City of Port St. Lucie

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

Meeting Agenda

Tuesday, June 2, 2026

6:00 PM

Council Chambers, City Hall

Planning and Zoning Board

Jim Norton, Chair
Greg Pettibon, Vice Chair
Eric Reikenis, Chair Pro-Tem
Peter Previte, At-Large
Peter Louis Spatara, At-Large
Rose Mocerino, At-Large
Joe Rosen, At-Large
Douglas Harvey, Alternate
Peter Webb, Alternate

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 - May 5, 2026 **2026-490**

6. Consent Agenda

7. Public Hearings - Non Quasi-Judicial

7.a P25-113 Founders Crossing - Large Scale Comprehensive Plan Amendment **2026-499**

The property is generally located south of Midway Road and on the east and west sides of McCarty Road.
The legal description is Tracts A, C, and G, Founders Crossing PUD Master Plat (Plat Book 61, Page 2) and Tract A, Founders Crossing PUD Master Plat 1St Replat (Plat Book 62, Page 38).
This is a request to amend the future land use on approximately 60 acres of land.

8. Public Hearing - Quasi-Judicial

8.a P16-042-A3 Tradition Master Sign Program - 8th Amendment **2026-497**

Location: The property is located west of I-95, east of Range Line Road, and south of Crosstown Parkway.
This request is to amend the Tradition Master Sign Program to allow for additional signage for larger commercial and industrial/warehouse uses.

8.b P25-220 SLW-Diamond Elite Academy, LLC - Special Exception Use **2026-515**

The property is located East of NW Peacock Blvd. and south of NW University Blvd.
Legal Description: University Park St. Lucie West Plat No. 143 Second Replat in Parcel 21D, Lot 1
This is a request to allow an enclosed assembly area over 3,000 square feet without an alcoholic beverage license for on-premises consumption of alcoholic beverages.

8.c P26-059 Riverview Plaza - Buffer Wall-Landscape Modification **2026-494**

Location: southwest corner of SW Sultan Drive and SW Port St. Lucie Blvd. and north of the C-24 Canal.
Legal Description: Lots 28 through 33, Block 1291, Port St. Lucie Section 12, according to the map or plat as recorded in the Plat Book 12, Page(S) 55, 55A through 55G, public records of St. Lucie County.
This is a request to provide enhanced landscaping in lieu of a wall per Section 154.12 of the Landscape and Land Clearing Code.

8.d P26-003 Riverview Plaza Limited Mixed Use (LMD) Rezoning/Conceptual Plan Amendment **2026-496**

Location: The property is generally located on the southwest corner of SW Sultan Drive and SW Port St. Lucie Blvd and north of the C-24 Canal.
Legal Description: Lots 28 through 33, Block 1291, Port St. Lucie Section 12, according to the map or plat as recorded in the Plat Book 12, Page(S) 55, 55A through 55G, public records of St. Lucie County.
This is a request to amend the previously approved Conceptual Plan to provide for a re-envisioned development plan.

8.e P26-004 Riverview Plan-Special Exception Use (SEU) Application **2026-498**

Location: Southwest corner of SW Sultan Drive and SW Port St. Lucie Blvd and north of the C-24 Canal.
Legal Description: Lots 28 through 33, Block 1291, Port St. Lucie Section Twelve, according to the map or plat as recorded in the Plat Book 12, Page(s) 55, 55A through 55G, public records of St. Lucie County.
This is a request to approve a Special Exception Use (SEU) application to allow retail or personal services uses exceeding 50% of the building's gross square footage and to allow any one use to exceed 5,000 SF in the Limited Mixed Use (LMD) Zoning District as per Section 158.155 (D)(4 & 5) of the Zoning Code.

8.f P26-023 Darwin Square Pollo Tropical - Parking Variance **2026-471**

Location: The property is located at 3201 SW Port St. Lucie Boulevard
Legal Description: Lot A of the plat of Darwin Square, according to the plat thereof recorded and filed in Plat Book 34, Pages 30 and 30A, in the public records of St. Lucie County, Florida
This is a request to grant a variance to reduce the required number of parking spaces by 18 spaces to allow the construction of a standalone drive-through restaurant.

9. New Business

9.a Rescheduling of the November 2026 Meeting from November 3rd to November 2nd. **2026-461**

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.

Agenda Summary

2026-490

Agenda Date: 6/2/2026 **Agenda Item No.:** 5.a

Placement: Minutes

Action Requested: Motion / Vote

Approval of Minutes - May 5, 2026

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

Executive Summary: May 5, 2026 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: May 5, 2026 minutes.

City of Port St. Lucie

Planning and Zoning Board

Meeting Minutes

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

Jim Norton, Chair
Greg Pettibon, Vice Chair
Eric Reikenis, Chair Pro-Tem
Peter Previte, At-Large
Peter Louis Spatara, At-Large
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Joe Rosen, At-Large
Douglas Harvey, Alternate
Peter Webb, Alternate

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Tuesday, May 5, 2026 **6:00 PM** **Council Chambers, City Hall**

1. Meeting Called to Order

   A Regular Meeting of the Planning and Zoning Board of the City of Port St. Lucie was called to order by Chair Norton at 6:01 PM on May 5, 2026, at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Florida.

2. Roll Call

   Present:
   Jim Norton, Chair
   Greg Pettibon, Vice Chair
   Eric Reikenis, Chair Pro-Tem
   Peter Previte
   Peter Louis Spatara
   Rose Mocerino
   Joe Rosen

   Others Present:
   Mary Savage-Dunham, Director, Planning and Zoning
   Anne Cox, Assistant Director, Planning and Zoning
   Elizabeth Hertz, Senior Deputy City Attorney
   Jasmin De Freese, Deputy City Clerk

3. Determination of a Quorum

   Chair Norton determined there was a quorum.

4. Pledge of Allegiance

Chair Norton led the assembly in reciting the Pledge of Allegiance.

5. Approval of Minutes

5.a Approval of Minutes - April 7, 2026 **2026-412**

There being no corrections, Vice Chair Pettibon moved to approve the minutes of the April 7, 2026, Planning and Zoning Board Meeting. Board Member Spatara seconded the motion, which passed unanimously by voice vote.

6. Consent Agenda

There were no Consent Agenda items for the Board to consider.

7. Public Hearings - Non Quasi-Judicial

7.a P26-042 City of Port St. Lucie- Zoning Text Amendment-Section 158.225 Outdoor Sales and Special Events. **2026-409**

This is a request to amend Section 158.225 to include a different title, provide definitions and remove the application and permitting process details from the section, and allow for those details to be established in a separate policy.

Marissa Da Breo-Latchman, Planning and Zoning, provided a PowerPoint presentation on this City initiated text amendment. She reviewed the request and summarized the proposed changes. Planner Da Breo-Latchman stated the Planning and Zoning Department finds the proposed text amendment to be consistent with the intent and direction of the City's comprehensive plan and recommends approval.

Chair Norton opened the Public Hearing. There being no comments, he closed the Public Hearing.

There being no discussion, Chair Pro-Tem Reikenis moved to approve P26-042, City of Port St. Lucie- Zoning Text Amendment-Section 158.225 Outdoor Sales and Special Events. Vice Chair Pettibon seconded the motion, which passed unanimously by voice vote.

8. Public Hearing - Quasi-Judicial

8.a P24-179 McCarty Road, LLC - Planned Unit Development (PUD) Amendment **2026-373**

Location: The property is located approximately 1.25 miles south of Midway Road and east of McCarty Road.

Legal Description: The South 1290.46 feet of the Southwest 1/4 lying

South of PONY PINES UNIT 1. Section 9, Township 36 South, Range 39 East LESS the East 46 feet for canal right-of-way and LESS the West 98 feet for road and canal right-of-way, St. Lucie County, Florida.
This is a request for the 1st amendment to the McCarty Road Planned Unit Development (PUD) to amend the PUD document to revise the project name from McCarty Road PUD to the Meadows, revise the permitted uses from townhomes to single-family dwelling units, establish development standards for the dwelling units, revising the concept plan, specifying the required transportation improvements and other miscellaneous changes.

Senior Deputy City Attorney Hertz reviewed the process and procedures for Quasi-Judicial Hearings. The Deputy City Clerk swore in those individuals who intended to provide testimony on Items 8.a through 8.f.

Chair Norton inquired if the Board had any ex-parte communications to disclose, to which each member indicated they had none.

Chair Norton opened the Public Hearing.

Cody Sisk, Planner, provided a PowerPoint presentation on this amendment. He stated he was sworn in and the official file was submitted to the City Clerk at least five days prior to today's hearing. Planner Sisk indicated the owner is McCarty Road, LLC, and the applicant is Lucido and Associates. He reviewed the request and project background. He showed the location of the subject property as well as discussed land use consistency and traffic improvements. Planner Sisk stated the Site Plan Review Committee recommended approval of the proposed PUD amendment at their meeting of April 22, 2026. He indicated the Planning and Zoning 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 with conditions.

At this time, Vice Chair Pettibon recused himself from this item and stated he would complete the appropriate form.

Chair Norton inquired if the improvements were going to be paid by the Applicant, to which Planner Sisk responded in the affirmative. Planner Kean explained the improvements are included in the Annexation Agreement, which will go before City Council with the first reading of the PUD ordinance. She noted that the ordinance is approved for 530 multi-family units, and the Applicant is proposing 321 single-family residential units, which changes the project and decreases the density.

Steve Garrett, Lucido and Associates, stated he was representing the

Applicant and was sworn in. He provided a PowerPoint presentation, including a brief background of the project. Mr. Garrett noted that concurrent applications have been submitted, but the PUD amendment before the Board this evening is to make the project consistent with single family needs. He showed the location of the PUD as well as the anticipated construction of the surrounding roadways and rights-of-ways. Mr. Garrett noted the Applicant has no issues with accepting the conditions.

There being no further comments, Chair Norton closed the Public Hearing.

There being no further discussion, Board Member Rosen moved to approve P24-179, McCarty Road, LLC - Planned Unit Development (PUD) Amendment with the two conditions noted. Vice Chair Pettibon seconded the motion, which passed unanimously by voice vote.

8.b P25-178 Wilson Groves Parcel A - Master Planned Unit Development (MPUD) Amendment No. 2 **2026-370**

Location: The property is generally located north of Becker Road, west of future roadway N/S B, east of future roadway N/S A and south of the future extension of SW Hegener Drive.

Legal Description: A Portion of Block 6, Tract 3, Block 3, Block 8 and Block 9 of the Plat of The Alan Wilson Grove, as recorded in Plat Book 12, Pages 50 and 50A, being a portion of those lands as described and recorded in official Record Book 3046, Page 2761, together with all of Wilson Groves Parcel A Plat 1 as recorded in Plat book 126, Page 30, together with all of Wilson Groves Parcel A Plat 2, as recorded in Plat Book 139, Page 14, together with all of Wilson Groves Parcel A Plat 3, as recorded in Plat Book 132, Page 22, of the Public Records of St. Lucie County, Florida. Lying in Sections 29 and 32, Township 37 South, Range 39 East, City of Port St. Lucie County, Florida.

This is a request for a major amendment to the MPUD zoning regulation book for Wilson Groves Parcel A to reference independent design standards.

Chair Norton inquired if the Board had any ex-parte communications to disclose, to which each member indicated they had none.

Chair Norton opened the Public Hearing.

Daniel Robinson, Planner, provided a PowerPoint presentation on this amendment. He stated he was sworn in and the official file was submitted to the City Clerk at least five days prior to today's hearing. He asked the City Clerk to enter the file into the record.

Planner Robinson indicated the agent is Cotleur and Hearing, Inc., and the

applicant is Sundance PSL I, LLC. He reviewed the request and project background, location of the subject property, and proposed project. He indicated the application is to provide independent design standards and guidelines for the MPUD per the exceptions listed in the Citywide design standards. Planner Robinson stated the Site Plan Review Committee recommended approval of the proposed MPUD document and concept plan at their meeting of January 28, 2026. He indicated the Planning and Zoning 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 with conditions.

George Missimer, Cotleur and Hearing, stated he was sworn in and provided a brief PowerPoint presentation. He indicated the amendment adopts a design and guideline standards document for the DRI and establishes the Architectural Review Committee within the Parcel A PUD. Mr. Missimer stated the Applicant appreciated Staff's presentation and recommendation for approval.

There being no further comments, Chair Norton closed the Public Hearing.

There being no further discussion, Chair Pro-Tem Reikenis moved to approve P25-178, Wilson Groves Parcel A - Master Planned Unit Development (MPUD) Amendment No. 2. Vice Chair Pettibon seconded the motion, which passed unanimously by voice vote.

8.c P26-036 Haredo Realty Advisors, Inc. and Ghanie, John & Joan - Variance **2026-399**

Location: The property is generally located on the northwest corner of SW Bougainvillea Avenue and SW Gatlin Boulevard.
Legal description: Port St. Lucie Section Twenty Three, Block 1616, Lots 6-10 (Plat Book 13, Pages 29, 29A-29D)
A request to grant a variance to the rear building setback requirements and the landscaping requirements for a proposed retail development

Chair Norton inquired if the Board had any ex parte communications to disclose, to which each member indicated they had none.

Sofia Trail, Planner, provided a PowerPoint presentation on this variance application. She stated that she was sworn in, and the official packet was submitted to the City Clerk at least five days before today's hearing. She asked the City Clerk to enter the packet into the record.

Planner Trail indicated the applicant and agent is Edward McDonald, Thomas Engineering Group, and the property owners are The John

Mohamed Ghanie and Joan Davis-Ghanie Living Trust (Lot 6) and Haredo Realty Advisors, Inc. (Lots 7-10). She stated the request is to grant a variance for the building rear setback requirements and landscaping requirements for a proposed retail development. Planner Trail discussed the location and surrounding areas of the subject property, variance requests, code requirements, project background, and preliminary conceptual plan.

Chair Norton inquired if Staff was asking for a motion with a condition. Mary Savage-Dunham, Director, Planning and Zoning, explained that Staff was recommending a condition should the Board approve the variance. She noted that a word is missing and the condition should state: The variances will expire one (1) year “from the” approval if 10 feet of the 20-foot drainage easement is not abandoned by the City Council.

Chair Norton asked if this was the only way to construct this project. Planner Trail indicated that the Applicant has a presentation, which includes a proposal for this site.

Chair Norton questioned what it would mean if the variance was not approved. Senior City Attorney Hertz explained the next applications are contingent upon this variance, because of the conceptual plans attached to them. She recommended tabling the applications should the Board not approve this variance, to allow the Applicant time to speak with Staff on how to proceed. Ms. Savage-Dunham added that the site plan would have to be redesigned if the variance is not approved.

Chair Norton stated the Applicant is looking for a variance for relief from the parameters of the City Code. Ms. Savage-Dunham indicated the Applicant is asking for relief and reiterated the Applicant has a presentation.

Edward McDonald, Thomas Engineering Group, stated he was representing the property owners on behalf of the Dollar Tree project. He provided a PowerPoint presentation and further clarified the variance request of 15 feet and to plant trees outside the buffer along the south side of the wall. Mr. McDonald presented aerials of the subject site and discussed rezoning, traffic flow, and unity of control. He showed the Site Plan with the proposed Dollar Tree store as well as spoke to the variance and landscape plan.

Board Member Spatara inquired about the drainage, to which Mr. McDonald explained the existing stormwater discharge pipe that runs to the right of the driveway will be modified and directed to the canal.

Board Member Spatara asked what would happen if the City Council decided to abandon the canal. Ms. Savage-Dunham explained if the project receives approval and moves forward, the City Council would be asked to abandon the drainage easement. She stated this is the reason the condition mandates getting the abandonment within one year, otherwise the variance would be extinguished. Mr. McDonald explained the canal is in its own separate right-of-way and the Applicant is only looking to vacate 10 feet of the 20-foot drainage easement.

Board Member Spatara questioned whether this would cause a stormwater problem, to which Mr. McDonald responded in the negative. He stated this has nothing to do with the flow and capacity of the stormwater system.

Senior City Attorney Hertz explained that if there is a stormwater problem, Public Works will not approve the abandonment to take place.

Diana Spriggs, Public Works, added that Public Works would have less access to the canals, but they can access them in other ways for maintenance purposes.

Ms. Savage-Dunham noted that there are several applications to go through before the abandonment is reviewed and acted on by the City Council. She stated the scope of this Board is to consider granting the relief as requested.

Board Member Previte inquired if Dollar Tree could alter the design of the building to comply with the setback. Mr. McDonald stated that would not work for Dollar Tree and they would walk away from this deal.

Board Member Previte reviewed the Staff Report and confirmed that there were no unique conditions or circumstances present and the variances will confer special privileges denied by other parcels within the LMD zoning district, to which Planner Trail responded in the affirmative.

Board Member Previte questioned the wording of “granting the variances will not be in harmony with the general intent and purpose of this chapter and will not be injurious to the area or detrimental to the public welfare.” Planner Trail explained and clarified the language, as the Applicant is asking for relief from the amount of canopy trees to be planted based on the parking design. She stated it is not in harmony with the intent of the conversion area, and it will not be injurious or detrimental to the public health, safety, and welfare.

The Board inquired if the canopy trees will be installed elsewhere on the parcel. Planner Trail stated she understood that the trees would not be placed elsewhere. Mr. McDonald indicated he was not certain, but if the Applicant could add the two trees elsewhere on the site. Planner Trail stated she would have to look at the landscape plan but indicated the Applicant would be deficient by two trees and 154 shrubs at the rear of the property boundary. She indicated that Mr. McDonald stated they are meeting the requirement and clarified the City Code. Planner Trail confirmed that the residents would be looking at a wall without hedges and trees.

Senior City Attorney Hertz reminded the Board to look at the facts of the application before them and not the other properties. Planner Trail noted that all lots within conversion area 2 are required to follow the Code regulations.

Mr. McDonald showed the other properties that do not have a lot of landscaping material. He stated for the Applicant to develop at this site; the first step is the approval of the variance for the setback and landscape variance.

Ms. Savage-Dunham suggested the Board focus on the application and request before them, as they do not know the circumstances of the other parcels.

Vice Chair Pettibon asked for the distance across the canal to the adjacent homes. Mr. McDonald estimated that it could be over 100 feet.

Chair Norton inquired if the Applicant was unwilling to modify the Site Plan. Mr. McDonald stated the Applicant has modified the Site Plan multiple times to try to make it work. He explained that Dollar Tree has standards on how their stores operate, so they cannot make modifications.

Chair Norton opened the Public Hearing.

1. Dwayne Richard Bushey, Developer for the project, stated he was sworn in. He commented on the building size and shape, noting that cutting off part of the building to fit compliance could compromise the structure.

2. Hal Dodt, Haredo Realty Advisors, stated he was sworn in. He spoke on behalf of the project and indicated they held a neighborhood meeting, but no residents attended and there has been no opposition to the project.

Ms. Savage-Dunham stated the City noticed those within 750 feet of the project and noted there was additional public comment in the Board's backup documentation.

There being no further comments, Chair Norton closed the Public Hearing.

At this time, Board Member Previte indicated he was not in favor of variances, so he will probably vote no.

There being no further discussion, Chair Pro-Tem Reikenis moved to approve P26-036 Haredo Realty Advisors, Inc. and Ghanie, John & Joan – Variance, with the condition stating that the variances will expire one year from approval if 10 feet of the 20-foot drainage easement is not abandoned by the City Council. Vice Chair Pettibon seconded the motion, which failed by roll call vote with Board Member Mocerino, Chair Pro-Tem Reikenis, and Vice Chair Pettibon in favor, and Board Member Rosen, Chair Norton, Board Member Previte, and Board Member Spatara opposed.

Chair Norten announced that the motion failed and inquired about the process for the next two items. Senior City Attorney Hertz recommended that the Board table the items to a date certain, unless the Applicant wants it tabled to a date uncertain to give them time to discuss next steps. Ms. Savage-Dunham indicated that Staff recommends tabling to a date certain of June 2, 2026, unless the Applicant has a preference. Mr. McDonald stated the Applicant preferred a date uncertain.

8.d P25-217 Dollar Tree - Gatlin and Bougainvillea - Limited Mixed Density (LMD) Rezoning **2026-402**

Location: The project is generally located on the northwest corner of SW Bougainvillea Avenue and SW Gatlin Boulevard.
Legal Description: Port St. Lucie Section Twenty Three, Block 1616, Lots 5-10 (Plat Book 13, Pages 29, 29A-29D)
This is a request to rezone lots 5 through 10 to the Limited Mixed Density (LMD) Zoning District.

Vice Chair Pettibon moved to table P25-217 Dollar Tree - Gatlin and Bougainvillea - Limited Mixed Density (LMD) Rezoning Location to a date uncertain. Board Member Previte seconded the motion, which passed unanimously by voice vote.

8.e P25-219 Dollar Tree - Gatlin and Bougainvillea - Special Exception Use **2026-407**

The property is generally located on the northwest corner of SW Gatlin Boulevard and SW Bougainvillea Avenue.
Legal Description: Lots 5-10, Block 1616, Port St. Lucie Section Twenty Three, according to the plat thereof, recorded in Plat Book 13, Pages

29, 29A through 29D, of the public records of St. Lucie County, Florida
This is a special exception use application for a retail use that exceeds 50 percent of the building's gross floor area and exceeds 5,000 square feet.

Board Member Previte moved to table P25-219 Dollar Tree - Gatlin and Bougainvillea - Special Exception Use to a date uncertain. Chair Pro-Tem Reikenis seconded the motion, which passed unanimously by voice vote.

8.f P26-026 Tradition Master Planned Unit Development (MPUD) - Amendment No. 16 **2026-324**

Location: The subject property is generally located at the southwest corner of Crosstown Parkway and SW Fairgreen Drive.
Legal Description: As set forth in the attached Warranty Deed
The request is to amend the Tradition MPUD and concept plan for two parcels from Residential use to Retail/Office use.

Chair Norton noted that the ultimate decision on this item would be made by the City Council, to which Senior City Attorney Hertz responded in the affirmative.

Chair Norton inquired if there was any ex-parte communications, to which Board Member Previte disclosed he had a conversation with Brad last month regarding Brazilian pepper trees and Chair Pro-Tem Reikenis disclosed he had a phone conversation with the commercial real estate broker who was in attendance at the last meeting. The remaining Board members indicated they had none.

Chair Norton opened the Public Hearing.

Bridget Kean, Planner, stated she was sworn in and that the file was submitted to the Clerk's Office. She indicated this item was tabled previously and that she could provide a brief presentation. At the pleasure of the Board, Chair Norton requested that the Staff presentation from the last meeting be entered into the public record.

At the request of the Board, Planner Kean explained and clarified the conversion matrix for the DRI.

Board Member Previte inquired about the breakdown of the target ratio for the Comprehensive Plan for residential to commercial. Planner Kean and Ms. Savage-Dunham explained the City has significantly more residential than commercial and indicated a recent study showed it is best for a city to have 80% residential to 20% commercial to be revenue/fiscally neutral. Ms. Savage-Dunham noted that the Planning and Infrastructure study is not currently in the Comprehensive Plan. Board Member Previte

emphasized that if the Board decides to move forward with more commercial, it is in line with the study if the City falls below the recommended ratio of 80/20.

The Deputy City Clerk swore in David Baggett of Haley Ward, at this time. Mr. Baggett introduced himself and provided a PowerPoint presentation on this amendment request. He stated his team was receptive to and supportive of everything discussed at the last meeting. Mr. Baggett indicated he did not have a proposed Site Plan, construction plans, or specific development plan for the Board this evening, as these documents have not been submitted to the City for approval. He stated what has been submitted is a request for MPUD Amendment No. 16, which would amend the Tradition MPUD and concept plan for two parcels from Residential to Commercial. Mr. Baggett showed the location of the subject property and MPUD amendment map. He discussed the history of the site, environmental assessment, and shielded lighting of site. Mr. Baggett also reviewed the Tradition DRI traffic impact, proposed intersection improvements; traffic impact – level of service, level of significance; and traffic impact – SW Fairgreen Road. He showed the landscape buffer exhibit, proposed landscape berm and wall typical section. Mr. Baggett concluded his presentation by providing a summary of the request and reviewing the conditions.

Chair Norton inquired if the conditions were included in the Staff's recommendations. Ms. Savage-Dunham indicated that Staff proposed conditions that future development of the property shall include the installation of an architectural wall and enhanced landscaping along the eastern and southern boundaries of the property, extinguish commercial access to Heritage Oaks, and request submittal of a photometric plan with the Site Plan, showing any proposed lighting is shielded and/or oriented to prevent light spillover off the parcel.

Senior City Attorney Hertz asked Staff to clarify the conditions word for word, so there are no overlapping conditions. Ms. Savage-Dunham indicated Staff was satisfied with the wording of their conditions, as they just want a photometric plan submitted at the time of the Site Plan to show the lighting of the site.

Board Member Rosen inquired about the condition regarding Glenbrook and how it relates to the HOA, the turn lane, and the traffic analysis/impact. Mr. Baggett responded to his questions. Dianna Spriggs, Public Works, further explained and clarified the traffic impact data for the level of significance for 106 multi-family residential units.

Lee Dobbins, Dean Mead Law Firm, stated there has been some discussion in the public comment about preserving green space. He indicated that this has been an entitled property for 106 multi-family units and part of the mixed-use section of the DRI for decades. Mr. Dobbins also explained the buy-right process and discussed the change in use from residential to commercial.

Chair Norton inquired if any road improvements were included in the currently approved entitlement, to which Mr. Dobbin responded in the negative and stated the original proposed Site Plan was never approved.

Board Member Previte stated he thought Mattamy was already committed to making some improvements to the intersection. Mr. Baggett indicated the intersection improvements were approved with the DRI.

Board Member Previte questioned the timing of the improvements as they would have to be started by mid-year 2027 to accelerate the December 2027 date. Ms. Savage-Dunham stated this condition is in the DRI, but if a Site Plan comes forward, a traffic analysis will be completed. If it is determined that more improvements beyond what is already conditioned are required, then Staff would have a discussion with the Applicant at the time of Site Plan.

Chair Norton called on those who wish to speak:

1. Joseph Mucciolo, 10540 SW Southgate Court, expressed concern over the growth and traffic data presented, and how Fairgreen and Heritage Oaks would be affected. He spoke against developing the 9.48 acres into commercial property.

2. Margaret Mucciolo, 10540 SW Southgate Court, stated she opposed amendment MPUD regulation book and concept plan P26-026, Tradition MPUD - Amendment No. 16. She indicated she lives within the 750 feet and discussed her concerns.

3. Ms. Mcginnis, 9522 SW Flowermound Circle, reviewed her concerns for the plants, stormwater drainage, flooding, and loss of green space and asked what the plan is to mitigate these issues. She confirmed with the Board that they received the photos she sent to the City.

4. Ray Mcginnis, 9522 SW Flowermound Circle, requested that the Board disapprove the residential change request under consideration and commented on the potential impacts to Heritage Oaks.

5. Janet Edwards, 9528 SW Flowermound Circle, stated she considered moving and hoped some mitigation would occur with the new plans. She discussed security, streetlighting, the lake, flooding, etc., and encouraged the Board to strongly consider the pros and cons.

6. Robert Gattison, 10700 SW Southgate Court, discussed the importance of security, wildlife, and property maintenance.

At this time, the Deputy City Clerk administered the Oath of Testimony to Dana Davidson.

7. Dana Davidson, 9552 SW Flowermound Circle, expressed concern for how this development will proceed and that the adjacent residents are not subject to avoidable impacts. She discussed traffic noise and requested a formal traffic noise study. She also discussed a neighborhood petition that includes 256 signatures; reflects concerns regarding wildlife, safety, noise, sleep disturbance, loss of use, and air quality; and requests mitigation of these issues.

8. Sara Pinto, 10520 SW Southgate Court, stated she did not understand the numbers presented regarding traffic and expressed her concerns for the stormwater, lighting, and wildlife.

9. Linda Buckholtz, 10003 Glenbrook Drive, expressed her concern for increased traffic. She stated the City needed to address safety as well as the impacts to the economy, community, Tradition, and Heritage Oaks.

There being no further comments, Chair Norton closed the Public Hearing.

Chair Norton reviewed with the Staff the process and procedures going forward regarding development of the site, such as the traffic study, Site Plan approval, additional studies, maintenance of property, road improvements. Regarding controlled growth, Chair Norton noted that there are entitlements for thousands of properties, which the City cannot restrict or has limited options. He stated one of the City's goals is for more green space, but this property is not an option. He indicated that rainwater drainage and flooding issues will be addressed at Site Plan. Chair Norton reiterated the final decision on this project rests with the City Council. Chair Norton indicated the Applicant has stated and testified they will go over and above to what has been conditioned already and provide a buffer wall, buffer landscaping, lighting mitigation, etc. Ms. Savage-Dunham stated the Applicant is amenable to a condition requiring them to extinguish any access into Heritage Oaks, a condition requiring a landscape wall and berm be installed as part of any development along the

south and east side of the parcel, and a condition relative to shielding and/or orientation of lights to prevent spillover off the parcel. She noted that Staff would supplement the latter condition with a requirement for a photometric plan at the time of Site Plan approval.

Chair Norton inquired about the blinking red light issue. Ms. Savage-Dunham explained the issue was outside the scope of this application and could be discussed offline.

Vice Chair Pettibon discussed the buffering requirements for commercial versus residential. He proposed that the Applicant elevate the 6-foot wall to an 8-foot wall and significantly increase the buffer by perhaps 25% to 50% in material on the Heritage Oaks side of the community.

Brad Currie, Haley Ward, stated he was sworn in. He explained they do not like to construct 8-foot walls because of the structure, wind load, and increased expense. Board Member Pettibon inquired if the berm could be elevated by two feet. Mr. Currie indicated that would be difficult with a 10-foot buffer, but they will comply and work with the will of the Board.

Chair Pro-Tem Reikenis noted that most concerns were regarding nature and believe a 6-foot wall with an enhanced natural buffer would mitigate the issue. Mr. McDonald reviewed the slides of the landscape berm and wall with the Board.

Vice Chair Pettibon stated he would be able to support this with the condition of a 6-foot wall and 30-foot spacing on trees, as the residents are very concerned with the impacts of noise, light, and sound.

Senior Deputy City Attorney Hertz requested that the motion include the alteration by Ms. Savage-Dunham regarding the photometric study at Site Plan. Vice Chair Pettibon stated his motion would include all Staff required conditions, all conditions the Applicant has agreed to, and the significantly increased spacing of trees and buffering material.

Ms. Savage-Dunham clarified that the slide shows a one-foot berm with a six-foot wall. She asked if the Board was accepting the proposed landscape screen that shows the trees 30-feet on center, with a tree every 15 feet. Vice Chair Pettibon suggested spacing of 20 feet instead of 30 feet, which would give them a third more trees. He stated it could be determined by Staff and the landscape architecture firms.

Ms. Savage-Dunham indicated she understood the deciduous trees shall be spaced 20 feet on center on the Heritage Oaks side of the wall. She

stated that Staff needed to understand the Board's spacing requirements, as the buffer and species/roots of the trees will have to be reviewed by a landscape architect.

Board Member Pettibon stated his intent is to get as much tree canopy as possible, as tall as possible, and maybe the landscape architect could recommend other trees.

Mr. Dobbins stated his client was agreeable to the 20-foot spacing of the trees on the outside of the wall.

Chair Pro-Tem Reikenis inquired if there was any benefit to increasing the depth of the buffer on the Heritage Oaks side of the wall. Mr. Dobbins explained they would not want to do that as it would impact the site design.

Board Member Rosen asked to clarify the intent of the trees, as the request was for both sides of the fence and the Applicant stated they were agreeable to the request for the outside of the fence.

Board Member Spatara inquired if they could contain the hours of operation. Ms. Savage-Dunham explained there was no proposed development there yet, as this was a request to change the use.

Vice Chair Pettibon moved to approve, with Staff conditions, Applicant agreed concessions for a one-third increase in buffering trees to be worked out on the 20-foot basis of spacing.

Ms. Savage-Dunham reiterated the proposed conditions requiring that any lighting on the site be shielded and/or oriented to prevent light spillover off the parcel and the Applicant shall submit a photometric plan with the Site Plan for review; the Applicant shall extinguish or eliminate any access from that parcel into the Heritage Oaks right-of-way; and the Applicant shall provide not less than a 10-foot landscape buffer with a 6-foot wall, one-foot berm with shrubs and deciduous trees on both sides. She indicated the supplement was that the trees would be placed 20 feet on center on both sides of the wall.

There being no further discussion, Vice Chair Pettibon moved to approve P26-026, Tradition Master Planned Unit Development (MPUD) - Amendment No. 16 to the City Council with the conditions as stated by Staff. Chair Pro-Tem Reikenis seconded the motion which passed unanimously by voice vote.

9. New Business

9.a Selection of a Planning and Zoning Board Representative for the Site Plan Review Committee **2026-388**

There being no discussion, Chair Pro-Tem Reikenis moved to approve Peter Spatara as the Planning & Zoning Board representative for the Site Plan Review Committee. Board Member Mocerino seconded the motion, which passed unanimously by voice vote.

At this time, Ms. Savage-Dunham noted that the City Manager's Office coordinated a volunteer appreciation breakfast and for those who were unable to attend, a bag was left for them on the dais. She thanked the Board members for their service.

Ms. Savage-Dunham stated the November 2026 Planning and Zoning Board Meeting is scheduled for Election Day. She asked if the Board would entertain moving it to the Monday before Election Day and stated she would put this on the Agenda for consideration at their next meeting.

10. Old Business

There were no Old Business items to be heard.

11. Public to be Heard

There were no comments from the public.

12. Adjourn

There being no further business, the meeting was adjourned at 8:52 PM.

_____
James Norton, Chair

_____
Jasmin De Freese, Deputy City Clerk

_____
Typed by: Traci Mehl, Deputy City Clerk

Agenda Summary

2026-499

Agenda Date: 6/2/2026 **Agenda Item No.:** 7.a

Placement: Public Hearing - Non Quasi Judicial

Action Requested: Motion / Vote

P25-113 Founders Crossing - Large Scale Comprehensive Plan Amendment

The property is generally located south of Midway Road and on the east and west sides of McCarty Road. The legal description is Tracts A, C, and G, Founders Crossing PUD Master Plat (Plat Book 61, Page 2) and Tract A, Founders Crossing PUD Master Plat 1St Replat (Plat Book 62, Page 38).

This is a request to amend the future land use on approximately 60 acres of land.

Submitted By: Bridget Kean, AICP, Deputy Director

Executive Summary: This is an application for a future land use map amendment that was submitted by Lucido and Associates on behalf of Founders Crossing, LLC, the property owner. The request will amend the land use for approximately 60 acres of land within the Founder's Crossing PUD. The purpose of the amendment is to shift the location of the CG (Commercial General) and the ROI (Residential, Office, Institutional) land that is located on the east side of McCarty Road to the west side of McCarty Road to provide for a proposed amendment to the Founders Crossing PUD (P25-113). This application will amend the land use for approximately 30 acres of land located on the west side of McCarty Road from RL (Low Density Residential) land use to 18 acres of CG (Commercial General) land use and amend the land use for 30 acres of land located on the east side of McCarty Road from 12 acres of ROI (Residential, Office, Institutional) land use and 18 acres of CG (Commercial General) land use and 12 acres of ROI (Residential, Office, Institutional) land use to 30 acres of RL (Low Density Residential) land use.

To accommodate the proposed future land use map amendment and a revised development plan for the property per the proposed amendment to the PUD, city staff is recommending revised transportation improvements as outlined in the Public Works Traffic Memo. Staff's recommended conditions of approval are attached as Exhibit "C". Staff's recommendations recognize the developer's obligations with regard to St. Lucie County and include additional City requirements for utility easements, the timing of improvements, and requirements for the conveyance, construction, and completion for Newell Road from the east boundary of the property to Wylder Parkway.

Presentation Information: Staff may provide a short presentation.

Staff Recommendation: Move that the Board approve the amendment as recommended by the Planning and Zoning Department subject to the conditions listed in Exhibit "C"

Alternate Recommendations:

1. Move that the Board amend the recommendation and approve the amendment subject to the

conditions listed in Exhibit “C”.
2. Move that the Board approves the amendment without conditions.
3. Move that the Board not approve the amendment and provide staff direction.

Background: he Founder’s Crossing PUD is approximately 386 acres in size and located on the south side of Midway Road at the intersection of McCarty Road and Midway Road. The subject property was annexed into the City in January 2004 (OR 04-09) and is subject to an annexation agreement that provides for 875 residential dwelling units, 180,000 square feet of commercial use, 30,000 square feet of office/showroom and up to 80,000 square feet of institutional use as well as required infrastructure and other improvements. In 2008, the original developer entered into a contribution agreement with St. Lucie County that includes a monetary contribution for Midway Road improvements and requirements for construction of McCarty Road from Midway Road to Newell Road.

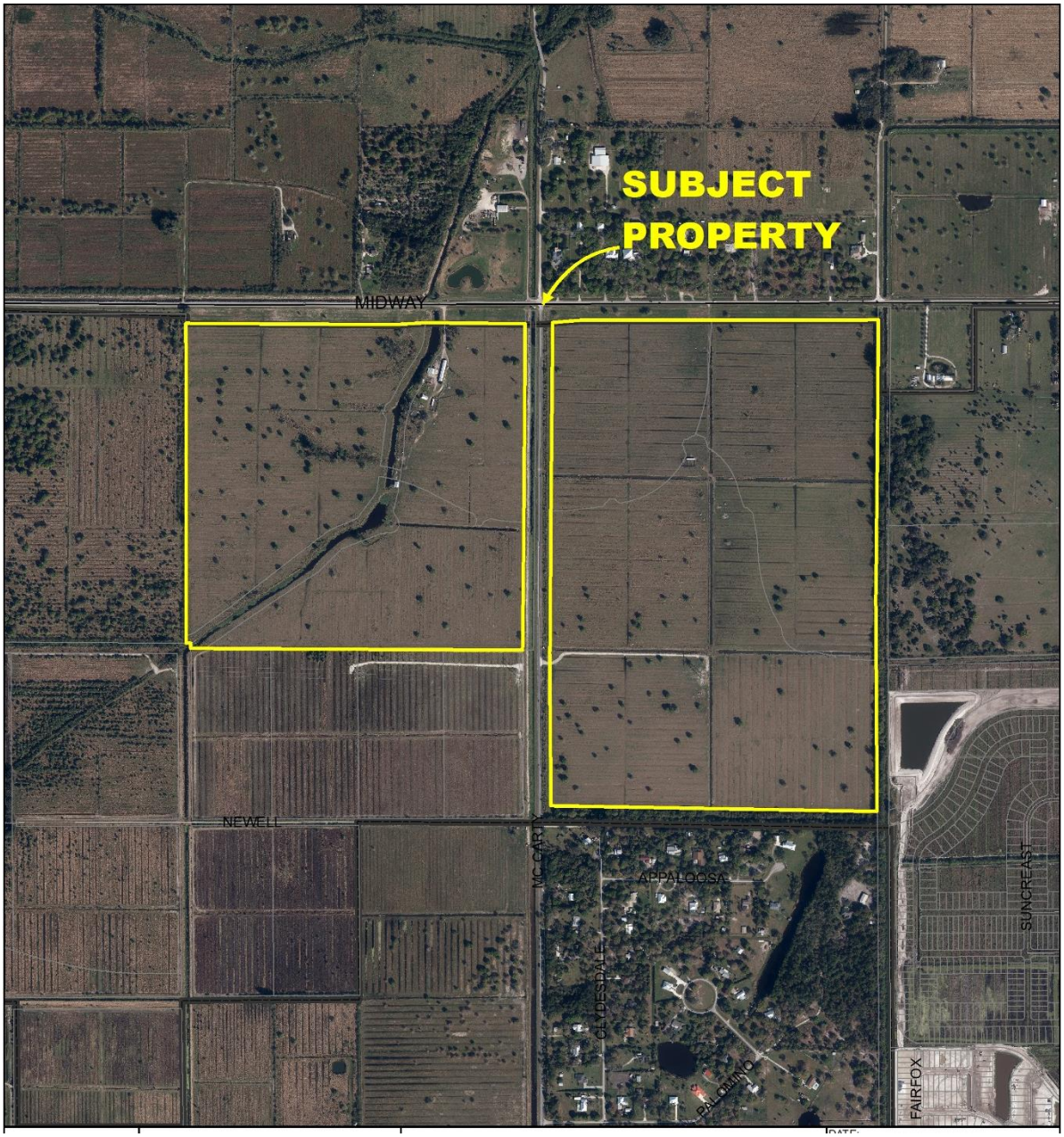
Issues/Analysis: See attached staff report.

Special Consideration: N/A

Location of Project: The subject property is generally located on the south side of Midway Rd., approx. 2.5 miles west of l-95, and on the east and west sides of McCarty Road.

Attachments:
1. Staff Report
2. Exhibit “A” Existing Future Land Use Map
3. Exhibit “B” Proposed Future Land Use Map
4. Application, Cover Letter, and Letter of Authorization
5. Floodplain Exhibit and Associated Documents
6. Public Works Traffic Memo
7. Exhibit “C” City Staff Recommended Conditions of Approval
8. Ref. Existing Annexation Agreement
9. Ref. Contribution Agreement with St. Lucie County
10. Ref. School Agreement with St. Lucie County School Board
11. Staff Presentation

Founders Crossing
Large-Scale Future Land Use Map Amendment
P25-113



Project Location Map

SUMMARY

Applicant's Request:	An application for a future land use map amendment for approximately 60 acres of property.
Applicant and Agent:	Lucido and Associates
Property Owner:	Founders Crossing, LLC
Location:	The subject property is generally located on the south side of Midway Rd., approx. 2.5 miles west of I-95, and on the east and west sides of McCarty Road
Address:	N/A
Project Planner:	Bridget Kean, Deputy Director

Project Description

This is an application for a future land use map amendment that was submitted by Lucido and Associates on behalf of Founders Crossing, LLC, property owner. The request will amend the land use for approximately 60 acres of land within the Founder's Crossing PUD. The purpose of the amendment is to shift the location of 18 acres of CG (Commercial General) land and 12 acres of ROI (Residential, Office, Institutional) land from the east side of McCarty Road to the west side of McCarty Road to provide for a proposed amendment to the Founders Crossing PUD (P25-113). At present, the 18 acres of CG (Commercial General) land use is located at the southeast corner of Midway Road and McCarty Road, and the 12 acres of ROI land use is located approximately one-half mile south of Midway Road on the east side of McCarty Road. The applicant's proposal will move the 18 acres of CG land to the southwest corner of Midway Road and McCarty Road and move 12 acres of ROI land use to the west side of McCarty Road directly below the 18 acres of CG (Commercial General) land use.

This application will amend the land use for approximately 30 acres of land located on the west side of McCarty Road from RL (Low Density Residential) land use to 18 acres of CG (Commercial General) land use and 12 acres of ROI (Residential, Office, Institutional) land use. It will amend the land use for 30 acres of land located on the east side of McCarty Road from 18 acres of CG (Commercial General) land use and 12 acres of ROI (Residential, Office, Institutional) land use to 30 acres of RL (Low Density Residential) land use. The proposed land use changes are shown below and attached T Exhibit "A": Existing future land use and Exhibit "B" proposed future land use:



Existing Land Use



Proposed Land Use

Background

The Founder's Crossing PUD is approximately 386 acres in size and located on the south side of Midway Road at the intersection of McCarty Road and Midway Road. The subject property was annexed into the City in January 2004 (OR 04-09) and is subject to an annexation agreement that provides for 875 residential dwelling units, commercial, office, and institutional square footage uses as well as required infrastructure and other improvements. A large scale comprehensive plan amendment was approved for the property in July 2004 (OR 03-169) that changed the land use from approximately 154 acres of SLC-AG-5 (1 dwelling unit per 5 acres) and approximately 232 acres of SLC-AG-2.5 (1 dwelling unit per 2.5 acres) to the following City of Port St. Lucie Future Land Use classifications: 342.6 acres of RL (Low Density Residential), 18 acres of CG (General Commercial), 12 acres of ROI (Residential Office Institutional), and 13.4 acres of OSC (Open Space Conservation). An application for PUD (Planned Unit Development) rezoning was approved in 2004. The PUD has been amended three times and the 2nd Amendment changed the project name to Founder's Crossing. The 3rd Amendment to the Founder's Crossing PUD set the maximum building thresholds for the project as 875 residential dwelling units, 150,000 square feet of commercial use, and 80,000 square feet of office/institutional uses.

When the future land use amendment (OR 03-169) was approved in July 2004, it included conditions of approval for the development of the property including required roadway improvements. It required the construction of McCarty Road from Midway Road to Newell Road, pedestrian access, and a proposed school site. The annexation agreement required the developer to participate in the funding of improvements to Midway Road from I-95 west to McCarty Road and the improvements to McCarty Road. In 2008, the original developer entered into a contribution agreement with St. Lucie County (attached) that includes a monetary contribution for Midway Road improvements and requirements for construction of McCarty Road from Midway Road to Newell Road.

Associated Applications

In association with this application, the City has received an application the 4th Amendment to the Founder's Crossing PUD (P25-130). The new application revises the development plan for the property. The previous development plan provided for a series of single-family villages on the east and west sides of McCarty Road. An 18 acre commercial site and 12 acre site for office and institutional uses was proposed for the east side of McCarty Road and 6.9 acre community center was proposed for the west side of McCarty Road. Primary access to the property was via Midway Road and McCarty Road with a proposed east-west connector (Jagged Creek Drive) through the property. The proposed 4th amendment to the PUD removes the east-west connector road and designates Newell Road along the southern boundary of the property as the primary access for the first phases of development. Newell Road will be constructed to connect to Wylder Parkway within the LTC Ranch DRI.

There is an associated application to amend the annexation agreement (P26-032) that is under review by City staff that with updated transportation and infrastructure requirements. The proposed amendment to the annexation agreement will be scheduled for the same City Council meeting as the adoption hearing for the comprehensive plan amendment.

To accommodate the proposed future land use map amendment and a revised development plan for the property per the proposed amendment to the PUD, city staff is recommending revised transportation improvements as outlined in the attached Public Works Memo. Staff's recommendations are attached as Exhibit "C". Staff's recommended conditions of approval recognize the developer's obligations with regard to the County and include additional City requirements for utility easements, the timing of improvements, and requirements for the conveyance, construction, and completion for Newell Road from the east boundary of the property to Wylder Parkway.

Public Notice Requirements

Public notices were mailed to landowners within 750 feet of the parcel, and the item was included in the advertisement for the June 2, 2026, Planning & Zoning Board Meeting.

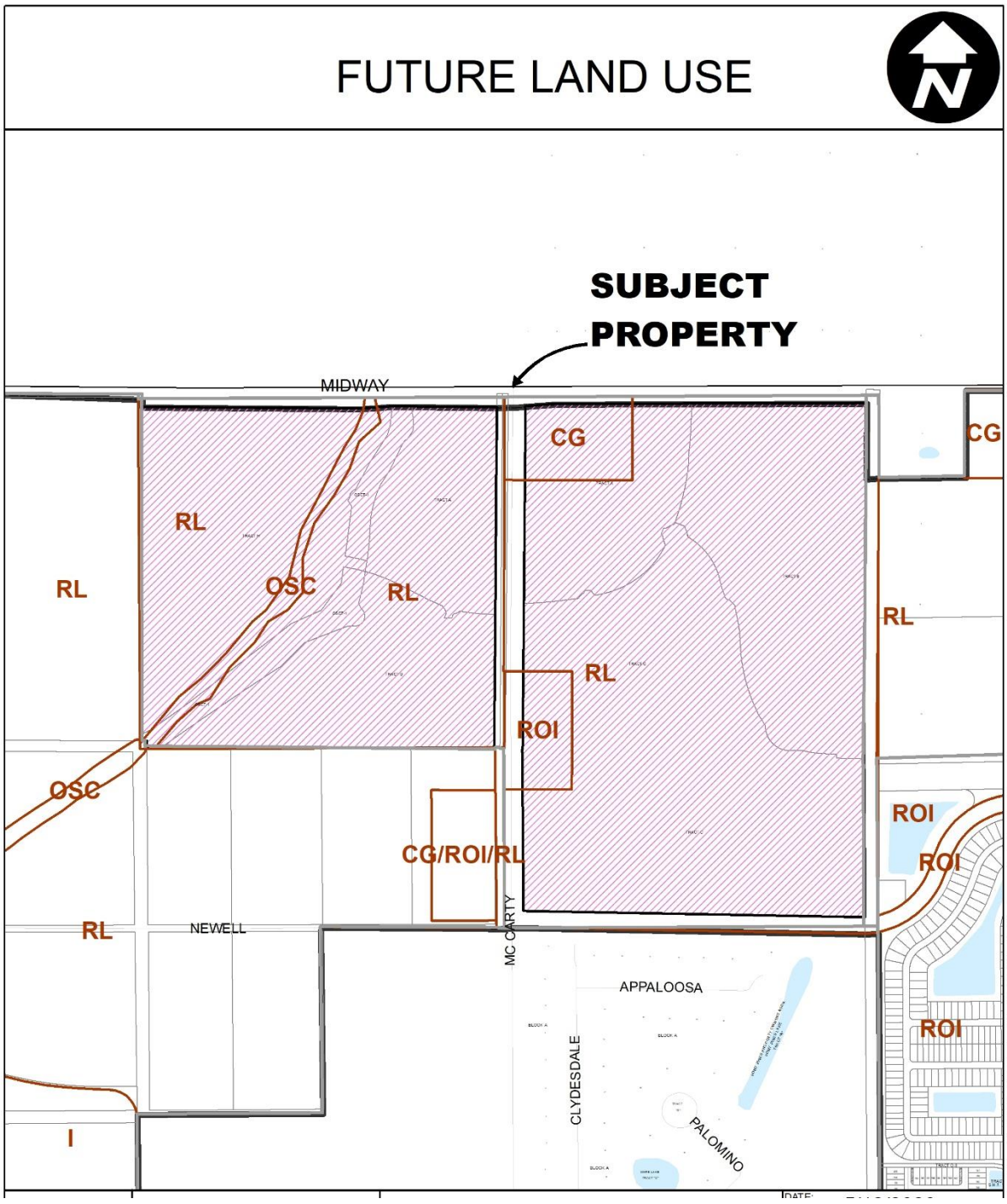
Location and Site Information

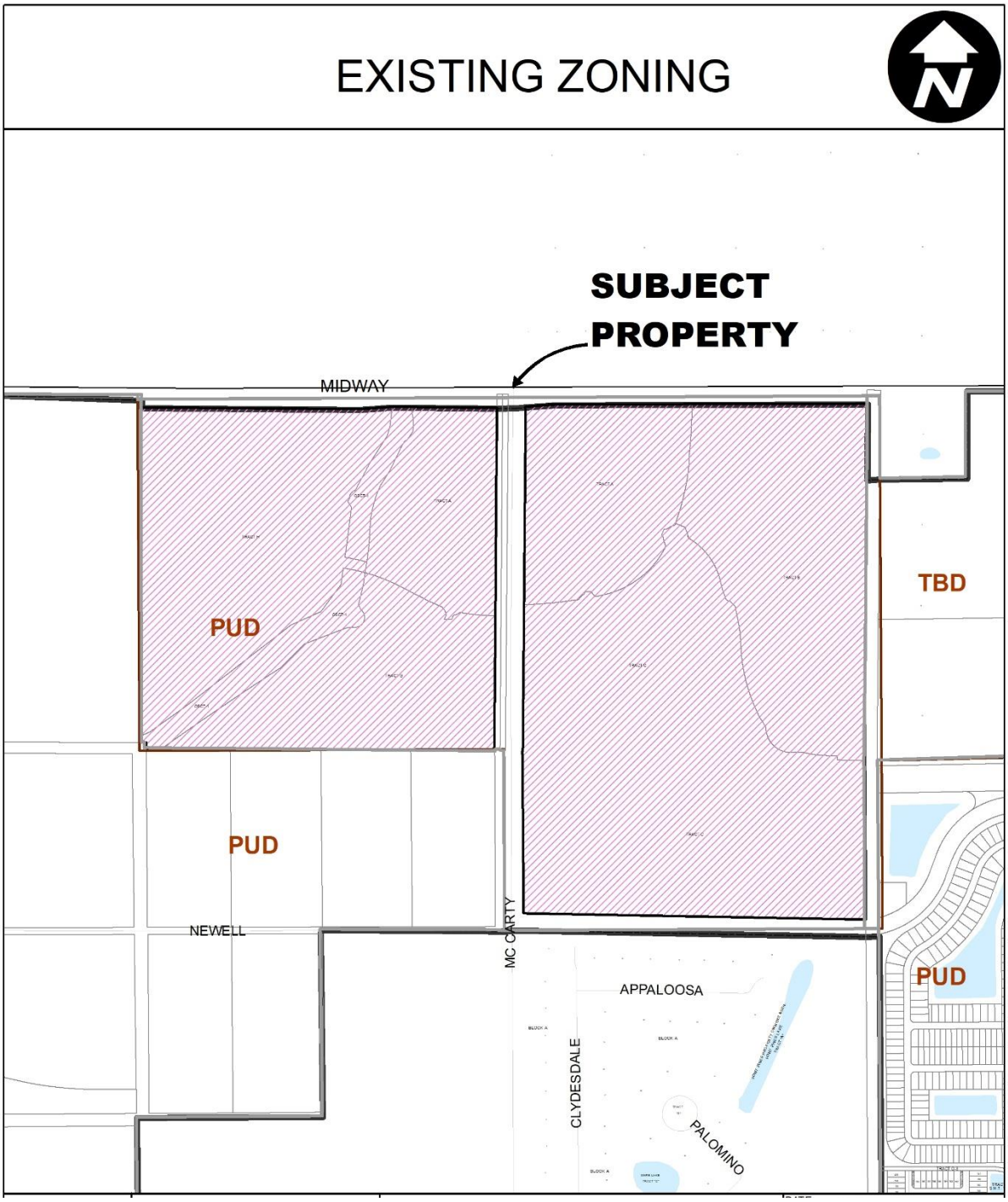
Parcel Number(s):	3304-700-0008-000-7; 3304-700-0009-000-4; 3304-700-0007-000-0; 3305-800-0001-000-8; 3304-700-0011-000-1; 3304-700-0012-000-8; 3304-700-0006-000-3
Property Size:	Approximately 368 acres
Legal Description:	A portion of Tract A, Founders Crossing PUD Master Plat, a portion of Tract C, Founders Crossing PUD Master Plat; a portion of Tract A, Founders Crossing PUD Master Plat 1st Replat; and a portion of Tract G, Founders Crossing PUD Master Plat
Existing Future Land Use:	30 acres of RL (Low Density Residential) land use on the west side of McCarty Road and 18 acres of CG (Commercial General) and 12 acres of ROI (Residential, Office, Institutional) land use on the east side of McCarty Road
Proposed Future Land Use	18 acres of CG (Commercial General) and 12 acres of ROI (Residential, Office, Institutional) land use on the on the west side of McCarty Road and 30 acres of RL (Low Density Residential) land use on the east side of McCarty Road
Existing Use:	Vacant

Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	SLC AG 2.5 (St. Lucie County Agriculture 1 dwelling unit per 2.5 acres) and SLC AG 5 (St. Lucie County Agriculture 1 dwelling unit per 5 acres)	SLC AG 2.5 (St. Lucie County Agriculture 1 dwelling unit per 2.5 acres) and SLC AG 5 (St. Lucie County Agriculture 1 dwelling unit per 5 acres)	Single-family homes and agricultural land north of Midway Road
South	SLC AG 2.5 (St. Lucie County Agriculture 1 dwelling unit per 2.5 acres) and SLC AG 5 (St. Lucie County Agriculture 1 dwelling unit per 5 acres)	SLC AG 2.5 (St. Lucie County Agriculture 1 dwelling unit per 2.5 acres) and SLC AG 5 (St. Lucie County Agriculture 1 dwelling unit per 5 acres)	Citrus grove and residential subdivision (Pony Pines)
East	SLC AG 2.5 (St. Lucie County Agriculture 1 dwelling unit per 2.5 acres)	SLC AG 2.5 (St. Lucie County Agriculture 1 dwelling unit per 2.5 acres) and PUD	Nursery, pasture, bedded fields and residential

			development in LTC Ranch
West	SLC AG 5 (St. Lucie County Agriculture 1 dwelling unit per 5 acres)	SLC AG 5 (St. Lucie County Agriculture 1 dwelling unit per 5 acres) and West Creek PUD	Citrus grove


FUTURE LAND USE
SUBJECT PROPERTY
MIDWAY
CG
CG
RL
RL
OSC
RL
RL
RL
ROI
OSC
ROI
CG/ROI/RL
ROI
RL
NEWELL
MC CARTY
APPALOOSA
ROI
CLYDESDALE
PALOMINO
I


EXISTING ZONING
SUBJECT PROPERTY
MIDWAY
PUD
PUD
TBD
PUD
NEWELL
MC CARTY
APPALOOSA
CLYDESDALE
PALOMINO

COMPREHENSIVE PLAN REVIEW AND ANALYSIS

Land Use Consistency (Policy 1.1.7.1): Policy 1.1.7.1 of the Future Land Use Element states that the City shall review future land use map amendments based on the amount of land required to accommodate anticipated growth, the character of undeveloped land, the availability of water supplies, public facilities and services, the need for job creation, capital investment, and economic development as well as the need to satisfy a deficiency or mix of uses in the Future Land Use Map.

Criteria	Consistent with criteria (Y/N or N/A)
Satisfy a deficiency or mix of uses in the Plan map	*N/A*
Accommodate projected population or economic growth	*N/A*
Diversify the housing choices	*N/A*
Enhance or impede provision of services at adopted LOS Standards	*N/A*
Compatibility with abutting and nearby land uses	*Y*
Enhance or degrade environmental resources	*N/A*
Job creation within the targeted industry list	*N/A*

Staff Analysis: This application maintains the 342.6 acres of RL (Low Density Residential), 18 acres of CG (General Commercial), 12 acres of ROI (Residential Office Institutional), and 13.4 acres of OSC (Open Space Conservation) land uses that were approved for the subject property in 2004 as part of a large scale comprehensive plan amendment (Kenco Communities, Inc. P03-357). It revises the location for the CG (General Commercial) land use and the ROI (Residential, Office and Institutional) land use areas based on a revised development plan for the property. The applicant has stated that the proposed land use changes provide commercial and office uses along Midway Road to serve surrounding development and to provide a transition to lower intensity residential development along McCarty Road. No changes are proposed to the 13.4 acres of OSC (Open Space Conservation) land with this application.

Adequate Public Facilities Review (Objective 1.1.3)

This application does not increase or decrease any of the previously approved land use acreages and project entitlements. This amendment only proposes a location change to the entitled uses for the 18 acres of CG (General Commercial) land use and 12 acres of ROI (Residential Office Institutional) land Therefore, there is no change to the capacity demand analysis previously approved for the project.

Sewer and Water Service

An annexation agreement was approved for the 386-acre, Founder's Crossing project in 2004. The annexation agreement addresses the sewer, water, transportation, stormwater, and other requirements required to serve the property. The applicant has applied for an amendment to the annexation agreement. Both the existing annexation agreement and the proposed amendment to the annexation maintain the requirement for the property owner to install, or cause to be installed, at its sole cost and expense, the on-site water and wastewater transmission facilities to service the property as well as requirements for offsite improvements.

Traffic

The existing annexation agreement requires the property owner to participate in the financing of improvements to Midway Road and McCarty Road via the establishment of a special assessment district. Both Midway Road and McCarty Road are county roadways. In 2008, the original developer entered into a contribution agreement with St. Lucie County (attached) that includes a monetary contribution for

Midway Road improvements and requirements for construction of McCarty Road from Midway Road to Newell Road as a two-lane roadway. Staff's recommended conditions of approval (Exhibit "C") recognize the developer's obligations with regard to the County and include additional City requirements for utility easements, the timing of improvements, and requirements for the conveyance, construction, and completion for Newell Road from the east boundary of the property to Wylder Parkway.

Parks/Open Space: Parks and recreation requirements were met via w contribution of land. Midway Development East, Inc. (Kenco Communities) deeded to the City approximately 36 acres of land in the northwest annexation area for park and recreation uses in 2009.

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: Public school concurrency was addressed with the original future land use map amendment. There is an existing agreement (attached) between the School Board of St. Lucie County and Midway Development East, Inc. that addresses contribution of a school site.

Environmental: The Founders Crossing project consist of lands that were previously converted to citrus groves and subsequently cleared and currently used for cattle grazing. There is a segment of Eleven-Mile Creek which occurs within the western portion of the property that is within the 13.4 acres of OSC (Open Space Conservation) designated land. No gopher tortoises or burrows were found on the property. Prior to project clearing, additional surveys will be required.

Flood Zone: The properties that are the subject of this application are within Zone AE: 20.5' on the west side and 19' on the east side. There is a conditional letter of a map revision from FEMA (attached) that provides for the developer to fill the property to where the finished floor elevation of any structure will be raised above the base flood elevation.

Other

The ordinance adopting the large scale comprehensive plan amendment in 2004 included specific conditions of approval that pertained to the design of the project. These conditions that are no longer applicable to the project and will be removed in the ordinance for this comprehensive plan amendment.

STAFF RECOMMENDATION

The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's comprehensive plan and recommends approval subject to the conditions listed in Exhibit "C":

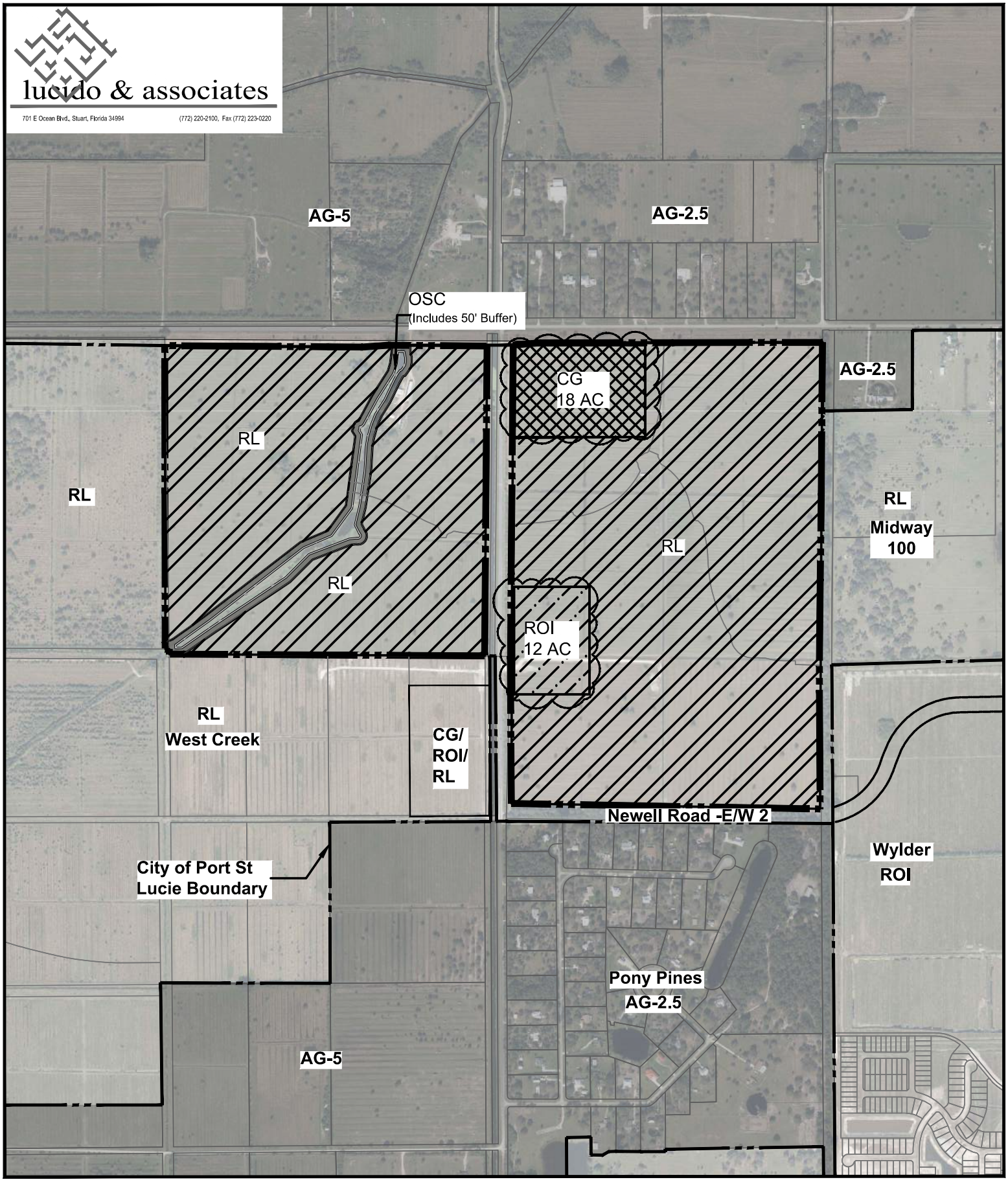
Planning and Zoning Board Action Options:

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

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.

Exhibit "A"

lucido & associates
701 E Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220



Project Number 24-290
Scale: 1" = 1000'

NORTH

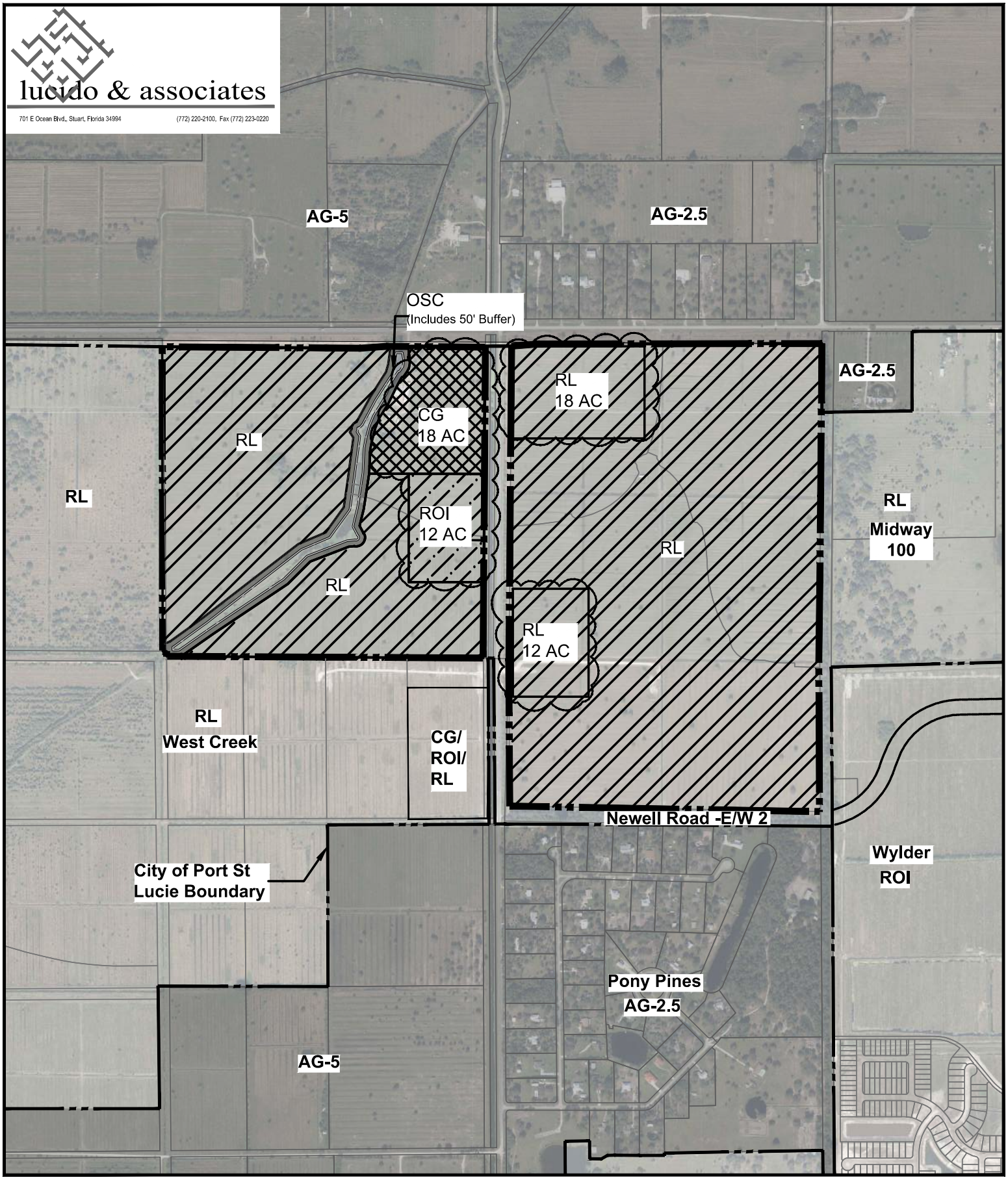
Founder's Crossing - Existing FLU Exhibit

J:\Projects Active\24-290 Founders Crossing Preliminary Planning\Graphics\PUD exhibit\Founders Crossing PUD Exhibit.dwg

Port St. Lucie, Florida

Exhibit "B"

lucido & associates
701 E Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220



Project Number 24-290
Scale: 1" = 1000'

NORTH

Founder's Crossing - Proposed FLU Exhibit

J:\Projects Active\24-290 Founders Crossing Preliminary Planning\Graphics\PUD exhibit\Founders Crossing PUD Exhibit_1_20635_3424ce94.sv$.dwg

Port St. Lucie, Florida

Fusion Planning & Zoning Public Works Utility Engineering  Bridget Kean

Planning / Applications / P#: P25-113

Legal Request ACTIONS

Application | Comments | Submittals | Statuses | Inspections | Meetings | Allowed Users | BlueBeam | History | Fees | Conditions | Files | Internal Notes | Reports

UE Application Save

Project Name:
Founders Crossing

Management/Property Information | Reviewers | Public Records Request

Management

Project Type: * COMPREHENSIVE PLAN AMEN...

Status: P&Z MEETING SCHEDULED

Approved Date:

Project Number: * P25-113

Amended Number:

Utility File Number : 11-713-00

Building Type : Select...

Primary Email Address: dphillips@lucidodesign.com

Describe Request:
Large-Scale Comprehensive Plan Amendment. See Cover Letter.

Check this if Exempt from Public Records Request:

Property Information

Address:

Project Site Location: W Midway Road

City Section:

Block: FoundersCrossing

Lot: Tr A

Legal Description:
See Property Cards Attached

Parcel Number
3304-700-0007-000-0
3304-700-0008-000-7

3304-700-0009-000-4
3304-700-0012-000-8
3304-700-0006-000-3
3305-800-0001-000-8
3304-700-0006-000-3

Current Land Use: RESIDENTIAL, OFFICE & INSTITUTIONAL

Proposed Land Use: RESIDENTIAL, OFFICE & INSTITUTIONAL

Current Zoning: PUD - PLANNED UNIT DEVELOPMENT

Proposed Zoning: PUD - PLANNED UNIT DEVELOPMENT

Utility Provider: CITY OF PORT ST. LUCIE

Acreage: 386

Administrative: ☐

Architectural Elevations: ☐

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

Agent First Name: Derrick

Agent Last Name: Phillips

Agent Business Name: Lucido & Associates

Agent Phone: (772) 220-2100

Agent Address: 701 SE Ocean Blvd

Agent City: Stuart

Agent State: FLORIDA

Agent Zip: 34994

Agent Email: dphillips@lucidodesign.cc

Save

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Fusion Planning & Zoning Public Works Utility Engineering  Bridget Kean

Planning / Applications / P#: P25-113

Legal Request ACTIONS

Application | Comments | Submittals | Statuses | Inspections | Meetings | Allowed Users | BlueBeam | History | Fees | Conditions | Files | Internal Notes | Reports

UE Application Save

Project Name:
Founders Crossing

Management/Property Information | Reviewers | Public Records Request

Management

Project Type: * COMPREHENSIVE PLAN AMEN...

Status: P&Z MEETING SCHEDULED

Approved Date:

Project Number: * P25-113

Amended Number:

Utility File Number : 11-713-00

Building Type : Select...

Primary Email Address: dphillips@lucidodesign.com

Describe Request:
Large-Scale Comprehensive Plan Amendment. See Cover Letter.

Check this if Exempt from Public Records Request:

Property Information

Address:

Project Site Location: W Midway Road

City Section:

Block: FoundersCrossing

Lot: Tr A

Legal Description:
See Property Cards Attached

Parcel Number
3304-700-0007-000-0
3304-700-0008-000-7

3304-700-0009-000-4
3304-700-0012-000-8
3304-700-0006-000-3
3305-800-0001-000-8
3304-700-0006-000-3

Current Land Use: RESIDENTIAL, OFFICE & INSTITUTIONAL

Proposed Land Use: RESIDENTIAL, OFFICE & INSTITUTIONAL

Current Zoning: PUD - PLANNED UNIT DEVELOPMENT

Proposed Zoning: PUD - PLANNED UNIT DEVELOPMENT

Utility Provider: CITY OF PORT ST. LUCIE

Acreage: 386

Administrative: ☐

Architectural Elevations: ☐

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

Agent First Name: Derrick

Agent Last Name: Phillips

Agent Business Name: Lucido & Associates

Agent Phone: (772) 220-2100

Agent Address: 701 SE Ocean Blvd

Agent City: Stuart

Agent State: FLORIDA

Agent Zip: 34994

Agent Email: dphillips@lucidodesign.cc

Save

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lucido & associates

February 11, 2026

City of Port St. Lucie
Planning and Zoning Department
121 SW Port St Lucie Blvd #B
Port St. Lucie, FL 34984

Re: Founders Crossing – Project History/Justification
Project Type: Comprehensive Plan

Dear Planner,

The Founders Crossing Planned Unit Development (PUD) was originally approved by the City Council on April 11, 2005 (Ordinance 05-165). The project was planned by Kenco Communities as a suburban mixed-use development encompassing approximately 386 acres, with an emphasis on walkability, convenience, and a variety of housing options. The approved PUD entitled up to 875 residential units at a gross density of 2.27 dwelling units per acre, together with an 18-acre commercial pod, a 12-acre office/institutional pod, a 6.9-acre recreation area, and 13.4 acres of conservation/open space along Eleven Mile Creek, all connected by internal pedestrian pathways.

Subsequent amendments to the PUD were approved by the City Council on December 12, 2005 (First Amendment), December 10, 2007 (Second Amendment), and November 11, 2008 (Third Amendment). As part of the Third Amendment, the maximum buildout thresholds were reduced to 150,000 square feet of commercial use and 80,000 square feet of office/institutional use, while the residential entitlement remained unchanged at 875 dwelling units. No changes were made to the overall land use acreages as adopted in the Comprehensive Plan.

Between 2004 and 2010, several agreements supporting the development of Founders Crossing were executed, including the Annexation Agreement, Impact Fee Prepayment Agreement, Developer Master Utility Agreement (and Amendment #1), Contribution Agreement with St. Lucie County, and Settlement Agreements governing roadway and infrastructure improvements. These agreements remain in effect and associated with the project.

Due to the national economic downturn, Kenco Communities was unable to proceed with final development approvals. Consequently, on July 26, 2010, the City Council approved an extension of the PUD expiration date to November 11, 2012.

In 2012, City National Bank of Florida foreclosed on the property and took title on August 13, 2012, through its subsidiary, CNB RE2 Holdings, LLC. Following acquisition, City National brought the project current under the Impact Fee Prepayment Agreement by remitting $33,000.00 for the 2011 Job Growth/Economic Development Public Building Impact Fee.

Founders Crossing remains a well-entitled project in a highly desirable location approximately 1.5 miles from I-95, with more than one mile of frontage along Midway Road and frontage along Eleven Mile Creek. Utility agreements are in place, the property retains its agricultural exemption, and future land use permits residential, commercial, office, and institutional development.

Justification and Planning Consistency
The approved land use configuration provides appropriate transitions between higher- and lower-intensity uses. Commercial (CG) uses are located along Midway Road to serve surrounding development, with Residential/Office/Institutional (ROI) uses co-located adjacent to the commercial area to create a compatible transition. Lower-density residential (RL) uses surround the ROI areas, further buffering residential neighborhoods from higher-intensity development. With the relocation of the CG and ROI land uses to the western parcel, McCarty Road serves as a logical transition toward the residential land uses located on the eastern portion of the site.

From a Comprehensive Plan perspective, there are no changes to the approved land use acreages. The project remains consistent with the City's long-term growth objectives and development patterns.

Surrounding Land Use and Zoning
The property is surrounded by a mix of agricultural lands, residential development, and planned mixed-use communities, consistent with the evolving suburban context of this area of Port St. Lucie:

- **North:** AG-5 and AG-2.5 zoning under St. Lucie County jurisdiction; citrus groves and pasture.
- **South:** AG-5 and AG-2.5 zoning under St. Lucie County jurisdiction; citrus groves and the Pony Pines residential subdivision.
- **East:** AG-2.5 zoning under St. Lucie County jurisdiction and North Pointe PUD under City of Port St. Lucie jurisdiction; nursery operations, pasture, and bedded fields.
- **West:** AG-5 zoning under St. Lucie County jurisdiction; citrus groves and the proposed West Creek PUD.

These surrounding uses are compatible with the approved PUD and consistent with anticipated growth patterns.

The site contains environmentally sensitive features, including Eleven Mile Creek, which traverses the property and serves as a natural drainage corridor. Jurisdictional wetlands are primarily associated with the creek and adjacent low-lying areas. Eleven Mile Creek has been historically impacted by agricultural use and is regulated by an existing control structure at Midway Road. A minimum 50-foot buffer on both sides of the creek, totaling approximately 13.4 acres, is designated as Open Space Conservation (OSC). Existing native vegetation along the creek will be preserved, and native trees throughout the site will be retained or relocated where feasible. Existing Florida Power & Light (FPL) easements, if present, will be accommodated in the final site design. Any unavoidable impacts to wetlands or surface waters will be mitigated in accordance with applicable permitting requirements.

Prior to the initiation of development, the Founders Crossing project will be subject to review and approval by multiple agencies with jurisdiction over land use, infrastructure, environmental resources, and utilities. The City of Port St. Lucie will retain primary regulatory authority, including review for PUD compliance, site plan and engineering approvals, issuance of building permits, concurrency determinations, and assessment of applicable impact fees. The South Florida Water Management District (SFWMD) will review the project and issue an Environmental Resource Permit (ERP) addressing stormwater management, wetlands, and surface water impacts. Where applicable, the Florida Department of Environmental Protection (FDEP) will provide additional review and permitting for regulated wetlands and surface waters. St. Lucie County will coordinate review related to roadway improvements, interlocal agreements, and regional infrastructure connections, while the Florida Department of Transportation (FDOT) will review and issue access and roadway permits for any impacts to state-maintained roadways. Coordination with Florida Power & Light (FPL) will also be required to address existing utility easements and to obtain approval for electrical service to the site.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



Derrick E Phillips Jr

lucido&associates

May 20, 2026

City of Port St. Lucie
Planning and Zoning Department
121 SW Port St Lucie Blvd #B
Port St. Lucie, FL 34984

Re: Founders Crossing – Cover Letter
Project Type: Comprehensive Plan

Dear Planner,

On behalf of Founders Crossing, LLC, we respectfully submit this Comprehensive Plan Amendment application package requesting the reallocation of land uses within the Founders Crossing project.

This modification supports evolving market demands and enhances the project's ability to serve the surrounding community with a more balanced and flexible mix of uses.

We appreciate your consideration of this request and look forward to working with staff throughout the review process. Please find attached the following items in support of the application:

1. Cover Letter
2. Response Letter
3. Response to Ordinance Comments (subject to change)
4. Justification / Project History
5. Property Cards
6. Deed
7. Traffic Analysis
8. Environmental Report (East & West)
9. Map Exhibits
10. Plat
11. Drainage Map
12. Capacity Analysis
13. Agent Authorization

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Derrick E Phillips Jr

Founder's Crossing, LLC

May 20, 2026

Planning and Zoning Department
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Re: Founders Crossing

Dear Planning:

As owner of the property referenced above, please consider this correspondence as formal authorization for **Lucido & Associates (Agent)** to represent **Founder's Crossing, LLC (Owner/Applicant)** during the governmental review process for the above referenced project, which may include submission of development applications, plans and permits, and other such related matters to effectuate the review process for the proposed development.

Thank you for your attention to this matter.

Sincerely,

Founder's Crossing, LLC

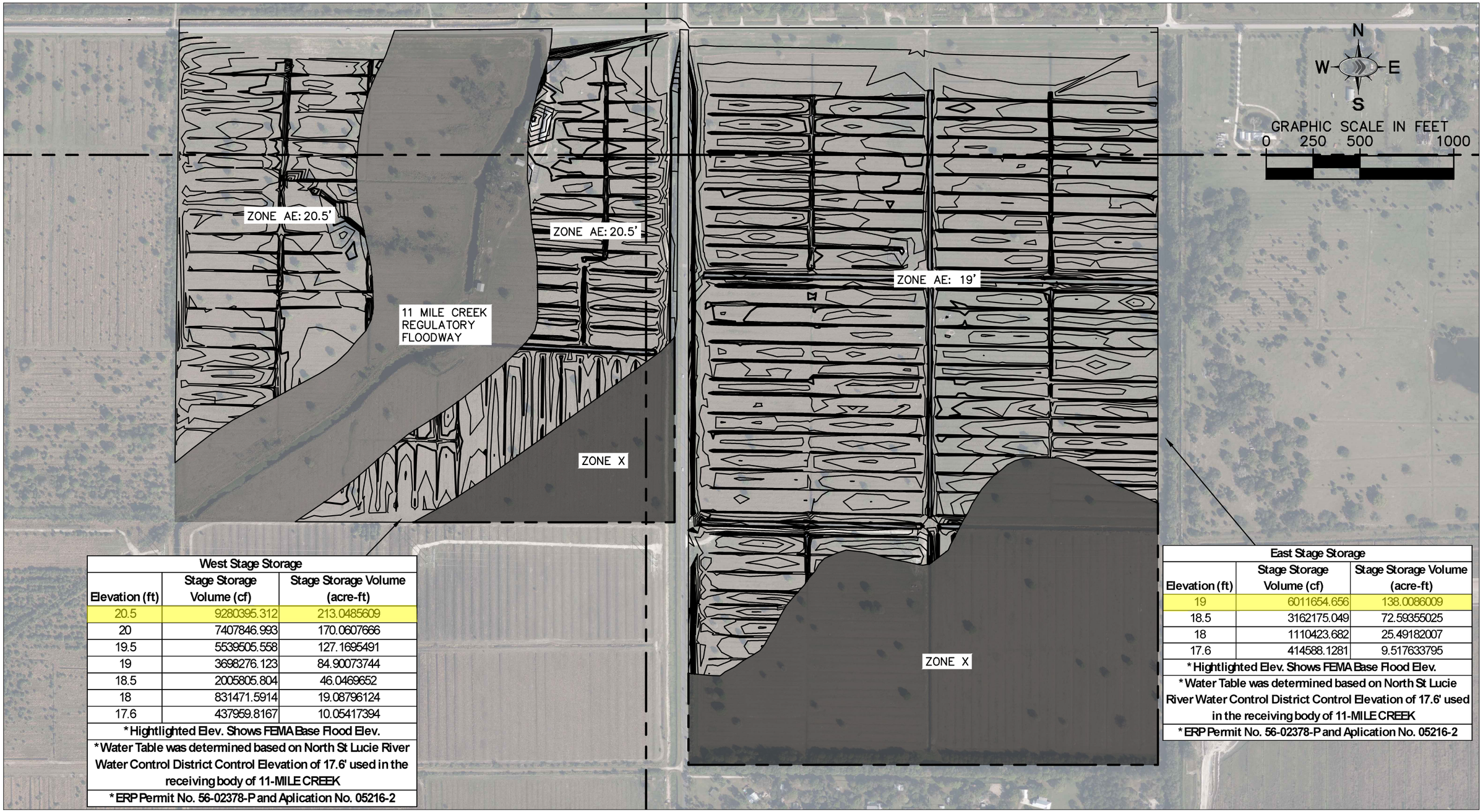
STATE OF FLORIDA
COUNTY OF PALM BEACH
The foregoing was acknowledged before me this 20 day of May, 2026, by R. Austin Burr, of Founders Crossing, LLC. (He/She [X] is personally known to me or [ ] has produced _____ as identification.

(Notarial Seal)

(Print Name) Benjamin Meyers
NOTARY PUBLIC

Notary Public State of Florida
Benjamin Meyers
My Commission HH 435610
Expires 8/21/2027

My Commission Expires: 8/21/2027



West Stage Storage		
Elevation (ft)	Stage Storage Volume (cf)	Stage Storage Volume (acre-ft)
20.5	9280395.312	213.0485609
20	7407846.993	170.0607666
19.5	5539505.558	127.1695491
19	3698276.123	84.90073744
18.5	2005805.804	46.0469652
18	831471.5914	19.08796124
17.6	437959.8167	10.05417394
*Hightlighted Elev. Shows FEMA Base Flood Elev.		
*Water Table was determined based on North St Lucie River Water Control District Control Elevation of 17.6' used in the receiving body of 11-MILE CREEK		
*ERP Permit No. 56-02378-P and Aplication No. 05216-2		

East Stage Storage		
Elevation (ft)	Stage Storage Volume (cf)	Stage Storage Volume (acre-ft)
19	6011654.656	138.0086009
18.5	3162175.049	72.59355025
18	1110423.682	25.49182007
17.6	414588.1281	9.517633795
*Hightlighted Elev. Shows FEMA Base Flood Elev.		
*Water Table was determined based on North St Lucie River Water Control District Control Elevation of 17.6' used in the receiving body of 11-MILE CREEK		
*ERP Permit No. 56-02378-P and Aplication No. 05216-2		

1

FOUNDERS CROSSING

PORT ST. LUCIE, FL

FLOODPLAIN EXHIBIT

PORT ST. LUCIE, FLORIDA

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
7341 OFFICE PARK PLACE, SUITE 102, MELBOURNE, FL 32940
PHONE: 321-430-1138
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

Federal Emergency Management Agency

Washington, D.C. 20472

March 24, 2026

THE HONORABLE JESUS MEREJO
CITY MANAGER
CITY OF PORT ST. LUCIE
121 SW PORT ST. LUCIE BOULEVARD,
BUILDING A
PORT ST. LUCIE, FL 34984-5042

CASE NO.: 26-04-2299C
COMMUNITY: CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
COMMUNITY NO.: 120287

DEAR MR. MEREJO:

This is in reference to a request that the Federal Emergency Management Agency (FEMA) determine if the property described in the enclosed document is located within an identified Special Flood Hazard Area, the area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood), on the effective National Flood Insurance Program (NFIP) map. Using the information submitted and the effective NFIP map, our determination is shown on the attached Conditional Letter of Map Revision based on Fill (CLOMR-F) Comment Document. This comment document provides additional information regarding the effective NFIP map, the legal description of the property and our comments regarding this proposed project.

Additional documents are enclosed which provide information regarding the subject property and CLOMR-Fs. Please see the List of Enclosures below to determine which documents are enclosed. Other attachments specific to this request may be included as referenced in the Determination/Comment document. If you have any questions about this letter or any of the enclosures, please contact the FEMA Map Insurance eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426.

Sincerely,

David N. Bascom

David N. Bascom, Acting Director
Engineering and Modeling Division
Risk Analysis, Planning and Information Directorate

LIST OF ENCLOSURES:

CLOMR-F COMMENT DOCUMENT

cc: Mr. Stephen Boehning

Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION BASED ON FILL
COMMENT DOCUMENT

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA	A portion of Tracts A, B, and C, Founders Crossing PUD Master Plat, as shown on the Plat recorded as Clerk File No. 3343073, in Plat Book 61, Pages 2 through 16, in the Office of the Clerk of the Circuit Court, St. Lucie County, Florida The portion of property is more particularly described by the following metes and bounds:
	COMMUNITY NO.: 120287	
AFFECTED MAP PANEL	NUMBER: 12111C0252J	
	DATE: 2/16/2012	
FLOODING SOURCE: TENMILE CREEK TRIBUTARY		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY:27.368913, -80.444267 SOURCE OF LAT & LONG: LOMA LOGIC DATUM: NAD 83

COMMENT TABLE REGARDING THE PROPOSED PROPERTY (PLEASE NOTE THAT THIS IS NOT A FINAL DETERMINATION. A FINAL DETERMINATION WILL BE MADE UPON RECEIPT OF AS-BUILT INFORMATION REGARDING THIS PROPERTY.)

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT WOULD BE REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
Tracts A-C	--	Founders Crossing PUD Master Plat	--	Portion of Property	X (unshaded)	18.6 feet	--	19.5 feet

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

LEGAL PROPERTY DESCRIPTION
PORTIONS REMAIN IN THE SFHA
CONDITIONAL LOMR-F DETERMINATION
STATE LOCAL CONSIDERATIONS

This document provides the Federal Emergency Management Agency's comment regarding a request for a Conditional Letter of Map Revision based on Fill for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the proposed described portion(s) of the property(ies) would not be located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood) if built as proposed. Our final determination will be made upon receipt of a copy of this document, as-built elevations, and a completed Community Acknowledgement form. Proper completion of this form certifies the subject property is reasonably safe from flooding in accordance with Part 65.5(a)(4) of our regulations. Further guidance on determining if the subject property is reasonably safe from flooding may be found in FEMA Technical Bulletin 10-01. A copy of this bulletin can be obtained by calling the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at http://www.fema.gov/mit/tb1001.pdf. This document is not a final determination; it only provides our comment on the proposed project in relation to the SFHA shown on the effective NFIP map.

This comment document is based on the flood data presently available. The enclosed documents provide additional information regarding this request. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426.

David N. Bascom

David N. Bascom, Acting Director
Engineering and Modeling Division
Risk Analysis, Planning and Information Directorate

Federal Emergency Management Agency
Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION BASED ON FILL
COMMENT DOCUMENT

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

LEGAL PROPERTY DESCRIPTION (CONTINUED)

MBR ID "1":
COMMENCE at the Northwest corner of Tract "J", of said Plat, run thence along the West Boundary of Tract "J" and Tract "I", of said Plat, S.00°29'12"W., a distance of 162.28 feet; thence departing said West boundary S.89°30'48"E., a distance of 136.47 feet to the POINT OF BEGINNING; thence S.89°30'48"E., a distance of 130.00 feet to a point hereon to be known as REFERENCE POINT "A"; thence S.00°29'12"W., a distance of 570.00 feet to a point hereon to be known as REFERENCE POINT "B"; thence N.89°30'48"W., a distance of 130.00 feet; thence N.00°29'12"E., a distance of 570.00 feet to the POINT OF BEGINNING

MBR ID "2":
COMMENCE at the previously established REFERENCE POINT "A", run thence S.89°30'48"E., a distance of 50.00 feet to the POINT OF BEGINNING; thence N.00°29'12"E., a distance of 22.50 feet; thence S.89°30'48"E., a distance of 975.00 feet to a point hereon to be known as REFERENCE POINT "C"; thence S.00°29'12"W., a distance of 130.00 feet; thence N.89°30'48"W., a distance of 950.00 feet to a point of curvature; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.44°30'48"W., 35.36 feet) to a point of tangency to be known as REFERENCE POINT "D"; thence N.00°29'12"E., a distance of 82.50 feet to the POINT OF BEGINNING

MBR ID "3":
COMMENCE at the previously established REFERENCE POINT "C", run thence S.89°30'48"E., a distance of 17.44 feet for a POINT OF BEGINNING; thence continue S.89°30'48"E., a distance of 1015.00 feet to a point hereon to be known as REFERENCE POINT "E"; thence S.00°29'12"W., a distance of 105.00 feet to a point of curvature; thence Southwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.45°29'12"W., 35.36 feet) to a point of tangency; thence N.89°30'48"W., a distance of 990.00 feet; thence N.00°29'12"E., a distance of 130.00 feet to the POINT OF BEGINNING

MBR ID "4":
COMMENCE at the previously established REFERENCE POINT "E", run thence N.88°11'40"E., a distance of 50.04 feet to the POINT OF BEGINNING; thence S.89°30'48"E., a distance of 130.00 feet; thence S.00°29'12"W., a distance of 2190.95 feet; thence Southerly, 249.48 feet along the arc of a non-tangent curve to the right having a radius of 356.00 feet and a central angle of 40°09'10" (chord bearing S.24°51'31"W., 244.41 feet); thence N.45°03'55"W., a distance of 131.00 feet; thence Northerly, 173.84 feet along the arc of a non-tangent curve to the left having a radius of 225.01 feet and a central angle of 44°15'56" (chord bearing N.22°48'07"E., 169.55 feet); thence N.00°29'12"E., a distance of 2165.00 feet; to the POINT OF BEGINNING

MBR ID "5":
COMMENCE at the previously established REFERENCE POINT "D", run thence S.00°29'12"W., a distance of 100.00 feet to the POINT OF BEGINNING; thence Northeasterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°29'12"E., 35.36 feet) to a point of tangency; thence S.89°30'48"E., a distance of 771.05 feet to a point of curvature; thence Easterly, 69.32 feet along the arc of a tangent curve to the right having a radius of 100.00 feet and a central angle of 39°43'03" (chord bearing S.69°39'16"E., 67.94 feet) to a point of reverse curvature; thence Southeasterly, 96.56 feet along the arc of a reverse curve to the left having a radius of 225.00 feet and a central angle of 24°35'20" (chord bearing S.62°05'25"E., 95.82 feet) to a point of non-tangency hereon to be known as REFERENCE POINT "F"; thence S.00°29'12"W., a distance of 144.06 feet to a point of non-tangent curvature; thence

David N. Bascom

David N. Bascom, Acting Director
Engineering and Modeling Division
Risk Analysis, Planning and Information Directorate

Federal Emergency Management Agency
Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION BASED ON FILL
COMMENT DOCUMENT

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

Northwesterly, 179.15 feet along the arc of a non-tangent curve to the right having a radius of 366.00 feet and a central angle of 28°02'44" (chord bearing N.66°15'28"W., 177.37 feet) to a point of reverse curvature; thence Westerly, 35.78 feet along the arc of a reverse curve to the left having a radius of 55.00 feet and a central angle of 37°16'41" (chord bearing N.70°52'27"W., 35.16 feet) to a point of tangency; thence N.89°30'48"W., a distance of 618.73 feet; thence S.00°29'12"W., a distance of 150.00 feet; thence N.89°30'48"W., a distance of 130.00 feet to a point hereon to be known as REFERENCE POINT "G"; thence N.00°29'12"E., a distance of 255.00 feet to the POINT OF BEGINNING

MBR ID "6":
COMMENCE at the previously established REFERENCE POINT "F", run thence Easterly, 58.13 feet along the arc of a curve to the left having a radius of 225.00 feet and a central angle of 14°48'11" (chord bearing S.81°47'10"E., 57.97 feet) to the POINT OF BEGINNING; thence continue Easterly, 157.25 feet along the arc of a tangent curve to the left having a radius of 225.00 feet and a central angle of 40°02'34" (chord bearing N.70°47'27"E., 154.07 feet) to a point of reverse curvature; thence Easterly, 69.32 feet along the arc of a reverse curve to the right having a radius of 100.00 feet and a central angle of 39°43'03" (chord bearing N.70°37'41"E., 67.94 feet) to a point of tangency; thence S.89°30'48"E., a distance of 771.05 feet to a point of curvature; thence Southeasterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.44°30'48"E., 35.36 feet) to a point of tangency; thence S.00°29'12"W., a distance of 285.00 feet; thence N.89°30'48"W., a distance of 130.00 feet; thence N.00°29'12"E., a distance of 180.00 feet; thence N.89°30'48"W., a distance of 618.73 feet to a point of curvature; thence Westerly, 35.78 feet along the arc of a tangent curve to the left having a radius of 55.00 feet and a central angle of 37°16'41" (chord bearing S.71°50'52"W., 35.16 feet) to a point of reverse curvature; thence Westerly, 239.41 feet along the arc of a reverse curve to the right having a radius of 366.00 feet and a central angle of 37°28'41" (chord bearing S.71°56'52"W., 235.16 feet) to a point of non-tangency; thence N.00°29'12"E., a distance of 141.00 feet to the POINT OF BEGINNING

MBR ID "7":
COMMENCE at the previously established REFERENCE POINT "G", run thence S.00°29'12"W., a distance of 30.00 feet to the POINT OF BEGINNING; thence S.89°30'48"E., a distance of 130.00 feet; thence S.00°29'12"W., a distance of 150.00 feet; thence S.89°30'48"E., a distance of 825.00 feet; thence S.00°29'12"W., a distance of 130.00 feet to a point hereon to be known as REFERENCE POINT "H"; thence N.89°30'48"W., a distance of 930.00 feet to a point of curvature; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.44°30'48"W., 35.36 feet) to a point of tangency; thence N.00°29'12"E., a distance of 255.00 feet to the POINT OF BEGINNING

MBR ID "8":
COMMENCE at the previously established REFERENCE POINT "H", run thence S.89°30'48"E., a distance of 42.44 feet to the POINT OF BEGINNING; thence N.00°29'12"E., a distance of 130.00 feet; thence S.89°30'48"E., a distance of 880.00 feet; thence N.00°29'12"E., a distance of 120.00 feet; thence S.89°30'48"E., a distance of 130.00 feet; thence S.00°29'12"W., a distance of 225.00 feet to a point of curvature; thence Southwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.45°29'12"W., 35.36 feet) to a point of tangency; thence N.89°30'48"W., a distance of 985.00 feet; to the POINT OF BEGINNING

MBR ID "9":
COMMENCE at the previously established REFERENCE POINT "B", run thence S.00°29'12"W., a distance of

David N. Bascom

David N. Bascom, Acting Director
Engineering and Modeling Division
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Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION BASED ON FILL
COMMENT DOCUMENT

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

72.50 feet to the POINT OF BEGINNING; thence S.00°29'12"W., a distance of 155.00 feet to a point hereon to be known as REFERENCE POINT "I"; thence continue S.00°29'12"W., a distance of 535.00 feet to a point hereon to be known as REFERENCE POINT "J"; thence N.89°30'48"W., a distance of 130.00 feet; thence N.00°29'12"E., a distance of 690.00 feet; thence S.89°30'48"E., a distance of 130.00 feet to the POINT OF BEGINNING

MBR ID "10":
COMMENCE at the previously established REFERENCE POINT "I", run thence S.89°30'48"E., a distance of 75.00 feet to the POINT OF BEGINNING; thence S.89°30'48"E., a distance of 935.00 feet to a point hereon to be known as REFERENCE POINT "K"; thence S.00°29'12"W., a distance of 130.00 feet; thence N.89°30'48"W., a distance of 830.00 feet; thence S.00°29'12"W., a distance of 150.00 feet; thence N.89°30'48"W., a distance of 130.00 feet to a point hereon to be known as REFERENCE POINT "L"; thence N.00°29'12"E., a distance of 255.00 feet to a point of curvature; thence Northeasterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°29'12"E., 35.36 feet) to a point of tangency and the POINT OF BEGINNING

MBR ID "11":
COMMENCE at the previously established REFERENCE POINT "K", run thence S.89°30'48"E., a distance of 32.44 feet to the POINT OF BEGINNING; thence continue S.89°30'48"E., a distance of 990.00 feet to a point of curvature; thence Southeasterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'23" (chord bearing S.44°30'52"E., 35.35 feet) to a point of tangency; thence S.00°29'12"W., a distance of 285.00 feet; thence N.89°30'48"W., a distance of 130.00 feet; thence N.00°29'12"E., a distance of 180.00 feet; thence N.89°30'47"W., a distance of 885.00 feet; thence N.00°29'12"E., a distance of 130.00 feet to the POINT OF BEGINNING

MBR ID "12":
COMMENCE at the previously established REFERENCE POINT "L", run thence S.00°29'12"W., a distance of 30.00 feet to the POINT OF BEGINNING; thence S.89°30'48"E., a distance of 130.00 feet; thence S.00°29'12"W., a distance of 150.00 feet; thence S.89°30'48"E., a distance of 170.00 feet; thence S.00°29'12"W., a distance of 130.00 feet to a point hereon to be known as REFERENCE POINT "M"; thence N.89°30'48"W., a distance of 275.00 feet to a point of curvature; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.44°30'48"W., 35.36 feet) to a point of tangency; thence N.00°29'12"E., a distance of 255.00 feet; to the POINT OF BEGINNING

MBR ID "13":
COMMENCE at the previously established REFERENCE POINT "M", run thence S.89°30'48"E., a distance of 12.44 feet to the POINT OF BEGINNING; thence N.00°29'12"E., a distance of 130.00 feet; thence S.89°30'48"E., a distance of 512.57 feet to a point of nontangent curvature; thence Easterly, 377.62 feet along the arc of a non-tangent curve to the right having a radius of 363.00 feet and a central angle of 59°36'14" (chord bearing S.89°30'48"E., 360.82 feet) to a point of non-tangency; thence S.89°30'48"E., a distance of 691.61 feet; thence N.00°29'12"E., a distance of 120.00 feet; thence S.89°30'48"E., a distance of 130.00 feet; thence S.00°29'12"W., a distance of 225.00 feet to a point of curvature; thence Southwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.45°29'12"W., 35.36 feet) to a point of tangency; thence N.89°30'48"W., a distance of 841.36 feet to a point of curvature; thence Westerly, 14.34 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 32°51'47" (chord bearing N.73°04'54"W., 14.14 feet) to a point of reverse curvature; thence Westerly, 258.10

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feet along the arc of a reverse curve to the left having a radius of 225.00 feet and a central angle of 65°43'33" (chord bearing N.89°30'48"W., 244.18 feet) to a point of reverse curvature; thence Westerly, 14.34 feet along the arc of a reverse curve to the right having a radius of 25.00 feet and a central angle of 32°51'47" (chord bearing S.74°03'19"W., 14.14 feet) to a point of tangency; thence N.89°30'48"W., a distance of 557.32 feet to the POINT OF BEGINNING

MBR ID "14":
COMMENCE at the previously established REFERENCE POINT "J", run thence S.00°29'12"W., a distance of 156.86 feet to a point hereon to be known as REFERENCE POINT "N", and the POINT OF BEGINNING; thence S.00°29'12"W., a distance of 1085.00 feet to a point hereon to be known as REFERENCE POINT "O"; thence N.89°30'48"W., a distance of 130.00 feet; thence N.00°29'12"E., a distance of 1085.00 feet; thence S.89°30'48"E., a distance of 130.00 feet to the POINT OF BEGINNING

MBR ID "15":
COMMENCE at the previously established REFERENCE POINT "N", run thence S.89°30'48"E., a distance of 50.00 feet to the POINT OF BEGINNING; thence N.00°29'12"E., a distance of 26.86 feet to a point of curvature; thence Northeasterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°29'12"E., 35.36 feet) to a point of tangency; thence S.89°30'48"E., a distance of 255.00 feet to a point hereon to be known as REFERENCE POINT "P"; thence S.00°29'12"W., a distance of 130.00 feet; thence N.89°30'48"W., a distance of 150.00 feet; thence S.00°29'12"W., a distance of 701.96 feet; thence N.88°57'41"E., a distance of 79.69 feet; thence S.01°02'19"E., a distance of 130.00 feet; thence S.88°57'41"W., a distance of 187.53 feet to a point of curvature; thence Northwesterly, 39.94 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 91°31'31" (chord bearing N.45°16'33"W., 35.82 feet) to a point of tangency; thence N.00°29'12"E., a distance of 887.93 feet to the POINT OF BEGINNING

MBR ID "16":
COMMENCE at the previously established REFERENCE POINT "P", run thence S.89°30'36"E., a distance of 20.00 feet to the POINT OF BEGINNING; thence continue S.89°30'49"E., a distance of 135.00 feet to a point hereon to be known as REFERENCE POINT "Q"; thence Southeasterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.44°30'48"E., 35.36 feet) to a point of tangency; thence S.00°29'12"W., a distance of 903.87 feet to a point of curvature; thence Southwesterly, 38.60 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 88°28'29" (chord bearing S.44°43'27"W., 34.88 feet) to a point of tangency; thence S.88°57'41"W., a distance of 185.26 feet; thence N.01°02'19"W., a distance of 130.00 feet; thence N.88°57'41"E., a distance of 83.02 feet; thence N.00°29'12"E., a distance of 696.63 feet; thence N.89°30'48"W., a distance of 30.00 feet; thence N.00°29'12"E., a distance of 130.00 feet; to the POINT OF BEGINNING

MBR ID "17":
COMMENCE at the previously established REFERENCE POINT "Q", run thence S.89°30'48"E., a distance of 100.00 feet to the POINT OF BEGINNING; thence continue S.89°30'48"E., a distance of 334.76 feet to a point of curvature; thence Easterly, 14.34 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 32°51'47" (chord bearing S.73°04'54"E., 14.14 feet) to a point of reverse curvature; thence Easterly, 258.10 feet along the arc of a reverse curve to the left having a radius of 225.00 feet and a central angle of 65°43'33" (chord bearing S.89°30'48"E., 244.18 feet) to a point of reverse curvature; thence Easterly, 14.34 feet along the arc of a reverse curve to the right having a radius of 25.00 feet and a central angle of 32°51'47" (chord bearing N.74°03'19"E., 14.14 feet) to a point of tangency; thence S.89°30'48"E., a distance of

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841.36 feet to a point of curvature; thence Southeasterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.44°30'48"E., 35.36 feet) to a point of tangency; thence S.00°29'12"W., a distance of 430.00 feet; thence N.89°30'48"W., a distance of 130.00 feet; thence N.00°29'12"E., a distance of 325.00 feet; thence N.89°30'48"W., a distance of 683.69 feet to a point of non-tangent curvature; thence Westerly, 395.53 feet along the arc of a non-tangent curve to the right having a radius of 367.00 feet and a central angle of 61°44'58" (chord bearing N.89°30'48"W., 376.66 feet) to a point of non-tangency; thence N.89°30'48"W., a distance of 177.09 feet; thence S.00°29'12"W., a distance of 555.00 feet; thence N.89°30'48"W., a distance of 130.00 feet to a point hereon to be known as REFERENCE POINT "R"; thence N.00°29'12"E., a distance of 660.00 feet to a point of curvature; thence Northeasterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°29'12"E., 35.36 feet) to the POINT OF BEGINNING

MBR ID "18":
COMMENCE at the previously established REFERENCE POINT "R", run thence S.00°29'12"W., a distance of 33.38 feet to the POINT OF BEGINNING; thence S.89°30'48"E., a distance of 130.00 feet; thence S.00°29'12"W., a distance of 100.00 feet; thence N.88°57'41"E., a distance of 639.45 feet; thence S.32°28'04"W., a distance of 122.03 feet; thence S.26°34'34"W., a distance of 31.88 feet; thence S.88°57'41"W., a distance of 665.14 feet to a point of curvature; thence Northwesterly, 39.94 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 91°31'31" (chord bearing N.45°16'33"W., 35.82 feet) to a point of tangency; thence N.00°29'12"E., a distance of 207.83 feet to the POINT OF BEGINNING

MBR ID "19":
COMMENCE at the previously established REFERENCE POINT "O", run thence S.79°40'39"E., a distance of 50.75 feet to the POINT OF BEGINNING; thence N.00°29'12"E., a distance of 105.70 feet to a point of curvature; thence Northeasterly, 38.60 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 88°28'29" (chord bearing N.44°43'27"E., 34.88 feet) to a point of tangency; thence N.88°57'41"E., a distance of 1225.01 feet; thence S.01°02'19"E., a distance of 130.00 feet; thence S.26°34'18"W., a distance of 120.62 feet; thence S.88°57'41"W., a distance of 645.59 feet; thence N.84°17'59"W., a distance of 45.45 feet; thence S.67°23'08"W., a distance of 14.50 feet; thence S.88°57'41"W., a distance of 548.60 feet to the POINT OF BEGINNING

MBR ID "20":
COMMENCE at the previously established REFERENCE POINT "O", run thence S.79°40'39"E., a distance of 50.75 feet; thence S.00°29'12"W., a distance of 209.63 feet to the POINT OF BEGINNING; thence S.89°30'48"E., a distance of 130.00 feet; thence S.00°29'12"W., a distance of 465.00 feet; thence N.89°30'48"W., a distance of 130.00 feet; thence N.00°29'12"E., a distance of 465.00 feet to the POINT OF BEGINNING

MBR ID "21":
COMMENCE at the previously established REFERENCE POINT "O", run thence S.00°29'12"W., a distance of 296.40 feet to the POINT OF BEGINNING; thence continue S.00°29'12"W., a distance of 415.00 feet; thence N.89°30'48"W., a distance of 130.00 feet; thence N.00°29'12"E., a distance of 415.00 feet; thence S.89°30'48"E., a distance of 130.00 feet to the POINT OF BEGINNING

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PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 1 Property.)
Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.

CONDITIONAL LOMR-F DETERMINATION (This Additional Consideration applies to the preceding 1 Property.)
Comments regarding this conditional request are based on the flood data presently available. Our final determination will be made upon receipt of this Comment Document, certified as-built elevations and/or certified as-built survey. Since this request is for a Conditional Letter of Map Revision based on Fill, we will also require the applicable processing fee, and the "Community Acknowledgement" form. Please note that additional items may be required before a final as-built determination is issued.

This letter does not relieve Federal agencies of the need to comply with Executive Order 11988 on Floodplain Management in carrying out their responsibilities and providing Federally undertaken, financed, or assisted construction and improvements, or in their regulating or licensing activities.

STATE AND LOCAL CONSIDERATIONS (This Additional Consideration applies to all properties in the CLOMR-F COMMENT DOCUMENT)
Please note that this document does not override or supersede any State or local procedural or substantive provisions which may apply to floodplain management requirements associated with amendments to State or local floodplain zoning ordinances, maps, or State or local procedures adopted under the National Flood Insurance Program.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426.

David N. Bascom, Acting Director
Engineering and Modeling Division
Risk Analysis, Planning and Information Directorate

DEPARTMENT OF HOMELAND SECURITY - FEDERAL EMERGENCY MANAGEMENT AGENCY

PROPERTY INFORMATION FORM

O.M.B. NO. 1660-0015
Expires February 28, 2014

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 1.63 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing and submitting the form. This collection is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing this burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0015). **NOTE: Do not send your completed form to this address.**

This form may be completed by the property owner, property owner's agent, licensed land surveyor, or registered professional engineer to support a request for a Letter of Map Amendment (LOMA), Conditional Letter of Map Amendment (CLOMA), Letter of Map Revision Based on Fill (LOMR-F), or Conditional Letter of Map Revision Based on Fill (CLOMR-F) for existing or proposed, single or multiple lots/structures. In order to process your request, all information on this form must be completed ***in its entirety***, unless stated as optional. **Incomplete submissions will result in processing delays.** Please check the item below that describes your request:

☐ LOMA	A letter from DHS-FEMA stating that an existing structure or parcel of land that has not been elevated by fill (natural grade) would not be inundated by the base flood.
☐ CLOMA	A letter from DHS-FEMA stating that a proposed structure that is not to be elevated by fill (natural grade) would not be inundated by the base flood if built as proposed.
☐ LOMR-F	A letter from DHS-FEMA stating that an **existing** structure or parcel of land that has been **elevated by fill** would not be inundated by the base flood.
■ CLOMR-F	A letter from DHS-FEMA stating that a parcel of land or **proposed** structure that will be **elevated by fill** would not be inundated by the base flood if fill is placed on the parcel as proposed or the structure is built as proposed.

Fill is defined as material from any source (including the subject property) placed that raises the ground to or above the Base Flood Elevation (BFE). The common construction practice of removing unsuitable existing material (topsoil) and backfilling with select structural material is not considered the placement of fill if the practice does not alter the existing (natural grade) elevation, which is at or above the BFE. **Fill that is placed before the date of the first National Flood Insurance Program (NFIP) map showing the area in a Special Flood Hazard Area (SFHA) is considered natural grade.**

Has fill been placed on your property to raise ground that was previously below the BFE? ☐ Yes ■ No If yes, when was fill placed? mm/dd/yyyy

Will fill be placed on your property to raise ground that is below the BFE? ■ Yes* ☐ No If yes, when will fill be placed? **Proposed 2027** mm/dd/yyyy

* If yes, Endangered Species Act (ESA) compliance must be documented to FEMA prior to issuance of the CLOMR-F determination (please refer page 4 to the MT-1 instructions).

1. Street Address of the Property (if request is for multiple structures or units, please attach additional sheet referencing each address and enter street names below):

   W Midway Road, Port St. Lucie

2. Legal description of Property (Lot, Block, Subdivision or abbreviated description from the Deed):

   Tracts A, B, and C, Founders Crossing PUD Master Plat

3. Are you requesting that a flood zone determination be completed for (check one):

   ☐ Structures on the property? What are the dates of construction? _____ (MM/YYYY)
   ☒ A portion of land within the bounds of the property? (A certified metes and bounds description and map of the area to be removed, certified by a licensed land surveyor or registered professional engineer, are **required**. For the preferred format of metes and bounds descriptions, please refer to the MT-1 Form 1 Instructions.)
   ☐ The entire legally recorded property?

4. Is this request for a (check one):

   ☐ Single structure
   ☐ Single lot
   ☐ Multiple structures (How many structures are involved in your request? List the number: _____)
   ☒ Multiple lots (How many lots are involved in your request? List the number: 451)

In addition to this form (MT-1 Form 1), please complete the checklist below. **ALL** requests must include one copy of the following:

- ☒ Copy of the effective FIRM panel on which the structure and/or property location has been accurately plotted (property inadvertently located in the NFIP regulatory floodway will require Section B of MT-1 Form 3)
- ☒ Copy of the Subdivision Plat Map for the property **(with recordation data and stamp of the Recorder's Office)**

OR

- ☐ Copy of the Property Deed **(with recordation data and stamp of the Recorder's Office)**, ***accompanied by*** a tax assessor's map or other certified map showing the surveyed location of the property relative to local streets and watercourses. The map should include at least one street intersection that is shown on the FIRM panel.
- ☒ Form 2 – Elevation Form. If the request is to remove the structure, and an Elevation Certificate has already been completed for this property, it may be submitted in lieu of Form 2. If the request is to remove the entire legally recorded property, or a portion thereof, the lowest lot elevation must be provided on Form 2.
- ☒ Please include a map scale and North arrow on all maps submitted.

For LOMR-Fs and CLOMR-Fs, the following must be submitted in addition to the items listed above:

- ☒ Form 3 – Community Acknowledgment Form

For CLOMR-Fs, the following must be submitted in addition to the items listed above:

- ☒ Documented ESA compliance, which may include a copy of an Incidental Take Permit, an Incidental Take Statement, a "not likely to adversely affect" determination from the National Marine Fisheries Service (NMFS) or the U.S. Fish and Wildlife Service (USFWS), or an official letter from NMFS or USFWS concurring that the project has "No Effect" on proposed or listed species or designated critical habitat. Please refer to the MT-1 instructions for additional information.

Please do *not* submit original documents. Please retain a copy of all submitted documents for your records.

DHS-FEMA encourages the submission of all required data in a digital format (e.g. scanned documents and images on Compact Disc [CD]). Digital submissions help to further DHS-FEMA's Digital Vision and also may facilitate the processing of your request.

Incomplete submissions will result in processing delays. For additional information regarding this form, including where to obtain the supporting documents listed above, please refer to the MT-1 Form Instructions located at http://www.fema.gov/plan/prevent/fhm/dl_mt-1.shtm.

Processing Fee (see instructions for appropriate mailing address; or visit http://www.fema.gov/fhm/frm_fees.shtm **for** the most current fee schedule)

Revised fee schedules are published periodically, but no more than once annually, as noted in the **Federal Register**. Please note: single/multiple lot(s)/structure(s) LOMAs are fee exempt. The current review and processing fees are listed below:

Check the fee that applies to your request:

- ☐ $325 (single lot/structure LOMR-F following a CLOMR-F)
- ☐ $425 (single lot/structure LOMR-F)
- ☐ $500 (single lot/structure CLOMA or CLOMR-F)
- ☐ $700 (multiple lot/structure LOMR-F following a CLOMR-F, or multiple lot/structure CLOMA)
- ☒ $800 (multiple lot/structure LOMR-F or CLOMR-F)

Please submit the Payment Information Form for remittance of applicable fees. Please make your check or money order payable to:
National Flood Insurance Program.

All documents submitted in support of this request are correct to the best of my knowledge. I understand that any false statement may be punishable by fine or imprisonment under Title 18 of the United States Code, Section 1001.

Applicant's Name (required): Stephen W. Boehning

Company (if applicable): COastal Waterways Design & Engineering LLC

Mailing Address (required):
1443 20th Street, Vero Beach FL 32960

Daytime Telephone No. (required): (772) 213-3408

E-Mail Address (optional): ☒ By checking here you may receive correspondence electronically at the email address provided):

Fax No. (optional):

Date (required) 08/07/2025

Signature of Applicant (required)

DEPARTMENT OF HOMELAND SECURITY - FEDERAL EMERGENCY MANAGEMENT AGENCY

ELEVATION FORM

O.M.B. NO. 1660-0015
Expires February 28, 2014

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 1.25 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing and submitting the form. This collection is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing this burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0015). **NOTE: Do not send your completed form to this address.**

This form must be completed for requests and must be completed and signed by a registered professional engineer or licensed land surveyor. **A DHS - FEMA National Flood Insurance Program (NFIP) Elevation Certificate may be submitted in lieu of this form for single structure requests.**

For requests to remove a structure on natural grade OR on engineered fill from the Special Flood Hazard Area (SFHA), submit the lowest adjacent grade (the lowest ground touching the structure), ***including an attached deck or garage***. For requests to remove an entire parcel of land from the SFHA, provide the lowest lot elevation; or, if the request involves an area described by metes and bounds, provide the lowest elevation within the metes and bounds description. All measurements are to be rounded to nearest tenth of a foot. In order to process your request, all information on this form must be completed ***in its entirety***. **Incomplete submissions will result in processing delays.**

1. NFIP Community Number: 120287 Property Name or Address: Founders Crossing

2. Are the elevations listed below based on ☐ ***existing*** or ■ ***proposed*** conditions? (Check one)

3. For the existing or proposed structures listed below, what are the types of construction? (check all that apply)
   ☐ crawl space ☐ slab on grade ☐ basement/enclosure ■ other (explain) This MT1 is not for structures, it is to remove area within the metes and bounds

4. Has DHS - FEMA identified this area as subject to land subsidence or uplift? (see instructions) ☐ Yes ■ No
   If yes, what is the date of the current re-leveling? / (month/year)

5. What is the elevation datum? ☐ NGVD 29 ■ NAVD 88 ☐ Other (explain)
   If any of the elevations listed below were computed using a datum different than the datum used for the effective Flood Insurance Rate Map (FIRM) (e.g., NGVD 29 or NAVD 88), what was the conversion factor?
   Local Elevation +/- ft. = FIRM Datum

6. Please provide the Latitude and Longitude of the most upstream edge of the ***structure*** (in decimal degrees to the nearest fifth decimal place):
   Indicate Datum: ☐ WGS84 ☐ NAD83 ☐ NAD27 Lat. . Long. .
   Please provide the Latitude and Longitude of the most upstream edge of the ***property*** (in decimal degrees to the nearest fifth decimal place):
   Indicate Datum: ■ WGS84 ☐ NAD83 ☐ NAD27 Lat. 27.364907 Long. -80.447728

Address	Lot Number	Block Number	Lowest Lot Elevation*	Lowest Adjacent Grade To Structure	Base Flood Elevation	BFE Source
See Attached Page 2 of 2						

This certification is to be signed and sealed by a licensed land surveyor, registered professional engineer, or architect authorized by law to certify elevation information. All documents submitted in support of this request are correct to the best of my knowledge. I understand that any false statement may be punishable by fine or imprisonment under Title 18 of the United States Code, Section 1001.

Certifier's Name: Stephen W. Boehning, PE, CFM	License No.: FL PE No. 52201	Expiration Date: 02/28/2027
Company Name: Coastal Waterways Design & Engineering LLC	Telephone No.: (772) 473-4099	
Email: steve@coastalwde.com	Fax No.	
Signature: Stephen W Boehning	Date: 08/07/2025	

* For requests involving a portion of property, include the lowest ground elevation within the metes and bounds description.
Please note: If the Lowest Adjacent Grade to Structure is the only elevation provided, a determination will be issued for the structure only.

Seal (optional)

Continued from Page 1.

Metes and Bounds Reference (MBR ID)	Existing Parcel Identification (Indian River County Property Appraiser)	Proposed Lot Number (See Attached Plan)	Block Number	Lowest Lot Elevation* (Portion - Metes & Bounds)	Lowest Adjacent Grade To Structure	Base Flood Elevation	BFE Source
1	Parcel I.D. 3304-700-0007-000-0	207 thru 220		19.5		18.6	FIRM/FIS
2	Parcel I.D. 3304-700-0007-000-0 and 0-7	221 thru 244		19.5		18.6	FIRM/FIS
3	Parcel I.D. 3304-700-0008-000-7	245 thru 264		19.5		18.6	FIRM/FIS
4	Parcel I.D. 3304-700-0008-000-7	344 thru 384		19.5		18.6	FIRM/FIS
5	Parcel I.D. 3304-700-0007-000-0 and 0-7	282 thru 302		19.5		18.6	FIRM/FIS
6	Parcel I.D. 3304-700-0008-000-7	265-281, 341-343		19.5		18.6	FIRM/FIS
7	Parcel I.D. 3304-700-0007-000-0 and 0-7	303 thru 321		19.5		18.6	FIRM/FIS
8	Parcel I.D. 3304-700-0008-000-7	322 thru 340		19.5		18.6	FIRM/FIS
9	Parcel I.D. 3304-700-0007-000-0	190 thru 206		19.5		18.6	FIRM/FIS
10	Parcel I.D. 3304-700-0007-000-0, 0-4 and 0-7	421 thru 442		19.5		18.6	FIRM/FIS
11	Parcel I.D. 3304-700-0007-000-4 and 0-7	398 thru 420		19.5		18.6	FIRM/FIS
12	Parcel I.D. 3304-700-0007-000-0 and 0-4	443 thru 451		19.5		18.6	FIRM/FIS
13	Parcel I.D. 3304-700-0007-000-0, 0-4 and 0-7	394-397,452-482		19.5		18.6	FIRM/FIS
14	Parcel I.D. 3304-700-0009-000-4	167 thru 189		19.5		18.6	FIRM/FIS
15	Parcel I.D. 3304-700-0009-000-4	568-571, 593-615		19.5		18.6	FIRM/FIS
16	Parcel I.D. 3304-700-0009-000-4	572 thru 592		19.5		18.6	FIRM/FIS
17	Parcel I.D. 3304-700-0007-000-4 and 0-7	386-393,483-516		19.5		18.6	FIRM/FIS
18	Parcel I.D. 3304-700-0009-000-4	517 thru 531		19.5		18.6	FIRM/FIS
19	Parcel I.D. 3304-700-0009-000-4	546 thru 567		19.5		18.6	FIRM/FIS
20	Parcel I.D. 3304-700-0009-000-4	66 thru 73		19.5		18.6	FIRM/FIS
21	Parcel I.D. 3304-700-0009-000-4	57 thru 65		19.5		18.6	FIRM/FIS

This certification is to be signed and sealed by a licensed land surveyor, registered professional engineer, or architect authorized by law to certify elevation information. All documents submitted in support of this request are correct to the best of my knowledge. I understand that any false statement may be punishable by fine or imprisonment under Title 18 of the United States Code, Section 1001.

Certifiers Name: Stephen W. Boehning, PE, CFM	License Number: FL PE No.: 52201	Expiration Date: 2/28/2027
Company Name: Coastal Waterways Design & Engineering LLC	Telephone Number: (772) 473-4099	
Email: steve@coastalwde.com	Fax Number:	
Signature: Stephen W. Boehning	Date: 8/7/2025	

Seal (optional)

* For requests involving a portion of property, include the lowest ground elevation within the metes and bounds description.
Please note: If the Lowest Adjacent Grade to Structure is the only elevation provided, a determination will be issued for the structure only.

DEPARTMENT OF HOMELAND SECURITY - FEDERAL EMERGENCY MANAGEMENT AGENCY

COMMUNITY ACKNOWLEDGMENT FORM

O.M.B. NO. 1660-0015
Expires February 28, 2014

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 1.38 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing and submitting the form. This collection is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing this burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0015). NOTE: Do not send your completed form to this address.

This form must be completed for requests involving the existing or proposed placement of fill (complete Section A) ***OR*** to provide acknowledgment of this request to remove a property from the SFHA which was previously located within the regulatory floodway (complete Section B).

This form must be completed and signed by the official responsible for floodplain management in the community. **The six digit NFIP community number and the subject property address must appear in the spaces provided below. Incomplete submissions will result in processing delays.** Please refer to the MT-1 instructions for additional information about this form.

Community Number: 120287 Property Name or Address: Founders Crossing

A. REQUESTS INVOLVING THE PLACEMENT OF FILL

As the community official responsible for floodplain management, I hereby acknowledge that we have received and reviewed this Letter of Map Revision Based on Fill (LOMR-F) or Conditional LOMR-F request. Based upon the community's review, we find the completed or proposed project meets or is designed to meet all of the community floodplain management requirements, including the requirement that no fill be placed in the regulatory floodway, and that all necessary Federal, State, and local permits have been, or in the case of a Conditional LOMR-F, will be obtained. For Conditional LOMR-F requests, the applicant has or will document Endangered Species Act (ESA) compliance to FEMA prior to issuance of the Conditional LOMR-F determination. For LOMR-F requests, I acknowledge that compliance with Sections 9 and 10 of the ESA has been achieved independently of FEMA's process. Section 9 of the ESA prohibits anyone from "taking" or harming an endangered species. If an action might harm an endangered species, a permit is required from U.S. Fish and Wildlife Service or National Marine Fisheries Service under Section 10 of the ESA. For actions authorized, funded, or being carried out by Federal or State agencies, documentation from the agency showing its compliance with Section 7(a)(2) of the ESA will be submitted. In addition, we have determined that the land and any existing or proposed structures to be removed from the SFHA are or will be reasonably safe from flooding as defined in 44CFR 65.2(c), and that we have available upon request by DHS-FEMA, all analyses and documentation used to make this determination. For LOMR-F requests, we understand that this request is being forwarded to DHS-FEMA for a possible map revision.

Community Comments:

Community Official's Name and Title: (*Please Print or Type*)		Telephone No.:
Harry E. Burton Floodplain Coordinator		772-344-4198
Community Name:	Community Official's Signature: (required)	Date:
City of Port St. Lucie		9/12/2025

B. PROPERTY LOCATED WITHIN THE REGULATORY FLOODWAY

As the community official responsible for floodplain management, I hereby acknowledge that we have received and reviewed this request for a LOMA. We understand that this request is being forwarded to DHS-FEMA to determine if this property has been inadvertently included in the regulatory floodway. We acknowledge that no fill on this property has been or will be placed within the designated regulatory floodway. We find that the completed or proposed project meets or is designed to meet all of the community floodplain management requirements.

Community Comments:

Community Official's Name and Title: (*Please Print or Type*)		Telephone No.:
Community Name:	Community Official's Signature (required):	Date:

FEDERAL EMERGENCY MANAGEMENT AGENCY

PAYMENT INFORMATION FORM

Community Name: City of Port St. Lucie

Project Identifier: Founders Crossing East

THIS FORM MUST BE MAILED, ALONG WITH THE APPROPRIATE FEE, TO THE ADDRESS BELOW OR FAXED TO THE FAX NUMBER BELOW.

Please make check or money order payable to the National Flood Insurance Program.

Type of Request:

- ☒ MT-1 application
- ☐ MT-2 application

LOMC Clearinghouse
847 South Pickett Street
Alexandria, VA 22304-4605
Attn.: LOMC Manager

- ☐ EDR application

FEMA Project Library
847 South Pickett Street
Alexandria, VA 22304-4605
FAX (703) 212-4090

Request No. (if known): _____ **Check No.:** _____ **Amount:** _____

☐ INITIAL FEE* ☐ FINAL FEE ☐ FEE BALANCE** ☐ MASTER CARD ☐ VISA ☐ CHECK ☐ MONEY ORDER

*Note: Check only for EDR and/or Alluvial Fan requests (as appropriate).

****Note: Check only if submitting a corrected fee for an ongoing request.**

COMPLETE THIS SECTION *ONLY* IF PAYING BY CREDIT CARD

CARD NUMBER EXP. DATE

☐☐☐☐ – ☐☐☐☐ – ☐☐☐☐ – ☐☐☐☐ ☐☐ – ☐☐

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 Month Year

_____ _____

Date Signature

NAME *(AS IT APPEARS ON CARD)*: _____
(please print or type)

ADDRESS: _____
(for your credit card receipt-please print or type) _____

DAYTIME PHONE: _____

CITY OF PORT ST. LUCIE
HEART OF THE TREASURE COAST

MEMORANDUM

TO: Bridget Kean, AICP, Planning & Zoning

FROM: Diana Spriggs, P.E., Assistant Director, Public Works *D.S.*

DATE: May 27, 2026

SUBJECT: P25-113 Founders Crossing Comprehensive Plan Amendment
Traffic Generation & Circulation Approval

This application and Traffic Impact Analysis Methodology prepared by Traffic & Mobility Consultants on January 8, 2026 has been reviewed by the Public Works Department and our 3rd party consultant of Kittelson & Associates, Kok Wan Mah. The transportation elements of the project included as conditions of approval were found to be in compliance with the adopted level of service and requirements of Chapter 156 of City Code, and Public Works Policy 19-01pwd. A more detailed traffic analysis will be required with the Planned Unit Development and Platting applications to fine tune the details of intersections, capacity, etc.

A full traffic analysis is not required at this time based on the nature of this Comprehensive Plan Amendment. The applicant is relocating the same uses and intensities over their same property boundaries.

As a part of the need to get roadway commitments as early as possible on new developments, City staff is recommending the following conditions of approval for this application:

1. Midway Road Requirements.
    a. Developer's obligations to the County with respect to traffic improvements for Midway Road are as set forth in that certain Contribution Agreement. A 20' City Utility easement on the south side of Midway Road will be conveyed to the City in a form reasonably agreeable to the City of Port St. Lucie, if said easement has not already been conveyed to the City.
2. McCarty Road Requirements.
    a. Within thirty-six(36) months following the issuance of any new PUD, or any amendment to the existing PUD for the Property, Developer will commence improvements to McCarty Road for approximately one (1) mile immediately

south of Midway Road to Newell Road for a two (2) lane roadway, in accordance with standard County road design specifications ("McCarty Road Segment").

b. The McCarty Road Segment shall not be eligible for credits against road impact fees.
c. A 20' City utility easement on the east side of McCarty Road will be conveyed to the City in a form reasonably agreeable to the City, if said easement has not already been conveyed to the City.
d. The Developer shall use commercially reasonable efforts to secure and convey a 20' City Utility easement on the west side of the McCarty Road Segment to the City ("West City Utility Easement"), in a form agreeable to the City.
e. The McCarty Road Segment must be complete from the project entrance on McCarty Road south to Newell Road within thirty-six (36) months from the approval of the first residential final plat for the Property, or by the 250th residential building permit being issued, whichever is sooner.

3. Newell Road Requirements.
    a. The right of way for Newell Road from the east boundary of the Property to McCarty Road must be conveyed to the City in fee simple no later than one hundred (120) days from approval of any new PUD or any amendment to the existing PUD for the Property.
    b. Concurrent with the conveyance of the right-of-way the applicant shall convey a 10' PUE on the north side of the right-of-way to public utilities in a form reasonably agreeable to the City of Port St. Lucie.
    c. Prior to issuance of any residential building permits (excluding residential building permits issued per builders at-risk policy), the segment of Newell Road from the east entrance of the Property connecting to Newell Road to Wylder Parkway shall be conveyed to the City in fee simple title, platted and open to the public as a two (2) lane roadway.
    d. Newell Road from the east entrance of the Property connecting to Newell Road to McCarty Road must be open to the public as a two (2) lane roadway prior to the issuance of the 250th residential building permit or within 36 months of the approval of the first residential plat within the Property, whichever is earlier. This improvement is not eligible for credits against road impact fees.

Exhibit “C” City Staff Recommended Conditions of Approval

City staff is recommending the following conditions of approval be included in the ordinance adopting the Founder’s Crossing Comprehensive Plan Amendment (P26-113).

1. Midway Road Requirements.
    a. Developer’s obligations to the County with respect to traffic improvements for Midway Road are as set forth in that certain Contribution Agreement. A 20’ City Utility easement on the south side of Midway Road will be conveyed to the City in a form reasonably agreeable to the City of Port St. Lucie, if said easement has not already been conveyed to the City.
2. McCarty Road. Requirements.
    a. Within thirty-six(36) months following the issuance of any new PUD, or any amendment to the existing PUD, for the Property, Developer will commence improvements to McCarty Road for approximately one (1) mile immediately south of Midway Road to Newell Road for a two (2) lane roadway, in accordance with standard County road design specifications (“McCarty Road Segment”).
    b. The McCarty Road Segment shall not be eligible for credits against road impact fees.
    c. A 20’ City utility easement on the east side of McCarty Road will be conveyed to the City in a form reasonably agreeable to the City, if said easement has not already been conveyed to the City.
    d. The Developer shall use commercially reasonable efforts to secure and convey a 20’ City Utility easement on the west side of the McCarty Road Segment to the City (“West City Utility Easement”), in a form agreeable to the City.
    e. The McCarty Road Segment must be complete from the project entrance on McCarty Road south to Newell Road within thirty-six (36) months from the approval of the first residential final plat for the Property, or by the 250th residential building permit being issued, whichever is sooner.
3. Newell Road Requirements.
    a. The right of way for Newell Road from the east boundary of the Property to McCarty Road must be conveyed to the City in fee simple no later than one hundred (120) days from approval of any new PUD or any amendment to the existing PUD for the Property.
    b. Concurrent with the conveyance of the right-of-way the applicant shall convey a 10’ PUE on the north side of the right-of-way to public utilities in a form reasonably agreeable to the City of Port St. Lucie.
    c. Prior to issuance of any residential building permits (excluding residential building permits issued per builders at-risk policy), the segment of Newell

Road from the east entrance of the Property connecting to Newell Road to Wylder Parkway shall be conveyed to the City in fee simple title, platted and open to the public as a two (2) lane roadway.

d. Newell Road from the east entrance of the Property connecting to Newell Road to McCarty Road must be open to the public as a two (2) lane roadway prior to the issuance of the 250th residential building permit or within 36 months of the approval of the first residential plat within the Property, whichever is earlier. This improvement is not eligible for credits against road impact fees.

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "Agreement") is made and entered into by and among the CITY OF PORT ST. LUCIE, a municipal corporation of the State of Florida (the "City") and KENCO COMMUNITIES AT PORT ST. LUCIE, INC., a Florida corporation ("Kenco").

W I T N E S S E T H

WHEREAS, the City is a Florida municipal corporation located within St. Lucie County, Florida; and

WHEREAS, Kenco owns certain real property in unincorporated St. Lucie County, Florida, as described in Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, approximately 1,280 feet of the Property's 3,973 feet eastern boundary adjoins the municipal boundary of the City; and

WHEREAS, therefore, a substantial part of a boundary of the Property is coterminous with a part of the municipal boundary of the City; and

WHEREAS, therefore, the Property is contiguous to the City; and

WHEREAS, Robert N. Klein, of Dean, Mead, Minton & Klein, as agent for Kenco, has filed a petition for voluntary annexation of the Property into the City dated September 15, 2003; which petition has been signed, ratified and adopted by Kenco; and

WHEREAS, Kenco desires to obtain for the Property the benefits and privileges of inclusion within the boundaries of the City which include the designation of the Property on the City's Future Land Use Map and the assignment of zoning categories to allow the most appropriate development of the Property and the provision of all services, facilities, and utilities as are available to all residents of the City; and

WHEREAS, the City has determined that the Property is concentrated in a single area; and

WHEREAS, annexation of the Property will not result in the creation of unincorporated areas being enclosed on all sides by a single municipality or by a single municipality and a natural or manmade obstacle that allows vehicular access only through unincorporated areas; and

WHEREAS, therefore, the annexation of the Property will not result in the creation of enclaves; and

WHEREAS, annexation of the Property will not result in the creation of either unincorporated or incorporated areas that are winding or turning; and

WHEREAS, therefore, annexation of the Property will not result in the creation of finger areas in a serpentine pattern; and;

WHEREAS, annexation of the Property will not result in the creation of either unincorporated areas that are isolated from other unincorporated areas or incorporated areas that are isolated from other incorporated areas; and

WHEREAS, therefore, annexation of the Property will not result in the creation of pockets; and

WHEREAS, therefore, the Property is reasonably compact; and

WHEREAS, the petition for annexation bears the signature of a person who is authorized to act on behalf of Kenco, the sole owner of the Property; and

WHEREAS, therefore, the petition of annexation bears the signatures of all owners of property in the area proposed to be annexed; and

WHEREAS, the annexation of the Property into the municipal boundaries of the City would be in the best interest of the City and the future residents of the Property; and

WHEREAS, Kenco and the City desire to establish certain development guidelines which specify the manner in which the Property will be developed; and

WHEREAS, Kenco desires to enter into this Agreement to memorialize its understanding and agreements with respect to the annexation, development and use of the Property; and

WHEREAS, upon Kenco's compliance with their respective obligations under this Agreement, the development of the Property will be consistent with the City's comprehensive plan and land development regulations; and

WHEREAS, Kenco and the City agree that it would be beneficial to the parties to initiate the development approval process prior to the effective date of the annexation to expedite development of the Property.

NOW, THEREFORE, in consideration of the mutual promises and other considerations contained herein, the parties hereto agree as follows:

1. **Recitations**. The recitations set forth above are true and correct and are incorporated herein by reference.

2. **Annexation**. On September 15, 2003, Kenco filed a voluntarily petition requesting the City to annex the Property into the municipal boundaries of the City. The parties shall take all actions necessary to effect the annexation of the Property in a timely manner in accordance with the procedures set forth in Section 171.044, Florida Statutes, and any other

applicable ordinances or regulations. It is the desire of all parties that the annexation be accomplished as rapidly as possible.

3. **Effective Date**. This Agreement shall become effective upon execution by both parties.

4. **Land Use**. Kenco proposes to develop the Property with no more than 875 residential dwelling units and up to 290,000 square feet of commercial, retail, professional office and/or institutional use, which Kenco initially believes will be allocated as follows: up to 180,000 square feet of commercial/retail; up to 30,000 square feet of office/showroom and up to 80,000 square feet of institutional use (collectively, the "Intended Uses"). Kenco has submitted a request to amend the City's Comprehensive Plan to include the Property and to assign land use designations to the Property to permit it to be developed with the Intended Uses. The City shall process said application in a timely manner in accordance with applicable statutes, ordinances and other regulations, and subject to paragraph 6 below.

5. **Zoning**. The City agrees that upon assigning the Property a City land use designation, the City shall process a rezoning application for the Property to PUD (Planned Unit Development) in accordance with the process required under the City's Code of Ordinances (the "Code") to permit the Intended Uses consistent with the land use designations. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, any rezoning shall accommodate and permit use of the Property for agriculture or agricultural related purposes until such time as a plat establishing subdivided lots for nonagricultural development is recorded in the Public Records of St. Lucie County, Florida for the Property.

6. **No Waiver of Police Power.** As provided above and otherwise herein, the parties recognize and agree that certain provisions of this Agreement will require the City and/or its boards, departments or agencies, acting in their governmental capacity, to consider certain changes in the City's Comprehensive Plan, zoning ordinances or other applicable City codes, plans or regulations, as well as to consider other governmental actions as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statute and City ordinances, including notice and hearing requirements, in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on applications for comprehensive plan changes and applications for other development. The parties further recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly in full accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public.

7. **Utilities**.

a. The City desires to provide municipal utility services to the Property, including water, wastewater and irrigation, and represents that the City has sufficient existing or planned plant capacity to provide same. The City acknowledges that Kenco may create one or more Community Development Districts ("CDD's") in accordance with the requirements of Chapter 190, Florida Statutes, to finance and construct utility infrastructure, and to finance,

construct, own and maintain other infrastructure, to and for the Property. Kenco shall have no right to own or operate a utility. The City agrees to provide wastewater and potable water service to the Property with a capacity sufficient to accommodate the Intended Uses, so long as Kenco pays its fair share of the cost. Pursuant to and consistent with Sections 63.16 and 63.22 of the Code, on or before development of the Property, Kenco shall install, or cause to be installed, at its sole cost and expense, the on-site water and wastewater transmission facilities to service the Property; provided, however, that to the extent such transmission facilities are upsized or looped at the City's request to serve additional property other than the Property, the City shall reimburse Kenco for that amount that exceeds its hydraulic share in a manner mutually acceptable to Kenco and the City. The parties agree that upon completion and acceptance by the City of the on-site water and wastewater lines, such lines shall be transferred to the City to be owned and maintained by the City in perpetuity. Kenco and City agree that the location and design of any transmission water or sewer lines and easements for same shall be located in areas mutually agreed upon by the parties.

b. The parties agree to negotiate in good faith to enter into appropriate agreements to ensure that the municipal utility services described above are available and constructed as contemplated herein to serve the Property. Said agreements shall include, but not be limited to, a developer's agreement which provides for Kenco's hydraulic share contribution and reservation of line and plant capacity.

8. **Stormwater.** The City and the CDD(s), when and if formed, shall enter into an interlocal agreement which shall provide for the rebate to such applicable CDD of 75% of the stormwater utility assessments collected by the City from the Property. Notwithstanding any regulations to the contrary, no portion of the Property, nor Kenco, shall be assessed for any stormwater utility assessment until (i) the Property has been platted for urban development, and (ii) the Property is no longer used for agriculture or agricultural related purposes. The parties agree that Kenco shall be responsible for its stormwater permitting and with respect to the Property, for compliance with all National Pollution Discharge Elimination System rules and regulations. The CDD(s), when and if formed, shall be responsible for the maintenance of the stormwater system. In no event shall the City be entitled to impose or collect stormwater utility fees or assessments allocable to the years 1993 through 1997 against or with respect to the Property.

9. **Transportation System; Special Assessment Program.**

a. Kenco acknowledges that the improvement (including road surface, drainage and utilities) of (i) McCarty Road to the south boundary of the Property (the "McCarty Improvements"), and (ii) together with other benefited property owners, Midway Road from I-95 to McCarty Road (the "Midway Improvements") may be necessary and desirable in connection with development of the Property for the Intended Uses. The City hereby finds and agrees that constructing the McCarty Improvements and the Midway Improvements, through a special assessment district created pursuant to Chapter 170, Florida Statutes, is appropriate.

b. Upon written request by Kenco, the City agrees, as expeditiously as possible and in accordance with Chapter 170, Florida Statutes, to create a special assessment

district for the financing of the McCarty Improvements and/or the Midway Improvements for properties which will be specially benefited by such improvements and to include the Property in such special assessment district, such that such specially benefited properties shall each bear their pro-rata share of the cost of such improvements based on a reasonable formula and/or allocation.

c. In the event a special assessment district is created, Kenco hereby agrees to the inclusion of the Property into the special assessment district created by the City for the financing of the McCarty Improvements and/or the Midway Improvements which will specially benefit the Property and any other property benefited by such improvements.

d. Kenco agrees to provide the City an engineer's report(s) establishing the properties which would be specifically benefited by the levying of a special assessment for construction of the McCarty Improvements and/or the Midway Improvements; provided, however, that Kenco agrees that the Pony Pines Subdivision shall not be specifically benefited and therefore not required to pay for such improvements. Kenco further agrees to design the facilities identified in the engineer's report(s), which design shall be in accordance with the City's or County's standards, as applicable. The City agrees that Kenco shall be reimbursed from special assessment funds for the costs of each engineer's report, the design of the facilities identified as needed in the engineer's reports, and any other eligible costs advanced by Kenco.

e. The City agrees that the location and design of any stormwater management facilities to be constructed within an area of the Property shall be subject to the approval of Kenco.

f. Both the City and Kenco desire that the annexation of the Property and if requested by Kenco, the levying of any special assessment for financing the McCarty Improvements and/or the Midway Improvements, and the construction of the improvement are accomplished as rapidly as possible. In that regard, the City and Kenco anticipate that if the special assessments are levied, the McCarty Improvements and/or the Midway Improvements will be completed concurrent with the development of the Property.

g. The City and Kenco acknowledge that they intend to enter into a new capacity agreement, or amend the Capacity Agreement attached hereto as Exhibit "B", ensuring the adequate provision of public roads to serve the Property, reserving traffic capacity and providing for traffic concurrency as a result of the construction of the McCarty Improvements and/or the Midway Improvements.

h. The City and Kenco understand and acknowledge that McCarty Road and Midway Road are owned and maintained by St. Lucie County. The City agrees to negotiate and enter into an interlocal agreement or agreements with St. Lucie County authorizing the McCarty Improvements and/or the Midway Improvements pursuant to the special assessment district and to include any property specifically benefited to be assessed for such improvements.

i. To the extent that additional agreements are necessary to provide more specificity regarding the obligations and time periods referenced in this Section 9, the City and Kenco agree to negotiate in good faith to enter into appropriate agreements providing for same.

10. **Impact Fees.** The City agrees to support Kenco's request for its proportionate share of transportation impact fee credits available pursuant to the construction of, and/or land dedications for, the Midway Improvements. To the extent that the City imposes current or future impact fees applicable to future development within the Property, including but not limited to those for transportation, parks and schools, the City agrees that it may provide credit to Kenco against such impact fees for the value of public improvements constructed, or paid for, by Kenco, for funding contributions to public improvements made by Kenco.

11. **Taxation and Assessments.** The City acknowledges that the Property is used for agricultural purposes and in the past has benefited by a Greenbelt Exemption for ad valorem tax purposes (the so-called "agricultural exception"). The City agrees to support Kenco's receipt of a Greenbelt Exemption for the Property, or such undeveloped portion thereof, as the case may be, as long as the Property, or such undeveloped portion, is being used for agricultural purposes or agricultural related purposes prior to non-agricultural development. Further, the City agrees that the Property can be used for agriculture or agricultural related purposes after annexation.

12. **Payment for Public Facilities.** In addition to the amount due hereunder from Kenco for utilities set forth in paragraph 7 above, Kenco agrees to pay the City One Million Dollars ($1,000,000.00) as consideration to ensure that adequate public facilities (excluding water, wastewater and irrigation) exist to serve the Property and to provide concurrency for the Intended Uses. Kenco shall pay the foregoing amount to the City one (1) day prior to the date on which the City holds the public hearing for the second reading of the ordinance annexing the Property into the City (the "Annexation Ordinance"); provided, however, that title to said funds shall not vest in the City unless and until the Annexation Ordinance is approved by the City Council and the Annexation Ordinance becomes effective; provided, further, however, that in the event the Annexation Ordinance is challenged and a court of competent jurisdiction, or arbitration or mediation panel in a binding process, issues an order invalidating the Annexation Ordinance and/or the annexation of the Property, the City agrees to pay One Million Dollars ($1,000,000.00) to Kenco within ten (10) days following the date that such order becomes final and non-appealable. The parties agree to enter into a Capacity Agreement, in form and content substantially similar to that attached hereto as Exhibit "B" and made a part hereof, which will address the foregoing payment to the City and which will constitute a vested rights determination for concurrency purposes.

13. **Time of the Essence.** The parties hereto covenant that time is of the essence and each party shall immediately commence all actions necessary to fulfill their respective obligations under this Agreement.

14. **Severability.** If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional in any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

15. **Successors and Assigns**. The obligations imposed and entitlements created pursuant to this Agreement shall run with and bind the Property as covenants running with the land. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns, heirs and personal representatives; provided, however, that references herein to Kenco shall mean and refer only to Kenco. The obligations of Kenco may be assigned in whole or part to one or more property owners associations or to the CDD(s), if formed, and in such event, Kenco shall thereafter be relieved of future obligation for such assigned obligations hereunder.

16. **Attorneys' Fees**. Should any party to this Agreement bring an action against any other party to enforce any provision of this Agreement, the prevailing party in said action shall be entitled to recover its reasonable attorneys' fees and court costs in all trial and appellate proceedings.

17. **Recording**. The City shall record this Agreement with the Clerk of the Circuit Court for St. Lucie County within fourteen (14) days after the City executes the Agreement.

18. **Entire Agreement.** This Agreement contains and sets forth all of the promises, covenants, agreements, conditions and understandings between the parties with respect to the subject matter of the Agreement as of the date hereof.

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

20. **Governing Law**. This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation between the parties related to this Agreement shall be St. Lucie County, Florida.

21. **Amendment**. This Agreement shall not be changed, modified or amended except by an instrument in writing and executed by all parties with the same formality and or equal dignity herewith. The parties agree that this Agreement may be amended, subject to the City's reasonable approval, to include other property adjacent to the Property provided such other property satisfies all requirements for voluntary annexation set forth in Chapter 171, Florida Statutes.

22. **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given either (i) when delivered in person to the persons designated hereinbelow for that purpose, (ii) upon delivery to an overnight courier (e.g. Federal Express, Airborne) as evidenced by the sender's copy, addressed as set forth hereinbelow; (iii) upon mailing by United States certified mail, return receipt requested, postage paid, to such address. Such notice shall be deemed received, when either (i) delivered in person to the agents designated hereinbelow for that purpose, (ii) on the first business day after delivery to an overnight courier (e.g. Federal Express, Airborne) as evidenced by the sender's copy, addressed as set forth hereinbelow, or (iii) three (3) days after deposited in the United States Mail, by

certified mail, postage prepaid, return receipt requested, addressed to the other party. The addresses of the parties are as follows:

CITY:

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attn: City Manager

With Copy To:

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attn: City Attorney

KENCO:

Kenco Communities at Port St. Lucie, Inc.
1000 Clint Moore Road
Suite 110
Boca Raton, FL 33487
Attn: Ken Endelson and Richard Finkelstein

With Copy To:

Dean J. Borg
Senior Vice President
Kenco Communities, Inc.
105 Isle Verde Way
Palm Beach Gardens, FL 33418

and

Dean, Mead, Minton & Klein
1903 S. 25th Street
Suite 200
Fort Pierce, FL 34947
Attn: Robert N. Klein, Esq.

23. **Effective Date**. The "Effective Date" of this Agreement shall be the date the last party signs this Agreement.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature; Kenco signing by and through its duly authorized representative and the City through its City Council, signing by and through its Mayor, authorized to execute same by City Council action on the 26th day of January, 2004.

CITY:
CITY OF PORT ST. LUCIE

ATTEST:

City Clerk

By: _____
Robert E. Minsky, Mayor

Date: 1-29-04

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

KENCO:
KENCO COMMUNITIES AT PORT ST. LUCIE, INC.

By: _____

Print Name: Richard Finkelstein

Its: President

[Corporate Seal]

Date: 1-26-04

F0021696v4

STATE OF FLORIDA)
) SS:
COUNTY OF ~~PALM BEACH~~ ST. LUCIE)

The foregoing instrument was acknowledged before me this 28th day of January, 2004, by Robert E. Minsky as Mayor of the **CITY OF PORT ST. LUCIE**, a Florida municipality, on behalf of the City of Port St. Lucie, Florida. He/She personally appeared before me, is personally known to me, or has produced _____ as identification.

OFFICIAL NOTARY SEAL
KAREN ANN PHILLIPS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD057926
MY COMMISSION EXP. OCT. 7,2005

[NOTARIAL SEAL]

Notary: Karen A. Phillips
Print Name: Karen A. Phillips
Notary Public, State of Florida
My commission expires: 10-7-05

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

The foregoing instrument was acknowledged before me this 26 day of JANUARY, 2004, by RICHARD FINKELSTEIN as PRESIDENT of **KENCO COMMUNITIES AT PORT LUCIE, INC.**, a Florida corporation, on behalf of the corporation. He/She personally appeared before me, is personally known to me, or has produced _____ as identification.

[NOTARIAL SEAL]

Judy Matthews-Gray
My Commission DD199882
Expires April 24, 2007

Notary: Judy Matthews-Gray
Print Name: JUDY MATTHEWS-GRAY
Notary Public, State of Florida
My commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Exhibit "A"

PARCEL 1:

The Southeast Quarter (SE 1/4) of Section Five (5), Township Thirty-six (36) South, Range Thirty-nine (39) East, EXCEPTING THEREFROM all rights-of-way for drainage canals and public roads.

PARCEL 2:

Lots 1 to 16 inclusive in SW1/4, a subdivision of all of Section 4, Township 36 South, Range 39 East, and the N1/2 of the NW1/4 of Section 9, Township 36 South, Range 39 East, LESS canals and road rights-of-way.

TOGETHER WITH:
The North 40 feet of the S 1/2 of the NW1/4 of Section 9, Township 36 South, Range 39 East, LESS the following rights-of-way:

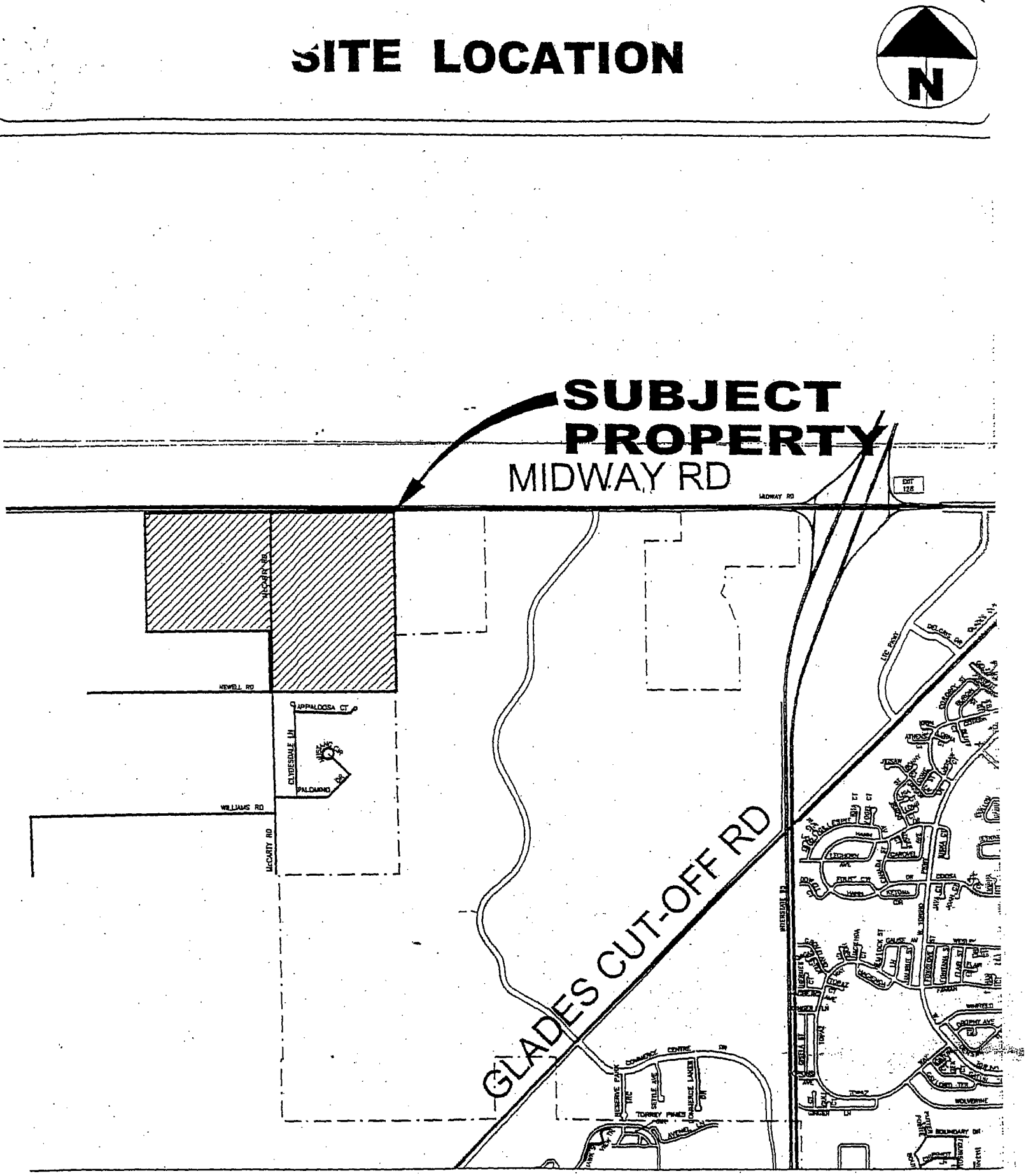
(1) The West 48 feet thereof for North St. Lucie River Drainage District Canal #90;
(2) The East 50 feet of the West 98 feet thereof for McCarty Road; and
(3) The East 46 feet thereof for North St. Lucie River Drainage District Canal #91;

LESS AND EXCEPTING THEREFROM:

Commencing at the Southwest corner of Section 9, Township 36 South, Range 39 East, run S 89°39'55" E along the South line of said Section 9, a distance of 124.5 feet to a point on the East right-of-way line of McCarty Road; thence run North 3946.54 feet to the Point of Beginning.

From the Point of Beginning, continue North 40.0 feet to a concrete monument; thence run S 88°21'10" E a distance of 2551.20 feet to a concrete monument; thence run N 89°15' W a distance of 2550.36 feet to the Point of Beginning.

SITE LOCATION



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.
PREPARED BY: GIS/DATA MANAGEMENT

ANNEXATION
KENCO COMMUNITIES
UNINCORPORTATED ST LUCIE CO

DATE: 1/2/04
APPLICATION NUMBER: P03-354
CADD FILE NAME: P03-354
SCALE: 1"=270(

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3420298 OR BOOK 3152 PAGE 2000, Recorded 12/10/2009 at 03:48 PM

Prepared by and to be returned to:
W. Lee Dobbins, Esq.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947

UNOFFICIAL COPY

FIRST AMENDMENT TO AGREEMENT FOR CONTRIBUTION OF SCHOOL SITE

THIS FIRST AMENDMENT TO AGREEMENT FOR CONTRIBUTION OF SCHOOL SITE ("Agreement") is made and entered into this 17th day of November, 2009, by and between the SCHOOL BOARD OF ST. LUCIE COUNTY ("School Board") and MIDWAY DEVELOPMENT EAST, INC., a Florida corporation ("MDE").

WITNESSETH

WHEREAS, pursuant to the Agreement for Contribution of School Site dated May 26, 2009, and recorded in Official Records Book 3096, Page 535, of the Public Records of St. Lucie County, Florida ("Contribution Agreement"), MDE has agreed to donate and convey to the School Board certain real property defined therein as the School Parcel, and a related easement defined therein as the Road Easement; and

WHEREAS, MDE and the City have agreed that it is in the best interests of the parties hereto to amend the terms and conditions of the Contribution Agreement to delay the conveyance of the School Parcel and the Road Easement, as more specifically set forth herein below; and

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties, and in consideration of the benefits to accrue to each, the parties agree as follows:

1. **Accuracy of Recitals.** The above recitals are true and correct and incorporated herein.

2. **Condition Precedent.** Paragraphs 6(b) and (c) of the Contribution Agreement are hereby deleted. MDE and the School Board hereby acknowledge that the Condition Precedent identified in Paragraph 6 of the Contribution Agreement has occured.

3. **Impact Fee Credit Waiver.** The last sentence of paragraph 8(a) of the Contribution Agreement is hereby deleted and the following is subsituted in lieu thereof:

> Upon the conveyance of the School Parcel to the School Board, MDE shall execute the Educational Facilities Impact Fees Credit Waiver attached hereto and made a part hereof as **Exhibit "C"**, and record it in the public records of St. Lucie County.

4. **Conveyance.** The following paragraph 12 is hereby added to the end of the Contribution Agreement:

> 12. **Conveyance.** MDE shall convey the School Parcel and the Road Easement to the School Board upon the earlier to occur of either, (a) the platting of the School Parcel and of Newell Road adjacent to the School Parcel, or (b) December 31, 2017, provided, however, that MDE and the School Board may elect to extend the foregoing deadline by mutual written agreement.

5. **Full Force & Effect.** Except as otherwise expressly set forth herein, all provisions of the Contribution Agreement shall remain in full force and effect as amended hereby.

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

COPY

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

MIDWAY DEVELOPMENT EAST, INC., a Florida corporation

By: _____
Dean J. Borg, Authorized Representative

Date: 10/19/09

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of October, 2009, by Dean J. Borg, as authorized representative of MIDWAY DEVELOPMENT EAST, INC., a Florida corporation, who ☒ is personally known to me or ☐ has produced N/a as identification.

STACY HUNT
Comm# DD0596147
Expires 9/18/2010
Florida Notary Assn., Inc

_____
Notary Public, State of Florida
Print Name: STACY HUNT
My Commission Expires: 9/18/2009

ATTEST:

_____
Michael J. Lannon,
Superintendent and Ex-Officio Secretary

SCHOOL BOARD OF ST.LUCIE COUNTY

By: _____
Chairman Troy Ingersoll

UNOFFICIAL COPY

F0101676v2

C08-[illegible]-537

EDWIN M. FRY, Jr CLERK OF THE CIRCUIT COURT
SAINT LUCIE CO
FILE # 3279378 11/17/2008 at 08:44 AM
OR BOOK 3033 PAGE 1644 - 1663 Doc Type: AGR
RECORDING: $171.50

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
Post Office Box 2757
Fort Pierce, Florida 34954
(772) 464-7700

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the "Agreement") is hereby entered into by and between ST. LUCIE COUNTY, a political subdivision of the State of Florida (the "County") and KENCO COMMUNITIES AT PORT ST. LUCIE, INC., a Florida corporation ("Kenco").

WITNESSETH:

WHEREAS, the County and Kenco entered into that certain Settlement Agreement (the "Agreement") dated November 18, 2004 and attached hereto and made a part hereof as **Exhibit "A"**, as amended by that certain First Amendment to Settlement Agreement (the "First Amendment") dated December 23, 2005 and attached hereto and made a part hereof as **Exhibit "B"**, providing for the payment of certain voluntary contributions by Kenco to the County for the cost to improve Midway Road and to mitigate the impact of Kenco's development on Midway Road, located on the real property described in **Exhibit "C"**, attached hereto and made a part hereof (the "Property"); and

WHEREAS, pursuant to Section I, Paragraph 4 of the Agreement, Kenco delivered to the County a Letter of Credit in the amount of $1,750,000.000 (the "Letter of Credit"); and

WHEREAS, pursuant to Section II of the Agreement, entitled "Conditions Precedent", the County is obligated to return the Letter of Credit to Kenco, upon delivery by Kenco to the County of, (a) a written request that the County return to Kenco the Letter of Credit (the "Written Request"), and (b) execution of a "Contribution Agreement", containing terms and conditions that are mutually and reasonably satisfactory to the County and Kenco; and

WHEREAS, Kenco delivered the Written Request to the County on August 13, 2008; and;

NOW THEREFORE, in consideration of Ten Dollars ($10.00) in hand paid, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. In accordance with Section I, Paragraphs 3 and 7 of the Agreement, Kenco shall pay a voluntary contribution of Two-Thousand Dollars ($2000.00) per residential unit at the time of application for a building permit for each residential unit constructed on the Property, provided however, that the foregoing obligation shall be subject to the provisions of Paragraph 1 of the First Amendment.

2. Any voluntary contribution paid by Kenco to the County pursuant to Paragraph 1 above, shall be utilized in accordance with the provisions of Section I, Paragraph 5 of the Agreement.

3. This Contribution Agreement shall not be interpreted to limit the County's ability to collect Road Impact Fees as provided in the County's impact fee ordinances, provided however, that such Road Impact Fees shall be credited against Kenco's obligation to pay the County a Voluntary Contribution as more specifically set forth in Paragraph 1 of the First Amendment.

4. The County shall deliver the Letter of Credit to Kenco within ten (10) days after the execution of this Contribution Agreement by Kenco and the County.

5. All provisions of the Agreement and the First Amendment shall remain in full force and effect.

6. Should any litigation arise between, among or involving any of the parties concerning or arising out of this Agreement, including, but not limited to, actions for damages, specific performance, declaratory, injunctive or other relief, and whether at law or in equity, and including appellate and bankruptcy proceedings as well as at the trial level, the prevailing party in any such litigation or proceeding shall be entitled to recover reasonable attorneys' fees and costs for same.

7. Upon execution by the parties hereto, this Contribution Agreement shall be recorded in the public records of St. Lucie County, and shall be binding upon Kenco's and the County's successors and assigns in accordance with Section IV of the Agreement, entitled "Successors".

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Contribution Agreement on the date shown below the signature of each.

ATTEST:

Deputy Clerk

COUNTY:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

By: _____
Vice - Chairman

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
County Attorney

Date: 10-28-08

KENCO:

KENCO COMMUNITIES AT PORT ST. LUCIE, INC.

By: _____
Print Name: _____
Its: _____

Date: 10/3/08

[Corporate Seal]

EXHIBIT "A"

SETTLEMENT AGREEMENT

EXHIBIT "A"

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT, IN AND FOR ST. LUCIE COUNTY, FLORIDA APPELLATE DIVISION

ST. LUCIE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs. CIRCUIT CASE NO.: 04-CA-000377 (PC)

CITY OF PORT ST. LUCIE, a municipal corporation,

Respondent,

and

KENCO COMMUNITIES AT PORT ST. LUCIE, INC., a Florida corporation; and LENNAR HOMES, INC., a Florida corporation,

Intervenors.

_____/

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between St. Lucie County, a political subdivision of the State of Florida, (the "County") and Kenco Communities at Port St. Lucie, Inc., a Florida corporation ("Kenco").

WITNESSETH

WHEREAS, an action is pending in the Circuit Court of the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, Case No. 04-CA-000377(PC) (the "Action"); and

{00001140.7}

WHEREAS, Kenco has been granted leave by the St. Lucie Circuit Court to intervene in the Action; and

WHEREAS, the County has requested the Court in the Action to quash an administrative order and ordinance of the City of Port St. Lucie, a Florida municipal corporation ("City"), authorizing the annexation of land located in the County owned by Kenco and which is vital to the developmental plans of Kenco, said land more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, Kenco and the County agree that it is in their best interest to amicably resolve their differences, without the need for further litigation and expense; and

NOW THEREFORE, in consideration on the promises herein contained, the County and Kenco agree as follows:

I. OBLIGATIONS AND REPRESENTATIONS

1. Within thirty-six (36) months following the issuance of final development permit approvals by the City of Port St. Lucie, Kenco will commence improvements to McCarty Road for approximately one (1) mile immediately south of Midway Road to Newell Road for a two-lane roadway section in accordance with standard County road design specifications. These improvements shall not be eligible for credits against road impact fees.

2. The County understands that Kenco is endeavoring to organize the formation of a voluntary financing mechanism (the "Mechanism") for the funding for design and construction of the improvements to approximately 4.5 miles of Midway

X RF

Road west of I-95 to State Road 70 (Okeechobee Road), or such portion thereof, to create a four-lane boulevard section, with utilities consistent with applicable laws.

3. If a request to create the Mechanism is not delivered to the County within 48 months of the date of this Agreement, Kenco will pay a voluntary contribution of $2,000.00 per residential unit (estimated to total $1,750,000.00 based upon 875 projected residential units) to the County for the cost to improve Midway Road. The actual cost will be based on the number of approved units pursuant to Kenco's final site plan for the Property. There will be no additional fee or contribution applicable to non-residential uses on the Property. This contribution shall not be eligible for credits against road impact fees. Kenco shall have the right to connect to County roads to provide access to the Property, subject to issuance of driveway permit(s) (which shall not be unreasonably withheld or delayed) in accordance with standard County rules and regulations, without the payment of fees other than as shall be required to submit the application for such permit(s) and without the obligation to construct or pay for any non-site related transportation improvements.

4. Kenco will secure its obligation to pay the County pursuant to Paragraph 3 above by delivery to the County of a letter of credit, in form and content reasonably agreeable to the County, in the amount of $1,750,000.00 (the "Letter to Credit") within sixty (60) days from the date of this Agreement. Upon either (x) creation of the Mechanism and levy of any assessment provided for therein, or (y) payment by Kenco pursuant to Paragraph 3 above, the Letter of Credit will be immediately returned to Kenco.

5. Any money received by the County from Kenco pursuant to this Agreement, whether by payment from Kenco or drawdown on the Letter of Credit by the County, shall reduce Kenco's proportionate share pursuant to the Mechanism, if created, or be applied by the County expeditiously either to purchase right of way for, or to construction of improvements to, Midway Road west of I-95, if no Mechanism is created.

6. Kenco agrees to reserve a sufficient portion of the Property, as reasonably determined by the County, for additional right of way for both Midway Road and McCarty Road; provided, however, that such reserved area shall not exceed one hundred (100) feet wide along Midway Road nor sixty (60) feet wide along McCarty Road. Kenco will receive no direct monetary compensation for this right of way, but as to the dedication of right of way along McCarty Road, if Kenco shall apply for impact fee credits for donation of right of way that is non-site related against the impact fees collected by the County for building permits issued for construction on the Property, the County agrees to grant such credits in accordance with the County's ordinances.

7. Kenco may develop additional properties in the future with access to Midway Road west of I-95 and address the impact of same upon Midway Road by the payment of the then current road impact fee, plus the voluntary contribution of an additional amount per residential home calculated based upon the same criteria utilized to determine the payment per unit hereunder, not to exceed $2,000 per unit, up to a maximum of 1,500 additional residential units. Kenco shall have the rights set forth in this Paragraph 7 for a period of time not to exceed 72 months from the date of this Agreement. There will be no additional fee or contribution applicable to non-residential uses on any additional properties. The provisions of this Paragraph 7 shall only address

the impact of traffic for such additional properties and shall not act in any way as a waiver by the County of any rights available to it by law with regard to development of such additional future properties.

8. On or before 12:00 p.m. on November 22, 2004, the County will send by telefax and US Mail the letter, attached hereto as Exhibit "B" and made a part hereof, to the Florida Department of Community Affairs ("DCA").

9. Upon receipt by the County of the Letter of Credit, the County will file the appropriate pleadings necessary to dismiss and/or withdraw the Action in all respects as to Kenco, including the County's request that Port St. Lucie Ordinance 03-169 authorizing the annexation of Kenco's property be quashed. Each party will bear its own fees and costs.

II. CONDITIONS PRECEDENT

Kenco's obligations set forth above are conditioned upon (a) approval of Kenco's pending land use amendment for the Property by DCA, (b) Kenco receiving final site plan approval from the City, for the construction of not less than 680 residential units, and (c) all appeals periods for the foregoing expiring without any appeal having been filed. In the event (i) the foregoing conditions are not satisfied within 18 months following the date of this Agreement (the "Deadline"), or (ii) no request to create the Mechanism is delivered to the County, or if delivered, the Mechanism is not created, then Kenco shall have the right to request, in writing, the return of the Letter of Credit. If Kenco makes such request, the County shall return the Letter of Credit to Kenco, upon delivery by Kenco to the County of the "Contribution Agreement" (as defined below). Notwithstanding the foregoing, Kenco shall have the right to unilaterally extend the

Deadline (not to exceed an additional 24 months) upon written notice to the County of same, in which event the foregoing sentence shall apply to the Deadline, as extended. The Contribution Agreement shall provide, upon terms and conditions that are mutually and reasonably satisfactory to the County and Kenco, that the County shall be paid $2,000.00 at application for building permit for each residential unit constructed on the Property in addition to the then existing road impact fee. The Contribution Agreement shall be recorded in the public records to be binding upon successor and assigns in accordance with the provisions of Article IV below.

III. FURTHER ASSISTANCE AND ASSURANCES

The County and Kenco shall hereafter both timely execute all documents and do all acts necessary, convenient or desirable to effect the provisions of this Agreement, including the review by the County of plans and specifications. Planning, design, engineering and construction of improvements to all roads shall reasonably conform to applicable standards of the County.

IV. SUCCESSORS

The provisions of this Agreement shall be deemed to obligate, extend to, and inure to the benefit of and be a burden on the County and Kenco (with regard to the Property), their heirs, successors, assigns, transferees, grantees, and indemnitees, whether voluntarily or involuntarily, and shall run with the Property. In the event the Property is subdivided or split into more than one parcel, then each parcel shall share pro rata in the benefits and burdens of this Agreement based on the number of residential units approved for each parcel.

V. INTERPRETATION

This Agreement shall be interpreted and enforced under and governed by the laws of the State of Florida. Any change or modification to this Agreement shall be made in writing and with the consent of all parties to the Agreement.

VI. SEVERANCE

If any provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted; and neither such provision, nor its severance and deletion, shall affect the validity of the remaining provisions.

VII. INTEGRATION

This Agreement (after full execution and delivery) memorializes and constitutes the entire agreement and understanding between the County and Kenco and supersedes and replaces all prior negotiations, proposed agreement and agreements, whether written or unwritten. The parties acknowledge that no other party, nor any agent or attorney of any other party, has made any promise, representation, or warranty whatsoever.

VIII. ENFORCEABILITY

In the event any party hereto shall commence legal proceedings against the other to enforce the terms hereof, or to declare rights hereunder, as the result of a breach of any covenant or condition of this Agreement, the prevailing party in such proceeding shall be entitled to recover from the losing party its cost of suit, including reasonable attorney's fees, as may be fixed by the Court.

IX. VENUE

Venue for any legal proceeding in this matter shall be in St. Lucie County.

X. NOTICES

Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by hand delivery, by certified U.S. mail, return receipt requested or by overnight courier, as follows:

If to Kenco:	Dean Borg Kenco Communities, Inc. 105 Isle Verde Way Palm Beach Gardens, FL 33418
With copy to:	Klein & Dobbins, P.L. 805 Virginia Avenue Suite 25 Fort Pierce, FL 34982 Attn: Robert N. Klein, Esq.
If to County:	St. Lucie County c/o County Attorney's Office 2300 Virginia Avenue Fort Pierce, FL 34982

XI. COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall become effective when such counterparts have been executed by each of the parties.

The signatories to this Agreement represent that they have read and understand the foregoing provisions and are fully authorized and competent to enter into this Agreement.

[Signature Pages to Follow]

COUNTY:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

ATTEST:

By: _____
Chairman

Deputy Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
County Attorney

Date: 11/15/04

KENCO:

KENCO COMMUNITIES AT PORT ST. LUCIE, INC.

By: _____
Print Name: Richard Finkelstein
Its: President

Date: 11/18/04

[Corporate Seal]

{00001140.7}

Exhibit "A"

LEGAL DESCRIPTION KENCO EAST

(ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA)

PARCEL 1:

THE SOUTHEAST QUARTER OF SECTION FIVE (5), TOWNSHIP THIRTY-SIX (36) SOUTH, RANGE THIRTY-NINE (39) EAST.

EXCEPTING THEREFROM ALL RIGHTS-OF-WAY FOR DRAINAGE CANALS AND PUBLIC ROADS.

PARCEL 2:

LOTS 1 TO 16 INCLUSIVE IN SW ¼, A SUBDIVISION OF ALL OF SECTION 4, TOWNSHIP 36 SOUTH, RANGE 39 EAST, AND THE N ½ OF THE NW ¼ OF SECTION 9, TOWNSHIP 36 SOUTH, RANGE 39 EAST, LESS CANALS AND ROAD RIGHTS-OF-WAY.

THE NORTH 40 FEET OF THE S ½ OF THE NW ¼ OF SECTION 9, TOWNSHIP 36 SOUTH, RANGE 39 EAST, LESS THE FOLLOWING RIGHTS-OF-WAY:

(1) THE WEST 48 FEET THEREOF FOR NORTH ST. LUCIE RIVER DRAINAGE DISTRICT CANAL #90;
(2) THE EAST 50 FEET OF THE WEST 98 FEET THEREOF FOR McCARTY ROAD; AND
(3) THE EAST 46 FEET THEREOF FOR NORTH ST. LUCIE RIVER DRAINAGE DISTRICT CANAL # 91;

LESS AND EXCEPTING THEREFROM:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 36 SOUTH, RANGE 39 EAST, RUN S89°37'55"E ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 124.5 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF McCARTY ROAD; THENCE RUN NORTH 3946.54 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, CONTINUE NORTH 40.0 FEET TO A CONCRETE MONUMENT; THENCE RUN S88°21'10"E A DISTANCE OF 2551.20 FEET TO A CONCRETE MONUMENT; THENCE RUN N89°15'W A DISTANCE OF 2550.36 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

EXHIBIT "B"

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

12/23/05

THIS FIRST AMENDMENT TO SETTLEMENT AGREEMENT (the "Amendment") is hereby entered into by and between ST. LUCIE COUNTY, a political subdivision of the State of Florida (the "County") and KENCO COMMUNITIES AT PORT ST. LUCIE, INC., a Florida corporation ("Kenco").

WITNESSETH:

WHEREAS, the County and Kenco entered into that certain Settlement Agreement (the "Agreement") dated November 18, 2004, providing for the payment of certain voluntary contributions by Kenco to the County for the cost to improve Midway Road and to mitigate the impact of Kenco's development on Midway Road; and

WHEREAS, on or about September 6, 2005, the County adopted Ordinance No. 05-030, providing for road impact fees to be levied upon new residential construction within the City of Port St. Lucie (the "Road Impact Fees"); and

WHEREAS, due to the imposition of these Road Impact Fees, the County and Kenco have deemed it appropriate to amend and clarify the terms of the Agreement, so that Kenco does not pay double fees to the County for the impact of its development, as provided hereinbelow.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) in hand paid, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Any Road Impact Fees paid by Kenco to the County with respect to the Property, or any additional properties with access to Midway Road west of I-95, shall be credited against Kenco's obligation to pay the County a voluntary contribution pursuant to Paragraphs 3 and 7 of the Agreement (the "Voluntary Contribution"), such that if the Road Impact Fee paid is greater than the Voluntary Contribution amount, no Voluntary Contribution will be paid, and if the Road Impact Fee paid is less than the Voluntary Contribution amount, the difference shall still be due and payable by Kenco in accordance with Paragraphs 3 and 7 of the Agreement. (**Example 1:** If Kenco is obligated by the Agreement to pay the County a Voluntary Contribution of $2,000.00 per home with respect to the development of a property, and Kenco is also obligated to pay Road Impact Fees in the amount of $2,059.00 per home with respect to the same property, then payment of such Road Impact Fees shall be credited against Kenco's obligation to pay the Voluntary Contribution, thereby eliminating Kenco's obligation to pay any Voluntary Contribution with respect to such property.) (**Example 2:** If Kenco is obligated by the Agreement to pay the County a Voluntary Contribution of $2,000.00 per home with respect to the development of a property, and Kenco is also obligated to pay Road Impact Fees in the amount of $1,500.00 per home with respect to the same property, then payment of the Road Impact Fees shall be credited against Kenco's obligation to pay the Voluntary Contributions, thereby reducing the amount of the Voluntary Contributions to $500.00 per home with respect to such property.)

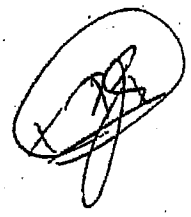
X 12/23/05

2. Any Road Impact Fees paid by Kenco to the County with respect to the Property or any additional properties with access to Midway Road west of I-95, shall be utilized in accordance with the provisions of Paragraph 5 of the Agreement.

3. Upon the satisfaction of Kenco's obligations pursuant to Paragraph 3 of the Agreement, either by the payment of voluntary contributions or by the payment of Road Impact Fees or a combination thereof, the Letter to Credit shall be immediately returned to Kenco.

4. Except as otherwise provided herein, all provisions of the Agreement shall remain in full force and effect as amended hereby.

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



[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Settlement Agreement on the date shown below the signature of each.

COUNTY:

ATTEST:

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

By: _____
Chairman

APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
County Attorney

Date: 12/20/05

KENCO:

KENCO COMMUNITIES AT PORT ST. LUCIE, INC.

By: _____
Print Name: Jean J. Barg
Its: Authorized Representative

Date: 12/23/05

[Corporate Seal]

(00003776.1)

EXHIBIT "C"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "C"

LEGAL DESCRIPTION KENCO EAST

(ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA)

PARCEL 1:

THE SOUTHEAST QUARTER OF SECTION FIVE (5), TOWNSHIP THIRTY-SIX (36) SOUTH, RANGE THIRTY-NINE (39) EAST.

EXCEPTING THEREFROM ALL RIGHTS-OF-WAY FOR DRAINAGE CANALS AND PUBLIC ROADS.

PARCEL 2:

LOTS 1 TO 16 INCLUSIVE IN SW ¼, A SUBDIVISION OF ALL OF SECTION 4, TOWNSHIP 36 SOUTH, RANGE 39 EAST, AND THE N ½ OF THE NW ¼ OF SECTION 9, TOWNSHIP 36 SOUTH, RANGE 39 EAST, LESS CANALS AND ROAD RIGHTS-OF-WAY.

THE NORTH 40 FEET OF THE S ½ OF THE NW ¼ OF SECTION 9, TOWNSHIP 36 SOUTH, RANGE 39 EAST, LESS THE FOLLOWING RIGHTS-OF-WAY:

(1) THE WEST 48 FEET THEREOF FOR NORTH ST. LUCIE RIVER DRAINAGE DISTRICT CANAL #90;
(2) THE EAST 50 FEET OF THE WEST 98 FEET THEREOF FOR McCARTY ROAD; AND
(3) THE EAST 46 FEET THEREOF FOR NORTH ST. LUCIE RIVER DRAINAGE DISTRICT CANAL #91

LESS AND EXCEPTING THEREFROM:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 36 SOUTH, RANGE 39 EAST, RUN S89°37'55"E ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 124.5 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF McCARTY ROAD; THENCE RUN NORTH 3946.54 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, CONTINUE NORTH 40.0 FEET TO A CONCRETE MONUMENT; THENCE RUN S88°21'10"E A DISTANCE OF 2551.20 FEET TO A CONCRETE MONUMENT; THENCE RUN N89°15'W A DISTANCE OF 2550.36 FEET TO THE POINT OF BEGINNING.

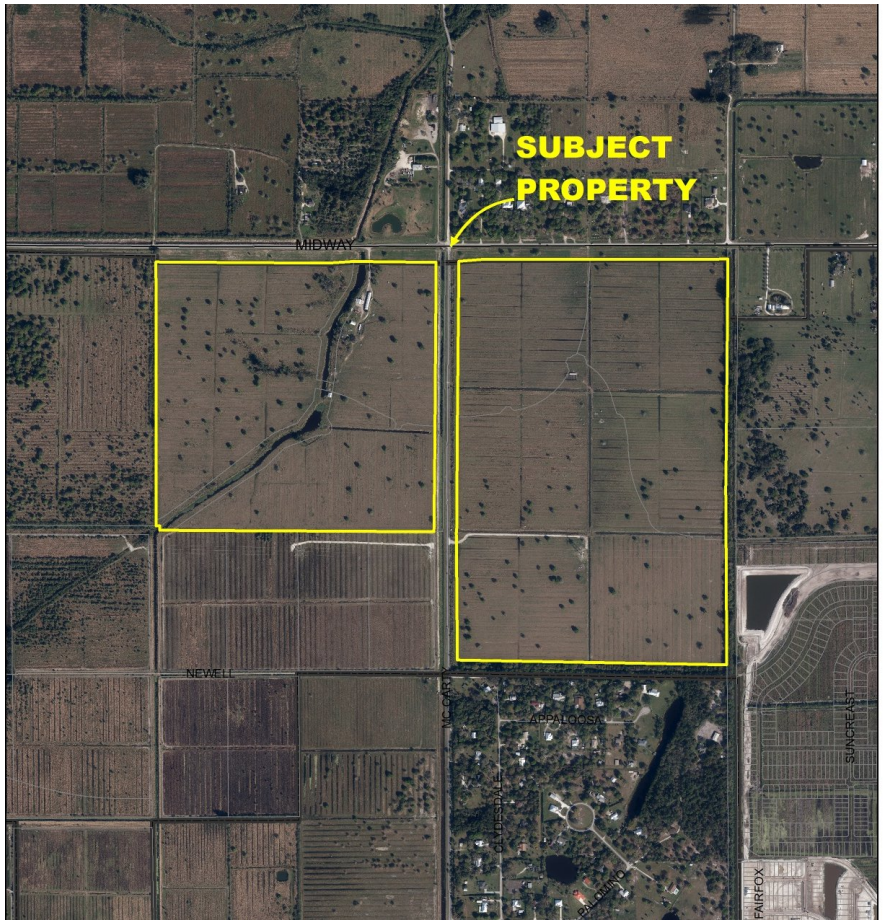
Founders Crossing Large Scale Comprehensive Future Land Use Map Amendment
P26-044

Planning and Zoning Board Meeting
June 2, 2026

Request Summary

Owner:	Founders Crossing, LLC
Applicant:	Lucido and Associates
Location:	The subject property is generally located on the south side of Midway Rd., approx. 2.5 miles west of I-95, and on the east and west sides of McCarty Road
Request:	An application for a future land use map amendment for approximately 60 acres of property.

Location Map



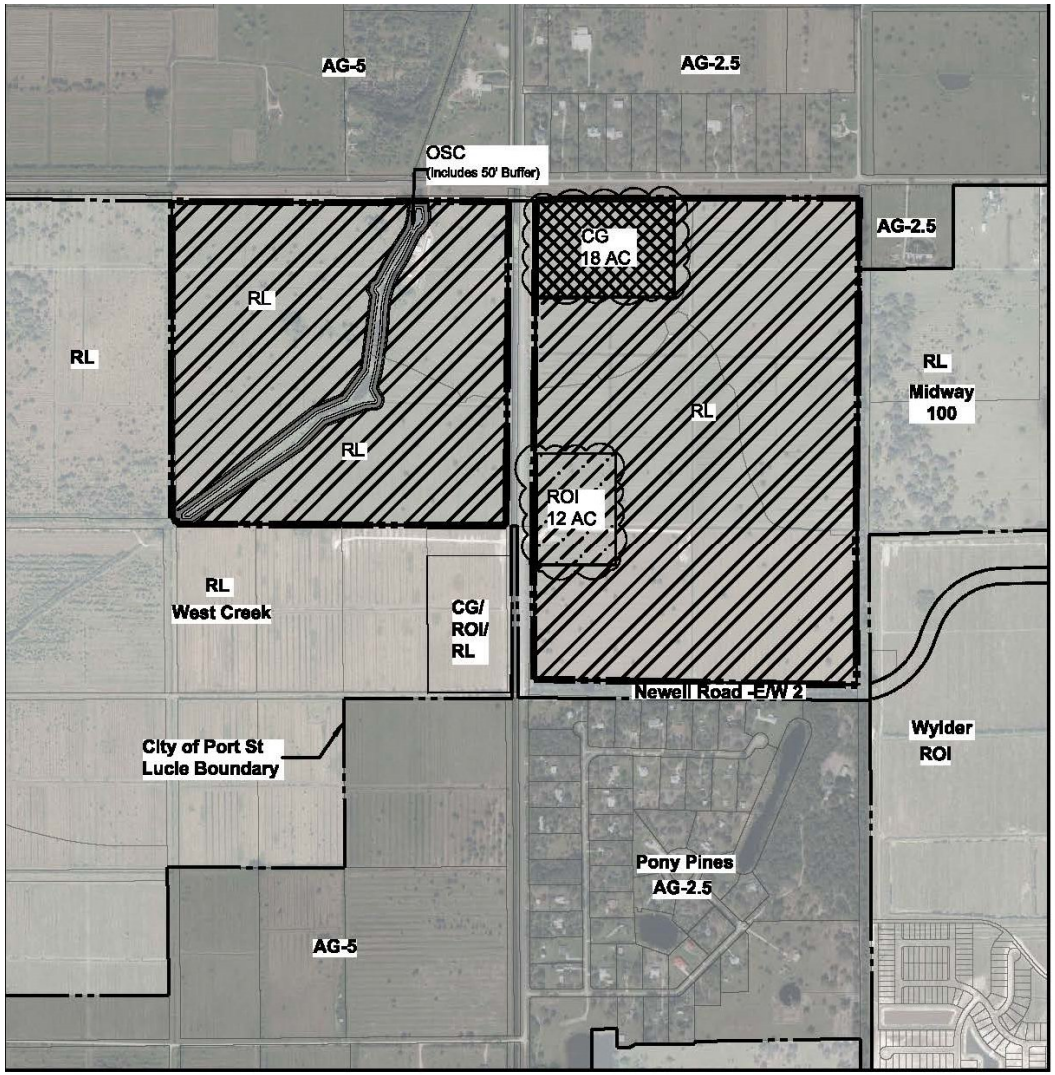
Proposed Project

- The request will amend the land use for approximately 60 acres of land within the Founder's Crossing PUD to provide for a proposed 4th amendment to the PUD (P25-113).
- The purpose of the amendment is to shift the location of 18 acres of commerical land use that is located at the southeast corner of Midway Road and McCarty Road to the southwest corner of Midway Road and McCarty Road and to relocate 12 acres of ROI land use located approximately one-half mile south of Midway Road on the east side of McCarty Road to the west side of McCarty Road directly below the 18 acres of CG (Commercial General) land use.

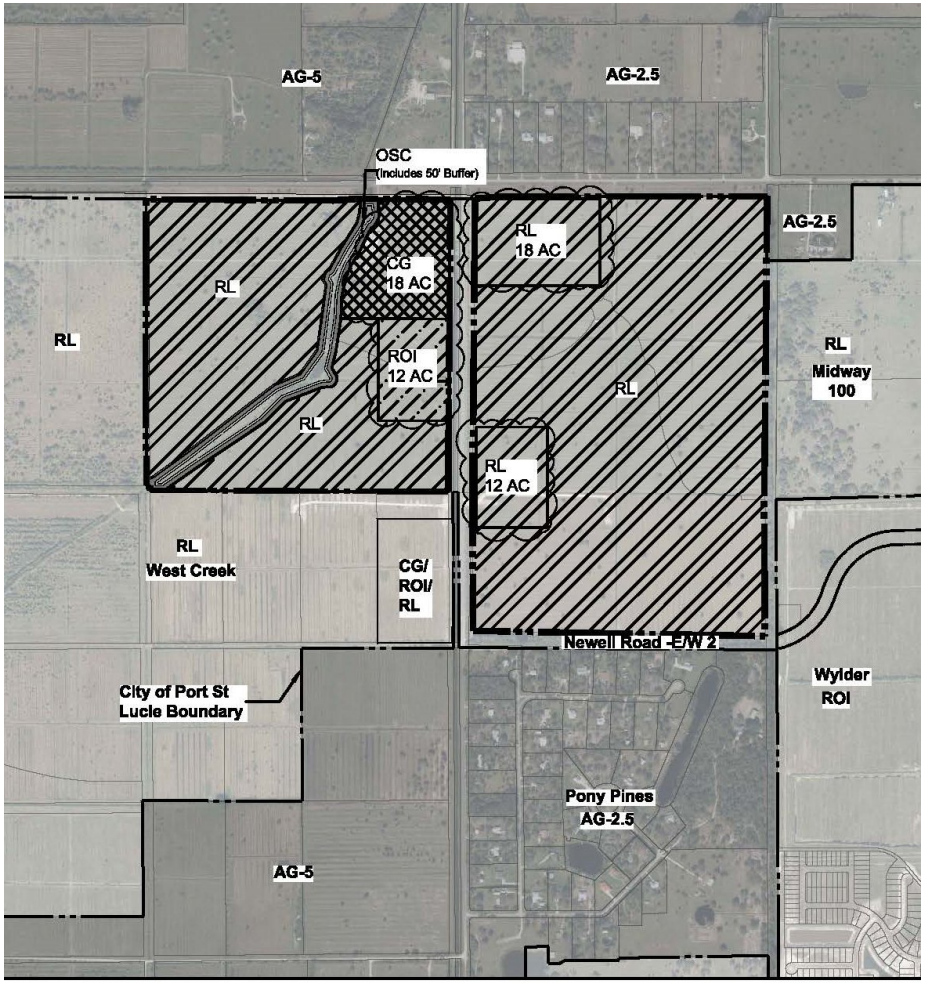
Proposed Amendment

- Amends the land use for approximately 30 acres of land located on the west side of McCarty Road from RL (Low Density Residential) land use to 18 acres of CG (Commercial General) land use and 12 acres of ROI (Residential, Office, Institutional) land use.
- Amends the land use for 30 acres of land located on the east side of McCarty Road from 18 acres of CG (Commercial General) land use and 12 acres of ROI (Residential, Office, Institutional) land use to 30 acres of RL (Low Density Residential) land use.

Existing Land Use



Proposed Land Use



Project Background

- The Founder's Crossing PUD is approximately 386 acres in size.
- The subject property was annexed into the City in 2004 and is subject to an annexation agreement that provides for 875 residential dwelling units, commercial, office, and institutional entitlements and the infrastructure improvements required for the project.
- A large scale comprehensive plan amendment was approved in 2004 that changed the land use from St. Lucie Agriculture to 342.6 acres of RL (Low Density Residential), 18 acres of CG (General Commercial), 12 acres of ROI (Residential Office Institutional), and 13.4 acres of OSC (Open Space Conservation).
- An application for PUD was approved in 2004 and amendment 3 times.

Project Background

- When the future land use amendment (OR 03-169) was approved in July 2004, it included conditions of approval for the development of the property including required roadway improvements which supported the PUD rezoning of the project.
- It required the construction of McCarty Road from Midway Road to Newell Road, pedestrian access, and a proposed school site.
- The annexation agreement required the developer to participate in the funding of improvements to Midway Road from I-95 west to McCarty Road and improvements to McCarty Road.

Current Applications

- This large scale comprehensive plan amendment and related ordinance revisions relocates the commercial and ROI land uses on the property to align with a proposed 4th Amendment to the Founders Crossing PUD (P25-130).
- The proposed PUD revises the development plan, the primary access, and road commitments and other changes.
- The applicant has submitted an amendment to the annexation agreement to align with the proposed amendment to the PUD (P26-032).

Staff Analysis

- Policy 1.1.7.1 of the Future Land Use Element states that the City shall review future land use map amendments based on the amount of land required to accommodate anticipated growth, the character of undeveloped land, the availability of water supplies, public facilities and services, the need for job creation, capital investment, and economic development as well as the need to satisfy a deficiency or mix of uses in the Future Land Use Map.
- This application maintains the 342.6 acres of RL (Low Density Residential), 18 acres of CG (General Commercial), 12 acres of ROI (Residential Office Institutional), and 13.4 acres of OSC (Open Space Conservation) land uses that were approved for the subject property in 2004.
- It revises the location for the CG and ROI (Residential, Office and Institutional) areas based on a revised development plan for the property.
- No changes are proposed to the 13.4 acres of OSC (Open Space Conservation) land with this application.

Adequate Public Facilities

- The existing annexation agreement includes requirements for sewer, water, stormwater, improvements necessary to serve the property. and other requirements required to serve the property.
- The proposed amendment to the annexation agreement maintain the requirement for the property owner to install, or cause to be installed, at its sole cost and expense, the on-site water and wastewater transmission facilities to service the property as well as requirements for offsite improvements.

Roadways

- The existing annexation agreement requires the property owner to participate in the financing of improvements to Midway Road and McCarty Road (county roadways).
- In 2008, the developer entered into a contribution agreement with St. Lucie County that includes a monetary contribution for Midway Road improvements and requirements for construction of McCarty Road from Midway Road to Newell Road as a two-lane roadway.

City Roadway Requirements

- City staff is recommending certain conditions of approval required to accommodate the proposed land use amendment.
- Staff's recommended conditions of approval recognize the developer's obligations with regard to the County and include additional City requirements for utility easements and the timing of improvements.
- The proposed conditions of approval also address requirements for the conveyance, construction, and completion for Newell Road from the east boundary of the property to Wylder Parkway.
- The proposed conditions are attached as Exhibit "C".

Flood Zone

- The properties that are the subject of this application are within Zone AE.
- Flood Zone AE is a designation by FEMA that is considered a high risk flood category.
- The applicant has applied to FEMA .for a map revision that would allow for the developer to fill the property to where the finished floor elevation of any structure will be raised above the base flood elevation.

Public Schools

- There is an existing with the St. Lucie County School Board that addresses the conveyance of a school site for the Founders Crossing project.

Recommendation

- The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's comprehensive plan and recommends approval subject to the conditions listed in Exhibit "C".

Agenda Summary

2026-497

Agenda Date: 6/2/2026 **Agenda Item No.:** 8.a

Placement: Public Hearing - Quasi Judicial

Action Requested: Motion / Vote

P16-042-A3 Tradition Master Sign Program - 8th Amendment

Location: The property is located west of I-95, east of Range Line Road, and south of Crosstown Parkway. This request is to amend the Tradition Master Sign Program to allow for additional signage for larger commercial and industrial/warehouse uses.

Submitted By: Anne Cox, Assistant Director of Planning and Zoning

Executive Summary: The Tradition Master Sign Program provides the signage regulations for all of the development within the Tradition, Southern and Western Grove Development of Regional Impact (DRI) areas. The primary focus of the proposed amendment is to add a definition for "Jobs Corridor/Economic Development District" and a table specifying the locations, number of signs and sign area allowed in that district. The Jobs Corridor/Economic Development District is located within the Southern Grove DRI, south of Discovery Way, north of Becker Road, between Village Parkway and Interstate 95. Other proposed changes include adding requirements for approval of signs within public and private road rights -of-way (ROWs), increasing the number of Non-Residential Informational/Directional signs from 4 to 24, and additional minor changes.

Presentation Information: Staff and the applicant will give presentations.

Staff Recommendation: Move that the Board recommend approval of the amendment as recommended by the Site Plan Review Committee.

Alternate Recommendations:

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

Background: The Site Plan Review Committee recommended approval of the proposed amendment at their February 25, 2026, meeting.

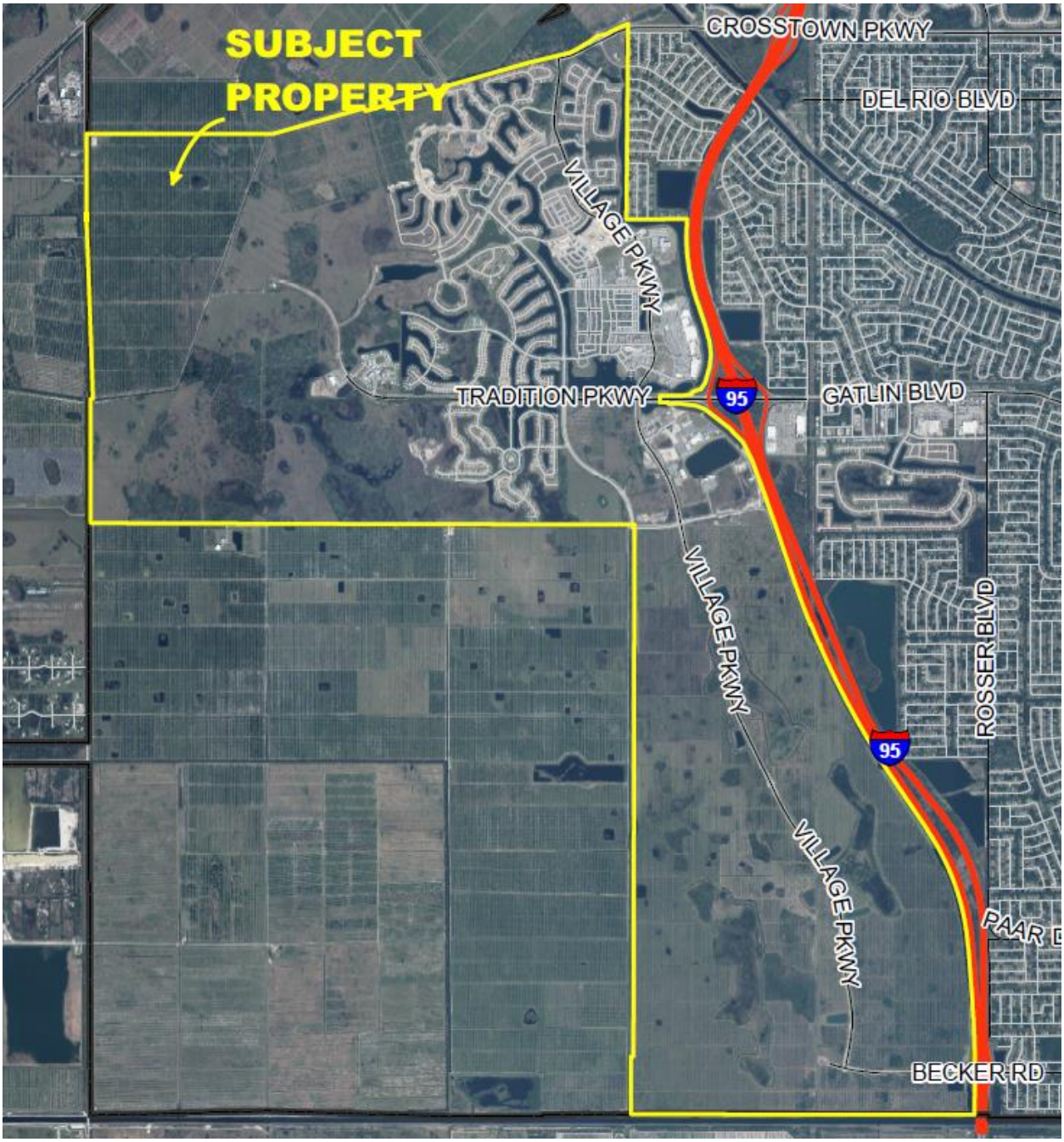
Issues/Analysis: See attached staff report.

Special Consideration: N/A

Location of Project: Location: The property is located west of I-95, east of Range Line Road, and south of Crosstown Parkway.

Attachments: 1. Staff Report, 2. Master Sign Program 3. Cover Letter 4. Staff Presentation

Tradition Master Sign Program
Master Sign Program Amendment No. 8
P16-042-A3



Project Location Map

S**UMMARY**

Applicant's Request:	Request for approval of an 8th amendment to the Tradition Master Sign Program.
Applicant:	Steven Garrett, Lucido & Associates
Property Owner:	Mattamy Palm Beach, LLC
Location:	The property is located west of I-95, east of Range Line Road, and south of Crosstown Parkway. The land area consists of the Tradition, Western Grove, and Southern Grove Developments of Regional Impact (DRI).
Project Planner:	Marissa Da Breo-Latchman, Environmental Planner II

Project Description

The Tradition Master Sign Program provides the signage regulations for all of the development within the Tradition, Southern and Western Grove Development of Regional Impact (DRI) areas. The primary focus of the proposed amendment is to add a definition for "Jobs Corridor/Economic Development District" and a table specifying the locations, number of signs and sign area allowed in that district. The Jobs Corridor/Economic Development District is located within the Southern Grove DRI, south of Discovery Way, north of Becker Road, between Village Parkway and Interstate 95.

Other proposed changes include adding requirements for approval of signs within public and private road rights -of-way (ROWs), increasing the number of Non-Residential Informational/Directional signs from 4 to 24, and additional minor changes.

The proposed changes are shown as strike-through and underline in the attached Master Sign Program and listed as follows:

1. Updated Revision and Approval List – pg. 2
2. Revised Table of Contents – pg. 3
3. Added Text to Introduction – pg. 4
4. Added Jobs Corridor/Economic Development District definition – pg. 6
5. Community Sign Table Revised – pg. 8
6. Added requirements for signs with road ROWs- Page 10
7. Non Residential Table Revised – pg. 10/11
8. Temporary Signs added as title – pg. 13
9. Jobs Corridor / Economic Development District Chart and Language Added – pg.14
10. Revised List of Changes – pg. 15
11. Revised Map Area – pg. 16

Location and Site Information

Property Size:	Approximately 8,237 acres
Legal Description:	N/A
Future Land Use:	New Community Development (NCD)
Existing Zoning:	Master Planned Unit Development (MPUD)
Existing Use:	Commercial and residential properties.

Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	RGC	PUD	Verano Development
South	NCD	MPUD	Riverland Development & Martin County
East	N/A	N/A	I-95
West	SLC AG-5	SLC AG-5	Vacant Land

Project Analysis

The Tradition Master Sign Program was originally approved by City Council with the adoption of Ordinance 05-12. It has been updated seven times since its adoption. The proposed amendment meets the conditions required by the adoption of the sixth amendment (Ordinance 21-121) with regards to content neutral regulations.

Per Section 155.03 (H)(4) of the City's Sign Code, the master sign program may include modifications to standard sign regulations set forth in Chapter 155 if:

a. The modifications are consistent with the purpose and intent of Chapter 155.
   - *The purpose and intent of the chapter is to allow commercial and non-commercial speech through the use of signs; to provide uniform sign criteria which regulates the size, height, and placement of signs within the City and thereby promote and protect the public health, safety, general welfare, and aesthetics of the City; and to avoid excessive visual clutter and hazards for pedestrians and vehicles. The display of signs should be appropriate to the land, building or use.*

     The Tradition Master Sign provides uniform sign criteria for different types of development within the area. The proposed amendment includes the addition of a table for the "Jobs Corridor/Economic Development District" to address the signage needs for that particular area. The proposed amendment would allow for monument signage at each ingress/egress point instead of based on road frontage as for other non-residential projects. The buildings in this area are typically much larger warehouses and industrial uses situated on larger parcels with multiple access points. The proposed amendment would also allow for potentially more façade signage on the larger buildings over 100,000 square feet in proportion to the larger buildings.

The sign program is also being amended to clarify the allowable sign area for monument signs for the purpose of calculating the square footage, to clarify the requirements for placing signs in public and private road rights-of-way and increase the number of directional signs allowed for non-residential development from 4 to 24. The applicant has stated that additional directional signage is needed for large commercial developments.

b. The master sign program incorporates designs which are consistent with accepted principles of street graphics, including consideration of sign placement, size, shape, proportion, lettering, color and overall relation to the overall project and adjacent properties.
   - *The master sign program addresses the size and proportions of signs within the area. It does not address placement, which falls back to the City's Sign Code.*

c. The design concepts reflect a unified design harmonious with the overall project and adjacent properties.
   - *The program creates unified design for each of the different areas (Non-Residential, Residential, Special District and Jobs corridor/Economic Development District) since each has specific signage needs. The adjacent properties in the City have their own master sign programs.*

d. The proposed variations are not detrimental to public property or the health, safety, and welfare of the general public.
   - *The proposed variations do not appear to be detrimental to public property or the health, safety, and welfare of the general public*

STAFF RECOMMENDATION

The Site Plan Review Committee recommended approval of the Master Sign Program amendment on February 25, 2026.

Staff finds that the proposed amendment complies with the requirements of Section 155.03(H), City Sign Code.

PLANNIGN AND ZONING BOARD ACTION OPTIONS

- o Motion to recommend approval
- o Motion to recommend approval with conditions
- o Motion to recommend denial

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.

EXHIBIT A

TRADITION

Master Sign Program

~~7th Amendment~~
~~March 20, 2024~~
8th Amendment
April 28, 2026
PSLUSD #11-342-00A

Owner:

Mattamy Palm Beach, LLC
1500 Gateway Blvd, Suite 212
Boynton Beach, FL 33426
561-739-7902
Contact: Tony Palumbo

Consultant:

Lucido & Associates
701 East Ocean Blvd.
Stuart, FL 34994
772-220-2100
Contact: Steve Garrett
Sgarrett@lucidodesign.com

City of Port St. Lucie Application #P-16-042-~~A7~~ A8

Revision/ Approval Timeline:

Date:	Action:
08.31.04	Initial Submittal to City of Port St. Lucie
02.14.05	City Council Approval (ordinance 05-12)
01.22.07	City Council Approval – 1st amendment (ordinance 07-02)
06.11.07	City Council Approval – 2nd amendment (ordinance 07-68)
02.06.08	3rd Amendment Submitted
06.09.08	City Council Approval – 3rd amendment (ordinance 08-45)
03.06.13	4th Amendment Submitted
	City Council Approval – 4th amendment (ordinance 13-33)
03.16.16	5th Amendment submitted (Ord. 16-042)
09.12.16	City Council Approval – 5th amendment (ordinance 16-042)
01.24.22	City Council Approval – 6th amendment (ordinance 21-121)
03.20.24	City Council Approval – 7th amendment (ordinance 24-030)

(Images and specific signs shown in this document have been prepared by Lucido & Associates or other consultants employed by the developer)

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Non-Residential …… .10~~6~~

Building Mounted Façade Signs……...…...12~~7~~

Temporary……13~~8~~

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Jobs Corridor / Economic Development District……...14

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TMSP Area Map 16~~10~~

Introduction

This Master Sign Program provides a comprehensive overview of all signs within The Tradition Community. The Tradition Community consists of Tradition, Southern and Western Grove. The Program is composed of ~~three~~ two major sections – Community Signs and Development Signs.~~, and Temporary Signs.~~ The first section describes Community Signs provided by Tradition. The second section provides sign guidelines for those developing projects within The Tradition Community. The guidelines are not intended to restrict imagination, innovation or variety, but to assist in creating a consistent, well-planned solution for identification throughout the community.

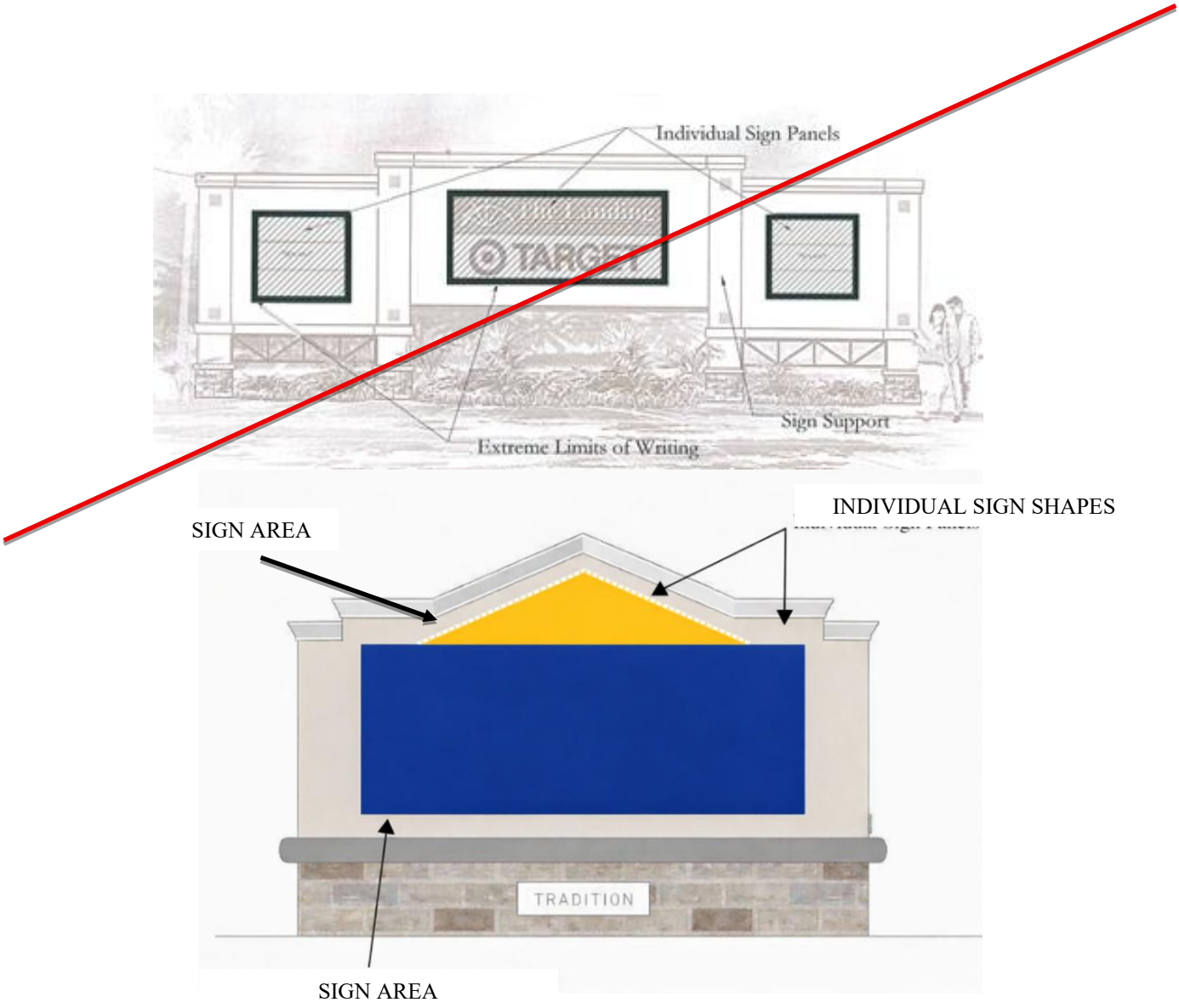
Background
The sign guidelines in this manual supersede existing City of Port St. Lucie codes and ordinances and any adopted citywide design standards. Existing city codes shall only be used for sign criteria not addressed in this program.

Procedure
For informational purposes, be advised that the Tradition Design Review Committee (TDRC), has additional signage requirements that are not administered by the city. Please contact the TDRC for the latest copy of their signage requirements. Drop off location is Tradition Management Offices, ~~10807 SW Tradition Square, Port St. Lucie, FL 34987,~~ 10521 SW Village Center Drive, Suite 203, Port St. Lucie, Fl 34987, (772) 345-5101. Email Contact – ashepard@castlegroup.com

General Requirements (Apply to all categories within these guidelines.)

Utility Setbacks:
All structures, including signs, shall be installed a minimum of 10 feet horizontally from all mains (water, gravity, sewer, force and City owned reclaimed water). The 10 foot horizontal setback shall be as measured from the outside edge of the pipe to the nearest point of the structure, including underground (footers for example) or above ground (roof overhangs for example) features. Single or double post community directional and/or informative signs occurring within the rights-of-ways may encroach within these setbacks with Utility Department approval. Those mains installed between structures shall have a 15-foot setback on each side. Additionally, where deep mains are installed, those greater than 9 feet, between structures, the Utility may, at its discretion, require additional horizontal setback.

Sign Area Calculations:
Tradition community seals and "Tradition" community name are encouraged to be used throughout the sign program. These decorative theme reinforcing elements shall not be counted in allowable square-footage or sign face square footage calculations. The "allowable sign area" shall include the entire area within a maximum of two geometric shapes (circle, rectangle or triangle) enclosing the extreme limits of writing, representation, or character, together with any frame of other material or color forming an integral part of the display or used to differentiate the sign from the background or structure against which it is placed; excluding the necessary supports or uprights on which such sign is placed and framing around any panels of a box sign or monument.
(see diagram on following page)



Allowable Sign Area Exhibit

-Maximum allowable sign areas are per face.

Sign Location & Setback:
All signs shall maintain a 10' setback from rights-of-way with the exception of those signs specifically designed to occur within road rights-of-way. Signs shall meet FDOT standards. Any sign located within the road rights-of-way will require approval from the City Engineering Department. Any signs occurring within FDOT Limited Access Right-of-way shall require approval from FDOT prior to sign permits being issued.

Special Signage District:
Civic buildings and/or structures such as schools/universities, fire stations, hospitals, post offices, police stations, and community centers may have additional and/or modified signage due to the significance and location of the proposed facility and the integration of the signage into a community focal point. Additional and/or modified signs for civic buildings will be allowed based

on review and approval by the City of Port St. Lucie. City of Port St. Lucie approval shall be through the Site Plan Review Committee (SPRC) process and shall conclude with SPRC approval.

Jobs Corridor/ Economic Development District:
A district within the Tradition Community, encompassing all parcels located between Discovery Boulevard (northern boundary), Becker Road (southern boundary), Village Parkway (western boundary), and Interstate 95 (eastern boundary).

Height:
No part of any sign affixed to a building shall exceed the height of the deck line to which the sign is affixed. No sign shall project above the deck line for mansard roofs. The portion of a mansard roof located below the deck line shall be eligible for placement of a façade sign. Façade signs are not limited to a placement height.

Size:
The dimensions used under the "size" category are meant as a general size range for the actual sign including all posts, supports, etc. necessary for the sign element Signs may exceed these dimensions based on the final sign design and in an effort to allow creativity and flexibility in the sign program, however "allowable sign are: may not be altered.

Building Façade Signage:
No part of any sign affixed to a building shall exceed the height of the deck line to which the sign is affixed. No sign shall project above the deck line for mansard roofs. The portion of a mansard roof located below the deck line shall be eligible for placement of a façade sign. Façade signs are not limited to a placement height.

Electronic Changeable Copy Signs:
A sign or portion thereof that displays electronic, non-pictorial, text information in which each alphanumeric character, graphic, or symbol (numbers and letters only) is defined by a small number of matrix elements using different combinations of light emitting diodes (LED's), fiber optics, light bulbs or other illumination devices within the display area. Electronic changeable copy signs include computer programmable, microprocessor controlled electronic displays. Electronic changeable copy signs do not include official or time and temperature signs. Maximum 3 lines of copy, limited to static messages/non-scrolling with a minimum of 24 hours between change of message. The sign shall have automatic dimmer software or solar sensors to control brightness for nighttime viewing and variations in daytime ambient light. The intensity of the light source shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety or welfare. Lighting from the message module shall not exceed six hundred (600) nits (candelas per square meter) between sunset and sunrise as measured from the sign's face. Lighting from the message module shall not exceed five thousand (5,000) nits or three tenths (0.3) foot candles over the ambient light, whichever is lower, between sunrise and sunset as measured from the sign's face. Permit applications for signs containing a digital electronic display shall include the manufacturer's specification sheet and maximum nit (candelas per square meter) rating.

NIT: A unit of illuminative brightness equal to one candela (12.5 lumens) per square meter, measured perpendicular to the rays of the source.

Digital Display Kiosk:
An Electronic Display Sign with the capability to communicate sequential messages. The message may include multiple lines of text information and incorporate the entire allowable sign area. Non-animated images or graphics may be incorporated to enhance the text message. The hold time of an individual message or display shall be no less than 8 seconds. Any change of message shall be completed immediately without pauses and all parts of the message shall change simultaneously. Animations and transitional effects between messages are prohibited.

Enforcement:
TDRC and/or the Master Developer Management Company shall be responsible for monitoring and enforcing the regulations for electronic and digital signage in the event of a complaint or operating issue. Annual inspections shall confirm digital signs are operating within acceptable parameters.

Prohibited Permanent Signs (unless otherwise described in detail within this document):

- "V"-Shaped Sign
- Credit Card Sign
- Bench Sign
- Exposed Plywood
- Galvanized Sheet Metal
- Fluorescent Lit Sign
- Vacuum Formed Plastic
- Balloon /Inflatable Sign (Only as temporary event signs)
- Sign on Vehicle parked permanently or overnight near a business
- Traffic Sign Replica
- Portable Sign
- Snipe Sign

Community Signs

Throughout the Community of Tradition, a series of signs are provided that identify the community and provide clear direction while echoing the character and materials of the community. The following pages in this section show these proposed signs.

Sign Type:	Locations:	Number of Signs Allowed:	Max Height:	Allowable Sign Area:	Lighting: Internal/ External
Community Tower	Adjacent to I-95, key entries and boundary points.	Six (6)	74'	100 SF (per face) Max. (4) faces - and/or text	Internal/External
Welcome Signs	Crosstown Parkway, Tradition Parkway, Becker Road, ~~Village Parkway, Parr Drive, North/South Road A, E/W #2,3,~~ SW ~~Westcliffe Lane, Fern Lake Drive,~~ Community Blvd, ~~Open View Road,~~ SW Discovery Way	~~Eight (8)~~ Ten (10) total. One sign on each side of roadway, and/or one sign in median.	35'	110 SF maximum per sign face.	Internal/External
Digital Display Kiosk	At trailheads, destinations or along the trail or within the trail	Twelve (12)	8'	150 SF	Internal/External
Primary Directional	All major public roadways.	Forty-Eight (48)	12’	80 SF	External
Secondary Directional	All major public roadways.	Twenty-Four (24)	12'	36 SF	External
Decorative Standards	Attached to subdivision light poles along main and secondary roads and within common areas throughout the subdivision. No decorative pieces will be erected in Public R/W; Private R/W only	Varies. Based on selected poles along various roads within the community.	N/A	12.5 SF (30”x60”) per face/side	Non-illuminated

~~Permanent~~ Development Signs

Residential					
Sign Type:	**Locations:**	**Number of Signs** Allowed:	Max Height:	**Allowable** Sign Area:	**Lighting: Internal/** External
Residential Primary Entry Sign	Internal roadway Medians and/or both sides of a residential entrance within the individual property.	(3) one sign on each side of roadway, and/or (1) one sign in median.	N/A	150 SF per sign face.	Internal/External
Residential Secondary Entry Sign	Prominent intersections within neighborhoods throughout Tradition.	Max. 8 per subdivision. One sign on each side of roadway, and/or one sign in median.	16'	64 SF	Internal/External
Residential Neighborhood Monuments	Prominent intersections within neighborhoods throughout Tradition.	Max. 8 per subdivision. One sign on each side of roadway, and/or one sign in median. Logo and Name only.	16’	64 SF	Internal/External
Residential Architectural Features	Subdivision property and/or master developer property via recorded easement.	4 signs. Subdivision name and/or logo only.	45’ (Structure) 30' (Signage on Structure)	64 SF	Internal/External
"Amenity" Interior Sign	Interior locations within the subdivision such as the recreation or amenity parcel.	One (1) per major subdivision improvement such as **clubhouse,** recreation area or amenity parcel.	10’	80 SF per face.	External
Decorative Standards	Attached to subdivision light poles along main and secondary roads and within common areas throughout the subdivision. No decorative pieces will be erected in Public R/W; Private R/W only	Varies. Based on selected poles along various roads within the community.	N/'A	12.5 SF (3O”x60”) per face/side	Non-illuminated

Signs proposed to be located within a Public road ROW pursuant to Community Signs and Development Signs tables must comply with Florida Department of Transportation standards, if applicable. Additionally, any application for a sign proposed to be located within a ROW pursuant to master sign program must be accompanied by Public Works Department Approval Letter prior to submission of permit applications and prior to installation of any signs or structures within a public ROW. Signs proposed to be located or located within a ROW pursuant to this master sign program that do not meet both of the foregoing requirements will be deemed unauthorized.

Any approved permanent median sign proposed to be located within a Private road ROW pursuant to master sign program must comply with Florida Department of Transportation standards, if applicable. Additionally, any application for a median sign proposed to be located within a Private ROW pursuant to this master sign program must be accompanied by a document authorizing the sign by the owner of the ROW where said sign is proposed, the authorization document must be in a form sufficient to the City. A median sign proposed to be located or located within a Private ROW pursuant to this master sign program that does not meet both of the foregoing requirements will be deemed unauthorized.

Non-Residential					
Sign Type:	**Locations:**	**Number of Signs Allowed:**	**Max Height:**	**Allowable Sign Area:**	**Lighting: Internal/ External**
Non-Residential Parcel Identification (For single or multiple tenants in same building)	Adjacent to roadway(s) on each individual property.	(1) per road frontage	9.5’	Max sign SF = ~~46~~ 50SF	Internal/External
Non-Residential Parcel Identification Electronic Changeable Copy Sign	Adjacent to roadway on each individual property.	(1) per parcel	9.5’	Max sign SF = ~~46~~ 64 SF Max digital sign panel=~~23~~ 32 SF Max 3 lines of copy, non-scrolling. Refer to (Electronic Changeable copy sign) definition and criteria page 3.	Internal/External
Non-Residential Multiple User Parcel Identification (For two or more users/buildings on the same parcel. Does not apply to multiple tenants in same building or same use in multiple buildings.)	Adjacent to primary roadway at major entry into property (in projects median or adjacent to road).	(1) median or (1) per entry side.	9.5’	2-4 users: 64 sf max. 5 or more users: 96 SF max; *if additional SF has been granted from adjacent parcel signage agreement no additional identification signs may be permitted for use.*	Internal/External

Non-Residential Cont.					
Sign Type:	**Locations:**	**Number of Signs Allowed:**	**Max Height:**	**Allowable Sign Area:**	**Lighting: Internal/ External**
Non-Residential Informational/Directional	Adjacent to secondary roadways or entrances within individual parcels	~~Max 4.~~ Max 24	7’	16 SF	Internal
Adjacent Parcel Sign*	Allowed as additional square footage on Non-Residential Multiple User Parcel Identification sign or on real estate development signs as a single user. User's property must be immediately adjacent (shared property line).	1 adjacent parcel user per Non-Residential Multiple User Parcel Identification sign.	NA	Maximum Additional 50% of allowable square footage on Non-Residential Multiple User Parcel Identification	Internal/External
Banner Sign	Within subdivision property only and not visible from adjacent community roadways.	Building frontage under 100 SF = (1) one sign. Building frontage over 100 SF = (2) two signs.	4’	32 SF per face.	Non-illuminated

*Non-residential parcels with more than one road frontage, such as a corner lot, may have 1 (one) parcel identification sign per road frontage. One sign may be located on each road frontage. The primary road frontage may display 100% of allowable sign area. The secondary and tertiary frontage may display no more than 50% of allowable sign area.

Building Mounted Façade Signs				
Sign Type:	**Locations:**	**Number of Signs Allowed:**	**Allowable Sign Area:**	**Lighting: Internal/External**
Non-Residential Building Mounted Façade Sign (less than 10,000 sf bldg.)	Located on the front, rear and/or side building façades depending upon store location.	1 per business façade/section of a façade.	Not to exceed 200 S.F. maximum cumulative area.	Internal/External
Non-Residential Building Mounted Façade Sign (10,000sf to 25,000 sf bldg.)	Located on the front, rear and/or side building façades depending upon store location.	1 per business façade/section of a façade.	Not to exceed 500 S.F. maximum cumulative area.	Internal/External
Non Residential Building Mounted Façade Sign (25,001 sf or greater)	Located on the front, rear and/or side building façades depending upon store location.	1 per business façade/section of a façade.	32 sf plus 1.5sf for each additional linear foot of front facade over 20 feet. Not to exceed 1,000 S.F. maximum.	Internal/External
Awning or Canopy Signage	Located on front awning of building	1 per business	Maximum of 40% of awning surface, or 90% of awning width x 2'0" high.	Internal/External Option (A) Each letter is an independent lightbox the shape of the character. Option (B) Each letter is an independent open channel character w/ exposed neon.
Banner Sign	Within subdivision property only and not visible from adjacent community roadways.	Building frontage under 100 SF = (1) one sign. Building frontage over 100 SF = (2) two signs.	32 SF per face	N/A
Blade sign	Above entry doors or adjacent to front entrance.	1 per business.	Maximum of 10'-0" sf. Minimum height clearance to sidewalk 8'6"	Internal/External

Temporary

Temporary signs shall not require a permit and may remain posted on a property for no longer than 12 months. The exemption does not apply to any structure that would require a building permit.

Sign Type:	Locations:	Number of Signs Allowed:	Max Height:	Allowable Sign Area:	Lighting: Internal/External
Directional/Informational/ Environmental	Throughout the community along roadways within the right of way.	N/A	12’	32 SF	Non-illuminated
Development Sign	Any undeveloped parcel. Any Parcels with I-95 frontage	One (1)	12'	100 SF	Internal/External
Lot Marker	On individual lots within subdivision.	One (1) per lot.	6’	6 SF	Non-illuminated
Construction Entrance Sign	Construction entrances.	One (1) per construction entrance..	8’	16 SF	Non-illuminated
Model Home Sign	On model home lots within subdivision.	One (1) per model home lot.	8’	16 SF	Non-illuminated
Sales Center Sign	On individual lots that contain staffed sales/model center and/or adjacent to Sales Center Entrance within the R/W.	One (1) per lot or entrance location.	8’	18 SF	External
Event/Sales Banner	Subdivision entrance drives and sales center entry drives (within private R/W). On each model home and/or sales center lot.	Four (4) Banners within 400’ of community entrances or sales center entrance. One (1) Banner at road intersections within subdivision from entrance(s) and continuing to sales area.	17’	45 sf (maximum).	Non-illuminated
Builder Sales Sign	Within subdivision property only and not visible from adjacent community roadways.	Max. (4) Four per subdivision or plat.	4’	32 SF per face.	Non-illuminated
Lifestyle Sign	Throughout subdivision within R/W and along Tradition Community roadway frontage on subdivision property only, not within R/W.	Max. (12) twelve per subdivision or plat.	8’	32 SF per face	External

Special Signage District				
Sign Type:	**Locations:**	**Number of Signs Allowed:**	**Allowable Sign Area:**	**Lighting: Internal/External**
Hospital/Civic - Main Identification	On Site welcome sign to identify primary entrances within the designated institutional parcel.	6	A maximum sign area of 150 sq. ft. per face.	Internal/External
Hospital Vehicular Directional Sign	On Site directional signs that guide vehicles and pedestrians from hospital to hospital associated uses; some of which may be isolated or separate from major traffic circulation.	12	36 SF	Internal/External
Landmark Sign	Adjacent to or within community roadways, commercial association property, sign easements or individual properties.	1 per landmark parcel.	Not to exceed 525 SF maximum.	Internal/External

Nothing herein shall be interpreted to provide more favorable treatment of commercial speech over noncommercial speech.

Jobs Corridor / Economic Development District				
Sign Type:	**Locations:**	**Number of Signs Allowed:**	**Allowable Sign Area / Max Height:**	**Lighting: Internal/External**
***Primary Monument Sign**	At projects primary entrance	1	64 SF / NA	Internal/External
Secondary Monument Sign	At all other points of ingress/egress.	1 per entrance	32 SF / 16'	Internal/External
Electronic Changeable Copy Sign (In lieu of Primary Monument Sign)	Adjacent to roadway on each individual property.	(1) per parcel	Max sign SF = 64 SF Max digital sign panel 32 SF Max 3 lines of copy, non-scrolling. Refer to (Electronic Changeable copy sign) definition and criteria page 3. / 9.5'	Internal/External
Non-Residential Building Mounted Façade Sign (less than 10,000 sf bldg.)	Located on the front, rear and/or side building façades depending upon store location.	1 per business façade/section of a façade.	Not to exceed 200 S.F. maximum cumulative area. / NA	Internal/External
Non-Residential Building Mounted Façade Sign (10,000sf to 25,000 sf bldg.)	Located on the front, rear and/or side building façades depending upon store location.	1 per business façade/section of a façade.	Not to exceed 500 S.F. maximum cumulative area / NA	Internal/External
Non Residential Building Mounted Façade Sign (25,001 sf to 99,999 sf)	Located on the front, rear and/or side building façades depending upon store location.	1 per business façade/section of a façade.	32 sf plus 1.5sf for each additional linear foot of front facade over 20 feet. Not to exceed 1,000 S.F. maximum / NA	Internal/External

Non Residential Building Mounted Façade Sign (100,000 sf or greater)	Located on the front, rear and/or side building façades depending upon store location.	1 per business façade/section of a façade.	Not to exceed 1,000 S.F. maximum cumulative area/ NA	Internal/External

**Optional location: Applicant may choose to locate the primary monument sign at an optional location such as an intersection or other location within the property adjacent to a public right-of-way.*

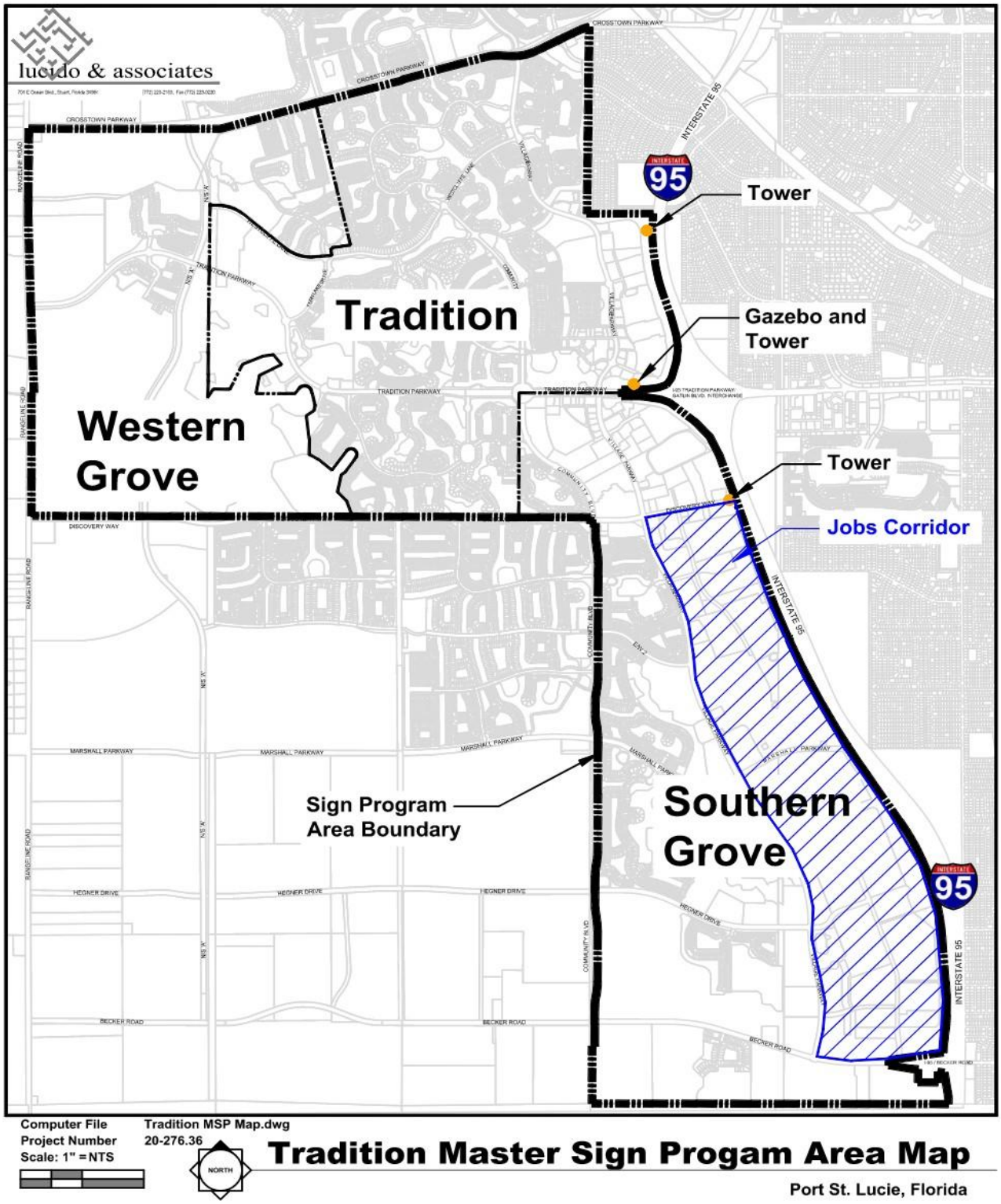
~~List of Changes from Amendment 6 to Amendment 7~~

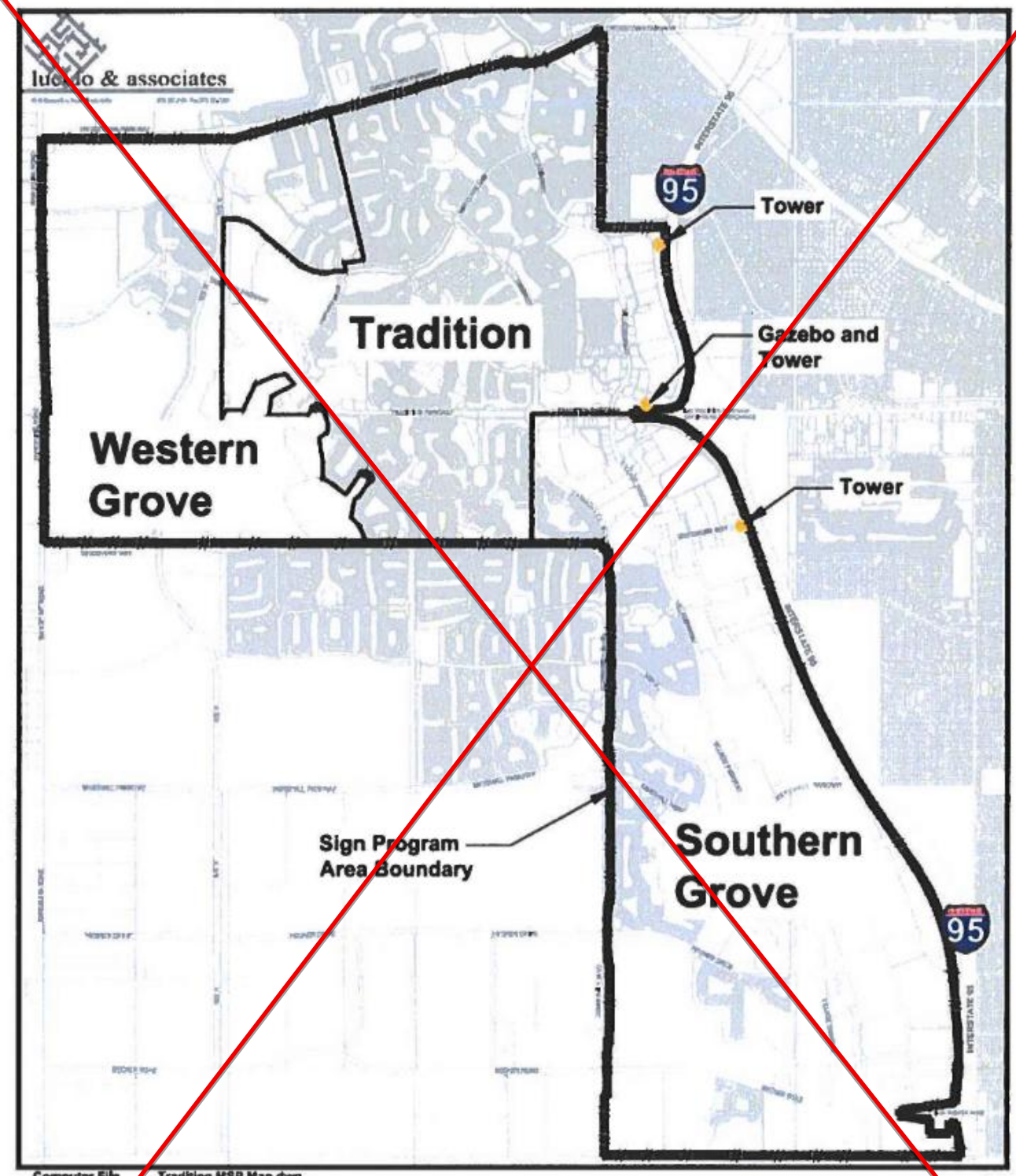
- ~~Community Marker name changed to Community Tower – pg. 5~~
- ~~Community Marker number of signs allowed from four (4) to six (6) – pg. 5~~
- ~~Welcome Sign SF changed from 72 SF to 110 SF – pg. 5~~
- ~~Community Directional name changed to Primary Directional – pg. 5~~
- ~~Primary Directional number of signs allowed from Twenty-Four (24) to Forty-Eight (48) – pg. 5~~
- ~~Primary Directional name changed to Secondary Directional – pg. 5~~
- ~~Secondary Directional number of signs allowed from Thirty (30) to Twenty-Four (24) – pg. 5~~
- ~~Residential Primary Entry number of signs allowed changed from two (2) to three (3) – pg. 6~~
- ~~Lot Marker, Construction Entrance, and Model Home Sign were moved to Temp Sign Section – pg. 6~~
- ~~Sales Center Sign Moved to Temp Sign Section – pg. 7~~
- ~~Event/Sales Banner Sign moved to Temp Sign Section – pg. 7~~
- ~~"Coming Soon" interior sign named changed to "Amenity" interior sign – pg. 7~~
- ~~Banner Sign added to Building Mounted Façade Section – pg. 9~~
- ~~Removed Real Estate Development Sign removed – pg. 10~~
- ~~Removed Adjacent Parcel Sign – pg. 10~~
- ~~All reference Images removed – pg. 11-12~~
- ~~All signs on page 2 of 6th Amendment have been added to 7th Amendment~~

List of Changes from Amendment 7 to Amendment 8

1. Updated Revision and Approval List – pg. 2
2. Revised Table of Contents – pg. 3
3. Added Text to Introduction – pg. 4
4. Community Sign Table Revised – pg. 8
5. Non Residential Table Revised – pg. 10/11
6. Temporary Signs added as title – pg. 13
7. Jobs Corridor / Economic Development District Chart and Language Added – pg.14
8. Revised List of Changes – pg. 15
9. Revised Map Area – pg. 16

TMSP Area Map




lucido & associates
95
Tower
Tradition
Gazebo and Tower
Western Grove
Tower
Sign Program Area Boundary
Southern Grove
95
Computer File
Project Number
Scale: 1" = N.T.S
Tradition MSP Map.dwg
20-276.36
Tradition Master Sign Progam Area Map
Port St. Lucie, Florida

lucido&associates

December 3, 2025 **VIA DIGITAL DELIVERY**

Planning and Zoning Department
City of Port Saint Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Re: P 16 - 042-A3 Tradition Master Sign Program - 8th Amendment

On behalf of Mattamy Homes LLC, please accept this letter and attachments as a request to amend the existing Tradition Master Sign Program.

The existing master sign program provides a comprehensive overview of all signs within the Tradition Community including the residential and non-residential developments of Tradition, Southern Grove, and Western Grove. The purpose of the amendment is to make the overall document Reed Decision compliant, per the approved conditions included with the adoption of the 6th amendment of the Tradition Master Sign Program within Tradition, City of Port St. Lucie, Florida.

Should you have any questions or need additional information, please feel free to contact me directly.

Sincerely,

Derrick E Phillips Jr.
Project Manager

701 East Ocean Boulevard Stuart, Florida 34994
tel: 772.220.2100 fax: 772.223.0220 web: www.lucidodesign.com

CITY OF
PORT ST. LUCIE
HEART OF THE TREASURE COAST

Tradition Master Sign Program
Amendment No. 8

Project No. P16-042-A3

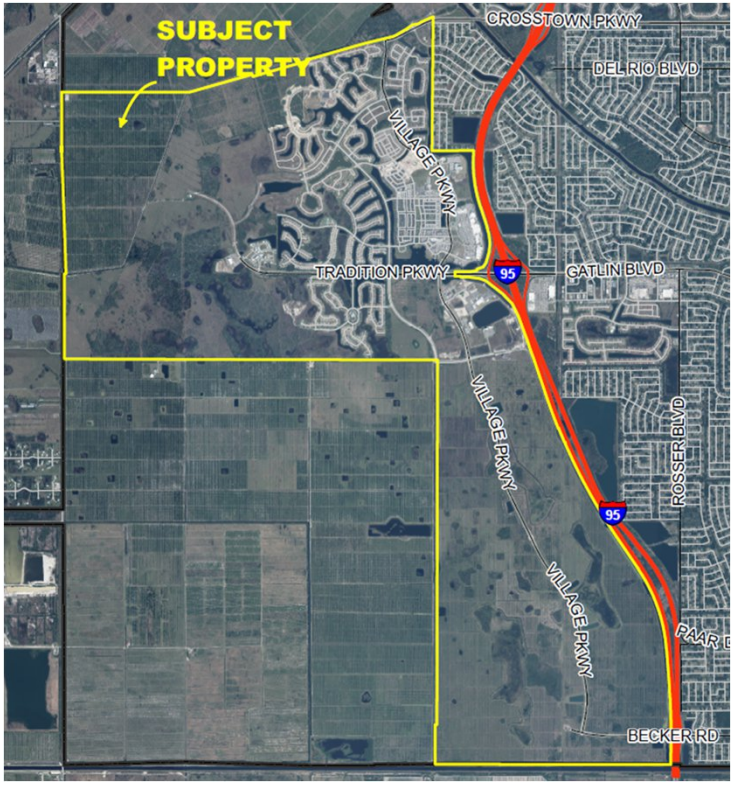
Planning and Zoning Board Meeting
Marissa Da Breo-Latchman, Environmental Planner II
June 2, 2026

Request Summary

Owner:	Mattamy Palm Beach, LLC
Applicant:	Steven Garrett, Lucido & Associates
Location:	West of I-95, east of Range Line Road, and south of Crosstown Parkway.
Request:	Approval of an 8th amendment to the Tradition Master Sign Program.

Surrounding Areas

Direction	Existing Use	Future Land Use	Zoning
North	Verano development	RGC	PUD
South	Riverland development and C-24 Canal	NCD	MPUD
East	I-95	N/A	N/A
West	Riverland development and St. Lucie County	NCD and SLC AG-5	MPUD and SLC AG-5



Project Summary

- The Tradition Master Sign Program provides the signage regulations for all of the development within the Tradition, Southern and Western Grove Development of Regional Impact (DRI) areas.
- The primary focus of the proposed amendment is to add a definition for "Jobs Corridor/Economic Development District" and a table specifying the locations, number of signs and sign area allowed in that district. The Jobs Corridor/Economic Development District is located within the Southern Grove DRI, south of Discovery Way, north of Becker Road, between Village Parkway and Interstate 95.
- Other proposed changes include adding requirements for approval of signs within public and private road rights -of-way (ROWs), increasing the number of Non-Residential Informational/Directional signs from 4 to 24, and additional minor changes

Recommendation

The Site Plan Review Committee recommended approval of the Master Sign Program amendment on February 25, 2026.

Staff finds that the proposed amendment complies with the requirements of Section 155.03(H), City Sign Code and recommends approval.

Agenda Summary

2026-515

Agenda Date: 6/2/2026 **Agenda Item No.:** 8.b

Placement: Public Hearing - Quasi Judicial

Action Requested: Motion / Vote

P25-220 SLW-Diamond Elite Academy, LLC - Special Exception Use

The property is located East of NW Peacock Blvd. and south of NW University Blvd.

Legal Description: University Park St. Lucie West Plat No. 143 Second Replat in Parcel 21D, Lot 1

This is a request to allow an enclosed assembly area over 3,000 square feet without an alcoholic beverage license for on-premises consumption of alcoholic beverages.

Submitted By: Ivan Betancourt, Planner I, Planning and Zoning Department

Executive Summary: Applicant requests a Special Exception Use (SEU) to permit 10,350 square feet of enclosed assembly recreational space without an alcoholic beverage license for on-premises consumption of alcoholic beverages.

Presentation Information: Staff will provide a presentation.

Staff Recommendation:

If the Board finds that the special exception use is consistent with the criteria listed in Section 158.260 (A) through (L) of the City code, then the Board may:

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

If the Board finds that the special exception use application is inconsistent with the criteria listed in Section 158.260 (A) through (L) of the City code, then the Board may:

- Motion to recommend denial to the City Council

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.

Background: The subject site is an existing developed property, and the current site plan was originally approved on November 9, 2011.

Issues/Analysis: See staff report.

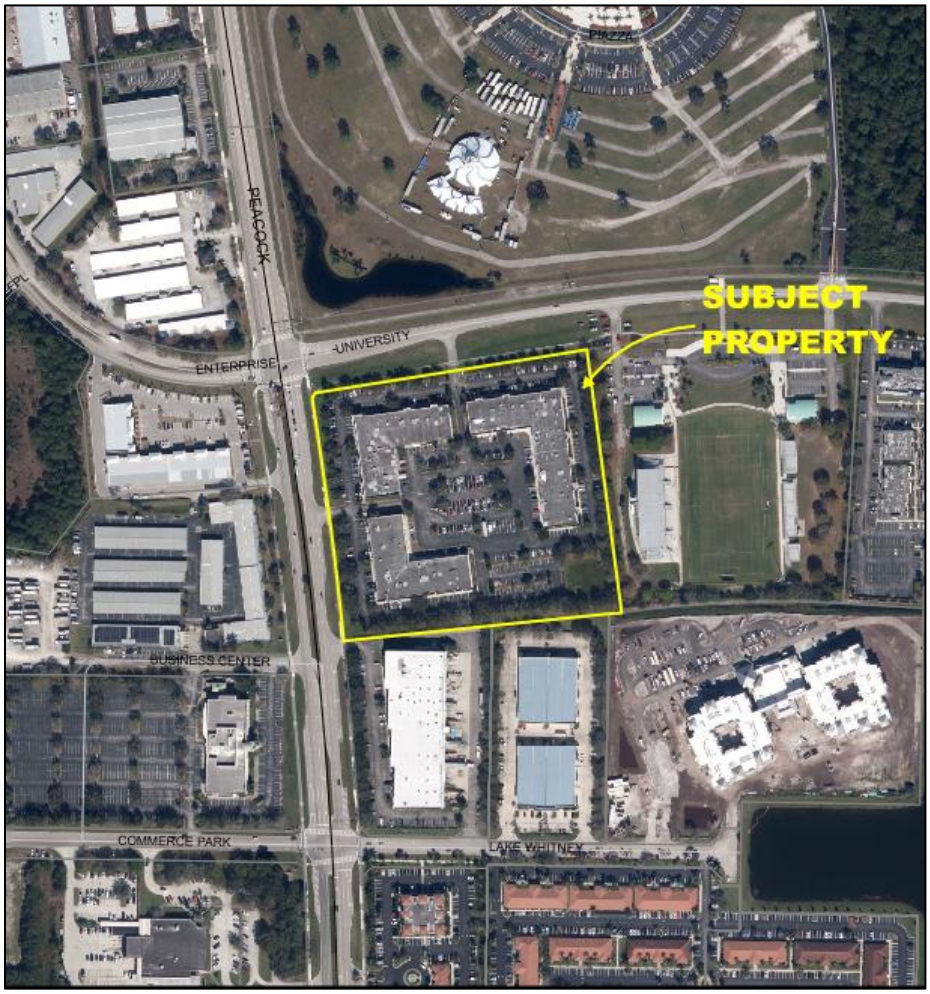
Special Consideration: N/A

Location of Project: 580 NW University Blvd

Attachments:

1. Staff Report
2. SEU Criteria Responses
3. Proposed Floor Plan
4. Agent Authorization Letter
5. Approved Site Plan
6. Special Warranty Deed
7. Lease Agreement
8. Staff Presentation

SLW-Diamond Elite Academy, LLC
Special Exception Use
P25-220



Project Location Map

SUMMARY

Applicant's Request:	The request is for a Special Exception Use (SEU) to permit 10,350 square feet of enclosed assembly recreational space without an alcoholic beverage license for on-premises consumption of alcoholic beverages.
Applicant:	Tiffany Romero
Property Owner:	PSL BUSINESS CENTER PARTNERSHIP
Location:	East of NW Peacock Blvd and south of NW University Blvd
Project Planner:	Ivan Betancourt, Planner I

Project Description The City of Port St. Lucie has received a request from Tiffany Romero, Diamond Elite Academy, LLC, the applicant, authorized by PSL Business Center Partnership, the property owner, to allow an enclosed assembly area over 3,000 square feet without alcoholic beverage license for on-premise consumption of alcoholic beverages. The property is located at 580 NW University Blvd. The property is zoned Service Commercial (CS) and has a Service Commercial, High Density Residential, and Institutional (CS/RH/I) future land use designation. Per Section 158.126, enclosed assembly areas over 3,000 square feet may be considered by the City Council under a special exception use application. The property is located at 580 NW University Boulevard and legally described as SLW Plat No. 143, Lot 1, Parcel 21D.

Section 158.126(D)(3), Service Commercial (CS) Zoning District, requires enclosed assembly areas over 3,000 square feet, without an alcoholic beverage license for on-premises consumption, to apply for a special exception use. The applicant intends to operate as a baseball training facility. The applicant proposes to occupy space within an existing building on the developed site with interior modifications to accommodate the training functions. No exterior site changes are proposed.

The proposed baseball training facility exceeds 3,000 square feet of enclosed assembly area and is classified as an enclosed assembly use under Chapter 153 of the City's Code of Ordinances. In the CS zoning district, enclosed assembly areas over 3,000 square feet require approval of a Special Exception Use by the Planning & Zoning Board and City Council.

Previous Actions

The subject property is an existing developed site. The original site plan received City Council approval on July 14, 2008, and was later amended and approved administratively on November 9, 2011.

Public Notice Requirements

Notice of this request for a special exception use was mailed on May 21, 2026, to owners of property within a 750-foot radius of the subject property.

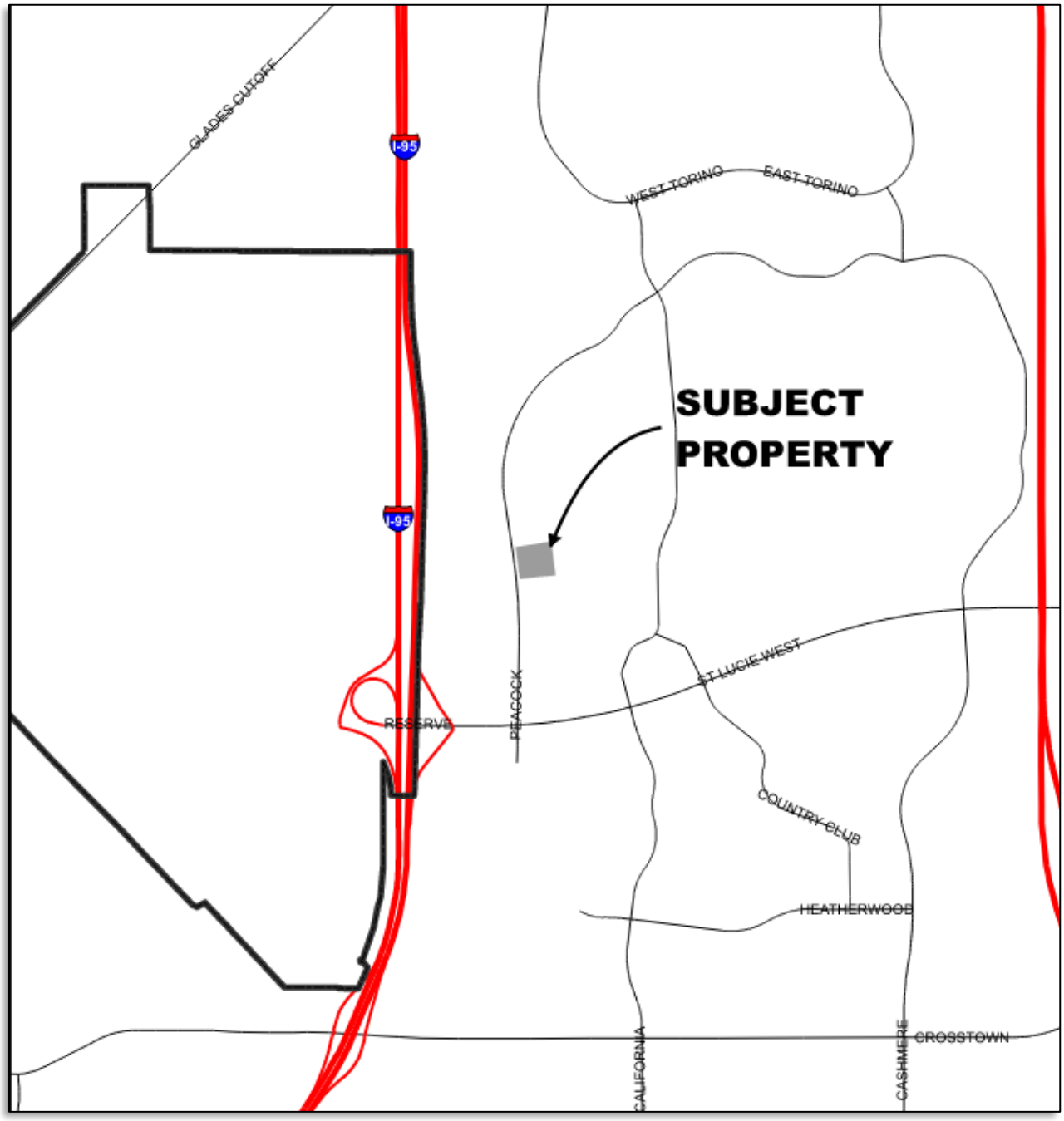
Location and Site Information

Parcel Number:	3325-600-0004-000-7
Property Address:	580 NW University Blvd
Property Size:	+/- 11.25 -acres
Legal Description:	University Park St. Lucie West Plat No. 143 Second Replat in Parcel 21D, Lot 1
Future Land Use:	Service Commercial, High Density Residential, and Institutional (CS/RH/I)
Existing Zoning:	Service Commercial (CS)
Existing Use:	Developed site, commercial business center

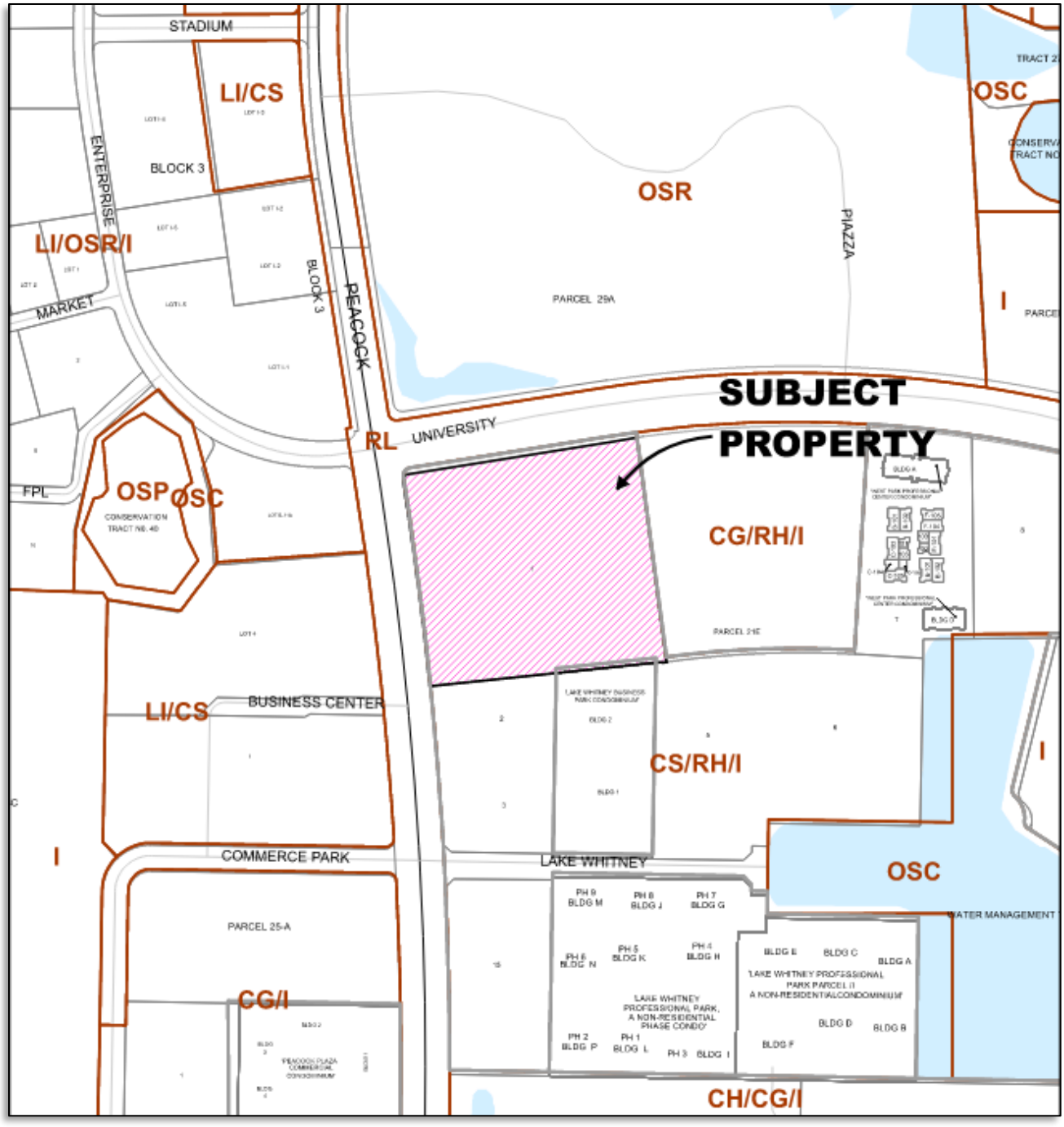
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	OSR	GU	Baseball stadium
South	CS/RH/I	CS	Commercial business center
East	CG/RH/I	I	Recreational field
West	LI/CS	IN	Self-storage facility

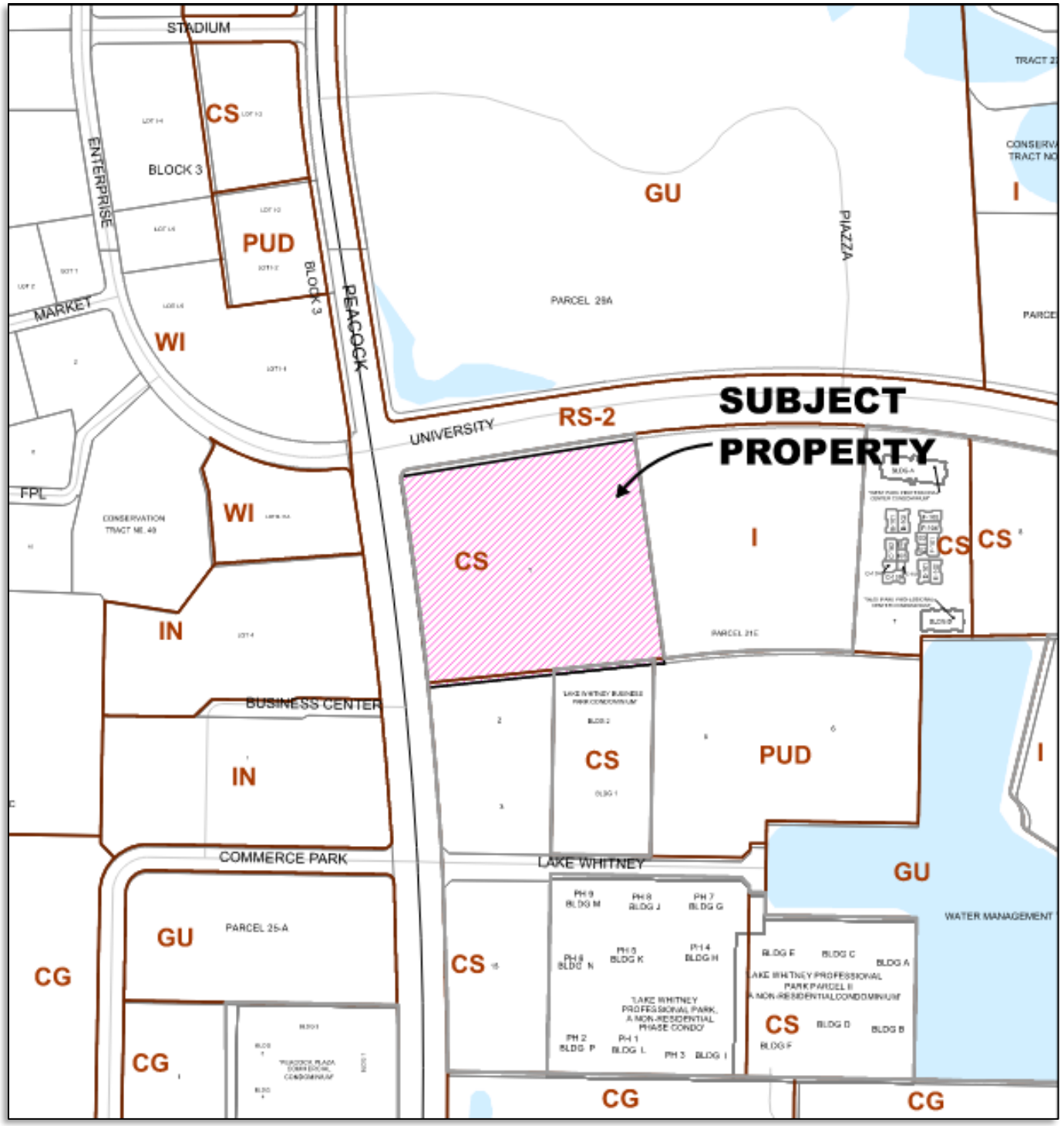
GU-General Use, I-Institutional, LI-Light Industrial, RH-High Density Residential, OSR-Open Space Recreational, CS-Service Commercial, IN-Industrial, CG-General Commercial



Location Map


STADIUM
LI/CS
BLOCK 3
ENTERPRISE
LI/OSR/I
MARKET
BLOCK 3
PEACOCK
OSR
PLAZZA
OSC
I
PARCEL 29A
SUBJECT
PROPERTY
RL
UNIVERSITY
FPL
OSP
OSC
CONSERVATION TRACT NO. 40
CG/RH/I
PARCEL 24E
LI/CS
BUSINESS CENTER
CS/RH/I
I
I
COMMERCE PARK
LAKE WHITNEY
OSC
WATER MANAGEMENT
PARCEL 25-A
CG/I
LAKE WHITNEY PROFESSIONAL PARK, A NON-RESIDENTIAL PHASE CONDO
LAKE WHITNEY PROFESSIONAL PARK PARCEL II A NON-RESIDENTIAL CONDOMINIUM
CH/CG/I

Land Use Map


STADIUM
CS
ENTERPRISE
BLOCK 3
PUD
BLOCK 3
PEACOCK
GU
PIAZZA
I
MARKET
WI
PARCEL 29A
UNIVERSITY
RS-2
SUBJECT
PROPERTY
FPL
CONSERVATION
TRACT NE-49
WI
CS
I
CS
CS
IN
PARCEL 21C
BUSINESS CENTER
CS
PUD
I
IN
COMMERCE PARK
LAKE WHITNEY
GU
GU
PARCEL 25-A
WATER MANAGEMENT
CG
CS
CS
CG
CG
CG

Zoning Map

PROJECT ANALYSIS

Special exceptions are uses that would only be allowed under certain conditions and are reviewed for compatibility with the existing neighborhood. Approval of a special exception application shall only be granted by the City Council if it meets the criteria established under Section 158.260 (A) through (L) as noted below. The applicant's response to the criteria and Staff's review is below.

Evaluation of Special Exception Criteria (Section 158.260)

(A) Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.

- Applicant's Response: *The site's existing driveway connections allow safe and convenient vehicle entry and exit. Customers will enter via the rear entry at the back of the building. The building has 8 means of egress – fast and easy evacuations.*
- Staff Findings: This application does not propose any modifications to the site's existing ingress or egress. During the original site plan approval, it was demonstrated that the property provides adequate vehicular and pedestrian access. The site is currently served by two points of ingress/egress, one on NW Peacock Boulevard and one on NW University Boulevard.

(B) Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.

- Applicant's Response: *The property has approximately 400 parking spaces which is more than sufficient capacity for customers.*
- Staff findings: Per Section 158.221(C)(17) of the City Code, recreational facilities require parking at a ratio of one space per 200 square feet of gross floor area. The proposed recreational use consists of 10,350 square feet of assembly area, resulting in a required 52 parking spaces. The required parking for the overall site is at a rate of one space per 250 square feet, resulting in 450 parking spaces. A total of 509 parking spaces are provided, which is sufficient to accommodate the full parking demand associated with this special exception request.

  The majority of the site's existing businesses operate primarily during daytime hours, while the recreational baseball training facility operates from 4:00 PM to 8:00 PM on weekdays, and 9:00 AM to 1:00 PM on Saturdays. Most businesses on the site do not operate on Saturdays, eliminating any overlap in parking demand during the proposed Saturday hours. Additionally, several existing businesses function as flex spaces, which incorporate warehouse-type functionality and therefore require less parking than traditional commercial uses. These operational characteristics further ensure that the proposed use will not create conflicts with existing on-site uses or parking availability.

(C) Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.

- Applicant's Response: *Adequate and properly located utilities are already available on site.*
- Staff findings: Adequate utilities are available to service the proposed use. St. Lucie West Services District currently provides utility services to the site.

(D) Adequate screening or buffering. Additional buffering beyond that which is required by the code may be required in order to protect and provide compatibility with adjoining properties.

- Applicant's Response: *All business operations will be done during normal business hours and indoors. If required by the city, additional measures can be taken like increased vegetative height or expanded landscape beds.*

- Staff findings: No additional screening or buffering is required. The site's approved landscape plan provides adequate perimeter landscaping.

(E) Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

- Applicant's Response: *Signage can be appropriately sized and placed so they are easily seen by drivers without obstructing views sightlines or obstructing traffic. Exterior lighting can use downward facing, shielded fixtures directing lighting onto the site rather than outward.*

- Staff findings: Outdoor lighting complies with the requirements of City Code Section 158.221. Any outdoor signs shall comply with Chapter 155 Sign Code. Any future individual tenant sign shall be permitted through separate building permit application.

(F) Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties to eliminate or minimize any undue glare.

- Applicant's Response: *Outdoor spaces are not needed and will not be used.*

- Staff findings*:* Yard setbacks and open space were previously addressed with the existing site plan. No changes to the existing yards and open space are being requested.

(G) The use as proposed will be in conformance with all stated provisions and requirements of this chapter.

- Applicant's Response: *The existing building meets commercial building and life-safety requirements. Any interior upgrades will be completed with proper permits and incorporate additional improvements requested by P&Z, Engineering or Fire Marshall to ensure compliance.*

- Staff findings: The proposed Special Exception Use may be permitted as defined in Section 158.126(D)(3) – Service Commercial (CS) Zoning District and shall conform to all provisions of the Zoning Code.

(H) Establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the City.

- Applicant's Response: *The business will operate entirely within an existing commercial structure designed for high traffic, professional use and all activities take place indoors. Entrances and exits are located at the back of the building away from major traffic. There will be no loud outdoor events, no odors or emissions.*

- Staff findings: By adhering to the City Code and regulations, the establishment and operation of the proposed uses are not anticipated to impair the health, safety, or convenience of residents and workers in the City.

(I) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

- Applicant's Response: *Business hours for the proposed open area that will include batting cages will be Monday–Friday, 4pm–8pm & Saturdays, 9am–1pm. Vehicle movement will be minimal, using the rear entry along with adequate parking spaces of over 400. All operations will be indoors.*

- Staff findings: The facility is not expected to constitute a nuisance due to noise, the number of people who will attend the facility, the hours of operation or vehicular movement. The day-to-day activities occur indoors, and the proposed operating hours are Monday–Friday, 4 PM–8 PM & Saturdays, 9 PM–1 PM

(J) The use as proposed for development will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access location, light and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

- Applicant's Response: *Any design adjustments required by the city to meet full compatibility will be made. The proposed business use is compatible with existing commercial uses surrounding the property. The batting cages will operate fully indoors, in an existing building with no changes made structurally in size or height. Access remains through existing driveways.*

- Staff findings: The proposed use is not expected to adversely impact surrounding properties. The facility is in an area designated for commercial development. The site is already developed, and the required landscape buffers have been installed.

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive or intrusive upon the nearby area and would result in excessive disturbance or nuisance from the use altering the character of the neighborhood.

- Staff findings: Acknowledged.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

- Staff findings: Acknowledged.

PLANNING AND ZONING BOARD ACTION OPTIONS

If the Board finds that the special exception use application is consistent with the criteria listed in Section 158.260 (A) through (L) of the City code, then the Board may:

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

If the Board finds that the special exception use application is inconsistent with the criteria listed in Section 158.260 (A) through (L) of the City code, then the Board may:

- Motion to recommend denial to the City Council

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.

SPECIAL EXCEPTION USE APPLICATION

City of Port St. Lucie - Planning & Zoning Department
121 SW Port St Lucie Blvd. Bldg. B. Port St. Lucie, Florida 34984
772-871-5213

FOR OFFICE USE ONLY
Non-Refundable Fee:$_____
Receipt No.: _____

PRIMARY CONTACT EMAIL ADDRESS: blancita1693@aol.com

PROPERTY OWNER:

Name: PSL Business Center Partnership

Address: 13280 NE 6 Avenue Apt. 100 North Miami, FL 33161-4019

Telephone No.: (772) 872-6271 Email: office@rpm18.com

APPLICANT (IF OTHER THAN OWNER, ATTACH AUTHORIZATION TO ACT AS AGENT):

Name: Tiffany Romero

Address: 10578 SW Morning Glory Drive Port Saint Lucie, FL 34987

Telephone No.: 917-501-7166 Email: blancita1693@aol.com

SUBJECT PROPERTY:

Legal Description: University Park St. Lucie West Plat #143 Second replat parcel 21D Lot 1 (11.251AC) or (4129-1689)

Parcel I.D Number: 3325-600-0004-000-7

Address: 580 NW University Blvd. Port Saint Lucie, FL 34986 Bays: _____

Development Name: University Park (Attach Sketch and/or Survey)

Gross Leasable Area (sq. ft.): 26,595 Assembly Area (sq. ft.): 10,350 sq. ft

Current Zoning Classification: Service Commercial Zoning SEU Requested: Enclosed assembly area over 3,000 sq.ft without an alcoholic beverage license

Please state, as detailed as possible, reasons for requesting proposed SEU (continue on separate sheet, if necessary):

I am applying for a Special Exception Use for an enclosed assembly area over 3,000sq ft. without alcoholic beverage license for on-premise consumption of alcoholic beverages. The SEU application is for the space where there will be an open area & batting cage space. This space is essential to the proposed private academy with allowing students to learn and train daily in 1 space.

Signature of Applicant | Tiffany Romero (Print Name) | 5/26/2026 (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. 01/26/26

SPECIAL EXCEPTION USE

The Planning and Zoning Board, and Zoning Administrator, may authorize the special exception use from the provisions of § 158.260. In order to authorize any special exception use from the terms of this chapter, the Planning and Zoning Board, or Zoning Administrator, will consider the special exception criteria in § 158.260 and consider your responses to the following when making a determination.

(A) Please explain how adequate ingress and egress will be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control, and access in case of fire or other emergency.

The site's existing driveway connections allow safe and convenient vehicle entry and exit. Customers will enter via the rear entry at the back of the building. The building has 8 means of egress - fast and easy evacuations.

(B) Please explain how adequate off-street parking and loading areas will be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.

The property has approximately 400 parking spaces which is more than sufficient capacity for customers.

(C) Please explain how adequate and properly located utilities will be available or will be reasonably provided to serve the proposed development.

Adequate and properly located utilities are already available on site.

(D) Please explain how additional buffering and screening, beyond that which is required by the code, will be required in order to protect and provide compatibility with adjoining properties.

All business operations will be done during normal business hours and indoors. If required by the city, additional measures can be taken like increased vegitative height or expanded landscape beds.

(E) Please explain how signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

Signage can be appropriately sized and placed so they are easily seen by drivers without obstructing views sightlines or obstructing traffic. Exterior lighting can use downward facing, shielded fixtures directing lighting onto the site rather than outward.

(F) Please explain how yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

Outdoor spaces are not needed and will not be used.

(G) Please explain how the use, as proposed, will be in conformance with all stated provisions and requirements of the City's Land Development Regulation.

The existing building meets commercial building and life-safety requirements. Any interior upgrades will be completed with proper permits and incorporate additional improvements requested by P&Z, Engineering or Fire Marshall to ensure compliance.

(H) Please explain how establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the city.

The business will operate entirely within an existing commercial structure designed for high traffic, professional use and all activities take place indoors. Entrances and exits are located at the back of the building away from major traffic. There will be no loud outdoor events, no odors or emissions.

(I) Please explain how the proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

Business hours for the proposed open area that will include batting cages will be Monday-Friday, 4pm-8pm & Saturdays, 9am-1pm. Vehicle movement will be minimal, using the rear entry along with adequate parking spaces of over 400. All operations will be indoors.

(J) Please explain how the use, as proposed for development, will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access, location, light and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

Any design adjustments required by the city to meet full compatibility will be made.

The proposed business use is compatible with existing commercial uses surrounding the property. The batting cages will operate fully indoors, in an existing building with no changes made structurally in size or height. Access remains through existing driveways.

Signature of Applicant	Tiffany Romero Print Name	4/28/2026 Date

PLEASE NOTE:

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive or intrusive upon the nearby area and would result in excessive disturbance or nuisance from the use altering the character of neighborhood.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

SPECIAL EXCEPTION USE

§ 158.260 REQUIREMENTS AND APPROVAL

Special Exceptions are uses that would only be allowed under certain conditions and are required to be compatible with the existing neighborhood. It is expected that any such approval be implemented in a timely manner to ensure the use is established under the physical conditions of the area in place when approved. Therefore, Special Exception Uses shall expire after one year on the date of approval unless the applicant has received final site plan approval, or if a site plan is not required, the appropriate permits to allow development of the use to continue as approved.

Approval of a special exception application shall be granted by the City Council only upon a finding that:

(A) Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control, and access in case of fire or other emergency.

(B) Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.

(C) Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.

(D) Adequate screening or buffering. Additional buffering beyond that which is required by the code may be required in order to protect and provide compatibility with adjoining properties.

(E) Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

(F) Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

(G) The use as proposed will be in conformance with all stated provisions and requirements of this chapter.

(H) Establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the city.

(I) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

(J) The use as proposed for development will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access, location, light and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

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(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

CONCEPT PLAN COMPLETENESS CHECKLIST

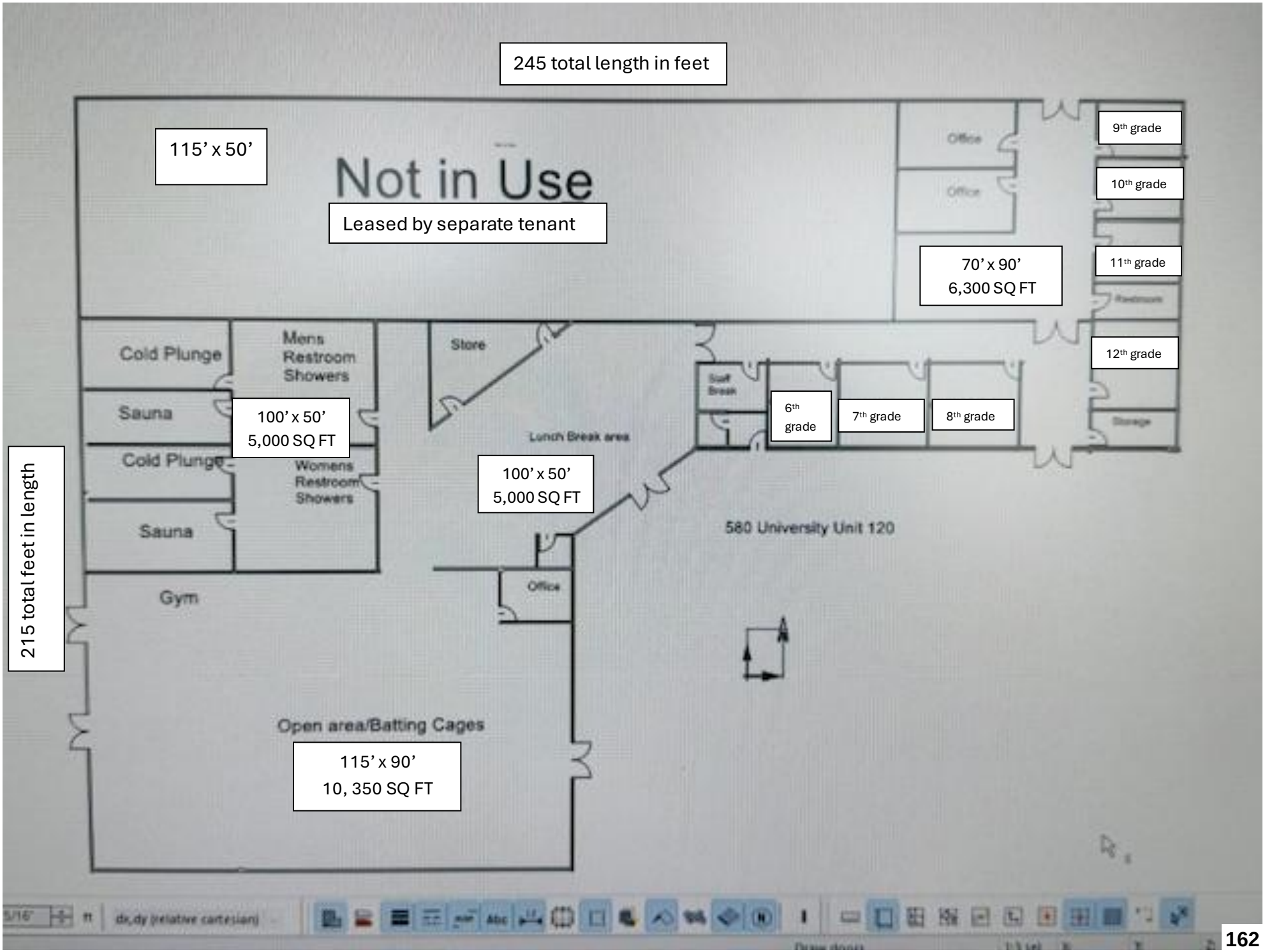
Revised January 2026

Project Name: Diamond Elite Academy LLC

Applicant should submit the concept plan package to Planning & Zoning Department with all items listed below to initiate the review process. Other drawings or information may be required, if deemed necessary, upon review of the submittal for the Site Plan Review Committee Meeting.

Use the following to complete the checklist:
✓ = *Provided* X = *Incomplete or Missing* NA = *Not Applicable*

Applicant Checklist	*Description of Item Provided*
	Completeness Checklist: Completed by applicant.
	Cover Letter: Letter explaining the purpose and history of the application.
	Written Response to Comments: For resubmittals only.
	Owner's Authorization: On Owner's letterhead.
	Application Fees: Paid online or check submitted to Planning & Zoning Dept.
	Proof of Ownership:
	Copy of the recorded deed(s) for each parcel.
	PUD/MPUD Document and Concept Plan (Sections 158.170 – 158.175 of the Zoning Code):
	Show traffic access points
	Show drainage discharge locations
	Show proposed water and sewer connection points
	Evidence of unified control and binding PUD agreement
	Density statement
	Proposed zoning district regulations
	LMD Rezoning and Concept Plan (Section 158.155(M) of the Zoning Code):
	Show traffic access points
	Show drainage discharge locations
	Show proposed water and sewer connection points
	Evidence of unified control and development agreement
	Preliminary building elevations
	Landscape Plan
	SEU Concept Plan:
	Either approved site plan or proposed concept plan


245 total length in feet
115' x 50'
Not in Use
Leased by separate tenant
Office
Office
9th grade
10th grade
70' x 90'
6,300 SQ FT
11th grade
12th grade
Cold Plunge
Mens Restroom Showers
Store
Sauna
100' x 50'
5,000 SQ FT
Staff Break
6th grade
7th grade
8th grade
Lunch Break area
Cold Plunge
Womens Restroom Showers
100' x 50'
5,000 SQ FT
Sauna
580 University Unit 120
215 total feet in length
Gym
Office
Open area/Batting Cages
115' x 90'
10, 350 SQ FT

PSL Business Center Partnership

13280 NE 6th Ave Office 100
North Miami, FL 33161

12/04/2025

To whom it may concern, I am the Authorized Member and representative for the property located at 580 NW University Blvd in Port Saint Lucie, FL.

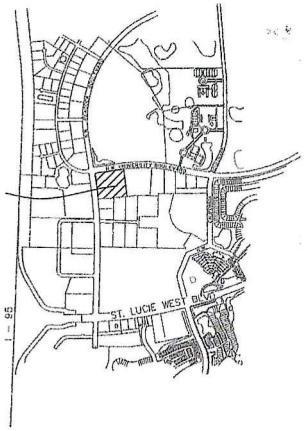
I am writing this to provide our permission for Tiffany Romero of Diamond Elite Academy, to apply for the SEU Application.

Should you have any questions or concerns, please feel free to reach out to our Director of Operations, Lance Feldman. He will be happy to assist you with anything required to assist Ms. Romero.

Thank you,



Allen Chelminsky
Authorized Member
PSL Business Center Partnership



DESCRIPTION

ALL OF LOT 1 AS SHOWN ON THE PLAT OF ST. LUCIE WEST PLAT NO. 143, 2ND. REPLAT IN PARCEL 21D, RECORDED IN PLAT BOOK 41, PAGES 29 AND 29A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA CONTAINING 11.251 ACRES, MORE OR LESS.

SITE DATA

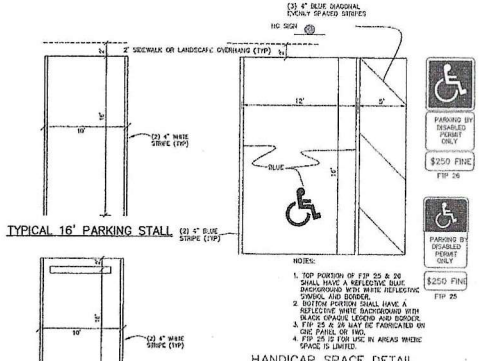
EXISTING ZONING	CS	
FUTURE LAND USE	CS/RH/I	
BUILDING	111,622 s.f. (2.562 Ac.)	= 22.8%
PAVEMENT & SIDEWALK	261,225 s.f. (5.997 Ac.)	= 53.3%
IMPERVIOUS AREA	371,543 s.f. (8.529 Ac.)	= 76.1%
PERVIOUS AREA	118,594 s.f. (2.723 Ac.)	= 23.9%
GROSS SITE AREA	490,137 s.f. (11.252 Ac)	= 100%
BUILDING HEIGHT:	PER ARCHITECT PLANS MAXIMUM BUILDING HEIGHT = 35.0'	
PROVIDER OF UTILITIES:	ST. LUCIE WEST SERVICES DISTRICT	
REFUSE SERVICE:	EXISTING DUMPSTER PICK-UP	
SETBACK REQUIREMENTS	25' FRONT – 20' REAR – 10' SIDES	

PHASING NOTES

1. ALL BUILDINGS AND PAVING ARE EXISTING

LEGEND:

	=	DELTA ANGLE
C.A.T.V.	=	CABLE TV
ELEV.	=	ELEVATION
F.F.	=	FINISHED FLOOR
ø	=	ARC LENGTH
L.S.E.	=	LANDSCAPE EASEMENT
M.H.	=	MAN HOLE
P.D.E.	=	PRIVATE DRAINAGE EASEMENT
P.U.E.	=	PRIVATE UTILITY EASEMENT
	=	RADIUS
R/W	=	RIGHT OF WAY
S.B.T.	=	SOUTHERN BELL TELEPHONE
S.F.	=	SQUARE FEET
TYP.	=	TYPICAL

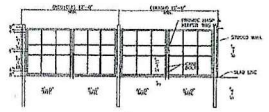


TYPICAL 16' PARKING STALL

TYPICAL 18' PARKING STALL

NOTES:
1. TOP PORTION OF F.S. 316.1955 & 316.008 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK GRADE LEGEND AND BORDER.
3. F.S. 316.1955 & 316.008 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. F.S. 316.1955 FOR USE IN AREAS WHERE SPACE IS LIMITED.

HANDICAP SPACE DETAIL



NOTES:
1. DUMPSTER GATE SHALL BE WOOD OR METAL.
2. MATERIAL BY OWNER.

DUMPSTER GATE DETAIL

UTILITIES
WATER AND SEWER: ST. LUCIE WEST SERVICES DISTRICT
ELECTRICITY: FLORIDA POWER & LIGHT COMPANY
TELEPHONE: SOUTHERN BELL
LANDSCAPING – ALL LANDSCAPING SHALL MEET OR EXCEED THE REQUIREMENTS OF CHAPTER 153, LANDSCAPING CODE OF THE CITY OF PORT ST. LUCIE
LIGHTING – ALL SITE LIGHTING SHALL CONFORM TO CITY ORDINANCES AND DESIGN STANDARDS
DRAINAGE – ALL SITE DRAINAGE WILL BE DESIGNED TO MEET THE CITY OF PORT ST. LUCIE REQUIREMENTS, ST. LUCIE WEST SERVICES DISTRICT AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.
FIRE PROTECTION – BUILDING AND SITE WILL MEET THE MINIMUM REQUIREMENTS OF THE FIRE DEPARTMENT AND LOCAL BUILDING CODES.
HAZARDOUS MATERIAL– STORAGE/DISPOSAL SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.
SITE IS NOT LOCATED IN A WELL FIELD PROTECTED ZONE.
THE PROJECT WILL REQUIRE REVIEW BY THE ST. LUCIE WEST ARCHITECTURAL COMMITTEE.

DRAINAGE NOTE:

STORM WATER RUNOFF WILL BE COLLECTED AND PIPED TO A RETENTION AREA DESIGNED TO DETAIN 1" OF 0" RUN OFF AND DISCHARGE THE EXCESS INTO THE ST LUCIE WEST SERVICE DISTRICTS CONVEYANCE SYSTEM.

ALL ELEVATIONS FROM THE SURVEY REFERENCE THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929.

PARKING CALCULATIONS

1 SPACE FOR EVERY 250 SQ FT OF BUILDING

TOTAL PARKING REQUIRED:	= 450 SPACES
TOTAL PARKING PROVIDED:	= 509 SPACES
TOTAL HANDICAP PARKING REQUIRED:	= 10.2 SPACES
TOTAL HANDICAP PARKING PROVIDED:	= 13 SPACES

TRAFFIC NOTE:

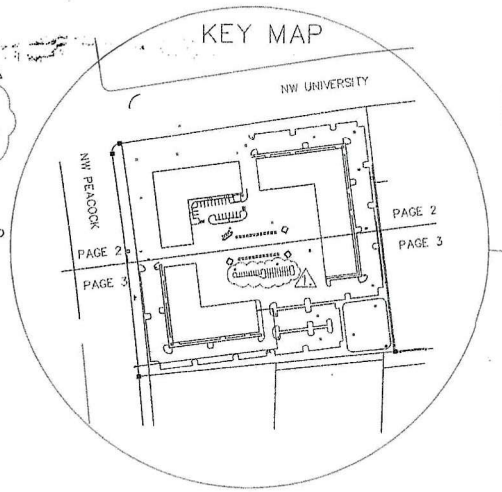
THE SITE SHOULD GENERATE APPROXIMATELY 1250 TRIPS PER DAY WITH A PEAK HOURLY RATE OF 200 TRIPS. (BASED ON THE ITE TRIPS GENERATION MANUAL FOR AN OFFICE PARK).

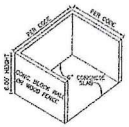
OPEN SPACE REQUIREMENTS

MINIMUM REQUIRED = 20% (PER CS ZONING DISTRICT)
REQUIRED = 11.251 X 20% = 2.25 ACRES
PROPOSED = 2.334 ACRES

LOADING ZONE REQUIREMENTS

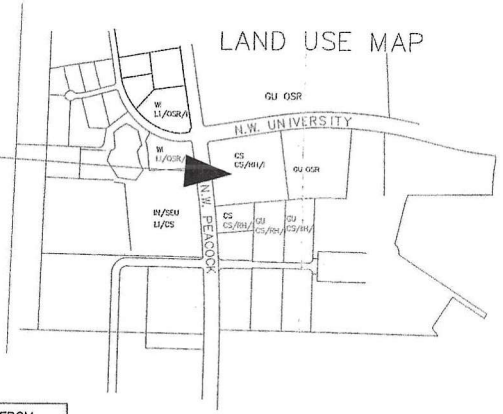
LOADING ZONES REQUIREMENT = 3
LOADING ZONES PROVIDED = 3





DUMPSTER DETAIL
N.T.S.

SITE



SITE PLAN APPROVED
DATE: Nov 9, 2011
BY: SPRC
CONDITIONS ATTACHED: YES ☐ NO ☒

SITE PLAN APPROVED
DATE: Nov 9, 2011
BY: SPRC — Administrative Approval
CONDITIONS ATTACHED: YES ☐ NO ☒

RECEIVED
DEC 01 2011
PLANNING & ZONING DEPT.
CITY OF PORT ST. LUCIE, FL

BASE SHEET INFO FROM DRAWINGS BY ARCADIS LNW

NOT FOR CONSTRUCTION

CITY OF PORT ST LUCIE PROJECT NO. P11-142

PATRICK K. FERLAND, REG. ENGINEER No. 33125

COMPUTER FILE REF.	FIELD BK./PG.
11-257 BASE	
SITE Job	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2700 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-1537 • FAX 772-464-9127 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 1776

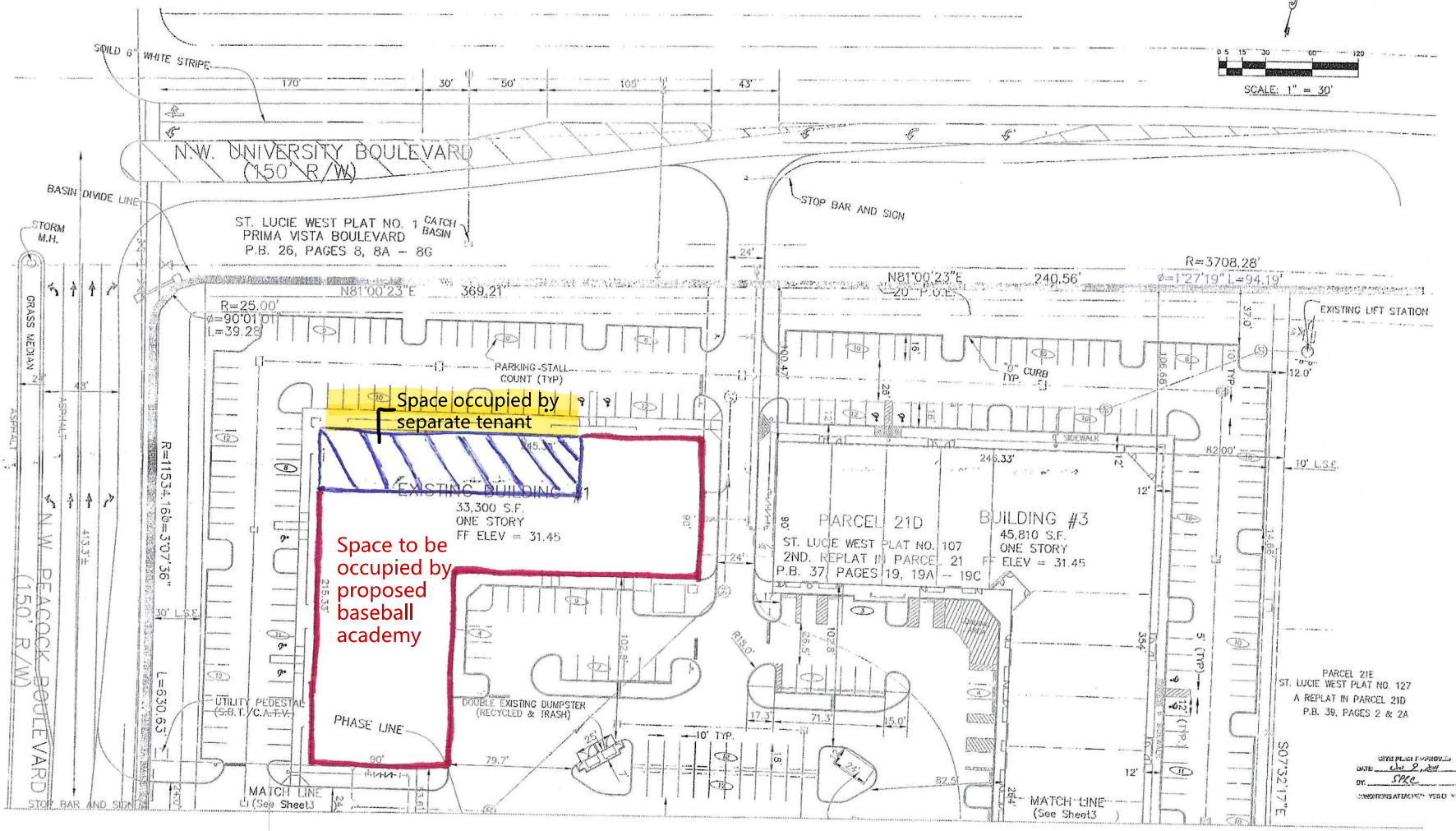
– REVISIONS –	BY	DATE
⚠ REVISED PARKING, PHASING & SITE DATA NOTES	JH.	10-7-11

	BY	DATE
DESIGNED	P.J.F.	10-7-11
CALCS.		
DRAWN		
DETAILED		
CHECKED	P.J.F.	10-7-11
APPROVED		

FLEX CENTER AT ST. LUCIE WEST

SITE PLAN

DATE: 10/07/2011
HORIZ. SCALE: 1"=30'
VERT. SCALE: 1"=1'
JOB No. 11-257
SHEET 1 OF 3



BASE SHEET INFO FROM DRAWINGS BY ARCADIS LNW

NOT FOR CONSTRUCTION

CITY OF PORT ST LUCIE PROJECT NO. P11-142

PATRICK J. TERPENING FLORIDA REG. NO. 33125

COMPUTER FILE REF.	FIELD BK./PG.
11-257 BASE	
SP-CPT 11sh	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2580 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3339 • FAX 772-464-9407 • www.ct-tpg.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 3196

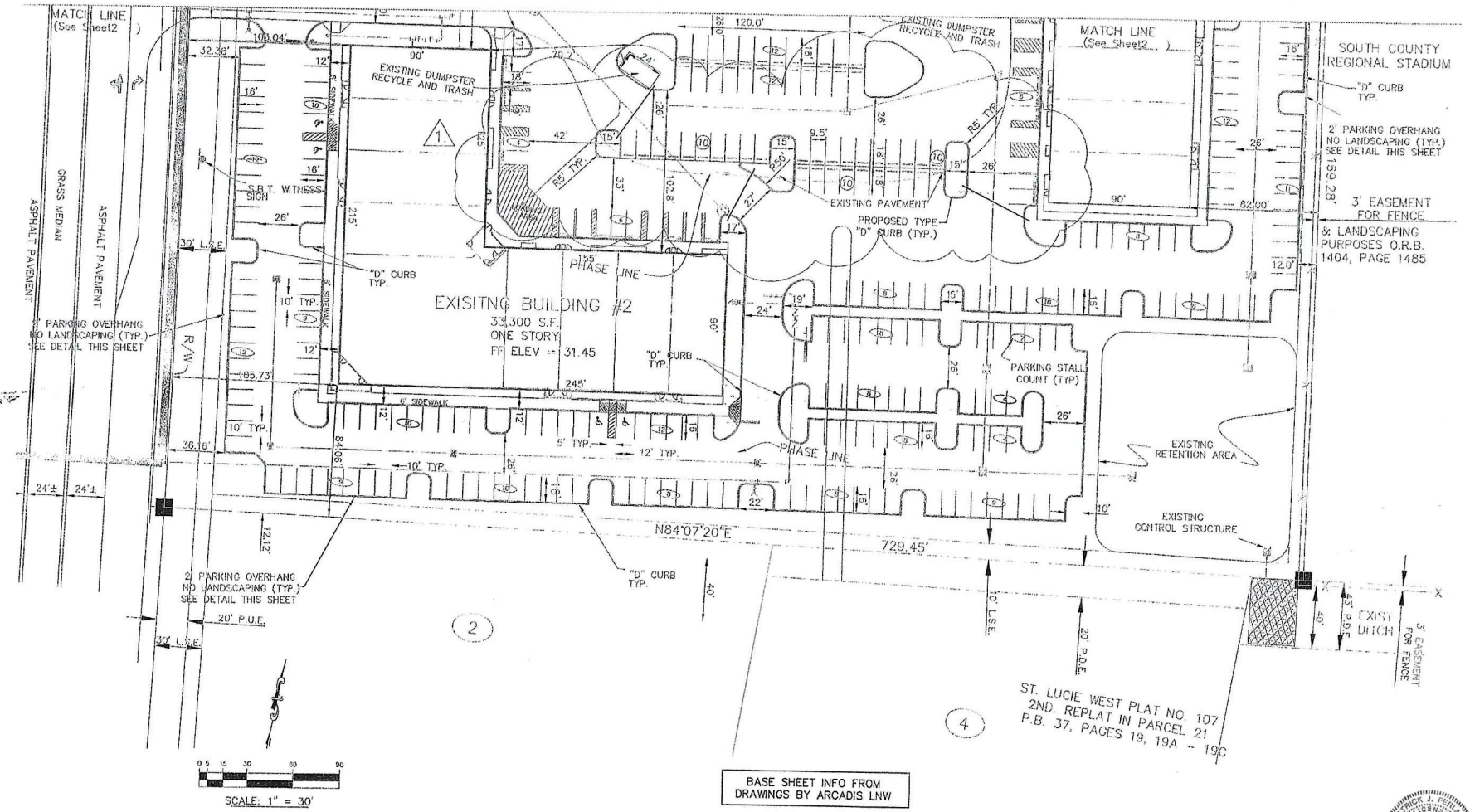
- REVISIONS -	BY	DATE

	BY	DATE
DESIGNED		
CALCS.		
DRAWN		
DETAILED		
CHECKED		
APPROVED		

FLEX CENTER AT ST. LUCIE WEST

SITE PLAN

DATE: 10/07/2011
HORIZ. SCALE: 1"=30'
VERT. SCALE: 1"=1'
JOB No. 11-257
SHEET 2 OF 3



BASE SHEET INFO FROM DRAWINGS BY ARCADIS LNW

NOT FOR CONSTRUCTION

CITY OF PORT ST LUCIE PROJECT NO. P11-142

PATRICK J. FERLAND No 33125 STATE OF FLORIDA PROFESSIONAL ENGINEER

PATRICK J. FERLAND, P.E. FLA. REG. NO. 33125

COMPUTER FILE REF.	FIELD BK./PG.
11-257 BASE	
OPT 1.dn	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-461-3407 • www.ctengineering.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION #1395

- REVISIONS -	BY	DATE
1 ADDED PARKING SPACES	J.H.	10-7-11

	BY	DATE
DESIGNED	P.J.F.	10-7-11
CALCS.		
DRAWN		
DETAILED		
CHECKED	P.J.F.	10-7-11
APPROVED		

FLEX CENTER AT ST. LUCIE WEST

SITE PLAN

DATE: 10/07/2011
HORIZ. SCALE: 1"=30'
VERT. SCALE: 1"=1'
JOB No. 11-257
SHEET 3 OF 3

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4432972 OR BOOK 4129 PAGE 1689, Recorded 05/08/2018 12:46:58 PM Doc Tax: $114800.00

This instrument prepared by:
Brian C. Hickey, Esquire
Nason, Yeager, Gerson, White & Lioce, P.A.
3001 PGA Blvd., Suite 305
Palm Beach Gardens, FL 33410

Record and Return To:
Certified Title
4651 Sheridan St., Suite 200
Hollywood, FL 33021

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 2nd day of May, 2018, is between PEACOCK UNIVERSITY, LLC, a Florida limited liability company (**Grantor**), whose address is c/o Asset Specialists, Inc., Attn: Thomas R. Gibson, 3710 Buckeye Street, Suite 100, Palm Beach Gardens, Florida 33410, and PSL BUSINESS CENTER PARTNERSHIP, a Florida General Partnership (**Grantee**), whose address is 13280 N.E. 6th Avenue, Office #100, North Miami, FL 33161.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable considerations, in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, the following described land situate, lying and being in St. Lucie County, Florida (**Land**):

LOT 1, UNIVERSITY PARK, ST. LUCIE WEST PLAT NO. 143, SECOND REPLAT IN PARCEL 21D, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 41, PAGES 29 AND 29A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

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

TO HAVE AND TO HOLD the above granted, bargained and described Land unto said Grantee to Grantee's own proper use, benefit and behoof forever, SUBJECT TO the matters described on attached Schedule 1 (collectively, **Permitted Exceptions**).

AND Grantor, subject to the Permitted Exceptions, hereby covenants that Grantor has good right and lawful authority to sell and convey the above-described Land, and, subject to the Permitted Exceptions, hereby warrants the title to said Land for any acts of Grantor and will defend the title of said land against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, this Special Warranty Deed, which has been duly executed by Grantor, is effective as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

Brian Hickey
(print witness name)

Conor R St Renne
(print witness name)

GRANTOR:

PEACOCK UNIVERSITY, LLC,
a Florida limited liability company

By: _____
Name: Thomas R. Gibson
Title: Manager

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

The foregoing Special Warranty Deed was acknowledged before me this 1 day of May, 2018, by Thomas R. Gibson, as Manager of PEACOCK UNIVERSITY, LLC, a Florida limited liability company, on behalf of said company, (X) who is personally known to me OR ( ) who produced _____ as identification.

_____
Notary Signature

Bridget Mann Harrison
Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

BRIDGET M. MANN HARRISON
MY COMMISSION # GG 148370
EXPIRES: December 9, 2021
Bonded Thru Notary Public Underwriters

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SCHEDULE 1
PERMITTED EXCEPTIONS

1. Real estate taxes and assessments (including, without limitation, any property owners association assessments) for 2018 and subsequent years, a lien not yet due and payable.

2. Zoning restrictions, prohibitions and other requirements imposed by governmental authorities.

3. All covenants, restrictions, easements, agreements and other matters of record, none of which being hereby reimposed.

4. All matters that would be disclosed by an accurate inspection/survey of the Land and Improvements.

5. The rights of tenants under unrecorded leases.

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PSL BUSINESS CENTER LEASE

THIS PSL BUSINESS CENTER LEASE (the "**Lease**") is made as of the 24th day of November 2025, between PSL BUSINESS CENTER PARTNERSHIP, located at 584 NW UNIVERSITY BLVD, PORT ST. LUCIE, FLORIDA 34986, (the "**Landlord**"), and **Diamond Elite Academy, LLC, a Florida limited liability company** (the "**Tenant**").

W I T N E S S E T H:

In consideration of the covenants herein contained, on the part of the Tenant to be kept and performed, the Landlord hereby leases to the Tenant the "**Demised Premises**", being 580 NW University Blvd., Suite 120, Port St. Lucie, Florida 34986, containing **+/- 26,595 SF**, located within a business center (the "**Project**") known as "PSL Business Center." (Suite numbers for the Demised Premises include 120, 130, 140 and 150, but Suite 120 is being used to identify the Demised Premises.)

TO HAVE AND TO HOLD the same unto the Tenant on the following terms and conditions:

1. "**Commencement Date**" means December 1, 2025 and **"Rent Commencement Date"** means September 1, 2026.

2. "**Lease Term**" means Seven (7) Years from the Rent Commencement Date (September 1, 2026 through August 31, 2033). Provided Tenant has never defaulted on rent payments or otherwise breached the lease during the Initial Term, Tenant shall have Two (2) options to extend the lease for an additional Five (5) years with continuing rental increases of three percent (3%) per annum as provided in the initial term of this lease. Tenant shall provide Landlord with written notice of its intent to exercise each option to renew One Hundred and Twenty (120) days prior to the end of the then current lease term.

3. "**Permitted Use**" means use of the Demised Premises as a school and baseball training facility. Landlord agrees not to lease another space in the Project to any other business offering baseball training or private middle/high school or preschool.

4. "**Gross Rent**" for the term of the Lease will be as shown in the following chart:

Lease Term	Yearly Rent	Monthly Rent
Year 1	$678,172.50	$56,514.38
Year 2	$704,767.50	$58,730.63
Year 3	$731,362.50	$60,946.88
Year 4	$753,303.38	$62,775.28
Year 5	$775,902.48	$64,658.54
Year 6	$799,179.55	$66,598.30
Year 7	$823,154.94	$68,596.24

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5. "**Security Deposit**" means Fifty-Six Thousand Five Hundred Fourteen and 38/100 Dollars ($56,514.38).

6. "**Guarantor**" means Tiffany Romero and Jose Romero.

7. "**Brokers**" means John Chapman, Chapman Commercial Real Estate, Inc., who represents the Landlord and Marlyn Rodriguez, Coldwell Bank Stuart, who represents the Tenant.

8. **Money Due at Lease Execution -** The Tenant has delivered to the Landlord with its delivery of the Lease a check in the amount of One Hundred Eighty-One Thousand Six Hundred Twenty-Five and 00/100 Dollars (**$181,625.00)** constituting the total of the **Security Deposit** in the amount of Fifty-Six Thousand Five Hundred Fourteen and 38/100 Dollars (**$56,514.38**), the Monthly Rent due for **June 2026** in the amount of Fifty-Six Thousand Five Hundred Fourteen and 38/100 Dollars (**$56,514.38**) and the Monthly Rent due for **May 2033** in the amount of Sixty-Eight Thousand Five Hundred Ninety-Six and 24/100 Dollars (**$68,596.24**).

Tenant shall deposit rent at TD Bank, Bank Account Number: 4351917427. For ACH/EFT/Wire: Acct. #: 4351917427; Routing/ABA#: 067014822. Checks must include Tenant's company name, unit # and address.

9. **Contingency for SBA Loan and Special Exception for School -** This Lease is contingent upon Tenant being approved for a SBA Loan to complete Tenant's build out of the Premises. This lease is also contingent upon Tenant receiving a Special Exception from the local government to allow Tenant to operate a private school at the Premises. If Tenant does not receive approval of the SBA Loan and the Special Exception within One Hundred Twenty (120) days of the Lease Commencement Date and chooses to cancel the lease on the One Hundred Twenty-First (121st) date after the Lease Commencement Date, then Tenant shall forfeit 50% of the Security Deposit. If Tenant does not receive approval of the SBA Loan and the Special Exception and chooses to cancel the Lease between One Hundred Twenty-One (121) days and One Hundred Twenty-Four (124) days after the Lease Commencement Date, then Tenant shall forfeit 100% of the Security Deposit. If Tenant does not cancel this Lease for the foregoing reasons on or before One Hundred Twenty-Five (125) days from the Lease Commencement Date, then Tenant will be bound by the terms of the lease. Cancellation of the lease must be confirmed in writing by email to John Chapman at john@chapmancommercialrealestate.com and Lance Feldman at lfeldman@rpm18.com.

Landlord shall be allowed to continue to market the Premises until Tenant has agreed to fully perform the terms of the lease. If Landlord receives another acceptable offer to lease the Premises before Tenant has agreed to fully perform the lease, then Landlord shall notify Tenant and provide Tenant with the opportunity to agree to fully perform the lease. Tenant shall have 48 hours from the time of notification of the other acceptable offer to determine whether it intends to cancel or fully perform the lease.

10. **Exclusivity.** Landlord agrees not to lease another space in the Project to another private school with a baseball training program or a private middle/high school of preschool during the term of Tenant's lease.

11. **Signage.** Tenant may install signage on the building and on the entry doors to the Premises. All signage must be approved by Landlord and the local government. Monument signage is not permitted.

12. **Parking.** Except for where PEDIATRIC INSTITUTE FOR HEALTH AND WELLNESS, LLC **dba Adult and Pediatric Institute ("API")** has ten (10) designated parking spaces located in front of

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API's primary entrance at the Northwest corner of the Building, Tenant shall have access to all the non-exclusive shared parking surrounding the Building.

13. **Electric, Water and Garbage** – Electric, Water and Garbage are included in the rent.

14. **Right of First Refusal** – Tenant shall have the Right of First Refusal to lease any adjacent or contiguous space that becomes available in the Building. Upon Landlord's receipt of any acceptable offer from any acceptable third party, Landlord shall provide Tenant with the terms of such offer and Tenant shall have three (3) days from Tenant's receipt of such offer to respond with an offer that meets or exceeds the third party offer. Tenant shall lose this right if it has ever defaulted on this lease.

15. **Right of First Offer** – Tenant shall have the Right of First Offer to purchase the Building located at 580 NW University Blvd. ("Building") should Landlord elect to sell the Building provided Tenant responds within seven (7) days of written notice from Landlord of its intent to sell the Building. Tenant shall lose this right if it has ever defaulted on this lease.

16. **Internet/Data/WiFi, Telephone and Cleaning** – Internet/Data/WiFi, Telephone and Cleaning are Tenant's responsibility.

17. The Exhibits listed below are also incorporated herein.

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LANDLORD: PSL BUSINESS CENTER PARTNERSHIP

DocuSigned by:

By: _____ 11/24/2025
63A30EBD87E94B2...
Allen Chelminsky, as its Authorized Member
Date: November 24, 2025

TENANT:

Signed by:

By: Tiffany C. Romero 11/24/2025
8F4DF66BBB8D45D...
Tiffany Romero, as its Authorized Member
Date: November 24, 2025

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EXHIBITS

A. Standard Provisions.
B. The Landlord's Work and The Tenant's Work.
C. Lease Guaranty.

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EXHIBIT A

STANDARD PROVISIONS

FOR

BUSINESS CENTER LEASE

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1. Demised Premises, Commencement, Construction And Acceptance.

a. The Landlord owns or controls the land at 580 to 584 NW University Blvd. Port St. Lucie, Florida 34986, together with the actual or proposed buildings and improvements depicted thereon. The Landlord reserves for itself the roof, the air space above the roof, the space below the floor, the exterior portions of the Demised Premises (other than the store front), and the right to install, maintain, use, repair and replace pipes, duct work, conduits, utility lines and wires in the Demised Premises. The Landlord will not unreasonably interfere with the normal business operations of the Tenant when performing such work. The Landlord further reserves the right at any time to relocate the automobile parking areas and other Common Areas; to change the number of buildings, buildings' dimensions, the number of floors in any of the buildings, store dimensions, Common Areas, the identity and type of other stores and tenancies; to construct other improvements in the Project; and to increase or decrease the size and scope of the Project; provided only that the general location and size of the Demised Premises, reasonable access to the Demised Premises and the parking facilities and visibility of the Demised Premises will not be materially impaired.

b. If the Project is under construction and/or the Landlord or Tenant has assumed construction rights and obligations with regard to the improvement of the Demised Premises, the terms thereof are set forth in Exhibit B to the Lease, entitled "Landlord's Work and the Tenant's Work". In the performance of any improvement work, the Tenant is furthering its own interests and not acting as the agent of the Landlord.

c. If for any reason the Landlord cannot deliver possession of the Demised Premises to the Tenant, the Landlord will not be subject to any liability therefor, nor will such failure affect the validity of the Lease or the obligations of the Tenant or extend the term thereof, but in such case, the Tenant will not be obligated to pay rent until possession of the Demised Premises is tendered to the Tenant. However, if the Landlord has not delivered possession of the Demised Premises within 180 days from the Estimated Completion Date, the Tenant may, at the Tenant's option, by notice in writing to the Landlord within 10 days thereafter, cancel the Lease, in which event the parties shall be discharged from all obligations thereunder. If the Tenant occupies the Demised Premises prior to the Commencement Date, such occupancy will be subject to all provisions hereof, such occupancy will not advance the termination date and the Tenant will pay rent for such period at the initial monthly rates.

d. The Landlord will deliver the Demised Premises to the Tenant in its current condition with Landlord’s personal property removed and HVAC units in good working order. Except as otherwise provided in the Lease, the Tenant hereby accepts the Demised Premises in the condition existing as of the Commencement Date or the date that the Tenant takes possession of the Demised Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Demised Premises, and any covenants or restrictions of record, with which the Tenant agrees to comply. The Tenant acknowledges that neither the Landlord nor the Landlord's agent has made any representation or warranty as to the present or future suitability of the Demised Premises for the conduct of the Tenant's business. The Landlord's liability with respect to latent defects in construction it performs will not extend beyond 1 year from the Commencement Date, whether or not such defects are discovered within said period.

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e. The Tenant shall be permitted to install a satellite dish, antenna or similar communications equipment (collectively, a "**Dish**") on the roof of the building provided the Tenant has first obtained the Landlord's consent, which the Landlord may condition, grant or withhold in its sole and absolute discretion. Any such Dish must be for the sole, internal use of the Tenant and the use thereof may not be licensed, sold or made available to anyone other than the Tenant. In any instance where the Tenant has obtained the Landlord's consent to install a Dish on the roof, the Tenant shall ensure that all work on the roof is performed in a manner so as not to adversely affect the Landlord's roof warranty. The Landlord may require that all work on the roof is performed by the Landlord's contractor. The Tenant will not interfere in any way with another tenant's use of its Dish or the conduct of the other tenant's business.

2. Rent/Renewal Option.

a. The Tenant will pay to the Landlord the Gross Rent, payable in advance and without demand, in equal monthly installments on the first day of each month of the Lease Term. If the Commencement Date should be a day other than the first day of the month, the Tenant will pay Gross Rent equal to 1/30th of the monthly Gross Rent multiplied by the number of rental days in such fractional month. The first such monthly installment of Gross Rent will be due and payable on or before the Commencement Date.

b. The Gross Rent payable by the Tenant during each successive 12-month period of the initial Lease Term, commencing on the first day of the thirteenth month after the Rent Commencement Date, will be increased at that time and every 12 months thereafter for the remainder of the Lease Term and all extensions and renewals thereof so that it is 103% of the Gross Rent due during the preceding 12-month period. Provided Tenant has never defaulted on the Lease, then Tenant will have two (2) options to renew this Lease for an additional Five (5) years with continued 3% annual increases to the Gross Rent.

c. The covenant of the Tenant to pay rent is separate and distinct from other covenants, and the Tenant will have no right of setoff or reduction in the payment of rent for any reason. Payments must be in United States currency.

3. Deposit. Concurrently with the execution of the Lease, the Tenant will deliver to the Landlord the Deposit as security for the faithful performance of the Tenant's obligations. The Tenant intends to and does hereby grant to the Landlord a security interest in the Deposit. If the Tenant should fail to pay rent or other charges due hereunder, or otherwise should default with respect to any provision of the Lease, the Landlord may use, apply or retain all or any portion of the Deposit for the payment of any rent or other charge due it by reason of the Tenant's default, or to compensate the Landlord for any loss or damage which the Landlord may suffer thereby. If the Landlord so uses or applies all or any portion of said Deposit, the Tenant will within 10 days after written demand therefor to deposit cash with the Landlord in an amount sufficient to restore the Deposit to the full amount hereinabove stated. The Landlord will not be required to keep the Deposit separate from its general accounts nor to cause interest to accrue thereon. The Deposit, or so much thereof as shall not have been applied by the Landlord pursuant to the Lease, will be returned without payment of interest or other increment for its use to the Tenant (or, at the Landlord's option, to the last assignee or subtenant, if any of the Tenant's interest hereunder have been transferred) at the expiration of the Lease Term and after the Tenant has vacated the Demised

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Premises. No trust relationship is created between the Landlord and Tenant with respect to the Deposit. The Deposit is not an advance payment of rent and is not a measure of the Landlord's loss or damages.

4. Taxes.

a. Should any governmental authority acting under any existing or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment upon or against the Lease, the execution thereof and/or the Gross Rent, or any item of additional rent payable by the Tenant to the Landlord whether by way of substitution for or in addition to any existing tax or otherwise, and whether or not evidenced by documentary stamps or the like, the Tenant will be responsible for and will pay such tax, excise and/or assessment, or will reimburse the Landlord for the amount thereof, as the case may be.

b. The Tenant will pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment, inventory and all other personal property of the Tenant contained in the Demised Premises or elsewhere. The Tenant will cause such trade fixtures, furnishings, equipment, inventory and all other personal property to be assessed and billed separately from the property of the Landlord. However, should any of the Tenant's personal property be assessed with the Landlord's property, the Tenant will pay to the Landlord the taxes attributable to such personal property within 10 days after receipt of a written statement setting forth the taxes applicable to the Tenant's personal property.

c. The Tenant will pay any and all sales tax, tax on rentals, and any other charges, taxes and/or impositions now in existence or hereafter imposed by any governmental authority against the Lease, the execution hereof and/or the Gross Rent and any other charge payable by the Tenant.

5. Common Area.

a. The term "**Common Area**" means that part of the Project designated by the Landlord from time to time for the common use of all tenants, including, among other facilities, parking area, sidewalks, landscaping, water retention, curbs, loading areas, private streets and alleys, lighting facilities, hallways and restrooms, all of which will be subject to the Landlord's sole management and control. Without limiting the generality of the foregoing, the Landlord reserves the right to enter into, modify and terminate easements and other agreements pertaining to the maintenance and use of the parking areas and other Common Areas; to close any and all portions of the Common Area to such extent and for such time as may, in the sole discretion of the Landlord's counsel, be legally necessary to prevent a dedication thereof or the accrual of rights to any person or the public therein; and to make changes, additions, deletions, alterations or improvements in and to the Common Areas, provided there will be no unreasonable obstruction of the Tenant's right of ingress to or egress from the Demised Premises. The Landlord will operate, maintain and repair the Project in a commercially reasonable manner.

b. The Tenant and its employees, customers, subtenants, licensees and concessionaires will have the nonexclusive right and license to use the Common Area in common with the Landlord, other tenants of the Project and other persons permitted by the Landlord to use the same and subject to such reasonable rules and regulations governing use applicable to all tenants in the Project as the Landlord may from time to time prescribe. The Landlord will provide

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to the Tenant 4 nonexclusive parking spaces for every 1,000 square feet of rentable area in the Demised Premises, free of additional charge. The Tenant does not have the right to use more than this number of parking spaces in the Project without first having received the written consent of the Landlord, which the Landlord may grant, deny or condition in its sole discretion.

6. Permitted Use.

a. The Tenant will continuously use and occupy the Demised Premises for the Permitted Use and for no other use or purpose. The Tenant has determined to its satisfaction that the Demised Premises can be used for the Permitted Use and the Tenant waives any right to terminate the Lease in the event the Demised Premises cannot be used for such purposes (conditioned upon the approval of a Special Exception to use a portion of the Premises as a private school), for any reason at any time during the Lease Term. The Tenant will not breach exclusive and prohibited use provisions in other leases for space in the Project.

b. The Tenant will:

(i) Comply with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record and requirements in effect during the term of the Lease regulating the use of the Demised Premises and with such reasonable rules and regulations as the Landlord may in its sole discretion adopt and modify from time to time.

(ii) Keep the sidewalks, service-ways and loading areas adjacent to the Demised Premises neat, clean and free from dirt, rubbish, insects and pests at all times and store all trash and garbage within the Demised Premises or within the area designated by the Landlord for storing such trash; not operate an incinerator or burn trash or garbage within the Project; and not obstruct any of the sidewalks, parking areas or any other portion of the Common Area.

(iii) Keep the inside of all glass in the windows and doors of the Demised Premises clean and maintain all the displays visible outside the Demised Premises in a neat and attractive condition; and not use any loudspeaker, voice-making or other sound projection device in such a manner as to be audible to anyone outside the Demised Premises, nor will the Tenant use or display any flashing lights visible to anyone outside the Demised Premises.

(iv) Display no merchandise outside the Demised Premises; not solicit business or distribute any hand bills or other advertising matter in the Common Area; not permit any objectionable or unpleasant odors to emanate from the Demised Premises; nor place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Demised Premises.

(v) Load and unload all merchandise, supplies, fixtures, equipment and furniture and cause the collection of rubbish only through the rear service door of the Demised Premises. No deliveries of any kind will be made through the front entrance.

(vi) Keep the Demised Premises free and clear of all rodents, bugs and vermin, and use, at its cost and at such intervals as the Landlord shall reasonably require, a reputable pest extermination contractor to provide extermination services in the Demised Premises.

(vii) Insure that it and its employees park their vehicles in areas designated by the Landlord from time to time for such purpose and not in areas designated as

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restricted by the Landlord from time to time. The Landlord has assumed no duty to police any exclusive parking designations in the Project.

(viii) Not at any time, without first obtaining the Landlord's written consent: (A) conduct or permit any fire, bankruptcy, option, "going out of business", stock reduction or any similar type of sale, whether real or fictitious, in the Demised Premises, or utilize any unethical method of business operation; (B) change, whether by alteration, replacement, rebuilding or otherwise, the exterior color or architectural treatment of the Demised Premises or of the building in which the Demised Premises are located, or any part thereof; and (C) go upon the roof of the building in which the Demised Premises are located for any reason.

c. The Tenant will not use the Demised Premises, nor permit the use of the Demised Premises, for the storage, transportation or disposal of "hazardous" or "toxic" materials as commonly known or otherwise defined under any law relating to environmental conditions and industrial hygiene, including, without limitation, the Resource Conversation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Super Fund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act and the Florida Air and Water Pollution Control Act. Such materials would include, without limitation, asbestos or any substance containing asbestos, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials. The Tenant will provide to the Landlord forthwith after receipt of same photocopies of all notices of violation received by it with regard to any rules, regulations or laws applicable to such materials, the commencement of any enforcement action, the service of any potentially responsible party demand letter from any private or governmental party or the loss of any operating permit by reason of the use or release of any such materials. The Tenant will promptly at its expense clean up and remediate any environmental problem in the Demised Premises, including the spill of hazardous or toxic materials, caused by it or its agents, contractors or invitees. The Landlord may enter the Demised Premises and perform any action necessary to remediate contamination or to correct any condition giving rise to any such notice of violation.

d. In the event the Tenant should conduct a use within the Demised Premises which would increase the insurance premium cost or invalidate any insurance policy carried on the Project, the Tenant will pay as additional rent, upon demand of the Landlord, any such increased premium cost due to the Tenant's use of the Demised Premises. The Tenant will report to the Landlord any condition it believes would affect any insurance policy carried on the Project. Further, in the event the Tenant's use of the Demised Premises increases the cost of operating or maintaining the Project, the Tenant will pay as additional rent, upon demand of the Landlord, such additional costs as the Landlord should reasonably require. Such additional costs would include, without limitation, increased utility and maintenance costs by reason of extended business hours.

7. Maintenance And Repair.

a. The Landlord will keep the foundation, exterior walls (except store fronts, plate glass windows, doors, door closure devices, window and door frames, molding, locks and hardware) and roof of the Demised Premises in good repair, as a component of Operating Costs, except that the Landlord will not be required to make any repairs occasioned by the act or

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negligence of the Tenant, its agents, employees, subtenants, licensees and concessionaires, which repairs will be made by the Tenant, subject to the Landlord's supervision. In the event that the Demised Premises should become in need of repairs required to be made by the Landlord hereunder, the Tenant will give immediate written notice thereof to the Landlord, and the Landlord will not be responsible in any way for the failure to make any such repairs until a reasonable time will have elapsed after delivery of such written notice. Other than as herein provided, the Landlord will not be responsible to maintain or make any improvements or repairs of any kind in or upon the Demised Premises.

b. The Tenant will keep and maintain in full compliance with all laws, rules and regulations (as same may be enacted or amended from time to time) and in good order, condition and repair (which will mean replacement if necessary) the Demised Premises and every part thereof, except as hereinbefore provided, including, without limitation, the exterior and interior portions of all doors, door checks, security gates, windows, glass, utility facilities, plumbing and sewage facilities within the Demised Premises or under the floor slab (including free flow up to the main sewer line), fixtures, heating, air conditioning (including exterior mechanical equipment), exterior signs and exterior electrical equipment serving the Demised Premises and interior walls, floors and ceilings. The indemnification in this paragraph will also apply to any damage to the Project caused by the Tenant or any of its employees, contractors or workmen which occurs during any construction activities by the Tenant.

c. The Tenant, at its own cost and expense, will enter into a regularly scheduled biannual preventive maintenance/service contract with a maintenance contractor approved by the Landlord for servicing all heating and air conditioning systems and equipment servicing the Demised Premises, and an executed copy of such contract will be delivered to the Landlord. This service contract must include all services suggested by the equipment manufacturer within the operations/maintenance manual and must become effective within 30 days after the date the Tenant will have taken possession of the Demised Premises. The Landlord may, but will not be required to, upon notice to the Tenant, elect to enter into such a maintenance/service contract on behalf of the Tenant or to perform the work itself and, in either case, the Tenant will pay to the Landlord within 10 days after demand the cost of such contract or work plus 10% percent of the amount thereof (for the Landlord's service and overhead costs). The Tenant will be responsible for any repairs to the HVAC equipment. Tenant shall split the cost of maintenance and repairs of any HVAC units shared with another tenant.

8. Alterations.

a. The Tenant will not make any alterations, additions or improvements to the Demised Premises without the prior written consent of the Landlord, except for the installation of unattached, movable personalty, including trade fixtures, which may be installed without drilling, cutting or otherwise defacing the Demised Premises. The Tenant will pay all costs with respect to any alterations, additions or improvements to the Demised Premises, including, without limitation, permit and impact fees as well as hard costs, except to the extent that Landlord has agreed in this Lease to pay any such costs. All alterations, additions, improvements and fixtures (other than unattached, movable trade fixtures) which may be made by either party upon the Demised Premises will become the property of the Landlord upon installation and will remain upon and be surrendered with the Demised Premises at the termination of the Lease unless upon termination of the Lease the Landlord requests their removal, in which event the Tenant will remove the same and restore the Demised Premises to their original condition at the Tenant's expense.

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b. All construction work done by the Tenant within the Demised Premises will be performed in good and workmanlike manner, in compliance with all governmental requirements, and the requirements of any contract or mortgage to which the Landlord may be a party and of which the Tenant has received notice and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Project. The Tenant agrees to indemnify the Landlord and hold it harmless against any loss, liability or damage resulting from such work, and the Tenant will, if requested by the Landlord, furnish bond or other security satisfactory to the Landlord against any such loss, liability or damage.

c. All venting, opening, sealing, waterproofing or any altering of the roof requested and/or otherwise performed by the Tenant will be performed by the Landlord's roofing contractor upon the Landlord's approval and at the Tenant's expense, and when completed the Tenant will furnish to the Landlord a certificate from the Landlord's roofing contractor that all such alterations approved by the Landlord have been completed in accordance with the plans and specifications therefor approved by the Landlord.

9. Liens. The Tenant will not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might be or become a lien, encumbrance or charge upon the Demised Premises or the Project or the income therefrom. The Tenant will not suffer any other matter or thing whereby the estate, right and interest of the Landlord in the Demised Premises or in the Project might be impaired. If any lien or notice of lien on account of an alleged debt of the Tenant or any notice of contract by a party engaged by the Tenant or the Tenant's contractor to work in the Demised Premises should be filed against the Demised Premises or the Project, the Tenant will, within 20 days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. If the Tenant should fail to cause such lien or notice of lien to be discharged within the period provided, the Landlord, in addition to any other rights or remedies, may, but will not be obligated to, discharge the same by either paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount paid by the Landlord and all costs and expenses, including attorneys' fees, incurred by the Landlord in connection therewith, together with interest thereon at the rate of 12% per annum (for the Landlord's service and overhead costs), from the date of payment or incurring of the cost and expense, will be paid by the Tenant to the Landlord within 10 days after demand.

THE INTEREST OF THE LANDLORD IN THE DEMISED PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY OR FOR THE ACCOUNT OF THE TENANT.

10. Store Fronts And Signs. The Tenant will not, without the Landlord's prior written consent, (a) make any changes to or paint the store front; (b) install any exterior lighting, decorations or paintings; or (c) erect or install any signs, window or door lettering, place cards, decorations or advertising media of any type which can be viewed from the exterior of the Demised Premises, excepting only dignified displays of a customary type for its display windows not affixed to the windows. All signs, decorations and advertising media must conform in all respects to the sign criteria established and/or revised by the Landlord for the Project from time to time in the exercise of its sole discretion. All expenses incurred with regard to the design, construction and installation of the Tenant's signs will be costs of the Tenant, including, without

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limitation, professional fees and permit fees. The Tenant will use a sign company designated by the Landlord. The Tenant will maintain all signs in good condition and in proper operating order. All signs and/or sign cabinets will become the property of the Landlord at the termination of the Lease or upon vacation of the Demised Premises. Tenant's signs will be limited to placement on the access doors to Tenant's Premises and above the front door where prior tenant's signage is currently located. No monument signage is permitted on the Property.

11. Utilities.

a. The Tenant will contract, in its own name and will pay the charge before delinquency, for all utility services rendered or furnished to the Demised Premises, excluding trash collection, electric, water and sewer, but including gas, fire protection, and the like, together with all taxes or other charges levied on such utilities. In no event will the Landlord be liable for the quality, quantity, failure or interruption of such services to the Demised Premises. The Tenant will be responsible for and will pay all other utilities costs attributable to the conduct of its business in the Demised Premises. These obligations of the Tenant will survive termination of the Lease.

b. The Landlord may, with notice to the Tenant, or without notice in the event of an emergency, temporarily cut off and discontinue water, sewer and any or all utilities whenever such discontinuance would be necessary to make repairs or alterations. No such action by the Landlord will be construed as an eviction or disturbance of possession or as an election by the Landlord to terminate the Lease, nor will the Landlord be in any way responsible or liable under such action.

12. Insurance And Indemnity.

a. The Tenant will, at its expense, obtain and keep in force during the Lease Term a policy of comprehensive general liability insurance, together with a broad form comprehensive general liability endorsement, covering any and all claims for injuries to persons in or about the Demised Premises, including all damages from signs, glass, awnings, fixtures or other appurtenance now or hereafter erected on the Demised Premises, and insuring the indemnity provision as set forth in this paragraph. Such insurance will be in an amount not less than $l,000,000 for injury to one person in one accident, occurrence or casualty and not less than $3,000,000 for injuries to more than one person in one accident, occurrence or casualty, or, in lieu of the foregoing, a combined single limit of $3,000,000. The limits of said insurance will not, however, limit the liability of the Tenant. Not more frequently than each 3 years, if, in the reasonable opinion of the Landlord, the amount of liability insurance required hereunder should not be adequate, the Tenant will increase said insurance coverage as required by the Landlord.

b. The Tenant will, at the Tenant's expense, obtain and keep in force during the Lease Term a policy or policies of property damage liability insurance, together with broad form all peril coverage and plate glass insurance for the full replacement value of the Tenant's improvements and property, including, without limitation, inventory, trade fixtures, furnishings and other personal property, to the extent not insured by the Landlord.

c. The Tenant will be responsible for and will indemnify and hold harmless the Landlord from and against all claims, loss, cost, damage or expense arising from (1) the Tenant's use of the Demised Premises or from the conduct of the Tenant's business or from any activity, work or things done, permitted or suffered by the Tenant in or about the Demised

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Premises or elsewhere, including the installation and use of a Dish, (2) the utilities located within or under the Demised Premises causing injury to any persons or property whomsoever or whatsoever, and (3) any act or omission of the Tenant, its agents, contractors, employees, invitees, licensees, subtenants and guests. The Tenant will further indemnify and hold harmless the Landlord from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

d. The Landlord will not be liable for injury to the Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of, nor to the person of the Tenant, the Tenant's agents, contractors, employees, invitees, licensees, subtenants and guests, or any other person in or about the Demised Premises, whether the said damage or injury results from a condition arising upon the Demised Premises or upon other portions of the building of which the Demised Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing same is inaccessible to the Tenant. The Landlord will not be liable for any damages arising from the act or neglect of any other tenant of the Project or person.

e. The Tenant waives any and all rights of recovery against the Landlord, or against the officers, employees, agents and representatives of the Landlord, for loss of or damage to the Tenant or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages.

f. Any insurance policies required of the Tenant hereunder must name the Landlord and, in addition, the holder of a first mortgage on the Project or a ground lessor thereof and the Landlord's property manager, if requested to do so by the Landlord, as additional insureds as their interests may appear. Such insurance policies may not be modified or terminated without 30 days' prior written notice to the Landlord. Insurance required hereunder must be issued by reputable and independent insurers permitted to do business in the State where the Demised Premises are located and rated in Best's Insurance Guide, or any successor thereto (or, if there be none, an organization having a national reputation) as having a general policyholder rating of "A" and a financial rating of at least "13". Such policies or duly executed certificates of insurance, reflecting all the requirements of this paragraph, must be promptly delivered to the Landlord and renewals thereof as required will be delivered to the Landlord at least 30 days prior to the expiration of the respective policies.

g. The Landlord will, at its expense, obtain and keep in force during the Lease Term property insurance insuring the improvements in the Project, including tenant improvements in the Demised Premises, which the Landlord constructs and or for which the Landlord pays the costs. The Landlord may obtain such other forms of insurance coverage as it may deem appropriate for the Project, including, without limitation, commercial general liability insurance and rent loss insurance. The Landlord will be responsible for determining the types as well as the terms and conditions of all its insurance. The cost of the Landlord's insurance are includable in Operating Costs.

13. Damage And Obligation To Restore.

a. The Tenant will give immediate written notice to the Landlord of any damage caused to the Demised Premises by fire or other casualty. If the Demised Premises should

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(1) be damaged by any uninsured casualty or (2) be damaged to an extent in excess of 50% of the cost of replacement thereof, the Landlord may elect either to terminate the Lease or to proceed to rebuild and repair the Demised Premises. Further, if the Demised Premises should be damaged to such an extent that the Tenant would not be able to operate its business in the Demised Premises for more than 270 days, as reasonably determined by the Landlord's general contractor, the Tenant may elect to terminate the Lease. In either event, either the Landlord or the Tenant will give written notice of such election to the other within 30 days after the occurrence of such casualty. If the Demised Premises should be partially damaged during the last 12 months of the Lease, either the Landlord or the Tenant may elect to terminate the Lease by giving written notice to the other within 30 days after the date of occurrence of such damage.

b. Unless either the Landlord or Tenant has elected to terminate the Lease as otherwise provided herein, in the event the Demised Premises should be damaged by fire or other casualty insurable under standard fire and extended coverage insurance, the Landlord will proceed with reasonable diligence to rebuild and repair the Demised Premises. The Landlord's obligation to rebuild and repair will be limited to restoring the Demised Premises to substantially the condition in which same existed prior to the casualty, will be limited to the extent of the insurance proceeds available to the Landlord for such restoration and, further, will exclude any obligation with regard to the improvements in the Demised Premises paid for by the Tenant and the personal property and trade fixtures of the Tenant. The Tenant agrees that, promptly upon completion of such work by the Landlord, it will proceed with reasonable diligence to restore the remainder of the Demised Premises, including, but not limited to, the repair or restoration of signs, fixtures and equipment. During any period of reconstruction or repair of the Demised Premises, the Tenant will continue the operation of its business within the Demised Premises to the extent practicable. In the event the Landlord should elect to restore the Demised Premises and the Tenant should be deprived of the occupancy and use of a portion of the Demised Premises, Gross Rent will be equitably apportioned according to the area of the Demised Premises which is unusable by the Tenant, until such time as the Landlord will have completed its restoration as provided herein. In the event of total destruction of the Demised Premises, the Tenant's rent will completely abate from the date of such destruction.

c. In the event any portion of the Project should be damaged to such an extent that the Landlord, in its sole discretion, should elect to discontinue operation of the Project, the Landlord may cancel the Lease by giving written notice to the Tenant within 30 days after the date of occurrence of such damage.

d. If either the Landlord or the Tenant elects to terminate the Lease pursuant to subparagraphs a or c above, the Lease shall terminate and become null and void 60 days after the date of delivery of said notice.

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14. Eminent Domain.

a. If any part of the Project should be permanently or temporarily taken, condemned or transferred by agreement in lieu of condemnation for any public or quasi-public use or purpose by any competent authority, whether or not the Lease is terminated, the entire compensation award therefor, both leasehold and reversion, will be the property of the Landlord without any deduction therefrom for any present or future estate of the Tenant, and the Tenant hereby assigns to the Landlord all its right, title and interest to any such award. The Tenant will execute all documents required to evidence such result.

b. If the entire Demised Premises should be permanently taken, condemned or transferred as aforesaid, the Lease will terminate as of the time possession thereof vests in the condemning authority. If a portion of the Demised Pre."}|mises should be permanently taken, condemned or transferred as aforesaid, the Landlord may elect to terminate the Lease or, at its own expense, to repair and restore the portion not affected by the taking, in which latter event the Gross Rent will be reduced in proportion to the area taken, effective at the time possession vests in the condemning authority. If the Demised Premises or any part thereof should be temporarily taken, condemned or transferred as aforesaid, Gross Rent will be abated during the period of such temporary taking by the amount the Landlord receives from the condemning authority to compensate it for the use of the Demised Premises.

c. In the event any portion of the Project, other than any portion of the Demised Premises, should be taken to such an extent that the Landlord, in its sole discretion, should elect to discontinue or materially revise the operation of the Project, the Landlord may terminate the Lease by delivering notice to the Tenant within 30 days after the date possession thereof vested in the condemning authority, effective 90 days after the date possession vested in the condemning authority.

15. Assignment And Subletting. The identity and financial standing of the Tenant is a material consideration of the Landlord in entering into the Lease. The Tenant will not voluntarily, involuntarily or by operation of law assign, sell, mortgage, pledge or in any manner transfer the Lease or any estate or interest therein of the Demised Premises without the prior written consent of the Landlord, which consent the Landlord may grant or withhold in its absolute discretion. Notwithstanding any assignment or subletting, the Tenant and any guarantor of the Tenant's obligations under the Lease will at all times remain fully responsible and liable for compliance with all of the obligations of the Tenant, including the payment of rent. If the Tenant is a corporation, any transfer of this Lease from the Tenant by merger, consolidation or liquidation, or any change in ownership or power to vote of a majority of its outstanding voting stock from the owners of such stock or those controlling the power to vote of such stock as of the date of the Lease, will constitute an assignment for the purpose of the Lease. In the event of the transfer and assignment by the Landlord of its interest in the Lease and in the building containing the Demised Premises, the Landlord will thereby be released from any further obligations, and the Tenant agrees to look solely to such successor in interest for performance of such obligations.

Any assignment or sublet without Landlord's prior written consent, or an assignment or sublet by operation of law, shall be void and shall at Landlord's option terminate the Lease. The Tenant will pay to Landlord on demand and as a condition to giving its consent to any such transfer the amount of Two Thousand Five Hundred Dollars ($2,500.00) for Landlord's review and

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preparation of any sublease/assignment related documents along with any reasonable attorneys' fees and costs, and all of the profit obtained by the Tenant with respect to such transfer.

16. Default And Remedies.

a. The occurrence of any one or more of the following events will constitute a material default and breach of the Lease by the Tenant:

(i) The failure by the Tenant to make payment of rent or any other payment required to be made by the Tenant hereunder, as and when due, where such failure continues for a period of 3 days after written notice thereof from the Landlord. Landlord shall wait at least ten (10) days after providing written notice of default for non-payment of rent before exercising Landlord's lease termination rights.

(ii) The failure by the Tenant to observe or perform any of the covenants, conditions or provisions to be observed or performed by the Tenant, other than described in item (i) above, where such failure continues for a period of 10 days after written notice thereof from the Landlord; provided, however, that if the nature of the Tenant's default is such that more than 10 days are reasonably required for its cure, the Tenant will not be deemed to be in default if the Tenant commences such cure within said ten-day period and thereafter diligently pursues such cure to completion.

(iii) If the Tenant or any guarantor should commence, in any court pursuant to any statute either of the United States or of any State, an insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of debts of an individual with regular income), or if such a proceeding is commenced against the Tenant or any said guarantor and either an order for relief is entered against such party or such party fails to secure a discharge of the proceeding within 30 days of the filing thereof, or if the Tenant or any said guarantor becomes insolvent or is unable or admits in writing its inability to pay its debts as they become due, or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with its creditors or a custodian is appointed or takes possession of the Tenant's or any said guarantor's property, whether or not a judicial proceeding is instituted in connection with such arrangement or in connection with the appointment of such custodian.

(iv) The discovery by the Landlord that any financial statement given to the Landlord by the Tenant, any assignee of the Tenant, any subtenant of the Tenant, any successor in interest of the Tenant or any guarantor of the Tenant's obligations, and any of them, is materially false.

(v) Any act by the Tenant that places at risk the safety, health and/or welfare of anyone in or about the Project, which shall include, but would not be limited to, (1) any action which endangers the life or safety of another person, (2) possession of dangerous or illegal firearms, weapons or explosives, (3) engaging in criminal conduct or acts of violence, or making threats of violence toward anyone, (4) fighting or provoking a fight, (5) threatening, intimidating or coercing behavior or (6) use of obscene or abusive language or any disorderly/antagonistic conduct.

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b. In the event of any default or breach by the Tenant, the Landlord may at any time thereafter, without notice or demand and without limiting the Landlord in the exercise of any right or remedy which the Landlord may have by reason of such default or breach:

(i) Declare the entire rent for the balance of the Lease Term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

(ii) Terminate the Tenant's right to possession of the Demised Premises by any lawful means and retake possession thereof for the account of the Landlord, in which event the Tenant will immediately surrender possession of the Demised Premises to the Landlord and all further liability under the Lease on the part of the Tenant and the Landlord will terminate. Notwithstanding the foregoing, the Tenant will be liable for and will pay the Landlord the sum of all rental and other indebtedness accrued to the date of such termination, plus, as damages, an amount equal to the difference between (1) the total rental plus the Tenant's Proportionate Share of Operating Costs and Taxes for the remaining portion of the Lease Term (had such term not been terminated by the Landlord prior to the date of expiration as provided herein), and (2) the then present value of the then fair rental value of the Demised Premises for such period using such discount rates as the Landlord should deem appropriate.

(iii) Maintain the Tenant's right to possession, in which event the Lease will continue in effect whether or not the Tenant will have abandoned the Demised Premises. In such event, the Landlord will be entitled to relet the Demised Premises to such parties and on such terms as the Landlord in its sole discretion deems appropriate for the Project and its own interests and to enforce all of the Landlord's rights and remedies under the Lease, including the right to recover the rent as it becomes due.

(iv) Pursue any other remedy now or hereafter available to the Landlord under the laws and judicial decisions of the State where the Demised Premises are located.

c. In the event of a proceeding involving the Tenant under the Bankruptcy Code, 11 U.S.C.§101 et seq., if the Lease should be assumed by the Tenant's trustee in bankruptcy (after he has cured all existing defaults, compensated the Landlord for any loss resulting therefrom and provided adequate assurance of future performance), then the Lease may not be assigned by the trustee to a third party, unless such party (1) executes and delivers to the Landlord an agreement in recordable form whereby such party assumes and agrees with the Landlord to discharge all obligations of the Tenant under the Lease, (2) has a net worth and operating experience at least comparable to that possessed by the Tenant and any guarantor hereof as of the time of execution of the Lease; and (3) grants to the Landlord, to secure the performance of such party's obligations under the Lease, a security interest in such party's merchandise, inventory, personal property, fixtures, furnishings, and accounts receivable (and in the proceeds of all of the foregoing) with respect to its operations in the Demised Premises, and in connection therewith, such party will execute such security agreements, financing statements and other documents (the forms of which are to be prepared by the Landlord) as are necessary to perfect such lien.

d. If the Landlord should exercise any of its remedies hereunder, the Tenant will be liable for and will pay to the Landlord, within ten (10) days after demand therefor, the costs of removing and storing the Tenant's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Demised Premises into condition acceptable to a new tenant or tenants; real estate commissions actually paid; that portion of the leasing commission paid by the

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Landlord applicable to the unexpired term of the Lease, if applicable; and all reasonable expenses incurred by the Landlord, including attorneys' fees. If the Lease should be terminated, or the Lease Term should expire, the Landlord will have the immediate right thereafter to re-enter the Demised Premises and to remove all persons and property therefrom. Such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of the Tenant, all without service of notice or resort to legal process (all of which the Tenant expressly waives). In such event, the Landlord will not be deemed guilty of trespass or become liable for any loss or damage which may be occasioned thereby.

e. The rights and remedies granted herein to the Landlord are distinct, separate and cumulative remedies, and the exercise of any of them will not be deemed to exclude the Landlord's right to exercise any or all of the others. All charges payable by the Tenant under the terms of the Lease will be deemed rent for the purpose of the Landlord exercising its remedies.

f. No waiver of any covenant or condition or of the breach of any covenant or condition of the Lease will be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor will the acceptance of rent by the Landlord at any time when the Tenant is in default under any covenant or condition hereof be construed as a waiver of such default or of the Landlord's right to terminate the Lease on account of such default, nor will any waiver or indulgence granted by the Landlord to the Tenant be taken as an estoppel against the Landlord, it being expressly understood that if at any time the Tenant should be in default in any of its covenants or conditions hereunder, an acceptance by the Landlord of rent during the continuance of such default or the failure on the part of the Landlord promptly to avail itself of such other rights or remedies as the Landlord may have will not be construed as a waiver of such default, but the Landlord may at any time thereafter, if such default continues, terminate the Lease on account of such default.

g. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY PROCEEDING BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE LEASE, THE RELATIONSHIP OF THE LANDLORD AND THE TENANT, THE TENANT'S USE OR OCCUPANCY OF THE DEMISED PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE. THE TENANT WAIVES ALL CLAIMS FOR DAMAGES BY REASON OF THE LANDLORD'S EXERCISING ITS RIGHT TO REENTER THE DEMISED PREMISES AND TAKE POSSESSION OF THE PROPERTY LOCATED THEREIN, OR DAMAGES BY REASON OF ANY DISTRESS WARRANT, FORCIBLE DETAINER PROCEEDINGS, SEQUESTRATION PROCEEDINGS OR OTHER LEGAL PROCESS.

h. THE TENANT EXPRESSLY WAIVES ALL OF THE FOLLOWING: (I) THE REQUIREMENT UNDER SECTION 83.12 OF THE FLORIDA STATUTES THAT THE PLAINTIFF IN HIS DISTRESS FOR RENT ACTION FILE A BOND PAYABLE TO THE TENANT IN AT LEAST DOUBLE THE SUM DEMANDED BY THE PLAINTIFF, IT BEING UNDERSTOOD THAT NO BOND SHALL BE REQUIRED IN ANY SUCH ACTION; AND (II) THE RIGHT OF THE TENANT UNDER SECTION 83.14 OF THE FLORIDA STATUTES TO REPLEVY DISTRAINED PROPERTY. FURTHERMORE, IN THE EVENT OF SUIT BY OR AGAINST THE LANDLORD, THEN THE VENUE OF SUCH SUIT SHALL BE IN ST. LUCIE COUNTY, FLORIDA, AND THE TENANT HEREBY WAIVES FOR ITSELF WHATEVER RIGHTS IT MAY HAVE IN THE SELECTION OF VENUE.

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i. The Landlord will not be in default unless the Landlord fails to perform obligations required of the Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by the Tenant and to the holder of any first mortgage covering the Demised Premises whose name and address will have theretofore been furnished to the Tenant in writing, specifying wherein the Landlord has failed to perform such obligations. However, if the nature of the Landlord's obligations is such that more than 30 days are required for performance, the Landlord will not be in default if the Landlord commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion.

j. The Tenant hereby acknowledges that late payment by the Tenant to the Landlord of rent and other sums due hereunder will cause the Landlord to incur costs not contemplated by the Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on the Landlord by the terms of any mortgage covering the Demised Premises. Accordingly, if any installment of rent or any other sum due from the Tenant will not be received by the Landlord or the Landlord's designee within five (5) days after such amount will be due, the Tenant will forthwith pay to the Landlord a late charge equal to the greater of $100 or 10% of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs the Landlord will incur by reason of late payment by the Tenant. Acceptance of such late charge by the Landlord will in no event constitute a waiver of the Tenant's default with respect to such overdue amount, nor prevent the Landlord from exercising any of the other rights and remedies granted hereunder. In the event any check tendered by the Tenant should not be honored for any reason, the Tenant will pay to the Landlord immediately on demand a service fee of $100.00. Landlord shall wait at least ten (10) days after providing written notice of default for non-payment of rent before exercising Landlord’s lease termination rights.

17. Landlord's Lien. To secure the payment of all rent and other sums of money due and to become due and the faithful performance of the Lease by the Tenant, the Tenant hereby grants to the Landlord an express first and prior lien and security interest on all property (including fixtures, equipment, chattels and merchandise) which may be placed in the Demised Premises, and also upon all proceeds of any insurance which may accrue to the Tenant by reason of destruction of or damage to any such property. Such property shall not be removed therefrom without the written consent of the Landlord until all arrearages in rent and other sums of money then due to the Landlord hereunder shall first have been paid. This lien and security interest is given in addition to the Landlord's statutory lien and shall be cumulative thereto. The Landlord may file uniform commercial code financing statements sufficient to perfect this security interest. The lien and security interest created hereby shall be terminated when all of the rent and other sums of money becoming due during the lease term shall have been paid in full.

18. Subordination And Attornment.

a. The Lease is subordinate to any ground lease, mortgage or any other hypothecation for security now or hereafter placed upon the real property of which the Demised Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. This subordination is self-operative, and no further instrument of subordination will be required for any purpose. If any mortgagee or ground lessor should elect to have the Lease prior to the lien of its mortgage or ground lease, and should give written notice thereof to the Tenant, the Lease will be deemed prior

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to such mortgage or ground lease, whether the Lease is dated prior or subsequent to the date of said mortgage or ground lease. The Tenant agrees to execute any documents required to evidence such subordination or to make the Lease prior to the lien of any mortgage or ground lease, as the case may be, and failing to do so within 10 days after written demand, does hereby make, constitute and irrevocably appoint the Landlord as the Tenant's attorney in fact and in the Tenant's name, place and stead, to do so.

b. Upon request of the Landlord, the Tenant will, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Demised Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under the Lease.

c. If, in connection with obtaining financing for the real property of which the Demised Premises are a part, a banking, insurance or other recognized institutional lender should request reasonable modifications in the Lease as a condition to such financing, the Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the obligations of the Tenant hereunder, or adversely affect the leasehold interest hereby created or the Tenant's use and enjoyment of the Demised Premises.

19. Tenant Estoppel Certificate. The Tenant will at any time upon not less than 10 days' prior written notice from the Landlord execute, acknowledge and deliver to the Landlord a statement in writing: (1) certifying that the Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Lease, as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (2) acknowledging that there are not, to the Tenant's knowledge, any uncured defaults on the part of the Landlord, or specifying such defaults if any are claimed; and (3) making such other statements with respect to the Lease as may be reasonably requested by the Landlord. Any such statement may be conclusively relied upon by any prospective purchaser or existing or prospective encumbrancer of the Demised Premises.

20. Notices.

a. Any notice, request, demand, approval, consent or other communication which the Landlord or the Tenant may be required or permitted to give to the other party must be in writing and mailed by certified mail, return receipt requested, at the address specified in the Lease, or to such other address as either party will have designated by written notice to the other. Notwithstanding the foregoing, the Landlord may give notice to the Tenant by personal delivery to the Demised Premises.

b. If the holder of record of a mortgage or a ground lessor covering the Demised Premises should have given prior notice to the Tenant that it is the holder of such mortgage or is a ground lessor and such notice includes the address to which notices are to be sent, the Tenant will give to said party notice simultaneously with any notice given to the Landlord to correct any alleged default of the Landlord hereunder. Said party will have the right, within 30 days after receipt of said notice, to correct or remedy such default before the Tenant may take any action under the Lease by reason of such default; provided, however, the Tenant may take no action under the Lease by reason of such default if such party will have commenced, during said thirty-day period, to remedy the alleged default and continues thereafter to use its diligence to

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remedy the alleged default. Any notice of default given to the Landlord will be null and void unless simultaneous notice has been given to said mortgagee or ground lessor.

21. Surrender. Upon the expiration or termination of the Lease, the Tenant will deliver and surrender the Demised Premises to the Landlord in a safe condition and reasonably good order and repair, and will deliver all keys and combinations to locks, safes and vaults to the Landlord. Before surrendering the Demised Premises, the Tenant will remove all its unattached personal property and will repair any damage caused thereby. Floor coverings, window, wall and ceiling treatments will not be removed from the Demised Premises. If the Tenant should fail to restore the Demised Premises as aforesaid or if the Tenant should fail to repair any damage caused by the removal of the Tenant's property from the Demised Premises, the Landlord may restore the Demised Premises, and all such costs incurred thereby will be an expense of the Tenant. The Tenant's obligation to perform this provision will survive the end of the Lease Term. If the Tenant should fail to remove its property upon the expiration of the Lease, said property will be deemed abandoned and will become the property of the Landlord.

22. Broker's Fee. The Landlord will pay to the Brokers a commission in accordance with a separate written agreement between the parties. The Landlord and the Tenant each warrant to the other that no real estate broker or agent, except the Brokers, has been used or consulted in connection with the lease of the Demised Premises. Each covenants and agrees to defend, indemnify and save the other harmless from and against any actions, damages, real estate commissions, fees, costs and/or expenses (including reasonable attorneys' fees), resulting or arising from any commissions, fees, costs and/or expenses due to any other real estate broker or agent because of the lease of the Demised Premises and the execution and delivery of the Lease, due to the acts of the indemnifying party.

23. Landlord's Rights.

a. If the Tenant should fail to perform any maintenance or repairs required of it hereunder, including, without limitation, the maintenance of its signs, within 10 days after written notice delivered to it by the Landlord (or within such shorter period as the Landlord should require in the event of an emergency, with or without notice), the Landlord may, at its option, make such repairs without liability to the Tenant for any loss or damage which may result to its stock or business by reason of such repairs, and the Tenant will pay to the Landlord within 10 days after demand the cost of such repairs plus 10% of the amount thereof (for the Landlord's service and overhead costs).

b. The Landlord and its agents will have the right to enter upon the Demised Premises at reasonable times for the purposes of inspecting same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Demised Premises or to the building of which they are a part as the Landlord may deem necessary and desirable. The Landlord may at any time place on or about the Demised Premises any ordinary "For Sale" signs and the Landlord may at any time during the last 120 days of the Lease Term place on or about the Demised Premises any ordinary "For Lease" signs, all without rebate of rent or liability to the Tenant.

c. The Landlord may change the name or street address of the building in which the Demised Premises are located and install and maintain signs on the exterior of the building.

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d. The Landlord may from time to time, but no more frequently than calendar quarterly, obtain a current lien, permit and code violation search to verify that there are no open, outstanding and/or pending liens, permits and/or code violations with respect to the Demised Premises and/or the Project that arose as a result of the acts or omissions of the Tenant and/or its employees, agents, assignees, subtenants, concessionaires, contractors, invitees or guests (**Tenant Encumbrances**). To the extent the Search reveals that such Tenant Encumbrances exist, the Tenant, at its sole cost and expense, shall immediately upon receiving notice from the Landlord take all necessary action to close-out, discharge, bond-off and/or otherwise satisfy such Tenant Encumbrances.

e. In the event the Tenant fails to comply with its obligations under subparagraph d above, and such failure continues for a period of 3 days after receipt of notice from the Landlord, (1) the Tenant, without any additional notice, grace or cure periods, shall be deemed in default under the Lease, and the Landlord shall be permitted to exercise any and all remedies available to the Landlord under this Lease as a result of such default, and (2) the Landlord, in addition to any other rights or remedies available to the Landlord under this Lease, at law and/or in equity, may, but will not be obligated to, take all necessary action to close-out, discharge, bond-off and/or otherwise satisfy such Tenant Encumbrances. Any amount paid by the Landlord, together with any all costs and expenses, including attorneys' fees, incurred by the Landlord, in connection therewith, together with interest thereon at the rate of 12% percent per annum (for the Landlord's service and overhead costs), from the date of payment of such amount or incurring of the cost and expense, will be paid by the Tenant to the Landlord on demand.

24. Proportionate Share. The Proportionate Share is a fraction, the numerator of which is the number of square feet in the Demised Premises and the denominator of which is the number of square feet in the Project. The Proportionate Share will be increased or decreased from time to time as the square feet in the Demised Premises and/or the Project are increased or decreased. The Proportionate Share will similarly be increased or decreased from time to time as the size of the Demised Premises and/or the Project are increased or decreased. In computing the square footage of the Demised Premises and all premises in the Project, the Landlord includes a proportionate factor of all meter rooms and other utility closets and interior corridors to which the Tenant has access. All dimensions are measured from the center line of interior walls and from the exterior face of exterior walls. If the Demised Premised are being constructed for the first time or thereafter reduced or expanded, the Landlord may have the square footage of the Demised Premises surveyed. In this event, if the Gross Rent is predicated on a rate per square foot, the Gross Rent will be adjusted based on the results of the survey.

25. Quiet Enjoyment. Upon the Tenant paying the rent reserved hereunder and observing and performing all the covenants, conditions and provisions on the Tenant's part to be observed and performed hereunder, the Tenant will have quiet enjoyment of the Demised Premises for the entire Lease Term, subject to all the provisions of the Lease.

26. Intentionally Deleted.

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27. General Provisions.

a. The Tenant will not record the Lease or any document with respect to the Lease, such as a notice of commencement, without the Landlord's prior written consent, and any such recordation will, at the option of the Landlord, constitute a non-curable default of the Tenant. The Tenant will, however, within 10 days after request by the Landlord execute and deliver to the Landlord a memorandum of the Lease for the purpose of recordation in a form prescribed by the Landlord.

b. Nothing herein contained will be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, will be deemed to create any relationship between the parties hereto other than the relationship of the Landlord and the Tenant.

c. The invalidity of any provision of the Lease as determined by a court of competent jurisdiction will in no way affect the validity of any other provision hereof. The Landlord and the Tenant acknowledge that they were represented by counsel in connection with the Lease and that each of them or their respective counsel reviewed and revised the Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party or the Landlord will not be employed in the interpretation of the Lease.

d. Time is of the essence. Any time period provided for herein which ends on a Saturday, Sunday, or legal holiday will extend to 5:00 p.m. on the following business day.

e. Whenever a period of time is prescribed for action to be taken by the Landlord, the Landlord will not be liable or responsible for and there will be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of god, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of the Landlord.

f. Each provision performable by the Tenant will be deemed both a covenant and a condition. The Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter will be effective. The Lease may be modified in writing only, signed by the parties in interest at the time of modification.

g. Subject to the provisions hereof restricting assignment or subletting by the Tenant and regarding the Landlord's liability, this Lease will bind the parties, their personal representatives, successors and assigns. The Lease will be governed by the laws of the State of Florida.

h. The terms "Landlord" and the "Tenant", as used herein, denote both singular and plural and all genders. Where the "Tenant" consists of more than one person, whether natural or artificial, all the persons constituting the "Tenant" will be jointly and severally liable for all obligations to be performed by the Tenant herein. If the Tenant is a corporation or other entity, the Tenant will furnish to the Landlord such evidence as the Landlord may reasonably require in order to evidence the authority of the Tenant to execute and deliver the Lease and to perform its obligations hereunder.

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i. Any amount due to the Landlord not paid when due will bear interest at the maximum rate allowable by law accruing from the date due. Payment of such interest will not excuse or cure any default by the Tenant under the Lease.

j. Provisions herein to the contrary notwithstanding, there will be absolutely no personal liability on the part of the Landlord, its directors, officers or shareholders, or any of its partners or members, their directors, officers or shareholders, partners or members, with respect to any of the terms, conditions and covenants of the Lease; and the Tenant will look solely to the interest of the Landlord in the Project for the satisfaction of each and every remedy of the Tenant.

k. The Landlord reserves the absolute right to effect such other tenancies in the Project as it, in the exercise of its sole business judgment, shall determine to be appropriate to promote the interests of the Project. The Tenant does not rely on the fact, nor does the Landlord represent, that any specific tenant or number of tenants shall during the Lease Term occupy any space in the Project.

l. The submission of the Lease for examination by the Tenant does not constitute an offer or an option to lease the Demised Premises, nor is it intended as a reservation of the Demised Premises for the benefit of the Tenant, nor will the Lease have any force or validity until and unless a copy of it is returned to the Tenant duly executed by the Landlord.

m. If a lease guaranty is to be provided with respect to this lease, such shall be provided in the form attached hereto as Exhibit C (**Lease Guaranty**), which is incorporated herein. The Tenant covenants and agrees that, contemporaneously with the execution of this Lease, it shall deliver to the Landlord the Lease Guaranty executed by Guarantor.

o. "RADON GAS". Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Florida only)

p. The Tenant shall maintain the confidentiality of all of the financial terms of this Lease, and shall not, except as required by applicable law or governmental regulation, disclose such financial terms to any third parties whomsoever other than the Tenant's business partners, employees, consultants, lenders, attorneys and/or accountants who have a reasonable need for such confidential information (collectively, **Tenant Representatives**), provided that at all times such Tenant Representatives agree to maintain the confidential nature of such financial information. In the event the Tenant and/or the Tenant Representatives breach or otherwise violate the terms and conditions of this subparagraph p, such breach or violation shall be deemed an automatic, without the requirement or condition of any further notice or cure period, default by the Tenant under this Lease. Furthermore, the Tenant acknowledges and agrees that nothing contained in this Lease shall be deemed to limit any right or remedy available to the Landlord in the event of the Tenant's and/or Tenant Representatives' breach or violation of this subparagraph p (and correlating default under this Lease) and therefore, in addition to any such rights and remedies, and with the understanding that money damages would not be a sufficient remedy for any breach or violation of this subparagraph (and correlating default under this Lease) by the Tenant and/or Tenant Representatives, the Landlord shall be entitled to specific performance and injunctive relief as

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remedies for any such breach. The terms and conditions of this subparagraph p shall survive the expiration or earlier termination of this Lease.

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EXHIBIT B

LANDLORD'S WORK AND TENANT'S WORK

Notwithstanding the terms of the Lease and Standard Provisions to the contrary, the Landlord and Tenant agree as follows:

1. WORK.

(1) Tenant has agreed to improve the Demised Premises. Such work is described on attached Schedule 2 (the "***Tenant Work***"). The Tenant will furnish 4 sets of architectural, mechanical and engineering plans and specifications prepared, signed and sealed by an architect and/or engineer (licensed in the state where the Demised Premises are located) incorporating the Tenant Work, for the Landlord's prior approval within 30 days after the Landlord provides the Tenant with an outline plan for the Demised Premises. The Tenant will ensure that the plans and specifications meet all governmental requirements for obtaining building permits. The approval by the Landlord of the plans and specifications will not constitute the assumption of any liability on the part of the Landlord for their accuracy and compliance or conformity with applicable building codes and the requirements of the Lease, nor will it constitute a waiver by the Landlord of the right to thereafter require the Tenant to revise the same to comply with building codes and the Lease.

(2) The Tenant will pay all the costs for the Tenant Work. The Tenant will consider hiring the Landlord's architect and general contractor, but any architect or general contractor hired by the Tenant will require the Landlord's prior written consent, which will not be unreasonably withheld. The Tenant will commence and proceed to complete its construction with diligence and in accordance with the approved plans and specifications.

(3) The Tenant shall be responsible for the disposal of waste generated with respect to the Tenant's improvements. All the Tenant's improvements within the Demised Premises shall be completed with new materials unless otherwise approved in writing by the Landlord. Workmanship performed shall be of a uniformly high quality in accordance with commercially reasonable standards of practice. On completion of the Tenant Work, the Tenant shall cause to be furnished to the Landlord a final release of lien from the contractor and the contractor's affidavit stating that the work has been completed, there are no liens outstanding against the Demised Premises on account of the Tenant's improvements and all accounts for work, service and materials have been paid in full.

(4) The Tenant will indemnify and hold Landlord harmless from any damage caused by or related to Tenant’s Work.

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SCHEDULE 1

LANDLORD'S WORK

Landlord will remove all Landlord's personal property and deliver the Premises to Tenant with all HVAC units in good working order.

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SCHEDULE 2

TENANT'S WORK

Tenant will perform all build out work inside the Premises. Tenant will provide Landlord with build out/architectural plans for Landlord's approval, which will not be unreasonably withheld.

Initial
TCR

DS

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EXHIBIT C

LEASE GUARANTY

THE UNDERSIGNED guarantees all the obligations of the Tenant under that certain Business Center Lease described as follows (the "Lease"):

Landlord: PSL BUSINESS CENTER PARTNERSHIP

Tenant: DIAMOND ELITE ACADEMY, a Florida limited liability company

Project: PSL BUSINESS CENTER

Demised Premises 580 NW University Blvd., Suite 120.

Date of Lease November 24, 2025

The undersigned, jointly and severally, further confirm(s) and acknowledge(s) the following:

1. The liability of the undersigned is absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Lease; (ii) the existence of any property given as security for, or other guarantee of the Lease; or (iii) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Tenant in respect of the Lease or the undersigned in respect of this Guaranty.

2. The undersigned has a monetary interest (direct or indirect) in the Tenant and/or in the conduct of business in the Demised Premises.

3. The undersigned has executed this Guaranty to induce the Landlord to lease the Demised Premises to Tenant.

4. Any material changes to the lease must be agreed to by the undersigned Guarantors.

5. With regard to obligations of Tenant to pay money, this Guaranty imposes on the undersigned a guarantee of payment and not of collection.

6. The Landlord has the right to take action against one or more of the undersigned Guarantors without affecting the obligations of any other of the undersigned Guarantors not then being proceeded against.

WITNESS our hands and seals this 24th day of November, 2025.

Address of Guarantor(s):

10578 SW MORNING GLORY DRIVE
PORT SAINT LUCIE, FL 34987

Signed by:
By: Tiffany C. Romero 11/24/2025
DF4DF66BBB3D4ED...
Tiffany Romero, Individually

Address of Guarantor(s):

10578 SW MORNING GLORY DRIVE
PORT SAINT LUCIE, FL 34987

Signed by:
By: Jose Romero 11/24/2025
54EBAEF48B1143D...
Jose Romero, Individually

SLW-Diamond Elite Academy, LLC

Special Exception Use

Project No. P25-220

Planning and Zoning Board Meeting

Ivan Betancourt, Planner I

June 2, 2026

Request Summary

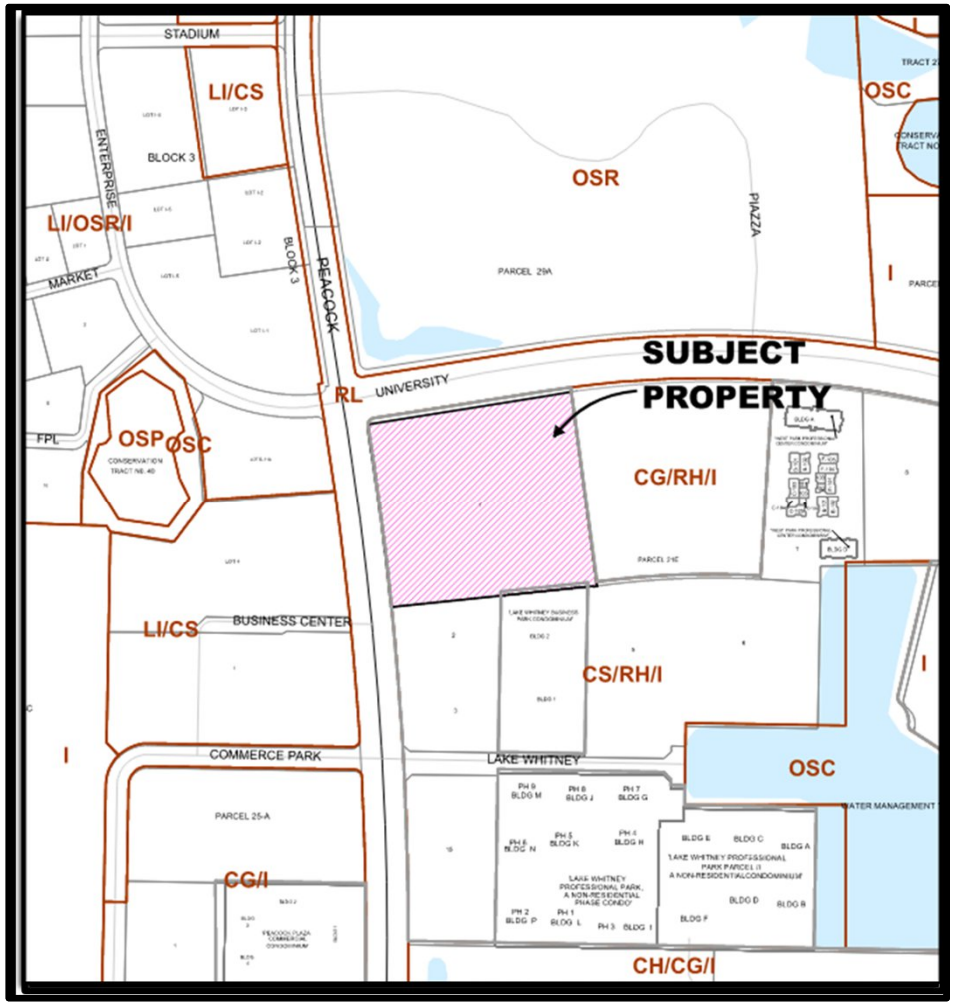
Owner:	PSL BUSINESS CENTER PARTNERSHIP
Applicant:	Tiffany Romero
Location:	East of NW Peacock Blvd and south of NW University Blvd
Request:	Special Exception Use (SEU) to permit 10,350 square feet of enclosed assembly recreational space without an alcoholic beverage license for on-premises consumption of alcoholic beverages.

Background

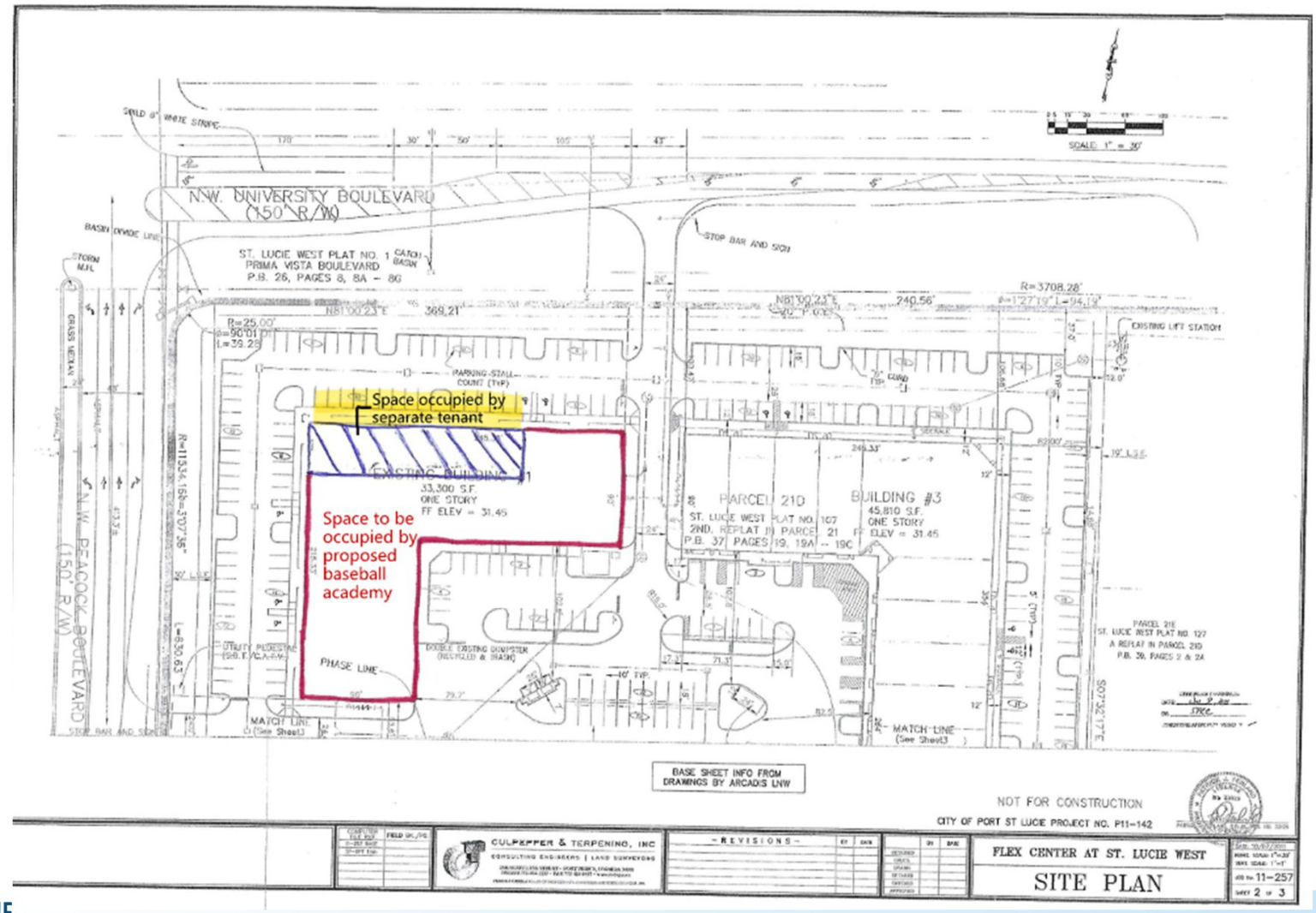
- Section 158.126(D)(3) – Service Commercial (CS) Zoning District – requires enclosed assembly areas over 3,000 square feet, without an alcoholic beverage license for on-premises consumption, to apply for a special exception use.
- The applicant intends to operate as a baseball training facility. The applicant proposes to occupy space within an existing building on the developed site with interior modifications to accommodate the training functions. No exterior site changes are proposed.
- The proposed baseball training facility exceeds 3,000 square feet of enclosed assembly area and is classified as an enclosed assembly use under Chapter 153 of the City's Code of Ordinances. In the CS zoning district, enclosed assembly areas over 3,000 square feet require approval of a Special Exception Use by the Planning & Zoning Board and City Council.

Surrounding Areas

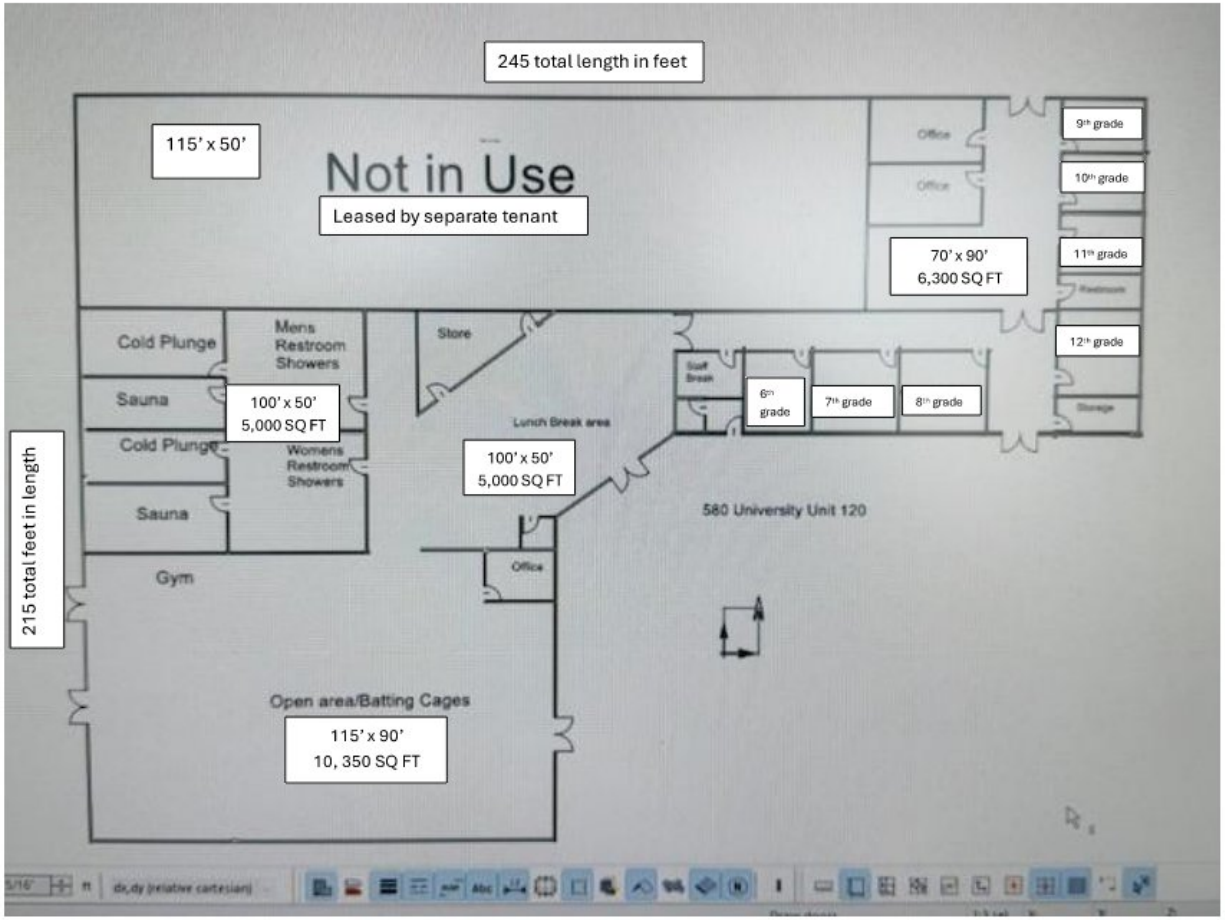
Direction	Existing Use	Future Land Use	Zoning
North:	Baseball stadium	OSR	GU
South:	Commercial business center	CS/RH/I	CS
East:	Recreational field	CG/RH/I	I
West:	Self-storage facility	LI/CS	IN



Approved Site Plan



Proposed Floor Plan



EVALUATION OF SEU CRITERIA (Section 158.260)	FINDINGS
ADEQUATE INGRESS AND EGRESS (§ 158.260 (A))	No changes to site access are proposed. The property will continue to utilize its two existing access points—a right-in, right-out entrance from NW Peacock Blvd and a right-in, right-out on NW University Blvd.
ADEQUATE OFF-STREET PARKING AND LOADING AREAS (§ 158.260 (B))	The proposed use consists of 10,350 square feet of assembly area, resulting in a required 52 parking spaces. A total of 450 parking spaces are provided for the overall site whereas 509 are provided. This is sufficient to accommodate the proposed use. The majority of the site's existing businesses operate primarily during daytime hours, while the recreational baseball training facility operates from 4:00 PM to 8:00 PM on weekdays, and 9:00 AM to 1:00 PM on Saturdays. Most businesses on the site do not operate on Saturdays, eliminating any overlap in parking demand during the proposed Saturday hours.
ADEQUATE AND PROPERLY LOCATED UTILITIES (§ 158.260 (C))	St. Lucie West Services District is the provider of utilities.
ADEQUATE SCREENING OR BUFFERING (§§ 158.260 (D) (F))	There is no additional screening or buffering required. The site's approved landscape plan provides adequate perimeter landscaping.

Planning and Zoning Board Action Options:

- Make a motion to recommend approval to the City Council
- Make a motion to amend the recommendation and recommend approval
- Make a motion to recommend denial
- Make a motion to table

Agenda Summary

2026-494

Agenda Date: 6/2/2026 **Agenda Item No.:** 8.c

Placement: Public Hearing - Quasi Judicial

Action Requested: Motion / Vote

P26-059 Riverview Plaza - Buffer Wall-Landscape Modification

Location: southwest corner of SW Sultan Drive and SW Port St. Lucie Blvd. and north of the C-24 Canal.
Legal Description: Lots 28 through 33, Block 1291, Port St. Lucie Section 12, according to the map or plat as recorded in the Plat Book 12, Page(S) 55, 55A through 55G, public records of St. Lucie County.
This is a request to provide enhanced landscaping in lieu of a wall per Section 154.12 of the Landscape and Land Clearing Code.

Submitted By: Marissa Da Breo-Latchman, Environmental Planner II

Executive Summary: The applicant is requesting to provide enhanced landscaping in lieu of a 6-foot-high architectural wall along the rear of the subject property which abuts residential property to the south in accordance with Section 154.12 of the Landscaping Code.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: That the Board review the request and approve, approve with conditions, or deny the landscape modification request.

Background: The applicant proposes to provide enhanced landscaping within the 10-foot landscape buffer along the southern property boundary by providing a 6-foot tall Clusia hedge (at the time of planting) and assorted canopy trees. 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 an open space or residential land use or has a residential use per Section 154.03(C)(5) of the Landscape and Land Clearing Code. The subject property is currently undeveloped. There is a Site Plan currently in process for the site which includes a 10,400 SF, one-story commercial building and associated parking (P26-006). There is a 10’ drainage and utility easement located at the rear of the subject property, along the C-24 canal, and the required wall is not allowed in the easement.

Issues/Analysis: See attached staff report.

Special Consideration: Section 154.12(B) of the landscape and land Clearing Code establishes the responsibilities of the Planning and Zoning Board in authorizing landscape modifications. The Board may authorize a modification from the requirements of the Landscape and Land Clearing Code. Based on a review of the detailed plans demonstrating the side, quantity and location of the vegetation to be preserved and installed along the site’s boundaries; the proposed use(s) of the property requesting the modification; and the

existing and proposed surrounding uses. In making its decision, the Board should consider the criteria set forth in Section 154.12(B) of the Landscape and Land clearing Code.

Location of Project: southwest corner of SW Sultan Drive and SW Port St. Lucie Blvd and north of the C-24 Canal

Attachments: 1. Staff Report, 2. Application. 3. Justification Letter, 4. Proposed Landscape Modification Plan, 5. Authorization letter, 6. Staff Presentation

Riverview Plaza – Buffer Wall - Landscape Modification
Project No. P26-059



SUMMARY

Applicant's Request:	To provide enhanced landscaping in lieu of an architectural buffer wall on the southern portion of the property per Section 154.12 of the City of Port St. Lucie Code of Ordinances.
Applicant:	Jose Chaves, StoryBook Development Services, LLC
Property Owner:	Rossell, LLC
Location:	The property is located on the southwest corner of SW Sultan Drive and SW Port St. Lucie Blvd. and north of the C-24 Canal.
Application Type:	Landscape Modification, Quasi-Judicial
Project Planner:	Marissa Da Breo-Latchman, Environmental Planner II

Project Description

The applicant is requesting to provide enhanced landscaping in lieu of a wall per Section 154.12 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 an open space or residential land use or has a residential use per Section 154.03(C)(5) of the Landscape and Land Clearing Code. The 1.41-acre subject property is located at the southwest corner of SW Sultan Drive and SW Port St. Lucie Blvd and north of the C-24 Canal. The property is legally described as Lots 28 through 33, Block 1291, Port St. Lucie Section 12, according to the map or plat as recorded in the Plat Book 12, Page(S) 55, 55A through 55G, public records of St. Lucie County.

The subject property is currently undeveloped. A Site Plan has been submitted for the site which includes a 10,400 SF, one-story commercial building and associated parking (P26-006). There is a 10' drainage and utility easement located at the rear of the subject property, along the C-24 canal, and the required wall is not allowed in the easement. As such, the applicant is requesting to waive the requirement for a 6-foot-high masonry wall. The applicant proposes to provide enhanced landscaping within the 10-foot landscape buffer along the southern property boundary by providing a 6-foot tall Clusia hedge (at the time of planting) in lieu of the Code requirement for a hedge with a minimum height of 24 inches at the time of planting, and assorted canopy trees.

The required wall along the western property boundary will remain to reduce impacts on the adjacent residential home.

Related Projects

The following are applications associated with this property:
P26-003 – Riverview Plaza – LMD Rezoning
P26-004 – Riverview Plaza – Special Exception Use
P26-006 – Riverview Plaza – Site Plan

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 158.298 (B))

Public notice was mailed to property owners within 750 feet on May 21, 2026, and the file was included in the ad for the Planning & Zoning Board's agenda.

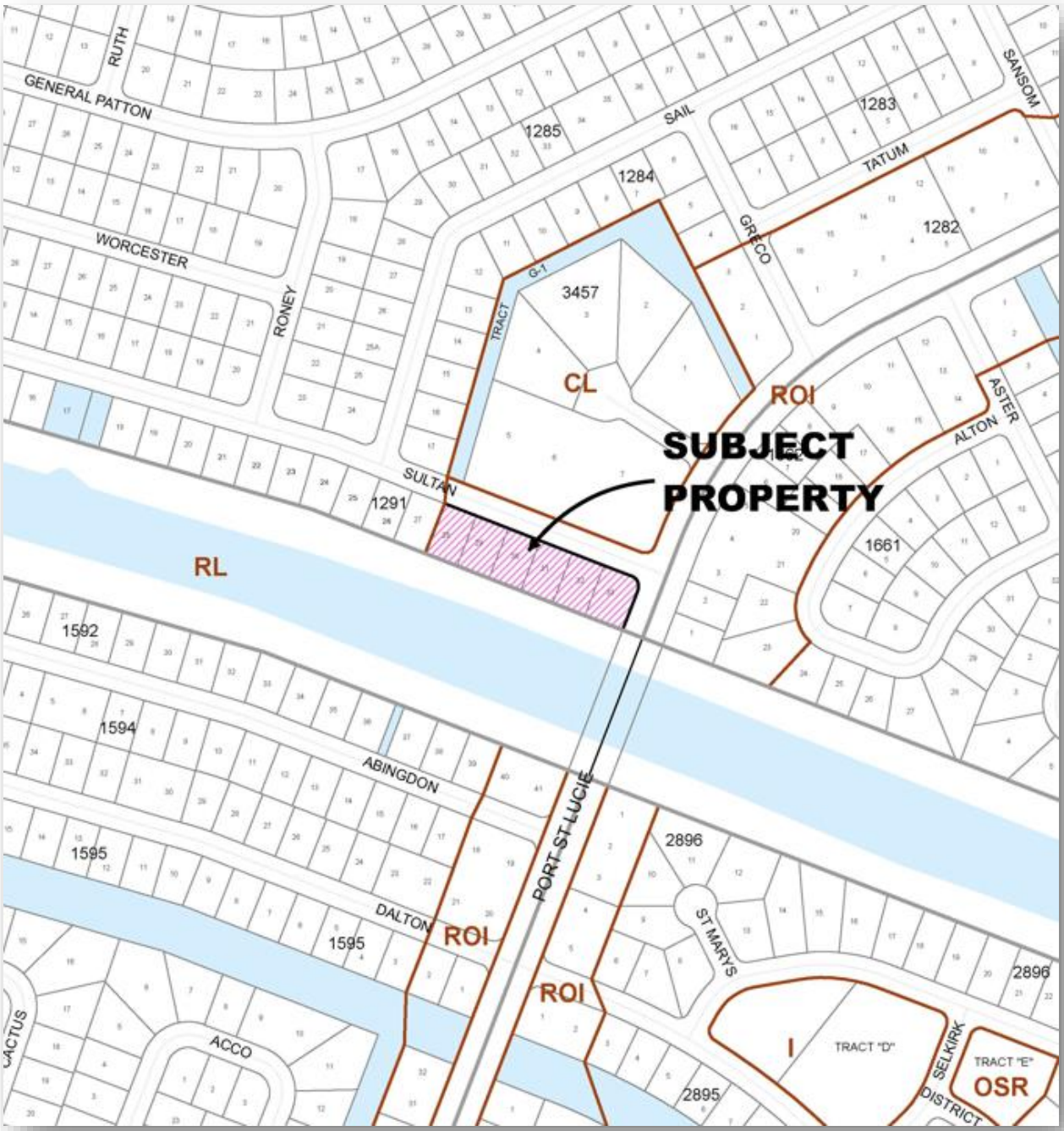
Location and Site Information

Parcel Number:	3420-555-1059-000-9, 3420-555-1060-000-9, 3420-555-1061-000-6, 3420-555-1062-000-3, 3420-555-1063-000-0, 3420-555-1064-000-7
Property Size:	1.41 acres
Legal Description:	Lots 28 through 33, Block 1291, Port St. Lucie Section 12, according to the map or plat as recorded in the Plat Book 12, Page(S) 55, 55A through 55G, public records of St. Lucie County.
Address:	802-832 SW Sultan Drive
Future Land Use:	ROI- Residential, Office and Institutional
Existing Zoning:	Limited Mixed Use (LMD)
Existing Use:	Vacant Land

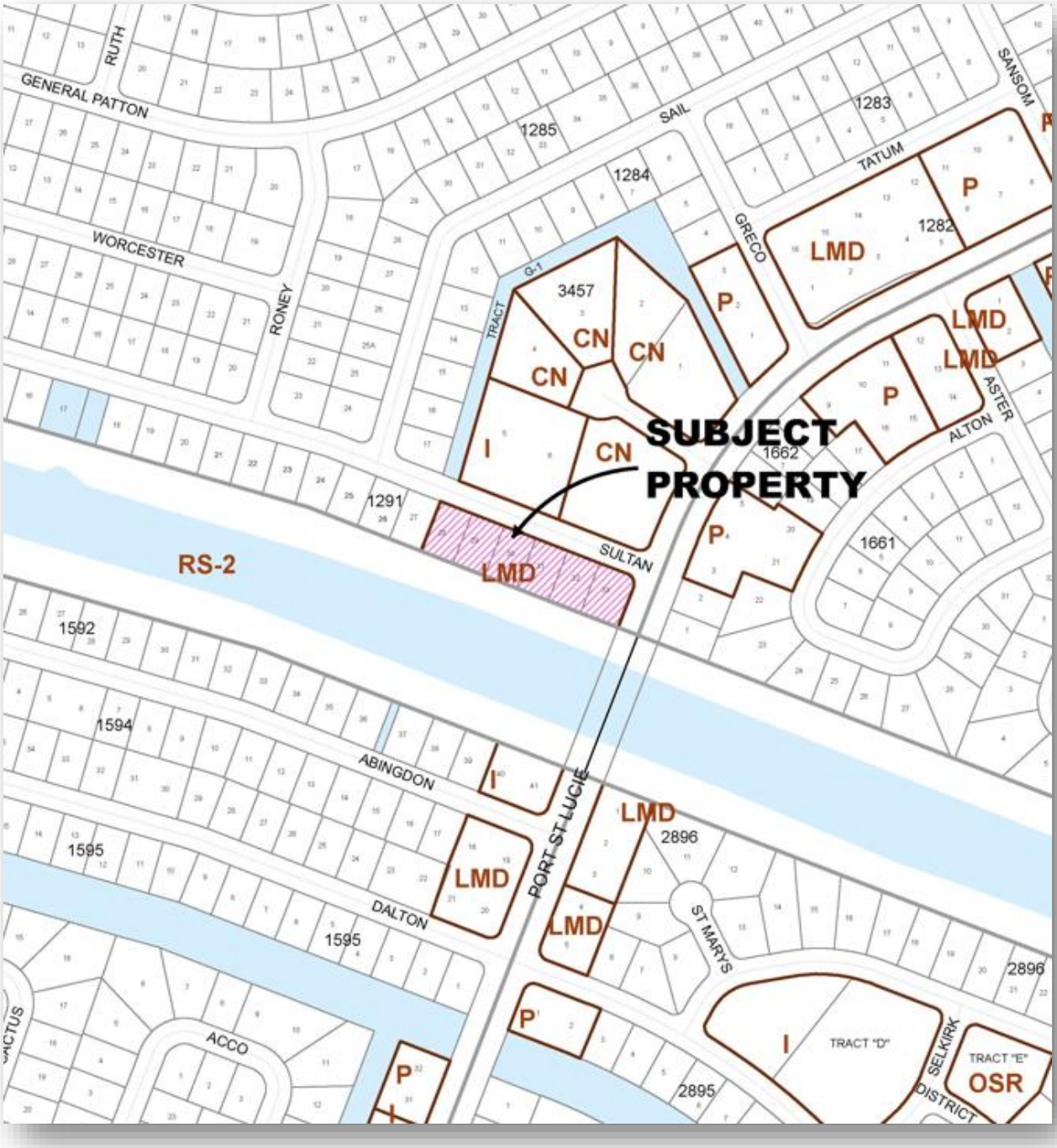
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	CL	I, CN	Church, daycare
South	RL, ROI	I, RS-2	C-24 Diversion Canal, Single-family residential, daycare
East	ROI	P, RS-2	Vacant
West	RL	RS-2	Residential

I – Institutional, CN – Neighborhood Commercial, RS-2 – Single-Family Residential, ROI – Residential Office Institutional, P-Professional, CL Limited Commercial, RL-Low Density Residential



Future Land Use Map


SUBJECT PROPERTY
RS-2
GENERAL PATTON
RUTH
WORCESTER
RONEY
SAIL
SANSOM
TATUM
GRECO
ALTON
ASTER
SULTAN
ABINGDON
DALTON
PORT ST LUCIE
ST MARYS
SELKIRK
DISTRICT
ACCO
TRACT
G-1
1283
1285
1284
1282
1662
1661
1291
1592
1594
1595
1595
2896
2896
2895
3457
CN
CN
CN
I
P
P
P
P
LMD
LMD
LMD
LMD
LMD
I
I
TRACT "D"
TRACT "E"
OSR

Zoning 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 for a landscape buffer is 10 feet which is the minimum required by Section 154-03(C)5, Landscape Design Standards. The applicant is proposing to enhance the landscaping within the 10-foot landscape buffer by providing a six (6)-foot tall Clusia hedge at time of planting in lieu of the Code requirement of two-foot-tall hedges at the time of planting. The hedge will be maintained at a minimum height of six (6) feet. Additionally, the applicant proposes a total of 26 trees in the rear buffer when 16 are required by code.*

2) Outside activities and hours of operation for the proposed use(s).

    - *Staff Findings: The subject property would operate during typical business hours. The site plan indicates two (2) outdoor amenity areas for use by patrons, one on the eastern side of the building and one on the western side. The easternmost amenity area is approximately 150' away from the residential home. The architectural buffer wall at the western property boundary will remain.*
    - *No loading zone is required for the proposed project. Deliveries will be coordinated during business hours.*
    - *No outdoor lighting other than what may be attached to the building will be located at the rear of the property.*

3) Natural and man-made features or uses that provide distance and separation from those existing uses to be buffered.

    - *Staff Findings: The approximately 350-foot wide, C-24 canal right-of-way provides a natural buffer to the single-family residential homes and a daycare facility located across the canal. The enhanced landscaping and the 6-foot tall hedge will provide additional buffering.*

4) Other factors that may be important to a decision.

- *Staff Findings: The C-24 canal is managed and controlled by the South Florida Water Management District. The 10-foot drainage and utility easement will be needed by the city should any improvements ever be required at the rear of the property and those along the canal.*

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).

LANDSCAPE MODIFICATION 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 Planning and Zoning Board meeting. **Attach two copies of proof of ownership (e.g. warranty deed, affidavit), and a copy of recent survey.**

PRIMARY CONTACT EMAIL ADDRESS: jose@storybookteam.com

PROPERTY OWNER:

Name: Rossell, LLC

Address: 451 SW Bethany Dr, Suite 202, Port St. Lucie, FL 34986

Telephone No. _____ Email _____

APPLICANT (IF OTHER THAN OWNER, ATTACH AUTHORIZATION TO ACT AS AGENT):

Name: StoryBook Development Services, LLC

Address: 5931 Brick Court, Suite 168, Winter Park, FL 32792

Telephone No. 321-246-8811 Email jose@storybookteam.com

SUBJECT PROPERTY:

Legal Description: _____

Parcel I.D. Number: 3420-555-1059-000-9 / 1060-000-9 / 1061-000-6 / 1062-000-3 / 1063-000-0 / 1064-000-7

Address: 832 SW Sultan Dr, Port St. Lucie, FL 34953

Current zoning classification LIMITED MIXED USE (LMD)

Description of request and applicable conditions/circumstances justifying request (continue on separate sheet, if necessary). A landscape plan showing the proposed landscaping, prepared by a registered landscape architect, and reviewed by the site plan committee is required for City Council approval.

Request to not require a perimeter wall along the C-24 canal side of the project and instead provide improved landscaping. The property currently has a 10-foot utility and drainage easement which prohibits the construction of a wall due to encroachment restrictions.

Jose A Chaves — Signature of Applicant

Jose Chaves — Hand Print Name

04/22/2026 — 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.

H:\PZ\SHARED\APPLCTN\LNDSCPMOD\APPL (06/23/11)

StoryBook Development Services, LLC
Jose Chaves, PE / Owner
Jose@StoryBookTeam.com
5931 Brick Court, Suite 168
Winter Park, Florida
T: 321-246-8811

April 22, 2026

City of Port St. Lucie
Public Works Department
Attn: Evan Delgado
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Subject: Riverview Plaza Landscape Modification Application.

On behalf of B&B Capital Group, I am submitting this Landscape Modification Permit application for the Riverview Plaza project. We are requesting approval to utilize an enhanced landscape buffer along the southern property boundary in lieu of the required perimeter wall.

Due to the presence of the 10-foot drainage easement adjacent to the C-24 Canal, a structural wall cannot be placed without impacting the functional width of the easement or compromising other required site elements. The proposed landscape alternative avoids any encroachment, maintains full easement functionality, and provides a softer, more visually appropriate edge along the canal corridor.

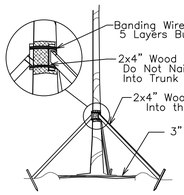
The upgraded landscape design includes increased layering, improved screening, and higher-quality plant material that collectively meet the intent of the Code's perimeter treatment standards while offering a superior public-facing aesthetic.

We respectfully request approval of this modification. All required plans and supporting documents are included with this submittal, and we welcome any comments or direction during your review.

Respectfully,

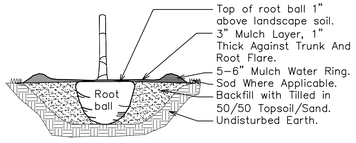


Jose Chaves, P.E.
StoryBook Development Services, LLC
Jose@StoryBookTeam.com
T: 321-246-8811



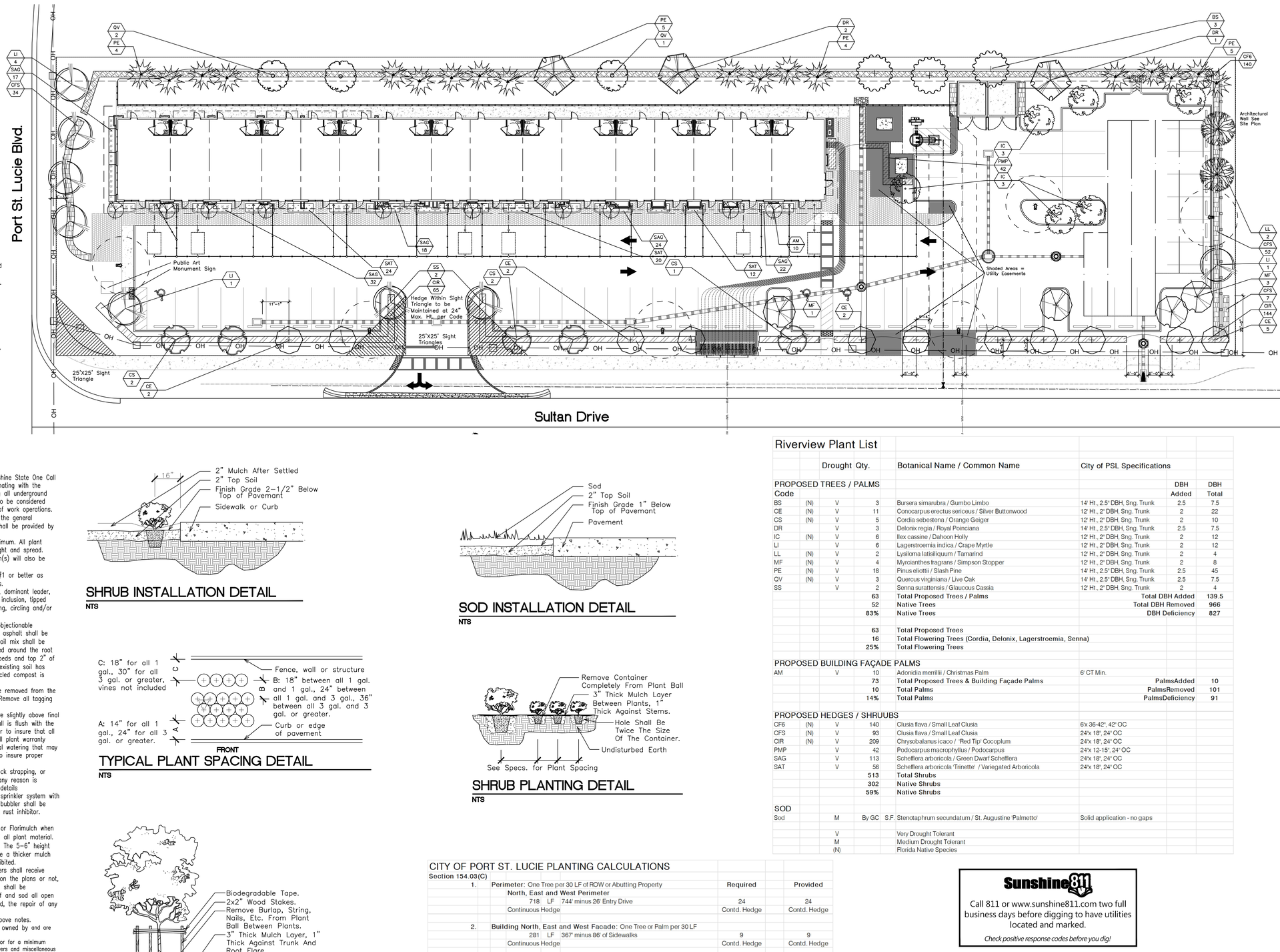
TREE/PALM BRACING DETAIL

NTS



TREE/PALM PLANTING DETAIL

NTS



GENERAL LANDSCAPE NOTES

- The plan takes precedence over the plant list.
- 2 Full business days before digging, call toll free 1-800-432-4770 Sunshine State One Call of Florida, Inc. Notification Center. Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation. All existing utilities shown on the plans are to be considered approximate and should be verified by the contractor prior to the start of work operations.
- General site and berm grading to +/– 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.
- All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.
- All plant material furnished by the landscape contractor shall be Florida #1 or better as established by Grades and Standards for Florida Nursery Trees and Plants.
- All trees designated as single trunk shall have a single, relatively straight, dominant leader, proper structural branching and even branch distribution. Trees with bark inclusion, tipped branches, and co-dominant trunks will not be accepted. Trees with girdling, circling and/or plunging roots will be rejected.
- All planting beds shall be free of all rocks ½" or larger, sticks, and all objectionable non-native material including weeds, weed seeds. All limerock, road rock, asphalt shall be removed/cleaned down to the native soils. Planting soil 50/50 sand/topsoil mix shall be delivered to the site in a clean loose and friable condition and is required around the root ball of all trees and palms, the top 6" of all shrubs and ground cover beds and top 2" of all sodded areas. This soil shall be tilled into the existing soil after the existing soil has been cleaned of all rocks, concrete, asphalt, limestone and sticks. Recycled compost is encouraged as a soil amendment alternative.
- All burlap, string, cords, wire baskets, plastic or metal containers shall be removed from the rootballs before planting. Remove all bamboo and metal nursery stakes. Remove all tagging tape.
- All trees/palms shall be planted so the top of the root ball, root flair are slightly above final grade. Shrub material shall be planted such that the top of the plant ball is flush with the surrounding grade. It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.
- All trees/palms shall be staked using biodegradable material. No wire, black strapping, or other synthetic material shall be used. Nailing into trees and palms for any reason is prohibited and the material will be rejected. Please refer to the planting details
- All landscape and lawn areas are irrigated by an existing fully automatic sprinkler system with a minimum 100% coverage with all heads adjusted to 50% overlap. One bubbler shall be provided for each tree. The system is operational with a rain sensor and rust inhibitor.
- No fertilizers are required.
- All landscape areas shall be covered with a 3" layer of Melaleuca mulch or Florimulch when settled. Spread mulch to 1" thickness 3" away from the trunks/stems of all plant material. All trees in sodded areas shall have a clean cut 4' diameter mulch ring. The 5–6" height water ring shall be made from mulch, not soil. Certain areas may receive a thicker mulch cover where noted on plans. Cypress, red, gold and green mulch is prohibited.
- All open areas not covered by trees, palms, shrubs, vines or ground covers shall receive Stenotaphrum secundatum, St. Augustine 'Palmetto' sod, whether labeled on the plans or not, unless a different species is indicated on the planting plan. All noted s.f. shall be approximate; it is the contractor's responsibility to do his or her take off and sod all open areas. It shall be the responsibility of the contractor to include in the bid, the repair of any existing sod which may be damaged during construction.
- Please refer to the planting details for a graphic representation of the above notes.
- All ideas, designs and plans indicated or represented by this drawing are owned by and are the exclusive property of Thomas L White, ASLA–ISA.
- All plant material as included herein shall be warranted by the landscape contractor for a minimum period as follows: All trees and palms for 12 months, all shrubs, vines, groundcovers and miscellaneous planting materials for 90 days, and all lawn areas for 60 days after final acceptance by the owner or owner's representative.
- A min. 5 feet horizontal clearance / horizontal separation is required between city utilities infrastructure and proposed small trees and 10 foot separation from large trees.

Port St. Lucie USD Landscape Notes

- No landscaping shall be planted in a manner that would 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.
- All landscaping within City utility easements shall comply with PSLUSD technical specifications, policies, and codes.
- Trees shall not be planted within ten (10) feet of any PSLUSD underground infrastructure.
- No landscaping other than sod grasses shall be located within 5' of a PSLUSD appurtenance such as a water meter assembly, backflow device, fire hydrant or sewer cleanout, etc.

SHRUB INSTALLATION DETAIL

NTS

SOD INSTALLATION DETAIL

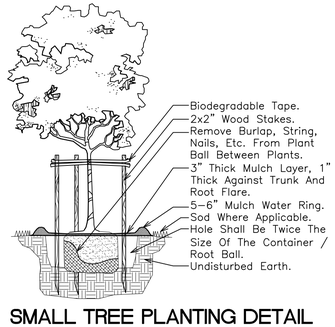
NTS

TYPICAL PLANT SPACING DETAIL

NTS

SHRUB PLANTING DETAIL

NTS



SMALL TREE PLANTING DETAIL

NTS

CITY OF PORT ST. LUCIE PLANTING CALCULATIONS

			Required	Provided
Section 154.03(C)				
1.	**Perimeter:** One Tree per 30 LF of ROW or Abutting Property			
	North, East and West Perimeter			
	718 LF	744' minus 26' Entry Drive	24	24
	Continuous Hedge		Contd. Hedge	Contd. Hedge
2.	**Building North, East and West Facade:** One Tree or Palm per 30 LF			
	281 LF	367' minus 86' of Sidewalks	9	9
	Continuous Hedge		Contd. Hedge	Contd. Hedge
3.	**VUA: One Tree per 30 LF**			
	486 LF	512' minus 26' Entry Drive	16	16
4.	**Parking Lot Interior: One Tree per Island**			
	8	Islands	8	8
		TOTAL	58	58
Section 154.04©.8.				
	Tree Species Mix		5	11

Riverview Plant List

		Drought	Qty.	Botanical Name / Common Name	City of PSL Specifications		
PROPOSED TREES / PALMS						DBH Added	DBH Total
Code							
BS	(N)	V	3	Bursera simarubra / Gumbo Limbo	14' Ht., 2.5" DBH, Sng. Trunk	2.5	7.5
CE	(N)	V	11	Conocarpus erectus sericeus / Silver Buttonwood	12' Ht., 2" DBH, Sng. Trunk	2	22
CS	(N)	V	5	Cordia sebestena / Orange Geiger	12' Ht., 2" DBH, Sng. Trunk	2	10
DR		V	3	Delonix regia / Royal Poinciana	14' Ht., 2.5" DBH, Sng. Trunk	2.5	7.5
IC	(N)	V	6	Ilex cassine / Dahoon Holly	12' Ht., 2" DBH, Sng. Trunk	2	12
LI		V	6	Lagerstroemia indica / Crape Myrtle	12' Ht., 2" DBH, Sng. Trunk	2	12
LL	(N)	V	2	Lysiloma latisiliquum / Tamarind	12' Ht., 2" DBH, Sng. Trunk	2	4
MF	(N)	V	4	Myrcianthes fragrans / Simpson Stopper	12' Ht., 2" DBH, Sng. Trunk	2	8
PE	(N)	V	18	Pinus elliottii / Slash Pine	14' Ht., 2.5" DBH, Sng. Trunk	2.5	45
QV	(N)	V	3	Quercus virginiana / Live Oak	14' Ht., 2.5" DBH, Sng. Trunk	2.5	7.5
SS		V	2	Senna surattensis / Glaucous Cassia	12' Ht., 2" DBH, Sng. Trunk	2	4
			63	**Total Proposed Trees / Palms**	**Total DBH Added**		**139.5**
			52	**Native Trees**	**Total DBH Removed**		**966**
			83%	**Native Trees**	**DBH Deficiency**		**827**
			63	**Total Proposed Trees**			
			16	**Total Flowering Trees (Cordia, Delonix, Lagerstroemia, Senna)**			
			25%	**Total Flowering Trees**			
PROPOSED BUILDING FAÇADE PALMS							
AM		V	10	Adonidia merrillii / Christmas Palm	6' CT Min.		
			73	**Total Proposed Trees & Building Façade Palms**	**PalmsAdded**		**10**
			10	**Total Palms**	**PalmsRemoved**		**101**
			14%	**Total Palms**	**PalmsDeficiency**		**91**
PROPOSED HEDGES / SHRUUBS							
CF6	(N)	V	140	Clusia flava / Small Leaf Clusia	6'x 36-42", 42" OC		
CFS	(N)	V	93	Clusia flava / Small Leaf Clusia	24'x 18", 24" OC		
CIR	(N)	V	209	Chrysobalanus icaco / 'Red Tip' Cocoplum	24'x 18", 24" OC		
PMP		V	42	Podocarpus macrophyllus / Podocarpus	24'x 12-15", 24" OC		
SAG		V	113	Schefflera arboricola / Green Dwarf Schefflera	24'x 18", 24" OC		
SAT		V	56	Schefflera arboricola 'Trinette' / Variegated Arboricola	24'x 18", 24" OC		
			513	**Total Shrubs**			
			302	**Native Shrubs**			
			59%	**Native Shrubs**			
SOD							
Sod		M	By GC	S.F. Stenotaphrum secundatum / St. Augustine 'Palmetto'	Solid application - no gaps		
		V		Very Drought Tolerant			
		M		Medium Drought Tolerant			
		(N)		Florida Native Species			

Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!

Eduardo L Carcache

Digitally signed by Eduardo L Carcache
Date: 2026.04.29 12:39:15 -04'00'

THOMAS WHITE, ASLA–ISA
LANDSCAPE ARCHITECT, LEED GREEN ASSOCIATE, CERTIFIED ARBORIST
tcawhite@bellsouth.net
954-253-2265

REVISIONS

2–11–2026: New Site Entrance.
3–17–2026: Additional Site & Engineering Revisions.
3–17–2026: Additional Engineering Revisions.
4–20–2026: Additional Engineering Revisions.
4–30–2026: Additional Engineering Revisions.
5–12–2026: Per City Comments.
5–20–2026: Seating Areas Removed Per City Comments.

Landscape Permit Plan

Riverview Retail Center

832 SW Sultan Drive
Port St. Lucie, Florida

DRAWN: TW
CHECKED: TW
DATE: 1-6-2025
SCALE: 1"=20'

Sheet No.
L-2
Sheet 2 Of 3

Rossell, LLC

451 SW Bethany Dr. Ste 202
Port St. Lucie, FL 34986-16964

OWNER AUTHORIZATION

Re: Riverview Plaza Development – 802, 808, 814, 820, 826, and 832 SW Sultan Dr. Port St. Lucie Florida
Parcel ID: 3420-555-1064-000-7, 3420-555-1063-000-0, 3420-555-1062-000-3, 3420-555-1061-000-6, 3420-555-1060-000-9, and 3420-555-1059-000-9
(Port St. Lucie-Section 12 (PB 12-55) BLK 1291 Lots 28 through 33)

I, Oswaldo Ramirez, member and manager of Rossell, LLC, which is the owner of the property referenced above, hereby authorize StoryBook Development Services, LLC to represent Rossell, LLC as applicant during the governmental review process (including but not limited to applications for rezoning, Special Exception Use, Site Plan, and Detail Engineering Plan) for the above noted project.

Thank you for your attention to this matter.

Owner Signature — Date 1/6/26
Print Name: Nicolás Apfelbaum, Esq.
as POA for Oswaldo Ramirez
Print Title: Member & Manager

Sworn to and subscribed before me this 6th day of January, 2026, by Nicolás Apfelbaum, as power of attorney for Oswaldo Ramirez. He is personally known to me or has produced identification. Type of identification _____.

Notary Public Signature

Name: Adalbert Martinez
Commission No: HH 365702
Commission Expires: 2/22/2027

Notary Public State of Florida
Adalbert Martinez
My Commission HH 365702
Expires 2/22/2027

This Instrument Prepared By:
NICOLAS APFELBAUM, ESQ.
APFELBAUM LAW
451 SW BETHANY DRIVE| SUITE 202
PORT ST. LUCIE, FL 34986

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT I, **OSWALDO R. RAMIREZ**, as manager and majority member of Rossell, LLC, a Florida limited liability company whose address is 451 SW Bethany Dr., Suite 202, Port St. Lucie, FL 34986, have made, constituted and appointed, and by these presents do make, constitute and appoint NICOLAS APFELBAUM, ESQUIRE, as my true and lawful attorney and attorney-in-fact in the State of Florida and all other jurisdiction, for me and in my name, place and stead, to act on my behalf with respect to the following real and personal property:

Personal Property:

Any and all contents in the real property referenced herein.

Real Property: 832 SW Sultan Drive, Port St. Lucie, FL 34953; more particularly described as follows:

Lots 28 through 33, Block 1291, PORT ST. LUCIE SECTION TWELVE, according to the map or plat thereof as recorded in Plat Book 12, Page(s) 55, 55A through 55G, of the Public Records of Saint Lucie County, Florida.

Giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

Further giving and granting unto my said attorney full power and authority to collect, sell, convey, maintain, or dispose of the above-mentioned personal and real property, and to execute any and all documents necessary to effectuate the sale and/or conveyance, maintenance, disposal of, deposit and distribute the sale proceeds of said property. In accordance, my attorney has the power and authority to execute any necessary documents to effectuate the powers herein, including, but not limited to, contracts, deeds, affidavits, bills of sale, closing statements, and satisfactions.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30 day of January, 2025.

Signed, sealed and delivered
in the presence of:

Witness Name: Samantha Aponte
Address: 451 SW Bethany Drive, Suite 202
Port Saint Lucie, FL 34986

By: _____
Oswaldo R. Ramirez, as Manager &
Member of Rossell, LLC

Witness Name: Elizabeth Cespedes
Address: 451 SW Bethany Drive, Suite 202
Port Saint Lucie, FL 34986

SAMANTHA APONTE
Notary Public-State of Florida
Commission # HH 435463
My Commission Expires
August 20, 2027

State of FLORIDA
County of ST. LUCIE

The foregoing instrument was acknowledged before me this 30 day of January, 2025 by **Oswaldo R. Ramirez** by means of physical presence, who [✓] is personally known to me or [ ] has produced _____ as identification.

CITY OF
PORT ST. LUCIE
HEART OF THE TREASURE COAST

Riverview Plaza
Buffer Wall - Landscape Modification

Project No. P26-059

Planning and Zoning Board Meeting
Marissa Da Breo-Latchman, Environmental Planner II
June 2, 2026

Request Summary

Owner:	Rossell, LLC
Applicant:	Jose Chaves, StoryBook Development Services, LLC
Location:	Southwest corner of SW Sultan Drive and SW Port St. Lucie Blvd and north of the C-24 Canal.
Request:	To provide enhanced landscaping in lieu of an architectural buffer wall along the southern property boundary per Section 154.12.

Surrounding Areas

Direction	Existing Use	Future Land Use	Zoning
North	Church, daycare	CL	I, CN
South	C-24 Canal, Single-family residential, daycare	RL, ROI	I, RS-2
East	Vacant	ROI	P, RS-2
West	Residential	RL	RS-2

RL – Low-Density Residential, ROI – Residential/Office, RS-2 – Single-Family Residential, CL – Limited Commercial, I– Institutional, CN – Neighborhood Commercia, RL-Low Density Residential

AERIAL



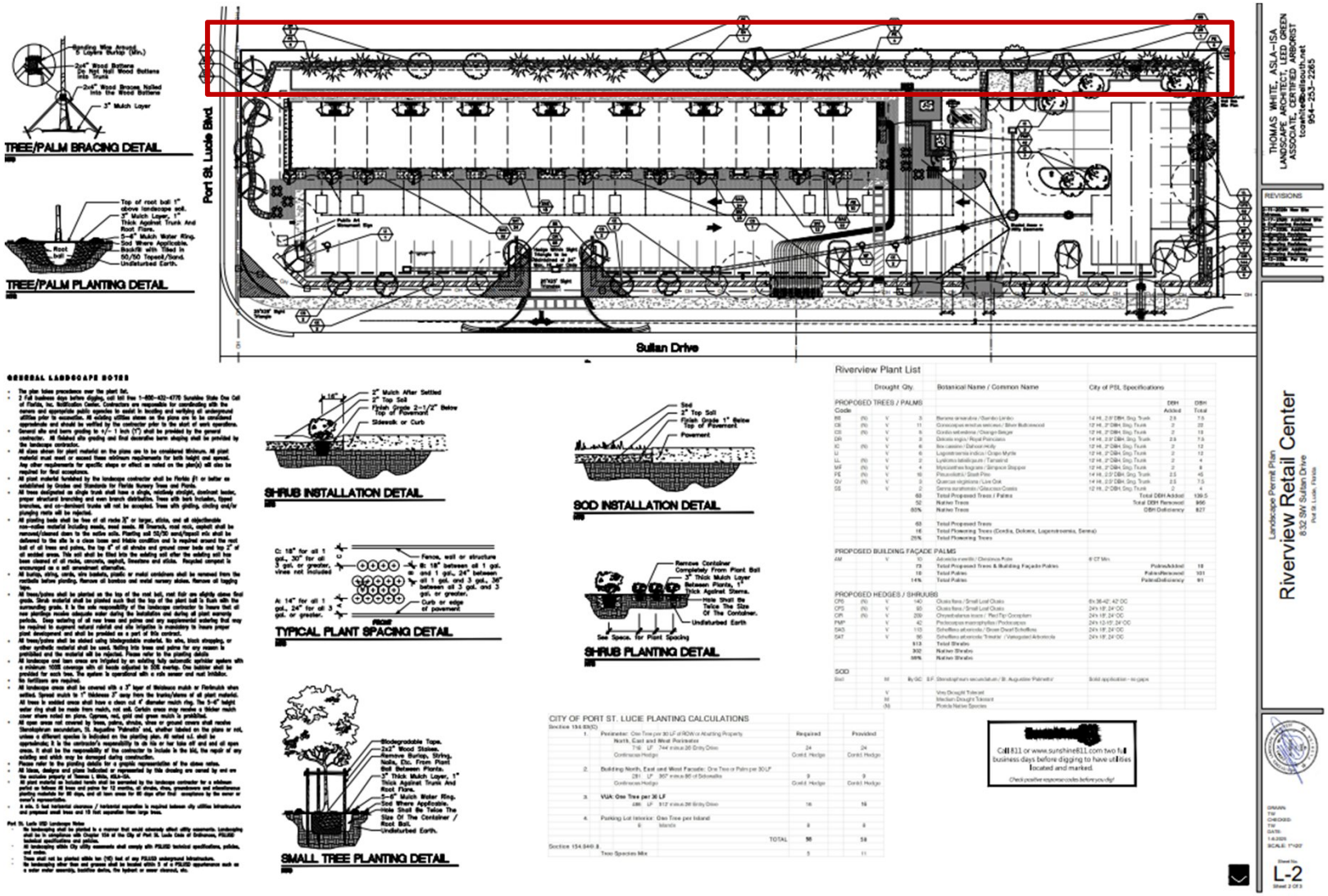
Project Summary

- The subject property, 1.41 acres in size, is proposed to be developed with a 10,400 SF retail building and associated parking (P26-006).
- The site is adjacent to the C-24 Canal and abuts property with residential zoning to the west and south. As such, an architectural buffer wall is required. There is a 10’ utility and drainage easement along the rear of the property and a wall is not allowed.
- Three (3) applications related to this project were submitted in January 2026.
  - P26-006 – Riverview Plaza – Site Plan
  - P26-003 – Riverview Plaza – LMD Rezoning
  - P26-004 – Riverview Plaza – Special Exception Use.

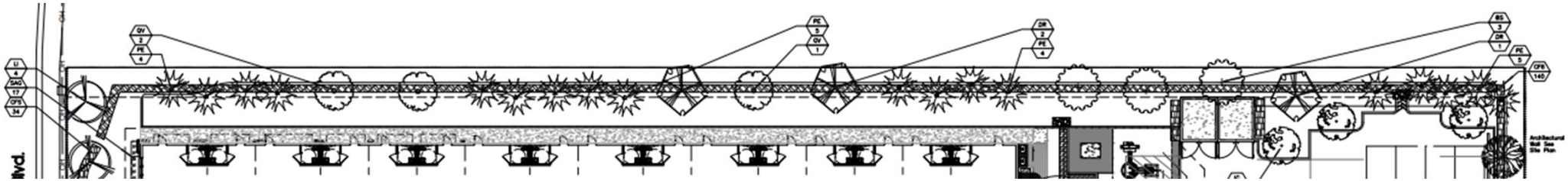
Landscape Modification Request

- The request is to provide enhanced landscaping within the 10’ rear (southern) perimeter landscape buffer in lieu of a wall.
- The enhanced landscaping will include a continuous 6’ Clusia hedge (at time of planting). The hedge will be maintained at a minimum height of 6 feet.
- A total of 26 trees are proposed where only 16 are required.

Overall Landscape Plan



Southern Property Line



PROPOSED HEDGES / SHRUUBS					
CF6	(N)	V	140	Clusia flava / Small Leaf Clusia	6'x 36-42", 42" OC
CFS	(N)	V	93	Clusia flava / Small Leaf Clusia	24"x 18", 24" OC
CIR	(N)	V	209	Chrysobalanus icaco / 'Red Tip' Cocoplum	24"x 18", 24" OC
PMP		V	42	Podocarpus macrophyllus / Podocarpus	24"x 12-15", 24" OC
SAG		V	113	Schefflera arboricola / Green Dwarf Schefflera	24"x 18", 24" OC
SAT		V	56	Schefflera arboricola 'Trinette' / Variegated Arboricola	24"x 18", 24" OC
			513	**Total Shrubs**	
			302	**Native Shrubs**	
			59%	**Native Shrubs**	

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**

PORT ST. LUCIE
HEART OF THE TREASURE COAST

Agenda Summary

2026-496

Agenda Date: 6/2/2026 **Agenda Item No.:** 8.d

Placement: Public Hearing - Quasi Judicial

Action Requested: Motion / Vote

P26-003 Riverview Plaza Limited Mixed Use (LMD) Rezoning/Conceptual Plan Amendment

Location: The property is generally located on the southwest corner of SW Sultan Drive and SW Port St. Lucie Blvd and north of the C-24 Canal.

Legal Description: Lots 28 through 33, Block 1291, Port St. Lucie Section 12, according to the map or plat as recorded in the Plat Book 12, Page(S) 55, 55A through 55G, public records of St. Lucie County.

This is a request to amend the previously approved Conceptual Plan to provide for a re-envisioned development plan.

Submitted By: Marissa Da Breo-Latchman, Environmental Planner II

Executive Summary: The applicant, Jose Chaves, Storybook Development Services, LLC, is requesting a change to the Conceptual Plan for a 1.41-acre site. Section 158.155(P) of the Zoning Code requires that plans be brought back through the public hearing process with any proposed changes. The existing conceptual plan is for a 11,677 gross square foot, 2-story, office and retail building and a 1,847 square foot, single-family residence (P05-499; R06-095). The proposed conceptual plan offers a single-story, 10,400 square-foot commercial building and associated parking. The proposed development will be accessible from SW Sultan Drive.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Board recommend approval of the Conceptual Plan to the City Council.

Alternate Recommendations:

1. Move that the Board amend the recommendation and recommend approval with conditions to the City Council.
2. 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: 802-832 SW Sultan Drive

Attachments: 1. Staff Report, 2. Application. 3. Deed, 4. Agent Authorization, 5. Conceptual Site Plan, 6. Proposed Elevations, 7. Staff Presentation

Riverview Plaza
LMD Conceptual Plan Amendment
P26-003



Project Location Map

SUMMARY

Applicant's Request:	This is a request to amend an LMD Conceptual plan to allow for the construction of a 10,400 SF commercial structure.
Applicant:	Jose Chaves, Storybook Development Services, LLC
Property Owner:	Rossell, LLC
Location:	The property is generally located on the southwest corner of SW Sultan Drive and SW Port St. Lucie Blvd and north of the C-24 Canal.
Address:	802-832 SW Sultan Dr
Project Planner:	Marissa Da Breo-Latchman, Environmental Planner II

Project Description

The applicant, StoryBook Development Services, LLC, is requesting a change to the conceptual plan for a 1.41-acre site. Section 158.155(P) of the Zoning Code requires the plans to be brought back through the public hearing process with any proposed changes. The existing conceptual plan is for a 11,677 gross square foot, 2-story, office and retail building and a 1,847 square foot, single-family residence (P05-499; R06-095). The proposed conceptual plan offers a single-story, 10,400 square-foot commercial building and associated parking. The proposed development will be accessible from SW Sultan Drive.

The property has a future land use classification of Residential, Office and Institutional (ROI), and a zoning designation of Limited Mixed Use (LMD). The proposed request to amend the approved conceptual plan does not require the property to be rezoned from the LMD zoning district, therefore the current zoning is compatible with the existing land use.

A request to provide enhanced landscaping in lieu of an architectural buffer wall on southern portion of the property per Section 154.12 of the City of Port St. Lucie Code of Ordinances (P26-059 – Riverview Plaza-Buffer Wall-Landscape Modification) and a request for approval of a Special Exception Use (SEU) to allow retail or personal service uses that will exceed fifty percent (50%) of the building's gross floor area and any use that exceeds 5,000 square feet on a parcel zoned Limited Mixed Use (LMD) per Section 155.158(D)(5) of the Zoning Code (P26-004 – Riverview Plaza-Special Exception Use) will be presented to the Planning and Zoning Board at the June 2, 2026, meeting.

Previous Actions and Prior Reviews

P05-499 – O'Donnel Mixed-Use Project – The parcels were rezoned from Single-family Residential (RS-2) to LMD in 2005. The Conceptual Plan provided as part of the rezoning process included a 5,916 square foot, 2-story office and retail building and a 1, 847 square foot single-family residence (P05-499; R06-095)

P06-420 – O'Donnel Mixed Use – A Major Site plan approval for a 11,677 gross square footage retail and office building and a 1,847 square foot single-family residential structure was granted on May 29, 2007.

P08-098 – Courtyard of Sultan (Restaurant) – Special Exception Use approval to allow a restaurant on property zoned LMD was granted in 2008 via 08-R62.

The Site Plan Review Committee recommended approval of the LMD Conceptual Plan at a meeting on March 11, 2026.

Public Notice Requirements

Notice of this request to change the conceptual plan was mailed on May 21, 2026, to owners of property within a 750-foot radius of the subject property.

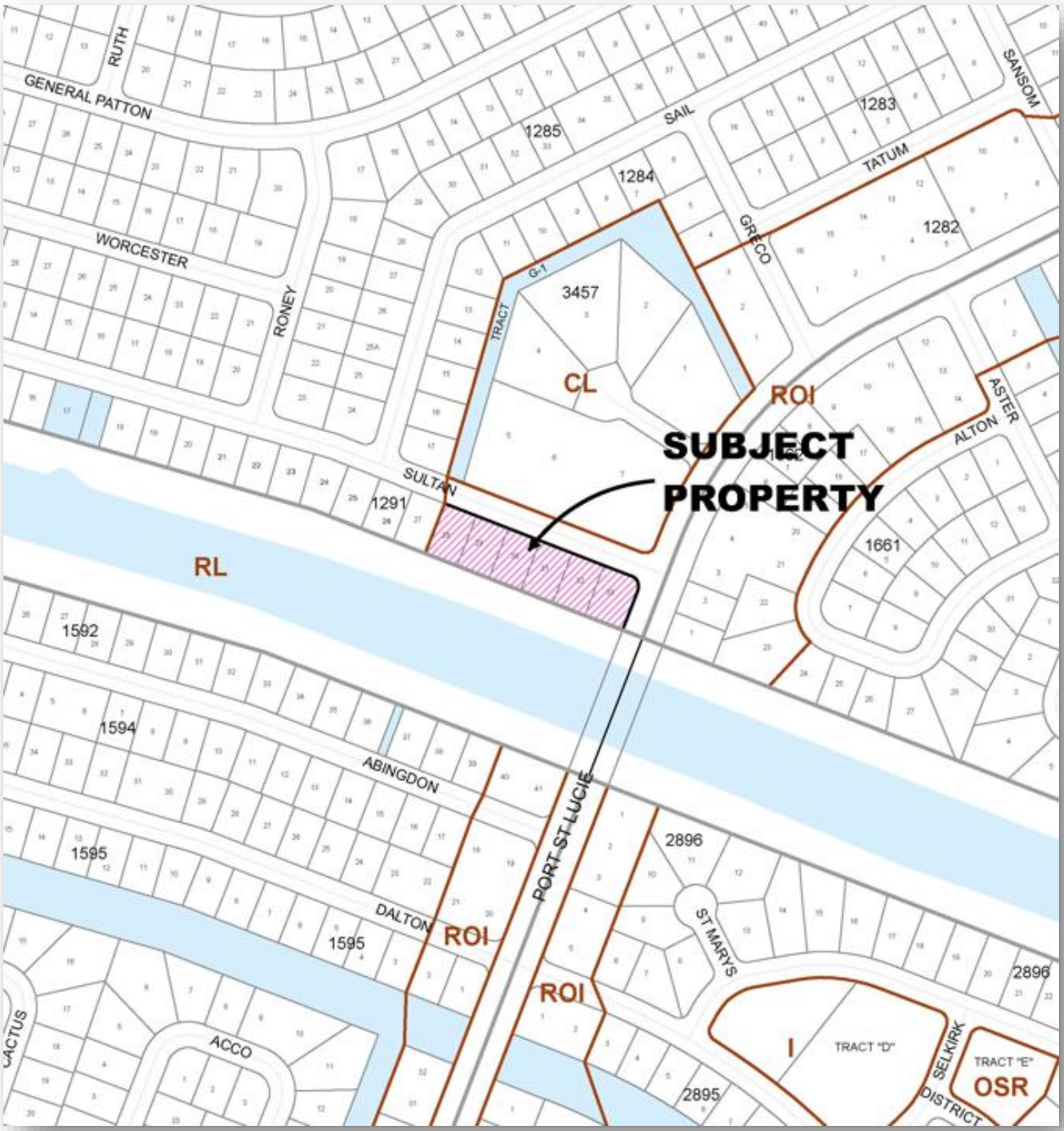
Location and Site Information

Parcel Number:	3420-555-1059-000-9, 3420-555-1060-000-9, 3420-555-1061-000-6, 3420-555-1062-000-3, 3420-555-1063-000-0, 3420-555-1064-000-7
Property Size:	1.41 acres
Legal Description:	Lots 28 through 33, Block 1291, Port St. Lucie Section 12, according to the map or plat as recorded in the Plat Book 12, Page(S) 55, 55A through 55G, public records of St. Lucie County.
Future Land Use:	ROI- Residential, Office and Institutional
Existing Zoning:	Limited Mixed Use (LMD)
Existing Use:	Vacant

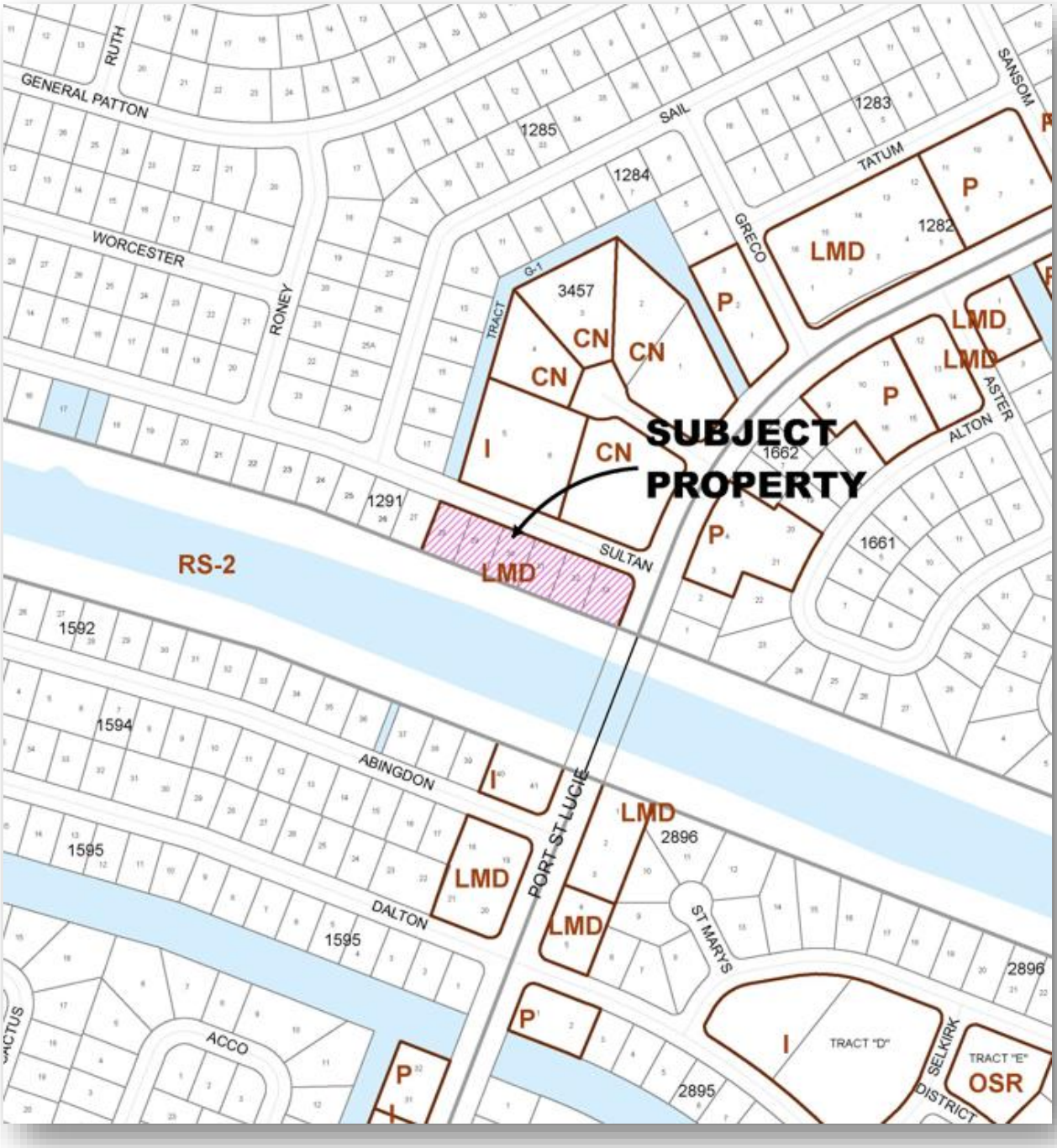
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	CL	I, CN	Church, daycare
South	RL, ROI	I, RS-2	C-24 Diversion Canal, Single-family residential, daycare
East	ROI	P, RS-2	Vacant
West	RL	RS-2	Residential

I – Institutional, CN – Neighborhood Commercial, RS-2 – Single-Family Residential, ROI – Residential Office Institutional, P-Professional, CL Limited Commercial, RL-Low Density Residential



Future Land Use Map


SUBJECT PROPERTY
RS-2
LMD
CN
I
P
OSR
GENERAL PATTON
RUTH
WORCESTER
RONEY
SAIL
SANSOM
TATUM
GRECO
ALTON
ASTER
SULTAN
ABINGDON
DALTON
PORT ST LUCIE
ST MARYS
ACCO
SELKIRK
TRACT "D"
TRACT "E"
DISTRICT
1283
1285
1284
1282
3457
1662
1661
1291
1592
1594
1595
2896
2895

Zoning Map

IMPACTS AND FINDINGS

COMPREHENSIVE PLAN REVIEW

Land Use Consistency: The existing zoning designation of the property 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 Limited Mixed Use (LMD) zoning district is listed as a compatible zoning district under the Residential, Office, Institutional (ROI) future land use classification.

FUTURE LAND USE CLASSIFICATION	COMPATIBLE ZONING DISTRICT(S)
ROI (Residential, Office, Institutional)	P, I, **LMD**, RM-5 or Residential PUD (Planned Unit Development) between 5-11 units per acre

ZONING REVIEW

Justification Statement: The purpose of the request is to modify a previously approved LMD Rezoning (P05-499) to update the conceptual site plan to represent a revised development program. The proposed development program consist of one building sized 10,500 sf+/- that will be used for restaurant, retail, professional and/or personal service uses conducted wholly within an enclosed building including the retail sales of beer and wine for off and incidental on premises consumption in accordance with Chapter 110, but not including convenience/gas sales. These uses shall exceed fifty percent (50%) of the building's gross floor area and exceed 5,000 square feet.

Staff Analysis: The applicant's proposal to revise the subject property's conceptual plan is consistent with the direction and intent of the City of Port St. Lucie Comprehensive Plan and Zoning Code. Per Section 158.155(P) of the Zoning Code (M), any changes to the conceptual plan and/or changes to the proposed uses, is subject to the hearing requirements for rezoning as designated in the Zoning Code. The proposed 10,400 SF, one-story building will be used for restaurants, retail, professional and/or personal service uses conducted wholly within the proposed building are permitted uses within the LMD zoning district, as stated in Section 158.155(C). However, since this use is over 50% commercial use and 5,000 square feet, a concurrent special exception use will need to be approved, in accordance with Section 158.155(D)(4). The applicant has provided preliminary building elevations and a landscape plan per Section 158.155(M)(1) of the Zoning Code. The building elevations and landscape plans are attached.

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.

LMD 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: jose@storybookteam.com

PROPERTY OWNER:

Name: Rossell, LLC.

Address: 451 SW Bethany Dr., Suite 202, Port St. Lucie, FL 34986

Telephone No.: (772) 236-4009 Email napfelbaum@amlawfl.com

AGENT OF OWNER (if any)

Name: Storybook Development Services, LLC.

Address: 5931 Brick Court, Suite 168, Winter Park, FL 32792

Telephone No.: 321-246-8811 Email Jose@StoryBookTeam.com

PROPERTY INFORMATION

Legal Description: Port St. Lucie-Section 12 (PB 12-55) BLK 1291 Lots 28 through 33
(Include Plat Book and Page)

Parcel I.D. Number: 3420-555-1059-000-9, 3420-555-1060-000-9, 3420-555-1061-000-6, 3420-555-1062-000-3, 3420-555-1063-000-0, 3420-555-1064-000-7

Current Zoning: LMD

Proposed Zoning: LMD

Future Land Use Designation: ROI Acreage of Property: 1.41+/-

Reason for Rezoning Request: Update to concept plan

Jose A Chaves

*Signature of ~~Owner~~ APPLICANT

JOSE CHAVES
Hand Print Name

01/06/2026
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

CONCEPT PLAN SUFFICIENCY CHECKLIST
Revised September, 2013

Project Name: RIVERVIEW PLAZA

Project Number: P _____ New Submittal __X___ or Resubmittal_____ (Check One)

Applicant should submit the concept plan package to Planning & Zoning Department with all items listed below to initiate the review process. Other drawings or information may be required, if deemed necessary, upon review of the submittal for the Site Plan Review Committee Meeting.

The Applicant should complete the Project Information, Applicant Checklist and Applicant Certification. Use the following to complete the checklist: ✓ *= Provided* *X = Incomplete or Missing* *NA = Not Applicable*

Applicant Checklist	*Description of Item Provided*	*Sufficient*		
		P&Z	*Eng.*	*Utility*
√	**Sufficiency Checklist**: One original completed and signed by applicant.			
	2 CD's with all application materials			
√	**Cover Letter:** Sixteen copies of a typed letter explaining the purpose and history of the application.			
	Written Response to Comments: Sixteen copies. For resubmittals only.			
√	**Completed Application:** Sixteen copies. Use black ink or type to fill out completely and legibly.			
√	**Owner's Authorization**: Sixteen copies of authorization on Owner's letterhead.			
√	**Application Fees**: Refer to each department's fee schedule.			
√	**Proof of Ownership:**			
√	Three copies of the recorded deed(s) for each parcel with the exact same name for each parcel or…			
√	…Unity of Title			
	PUD/MPUD Document and Concept Plan (Sections 158.170 – 158.175 of the Zoning Code):			
	Sixteen sets of 11" x 17" concept plans			
	Show traffic access points			
	Show drainage discharge locations			
	Show proposed water and sewer connection points			
	Evidence of unified control and binding PUD agreement			
	Density statement			
	Proposed zoning district regulations			
	LMD Rezoning and Concept Plan (Section 158.155(M) of the Zoning Code):			
	Sixteen sets of 11" x 17" concept plans			
√	Show traffic access points			
√	Show drainage discharge locations			
√	Show proposed water and sewer connection points			
√	Evidence of unified control and development agreement			
√	Preliminary building elevations			
√	Landscape Plan			
	SEU Concept Plan:			
√	Sixteen sets of 11" x 17" plans – either approved site plan or proposed concept plan			

CONCEPT PLAN SUFFICIENCY CHECKLIST
Revised September, 2013

Project Name: RIVERVIEW PLAZA

Project Number: P _____ New Submittal _____ or Resubmittal_____ (Check One)

Applicant Certification

I, JOSE CHAVES *(Print or type name)*, do hereby certify that the information checked above has been provided to the City of Port St Lucie for the subject project. I understand that the checklist is used to determine if the submittal is complete so that the project can be added to the Site Plan Review Agenda. I further understand that review of the submittal contents will not be made at this time and that a sufficient submittal does not exempt a project from being tabled or denied at the Site Plan Review Committee.

Jose A Chaves 01/06/2026

(Signature of Applicant) *(Date)*

Planning and Zoning Department Representative

I, _____ (*Print name)*, as a representative of the Planning and Zoning Department, find that this submittal is **Sufficient / Non-Sufficient** based upon my review on _____ *(date). Additional Comments:*

_____

(Signature of Planning and Zoning Department Representative) *(Date)*

Engineering Department Representative

I, _____ (*Clearly print or type name)*, as a representative of the Engineering Department, find that this submittal is **Sufficient / Non-Sufficient** based upon my review on _____ *(date). Additional Comments*:

_____

(Signature of Engineering Department Representative) *(Date)*

Utilities System Department

I, _____ (*Clearly print or type name)*, as a representative of the Utilities System Department, find that this submittal is **Sufficient / Non-Sufficient** based upon my review on _____ *(date) Additional Comments:*

_____

(Signature of Utility System Department Representative) *(Date)*

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5348408 OR BOOK 5162 PAGE 638, Recorded 06/10/2024 10:59:09 AM Doc Tax: $0.70

Prepared by and return to:
Nicolás A. Apfelbaum, Esq.
Apfelbaum Law
451 SW Bethany Dr. | Suite 202
Port St. Lucie, FL 34986

(Space Above This Line for Recording Data)

Quit Claim Deed

This Quit Claim Deed made this 31st day of May, 2024, by **Oswaldo R. Ramirez**, a married man, whose mailing address is 101 SW Majestic Terrace, Port St. Lucie, FL 34984 (the "Grantor"), to **ROSSELL, LLC, a Florida Limited Liability Company,** whose post office address is 451 SW Bethany Dr., Suite 202, Port St. Lucie, FL 34986 (the "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, does hereby remise, release, and quitclaim to the said Grantee, all the right, title, interest, claim and demand which Grantor have in and to the following described land, situate, lying and being in the St. Lucie County, Florida to-wit:

Lots 28 through 33, Block 1291, PORT ST. LUCIE SECTION TWELVE, according to map or plat thereof as recorded in Plat Book 12, Pages 55, 55A through 55G Public Records of St. Lucie County, Florida

Parcel Identification Number: 3420-555-1059-000-9

a/k/a: 832 SW Sultan Dr., Port St. Lucie, FL 34953

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equality and claim whatsoever of Grantor, either in law or equality, for the use, benefit and profit of the said Grantee forever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

By: _____
Oswaldo R. Ramirez

Witness Name: Nicolas Appelbaum
Address: 451 SW Bethany Dr, 202
Port St. Lucie, FL 34986

Witness Name: [illegible]
Address: 451 SW Bethany Dr., 202
Port St. Lucie FL 34986

State of Florida
County of St. Lucie

The foregoing instrument was acknowledged before me this 31st day of May, 2024 by **Oswaldo R. Ramirez** who [✓] is personally known to me or [ ] has produced _____ as identification.

Notary Public
Printed Name:

[Notary Seal]

NICOLAS APFELBAUM
Commission # HH 491085
Expires March 7, 2028

Rossell, LLC

451 SW Bethany Dr. Ste 202
Port St. Lucie, FL 34986-16964

OWNER AUTHORIZATION

Re: **Riverview Plaza Development – 802, 808, 814, 820, 826, and 832 SW Sultan Dr. Port St. Lucie Florida**
Parcel ID: **3420-555-1064-000-7, 3420-555-1063-000-0, 3420-555-1062-000-3, 3420-555-1061-000-6, 3420-555-1060-000-9, and 3420-555-1059-000-9**
(Port St. Lucie-Section 12 (PB 12-55) BLK 1291 Lots 28 through 33)

I, Oswaldo Ramirez, member and manager of Rossell, LLC, which is the owner of the property referenced above, hereby authorize StoryBook Development Services, LLC to represent Rossell, LLC as applicant during the governmental review process (including but not limited to applications for rezoning, Special Exception Use, Site Plan, and Detail Engineering Plan) for the above noted project.

Thank you for your attention to this matter.

Owner Signature — Date 1/6/26
Print Name: Nicolás Apfelbaum, Esq.
as POA for Oswaldo Ramirez
Print Title: Member & Manager

Sworn to and subscribed before me this 6th day of January, 2026, by Nicolás Apfelbaum, as power of attorney for Oswaldo Ramirez. He is personally known to me or has produced identification. Type of identification _____.

Notary Public Signature

Name: Adalbert Martinez
Commission No: HH 365702
Commission Expires: 2/22/2027

Notary Public State of Florida
Adalbert Martinez
My Commission HH 365702
Expires 2/22/2027

This Instrument Prepared By:
NICOLAS APFELBAUM, ESQ.
APFELBAUM LAW
451 SW BETHANY DRIVE| SUITE 202
PORT ST. LUCIE, FL 34986

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT I, **OSWALDO R. RAMIREZ**, as manager and majority member of Rossell, LLC, a Florida limited liability company whose address is 451 SW Bethany Dr., Suite 202, Port St. Lucie, FL 34986, have made, constituted and appointed, and by these presents do make, constitute and appoint NICOLAS APFELBAUM, ESQUIRE, as my true and lawful attorney and attorney-in-fact in the State of Florida and all other jurisdiction, for me and in my name, place and stead, to act on my behalf with respect to the following real and personal property:

Personal Property:

Any and all contents in the real property referenced herein.

Real Property: 832 SW Sultan Drive, Port St. Lucie, FL 34953; more particularly described as follows:

Lots 28 through 33, Block 1291, PORT ST. LUCIE SECTION TWELVE, according to the map or plat thereof as recorded in Plat Book 12, Page(s) 55, 55A through 55G, of the Public Records of Saint Lucie County, Florida.

Giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

Further giving and granting unto my said attorney full power and authority to collect, sell, convey, maintain, or dispose of the above-mentioned personal and real property, and to execute any and all documents necessary to effectuate the sale and/or conveyance, maintenance, disposal of, deposit and distribute the sale proceeds of said property. In accordance, my attorney has the power and authority to execute any necessary documents to effectuate the powers herein, including, but not limited to, contracts, deeds, affidavits, bills of sale, closing statements, and satisfactions.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30 day of January, 2025.

Signed, sealed and delivered
in the presence of:

Witness Name: Samantha Aponte
Address: 451 SW Bethany Drive, Suite 202
Port Saint Lucie, FL 34986

Witness Name: Elizabeth Cespedes
Address: 451 SW Bethany Drive, Suite 202
Port Saint Lucie, FL 34986

By: _____
Oswaldo R. Ramirez, as Manager &
Member of Rossell, LLC

SAMANTHA APONTE
Notary Public-State of Florida
Commission # HH 435463
My Commission Expires
August 20, 2027

State of FLORIDA
County of ST. LUCIE

The foregoing instrument was acknowledged before me this 30 day of January, 2025 by **Oswaldo R. Ramirez** by means of physical presence, who [✓] is personally known to me or [ ] has produced _____ as identification.

CONCEPTUAL SITE PLAN
FOR
RIVERVIEW PLAZA

Sheet List Table	
Sheet Number	Sheet Title
C-1.0	COVER
C-2.0	SITE PLAN
C-3.0	SITE DETAILS

PREPARED FOR:
B&B CAPITAL GROUP 26, LLC.

PROPERTY ADDRESS:
832 SW SULTAN DRIVE
PORT ST. LUCIE, FL 34953
SECTION 07, TOWNSHIP 37 SOUTH, RANGE 40 EAST
PARCEL ID No: 3420-555-1059-000-9 / 3420-555-1060-000-9 / 3420-555-1061-000-6 / 3420-555-1062-000-3 / 3420-555-1063-000-0 / 3420-555-1064-000-7

LEGAL DESCRIPTION:
(FROM PANTALONE INDUSTRIES, INC SURVEY DATED 12/11/2025)

OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA

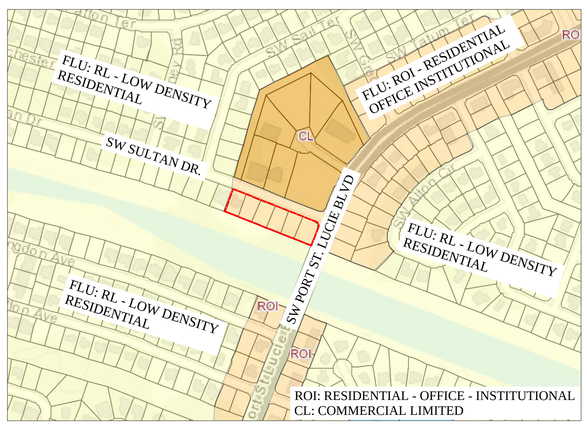
LOTS 28, 29, 30, 31, 32 & 33, BLOCK 1291, PORT SAINT LUCIE SECTION 12, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGES 55, AND 55A-55G, INCLUSIVE, OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

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).



SITE LOCATION

1 IN = 600 FT



FLU MAP



ZONING MAP

OWNER:

ROSSELL, LLC
451 SW BETHANY DR, STE. 202
PORT ST. LUCIE, FL 34986
CONTACT: OSWALDO RAMIREZ

DEVELOPER:

B&B CAPITAL GROUP 26, LLC
800 SE 4TH AVE, STE. 804
HALLANDALE BEACH, FL 33009
CONTACT: FREDDY BOULTON
PH: 605-766-8955

ENGINEER:

STORYBOOK DEVELOPMENT SERVICES, LLC
5931 BRICK COURT, SUITE 168
WINTER PARK, FL 32792
JOSE CHAVES, P.E.
PH: 321-246-8811

LANDSCAPE ARCHITECT:

THOMAS WHITE, ASLA-ISA
LANDSCAPE ARCHITECT, LEED GREEN ASSOCIATE, CERTIFIED ARBORIST
PH: 954-253-2265

SURVEYORS:

PANTALONE INDUSTRIES, INC.
3920 GREENVIEW PINES COURT
ORLANDO, FLORIDA 32817
STEPHEN PANTALONE
PH: 304-376-4439

GEOTECHNICAL ENGINEER:

NATIVE GEOSCIENCE, INC.
2014 EDGEWATER DRIVE, #246
ORLANDO, FLORIDA 32804
CLINTON WILHELM, PROJECT GEOLOGIST
PH: 321-442-3056

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00

STORYBOOK DEVELOPMENT SERVICES, LLC
CERTIFICATE OF AUTHORIZATION NO. 33749
JOSE A. CHAVES
JOSE@STORYBOOKTEAM.COM
321-246-8811

JOSE A. CHAVES STATE OF FLORIDA,
PROFESSIONAL ENGINEER, LICENSE NO. 78518

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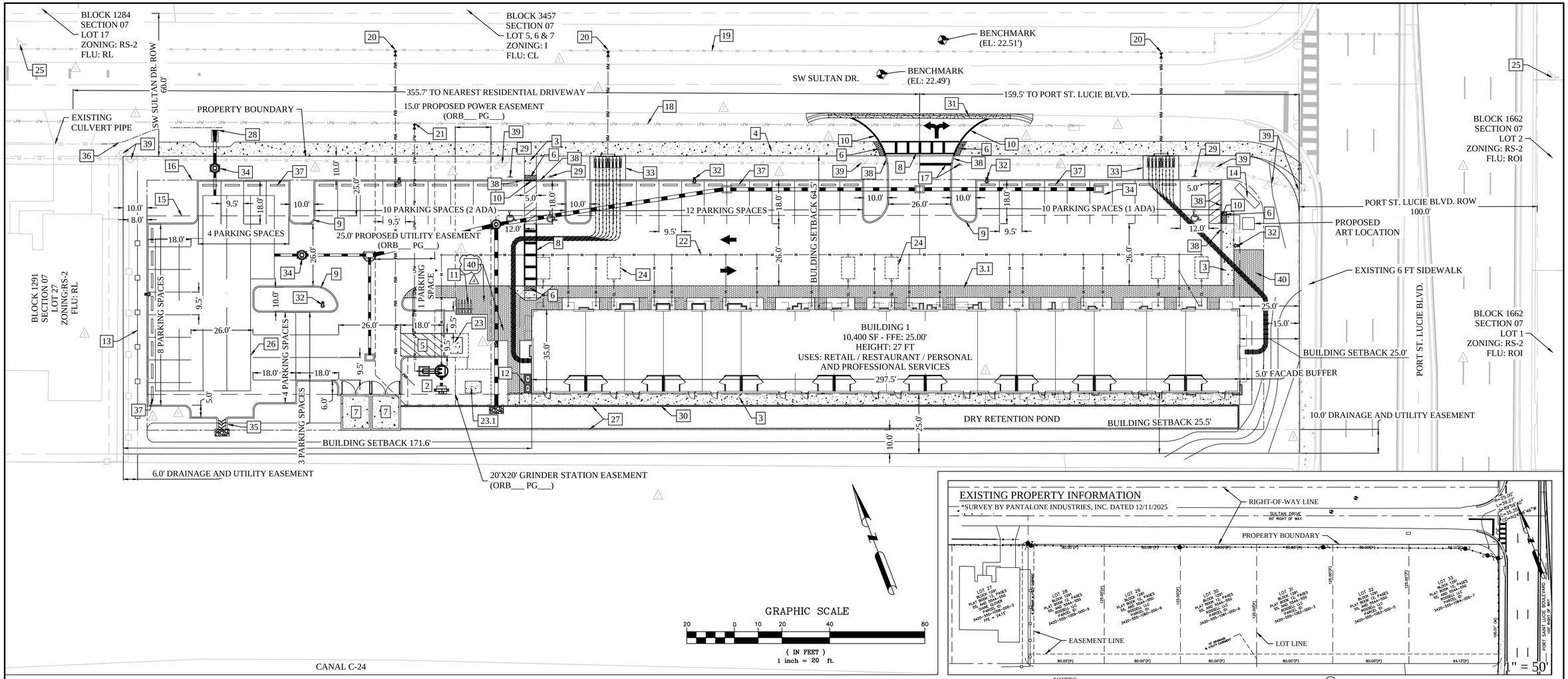
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REVISIONS

#	DATE	BY	DESCRIPTION	#	DATE	BY	DESCRIPTION
1	02/13/2026	JAC	CHANGES DUE TO CITY COMMENTS				
2	03/16/2026	JAC	CHANGES DUE TO CITY COMMENTS				

RIVERVIEW PLAZA
CONCEPTUAL SITE PLAN
COVER
CITY OF PORT ST. LUCIE, FLORIDA
PREPARED BY: STORYBOOK DEVELOPMENT SERVICES, LLC

DATE:	05/20/2026
PROJECT NO.:	
DRAWN BY:	JAC
CHECKED BY:	JAC
SCALE:	NA
SHEET:	C-1.0



SITE DATA

1. PROPOSED USE: RESTAURANT, RETAIL, PROFESSIONAL OR PERSONAL SERVICE USES CONDUCTED WHOLLY WITHIN AN ENCLOSED BUILDING, INCLUDING THE RETAIL SALES OF BEER AND WINE FOR OFF AND INCIDENTAL ON PREMISES CONSUMPTION IN ACCORDANCE WITH CHAPTER 110, BUT NOT INCLUDING CONVENIENCE/GAS SALES. THESE USES SHALL EXCEED FIFTY PERCENT (50%) OF THE BUILDING'S GROSS FLOOR AREA AND EXCEED 5,000 SQUARE FEET.

2. FUTURE LAND USE: RESIDENTIAL, OFFICE AND INSTITUTIONAL (ROI)

3. ZONING: LIMITED MIXED USE (LMD)

4.

SITE AREA:	ACRES	SF	%
GROSS SITE AREA[1]	1.41 AC	61,633 SF	100%
TOTAL IMPERV. AREA (MAX ALLOWED 80%):	0.92 AC	40,102 SF	65%
BUILDING COVERAGE (TOTAL):	0.24 AC	10,400 SF	17%
PAVEMENT & SIDEWALK COVERAGE:	0.68 AC	29,702 SF	48%
TOTAL PERVIOUS AREA:	0.49 AC	21,531 SF	35%

5. INTENSITY*:
MAX BUILDING COVERAGE: 40.0% - 24,653 SF
PROVIDED BUILDING COVERAGE: 16.9% - 10,400 SF
*(GROSS BLDG AREA / GROSS SITE AREA)

6. PHASING: PROJECT WILL BE DEVELOPED IN ONE (1) PHASE

7. PARKING: PER SHOPPING CENTER REQUIREMENTS SEC. 158.221 (C) (22)
REQUIRED: 1 SPACES PER 200 SF
(10,400 SF)/(200 SF)*1 SPACES
52 PARKING SPACES
3 SPACES REQUIRED TO MEET ADA STANDARDS.
PROVIDED: 49 STANDARD SPACES
3 ADA COMPATIBLE SPACES
52 TOTAL PARKING SPACES

8. BUILDING SETBACKS

	REQUIRED	PROVIDED
-FRONT	25 FT	64.5 FT
-REAR	25 FT	25.5 FT
-SIDE	10 FT	171.6 FT
-SIDE STREET	25 FT	25.0 FT

9. LANDSCAPE BUFFER*

	REQUIRED	PROVIDED
-NORTH	10 FT	10 FT
-EAST	15 FT	15 FT
-SOUTH	10 FT	10 FT
-WEST	10 FT	10 FT

*A LANDSCAPE STRIP AT LEAST TEN FEET IN DEPTH, EXCLUSIVE OF CURBING, SHALL BE LOCATED ADJACENT TO ALL RIGHTS-OF-WAY AND ABUTTING PROPERTIES, UNLESS INDICATED OTHERWISE. PROPERTIES WITH A DEPTH IN EXCESS OF 200 FEET HAVING A FRONT OR SIDE FACING PORT ST. LUCIE BOULEVARD SHALL PROVIDE A LANDSCAPE STRIP AT LEAST 15 FEET IN DEPTH. (LDC 154.03.(C).1 & 154.03.(C).2)

10. BUILDING HEIGHTS:
MAXIMUM - 35 FT
PROVIDED - 27 FT (ONE STORY)

11. BICYCLE PARKING:
BICYCLE PARKING WILL BE PROVIDED PER THE CITY'S LAND DEVELOPMENT CODE AND WILL BE LOCATED WITHIN 100 FT OF THE BUILDING'S MAIN ENTRANCE.

12. SITE LIGHTING
SITE LIGHTING SHALL MEET THE CITY'S LAND DEVELOPMENT CODE AND CITY WIDE DESIGN STANDARDS. ALL OUTDOOR LIGHTING SHALL BE SHIELDED FROM ADJACENT PROPERTIES AND ROADWAYS.

13. LIFT STATION, DUMPSTER ENCLOSURES, AND/OR AT GRADE MECHANICAL EQUIPMENT WILL INCLUDE LANDSCAPE SCREENING TO MEET THE CITY'S LAND DEVELOPMENT CODE.

14. POTABLE WATER AND SANITARY SEWER WILL BE PROVIDED BY THE CITY OF PORT ST. LUCIE

15. STORMWATER MANAGEMENT
A DRY RETENTION POND AND AN EXFILTRATION CHAMBERS SYSTEM SHALL BE USED TO PROVIDE THE REQUIRED STORMWATER MANAGEMENT PRIOR TO DISCHARGING TO THE PROPOSED EXTENSION OF THE EXISTING PLASTIC SWALE LINER LOCATED AT THE RIGHT-OF-WAY OF SW SULTAN DR (LIMITED TO 0.5 CFS/ACRE).

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

17. WELLFIELD PROTECTION ORDINANCE:
THE SUBJECT PARCEL IS NOT LOCATED WITHIN 1,000 FT OF A PUBLIC SUPPLY WELL.

18. TRAFFIC STATEMENT
TRAFFIC IMPACT STATEMENT PREPARED BY MACKENZIE ENGINEERING AND PLANNING, INC. DATED FEBRUARY 05, 2026, STATES THAT THIS PROJECT WILL GENERATE THE FOLLOWING NEW NET EXTERNAL TRIPS: 401 DAILY, 25 AM PEAK HOUR (14 IN / 11 OUT), AND 47 PM PEAK HOUR (23 IN / 24 OUT). AND THE FOLLOWING DRIVEWAY TRIPS: 669 DAILY, 56 AM PEAK HOUR (27 IN / 29 OUT), AND 78 PM PEAK HOUR (39 IN / 39 OUT). 12TH EDITION (ITE REPORT). ITE LAND USE CODE 822.

19. ENVIRONMENTAL STATEMENT
UPLAND AREAS BASED ON ENVIRONMENTAL ASSESSMENT PROVIDED BY HALEY WARD, INC. (DATED DECEMBER 10, 2025).
IT IS THE PROFESSIONAL OPINION OF HALEY WARD, INC. THAT NATIVE UPLAND HABITAT IS LOCATED ONSITE. HOWEVER, THE NATIVE HABITAT AREA IS LESS THAN 2AC. SO PRESERVATION REQUIREMENTS WILL NOT APPLY.

NOTES:
1. ALL MECHANICAL EQUIPMENT TO BE PLACED ON THE BUILDING ROOFTOP AND WILL BE SCREENED BY PARAPET CONSISTENT WITH FLORIDA BUILDING CODE REGULATIONS AND CITY STANDARDS.
2. ALL PROPOSED BUILDING UNITS ARE TO BE PROVIDED BY AN AUTOMATIC SPRINKLER SYSTEM ACCORDING TO NFPA 13 AND ALL APPLICABLE LOCAL CODES.

PROPOSED IMPROVEMENTS LEGEND:

1. PROPOSED BUILDING 1 - 10,400 SF (ONE STORY); MIN. FFE - 25.00 (NAVD); USES: RETAIL / RESTAURANT / PERSONAL / PROF. SERVICES.
2. PROPOSED LIFT STATION AREA
3. PROPOSED 5 FT CONCRETE SIDEWALK
3.1. PROPOSED 5 FT PAVERS SIDEWALK
4. PROPOSED 6 FT CONCRETE SIDEWALK
5. PROPOSED GRINDER STATION MAINTENANCE PARKING SPACE
6. PROPOSED ADA DETECTABLE WARNING STRIP
7. PROPOSED DUMPSTER ENCLOSURE FOR REFUSE AND RECYCLING
8. PROPOSED PEDESTRIAN 5FT CROSSWALK STRIPING
9. PROPOSED TYPE "D" CURB
10. PROPOSED TYPE "D" CURB FLUSH W/ EOP
11. PROPOSED BYCICLE PARKING
12. PROPOSED MAILBOX AREA
13. PROPOSED PERIMETER WALL (SEE DETAIL)
14. PROPOSED MONUMENT SIGN
15. BUILDING SETBACK LINE
16. LANDSCAPE BUFFER LINE
17. PROPOSED STOP SIGN AND STOP BAR
18. EXISTING 2.5" LOW PRESSURE MAIN
19. EXISTING 6" WATER MAIN
20. PROPOSED POTABLE WATER SERVICE
21. PROPOSED SANITARY SEWER LOW PRESSURE MAIN
22. PROPOSED 6" SANITARY SEWER SERVICE
23. PROPOSED TRANSFORMER PAD (10'X10' ESMT - ORB___ PG___)
23.1. PROPOSED TRANSFORMER PAD (15'X15' ESMT - ORB___ PG___)
24. PROPOSED GREASE INTERCEPTOR
25. APPROXIMATE LOCATION OF NEAREST FIRE HYDRANT WITHIN 1,000 FEET OF PROPERTY PER CITY OF PORT ST. LUCIE GIS INFORMATION (EXIST FH)
26. PROPOSED EXFILTRATION CHAMBERS AREA
27. PROPOSED RETAINING WALL (PER FDOT INDEX 400-011)
28. STORMWATER DISCHARGE
29. ADA H/C SIGN (TYP.)
30. PROPOSED RETAINING WALL RAILING (PER FDOT INDEX 400-011)
31. PROPOSED DROP CURB
32. = PROPOSED STREET LIGHT LOCATION (PHOTOMETRIC DESIGN BY ALERS ENGINEERING GROUP, LLC)
33. WATER METER 15'X10' UTILITY EASEMENT (ORB___ PG___)
34. STORMWATER CONTROL STRUCTURE
35. PROPOSED FLUME AND ENERGY DISSIPATOR
36. PROPOSED PLASTIC SWALE LINER EXTENSION
37. PROPOSED WHEEL STOP
38. CURB TRANSITION (TYPE D - HEADER CURB)
39. EXISTING CONCRETE POWER POLE
40. PROPOSED PLAZA AMENITY

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00

STORYBOOK DEVELOPMENT SERVICES, LLC
CERTIFICATE OF AUTHORIZATION NO. 33749
JOSE A. CHAVES
JOSE@STORYBOOKTEAM.COM
321-246-8811

JOSE A. CHAVES STATE OF FLORIDA,
PROFESSIONAL ENGINEER, LICENSE NO. 78518

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REVISIONS

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2	03/16/2026	JAC	CHANGES DUE TO CITY COMMENTS				
3	04/15/2026	JAC	CHANGES DUE TO CITY COMMENTS				
4	05/20/2026	JAC	CHANGES DUE TO CITY COMMENTS				

RIVERVIEW PLAZA
CONCEPTUAL SITE PLAN

SITE PLAN

CITY OF PORT ST. LUCIE, FLORIDA
PREPARED BY: STORYBOOK DEVELOPMENT SERVICES, LLC

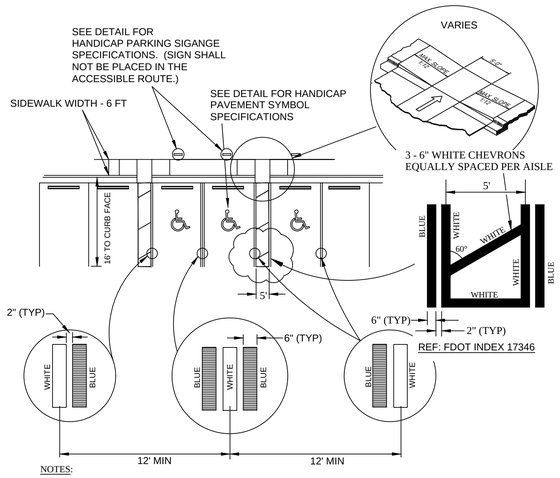
DATE: 05/20/2026
PROJECT NO.:
DRAWN BY: JAC
CHECKED BY: JAC
SCALE: VARIES
SHEET: C-2.0

Accessible Parking Spaces

Accessible parking spaces shall be provided in accordance with the current Florida Accessibility Code, Americans with Disabilities Act and any applicable Fair Housing Act requirements, including the following notes:

1. Any commercial real estate property owner offering parking for the general public shall provide specially designed and marked motor vehicle parking spaces for the exclusive use of physically disabled persons who have been issued parking permits pursuant to state law.

2. All spaces shall have an accessible curb-ramp or curb-cut to allow access to the building served. It shall be located so that users will not be compelled to wheel behind parked vehicles.



NOTES:

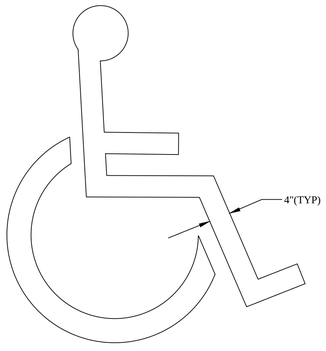
1. EACH ACCESSIBLE PARKING SPACE SHALL BE CONSPICUOUSLY STRIPED IN BLUE PAINT, AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT, ABOVE-GRADE SIGN BEARING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY, AND THE CAPTION "PARKING BY DISABLED PERMIT ONLY". SUCH SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE. ALL DISABLED PARKING SPACES MUST BE SIGNED AND MARKED IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE DEPARTMENT OF TRANSPORTATION.

2. PARKING SPACE WIDTH AND ACCESS AISLES SHALL BE MEASURED FROM CENTER OF WHITE STRIPE TO CENTER OF WHITE STRIPE.

3. WHERE CURBING EXISTS PARALLEL TO STALL, BLUE LINE SHALL BE REQUIRED ADJACENT TO CURB (WHITE LINE WILL NOT BE REQUIRED).

4. CURB RAMPS CONSTRUCTED ON EXISTING SITES OR FACILITIES MAY HAVE SLOPES AND RISES AS ALLOWED IN ADA 4.1.6 (3) (a) IF SPACE LIMITATIONS PROHIBIT THE USE OF A 1:12 SLOPE OR LESS.

TYPICAL PAVEMENT SYMBOL FOR HANDICAP PARKING (N.T.S.)

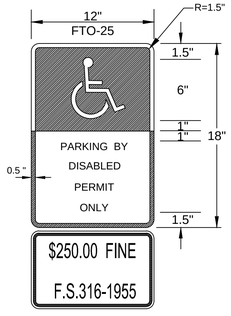


NOTES:

1. SYMBOL SHALL BE 42"x42" OR 48"x48".

2. THIS SYMBOL TO BE WHITE FDOT TRAFFIC RATED PAINT.

TYPICAL HANDICAP PARKING SIGNAGE



NOTES:

1. ALL LETTERS SHALL BE BLACK AND 1" IN HEIGHT AND SPACED 1" APART. LETTERS ARE TO BE SERIES "B" OR "C", PER MUTCD.

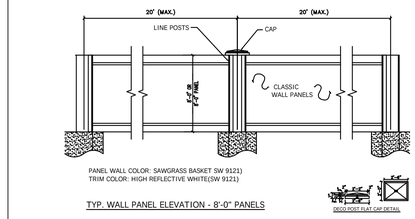
2. TOP PORTION OF SIGN SHALL BE BLUE BACKGROUND WITH WHITE LEGEND AND BORDER.

3. BOTTOM PORTION OF SIGN SHALL BE WHITE BACKGROUND WITH BLACK BORDER.

4. ONE SIGN REQUIRED FOR EACH PARKING SPACE.

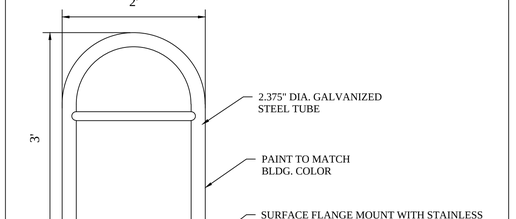
5. THE MINIMUM HEIGHT, MEASURED VERTICALLY FROM THE BOTTOM OF THE ACCESSIBLE SIGN TO THE TOP OF THE CURB, OR IN THE ABSENCE OF CURB, MEASURED VERTICALLY FROM THE BOTTOM OF THE SIGN TO THE ELEVATION OF THE NEAR EDGE OF THE TRAVELED WAY SHALL BE 7 FEET.

6. SIGNS SHALL BE HIGH INTENSITY RETROREFLECTIVE.



TYP. WALL PANEL ELEVATION - 8'-0" PANELS

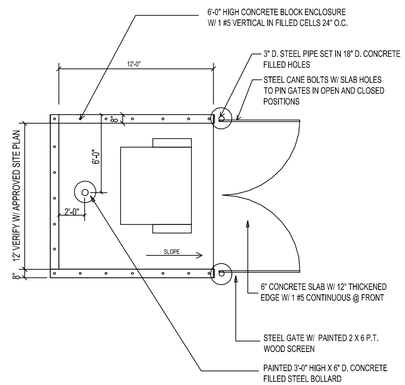
8' CONCRETE WALL DETAIL



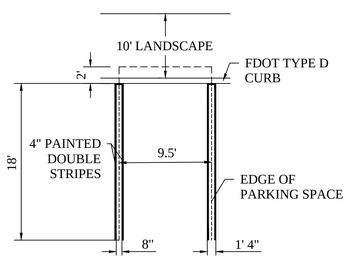
NOTES:

1. RACKS LOCATED PARALLEL TO A WALL SHOULD BE A MINIMUM OF 36 IN. (0.9 M) FROM THE WALL
2. ASSUMING ACCESS IS NEEDED FROM BOTH SIDES, U-RACKS LOCATED PERPENDICULAR TO A WALL SHOULD BE A MINIMUM OF 48 IN. (1.2 M) FROM THE WALL.
3. RACK UNITS ALIGNED SIDE-BY-SIDE SHOULD BE PLACED A MINIMUM OF 36 IN. (0.9 M) APART.
4. THERE MUST BE A MINIMUM OF SIX (6) BICYCLE PARKING SPOTS.

BIKE RACK DETAIL



DUMPSTER ENCLOSURE DETAIL



TYPICAL 18' PARKING STALL

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00

STORYBOOK DEVELOPMENT SERVICES, LLC
CERTIFICATE OF AUTHORIZATION NO. 33749
JOSE A. CHAVES
JOSE@STORYBOOKTEAM.COM
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REVISIONS

#	DATE	BY	DESCRIPTION	#	DATE	BY	DESCRIPTION
1	03/12/2026	JAC	CHANGES DUE TO CITY COMMENTS				

RIVERVIEW PLAZA
CONCEPTUAL SITE PLAN

SITE DETAILS

CITY OF PORT ST. LUCIE, FLORIDA
PREPARED BY: STORYBOOK DEVELOPMENT SERVICES, LLC

DATE:	05/20/2026
PROJECT NO.:	
DRAWN BY:	JAC
CHECKED BY:	JAC
SCALE:	1" = 20'
SHEET:	C-3.0

RIVERVIEW RETAIL CENTER

PREPARED FOR:

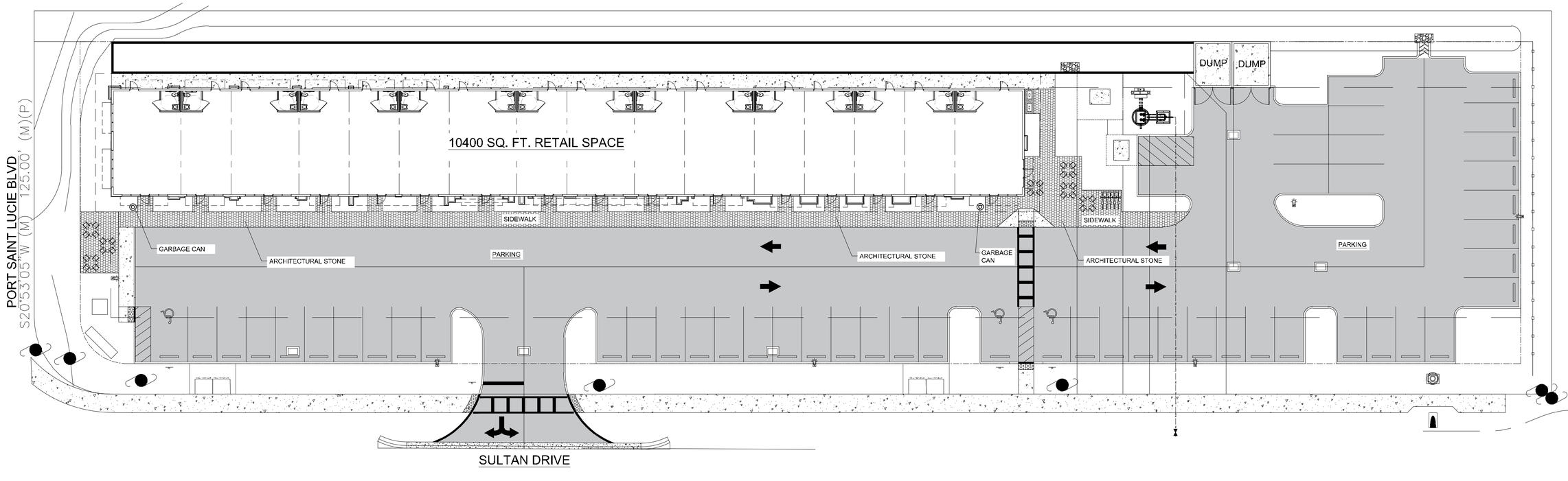
B&B CAPITAL GROUP

PROPERTY ADDRESS: 832 SW SULTAN DRIVE, CITY OF SAINT LUCIE , FLORIDA



SHEET INDEX

CS - COVER SHEET + SITE PLAN
A-1 - OVERALL FLOOR PLAN + ELEVATIONS
A-1.1 - ENLARGED FLOOR PLAN
A-2.0 - ELEVATIONS
A-3.0 - RENDERINGS
A-3.1 - RENDERINGS
A-3.2 - RENDERINGS
A-3.3 - RENDERINGS
A-3.4 - RENDERINGS



DC
design professionals
dcdesigngroupinc@gmail.com
407.738.6520

RIVERVIEW RETAIL CENTER
B&B CAPITAL GROUP
832 SW SULTAN DR.,
CITY OF PORT SAINT LUCIE, FLORIDA

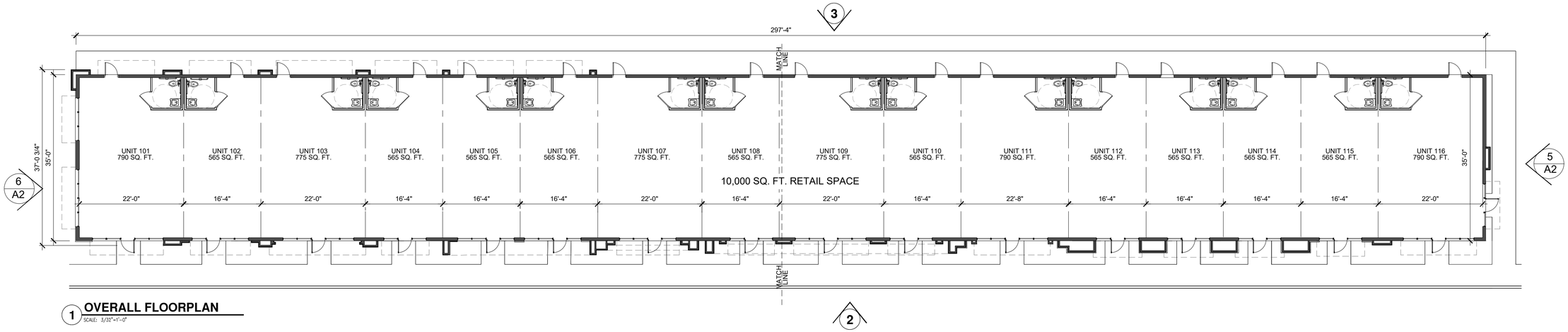
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DRAWN BY:	DWC
CHK'D BY:	MT
DATE:	4.17.2026
SCALE:	SEE SHEET

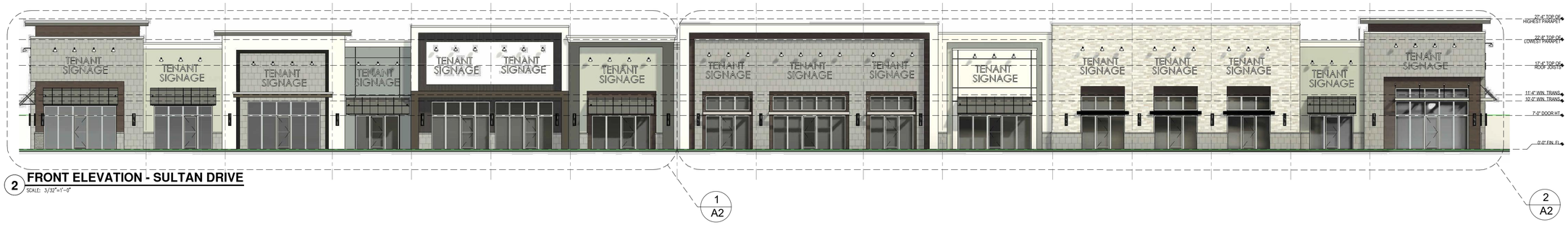
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COVERSHEET
SITE PLOT PLAN

CS

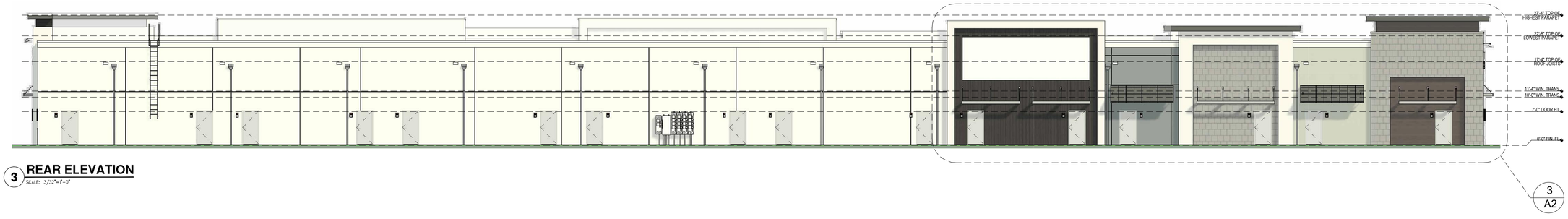
SHEET OF



1 OVERALL FLOORPLAN
SCALE: 3/32"=1'-0"



2 FRONT ELEVATION - SULTAN DRIVE
SCALE: 3/32"=1'-0"



3 REAR ELEVATION
SCALE: 3/32"=1'-0"

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00

DC
design professionals
dcdesigngroupinc@gmail.com
407.738.6520

RIVERVIEW RETAIL CENTER

B&B CAPITAL GROUP
832 SW SULTAN DR.,
CITY OF PORT SAINT LUCIE, FLORIDA

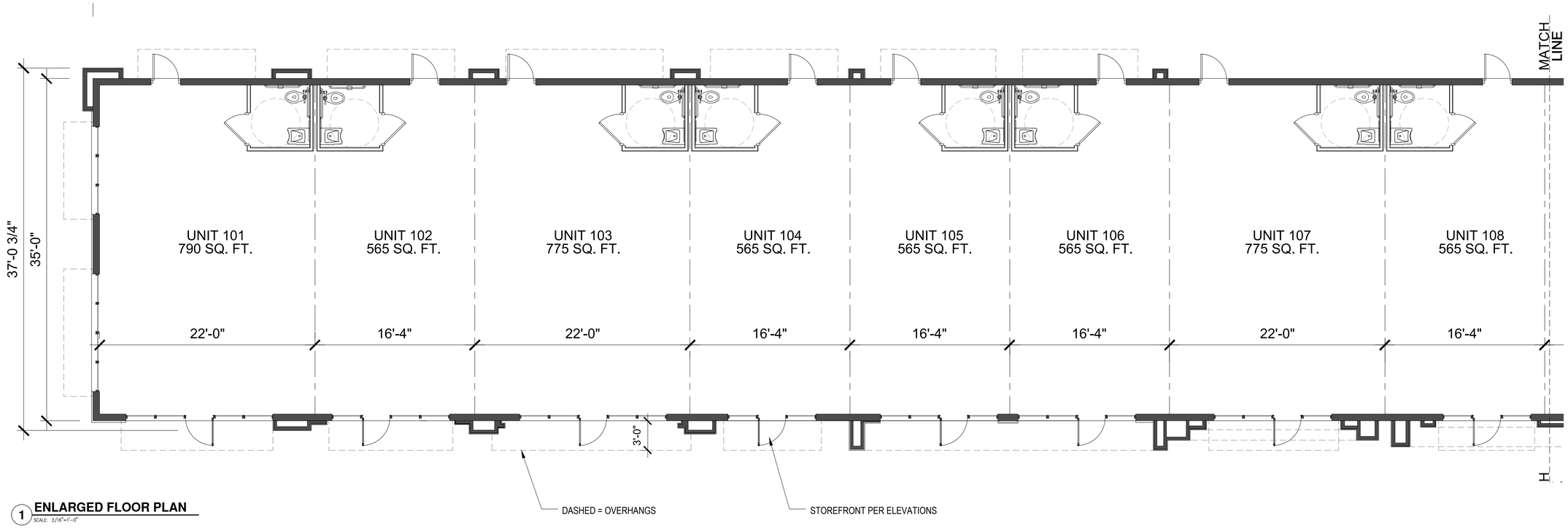
REV	DATE	DESCRIPTION

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DRAWN BY:	DWC
CHK'D BY:	MT
DATE:	3.16.2026
SCALE:	SEE SHEET

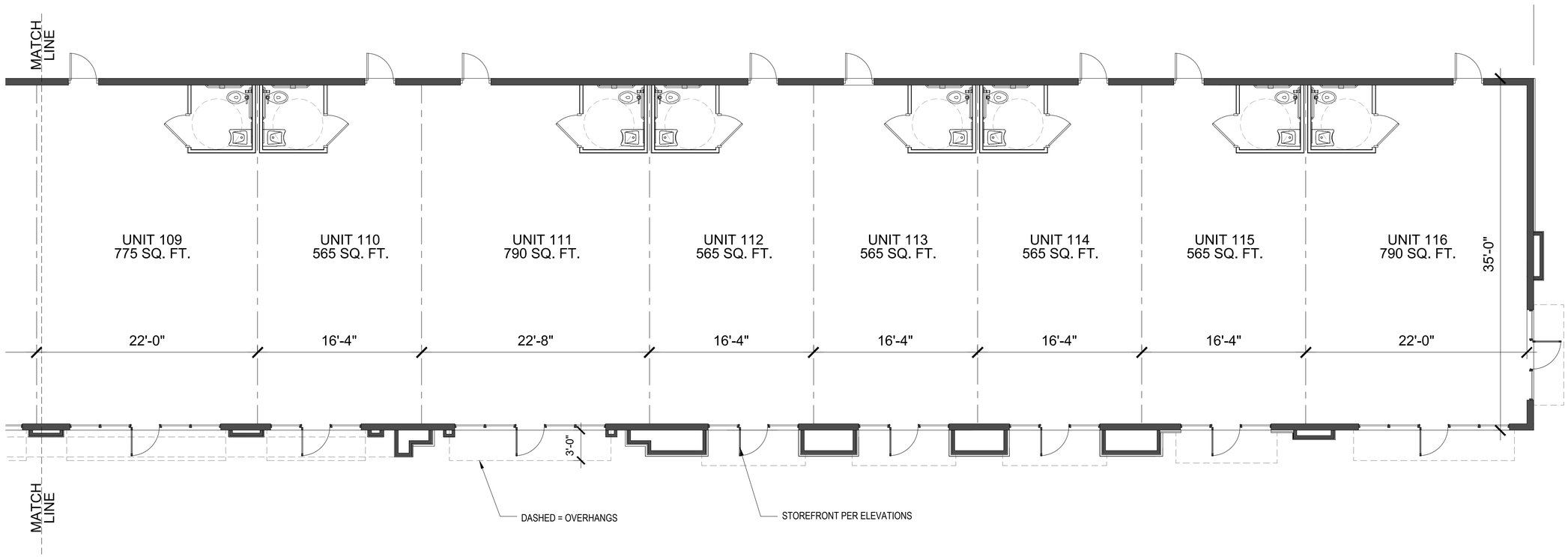
SHEET TITLE:
OVERALL
FLOOR PLAN/ ELEVATIONS

A-1

SHEET OF



1 **ENLARGED FLOOR PLAN**
SCALE: 3/16"=1'-0"



PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00

DC
design professionals
dcdesigngroupinc@gmail.com
407.738.6520

RIVERVIEW RETAIL CENTER

B&B CAPITAL GROUP
832 SW SULTAN DR.,
CITY OF PORT SAINT LUCIE, FLORIDA

REV	DATE	DESCRIPTION

PROJECT NO:	18094
DRAWN BY:	DWC
CHK'D BY:	MT
DATE:	1.7.2026
SCALE:	SEE SHEET

SHEET TITLE:
ENLARGED FLOOR PLAN
+ RENDERING

A-1.1

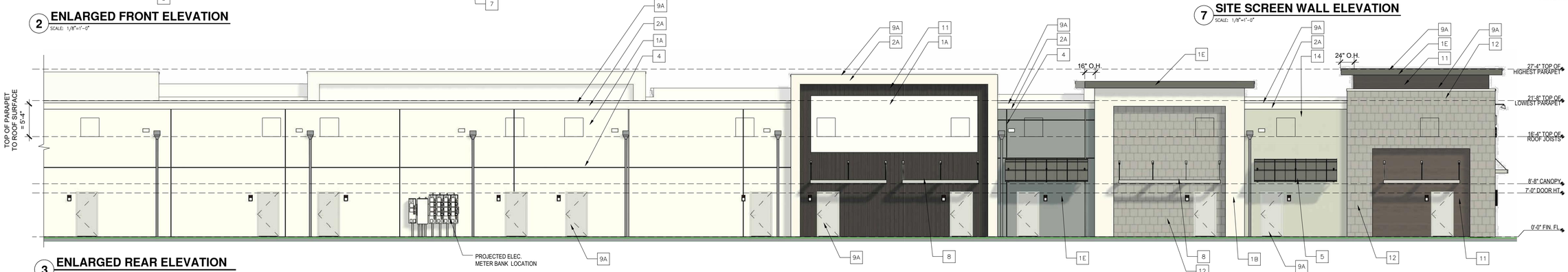
SHEET OF



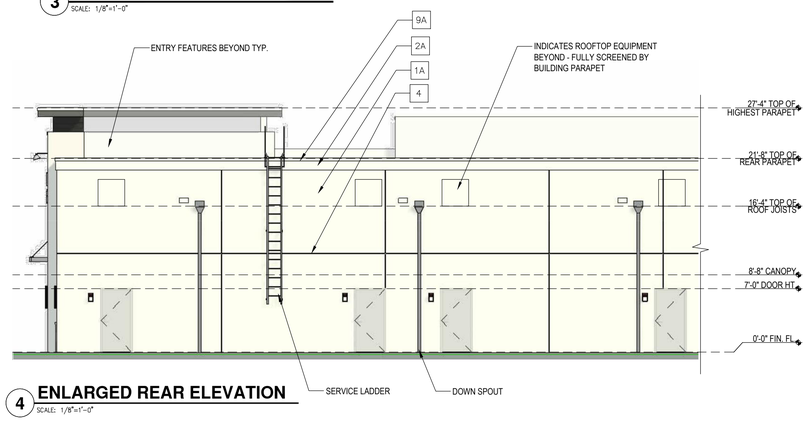
1 ENLARGED FRONT ELEVATION
SCALE: 1/8"=1'-0"



2 ENLARGED FRONT ELEVATION
SCALE: 1/8"=1'-0"



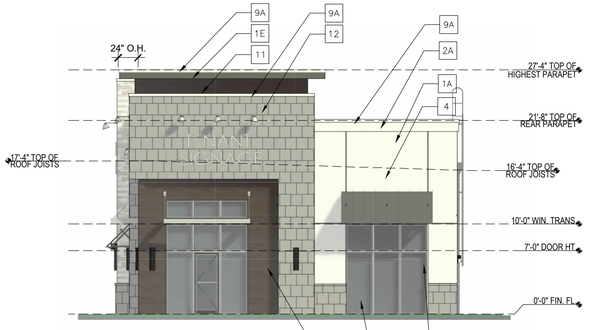
3 ENLARGED REAR ELEVATION
SCALE: 1/8"=1'-0"



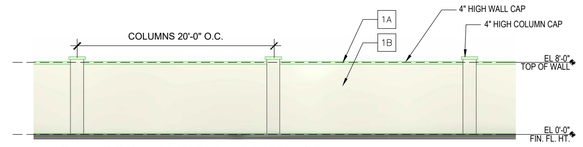
4 ENLARGED REAR ELEVATION
SCALE: 1/8"=1'-0"



5 ENLARGED SIDE ELEVATION
SCALE: 1/8"=1'-0"



6 ENLARGED SIDE ELEVATION
SCALE: 1/8"=1'-0"



7 SITE SCREEN WALL ELEVATION
SCALE: 1/8"=1'-0"

SLOPED AWNING CALCUALITONS	
BUILDING LENGTHS	
FRONT ELEVATION= 300'-0"	
SIDE ELEVATIONS = 37'-0"	
REAR ELEVATION = 300'-0"	
FRONT ELEVATION AWNING TOTAL LENGTH	= 82'-0" = 27.33%
SIDE ELEVATION (SAINT LUCIE BLVD LENGTH)	= 24'-0" = 64%
SIDE ELEVATION (PARKING)	= 10'-0" = 27%

MATERIAL SCHEDULE

MK	Material	Finish
1	CEMENT PLASTER	LIGHT KNOCK-DOWN FINISH
2	EIFS DECORATIVE CORNICE	SMOOTH FINISH - PAINT
3	WOOD	PAINT
4	DECORATIVE SCORE LINES	1-1/2" PVC SCREED - PAINT SAME COLOR AS WALL
5	SLOPED METAL CANOPIES	MATCH BLACK
6	ARCHITECTURAL LIGHT FIXTURE	CLEAR ANODIZED FINISH
7	ALUM & GLASS STOREFRONT	DARK BRONZE ALUM. FRAME / GLASS - GRAY TINT
8	METAL CANOPIES	PRE-FINISHED ALUM. CANOPY - MATCH DARK GRAY
9	METAL	PAINT
10	TILE 1	NICHIHA SIMULATED BRICK TILE
11	TILE 2	NICHIHA SIMULATED WOOD TILE
12	TILE 3	NICHIHA CONCRETE BOARD
13	STONE VENEER	NATURAL STONE
14	GOOSENECK LIGHT	CLEAR ANODIZED FINISH
15	STONE VENEER 2	NATURAL STONE

			BUILDING FRONT ELEVATION = 7500 SQ. FT.	BUILDING SIDE ELEV. = 1100 SQ. FT.	BUILDING SIDE ELEV. = 1050 SQ. FT.	BUILDING REAR ELEV. = 6800 SQ. FT.
A	SHERWIN WILLIAMS MAX 100%	SW 7005 "PURE WHITE"				
B	SHERWIN WILLIAMS MAX 100%	SW 9166 "DRIFT OF MIST"				
C	SHERWIN WILLIAMS MAX 100%	SW 9018 "DOVETAIL"				
D	SHERWIN WILLIAMS MAX 5%	SW 6990 "CAVIAR"	FRONT = 165 SQ. FT. = .022%	SIDE = 0 SQ. FT. = 0%	SIDE = 0 SQ. FT. = 0%	REAR = 0 SQ. FT. = 0%
E	SHERWIN WILLIAMS MAX 5%	SW 0048 "BUNGLEHUOUSE BLUE"	FRONT = 80 SQ. FT. = .009%	SIDE = 40 SQ. FT. = .04%	SIDE = 17 SQ. FT. = .017%	REAR = 62 SQ. FT. = .01%
F	SHERWIN WILLIAMS MAX 100%	SW 2849 "WESTCHESTER GRAY"				
G	SHERWIN WILLIAMS MAX 20%	SW 6011 "CHINCHILLA"				

BUILDING DESIGN STANDARDS

	ITEM		COMMENT
	HORIZONTAL / VERTICAL ARTICULATION	PROVIDED	5' MIN. HORIZONTAL, 2' MIN. VERTICAL
	SLOPED ROOF ELEMENT	PROVIDED	15% OF FACADE - SLOPED ALUMINUM CANOPIES OVER CENTRAL RETAIL BAYS
	CORNICE ELEMENTS	PROVIDED	ARTICULATED PARAPETS
	ARCHITECTURAL ELEMENTS		
a.	STACKED STONE / HORIZONTAL WOOD LOOK TILE	PROVIDED	85% FRONT FACADE
b.	CANOPY / AWNING	PROVIDED	SUSPENDED ALUM. CANOPIES FLAT/ SLOPED PROVIDED OVER TENANT ENTRANCES
c.	EXPRESS LINES	PROVIDED	EXPRESSION LINES THAT COVER AT LEAST 30% OF ONE SIDE OF BUILDING FACE. ½" DEEP AND ½" WIDE
d.	VERTICAL RECTANGLE WINDOWS	PROVIDED	AT LEAST 50% OF THE BUILDING FACE
e.	DISPLAY WINDOWS	PROVIDED	AL/GL STOREFRONT DISPLAY WINDOWS PROVIDED AT EA. TENANT BAY
f.	STONE PAVERS	PROVIDED	SEE SITE PLAN FOR LOCATION AND QUANTITY

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RIVERVIEW RETAIL CENTER

B&B CAPITAL GROUP
832 SW SULTAN DR.,
CITY OF PORT SAINT LUCIE, FLORIDA

REV	DATE	DESCRIPTION

PROJECT NO:	18094
DRAWN BY:	DWC
CHK'D BY:	MT
DATE:	3.16.2026
SCALE:	SEE SHEET

SHEET TITLE:
ELEVATIONS

A-2

SHEET OF

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00



SIDE ELEVATION - PORT SINT LUCIE BLVD
SCALE: NTS



FRONT ELEVATION - PARKING LOT
SCALE: NTS



SIDE ELEVATION - PORT SINT LUCIE BLVD
SCALE: NTS



FRONT ELEVATION - PARKING LOT
SCALE: NTS



SIDE ELEVATION - PORT SINT LUCIE BLVD
SCALE: NTS



FRONT ELEVATION - PARKING LOT
SCALE: NTS

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00

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RIVERVIEW RETAIL CENTER

B&B CAPITAL GROUP
832 SW SULTAN DR.,
CITY OF PORT SAINT LUCIE, FLORIDA

REV	DATE	DESCRIPTION

PROJECT NO:	18094
DRAWN BY:	DWC
CHK'D BY:	MT
DATE:	3.16.2026
SCALE:	SEE SHEET

SHEET TITLE:
RENDERINGS

A-3.0

SHEET OF



FRONT ELEVATION - PARKING LOT
SCALE: NTS



FRONT ELEVATION - PARKING LOT
SCALE: NTS



REAR ELEVATION - PORT SAINT LUCIE BLVD
SCALE: NTS

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RIVERVIEW RETAIL CENTER

B&B CAPITAL GROUP
832 SW SULTAN DR.,
CITY OF PORT SAINT LUCIE, FLORIDA

REV	DATE	DESCRIPTION

PROJECT NO:	18094
DRAWN BY:	DWC
CHK'D BY:	MT
DATE:	3.16.2026
SCALE:	SEE SHEET

SHEET TITLE:
RENDERINGS

A-3.1

SHEET OF

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00



FRONT ELEVATION - PARKING LOT

SCALE: NTS



FRONT ELEVATION - PARKING LOT

SCALE: NTS

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00

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RIVERVIEW RETAIL CENTER
B&B CAPITAL GROUP
832 SW SULTAN DR.,
CITY OF PORT SAINT LUCIE, FLORIDA

REV	DATE	DESCRIPTION

PROJECT NO:	18094
DRAWN BY:	DWC
CHK'D BY:	MT
DATE:	3.16.2026
SCALE:	SEE SHEET

SHEET TITLE:
RENDERINGS

A-3.2

SHEET OF



FRONT ELEVATION - PARKING LOT
SCALE: NTS



FRONT ELEVATION - PARKING LOT
SCALE: NTS

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00

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RIVERVIEW RETAIL CENTER

B&B CAPITAL GROUP
832 SW SULTAN DR.,
CITY OF PORT SAINT LUCIE, FLORIDA

REV	DATE	DESCRIPTION

PROJECT NO:	18094
DRAWN BY:	DWC
CHK'D BY:	MT
DATE:	3.16.2026
SCALE:	SEE SHEET

SHEET TITLE:
RENDERINGS

A-3.3

SHEET OF



FRONT ELEVATION - SULTAN DRIVE

SCALE: NTS



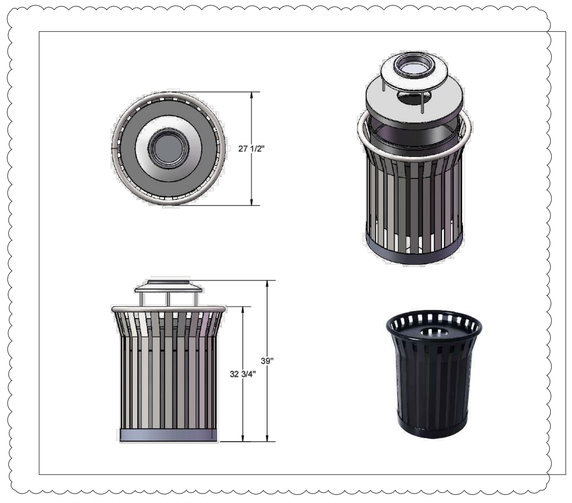
FRONT ELEVATION - SULTAN DRIVE

SCALE: NTS



REAR ELEVATION - PARKING LOT

SCALE: NTS



TRASH CAN DETAILS - 32 GALLON

SCALE: NTS

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RIVERVIEW RETAIL CENTER

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832 SW SULTAN DR.,
CITY OF PORT SAINT LUCIE, FLORIDA

REV	DATE	DESCRIPTION

PROJECT NO:	18094
DRAWN BY:	DWC
CHK'D BY:	MT
DATE:	3.16.2026
SCALE:	SEE SHEET

SHEET TITLE:
OVERALL RENDERINGS

A-3.4

SHEET OF

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00

CITY OF
PORT ST. LUCIE
HEART OF THE TREASURE COAST

Riverview Plaza

LMD Rezoning/Conceptual Plan Amendment

Project No. P26-003

Planning and Zoning Board Meeting
Marissa Da Breo-Latchman, Environmental Planner II
June 2, 2026

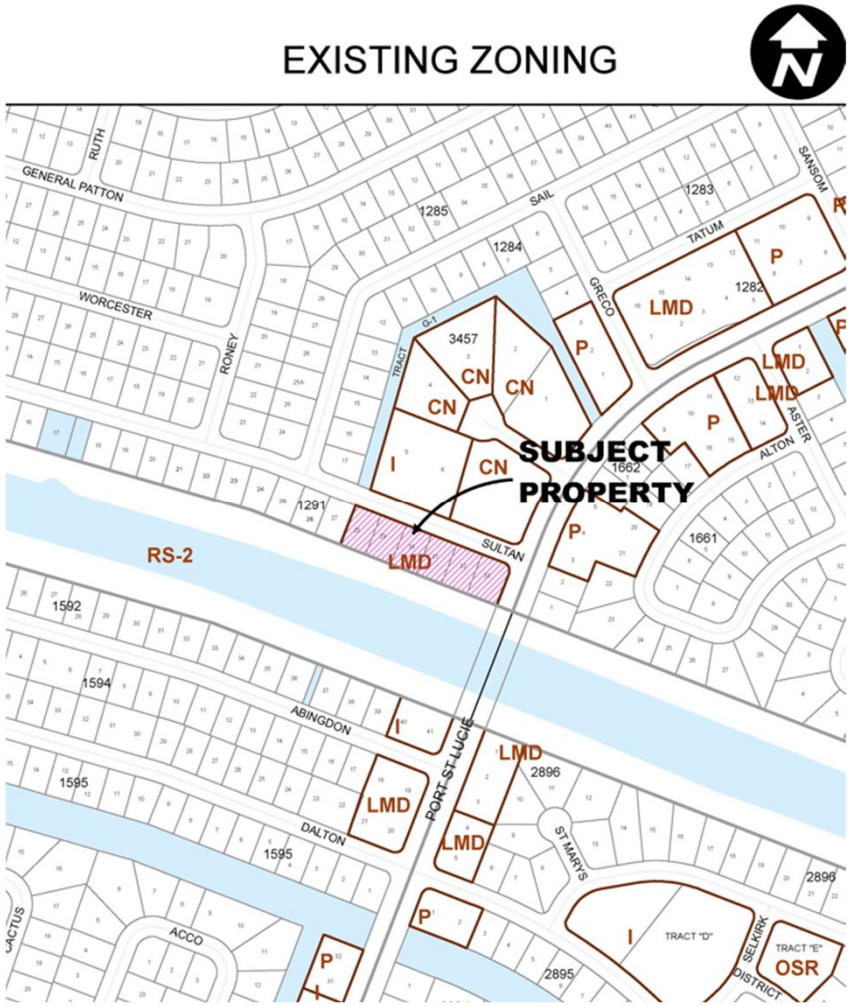
Request Summary

Applicant/Agent:	Jose Chaves, StoryBook Development Services, LLC
Property Owners:	Rossell, LLC
Location:	Southwest corner of SW Sultan Drive and SW Port St. Lucie Blvd and north of the C-24 Canal.
Request:	A Special Exception Use (SEU) application allow retail or personal service uses that exceed fifty percent (50%) of the building's gross floor area and any use that exceeds 5,000 square feet.

Surrounding Areas

Direction	Existing Use	Future Land Use	Zoning
North	Church, daycare	CL	I, CN
South	C-24 Canal, Single-family residential, daycare	RL, ROI	I, RS-2
East	Vacant	ROI	P, RS-2
West	Residential	RL	RS-2

RL – Low-Density Residential, ROI – Residential/Office, RS-2 – Single-Family Residential, CL – Limited Commercial, I– Institutional, CN – Neighborhood Commercia, RL-Low Density REsidentiall



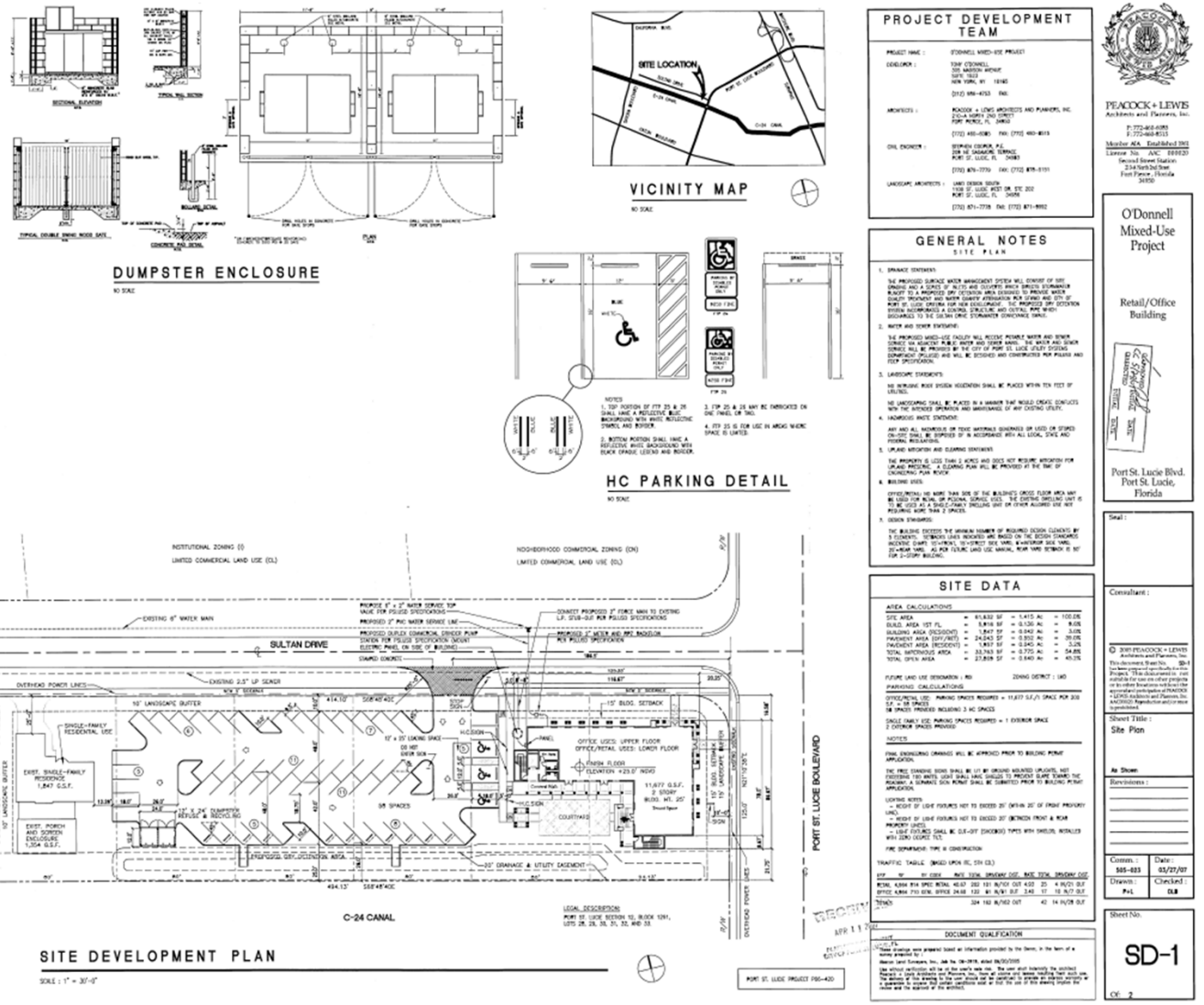
Justification

- 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.

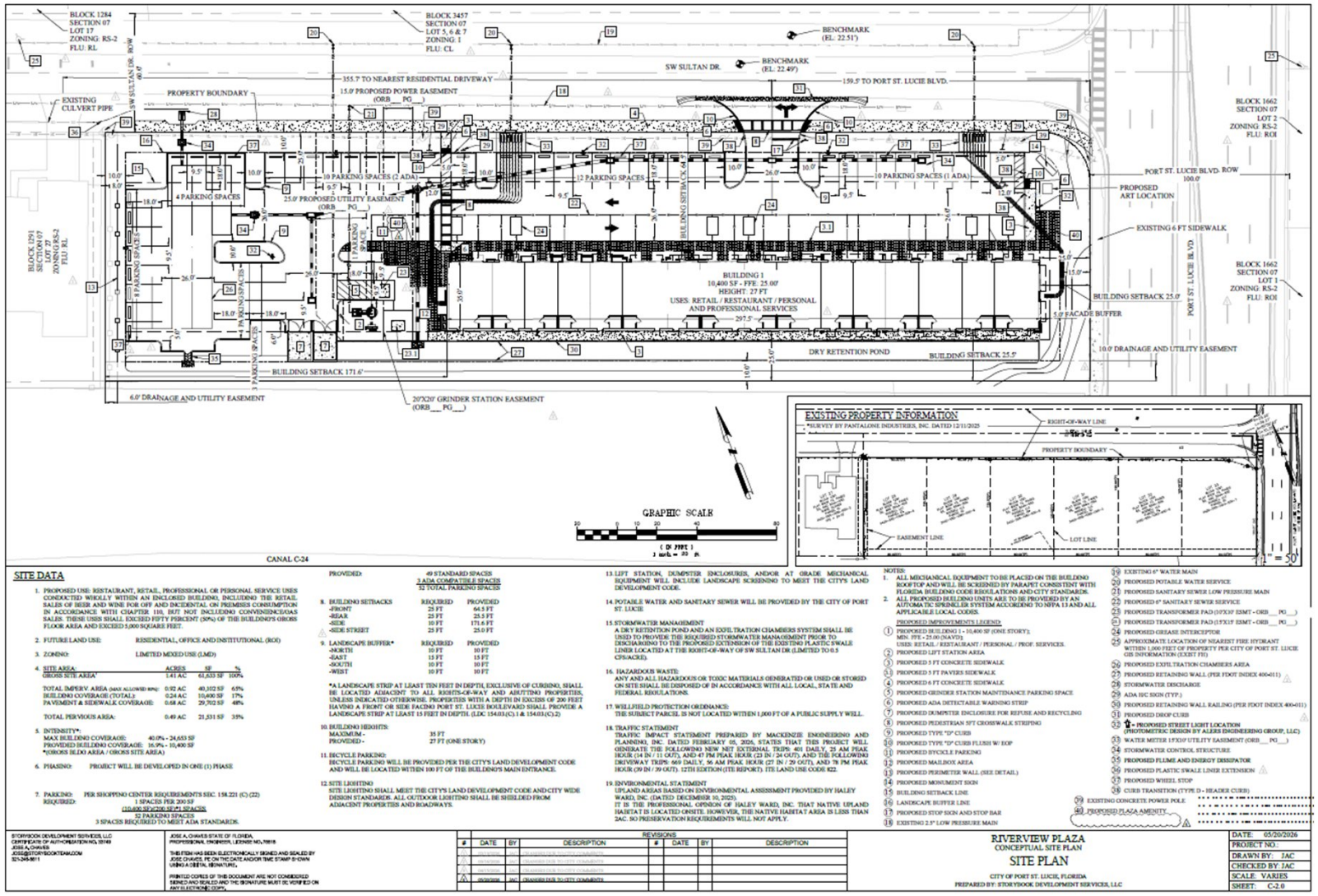
- The Limited Mixed Use (LMD) Zoning District is listed as a compatible zoning district under the Residential, Office and Institutional (ROI) future land use classification.

Policy 1.1.4.13 Future land Use	
Future Land Use Classification	Compatible Zoning District
Residential, Office and Institutional (ROI)	Limited Mixed Use (LMD), Professional (P), Medium Residential (RM-5) or Residential PUD (Planned Unit Development) between 5-11 units per acre.

Previous
Conceptual Plan



Proposed Conceptual Plan



SITE DATA

1. PROPOSED USE: RESTAURANT, RETAIL, PROFESSIONAL OR PERSONAL SERVICE USES CONDUCTED WHOLLY WITHIN AN ENCLOSED BUILDING, INCLUDING THE RETAIL SALES OF BEER AND WINE FOR OFF AND INCIDENTAL ON PREMISES CONSUMPTION IN ACCORDANCE WITH CHAPTER 110, BUT NOT INCLUDING CONVENIENCE/GAS SALES. THESE USES SHALL EXCEED FIFTY PERCENT (50%) OF THE BUILDING'S GROSS FLOOR AREA AND EXCEED 5,000 SQUARE FEET.
2. FUTURE LAND USE: RESIDENTIAL, OFFICE AND INSTITUTIONAL (ROI)
3. ZONING: LIMITED MIXED USE (LMD)
4. SITE AREA:

	ACRES	SF	%
GROSS SITE AREA*	1.41 AC	61,533 SF	100%
TOTAL IMPERV. AREA (MAX ALLOWED 80%):	0.92 AC	40,102 SF	65%
BUILDING COVERAGE (TOTAL):	0.24 AC	10,400 SF	17%
PAVEMENT & SIDEWALK COVERAGE:	0.68 AC	29,702 SF	48%
TOTAL PERVIOUS AREA:	0.49 AC	21,331 SF	35%

5. INTENSITY*:
MAX BUILDING COVERAGE: 40.0% - 24,653 SF
PROVIDED BUILDING COVERAGE: 16.9% - 10,400 SF
*(GROSS BLDG AREA / GROSS SITE AREA)
6. PHASING: PROJECT WILL BE DEVELOPED IN ONE (1) PHASE
7. PARKING: PER SHOPPING CENTER REQUIREMENTS SEC. 158.221 (C)-(22)
REQUIRED: 1 SPACES PER 200 SF
(10,400 SF/200 SF)=51 SPACES
52 PARKING SPACES
3 SPACES REQUIRED TO MEET ADA STANDARDS.
PROVIDED: 49 STANDARD SPACES
3 ADA COMPATIBLE SPACES
52 TOTAL PARKING SPACES
8. BUILDING SETBACKS

	REQUIRED	PROVIDED
-FRONT	25 FT	64.5 FT
-REAR	25 FT	25.5 FT
-SIDE	10 FT	171.6 FT
-SIDE STREET	25 FT	25.0 FT

9. LANDSCAPE BUFFER*

	REQUIRED	PROVIDED
-NORTH	10 FT	10 FT
-EAST	15 FT	15 FT
-SOUTH	10 FT	10 FT
-WEST	10 FT	10 FT

*A LANDSCAPE STRIP AT LEAST TEN FEET IN DEPTH, EXCLUSIVE OF CURBING, SHALL BE LOCATED ADJACENT TO ALL RIGHTS-OF-WAY AND ABUTTING PROPERTIES, UNLESS INDICATED OTHERWISE. PROPERTIES WITH A DEPTH IN EXCESS OF 200 FEET HAVING A FRONT OR SIDE FACING PORT ST. LUCIE BOULEVARD SHALL PROVIDE A LANDSCAPE STRIP AT LEAST 15 FEET IN DEPTH. (LDC 154.03 (C) 1 & 154.03 (C)-2)
10. BUILDING HEIGHTS:
MAXIMUM - 35 FT
PROVIDED - 27 FT (ONE STORY)
11. BICYCLE PARKING:
BICYCLE PARKING WILL BE PROVIDED PER THE CITY'S LAND DEVELOPMENT CODE AND WILL BE LOCATED WITHIN 100 FT OF THE BUILDING'S MAIN ENTRANCE.
12. SITE LIGHTING
SITE LIGHTING SHALL MEET THE CITY'S LAND DEVELOPMENT CODE AND CITY WIDE DESIGN STANDARDS. ALL OUTDOOR LIGHTING SHALL BE SHIELDED FROM ADJACENT PROPERTIES AND ROADWAYS.
13. LIFT STATION, DUMPSTER ENCLOSURES, AND/OR AT GRADE MECHANICAL EQUIPMENT WILL INCLUDE LANDSCAPE SCREENING TO MEET THE CITY'S LAND DEVELOPMENT CODE.
14. POTABLE WATER AND SANITARY SEWER WILL BE PROVIDED BY THE CITY OF PORT ST. LUCIE
15. STORMWATER MANAGEMENT
A DRY RETENTION POND AND AN EXFILTRATION CHAMBERS SYSTEM SHALL BE USED TO PROVIDE THE REQUIRED STORMWATER MANAGEMENT PRIOR TO DISCHARGING TO THE PROPOSED EXTENSION OF THE EXISTING PLASTIC SWALE LINER LOCATED AT THE RIGHT-OF-WAY OF SW SULTAN DR (LIMITED TO 0.5 CFS/ACRE).
16. HAZARDOUS WASTE:
ANY AND ALL HAZARDOUS OR TOXIC MATERIALS GENERATED OR USED OR STORED ON SITE SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
17. WELLFIELD PROTECTION ORDINANCE:
THE SUBJECT PARCEL IS NOT LOCATED WITHIN 1,000 FT OF A PUBLIC SUPPLY WELL.
18. TRAFFIC STATEMENT
TRAFFIC IMPACT STATEMENT PREPARED BY MACKENZIE ENGINEERING AND PLANNING, INC. DATED FEBRUARY 05, 2026, STATES THAT THIS PROJECT WILL GENERATE THE FOLLOWING NEW NET EXTERNAL TRIPS: 401 DAILY, 25 AM PEAK HOUR (14 IN / 11 OUT), AND 47 PM PEAK HOUR (23 IN / 24 OUT), AND THE FOLLOWING DRIVEWAY TRIPS: 469 DAILY, 36 AM PEAK HOUR (27 IN / 29 OUT), AND 78 PM PEAK HOUR (39 IN / 39 OUT). 12TH EDITION (ITE REPORT). ITE LAND USE CODE 822.
19. ENVIRONMENTAL STATEMENT
UPLAND AREAS BASED ON ENVIRONMENTAL ASSESSMENT PROVIDED BY HALEY WARD, INC. (DATED DECEMBER 10, 2025).
IT IS THE PROFESSIONAL OPINION OF HALEY WARD, INC. THAT NATIVE UPLAND HABITAT IS LOCATED ONSITE. HOWEVER, THE NATIVE HABITAT AREA IS LESS THAN 2AC. SO PRESERVATION REQUIREMENTS WILL NOT APPLY.

NOTES:
1. ALL MECHANICAL EQUIPMENT TO BE PLACED ON THE BUILDING ROOFTOP AND WILL BE SCREENED BY PARAPET CONSISTENT WITH FLORIDA BUILDING CODE REGULATIONS AND CITY STANDARDS.
2. ALL PROPOSED BUILDING UNITS ARE TO BE PROVIDED BY AN AUTOMATIC SPRINKLER SYSTEM ACCORDING TO NFPA 13 AND ALL APPLICABLE LOCAL CODES.

PROPOSED IMPROVEMENTS LEGEND:
1. PROPOSED BUILDING 1 = 10,400 SF (ONE STORY); MIN. FFE = 25.00 (NAVD); USES: RETAIL / RESTAURANT / PERSONAL / PROF. SERVICES.
2. PROPOSED LIFT STATION AREA
3. PROPOSED 5 FT CONCRETE SIDEWALK
3.1 PROPOSED 5 FT PAVERS SIDEWALK
4. PROPOSED 6 FT CONCRETE SIDEWALK
5. PROPOSED GRINDER STATION MAINTENANCE PARKING SPACE
6. PROPOSED ADA DETECTABLE WARNING STRIP
7. PROPOSED DUMPSTER ENCLOSURE FOR REFUSE AND RECYCLING
8. PROPOSED PEDESTRIAN 5FT CROSSWALK STRIPING
9. PROPOSED TYPE "D" CURB
10. PROPOSED TYPE "D" CURB FLUSH W/ EOP
11. PROPOSED BYCICLE PARKING
12. PROPOSED MAILBOX AREA
13. PROPOSED PERIMETER WALL (SEE DETAIL)
14. PROPOSED MONUMENT SIGN
15. BUILDING SETBACK LINE
16. LANDSCAPE BUFFER LINE
17. PROPOSED STOP SIGN AND STOP BAR
18. EXISTING 2.5" LOW PRESSURE MAIN
19. EXISTING 6" WATER MAIN
20. PROPOSED POTABLE WATER SERVICE
21. PROPOSED SANITARY SEWER LOW PRESSURE MAIN
22. PROPOSED 6" SANITARY SEWER SERVICE
23. PROPOSED TRANSFORMER PAD (10'X10' EESMT - ORB ___ PG___)
24. PROPOSED TRANSFORMER PAD (15'X15' EESMT - ORB ___ PG___)
24. PROPOSED GREASE INTERCEPTOR
25. APPROXIMATE LOCATION OF NEAREST FIRE HYDRANT WITHIN 1,000 FEET OF PROPERTY PER CITY OF PORT ST. LUCIE GIS INFORMATION (EXIST FH)
26. PROPOSED EXFILTRATION CHAMBERS AREA
27. PROPOSED RETAINING WALL (PER FDOT INDEX 400-011)
28. STORMWATER DISCHARGE
29. ADA ISC SIGN (TYP.)
30. PROPOSED RETAINING WALL RAILING (PER FDOT INDEX 400-011)
31. PROPOSED DROP CURB
32. PROPOSED STREET LIGHT LOCATION (PHOTOMETRIC DESIGN BY ALLEN ENGINEERING GROUP, LLC)
33. WATER METER 1'X10' UTILITY EASEMENT (ORB ___ PG___)
34. STORMWATER CONTROL STRUCTURE
35. PROPOSED FLUME AND ENERGY DISSIPATOR
36. PROPOSED PLASTIC SWALE LINER EXTENSION
37. PROPOSED WHEEL STOP
38. CURB TRANSITION (TYPE D - HEADER CURB)
39. EXISTING CONCRETE POWER POLE
40. PROPOSED PLAZA AMENITY

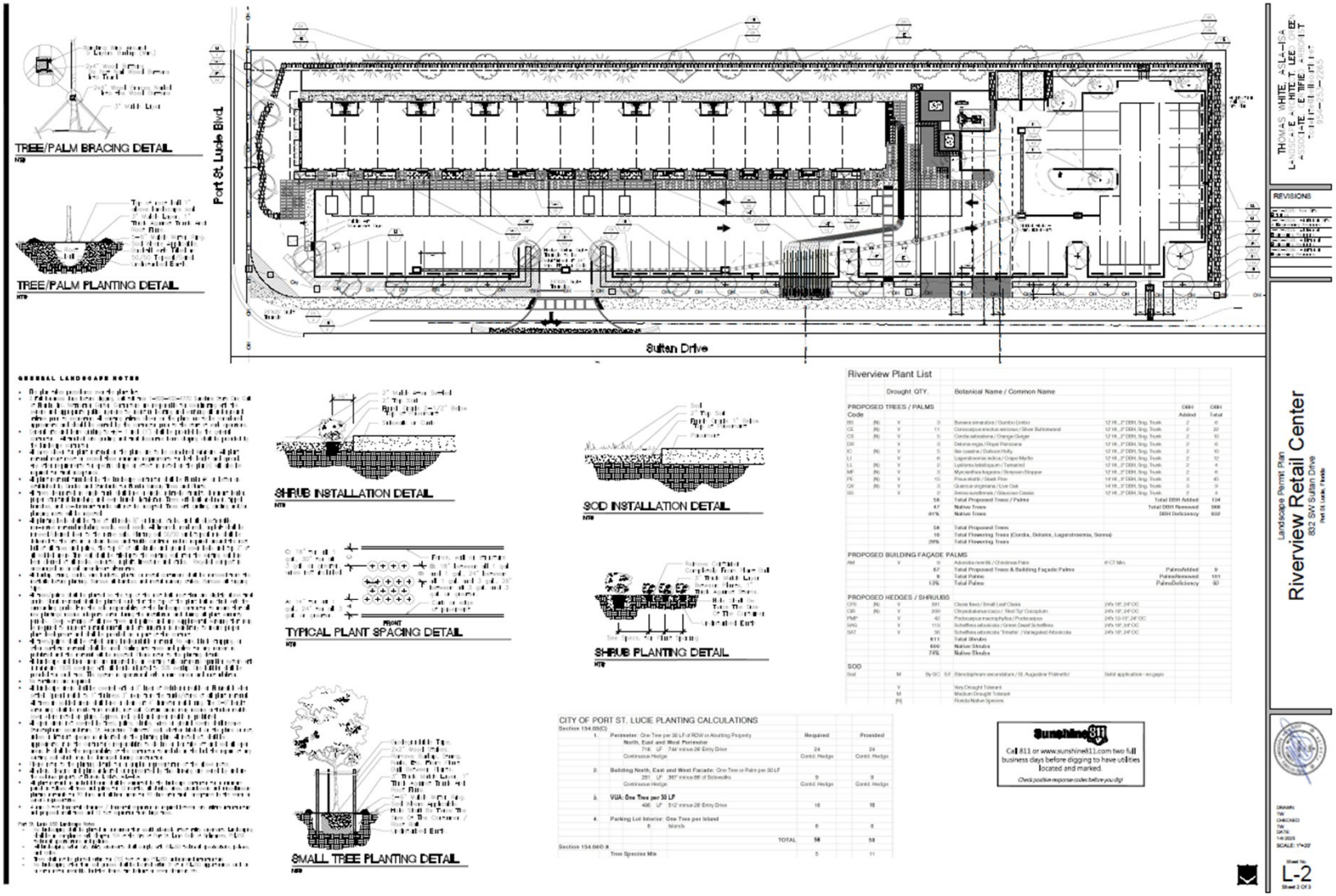
STORYBOOK DEVELOPMENT SERVICES, LLC CERTIFICATE OF AUTHORIZATION NO. 33149 JOSE A. CHAVES JOSE@STORYBOOKTEAM.COM 321-345-3611	JOSE A. CHAVES STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 79918 THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JOSE CHAVES, PE ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPY.	REVISIONS: # / DATE / BY / DESCRIPTION (1 ADDRESSED PER CITY'S COMMENTS; 2 TRANSMITTED TO CITY'S COMMENTS; 3 TRANSMITTED TO CITY'S COMMENTS; 4 TRANSMITTED PER TO SITE COMMENTS)

RIVERVIEW PLAZA
CONCEPTUAL SITE PLAN
SITE PLAN
CITY OF PORT ST. LUCIE, FLORIDA
PREPARED BY: STORYBOOK DEVELOPMENT SERVICES, LLC

DATE:	05/20/2026
PROJECT NO.:	
DRAWN BY:	JAC
CHECKED BY:	JAC
SCALE:	VARIES
SHEET:	C-2.0

PORT ST. LUCIE
HEART OF THE TREASURE COAST

Proposed Landscape Plan



Proposed Elevations



SIDE ELEVATION - PORT SINT LUCIE BLVD



FRONT ELEVATION - PARKING LOT



SIDE ELEVATION - PORT SINT LUCIE BLVD



FRONT ELEVATION - PARKING LOT

Justification

- The existing zoning 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 applicant's proposal to reconfigure the subject property's conceptual plan is consistent with Section 158.155(P), any changes to the conceptual plan and/or changes to the proposed uses, is subject to the hearing requirements for rezoning as designated in the Zoning Code. The proposed commercial use is permitted within the LMD zoning district, as stated in Section 158.155(C)(2).

Planning and Zoning Board Action Options

- Motion to recommend approval to the City Council
- Make a motion to amend the recommendation and recommend approval
- Motion to recommend denial to the City Council
- Motion to table should the Board need further clarification or information from either the applicant and/or staff

Agenda Summary

2026-498

Agenda Date: 6/2/2026 **Agenda Item No.:** 8.e

Placement: Public Hearing - Quasi Judicial

Action Requested: Motion / Vote

P26-004 Riverview Plan-Special Exception Use (SEU) Application

Location: Southwest corner of SW Sultan Drive and SW Port St. Lucie Blvd and north of the C-24 Canal.
Legal Description: Lots 28 through 33, Block 1291, Port St. Lucie Section Twelve, according to the map or plat as recorded in the Plat Book 12, Page(s) 55, 55A through 55G, public records of St. Lucie County.
This is a request to approve a Special Exception Use (SEU) application to allow retail or personal services uses exceeding 50% of the building's gross square footage and to allow any one use to exceed 5,000 SF in the Limited Mixed Use (LMD) Zoning District as per Section 158.155 (D)(4 & 5) of the Zoning Code.

Submitted By: Marissa Da Breo-Latchman, Environmental Planner II

Executive Summary: The applicant, Jose Chaves of StoryBook Development Services, LLC, acting as agent for Rossell, LLC, property owner, requests a special exception use approval to allow a proposed 10,400 SF, one-story structure to be comprised of more than 50% retail or personal services uses and to allow any one use to exceed 5,000 SF per Section 158.155 (D)(4) & (5) of the Limited Mixed Use zoning district. The Zoning Code lists any use over 5,000 square feet and containing over 50% retail or personal service uses as a special exception uses that may be permitted only following the review and specific approval of the City Council.

Presentation Information: Staff will provide a presentation.

Staff Recommendation:

If the board finds that the special exception use application is consistent with the criteria as listed in Section 158.260 (A) through (L) of the City code, then the Board may:

- Move to recommend approval to the City Council
- Move to amend the recommendation and recommend approval to the City Council

If the board finds that the special exception use application is inconsistent with the criteria as listed in Section 158.260 (A) through (L) of the City code, then the Board may:

- Move to recommend denial to the City Council

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.

Background: See Staff Report

Issues/Analysis: See Staff Report

Special Consideration: N/A

Location of Project: 802-832 SW Sultan Drive

Attachments: 1. Staff Report, 2. Concept Plan, 3. SEU Responses, 4. Proposed Elevations, 5. Landscape Plan, 6. Traffic Memo, 7. Application, 8. Authorization letter, 9. Deed, 10. Staff Presentation.

Riverview Plaza
Special Exception Use
P25-004



Project Location Map

SUMMARY

Applicant's Request:	The request is for approval of a Special Exception Use (SEU) to allow retail or personal service uses that will exceed fifty percent (50%) of the building's gross floor area and any use that exceeds 5,000 square feet on a parcel zoned Limited Mixed Use (LMD) per Section 155.158(D)(5) of the Zoning Code.
Agent:	Jose Chaves, Storybook Development Services, LLC
Applicant/Property Owner:	Rossell, LLC
Location:	The property is generally located on the southwest corner of SW Sultan Drive and SW Port St. Lucie Blvd and north of the C-24 Canal.
Project Planner:	Marissa Da Breo-Latchman, Environmental Planner II

Project Description

The City of Port St. Lucie has received a request from StoryBook Development Services, LLC., acting as agent for Rossell, LLC, property owner, for a special exception use approval to allow, retail or personal service uses that will exceed fifty percent (50%) of the building's gross floor area and any use that exceeds 5,000 square feet on a parcel zoned Limited Mixed Use (LMD) per Section 155.158(D)(4 & 5) of the Zoning Code. The 1.41-acre property is located at the southwest corner of SW Sultan Drive and SW Port St. Lucie Blvd and north of the C-24 Canal. The property is legally described as Lots 28 through 33, Block 1291, Port St. Lucie Section 12, according to the map or plat as recorded in the Plat Book 12, Page(S) 55, 55A through 55G, public records of St. Lucie County.

The proposed development includes a 10,400 square foot, single story building with associated parking. Proposed elevations and Site Plan are provided in the attachments.

A request to provide enhanced landscaping in lieu of an architectural buffer wall on southern portion of the property per Section 154.12 of the City of Port St. Lucie Code of Ordinances (P26-059 – Riverview Plaza-Buffer Wall-Landscape Modification) and a request to amend an LMD Conceptual plan to allow for the construction of a 10,400 SF commercial structure. (P26-003 – Riverview Plaza-Limited Mixed Use (LMD Rezoning/Conceptual Plan Amendment) will be presented to the Planning and Zoning Board at the June 2, 2026, meeting.

Previous Actions and Prior Reviews

P05-499 – O'Donnel Mixed-Use Project – The parcels were rezoned from Single-family Residential (RS-2) to LMD in 2005. The Conceptual Plan provided as part of the rezoning process included a 5,916 square foot, 2-story office and retail building and a 1, 847 square foot single-family residence (P05-499; R06-095)

P06-420 – O'Donnel Mixed Use – A Major Site plan approval for a 11,677 gross square footage retail and office building and a 1,847 square foot single-family residential structure was granted on May 29, 2007.

P08-098 – Courtyard of Sultan (Restaurant) – Special Exception Use approval to allow a restaurant on property zoned LMD was granted in 2008 via 08-R62.

The Site Plan Review Committee recommended approval of the LMD conceptual plan at a meeting of the Site Plan Review Committee on March 11, 2026.

Public Notice Requirements

Notice of this request for a Special Exception Use was mailed on May 21, 2026, to owners of property within a 750-foot radius of the subject property.

Location and Site Information

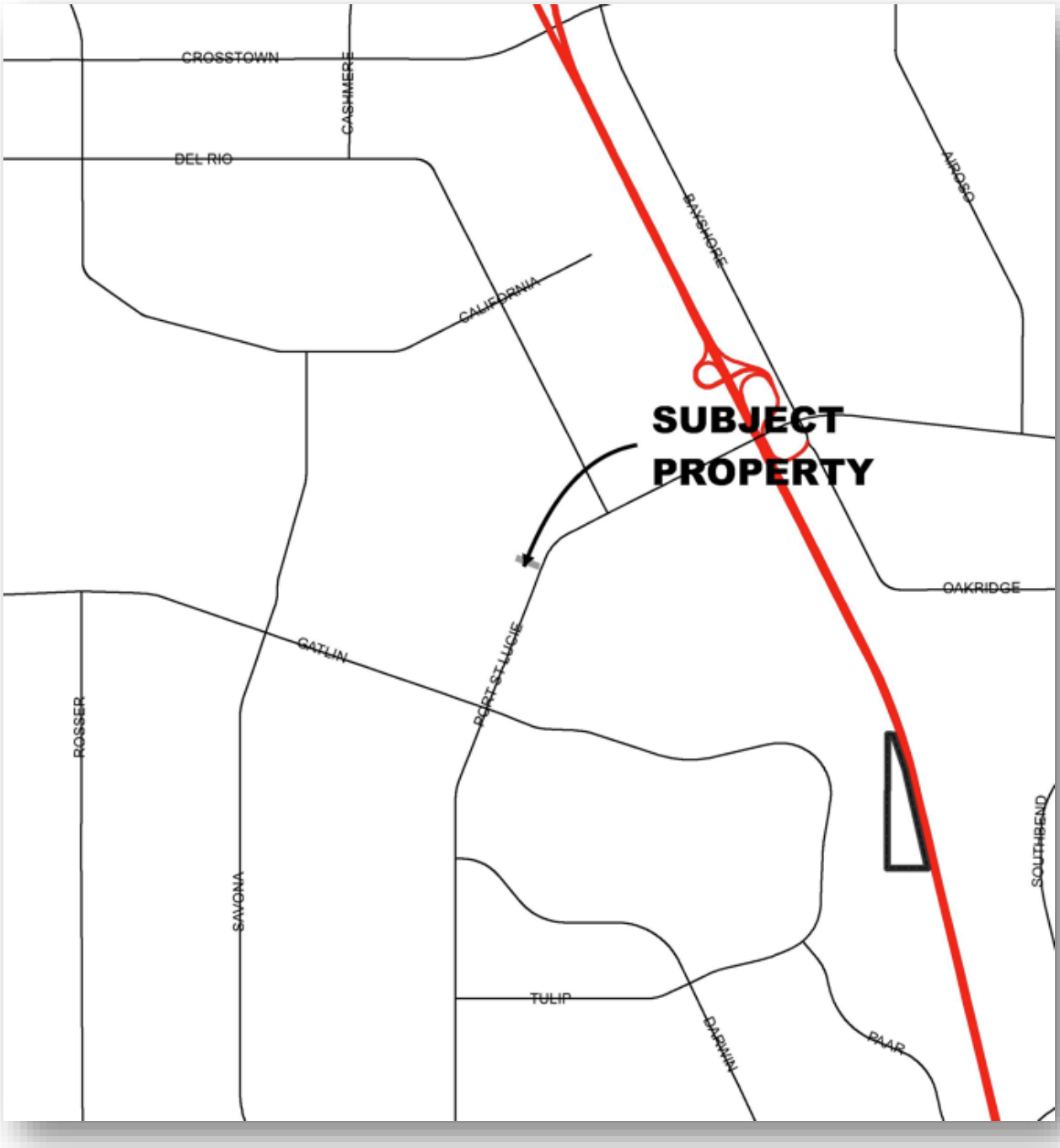
Parcel Numbers:	3420-555-1059-000-9, 3420-555-1060-000-9, 3420-555-1061-000-6, 3420-555-1062-000-3, 3420-555-1063-000-0, 3420-555-1064-000-7
Property Size:	1.41 acres
Legal Description:	Lots 28 through 33, Block 1291, Port St. Lucie Section 12, according to the map or plat as recorded in the Plat Book 12, Page(S) 55, 55A through 55G, public records of St. Lucie County.

Future Land Use:	ROI- Residential, Office and Institutional
Existing Zoning:	Limited Mixed Use (LMD)
Existing Use:	Vacant

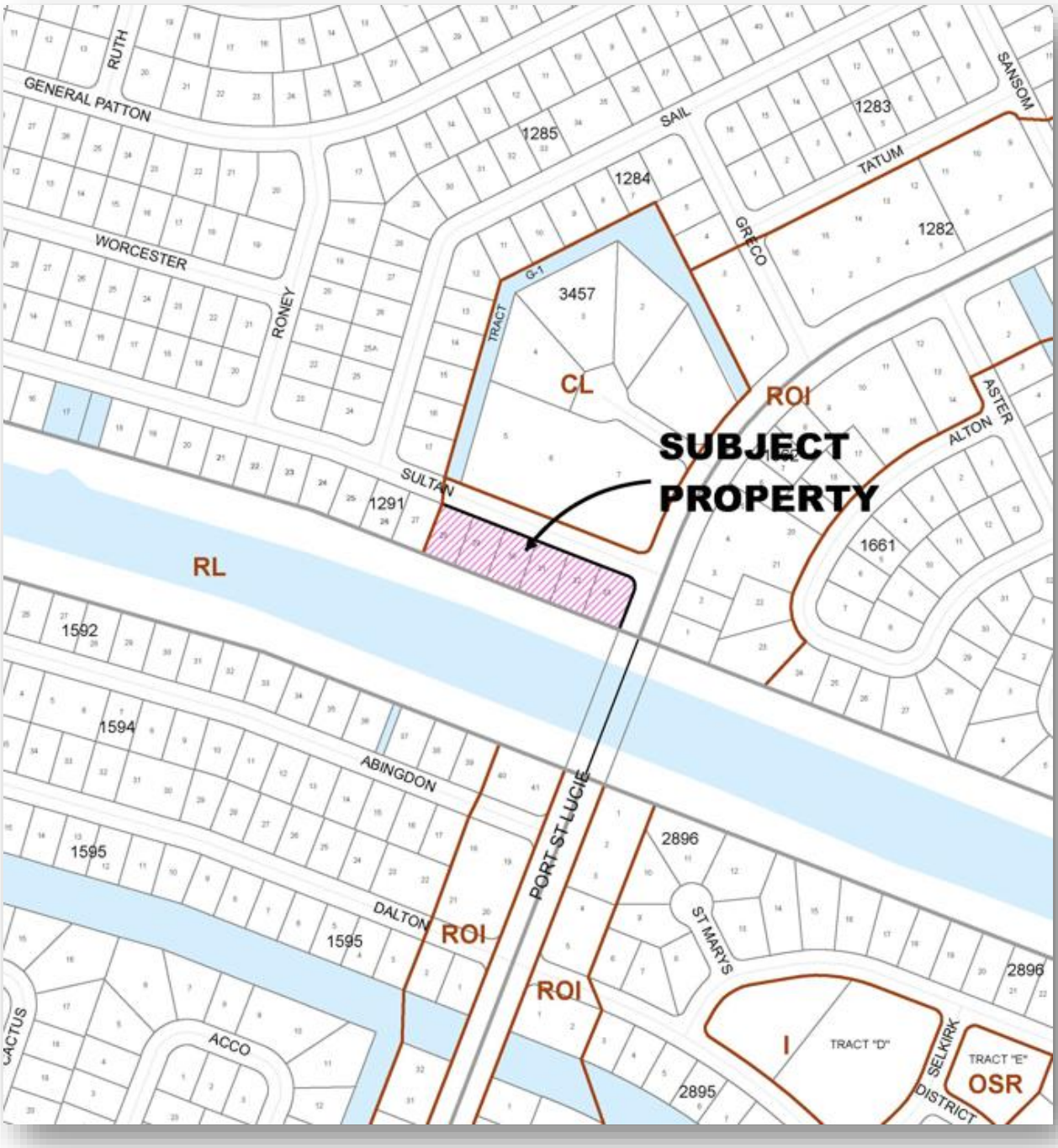
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	CL	I, CN	Church, daycare
South	RL, ROI	I, RS-2	C-24 Diversion Canal, Single-family residential, daycare
East	ROI	P, RS-2	Vacant
West	RL	RS-2	Residential

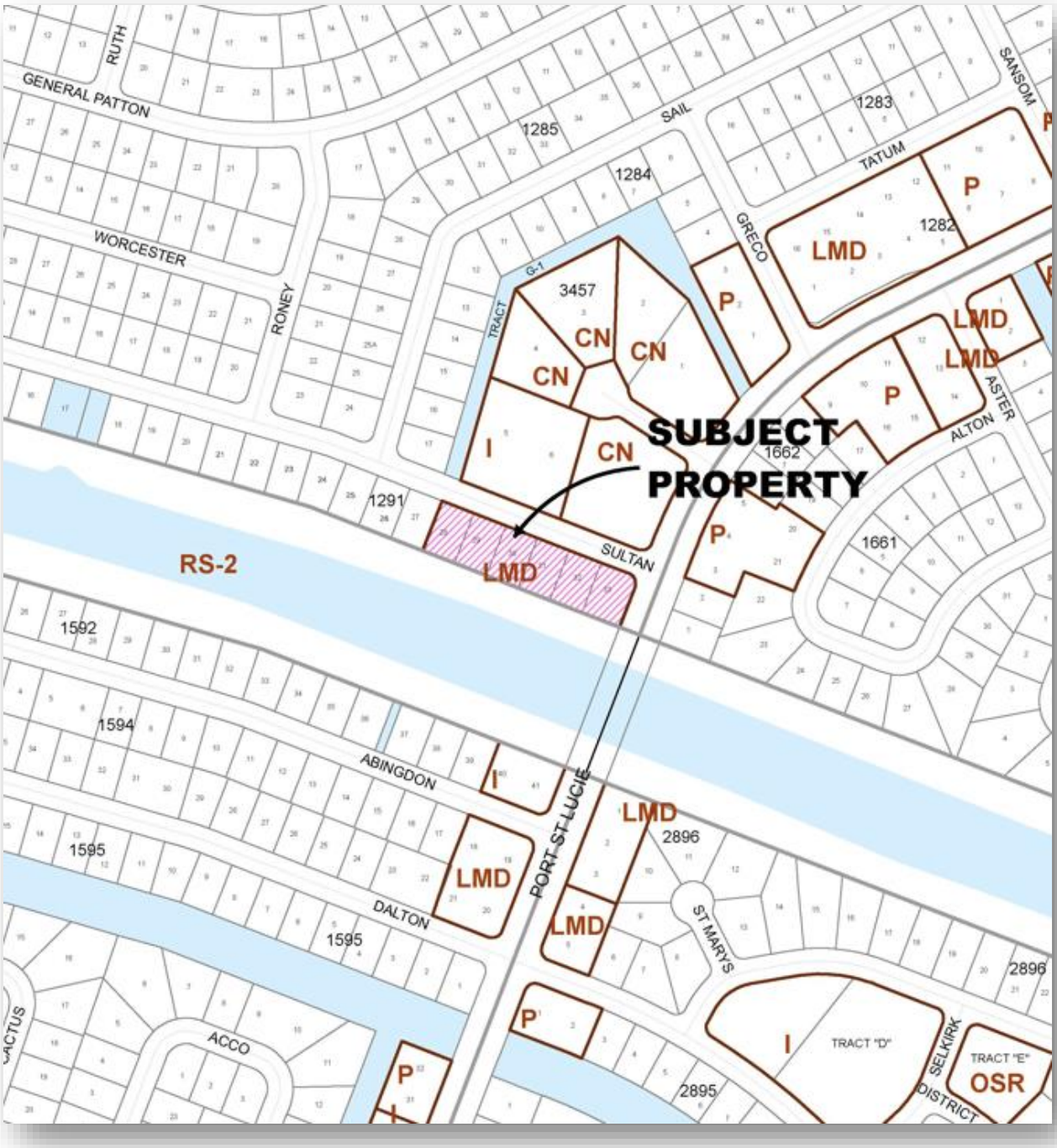
I – Institutional, CN – Neighborhood Commercial, RS-2 – Single-Family Residential, ROI – Residential Office Institutional, P-Professional, CL Limited Commercial, RL-Low Density Residential



Location Map


RUTH
GENERAL PATTON
SAIL
SANSOM
1285
1284
1283
TATUM
1282
GRECO
WORCESTER
RONEY
G-1
TRACT
3457
CL
ROI
SUBJECT
PROPERTY
ASTER
ALTON
1661
SULTAN
1291
RL
1592
1594
ABINGDON
PORT ST LUCIE
2896
1595
DALTON
ROI
ST MARYS
ROI
2896
CACTUS
ACCO
I
TRACT "D"
SELKIRK
TRACT "E"
OSR
2895
DISTRICT

Land Use Map


SUBJECT PROPERTY
RS-2
GENERAL PATTON
RUTH
WORCESTER
RONEY
SAIL
SANSOM
TATUM
GRECO
ALTON
ASTER
SULTAN
ABINGDON
DALTON
PORT ST LUCIE
ST MARYS
SELKIRK
ACCO
CACTUS
TRACT
G-1
1285
1284
1283
1282
1291
1592
1594
1595
1662
1661
2896
2895
3457
CN
I
P
LMD
TRACT "D"
TRACT "E"
OSR

Zoning Map

PROJECT ANALYSIS

Special exceptions are uses that would only be allowed under certain conditions and are reviewed to be compatible with the existing neighborhood. Approval of a special exception application shall only be granted by the City Council if it meets the criteria established under Section 158.260 (A) through (L) as noted below. The applicant's response to the criteria is attached. Staff's review is provided below.

Evaluation of Special Exception Criteria (Section 158.260)

(A) Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.

- Applicant's Response:

  Ingress and egress will be provided at a single location for this development. The access point will be located along the northeast side of the site, at the project entrance on SW Sultan Drive. A 26-ft-wide pavement section will provide two-way vehicular access around the building to the ingress/egress point, serving the parking, loading, and lift station areas. Pedestrian access will be provided via a connection to SW Sultan Drive.

- Staff findings: Ingress and egress will be provided at one location along SW Sultan Drive for this development. Traffic at the intersection of Sultan Drive and Port St. Lucie Blvd will be right-in right-out only as a grassed median is located in Port St. Lucie Blvd at this location that will prevent left turns. A sidewalk is proposed for along the front of the property from Port St. Lucie Boulevard to close to the western property line. The Concept Plan was reviewed by the Public Works Department. Traffic should not adversely affect the transportation level of service for adjacent roads. See attached Public Works Traffic Memo.

(B) Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.

- Applicant's Response: *Adequate off-street parking and loading areas are provided internally within the site and are appropriately separated from adjoining properties. Parking areas are located around the perimeter and southwest portion of the site and are screened from adjacent properties and public rights-of-way by the required landscape buffers, helping to minimize noise, glare, and visual impacts. The designated on-site loading zone is located along the rear portion of the building, away from public streets. The loading area is further separated and screened from adjoining properties by the dumpster enclosure, internal site circulation, and required landscape buffers, ensuring that loading activities do not create detrimental impacts on surrounding properties.*

- Staff findings: Adequate off-street parking is provided without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties. According to the City Zoning Code, Section 158.221(C), the shopping center use requires 1 space per each 200 square feet of gross floor area plus 1 space per each 250 square feet of gross floor area over 30,000 square feet. The overall Riverview Plaza site will require 52 parking spaces, of which three are required to be ADA accessible. Adequate parking is provided along the northern and western portion of the property and are not expected to have any detrimental effects upon adjoining properties. An architectural

buffer wall and landscaping will be provided along the western property boundary to reduce the impact on the adjacent residential property.

(C) Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.

- Applicant's Response: *The proposed development will connect to the City's existing 6-inch potable water main and 2.5-inch low-pressure sanitary sewer force main located along SW Sultan Drive. The proposed lift station area is dimensioned in accordance with the City's requirements.*

- Staff findings: City of Port St. Lucie Utility Systems Department will be the provider of potable water and sanitary waste collection for the proposed project. Existing facilities are available to serve the area. The project proposes to connect to the existing water main and sanitary mains located along SW Sultan Drive. A developer's agreement with the City Utility Systems Department, which is consistent with the adopted level of service, is required prior to the issuance of building permits.

(D) Adequate screening or buffering. Additional buffering beyond that which is required by the code may be required in order to protect and provide compatibility with adjoining properties.

- Applicant's Response: *Additional buffering and screening beyond the minimum requirements are provided through increased building setbacks and overall site layout. While a minimum 25-foot setback is required, the proposed building provides setbacks of approximately 64.5 feet along the north and 169.3 feet along the west, with setbacks exceeding the minimum along the remaining property lines, significantly increasing separation from adjoining properties. Along the west side of the site, a proposed perimeter wall is provided to further separate the development from the adjacent residential property, enhancing visual screening and compatibility. These enhanced setbacks, combined with required landscape buffers and the internal placement of parking and service areas, provide buffering beyond minimum requirements. The building orientation and internal circulation further reduce potential noise, light, and visual impacts, thereby improving compatibility with surrounding properties.*

- Staff findings: The site is adjacent to the C-24 Canal and abuts property with residential zoning to the west and south. As such, an architectural buffer wall is required. There is a 10' utility and drainage easement along the rear of the property and a wall is not allowed. A Landscape Modification to remove the buffer wall along the rear of the property is being requested (P26-059). Enhanced landscaping will be required in lieu of the wall to the rear. The wall along the western property will remain. The Conceptual Plan provides additional buffering along the rear of the property beyond what is required by the code.

(E) Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

- Applicant's Response: *Exterior lighting and signage will be designed to avoid light pollution and glare, and in line with the City's Land Development Code and Citywide Design Guidelines*.

- Staff findings: All exterior lighting shall be in conformance with Section 158.221 of the City Zoning Code and all signage shall be in accordance with Chapter 155 of the City Sign Code.

(F) Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

- Applicant's Response: *Landscape yards and open spaces were designed to adequately serve the property by providing sufficient exposure to the public ROW, but also screening the proposed development from the adjoining residential uses.*
- Staff findings: Front, side, and rear building setbacks that conform with the Limited Mixed Use (LMD) zoning district have been provided to ensure compatibility with adjoining properties. An 8-foot-high architectural buffer wall will be proved along the western property boundary. Enhanced landscaping will be provided along the rear property line.

(G) The use as proposed will be in conformance with all stated provisions and requirements of this chapter.

- Applicant's Response: *No variances or waivers are being requested along with this application. This special exception use application is specifically centered around how the space can be used. We are requesting to allow for 100% of the space to be used for retail/professional services within the LMD Zoning District, but no other provisions or requirements of the City's Land Development Regulations are intended not to be met by the proposed plan.*

- Staff findings: A Landscape Modification is being requested for this project (P26-059). The site is adjacent to the C-24 Canal and abuts property with residential zoning to the west and south. As such, an architectural buffer wall is required. There is a 10' utility and drainage easement along the rear of the property and a wall is not allowed. Enhanced landscaping will be required in lieu of the architectural buffer wall to the rear. The wall along the western property will remain. The Conceptual Plan provides additional buffering and taller hedges along the rear of the property beyond what is required by the code.

(H) Establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the City.

- Applicant's Response: *The establishment and operation of the proposed use will further complement the City's vision for this corridor while acknowledging current market demands. The project as proposed will provide additional space for small business and will improve the convenience of residents and workers in the City by providing additional services within walking distance to existing neighborhoods.*
- Staff findings: By adhering to City Code and regulations, the establishment and operation of the proposed uses are not anticipated to impair the health, safety, or convenience of residents and workers in the City.

(I) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

- Applicant's Response: *The project is being proposed to benefit from the existing traffic along SW Port St. Lucie Blvd. The project will provide professional services, small restaurants/bakeries, small business retail, and similar other uses to support the local community. This intent will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, as all the activity will be centered along the front of the building which will provide*

sufficient separation and screening from the residential uses. The low intensity commercial space will operate during regular business hours, with no early openings or late hours anticipated. Additionally, the site was strategically designed to screen waste disposal and sanitary sewer lift station areas from public view. No on-site generators or any other fume generating or noise generating equipment, other than standard for this type of use, are proposed.

- Staff findings: The proposed use will not constitute a nuisance or hazard as landscape buffers and the required setbacks will provide sufficient separation and screening from adjacent uses. An architectural buffer wall and landscaping will be provided along the western property boundary to reduce the impacts on the adjacent residential property. Outdoor amenity areas are provided in proximity to the proposed structure and away from the residential use to the west. The commercial space will operate during regular business hours, with no early openings or late hours anticipated. Additionally, the site was strategically designed to screen solid waste disposal and sanitary sewer lift station areas from public view to the southwest corner of the proposed building. No on-site generators or any other fume-generating or noise-generating equipment are proposed.

(J) The use as proposed for development will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access location, light and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

- Applicant's Response: The proposed use for this development is compatible not only with the existing or permitted uses of adjacent property, but it is compatible with the overall SW Port St. Lucie Blvd corridor. The proposed project will be designed to comply with the City's Land Development Code and Citywide Design Standards to ensure compatibility with light and noise generation. Site access will also be compatible with the surrounding projects by providing one point of access to SW Sultan Dr.

- Staff findings: The proposed project is in an area designated for commercial development. The site is adjacent to institutionally and commercially developed properties on the north side of SW Sultan Drive and SW Glenview Court. Parcels across Port St. Lucie Boulevard are located in Conversion Area 4 and are currently vacant, but several are zoned Professional (P). The size, height, and character of the proposed development is in harmony with existing and proposed development in the area. A one-story structure is proposed which is consistent with parcels to the north. A two (2) story building exists at the north side of the intersection of SW Glenview Court and SW Port St. Lucie Boulevard, approximately 475' north of the subject property. An 8-foot-high architectural buffer wall and landscaping are proposed along the west property line to screen the view and noise from the adjacent residential use. The proposed use for this development is compatible with the permitted uses of adjacent properties per code. The proposed project will be designed to comply with the City's Land Development Code and Citywide Design Standards to ensure compatibility with light and noise generation. Site access will also be compatible with the surrounding projects by providing one point of access from SW Sultan Drive.

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive or intrusive upon the nearby area and would result in excessive disturbance or nuisance from the use altering the character of the neighborhood.

- Applicant's Response: *Acknowledged.*
- Staff findings: Acknowledged.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

- Applicant's Response: *Acknowledged.*
- Staff findings: Acknowledged.

Public Works - Traffic Analysis

This Traffic Analysis for the development has been reviewed by Staff found to be in compliance with the adopted level of service and requirements of Chapter 156 of City Code, and Public Works Policy 19-01pwd.

The proposed project is anticipated to generate 669 Average Daily, 56 AM Peak Hour and 78 PM Peak Hour driveway trips.

Related Projects

P26-059 – Riverview Plaza – Landscape Modification

P26-006 – Riverview Plaza – Site Plan

P26-003 – Riverview Plaza – LMD Rezoning

PLANNING AND ZONING BOARD ACTION OPTIONS

If the board finds that the special exception use application is consistent with the criteria as listed in Section 158.260 (A) through (L) of the City code, then the Board may:

- Motion to recommend approval to the City Council
- Motion to amend the recommendation and recommend approval to the City Council

If the board finds that the special exception use application is inconsistent with the criteria as listed in Section 158.260 (A) through (L) of the City code, then the Board may:

- Motion to recommend denial to the City Council

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.

CONCEPTUAL SITE PLAN
FOR
RIVERVIEW PLAZA

Sheet List Table	
Sheet Number	Sheet Title
C-1.0	COVER
C-2.0	SITE PLAN
C-3.0	SITE DETAILS

PREPARED FOR:
B&B CAPITAL GROUP 26, LLC.

PROPERTY ADDRESS:
832 SW SULTAN DRIVE
PORT ST. LUCIE, FL 34953
SECTION 07, TOWNSHIP 37 SOUTH, RANGE 40 EAST
PARCEL ID No: 3420-555-1059-000-9 / 3420-555-1060-000-9 / 3420-555-1061-000-6 / 3420-555-1062-000-3 / 3420-555-1063-000-0 / 3420-555-1064-000-7

LEGAL DESCRIPTION:
(FROM PANTALONE INDUSTRIES, INC SURVEY DATED 12/11/2025)

OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA

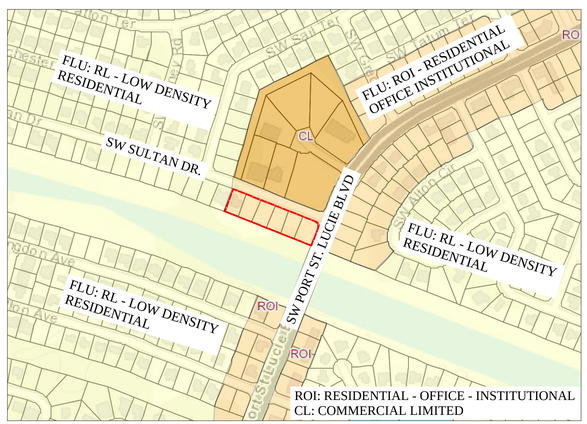
LOTS 28, 29, 30, 31, 32 & 33, BLOCK 1291, PORT SAINT LUCIE SECTION 12, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGES 55, AND 55A-55G, INCLUSIVE, OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

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).



SITE LOCATION

1 IN = 600 FT



FLU MAP



ZONING MAP

OWNER:

ROSSELL, LLC
451 SW BETHANY DR, STE. 202
PORT ST. LUCIE, FL 34986
CONTACT: OSWALDO RAMIREZ

DEVELOPER:

B&B CAPITAL GROUP 26, LLC
800 SE 4TH AVE, STE. 804
HALLANDALE BEACH, FL 33009
CONTACT: FREDDY BOULTON
PH: 605-766-8955

ENGINEER:

STORYBOOK DEVELOPMENT SERVICES, LLC
5931 BRICK COURT, SUITE 168
WINTER PARK, FL 32792
JOSE CHAVES, P.E.
PH: 321-246-8811

LANDSCAPE ARCHITECT:

THOMAS WHITE, ASLA-ISA
LANDSCAPE ARCHITECT, LEED GREEN ASSOCIATE, CERTIFIED ARBORIST
PH: 954-253-2265

SURVEYORS:

PANTALONE INDUSTRIES, INC.
3920 GREENVIEW PINES COURT
ORLANDO, FLORIDA 32817
STEPHEN PANTALONE
PH: 304-376-4439

GEOTECHNICAL ENGINEER:

NATIVE GEOSCIENCE, INC.
2014 EDGEWATER DRIVE, #246
ORLANDO, FLORIDA 32804
CLINTON WILHELM, PROJECT GEOLOGIST
PH: 321-442-3056

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00

STORYBOOK DEVELOPMENT SERVICES, LLC
CERTIFICATE OF AUTHORIZATION NO. 33749
JOSE A. CHAVES
JOSE@STORYBOOKTEAM.COM
321-246-8811

JOSE A. CHAVES STATE OF FLORIDA,
PROFESSIONAL ENGINEER, LICENSE NO. 78518

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JOSE CHAVES, PE ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE.

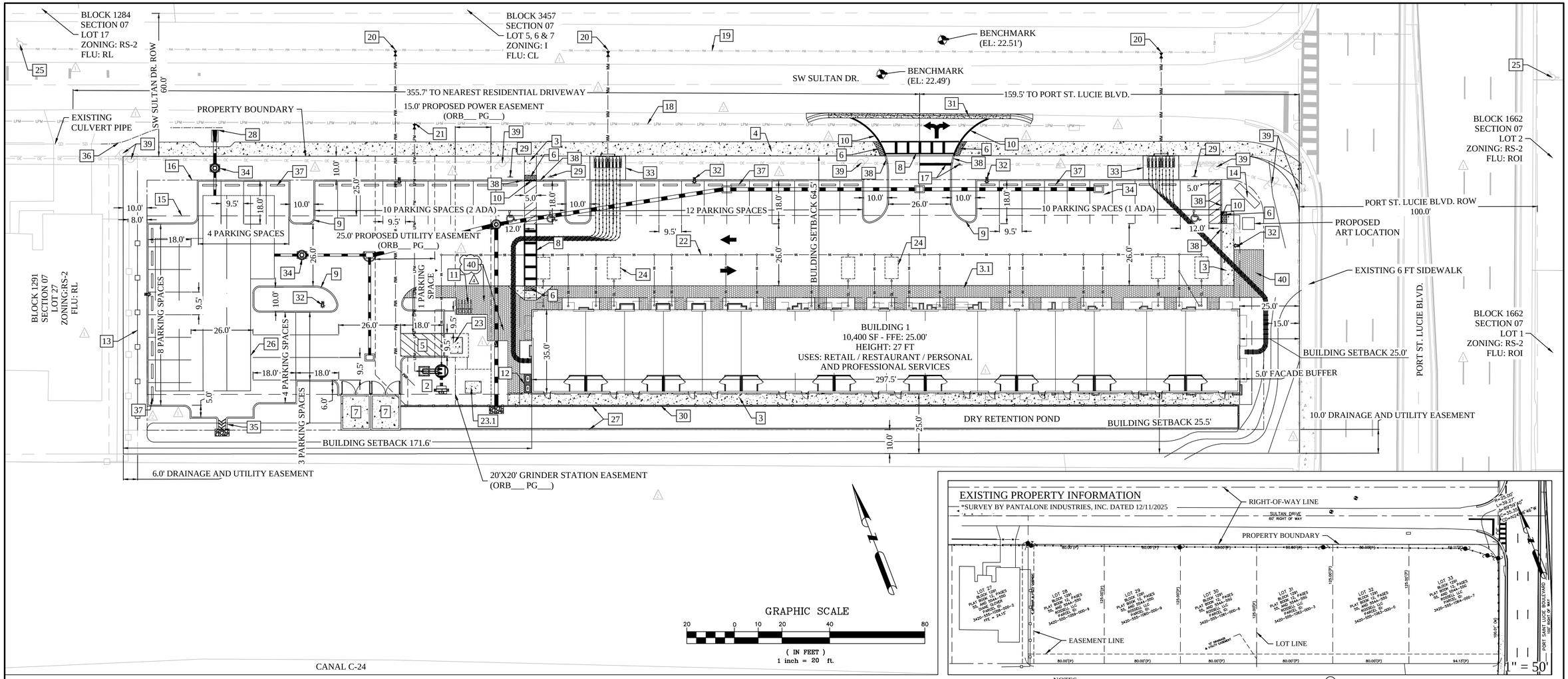
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPY.

REVISIONS

#	DATE	BY	DESCRIPTION	#	DATE	BY	DESCRIPTION
1	02/13/2026	JAC	CHANGES DUE TO CITY COMMENTS				
2	03/16/2026	JAC	CHANGES DUE TO CITY COMMENTS				

RIVERVIEW PLAZA
CONCEPTUAL SITE PLAN
COVER
CITY OF PORT ST. LUCIE, FLORIDA
PREPARED BY: STORYBOOK DEVELOPMENT SERVICES, LLC

DATE:	05/20/2026
PROJECT NO.:	
DRAWN BY:	JAC
CHECKED BY:	JAC
SCALE:	NA
SHEET:	C-1.0



SITE DATA

1. PROPOSED USE: RESTAURANT, RETAIL, PROFESSIONAL OR PERSONAL SERVICE USES CONDUCTED WHOLLY WITHIN AN ENCLOSED BUILDING, INCLUDING THE RETAIL SALES OF BEER AND WINE FOR OFF AND INCIDENTAL ON PREMISES CONSUMPTION IN ACCORDANCE WITH CHAPTER 110, BUT NOT INCLUDING CONVENIENCE/GAS SALES. THESE USES SHALL EXCEED FIFTY PERCENT (50%) OF THE BUILDING'S GROSS FLOOR AREA AND EXCEED 5,000 SQUARE FEET.

2. FUTURE LAND USE: RESIDENTIAL, OFFICE AND INSTITUTIONAL (ROI)

3. ZONING: LIMITED MIXED USE (LMD)

4.

SITE AREA:	ACRES	SF	%
GROSS SITE AREA[1]	1.41 AC	61,633 SF	100%
TOTAL IMPERV. AREA (MAX ALLOWED 80%):	0.92 AC	40,102 SF	65%
BUILDING COVERAGE (TOTAL):	0.24 AC	10,400 SF	17%
PAVEMENT & SIDEWALK COVERAGE:	0.68 AC	29,702 SF	48%
TOTAL PERVIOUS AREA:	0.49 AC	21,531 SF	35%

5. INTENSITY*:
MAX BUILDING COVERAGE: 40.0% - 24,653 SF
PROVIDED BUILDING COVERAGE: 16.9% - 10,400 SF
*(GROSS BLDG AREA / GROSS SITE AREA)

6. PHASING: PROJECT WILL BE DEVELOPED IN ONE (1) PHASE

7. PARKING: PER SHOPPING CENTER REQUIREMENTS SEC. 158.221 (C) (22)
REQUIRED: 1 SPACES PER 200 SF
(10,400 SF)/(200 SF)*1 SPACES
52 PARKING SPACES
3 SPACES REQUIRED TO MEET ADA STANDARDS.
PROVIDED: 49 STANDARD SPACES
3 ADA COMPATIBLE SPACES
52 TOTAL PARKING SPACES

8. BUILDING SETBACKS

	REQUIRED	PROVIDED
-FRONT	25 FT	64.5 FT
-REAR	25 FT	25.5 FT
-SIDE	10 FT	171.6 FT
-SIDE STREET	25 FT	25.0 FT

9. LANDSCAPE BUFFER*

	REQUIRED	PROVIDED
-NORTH	10 FT	10 FT
-EAST	15 FT	15 FT
-SOUTH	10 FT	10 FT
-WEST	10 FT	10 FT

*A LANDSCAPE STRIP AT LEAST TEN FEET IN DEPTH, EXCLUSIVE OF CURBING, SHALL BE LOCATED ADJACENT TO ALL RIGHTS-OF-WAY AND ABUTTING PROPERTIES, UNLESS INDICATED OTHERWISE. PROPERTIES WITH A DEPTH IN EXCESS OF 200 FEET HAVING A FRONT OR SIDE FACING PORT ST. LUCIE BOULEVARD SHALL PROVIDE A LANDSCAPE STRIP AT LEAST 15 FEET IN DEPTH. (LDC 154.03.(C).1 & 154.03.(C).2)

10. BUILDING HEIGHTS:
MAXIMUM - 35 FT
PROVIDED - 27 FT (ONE STORY)

11. BICYCLE PARKING:
BICYCLE PARKING WILL BE PROVIDED PER THE CITY'S LAND DEVELOPMENT CODE AND WILL BE LOCATED WITHIN 100 FT OF THE BUILDING'S MAIN ENTRANCE.

12. SITE LIGHTING
SITE LIGHTING SHALL MEET THE CITY'S LAND DEVELOPMENT CODE AND CITY WIDE DESIGN STANDARDS. ALL OUTDOOR LIGHTING SHALL BE SHIELDED FROM ADJACENT PROPERTIES AND ROADWAYS.

13. LIFT STATION, DUMPSTER ENCLOSURES, AND/OR AT GRADE MECHANICAL EQUIPMENT WILL INCLUDE LANDSCAPE SCREENING TO MEET THE CITY'S LAND DEVELOPMENT CODE.

14. POTABLE WATER AND SANITARY SEWER WILL BE PROVIDED BY THE CITY OF PORT ST. LUCIE

15. STORMWATER MANAGEMENT
A DRY RETENTION POND AND AN EXFILTRATION CHAMBERS SYSTEM SHALL BE USED TO PROVIDE THE REQUIRED STORMWATER MANAGEMENT PRIOR TO DISCHARGING TO THE PROPOSED EXTENSION OF THE EXISTING PLASTIC SWALE LINER LOCATED AT THE RIGHT-OF-WAY OF SW SULTAN DR (LIMITED TO 0.5 CFS/ACRE).

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

17. WELLFIELD PROTECTION ORDINANCE:
THE SUBJECT PARCEL IS NOT LOCATED WITHIN 1,000 FT OF A PUBLIC SUPPLY WELL.

18. TRAFFIC STATEMENT
TRAFFIC IMPACT STATEMENT PREPARED BY MACKENZIE ENGINEERING AND PLANNING, INC. DATED FEBRUARY 05, 2026, STATES THAT THIS PROJECT WILL GENERATE THE FOLLOWING NEW NET EXTERNAL TRIPS: 401 DAILY, 25 AM PEAK HOUR (14 IN / 11 OUT), AND 47 PM PEAK HOUR (23 IN / 24 OUT). AND THE FOLLOWING DRIVEWAY TRIPS: 669 DAILY, 56 AM PEAK HOUR (27 IN / 29 OUT), AND 78 PM PEAK HOUR (39 IN / 39 OUT). 12TH EDITION (ITE REPORT). ITE LAND USE CODE 822.

19. ENVIRONMENTAL STATEMENT
UPLAND AREAS BASED ON ENVIRONMENTAL ASSESSMENT PROVIDED BY HALEY WARD, INC. (DATED DECEMBER 10, 2025).
IT IS THE PROFESSIONAL OPINION OF HALEY WARD, INC. THAT NATIVE UPLAND HABITAT IS LOCATED ONSITE. HOWEVER, THE NATIVE HABITAT AREA IS LESS THAN 2AC. SO PRESERVATION REQUIREMENTS WILL NOT APPLY.

NOTES:
1. ALL MECHANICAL EQUIPMENT TO BE PLACED ON THE BUILDING ROOFTOP AND WILL BE SCREENED BY PARAPET CONSISTENT WITH FLORIDA BUILDING CODE REGULATIONS AND CITY STANDARDS.
2. ALL PROPOSED BUILDING UNITS ARE TO BE PROVIDED BY AN AUTOMATIC SPRINKLER SYSTEM ACCORDING TO NFPA 13 AND ALL APPLICABLE LOCAL CODES.

PROPOSED IMPROVEMENTS LEGEND:

1. PROPOSED BUILDING 1 - 10,400 SF (ONE STORY);
MIN. FFE - 25.00 (NAVD);
USES: RETAIL / RESTAURANT / PERSONAL / PROF. SERVICES.
2. PROPOSED LIFT STATION AREA
3. PROPOSED 5 FT CONCRETE SIDEWALK
3.1 PROPOSED 5 FT PAVERS SIDEWALK
4. PROPOSED 6 FT CONCRETE SIDEWALK
5. PROPOSED GRINDER STATION MAINTENANCE PARKING SPACE
6. PROPOSED ADA DETECTABLE WARNING STRIP
7. PROPOSED DUMPSTER ENCLOSURE FOR REFUSE AND RECYCLING
8. PROPOSED PEDESTRIAN 5FT CROSSWALK STRIPING
9. PROPOSED TYPE "D" CURB
10. PROPOSED TYPE "D" CURB FLUSH W/ EOP
11. PROPOSED BYCICLE PARKING
12. PROPOSED MAILBOX AREA
13. PROPOSED PERIMETER WALL (SEE DETAIL)
14. PROPOSED MONUMENT SIGN
15. BUILDING SETBACK LINE
16. LANDSCAPE BUFFER LINE
17. PROPOSED STOP SIGN AND STOP BAR
18. EXISTING 2.5" LOW PRESSURE MAIN
19. EXISTING 6" WATER MAIN
20. PROPOSED POTABLE WATER SERVICE
21. PROPOSED SANITARY SEWER LOW PRESSURE MAIN
22. PROPOSED 6" SANITARY SEWER SERVICE
23. PROPOSED TRANSFORMER PAD (10'X10' ESMT - ORB___ PG___)
23.1 PROPOSED TRANSFORMER PAD (15'X15' ESMT - ORB___ PG___)
24. PROPOSED GREASE INTERCEPTOR
25. APPROXIMATE LOCATION OF NEAREST FIRE HYDRANT WITHIN 1,000 FEET OF PROPERTY PER CITY OF PORT ST. LUCIE GIS INFORMATION (EXIST FH)
26. PROPOSED EXFILTRATION CHAMBERS AREA
27. PROPOSED RETAINING WALL (PER FDOT INDEX 400-011)
28. STORMWATER DISCHARGE
29. ADA H/C SIGN (TYP.)
30. PROPOSED RETAINING WALL RAILING (PER FDOT INDEX 400-011)
31. PROPOSED DROP CURB
32. = PROPOSED STREET LIGHT LOCATION (PHOTOMETRIC DESIGN BY ALERS ENGINEERING GROUP, LLC)
33. WATER METER 15'X10' UTILITY EASEMENT (ORB___ PG___)
34. STORMWATER CONTROL STRUCTURE
35. PROPOSED FLUME AND ENERGY DISSIPATOR
36. PROPOSED PLASTIC SWALE LINER EXTENSION
37. PROPOSED WHEEL STOP
38. CURB TRANSITION (TYPE D - HEADER CURB)
39. EXISTING CONCRETE POWER POLE
40. PROPOSED PLAZA AMENITY

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00

STORYBOOK DEVELOPMENT SERVICES, LLC
CERTIFICATE OF AUTHORIZATION NO. 33749
JOSE A. CHAVES
JOSE@STORYBOOKTEAM.COM
321-246-8811

JOSE A. CHAVES STATE OF FLORIDA,
PROFESSIONAL ENGINEER, LICENSE NO. 78518

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JOSE CHAVES, PE ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE.

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REVISIONS

#	DATE	BY	DESCRIPTION	#	DATE	BY	DESCRIPTION
1	02/13/2026	JAC	CHANGES DUE TO CITY COMMENTS				
2	03/16/2026	JAC	CHANGES DUE TO CITY COMMENTS				
3	04/15/2026	JAC	CHANGES DUE TO CITY COMMENTS				
4	05/20/2026	JAC	CHANGES DUE TO CITY COMMENTS				

RIVERVIEW PLAZA
CONCEPTUAL SITE PLAN

SITE PLAN

CITY OF PORT ST. LUCIE, FLORIDA
PREPARED BY: STORYBOOK DEVELOPMENT SERVICES, LLC

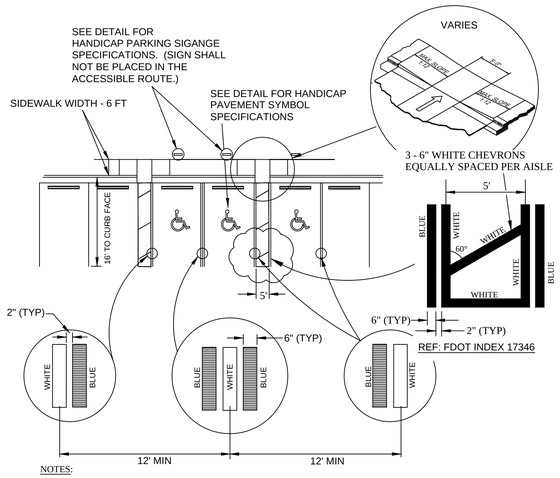
DATE: 05/20/2026
PROJECT NO.:
DRAWN BY: JAC
CHECKED BY: JAC
SCALE: VARIES
SHEET: C-2.0

Accessible Parking Spaces

Accessible parking spaces shall be provided in accordance with the current Florida Accessibility Code, Americans with Disabilities Act and any applicable Fair Housing Act requirements, including the following notes:

1. Any commercial real estate property owner offering parking for the general public shall provide specially designed and marked motor vehicle parking spaces for the exclusive use of physically disabled persons who have been issued parking permits pursuant to state law.

2. All spaces shall have an accessible curb-ramp or curb-cut to allow access to the building served. It shall be located so that users will not be compelled to wheel behind parked vehicles.



NOTES:

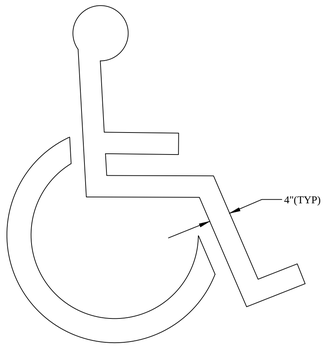
1. EACH ACCESSIBLE PARKING SPACE SHALL BE CONSPICUOUSLY STRIPED IN BLUE PAINT, AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT, ABOVE-GRADE SIGN BEARING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY, AND THE CAPTION "PARKING BY DISABLED PERMIT ONLY". SUCH SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE. ALL DISABLED PARKING SPACES MUST BE SIGNED AND MARKED IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE DEPARTMENT OF TRANSPORTATION.

2. PARKING SPACE WIDTH AND ACCESS AISLES SHALL BE MEASURED FROM CENTER OF WHITE STRIPE TO CENTER OF WHITE STRIPE.

3. WHERE CURBING EXISTS PARALLEL TO STALL, BLUE LINE SHALL BE REQUIRED ADJACENT TO CURB (WHITE LINE WILL NOT BE REQUIRED).

4. CURB RAMPS CONSTRUCTED ON EXISTING SITES OR FACILITIES MAY HAVE SLOPES AND RISES AS ALLOWED IN ADA 4.1.6 (3) (a) IF SPACE LIMITATIONS PROHIBIT THE USE OF A 1:12 SLOPE OR LESS.

TYPICAL PAVEMENT SYMBOL FOR HANDICAP PARKING (N.T.S.)

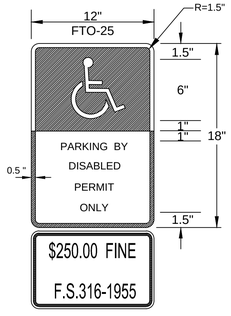


NOTES:

1. SYMBOL SHALL BE 42"x42" OR 48"x48".

2. THIS SYMBOL TO BE WHITE FDOT TRAFFIC RATED PAINT.

TYPICAL HANDICAP PARKING SIGNAGE



NOTES:

1. ALL LETTERS SHALL BE BLACK AND 1" IN HEIGHT AND SPACED 1" APART. LETTERS ARE TO BE SERIES "B" OR "C", PER MUTCD.

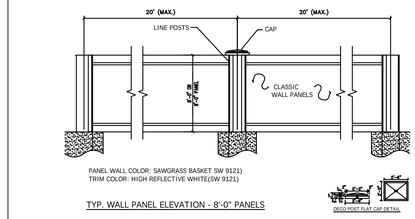
2. TOP PORTION OF SIGN SHALL BE BLUE BACKGROUND WITH WHITE LEGEND AND BORDER.

3. BOTTOM PORTION OF SIGN SHALL BE WHITE BACKGROUND WITH BLACK BORDER.

4. ONE SIGN REQUIRED FOR EACH PARKING SPACE.

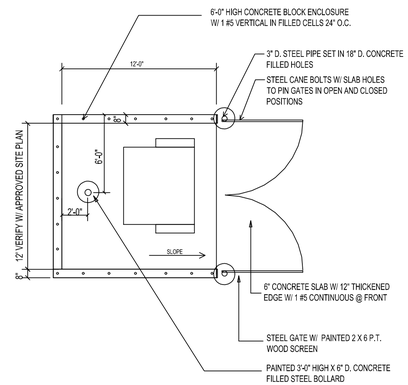
5. THE MINIMUM HEIGHT, MEASURED VERTICALLY FROM THE BOTTOM OF THE ACCESSIBLE SIGN TO THE TOP OF THE CURB, OR IN THE ABSENCE OF CURB, MEASURED VERTICALLY FROM THE BOTTOM OF THE SIGN TO THE ELEVATION OF THE NEAR EDGE OF THE TRAVELED WAY SHALL BE 7 FEET.

6. SIGNS SHALL BE HIGH INTENSITY RETROREFLECTIVE.

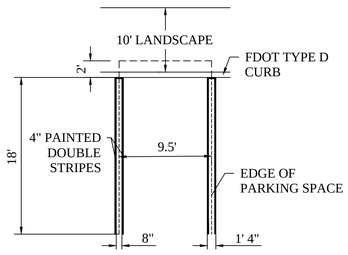


TYP. WALL PANEL ELEVATION - 8'-0" PANELS

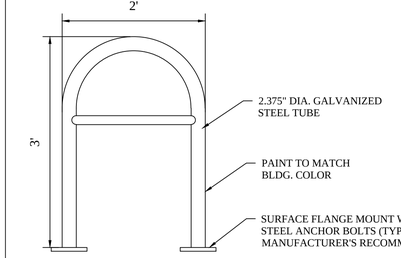
8' CONCRETE WALL DETAIL



DUMPSTER ENCLOSURE DETAIL



TYPICAL 18' PARKING STALL



NOTES:

1. RACKS LOCATED PARALLEL TO A WALL SHOULD BE A MINIMUM OF 36 IN. (0.9 M) FROM THE WALL
2. ASSUMING ACCESS IS NEEDED FROM BOTH SIDES, U-RACKS LOCATED PERPENDICULAR TO A WALL SHOULD BE A MINIMUM OF 48 IN. (1.2 M) FROM THE WALL.
3. RACK UNITS ALIGNED SIDE-BY-SIDE SHOULD BE PLACED A MINIMUM OF 36 IN. (0.9 M) APART.
4. THERE MUST BE A MINIMUM OF SIX (6) BICYCLE PARKING SPOTS.

BIKE RACK DETAIL

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00

STORYBOOK DEVELOPMENT SERVICES, LLC
CERTIFICATE OF AUTHORIZATION NO. 33749
JOSE A. CHAVES
JOSE@STORYBOOKTEAM.COM
321-246-8811

JOSE A. CHAVES STATE OF FLORIDA,
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REVISIONS

#	DATE	BY	DESCRIPTION	#	DATE	BY	DESCRIPTION
1	03/12/2026	JAC	CHANGES DUE TO CITY COMMENTS				

RIVERVIEW PLAZA
CONCEPTUAL SITE PLAN

SITE DETAILS

CITY OF PORT ST. LUCIE, FLORIDA
PREPARED BY: STORYBOOK DEVELOPMENT SERVICES, LLC

DATE:	05/20/2026
PROJECT NO.:	
DRAWN BY:	JAC
CHECKED BY:	JAC
SCALE:	1" = 20'
SHEET:	C-3.0

Special Exception Uses Responses

(A) Please explain how adequate ingress and egress will be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control, and access in case of fire or other emergency.

Ingress and egress will be provided at a single location for this development. The access point will be located along the northeast side of the site, at the project entrance on SW Sultan Drive.

A 26-ft-wide pavement section will provide two-way vehicular access around the building to the ingress/egress point, serving the parking, loading, and lift station areas.

Pedestrian access will be provided via a connection to SW Sultan Drive.

(B) Please explain how adequate off-street parking and loading areas will be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.

Adequate off-street parking and loading areas are provided internally within the site and are appropriately separated from adjoining properties. Parking areas are located around the perimeter and southwest portion of the site and are screened from adjacent properties and public rights-of-way by the required landscape buffers, helping to minimize noise, glare, and visual impacts. The designated on-site loading zone is located along the rear portion of the building, away from public streets. The loading area is further separated and screened from adjoining properties by the dumpster enclosure, internal site circulation, and required landscape buffers, ensuring that loading activities do not create detrimental impacts on surrounding properties.

(C) Please explain how adequate and properly located utilities will be available or will be reasonably provided to serve the proposed development.

The proposed development will connect to the City's existing 6-inch potable water main and 2.5-inch low-pressure sanitary sewer force main located along SW Sultan Drive. The proposed lift station area is dimensioned in accordance with the City's requirements.

(D) Please explain how additional buffering and screening, beyond that which is required by the code, will be provided in order to protect and provide compatibility with adjoining properties.

Additional buffering and screening beyond the minimum requirements are provided through increased building setbacks and overall site layout. While a minimum 25-foot setback is required, the proposed building provides setbacks of approximately 64.5 feet along the north and 169.3 feet along the west, with setbacks exceeding the minimum along the remaining property lines, significantly increasing separation from adjoining properties. Along the west side of the site, a proposed perimeter wall is provided to further separate the development from the adjacent residential property, enhancing visual screening and compatibility. These enhanced setbacks, combined with required landscape buffers and the internal placement of parking and service areas, provide buffering beyond minimum requirements. The building orientation and internal circulation further reduce potential noise, light, and visual impacts, thereby improving compatibility with surrounding properties.

(E) Please explain how signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devises may be required.

Exterior lighting and signage will be designed to avoid light pollution and glare, and in line with the City's Land Development Code and Citywide Design Guidelines.

(F) Please explain how yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

Landscape yards and open spaces were designed to adequately serve the property by providing sufficient exposure to the public ROW, but also screening the proposed development from the adjoining residential uses.

(G) Please explain how the use, as proposed, will be in conformance with all stated provisions and requirements of the City's Land Development Regulation.

No variances or waivers are being requested along with this application.

This special exception use application is specifically centered around how the space can be used. We are requesting to allow for 100% of the space to be used for retail/professional services within the LMD Zoning District, but no other provisions or requirements of the City's Land Development Regulations are intended not to be met by the proposed plan.

(H) Please explain how establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the City.

The establishment and operation of the proposed use will further complement the City's vision for this corridor while acknowledging current market demands. The project as proposed will provide additional space for small business and will improve the convenience of residents and workers in the City by providing additional services within walking distance to existing neighborhoods.

(I) Please explain how the proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

The project is being proposed to benefit from the existing traffic along SW Port St. Lucie Blvd. The project will provide professional services, small restaurants/bakeries, small business retail, and similar other uses to support the local community. This intent will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, as all the activity will be centered along the front of the building which will provide sufficient separation and screening from the residential uses. The low intensity commercial space will operate during regular business hours, with no early openings or late hours anticipated. Additionally, the site was strategically designed to screen waste disposal and sanitary sewer lift station areas from public view. No on-site generators or any other fume generating or noise generating equipment, other than standard for this type of use, are proposed.

(J) Please explain how the use, as proposed for development, will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access, location, light, and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

The proposed use for this development is compatible not only with the existing or permitted uses of adjacent property, but it is compatible with the overall SW Port St. Lucie Blvd corridor. The proposed project will be designed to comply with the City's Land Development Code and Citywide Design Standards to ensure compatibility with light and noise generation. Site access will also be compatible with the surrounding projects by providing one point of access to SW Sultan Dr.

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive or intrusive upon the nearby area and would result in excessive disturbance or nuisance from the use altering the character of neighborhood.

Acknowledged.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

Acknowledged

RIVERVIEW RETAIL CENTER

PREPARED FOR:

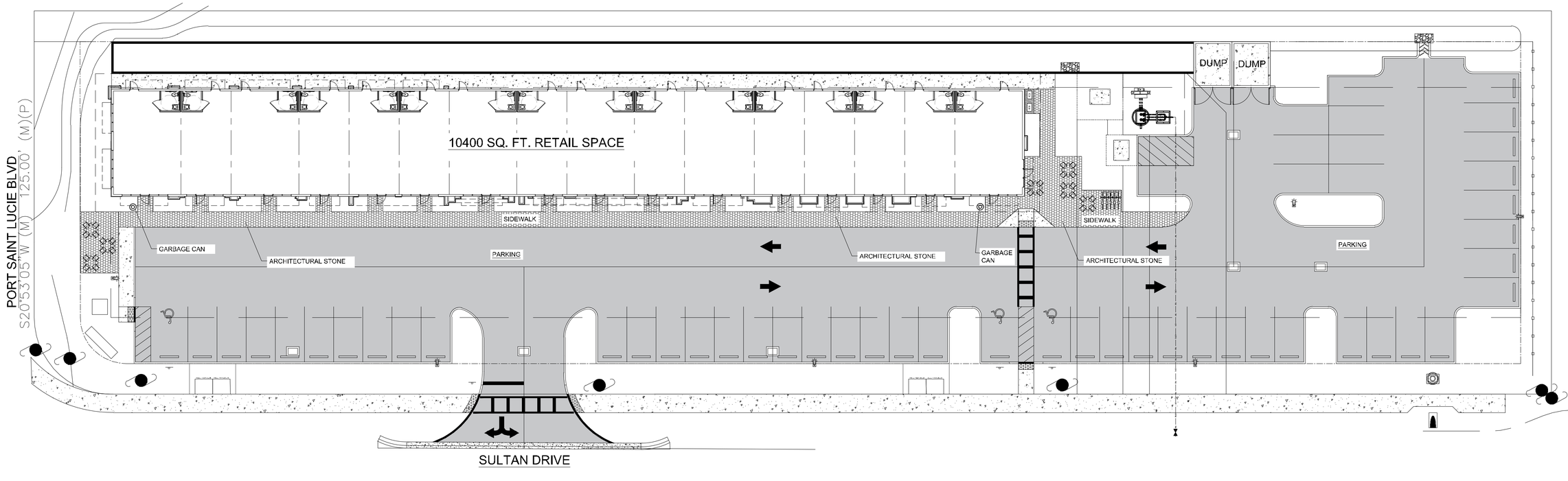
B&B CAPITAL GROUP

PROPERTY ADDRESS: 832 SW SULTAN DRIVE, CITY OF SAINT LUCIE , FLORIDA



SHEET INDEX

CS - COVER SHEET + SITE PLAN
A-1 - OVERALL FLOOR PLAN + ELEVATIONS
A-1.1 - ENLARGED FLOOR PLAN
A-2.0 - ELEVATIONS
A-3.0 - RENDERINGS
A-3.1 - RENDERINGS
A-3.2 - RENDERINGS
A-3.3 - RENDERINGS
A-3.4 - RENDERINGS



DC
design professionals
dcdesigngroupinc@gmail.com
407.738.6520

RIVERVIEW RETAIL CENTER
B&B CAPITAL GROUP
832 SW SULTAN DR.,
CITY OF PORT SAINT LUCIE, FLORIDA

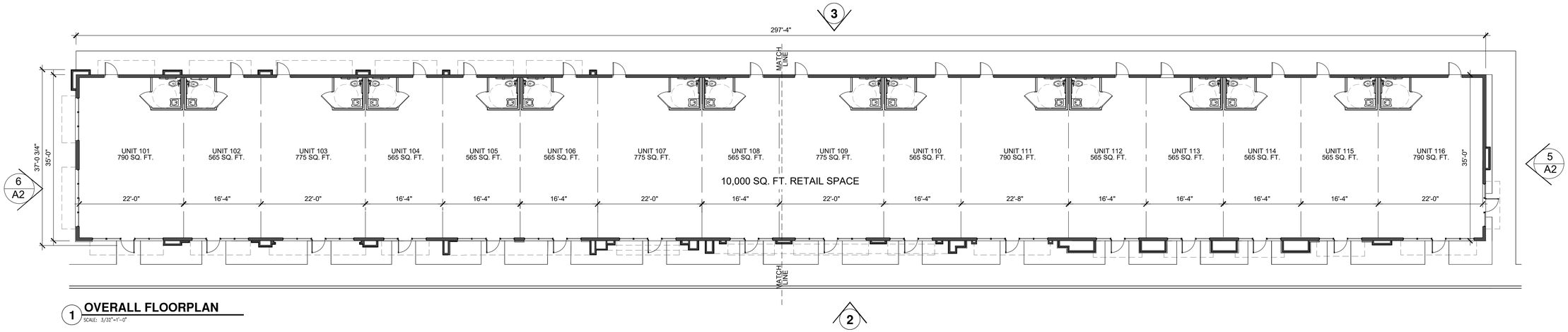
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CHK'D BY:	MT
DATE:	4.17.2026
SCALE:	SEE SHEET

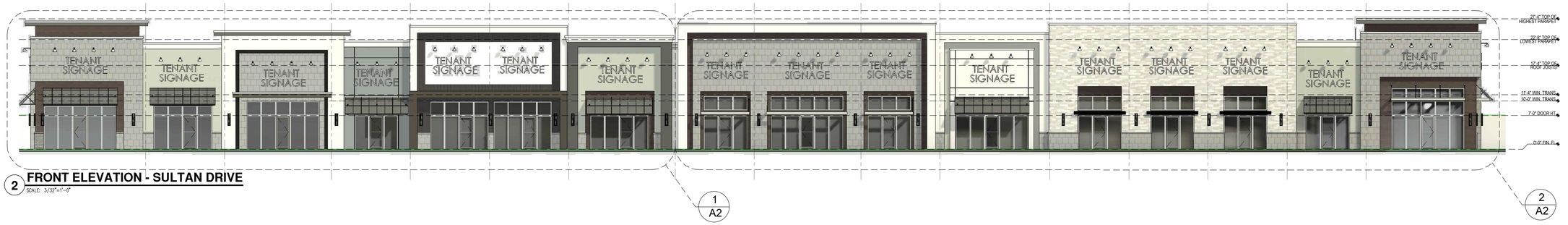
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COVERSHEET
SITE PLOT PLAN

CS

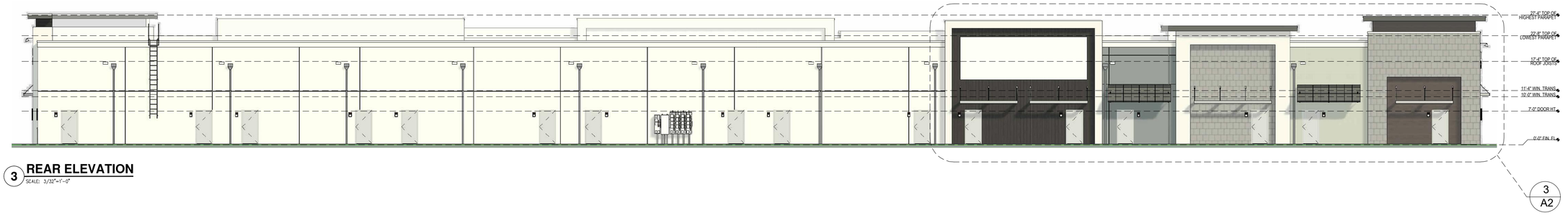
SHEET OF



1 **OVERALL FLOORPLAN**
SCALE: 3/32"=1'-0"



2 **FRONT ELEVATION - SULTAN DRIVE**
SCALE: 3/32"=1'-0"



3 **REAR ELEVATION**
SCALE: 3/32"=1'-0"

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00

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RIVERVIEW RETAIL CENTER

B&B CAPITAL GROUP
832 SW SULTAN DR.,
CITY OF PORT SAINT LUCIE, FLORIDA

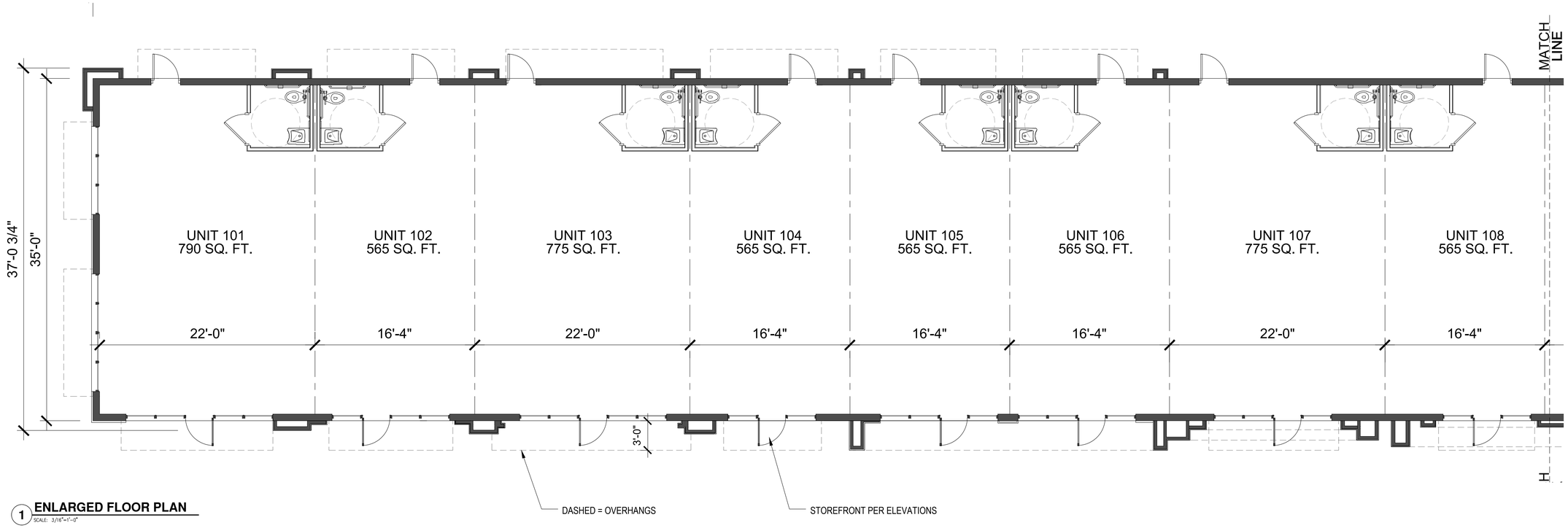
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CHK'D BY:	MT
DATE:	3.16.2026
SCALE:	SEE SHEET

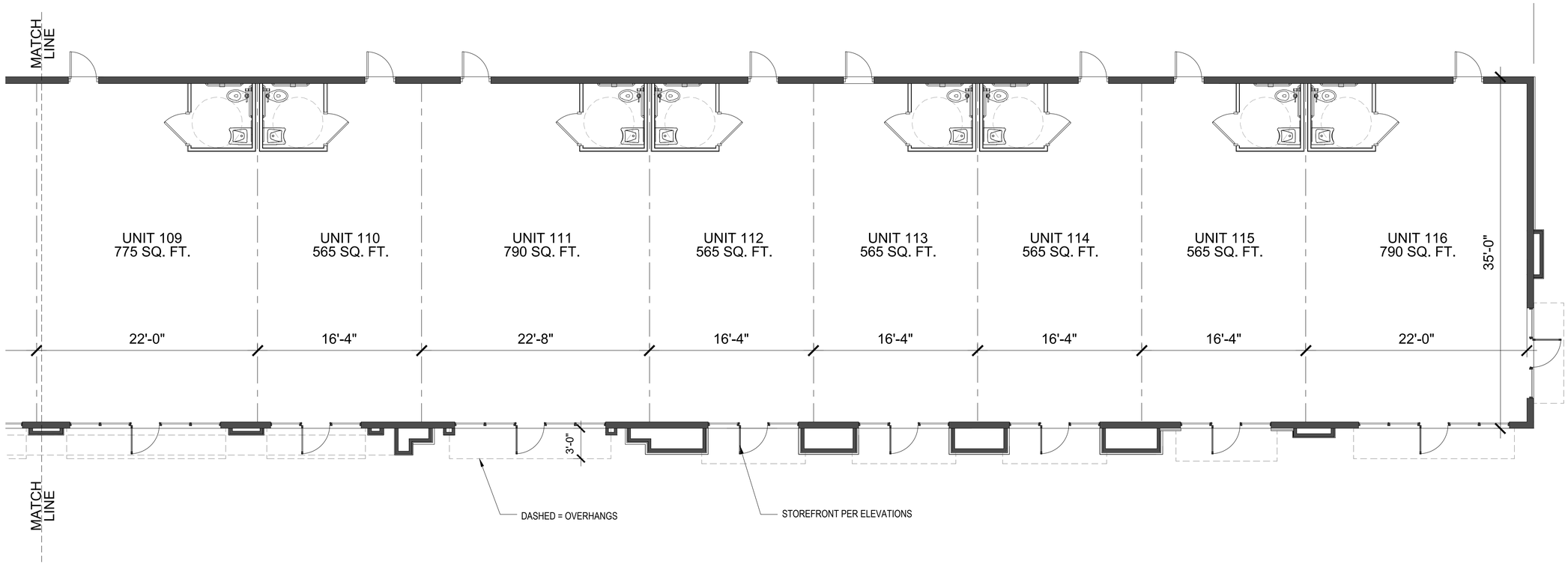
SHEET TITLE:
OVERALL
FLOOR PLAN/ ELEVATIONS

A-1

SHEET OF



1 **ENLARGED FLOOR PLAN**
SCALE: 3/16"=1'-0"



PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00

DC
design professionals
dcdesigngroupinc@gmail.com
407.738.6520

RIVERVIEW RETAIL CENTER

B&B CAPITAL GROUP
832 SW SULTAN DR.,
CITY OF PORT SAINT LUCIE, FLORIDA

REV	DATE	DESCRIPTION

PROJECT NO:	18094
DRAWN BY:	DWC
CHK'D BY:	MT
DATE:	1.7.2026
SCALE:	SEE SHEET

SHEET TITLE:
ENLARGED FLOOR PLAN
+ RENDERING

A-1.1

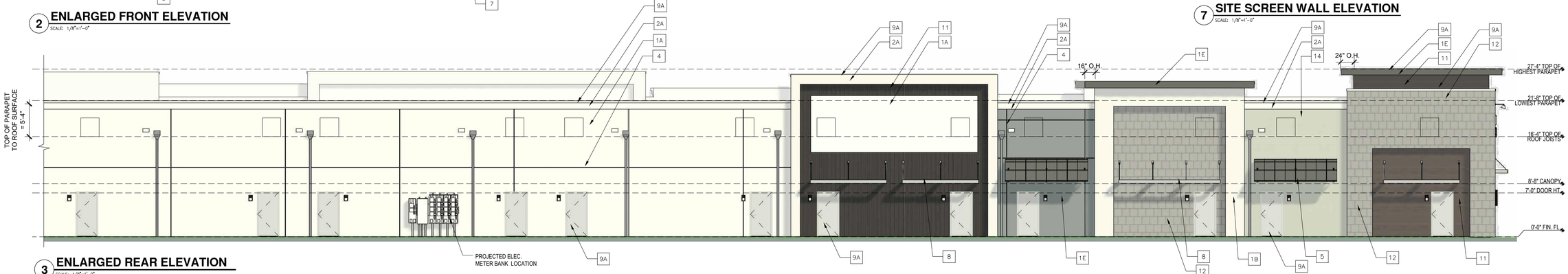
SHEET OF



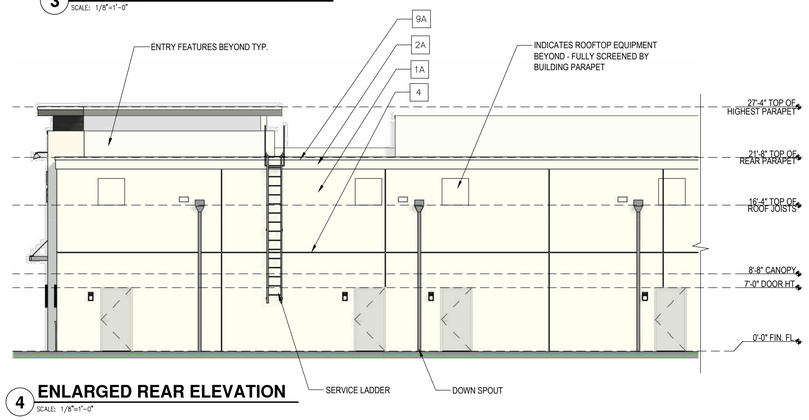
1 ENLARGED FRONT ELEVATION
SCALE: 1/8"=1'-0"



2 ENLARGED FRONT ELEVATION
SCALE: 1/8"=1'-0"



3 ENLARGED REAR ELEVATION
SCALE: 1/8"=1'-0"



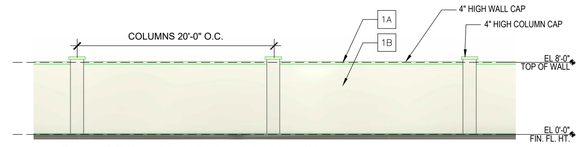
4 ENLARGED REAR ELEVATION
SCALE: 1/8"=1'-0"



5 ENLARGED SIDE ELEVATION
SCALE: 1/8"=1'-0"



6 ENLARGED SIDE ELEVATION
SCALE: 1/8"=1'-0"



7 SITE SCREEN WALL ELEVATION
SCALE: 1/8"=1'-0"

SLOPED AWNING CALCUALITONS	
BUILDING LENGTHS	
FRONT ELEVATION= 300'-0"	
SIDE ELEVATIONS = 37'-0"	
REAR ELEVATION = 300'-0"	
FRONT ELEVATION AWNING TOTAL LENGTH	= 82'-0" = 27.33%
SIDE ELEVATION (SAINT LUCIE BLVD LENGTH)	= 24'-0" = 64%
SIDE ELEVATION (PARKING)	= 10'-0" = 27%

MATERIAL SCHEDULE

MK	Material	Finish
1	CEMENT PLASTER	LIGHT KNOCK-DOWN FINISH
2	EIFS DECORATIVE CORNICE	SMOOTH FINISH - PAINT
3	WOOD	PAINT
4	DECORATIVE SCORE LINES	1-1/2" PVC SCREED - PAINT SAME COLOR AS WALL
5	SLOPED METAL CANOPIES	MATCH BLACK
6	ARCHITECTURAL LIGHT FIXTURE	CLEAR ANODIZED FINISH
7	ALUM & GLASS STOREFRONT	DARK BRONZE ALUM. FRAME / GLASS - GRAY TINT
8	METAL CANOPIES	PRE-FINISHED ALUM. CANOPY - MATCH DARK GRAY
9	METAL	PAINT
10	TILE 1	NICHIHA SIMULATED BRICK TILE
11	TILE 2	NICHIHA SIMULATED WOOD TILE
12	TILE 3	NICHIHA CONCRETE BOARD
13	STONE VENEER	NATURAL STONE
14	GOOSENECK LIGHT	CLEAR ANODIZED FINISH
15	STONE VENEER 2	NATURAL STONE

			BUILDING FRONT ELEVATION = 7500 SQ. FT.	BUILDING SIDE ELEV. = 1100 SQ. FT.	BUILDING SIDE ELEV. = 1050 SQ. FT.	BUILDING REAR ELEV. = 6800 SQ. FT.
A	SHERWIN WILLIAMS MAX 100%	SW 7005 "PURE WHITE"				
B	SHERWIN WILLIAMS MAX 100%	SW 9166 "DRIFT OF MIST"				
C	SHERWIN WILLIAMS MAX 100%	SW 9018 "DOVETAIL"				
D	SHERWIN WILLIAMS MAX 5%	SW 6990 "CAVIAR"	FRONT = 165 SQ. FT. = .022%	SIDE = 0 SQ. FT. = 0%	SIDE = 0 SQ. FT. = 0%	REAR = 0 SQ. FT. = 0%
E	SHERWIN WILLIAMS MAX 5%	SW 0048 "BUNGLEHUOUSE BLUE"	FRONT = 80 SQ. FT. = .009%	SIDE = 40 SQ. FT. = .04%	SIDE = 17 SQ. FT. = .017%	REAR = 62 SQ. FT. = .01%
F	SHERWIN WILLIAMS MAX 100%	SW 2849 "WESTCHESTER GRAY"				
G	SHERWIN WILLIAMS MAX 20%	SW 6011 "CHINCHILLA"				

BUILDING DESIGN STANDARDS

	ITEM		COMMENT
	HORIZONTAL / VERTICAL ARTICULATION	PROVIDED	5' MIN. HORIZONTAL, 2' MIN. VERTICAL
	SLOPED ROOF ELEMENT	PROVIDED	15% OF FACADE - SLOPED ALUMINUM CANOPIES OVER CENTRAL RETAIL BAYS
	CORNICE ELEMENTS	PROVIDED	ARTICULATED PARAPETS
	ARCHITECTURAL ELEMENTS		
a.	STACKED STONE / HORIZONTAL WOOD LOOK TILE	PROVIDED	85% FRONT FACADE
b.	CANOPY / AWNING	PROVIDED	SUSPENDED ALUM. CANOPIES FLAT/ SLOPED PROVIDED OVER TENANT ENTRANCES
c.	EXPRESS LINES	PROVIDED	EXPRESSION LINES THAT COVER AT LEAST 30% OF ONE SIDE OF BUILDING FACE. ½" DEEP AND ½" WIDE
d.	VERTICAL RECTANGLE WINDOWS	PROVIDED	AT LEAST 50% OF THE BUILDING FACE
e.	DISPLAY WINDOWS	PROVIDED	AL/GL STOREFRONT DISPLAY WINDOWS PROVIDED AT EA. TENANT BAY
f.	STONE PAVERS	PROVIDED	SEE SITE PLAN FOR LOCATION AND QUANTITY

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00

DC
design professionals
dcdesigngroupinc@gmail.com
407.738.6520

RIVERVIEW RETAIL CENTER

B&B CAPITAL GROUP
832 SW SULTAN DR.,
CITY OF PORT SAINT LUCIE, FLORIDA

REV	DATE	DESCRIPTION

PROJECT NO:	18094
DRAWN BY:	DWC
CHK'D BY:	MT
DATE:	3.16.2026
SCALE:	SEE SHEET

SHEET TITLE:
ELEVATIONS

A-2

SHEET OF



SIDE ELEVATION - PORT SINT LUCIE BLVD
SCALE: NTS



FRONT ELEVATION - PARKING LOT
SCALE: NTS



SIDE ELEVATION - PORT SINT LUCIE BLVD
SCALE: NTS



FRONT ELEVATION - PARKING LOT
SCALE: NTS



SIDE ELEVATION - PORT SINT LUCIE BLVD
SCALE: NTS



FRONT ELEVATION - PARKING LOT
SCALE: NTS

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CITY OF PORT SAINT LUCIE, FLORIDA

REV	DATE	DESCRIPTION

PROJECT NO:	18094
DRAWN BY:	DWC
CHK'D BY:	MT
DATE:	3.16.2026
SCALE:	SEE SHEET

SHEET TITLE:
RENDERINGS

A-3.0

SHEET OF

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00



FRONT ELEVATION - PARKING LOT
SCALE: NTS



FRONT ELEVATION - PARKING LOT
SCALE: NTS



REAR ELEVATION - PORT SAINT LUCIE BLVD
SCALE: NTS

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dcdesigngroupinc@gmail.com
407.738.6520

RIVERVIEW RETAIL CENTER

B&B CAPITAL GROUP
832 SW SULTAN DR.,
CITY OF PORT SAINT LUCIE, FLORIDA

REV	DATE	DESCRIPTION

PROJECT NO:	18094
DRAWN BY:	DWC
CHK'D BY:	MT
DATE:	3.16.2026
SCALE:	SEE SHEET

SHEET TITLE:
RENDERINGS

A-3.1

SHEET OF

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00



FRONT ELEVATION - PARKING LOT

SCALE: NTS



FRONT ELEVATION - PARKING LOT

SCALE: NTS

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00

DC
design professionals
dcdesigngroupinc@gmail.com
407.738.6520

RIVERVIEW RETAIL CENTER

B&B CAPITAL GROUP
832 SW SULTAN DR.,
CITY OF PORT SAINT LUCIE, FLORIDA

REV	DATE	DESCRIPTION

PROJECT NO:	18094
DRAWN BY:	DWC
CHK'D BY:	MT
DATE:	3.16.2026
SCALE:	SEE SHEET

SHEET TITLE:
RENDERINGS

A-3.2

SHEET OF



FRONT ELEVATION - PARKING LOT
SCALE: NTS



FRONT ELEVATION - PARKING LOT
SCALE: NTS

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00

DC
design professionals
dcdesigngroupinc@gmail.com
407.738.6520

RIVERVIEW RETAIL CENTER

B&B CAPITAL GROUP
832 SW SULTAN DR.,
CITY OF PORT SAINT LUCIE, FLORIDA

REV	DATE	DESCRIPTION

PROJECT NO:	18094
DRAWN BY:	DWC
CHK'D BY:	MT
DATE:	3.16.2026
SCALE:	SEE SHEET

SHEET TITLE:
RENDERINGS

A-3.3

SHEET OF



FRONT ELEVATION - SULTAN DRIVE

SCALE: NTS



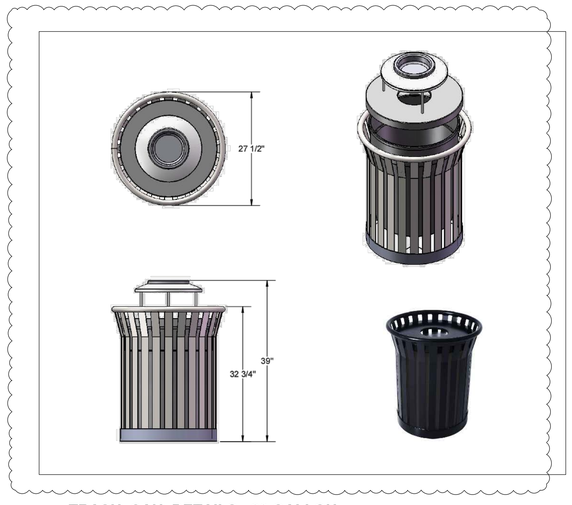
FRONT ELEVATION - SULTAN DRIVE

SCALE: NTS



REAR ELEVATION - PARKING LOT

SCALE: NTS



TRASH CAN DETAILS - 32 GALLON

SCALE: NTS

DC
design professionals
dcdesigngroupinc@gmail.com
407.738.6520

RIVERVIEW RETAIL CENTER

B&B CAPITAL GROUP
832 SW SULTAN DR.,
CITY OF PORT SAINT LUCIE, FLORIDA

REV	DATE	DESCRIPTION

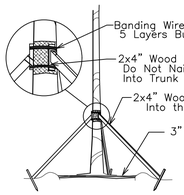
PROJECT NO:	18094
DRAWN BY:	DWC
CHK'D BY:	MT
DATE:	3.16.2026
SCALE:	SEE SHEET

SHEET TITLE:
OVERALL RENDERINGS

A-3.4

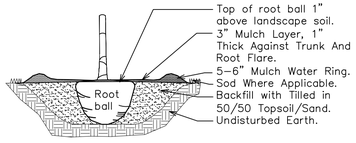
SHEET OF

PROJECT N°: P26-006
LMD REZONE PROJ. N°: P26-003
SEU PROJ. N°: P26-004
PSLUSD PROJ. N°: 11-725-00



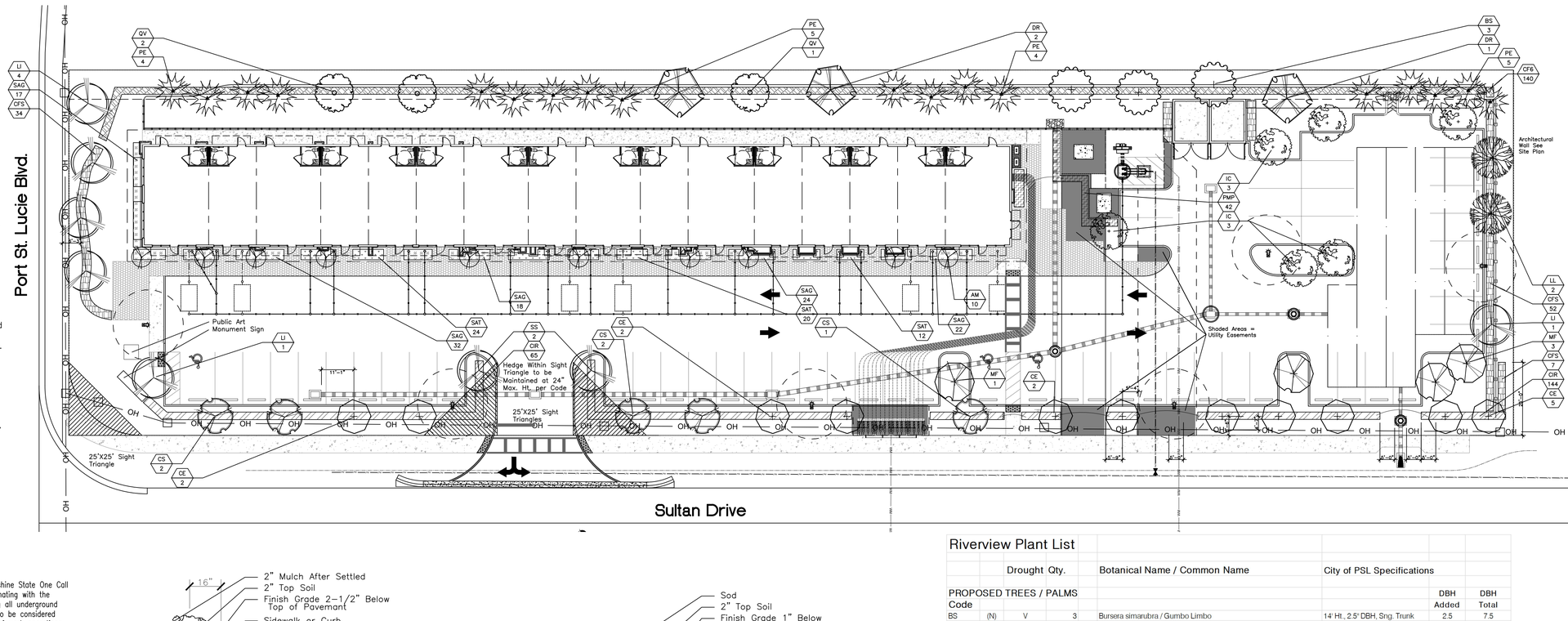
TREE/PALM BRACING DETAIL

NTS



TREE/PALM PLANTING DETAIL

NTS

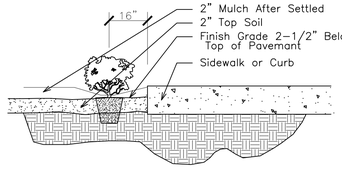


GENERAL LANDSCAPE NOTES

- The plan takes precedence over the plant list.
- 2 Full business days before digging, call toll free 1-800-432-4770 Sunshine State One Call of Florida, Inc. Notification Center. Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation. All existing utilities shown on the plans are to be considered approximate and should be verified by the contractor prior to the start of work operations.
- General site and berm grading to +/– 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.
- All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.
- All plant material furnished by the landscape contractor shall be Florida #1 or better as established by Grades and Standards for Florida Nursery Trees and Plants.
- All trees designated as single trunk shall have a single, relatively straight, dominant leader, proper structural branching and even branch distribution. Trees with bark inclusion, tipped branches, and co-dominant trunks will not be accepted. Trees with girdling, circling and/or plunging roots will be rejected.
- All planting beds shall be free of all rocks ½" or larger, sticks, and all objectionable non-native material including weeds, weed seeds. All limerock, road rock, asphalt shall be removed/cleaned down to the native soils. Planting soil 50/50 sand/topsoil mix shall be delivered to the site in a clean loose and friable condition and is required around the root ball of all trees and palms, the top 6" of all shrubs and ground cover beds and top 2" of all sodded areas. This soil shall be tilled into the existing soil after the existing soil has been cleaned of all rocks, concrete, asphalt, limestone and sticks. Recycled compost is encouraged as a soil amendment alternative.
- All burlap, string, cords, wire baskets, plastic or metal containers shall be removed from the rootballs before planting. Remove all bamboo and metal nursery stakes. Remove all tagging tape.
- All trees/palms shall be planted so the top of the root ball, root flair are slightly above final grade. Shrub material shall be planted such that the top of the plant ball is flush with the surrounding grade. It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.
- All trees/palms shall be staked using biodegradable material. No wire, black strapping, or other synthetic material shall be used. Nailing into trees and palms for any reason is prohibited and the material will be rejected. Please refer to the planting details
- All landscape and lawn areas are irrigated by an existing fully automatic sprinkler system with a minimum 100% coverage with all heads adjusted to 50% overlap. One bubbler shall be provided for each tree. The system is operational with a rain sensor and rust inhibitor.
- No fertilizers are required.
- All landscape areas shall be covered with a 3" layer of Melaleuca mulch or Florimulch when settled. Spread mulch to 1" thickness 3" away from the trunks/stems of all plant material. All trees in sodded areas shall have a clean cut 4' diameter mulch ring. The 5–6" height water ring shall be made from mulch, not soil. Certain areas may receive a thicker mulch cover where noted on plans. Cypress, red, gold and green mulch is prohibited.
- All open areas not covered by trees, palms, shrubs, vines or ground covers shall receive Stenotaphrum secundatum, St. Augustine 'Palmetto' sod, whether labeled on the plans or not, unless a different species is indicated on the planting plan. All noted s.f. shall be approximate; it is the contractor's responsibility to do his or her take off and sod all open areas. It shall be the responsibility of the contractor to include in the bid, the repair of any existing sod which may be damaged during construction.
- Please refer to the planting details for a graphic representation of the above notes.
- All ideas, designs and plans indicated or represented by this drawing are owned by and are the exclusive property of Thomas L White, ASLA–ISA.
- All plant material as included herein shall be warranted by the landscape contractor for a minimum period as follows: All trees and palms for 12 months, all shrubs, vines, groundcovers and miscellaneous planting materials for 90 days, and all lawn areas for 60 days after final acceptance by the owner or owner's representative.
- A min. 5 feet horizontal clearance / horizontal separation is required between city utilities infrastructure and proposed small trees and 10 foot separation from large trees.

Port St. Lucie USD Landscape Notes

- No landscaping shall be planted in a manner that would 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.
- All landscaping within City utility easements shall comply with PSLUSD technical specifications, policies, and codes.
- Trees shall not be planted within ten (10) feet of any PSLUSD underground infrastructure.
- No landscaping other than sod grasses shall be located within 5' of a PSLUSD appurtenance such as a water meter assembly, backflow device, fire hydrant or sewer cleanout, etc.

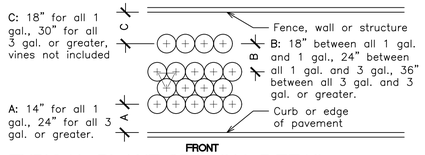


SHRUB INSTALLATION DETAIL

NTS

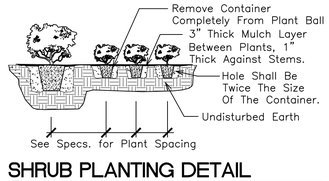
SOD INSTALLATION DETAIL

NTS



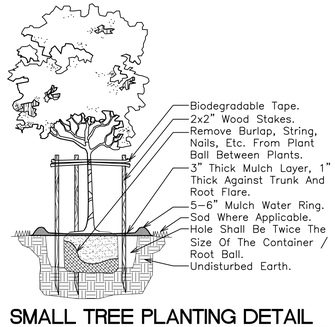
TYPICAL PLANT SPACING DETAIL

NTS



SHRUB PLANTING DETAIL

NTS



SMALL TREE PLANTING DETAIL

NTS

CITY OF PORT ST. LUCIE PLANTING CALCULATIONS

			Required	Provided
Section 154.03(C)				
1.	**Perimeter**: One Tree per 30 LF of ROW or Abutting Property			
	North, East and West Perimeter			
	718 LF	744' minus 26' Entry Drive	24	24
	Continuous Hedge		Contd. Hedge	Contd. Hedge
2.	**Building North, East and West Facade**: One Tree or Palm per 30 LF			
	281 LF	367' minus 86' of Sidewalks	9	9
	Continuous Hedge		Contd. Hedge	Contd. Hedge
3.	**VUA: One Tree per 30 LF**			
	486 LF	512' minus 26' Entry Drive	16	16
4.	**Parking Lot Interior: One Tree per Island**			
	8	Islands	8	8
		TOTAL	58	58
Section 154.04©.8.				
	Tree Species Mix		5	11

Riverview Plant List

		Drought	Qty.	Botanical Name / Common Name	City of PSL Specifications		
PROPOSED TREES / PALMS						DBH	DBH
Code						Added	Total
BS	(N)	V	3	Bursera simarubra / Gumbo Limbo	14' Ht., 2.5" DBH, Sng. Trunk	2.5	7.5
CE	(N)	V	11	Conocarpus erectus sericeus / Silver Buttonwood	12' Ht., 2" DBH, Sng. Trunk	2	22
CS	(N)	V	5	Cordia sebestena / Orange Geiger	12' Ht., 2" DBH, Sng. Trunk	2	10
DR		V	3	Delonix regia / Royal Poinciana	14' Ht., 2.5" DBH, Sng. Trunk	2.5	7.5
IC	(N)	V	6	Ilex cassine / Dahoon Holly	12' Ht., 2" DBH, Sng. Trunk	2	12
LI		V	6	Lagerstroemia indica / Crape Myrtle	12' Ht., 2" DBH, Sng. Trunk	2	12
LL	(N)	V	2	Lysiloma latisiliquum / Tamarind	12' Ht., 2" DBH, Sng. Trunk	2	4
MF	(N)	V	4	Myrcianthes fragrans / Simpson Stopper	12' Ht., 2" DBH, Sng. Trunk	2	8
PE	(N)	V	18	Pinus elliottii / Slash Pine	14' Ht., 2.5" DBH, Sng. Trunk	2.5	45
QV	(N)	V	3	Quercus virginiana / Live Oak	14' Ht., 2.5" DBH, Sng. Trunk	2.5	7.5
SS		V	2	Senna surattensis / Glaucous Cassia	12' Ht., 2" DBH, Sng. Trunk	2	4
			63	**Total Proposed Trees / Palms**	**Total DBH Added**		**139.5**
			52	**Native Trees**	**Total DBH Removed**		**966**
			83%	**Native Trees**	**DBH Deficiency**		**827**
			63	**Total Proposed Trees**			
			16	**Total Flowering Trees (Cordia, Delonix, Lagerstroemia, Senna)**			
			25%	**Total Flowering Trees**			
PROPOSED BUILDING FAÇADE PALMS							
AM		V	10	Adonidia merrillii / Christmas Palm	6' CT Min.		
			73	**Total Proposed Trees & Building Façade Palms**	**PalmsAdded**		**10**
			10	**Total Palms**	**PalmsRemoved**		**101**
			14%	**Total Palms**	**PalmsDeficiency**		**91**
PROPOSED HEDGES / SHRUUBS							
CF6	(N)	V	140	Clusia flava / Small Leaf Clusia	6'x 36-42", 42" OC		
CFS	(N)	V	93	Clusia flava / Small Leaf Clusia	24'x 18", 24" OC		
CIR	(N)	V	209	Chrysobalanus icaco / 'Red Tip' Cocoplum	24'x 18", 24" OC		
PMP		V	42	Podocarpus macrophyllus / Podocarpus	24'x 12-15", 24" OC		
SAG		V	113	Schefflera arboricola / Green Dwarf Schefflera	24'x 18", 24" OC		
SAT		V	56	Schefflera arboricola 'Trinette' / Variegated Arboricola	24'x 18", 24" OC		
			513	**Total Shrubs**			
			302	**Native Shrubs**			
			59%	**Native Shrubs**			
SOD							
Sod		M	By GC	S.F. Stenotaphrum secundatum / St. Augustine 'Palmetto'	Solid application - no gaps		
		V		Very Drought Tolerant			
		M		Medium Drought Tolerant			
		(N)		Florida Native Species			

Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!

Eduardo L Carcache

Digitally signed by Eduardo L Carcache
Date: 2026.04.29 12:39:15 -04'00'

THOMAS WHITE, ASLA–ISA
LANDSCAPE ARCHITECT, LEED GREEN ASSOCIATE, CERTIFIED ARBORIST
tcawhite@bellsouth.net
954-253-2265

REVISIONS

2–11–2026: New Site Entrance.
3–17–2026: Additional Site & Engineering Revisions.
3–17–2026: Additional Engineering Revisions.
4–20–2026: Additional Engineering Revisions.
4–30–2026: Additional Engineering Revisions.
5–12–2026: Per City Comments.
5–20–2026: Seating Areas Removed Per City Comments.

Landscape Permit Plan

Riverview Retail Center

832 SW Sultan Drive
Port St. Lucie, Florida

DRAWN: TW
CHECKED: TW
DATE: 1-6-2025
SCALE: 1"=20'

Sheet No.
L-2
Sheet 2 Of 3

CITY OF PORT ST. LUCIE
HEART OF THE TREASURE COAST

MEMORANDUM

TO: Marissa Da Breo-Latchman - Planner II, Planning & Zoning

THRU: Clyde Cuffy, P.E. – Regulatory Division Director, Public Works CC

FROM: Evan Delgado – Project Coordinator, Public Works EJD

DATE: May 18, 2026

SUBJECT: P26-004 & P26-006 Riverview Plaza SEU / Site Plan
Traffic Generation, Stacking & Circulation Approval

This application and Traffic Report prepared by MacKenzie Engineering & Planning, Inc. dated March 16, 2026 has been reviewed by the Public Works Department and the transportation elements of the project were found to be in compliance with the adopted level of service and requirements of Chapter 156 of City Code, and Public Works Policy 19-01pwd.

The proposed project is anticipated to generate 669 Average Daily, 56 AM Peak Hour and 78 PM Peak Hour driveway trips.

FOR SPECIAL EXCEPTION USE 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 being scheduled for the Site Plan Review Committee meeting or advertising for the Planning and Zoning Board meeting. **Attach two copies of proof of ownership (e.g., warranty deed, affidavit), lease agreement (where applicable), approved Concept Plan or Approved Site Plan, and a statement addressing each of the attached criteria.**

PRIMARY CONTACT EMAIL ADDRESS: jose@storybookteam.com

PROPERTY OWNER:

Name: Rossell, LLC.

Address: 451 SW Bethany Dr., Suite 202, Port St. Lucie, FL 34986

Telephone No.: (772) 236-4009 Email napfelbaum@amlawfl.com

APPLICANT (IF OTHER THAN OWNER, ATTACH AUTHORIZATION TO ACT AS AGENT):

Name: Storybook Development Services, LLC.

Address: 5931 Brick Court, Suite 168, Winter Park, FL 32792

Telephone No.: 321-246-8811 Email Jose@StoryBookTeam.com

SUBJECT PROPERTY:

Legal Description: Port St. Lucie-Section 12 (PB 12-55) BLK 1291 Lots 28 through 33

Parcel I.D Number: 3420-555-1059-000-9, 3420-555-1060-000-9, 3420-555-1061-000-6, 3420-555-1062-000-3, 3420-555-1063-000-0, 3420-555-1064-000-7

Address: 832 SW Sultan Drive, Port St. Lucie FL 34953 Bays: _____

Development Name: RIVERVIEW PLAZA (Attach Sketch and/or Survey)

Gross Leasable Area (sq. ft.): 10,500 sf Assembly Area (sq. ft.): 10,500 sf

Current Zoning Classification: LMD SEU Requested: yes

Please state, as detailed as possible, reasons for requesting proposed SEU (continue on separate sheet, if necessary):

The request with this application is to allow use for restaurant, retail, professional and/or personal service uses conducted wholly within an enclosed building including the retail sales of beer and wine for off and incidental on premises consumption in accordance with Chapter 110, but not including convenience / gas sales. These uses shall exceed fifty percent (50%) of the building gross floor area and exceed 5,000 square feet.

Jose A Chaves — JOSE CHAVES — 01/06/2026

Signature of Applicant | Hand Print Name | 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.

02/26/20

SPECIAL EXCEPTION USES

The Planning and Zoning Board, and Zoning Administrator, may authorize the special exception use from the provisions of § 158.260. In order to authorize any special exception use from the terms of this chapter, the Planning and Zoning Board, or Zoning Administrator, will consider the special exception criteria in § 158.260 and consider your responses to the following when making a determination.

(A) Please explain how adequate ingress and egress will be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control, and access in case of fire or other emergency.

see letter attached

(B) Please explain how adequate off-street parking and loading areas will be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.

see letter attached

(C) Please explain how adequate and properly located utilities will be available or will be reasonably provided to serve the proposed development.

see letter attached

(D) Please explain how additional buffering and screening, beyond that which is required by the code, will be required in order to protect and provide compatibility with adjoining properties.

see letter attached

(E) Please explain how signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

see letter attached

(F) Please explain how yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

see letter attached

(G) Please explain how the use, as proposed, will be in conformance with all stated provisions and requirements of the City's Land Development Regulation.

see letter attached

(H) Please explain how establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the city.

see letter attached

(I) Please explain how the proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

see letter attached

(J) Please explain how the use, as proposed for development, will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access, location, light and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

see letter attached

Jose A Chaves

Signature of Applicant | Hand Print Name | Date

PLEASE NOTE:

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive or intrusive upon the nearby area and would result in excessive disturbance or nuisance from the use altering the character of neighborhood.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

§ 158.260 REQUIREMENTS AND APPROVAL

Special Exceptions are uses that would only be allowed under certain conditions and are required to be compatible with the existing neighborhood. It is expected that any such approval be implemented in a timely manner to ensure the use is established under the physical conditions of the area in place when approved. Therefore, Special Exception Uses shall expire after one year on the date of approval unless the applicant has received final site plan approval, or if a site plan is not required, the appropriate permits to allow development of the use to continue as approved.

Approval of a special exception application shall be granted by the City Council only upon a finding that:

(A) Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control, and access in case of fire or other emergency.

(B) Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.

(C) Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.

(D) Adequate screening or buffering. Additional buffering beyond that which is required by the code may be required in order to protect and provide compatibility with adjoining properties.

(E) Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

(F) Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

(G) The use as proposed will be in conformance with all stated provisions and requirements of this chapter.

(H) Establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the city.

(I) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

(J) The use as proposed for development will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access, location, light and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive or intrusive upon the nearby area and would result in excessive disturbance or nuisance from the use altering the character of neighborhood.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

CONCEPT PLAN SUFFICIENCY CHECKLIST

Revised September, 2013

Project Name: RIVERVIEW PLAZA

Project Number: P _____ New Submittal _____ or Resubmittal_____ (Check One)

Applicant should submit the concept plan package to Planning & Zoning Department with all items listed below to initiate the review process. Other drawings or information may be required, if deemed necessary, upon review of the submittal for the Site Plan Review Committee Meeting.

The Applicant should complete the Project Information, Applicant Checklist and Applicant Certification. Use the following to complete the checklist: ✓ *= Provided* *X = Incomplete or Missing* *NA = Not Applicable*

Applicant Checklist	*Description of Item Provided*	*Sufficient* P&Z	*Sufficient* Eng.	*Sufficient* Utility
✓	**Sufficiency Checklist**: One original completed and signed by applicant.			
	2 CD's with all application materials			
✓	**Cover Letter:** Sixteen copies of a typed letter explaining the purpose and history of the application.			
	Written Response to Comments: Sixteen copies. For resubmittals only.			
✓	**Completed Application:** Sixteen copies. Use black ink or type to fill out completely and legibly.			
✓	**Owner's Authorization**: Sixteen copies of authorization on Owner's letterhead.			
✓	**Application Fees**: Refer to each department's fee schedule.			
✓	**Proof of Ownership:**			
✓	Three copies of the recorded deed(s) for each parcel with the exact same name for each parcel or…			
✓	…Unity of Title			
	PUD/MPUD Document and Concept Plan (Sections 158.170 – 158.175 of the Zoning Code):			
	Sixteen sets of 11" x 17" concept plans			
	Show traffic access points			
	Show drainage discharge locations			
	Show proposed water and sewer connection points			
	Evidence of unified control and binding PUD agreement			
	Density statement			
	Proposed zoning district regulations			
	LMD Rezoning and Concept Plan (Section 158.155(M) of the Zoning Code):			
	Sixteen sets of 11" x 17" concept plans			
✓	Show traffic access points			
✓	Show drainage discharge locations			
✓	Show proposed water and sewer connection points			
✓	Evidence of unified control and development agreement			
✓	Preliminary building elevations			
✓	Landscape Plan			
	SEU Concept Plan:			
✓	Sixteen sets of 11" x 17" plans – either approved site plan or proposed concept plan			

CONCEPT PLAN SUFFICIENCY CHECKLIST
Revised September, 2013

Project Name: RIVERVIEW PLAZA

Project Number: P _____ New Submittal _____ or Resubmittal_____ (Check One)

Applicant Certification

I, JOSE CHAVES *(Print or type name)*, do hereby certify that the information checked above has been provided to the City of Port St Lucie for the subject project. I understand that the checklist is used to determine if the submittal is complete so that the project can be added to the Site Plan Review Agenda. I further understand that review of the submittal contents will not be made at this time and that a sufficient submittal does not exempt a project from being tabled or denied at the Site Plan Review Committee.

Jose A Chaves 01/06/2026

(Signature of Applicant) *(Date)*

Planning and Zoning Department Representative

I, _____ (*Print name)*, as a representative of the Planning and Zoning Department, find that this submittal is **Sufficient / Non-Sufficient** based upon my review on _____ *(date)*. *Additional Comments:*

_____

(Signature of Planning and Zoning Department Representative) *(Date)*

Engineering Department Representative

I, _____ (*Clearly print or type name)*, as a representative of the Engineering Department, find that this submittal is **Sufficient / Non-Sufficient** based upon my review on _____ *(date)*. *Additional Comments*:

_____

(Signature of Engineering Department Representative) *(Date)*

Utilities System Department

I, _____ (*Clearly print or type name)*, as a representative of the Utilities System Department, find that this submittal is **Sufficient / Non-Sufficient** based upon my review on _____ *(date)* *Additional Comments:*

_____

(Signature of Utility System Department Representative) *(Date)*

Rossell, LLC

451 SW Bethany Dr. Ste 202
Port St. Lucie, FL 34986-16964

OWNER AUTHORIZATION

Re: Riverview Plaza Development – 802, 808, 814, 820, 826, and 832 SW Sultan Dr. Port St. Lucie Florida
Parcel ID: 3420-555-1064-000-7, 3420-555-1063-000-0, 3420-555-1062-000-3, 3420-555-1061-000-6, 3420-555-1060-000-9, and 3420-555-1059-000-9
(Port St. Lucie-Section 12 (PB 12-55) BLK 1291 Lots 28 through 33)

I, Oswaldo Ramirez, member and manager of Rossell, LLC, which is the owner of the property referenced above, hereby authorize StoryBook Development Services, LLC to represent Rossell, LLC as applicant during the governmental review process (including but not limited to applications for rezoning, Special Exception Use, Site Plan, and Detail Engineering Plan) for the above noted project.

Thank you for your attention to this matter.

Owner Signature — Date 1/6/26
Print Name: Nicolás Apfelbaum, Esq.
as POA for Oswaldo Ramirez
Print Title: Member & Manager

Sworn to and subscribed before me this 6th day of January, 2026, by Nicolás Apfelbaum, as power of attorney for Oswaldo Ramirez. He is personally known to me or has produced identification. Type of identification _____.

Notary Public Signature
Name: Adalbert Martinez
Commission No:
Commission Expires:

Notary Public State of Florida
Adalbert Martinez
My Commission HH 365702
Expires 2/22/2027

This Instrument Prepared By:
NICOLAS APFELBAUM, ESQ.
APFELBAUM LAW
451 SW BETHANY DRIVE| SUITE 202
PORT ST. LUCIE, FL 34986

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT I, **OSWALDO R. RAMIREZ**, as manager and majority member of Rossell, LLC, a Florida limited liability company whose address is 451 SW Bethany Dr., Suite 202, Port St. Lucie, FL 34986, have made, constituted and appointed, and by these presents do make, constitute and appoint NICOLAS APFELBAUM, ESQUIRE, as my true and lawful attorney and attorney-in-fact in the State of Florida and all other jurisdiction, for me and in my name, place and stead, to act on my behalf with respect to the following real and personal property:

Personal Property:

Any and all contents in the real property referenced herein.

Real Property: 832 SW Sultan Drive, Port St. Lucie, FL 34953; more particularly described as follows:

Lots 28 through 33, Block 1291, PORT ST. LUCIE SECTION TWELVE, according to the map or plat thereof as recorded in Plat Book 12, Page(s) 55, 55A through 55G, of the Public Records of Saint Lucie County, Florida.

Giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

Further giving and granting unto my said attorney full power and authority to collect, sell, convey, maintain, or dispose of the above-mentioned personal and real property, and to execute any and all documents necessary to effectuate the sale and/or conveyance, maintenance, disposal of, deposit and distribute the sale proceeds of said property. In accordance, my attorney has the power and authority to execute any necessary documents to effectuate the powers herein, including, but not limited to, contracts, deeds, affidavits, bills of sale, closing statements, and satisfactions.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30 day of January, 2025.

Signed, sealed and delivered
in the presence of:

Witness Name: Samantha Aponte
Address: 451 SW Bethany Drive, Suite 202
Port Saint Lucie, FL 34986

Witness Name: Elizabeth Cespedes
Address: 451 SW Bethany Drive, Suite 202
Port Saint Lucie, FL 34986

By: _____
Oswaldo R. Ramirez, as Manager &
Member of Rossell, LLC

SAMANTHA APONTE
Notary Public-State of Florida
Commission # HH 435463
My Commission Expires
August 20, 2027

State of FLORIDA
County of ST. LUCIE

The foregoing instrument was acknowledged before me this 30 day of January, 2025 by **Oswaldo R. Ramirez** by means of physical presence, who [✓] is personally known to me or [ ] has produced _____ as identification.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5348408 OR BOOK 5162 PAGE 638, Recorded 06/10/2024 10:59:09 AM Doc Tax: $0.70

Prepared by and return to:
Nicolás A. Apfelbaum, Esq.
Apfelbaum Law
451 SW Bethany Dr. | Suite 202
Port St. Lucie, FL 34986

(Space Above This Line for Recording Data)

Quit Claim Deed

This Quit Claim Deed made this 31st day of May, 2024, by **Oswaldo R. Ramirez**, a married man, whose mailing address is 101 SW Majestic Terrace, Port St. Lucie, FL 34984 (the "Grantor"), to **ROSSELL, LLC, a Florida Limited Liability Company,** whose post office address is 451 SW Bethany Dr., Suite 202, Port St. Lucie, FL 34986 (the "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, does hereby remise, release, and quitclaim to the said Grantee, all the right, title, interest, claim and demand which Grantor have in and to the following described land, situate, lying and being in the St. Lucie County, Florida to-wit:

Lots 28 through 33, Block 1291, PORT ST. LUCIE SECTION TWELVE, according to map or plat thereof as recorded in Plat Book 12, Pages 55, 55A through 55G Public Records of St. Lucie County, Florida

Parcel Identification Number: 3420-555-1059-000-9

a/k/a: 832 SW Sultan Dr., Port St. Lucie, FL 34953

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equality and claim whatsoever of Grantor, either in law or equality, for the use, benefit and profit of the said Grantee forever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

By: _____
Oswaldo R. Ramirez

Witness Name: Nicolas Appelbaum
Address: 451 SW Bethany Dr, 202
Port St. Lucie, FL 34986

Witness Name: [illegible]
Address: 451 SW Bethany Dr., 202
Port St. Lucie FL 34986

State of Florida
County of St. Lucie

The foregoing instrument was acknowledged before me this 31st day of May, 2024 by **Oswaldo R. Ramirez** who [✓] is personally known to me or [ ] has produced _____ as identification.

Notary Public
Printed Name:

[Notary Seal]

NICOLAS APFELBAUM
Commission # HH 491085
Expires March 7, 2028

CITY OF
PORT ST. LUCIE
HEART OF THE TREASURE COAST

Riverview Plaza

Special Exception Use

Project No. P26-004

Planning and Zoning Board Meeting
Marissa Da Breo-Latchman, Environmental Planner II
June 2, 2026

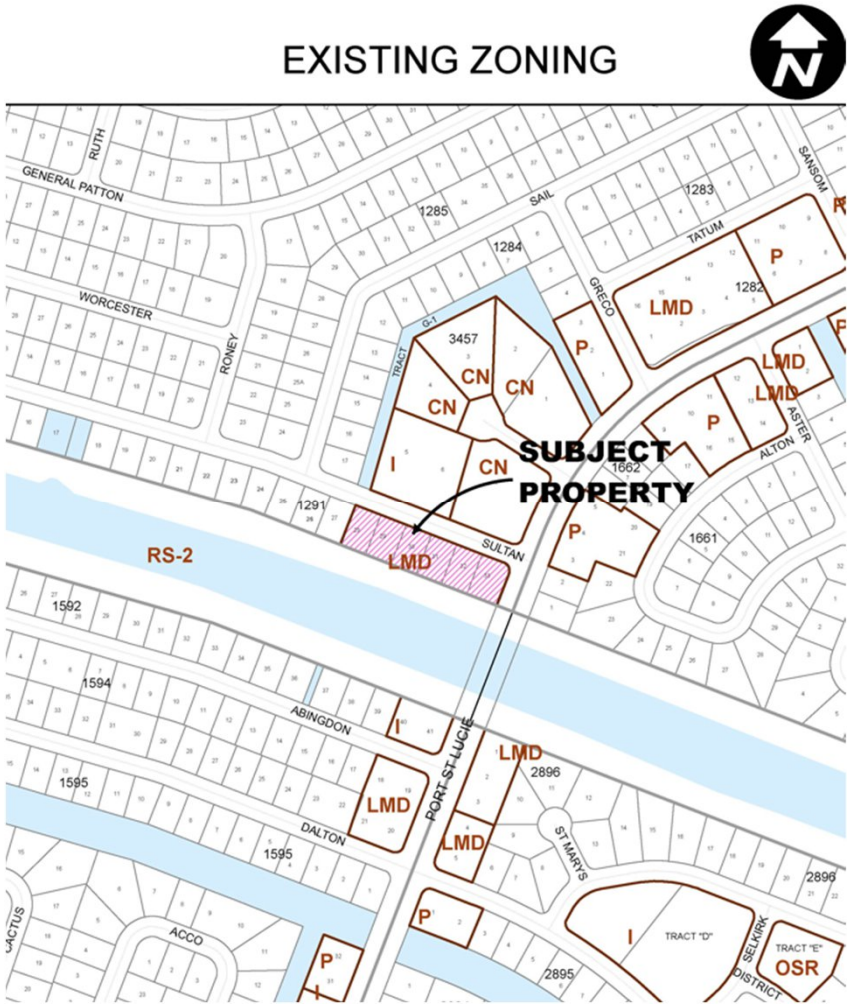
Request Summary

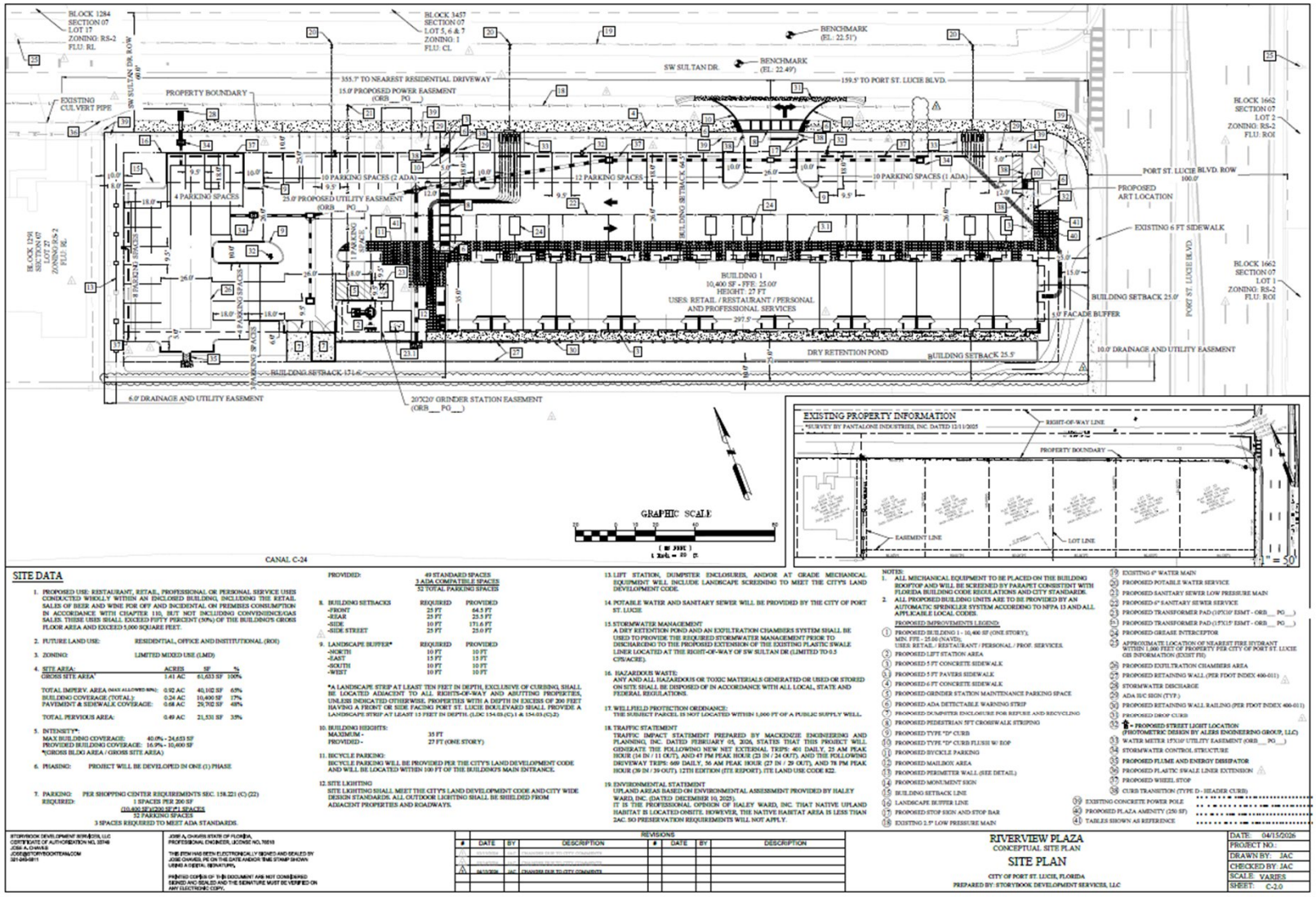
Applicant/Agent:	Jose Chaves, StoryBook Development Services, LLC
Property Owners:	Rossell, LLC
Location:	Southwest corner of SW Sultan Drive and SW Port St. Lucie Blvd and north of the C-24 Canal.
Request:	A Special Exception Use (SEU) application allow retail or personal service uses that exceed fifty percent (50%) of the building's gross floor area and any use that exceeds 5,000 square feet.

Surrounding Areas

Direction	Existing Use	Future Land Use	Zoning
North	Church, daycare	CL	I, CN
South	C-24 Canal, Single-family residential, daycare	RL, ROI	I, RS-2
East	Vacant	ROI	P, RS-2
West	Residential	RL	RS-2

RL – Low-Density Residential, ROI – Residential/Office, RS-2 – Single-Family Residential, CL – Limited Commercial, I– Institutional, CN – Neighborhood Commercia, RL-Low Density REsidentiall





SITE DATA

1. PROPOSED USE: RESTAURANT, RETAIL, PROFESSIONAL OR PERSONAL SERVICE USES CONDUCTED WHOLLY WITHIN AN ENCLOSED BUILDING, INCLUDING THE RETAIL SALES OF BEER AND WINE FOR OFF AND INCIDENTAL ON PREMISES CONSUMPTION IN ACCORDANCE WITH CHAPTER 110, BUT NOT INCLUDING CONVENIENCE/GAS SALES. THESE USES SHALL EXCEED FIFTY PERCENT (50%) OF THE BUILDING'S GROSS FLOOR AREA AND EXCEED 5,000 SQUARE FEET.
2. FUTURE LAND USE: RESIDENTIAL, OFFICE AND INSTITUTIONAL (ROI)
3. ZONING: LIMITED MIXED USE (LMD)
4. SITE AREA:

	ACRES	SF	%
GROSS SITE AREA*	1.41 AC	61,633 SF	100%
TOTAL IMPERV. AREA (MAX ALLOWED 85%):	0.92 AC	40,102 SF	65%
BUILDING COVERAGE (TOTAL):	0.24 AC	10,400 SF	17%
PAVEMENT & SIDEWALK COVERAGE:	0.68 AC	29,702 SF	48%
TOTAL PERVIOUS AREA:	0.49 AC	21,531 SF	35%

5. INTENSITY*:
MAX BUILDING COVERAGE: 40.0% - 24,653 SF
PROVIDED BUILDING COVERAGE: 16.9% - 10,400 SF
*(GROSS BLDG AREA / GROSS SITE AREA)
6. PHASING: PROJECT WILL BE DEVELOPED IN ONE (1) PHASE
7. PARKING: PER SHOPPING CENTER REQUIREMENTS SEC. 158.221 (C) (22)
REQUIRED: 1 SPACES PER 200 SF
(10,400 SF/#200 SF)*1 SPACES
52 PARKING SPACES
3 SPACES REQUIRED TO MEET ADA STANDARDS.
PROVIDED: 49 STANDARD SPACES
3 ADA COMPATIBLE SPACES
52 TOTAL PARKING SPACES
8. BUILDING SETBACKS

	REQUIRED	PROVIDED
-FRONT	25 FT	64.5 FT
-REAR	25 FT	25.5 FT
-SIDE	10 FT	171.6 FT
-SIDE STREET	25 FT	25.0 FT

9. LANDSCAPE BUFFER*

	REQUIRED	PROVIDED
-NORTH	10 FT	10 FT
-EAST	15 FT	15 FT
-SOUTH	10 FT	10 FT
-WEST	10 FT	10 FT

*A LANDSCAPE STRIP AT LEAST TEN FEET IN DEPTH, EXCLUSIVE OF CURBING, SHALL BE LOCATED ADJACENT TO ALL RIGHTS-OF-WAY AND ABUTTING PROPERTIES, UNLESS INDICATED OTHERWISE. PROPERTIES WITH A DEPTH IN EXCESS OF 200 FEET HAVING A FRONT OR SIDE FACING PORT ST. LUCIE BOULEVARD SHALL PROVIDE A LANDSCAPE STRIP AT LEAST 15 FEET IN DEPTH. (LDC 154.03.(G).1 & 154.03.(G).2)
10. BUILDING HEIGHTS:
MAXIMUM - 35 FT
PROVIDED - 27 FT (ONE STORY)
11. BICYCLE PARKING:
BICYCLE PARKING WILL BE PROVIDED PER THE CITY'S LAND DEVELOPMENT CODE AND WILL BE LOCATED WITHIN 100 FT OF THE BUILDING'S MAIN ENTRANCE.
12. SITE LIGHTING
SITE LIGHTING SHALL MEET THE CITY'S LAND DEVELOPMENT CODE AND CITY WIDE DESIGN STANDARDS. ALL OUTDOOR LIGHTING SHALL BE SHIELDED FROM ADJACENT PROPERTIES AND ROADWAYS.
13. LIFT STATION, DUMPSTER ENCLOSURES, AND/OR AT GRADE MECHANICAL EQUIPMENT WILL INCLUDE LANDSCAPE SCREENING TO MEET THE CITY'S LAND DEVELOPMENT CODE.
14. POTABLE WATER AND SANITARY SEWER WILL BE PROVIDED BY THE CITY OF PORT ST. LUCIE
15. STORMWATER MANAGEMENT
A DRY RETENTION POND AND AN EXFILTRATION CHAMBERS SYSTEM SHALL BE USED TO PROVIDE THE REQUIRED STORMWATER MANAGEMENT PRIOR TO DISCHARGING TO THE PROPOSED EXTENSION OF THE EXISTING PLASTIC SWALE LINER LOCATED AT THE RIGHT-OF-WAY OF SW SULTAN DR (LIMITED TO 0.5 CFS/ACRE).
16. HAZARDOUS WASTE:
ANY AND ALL HAZARDOUS OR TOXIC MATERIALS GENERATED OR USED OR STORED ON SITE SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
17. WELLFIELD PROTECTION ORDINANCE:
THE SUBJECT PARCEL IS NOT LOCATED WITHIN 1,000 FT OF A PUBLIC SUPPLY WELL.
18. TRAFFIC STATEMENT
TRAFFIC IMPACT STATEMENT PREPARED BY MACKENZIE ENGINEERING AND PLANNING, INC. DATED FEBRUARY 05, 2026, STATES THAT THIS PROJECT WILL GENERATE THE FOLLOWING NEW NET EXTERNAL TRIPS: 401 DAILY, 25 AM PEAK HOUR (14 IN / 11 OUT), AND 47 PM PEAK HOUR (23 IN / 24 OUT), AND THE FOLLOWING DRIVEWAY TRIPS: 669 DAILY, 56 AM PEAK HOUR (27 IN / 29 OUT), AND 78 PM PEAK HOUR (39 IN / 39 OUT). 12TH EDITION (SITE REPORT). ITE LAND USE CODE 822.
19. ENVIRONMENTAL STATEMENT
UPLAND AREAS BASED ON ENVIRONMENTAL ASSESSMENT PROVIDED BY HALEY WARD, INC. (DATED DECEMBER 10, 2025).
IT IS THE PROFESSIONAL OPINION OF HALEY WARD, INC. THAT NATIVE UPLAND HABITAT IS LOCATED ONSITE. HOWEVER, THE NATIVE HABITAT AREA IS LESS THAN 2AC. SO PRESERVATION REQUIREMENTS WILL NOT APPLY.

NOTES:
1. ALL MECHANICAL EQUIPMENT TO BE PLACED ON THE BUILDING ROOFTOP AND WILL BE SCREENED BY PARAPET CONSISTENT WITH FLORIDA BUILDING CODE REGULATIONS AND CITY STANDARDS.
2. ALL PROPOSED BUILDING UNITS ARE TO BE PROVIDED BY AN AUTOMATIC SPRINKLER SYSTEM ACCORDING TO NFPA 13 AND ALL APPLICABLE LOCAL CODES.

PROPOSED IMPROVEMENTS LEGEND:
1. PROPOSED BUILDING 1 - 10,400 SF (ONE STORY); MIN. FFE - 25.00 (NAVD); USES: RETAIL / RESTAURANT / PERSONAL / PROF. SERVICES.
2. PROPOSED LIFT STATION AREA
3. PROPOSED 5 FT CONCRETE SIDEWALK
4. PROPOSED 5 FT PAVERS SIDEWALK
5. PROPOSED 6 FT CONCRETE SIDEWALK
6. PROPOSED GRINDER STATION MAINTENANCE PARKING SPACE
7. PROPOSED ADA DETECTABLE WARNING STRIP
8. PROPOSED DUMPSTER ENCLOSURE FOR REFUSE AND RECYCLING
9. PROPOSED PEDESTRIAN SFT CROSSWALK STRIPING
10. PROPOSED TYPE "D" CURB
11. PROPOSED TYPE "D" CURB FLUSH W/ EOP
12. PROPOSED BYCICLE PARKING
13. PROPOSED MAILBOX AREA
14. PROPOSED PERIMETER WALL (SEE DETAIL)
15. PROPOSED MONUMENT SIGN
16. BUILDING SETBACK LINE
17. LANDSCAPE BUFFER LINE
18. PROPOSED STOP SIGN AND STOP BAR
19. EXISTING 2.5" LOW PRESSURE MAIN
20. EXISTING 6" WATER MAIN
21. PROPOSED POTABLE WATER SERVICE
22. PROPOSED SANITARY SEWER LOW PRESSURE MAIN
23. PROPOSED 6" SANITARY SEWER SERVICE
24. PROPOSED TRANSFORMER PAD (10'X10' ESMT - ORB__ PG__)
25. PROPOSED TRANSFORMER PAD (15'X15' ESMT - ORB__ PG__)
26. PROPOSED GREASE INTERCEPTOR
27. APPROXIMATE LOCATION OF NEAREST FIRE HYDRANT WITHIN 1,000 FEET OF PROPERTY PER CITY OF PORT ST. LUCIE GIS INFORMATION (EXIST FH).
28. PROPOSED EXFILTRATION CHAMBERS AREA
29. PROPOSED RETAINING WALL (PER FDOT INDEX 400-011)
30. STORMWATER DISCHARGE
31. ADA HC SIGN (TYP.)
32. PROPOSED RETAINING WALL RAILING (PER FDOT INDEX 400-011)
33. PROPOSED DROP CURB
34. PROPOSED STREET LIGHT LOCATION (PHOTOMETRIC DESIGN BY ALERS ENGINEERING GROUP, LLC)
35. WATER METER 15'X10' UTILITY EASEMENT (ORB__ PG__)
36. STORMWATER CONTROL STRUCTURE
37. PROPOSED WHEEL STOP
38. CURB TRANSITION (TYPE D - HEADER CURB)
39. EXISTING CONCRETE POWER POLE
40. PROPOSED PLAZA AMENITY (250 SF)
41. TABLES SHOWN AS REFERENCE

STORYBOOK DEVELOPMENT SERVICES, LLC
CERTIFICATE OF AUTHORIZATION NO. 33748
JOSE A. CHAVES
JOSE@STORYBOOKTEAM.COM
321-243-0811

JOSE A. CHAVES STATE OF FLORIDA,
PROFESSIONAL ENGINEER, LICENSE NO. 70510
THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JOSE CHAVES, PE ON THE DATE ADJACENT TO THE SEAL/STAMP SHOWN USING A DIGITAL SIGNATURE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPY.

#	DATE	BY	DESCRIPTION
1	03/13/2026	JAC	PER PSL CITY COMMENTS
2	04/15/2026	JAC	CHANGES DUE TO CITY COMMENTS

RIVERVIEW PLAZA
CONCEPTUAL SITE PLAN
SITE PLAN
CITY OF PORT ST. LUCIE, FLORIDA
PREPARED BY: STORYBOOK DEVELOPMENT SERVICES, LLC

DATE: 04/15/2026
PROJECT NO.:
DRAWN BY: JAC
CHECKED BY: JAC
SCALE: VARIES
SHEET: C-2.0

PORT ST. LUCIE
HEART OF THE TREASURE COAST



SIDE ELEVATION - PORT SINT LUCIE BLVD



FRONT ELEVATION - PARKING LOT



SIDE ELEVATION - PORT SINT LUCIE BLVD



FRONT ELEVATION - PARKING LOT

Traffic Impact Statement

The proposed project is anticipated to generate 669 Average Daily, 56 AM Peak Hour and 78 PM Peak Hour driveway trips.

The Public Works Department reviewed the Traffic Analysis and concluded that the transportation elements of the project are in compliance with the adopted level of service and requirements of Chapter 156 of City Code, and Public Works Policy 19-01pwd.

EVALUATION OF SEU CRITERIA (Section 158.260)	FINDINGS
ADEQUATE INGRESS AND EGRESS (§ 158.260 (A))	Ingress and egress will be provided at one location along SW Sultan Drive for this development. Traffic at the intersection of Sultan Drive and Port St. Lucie Blvd will be right-in right-out only as a grassed median is located in Port St. Lucie Blvd at this location that will prevent left turns. A sidewalk is proposed for along the front of the property from Port St. Lucie Boulevard to close to the western property line.
ADEQUATE OFF-STREET PARKING AND LOADING AREAS (§ 158.260 (B))	The concept plan provides 53-parking stalls including 3 ADA spaces.
ADEQUATE AND PROPERLY LOCATED UTILITIES (§ 158.260 (C))	The City of Port St. Lucie is the utility provider.
ADEQUATE SCREENING OR BUFFERING (§§ 158.260 (D) (F))	An 8-foot-high masonry wall is proposed along the western property boundary to buffer residential property located adjacent. A Landscape Modification (P26-059) is being requested to provide an enhanced landscape buffer along the rear as the required wall cannot be located in the 10' drainage and utility easement.
SIGNAGE AND EXTERIOR LIGHTING (§158.260 (E))	All exterior lighting shall be in conformance with Section 158.221 and all signage shall be in accordance with Chapter 155 of the Zoning Code.
COMPATIBILITY WITH SURROUNDING	The proposed development will be reviewed for consistency with City

Planning and Zoning Board Action Options

- Motion to recommend approval to the City Council
- Make a motion to amend the recommendation and recommend approval
- Motion to recommend denial to the City Council
- Motion to table should the Board need further clarification or information from either the applicant and/or staff

Agenda Summary

2026-471

Agenda Date: 6/2/2026 **Agenda Item No.:** 8.f

Placement: Public Hearing - Quasi Judicial

Action Requested: Motion / Vote

P26-023 Darwin Square Pollo Tropical - Parking Variance

Location: The property is located at 3201 SW Port St. Lucie Boulevard
Legal Description: Lot A of the plat of Darwin Square, according to the plat thereof recorded and filed in Plat Book 34, Pages 30 and 30A, in the public records of St. Lucie County, Florida
This is a request to grant a variance to reduce the required number of parking spaces by 18 spaces to allow the construction of a standalone drive-through restaurant.

Submitted By: Cody Sisk, Planner III

Executive Summary: This is a request to grant a variance to reduce the required number of parking spaces to allow the construction of a standalone drive-through restaurant at Darwin Square. Section 158.221 (C)15 of the City's Land Development Regulations states that stand alone restaurants shall be parked at 1 space per 75 square feet. The variance is to reduce the number of parking spaces required by 18 spaces, from 38 to 20.

Presentation Information: Staff will provide a presentation.

Staff Recommendation:

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 make a:

- 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 make a:

- Motion to deny

Should the Board need further clarification or information from either the applicant and/or staff, the Board may make a:

- Motion to table or continue the hearing or review to a future meeting

Background: See attached staff report.

Issues/Analysis: See attached staff report.

Special Consideration: N/A

Location of Project: 3201 SW Port St. Lucie Boulevard

Attachments:

1. Staff Report
2. Conceptual Plan
3. Application and Criteria Responses
4. Parking Analysis
5. Agent Authorization Letter
6. Warranty Deed
7. Staff Presentation

Darwin Square - Pollo Tropical – Parking Variance
P26-023



Project Location Map

SUMMARY

Applicant's Request:	This is a request to grant a variance to reduce the required number of parking spaces by 18 spaces to allow the construction of a drive-through standalone restaurant at Darwin Square with 20 parking spaces, where 38 is required.
Agent(s):	Daryl Johnson, Corporate Property Services, Inc.
Applicant/ Property Owner:	PSL Darwin LLC
Location:	The property is located near the southeast corner of SW Darwin Boulevard and SW Port St. Lucie Boulevard.
Project Planner:	Cody Sisk, Planner III

Project Description

The City of Port St. Lucie has received a request from Daryl Johnson with Corporate Property Services, Inc, agent for the property owner, PSL Darwin LLC, to grant a variance to Section 154.221(C)(15) of the Zoning Code of 18 parking spaces to allow a proposed standalone drive-through restaurant at Darwin Square. The variance is to reduce the number of parking spaces required by 18 spaces, from a total of 38 spaces to 20 spaces. Per Section 158.221 (C)(15) of the City's Land Development Regulations states that stand alone restaurants shall be parked at 1 space per 75 square feet of gross floor area. The proposed restaurant would be a total of 2,841 square feet. The use of a drive-through facility would limit the number of parking spaces on site to the 20 parking spaces.

The Subject property is zoning General Commercial (CG) and consists of a bank building. Kimley-Horn and associates has provided a parking statement that states the on-site parking demand justifies the relief from the City's parking requirements.

In addition to this application, there is a companion application for a Special Exception Use (SEU) P26-025 for a drive-through facility at the restaurant. The proposed SEU would be reviewed by the Planning and Zoning Board only if the variance were to be approved.

Public Notice Requirements (Section 158.298 (B))

Public notice was mailed to owners within 750 feet and the file was included in the ad for the Planning & Zoning Board's agenda.

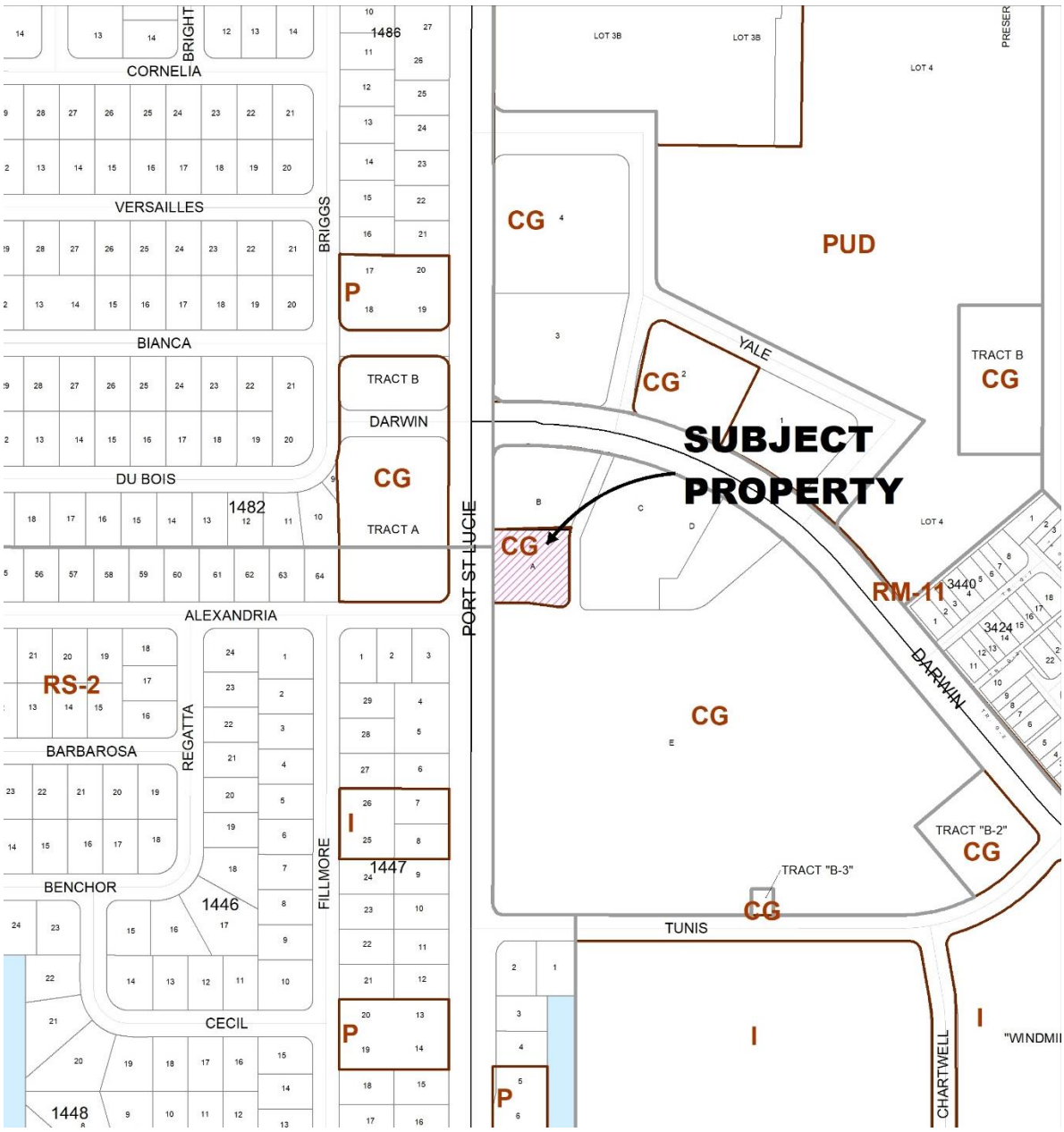
Location and Site Information

Parcel ID No(s).	3420-713-0001-000-5
Property Size:	0-69 Acres
Legal Description:	Darwin Square Lot A
Existing Future Land Use:	General Commercial
Existing Zoning:	General Commercial
Existing Use:	Vacant Bank

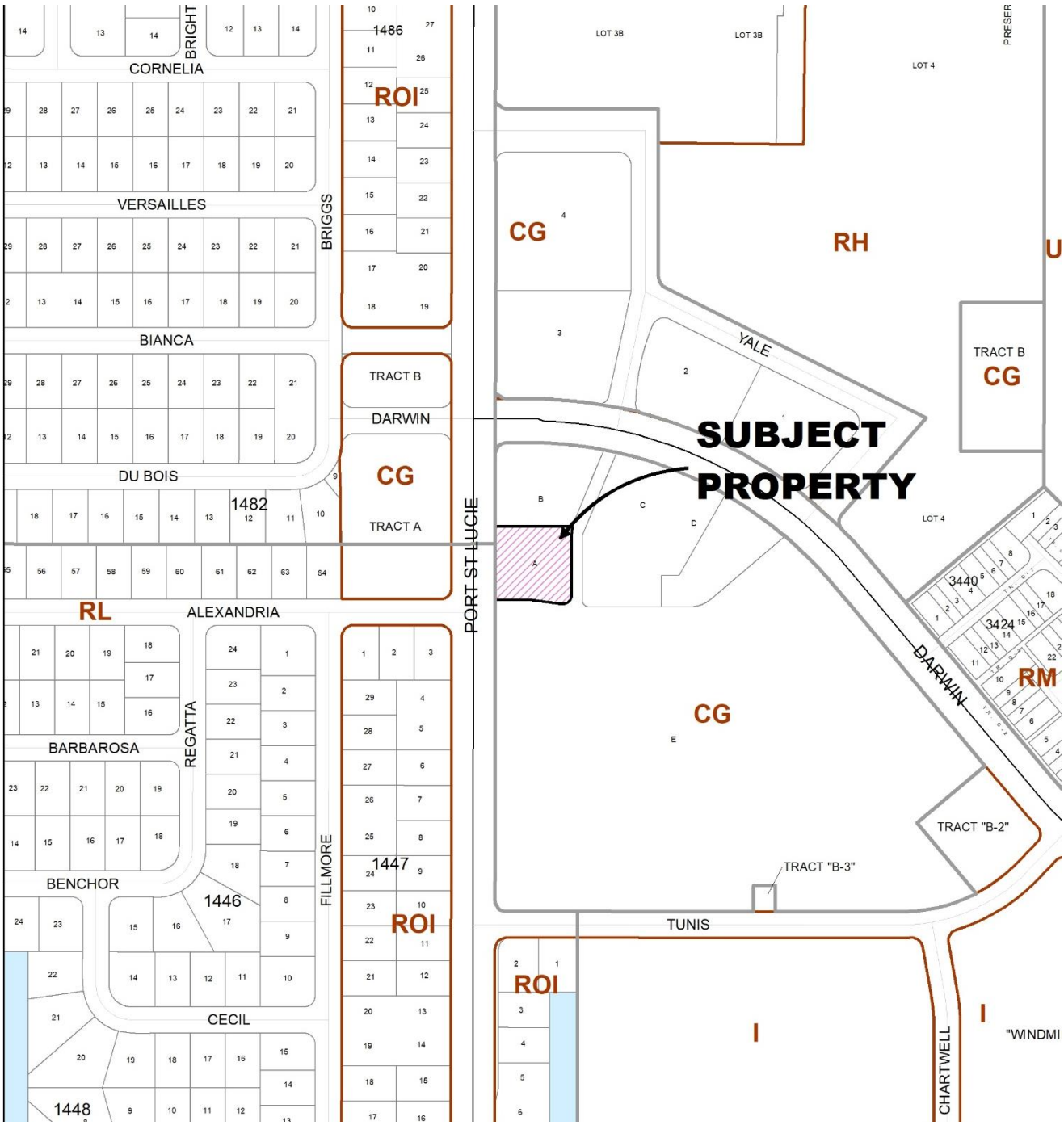
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	CG	CG	McDonalds
South	CG	CG	Commercial Uses
East	CG	CG	Commercial Uses
West	CG	CG	Gas Station

CG: General Commercial


SUBJECT PROPERTY
CG
PUD
RS-2
RM-11
I
P
TRACT B
TRACT A
TRACT "B-2"
TRACT "B-3"
DARWIN
YALE
TUNIS
CHARTWELL
PORT ST LUCIE
BRIGHT
CORNELIA
VERSAILLES
BRIGGS
BIANCA
DU BOIS
ALEXANDRIA
BARBAROSA
REGATTA
BENCHOR
FILLMORE
CECIL
1482
1486
1446
1447
1448
3440
3424
LOT 3B
LOT 4

Zoning Map



Future Land Use

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 a 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 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) of the Zoning Code. The applicant's response to this criterion is attached to the application. Staff's review is provided below:

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.

Applicant's Response: The subject property has a unique circumstance since the use is being redeveloped from a bank to a fast-food restaurant with a drive thru. A restaurant requires significantly more queuing for the drive-thru area, as compared to a bank use, which results in less property area being available to accommodate parking. Pollo Tropical was able to increase the total number of parking spaces by one space, from 19 parking spaces to 20 on-site spaces. Other vacant properties in the same zoning district do not have this same special condition.

- *Staff Findings: There are no special conditions and circumstances which exist which are peculiar to the land, structure, or building. A larger parcel in the General Commercial (CG) zoning district would accommodate the restaurant, drive-through, and required parking.*

2) That the special conditions and circumstances do not result from any action of the applicant.

Applicant's Response: This hardship is directly related to the physical characteristics of the property, not to personal circumstances or financial considerations. The applicant is proposing to redevelop a site within the Publix Supermarket Shopping Center, to enhance the surrounding area, while providing a design that promotes economic development, as well as public safety and welfare.

- *Staff Findings: Reference staff's findings from #1.*

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.

Applicant's Response: The requested relief is necessitated solely by the special physical condition of the uniqueness of the subject property. Other properties within the same zoning district may be able to comply with the parking requirement because they do not have the constraints and confines of an already developed parcel. The parking study prepared by Kimley-Horn justifies a reduced parking rate and documents that the 20 parking spaces provided on-site will exceed the demand of 14 parking spaces for this Pollo Tropical restaurant. Therefore, the requested variance does not allow a use, intensity or parking reduction that would otherwise be prohibited, but rather permits

reasonable and comparable use of the property, consistent with similarly situated developments.

- *Staff Findings: It would confer special privileges to the applicant. Other General Commercial (CG) zoned properties and standalone drive-through restaurants are required to meet the city's parking requirements.*

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.

Applicant's Response: Other properties within the same zoning district, that possess more typical physical characteristics, can comply with the parking requirement. Due to site-specific limitations of the subject property, strict enforcement of the code would preclude reasonable use of this property. Literal interpretation of the parking code would deny the applicant the opportunity to redevelop the site in a manner that promotes infill & economic development

- *Staff Findings: The literal interpretation of the provisions of the chapter would not deprive the applicant of rights commonly enjoyed by other properties in the same General Commercial (CG) zoning district. Other standalone restaurants with a drive-through in the General Commercial (CG) zoning district are required to meet the code requirements.*

5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

Applicant's Response: The 18-parking space variance request, when the code requires 38 parking spaces, is the minimum request that will allow Pollo Tropical to make reasonable use of the property when redeveloped. It will foster safe site circulation within the site and shopping center, while also increasing the landscape areas. The proposed 20 parking spaces will exceed the maximum demand of 14 spaces identified in the parking study prepared by Kimley-Horn.

- *Staff Findings: This is the minimum variance that would allow the development as shown on the proposed concept plan.*

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.

Applicant's Response: Granting of the parking variance will be in harmony with the general intent and purpose of the chapter. The variance requested will in no way be injurious or detrimental to the public welfare. Approval of the variance will enable Pollo Tropical to redevelop the subject parcel, while incorporating site improvements that are beneficial to the public welfare.

- *Staff Findings: The general intent and purpose of the chapter is to provide adequate parking for the customers and employees of a business. The applicant has submitted a parking analysis that states that 20 parking spaces is sufficient for this user.*

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.

Applicant's Response: There will be full compliance with any conditions and safeguards directed from the Planning and Zoning Board or Zoning Administrator.

1. *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 make a:

- Motion to approve
- Motion to approve with conditions

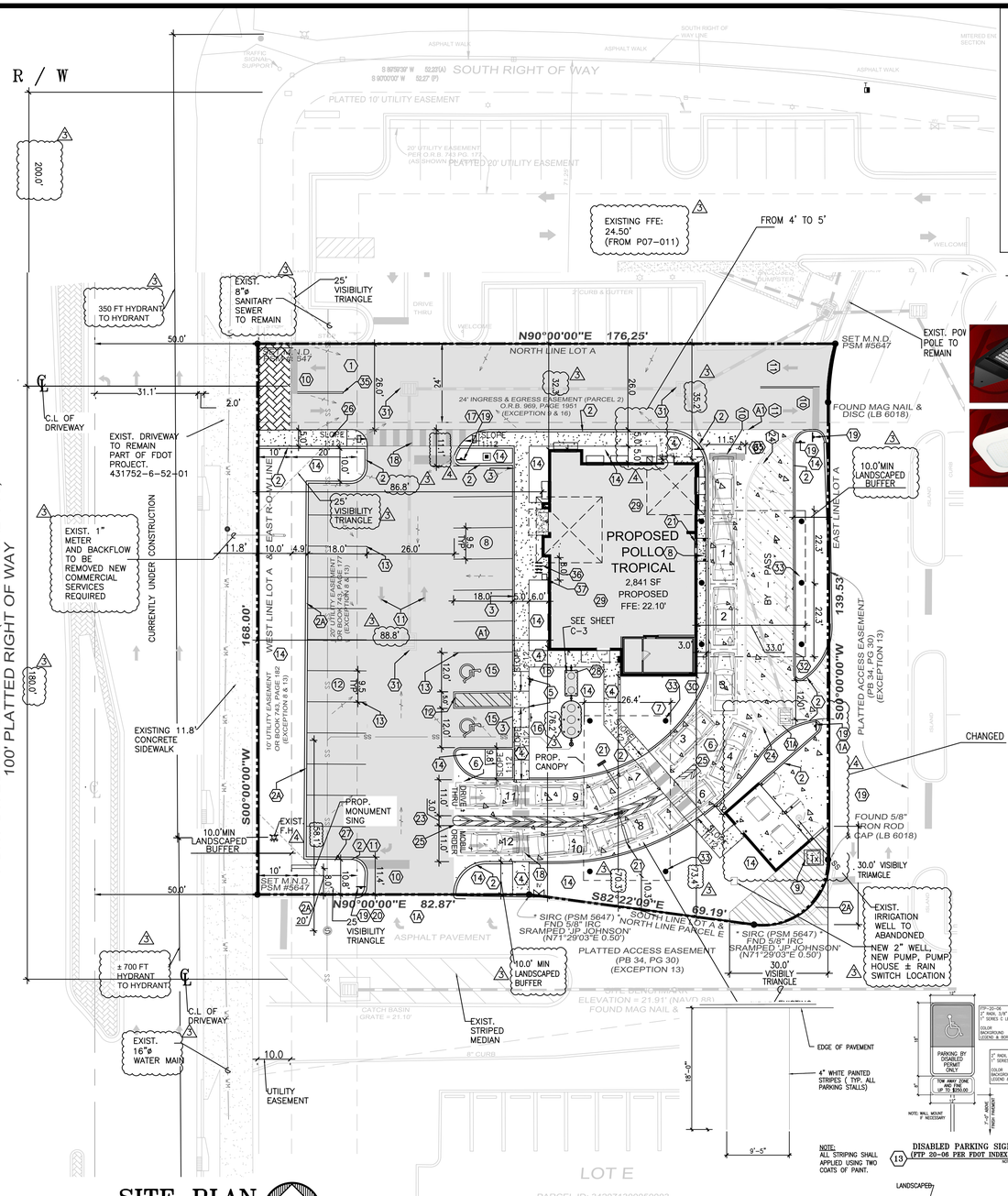
If the Board finds that the variance application is inconsistent with the criteria as listed in Section 158.295 (B) (1) through (7) of the City code, then the Board may make a:

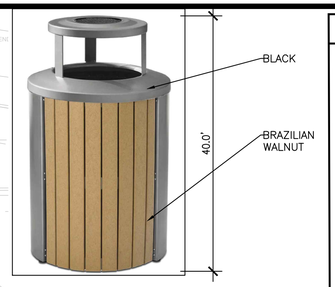
- Motion to deny

Should the Board need further clarification or information from either the applicant and/or staff, the Board may make a:

- Motion to table or continue the hearing or review to a future meeting

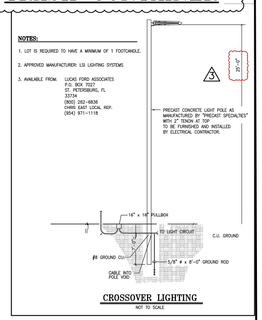
(NOTE TO APPLICANTS: Any request for a variance that is denied by the Planning and Zoning Board may be appealed to the Board of Zoning Appeals. Appeal applications are made through the City Clerk's office and must be submitted within 15 days after the Planning and Zoning Board hearing).





TRASH CONTAINER





LEGEND

- ACCESSIBLE PARKING SPACES
- NEW PARKING SPACES
- LANDSCAPE
- NEW CONC. SIDEWALK
- ASPHALT PAVEMENT TO BE SEAL COAT
- PROPOSED CONCRETE PAVEMENT

CONSTRUCTION NOTES:

1. EXISTING ASPHALT PAVEMENT TO REMAIN
1A. SAWCUT EXISTING PAVEMENT. NEW PAVEMENT TO MATCH EXIST.
2. PROPOSED 6" P.C.C. TYPE 'D' CURB AS PER DETAIL.
2A. EXISTING 6" P.C.C. TYPE 'D' CURB TO REMAIN
3. P.C.C. CURB EDGE SIDEWALK AS PER DETAIL.
4. P.C.C. CONCRETE SIDEWALK AS PER DETAIL
5. P.C.C. HANDICAP RAMP – MAX SLOPE 1:12.
6. 6" THICK P.C.C. PAD W/ 6"x6" –6/6 W.W.M. OVER CRUSHED AGGREGATE OR GRAVEL BASE. CONSTRUCTION JOINTS AT 10 FEET ON CENTER.
7. TRASH ENCLOSURE AS PER DETAIL.
8. STEEL BOLLARD AS PER DETAIL.
9. PROPOSED TRANSFORMER PAD – COORDINATE WITH FPL.
10. 24" STOP BAR WHITE (THERMOPLASTIC)
11. TRAFFIC ARROWS PAINTED WHITE.
12. 6" WHITE STRIPES AT 60° (PER FDOT INDEX No. 17346)
13. PROPOSED 4" WHITE STRIPES (TYPICAL AT PARKING SPACES)
14. LANDSCAPE AREA.
15. HANDICAP PARKING AS PER DETAIL.
16. HANDICAP SIGN 7'–0" A.F.P.
17. PEDESTRIAN CROSSING "SIGN WITH TEXT," "STOP FOR PEDESTRIANS IN CROSSWALK.' ALSO CONTAINING SMALL RED CIRCLE STOP SIGN SYMBOL (DOUBLE SIDED)
18. PEDESTRIAN CROSSING (5' WIDE–12" WHITE @ 3' c/c) 5% MAX SLOPE; 2% MAX CROSS SLOPE
19. STANDARD F.D.O.T. HIGH INTENSITY "STOP" SIGN. R1–1 (30"x30")
20. STANDARD F.D.O.T. "RIGHT TURN ONLY" SIGN R3–5R (36"X30")
21. SENSOR LOOP AT MENU & D/T WINDOW
22. MENU BOARD AND ORDER POINT
23. PAVEMENT MARKERS
24. 6" WHITE STRIPES AT 45° – 3' C.C.
25. 6" YELLOW STRIPE
26. WALKWAY CONNECTION TO PORT ST. LUCIE BOULEVARD
27. PROPOSED MONUMENT SIGN.
28. PROPOSED GREASE INTERCEPTOR LOCATION.
29. ALL ROOF MOUNTED EQUIPMENT AND ACCESSORIES SHALL BE SCREENED FROM VIEW BY PARAPET
30. ELECTRIC METER – COORDINATE WITH FPL.
31. EXISTING CATCH BASIN TO REMAIN.
31A. PROP. CATCH BASIN.
32. PROPOSED CANOPY.
33. PROPOSED STRUCTURAL COLUMN BY CANOPY MANUFACTURER
34. STANDARD F.D.O.T. "DO NOT ENTER" SIGN (R5–1) (30"x30")
35. 12'–DOUBLE 6" YELLOW STRIPE
36. PROPOSED BICYCLE RACK.
37. OUTDOOR TRASH CONTAINER ANOVA .MADISON 35 GALS. WITH BONNET ASH TOP MODEL # TR 35 BTA. 40" H X 24" DIA. COLOR BLACK W / BRAZILIAN WALNUT "TRASH" TEXT 5" HIGH MAXIMUM.



POLLO TROPICAL SITE

LOCATION MAP

N.T.S.

LEGAL DESCRIPTION:

PARCEL 1
LOT A OF DARWIN SQUARE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED AND FILED IN PLAT BOOK 34, PAGES 30 AND 30A, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 2
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS SET FORTH AND DESCRIBED IN THE SHOPPING CENTER EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1114, PAGE 2764, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PROPOSED POLLO TROPICAL:

SITE DATA:

ZONING: "CG – PSL 2"
LAND USE: (COMERCIAL GENERAL)

TOTAL LAND AREA:	29,695.09 SQ. FT.	(0.68± ACRES)
BUILDING AREA:	2,841 SQ. FT.	(9.57 %)
BUILDING HEIGHT	29'–0" PROPOSED 35'–0" –MAX ALLOWED.	
TOTAL LANDSCAPED AREA:	7,664.09 SQ. FT.	(25.81 %)
TOTAL PAVED AREA & WALKS:	19,190.00 SQ. FT.	(64.72 %)
PERVIOUS AREA:	7,664.09 SQ. FT.	(25.81 %) (0.18± AC)
IMPERVIOUS AREA:	22,031.00 SQ. FT.	(74.19 %) (0.50± AC)

PARKING SPACES:

PARKING SPACES	REQUIRED	PROVIDED
1 PARKING SPACE PER 75 SF GROSS BUILDING AREA	38 SPACES	20 SPACES
STANDARD	36 SPACES	18 SPACES
HANDICAP	2 SPACES	2 SPACES
REQUIRED BY VARIANCE		18 SPACES

18 SPACES REQUIRED BY VARIANCE

GENERAL NOTES

- HAZARDOUS WASTE DISPOSAL SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATION.
- ALL LANDSCAPE AREAS ABUTTING VEHICULAR USE AREAS SHALL BE CURBED OR PROTECTED BY CURB STOPS.
- ALL BUILDING, PARKING AND ACCESS AREAS SHALL DOCUMENT COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICAN DISABILITIES ACT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
- SOIL EROSION AND SEDIMENT CONTROL DEVICE SHALL BE IN PLACE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
- LANDSCAPING SHALL BE ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 153 OF THE LANDSCAPE CODE OF THE CITY OF PORT ST. LUCIE.
- NO LANDSCAPING OTHER THAN GRASSES SHALL BE LOCATED WITHIN 10' OF A CITY LINE OR APPURTENANCE. ALL OTHER UTILITIES SHALL BE A MINIMUM OF 5' HORIZONTAL SEPARATION FROM CITY UTILITY MAINS FOR PARALLEL INSTALLATIONS AND MINIMUM 18" BELOW CITY MAINS.(ALL MEASUREMENTS ARE TAKEN FROM OUTSIDE TO OUTSIDE.)
- NO LANDSCAPING SHALL BE PLACED IN A MANNER THAT WOULD CREATE CONFLICTS THE INTENDED OPERATION AND MAINTENANCE OF MANY EXISTING UTILITY.
- SIGNS ARE NOT PART OF THIS REVIEW AND SHALL BE PERMITTED SEPARATELY FROM THIS APPLICATION .(SEE CHAPTER 155(SIGN CODE) CITY PORT ST. LUCIE LAND DEVELOPMENT REGULATIONS.)
- THE PROPERTY OWNER, CONTRACTOR, AND AUTHORIZED REPRESENTATIVES SHALL PROVIDED PICKUP, REMOVAL, AND DISPOSAL OF LITTER WITHIN THE PROJECTS LIMITS AND SHELL BE RESPONSIBLE FOR MAINTENANCE OF THE AREA FROM EDGE PAVEMENT TO THE PROPERTY LINE WITHIN THE CITY'S RIGHT–OF–WAY IN ACCORDANCE WITH CITY CODE,SECTION 41.08 (G)

ABBREVIATION LEGEND:

C/L L; C – CENTERLINE
POB – POINT OF BEGINNING
POC – POINT OF COMMENCEMENT
ORB – OFFICIAL RECORDS BOOK
NT – NON–TANGENT
PC – POINT OF CURVATURE
PCC – POINT OF COMPOUND CURVATURE
PT – POINT OF TANGENCY
INV. – INVERT
C – CHORD
CB – CHORD BEARING
EP – EDGE OF PAVEMENT
(C) – CALCULATED
(P) – PLAT
(A) – ACTUAL
(D) – DEED
(TYP) – TYPICAL
T37S – TOWNSHIP 37 SOUTH
R40E – RANGE 40 EAST
ELEC – ELECTRIC
PGS – PAGES
PG – PAGE
PB – PLAT BOOK
BWF – BARBED WIRE FENCE
CLF – CHAIN LINK FENCE
WPF – WOOD POST FENCE
HWF – HOG WIRE FENCE
COR – CORNER
CI – CATCH INLET
FGI – FLAT GRATE INLET
TSB – TRAFFIC SIGNAL BOX
MH – MANHOLE
FF – FINISH FLOOR
GOV'T – GOVERNMENT
DEPT. – DEPARTMENT
BLK – BLOCK
APPROX – APPROXIMATE
TELE – TELEPHONE
W/ – WITH
FP&L – FLORIDA POWER AND LIGHT
FND – FOUND
IR – IRON ROD
CONC. – CONCRETE
IP – IRON PIPE
PVC – POLYVINYL CHLORIDE PIPE
RCP – REINFORCED CONCRETE PIPE
CPP – CORRUGATED PLASTIC PIPE
CMP – CORRUGATED METAL PIPE
MES – MITERED END SECTION
ELEV – ELEVATION
IR&C – IRON REBAR & CAP
N&D – NAIL & DISK
LB – LICENSED BUSINESS
ELLIP – ELLIPITICAL
R/W – RIGHT–OF–WAY
BLDG. – BUILDING
IRR. – IRRIGATION
S/W – SIDEWALK
SMH – SANITARY SEWER MANHOLE
STMH – STORM DRAINAGE MANHOLE
E BOX – ELECTRIC BOX

DRAINAGE STATEMENT:

THE STORM WATER SYSTEM FOR THIS PROJECT IS A LIGHT MODIFICATION OF THE EXISTING SYSTEM FOR THE BACK OCCUPYING. THE PROPOSED MODIFICATION FOR THE RESTAURANT REDUCES THE AMOUNT OF IMPERVIOUS AREA FOR 16.58 PERCENT TO 14.19 PERCENT. THIS MODIFICATION DOES NOT IMPACT THE EXISTING DRAINAGE FOR THE SITE AND ADJACENT PARCELS. THE SITE IS GRADED WITH SLOPES TOWARDS 4 CATCH BASIN WITH A CONNECTION TO THE MASTER DRAINAGE SYSTEM FOR DARWING PLAZA. THE EXISTING OVERALL MASTER STORM WATER SYSTEM FOR THE SITE WAS TO ACCOMMODATE , THIS SITE UNDER SFWD PERMIT # 56–00332–S

ENVIRONMENTAL ASSESSMENT

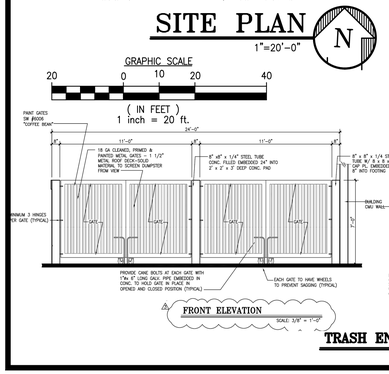
THE SITE IS A FULLY DEVELOPED SITE PRIORITY OCCUPIED BY A BANK. ASBESTOS SURVEY CONDUCTED OF THE BUILDING UREALS THAT ASBESTOS WAS DETECTED. IN AMOUNT GREATENS THAN 1 PERCENT. THERE ARE NO WETLANDS, RARE HABITATS, THREATED OR ENDANGERED SPECIES OR INVASIVE /EXOTIC VEGETATION. NO ENVIRONMENTAL ACCESSMENT IS REQUIRED.

TRAFFIC STATEMENT

PER TRAFFIC STUDY PROVIDED BY KIMLEY.HORN, THE TRIP GENERATION POTENTIAL FOR THE PROPOSED DEVELOPMENT WAS CALCULATED. USING TRIP GENERATION RATES. AND BY ITE IS TRIP GENERATION MANUAL, 12TH EDITION. THE STUDY ANTICIPATE A REDUCTION OF 86 DAILY TRIPS, (19 IN BOUND & 19 OUTBOUND) AND ARE INCREASE OF 37 NEW PM PEAK HOURS TRIP(19 IN BOUND AND 18 OUTBOUND) ARE COMPARISON TO THE EXISTING ARE THE SITE.

PSLUSD NOTES

THE MINIMUN SEPARATION BETWEEN PSLUDSD MAINS AND OTHER UTILITIES, AS MEASURED FROM THE OUTSIDE OF EACH PIPE, SHALL BE AS FOLLOWS: WATER MAINS SHALL BE LOCATED A MINIMUM OF 10' FROM A GRAVITY SEWER, FORCE MAIN AND RECLAIMED WATER MAIN. THE VERTICAL SEPARATION SHALL BE AT LEAST LEAST 18" WITH THE WATER MAIN CROSSING OVER THEOTHER PIPES. ALL PSLUSD PIPES SHALL HAVE MINIMUM HORIZONTAL SEPARATION OF 5' FROM ALL OTHER UNDERGROUND UTILITIES INCLUDING LIGHT POLES AND A VERTICAL SEPARATION OF AT LEAST 18" INCLUDING FOOTERS. (USM PAGE 16, LINE 5)

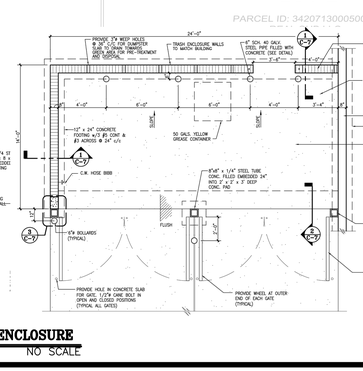


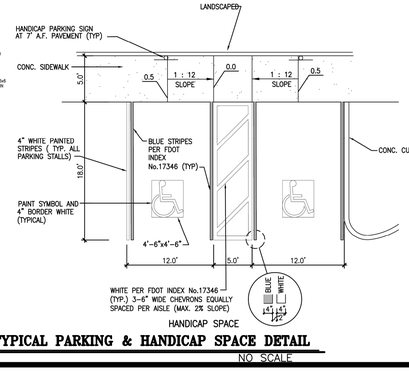
SITE PLAN

1"=20'–0"

TRASH ENCLOSURE

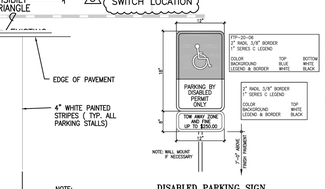
NO SCALE





TYPICAL PARKING & HANDICAP SPACE DETAIL

NO SCALE



13 DISABLED PARKING SIGN (PTP 20–06 PER FDOT INDEX 17355)
NOT TO SCALE

4	04–29–26
3	03–13–26
2	12–17–25
1	09–16–25

NO. DATE REMARKS
REVISIONS

POLLO TROPICAL RESTAURANT

3201 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE,
ST. LUCIE COUNTY, FL.

PROJECT NO:
DATE: 08.20.2025

C–1

3 SITE PLAN

SITE PLAN: P26-024
SPECIAL EXCEPTION: P26-025
PSLUSD: # 11-219-00
CHECKED: E.C DRAWN: F.S

CKE GROUP, INC.
engineering • architecture
17190 ROYAL PALM BLVD.
SUITE #2
WESTON, FLORIDA 33326
PH 305.558.4124
FX 305.826.0619
CERTIFICATE OF AUTHORIZATION - 4432

SEAL:

EDUARDO L. CARCACHE LICENSE No. 31914 STATE OF FLORIDA PROFESSIONAL ENGINEER

Eduardo L. Carcache digitally signed by Eduardo L. Carcache Date: 2025.08.29 14:04:00

This item has been digitally signed by Eduardo L. Carcache on the date adjacent to the seal. Printed copies of the document are not considered signed and sealed and the signature must be verified on any electronic copies.

EDUARDO L. CARCACHE, PE 31914
MICHAEL E. CARCACHE, PE
ARCHITECT-AR 103661
STATE OF FLORIDA
CKE GROUP, INC COA-4432

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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: daryl@corporatepropertyservices.net

PROPERTY OWNER:

Name: PSLDarwin LLC

Address: 4200 Northside Parkway , Bldg 2 Suite 200, Atlanta, GA 30327

Telephone No. (954) 426-5144

APPLICANT (IF OTHER THAN OWNER, ATTACH AUTHORIZATION TO ACT AS AGENT):

Name: Corporate Property Services, Inc. - Dayl Johnson

Address: 1239 E. Newport Center Drive, Suite 113, Deerfield Beach, FL 33442

Telephone No. (954) 426-5144 Email daryl@corporatepropertyservices.net

SUBJECT PROPERTY:

Legal Description: Lot A - Darwin Square - Plat Book 34, Page 30, Section 19 - Township 37 South - Range 40 East

Parcel I.D. Number: 3420-713-0001-000-5

Address: 3201 SW Port St. Lucie Boulevard, POrt St. Lucie, Florida 34947

Current Zoning Classification CG

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.

Please see Variance Project Narrative - Parking Variance

Signature of Applicant | Craig McDonald Hand Print Name | 2/3/26 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.

03/02/20

§ 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;

Please see Project Narrative - Variance

(2) Please explain if these conditions and circumstances result from actions by the applicant;

Please se Project Narrative Variance

(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;

Please see Project Narrative - Variance

(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;

Please see Project Narrative Variance

(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;

Please see Project Narrative Variance

(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;

Please see Project Narrative - Variance

(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.

Please see Project Narrative - Variance

Signature of Applicant	Craig McDonald	2/3/21
Signature of Applicant	Hand Print Name	Date

CPS
CORPORATE PROPERTY SERVICES

POLLO TROPICAL
PARKING VARIANCE
3201 South Port St. Lucie Boulevard
Port St. Lucie, Florida
February 3, 2026

The 0.68-acre (29,695 square feet) site is located at 3201 Southwest Port St. Lucie Boulevard in Port St. Lucie, Florida. The property is zoned General Commercial (CG) and has a "Commercial" future land use designation. There is currently an existing, closed bank with a drive thru on the parcel, that will be demolished prior to construction of the proposed 2,841 square foot Pollo Tropical fast food restaurant with a drive-thru.

Vehicular access to the proposed Pollo Tropical restaurant will be provided via three of the existing access connection points located at the northwest corner, the northeast corner and the southwest corner of the site. The existing access point at the southeast corner of the site will be closed, to provide the drive-thru for the restaurant. The City of Port St. Lucie Land Development Code requires 38 parking spaces and the proposed layout provides 20 parking spaces. Parking provided is 90-degree angled spaces throughout the subject site. A parking variance is requested to allow 20 spaces in lieu of 38 parking spaces, which is a deviation of 18 parking spaces. A parking study has been prepared, based on the parking demand of three existing Pollo Tropical quick-serve restaurants. This study demonstrates that 5.037 vehicles per 1,000 square feet are required for a typical Pollo Tropical restaurant, and therefore 14 parking spaces will meet demand. Thus, the proposed parking supply of 20 parking spaces is more than sufficient to meet the parking demand.

Pursuant to Code Section 158.295, the Planning and Zoning Board may authorize a variance based upon the following criteria of the City of Port St. Lucie Land Development ("City Code"). The Applicant is requesting variances based on the criteria as follows:

CODE SECTION	REQUIREMENT	ALLOWED	PROPOSED	VARIANCE
Section 158.221 (C) (16) Off Street Parking	1 parking space per 75 SF (2841 SF /7 5 SF = 38 spaces)	Variance Requested	20 parking spaces	18 parking spaces

1. That special conditions and circumstances exist which are peculiar to the land, structure or building and which are not applicable to other lands, structures, or buildings in the same zoning district.

Response: The subject property has a unique circumstance since the use is being redeveloped from a bank to a fast-food restaurant with a drive thru. A restaurant requires significantly more queuing for the drive thru area, as compared to a bank use, which results in less property area being available to accommodate parking. Pollo Tropical was able to increase the total number of parking spaces by one space, from 19 parking spaces to 20 on-site spaces. Other vacant properties in the same zoning district do not have this same special condition.

2. That the special conditions and circumstances do not result from any action of the applicant.

   Response: This hardship is directly related to the physical characteristics of the property, not to personal circumstances or financial considerations. The applicant is proposing to redevelop a site within the Publix Supermarket Shopping Center, to enhance the surrounding area, while providing a design that promotes economic development, as well as public safety and welfare.

3. That granting of 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.

   Response: The requested relief is necessitated solely by the special physical condition of the uniqueness of the subject property. Other properties within the same zoning district may be able to comply with the parking requirement because they do not have the constraints and confines of an already developed parcel. The parking study prepared by Kimley-Horn justifies a reduced parking rate and documents that the 20 parking spaces provided on-site will exceed the demand of 14 parking spaces for this Pollo Tropical restaurant. Therefore, the requested variance does not allow a use, intensity or parking reduction that would otherwise be prohibited, but rather permits reasonable and comparable use of the property, consistent with similarly situated developments.

4. The 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.

   Response: Other properties within the same zoning district, that possess more typical physical characteristics, can comply with the parking requirement. Due to site-specific limitations of the subject property, strict enforcement of the code would preclude reasonable use of this property. Literal interpretation of the parking code would deny the applicant the opportunity to redevelop the site in a manner that promotes infill & economic development.

5. That the variance is the minimum variance that will make possible the reasonable use of the property, and the variance will be in harmony with the general intent of this chapter and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

   Response: The 18-parking space variance request, when the code requires 38 parking spaces, is the minimum request that will allow Pollo Tropical to make reasonable use of the property when redeveloped. It will foster safe site circulation within the site and shopping center, while also

increasing the landscape areas. The proposed 20 parking spaces will exceed the maximum demand of 14 spaces identified in the parking study prepared by Kimley-Horn.

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.

   Response: Granting of the parking variance will be in harmony with the general intent and purpose of the chapter. The variance requested will in no way be injurious or detrimental to the public welfare. Approval of the variance will enable Pollo Tropical to redevelop the subject parcel, while incorporating site improvements that are beneficial 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.

   Response: There will be full compliance with any conditions and safeguards directed from the Planning and Zoning Board or Zoning Administrator.

April 29, 2026

Ms. Diana Spriggs, P.E.
Regulatory Division Director
City of St. Port Lucie Public Works Department
121 S.W. Port St. Lucie Blvd, Building B
Port St. Lucie, FL 34984

RE: ***Pollo Tropical Parking Analysis***
Port St. Lucie, Florida

Dear Ms. Spriggs:

Kimley-Horn and Associates, Inc. has undertaken the following parking analysis to evaluate anticipated parking demand for a proposed Pollo Tropical quick-service restaurant just northwest of the intersection of SW Alexandria Avenue & SW Port St. Lucie Boulevard in Port St. Lucie, Florida. The subject property will be incorporated into a commercial shopping plaza that includes a fast-food restaurant, an emergency clinic, a grocery store, and other commercial uses. The proposed Pollo Tropical quick-service restaurant will be 2,841 square feet with dual drive through lanes.

Kimley-Horn has prepared this parking analysis to be included as a part of the site plan application to the City of Port St Lucie to determine if adequate parking is provided on-site. The conceptual site plan for the project site is included in **Attachment A**. As shown in the site plan, the restaurant is proposed to provide 20 parking spaces, which is a variance of 18 spaces from the City's code-required parking of 38 spaces (1 space per 75 square feet).

Pollo Tropical Quick-Service Restaurant Parking Calculations

Parking occupancy counts were collected at three nearby Pollo Tropical locations from the hours of 11:00 AM to 2:00 PM to determine an appropriate parking occupancy rate for the proposed site. The following sites were surveyed to determine an appropriate parking demand rate:

- 1365 St. Lucie W Blvd, Port St. Lucie, FL
- 2200 SE Federal Hwy, Stuart, FL
- 1550 W Indiantown Rd, Jupiter, FL

Parking data was collected at these sites from 11:00 AM to 2:00 PM on a typical Thursday. This time period was chosen based on information provided by the applicant which identified the hours serving lunch on Thursday as the highest demand times for restaurant sales. The parking counts considered the total number of vehicles parked on-site at each of the locations surveyed during ten-minute intervals. The collected parking counts are provided in **Attachment B**.

Table 1 summarizes the results of the parking counts and the highest observed parking demand rate in spaces per 1,000 square feet. As shown in **Table 1**, the highest observed parking demand rate was 5.037 Spaces per 1,000 square feet.

Table 2 applies this parking demand rate to the square footage of the proposed restaurant to identify the parking demand and parking supply needed for the proposed restaurant. As summarized in **Table 2**, the proposed restaurant is projected to need 14 spaces based on the parking demand rate determined based on the parking counts collected at the surveyed sites.

Table 1: Parking Demand Rate Based on Parking Occupancy Counts

Location	Restaurant Size (SF)	Highest Observed Parking Demand (Spaces)	Parking Demand Rate (Spaces per KSF)
1365 St. Lucie W Blvd, Port St. Lucie, FL	3,506	16	4.563
2200 SE Federal Hwy, Stuart, FL	3,375	17	5.037
1550 W Indiantown Rd, Jupiter, FL	3,334	12	3.599

Table 2: Parking Demand at Proposed Restaurant

Proposed Restaurant Location	Restaurant Size (SF)	Parking Demand Rate (Spaces per KSF)	Proposed Parking Demand
3201 SW Port St. Lucie Boulevard, Port St. Lucie, FL	2,841	5.037	14 spaces

Conclusion

A parking demand analysis was performed for a proposed Pollo Tropical just northwest of the intersection of SW Alexandria Avenue & SW Port St Lucie Boulevard in Port St. Lucie, Florida. The subject property will be incorporated into a larger commercial development that will include a fast-food restaurant, an emergency clinic, a grocery store, and other commercial uses.

Based upon the parking demand data from the other nearest Pollo Tropical quick-service restaurants, the proposed restaurant needs at least 14 spaces to accommodate parking demand. Therefore, the proposed parking supply of 20 spaces is sufficient to accommodate parking demand.

Please contact us if you have any questions or need additional information.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Digitally signed by
Stephanie Guerra
Date: 2026.04.29
19:55:15 -04'00'

Stephanie A. Guerra, P.E.
Transportation Engineer

Florida Registration Number: 84302

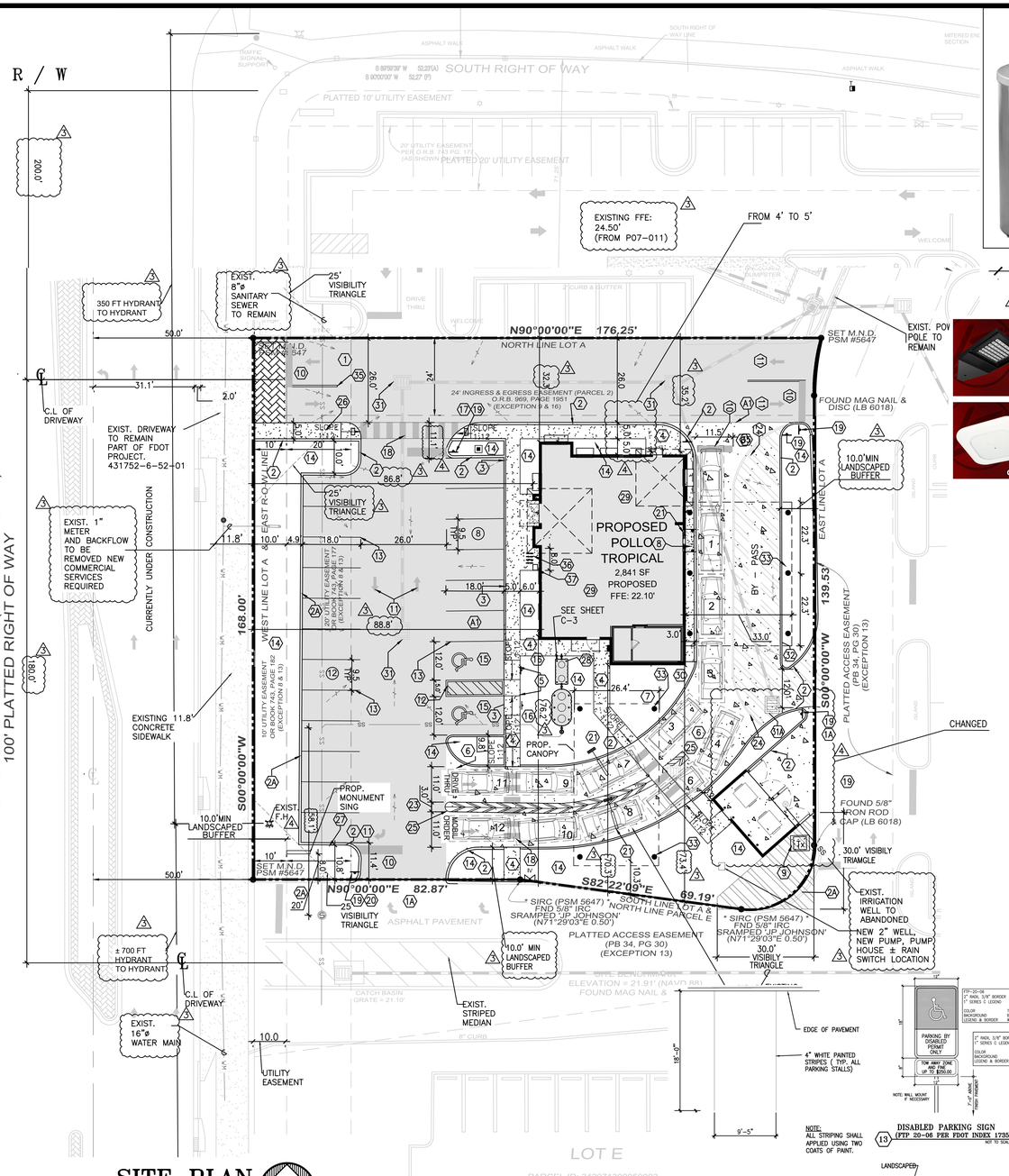
Attachments: Site Plan
Pollo Tropical Parking Data

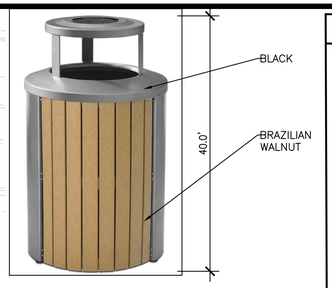
K:\WPD_TPTO\043600001 - Pollo Tropical PSL\Documents\Queuing Analysis\2026-1-20 Pollo Tropical Parking Analysis.docx

Kimley»Horn

ATTACHMENT A

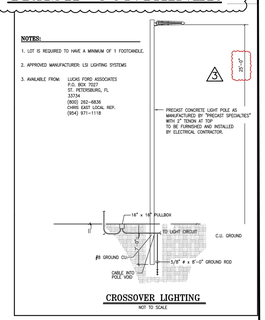
Site Plan





TRASH CONTAINER





CROSSOVER LIGHTING
NOT TO SCALE

LEGEND

- ACCESSIBLE PARKING SPACES
- NEW PARKING SPACES
- LANDSCAPE
- NEW CONC. SIDEWALK
- ASPHALT PAVEMENT TO BE SEAL COAT
- PROPOSED CONCRETE PAVEMENT

CONSTRUCTION NOTES:

1. EXISTING ASPHALT PAVEMENT TO REMAIN
1A. SAWCUT EXISTING PAVEMENT. NEW PAVEMENT TO MATCH EXIST.
2. PROPOSED 6" P.C.C. TYPE 'D' CURB AS PER DETAIL.
2A. EXISTING 6" P.C.C. TYPE 'D' CURB TO REMAIN
3. P.C.C. CURB EDGE SIDEWALK AS PER DETAIL.
4. P.C.C. CONCRETE SIDEWALK AS PER DETAIL
5. P.C.C. HANDICAP RAMP – MAX SLOPE 1:12.
6. 6" THICK P.C.C. PAD W/ 6"x6" –6/6 W.W.M. OVER CRUSHED AGGREGATE OR GRAVEL BASE. CONSTRUCTION JOINTS AT 10 FEET ON CENTER.
7. TRASH ENCLOSURE AS PER DETAIL.
8. STEEL BOLLARD AS PER DETAIL.
9. PROPOSED TRANSFORMER PAD – COORDINATE WITH FPL.
10. 24" STOP BAR WHITE (THERMOPLASTIC)
11. TRAFFIC ARROWS PAINTED WHITE.
12. 6" WHITE STRIPES AT 60° (PER FDOT INDEX No. 17346)
13. PROPOSED 4" WHITE STRIPES (TYPICAL AT PARKING SPACES)
14. LANDSCAPE AREA.
15. HANDICAP PARKING AS PER DETAIL.
16. HANDICAP SIGN 7'–0" A.F.P.
17. PEDESTRIAN CROSSING "SIGN WITH TEXT," "STOP FOR PEDESTRIANS IN CROSSWALK.' ALSO CONTAINING SMALL RED CIRCLE STOP SIGN SYMBOL (DOUBLE SIDED)
18. PEDESTRIAN CROSSING (5' WIDE–12" WHITE @ 3' c/c) 5% MAX SLOPE; 2% MAX CROSS SLOPE
19. STANDARD F.D.O.T. HIGH INTENSITY "STOP" SIGN. R1–1 (30"x30")
20. STANDARD F.D.O.T. "RIGHT TURN ONLY" SIGN R3–5R (36"X30")
21. SENSOR LOOP AT MENU & D/T WINDOW
22. MENU BOARD AND ORDER POINT
23. PAVEMENT MARKERS
24. 6" WHITE STRIPES AT 45° – 3' C.C.
25. 6" YELLOW STRIPE
26. WALKWAY CONNECTION TO PORT ST. LUCIE BOULEVARD
27. PROPOSED MONUMENT SIGN.
28. PROPOSED GREASE INTERCEPTOR LOCATION.
29. ALL ROOF MOUNTED EQUIPMENT AND ACCESSORIES SHALL BE SCREENED FROM VIEW BY PARAPET
30. ELECTRIC METER – COORDINATE WITH FPL.
31. EXISTING CATCH BASIN TO REMAIN.
31A. PROP. CATCH BASIN.
32. PROPOSED CANOPY.
33. PROPOSED STRUCTURAL COLUMN BY CANOPY MANUFACTURER
34. STANDARD F.D.O.T. "DO NOT ENTER" SIGN (R5–1) (30"x30")
35. 12'–DOUBLE 6" YELLOW STRIPE
36. PROPOSED BICYCLE RACK.
37. OUTDOOR TRASH CONTAINER ANOVA .MADISON 35 GALS. WITH BONNET ASH TOP MODEL # TR 35 BTA. 40" H X 24" DIA. COLOR BLACK W / BRAZILIAN WALNUT "TRASH" TEXT 5" HIGH MAXIMUM.



POLLO TROPICAL SITE

LOCATION MAP

N.T.S.

LEGAL DESCRIPTION:

PARCEL 1
LOT A OF DARWIN SQUARE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED AND FILED IN PLAT BOOK 34, PAGES 30 AND 30A, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 2
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS SET FORTH AND DESCRIBED IN THE SHOPPING CENTER EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1114, PAGE 2764, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PROPOSED POLLO TROPICAL:

SITE DATA:

ZONING: "CG – PSL 2"
LAND USE: COMERCIAL GENERAL

TOTAL LAND AREA:	29,695.09 SQ. FT.	(0.68± ACRES)
BUILDING AREA:	2,841 SQ. FT.	(9.57 %)
BUILDING HEIGHT	29'–0" PROPOSED 35'–0" –MAX ALLOWED.	
TOTAL LANDSCAPED AREA:	7,664.09 SQ. FT.	(25.81 %)
TOTAL PAVED AREA & WALKS:	19,190.00 SQ. FT.	(64.72 %)
PERVIOUS AREA:	7,664.09 SQ. FT.	(25.81 %) (0.18± AC)
IMPERVIOUS AREA:	22,031.00 SQ. FT.	(74.19 %) (0.50± AC)

PARKING SPACES:

PARKING SPACES		REQUIRED	PROVIDED
1 PARKING SPACE PER 75 SF GROSS BUILDING AREA		38 SPACES	20 SPACES
	STANDARD	36 SPACES	18 SPACES
	HANDICAP	2 SPACES	2 SPACES
	REQUIRED BY VARIANCE		18 SPACES

18 SPACES REQUIRED BY VARIANCE

GENERAL NOTES

- HAZARDOUS WASTE DISPOSAL SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATION.
- ALL LANDSCAPE AREAS ABUTTING VEHICULAR USE AREAS SHALL BE CURBED OR PROTECTED BY CURB STOPS.
- ALL BUILDING, PARKING AND ACCESS AREAS SHALL DOCUMENT COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICAN DISABILITIES ACT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
- SOIL EROSION AND SEDIMENT CONTROL DEVICE SHALL BE IN PLACE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
- LANDSCAPING SHALL BE ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 153 OF THE LANDSCAPE CODE OF THE CITY OF PORT ST. LUCIE.
- NO LANDSCAPING OTHER THAN GRASSES SHALL BE LOCATED WITHIN 10' OF A CITY LINE OR APPURTENANCE. ALL OTHER UTILITIES SHALL BE A MINIMUM OF 5' HORIZONTAL SEPARATION FROM CITY UTILITY MAINS FOR PARALLEL INSTALLATIONS AND MINIMUM 18" BELOW CITY MAINS.(ALL MEASUREMENTS ARE TAKEN FROM OUTSIDE TO OUTSIDE.)
- NO LANDSCAPING SHALL BE PLACED IN A MANNER THAT WOULD CREATE CONFLICTS THE INTENDED OPERATION AND MAINTENANCE OF MANY EXISTING UTILITY.
- SIGNS ARE NOT PART OF THIS REVIEW AND SHALL BE PERMITTED SEPARATELY FROM THIS APPLICATION .(SEE CHAPTER 155(SIGN CODE) CITY PORT ST. LUCIE LAND DEVELOPMENT REGULATIONS.)
- THE PROPERTY OWNER, CONTRACTOR, AND AUTHORIZED REPRESENTATIVES SHALL PROVIDED PICKUP, REMOVAL, AND DISPOSAL OF LITTER WITHIN THE PROJECTS LIMITS AND SHELL BE RESPONSIBLE FOR MAINTENANCE OF THE AREA FROM EDGE PAVEMENT TO THE PROPERTY LINE WITHIN THE CITY'S RIGHT–OF–WAY IN ACCORDANCE WITH CITY CODE,SECTION 41.08 (G)

ABBREVIATION LEGEND:

C/L L; C – CENTERLINE
POB – POINT OF BEGINNING
POC – POINT OF COMMENCEMENT
ORB – OFFICIAL RECORDS BOOK
NT – NON–TANGENT
PC – POINT OF CURVATURE
PCC – POINT OF COMPOUND CURVATURE
PT – POINT OF TANGENCY
INV. – INVERT
C – CHORD
CB – CHORD BEARING
EP – EDGE OF PAVEMENT
(C) – CALCULATED
(P) – PLAT
(A) – ACTUAL
(D) – DEED
(TYP) – TYPICAL
T37S – TOWNSHIP 37 SOUTH
R40E – RANGE 40 EAST
ELEC – ELECTRIC
PGS – PAGES
PG – PAGE
PB – PLAT BOOK
BWF – BARBED WIRE FENCE
CLF – CHAIN LINK FENCE
WPF – WOOD POST FENCE
HWF – HOG WIRE FENCE
COR – CORNER
CI – CATCH INLET
FGI – FLAT GRATE INLET
TSB – TRAFFIC SIGNAL BOX
MH – MANHOLE
FF – FINISH FLOOR
GOV'T – GOVERNMENT
DEPT. – DEPARTMENT
BLK – BLOCK
APPROX – APPROXIMATE
TELE – TELEPHONE
W/ – WITH
FP&L – FLORIDA POWER AND LIGHT
FND – FOUND
IR – IRON ROD
CONC. – CONCRETE
IP – IRON PIPE
PVC – POLYVINYL CHLORIDE PIPE
RCP – REINFORCED CONCRETE PIPE
CPP – CORRUGATED PLASTIC PIPE
CMP – CORRUGATED METAL PIPE
MES – MITERED END SECTION
ELEV – ELEVATION
IR&C – IRON REBAR & CAP
N&D – NAIL & DISK
LB – LICENSED BUSINESS
ELLIP – ELLIPITICAL
R/W – RIGHT–OF–WAY
BLDG. – BUILDING
IRR. – IRRIGATION
S/W – SIDEWALK
SMH – SANITARY SEWER MANHOLE
STMH – STORM DRAINAGE MANHOLE
E BOX – ELECTRIC BOX

DRAINAGE STATEMENT:

THE STORM WATER SYSTEM FOR THIS PROJECT IS A LIGHT MODIFICATION OF THE EXISTING SYSTEM FOR THE BACK OCCUPYING. THE PROPOSED MODIFICATION FOR THE RESTAURANT REDUCES THE AMOUNT OF IMPERVIOUS AREA FOR 16.58 PERCENT TO 14.19 PERCENT. THIS MODIFICATION DOES NOT IMPACT THE EXISTING DRAINAGE FOR THE SITE AND ADJACENT PARCELS. THE SITE IS GRADED WITH SLOPES TOWARDS 4 CATCH BASIN WITH A CONNECTION TO THE MASTER DRAINAGE SYSTEM FOR DARWING PLAZA. THE EXISTING OVERALL MASTER STORM WATER SYSTEM FOR THE SITE WAS TO ACCOMMODATE , THIS SITE UNDER SFWD PERMIT # 56–00332–S

ENVIRONMENTAL ASSESSMENT

THE SITE IS A FULLY DEVELOPED SITE PRIORITY OCCUPIED BY A BANK. ASBESTOS SURVEY CONDUCTED OF THE BUILDING UREALS THAT ASBESTOS WAS DETECTED. IN AMOUNT GREATENS THAN 1 PERCENT. THERE ARE NO WETLANDS, RARE HABITATS, THREATED OR ENDANGERED SPECIES OR INVASIVE /EXOTIC VEGETATION. NO ENVIRONMENTAL ACCESSMENT IS REQUIRED.

TRAFFIC STATEMENT

PER TRAFFIC STUDY PROVIDED BY KIMLEY.HORN, THE TRIP GENERATION POTENTIAL FOR THE PROPOSED DEVELOPMENT WAS CALCULATED. USING TRIP GENERATION RATES. AND BY ITE IS TRIP GENERATION MANUAL, 12TH EDITION. THE STUDY ANTICIPATE A REDUCTION OF 86 DAILY TRIPS, (19 IN BOUND & 19 OUTBOUND) AND ARE INCREASE OF 37 NEW PM PEAK HOURS TRIP(19 IN BOUND AND 18 OUTBOUND) ARE COMPARISON TO THE EXISTING ARE THE SITE.

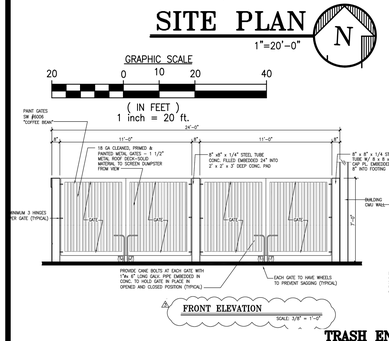
PSLUSD NOTES

THE MINIMUN SEPARATION BETWEEN PSLUDSD MAINS AND OTHER UTILITIES, AS MEASURED FROM THE OUTSIDE OF EACH PIPE, SHALL BE AS FOLLOWS: WATER MAINS SHALL BE LOCATED A MINIMUM OF 10' FROM A GRAVITY SEWER, FORCE MAIN AND RECLAIMED WATER MAIN. THE VERTICAL SEPARATION SHALL BE AT LEAST LEAST 18" WITH THE WATER MAIN CROSSING OVER THEOTHER PIPES. ALL PSLUSD PIPES SHALL HAVE MINIMUM HORIZONTAL SEPARATION OF 5' FROM ALL OTHER UNDERGROUND UTILITIES INCLUDING LIGHT POLES AND A VERTICAL SEPARATION OF AT LEAST 18" INCLUDING FOOTERS. (USM PAGE 16, LINE 5)

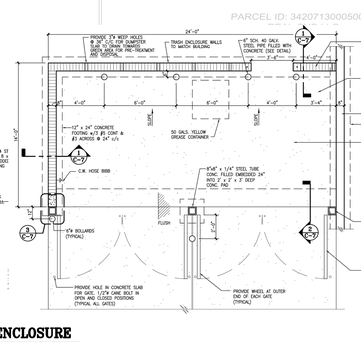
SITE PLAN

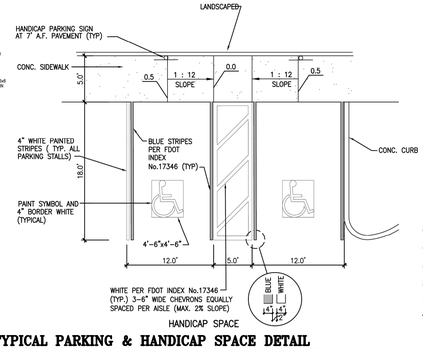
1"=20'–0"

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.

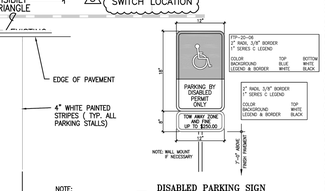


TRASH ENCLOSURE
NO SCALE





TYPICAL PARKING & HANDICAP SPACE DETAIL
NO SCALE



NOTE:
ALL STRIPING SHALL APPLIED USING TWO COATS OF PAINT.

13 DISABLED PARKING SIGN (PTP 20–06 PER FDOT INDEX 17355)
NOT TO SCALE

4	04–29–26
3	03–13–26
2	12–17–25
1	09–16–25
NO.	DATE REMARKS

REVISIONS

POLLO TROPICAL RESTAURANT

3201 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE,
ST. LUCIE COUNTY, FL.

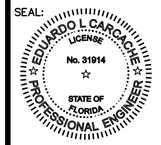
PROJECT NO:
DATE: 08.20.2025

C–1
3 SITE PLAN

SITE PLAN: P26-024
SPECIAL EXCEPTION: P26-025
PSLUSD: # 11-219-00
CHECKED: E.C DRAWN: F.S

GROUP
CKE GROUP, INC.
engineering • architecture
17190 ROYAL PALM BLVD.
SUITE #2
WESTON, FLORIDA 33326
PH 305.558.4124
FX 305.826.0619
CERTIFICATE OF AUTHORIZATION - 4432

SEAL:



This item has been digitally signed by Eduardo L. Carcache on the date adjacent to the seal. Printed copies of the document are not considered signed and sealed and the signature must be verified on any electronic copies.

EDUARDO L. CARCACHE, PE 31914
MICHAEL E. CARCACHE, PE
ARCHITECT-AR 103661
STATE OF FLORIDA
CKE GROUP, INC COA-4432

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Kimley»Horn

ATTACHMENT B

Pollo Tropical Parking Data

Location: 1365 St Lucie W Blvd
Date: 1/15/2026
Time: 11:00a - 2:00p

ALL TRAFFIC DATA SERVICES

Total capacity 19

	Total
Spaces	Spaces Occupied
11:00 AM	6
11:15 AM	6
11:30 AM	8
11:45 AM	8
12:00 PM	9
12:15 PM	11
12:30 PM	12
12:45 PM	16
1:00 PM	14
1:15 PM	12
1:30 PM	12
1:45 PM	10
2:00 PM	9

Location: 2200 SE Federal Hwy
Date: 1/15/2026
Time: 11:00a - 2:00p

ALL TRAFFIC DATA SERVICES

Total capacity 43

	Total
Spaces	Spaces Occupied
11:00 AM	7
11:15 AM	8
11:30 AM	11
11:45 AM	13
12:00 PM	13
12:15 PM	12
12:30 PM	14
12:45 PM	14
1:00 PM	14
1:15 PM	13
1:30 PM	13
1:45 PM	17
2:00 PM	12

Location: 1550 W Indiantown Road
Date: 1/15/2026
Time: 11:00a - 2:00p

ALL TRAFFIC DATA SERVICES

Total capacity 31

	Total
Spaces	Spaces Occupied
11:00 AM	7
11:15 AM	8
11:30 AM	10
11:45 AM	10
12:00 PM	11
12:15 PM	11
12:30 PM	11
12:45 PM	10
1:00 PM	12
1:15 PM	10
1:30 PM	10
1:45 PM	7
2:00 PM	6

January 27, 2026

RE: Pollo Tropical
3201 SW Port St. Lucie Blvd.
Port St. Lucie, FL
Parcel ID: 3420-713-0001-000-5

To Whom It May Concern:

This letter is to authorize and acknowledge that

CORPORATE PROPERTY SERVICES, INC.
1239 E. Newport Center Drive, Suite 113
Deerfield Beach, Florida 33442

are to act as Authorized Agent for PSL Darwin LLC in all matters of government regulations regarding site planning and permitting activities with the State of Florida, St. Lucie County and the City of Port St. Lucie.

Sincerely,

PSL Darwin LLC

By: _____
Name: Robert L Gautier
Title: Manager

STATE OF GEORGIA

The foregoing instrument was acknowledged before me this 27th, day of January, 2026 by Robert L Gautier as Manager for PSL Darwin LLC on behalf of the corporation. He is personally known and did not take an oath.

_____
Signature of Notary Public

07/15/2029
My Commission Expires

TARAL S JANI
NOTARY PUBLIC
Forsyth County
State of Georgia
My Commission Expires July 15, 2029

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4872418 OR BOOK 4621 PAGE 757, Recorded 06/02/2021 11:29:54 AM Doc Tax: $5075.00

PIN: 3420-713-0001-000/5

Return To: Jennie Clayton
First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
404-558-7768
File No. FL252102177JC

Prepared By: Shannon S. Vukmir, Esquire
Sitko Bruno, LLC
2740 Smallman Street, Suite 300
Pittsburgh, PA 15222

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed this 26 day of May, 2021, by:

PNC BANK, NATIONAL ASSOCIATION, a national banking association, successor by merger to Harbor Federal Savings Bank, having an address c/o PNC Realty Services at The Tower at PNC Plaza, 300 Fifth Avenue, 22nd Floor, Pittsburgh, PA 15222, hereinafter called "**Grantor**", to:

PSL (DARWIN) LLC, a Georgia limited liability company, having an address at 4200 Northside Parkway, NW, Building Two, Suite 200, Atlanta, GA 30327, hereinafter called "**Grantee**".

WHEREVER used herein, the terms Grantor and Grantee shall include singular and plural, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

WITNESSETH, that Grantor, for and in consideration of the sum of Seven Hundred Twenty-Five Thousand and 00/100 Dollars ($725,000.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, and sells unto Grantee, and Grantee's successors and assigns forever, all that certain parcel of land in the County of St. Lucie, State of Florida, to wit (the "**Property**"):

> Lot A of Plat of Darwin Square according to the map or plat thereof recorded and filed in Plat Book 34, Pages 30 and 30A public records of St. Lucie County, Florida.
>
> Tax Parcel No.: 3420-713-0001-000/5
>
> BEING the same property which Warmack Florida Enterprises, Ltd., by Special Warranty Deed dated December 8, 1997 and recorded on December 11, 1997, with the Public Records of St. Lucie County, Florida, at Official Records Book 1114, Page 2761, granted and conveyed unto Harbor Federal Savings Bank. The said Harbor Federal Savings Bank merged into PNC Bank, National Association, a national banking association, Grantor herein.

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

UNDER AND SUBJECT, WITHOUT LIMITATION, TO:

(a) Real property taxes and assessments not yet due and payable;

(b) Matters that would be disclosed by an accurate survey;

(c) Easements, rights-of-way, restrictions, leases, conditions, covenants, restrictions, agreements and all other matters of public record; and

(d) All laws, regulations and restrictions, including, without limitation, building and zoning ordinances, of municipal or other governmental authorities applicable to and enforceable against the Property.

AND FURTHER SUBJECT TO the following restrictions:

(a) From and after the date of this Deed and continuing thereafter for a period of five (5) years (the "**Restriction Period**"), neither the Property, nor any part thereof, shall be used for the purpose of conducting or in connection with the business of a commercial bank, savings bank, savings and loan association, credit union or mortgage bank, or other financial services organization, including, without limitation the installation and operation of one or more automated teller machine (each, an "**ATM**", collectively, the "**ATMs**") and/or night deposit boxes or safety deposit boxes; provided, however that Grantor, its successors and assigns, shall not be subject to such restriction. In addition to the foregoing restriction, at all times during the Restriction Period, the Property shall not be used for any marijuana-related uses, including, without limitation, a medical marijuana dispensary.

(b) The foregoing restriction shall be a covenant running with the land, and shall automatically terminate without necessity of action by either Grantor or Grantee upon the expiration of the Restriction Period.

(c) Grantee acknowledges and agrees that damages arising from or out of Grantee's violation of this restriction would be difficult, if not impossible to ascertain and that Grantor shall have the right to enforce said restriction through injunctive relief or any other right or remedy available at law or in equity, and in such event Grantor shall be entitled to reimbursement from Grantee, or its successors or assigns, of all costs and expenses incurred in enforcing this restriction, including, but not limited to, attorneys' fees and expenses.

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

GRANTEE BY ACCEPTANCE OF THIS DEED SPECIFICALLY ACKNOWLEDGES THAT NEITHER GRANTOR NOR ANYONE ON BEHALF OF GRANTOR MAKES ANY WARRANTIES OR COVENANTS (EXCEPT THOSE ASSOCIATED WITH TITLE), INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PROPERTY, AND IT IS EXPRESSLY UNDERSTOOD THAT THE PROPERTY IS BEING CONVEYED IN AN "AS IS" AND "WITH ALL FAULTS" CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE AFFIRMS THAT THERE ARE NO

REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, EXCEPT THOSE ASSOCIATED WITH TITLE.

AND Grantor hereby covenants 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; that Grantor hereby specially warrants the title to the Property, and Grantor will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

SIGNATURE PAGE TO FOLLOW

Un-Official Copy

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its proper officer thereunto duly authorized, this 20th day of May, 2021.

WITNESSES:

PNC BANK, NATIONAL ASSOCIATION,
a national banking association

Print Name: Anthony Tanner

By: Kathleen A. Taylor
Kathleen A. Taylor, Vice President

Print Name: PAUL TAYLOR II

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this the 20th day of May, 2021, before me the undersigned Notary Public, personally appeared the above named Kathleen A. Taylor, known to me to be a Vice President of PNC BANK, NATIONAL ASSOCIATION, a national banking association, who acknowledged that she did sign said instrument for and on behalf of PNC BANK, NATIONAL ASSOCIATION, being thereunto duly authorized by said PNC BANK, NATIONAL ASSOCIATION; that the same is her free act and deed and the free act and deed of said national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above set forth.

Notary Public

My Commission Expires: November 22, 2023

Commonwealth of Pennsylvania - Notary Seal
Jenny L. Fessler, Notary Public
Allegheny County
My commission expires November 22, 2023
Commission number 1049451
Member, Pennsylvania Association of Notaries

UNOFFICIAL

Darwin Square Pollo Tropical

Variance (P26-023)

Planning and Zoning Board – June 2, 2026
Cody Sisk, Planner III

Variance Request

- A request for a variance to allow a reduction in the required parking for a standalone drive-though restaurant.
- The request is to grant a variance of 18 spaces to Section 158.221 (C) (15) of the Zoning Code. The required parking is 38 spaces.
- Per Section 158.221 (C) (15) of the Zoning Code, one space is required for each 75 square feet of gross floor area for a standalone restaurant use.
- The proposed restaurant, Pollo Tropical, would consist of a 2,841 square foot building and proposes 20 parking spaces.

Project Background

- The subject property is a 0.69 acre parcel located near the southeast corner of SW Darwin Boulevard and SW Port St. Lucie Blvd. with a bank on it.

- The property is zoned General Commercial (CG) and the applicant is proposing to redevelop the site for a standalone drive-through restaurant.

- The parking variance is for a reduction of 18 total spaces. The site requires 38 parking spaces, but the applicant is proposing 20 spaces.

Parking Analysis

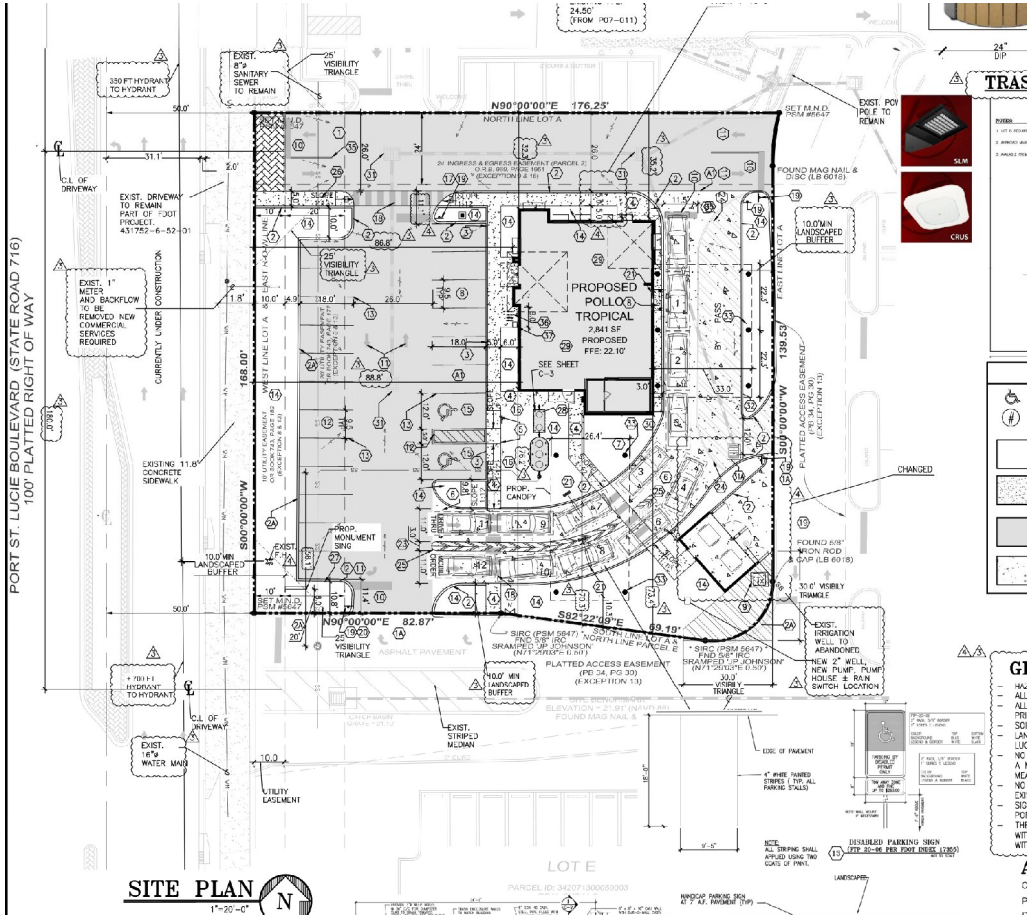
- A parking demand analysis was submitted to support the variance request.
- The parking analysis compares the highest parking demand data (midday) for three other Pollo Tropical restaurants in the area.
- The applicant's analysis states that 20 parking spaces would be sufficient for this user.

Applicant/Property Owner & Location

Property Owner	PSL Darwin LLC
Agent	Daryl Johnson, Corporate Property Services, Inc.
Location	3201 SW Port St. Lucie Boulevard
Existing Use	Bank



Proposed Site Plan



Planning & Zoning Board Action Options

- Motion to approve
- Motion to approve the variance with conditions
- Make a motion to deny
- Make a motion to table

Agenda Summary

2026-461

Agenda Date: 6/2/2026 **Agenda Item No.:** 9.a

Placement: New Business

Action Requested: Motion / Vote

Rescheduling of the November 2026 Meeting from November 3rd to November 2nd.

Submitted By: Mary Savage Dunham, Planning Department

Executive Summary: The November meeting is currently scheduled for November 3rd, which is election day. Staff recommends rescheduling to Monday, November 2nd for the convenience of the applicants and residents.

Presentation Information: N/A

Staff Recommendation: Move that the Board vote to reschedule the November 2026 regular meeting from November 3rd to November 2nd, meeting to be held at 6 p.m. in the City Council Chambers.

Alternate Recommendations:

1. Move that the Board table the item and provide direction to staff.

Background: N/A

Issues/Analysis: N/A

Special Consideration: N/A

Location of Project: N/A

Attachments: N/A

Docusign Envelope ID: 4507D51B-C502-4283-98FE-A8BDA600EED2

PSL BUSINESS CENTER LEASE

THIS PSL BUSINESS CENTER LEASE (the "**Lease**") is made as of the 24th day of November 2025, between PSL BUSINESS CENTER PARTNERSHIP, located at 584 NW UNIVERSITY BLVD, PORT ST. LUCIE, FLORIDA 34986, (the "**Landlord**"), and **Diamond Elite Academy, LLC, a Florida limited liability company** (the "**Tenant**").

W I T N E S S E T H:

In consideration of the covenants herein contained, on the part of the Tenant to be kept and performed, the Landlord hereby leases to the Tenant the "**Demised Premises**", being 580 NW University Blvd., Suite 120, Port St. Lucie, Florida 34986, containing **+/- 26,595 SF**, located within a business center (the "**Project**") known as "PSL Business Center." (Suite numbers for the Demised Premises include 120, 130, 140 and 150, but Suite 120 is being used to identify the Demised Premises.)

TO HAVE AND TO HOLD the same unto the Tenant on the following terms and conditions:

1. "**Commencement Date**" means December 1, 2025 and **"Rent Commencement Date"** means September 1, 2026.

2. "**Lease Term**" means Seven (7) Years from the Rent Commencement Date (September 1, 2026 through August 31, 2033). Provided Tenant has never defaulted on rent payments or otherwise breached the lease during the Initial Term, Tenant shall have Two (2) options to extend the lease for an additional Five (5) years with continuing rental increases of three percent (3%) per annum as provided in the initial term of this lease. Tenant shall provide Landlord with written notice of its intent to exercise each option to renew One Hundred and Twenty (120) days prior to the end of the then current lease term.

3. "**Permitted Use**" means use of the Demised Premises as a school and baseball training facility. Landlord agrees not to lease another space in the Project to any other business offering baseball training or private middle/high school or preschool.

4. "**Gross Rent**" for the term of the Lease will be as shown in the following chart:

Lease Term	Yearly Rent	Monthly Rent
Year 1	$678,172.50	$56,514.38
Year 2	$704,767.50	$58,730.63
Year 3	$731,362.50	$60,946.88
Year 4	$753,303.38	$62,775.28
Year 5	$775,902.48	$64,658.54
Year 6	$799,179.55	$66,598.30
Year 7	$823,154.94	$68,596.24

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5. "**Security Deposit**" means Fifty-Six Thousand Five Hundred Fourteen and 38/100 Dollars ($56,514.38).

6. "**Guarantor**" means Tiffany Romero and Jose Romero.

7. "**Brokers**" means John Chapman, Chapman Commercial Real Estate, Inc., who represents the Landlord and Marlyn Rodriguez, Coldwell Bank Stuart, who represents the Tenant.

8. **Money Due at Lease Execution -** The Tenant has delivered to the Landlord with its delivery of the Lease a check in the amount of One Hundred Eighty-One Thousand Six Hundred Twenty-Five and 00/100 Dollars (**$181,625.00)** constituting the total of the **Security Deposit** in the amount of Fifty-Six Thousand Five Hundred Fourteen and 38/100 Dollars (**$56,514.38**), the Monthly Rent due for **June 2026** in the amount of Fifty-Six Thousand Five Hundred Fourteen and 38/100 Dollars (**$56,514.38**) and the Monthly Rent due for **May 2033** in the amount of Sixty-Eight Thousand Five Hundred Ninety-Six and 24/100 Dollars (**$68,596.24**).

Tenant shall deposit rent at TD Bank, Bank Account Number: 4351917427. For ACH/EFT/Wire: Acct. #: 4351917427; Routing/ABA#: 067014822. Checks must include Tenant's company name, unit # and address.

9. **Contingency for SBA Loan and Special Exception for School -** This Lease is contingent upon Tenant being approved for a SBA Loan to complete Tenant's build out of the Premises. This lease is also contingent upon Tenant receiving a Special Exception from the local government to allow Tenant to operate a private school at the Premises. If Tenant does not receive approval of the SBA Loan and the Special Exception within One Hundred Twenty (120) days of the Lease Commencement Date and chooses to cancel the lease on the One Hundred Twenty-First (121st) date after the Lease Commencement Date, then Tenant shall forfeit 50% of the Security Deposit. If Tenant does not receive approval of the SBA Loan and the Special Exception and chooses to cancel the Lease between One Hundred Twenty-One (121) days and One Hundred Twenty-Four (124) days after the Lease Commencement Date, then Tenant shall forfeit 100% of the Security Deposit. If Tenant does not cancel this Lease for the foregoing reasons on or before One Hundred Twenty-Five (125) days from the Lease Commencement Date, then Tenant will be bound by the terms of the lease. Cancellation of the lease must be confirmed in writing by email to John Chapman at john@chapmancommercialrealestate.com and Lance Feldman at lfeldman@rpm18.com.

Landlord shall be allowed to continue to market the Premises until Tenant has agreed to fully perform the terms of the lease. If Landlord receives another acceptable offer to lease the Premises before Tenant has agreed to fully perform the lease, then Landlord shall notify Tenant and provide Tenant with the opportunity to agree to fully perform the lease. Tenant shall have 48 hours from the time of notification of the other acceptable offer to determine whether it intends to cancel or fully perform the lease.

10. **Exclusivity.** Landlord agrees not to lease another space in the Project to another private school with a baseball training program or a private middle/high school of preschool during the term of Tenant's lease.

11. **Signage.** Tenant may install signage on the building and on the entry doors to the Premises. All signage must be approved by Landlord and the local government. Monument signage is not permitted.

12. **Parking.** Except for where PEDIATRIC INSTITUTE FOR HEALTH AND WELLNESS, LLC **dba Adult and Pediatric Institute ("API")** has ten (10) designated parking spaces located in front of

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API's primary entrance at the Northwest corner of the Building, Tenant shall have access to all the non-exclusive shared parking surrounding the Building.

13. **Electric, Water and Garbage** – Electric, Water and Garbage are included in the rent.

14. **Right of First Refusal** – Tenant shall have the Right of First Refusal to lease any adjacent or contiguous space that becomes available in the Building. Upon Landlord's receipt of any acceptable offer from any acceptable third party, Landlord shall provide Tenant with the terms of such offer and Tenant shall have three (3) days from Tenant's receipt of such offer to respond with an offer that meets or exceeds the third party offer. Tenant shall lose this right if it has ever defaulted on this lease.

15. **Right of First Offer** – Tenant shall have the Right of First Offer to purchase the Building located at 580 NW University Blvd. ("Building") should Landlord elect to sell the Building provided Tenant responds within seven (7) days of written notice from Landlord of its intent to sell the Building. Tenant shall lose this right if it has ever defaulted on this lease.

16. **Internet/Data/WiFi, Telephone and Cleaning** – Internet/Data/WiFi, Telephone and Cleaning are Tenant's responsibility.

17. The Exhibits listed below are also incorporated herein.

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LANDLORD: PSL BUSINESS CENTER PARTNERSHIP

DocuSigned by:

By: _____ 11/24/2025
63A30EBD87E94B2...
Allen Chelminsky, as its Authorized Member
Date: November 24, 2025

TENANT:

Signed by:

By: Tiffany C. Romero 11/24/2025
8F4DF66BBB8D45D...
Tiffany Romero, as its Authorized Member
Date: November 24, 2025

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EXHIBITS

A. Standard Provisions.
B. The Landlord's Work and The Tenant's Work.
C. Lease Guaranty.

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EXHIBIT A

STANDARD PROVISIONS

FOR

BUSINESS CENTER LEASE

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Initial TCR

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1. Demised Premises, Commencement, Construction And Acceptance.

a. The Landlord owns or controls the land at 580 to 584 NW University Blvd. Port St. Lucie, Florida 34986, together with the actual or proposed buildings and improvements depicted thereon. The Landlord reserves for itself the roof, the air space above the roof, the space below the floor, the exterior portions of the Demised Premises (other than the store front), and the right to install, maintain, use, repair and replace pipes, duct work, conduits, utility lines and wires in the Demised Premises. The Landlord will not unreasonably interfere with the normal business operations of the Tenant when performing such work. The Landlord further reserves the right at any time to relocate the automobile parking areas and other Common Areas; to change the number of buildings, buildings' dimensions, the number of floors in any of the buildings, store dimensions, Common Areas, the identity and type of other stores and tenancies; to construct other improvements in the Project; and to increase or decrease the size and scope of the Project; provided only that the general location and size of the Demised Premises, reasonable access to the Demised Premises and the parking facilities and visibility of the Demised Premises will not be materially impaired.

b. If the Project is under construction and/or the Landlord or Tenant has assumed construction rights and obligations with regard to the improvement of the Demised Premises, the terms thereof are set forth in Exhibit B to the Lease, entitled "Landlord's Work and the Tenant's Work". In the performance of any improvement work, the Tenant is furthering its own interests and not acting as the agent of the Landlord.

c. If for any reason the Landlord cannot deliver possession of the Demised Premises to the Tenant, the Landlord will not be subject to any liability therefor, nor will such failure affect the validity of the Lease or the obligations of the Tenant or extend the term thereof, but in such case, the Tenant will not be obligated to pay rent until possession of the Demised Premises is tendered to the Tenant. However, if the Landlord has not delivered possession of the Demised Premises within 180 days from the Estimated Completion Date, the Tenant may, at the Tenant's option, by notice in writing to the Landlord within 10 days thereafter, cancel the Lease, in which event the parties shall be discharged from all obligations thereunder. If the Tenant occupies the Demised Premises prior to the Commencement Date, such occupancy will be subject to all provisions hereof, such occupancy will not advance the termination date and the Tenant will pay rent for such period at the initial monthly rates.

d. The Landlord will deliver the Demised Premises to the Tenant in its current condition with Landlord’s personal property removed and HVAC units in good working order. Except as otherwise provided in the Lease, the Tenant hereby accepts the Demised Premises in the condition existing as of the Commencement Date or the date that the Tenant takes possession of the Demised Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Demised Premises, and any covenants or restrictions of record, with which the Tenant agrees to comply. The Tenant acknowledges that neither the Landlord nor the Landlord's agent has made any representation or warranty as to the present or future suitability of the Demised Premises for the conduct of the Tenant's business. The Landlord's liability with respect to latent defects in construction it performs will not extend beyond 1 year from the Commencement Date, whether or not such defects are discovered within said period.

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e. The Tenant shall be permitted to install a satellite dish, antenna or similar communications equipment (collectively, a "**Dish**") on the roof of the building provided the Tenant has first obtained the Landlord's consent, which the Landlord may condition, grant or withhold in its sole and absolute discretion. Any such Dish must be for the sole, internal use of the Tenant and the use thereof may not be licensed, sold or made available to anyone other than the Tenant. In any instance where the Tenant has obtained the Landlord's consent to install a Dish on the roof, the Tenant shall ensure that all work on the roof is performed in a manner so as not to adversely affect the Landlord's roof warranty. The Landlord may require that all work on the roof is performed by the Landlord's contractor. The Tenant will not interfere in any way with another tenant's use of its Dish or the conduct of the other tenant's business.

2. Rent/Renewal Option.

a. The Tenant will pay to the Landlord the Gross Rent, payable in advance and without demand, in equal monthly installments on the first day of each month of the Lease Term. If the Commencement Date should be a day other than the first day of the month, the Tenant will pay Gross Rent equal to 1/30th of the monthly Gross Rent multiplied by the number of rental days in such fractional month. The first such monthly installment of Gross Rent will be due and payable on or before the Commencement Date.

b. The Gross Rent payable by the Tenant during each successive 12-month period of the initial Lease Term, commencing on the first day of the thirteenth month after the Rent Commencement Date, will be increased at that time and every 12 months thereafter for the remainder of the Lease Term and all extensions and renewals thereof so that it is 103% of the Gross Rent due during the preceding 12-month period. Provided Tenant has never defaulted on the Lease, then Tenant will have two (2) options to renew this Lease for an additional Five (5) years with continued 3% annual increases to the Gross Rent.

c. The covenant of the Tenant to pay rent is separate and distinct from other covenants, and the Tenant will have no right of setoff or reduction in the payment of rent for any reason. Payments must be in United States currency.

3. Deposit. Concurrently with the execution of the Lease, the Tenant will deliver to the Landlord the Deposit as security for the faithful performance of the Tenant's obligations. The Tenant intends to and does hereby grant to the Landlord a security interest in the Deposit. If the Tenant should fail to pay rent or other charges due hereunder, or otherwise should default with respect to any provision of the Lease, the Landlord may use, apply or retain all or any portion of the Deposit for the payment of any rent or other charge due it by reason of the Tenant's default, or to compensate the Landlord for any loss or damage which the Landlord may suffer thereby. If the Landlord so uses or applies all or any portion of said Deposit, the Tenant will within 10 days after written demand therefor to deposit cash with the Landlord in an amount sufficient to restore the Deposit to the full amount hereinabove stated. The Landlord will not be required to keep the Deposit separate from its general accounts nor to cause interest to accrue thereon. The Deposit, or so much thereof as shall not have been applied by the Landlord pursuant to the Lease, will be returned without payment of interest or other increment for its use to the Tenant (or, at the Landlord's option, to the last assignee or subtenant, if any of the Tenant's interest hereunder have been transferred) at the expiration of the Lease Term and after the Tenant has vacated the Demised

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Premises. No trust relationship is created between the Landlord and Tenant with respect to the Deposit. The Deposit is not an advance payment of rent and is not a measure of the Landlord's loss or damages.

4. Taxes.

a. Should any governmental authority acting under any existing or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment upon or against the Lease, the execution thereof and/or the Gross Rent, or any item of additional rent payable by the Tenant to the Landlord whether by way of substitution for or in addition to any existing tax or otherwise, and whether or not evidenced by documentary stamps or the like, the Tenant will be responsible for and will pay such tax, excise and/or assessment, or will reimburse the Landlord for the amount thereof, as the case may be.

b. The Tenant will pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment, inventory and all other personal property of the Tenant contained in the Demised Premises or elsewhere. The Tenant will cause such trade fixtures, furnishings, equipment, inventory and all other personal property to be assessed and billed separately from the property of the Landlord. However, should any of the Tenant's personal property be assessed with the Landlord's property, the Tenant will pay to the Landlord the taxes attributable to such personal property within 10 days after receipt of a written statement setting forth the taxes applicable to the Tenant's personal property.

c. The Tenant will pay any and all sales tax, tax on rentals, and any other charges, taxes and/or impositions now in existence or hereafter imposed by any governmental authority against the Lease, the execution hereof and/or the Gross Rent and any other charge payable by the Tenant.

5. Common Area.

a. The term "**Common Area**" means that part of the Project designated by the Landlord from time to time for the common use of all tenants, including, among other facilities, parking area, sidewalks, landscaping, water retention, curbs, loading areas, private streets and alleys, lighting facilities, hallways and restrooms, all of which will be subject to the Landlord's sole management and control. Without limiting the generality of the foregoing, the Landlord reserves the right to enter into, modify and terminate easements and other agreements pertaining to the maintenance and use of the parking areas and other Common Areas; to close any and all portions of the Common Area to such extent and for such time as may, in the sole discretion of the Landlord's counsel, be legally necessary to prevent a dedication thereof or the accrual of rights to any person or the public therein; and to make changes, additions, deletions, alterations or improvements in and to the Common Areas, provided there will be no unreasonable obstruction of the Tenant's right of ingress to or egress from the Demised Premises. The Landlord will operate, maintain and repair the Project in a commercially reasonable manner.

b. The Tenant and its employees, customers, subtenants, licensees and concessionaires will have the nonexclusive right and license to use the Common Area in common with the Landlord, other tenants of the Project and other persons permitted by the Landlord to use the same and subject to such reasonable rules and regulations governing use applicable to all tenants in the Project as the Landlord may from time to time prescribe. The Landlord will provide

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to the Tenant 4 nonexclusive parking spaces for every 1,000 square feet of rentable area in the Demised Premises, free of additional charge. The Tenant does not have the right to use more than this number of parking spaces in the Project without first having received the written consent of the Landlord, which the Landlord may grant, deny or condition in its sole discretion.

6. Permitted Use.

a. The Tenant will continuously use and occupy the Demised Premises for the Permitted Use and for no other use or purpose. The Tenant has determined to its satisfaction that the Demised Premises can be used for the Permitted Use and the Tenant waives any right to terminate the Lease in the event the Demised Premises cannot be used for such purposes (conditioned upon the approval of a Special Exception to use a portion of the Premises as a private school), for any reason at any time during the Lease Term. The Tenant will not breach exclusive and prohibited use provisions in other leases for space in the Project.

b. The Tenant will:

(i) Comply with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record and requirements in effect during the term of the Lease regulating the use of the Demised Premises and with such reasonable rules and regulations as the Landlord may in its sole discretion adopt and modify from time to time.

(ii) Keep the sidewalks, service-ways and loading areas adjacent to the Demised Premises neat, clean and free from dirt, rubbish, insects and pests at all times and store all trash and garbage within the Demised Premises or within the area designated by the Landlord for storing such trash; not operate an incinerator or burn trash or garbage within the Project; and not obstruct any of the sidewalks, parking areas or any other portion of the Common Area.

(iii) Keep the inside of all glass in the windows and doors of the Demised Premises clean and maintain all the displays visible outside the Demised Premises in a neat and attractive condition; and not use any loudspeaker, voice-making or other sound projection device in such a manner as to be audible to anyone outside the Demised Premises, nor will the Tenant use or display any flashing lights visible to anyone outside the Demised Premises.

(iv) Display no merchandise outside the Demised Premises; not solicit business or distribute any hand bills or other advertising matter in the Common Area; not permit any objectionable or unpleasant odors to emanate from the Demised Premises; nor place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Demised Premises.

(v) Load and unload all merchandise, supplies, fixtures, equipment and furniture and cause the collection of rubbish only through the rear service door of the Demised Premises. No deliveries of any kind will be made through the front entrance.

(vi) Keep the Demised Premises free and clear of all rodents, bugs and vermin, and use, at its cost and at such intervals as the Landlord shall reasonably require, a reputable pest extermination contractor to provide extermination services in the Demised Premises.

(vii) Insure that it and its employees park their vehicles in areas designated by the Landlord from time to time for such purpose and not in areas designated as

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restricted by the Landlord from time to time. The Landlord has assumed no duty to police any exclusive parking designations in the Project.

(viii) Not at any time, without first obtaining the Landlord's written consent: (A) conduct or permit any fire, bankruptcy, option, "going out of business", stock reduction or any similar type of sale, whether real or fictitious, in the Demised Premises, or utilize any unethical method of business operation; (B) change, whether by alteration, replacement, rebuilding or otherwise, the exterior color or architectural treatment of the Demised Premises or of the building in which the Demised Premises are located, or any part thereof; and (C) go upon the roof of the building in which the Demised Premises are located for any reason.

c. The Tenant will not use the Demised Premises, nor permit the use of the Demised Premises, for the storage, transportation or disposal of "hazardous" or "toxic" materials as commonly known or otherwise defined under any law relating to environmental conditions and industrial hygiene, including, without limitation, the Resource Conversation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Super Fund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act and the Florida Air and Water Pollution Control Act. Such materials would include, without limitation, asbestos or any substance containing asbestos, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials. The Tenant will provide to the Landlord forthwith after receipt of same photocopies of all notices of violation received by it with regard to any rules, regulations or laws applicable to such materials, the commencement of any enforcement action, the service of any potentially responsible party demand letter from any private or governmental party or the loss of any operating permit by reason of the use or release of any such materials. The Tenant will promptly at its expense clean up and remediate any environmental problem in the Demised Premises, including the spill of hazardous or toxic materials, caused by it or its agents, contractors or invitees. The Landlord may enter the Demised Premises and perform any action necessary to remediate contamination or to correct any condition giving rise to any such notice of violation.

d. In the event the Tenant should conduct a use within the Demised Premises which would increase the insurance premium cost or invalidate any insurance policy carried on the Project, the Tenant will pay as additional rent, upon demand of the Landlord, any such increased premium cost due to the Tenant's use of the Demised Premises. The Tenant will report to the Landlord any condition it believes would affect any insurance policy carried on the Project. Further, in the event the Tenant's use of the Demised Premises increases the cost of operating or maintaining the Project, the Tenant will pay as additional rent, upon demand of the Landlord, such additional costs as the Landlord should reasonably require. Such additional costs would include, without limitation, increased utility and maintenance costs by reason of extended business hours.

7. Maintenance And Repair.

a. The Landlord will keep the foundation, exterior walls (except store fronts, plate glass windows, doors, door closure devices, window and door frames, molding, locks and hardware) and roof of the Demised Premises in good repair, as a component of Operating Costs, except that the Landlord will not be required to make any repairs occasioned by the act or

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negligence of the Tenant, its agents, employees, subtenants, licensees and concessionaires, which repairs will be made by the Tenant, subject to the Landlord's supervision. In the event that the Demised Premises should become in need of repairs required to be made by the Landlord hereunder, the Tenant will give immediate written notice thereof to the Landlord, and the Landlord will not be responsible in any way for the failure to make any such repairs until a reasonable time will have elapsed after delivery of such written notice. Other than as herein provided, the Landlord will not be responsible to maintain or make any improvements or repairs of any kind in or upon the Demised Premises.

b. The Tenant will keep and maintain in full compliance with all laws, rules and regulations (as same may be enacted or amended from time to time) and in good order, condition and repair (which will mean replacement if necessary) the Demised Premises and every part thereof, except as hereinbefore provided, including, without limitation, the exterior and interior portions of all doors, door checks, security gates, windows, glass, utility facilities, plumbing and sewage facilities within the Demised Premises or under the floor slab (including free flow up to the main sewer line), fixtures, heating, air conditioning (including exterior mechanical equipment), exterior signs and exterior electrical equipment serving the Demised Premises and interior walls, floors and ceilings. The indemnification in this paragraph will also apply to any damage to the Project caused by the Tenant or any of its employees, contractors or workmen which occurs during any construction activities by the Tenant.

c. The Tenant, at its own cost and expense, will enter into a regularly scheduled biannual preventive maintenance/service contract with a maintenance contractor approved by the Landlord for servicing all heating and air conditioning systems and equipment servicing the Demised Premises, and an executed copy of such contract will be delivered to the Landlord. This service contract must include all services suggested by the equipment manufacturer within the operations/maintenance manual and must become effective within 30 days after the date the Tenant will have taken possession of the Demised Premises. The Landlord may, but will not be required to, upon notice to the Tenant, elect to enter into such a maintenance/service contract on behalf of the Tenant or to perform the work itself and, in either case, the Tenant will pay to the Landlord within 10 days after demand the cost of such contract or work plus 10% percent of the amount thereof (for the Landlord's service and overhead costs). The Tenant will be responsible for any repairs to the HVAC equipment. Tenant shall split the cost of maintenance and repairs of any HVAC units shared with another tenant.

8. Alterations.

a. The Tenant will not make any alterations, additions or improvements to the Demised Premises without the prior written consent of the Landlord, except for the installation of unattached, movable personalty, including trade fixtures, which may be installed without drilling, cutting or otherwise defacing the Demised Premises. The Tenant will pay all costs with respect to any alterations, additions or improvements to the Demised Premises, including, without limitation, permit and impact fees as well as hard costs, except to the extent that Landlord has agreed in this Lease to pay any such costs. All alterations, additions, improvements and fixtures (other than unattached, movable trade fixtures) which may be made by either party upon the Demised Premises will become the property of the Landlord upon installation and will remain upon and be surrendered with the Demised Premises at the termination of the Lease unless upon termination of the Lease the Landlord requests their removal, in which event the Tenant will remove the same and restore the Demised Premises to their original condition at the Tenant's expense.

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b. All construction work done by the Tenant within the Demised Premises will be performed in good and workmanlike manner, in compliance with all governmental requirements, and the requirements of any contract or mortgage to which the Landlord may be a party and of which the Tenant has received notice and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Project. The Tenant agrees to indemnify the Landlord and hold it harmless against any loss, liability or damage resulting from such work, and the Tenant will, if requested by the Landlord, furnish bond or other security satisfactory to the Landlord against any such loss, liability or damage.

c. All venting, opening, sealing, waterproofing or any altering of the roof requested and/or otherwise performed by the Tenant will be performed by the Landlord's roofing contractor upon the Landlord's approval and at the Tenant's expense, and when completed the Tenant will furnish to the Landlord a certificate from the Landlord's roofing contractor that all such alterations approved by the Landlord have been completed in accordance with the plans and specifications therefor approved by the Landlord.

9. Liens. The Tenant will not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might be or become a lien, encumbrance or charge upon the Demised Premises or the Project or the income therefrom. The Tenant will not suffer any other matter or thing whereby the estate, right and interest of the Landlord in the Demised Premises or in the Project might be impaired. If any lien or notice of lien on account of an alleged debt of the Tenant or any notice of contract by a party engaged by the Tenant or the Tenant's contractor to work in the Demised Premises should be filed against the Demised Premises or the Project, the Tenant will, within 20 days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. If the Tenant should fail to cause such lien or notice of lien to be discharged within the period provided, the Landlord, in addition to any other rights or remedies, may, but will not be obligated to, discharge the same by either paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount paid by the Landlord and all costs and expenses, including attorneys' fees, incurred by the Landlord in connection therewith, together with interest thereon at the rate of 12% per annum (for the Landlord's service and overhead costs), from the date of payment or incurring of the cost and expense, will be paid by the Tenant to the Landlord within 10 days after demand.

THE INTEREST OF THE LANDLORD IN THE DEMISED PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY OR FOR THE ACCOUNT OF THE TENANT.

10. Store Fronts And Signs. The Tenant will not, without the Landlord's prior written consent, (a) make any changes to or paint the store front; (b) install any exterior lighting, decorations or paintings; or (c) erect or install any signs, window or door lettering, place cards, decorations or advertising media of any type which can be viewed from the exterior of the Demised Premises, excepting only dignified displays of a customary type for its display windows not affixed to the windows. All signs, decorations and advertising media must conform in all respects to the sign criteria established and/or revised by the Landlord for the Project from time to time in the exercise of its sole discretion. All expenses incurred with regard to the design, construction and installation of the Tenant's signs will be costs of the Tenant, including, without

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limitation, professional fees and permit fees. The Tenant will use a sign company designated by the Landlord. The Tenant will maintain all signs in good condition and in proper operating order. All signs and/or sign cabinets will become the property of the Landlord at the termination of the Lease or upon vacation of the Demised Premises. Tenant's signs will be limited to placement on the access doors to Tenant's Premises and above the front door where prior tenant's signage is currently located. No monument signage is permitted on the Property.

11. Utilities.

a. The Tenant will contract, in its own name and will pay the charge before delinquency, for all utility services rendered or furnished to the Demised Premises, excluding trash collection, electric, water and sewer, but including gas, fire protection, and the like, together with all taxes or other charges levied on such utilities. In no event will the Landlord be liable for the quality, quantity, failure or interruption of such services to the Demised Premises. The Tenant will be responsible for and will pay all other utilities costs attributable to the conduct of its business in the Demised Premises. These obligations of the Tenant will survive termination of the Lease.

b. The Landlord may, with notice to the Tenant, or without notice in the event of an emergency, temporarily cut off and discontinue water, sewer and any or all utilities whenever such discontinuance would be necessary to make repairs or alterations. No such action by the Landlord will be construed as an eviction or disturbance of possession or as an election by the Landlord to terminate the Lease, nor will the Landlord be in any way responsible or liable under such action.

12. Insurance And Indemnity.

a. The Tenant will, at its expense, obtain and keep in force during the Lease Term a policy of comprehensive general liability insurance, together with a broad form comprehensive general liability endorsement, covering any and all claims for injuries to persons in or about the Demised Premises, including all damages from signs, glass, awnings, fixtures or other appurtenance now or hereafter erected on the Demised Premises, and insuring the indemnity provision as set forth in this paragraph. Such insurance will be in an amount not less than $l,000,000 for injury to one person in one accident, occurrence or casualty and not less than $3,000,000 for injuries to more than one person in one accident, occurrence or casualty, or, in lieu of the foregoing, a combined single limit of $3,000,000. The limits of said insurance will not, however, limit the liability of the Tenant. Not more frequently than each 3 years, if, in the reasonable opinion of the Landlord, the amount of liability insurance required hereunder should not be adequate, the Tenant will increase said insurance coverage as required by the Landlord.

b. The Tenant will, at the Tenant's expense, obtain and keep in force during the Lease Term a policy or policies of property damage liability insurance, together with broad form all peril coverage and plate glass insurance for the full replacement value of the Tenant's improvements and property, including, without limitation, inventory, trade fixtures, furnishings and other personal property, to the extent not insured by the Landlord.

c. The Tenant will be responsible for and will indemnify and hold harmless the Landlord from and against all claims, loss, cost, damage or expense arising from (1) the Tenant's use of the Demised Premises or from the conduct of the Tenant's business or from any activity, work or things done, permitted or suffered by the Tenant in or about the Demised

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Premises or elsewhere, including the installation and use of a Dish, (2) the utilities located within or under the Demised Premises causing injury to any persons or property whomsoever or whatsoever, and (3) any act or omission of the Tenant, its agents, contractors, employees, invitees, licensees, subtenants and guests. The Tenant will further indemnify and hold harmless the Landlord from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

d. The Landlord will not be liable for injury to the Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of, nor to the person of the Tenant, the Tenant's agents, contractors, employees, invitees, licensees, subtenants and guests, or any other person in or about the Demised Premises, whether the said damage or injury results from a condition arising upon the Demised Premises or upon other portions of the building of which the Demised Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing same is inaccessible to the Tenant. The Landlord will not be liable for any damages arising from the act or neglect of any other tenant of the Project or person.

e. The Tenant waives any and all rights of recovery against the Landlord, or against the officers, employees, agents and representatives of the Landlord, for loss of or damage to the Tenant or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages.

f. Any insurance policies required of the Tenant hereunder must name the Landlord and, in addition, the holder of a first mortgage on the Project or a ground lessor thereof and the Landlord's property manager, if requested to do so by the Landlord, as additional insureds as their interests may appear. Such insurance policies may not be modified or terminated without 30 days' prior written notice to the Landlord. Insurance required hereunder must be issued by reputable and independent insurers permitted to do business in the State where the Demised Premises are located and rated in Best's Insurance Guide, or any successor thereto (or, if there be none, an organization having a national reputation) as having a general policyholder rating of "A" and a financial rating of at least "13". Such policies or duly executed certificates of insurance, reflecting all the requirements of this paragraph, must be promptly delivered to the Landlord and renewals thereof as required will be delivered to the Landlord at least 30 days prior to the expiration of the respective policies.

g. The Landlord will, at its expense, obtain and keep in force during the Lease Term property insurance insuring the improvements in the Project, including tenant improvements in the Demised Premises, which the Landlord constructs and or for which the Landlord pays the costs. The Landlord may obtain such other forms of insurance coverage as it may deem appropriate for the Project, including, without limitation, commercial general liability insurance and rent loss insurance. The Landlord will be responsible for determining the types as well as the terms and conditions of all its insurance. The cost of the Landlord's insurance are includable in Operating Costs.

13. Damage And Obligation To Restore.

a. The Tenant will give immediate written notice to the Landlord of any damage caused to the Demised Premises by fire or other casualty. If the Demised Premises should

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(1) be damaged by any uninsured casualty or (2) be damaged to an extent in excess of 50% of the cost of replacement thereof, the Landlord may elect either to terminate the Lease or to proceed to rebuild and repair the Demised Premises. Further, if the Demised Premises should be damaged to such an extent that the Tenant would not be able to operate its business in the Demised Premises for more than 270 days, as reasonably determined by the Landlord's general contractor, the Tenant may elect to terminate the Lease. In either event, either the Landlord or the Tenant will give written notice of such election to the other within 30 days after the occurrence of such casualty. If the Demised Premises should be partially damaged during the last 12 months of the Lease, either the Landlord or the Tenant may elect to terminate the Lease by giving written notice to the other within 30 days after the date of occurrence of such damage.

b. Unless either the Landlord or Tenant has elected to terminate the Lease as otherwise provided herein, in the event the Demised Premises should be damaged by fire or other casualty insurable under standard fire and extended coverage insurance, the Landlord will proceed with reasonable diligence to rebuild and repair the Demised Premises. The Landlord's obligation to rebuild and repair will be limited to restoring the Demised Premises to substantially the condition in which same existed prior to the casualty, will be limited to the extent of the insurance proceeds available to the Landlord for such restoration and, further, will exclude any obligation with regard to the improvements in the Demised Premises paid for by the Tenant and the personal property and trade fixtures of the Tenant. The Tenant agrees that, promptly upon completion of such work by the Landlord, it will proceed with reasonable diligence to restore the remainder of the Demised Premises, including, but not limited to, the repair or restoration of signs, fixtures and equipment. During any period of reconstruction or repair of the Demised Premises, the Tenant will continue the operation of its business within the Demised Premises to the extent practicable. In the event the Landlord should elect to restore the Demised Premises and the Tenant should be deprived of the occupancy and use of a portion of the Demised Premises, Gross Rent will be equitably apportioned according to the area of the Demised Premises which is unusable by the Tenant, until such time as the Landlord will have completed its restoration as provided herein. In the event of total destruction of the Demised Premises, the Tenant's rent will completely abate from the date of such destruction.

c. In the event any portion of the Project should be damaged to such an extent that the Landlord, in its sole discretion, should elect to discontinue operation of the Project, the Landlord may cancel the Lease by giving written notice to the Tenant within 30 days after the date of occurrence of such damage.

d. If either the Landlord or the Tenant elects to terminate the Lease pursuant to subparagraphs a or c above, the Lease shall terminate and become null and void 60 days after the date of delivery of said notice.

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14. Eminent Domain.

a. If any part of the Project should be permanently or temporarily taken, condemned or transferred by agreement in lieu of condemnation for any public or quasi-public use or purpose by any competent authority, whether or not the Lease is terminated, the entire compensation award therefor, both leasehold and reversion, will be the property of the Landlord without any deduction therefrom for any present or future estate of the Tenant, and the Tenant hereby assigns to the Landlord all its right, title and interest to any such award. The Tenant will execute all documents required to evidence such result.

b. If the entire Demised Premises should be permanently taken, condemned or transferred as aforesaid, the Lease will terminate as of the time possession thereof vests in the condemning authority. If a portion of the Demised Pre."}|mises should be permanently taken, condemned or transferred as aforesaid, the Landlord may elect to terminate the Lease or, at its own expense, to repair and restore the portion not affected by the taking, in which latter event the Gross Rent will be reduced in proportion to the area taken, effective at the time possession vests in the condemning authority. If the Demised Premises or any part thereof should be temporarily taken, condemned or transferred as aforesaid, Gross Rent will be abated during the period of such temporary taking by the amount the Landlord receives from the condemning authority to compensate it for the use of the Demised Premises.

c. In the event any portion of the Project, other than any portion of the Demised Premises, should be taken to such an extent that the Landlord, in its sole discretion, should elect to discontinue or materially revise the operation of the Project, the Landlord may terminate the Lease by delivering notice to the Tenant within 30 days after the date possession thereof vested in the condemning authority, effective 90 days after the date possession vested in the condemning authority.

15. Assignment And Subletting. The identity and financial standing of the Tenant is a material consideration of the Landlord in entering into the Lease. The Tenant will not voluntarily, involuntarily or by operation of law assign, sell, mortgage, pledge or in any manner transfer the Lease or any estate or interest therein of the Demised Premises without the prior written consent of the Landlord, which consent the Landlord may grant or withhold in its absolute discretion. Notwithstanding any assignment or subletting, the Tenant and any guarantor of the Tenant's obligations under the Lease will at all times remain fully responsible and liable for compliance with all of the obligations of the Tenant, including the payment of rent. If the Tenant is a corporation, any transfer of this Lease from the Tenant by merger, consolidation or liquidation, or any change in ownership or power to vote of a majority of its outstanding voting stock from the owners of such stock or those controlling the power to vote of such stock as of the date of the Lease, will constitute an assignment for the purpose of the Lease. In the event of the transfer and assignment by the Landlord of its interest in the Lease and in the building containing the Demised Premises, the Landlord will thereby be released from any further obligations, and the Tenant agrees to look solely to such successor in interest for performance of such obligations.

Any assignment or sublet without Landlord's prior written consent, or an assignment or sublet by operation of law, shall be void and shall at Landlord's option terminate the Lease. The Tenant will pay to Landlord on demand and as a condition to giving its consent to any such transfer the amount of Two Thousand Five Hundred Dollars ($2,500.00) for Landlord's review and

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preparation of any sublease/assignment related documents along with any reasonable attorneys' fees and costs, and all of the profit obtained by the Tenant with respect to such transfer.

16. Default And Remedies.

a. The occurrence of any one or more of the following events will constitute a material default and breach of the Lease by the Tenant:

(i) The failure by the Tenant to make payment of rent or any other payment required to be made by the Tenant hereunder, as and when due, where such failure continues for a period of 3 days after written notice thereof from the Landlord. Landlord shall wait at least ten (10) days after providing written notice of default for non-payment of rent before exercising Landlord's lease termination rights.

(ii) The failure by the Tenant to observe or perform any of the covenants, conditions or provisions to be observed or performed by the Tenant, other than described in item (i) above, where such failure continues for a period of 10 days after written notice thereof from the Landlord; provided, however, that if the nature of the Tenant's default is such that more than 10 days are reasonably required for its cure, the Tenant will not be deemed to be in default if the Tenant commences such cure within said ten-day period and thereafter diligently pursues such cure to completion.

(iii) If the Tenant or any guarantor should commence, in any court pursuant to any statute either of the United States or of any State, an insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of debts of an individual with regular income), or if such a proceeding is commenced against the Tenant or any said guarantor and either an order for relief is entered against such party or such party fails to secure a discharge of the proceeding within 30 days of the filing thereof, or if the Tenant or any said guarantor becomes insolvent or is unable or admits in writing its inability to pay its debts as they become due, or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with its creditors or a custodian is appointed or takes possession of the Tenant's or any said guarantor's property, whether or not a judicial proceeding is instituted in connection with such arrangement or in connection with the appointment of such custodian.

(iv) The discovery by the Landlord that any financial statement given to the Landlord by the Tenant, any assignee of the Tenant, any subtenant of the Tenant, any successor in interest of the Tenant or any guarantor of the Tenant's obligations, and any of them, is materially false.

(v) Any act by the Tenant that places at risk the safety, health and/or welfare of anyone in or about the Project, which shall include, but would not be limited to, (1) any action which endangers the life or safety of another person, (2) possession of dangerous or illegal firearms, weapons or explosives, (3) engaging in criminal conduct or acts of violence, or making threats of violence toward anyone, (4) fighting or provoking a fight, (5) threatening, intimidating or coercing behavior or (6) use of obscene or abusive language or any disorderly/antagonistic conduct.

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b. In the event of any default or breach by the Tenant, the Landlord may at any time thereafter, without notice or demand and without limiting the Landlord in the exercise of any right or remedy which the Landlord may have by reason of such default or breach:

(i) Declare the entire rent for the balance of the Lease Term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

(ii) Terminate the Tenant's right to possession of the Demised Premises by any lawful means and retake possession thereof for the account of the Landlord, in which event the Tenant will immediately surrender possession of the Demised Premises to the Landlord and all further liability under the Lease on the part of the Tenant and the Landlord will terminate. Notwithstanding the foregoing, the Tenant will be liable for and will pay the Landlord the sum of all rental and other indebtedness accrued to the date of such termination, plus, as damages, an amount equal to the difference between (1) the total rental plus the Tenant's Proportionate Share of Operating Costs and Taxes for the remaining portion of the Lease Term (had such term not been terminated by the Landlord prior to the date of expiration as provided herein), and (2) the then present value of the then fair rental value of the Demised Premises for such period using such discount rates as the Landlord should deem appropriate.

(iii) Maintain the Tenant's right to possession, in which event the Lease will continue in effect whether or not the Tenant will have abandoned the Demised Premises. In such event, the Landlord will be entitled to relet the Demised Premises to such parties and on such terms as the Landlord in its sole discretion deems appropriate for the Project and its own interests and to enforce all of the Landlord's rights and remedies under the Lease, including the right to recover the rent as it becomes due.

(iv) Pursue any other remedy now or hereafter available to the Landlord under the laws and judicial decisions of the State where the Demised Premises are located.

c. In the event of a proceeding involving the Tenant under the Bankruptcy Code, 11 U.S.C.§101 et seq., if the Lease should be assumed by the Tenant's trustee in bankruptcy (after he has cured all existing defaults, compensated the Landlord for any loss resulting therefrom and provided adequate assurance of future performance), then the Lease may not be assigned by the trustee to a third party, unless such party (1) executes and delivers to the Landlord an agreement in recordable form whereby such party assumes and agrees with the Landlord to discharge all obligations of the Tenant under the Lease, (2) has a net worth and operating experience at least comparable to that possessed by the Tenant and any guarantor hereof as of the time of execution of the Lease; and (3) grants to the Landlord, to secure the performance of such party's obligations under the Lease, a security interest in such party's merchandise, inventory, personal property, fixtures, furnishings, and accounts receivable (and in the proceeds of all of the foregoing) with respect to its operations in the Demised Premises, and in connection therewith, such party will execute such security agreements, financing statements and other documents (the forms of which are to be prepared by the Landlord) as are necessary to perfect such lien.

d. If the Landlord should exercise any of its remedies hereunder, the Tenant will be liable for and will pay to the Landlord, within ten (10) days after demand therefor, the costs of removing and storing the Tenant's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Demised Premises into condition acceptable to a new tenant or tenants; real estate commissions actually paid; that portion of the leasing commission paid by the

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Landlord applicable to the unexpired term of the Lease, if applicable; and all reasonable expenses incurred by the Landlord, including attorneys' fees. If the Lease should be terminated, or the Lease Term should expire, the Landlord will have the immediate right thereafter to re-enter the Demised Premises and to remove all persons and property therefrom. Such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of the Tenant, all without service of notice or resort to legal process (all of which the Tenant expressly waives). In such event, the Landlord will not be deemed guilty of trespass or become liable for any loss or damage which may be occasioned thereby.

e. The rights and remedies granted herein to the Landlord are distinct, separate and cumulative remedies, and the exercise of any of them will not be deemed to exclude the Landlord's right to exercise any or all of the others. All charges payable by the Tenant under the terms of the Lease will be deemed rent for the purpose of the Landlord exercising its remedies.

f. No waiver of any covenant or condition or of the breach of any covenant or condition of the Lease will be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor will the acceptance of rent by the Landlord at any time when the Tenant is in default under any covenant or condition hereof be construed as a waiver of such default or of the Landlord's right to terminate the Lease on account of such default, nor will any waiver or indulgence granted by the Landlord to the Tenant be taken as an estoppel against the Landlord, it being expressly understood that if at any time the Tenant should be in default in any of its covenants or conditions hereunder, an acceptance by the Landlord of rent during the continuance of such default or the failure on the part of the Landlord promptly to avail itself of such other rights or remedies as the Landlord may have will not be construed as a waiver of such default, but the Landlord may at any time thereafter, if such default continues, terminate the Lease on account of such default.

g. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY PROCEEDING BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE LEASE, THE RELATIONSHIP OF THE LANDLORD AND THE TENANT, THE TENANT'S USE OR OCCUPANCY OF THE DEMISED PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE. THE TENANT WAIVES ALL CLAIMS FOR DAMAGES BY REASON OF THE LANDLORD'S EXERCISING ITS RIGHT TO REENTER THE DEMISED PREMISES AND TAKE POSSESSION OF THE PROPERTY LOCATED THEREIN, OR DAMAGES BY REASON OF ANY DISTRESS WARRANT, FORCIBLE DETAINER PROCEEDINGS, SEQUESTRATION PROCEEDINGS OR OTHER LEGAL PROCESS.

h. THE TENANT EXPRESSLY WAIVES ALL OF THE FOLLOWING: (I) THE REQUIREMENT UNDER SECTION 83.12 OF THE FLORIDA STATUTES THAT THE PLAINTIFF IN HIS DISTRESS FOR RENT ACTION FILE A BOND PAYABLE TO THE TENANT IN AT LEAST DOUBLE THE SUM DEMANDED BY THE PLAINTIFF, IT BEING UNDERSTOOD THAT NO BOND SHALL BE REQUIRED IN ANY SUCH ACTION; AND (II) THE RIGHT OF THE TENANT UNDER SECTION 83.14 OF THE FLORIDA STATUTES TO REPLEVY DISTRAINED PROPERTY. FURTHERMORE, IN THE EVENT OF SUIT BY OR AGAINST THE LANDLORD, THEN THE VENUE OF SUCH SUIT SHALL BE IN ST. LUCIE COUNTY, FLORIDA, AND THE TENANT HEREBY WAIVES FOR ITSELF WHATEVER RIGHTS IT MAY HAVE IN THE SELECTION OF VENUE.

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i. The Landlord will not be in default unless the Landlord fails to perform obligations required of the Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by the Tenant and to the holder of any first mortgage covering the Demised Premises whose name and address will have theretofore been furnished to the Tenant in writing, specifying wherein the Landlord has failed to perform such obligations. However, if the nature of the Landlord's obligations is such that more than 30 days are required for performance, the Landlord will not be in default if the Landlord commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion.

j. The Tenant hereby acknowledges that late payment by the Tenant to the Landlord of rent and other sums due hereunder will cause the Landlord to incur costs not contemplated by the Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on the Landlord by the terms of any mortgage covering the Demised Premises. Accordingly, if any installment of rent or any other sum due from the Tenant will not be received by the Landlord or the Landlord's designee within five (5) days after such amount will be due, the Tenant will forthwith pay to the Landlord a late charge equal to the greater of $100 or 10% of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs the Landlord will incur by reason of late payment by the Tenant. Acceptance of such late charge by the Landlord will in no event constitute a waiver of the Tenant's default with respect to such overdue amount, nor prevent the Landlord from exercising any of the other rights and remedies granted hereunder. In the event any check tendered by the Tenant should not be honored for any reason, the Tenant will pay to the Landlord immediately on demand a service fee of $100.00. Landlord shall wait at least ten (10) days after providing written notice of default for non-payment of rent before exercising Landlord’s lease termination rights.

17. Landlord's Lien. To secure the payment of all rent and other sums of money due and to become due and the faithful performance of the Lease by the Tenant, the Tenant hereby grants to the Landlord an express first and prior lien and security interest on all property (including fixtures, equipment, chattels and merchandise) which may be placed in the Demised Premises, and also upon all proceeds of any insurance which may accrue to the Tenant by reason of destruction of or damage to any such property. Such property shall not be removed therefrom without the written consent of the Landlord until all arrearages in rent and other sums of money then due to the Landlord hereunder shall first have been paid. This lien and security interest is given in addition to the Landlord's statutory lien and shall be cumulative thereto. The Landlord may file uniform commercial code financing statements sufficient to perfect this security interest. The lien and security interest created hereby shall be terminated when all of the rent and other sums of money becoming due during the lease term shall have been paid in full.

18. Subordination And Attornment.

a. The Lease is subordinate to any ground lease, mortgage or any other hypothecation for security now or hereafter placed upon the real property of which the Demised Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. This subordination is self-operative, and no further instrument of subordination will be required for any purpose. If any mortgagee or ground lessor should elect to have the Lease prior to the lien of its mortgage or ground lease, and should give written notice thereof to the Tenant, the Lease will be deemed prior

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to such mortgage or ground lease, whether the Lease is dated prior or subsequent to the date of said mortgage or ground lease. The Tenant agrees to execute any documents required to evidence such subordination or to make the Lease prior to the lien of any mortgage or ground lease, as the case may be, and failing to do so within 10 days after written demand, does hereby make, constitute and irrevocably appoint the Landlord as the Tenant's attorney in fact and in the Tenant's name, place and stead, to do so.

b. Upon request of the Landlord, the Tenant will, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Demised Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under the Lease.

c. If, in connection with obtaining financing for the real property of which the Demised Premises are a part, a banking, insurance or other recognized institutional lender should request reasonable modifications in the Lease as a condition to such financing, the Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the obligations of the Tenant hereunder, or adversely affect the leasehold interest hereby created or the Tenant's use and enjoyment of the Demised Premises.

19. Tenant Estoppel Certificate. The Tenant will at any time upon not less than 10 days' prior written notice from the Landlord execute, acknowledge and deliver to the Landlord a statement in writing: (1) certifying that the Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Lease, as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (2) acknowledging that there are not, to the Tenant's knowledge, any uncured defaults on the part of the Landlord, or specifying such defaults if any are claimed; and (3) making such other statements with respect to the Lease as may be reasonably requested by the Landlord. Any such statement may be conclusively relied upon by any prospective purchaser or existing or prospective encumbrancer of the Demised Premises.

20. Notices.

a. Any notice, request, demand, approval, consent or other communication which the Landlord or the Tenant may be required or permitted to give to the other party must be in writing and mailed by certified mail, return receipt requested, at the address specified in the Lease, or to such other address as either party will have designated by written notice to the other. Notwithstanding the foregoing, the Landlord may give notice to the Tenant by personal delivery to the Demised Premises.

b. If the holder of record of a mortgage or a ground lessor covering the Demised Premises should have given prior notice to the Tenant that it is the holder of such mortgage or is a ground lessor and such notice includes the address to which notices are to be sent, the Tenant will give to said party notice simultaneously with any notice given to the Landlord to correct any alleged default of the Landlord hereunder. Said party will have the right, within 30 days after receipt of said notice, to correct or remedy such default before the Tenant may take any action under the Lease by reason of such default; provided, however, the Tenant may take no action under the Lease by reason of such default if such party will have commenced, during said thirty-day period, to remedy the alleged default and continues thereafter to use its diligence to

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remedy the alleged default. Any notice of default given to the Landlord will be null and void unless simultaneous notice has been given to said mortgagee or ground lessor.

21. Surrender. Upon the expiration or termination of the Lease, the Tenant will deliver and surrender the Demised Premises to the Landlord in a safe condition and reasonably good order and repair, and will deliver all keys and combinations to locks, safes and vaults to the Landlord. Before surrendering the Demised Premises, the Tenant will remove all its unattached personal property and will repair any damage caused thereby. Floor coverings, window, wall and ceiling treatments will not be removed from the Demised Premises. If the Tenant should fail to restore the Demised Premises as aforesaid or if the Tenant should fail to repair any damage caused by the removal of the Tenant's property from the Demised Premises, the Landlord may restore the Demised Premises, and all such costs incurred thereby will be an expense of the Tenant. The Tenant's obligation to perform this provision will survive the end of the Lease Term. If the Tenant should fail to remove its property upon the expiration of the Lease, said property will be deemed abandoned and will become the property of the Landlord.

22. Broker's Fee. The Landlord will pay to the Brokers a commission in accordance with a separate written agreement between the parties. The Landlord and the Tenant each warrant to the other that no real estate broker or agent, except the Brokers, has been used or consulted in connection with the lease of the Demised Premises. Each covenants and agrees to defend, indemnify and save the other harmless from and against any actions, damages, real estate commissions, fees, costs and/or expenses (including reasonable attorneys' fees), resulting or arising from any commissions, fees, costs and/or expenses due to any other real estate broker or agent because of the lease of the Demised Premises and the execution and delivery of the Lease, due to the acts of the indemnifying party.

23. Landlord's Rights.

a. If the Tenant should fail to perform any maintenance or repairs required of it hereunder, including, without limitation, the maintenance of its signs, within 10 days after written notice delivered to it by the Landlord (or within such shorter period as the Landlord should require in the event of an emergency, with or without notice), the Landlord may, at its option, make such repairs without liability to the Tenant for any loss or damage which may result to its stock or business by reason of such repairs, and the Tenant will pay to the Landlord within 10 days after demand the cost of such repairs plus 10% of the amount thereof (for the Landlord's service and overhead costs).

b. The Landlord and its agents will have the right to enter upon the Demised Premises at reasonable times for the purposes of inspecting same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Demised Premises or to the building of which they are a part as the Landlord may deem necessary and desirable. The Landlord may at any time place on or about the Demised Premises any ordinary "For Sale" signs and the Landlord may at any time during the last 120 days of the Lease Term place on or about the Demised Premises any ordinary "For Lease" signs, all without rebate of rent or liability to the Tenant.

c. The Landlord may change the name or street address of the building in which the Demised Premises are located and install and maintain signs on the exterior of the building.

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d. The Landlord may from time to time, but no more frequently than calendar quarterly, obtain a current lien, permit and code violation search to verify that there are no open, outstanding and/or pending liens, permits and/or code violations with respect to the Demised Premises and/or the Project that arose as a result of the acts or omissions of the Tenant and/or its employees, agents, assignees, subtenants, concessionaires, contractors, invitees or guests (**Tenant Encumbrances**). To the extent the Search reveals that such Tenant Encumbrances exist, the Tenant, at its sole cost and expense, shall immediately upon receiving notice from the Landlord take all necessary action to close-out, discharge, bond-off and/or otherwise satisfy such Tenant Encumbrances.

e. In the event the Tenant fails to comply with its obligations under subparagraph d above, and such failure continues for a period of 3 days after receipt of notice from the Landlord, (1) the Tenant, without any additional notice, grace or cure periods, shall be deemed in default under the Lease, and the Landlord shall be permitted to exercise any and all remedies available to the Landlord under this Lease as a result of such default, and (2) the Landlord, in addition to any other rights or remedies available to the Landlord under this Lease, at law and/or in equity, may, but will not be obligated to, take all necessary action to close-out, discharge, bond-off and/or otherwise satisfy such Tenant Encumbrances. Any amount paid by the Landlord, together with any all costs and expenses, including attorneys' fees, incurred by the Landlord, in connection therewith, together with interest thereon at the rate of 12% percent per annum (for the Landlord's service and overhead costs), from the date of payment of such amount or incurring of the cost and expense, will be paid by the Tenant to the Landlord on demand.

24. Proportionate Share. The Proportionate Share is a fraction, the numerator of which is the number of square feet in the Demised Premises and the denominator of which is the number of square feet in the Project. The Proportionate Share will be increased or decreased from time to time as the square feet in the Demised Premises and/or the Project are increased or decreased. The Proportionate Share will similarly be increased or decreased from time to time as the size of the Demised Premises and/or the Project are increased or decreased. In computing the square footage of the Demised Premises and all premises in the Project, the Landlord includes a proportionate factor of all meter rooms and other utility closets and interior corridors to which the Tenant has access. All dimensions are measured from the center line of interior walls and from the exterior face of exterior walls. If the Demised Premised are being constructed for the first time or thereafter reduced or expanded, the Landlord may have the square footage of the Demised Premises surveyed. In this event, if the Gross Rent is predicated on a rate per square foot, the Gross Rent will be adjusted based on the results of the survey.

25. Quiet Enjoyment. Upon the Tenant paying the rent reserved hereunder and observing and performing all the covenants, conditions and provisions on the Tenant's part to be observed and performed hereunder, the Tenant will have quiet enjoyment of the Demised Premises for the entire Lease Term, subject to all the provisions of the Lease.

26. Intentionally Deleted.

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27. General Provisions.

a. The Tenant will not record the Lease or any document with respect to the Lease, such as a notice of commencement, without the Landlord's prior written consent, and any such recordation will, at the option of the Landlord, constitute a non-curable default of the Tenant. The Tenant will, however, within 10 days after request by the Landlord execute and deliver to the Landlord a memorandum of the Lease for the purpose of recordation in a form prescribed by the Landlord.

b. Nothing herein contained will be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, will be deemed to create any relationship between the parties hereto other than the relationship of the Landlord and the Tenant.

c. The invalidity of any provision of the Lease as determined by a court of competent jurisdiction will in no way affect the validity of any other provision hereof. The Landlord and the Tenant acknowledge that they were represented by counsel in connection with the Lease and that each of them or their respective counsel reviewed and revised the Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party or the Landlord will not be employed in the interpretation of the Lease.

d. Time is of the essence. Any time period provided for herein which ends on a Saturday, Sunday, or legal holiday will extend to 5:00 p.m. on the following business day.

e. Whenever a period of time is prescribed for action to be taken by the Landlord, the Landlord will not be liable or responsible for and there will be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of god, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of the Landlord.

f. Each provision performable by the Tenant will be deemed both a covenant and a condition. The Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter will be effective. The Lease may be modified in writing only, signed by the parties in interest at the time of modification.

g. Subject to the provisions hereof restricting assignment or subletting by the Tenant and regarding the Landlord's liability, this Lease will bind the parties, their personal representatives, successors and assigns. The Lease will be governed by the laws of the State of Florida.

h. The terms "Landlord" and the "Tenant", as used herein, denote both singular and plural and all genders. Where the "Tenant" consists of more than one person, whether natural or artificial, all the persons constituting the "Tenant" will be jointly and severally liable for all obligations to be performed by the Tenant herein. If the Tenant is a corporation or other entity, the Tenant will furnish to the Landlord such evidence as the Landlord may reasonably require in order to evidence the authority of the Tenant to execute and deliver the Lease and to perform its obligations hereunder.

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i. Any amount due to the Landlord not paid when due will bear interest at the maximum rate allowable by law accruing from the date due. Payment of such interest will not excuse or cure any default by the Tenant under the Lease.

j. Provisions herein to the contrary notwithstanding, there will be absolutely no personal liability on the part of the Landlord, its directors, officers or shareholders, or any of its partners or members, their directors, officers or shareholders, partners or members, with respect to any of the terms, conditions and covenants of the Lease; and the Tenant will look solely to the interest of the Landlord in the Project for the satisfaction of each and every remedy of the Tenant.

k. The Landlord reserves the absolute right to effect such other tenancies in the Project as it, in the exercise of its sole business judgment, shall determine to be appropriate to promote the interests of the Project. The Tenant does not rely on the fact, nor does the Landlord represent, that any specific tenant or number of tenants shall during the Lease Term occupy any space in the Project.

l. The submission of the Lease for examination by the Tenant does not constitute an offer or an option to lease the Demised Premises, nor is it intended as a reservation of the Demised Premises for the benefit of the Tenant, nor will the Lease have any force or validity until and unless a copy of it is returned to the Tenant duly executed by the Landlord.

m. If a lease guaranty is to be provided with respect to this lease, such shall be provided in the form attached hereto as Exhibit C (**Lease Guaranty**), which is incorporated herein. The Tenant covenants and agrees that, contemporaneously with the execution of this Lease, it shall deliver to the Landlord the Lease Guaranty executed by Guarantor.

o. "RADON GAS". Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Florida only)

p. The Tenant shall maintain the confidentiality of all of the financial terms of this Lease, and shall not, except as required by applicable law or governmental regulation, disclose such financial terms to any third parties whomsoever other than the Tenant's business partners, employees, consultants, lenders, attorneys and/or accountants who have a reasonable need for such confidential information (collectively, **Tenant Representatives**), provided that at all times such Tenant Representatives agree to maintain the confidential nature of such financial information. In the event the Tenant and/or the Tenant Representatives breach or otherwise violate the terms and conditions of this subparagraph p, such breach or violation shall be deemed an automatic, without the requirement or condition of any further notice or cure period, default by the Tenant under this Lease. Furthermore, the Tenant acknowledges and agrees that nothing contained in this Lease shall be deemed to limit any right or remedy available to the Landlord in the event of the Tenant's and/or Tenant Representatives' breach or violation of this subparagraph p (and correlating default under this Lease) and therefore, in addition to any such rights and remedies, and with the understanding that money damages would not be a sufficient remedy for any breach or violation of this subparagraph (and correlating default under this Lease) by the Tenant and/or Tenant Representatives, the Landlord shall be entitled to specific performance and injunctive relief as

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remedies for any such breach. The terms and conditions of this subparagraph p shall survive the expiration or earlier termination of this Lease.

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EXHIBIT B

LANDLORD'S WORK AND TENANT'S WORK

Notwithstanding the terms of the Lease and Standard Provisions to the contrary, the Landlord and Tenant agree as follows:

1. WORK.

(1) Tenant has agreed to improve the Demised Premises. Such work is described on attached Schedule 2 (the "***Tenant Work***"). The Tenant will furnish 4 sets of architectural, mechanical and engineering plans and specifications prepared, signed and sealed by an architect and/or engineer (licensed in the state where the Demised Premises are located) incorporating the Tenant Work, for the Landlord's prior approval within 30 days after the Landlord provides the Tenant with an outline plan for the Demised Premises. The Tenant will ensure that the plans and specifications meet all governmental requirements for obtaining building permits. The approval by the Landlord of the plans and specifications will not constitute the assumption of any liability on the part of the Landlord for their accuracy and compliance or conformity with applicable building codes and the requirements of the Lease, nor will it constitute a waiver by the Landlord of the right to thereafter require the Tenant to revise the same to comply with building codes and the Lease.

(2) The Tenant will pay all the costs for the Tenant Work. The Tenant will consider hiring the Landlord's architect and general contractor, but any architect or general contractor hired by the Tenant will require the Landlord's prior written consent, which will not be unreasonably withheld. The Tenant will commence and proceed to complete its construction with diligence and in accordance with the approved plans and specifications.

(3) The Tenant shall be responsible for the disposal of waste generated with respect to the Tenant's improvements. All the Tenant's improvements within the Demised Premises shall be completed with new materials unless otherwise approved in writing by the Landlord. Workmanship performed shall be of a uniformly high quality in accordance with commercially reasonable standards of practice. On completion of the Tenant Work, the Tenant shall cause to be furnished to the Landlord a final release of lien from the contractor and the contractor's affidavit stating that the work has been completed, there are no liens outstanding against the Demised Premises on account of the Tenant's improvements and all accounts for work, service and materials have been paid in full.

(4) The Tenant will indemnify and hold Landlord harmless from any damage caused by or related to Tenant’s Work.

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SCHEDULE 1

LANDLORD'S WORK

Landlord will remove all Landlord's personal property and deliver the Premises to Tenant with all HVAC units in good working order.

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SCHEDULE 2

TENANT'S WORK

Tenant will perform all build out work inside the Premises. Tenant will provide Landlord with build out/architectural plans for Landlord's approval, which will not be unreasonably withheld.

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EXHIBIT C

LEASE GUARANTY

THE UNDERSIGNED guarantees all the obligations of the Tenant under that certain Business Center Lease described as follows (the "Lease"):

Landlord: PSL BUSINESS CENTER PARTNERSHIP

Tenant: DIAMOND ELITE ACADEMY, a Florida limited liability company

Project: PSL BUSINESS CENTER

Demised Premises 580 NW University Blvd., Suite 120.

Date of Lease November 24, 2025

The undersigned, jointly and severally, further confirm(s) and acknowledge(s) the following:

1. The liability of the undersigned is absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Lease; (ii) the existence of any property given as security for, or other guarantee of the Lease; or (iii) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Tenant in respect of the Lease or the undersigned in respect of this Guaranty.

2. The undersigned has a monetary interest (direct or indirect) in the Tenant and/or in the conduct of business in the Demised Premises.

3. The undersigned has executed this Guaranty to induce the Landlord to lease the Demised Premises to Tenant.

4. Any material changes to the lease must be agreed to by the undersigned Guarantors.

5. With regard to obligations of Tenant to pay money, this Guaranty imposes on the undersigned a guarantee of payment and not of collection.

6. The Landlord has the right to take action against one or more of the undersigned Guarantors without affecting the obligations of any other of the undersigned Guarantors not then being proceeded against.

WITNESS our hands and seals this 24th day of November, 2025.

Address of Guarantor(s):

10578 SW MORNING GLORY DRIVE
PORT SAINT LUCIE, FL 34987

Signed by:
By: Tiffany C. Romero 11/24/2025
DF4DF66BBB3D4ED...
Tiffany Romero, Individually

Address of Guarantor(s):

10578 SW MORNING GLORY DRIVE
PORT SAINT LUCIE, FL 34987

Signed by:
By: Jose Romero 11/24/2025
54EBAEF48B1143D...
Jose Romero, Individually