,877.0 S.F.	10,331.63 S.F.	16,208.63 S.F. (3.3%)
TOTAL IMPERVIOUS AREA PROVIDED:	153,946.11 S.F.	84,199.15 S.F.	238,145.26 S.F. (48.9%)

OPEN SPACE REQUIRED: 48,738.82 S.F. (10%)
USABLE OPEN SPACE REQ'D. 2,436.9 S.F. (5% OF REQUIRED OPEN SPACE)
USABLE OPEN SPACE PROVIDED: 10,800 S.F.

PARKING DATA:

STORAGE PARKING (PARCEL A):

STORAGE OFFICE: 1,000 S.F. @ 1 SPACE/200 S.F.	5 SPACES
STORAGE: 1,290 STORAGE BAYS @ 1 SPACE/100 BAYS	13 SPACES
PARKING REQUIRED:	18 SPACES
PARKING PROVIDED ON STORAGE PARCEL A:	18 SPACES

OFFICE/RETAIL PARKING (PARCEL B):

OFFICE/RETAIL: 20,000 S.F. @ 1 SPACE/250 S.F.	80 SPACES
PARKING PROVIDED ON OFFICE PARCEL B:	113 SPACES
TOTAL PARKING REQUIRED:	98 SPACES
TOTAL PARKING PROVIDED:	131 SPACES
TOTAL HANDICAP PARKING REQUIRED:	5 SPACES
TOTAL HANDICAP PARKING PROVIDED:	5 SPACES
LOADING REQUIRED:	4 SPACES (12' X 25')
LOADING PROVIDED:	4 SPACES

MISC. DATA:

MAX. BUILDING HEIGHT ALLOWED:	100'
MAX. BUILDING HEIGHT PROVIDED:	34'-0" (TO MAIN PARAPET)
MAX. STORAGE BAY SIZE:	500 S.F.

UTILITY PROVIDERS

POTABLE WATER = PSLUSD

WASTEWATER = PSLUSD

IRRIGATION = TRADITION IRRIGATION COMPANY

PROJECT TEAM

OWNER
Mattamy Palm Beach, LLC
1500 Gateway Blvd., Suite 212
Boynton Beach, Florida 33426
CONTRACT PURCHASER
Farrell Building Company, LLC
2317 Montauk Highway
Bridgehampton, NY 11932
DEVELOPMENT MANAGER/AGENT
Managed Land Entitlements, LLC
3710 Buckeye Street, Suite 100
Palm Beach Gardens, Florida 33410
Contact: Michael Sanchez (561-568-8045)
CIVIL ENGINEER
Velcon Engineering & Surveying, LLC
590 NW Peacock Blvd., Suite #8
Port St. Lucie, Florida 34986
Contact: Darren Guettler (772-879-0477)
LANDSCAPE ARCHITECT
Litterick Landscape Architecture
2740 SW Martin Downs Boulevard, Suite 199
Palm Beach, Florida 34990
Contact: Jason Litterick (561-719-3876)
ARCHITECT (OFFICE/RETAIL)
Claren Architecture + Design, Inc.
6400 Congress Avenue, Suite 2150
Boca Raton, Florida 33487
Contact: Stephan Claren (561-961-4884)
ARCHITECT (STORAGE)
Frank G. Relf Architect, P.C.
35 Pinelawn Road, Suite 207W
Melville, NY 11747
Contact: Leeanne Legakis (631-271-4432)

LEGAL DESCRIPTION:

A PARCEL OF LAND FOR CONVEYANCE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 27D ACCORDING TO SOUTHERN GROVE PLAT NO. 13, AS RECORDED IN PLAT BOOK 74, PAGE 10, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 27D; THENCE SOUTH 38°56'28" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF VILLAGE PARKWAY A DISTANCE OF 97.13 FEET TO A POINT OF CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3546.00 FEET, THE CHORD FOR SAID CURVE BEARS SOUTH 27°53'38" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 22°05'42" A DISTANCE OF 1367.44 FEET; THENCE NORTH 89°39'33" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 557.40 FEET TO A POINT ON THE EASTERLY LINE OF CONSERVATION TRACT 16-A, AS RECORDED IN PLAT BOOK 74, PAGE 10; THENCE NORTH 00° 20'27" EAST ALONG THE EASTERLY LINE OF SAID TRACT 16-A A DISTANCE OF 217.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID TRACT 16-A; THENCE S 88°07'50" WEST ALONG THE NORTHERLY LINE OF SAID TRACT 16-A A DISTANCE OF 107.59 FEET; THENCE SOUTH 22°21'54" WEST CONTINUING ALONG SAID TRACT 16-A A DISTANCE OF 71.79 FEET; THENCE SOUTH 65°00'02" WEST ALONG SAID TRACT 16-A A DISTANCE OF 7.42 FEET TO A POINT ON THE WEST LINE OF A 60 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 97, PAGE 505; THENCE NORTH 00°02'34" EAST ALONG SAID WEST LINE A DISTANCE OF 1129.36 FEET TO THE POINT OF BEGINNING.

THE PORTION OF PARCEL 27D DESCRIBED HEREIN CONTAINS 11.19 ACRES OF LAND, MORE OR LESS.

LOCATION MAP

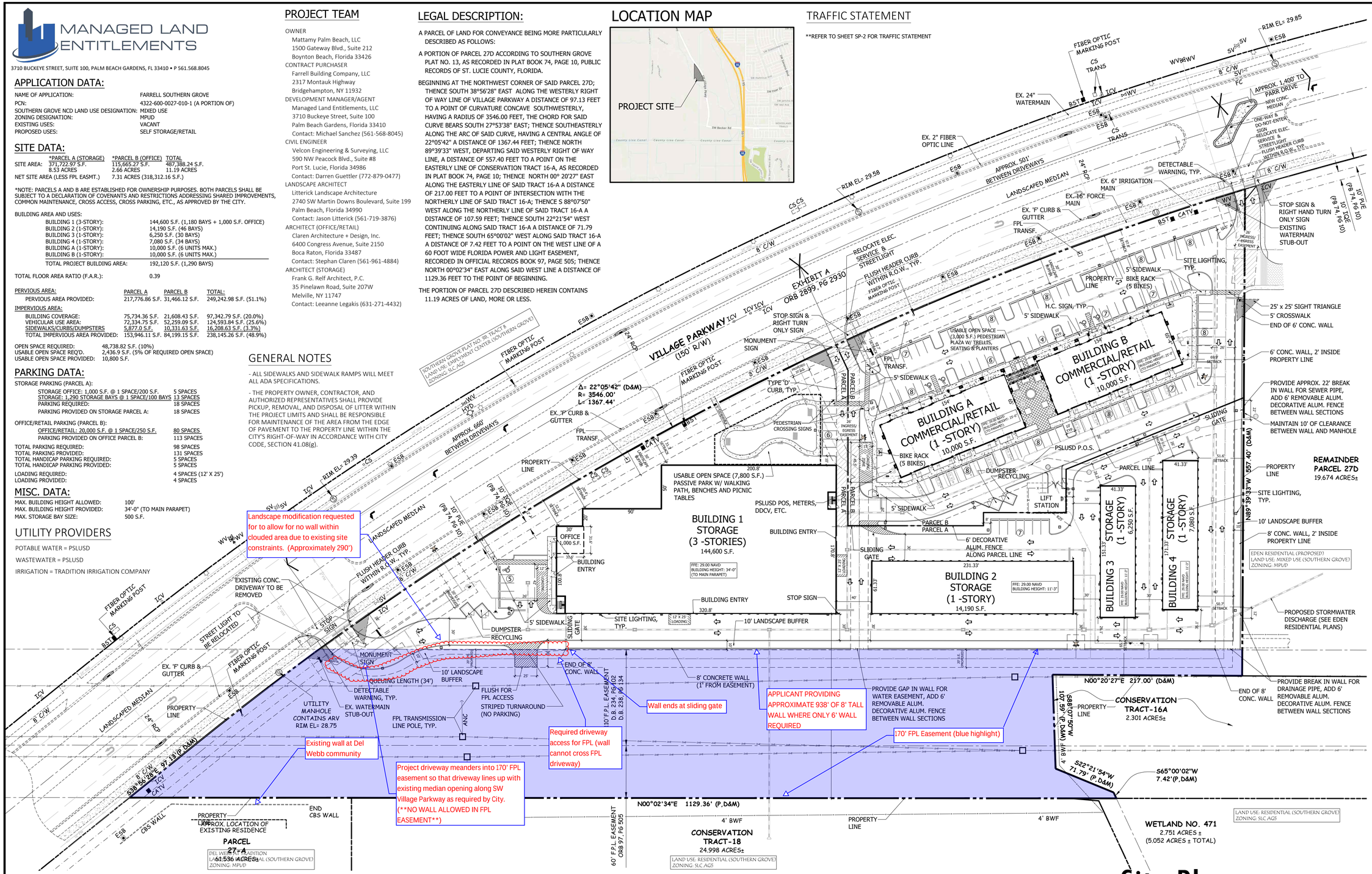
TRAFFIC STATEMENT

**REFER TO SHEET SP-2 FOR TRAFFIC STATEMENT

GENERAL NOTES

- ALL SIDEWALKS AND SIDEWALK RAMPS WILL MEET ALL ADA SPECIFICATIONS.

- THE PROPERTY OWNER, CONTRACTOR, AND AUTHORIZED REPRESENTATIVES SHALL PROVIDE PICKUP, REMOVAL, AND DISPOSAL OF LITTER WITHIN THE PROJECT LIMITS AND SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE AREA FROM THE EDGE OF PAVEMENT TO THE PROPERTY LINE WITHIN THE CITY'S RIGHT-OF-WAY IN ACCORDANCE WITH CITY CODE, SECTION 41.08(g).



ENVIRONMENTAL STATEMENT

THIS SITE WAS INCLUDED IN THE OVERALL TRADITION/SOUTHERN GROVE DRI, AND ENVIRONMENTAL ITEMS WERE ADDRESSED AS PART OF THAT PROCESS. THE PROJECT SITE IS CURRENTLY VACANT. ACCORDING TO THE ENVIRONMENTAL ASSESSMENT THAT WAS PERFORMED, THERE ARE NO ENVIRONMENTALLY SENSITIVE LANDS ON SITE. TWO ARTIFICIAL DITCHES REMAIN ON SITE, AND THE FILLING OF THOSE DITCHES IS AUTHORIZED UNDER USACOE PERMIT "SOUTHERN GROVE SAJ-2006-2046 (IP-AZZ)" . NO WILDLIFE OR EVIDENCE OF WILDLIFE, INCLUDING THAT FROM THE LIST OF STATE AND FEDERALLY PROTECTED SPECIES, RARE, THREATENED, ENDANGERED, OR SPECIES OF SPECIAL CONCERN WAS OBSERVED ON THE PROPERTY. NO PORTIONS OF THE PROPERTY APPEAR TO BE ENVIRONMENTALLY SENSITIVE.

DRAINAGE STATEMENT

THE PROJECT WILL BE SERVED BY SITE GRADING, INLETS AND CULVERTS THAT WILL DIRECT STORMWATER TO THE PROPOSED LAKE LOCATED ON THE SITE SOUTH OF OUR PROJECT WHICH WILL PROVIDE WATER QUALITY AND ATTENUATION. STORMWATER WILL THEN BE DIRECTED SOUTH TO PROPOSED STRUCTURE CS-20 WITH A CONTROLLED DISCHARGE TO EXISTING LAKE L17A. THIS IS CONSISTENT WITH THE SOUTHERN GROVE CDD CONCEPTUAL PERMIT.

HAZARDOUS WASTE STATEMENT

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

WELLFIELD PROTECTION ORDINANCE

THIS PROJECT IS NOT LOCATED IN A PUBLIC WATER SUPPLY WELLFIELD PROTECTION ZONE.

PSL Project #: P22-121
PSLUSD Project #: 5218A

Site Plan

0 25' 50' 100' 150' 200'
Scale: 1" = 50'
NORTH

Litterick Landscape Architecture
LC26000482
2740 SW Martin Downs Blvd. #199
Palm City, Fl 34990
561-719-3876
JasonLA1677@yahoo.com

Project Name

Farrell Southern Grove

Tradition, Florida

Landscape Architect of Record

REGISTERED LANDSCAPE ARCHITECT JASON M. LITTERICK LA 0001677 STATE OF FLORIDA

Jason M. Litterick, RLA (LA0001677)

Scale: 1" = 50'-0"

Designed:	JML
Drawn:	JML
Approved:	JML
Date:	4/6/22
Job no.	
Revisions:	6/15/22
	8/2/22
	8/29/22
	11/5/22
	11/29/22
	12/7/22

Sheet No.
SP-1

MANAGED LAND ENTITLEMENTS
3710 BUCKEYE STREET, SUITE 100, PALM BEACH GARDENS, FL 33410 • P 561.568.8045

LANDSCAPE DATA

PERCENTAGE OF PALMS PROVIDED:	25% (25% MAX ALLOWED)
% OF DROUGHT TOLERANT SPECIES:	75% (MIN. 50% REQUIRED)
% OF NATIVE TREE PROVIDED:	85.9% (MIN. 25% REQUIRED)
% OF NATIVE SHRUBS PROVIDED:	52.6% (MIN. 25% REQUIRED)
% OF EVERGREEN PARKING LOT TREES PROVIDED:	80% (MIN. 75% REQUIRED)
MIX OF TREES REQUIRED:	5 SPECIES
MIX OF TREES PROVIDED:	8 SPECIES

FOUNDATION LANDSCAPING REQUIREMENTS

PERIMETER OF PROPOSED BLDG'S.:	3,259.33 L.F.
TREES REQUIRED:	109 TREES (1/30 L.F.)
TREES PROVIDED:	109 TREES

PERIMETER LANDSCAPING REQUIREMENTS

TOTAL PERIMETER LENGTH:	3,076.92 - 100' FOR DRIVEWAYS = 2,976.9 L.F.
TREES REQUIRED:	100 TREES (1/30 L.F.)
TREES PROVIDED:	146 TREES
SHRUBS REQUIRED:	1,489 SHRUBS (1/2 L.F.)
SHRUBS PROVIDED:	1,913 SHRUBS

PARKING LOT LANDSCAPING REQUIREMENTS

TREES REQUIRED:	25 (ONE PER ISLAND)
TREES PROVIDED:	25
TOTAL TREES REQUIRED:	253
TOTAL TREES PROVIDED:	303
FLOWERING TREES REQUIRED:	51 TREES (20% OF REQUIRED TREES (253))
FLOWERING TREES PROVIDED:	51 TREES

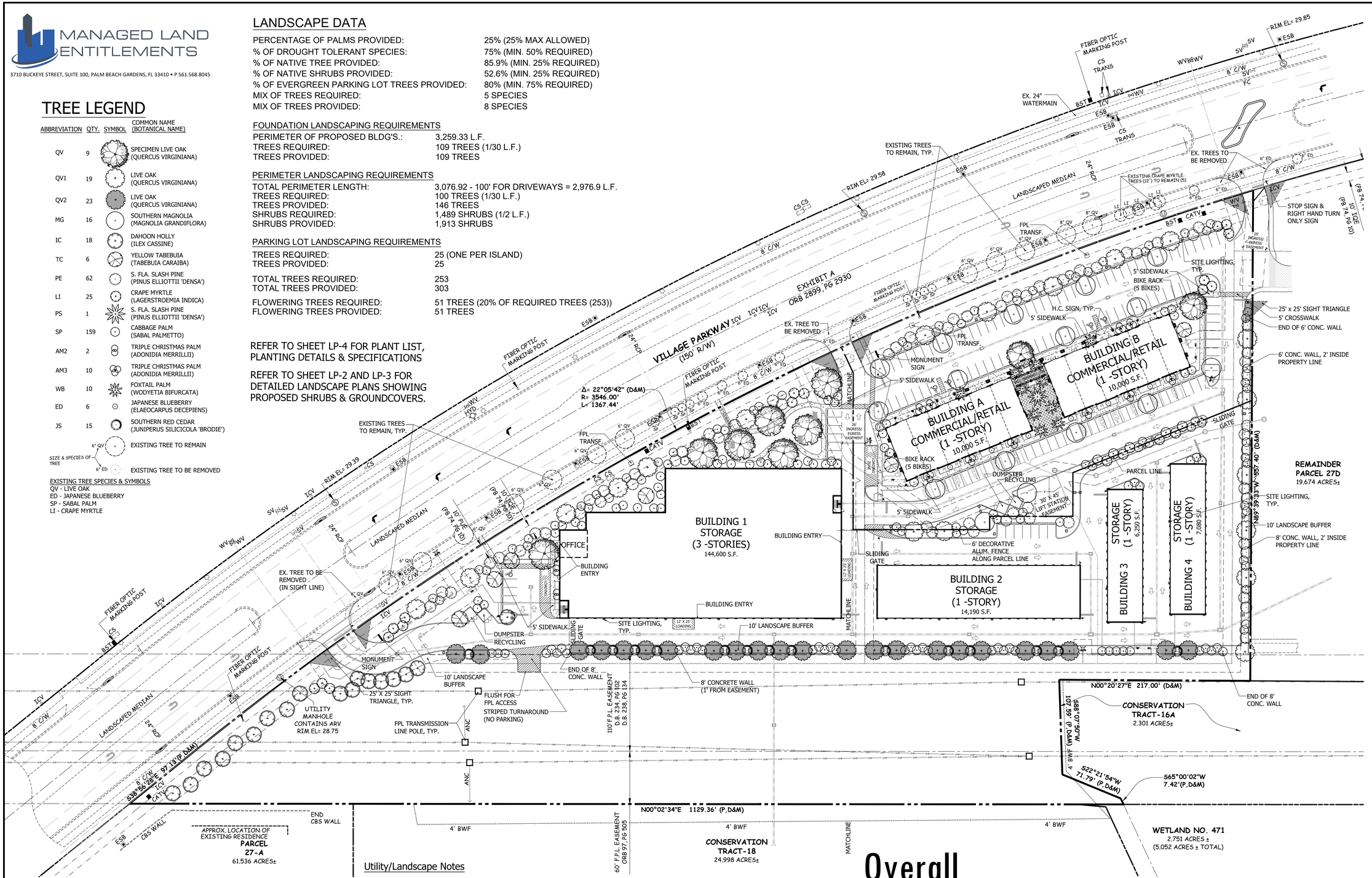
REFER TO SHEET LP-4 FOR PLANT LIST, PLANTING DETAILS & SPECIFICATIONS

REFER TO SHEET LP-2 AND LP-3 FOR DETAILED LANDSCAPE PLANS SHOWING PROPOSED SHRUBS & GROUNDCOVERS.

TREE LEGEND

ABBREVIATION	QTY.	SYMBOL	COMMON NAME (BOTANICAL NAME)
QV	9		SPECIMEN LIVE OAK (QUERCUS VIRGINIANA)
QV1	19		LIVE OAK (QUERCUS VIRGINIANA)
QV2	23		LIVE OAK (QUERCUS VIRGINIANA)
MG	16		SOUTHERN MAGNOLIA (MAGNOLIA GRANDIFLORA)
IC	18		DAHOON HOLLY (ILEX CASSINE)
TC	6		YELLOW TABEBUIA (TABEBUIA CARAIBA)
PE	62		S. FLA. SLASH PINE (PINUS ELLIOTTII 'DENSA')
LI	25		CRAPE MYRTLE (LAGERSTROEMIA INDICA)
PS	1		S. FLA. SLASH PINE (PINUS ELLIOTTII 'DENSA')
SP	159		CABBAGE PALM (SABAL PALMETTO)
AM2	2		TRIPLE CHRISTMAS PALM (ADONIDIA MERRILLII)
AM3	10		TRIPLE CHRISTMAS PALM (ADONIDIA MERRILLII)
WB	10		FOXTAIL PALM (WODYETIA BIFURCATA)
ED	6		JAPANESE BLUEBERRY (ELAEOCARPUS DECEPIENS)
JS	15		SOUTHERN RED CEDAR (JUNIPERUS SILICICOLA 'BRODIE')
6" QV			EXISTING TREE TO REMAIN
SIZE & SPECIES OF TREE / 6" ED			EXISTING TREE TO BE REMOVED

EXISTING TREE SPECIES & SYMBOLS
QV - LIVE OAK
ED - JAPANESE BLUEBERRY
SP - SABAL PALM
LI - CRAPE MYRTLE



Utility/Landscape Notes

1. No landscaping shall be planted in such a manner as to adversely affect utility easements. Landscaping shall be in compliance with Chapter 154 of the City of Port St. Lucie Code of Ordinances, PSLUSD technical specifications and policies.

2. All landscaping within City Utility Easements shall comply with PSLUSD technical specifications, policies and codes.

3. All Landscaping shall meet the latest PSLUSD Landscape Policy and shall not be placed in a manner that would create conflicts with the intended operation and maintenance of any existing utility.

4. Trees shall not be planted within ten (10) feet of any PSLUSD infrastructure or appurtenance. All measurements are from outside to outside, not centerline to centerline. Example: outside of pipe to nearest point on tree trunk.

5. No landscaping other than sod grasses shall be planted within a 5' radius maintenance area of any PSLUSD appurtenance such as water meters, backflow devices, fire hydrants, sanitary sewer cleanouts, and manholes, air release valves, etc.

Overall Landscape Plan

PSL Project #: P22-121

PSLUSD Project #: 5218A

Scale: 1" = 50'

Litterick Landscape Architecture
LC26000482
2740 SW Martin Downs Blvd. #199
Palm City, Fl 34990
561-719-3876
JasonLA1677@yahoo.com

Project Name

Farrell Southern Grove

Tradition, Florida

Landscape Architect of Record

Jason Litterick

Digitally signed by Jason Litterick
Date: 2022.12.05 07:45:14 -05'00'

STATE OF FLORIDA

Jason M. Litterick, RLA (LA0001677)

Scale: 1" = 50'-0"

Designed:	JML
Drawn:	JML
Approved:	JML
Date:	4/6/22
Job no.	
Revisions:	6/15/22
	8/2/22
	8/29/22
	11/29/22
	12/7/22

Sheet No.

LP-1

MANAGED LAND ENTITLEMENTS
3710 BUCKEYE STREET, SUITE 100, PALM BEACH GARDENS, FL 33410 • P 561.568.8045

PSL Project #: P22-121
PSLUSD Project #: 5218A

Landscape Plan

0 15' 30' 60' 90' 120'

Scale: 1" = 30'

NORTH

REFER TO SHEET LP-1 FOR TREE LEGEND AND QUANTITIES

REFER TO SHEET LP-4 FOR PLANT LIST, PLANTING DETAILS & SPECIFICATIONS

Utility/Landscape Notes

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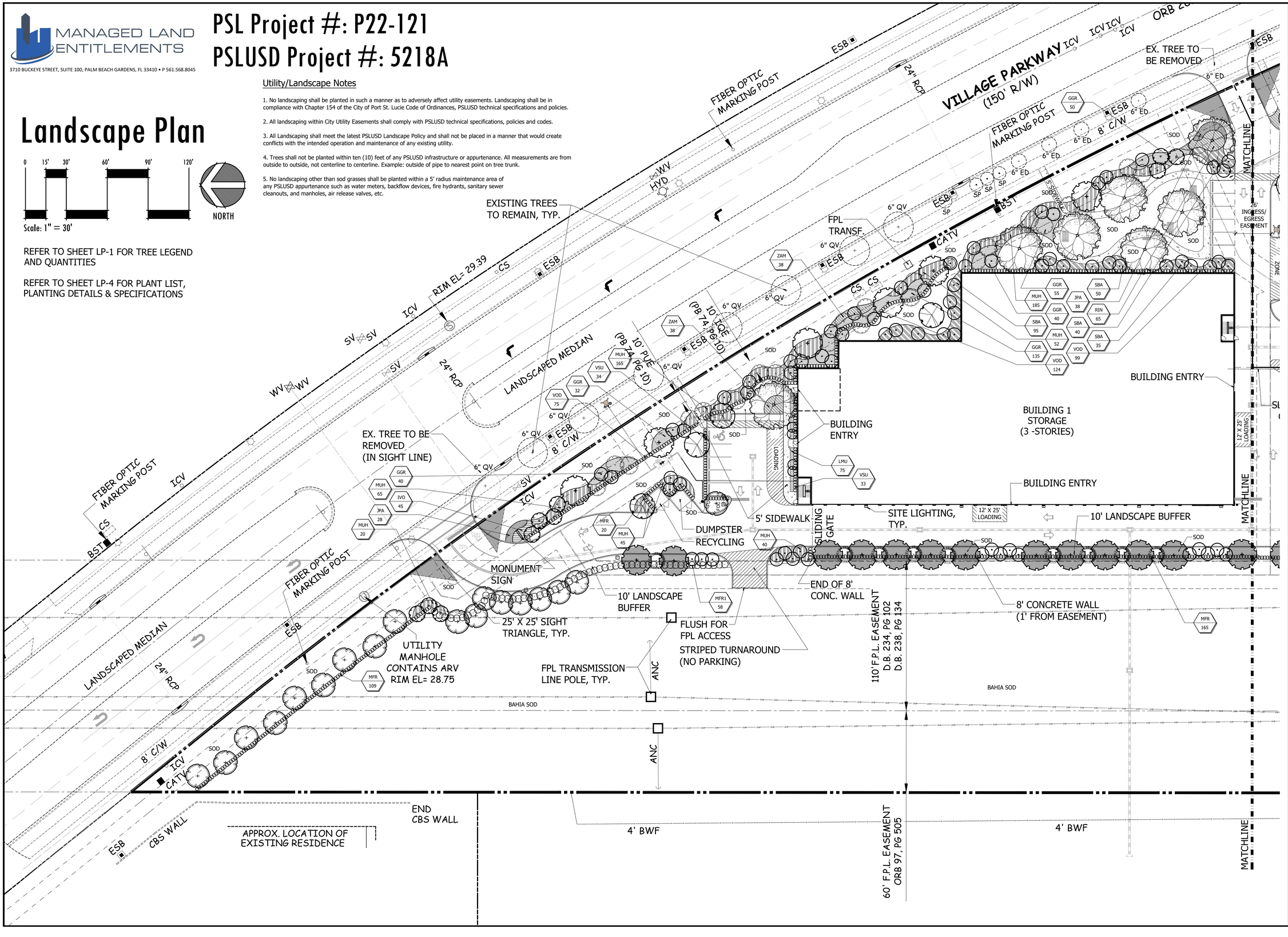


Litterick Landscape Architecture
LC26000482
2740 SW Martin Downs Blvd. #199
Palm City, Fl 34990
561-719-3876
JasonLA1677@yahoo.com

Project Name

Farrell Southern Grove

Tradition, Florida

Landscape Architect of Record

REGISTERED LANDSCAPE ARCHITECT JASON M. LITTERICK LA 0001677 STATE OF FLORIDA

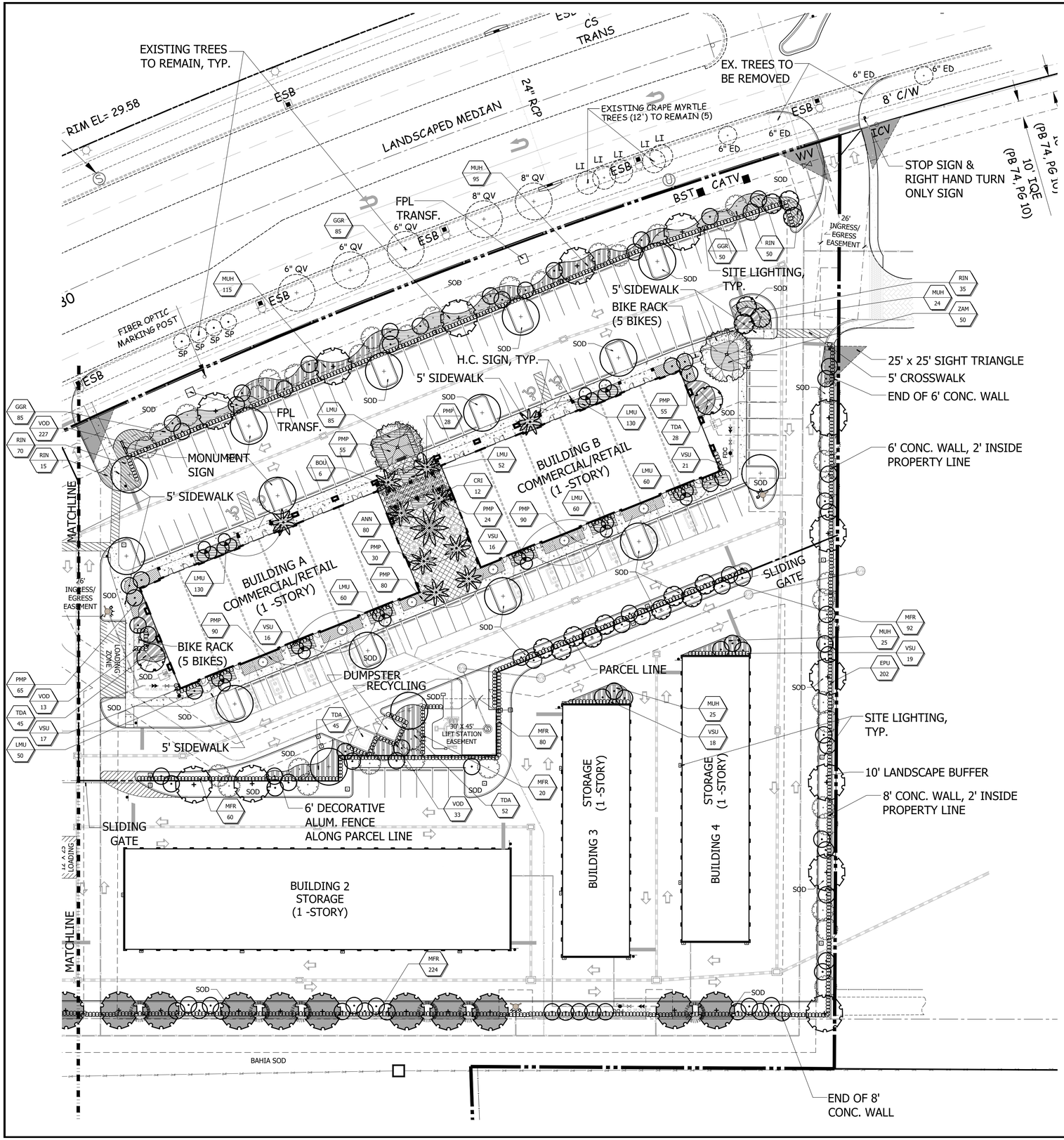
Jason M. Litterick, RLA (LA0001677)

Scale: 1" = 30'-0"

Designed:	JML
Drawn:	JML
Approved:	JML
Date:	4/6/22
Job no.	
Revisions:	6/15/22
	8/2/22
	8/29/22
	11/29/22
	12/7/22
	12/19/22

Sheet No.

LP-2



MANAGED LAND ENTITLEMENTS
3710 BUCKEYE STREET, SUITE 100, PALM BEACH GARDENS, FL 33410 • P 561.568.8045

Utility/Landscape Notes

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REFER TO SHEET LP-1 FOR TREE LEGEND AND QUANTITIES

REFER TO SHEET LP-4 FOR PLANT LIST, PLANTING DETAILS & SPECIFICATIONS

PSL Project #: P22-121
PSLUSD Project #: 5218A

Landscape Plan

0 15' 30' 60' 90' 120'

NORTH

Scale: 1" = 30'

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Project Name

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Tradition, Florida

Landscape Architect of Record

REGISTERED LANDSCAPE ARCHITECT JASON M. LITTERICK LA 0001677 STATE OF FLORIDA

Jason M. Litterick, RLA (LA0001677)

Scale: 1" = 30'-0"

Designed:	JML
Drawn:	JML
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	12/7/22

Sheet No.
LP-3

PLANT LIST

PREF. PLANT		SYM	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPR.	NOTES:
YES	* V	SP	159	SABAL PALMETTO	CABBAGE PALM	8-22' C.T.	N/A	SLICK TRUNK, HURRICANE CUT, 2/3 CURVED TRUNKS, STAGGER HEIGHTS EVENLY
YES	M	ED	6	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY	12' O.A.	5'	FULL & THICK TO GROUND, SHEARED CONE
YES	* V	IC	18	ILEX CASSINE	DAHOON HOLLY	14' O.A.	6'	FULL & THICK
YES	* V	QV	9	QUERCUS VIRGINIANA	LIVE OAK	18-20' O.A.	14' SPD.	FULL & THICK, 6-8" CAL., SPECIMEN
YES	* V	QV1	19	QUERCUS VIRGINIANA	LIVE OAK	100 GAL., 15' O.A.	8'	FULL & THICK, 4" CAL
YES	* V	QV2	23	QUERCUS VIRGINIANA	LIVE OAK	17-18' O.A.	12' SPD.	FULL & THICK, 5-6" CAL.
YES	M	LI	25	LAGERSTROEMIA INDICA 'MUSKOGEE'	CRAPE MYRLTE (LAVENDER)	12' O.A.	6'	FULL & THICK, MULTI-TRUNK, 5' C.T.
YES	M	TC	6	TABEBUIA CARAIBA	YELLOW TABEBUIA	14' O.A.	7'	FULL & THICK
YES	* V	MG	16	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD'	SOUTHERN MAGNOLIA	14' O.A.	7'	FULL & THICK
YES	M	AM2	2	ADONIDIA MERRILLII	CHRISTMAS PALM (DOUBLE)	14' O.A.	N/A	FULL & THICK, DOUBLE TRUNK
YES	M	AM3	10	ADONIDIA MERRILLII	CHRISTMAS PALM (TRIPLE)	14' O.A.	N/A	FULL & THICK, TRIPLE TRUNK
YES	* V	PE	62	PINUS ELLIOTTII 'DENSA'	S. FLA. SLASH PINE	14' O.A.	6-7'	FULL & THICK
YES	M	WB	10	WODYETIA BIFURCATA	FOXTAIL PALM	18' O.A.	N/A	FULL & THICK, MATCHED HEIGHTS
YES	M	PS	1	PHOENIX SYLVESTRIS	SYLVESTER PALM	10' C.W.	N/A	FULL & THICK
YES	* V	JS	15	JUNIPERUS SILICICOLA 'BRODIE'	SOUTHERN RED CEDAR	12' O.A.	5'	FULL & THICK TO GROUND

		SYM	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	NOTES:
YES	* V	MUH	856	MUHLENBERCIA CAPILARIS	MUHLY GRASS	#3, 18" O.A.	30" O.C.	FULL & THICK
YES	* V	TDA	170	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	#3, 24" O.A.	36" O.C.	FULL & THICK
YES	M	PMP	517	PODOCARPUS MACROPHYLLUS 'PRINGLES'	DWF. PODOCARPUS	#3, 16" O.A.	24" O.C.	FULL & THICK
YES	M	JPA	66	JUNIPERUS CHINENSIS 'PARSONII'	PARSON'S JUNIPER	#3, 16" SPD.	24" O.C.	FULL & THICK
YES	M	GGR	572	GALPHIMIA GRACILLIS	THRYALLIS	#3, 24" O.A.	30" O.C.	FULL & THICK
YES	M	VSU	174	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	#3, 24" O.A.	24" O.C.	FULL & THICK
YES	* V	IVO	45	ILEX VOMITORIA	DWF. YAUPON HOLLY	#3, 14" X 14"	24" O.C.	FULL & THICK
YES	M	LMU	702	LIRIOPE MUSCARI	GREEN LIRIOPE	#3, 14" X 14"	18" O.C.	FULL & THICK
YES	V	RIN	235	RAPHIOLEPIS INDICA	INDIAN HAWTHORN	#3, 14"X 14"	24" O.C.	FULL & THICK
YES	V	EPU	202	ELEAGNUS PUNGENS	SILVERTHORN	#3, 24" O.A.	24" O.C.	FULL & THICK
YES	M	CRI	12	CRINUM ASIATICUM	GREEN CRINUM LILY	#15, 36" X 36"	A.S.	FULL & THICK
YES	* V	ZAM	126	ZAMIA PUMILIA	COONTIE	#3, 14" X 14"	24" O.C.	FULL & THICK
YES	M	ANN	80	PENTAS LANCEOLATA	PENTAS, (COLOR BY OWNER)	#1, 12" O.A.	12" O.C.	FULL & THICK
YES	V	BOU	6	BOUGAINVILLEA (TRELLIS)	PURPLE BOUGAINVILLEA	#15, 6' O.A. TRELLIS	A.S.	FULL & THICK
YES	M	VOD	571	VIBURNUM ODORITISSIMUM	SWEET VIBURNUM	#3, 24" O.A.	24" O.C.	FULL & THICK
YES	* V	MFR	800	MYRCIANTHES FRAGRANS	SIMPSON STOPPER	36" O.A.	24" O.C.	FULL & THICK TO BASE
YES	* V	MFR1	58	MYRCIANTHES FRAGRANS	SIMPSON STOPPER	6' O.A., 4' SPD.	48" O.C.	FULL & THICK TO BASE
YES	* V	SBA	220	SPARTINA BAKERI	SAND CORDGRASS	#3, 20" O.A.	36" O.C.	FULL & THICK

* ASTERISK DENOTES NATIVE PLANT MATERIAL
V INDICATES VERY DROUGHT TOLERANT PLANT MATERIAL
M INDICATES MODERATELY DROUGHT TOLERANT PLANT MATERIAL

SOD: ST. AUGUSTINE 'FLORITAM' (BAHIA SOD WHERE NOTED)
MULCH: 3" SHREDDED MELALEUCA MULCH (OR APPROVED RECYCLED MULCH) TO BE APPLIED TO ALL PLANTING BEDS.

IRRIGATION NOTE:
ALL NEW LANDSCAPE AREAS SHALL BE RECEIVE 100% OVERLAP COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSOR.
IRRIGATION WATER SOURCE: IQ WATER

LANDSCAPE NOTES

1. ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY 'GRADES AND STANDARDS' LATEST EDITION.

2. ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF PORT ST. LUCIE'S LAND DEVELOPMENT REGULATIONS.

3. THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS CHANGES WITHOUT THE AUTHORIZATION OF THE CITY OF PSL, THE OWNER AND THE LANDSCAPE ARCHITECT.

4. THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

5. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

6. ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

7. ALL SOD SHALL BE STENOTAPHRUM SECONDATUM FLORITAM (ST. AUGUSTINE SOD) UNLESS OTHERWISE NOTED.

8. ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS PURSUANT TO FLORIDA DEPARTMENT OF TRANSPORTATION SIGHT LINE GUIDELINES.

9. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30" AND 8' WITHIN SIGHT VISIBILITY TRIANGLES. 15' X 30' SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION, ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FDOT INDEX 546.

10. ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

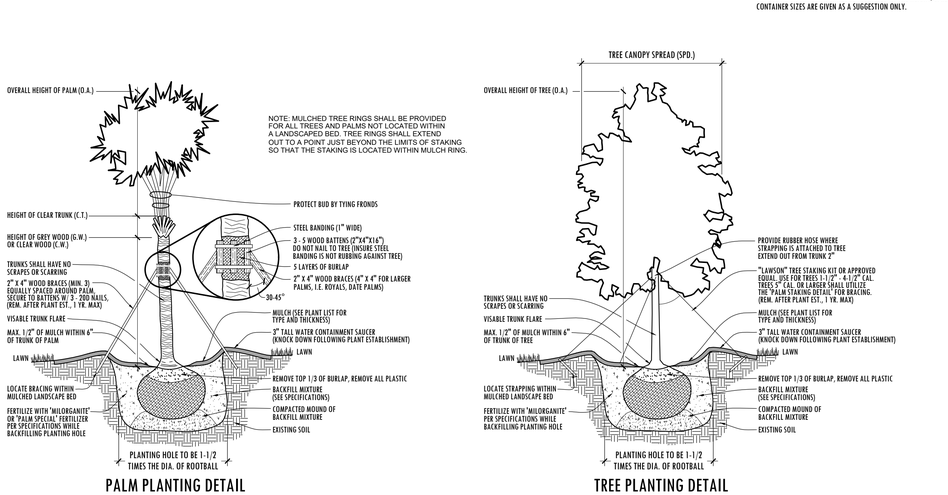
11. ALL PROPOSED LANDSCAPE AREAS SHALL RECEIVE 100% OVERLAP COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSING DEVICE ACCORDING TO LOCAL AND STATE CODES. IRRIGATION WATER SHALL BE IQ WATER.

12. ALL ABOVE GROUND UTILITIES SHALL BE SCREENED FROM VIEW ON THREE SIDES WITH AN APPROPRIATE HEDGE MATERIAL. HEIGHT OF PLANT MATERIAL AT TIME OF INSTALLATION SHALL BE AT LEAST AS TALL AS THE UTILITY BEING SCREENED AND SHALL BE SPACED APPROPRIATELY IN ORDER TO PROVIDE COMPLETE SCREENING OF UTILITY WITHIN ONE YEAR OF INSTALLATION.

13. ALL TREES NOT LOCATED WITHIN A LANDSCAPE BED SHALL RECEIVE A 4-5" DIA. MULCH RING.

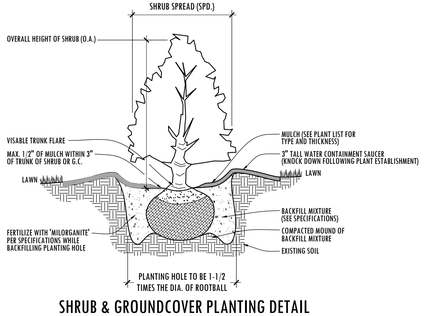
14. ALL EXOTIC AND NUISANCE VEGETATION SHALL BE REMOVED FROM SUBJECT PROPERTY PRIOR TO ANY CERTIFICATE OF OCCUPANCY.

15. ALL PLANT MATERIAL SHALL BE INSTALLED AT THE HEIGHT, SPREAD AND DBH SHOWN ON THE PLANT LIST, CONTAINER SIZES ARE GIVEN AS A SUGGESTION ONLY.

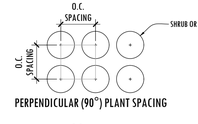


PALM PLANTING DETAIL

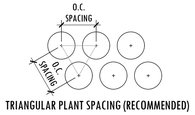
TREE PLANTING DETAIL



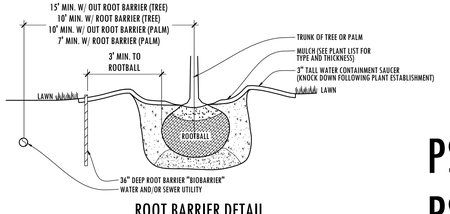
SHRUB & GROUNDCOVER PLANTING DETAIL



PERPENDICULAR (90°) PLANT SPACING



TRIANGULAR PLANT SPACING (RECOMMENDED)



ROOT BARRIER DETAIL

1. SCOPE OF WORK

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

2. QUALITY ASSURANCE

LANDSCAPE CONTRACTOR MUST BE REGULARLY ENGAGED IN THE INSTALLATION OF LIVING PLANT MATERIAL. LABOR CREWS SHALL BE CONTROLLED AND DIRECTED BY A LANDSCAPE FOREMAN WELL VERSED IN LANDSCAPE INSTALLATION, PLANT MATERIALS, READING PLANS AND COORDINATION BETWEEN THE JOB AND NURSERY.

THE LANDSCAPE CONTRACTOR AND IRRIGATION CONTRACTOR SHALL REVIEW LAYOUT AND SCHEDUILING PRIOR TO INSTALLATION OF MATERIAL. MINOR ADJUSTMENT TO IRRIGATION DESIGN MAY BE MADE IN RESPONSE TO THE NEEDS OF SPECIFIC PLANT MATERIAL. THE LANDSCAPE ARCHITECT MUST BE NOTIFIED OF SUCH CHANGES.

3. MATERIALS

PLANT SIZE AND QUALITY
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS, NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. TIGHTLY KNIT PLANT, SO TRAINED OR FAVORED IN ITS DEVELOPMENT THAT FIRST APPEARANCE IS UNQUESTIONABLE AND IT IS OUTSTANDINGLY SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND FREE OF DISEASE AND INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES AND PALMS FOR PLANTING ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT. THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY AND FLORIDA NUMBER 1. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT. ALL PLANTS SHALL BE FREE OF WEEDS OR ANY OTHER OBJECTIONABLE VEGETATION.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

CONTAINER GROWN PLANTS SHALL HAVE A DEVELOPED ROOT STRUCTURE SO THAT THE ROOT MASS STAYS IN TACT WHEN REMOVED FROM CONTAINER. IN NO CASE SHALL THE PLANT CONTAIN CIRCLING ROOTS NOR BE ROOT-BOUND.

QUANTITIES
ALL QUANTITIES INDICATED ON THE PLANT LIST ARE INTENDED AS A GUIDE FOR THE BIDDERS AND DOES NOT RELIEVE THE BIDDER OF HIS RESPONSIBILITY TO DO A COMPREHENSIVE PLANT TAKE OFF. SHALL A DISCREPANCY OCCUR BETWEEN THE BIDDER'S TAKE OFF AN THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT IS TO BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSION OF THE BID.

MULCH
MULCH SHALL BE A SHREDDED VARIETY AS SPECIFIED IN THE PLANT LIST. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3' EXCEPT FOR THOSE SPECIFIC SITUATIONS SHOWN BELOW IN SECTION 4 AND IN PLANTING DETAILS.

FERTILIZER
FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF 'MILORGANITE' ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS. FERTILIZE ALL NEW PLANTINGS PER RATES SHOWN BELOW:

TREES:
FERTILIZE NEW TREES WITH 'MILORGANITE' AT THE FOLLOWING RATES:
- 8' AND SMALLER: 2-4 LBS.
- 8' 1/2" TALL: 4-6 LBS.
- 12" AND TALER: 6-8 LBS.

(3 CUPS = 1 LB.)

SHRUBS:
FERTILIZE NEW SHRUBS AND ACCENTS WITH 'MILORGANITE' AT THE FOLLOWING RATES:
- 4-6" POTS: ½ CUP
- 1 GAL.: ½ CUP
- 3 GAL.: 1 CUP
- 7-10 GAL.: 2 CUPS
- 15 GAL. AND GREATER: 3 CUPS

PALM TREES:
FERTILIZE NEW PALM TREES WITH A "PALM SPECIAL" FERTILIZER IN SLOW RELEASE FORM. FERTILIZER SHALL CONTAIN AN ADDITIONAL MAGNESIUM AND MICRO-NUTRIENT AMENDMENT

SOIL
PLANTING SOIL SHALL BE SANDY LOAM AND SHALL CONTAIN A 25% MINIMUM AMOUNT OF DECOMPOSED ORGANIC MATTER. PLANTING SOIL SHALL BE FREE OF CLAY, STONES, PLANTS, ROOTS AND OTHER FOREIGN MATERIALS WHICH MIGHT BE A HINDRANCE TO PLANTING OPERATIONS OR BE DETRIMENTAL TO GOOD PLANT GROWTH. SOIL SHALL BE DELIVERED IN A LOOSE FRIABLE CONDITION AND APPLIED IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

WATER
WATER FOR PLANTING WILL BE AVAILABLE AT THE SITE AND WILL BE PROVIDED BY THE OWNER. LANDSCAPE CONTRACTOR SHALL NOT ASSUME THAT THE IRRIGATION SYSTEM WILL BE OPERATIONAL AT THE TIME OF PLANTING. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO PROVIDE ALL THE REQUIRED WATER NECESSARY TO MAINTAIN THE PLANT MATERIAL IN A HEALTHY GROWING CONDITION. THE WATERING MAY INCLUDE DEEP WATERING OF TREES ANT THE WATERING OF SHRUB AND GROUND COVER AREAS. ANY PLANT MATERIALS THAT DIE OR THAT ARE NOT IN A HEALTHY GROWING CONDITION DUE TO LACK OF WATER SHALL BE REPLACED BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

4. EXECUTION

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

AFTER FINAL SETTLING OF BALLED AND BURLAPED PLANTS, LOOSEN BURLAP WRAPPING EXPOSING THE TOP OF THE ROOTBALL, LEAVING THE BALL UNBROKEN. REMOVE EXCESS AMOUNTS OF BURLAP TO ELIMINATE VOIDS WHICH MAY BE CAUSED UPON DECOMPOSITION.

CONTAINER GROWN PLANTS SHALL, WHEN DELIVERED, SHALL HAVE SUFFICIENCY GROWTH TO HOLD EARTH INTACT WHEN REMOVED FROM CONTAINER AND SHALL NOT BE ROOT BOUND. PLANT PITS FOR CONTAINER MATERIALS SHALL BE FORMED FLAT ON THE BOTTOM TO AVOID AIR POCKETS AT THE BOTTOM OF ROOT BALLS AND CONTAINERS SHALL BE REMOVED CAREFULLY TO PREVENT DAMAGE TO THE PLANT OR ROOT SYSTEMS.

TEST TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. PITS WHICH ARE FOUND NOT TO BE ADEQUATELY DRAINING SHALL BE EXCAVATED TO A A DEPTH SUFFICIENT FOR DRAINAGE AND BACKFILLING WITH GRAVEL OR CRUSHED ROCK. NO ALLOWANCES WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE.

PLANTING BED PREPARATION
ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (PANICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS. COMPACT LAYER OF TOPSOIL IN PIT WITH A SLIGHTLY DISHED GRADE TO CENTER.

BACKFILL AROUND BALL WITH TOPSOIL AND SLIGHTLY COMPACT, WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 4" HIGH BERM OF TOPSOIL BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS AND 3" DEEPER THAN REQUIRED FOR POSITIONING AT PROPER HEIGHT. COMPACT A LAYER OF TOPSOIL IN BOTTOM BEFORE PLACING PLANTS. BACKFILL AROUND PLANTS WITH PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 2" OF MULCH ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH. PURPLE QUEEN GROUNDCOVER, IF SPECIFIED, SHALL ONLY RECEIVE 1" OF MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

PLANTING SOD

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING. SOD SHALL BE FIRM, TOUGH TEXTURE, HAVING A COMPACT GROWTH OF GRASS WITH GOOD ROOT DEVELOPMENT, AND SHALL CONTAIN NO BERMUDA GRASS, WEEDS OR ANY OTHER OBJECTIONABLE VEGETATION.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED TO FINISH DESIGN ELEVATIONS. IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO FINISH GRADE ALL LANDSCAPE AREAS, ELIMINATING ALL BUMPS, DEPRESSIONS, STICKS, STONES AND OTHER DEBRIS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP, STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED SOIL MIX INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

5. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE
MAINTAIN LANDSCAPE WORK IMMEDIATELY AFTER PLANTING AND UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

IN THE EVENT OF SERIOUS DAMAGE FROM INSECTS OR DISEASE PRIOR TO FINAL ACCEPTANCE, THE PLANTS SHALL BE TREATED BY PREVENTATIVE OR REMEDIAL MEASURES APPROVED FOR GOOD HORTICULTURAL PRACTICE AT NO ADDITIONAL COST TO THE OWNER.

CLEAN UP
THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACT

Fusion Planning Public Works Bridget Kean

Planning / Applications / P#: P22-358

Application | Comments | Submittals | Meetings | Allowed Users | BlueBeam | History | Fees | Conditions | Files | Reports

Save

Project Name:
Southern Grove-Farrell Storage

Management/Property Information | Reviewers

Management

Project Type: *
LANDSCAPE BUFFER WALL ...

Status:
P&Z MEETING SCHEDUL...

Approved Date:

Project Number: *
P22-358

Amended Number:

Utility File Number:

Building Type :
Select...

Primary Email Address:
michael@mylandentitlements.c

Describe Request:
Request to install upgraded landscaping in lieu of buffer wall on north 270 feet of west buffer due to existing site constraints.

Check this if Exempt from Public Records Request: ☐

Property Information

Address:

Project Site Location:
West side of SW Village Parkway r

City Section:
Pl 13

Block:
SouthernGrove

Lot:
Par. "A" & "B", p/o Par. 27D

Legal Description:
Parcels A & B of proposed plat of Tradition SG-10; north 11.19 acres of Parcel 27D

+

Parcel Number
4322-600-0027-010-1

Current Land Use: MIXED USE

Current Zoning: MPUD - MASTER PLANNED UNIT DEVELOPMENT

Proposed Zoning: Select...

Utility Provider: Select...

Acreage:

Administrative:

Architectural Elevations:

Agent/Applicant | Property Owners | Authorized Signatory of Corporation | Project Architect/Engineer

Agent First Name: michael

Agent Last Name: sanchez

Agent Business Name: Farrell Companies

Agent Phone: (561) 568-8045

Agent Address: 3710 Buckeye Street

Agent City: Palm Beach Gardens

Agent State: FLORIDA

Agent Zip: 33410

Agent Email: michael@mylandentitle

Save

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FARRELL
COMPANIES

September 22, 2022

Planning & Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Boulevard, Building B
Port St. Lucie, Florida 34984-5099

Re: Farrell Southern Grove
Authorization for Preliminary Site Plan and Construction Plan Approval
Parcel ID: 4322-600-0027-010-1 (northernmost 11.19 acres of)

To Whom It May Concern:

Please accept this letter to serve as authorization by Farrell Building Company, Inc. ("Applicant"), contract purchaser of the above-referenced property (the "Property"), for our in-house Development Manager, Michael Sanchez, to act on the Applicant's behalf as it relates to obtaining all permits and approvals required to allow for improvements to the Property.

Thank you for your attention to this matter.

Sincerely,

FARRELL BUILDING COMPANY, INC.

By: _____

PO Box 14, 2331 Main Street,
Bridgehampton, NY 11932
INFO@THEFARRELLCOMPANIES.COM

THEFARRELLCOMPANIES.COM

MATTAMY PALM BEACH, LLC
1500 GATEWAY BOULEVARD, SUITE 212
BOYNTON BEACH, FLORIDA 33426

March 29, 2022

Planning & Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Boulevard, Building B
Port St. Lucie, Florida 34984-5099

Re: Farrell Southern Grove
Owner Authorization for Preliminary Site Plan and Construction Plan Approval
Parcel ID: 4322-600-0027-010-1 (a portion of)

To Whom It May Concern:

Please accept this letter to serve as authorization by Mattamy Palm Beach, LLC ("Owner"), owner of the above-referenced property (the "Property"), for Michael Sanchez of Managed Land Entitlements, LLC, to act on the Owner's behalf as it relates to obtaining all permits and approvals required to allow for improvements to the Property.

Thank you for your attention to this matter.

Sincerely,

MATTAMY PALM BEACH, LLC

By: Anthony J. Palumbo III, Vice President

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4454602 OR BOOK 4153 PAGE 856, Recorded 07/05/2018 12:22:55 PM Doc Tax: $159402.60

Prepared by and return to:
Greenspoon Marder, P.A.
200 East Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301
Attn: Barry E. Somerstein, Esq.
Tax Account No.: 4310-603-0007-000-4
[LIST ALL TAX ACCOUNT NOS.]

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED, made and executed as of the 29th day of June, 2018, by **TRADITION LAND COMPANY, LLC**, an Iowa limited liability company ("**Grantor**"), whose address is 10490 SW Village Center Drive, Port St. Lucie, Florida 34987, to and in favor of **MATTAMY PALM BEACH LLC**, a Delaware limited liability company ("**Grantee**"), whose address is 1500 Gateway Boulevard, Suite 212, Boynton Beach, Florida 33426.

WITNESSETH:

That the Grantor for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee all of Grantor's right, title and interest in and to those certain pieces, parcels or tracts of land situated in St. Lucie County, Florida more particularly described as follows, to wit:

SEE EXHIBIT "A-1," "A-2" and "A-3" ATTACHED HERETO

(hereinafter referred to as the "**Property**");

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining;

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

AND Grantor does hereby covenant with and warrant to the Grantee that it has good right and lawful authority to sell and convey the Property; and that it will defend the title to the Property, against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

THE conveyance made herein, however, is expressly made **SUBJECT TO** (i) those matters described on **Exhibit "B"** attached hereto ("**Permitted Exceptions**"), however this reference shall not operate to reimpose same, and (ii) the Property is also subject to the restrictions and covenants running with the land applicable to the Property as set forth on **Exhibit "C"** attached hereto ("**Deed Restrictions**").

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Kelly Rene Rea

Name: Kelly Rene Rea

Wade DeRemer

Name: WADE DEREMER

GRANTOR:

TRADITION LAND COMPANY, LLC, an Iowa limited liability company

By: David C. Feltman

Name: David C. Feltman

Title: President

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 21st day of June, 2018 by David C. Feltman, as President of Tradition Land Company, LLC, an Iowa limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

KELLY RENE REA
MY COMMISSION # FF 204147
EXPIRES: March 22, 2019
Bonded Thru Notary Public Underwriters

Kelly Rene Rea

Notary Public Signature

Kelly Rene Rea

(Name typed, printed or stamped)

Commission No.: FF 204147

My Commission Expires: 3/22/2019

35188720.4
33451.0019

EXHIBIT "A-1"
DESCRIPTION OF WESTERN GROVE PROPERTY

LEGAL DESCRIPTION WESTERN GROVE
TRACTS A & B

LEGAL DESCRIPTION
WESTERN GROVE

PARCEL ID NUMBERS
4305-100-0000-000-5
4305-110-0000-000-6
4305-131-0001-000-8
4305-333-0001-000-8
4305-322-0001-000-4
4305-322-0002-000-1
4306-311-0000-000-6
4307-100-0000-000-1
4308-000-0000-000-7
4318-122-0001-000-0

BEING A PARCEL OF LAND LYING IN SECTIONS 5, 6, 7, 8, 17, AND 18, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°08'55" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 156.89 FEET; THENCE SOUTH 00°01'15" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2906.07 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 89°58'45" EAST, ALONG THE SOUTH LINE OF CROSSTOWN PARKWAY AS DEEDED FROM RESERVE HOMES LTD, L.P. TO CITY OF PORT ST. LUCIE, AS RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 4633.87 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2,158.00 FEET, THE CHORD OF WHICH BEARS SOUTH 00°03'13" WEST, 0.93 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 0.93 FEET THROUGH A CENTRAL ANGLE OF 00°01'28" TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,690.00 FEET AND A CENTRAL ANGLE OF 03°25'08"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 100.84 FEET; THENCE NORTH 86°37'20" EAST, A DISTANCE OF 54.69 FEET; THENCE NORTH 53°38'02" EAST, A DISTANCE OF 11.25 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 501.54 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 12°20'03"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 215.27 FEET; THENCE NORTH 77°39'57" EAST, A DISTANCE OF 108.05 FEET; THENCE NORTH 73°41'12" EAST, A DISTANCE OF 447.38 FEET; THENCE NORTH 74°15'42" EAST, A DISTANCE OF 502.35 FEET; THENCE NORTH 74°29'48" EAST, A DISTANCE OF 493.07 FEET; THENCE NORTH 73°45'42" EAST, A DISTANCE OF 491.41 FEET; THENCE NORTH 74°31'50" EAST, A DISTANCE OF 526.42 FEET; THENCE NORTH 74°05'56" EAST, A DISTANCE OF 326.26 FEET TO THE WEST LINE OF A PARCEL OF LAND AS RECORDED IN OFFICIAL RECORDS BOOK 3131, PAGE 1673, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 13°12'00" EAST, ALONG SAID WEST LINE, AND ALONG THE WEST LINE OF TRADITION PLAT NO. 35, AS RECORDED IN PLAT BOOK 52, PAGE 1, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 4,266.67 FEET TO THE NORTH LINE OF TRADITION PLAT NO. 62, AS RECORDED IN PLAT BOOK 60, PAGE 22, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRADITION PLAT NO. 62 THE FOLLOWING 3 COURSES AND DISTANCES; 1) THENCE SOUTH 81°33'53" WEST, A DISTANCE OF 621.46 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,130.00 FEET, A CENTRAL ANGLE OF 05°23'17"; 2) THENCE WESTERLY ALONG THE ARC A DISTANCE OF 106.26 FEET; THENCE NORTH 53°22'26" WEST, A DISTANCE OF 15.42 TO THE EASTERLY RIGHT-OF-WAY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3071, PAGE 2612 OF SAID ST. LUCIE COUNTY PUBLIC RECORDS; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 760.00 FEET, CENTRAL ANGLE 2°03'38", ARC LENGTH OF 27.33 FEET; CHORD BEARING N1°53'40"W, A CHORD DISTANCE OF 27.33 FEET; THENCE S89°08'09"W, DEPARTING SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 80.00 FEET TO THE NORTHWEST CORNER OF SAID TRADITION PLAT 62; THENCE ALONG THE WESTERLY BOUNDS OF SAID PLAT THE FOLLOWING 4 COURSES AND DISTANCES; 1) SOUTHERLY ALONG A CURVE TO THE LEFT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 840.00 FEET, CENTRAL ANGLE 12°36'21", ARC LENGTH 184.81 FEET, CHORD BEARING S7°10'01"E, A CHORD DISTANCE OF 184.44 FEET TO POINT OF REVERSE CURVATURE; 2) SOUTHWESTERLY ALONG A CURVE TO THE RIGHT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 50.00 FEET, CENTRAL ANGLE 55°30'50", ARC LENGTH 48.45 FEET, CHORD BEARING S14°17'13"W, A CHORD DISTANCE OF 46.57 FEET TO A POINT OF REVERSE CURVATURE; 3) SOUTHWESTERLY ALONG A CURVE TO THE LEFT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 110.00 FEET, CENTRAL ANGLE 8°37'53", ARC LENGTH 16.57 FEET, CHORD BEARING S37°43'42"W, A CHORD DISTANCE OF 16.56 FEET TO A POINT OF REVERSE CURVATURE; 4) SOUTHWESTERLY ALONG A CURVE TO THE RIGHT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 50.00 FEET, CENTRAL ANGLE 51°19'04", ARC LENGTH 44.78 FEET, CHORD BEARING S59°04'17"W, A CHORD DISTANCE OF 43.30 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF A PARCEL OF LAND AS RECORDED IN OFFICIAL RECORDS BOOK 1178, PAGE 2311 AND OFFICIAL RECORDS BOOK 3274, PAGE 915, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE THE FOLLOWING 4 COURSES AND DISTANCES; THENCE SOUTH 84°43'49" WEST, A DISTANCE OF 174.38 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,100.00 FEET, A CENTRAL ANGLE OF 45°17'00"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 869.38 FEET; THENCE NORTH 49°59'11" WEST, A DISTANCE OF 1,546.87 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,200.00 FEET, A CENTRAL ANGLE OF 39°18'59"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 823.44 FEET; THENCE NORTH 89°18'10" WEST, A DISTANCE OF 401.19 FEET TO THE WEST LINE OF EXHIBIT A (POWERLINE ROAD), AS RECORDED IN OFFICIAL RECORDS BOOK 3071, PAGE 2651, PUBLIC RECORDS OF

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PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Florida LLC Tradition Land Company LLC	
Western Grove, St. Lucie County, Fl	
DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. *18-039*

LEGAL DESCRIPTION

WESTERN GROVE

ST. LUCIE COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE THE FOLLOWING 3 COURSES AND DISTANCES; THENCE SOUTH 00°41'50" WEST, A DISTANCE OF 557.37 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,440.00 FEET, A CENTRAL ANGLE OF 18°08'36"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 455.99 FEET; THENCE SOUTH 18°50'26" WEST, A DISTANCE OF 800.66 FEET; THENCE SOUTH 70°06'36" EAST, A DISTANCE OF 540.99 FEET TO THE WEST LINE OF A 200.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 767, PAGE 2676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°41'50" WEST, ALONG SAID WEST LINE, A DISTANCE OF 3,427.77 FEET; THENCE SOUTH 00°08'18" WEST, ALONG SAID WEST LINE, A DISTANCE OF 317.26 FEET TO THE NORTH LINE OF CONSERVATION TRACT 3, AS RECORDED IN OFFICIAL RECORDS BOOK 1485, PAGE 708, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY LINE OF CONSERVATION TRACT 3 THE FOLLOWING 24 COURSES AND DISTANCES; THENCE NORTH 31°45'23" EAST, A DISTANCE OF 287.98 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 479.11 FEET; THENCE NORTH 25°42'03" EAST, A DISTANCE OF 815.85 FEET; THENCE NORTH 67°14'46" EAST, A DISTANCE OF 611.45 FEET; THENCE NORTH 80°50'18" EAST, A DISTANCE OF 311.82 FEET; THENCE SOUTH 39°35'38" EAST, A DISTANCE OF 373.81 FEET; THENCE SOUTH 62°56'57" WEST, A DISTANCE OF 710.69 FEET; THENCE SOUTH 09°54'33" WEST, A DISTANCE OF 528.17 FEET; THENCE SOUTH 43°15'34" EAST, A DISTANCE OF 1.86 FEET; THENCE NORTH 89°57'05" EAST, A DISTANCE OF 1,118.66 FEET; THENCE NORTH 35°27'24" EAST, A DISTANCE OF 161.02 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 130°29'58"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 455.53 FEET; THENCE SOUTH 14°02'38" EAST, A DISTANCE OF 439.21 FEET; THENCE SOUTH 11°24'07" WEST, A DISTANCE OF 156.51 FEET; THENCE SOUTH 54°52'19" WEST, A DISTANCE OF 285.65 FEET; THENCE NORTH 87°53'08" WEST, A DISTANCE OF 303.75 FEET; THENCE NORTH 64°44'39" WEST, A DISTANCE OF 347.21 FEET; THENCE NORTH 38°28'42" WEST, A DISTANCE OF 244.24 FEET; THENCE SOUTH 61°48'44" WEST, A DISTANCE OF 265.08 FEET; THENCE SOUTH 26°55'17" EAST, A DISTANCE OF 157.56 FEET; THENCE SOUTH 04°24'55" WEST, A DISTANCE OF 302.92 FEET; THENCE SOUTH 51°49'41" EAST, A DISTANCE OF 294.23 FEET; THENCE SOUTH 28°06'28" EAST, A DISTANCE OF 898.96 FEET TO THE NORTH LINE OF CONSERVATION TRACT 1, AS RECORDED IN OFFICIAL RECORDS BOOK 1485, PAGE 708, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND WESTERLY LINE OF CONSERVATION TRACT 1 THE FOLLOWING 5 COURSES AND DISTANCES; THENCE SOUTH 72°37'52" WEST, A DISTANCE OF 619.63 FEET; THENCE SOUTH 18°11'57" WEST, A DISTANCE OF 269.91 FEET; THENCE SOUTH 01°51'59" EAST, A DISTANCE OF 146.75 FEET; THENCE SOUTH 32°55'06" EAST, A DISTANCE OF 1,128.20 FEET; THENCE SOUTH 49°21'19" EAST, A DISTANCE OF 380.65 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E/W # 1, AS RECORDED IN OFFICIAL RECORDS BOOK 2972, PAGE 829, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 89°50'39" WEST, ALONG SAID NORTH LINE OF E/W # 1 AND THE NORTH LINE OF PARCEL 2 OF RIVERLAND GROVE, A DISTANCE OF 2,230.58 FEET TO THE POINT OF BEGINNING OF CONSERVATION TRACT 2, AS SHOWN IN OFFICIAL RECORDS BOOK 1485, PAGE 708, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINE OF CONSERVATION TRACT 2 THE FOLLOWING 24 COURSES AND DISTANCES; THENCE NORTH 16°14'32" EAST, A DISTANCE OF 312.22 FEET; THENCE NORTH 60°39'52" EAST, A DISTANCE OF 69.34 FEET; THENCE NORTH 70°31'49" EAST, A DISTANCE OF 130.24 FEET; THENCE NORTH 46°25'24" EAST, A DISTANCE OF 54.76 FEET; THENCE NORTH 32°01'44" EAST, A DISTANCE OF 35.62 FEET; THENCE NORTH 08°45'15" EAST, A DISTANCE OF 49.65 FEET; THENCE NORTH 10°37'45" WEST, A DISTANCE OF 61.45 FEET; THENCE NORTH 24°33'27" WEST, A DISTANCE OF 95.46 FEET; THENCE NORTH 09°05'54" WEST, A DISTANCE OF 95.57 FEET; THENCE NORTH 20°34'23" WEST, A DISTANCE OF 64.51 FEET; THENCE NORTH 45°12'39" WEST, A DISTANCE OF 167.70 FEET; THENCE NORTH 59°18'14" WEST, A DISTANCE OF 151.59 FEET; THENCE NORTH 88°01'37" WEST, A DISTANCE OF 54.82 FEET; THENCE SOUTH 74°52'40" WEST, A DISTANCE OF 305.26 FEET; THENCE NORTH 70°03'54" WEST, A DISTANCE OF 245.26 FEET; THENCE SOUTH 76°25'53" WEST, A DISTANCE OF 232.03 FEET; THENCE NORTH 35°37'28" WEST, A DISTANCE OF 365.49 FEET; THENCE NORTH 64°00'05" WEST, A DISTANCE OF 104.96 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 614.79 FEET; THENCE SOUTH 15°45'52" WEST, A DISTANCE OF 524.60 FEET; THENCE SOUTH 29°27'50" EAST, A DISTANCE OF 150.74 FEET; THENCE SOUTH 63°02'12" EAST, A DISTANCE OF 200.44 FEET; THENCE NORTH 89°59'49" EAST, A DISTANCE OF 311.47 FEET; THENCE SOUTH 57°38'10" EAST, A DISTANCE OF 1,042.53 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E/W # 1, AS RECORDED IN OFFICIAL RECORDS BOOK 2972, PAGE 829, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 89°50'39" WEST, ALONG SAID NORTH LINE OF E/W # 1 AND THE NORTH LINE OF PARCEL 2 OF RIVERLAND GROVE, A DISTANCE OF 5063.33 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 609 (RANGELINE ROAD) A 150.00 FOOT WIDE RIGHT-OF-WAY; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 609 (RANGELINE ROAD) THE FOLLOWING 6 COURSES AND DISTANCES; THENCE NORTH 00°00'21" EAST, A DISTANCE OF 1,040.46 FEET; THENCE NORTH 00°01'22" WEST, A DISTANCE OF 2,608.92 FEET; THENCE NORTH 85°42'58" EAST, A DISTANCE OF 74.89 FEET; THENCE NORTH 02°05'08" WEST, A DISTANCE OF 5,257.15 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 5,654.58 FEET, A CENTRAL ANGLE OF 02°06'23"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 207.88 FEET; THENCE NORTH 00°01'15" EAST, A DISTANCE OF 2,337.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,771.478 ACRES, MORE OR LESS.

Sheet 2 of 5

CULPEPPER & TERPENING, INC

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STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Florida LLC
Tradition Land Company LLC

Western Grove, St. Lucie County, Fl

DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. *18-039*

LEGAL DESCRIPTION

WESTERN GROVE

TOGETHER WITH PARCEL 1 Parcel ID: 4305-322-0002-000-1

A PARCEL OF LAND LYING IN SECTIONS 5 AND 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE PLAT OF WESTERN GROVE PLAT NO. 2 ALLAPATTAH SUBSTATION, AS RECORDED IN PLAT BOOK 58, PAGE 12, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N89°58'45"W A DISTANCE OF 50.00 FEET; THENCE N00°01'15"E A DISTANCE OF 60.00 FEET; THENCE S89°58'45"E A DISTANCE OF 4633.87 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

AND THE BEGINNING OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 89°56'03" EAST, A RADIAL DISTANCE OF 2,158.00 FEET AND HAVING A CHORD BEARING OF SOUTH 00°03'12" WEST, 0.93 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00°01'28", A DISTANCE OF 0.93 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,690.00 FEET AND A CENTRAL ANGLE OF 03°25'08"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 100.84 FEET; THENCE NORTH 86°37'20" EAST, A DISTANCE OF 54.69 FEET; THENCE NORTH 53°38'02" EAST, A DISTANCE OF 11.25 FEET; THENCE EAST, A DISTANCE OF 501.54 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 11°43'53"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 204.75 FEET; THENCE NORTH 55°36'44" EAST, A DISTANCE OF 125.02 FEET; THENCE NORTH 89°58'45" WEST, A DISTANCE OF 874.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.684 ACRES, MORE OR LESS.

TOGETHER WITH PARCEL 2 (WETLAND 81) Parcel ID: 4308-331-0001-000-1

BEING A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF TRACT 1, ACCORDING TO TRADITION PLAT NO. 70, AS RECORDED IN PLAT BOOK 67, PAGE 31, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 80°50'18" WEST, A DISTANCE OF 311.82 FEET; THENCE SOUTH 67°14'46" WEST, A DISTANCE OF 363.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE CONTINUE SOUTH 67°14'46" WEST, A DISTANCE OF 248.12 FEET; THENCE SOUTH 25°42'03" WEST, A DISTANCE OF 107.45 FEET; THENCE NORTH 55°58'12" WEST, A DISTANCE OF 41.35 FEET; THENCE NORTH 64°04'09" WEST, A DISTANCE OF 36.99 FEET; THENCE NORTH 34°18'02" WEST, A DISTANCE OF 57.12 FEET; THENCE NORTH 04°58'20" EAST, A DISTANCE OF 32.40 FEET; THENCE NORTH 29°38'11" EAST, A DISTANCE OF 56.90 FEET; THENCE NORTH 55°08'19" EAST, A DISTANCE OF 39.86 FEET; THENCE NORTH 67°58'26" EAST, A DISTANCE OF 76.12 FEET; THENCE NORTH 79°45'14" EAST, A DISTANCE OF 78.71 FEET; THENCE NORTH 86°56'06" EAST, A DISTANCE OF 47.36 FEET; THENCE SOUTH 83°49'59" EAST, A DISTANCE OF 32.61 FEET; THENCE SOUTH 76°45'58" EAST, A DISTANCE OF 32.93 FEET; THENCE SOUTH 58°01'15" EAST, A DISTANCE OF 60.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.923 ACRES, MORE OR LESS.

LESS AND EXCEPT PARCEL 3

BEING A PARCEL OF LAND LYING IN SECTIONS 5 AND 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE PLAT OF WESTERN GROVE PLAT NO. 2 ALLAPATTAH SUBSTATION, AS RECORDED IN PLAT BOOK 58, PAGE 12, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N89°58'45"W A DISTANCE OF 50.00 FEET; THENCE N00°01'15"E A DISTANCE OF 60.00 FEET; THENCE S89°58'45"E A DISTANCE OF 5508.49 FEET; THENCE S55°36'44"W A DISTANCE OF 125.02 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

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STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Florida LLC Tradition Land Company LLC	
Western Grove, St. Lucie County, Fl	
DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. *18-039*

LEGAL DESCRIPTION

WESTERN GROVE

THENCE SOUTH 49°13'04" EAST, A DISTANCE OF 69.74 FEET; THENCE NORTH 74°03'19" EAST, A DISTANCE OF 2,864.71 FEET; THENCE NORTH 13°12'00" WEST, A DISTANCE OF 46.01 FEET; THENCE SOUTH 74°05'56" WEST, A DISTANCE OF 326.26 FEET; THENCE SOUTH 74°31'50" WEST, A DISTANCE OF 526.42 FEET; THENCE SOUTH 73°45'42" WEST, A DISTANCE OF 491.41 FEET; THENCE SOUTH 74°29'48" WEST, A DISTANCE OF 493.07 FEET; THENCE SOUTH 74°15'42" WEST, A DISTANCE OF 502.35 FEET; THENCE SOUTH 73°41'12" WEST, A DISTANCE OF 447.38 FEET; THENCE SOUTH 77°39'57" WEST, A DISTANCE OF 108.05 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 00°36'10"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 10.52 FEET TO THE POINT OF BEGINNING. ALSO LESSING OUT THAT PORTION OF EXHIBIT A, AS RECORDED IN OFFICIAL RECORDS BOOK 3071, PAGE 2612, THAT LIES IN THE ABOVE DESCRIBED PARCEL.

CONTAINING 3.318 ACRES, MORE OR LESS.

LESS AND EXCEPT: Parcel ID: 4306-700-0001-000-7
FLORIDA POWER AND LIGHT ALLAPATTAH SUBSTATION, AS RECORDED IN PLAT BOOK 58, PAGE 12, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. (CONTAINING 2.491 ACRES, MORE OR LESS).

ALSO LESS AND EXCEPT: Parcel ID: 4308-501-0001-020-8
FERNLAKE DRIVE, AS RECORDED IN OFFICIAL RECORDS BOOK 3071, PAGE 2612, EXHIBIT B (CONTAINING 8.358 ACRES, MORE OR LESS).

ALSO LESS AND EXCEPT: Parcel ID: 4306-111-0001-000-9 Parcel ID: 4306-144-0001-000-1
POWERLINE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 3071, PAGE 2612, EXHIBIT C AND OFFICIAL RECORDS BOOK 3071, PAGE 2651, EXHIBIT C (CONTAINING 40.982 ACRES, MORE OR LESS).

TRACT C Parcel ID: 4308-000-0000-000-7

BEING A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTHEAST CORNER OF THE PLAT OF TRADITION PLAT NO. 58, AS RECORDED IN PLAT BOOK 59, PAGE 21, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY LINE OF SAID TRADITION PLAT NO. 58 THE FOLLOWING 7 COURSES AND DISTANCES; THENCE NORTH 89°53'05" WEST, A DISTANCE OF 194.96 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 70°02'04"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 61.12 FEET; THENCE NORTH 19°51'01" WEST, A DISTANCE OF 224.93 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 83°40'24"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 292.08 FEET; THENCE SOUTH 76°28'35" WEST, A DISTANCE OF 669.95 FEET; THENCE SOUTH 07°29'09" EAST, A DISTANCE OF 209.34 FEET; THENCE SOUTH 47°13'42" WEST, A DISTANCE OF 508.14 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TRADITION PARKWAY (A 130.00 FOOT WIDE RIGHT-OF-WAY) AND TO AN INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1,465.00 FEET, THE CHORD OF WHICH BEARS NORTH 24°41'40" WEST, 443.56 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 445.27 FEET THROUGH A CENTRAL ANGLE OF 17°24'52" TO THE SOUTHWEST CORNER OF TRACT A, ACCORDING TO THE PLAT OF TRADITION PLAT NO. 68, AS RECORDED IN PLAT BOOK 66, PAGE 37, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY, EASTERLY, AND NORTHERLY LINE OF SAID TRACT A THE FOLLOWING 7 COURSES AND DISTANCES; THENCE NORTH 74°00'46" EAST, A DISTANCE OF 60.76 FEET; THENCE NORTH 21°07'28" EAST, A DISTANCE OF 100.75 FEET; THENCE NORTH 30°08'54" EAST, A DISTANCE OF 78.00 FEET; THENCE NORTH 14°10'47" WEST, A DISTANCE OF 112.39 FEET; THENCE NORTH 71°42'41" WEST, A DISTANCE OF 90.85 FEET; THENCE NORTH 51°27'29" WEST, A DISTANCE OF 76.73 FEET; THENCE SOUTH 88°24'58" WEST, A DISTANCE OF 16.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TRADITION PARKWAY (A 130.00 FOOT WIDE RIGHT-OF-WAY); THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID TRADITION PARKWAY THE FOLLOWING 6 COURSES AND DISTANCES; AND TO AN INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,465.00 FEET, THE CHORD OF WHICH BEARS NORTH 00°47'31" WEST, 40.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.50 FEET THROUGH A CENTRAL ANGLE OF 01°35'02"; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 182.47 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1,595.00 FEET, A CENTRAL ANGLE OF 09°38'59"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 268.63 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 47°50'06"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 41.74 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 21°42'43"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 49.26 FEET TO A

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STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Florida LLC
Tradition Land Company LLC
Western Grove, St. Lucie County, Fl

DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. *18-039*

LEGAL DESCRIPTION

WESTERN GROVE

POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 56°42'14"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 49.48 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF FERNLAKE DRIVE (A 80.00 FOOT WIDE RIGHT-OF-WAY); THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FERNLAKE DRIVE THE FOLLOWING 3 COURSES AND DISTANCES, AND TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 930.00 FEET AND A CENTRAL ANGLE OF 54°51'10"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 890.35 FEET; THENCE NORTH 18°19'28" EAST, A DISTANCE OF 61.04 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 870.01 FEET, A CENTRAL ANGLE OF 13°23'54"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 203.45 FEET TO THE SOUTHWESTERLY CORNER OF TRADITION PLAT NO. 62, AS RECORDED IN PLAT BOOK 60, PAGE 22, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SAID TRADITION PLAT NO. 62 THE FOLLOWING 3 COURSES AND DISTANCES; THENCE SOUTH 51°55'07" EAST, A DISTANCE OF 701.92 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 440.00 FEET, THE CHORD OF WHICH BEARS NORTH 75°57'08" EAST, 209.81 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 211.85 FEET THROUGH A CENTRAL ANGLE OF 27°35'12"; THENCE NORTH 89°44'44" EAST, A DISTANCE OF 277.08 FEET TO THE NORTHWEST CORNER OF TRADITION PLAT NO. 16, AS RECORDED IN PLAT BOOK 44, PAGE 12, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°06'55" WEST, ALONG THE WEST LINE OF SAID TRADITION PLAT NO. 16, A DISTANCE OF 1,493.94 FEET TO THE POINT OF BEGINNING. CONTAINING 54.548 ACRES, MORE OR LESS.

CONTAINING 1,773.484 ACRES (TOTAL NET), MORE OR LESS.

TOGETHER WITH:

All of Parcel ID: 4305-110-0000-000-6
A portion of Parcel ID: 4304-124-0001-000-3
A portion of Parcel ID: 4304-111-0000-000-6

A PARCEL OF LAND LYING IN SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST LUCIE COUNTY, FLORIDA AND BEING A PORTION OF THE LANDS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1745 AT PAGE 1819, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF LOT 375 AS SHOWN ON TRADITION PLAT NO. 28 AS RECORDED IN PLAT BOOK 45 AT PAGES 24 THROUGH 38, PUBLIC RECORDS OF ST, LUCIE COUNTY, FLORIDA AND RUNNING THENCE N74°03'19"E ALONG THE NORTHERLY BOUNDS OF SAID LOT 375 AND CONTINUING ALONG THE NORTHERLY BOUNDS OF WATER MANAGEMENT TRACT 1 AS SHOWN ON SAID TRADITION PLAT NO. 28, A DISTANCE OF 182.96 FEET TO A POINT LOCATED S74°03'19"W A DISTANCE OF 50.00 FEET FROM THE CENTERLINE OF A 20 WIDE WATER MANAGEMENT EASEMENT SHOWN ON THE ABOVE MENTIONED TRADITION PLAT 28; THENCE N15°45'29"W ALONG A LINE PARALLEL TO AND 50 FEET DISTANT WESTERLY FROM SAID CENTERLINE, A DISTANCE OF 29.52 FEET TO A POINT ON THE NORTHERLY BOUNDS OF THE PLAT LAST ABOVE MENTIONED AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE S74°14'30"W ALONG THE NORTHERLY BOUNDS OF SAID TRADITION PLAT 18 A DISTANCE OF 816.16 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S74°14'30"W A DISTANCE OF 18.57 FEET TO A POINT ON THE SOUTHERLY BOUNDS OF LANDS DESCRIBED BY DEED FIRST ABOVE MENTIONED; THENCE S13°37'52"W ALONG SAID BOUNDS A DISTANCE OF 14.03 FEET; THENCE S74°03'19"W, STILL ALONG SAID SOUTHERLY BOUNDS, A DISTANCE OF 5341.55 FEET TO A POINT ON THE NORTHERLY BOUNDS OF THE SO-CALLED WESTERN GROVE PARCEL; THENCE ALONG THE NORTHERLY BOUNDS THEREOF THE FOLLOWING TWO COURSES AND DISTANCES; 1) N49°13'04"W A DISTANCE OF 69.74 FEET; 2) N55°36'44"E A DISTANCE OF 125.02 FEET TO A POINT ON THE NORTHERLY BOUNDS OF THE O.L. PEACOCK CANAL AS DESCRIBED BY DEED FIRST ABOVE MENTIONED; THENCE ALONG SAID NORTHERLY BOUNDS THE FOLLOWING 4 COURSES AND DISTANCES; 1) N74°05'51"E A DISTANCE OF 4714.77 FEET; 2) N74°35'02"E A DISTANCE OF 620.60 FEET; 3) N34°54'59"E A DISTANCE OF 16.17 FEET; 4) N74°00'26"E A DISTANCE OF 755.08 FEET; THENCE S15°45'29"E, PARALLEL TO AND 50' DISTANT WESTERLY FROM THE CENTERLINE OF THE 20 FEET WIDE WATER MANAGEMENT EASEMENT REFERRED TO ABOVE, A DISTANCE OF 89.94 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT EXHIBIT "A" AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 3071 AT PAGE 2612, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA. CONTAINING 13.24 ACRES OF LAND, MORE OR LESS.

TOTAL AREA OF ALL WESTERN GROVE PARCELS CONTAIN 1786.724 ACRES OF LAND, MORE OR LESS.

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Tradition Florida LLC Tradition Land Company LLC	
Western Grove, St. Lucie County, Fl	
DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. *18-039*

EXHIBIT "A-2"
SOUTHERN GROVE PROPERTY

LEGAL DESCRIPTION

SOUTHERN GROVE

TOGETHER WITH: Parcel ID: 4322-231-0002-000-5

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 39 EAST, AND BEING A PORTION OF THE PLAT OF SOUTHERN GROVE PLAT NUMBER 3 AS RECORDED IN PLAT BOOK NUMBER 61 AT PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FROM THE SOUTHWEST CORNER OF PARCEL 24 OF THE ABOVE MENTIONED SOUTHERN GROVE PLAT NO. 3, THENCE N 90°00'00" E 75.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 90°00'00" E 648.81 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 4,950 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1210.08 FEET, THENCE N 75°59'37" E 561.12 FEET TO THE WESTERLY RIGHT-OF-WAY OF VILLAGE PARKWAY AND A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 4,925 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 100.00 FEET, THENCE S 75°59'37" W 561.12 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 5,050 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1234.52 FEET, THENCE S 90°00'00" W 648.97 FEET, THENCE N 00°05'34" E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING- LESS THAT PART FOR RELOCATED E/W NO. 2 ROAD RIGHT-OF-WAY AS IN OFFICIAL RECORDS BOOK 3935 AT PAGE 2995, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY.

CONTAINING 4.21 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-700-0025-000-9 (PARCEL 24)
Parcel ID: 4315-700-0030-000-7 (PARCEL 28)
Parcel ID: 4315-700-0032-000-1 (PARCEL 29)

BEING ALL OF PARCELS 24, 28 AND 29 ACCORDING TO SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PART FOR COMMUNITY BOULEVARD AND UTILITY SITE 1 AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 3935 AT PAGE 2995.

PARCEL 24 CONTAINS 130.570 ACRES OF LAND, MORE OR LESS.
PARCEL 28 CONTAINS 436.727 ACRES OF LAND, MORE OR LESS.
PARCEL 29 CONTAINS 386.544 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-700-0001-000-5

BEING ALL OF UTILITY SITE 1 AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NUMBER 3, RECORDED IN PLAT BOOK 61 AT PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. (0.50 AC) (OR 3935-2984)

CONTAINING 0.50 ACRE OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-700-0007-000-7 (CONSERVATION TRACT 3)
Parcel ID: 4315-700-0016-000-3 (CONSERVATION TRACT 12)

BEING ALL OF CONSERVATION TRACTS 3 AND 12 AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NUMBER 3, RECORDED IN PLAT BOOK 61 AT PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONSERVATION TRACT 3 CONTAINS 1.071 ACRE OF LAND, MORE OR LESS.
CONSERVATION TRACT 12 CONTAINS 41.300 ACRES OF LAND, MORE OR LESS.

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Tradition Florida LLC Tradition Land Company LLC	
Mattamy Parcels	
DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. *18-039*

LEGAL DESCRIPTION

SOUTHERN GROVE

TOGETHER WITH: Parcel ID: 4315-500-0008-000-0

BEING ALL OF PARCEL 1, ACCORDING TO SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56, PAGE 18, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL;

FROM THE NORTHEAST CORNER OF SAID PARCEL 1 RUNNING THENCE TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1657.00 FEET, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1031.85 FEET, THENCE S 60° 57' 01" E 68.14 FEET TO THE POINT OF BEGINNING; THENCE S 60° 57' 01" E 140.00 FEET, THENCE S 74° 02' 59" W 42.43 FEET, THENCE N 60° 57' 01" W 80.00 FEET, THENCE N 15° 57' 01" W 42.43 FEET TO THE POINT OF BEGINNING. CONTAINING 0.076 ACRE OF LAND, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL;

EXHIBIT B AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 3071 AT PAGE 2591, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 0.004 ACRE OF LAND, MORE OR LESS

OVERALL PARCEL CONTAINS 60.681 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-500-0006-000-6 (CONSERVATION TRACT 10)
Parcel ID: 4315-500-0007-000-3 (CONSERVATION TRACT 21)

BEING ALL OF CONSERVATION TRACTS 10 AND 21, ACCORDING TO SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56, PAGE 18, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONSERVATION TRACT 10 CONTAINS 0.943 ACRES OF LAND. MORE OR LESS.
CONSERVATION TRACT 21 CONTAINS 5.064 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4322-600-0020-000-9 (PARCEL 25A)
Parcel ID: 4322-600-0023-000-0 (PARCEL 25D)
Parcel ID: 4322-600-0027-000-8 (PARCEL 27D)

BEING ALL OF PARCELS 25A, 25D AND 27D ACCORDING TO SOUTHERN GROVE PLAT NO. 13, AS RECORDED IN PLAT BOOK 74, PAGE 10, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 25A CONTAINS 28.766 ACRES OF LAND, MORE OR LESS.
PARCEL 25D CONTAINS 15.573 ACRES OF LAND, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL FROM THE ABOVE MENTIONED PARCEL 27D;

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 27D AND RUNNING THENCE ALONG THE BOUNDS THEREOF THE FOLLOWING 6 COURSES AND DISTANCES; 1) N4°13'26"E A DISTANCE OF 635.29 FEET; 2) S89°14'41"E A DISTANCE OF 596.05 FEET; 3) N3°14'21"E A DISTANCE OF 87.14 FEET; 4) S81°49'52"E A DISTANCE OF 217.07 FEET; 5) S75°35'46"E A DISTANCE OF 2.83 FEET; 6) S57°00'52"E A DISTANCE OF 172.59 FEET TO A POINT ON THE WESTERLY LINE OF A 60 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 97 AT PAGE 505, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S00°02'34"W ALONG SAID WESTERLY BOUNDS A DISTANCE OF 596.94 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF E/W 4 R/W (PARR DRIVE) AS SHOWN ON THE ABOVE MENTIONED PLAT OF SOUTHERN GROVE PLAT NO. 13; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING 2 COURSES AND DISTANCES; 1) N89°59'43"W A DISTANCE OF 772.26 FEET TO A POINT OF CURVATURE; 2) WESTERLY ALONG A CURVE TO THE RIGHT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 2925.00 FEET, CENTRAL ANGLE 4°39'19" AN ARC LENGTH OF 237.65 FEET TO THE POINT OF BEGINNING. CONTAINING 14.825 ACRES OF LAND, MORE OR LESS.

THE PORTION OF PARCEL 27D DESCRIBED HEREIN CONTAINS 30.864 ACRES OF LAND, MORE OR LESS.

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Tradition Florida LLC Tradition Land Company LLC	
Mattamy Parcels	
DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. *18-039*

LEGAL DESCRIPTION

SOUTHERN GROVE

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL;

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY OF VILLAGE PARKWAY AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 2899 AT PAGE 2933 (EXHIBIT "A"), PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA, WHICH POINT IS THE MOST NORTHERLY CORNER OF PARCEL 3 AS DESCRIBED IN THE ABOVE MENTIONED DEED AND RUNNING THENCE N25°57'22"W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 1204.05 FEET TO THE SOUTHWEST CORNER OF A UTILITY SITE AS RECORDED IN OFFICIAL RECORDS BOOK 3935 AT PAGE 2995, SAID PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N64°02'38"E, DEPARTING SAID RIGHT-OF-WAY AND RUNNING ALONG THE SOUTHERLY LINE OF THE PARCEL LAST ABOVE MENTIONED AND CONTINUE ON THE SAME COURSE, A TOTAL DISTANCE OF 654.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE CONTAINING THE FOLLOWING ELEMENTS; RADIUS 171.25 FEET, CENTRAL ANGLE 104°16'41", ARC LENGTH 311.67 FEET, CHORD BEARING S54°21'56"E, A CHORD DISTANCE OF 270.40 FEET TO THE BEGINNING OF A NON-TANGENT LINE; THENCE S26°39'19"E ALONG SAID LINE A DISTANCE OF 732.16 FEET; THENCE S30°11'31"E A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTHERLY BOUNDS OF E/W 3 RIGHT-OF-WAY AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2680 (EXHIBIT "E"), PUBLIC RECORDS OF ST. LUCIE COUNTY. FLORIDA; THENCE S59°48'29"W ALONG THE NORTHERLY BOUNDS THEREOF A DISTANCE OF 784.24 FEET TO THE MOST EASTERLY CORNER OF PARCEL 3 REFERRED TO ABOVE; THENCE N72°56'17"W ALONG THE NORTHERLY BOUNDS OF SAID PARCEL 3 A DISTANCE OF 34.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.66 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-609-0001-000-5

BEING ALL OF WATER MANAGEMENT TRACT 1, ACCORDING TO SOUTHERN GROVE PLAT NO. 18, AS RECORDED IN PLAT BOOK 73, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 10.872 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-609-0001-000-5

BEING ALL OF OPEN SPACE TRACT 1, ACCORDING TO SOUTHERN GROVE PLAT NO. 18, AS RECORDED IN PLAT BOOK 73, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 1.06 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-610-0001-000-9

BEING ALL OF TRACT 1, ACCORDING TO SOUTHERN GROVE PLAT NO. 21, AS RECORDED IN PLAT BOOK 75, PAGES 1-3, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 37.30 ACRES OF LAND, MORE OR LESS.

THE TOTAL AREA OF ALL SOUTHERN GROVE PARCELS DESCRIBED HEREIN IS 1213.705 ACRES OF LAND, MORE OR LESS.

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EXHIBIT A-3
TRADITION PROPERTY

LEGAL DESCRIPTION

TRADITION

TOGETHER WITH: Parcel ID: 4309-803-0008-000-1

BEING ALL OF PARCEL A, ACCORDING TO TRADITION PLAT 17, AS RECORDED IN PLAT BOOK 43, PAGES 22, 22A-22F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 8.573 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 3333-800-0004-000-6

BEING ALL OF TRACT 1, ACCORDING TO TRADITION PLAT 32, AS RECORDED IN PLAT BOOK 62, PAGES 5-9, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 9.20 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4308-501-0001-000-2

TRADITION PLAT NO. 62 (PLAT BOOK 60-22) THAT PART OF SAID SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRADITION PLAT NUMBER 62 REFERRED TO ABOVE, THENCE S 11° 13' 04" E 30.00 FEET TO A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1300.00 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 10.00 FEET, THENCE S 12° 58' 52" E 129.50 FEET TO CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 32.00 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 35.58 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 108.00 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 12.56 FEET TO A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 182.00 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 129.09 FEET TO CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1450.00 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 417.90 FEET, THENCE N 78° 46' 37" W 146.08 FEET TO CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1205.00 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 413.44 FEET, THENCE S 81° 33' 53" W 654.60 FEET TO CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2950.00 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 70.91 FEET TO CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.78 FEET TO CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 110.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 47.79 FEET TO CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 48.95 FEET TO CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 760.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 139.01 FEET, THENCE S 53° 22' 26" E 15.42 FT TO CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 130.00 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.26 FEET, THENCE N 81° 33' 53" E 708.20 FEET TO A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1430.00 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 490.64 FEET, THENCE S 78° 46' 37" E 112.72 FEET TO CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1270.00 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 497.42 FEET TO THE POINT OF BEGINNING. CONTAINING 9.98 ACRES OF LAND. (OFFICIAL RECORDS BOOK 3274-915)

THE TOTAL AREA OF ALL TRADITION PARCELS DESCRIBED HEREIN IS 27.753 ACRES OF LAND, MORE OR LESS.

Sheet 1 of 1

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Florida LLC
Tradition Land Company LLC

Mattamy Parcels

DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. *18-039*

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes and assessments, including, but not limited to, any assessments of property owner associations and assessments and liens imposed by any governmental authority, the community development districts and special association districts which may impose and levy taxes and assessments on the Property for the year 2018 and all subsequent years which are not yet due and payable.

2. Zoning restrictions and prohibitions imposed by governmental authority, including, but not limited to, plats, site plans and/or any other governmental approvals or regulations pertaining to the Property.

3. Easements, restrictions and all other matters of record.

4. Facts which an accurate survey would show.

5. Rights of any parties in possession.

6. Any matter created by Grantee or through the Grantee.

EXHIBIT "C"

DEED RESTRICTIONS

The following restrictions, covenants and provisions shall be deemed a part of the conveyance described in the Special Warranty Deed to which these Deed Restrictions are attached and shall be deemed covenants running with the land applicable to the Property described in such Special Warranty Deed ("**Property**"). These restrictions are for the benefit of the City of Port St. Lucie, Florida ("**City**") and any waiver or amendment to the restrictions in this Exhibit "C" shall require the written consent of the City.

Grantor and Grantee acknowledge that there shall be no improvements constructed upon the Property conveyed by Grantor, other than the "Proposed Uses", as hereinafter defined, without the written consent of the City.

"**Proposed Uses**" shall mean (unless otherwise approved in writing by the City) the Property may only be used for (i) not more than 4,000 units of residential density and not more than 220,000 square feet of available retail/office square footage within the Western Grove DRI Amended and Restated Development Order contemplated under City of Port St. Lucie Resolution 16-R24 recorded in Official Records Book 3864, Page 1792 of the Public Records of St. Lucie County, Florida ("**Western Grove DRI**") with respect to the portion of the Property described on Exhibit "A-1" ("**Western Grove Property**"), (ii) not more than 2,010 units of single-family dwelling units, not more than 808 units of multi-family dwelling units and not more than 576 apartment units, not more than 895,940 retail/office square feet on parcels SG-4, SG-5 and SG-7, not more than 240 hotel rooms on parcel SG-5, and not more than 123,449 square feet of retail/commercial square footage on CDD-1 Commercial Property, all within the portions of the Property more particularly described on Exhibit "A-2" ("**Southern Grove Property**") which are located within the Southern Grove DRI Amended and Restated Development Order contemplated under City of Port St. Lucie Resolution 15-R95 recorded in Official Records Book 3826, Page 2235 of the Public Records of St. Lucie County, Florida ("**Southern Grove DRI**"), and (iii) not more than 20 single-family dwelling units, not more than 130 multi-family dwelling units of residential density and not more than 90,000 square feet of retail square footage on the portion of the Property set forth on Exhibit "A-3" attached hereto and made a part hereof ("**Tradition Property**") which is subject to the Tradition DRI Amended and Restated Development Order as contemplated in City of Port St. Lucie Resolution 16-R25 recorded in Official Records Book 1840, Page 1881 of the Public Records of St. Lucie County, Florida ("**Tradition DRI**"); provided, however, without the written consent of the City, the owner of the various portions of the Property shall have the right to shift the uses set forth above as permitted under the conversion matrix set forth in (a) the Southern Grove DRI as to the Southern Grove Property, (b) as permitted under the Tradition DRI as to the Tradition Property, and (c) in the Western Grove Property as permitted under the Western Grove DRI.

In advance of any portion of the Property being developed, as evidenced by the submission of a site plan application or land development permit application with respect thereto, Grantee agrees that the portion of the Property being developed shall then be submitted to and encumbered by one of the following Charters, as applicable, to wit: (i) Commercial Charter For Tradition recorded in Official Records Book 2098, Page 1697 of the Public Records of St. Lucie

County, Florida, as amended from time to time, as to any non-residential uses intended to be developed on the portions of the Property, and (ii) the Community Charter For Tradition recorded in Official Records Book 1700, Page 868 of the Public Records of St. Lucie County, Florida, as amended from time to time, as to any residential uses intended to be developed on the portions of the Property ("**Charters**").

Except with the City of Port St. Lucie, Florida's written consent, the restrictions and covenants set forth in this **Exhibit C** shall be covenants running with the land for a period ending on a date which is twenty-one (21) years after the death of the last surviving lineal descendant of Queen Elizabeth, the queen of England.

Farrell Storage
Landscape Modification
P22-358

Planning and Zoning Board Meeting

January 3, 2023

Bridget Kean, AICP, Senior Planner

CityofPSL.com

APPLICANT AND OWNER

Michael Sanchez, Farrell Companies, is acting as the agent for Mattamy Palm Beach, LLC, property owner, and Farrell Companies (contract purchaser)

PROJECT SUMMARY

- Farrell Storage has applied for site plan approval for 172,120 square feet of self-storage use and 20,000 square feet of commercial/retail use to be located on approximately 11.19 acres of land on the west side of SW Village Parkway and north of Paar Drive.
- The subject property is located within the Southern Grove DRI and abuts open space tracts to the west that are within a residential land use sub-district per the Southern Grove DRI.
- Per Section 154.03(C)5 of the Landscape and Land Clearing Code, a six (6) foot architectural buffer wall is required in the west perimeter landscape buffer.

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MODIFICATION REQUEST

- A request to waive the requirement for an architectural buffer wall for the northern 290 feet of the west perimeter landscape buffer due to conflicts with an existing 50-foot FPL easement along the western boundary of the property.
- The applicant will provide an eight (8) foot buffer wall in the remainder of the west perimeter buffer outside of the FPL easement.
- The applicant is proposing enhanced landscaping in lieu of a wall for the northern 290 feet of the west perimeter landscape buffer where the project encroaches into the easement and/or provides FPL access to the easement.

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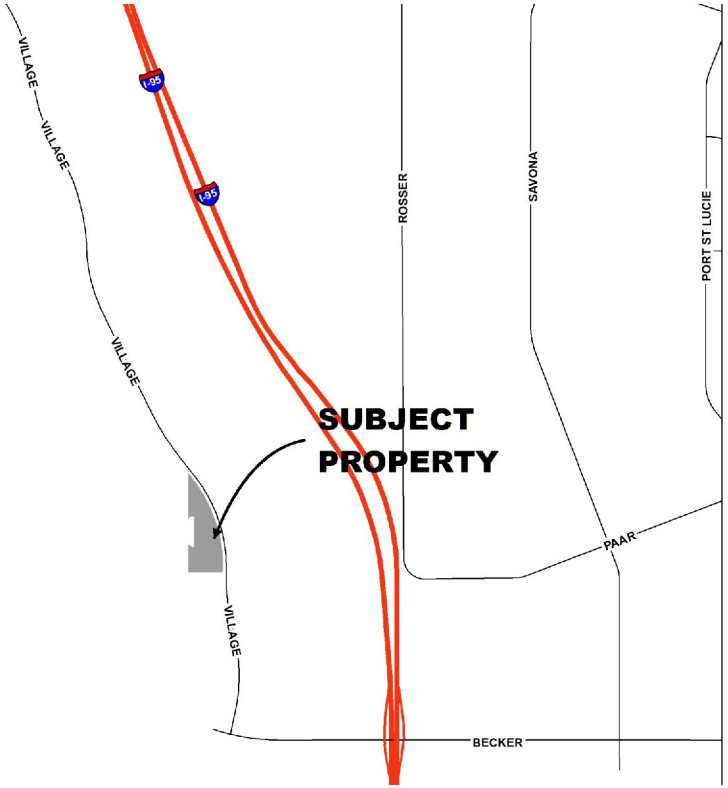
LOCATION MAP



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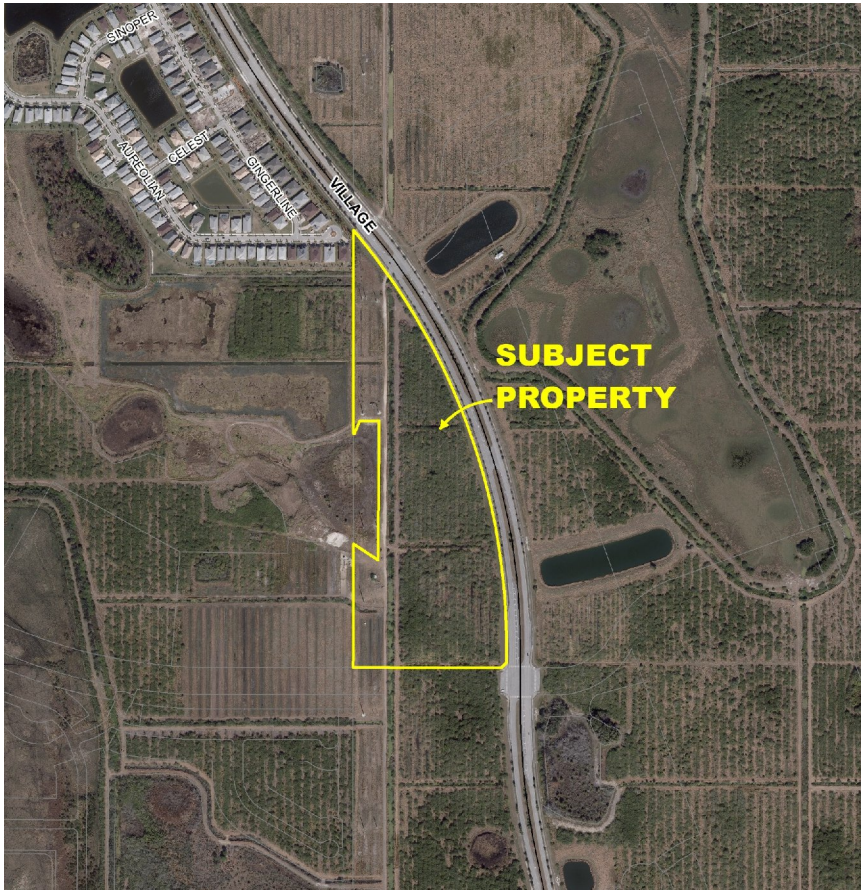
AERIAL MAP



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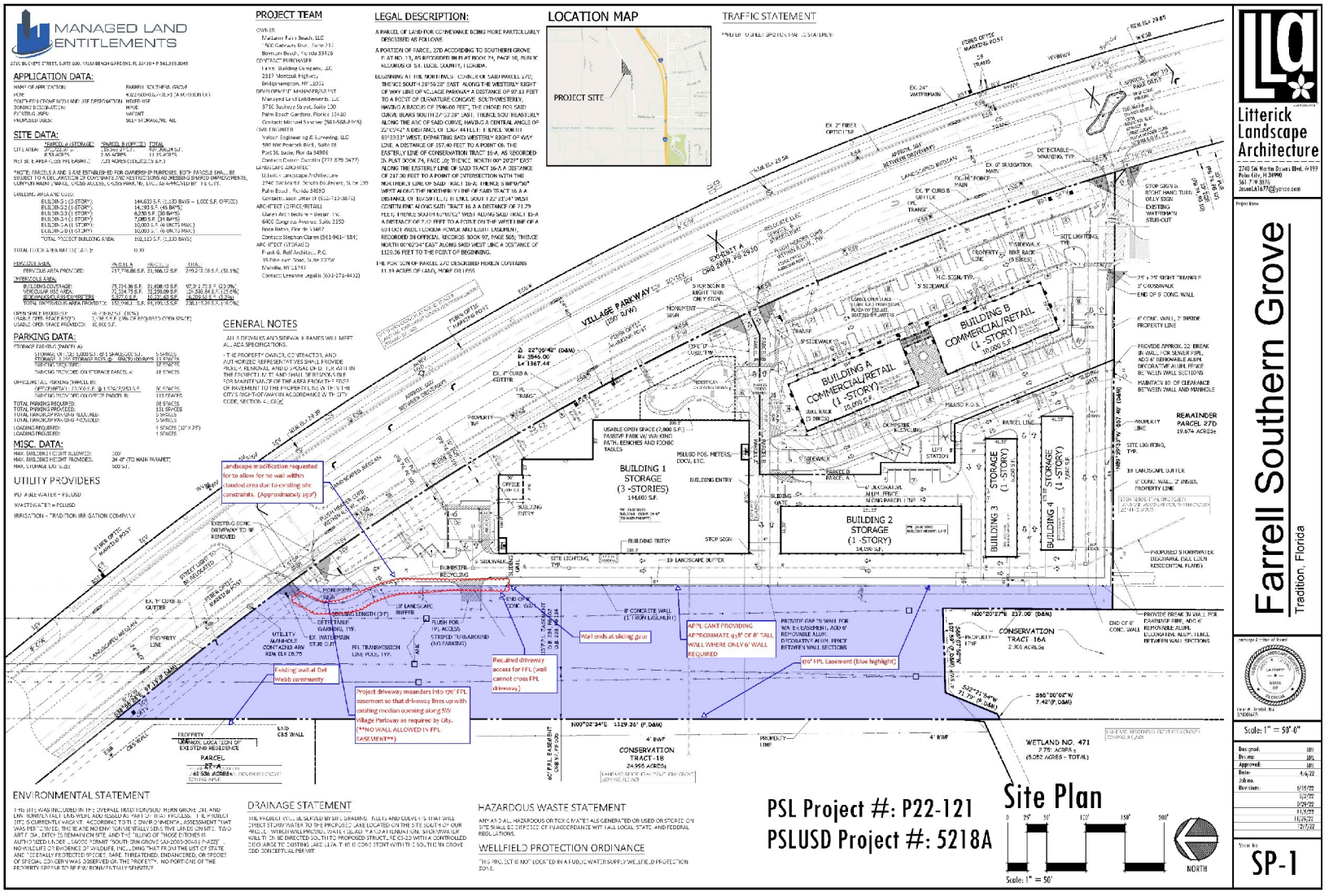

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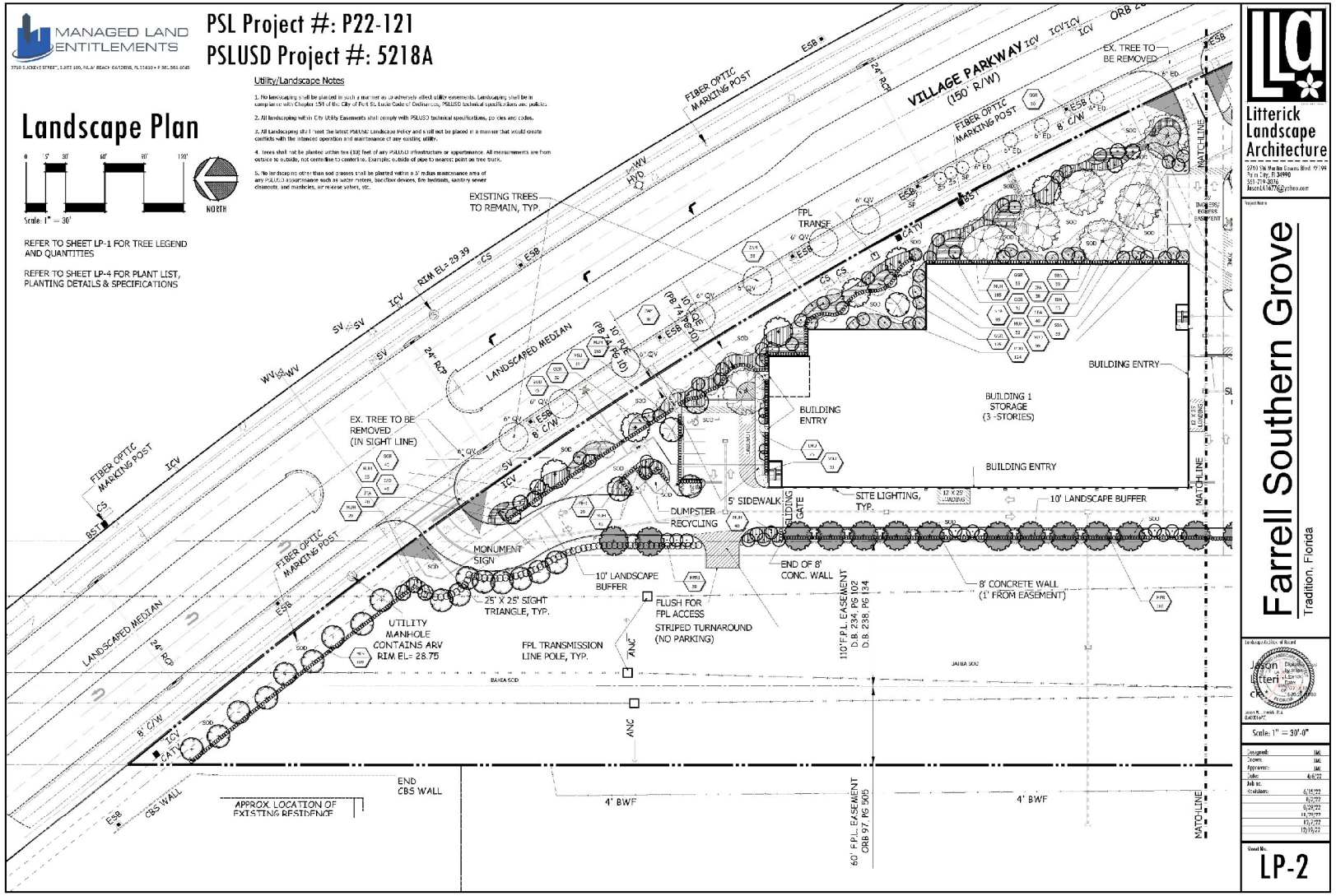

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QUESTIONS OR COMMENTS?

PLANNING AND ZONING BOARD ACTION OPTIONS:

- Make a motion to approve
- Make a motion to approve with conditions
- Make a motion to deny
- Make a motion to table

CityofPSL.com

"A City for All Ages"

Agenda Summary

2023-044

Agenda Date: 1/3/2023 **Agenda Item No.:** 9.a

Placement: New Business

Action Requested: Motion / Vote

Review of Tom Hooper Park and Promenade/Veterans Rivergate enhancements Proposed Land and Water Conservation Fund (LWCF) Grant Application

Submitted By: Kate Parmelee, Director of Strategic Initiatives & Innovation, City Manager's Office

Executive Summary: The City of Port St. Lucie's Parks & Recreation Department plans to pursue a Land and Water Conservation Fund Program grant for enhancements to Tom Hooper Park and Promenade/Veterans Park at Rivergate as part of The Port District. Grant requirements include discussion of the project by the City's Planning & Zoning Board, as the City does not have a designated advisory board responsible for park, recreation or leisure service activities.

Presentation Information: Kate Parmelee, Director of Strategic Initiatives & Innovation, will provide a brief presentation.

Staff Recommendation: Move that the Board hear a presentation on the grant, discuss and support the grant application.

Alternate Recommendations:

1. Move that the Board amend the recommendation and hear a presentation on the grant and discuss the grant application.
2. Move that the Board provide direction.

Background: The City of Port St. Lucie is planning to apply to the Florida Department of Environmental Protection for an approximately $1,000,000 Land and Water Conservation Fund Program grant to support enhancements to Tom Hooper Park and Promenade/Veterans Park at Rivergate as part of The Port District. A requirement of the grant is for the project is to be discussed at a regularly scheduled meeting of the applicant's advisory board responsible for park, recreation or leisure service activities. The board must be an appointed group of citizens, such as a parks and recreation advisory board, who would normally review projects similar to the proposed grant application. Planning and zoning or similar boards may be used if a parks and recreation advisory board does not exist.

The City of Port St. Lucie does not have an advisory board responsible for parks, recreation of leisure service so the Planning & Zoning Board will serve in this role.

Issues/Analysis: N/A

Special Consideration: N/A

Location of Project: Tom Hopper Family Park is located at 2300 SE Rivergate Parkway. Veterans Park at Rivergate is located at 2200 S.E. Veterans Memorial Parkway. The Port Promenade site is located on SE Veterans Memorial Parkway.

Attachments: N/A

Port District Improvements: Tom Hooper Park and Promenade/Veterans Rivergate enhancements Grant Application

Presentation to Planning & Zoning Board
Tuesday, January 3, 2023

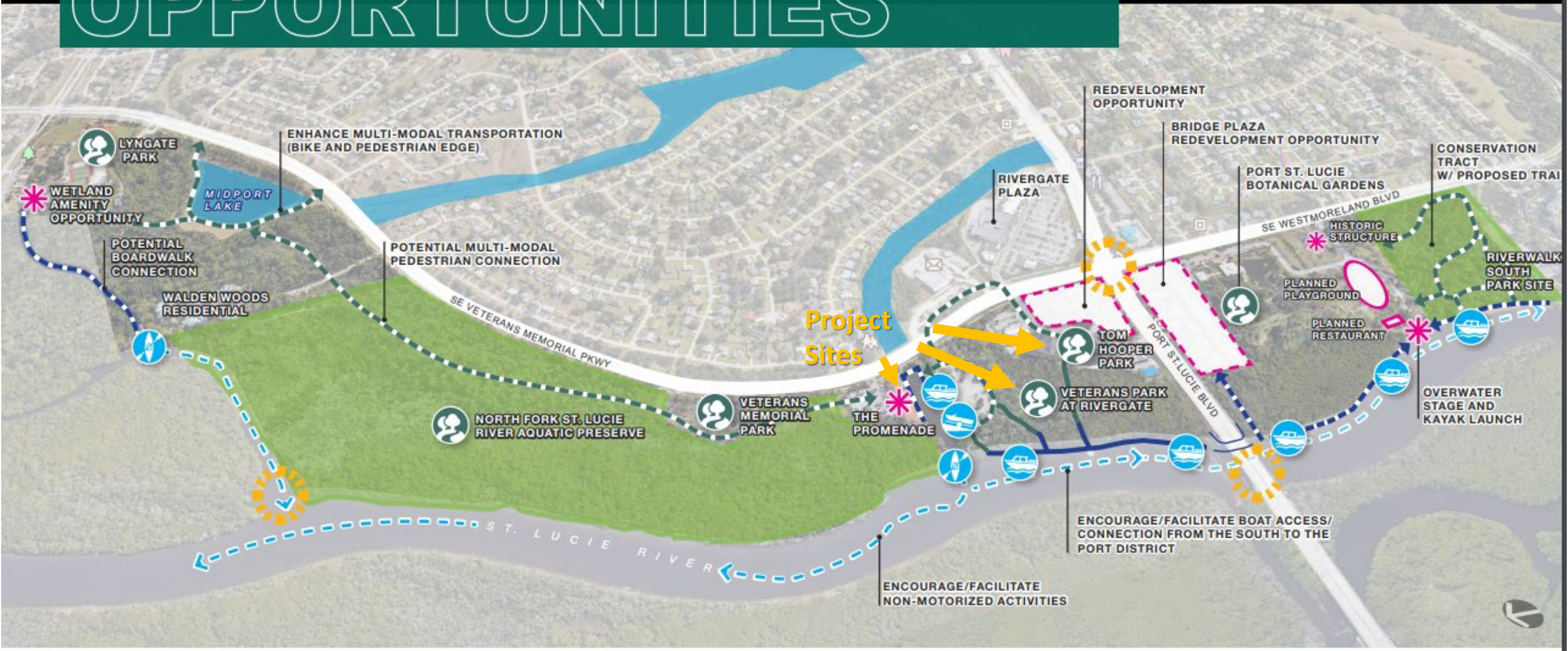
- **Administered by FDEP, the LWCF grant program provides financial assistance for the development of public outdoor recreation amenities for use and benefit of general public.**

- **Grant application: Approximately $1 million**

Renovation of facilities, boat ramp improvements, boardwalk improvements

THE PORT DISTRICT

OPPORTUNITIES



MOTORIZED BOAT RAMP (ACCESS TO RIVER)

MOTORIZED ACCESS DAY USE DOCK (FROM RIVER) TOUR BOATS (TO RIVER)

NON-MOTORIZED ACCESS (KAYAK, CANOE, PADDLEBOARD)

GATEWAY OPPORTUNITY

DEVELOPMENT OPPORTUNITY

PLANNED DEVELOPMENT

POINT OF INTEREST

EXISTING PATH

POTENTIAL PATH

WATER ACCESSIBLITY

EXISTING BOARDWALK

PLANNED/POTENTIAL BOARDWALK

CONNECT TO NATURE

Background and Request to Planning & Zoning Board

- LWCF Grant Application due January 31, 2023.
- LWCF awards application points for public participation through discussion of the project at a regularly scheduled meeting of the applicant's advisory board responsible for park, recreation and leisure service activities. The board must be an appointed group of citizens, such as a parks and recreation advisory board, who would normally review projects similar to the proposed grant application.
- Planning and Zoning or similar boards may be used if a parks and recreation advisory board does not exist.
- The Planning & Zoning Board is requested to discuss the project and consider a motion of support of the application, although not required.