City of Port St. Lucie

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

Meeting Agenda

Request to Table Item 7A* *Addition of Item 9A

Tuesday, February 3, 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
Douglas Harvey, Alternate
Joe Rosen, 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

6. Consent Agenda

7. Public Hearings - Non Quasi-Judicial

7.a P25-215 City of Port St. Lucie - Chapter 153: Definitions and Section 158.233. Reasonable Accommodation Procedures - Text Amendments **2026-137**

This application is a city-initiated text amendment to Chapter 153 and 158 of the City's Code of Ordinances.

8. Public Hearing - Quasi-Judicial

8.a P25-169 Southern Grove SG-8 Commercial - Landscape Modification **2026-133**

Location: The property is located at the northwest corner of SW Becker Road and SW Village Parkway.
Legal Description: Tradition SG-8, Parcel Home Improvement (Plat Book 132, Page 34)
This is a request to provide enhanced landscaping in lieu of a six (6) -foot-high wall or fence as required per Section 5(F) of the Southern Grove SG-8 Master Planned Unit Development (MPUD).

8.b P25-197 Andrews - David, Joann, Margaret - Children's Gym - Special Exception Use **2026-136**

Location: The property is located west of S US Highway 1 and north of SE Veterans Memorial Parkway.
Legal Description: Walton Road Joint Venture, Lot 1 (Plat Book 42, Page 13)
The request is for a Special Exception Use (SEU) to permit 7,114.78 square feet of enclosed assembly space as part of a proposed recreational facility.

9. New Business

9.a Review of Torino Regional Park Trail Proposed in Recreational Trails Program Grant **2026-164**

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

2026-137

Agenda Date: 2/3/2026 **Agenda Item No.:** 7.a

Placement: Public Hearing - Non Quasi Judicial

Action Requested: Motion / Vote

P25-215 City of Port St. Lucie - Chapter 153: Definitions and Section 158.233. Reasonable Accommodation Procedures - Text Amendments

This application is a city-initiated text amendment to Chapter 153 and 158 of the City's Code of Ordinances.

Submitted By: Marissa Da Breo-Latchman, Environmental Planner II

Executive Summary: This application is a city-initiated text amendment to amend the Definitions Chapter (Chapter 153) and the Zoning Code (Chapter 158) of the City of Port St. Lucie Code of Ordinances. The application will add a definition for Certified Recovery Residence as provided in Chapter 397.311 of the Florida Statutes and add a new subsection (K) Supplemental Procedures for Certified Recovery Residences to Section 158.233 as mandated by the State.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Board recommend approval of the text amendment.

Alternate Recommendations:

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

Background: Effective July 1, 2025, the State's regulatory framework for certified recovery residences was updated by the enactment of Chapter 2025-182.

Issues/Analysis: This new legislation mandates that every municipality adopt a specific ordinance establishing local procedures for the review and approval of certified recovery residences within its jurisdiction. While the City currently has general procedures for processing reasonable accommodation requests under the Fair Housing Act, supplemental procedures must be enacted to achieve full compliance with the new state law.

Special Consideration: N/A

Location of Project: N/A

Attachments: 1. Staff Report, 2. Exhibit A - Chapter 153, 3. Exhibit B- Section 158.233, 4. Sec 397.487, Voluntary Certification of Recovery Residences, 5. Staff Presentation

City of Port St. Lucie Text Amendment
Chapter 153: Definitions and Chapter 158: Zoning Code
P25-215

SUMMARY

Applicant's Request:	A City initiated text amendment to Chapter 153: Definitions and Section 158.233. Reasonable Accommodation Procedures
Applicant:	City of Port St. Lucie
Project Planner:	Marissa Da Breo-Latchman, Environmental Planner II

Project Description and Analysis

This application is a city-initiated text amendment to amend the Definitions Chapter (Chapter 153) and the Zoning Code (Chapter 158,) of the City of Port St. Lucie Code of Ordinances. The application will add a definition for Certified Recovery Residence as provided in Chapter 397.311 of the Florida Statutes and add a new subsection (K) Supplemental Procedures for Certified Recovery Residences to Section 158.233 of as mandated by the State.

Effective July 1, 2025, the State's regulatory framework for certified recovery residences was updated by the enactment of Chapter 2025-182 and codified in Subsection 397.487(15)(a) of the Florida Statutes. This new legislation mandates that every municipality adopt a specific ordinance establishing local procedures for the review and approval of certified recovery residences within its jurisdiction.

While the City currently has general procedures for processing reasonable accommodation requests under the Fair Housing Act, supplemental procedures must be enacted to achieve full compliance with the new state law.

Key additions to Section 158.233 include:

- Establishing a mandatory timeline for the review of certified recovery residence applications.
- The automatic granting of requests if a final written determination is not issued by the City within the specified timeline.
- Restricting the use of a lapsed certification or licensure as a basis for revoking existing accommodation.

The proposed changes are provided as Exhibits "A" and "B" of the staff report with additions shown as underlined and deletion shown as ~~strikethrough.~~

STAFF RECOMMENDATION

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.

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

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.

Sec. 153.01. Definitions.

(A) For the purpose of the land development regulations, the following terms, phrases, words and their derivations shall have the meaning contained herein, except where the context clearly indicates or requires a different meaning. Supplemental terms and definitions are defined in specific chapters.

(B) Construction of Words and Phrases.

1. Terms not defined in this Chapter shall be construed in accordance their customary usage and meaning.

2. The following general rules of construction shall govern the interpretation of words and phrases.

   a. The words "shall" or "will" are mandatory.

   b. The word "may" is permissive.

   c. The word "includes" shall not limit a term to the specific examples, but is intended to extend its meaning to all other instances or circumstances of like kind or character.

   d. The words "used" and "occupied" include the words "arranged," "designed," "constructed," "altered," "converted," "rented," "leased," and "intended to be used or occupied."

   e. The words "lot" includes "plot," "parcel" and "tract."

   f. The word "structure" includes the word "building" as well as other things or facilities constructed or erected on the ground, underground or requiring construction or erection on the ground or underground.

   g. The word "land" includes "water surface" and "land under water."

(C) Defined terms:

ABANDONED SIGN. A sign is abandoned if a business advertised on that sign is no longer licensed, or is no longer doing business at that location.

ABUT/ADJACENT. Properties which are either contiguous or separated by a road or drainage right-of-way.

ABUTTING PROPERTY. Any property that is immediately adjacent to or contiguous with property that may be subject to any hearing required to be held under these regulations or that is located immediately across any road or public right-of-way from the property subject to any hearing under these regulations.

ACCESS. The means of ingress and egress to a lot from a dedicated public or private street right-of-way.

ACCESSORY DWELLING UNIT (ADU). A secondary housing unit located on the same parcel as a primary dwelling, characterized by its independence from the primary unit. An ADU includes one bathroom and a kitchen along with a separate external entrance that allows for private independent access. Guest Houses are not considered ADUs.

ACCESSORY USE OR STRUCTURE. A use or structure of a nature customarily incidental and subordinate to the principal use or structure and, unless otherwise provided, on the same lot. On the same lot with respect to accessory uses and structures shall be construed as meaning on the same lot or on a contiguous lot in the same ownership.

ADD-ON SIGN. Any additional sign area added to a previously permitted and/or conforming sign.

ADOPTED LEVEL OF SERVICE. The Level of Service (LOS) adopted in the Comprehensive Plan as referenced in the Capital Improvements Element. The adopted Levels of Service are the regulatory standards to be used in evaluating development order requests for the purposes set forth in this Concurrency Management System.

ADVERTISING. Any form of printed message intended to aid, directly or indirectly, in the sale, use or promotion of a product, commodity, service, activity, or entertainment.

A-FRAME SIGN. A moveable sign not secured or attached to the ground. A sign constructed in such a manner as to form an "A" or tent-like shape, hinged or not hinged at the top; each angular face held at an appropriate distance by a supporting member.

AISLE. The traveled way by which cars enter and depart parking spaces.

ALLEY. A public or approved private way which affords only a secondary means of access to abutting properties and which is not intended for general traffic circulation.

ALTER OR ALTERATION OF VEGETATION. To cut, remove, defoliate, or otherwise destroy leaves, limbs, stems, roots, or other plant parts, dead or alive.

ALTER OR ALTERATION OF STORMWATER SYSTEMS. Work done on a storm water management system other than that necessary to maintain the system's original design and function.

ALTERATION. Any change in size, shape, location, occupancy, character, or use of a building or structure.

AMATEUR RADIO SERVICE. A federally licensed radio communication service for the purpose of self-training, intercommunication and technical investigations, carried out by amateurs that are duly authorized persons interested in radio technique solely with a personal aim, and without pecuniary interest particularly with respect to providing emergency communications. (As per Code of Federal Regulations, Title 47, Part 97).

AMATEUR RADIO ANTENNA. A conductive material, typically aluminum or copper, designed and formed in specific configurations, to send and receive electromagnetic waves by a station licensed to operate in the amateur radio services.

AMATEUR RADIO ANTENNA SUPPORT STRUCTURE. Any permanent structure, such as a mast or tower or any combination thereof, whether ground or roof mounted, freestanding or guyed, used exclusively for supporting an amateur radio antenna.

AMATEUR RADIO ANTENNA AND SUPPORT STRUCTURE OVERALL HEIGHT. The total height of the amateur radio antenna support structure and antenna shall be measured from the mean grade to the highest point of the antenna support structure and antenna. A roof-mounted antenna support structure shall be measured from the established grade adjoining the exterior walls of the structure upon which the antenna or support structure is affixed. A ground-mounted amateur radio antenna support structure shall be measured from the established grade adjoining such antenna or support structure.

AMBIENT LIGHT. The immediate surrounding light.

ANIMATED SIGN. A sign with action or motion using electrical energy, electronic or manufactured sources of supply, or wind actuated elements, including rotating, revolving, or flashing sign against which it is placed, excluding the necessary supports or uprights on which such sign is placed.

ANNUAL RESIDUAL CAPACITY TRIPS. Within a designated "Critical Area of Concurrency (CAOC)" up to 100% of the remaining capacity of the potentially deficient road segment's remaining capacity.

ANNUAL INVENTORY REPORT AND DATA BASE. (See "YEARLY INFORMATION REPORT (YIR) and DATA BASE.")

APPLICANT. Any person or his duly authorized representative who submits plans through any city agency, department or division for the purpose of obtaining approval thereof.

APPLICATION FOR DEVELOPMENT APPROVAL. The application form and all accompanying documents submitted to the city requesting the approval of a Development Order.

AQUATIC AREA. Aquatic areas include tidal water and wetlands and nontidal sloughs, streams, lakes, and wetlands. The upper limit of aquatic areas is the mean high tide line in tidal areas and the ordinary high water line in nontidal areas.

AQUATIC PRESERVE. An exceptional area of submerged lands and its associated waters set aside for being maintained essentially in its natural or existing conditions.

ARCHAEOLOGICAL SITE. A property or location which has yielded or may yield information on the city's history or prehistory. Archaeological sites are evidenced by the presence of artifacts and features below the ground surface indicating the past use of a location by people.

ARCHITECTURAL WALL. A wall designed to complement adjacent development consisting of masonry block with stucco, fluted block, a finished designer block, poured concrete, or pre-cast concrete with a treatment on top such as a cornice, tile band, or similar accent. A pre-cast concrete wall shall be comparable in visual quality to a block wall.

ARTERIAL ROAD. A roadway providing service which is identified as an arterial, major or minor, in the city's Comprehensive Plan.

ASSISTED LIVING FACILITY (ALF). Assisted living facility is defined as specified in Chapter 429, Part I, F.S., as may be amended from time to time, and means any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator. An ALF may include one or more of the following facility types: independent living, assisted living, and skilled nursing care. An ALF providing one or more of such services may also be known as a continuing care facility.

AUTOMATED TELLER MACHINE (ATM) (stand-alone) shall mean an automated device that performs banking or financial functions including at remote locations from the controlling financial institution.

AUTOMATED TELLER MACHINE SIGNS. Automated teller machine (ATM) signs are all signs located on or architecturally associated with the exterior face of the machine and/or covering.

AWNINGS. Any fixed or moveable roof-like structure, cantilevered, or otherwise entirely supported from a building.

BACKLOGGED ROADWAY FACILITIES. Those roadways operating below the adopted level of service standard which do not have prohibitive financial or environmental constraints, but are not scheduled for major capacity improvement in the Florida Department of Transportation's Five-Year Work Program, St. Lucie County's Five-Year Schedule of Capital Improvements, or the City of Port St. Lucie's Seven-Year Schedule of Capital Improvements.

BANNER. Any sign having the characters, letters, illustrations, or ornamentations applied to cloth, paper, or fabric of any kind with only such material for foundation.

BANQUET HALL. A facility or hall available for lease by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings, anniversaries and other similar celebrations. Such a use may or may not include: 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premises consumption, only during scheduled events that are not open to the general public.

BARBER OR BEAUTY SHOP. An establishment primarily engaged in cutting, trimming, tinting and styling hair.

BARS, LOUNGES, AND NIGHT CLUBS. A commercial establishment open to the general public primarily devoted to the serving of alcoholic beverages for consumption on premises and in which the service of food and/or entertainment is only incidental to the consumption of such beverages.

BATH HOUSE. (Outside shower) An accessory building of structure consisting of a shower or bath and may consist of a dressing area. This accessory use may not include additional rooms for leisure or living space.

BECKER ROAD OVERLAY DISTRICT DESIGN STANDARDS. Site design and architectural design standards for new development and redevelopment within the Becker Road Corridor contained in the "Becker Road Overlay District Design Standards Manual" as set forth in section 158.228(B) of the Code.

BECKER ROAD CORRIDOR. The property described in the "Becker Road Overlay District Design Standards Manual" as set forth in section 158.228(B) of the Code.

BENCH SIGN. A sign located on any part of the surface of a bench or seat.

BILLBOARD. Any off-premises sign or framework thereof installed as authorized by the provisions of Section 155.08.

BINGO HALL. An establishment primarily for the conduct of bingo games pursuant to Chapter 849.0931, F.S. The conduct of bingo games as an accessory or ancillary use to a church or other house of worship, civic, cultural, club or lodge facility shall not be considered a bingo hall provided said games are limited thereat to two days per week.

BLOCK. A group of lots existing within well-defined and fixed boundaries, usually being an area surrounded by street or other physical barriers and having an assigned number, letter or other name through which it may be identified.

BMPs. Best management practices.

BREWPUB. A limited-production brewery establishment that produces and serves no more than 10,000 kegs of beer per year on the premises and may include a taproom for sale of beer for on-premises consumption or in sealed containers for later consumption off the premises, and may include a restaurant. A brewpub may also, in conjunction with the sale of beer for consumption on the premises, sell wine for consumption on the premises.

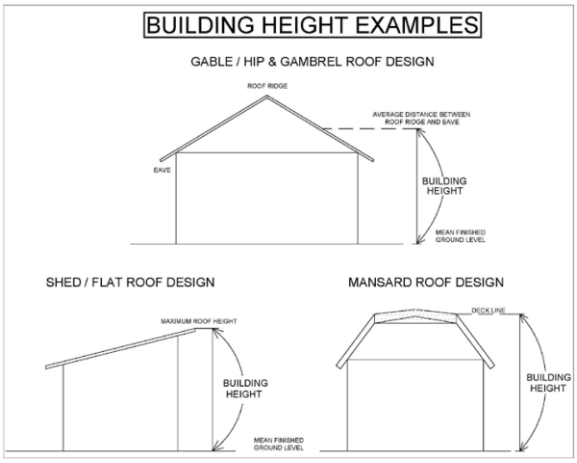
BUFFER. An area which is established in order to protect or insulate one land use from another.

BUILDING. Any structure, temporary or permanent, which has a roof impervious to weather, a fixed base on a fixed connection to the ground and is used or built for the shelter or enclosure of persons, animals or property.

BUILDING COVERAGE. The combined and total ground area of a lot covered or occupied by buildings or roof portions of structures.

BUILDING FACADE. That portion of any exterior elevation of a building extending from grade to the top of the parapet wall or eaves and the entire width of the building elevation, including window area.

BUILDING HEIGHT. The vertical distance measured from the mean finished ground level adjoining the front of a building to the level of the highest point of the roof or top surface on a flat or shed roof, the deck level on a mansard roof, and the average distance between the eaves and the ridge level for gable, hip, and gambrel roofs. The average slope shall be greater than or equal to one (1) foot of vertical rise for every three (3) feet of horizontal run.



BUILDING IDENTIFICATION SIGN. A sign located on a building with a main entry that depicts only the name of the building.

BUILDING LINE. The rear or inner edge of any required front, side or rear yard or the rear or inner edge of any required setback line. Except as specifically provided by this ordinance, no building or structure may be extended to occupy any portion of a lot streetward from the building line.

BUILDING LINE, ACTUAL. A line parallel to the street rights-of-way formed by the face of the building.

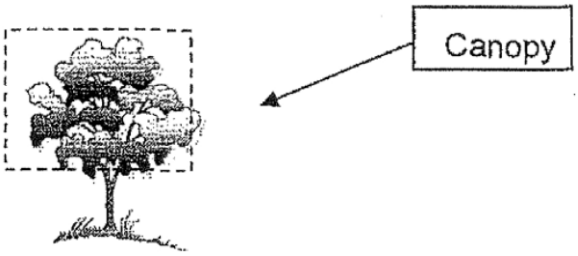
BUSINESS FRONTAGE. The lineal distance of the building space occupied by the particular business measured on a straight line parallel to the street. In the event that a building fronts on two (2) or more streets, the property owner shall be given the option of selecting one (1) street frontage for the purpose of computing allowable sign area. Where a business does not parallel a street, the front foot shall be measured along the exterior of the building space occupied by the particular business.

CABANA. An accessory building or structure used for leisure and may include a bath house or a dressing area usually in connection with a swimming pool. May be a permanent or temporary structure.

CALIPER. A nursery standard measurement of a tree's trunk diameter as measured at a predetermined point of measurement. Trunk caliper for trees up to four inches shall be measured six inches above the soil line. Trees greater than four inches in caliper shall be measured 12 inches above the soil line. Caliper measurements shall be used when measuring nursery trees.

CANOPY, BUILDING. A roof like cover, including an awning, that projects from the wall of a building over a door, entrance, or window; or a free-standing or projecting over above an outdoor service area, such as at a gasoline station or ATM kiosk, serving the purpose of protecting pedestrians from rain and sun, covered with fabric, metal or other material.

CANOPY, TREE. The area consisting of a tree's branches in all directions from its trunk, the outer edge of which is the dripline.



CANOPY SIGN. A wall sign that is located on the roof, fascia, soffit, or ceiling of a building canopy, and that is otherwise permitted by ordinances.

CAPACITY. Maximum and quantifiable ability for a public facility to provide service to its users. The quantity is calculated relative to a Level of Service (LOS) infrastructure standard compared to the measurable use of the public facility.

CAPACITY. ANNUAL RESIDUAL. (See "ANNUAL RESIDUAL CAPACITY")

CAPITAL FACILITIES. The planning of, engineering for, acquisition of land for, or the construction of drainage and water management facilities, recreation buildings and park equipment, potable water facilities, sanitary sewer facilities, solid waste facilities, and any project eligible for inclusion as a transportation facility, or facilities, of the Capital Improvement Element (CIE) or Transportation Element of the Port St. Lucie Comprehensive Plan, the CIE of St. Lucie County, or the Five-Year Florida Department of Transportation Plan.

CAPITAL IMPROVEMENT. Physical assets constructed or purchased to provide, improve, or replace a public facility, and which are large scale and high in cost. The cost of the capital improvement is generally nonrecurring and may require multi-year financing. For the purposes of the Concurrency Management System, physical assets which have been identified as existing or projected needs in the Comprehensive Plan shall be considered capital improvements.

CARPORT, ATTACHED. An attached roof-like structure not entirely supported from a building and open on two (2) or three (3) sides whose purpose is to provide shelter for one or more motor vehicles.

CARPORT DETACHED. A roof-like structure supported by posts or columns open on two (2) or three (3) sides whose purpose is to provide shelter for one or more motor vehicles.

CAR WASH, FULL SERVICE. A structure containing facilities for washing vehicles using a chain conveyor or other method of moving cars along, and automatic application of cleaner, brushes, rinse water, heat for drying, and wax.

CAR WASH, SELF SERVICE. A structure containing facilities for washing vehicles using a semi-automatic application of cleaner, rinse water, and wax.

CAT CAFÉ. A restaurant, excluding drive-through restaurant, which also houses adoptable cats for clientele to interact with, and which incorporates cat adoption services in addition to the restaurant services for the purpose of helping adoptable cats find homes.

CERTIFICATE OF OCCUPANCY (CO). The official certification that a premises conforms to the provisions of this Code and may be used or occupied.

CERTIFICATE OF CONCURRENCY (COC). The official certification that adequate public facilities are or will be available concurrent with the impact of the proposed development on each public facility (i.e., traffic circulation, parks and recreation, sanitary sewer, potable water, solid waste, and stormwater management facilities and services). Issuance of a final local development order, either final residential subdivision plat approval, or final site plan approval shall be considered a certificate of concurrency.

CERTIFIED RECOVERY RESIDENCE. A recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator. As further defined in Chapter 397.311 Florida Statutes, as amended.

CHANGE OF OCCUPANCY. The discontinuance of an existing use and the substitution therefore of a use of a different kind or class; not including a change of tenants or proprietors unless accompanied by a change in the type of use.

CHANGEABLE COPY SIGN. A sign which has message characters that are not permanently attached to the sign, but which are attached to permit numerous changes of the message.

CHANNEL LETTERS. A sign comprising of individual letters that are independently mounted to a wall or other surface and may be internally illuminated with a cover face. The air space between the letters is not part of the sign structure but rather of the building façade. A logo may also be considered a channel letter provided it is clearly distinguishable from other sign elements.

CHURCH OR OTHER PLACE OF WORSHIP. A building or group of buildings devoted to the holding of religious services and related religious instruction.

CITY BUILDING OFFICIAL. Means the Port St. Lucie Building Official or duly authorized representative (See also "delegation of authority").

CITY ENGINEER. Means the Port St. Lucie City Engineer or duly authorized representative (See also "delegation of authority").

CIVIC OR CULTURAL FACILITY. A facility operated entirely on a public or nonprofit basis for the purpose of providing education, information, training, and/or entertainment of a civic or cultural nature.

CLEAR. Removal or destruction of any vegetation protected by the provisions of the Land Development Regulations.

CLEAR TRUNK HEIGHT (CT). The height of a tree measured from the ground to the bottom of the canopy.

CLUB OR LODGE (PRIVATE). A noncommercial and nonprofit establishment restricted to and providing service activities to an organization or group of individuals maintaining membership therein and collectively contributing to the maintenance and upkeep of that establishment through membership fees and periodic dues.

CLUSTER OR CLUSTERING. A cluster or clustering shall refer to a concentration of a particular type of building within 1,200 feet of the same particular type of building within a particular commercial, industrial and/or residential area.

COASTAL HIGH HAZARD AREA. The area subject to, but not limited to, Category I hurricane evacuation.

CODE COMPLIANCE DIVISION. The city agency duly authorized to enforce the laws and ordinances of the city.

COLLECTOR ROAD. A roadway providing service which is identified as a collector, major or minor, in the city's Comprehensive Plan.

COMMERCIAL AREA. Any area zoned commercial or office, including commercial or office areas designated in an approved PUD development plan.

COMMERCIAL/INDUSTRIAL/RESIDENTIAL COMPLEX. A land area under unity of title which is designed to accommodate:

1. An office park;
2. A retail shopping center;
3. An industrial center; or,
4. A multiple family residential project of greater than ten units.

COMMERCIAL LAUNDRY FACILITY AND LINEN SUPPLY. A facility primarily engaged in laundering of items, including uniforms, gowns, and coats of the type used by doctors, nurses, barbers, beauticians, and waitresses; and table linens, bed linens, towels and toweling, and similar items for commercial establishments.

COMMON AREA AND FACILITIES. A parcel of land, together with improvements thereon, the use, enjoyment and maintenance thereof are shared by the owners of a development.

COMMUNITY RESIDENTIAL HOME. Is defined as specified in Section 419.001, F.S., as may be amended from time to time. (See Section 158.224, Zoning Code).

COMPREHENSIVE PLAN. The Future Land Use Plan and elements thereof as adopted by the City of Port St. Lucie in accordance with the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act.

CONCEPT PLAN. A preliminary presentation and attendant documentation of a proposed development of sufficient accuracy to be used for the purpose of discussion and classification. It describes the basic parameters of a major development proposal, rather than giving full engineering details.

CONGESTION MANAGEMENT SYSTEM STRATEGIES. Alternative strategies to alleviate congestion and enhance mobility as related to criteria for adequate public facilities.

CONSTRAINED ROADWAY FACILITIES. Those roadways that exhibit a level of service lower than the adopted level of service standard which are not able to attain the adopted standard because prohibitive costs and physical or environmental limitations prevent the construction of at least two additional through lanes.

CONSTRUCTION. Construction includes the placing of construction materials in a permanent position and fastened in a permanent manner; except that where demolition, excavation, or removal of an existing structure has been substantially begun preparatory for new construction, such excavation, demolition, or removal shall be deemed to be actual construction. Fill and the installation of drainage facilities shall be considered a part of construction.

CONSTRUCTION AND DEMOLITION DEBRIS. This debris is "clean debris" which is virtually inert, not water soluble, not a pollution threat and not hazardous in nature and includes steel, glass, brick, concrete, roofing material, pipe, wall board, lumber, clearing debris and other such materials as defined and pursuant to a permit issued by the Florida Department of Environmental Protection.

CONSTRUCTION PLANS/DETAIL PLANS. Those detailed engineered drawings, specifications and calculations prepared in accordance with city and other applicable regulations, codes and standards, submitted for approval of a site and/or development plan or preliminary plat or final subdivision plat, which set forth the specific improvements to be made in conjunction with development as they affect the existing site, its boundary conditions, topography, drainage, access, and associated road and other right-of-way and easements.

CONSTRUCTION SIGN. A temporary sign erected on the premises on which construction is taking place, during the period of such construction, identifying those engaged in construction on any building site. This includes the builder, contractor, developer, architect, engineer, financing entity, or other persons or artisans involved in said construction.

CONVENIENCE GOODS. Foodstuffs, drugs, cosmetics, and incidental household and/or personal articles which are normally purchased and expended on a day-by-day or week-by-week basis.

CONVENIENCE STORE. An establishment limited to the sale of convenience goods.

CONVERSION AREA. Areas designated in the "City of Port St. Lucie Land Use Conversion Manual" which establishes land assembly requirements for the conversion of single-family residential lots.

COUNTRY CLUB. A club for social life and recreation for members and their personal guests.

CREDIT CARD SIGN. A sign signifying that goods or services may be purchased on credit by means of an established credit line (Visa, Master Card, American Express, etc.).

CRITICAL AREA OF CONCURRENCY (CAOC). Based upon accepted transportation planning practices, an area of influence or significant impact established around any deficient or potentially deficient road segment, where development may be expected to place an unreasonable number of new trips on the deficient or potentially deficient road segment.

CUL-DE-SAC. A street with only a single means of ingress and egress and having a turnaround loop at the end, or a "T" type turnaround area.

DAY CARE CENTER. An establishment where five or more persons, other than the members of the family occupying the premises, are cared for during daytime hours only, and expressly excluding overnight care. The term includes a day nursery, kindergarten, adult day care service, day care agency, nursery school, or play school.

DECK LINE. In case of a flat roof, the uppermost line of the roof of a building; in the case of a pitched roof, the lower edge of the eave; or in the case of an extended façade or parapet, the uppermost height of said façade or parapet.

DEDICATION. An act transferring ownership of property or interest thereto.

DEGRADED ESTUARINE BEACH. An estuarine beach is degraded when its natural flexible functions are inhibited by pestilent exotic species or shoreline hardening structures.

DEFICIENT ROAD SEGMENT. Any city, county or state road segment on the city's major road network system that is operating below the adopted level of service standard, or is located in a Critical Area of Concurrency (CAOC) and specifically allowed to operate at up to five percent above the service volumes listed in Table 1 or 5 for the adopted Level of Service (LOS), or situations where a proposed development's additional impact on such roads could exceed the facility's adopted Level of Service (LOS) standard.

DELEGATION OF AUTHORITY. Whenever a provision appears requiring the head of a department or some other city officer or employee to do some act or perform some duty, it is to be construed to authorize the head of the department or some other city officer or employee to designate, delegate and authorize professional level subordinates to perform the required act or duty unless the terms of the provision or section specify otherwise.

DENSITY. The number of residential dwelling units permitted per gross acre of land as determined by the City of Port St. Lucie Comprehensive Plan and Code of Ordinances.

DESIGN REVIEW BOARD. An individual or group of individuals created by the overall project developer charged with the responsibility of implementing development and design criteria established by the overall project developer to promote unified design concepts.

DETENTION. The collection and storage of surface water for subsequent gradual discharge.

DETENTION AREA. An area designed to temporarily store and provide controlled release of stormwater runoff.

DEVELOPER. Any person including a governmental agency, undertaking any development.

DEVELOPMENT. The construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any mining, excavation, landfill or land disturbance; or the division of land into two or more parcels.

DEVELOPMENT AGREEMENT. (See "ENFORCEABLE DEVELOPMENT AGREEMENT")

DEVELOPMENT ORDER. Any action granting, denying, or granting with conditions, an application for a development approval or permit, including approval of preliminary or final site plan, preliminary or final subdivision plat, building permit, temporary use permit, temporary construction and development permit, sign permit, well permit, spot survey, electrical permit, plumbing permit, occupational license, boat dock permit, HVAC permit, septic tank permit, right-of-way permit, blasting permit, excavation permit, construction approval for infrastructure (including water, sewer, grading and paving), development of regional impact (DRI), zoning ordinance amendment, comprehensive plan amendment, flood variance, tree removal permits, rezoning, special exception, PUD amendment, certification, condition use, variance, or any other official action of Port St. Lucie having the effect of permitting development as defined in 380.04, F.S.

DEVELOPMENT PERMIT. Any building permit, zoning permit, preliminary subdivision plan, subdivision or other plat approval, site and development plan approval, rezoning, certification, special exception, variance, environmental permit or any other official action of the City of Port St. Lucie or any other state or local government commission, board, agency, department, division or official having the effect of permitting

development of land located with the geographic area subject to the provisions of the Port St. Lucie Land Development Code. Development shall include all activities set forth in Section 380.04, F.S.

DEVELOPMENT SIGN. A temporary sign advertising the sale or rental of structures under construction upon land which is under development.

DIAMETER BREAST HEIGHT (DBH). The diameter of a tree trunk measured at 4.5 feet above grade. In the case of multi-stemmed trees, the DBH shall be measured at 4.5 feet above grade on each stem and added together to count as one tree.

DIPOLE ANTENNA. A wire antenna that is split at its center for connection to a feed line. Its length usually is equivalent to one-half of the wavelength of the frequency for which it has been designed. A typical height for this type of antenna is approximately 35 feet.

DIRECTIONAL SIGN. Any sign permanently or temporarily installed on public property by or with approval of the city or any authorized governmental agency. Such directional signs shall be designated to guide or direct vehicles and/or pedestrians to any public building or transportation facility.

DIRECTORY SIGN. A sign which lists only the names of individuals or businesses within a building, or contiguous buildings on one (1) premises.

DOMESTIC ANIMAL. Dogs, cats, or other animals which are required to obtain a rabies vaccination and are kept primarily for pleasure rather than utility, and that primarily and customarily live within the confines of an owner's home as further defined in Section 92.01 and restricted in number per Section 158.229 Domestic Animal Restrictions.

DOUBLE-FACED SIGN. A sign with two faces which are parallel to each other, and back to back. A double-faced sign shall be considered one (1) sign.

DRAINAGE. The removal of surface water or groundwater from land by drains, grading or other means.

DRIPLINE. An imaginary vertical line extending from the outermost circumference of the branches of a tree to the ground.

DRI. Development of Regional Impact. Any development which, because of its character, magnitude, or location, would have a substantial effect upon the health, safety, or welfare of citizens of more than one county.

DRIVE-THROUGH SERVICE. A structure in which a customer is permitted or encouraged to, either by design or physical facilities or by service or packaging, to enter into the service area when seated in a motor vehicle.

DWELLING, SINGLE-FAMILY. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. Any expansions, additions, or conversions of garage space must remain ancillary to the primary residential use, shall not create additional dwelling units. The term shall include modular housing and residential design manufactured housing but shall not be construed as including a mobile home, automobile, travel trailer, housing mounted on a self-propelled or drawn vehicle, tent, or other form of temporary or portable housing.

DWELLING, SINGLE-FAMILY (ZERO LOT LINE OR CLUSTER). A single-family dwelling designed and located as part of an approved planned complex where all dwellings are placed at or near a lot line or are otherwise arranged in clustered groups so as to create compensating open space for the use and enjoyment of residents.

DWELLING, MULTIPLE-FAMILY. A building containing two or more dwelling units.

DWELLING, TOWNHOUSE. A narrow, single-family dwelling unit which normally occupies the entire width of its lot, having its open yard space to the front and rear, and which is attached on one or both sides to a similar unit or units, all of which are located on individually platted lots as part of a subdivided group development.

DWELLING UNIT. A single unit providing complete, independent living facility for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

EASEMENT. An interest in land owned by another person, consisting in the right to use or control the land, or an area above or below it, for a specific limited purpose.

ELECTRONIC MESSAGE BOARD SIGN. A sign capable of displaying words, symbols, figures, or images that can be electronically or mechanically changed by remote or automatic means.

ENCLOSED ASSEMBLY AREA. Any enclosed area, building or structure where people assemble for a common purpose, such as social, civic, cultural, recreational and/or religious purposes, whether owned and/or maintained by a for-profit or not-for-profit entity, and includes, but is not limited to, public assembly buildings such as auditoriums, theaters, halls, private membership clubs and organizations, fraternal lodges, exhibition halls, convention centers, and places of worship, or other areas, buildings or structures that are used for religious purposes or assembly by persons. Day care centers, private party halls, and banquet halls will be considered an enclosed assembly area.

ENFORCEABLE DEVELOPMENT AGREEMENT. Any agreement entered into by a local government with any person having a legal or equitable interest in real property located within its jurisdiction as provided for by Sections 163.3220—163.3243, F.S.

ENVIRONMENTAL CONSTRAINTS. Features, natural resources or land characteristics that are sensitive to improvements and may require conservation measures or the application of creative development techniques to prevent degradation of the environment, or may require limited development, or in certain instances may preclude development.

EROSION. The detachment and movement of soil or rock fragments, or the weaving away of the land surface by water, wind, ice and gravity.

ESSENTIAL SERVICES. Public utility facilities either underground or overhead and related to the transmission or distribution systems of water, sanitary or storm sewerage (including treatment plants), telephone cable, gas, electricity, television cable, and public safety, including poles, wires, mains, hydrants, drains, sewer lift stations, pipes, conduits, police or fire call boxes, warning sirens, traffic signals, and other similar equipment necessary for the furnishing of adequate service.

ESTUARINE BEACH. The zone of unconsolidated material that extends landward from the mean low water line of an estuary to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. Estuarine beaches are sometimes partially vegetated by native saltmarsh vegetation.

ESTUARY. A semi-enclosed, naturally existing coastal body of water in which saltwater is naturally diluted by freshwater and which has an open connection with oceanic waters. Estuaries include bays, embayments, lagoons, sounds, and tidal streams.

EVERGREEN. Non-deciduous foliage that remains green or living throughout the year.

FACADE SIGN. (See "WALL SIGN").

FACILITY-BASED DAY TREATMENT PROGRAM. A facility for youth who are placed on probation in a non-residential commitment program and youths participating in post commitment probation services consisting of group counseling, and academic programs.

FAMILY. One or more persons related by blood, adoption, or marriage or no more than two unrelated persons occupying the whole of a dwelling unit as a single housekeeping unit.

FAMILY DAY CARE HOME. An occupied residence in which child care is regularly provided for children from at least two unrelated families and which received a payment fee or grant for any of the children receiving care, whether or not operated for profit. Household children under 13 years of age, when on the premises of the family day care home or on a field trip with children enrolled in child care, shall be included in the overall capacity of the licensed home. A family day care home shall be licensed or registered as required by the State of Florida. A family

day care home shall be allowed to provide care for one of the following groups of children which shall include household children under 13 years of age:

1. A maximum of four children from birth to 12 months of age.
2. A maximum of three children from birth to 12 months of age, and other children, for a maximum total of six children.
3. A maximum of six preschool children if all are older than 12 months of age.
4. A maximum of 10 children if no more than 5 are preschool age and, of those 5, no more than 2 are under 12 months of age.

FDEP. Florida Department of Environmental Protection.

FEATHER FLAG. A vertical flag affixed to a single pole.

FENCE. A freestanding structure, designed and intended to serve as a barrier or as a means of enclosing a structure, yard, or other area, or to serve as a boundary feature separating two or more properties.

FINAL APPROVAL. The official action of the City Council taken on a preliminary approved subdivision, after all conditions, engineering plans and other requirements have been completed or fulfilled and the required improvements have been installed or guarantees properly posted for their completion or approval conditioned upon the posting of such guarantee.

FINAL DEVELOPMENT ORDER. A "final local development order" or a "final Development of Regional Impact (DRI) development order."

FINAL DRI DEVELOPMENT ORDER. A development order, as amended from time to time, adopted by the City Council and approved by the State pursuant to Section 380.06, F.S., notice of which is recorded pursuant to Section 380.06(15)(f), F.S.

FINAL LOCAL DEVELOPMENT ORDER. Any valid, unexpired approval by the city of a final subdivision plan (including construction plans and plat), final site plan (including construction plans) or building permit.

FINAL PLAT. The final map of all or a portion of a subdivision which is presented for approval, showing all building lots, easements, rights-of-way and other information necessary for providing the detailed description of the subdivision of a parcel of land.

FINAL SITE PLAN. (See "PLAN, FINAL SITE").

FINAL SUBDIVISION PLAN. (See "PLAN, FINAL SUBDIVISION").

FINE ARTS STUDIO. A studio for teaching or displaying any form of fine arts or performing arts. Fine arts will include both visual and performing art forms, such as painting, sculpture, installation, dance, and theatre.

FLAG. A piece of fabric with a color or pattern that represents some country, state, county, city, party, organization, or business activity.

FLASHING SIGN. Any sign with a light or lights which flash, blink, operating on and off intermittently, change in intensity, or otherwise create the illusion of flashing or movement.

FLAT SIGN. (See "WALL SIGN").

FLORIDA-FRIENDLY LANDSCAPING OR XERISCAPE. A landscaping method that uses environmentally sustainable practices, maximizes the conservation of water, utilizes native and suitable non-native trees, shrubs and groundcovers that require minimal maintenance when planted and an efficient watering system.

FLUCCS. Florida Land Use, Cover, and Forms Classified system, published by the Florida Department of Transportation, as amended from time to time.

FOOD PROCESSING FACILITY. A commercial establishment in which food is processed or otherwise prepared for human consumption but not consumed or sold at retail on the premises.

FOSTER CARE HOME. A facility certified by the State of Florida, whether operated for profit or not, providing housing and collective care and sustenance for no more than five adults or children on a 24-hour basis who are unrelated by blood, adoption, or marriage.

FREESTANDING EMERGENCY DEPARTMENT. A freestanding emergency department (FSED) is a facility that receives individuals for emergency care and is structurally separate and distinct from a hospital. Physicians and other medical staff are primarily engaged in providing medical and emergency care services on an outpatient basis. These establishments accept patients by ambulance in the same manner as a hospital emergency room and, typically, have specialized facilities and specialized equipment including a heliport.

FREE STANDING SIGN. A sign, including ground signs, pole signs and monument signs, which is supported by one (1) or more columns, uprights or braces anchored into the ground independent of support from any building.

FRONTAGE, BUILDING. The face of a building most nearly parallel with the public right-of-way line.

FUEL PUMP VALANCE SIGN. Any permanent sign attached to the top of a fuel pump.

GAS SERVICE FACILITY. Any structure used for the retail dispensing or sale of vehicular fuels.

GAZEBO. A non-habitable roofed detached accessory structure. The structure must be free standing, non-enclosed, and shall be designed for recreational or leisure uses and not for storage uses.

GEOGRIDS or GEOTEXTILES. Flat, interlocking shore protection structures which follow the natural slope of the shore.

GOLF COURSE. A golf facility capable of being classified as a regulation, executive, or par 3 course, comprised of one or more increments of nine holes, and occupying a minimum of 20 acres per nine-hole increment.

GOLF COURSE, MINIATURE. A putt-putt or pitch'n putt golf recreation facility or any like facility not meeting the requirements of a golf course as herein defined.

GOLF DRIVING RANGE. A tract of land or water improved with tees for practicing golf.

GROSS ACREAGE. Total land area of a parcel including streets, roads, drainage, undevelopable areas, and water bodies.

GROSS FLOOR AREA. The sum of the gross horizontal areas of the several floors of a building, measured from the exterior walls, or from the centerline of a wall separating two buildings, but not including interior parking spaces, loading space for motor vehicles, or any space where the floor-to-ceiling height is less than six feet.

GROUND AREA. That portion of a lot covered by buildings.

GROUND COVER. Low growing plants planted in such a manner as to form a continuous cover over the ground.

GROUND SIGN. A sign suspended or supported by one or more uprights or braces anchored in the ground.

GROUND-MOUNTED AMATEUR RADIO ANTENNA SUPPORT STRUCTURE: An amateur radio antenna support structure that is not affixed to any building or accessory structure.

GUEST HOUSE. A dwelling unit in a building separate from and in addition to the main residential building on a lot, intended for intermittent or temporary occupancy by a nonpaying guest. However, those quarters shall not be rented or otherwise used as a separate dwelling.

HABITAT CORRIDORS. A naturally-vegetated transportation route for plants and animals that connects larger natural areas.

HOME OCCUPATION. An occupation for gain or support conducted entirely within a dwelling unit, as herein defined, by the occupant residing therein, which occupation is clearly subordinate and incidental to the use of the dwelling as a place of residence, and which complies with all provisions of Section 158.217(F).

HOSPITAL. A building or group of buildings having facilities for overnight care of one or more human patients, providing services to in-patients and medical care to the sick and injured, and which may include as related facilities laboratories, out-patient services, training facilities, central service facilities, and staff facilities. However, any said related facility or service shall be clearly incidental and subordinate to the principal hospital use and operation.

HOTEL or MOTEL. A building or group of buildings, with or without kitchenettes, in which sleeping accommodations are offered to the public and intended primarily for rental to transients with daily charge, as distinguished from multiple-family dwellings and rooming or boarding houses, where rentals are for periods of a week or longer and occupancy is generally by residence rather than transience.

ILLUMINATED SIGN. A sign in which a source of light is used in order to make the message readable and shall include internally and externally lighted signs.

IMPACT. Significant and quantifiable effect of use of a public facility. The quantity of use calculated or measured relative to user volume in the facility, compared to calculated capacities of the public facility.

IMPERVIOUS SURFACE. All surface area of a lot or parcel, including portions occupied by buildings or structures, where surface drainage waters are unable to freely percolate downward through the natural soils.

IMPROVEMENT. Any man-made, immovable item which becomes part of, placed upon, or is affixed to, real estate, such as street pavement, curb and gutter, sidewalk, alley pavement, walkway pavement, water main, sanitary sewer, storm sewer or drain, street name, sign, landscaping, permanent reference monument (PRM), permanent control point (PCP) or any other improvement required by the Site Plan Review Committee.

INOPERABLE EQUIPMENT. Equipment which is in a state of disrepair or not in working condition.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be legally driven upon the public streets for any reason including, but not limited to, being unregistered, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

INSTALL. To erect, replace, hang, paint, display, apply, or otherwise put in place in any manner whatsoever.

INSTRUCTIONAL SIGN. A sign conveying instructions with respect to the premises on which it is maintained, such as, but not limited to, "exit," "entrance," "parking," "carry out," or similar instruction.

INTENSITY. The square footage of nonresidential floor area permitted per gross acre of land as determined by the Port St. Lucie Comprehensive Plan and Code of Ordinances.

JUNKYARD, SALVAGE YARD, or RECYCLING CENTER. A place, structure, or lot where junk, waste, discarded, salvaged or similar materials such as automobiles, appliances, old metal, wood, slush, lumber, glass, paper, rags, cloth, bagging, cordage, barrels, containers, and the like are brought, bought, sold, exchanged, baled, packed, disassembled, stored, or handled, including used lumber and building material yards, house wrecking yards, heavy equipment, wrecking yards, and yards or places for the storage, sale, or handling of salvaged house wrecking or structural steel materials.

KENNEL. An establishment where six or more domesticated animals more than six months, old are housed, bred, or trained.

KITCHEN. An area with a sink and permanent provisions for food preparation and cooking.

LAND DEVELOPMENT CODE OR LAND DEVELOPMENT REGULATIONS. The ordinances enacted by City of Port St. Lucie pursuant to Section 163.3161 et. seq., F.S., for the regulation of the development of land within the incorporated area of the city.

LAND SURVEYOR. A professional land surveyor and mapper registered under Chapter 472, F.S. who is in good standing with the Florida State Board of Professional Regulation.

LAND USE. The development activity or use that has occurred on the land or the development that is proposed by a developer of land that will generate demands for services offered by public facilities.

LAND CLEARING PLAN. A graphic diagram or aerial showing the areas of land disturbance, areas to be cleared and sediment and erosion control measures.

LANDSCAPE ISLAND. A curbed area located at the end of a parking bay and designated for landscaping.

LANDSCAPE STRIP. A strip of land designated for landscaping.

LANDSCAPE BUFFER STRIP. A strip of land designated to provide a visual buffer between abutting properties that consists of landscaping and an architectural wall.

LANDSCAPING. Material such as, but not limited to, grass, ground covers, shrubs, vines, hedges, trees, or palms; and nonliving durable material commonly used in landscaping, such as, but not limited to, rocks, pebbles, sand, walls, or fences, but excluding paving.

LEVEL OF SERVICE (LOS). An indicator of the extent or degree of service provided by, or proposed to be provided by, a public facility based on and related to the operational characteristics of the facility. LOS indicates the capacity per unit of demand of each public facility.

LICENSING ENTITY OR LICENSING ENTITIES. The Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, the Department of Children and Families, the Agency for Health Care Administration, or any other state agency with state authorization to license a community residential home to serve residents.

LISTED SPECIES. Those species of plants and animals listed as endangered, threatened, rare, or species of special concern by an official state or federal plant or wildlife agency, or the Florida Natural Areas Inventory (FNAI), includes species ranked as S1, S2, or S3). These species are targeted for protection for a number of reasons, e.g. they are in imminent danger of extinction, are rapidly declining in number or habitat, or have an inherent vulnerability to habitat modification, environmental alteration, or human disturbance which puts them at risk of extinction.

LISTED SPECIES, LIKELY TO OCCUR. Species listed in "Appendix B," Conservation Element, Port St. Lucie Comprehensive Plan.

LIVING AREA. The enclosed area of a dwelling unit which may be heated or air-conditioned, and excluding garages, carports, porches, and breezeways. A living area shall be measured from the exterior faces of the exterior walls excluding any exterior attachment.

LONG-WIRE ANTENNA. A wire antenna consisting of a single conductor of a random length, which typically is conducted to a transceiver at one end. It most often is parallel to the ground at a typical height of approximately 35 ft.

LOT. A designated parcel, tract, or area of land established by a plat or otherwise as permitted by law and to be used, developed or built upon as a unit.

LOT AREA. The size of a lot measured within the lot lines and expressed in terms of acres or square feet.

LOT DEPTH. The distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.

LOT FRONTAGE. The lineal distance of a lot measured along abutting public or private rights-of-way.

LOT OF RECORD. Land designated as a separate and distinct parcel on a legally recorded subdivision plat.

LOT, NONCONFORMING. A land parcel, however constituted, which does not meet all minimum zoning requirements.

LOT WIDTH. The distance between side lot lines measured on the front building line.

LOW-THC CANNABIS. Any plant(s) or part of a plant(s) of the genus Cannabis, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed only from a dispensing organization as specified in Section 381.986(1), F.S., as may be amended from time to time.

LUMINANCE. A measurement of the brightness of a sign's face.

MAINTENANCE GUARANTEE. Any security which may be required and accepted by a governmental agency to ensure that necessary improvements will function as required for a specific period of time.

MAJOR ROAD NETWORK SYSTEM. All city, county and state arterial and collector roads within the total incorporated area depicted in the Traffic Circulation Element of the Comprehensive Plan.

MAJOR SUBDIVISION. The division of a lot, tract or parcel of land, whether improved or unimproved, into three (3) or more lots, tracts, parcels or other divisions of land for the purpose, whether immediately or future, of transfer of ownership, development or lease. (Also see SUBDIVISION.)

MANGROVES. Any specimen of the species Avicenna germinans (black mangrove), Laguncularia racemosa (white mangrove), Rhizaphora mangle (red mangrove), and Conocarpus erectus (buttonwood mangrove).

MANUFACTURED HOUSE. A single-family dwelling which is factory constructed in its entirety in units or components, and then placed or assembled on a building site, and which has been determined to be constructed in compliance with the Federal Manufactured Home Construction and Safety Standards Act. Manufactured houses are further described as being of either residential design or standard design.

1. Residential design manufactured housing has the following characteristics:

    a. Minimum width of main body. Minimum width of the main body of the residential design manufactured housing as located on the site shall not be less than 20 feet, as measured across the narrowest portion. This is not intended to prohibit the offsetting of portions of the house.

    b. Minimum roof pitch, minimum roof overhang and roofing materials. Minimum pitch of the main roof shall be not less than one foot to rise for each four feet of horizontal run and the minimum roof overhang shall be one foot. In cases where site built housing generally has been constructed in adjacent or nearby locations with roof pitches less than 1:4 and/or roof overhang of less than one foot, then the residential design manufactured house may have less roof pitch and overhang, similar to the site built houses. In general, any roofing material other than built up composition roof, may be used which is generally used for site built houses in adjacent or nearby locations.

    c. Exterior finish and light reflection. Any material may be used for exterior finish which is generally acceptable for site built housing which has been constructed in adjacent or nearby locations, provided, however, that reflection for such exterior shall not be greater than from siding coated with clean white gloss exterior enamel.

    d. Approved foundations required in residential districts. Where approval of homes or model plans does not include approval of type of foundation, no residential design manufactured house shall be placed or occupied for residential use on a site in a residential district until such foundation plans have been submitted and approved by the Building Official as to the appearance and durability of the proposed foundation and whether it is acceptably similar or compatible in appearance to foundations of residences built on adjacent or nearby sites.

e. Site orientation. Residential design manufactured houses shall be placed on lots in such a manner as to be compatible with and reasonably similar in orientation to the site built housing which has been constructed in adjacent or nearby locations.

2. Standard design manufactured houses are manufactured houses certified as meeting the HUD Code, but not meeting the residential design standards contained herein.

MARINA. An establishment with a waterfront location providing for the refueling and/or in-water storage of watercraft used for recreational and noncommercial purposes, and including minor repair services for such craft not involving removal of watercraft from the water or removal of inboard or outboard engine from the watercraft.

MASS GRADING PLAN. A plan showing the areas to be cleared, stockpile areas, locations of lakes, locations of roads, and anticipated haul routes. These plans are associated with clearing land, road grading, and excavation of lakes within approved DRIs or PUDs prior to review or approvals of site development plans.

MASTER PLAN. A comprehensive long-range plan intended to guide the growth and development of a community or region. Includes analysis, recommendations and proposals for the community's population, economy, housing, transportation, community facilities and land use.

MASTER SIGN PROGRAM. A comprehensive sign program for projects which promote unified design concepts harmonious with the overall project and adjacent properties.

MEAN HIGH WATER LINE. Water line which is the average height of the high waters over a 10-year period. For shorter periods of observation, mean high water means the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent known variations and to reduce the result to the equivalent of mean 19-year value.

MEDICAL CANNABIS. All parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, sale, derivative, mixture, or preparation of the plant or its seeds or resin that is dispensed only from a dispensing organization for medical use by an eligible patient as defined in Section 499.0295, F.S. as specified in Section 381.986(1), F.S., as may be amended from time to time.

MEDICAL MARIJUANA. Medical Cannabis and/or Low-THC Cannabis lawfully prescribed to a qualifying patient pursuant to Florida law and the Department of Health's regulations.

MEDICAL MARIJUANA CULTIVATION FACILITY. Any area designated to be used for the cultivation of low-THC cannabis and/or medical cannabis.

MEDICAL MARIJUANA DISPENSING FACILITY OR DISPENSING FACILITY. A facility where Low-THC and/or Medical Cannabis is dispensed at retail.

MEDICAL MARIJUANA DISPENSING ORGANIZATION OR DISPENSING ORGANIZATION. An organization approved by the Florida Department of Health to cultivate, process, transport, and dispense low-THC cannabis or medical cannabis to qualified patients and legal representatives pursuant to this section as specified in Section 381.986(1), F.S., as may be amended from time to time.

MEDICAL MARIJUANA PROCESSING FACILITY. Any area to be used for the processing of low-THC cannabis and/or medical cannabis.

MEDICAL MARIJUANA TREATMENT CENTER(MMTC). An entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Florida Department of Health.

MEDICAL USE. The acquisition, possession, use, delivery, transfer, or administration of the prescribed amount of low-THC cannabis or medical cannabis not in conflict with Department of Health's applicable rules, or of

related supplies by a qualifying patient or caregiver for use by the caregiver's designated qualifying patient for the treatment of a debilitating medical condition as specified in Article X, Section 29 of the Florida Constitution as may be amended from time to time.

MENU BOARD. A wall or permanently mounted sign displaying the bill of fare for a drive-through restaurant.

MENU OR SANDWICH SIGNS. A-frame sign on sidewalks in front of the business it applies to. A portable sign displaying the type and price of services in connection with the business.

MICROBREWERY. A facility where beer and malt beverages are made on the premises and may include an area for sale of beer for on-premises consumption or in sealed containers for later consumption off the premises. A microbrewery may also, in conjunction with the sale of beer for consumption on the premises, sell wine for consumption on the premises. Food services may be an accessory use in conjunction with the permitted microbrewery primary use.

MINING or EXCAVATION. The removal of mineral resources or any earth material in excess of one hundred (100) cubic yards from its natural position upon a lot to another site, other than incidental excavation directly related to foundation preparation for an approved building, structure, or surface drainage.

MINOR SUBDIVISION. The division of a lot, tract or parcel of land, whether improved or unimproved, into two (2) tracts, parcels or other divisions of land for the purpose, whether immediately or future, of transfer of ownership, development or lease. (Also see "SUBDIVISION").

MOBILE FOOD DISPENSING VEHICLE. Mobile Food Dispensing Vehicle ("MFDV") is defined as set forth in Section 509.102, Florida Statutes, as amended.

MOBILE HOME.

1. A detached unit with all the following characteristics:
    a. Designed for long-term occupancy, and containing sleeping accommodations, a flush toilet, a tub or shower, and kitchen facilities, with plumbing and electrical connections provided for attachment to outside systems;
    b. Designed for transportation after fabrication on streets and highways on its own wheels or on a flatbed or other trailer;
    c. Arriving at the site where it is to be occupied as a dwelling complete, including major appliances, and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks or other temporary or permanent foundations, connection to utilities, and the like; and
    d. Built prior to the enactment of the Manufactured Home Construction and Safety Standards Act.
2. A recreational vehicle is not to be considered as a mobile home.

MOBILE HOME PARK. A lot or parcel developed in accordance with Chapter 158 and maintained under single ownership, where designated sites are offered for rent or lease for the placement and/or occupancy of mobile homes as dwelling units.

MOBILE VENDING SALES. Mobile Vending Sales means the sale of prepared food and/or flowers from a vehicle, cart or other mobile, non-fixed structure that is not a Mobile Food Dispensing Vehicle or a Temporary Commercial Kitchen.

MODULAR HOUSE. A single-family dwelling which is factory-constructed in its entirety, in units or components, and then placed or assembled on a building site, and which has been approved by the Department of Community Affairs of the State of Florida, or its successor agency.

MONUMENT SIGN. A freestanding sign where the base of the sign structure is flush with and anchored into the ground independent of support from any building. The width of the top of the sign structure can be no more than 120 percent of the width of the base.

MOTOR HOTEL, MOTOR LODGE. (See "HOTEL OR MOTEL").

MULCH. Nonliving, small, aggregate material such as gravel, rock, pebbles, bark, or pine needles spread over exposed soil.

MULTIPLE-FACED SIGN. A sign with more than two (2) faces.

MULTI-FAMILY RESIDENTIAL/INSTITUTIONAL AREAS. Any area zoned multi-family residential or institutional, including areas designated for multifamily/institutional uses in an approved PUD development plan.

MULTI-STORY STRUCTURE. A building or structure or portion thereof with two (2) or more stories measured from the surface of any floor and the surface of the floor directly above it not including basements or underground parking garages.

MUSIC RECORDING STUDIOS. A facility for sound recording and mixing.

NATIVE HABITAT. The natural abode of a plant or animal that contains the arrangement of food, water, cover and space required to meet the biological needs of a given species which occur indigenously on the land, in the soil, or in the water.

NATIVE SHORELINE WETLAND VEGETATION. Indigenous shoreline vegetation typically adapted for life in saturated soil conditions and characterized by wetland species listed in Chapter 17-3, F.A.C., as amended from time to time.

NATIVE UPLAND HABITAT. Indigenous vegetation typically adapted for life in non-wetland areas.

NATIVE WETLAND VEGETATION. An area that is inundated or saturated by surface water or ground water at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto.

NEIGHBORHOOD SIGNAGE. Signs designating separate and distinct neighborhoods which may be part of a larger subdivision or have distinct characteristics which are unlike those in adjoining areas.

NIT. Candela per square meter or cd/m^2 (1 nit = $1cd/m^2$)

NOI. Notice of Intent. Form sent to FDEP notifying FDEP that clearing or construction activities will occur on the project. The NOI is an application to work under the Generic Permit for Stormwater Discharge from Large and Small Construction Activity.

NONCONFORMING SIGN. Any sign which does not comply with the regulations of this Sign Code, or subsequent amendments.

NONCONFORMING STRUCTURE, USE OF LAND, USE OF LAND AND STRUCTURE, AND THE LIKE. See Section 158.275 through 158.286.

NONRESIDENTIAL SUBDIVISION. A subdivision whose intended use is other than residential, such as commercial or industrial. Such subdivision shall comply with the applicable provisions of these regulations.

NPDES. National Pollutant Discharge Elimination System. This is a federal permitting program to regulate stormwater discharges.

NURSING OR CONVALESCENT HOME. An extended or intermediate care facility which provides continuous personal care or nursing for three or more persons not related by blood or marriage to the operator who by reason of illness, physical or mental infirmity, or advanced age are unable to care for themselves.

OCCUPANCY. The residing of an individual or individuals overnight in a dwelling unit, or the installation, storage or use of equipment, merchandise, or machinery in any public, commercial, or industrial building.

OFF-PREMISES SIGN. A sign identifying, advertising or directing the public to a business, merchandise, service institution, residential area, entertainment, or activity which is located, sold, rented, based, produced, manufactured, furnished or taking place at a location other than on the property on which the sign is located.

OFFICE, BUSINESS. An office for such activities as real estate agencies, advertising agencies (but not sign shops), insurance agencies, travel agencies and ticket sales, chamber of commerce, credit bureaus, finance companies, abstract and title agencies or insurance companies, stockbrokers, and the like (but not including banking institutions). It is characteristic of a BUSINESS OFFICE that retail or wholesale good are not shown to or delivered from the premises to a customer.

OFFICE, PROFESSIONAL. An office for the use of persons generally classified as professionals, such as architects, engineers, attorneys, accountants, doctors, dentists, veterinarians (but not including boarding of animals on the premises), psychiatrists, psychologists, and the like.

OFF-STREET PARKING. A site or a portion of a site, devoted to the off-street parking of vehicles, including parking spaces, aisles, access drives, and landscaped areas.

ON-PREMISES SIGN. Any structure, device, display board, screen, surface or wall, characters, letters, or illustrations placed thereto, thereon, or there under by any method or means whatsoever where the matter displayed is used for advertising on the premises, a product or service, actually or actively offered for sale or rent thereon or therein.

OPEN LOT STORAGE AREA. An area outside the confines of an enclosed building which is enclosed by an opaque fence or wall and where inoperative vehicles, scrap metal, scrap lumber, building materials, machinery, machinery parts, or other similar items are customarily sold or stored.

OPEN/OUTSIDE STORAGE. Non-transitory containment, holding, leaving, or placement of goods or material for longer than 24 hours outside of a fully-enclosed building. It does not include the interim accumulation of a limited amount during processing, maintenance or repair.

OPEN SPACE. Land devoid of any structure or buildings except for minor pavilions, landscape structures or terraces and designed and maintained for recreation or leisure-time enjoyment, buffer areas, drainage or conservation.

OTHER VEHICULAR USE AREAS. All land upon which vehicles traverse the property as a function of the primary uses.

OVERALL PROJECT DEVELOPER. The individual, company or corporation who obtained preliminary approval of a multi-phased project under a single unity of title or an individual, company or corporation who purchased a multi-phased project in its entirety.

OVERLAY ZONING DESIGN STANDARDS. Site design and architectural standards for new development and redevelopment in designated areas contained in the "City of Port St. Lucie Citywide Design Standards Manual" as set forth in section 158.288(A) of the Code.

PAIN MANAGEMENT CLINIC. Is defined as specified in Section 458.3265(1)(a), F.S., as may be amended from time to time, and includes a privately owned pain-management clinic, facility, or office, which advertises in any medium for any type of pain management services, or employs a physician who is primarily engaged in the

treatment of pain by prescribing or dispensing controlled substance medications; a physician is primarily engaged in the treatment of pain by prescribing or dispensing controlled substance medications for the treatment of chronic nonmalignant pain. Chronic nonmalignant pain is pain unrelated to cancer which persists beyond the usual course of the disease or the injury that is the cause of the pain for more than ninety (90) days after surgery.

The definition shall not include any of the following:

1. A clinic licensed as a facility pursuant to Chapter 395, F.S.;
2. The majority of the physicians who provide services in the clinic primarily provide surgical services;
3. The clinic is owned by a publicly held corporation whose shares are traded on a national exchange or on the over-the-counter market and whose total assets at the end of the corporation's most recent fiscal quarter exceeded $50 million;
4. The clinic is affiliated with an accredited medical school at which training is provided for medical students, residents, or fellows;
5. The clinic does not prescribe or dispense controlled substances for the treatment of pain; or
6. The clinic is owned by a corporate entity exempt from federal taxation under 26 U.S.C. § 510(c)(3).

PAINTED SIGN. Any sign painted on any surface, including the roof of any building.

PARAPET. That portion of the facade which extends above the roof.

PARCEL OF LAND. Any quantity of land capable of being described with such definiteness that its location and boundaries may be established.

PARKING BAY. A single alignment of 12 or fewer parking spaces that is terminated at each end with a landscape island.

PARKING LOT. An off-street, ground level area, usually surfaced and improved, used or intended to be used for the parking of motor vehicles.

PERFORMANCE GUARANTEE. Any security that may be accepted by a municipality as a guarantee that the improvements required as part of an application for development are satisfactorily completed.

PERMANENT REFERENCE MONUMENT. A monument according to Section 177.031, F.S.

PERMANENT SIGN. Any sign permanently affixed to a structure or the ground which cannot be removed without special handling.

PERSON. An individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a point or common interest, or any other entity, and its designated agents, successors or assigns.

PERSONAL SERVICE USE. A use intended primarily to provide direct and personal service to its customers, including such uses as barber shops, beauty shops, tailors, shoe repair shops, laundry pick-up stations, watch repair shops, and the like.

PERVIOUS SURFACE. A surface that permits absorption of storm water.

PESTILENT EXOTIC VEGETATION/SPECIES. Non-native vegetation that is considered a nuisance, invasive, or a pest. Exotic vegetation includes, but is not limited to, Brazilian pepper (Schinos terebinthisfolios), Australian Pine (Casuarina equisetifolia), and Melaleuca (Melaleuca quinquenervia).

PHARMACY. Means the same as the definition in Section 465.003(11)(a), F.S., as may be amended from time to time, and includes community pharmacy, internet pharmacy, and special pharmacy, but does not include institutional pharmacy or nuclear pharmacy, as each of those terms are used in that section.

PLAN, FINAL SUBDIVISION. Includes the plat to be recorded; final engineering and construction drawings, specifications and calculations; certification of improvements, as-built drawings, or performance guarantee; and other required certifications, bonds, agreements, approvals, and materials for a development phase or the entirety of a parcel of land, meeting the requirements of the Code of Ordinances.

PLAN, PRELIMINARY SUBDIVISION. Includes the site plan and preliminary plat; tree location map or aerial photographic overlay; preliminary engineering drawings, specifications and calculations; and other necessary materials for a development phase or the entirety, meeting the requirements of the Code of Ordinances.

PLAN, SITE AND/OR DEVELOPMENT. Includes the site plan, statements of use and unified control, preliminary and/or final engineering drawings, specifications and calculations; and other required certifications, as-built drawings, performance guarantees, bonds, agreements, approvals and materials for a development phase or the entirety meeting the requirements of the land development regulations.

PLANNED RESIDENTIAL COMMUNITY. A City-approved, planned unit development that is under unified control, is planned and developed as a whole, has a minimum gross lot area of 8 acres, and has amenities that are designed to serve residents with developmental disabilities as defined in Florida Statutes Section 393.063 but that shall also provide housing options to other individuals.

PLANNING AND ZONING DEPARTMENT. The city agency duly authorized to review applications and plans for compliance with the land development regulations.

PLANTING AREA. Any area designated for landscape planting having a minimum area of ten square feet and having a minimum dimension of 3 feet; except that wherever a tree shall be planted, a minimum area of 25 square feet, with a minimum dimension of at least five feet.

PLAT. A map or delineated representation of the subdivision of lands, being complete, exact representation of the subdivision and other information in compliance with the requirement of all applicable statutes and of local ordinances, and may include the terms "replat," "amended plat" or "revised plat."

PLATTED LOT OF RECORD. A lot which is part of a subdivision which has been recorded in the office of the Clerk of the Circuit Court of St. Lucie County prior to the effective date of these regulations.

POLE SIGN. A freestanding sign that is affixed, attached, or erected on a pole that is not itself an integral part of or attached to a building or structure.

POTENTIALLY DEFICIENT ROAD SEGMENT. A city, county or state road segment on the Major Road Network System that is presently operating at [80—90%] of its adopted Level of Service (LOS)S standard.

PORTABLE SIGN. Any sign that is designed to be transported, including, but not limited to, signs: with wheels removed; with chassis or support constructed without wheels; designed to be transported by trailer or wheels; menu and sandwich signs, searchlight stands; and tethered inflatable signs.

PREMISES. A distinct unit, site, parcel of land, or property, with or without buildings, but including the buildings, which is the subject of a development action.

PRE-APPLICATION CONFERENCE. An initial meeting between developers and municipal representatives which affords developers the opportunity to present their proposals informally.

PRELIMINARY APPROVAL. The conferral of certain rights prior to final approval after specific elements of a development plan have been agreed upon by the Site Plan Review Committee and the applicant.

PRELIMINARY SUBDIVISION PLAT. A map indicating the proposed layout of a development and related information that is submitted for preliminary approval.

PRINCIPLE. A broad and basic rule but not measurable. Accompanied by the words "shall" or "will."

PRINCIPAL USE. The primary use of any lot or land parcel, with other use or uses thereon being clearly of a secondary or accessory nature.

PRIVATE PARTY HALL. An event venue rented exclusively for invited guests, not open to or advertised to the general public. This definition excludes alcohol industry promotional events and any gatherings with a commercial purpose. Events that are broadly advertised, promoted on public platforms (such as social media or public forums), or where attendance is not limited to specifically-invited individuals, shall not be considered private.

PROJECTING BLADE SIGN. Any blade sign hung or projecting perpendicular to promote a pedestrian environment.

PROJECTING SIGN. A sign projecting at an angle from the outside wall or walls of any building which is supported by only one (1) rigid support, irrespective of the number of guy wires used in connection therewith.

PROTECTED TREE. Any tree having a DBH of 12 inches or greater or any native palm with a minimum clear trunk of ten (10) feet or greater. The term "protected tree" shall also apply to any replacement tree and any tree that is represented in a landscape plan, street tree planting plan or other planning document for the purposes of securing an approved building permit, clearing permit, or certificate of occupancy. This excludes the following:

1. Non-native fruit trees cultivated or grown for the specific purpose of producing edible fruit, including, but not limited to: mangos, avocados, or species of citrus.
2. Non-native invasive or undesirable plants listed under Section 154.03(L).
3. All non-native trees in the palm family.

PSLUSD. Port St. Lucie Utility Systems Department.

PUBLIC FACILITIES. Major capital improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, parks and recreational facilities and services.

PUBLIC FACILITY OR USE. Any building or open area publicly owned and operated for the purpose of providing public services.

PUBLIC SIGN. A sign placed under the authority of duly authorized government officials, including traffic signs, legal notices, public safety signs, or signs placed by such authorized official for the public health, safety, welfare, or convenience.

PUBLIC UTILITY FACILITY. A facility which provides initial generation or major treatment, storage, or distribution with respect to a public utility such as water supply, sewer, gas, telephone, and electricity, but not including wireless communication antennas and towers.

PUD - PLANNED UNIT DEVELOPMENT. A land area under unified control which is planned and programmed in a single development operation or in a series of prescheduled phases according to an officially approved final development plan.

RATE. Volume per unit of time

RECOVERY RESIDENCE. An alcohol and drug-free residential dwelling, for individuals deemed disabled/handicapped by the Fair Housing Act and/or the Americans With Disabilities Act as a result of alcohol and/or drug addictions, that is in compliance with the standards set forth by the National Association of Recovery Residences and the Florida Association of Recovery Residences as much as is practicable.

RECLAMATION PLAN. A plan which describes how reclamation, including the restructuring, reshaping, and vegetation of disturbed lands to a form in which the lands may be beneficially used and includes the process of restoration, will take place.

RECREATIONAL FACILITY. A place designed and equipped for the conduct of sports, leisure time, fitness and recreational activities, including sports instruction schools.

RECREATIONAL VEHICLE PARK. A lot or parcel designed and developed in accordance with the requirements of this chapter and maintained under single ownership, where designated sites are offered for rent, lease or sale

for the temporary placement of recreational vehicles to be utilized for sleeping or eating in conjunction with recreation and/or vacation purposes. RV parks are restricted to temporary occupancy of any individual unit of no more than six months.

RECREATION VEHICLES. Any vehicle-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own mode of power or is mounted on or propelled by another vehicle including: camper, travel trailer, truck camper, and motor homes.

REPLACEMENT TREE. Shall mean any tree planted or preserved as a condition of approval of a tree removal permit.

RESIDENT. A resident of a community residential home is any of the following: a frail elder as defined by Florida Statutes Section 429.65, a person who is handicapped as defined in Florida Statutes Section 760.22(7)(a), a person who has a developmental disability as defined by Florida Statutes Section 393.063, a nondangerous person who has a mental illness as defined in Florida Statutes Section 394.455, or a child who is found to be dependent as defined in Florida Statutes Section 39.01 or 984.03, or a child in need of services as defined by Florida Statutes Section 984.03 or 985.03.

RESIDENTIAL COMPLEX. (See "COMMERCIAL/INDUSTRIAL/RESIDENTIAL COMPLEX").

RESTAURANT. An establishment where food and beverage are prepared and served for pay primarily for consumption on the premises.

RESTAURANT, DRIVE-THROUGH. An establishment whose is serving food to the public for consumption on the premises by order from and service to vehicular passengers outside the structure.

RESTAURANT, FULL SERVICE. A commercial establishment that offers a menu of food and beverages for immediate consumption, primarily on-premises. This type of restaurant provides table, counter, and/or booth service, with wait staff responsible for taking orders and serving meals. Full-service restaurants may also offer takeout service.

RESUBDIVISION. A change in a map of an approved or recorded subdivision if such change affects any street layout on such map or area reserved thereon for public use, or any lot line or if it affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions. (Also see "SUBDIVISION").

RETAIL BUSINESS. An establishment where goods are displayed and offered for purchase directly by the intended consumer or user of those goods.

REVOLVING SIGN. ("See ANIMATED SIGN").

RIGHT-OF-WAY. A strip of land dedicated, deeded, occupied or intended to be occupied by a street, walkway, boulevard, road, avenue, alley or other means of ingress or egress, railroad, electric transmission line, gas pipeline, water main, sanitary main, storm water main, swale, drainage canal, ditch or other drainage facility or structure, shade trees or for another special use.

RIP RAP. A loose assemblage of unconsolidated boulders, rocks, or clean concrete rubble arranged along the natural slope of the shoreline, often over a porous filter cloth, intended to stabilize the shoreline and reduce erosion. Concrete rubble shall be free to exposed reinforcing rods or similar protrusions, tar, asphalt, and paint.

ROOF-MOUNTED AMATEUR RADIO ANTENNA SUPPORT STRUCTURE. An amateur radio antenna support structure that is affixed to any building or accessory structure.

ROOF LINE. The highest continuous horizontal line of a roof on a sloping roof, the roof line is the principal ridge line or the highest line common to one (1) or more principal slopes of the roof. On a flat roof, the roof line is the highest continuous line of the roof or parapet, whichever is higher.

ROOF SIGN. Any sign, installed, constructed or maintained above the deck line or eave of any building.

ROOT PROTECTION ZONE. The pervious area beneath a tree centered on the trunk. For preserved trees, this means the area beneath the drip line of the tree. Root protection zones that include existing impervious area(s) not adversely affecting the viability of the tree, may be acceptable.

ROTATING SIGN. (See "ANIMATED SIGN").

RUNOFF. A term generally used to describe stormwater that is unable to soak into the ground and which flows over land.

RUNOFF COEFFICIENT. Ratio of the amount of rain which runs off a surface to that which falls on it; a factor from which runoff can be calculated.

SANDWICH SIGN. (See "A-FRAME SIGN").

SEDIMENTATION OR SILTATION. The process by which mineral or organic matter is removed from its site or origin, transported and subsequently deposited by air, water or mechanical activities.

SELF-SERVICE STORAGE FACILITY. An enclosed storage facility of a commercial nature containing independent, fully enclosed bays which are leased to persons exclusively for dead storage of their household goods and/or personal property.

SEMI-PUBLIC FACILITY OR USE. Any building or open area privately owned and operated for the purpose of providing public services, but not including wireless communication antennas and towers.

SERVICE AND REPAIR FACILITY. An establishment whose primary function is to provide service and/or repairs upon personal, household, or small commercial equipment, but excluding automotive or vehicle repair.

SERVICE STATION. An establishment utilized principally for the business of fueling and lubricating motor vehicles and for performances of incidental service to motor vehicles such as hand washing, cleaning, polishing, tire changing and repair, battery recharging and replacement, minor repairs and tune-ups, and including the sale of tires, batteries, incidental parts, and accessories. Service permissible in a service station shall not include major mechanical and body work, straightening of frames or body parts, steam cleaning, painting, welding, storage of automobiles not in operating condition, operation of a commercial parking lot or a commercial garage as an accessory use, or other characteristics to an extent greater than normally found in such stations; any establishment performing those services shall be deemed to be an auto repair shop or garage.

SERVICE VOLUME (ROADS). (See "CAPACITY (ROADS)").

SETBACK LINE, BUILDING. An imaginary line running parallel to a front, side, or rear property line and establishing the rear edge of a yard or open area in which no building, structure, or use may be placed or established, unless otherwise permitted herein. For irregular shaped lots, the Zoning Administrator may interpret from where the setback line is to be measured.

SFWMD. South Florida Water Management District.

SHORELINE. The immediate interface of land and water; the mean high tide line in non-vegetated areas, and the landward extent of wetland species of vegetation as listed in Chapter 17-4, FAC. where such "Marine Species" constitute the dominant plant community.

SHORE PROTECTION STRUCTURES. Shore hardening structures, such as seawalls, bulkheads, revetments, groins, and aggregates of materials other than natural sediments, used to prevent erosion and protect other structures from waves and other hydrodynamic forces.

SHRUBS. Any low, self-supporting, multi-stemmed evergreen.

SIGHT DISTANCE TRIANGLE. An area adjacent to an intersection or driveway that must be clear of visual obstructions, such as landscaping, to allow drivers to see intersecting traffic. See Section 158.204 of the Zoning Code for visibility at intersections in Zoning Districts.

SIGN. Any writing (including letter, word, or numerical), pictorial presentation (including illustration or decoration), emblem (including device, symbol, or logo), flag (including banner or pennant), or any other figure of similar character, that; (1) is a structure or any part thereof, or is attached to, painted on, or in any other manner represented on a building or other structure; (2) is used to announce, direct attention to, or advertise; and (3) is visible from outside a building. A sign includes writing, representation, or other figures of similar character, within a building not attached to a window and can be viewed through a glassed wall of a building.

SIGN HEIGHT. The vertical distance to the highest point of a sign. Freestanding signs shall be measured from the crown of the nearest abutting street.

SINGLE-FAMILY RESIDENTIAL AREA. Any portion of the city divided into lots intended to contain a single dwelling unit designed for occupancy by one family.

SITE PLAN REVIEW COMMITTEE. A committee established by Chapter 158 of the city's Code of Ordinances. The Committee reviews, comments and makes recommendations with respect to development applications.

SNIPE SIGN. Any off-premises sign of any size, made of any material, including, but not limited to, paper, cardboard, wood, and metal, when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences or other objects, and the advertising matter appearing thereon is not applicable to the premises upon which said sign is located.

SOLAR ENERGY SYSTEM. Any device or combination of devices or elements which rely upon direct sunlight as an energy source, including, but not limited to, any substance or device which collects sunlight for use in the heating or cooling of a structure or building, the heating or pumping of water, or the generation of electricity. A solar energy system may be used for purposes in addition to the collection of solar energy. These uses include, but are not limited to, serving as a structural member or part of the roof of a building or structure and serving as a window or wall. A solar energy system may be mounted on the building or on the ground and is not the principal use of the property.

SOLAR GENERATION STATION. An energy generation facility comprised of one or more freestanding, ground mounted devices that capture solar energy and convert it to electrical energy for use in locations other than where it is generated. Solar generation stations typically utilize photovoltaic solar cells, but can also be combinations of light reflectors, concentrators, and heat exchangers. A solar generation station is also known as a solar plant, solar generation plant, solar farm, solar power plant, or solar thermal power plant.

SPECIAL EXCEPTION USE. Any use so designated within Section 158.260, which use shall be subject to review and approval in accordance with the requirements of this chapter for the particular lot or parcel involved

SPECIMEN TREE. A tree which is of high value because of its type, size, age or other relevant criteria.

SPONSORING AGENCY. An agency or unit of government, a profit or not for profit agency, or any other person or organization which intends to establish or operate a community residential home.

SPREAD. Means the crown diameter measured by taking the average of the widest branch spread and the branch spread perpendicular to it.

STORMWATER. The flow of water which results from, and that occurs immediately following, a rainfall.

STORMWATER MANAGEMENT SYSTEM. The system, or combination of systems, designed to treat stormwater, or collect, convey, channel, hold, inhibit, or divert the movement of stormwater on, through, and/or from a site.

STREET. A public or approved private thoroughfare which affords the principal means of access to abutting property. Street includes a lane, way, place, drive, boulevard, road, avenue, alley or other means of ingress or egress, regardless of the descriptive term used.

STREET, APPROVED PRIVATE. A private thoroughfare which affords the principal means of access to abutting property and which has been specifically approved for said access by official action of the City Council, but the maintenance and upkeep of which remains the responsibility of the owner or owners of record.

STREET, ARTERIAL. Any street or thoroughfare so designated by official action of the City Council or designated as such within the Comprehensive Plan. Arterial streets and highways are intended to serve moderate to large traffic volumes traveling relatively long distances. Requirements for speed and level of service are usually quite high. Access to arterials should be well-controlled and, in general, limited to collector streets or highways.

STREET, COLLECTOR. Any street or thoroughfare so designated by official action of the City Council or designated as such within the Comprehensive Plan. Collectors are intended to serve as the connecting link for local streets and highways and to provide intra-neighborhood transportation. The traffic characteristics generally consist of relatively short trip lengths and moderate speeds and volumes. Access to collectors should be restricted to local streets and highways and major traffic generators.

STREET, LOCAL. Any street not designated as a collector or arterial street. The primary function of a local street or highway is to serve the adjacent property by providing the initial access to the highway network. These facilities are characterized by short trip lengths, low speeds and small traffic volumes. The design of the network should be directed towards eliminating through traffic from these facilities.

STRUCTURAL ALTERATION. Any change, alteration, or addition to a building or structure which involves bearing walls or supporting members.

STRUCTURE. Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground.

SUBDIVISION. The division of a lot, tract or parcel of land, whether improved or unimproved, into two (2) or more lots, tracts, parcels or other divisions of land for the purpose, whether immediately or future, of transfer of ownership, development or lease, or, if the establishment of a new street is involved, any division of such lot, tract or parcel. The term includes a resubdivision and, when appropriate to the context, shall relate to the process of subdividing or to the land subdivided.

SUBSTANTIAL CONSTRUCTION WORK. The commencement and continuous prosecution of construction of required improvements toward completion.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any extension, repair, reconstruction, or other improvement of a property, the cost of which equals or exceeds fifty (50) percent of the fair market value either before the improvement is started or, if the property has been damaged and is being restored, before the damage occurred.

SURFACE WATER. Water above the surface of the ground whether or not flowing through definite channels.

SWINGING SIGN. Any sign that swings freely from or on supports regardless of the guy wires used in connection therewith.

SWPPP. Stormwater Pollution Prevention Plan. Plan showing the BMPs to reduce storm water runoff from cleared areas or construction sites. Can also be referred to as an Erosion Control Plan.

TELECOMMUNICATION SWITCHING FACILITIES. Telecommunication switching facilities will have the following characteristics: Consist of less than four hundred twenty-five (425) square feet of total floor space; not be occupied; have only two (2) parking spaces; and be used for telecommunication switching equipment only.

TEMPORARY COMMERCIAL KITCHEN. Temporary Commercial Kitchen ("TCK") is defined as set forth in Section 509.102, Florida Statutes, as amended.

TEMPORARY INSTALLATIONS. Those installations of amateur radio antennas and amateur radio support structures that remain in place for a period less than ninety (90) consecutive days and whose manufacturer's specifications do not recommend or require concrete footings

TEMPORARY SIGN. Any sign that is not a permanent sign and is intended to be used for less than 12 months.

TEMPORARY USE. A use, other than an accessory use, that does not involve the construction or alteration of any permanent structure and that is established for a fixed period of time with the intent to discontinue such use upon the expiration of the established time period.

TIME AND TEMPERATURE SIGN. A display containing illuminated numerals flashing alternately to show the time and/or temperature.

TOWNHOUSE. A single-family dwelling unit constructed in a series or group of two or more attached units with property lines separating such units in which each unit extends from the foundation to roof and with a yard on not less than two sides.

TREE. Any self-supporting, woody plant having at least one well-defined stem that will gain a minimum height of 20 feet when mature.

TREE PROTECTION BARRIER. A suitable structure as installed as close as possible to the perimeter of the tree protection area prior to construction, land clearing, or demolition.

TRAILER SIGN. Any sign installed on a frame or structure with wheels other than a motor vehicle. Also see "Portable Sign."

UNDER CANOPY SIGN. Any sign hung under a canopy perpendicular to the building to promote a pedestrian environment.

UPLAND. All land areas not defined as wetlands per Section 157.08.

USACE. United States Army Corps of Engineers.

USE. The purpose for which land or water or a structure thereon is designated, arranged, or intended to be occupied or utilized or for which it is occupied or maintained. The use of land or water in the various zoning districts is governed by this chapter.

USE OF LAND OR WATER. Includes use of land, water surface, and land under water to the extent covered by zoning districts, and over which the city has jurisdiction.

UTILITIES. Any publicly or privately operated utility, such as, but not limited to, storm drainage, sanitary sewers, electric power, water service, gas service, telephone and television cable systems.

VSHAPED SIGN. Any sign which has two (2) faces which are not parallel.

VARIABLE MESSAGE BOARD. Portable electronic devices which may be used for providing information to motorists about construction schedules, alternate routes, expected delays, detours, and any other public message for the health, safety or welfare of the traveling public and residents. Use limited to government agencies.

VARIANCE. A relaxation of the terms of this zoning code where a variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the petitioner or applicant, a literal enforcement of the requirements of this chapter would result in unnecessary and undue hardship on the land.

VEHICLE SIGN. A sign affixed to or painted on a transportation vehicle or trailer for the purpose of identification or advertisement. Vehicle signs shall not include political signs, bumper stickers, or signs required by law, ordinance, or regulations.

VERTICAL ANTENNA. A vertically polarized conductor of radio waves that is perpendicular to the ground and that has an omni-directional pattern.

VETERINARY HOSPITAL OR CLINIC. Any structure or premises used primarily and essentially for the medical and surgical care of ill, disabled, or injured animals.

VINES. Any of a group of woody or herbaceous plants which may climb by twining, by means of aerial rootlets or tendrils, or which may simply sprawl over the ground.

VIRTUAL AUTO SALES. A business that primarily sells new or used vehicles online, enabling customers to browse inventory, secure financing and complete their purchase remotely. The operation may include a physical office and display as required by the Florida Administrative Code (FAC) 15C-7.003.

WALL SIGN (FACADE SIGN). Any sign fastened to, painted on, or incorporated into the structure or architecture of the outside facade of a building. Such signs, located on the exterior of a building are considered wall signs and are calculated as part of the total façade signage permitted.

WATER REFUSE PLAN. A plan which describes how water used in the mining process will be conserved through a reuse program.

WETLANDS. Hydrologically sensitive areas which are identified as being inundated or saturated by surface or ground water with a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

WHOLESALE TRADE. Establishments or places of business primarily engaged in selling merchandise to retailers; to industrial, commercial, institutional or professional business users, or to other wholesalers; or acting as agents or brokers and buying merchandise for such individuals or companies.

WILDLIFE CORRIDORS. Areas of open space, preferably well vegetated, which connect conservation areas and allow wildlife traffic between different vegetative communities.

WINDOW SIGN. Any sign which is attached or painted, either permanently or temporarily, on the interior or exterior of a window, glass door, glass wall, or which is placed within 12 inches of the window, glass door, or glass wall.

WIRELESS COMMUNICATION ANTENNAS. An antenna designed to transmit or receive communications as authorized by the Federal Communications Commission.

WIRELESS COMMUNICATION TOWERS.

1. A structure or ground-mounted tower which:
    a. Is greater than 35 feet in height, as measured from the base of the structure as provided in Section 158.213(M)(2);
    b. Does not exceed 300 feet in height (including antenna); and
    c. Is principally intended to support communication (transmission or receiving) equipment for radio, TV, microwave, cellular, and similar communication purposes.
2. The term COMMUNICATION TOWER shall not include amateur radio operators' equipment licensed by the Federal Communications Commission (FCC). Communication towers are generally described as either monopole (free-standing), guyed (anchored with guy wires), or self-supporting (square, triangular, or pyramidal in plan view and constructed of steel lattice, tubular steel, reinforced concrete, or wood.).

YAGI ANTENNA. Often referred to as a beam antenna, the yagi is directional and typically results in a gain in signal strength. It is very similar in appearance to a traditional outdoor television antenna in that its elements or radiators are parallel to the ground.

YARD.

1. A required open space which is unobstructed from the ground upward except as otherwise allowed in this chapter, and except for fences, poles, posts, permitted signs, children's play equipment, other customary yard accessories, driveways, ornaments, statuary, and furniture which will not violate height limitations and requirements limiting obstruction of visibility.
2. The depth of any yard shall be measured at right angles to the appropriate lot line so that the yard established is a strip the minimum depth required by district regulations.

YARD, FRONT. A yard extending between side lot lines across the front of a lot adjoining a street; except that on lots fronting on more than one street, the front yard will be determined by the Zoning Administrator based on the location of any abutting arterial or collector streets, the prevailing patterns and the lot depth requirements of the zone.

YARD, REAR. A yard extending across the rear of the lot between side yards. The rear yard shall be at the opposite end of the lot from the front yard, unless otherwise specified by the Zoning Administrator.

YARD, SIDE. A yard extending from the interior (rear) line of the front yard to the rear lot line along any side lot line.

YARD, SPECIAL. A yard so placed or oriented that neither the term side yard nor the term rear yard clearly applies. In those cases, the Zoning Administrator shall require a yard with minimum dimensions as generally required for a side yard or rear yard in the district, determining which shall apply by the relation of the portion of the lot on which the yard is located to the adjoining lot or lots, with due regard to the orientation and location of structures and buildable areas thereon.

YEARLY INFORMATION REPORT (YIR) AND DATA BASE. An annual report prepared by the Director of Planning and Zoning which determines the existing condition of public facilities, determines and summarizes the available capacity of the public facilities based on their Level of Service (LOS), and forecasts the capacity of existing and planned public facilities identified in the Five-Year Capital Improvement Schedule.

ZONING ADMINISTRATOR. (See Section 158.350 of the Zoning Code).

ZONING DISTRICT. Any of the designated districts established within Section 158.020, for which delineation may be shown on the zoning map and for which specific regulations and requirements are included herein.

ZONING REGULATIONS. City of Port St. Lucie Code, as may be amended, which controls and regulates zoning for the incorporated portion of the city.

ZONING MAP. The official map described within Section 158.022(A), upon which the delineation of the several zoning districts are shown for locations within the city.

(Ord. No. 15-84, § 1, 12-7-15; Ord. No. 17-16, § 1, 3-13-17; Ord. No. 17-48, § 2, 8-14-17; Ord. No. 17-79, § 2, 11-27-17; Ord. No. 18-26, § 2, 5-29-18; Ord. No. 18-44, § 2, 9-10-18; Ord. No. 23-17, § 2, 2-27-23; Ord. No. 23-83, § 2, 1-8-24; Ord. No. 24-82, § 3, 1-13-25; Ord. No. 25-06, § 2(Exh. A), 1-27-25; Ord. No. 25-24, § 2(Exh. A), 5-12-25)

Sec. 158.233. Reasonable accommodation procedures.

(A) **Purpose and Applicability:** It shall be the policy of the City of Port St. Lucie to provide reasonable accommodation in the application of its ordinances, rules, policies, and procedures for persons with disabilities as provided by the federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131, et seq.) ("ADA"). For purposes of this section, a "disabled" individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA.

(B) **Requirements for Filing a Reasonable Accommodation Request:**

(1) Any person who is disabled (or qualifying entity) (collectively "Applicant") may request a reasonable accommodation with respect to the City's land use or zoning laws, rules, policies, practices and/or procedures as provided by the FHA and the ADA pursuant to the procedures set forth in this section. It is the obligation of the Applicant to establish that they, or those on whose behalf the request is made, are protected under the FHA and/or ADA by demonstrating that they, or those on whose behalf the request is made, are disabled/handicapped as defined by the FHA and/or ADA and that the proposed accommodation is both reasonable and necessary to afford the Applicant, or those on whose behalf the request is made, an equal opportunity to use and enjoy the residential dwelling.

(2) A request by an Applicant for a reasonable accommodation under this section shall be in writing by completion of a reasonable accommodation request form, which form is maintained by (and shall be submitted to) the City Attorney's Office. The reasonable accommodation request form shall contain such questions and requests for information as are necessary for processing the reasonable accommodation request.

(3) If the request for a reasonable accommodation is made by a qualifying entity on behalf of disabled individuals: (i) it is the continuing obligation of the qualifying entity to submit Verification of Disability Status forms on behalf of each of the disabled individuals. The Verification of Disability Status Form is maintained by (and shall be submitted to) the City Attorney's Office and (ii) the reasonable accommodation request form must be signed by both the owner and the Applicant of the residential dwelling (if different individuals).

(4) Should the information provided by the disabled individual(s) or qualifying entity to the City include medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled individual(s), such individual(s) may, at the time of submitting such medical information, request that the City, to the extent allowed by law, treat such medical information as confidential information of the disabled individual(s). The City shall thereafter endeavor to provide written notice to the disabled individual(s) and/or their representative, of any request received by the City for disclosure of the medical information or documentation, which the disabled individual(s) has previously requested be treated as confidential by the City. The City will cooperate with the disabled individual(s), to the extent allowed by law, in actions initiated by such individual(s) to oppose the disclosure of such medical information or documentation, but the City shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the disabled individual(s) or qualifying entity.

(C) **Spatial Considerations:** If the clustering of Recovery Residences would occur by the granting of an Applicant's reasonable accommodation request, it shall be the obligation of the Applicant to establish that such clustering would not create a fundamental alteration of a residential neighborhood and will best meet the needs of the Applicant.

(D) **Reasonable Accommodation Decision Making Process:**

(1) The City Manager, or his/her designee, shall have the authority to consider and act on requests for reasonable accommodation. When a reasonable accommodation request form has been completed and submitted to the City Attorney, it will be referred to the City Manager, or designee, for review and consideration. The City Manager, or designee, shall issue a written determination within thirty (30) days of the date of receipt of a completed application and may, in accordance with federal law:

(i) Grant the accommodation request;

(ii) Grant a portion of the request and deny a portion of the request, and/or impose conditions upon the grant of the request; or

(iii) Deny the request, in accordance with federal law.

Any such denial shall be in writing and shall state the grounds therefor. All written determinations shall give notice of the right to appeal. The notice of determination shall be sent to the Applicant by certified mail, return receipt requested. If reasonably necessary to reach a determination on the request for reasonable accommodation, the City Manager, or designee, may, prior to the end of said thirty (30) day period, request additional information from the Applicant, specifying in sufficient detail what information is required. The Applicant shall have fifteen (15) days after the date of the request for additional information to provide the requested information. In the event a request for additional information is made, the thirty (30) day period to issue a written determination shall no longer be applicable, and the City Manager, or designee, shall issue a written determination within thirty (30) days after receipt of the additional information. If the Applicant fails to provide the requested additional information with said fifteen (15) day period, the City Manager, or designee, shall issue a written notice advising that the Applicant had failed to timely submit the additional information and therefore the request for reasonable accommodation shall be deemed abandoned and/or withdrawn and no further action by the City with regard to said reasonable accommodation request shall be required.

(2) Within thirty (30) days after the City Manager's, or designee's, determination on a reasonable accommodation request is mailed to the Applicant, such Applicant may appeal the decision. All appeals shall contain a statement containing sufficient detail of the grounds for the appeal. Appeals shall be to the Special Magistrate who shall, after public notice and a quasi-judicial public hearing, render a determination as soon as reasonably practicable, but in no event later than thirty (30) days after an appeal has been filed. An appeal of a decision by the Special Magistrate shall be handled exclusively in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida. Such appeal shall be taken by filing a petition for writ of certiorari within thirty (30) days from the date of filing of the written order by the City Clerk.

(E) **Reapplication after Denial of a Reasonable Accommodation Request:** No reasonable accommodation request shall be considered by the City if the Applicant's same or substantially similar reasonable accommodation request was denied, and not overturned by subsequent order, within the previous twelve (12) months absent a material and substantial change in circumstances from the date of the denial. It shall be in the City Attorney's sole discretion to determine whether a material and substantial change in circumstances has occurred.

(F) **Revocation of an Approved Reasonable Accommodation Request:**

(1) **Grounds for Revocation.** The City Manager, or designee, may initiate an action to revoke an approval for a reasonable accommodation request, when he or she finds by competent and substantial evidence that:

(i) The Applicant provided false or misleading information on the reasonable accommodation request;

(ii) The property subject to the reasonable accommodation request has been found to be in violation the conditions of approval of the reasonable accommodation request;

(iii) Any applicable state or federal certification has expired or been revoked; or

(iv) Since the granting of the reasonable accommodation request, the reasonable accommodation has become injurious to the health, safety or welfare of the public.

(2) **Revocation Procedures.**

(i) **Notice of Intent to Revoke.** If the City Manager, or designee, finds cause exists to revoke a reasonable accommodation, he or she shall cause to be served upon the Applicant a written notice of intent to revoke which shall contain the grounds upon which such revocation is proposed. The applicant shall have ten (10) days in which to respond.

(ii) **Notice of Hearing.** If the Applicant fails to show compliance with the order approving the reasonable accommodation request, City Manager, or designee, shall schedule a publicly noticed quasi-judicial hearing to occur no later than thirty (30) days from the date the Notice of Intent to Revoke was served upon the Applicant before the Special Magistrate and shall cause to be served upon the Applicant a Notice of Hearing.

(iii) The Special Magistrate shall, after public notice and a quasi-judicial public hearing, render a determination as soon as reasonably practicable, but in no event later than thirty (30) days after the Notice of Hearing has been filed. An appeal of a decision by the Special Magistrate shall be handled exclusively in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida. Such appeal shall be taken by filing a petition for writ of certiorari within thirty (30) days from the date of filing of the written order by the City Clerk.

(G) **Annual Renewal:** An approval of a reasonable accommodation request shall be valid for twelve (12) months. An Applicant may renew the reasonable accommodation request approval by completion of a renewal reasonable accommodation request form, which form is maintained by (and shall be submitted to) the City Attorney's Office. The renewal reasonable accommodation request form shall contain such questions and requests for information as are necessary for processing the reasonable accommodation renewal request. Said form must be received by the City Attorney no later than the last day of the eleventh month from when the last approval was granted. All forms submitted after that date shall result in a denial.

(H) **Fees:** There shall be no fee imposed by the City in connection with a request for reasonable accommodation under this section or an appeal of a determination of such request to the Special Magistrate, and the City shall have no obligation to pay an Applicant's (or an appealing party's, as applicable) attorneys' fees or costs in connection with the request, or an appeal.

(I) **Pending Application or Appeal and Enforcement of Zoning Code:** While an application for reasonable accommodation, or appeal of a determination of same, is pending before the City, the City will not enforce the subject zoning ordinance, rules, policies, and procedures against the Applicant.

(J) **General Provisions:**

(1) The City shall display a notice on the City's webpage (and shall maintain copies available for review in P&Z, the Building/Permitting Division, and the City Clerk's Office), advising the public disabled individuals (and qualifying entities) may request reasonable accommodation as provided herein.

(2) A disabled individual may apply for a reasonable accommodation on his/her own behalf or may be represented at all stages of the reasonable accommodation process by a person designated by the disabled individual.

(3) The City shall provide such assistance and accommodation as is required pursuant to FHA and ADA in connection with a disabled person's request for reasonable accommodation, including without

limitation, assistance with reading application questions, responding to questions, completing the form, filing an appeal, and appearing at a hearing, etc., to ensure the process is accessible.

(K) **Supplemental Procedures for Certified Recovery Residences:**

(1) Pursuant to Section 397.487, Florida Statutes, supplemental procedures apply to reasonable accommodation applications for certified recovery residences.

(2) This subsection shall be interpreted in accordance with Chapter 397, Florida Statutes.

(3) To the extent not in direct conflict with this subsection, the general procedures of this Section shall apply to reasonable accommodation requests pertaining to certified recovery residences. However, the Applicant must identify, at the time of initial application, that it is an application for a certified recovery residence for the provisions of this subsection to apply.

(4) Upon receipt of an application to operate a certified recovery residence, the application shall be date-stamped. If additional information is required, the Applicant must be notified in writing within 30 days after receipt of the application and allow the Applicant at least 30 days to respond.

(5) The City Manager must issue a final written determination on the application within 60 days after receipt of a completed application. The determination must:

(a) Approve the request in whole or in part, with or without conditions; or

(b) Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

(6) If a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

(7) The application shall utilize the forms maintained by the City Attorney's Office for other reasonable accommodation requests. At minimum, the application must include:

(a) The name and contact information of the Applicant or the Applicant's authorized representative;

(b) The property address and parcel identification number; and

(c) A description of the accommodation requested and the specific regulation or policy from which relief is sought.

The above requirements shall not be interpreted to limit the information an Applicant is obligated to provide in order for the application to be deemed complete.

(8) A reasonable accommodation for a certified recovery residence may be revoked pursuant to the provisions of subsection (F) above. However, a lapse, revocation, or failure to maintain certification or licensure required under Section 397.487, Florida Statutes, may not provide a basis for revocation unless such certification or licensure has not been reinstated within 180 days of the initial lapse or revocation.

(Am. Ord. 13-04, § 1, passed 1-22-13; Ord. No. 17-79, § 3, 11-27-17)

The 2025 Florida Statutes

397.487 Voluntary certification of recovery residences.—

(1) The Legislature finds that a person suffering from addiction has a higher success rate of achieving long-lasting sobriety when given the opportunity to build a stronger foundation by living in a recovery residence while receiving treatment or after completing treatment. The Legislature further finds that this state and its subdivisions have a legitimate state interest in protecting these persons, who represent a vulnerable consumer population in need of adequate housing. It is the intent of the Legislature to protect persons who reside in a recovery residence.

(2) The department shall approve at least one credentialing entity by December 1, 2015, for the purpose of developing and administering a voluntary certification program for recovery residences. The approved credentialing entity shall:

(a) Establish recovery residence certification requirements.

(b) Establish procedures to:

1. Administer the application, certification, recertification, and disciplinary processes.

2. Monitor and inspect a recovery residence and its staff to ensure compliance with certification requirements.

3. Interview and evaluate residents, employees, and volunteer staff on their knowledge and application of certification requirements.

(c) Provide training for owners, managers, and staff.

(d) Develop a code of ethics.

(e) Establish application, inspection, and annual certification renewal fees. The application fee may not exceed $100. Any onsite inspection fee shall reflect actual costs for inspections. The annual certification renewal fee may not exceed $100.

(3) A credentialing entity shall require the recovery residence to submit the following documents with the completed application and fee:

(a) A policy and procedures manual containing:

1. Job descriptions for all staff positions.

2. Drug-testing procedures and requirements.

3. A prohibition on the premises against alcohol, marijuana, illegal drugs, and the use of prescribed medications by an individual other than the individual for whom the medication is prescribed. For the purposes of this subsection, “marijuana” includes marijuana that has been certified by a qualified physician for medical use in accordance with s. 381.986.

4. Policies to support a resident’s recovery efforts.

5. A good neighbor policy to address neighborhood concerns and complaints.

(b) Rules for residents.

(c) Copies of all forms provided to residents.

(d) Intake procedures.

(e) Sexual predator and sexual offender registry compliance policy.

(f) Relapse policy.

(g) Fee schedule.

(h) Refund policy.

(i) Eviction procedures and policy.

(j) Code of ethics.

(k) Proof of insurance.

(l) Proof of background screening.

(m) Proof of satisfactory fire, safety, and health inspections.

(4) A certified recovery residence must be actively managed by a certified recovery residence administrator. All applications for certification must include the name of the certified recovery residence administrator who will be actively managing the applicant recovery residence.

(5) Upon receiving a complete application, a credentialing entity shall conduct an onsite inspection of the recovery residence.

(6) All owners, directors, and chief financial officers of an applicant recovery residence are subject to level 2 background screening as provided under s. 408.809 and chapter 435. A recovery residence is ineligible for certification, and a credentialing entity shall deny a recovery residence's application, if any owner, director, or chief financial officer has been found guilty of, or has entered a plea of guilty or nolo contendere to, regardless of adjudication, any offense listed in s. 408.809(4) or s. 435.04(2) unless the department has issued an exemption under s. 435.07. Exemptions from disqualification applicable to service provider personnel pursuant to s. 397.4073 or s. 435.07 shall apply to this subsection. In accordance with s. 435.04, the department shall notify the credentialing agency of an owner's, director's, or chief financial officer's eligibility based on the results of his or her background screening.

(7) A credentialing entity shall issue a certificate of compliance upon approval of the recovery residence's application and inspection. The certification shall automatically terminate 1 year after issuance if not renewed.

(8) Onsite followup monitoring of a certified recovery residence may be conducted by the credentialing entity to determine continuing compliance with certification requirements. The credentialing entity shall inspect each certified recovery residence at least annually to ensure compliance.

(a) A credentialing entity may suspend or revoke a certification if the recovery residence is not in compliance with any provision of this section or has failed to remedy any deficiency identified by the credentialing entity within the time period specified.

(b) A certified recovery residence must notify the credentialing entity within 3 business days after the removal of the recovery residence's certified recovery residence administrator due to termination, resignation, or any other reason. The certified recovery residence has 90 days to retain a certified recovery residence administrator. The credentialing entity must revoke the certificate of compliance of any certified recovery residence that fails to comply with this paragraph.

(c) If a certified recovery residence's administrator has been removed due to termination, resignation, or any other reason and had been previously approved to actively manage more than 50 residents pursuant to s. 397.4871(8)(b), the certified recovery residence has 90 days to retain another certified recovery residence administrator pursuant to s. 397.4871. The credentialing entity must revoke the certificate of compliance of any certified recovery residence that fails to comply with this paragraph.

(d) If any owner, director, or chief financial officer of a certified recovery residence is arrested and awaiting disposition for or found guilty of, or enters a plea of guilty or nolo contendere to, regardless of whether adjudication is withheld, any offense listed in s. 435.04(2) while acting in that capacity, the certified recovery residence must immediately remove the person from that position and notify the credentialing entity within 3 business days after such removal. The credentialing entity must revoke the certificate of compliance of a certified recovery residence that fails to meet these requirements.

(e) A credentialing entity shall revoke a certified recovery residence's certificate of compliance if the certified recovery residence provides false or misleading information to the credentialing entity at any time.

(f) Any decision by a department-recognized credentialing entity to deny, revoke, or suspend a certification, or otherwise impose sanctions on a certified recovery residence, is reviewable by the department. Upon receiving an adverse determination, the certified recovery residence may request an administrative hearing pursuant to ss.

120.569 and 120.57(1) within 30 days after completing any appeals process offered by the credentialing entity or the department, as applicable.

(9) A person may not advertise to the public, in any way or by any medium whatsoever, any recovery residence as a "certified recovery residence" unless such recovery residence has first secured a certificate of compliance under this section. A person who violates this subsection commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(10)(a) A certified recovery residence may allow a minor child to visit a parent who is a resident of the recovery residence, provided that a minor child may not visit or remain in the recovery residence between the hours of 9 p.m. and 7 a.m. unless:

1. A court makes a specific finding that such visitation is in the best interest of the minor child; or

2. The recovery residence is a specialized residence for pregnant women or parents whose children reside with them. Such recovery residences may allow children to visit or reside in the residence if the parent does not yet have a time-sharing plan pursuant to s. 61.13, provided that the parent files with the court for establishment of a plan within 14 days of moving into the residence.

(b) A certified recovery residence may not allow a minor child to visit a parent who is a resident of the recovery residence at any time if any resident of the recovery residence is currently required to register as a sexual predator under s. 775.21 or as a sexual offender under s. 943.0435.

(11) Notwithstanding any landlord and tenant rights and obligations under chapter 83, a recovery residence that is certified under this section and has a discharge policy approved by a department-recognized credentialing entity may immediately discharge or transfer a resident in accordance with that policy under any of the following circumstances:

(a) The discharge or transfer is necessary for the resident's welfare.

(b) The resident's needs cannot be met at the recovery residence.

(c) The health and safety of other residents or recovery residence employees is at risk or would be at risk if the resident continues to live at the recovery residence.

(12) Any person discharged from a recovery residence under subsection (11) who willfully refuses to depart after being warned by the owner or an authorized employee of the recovery residence commits the offense of trespass in a recovery residence, a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(13) Beginning January 1, 2025, a certified recovery residence may not deny an individual access to housing solely on the basis that he or she has been prescribed federally approved medication that assists with treatment for substance use disorders by a licensed physician, a physician's assistant, or an advanced practice registered nurse registered under s. 464.0123.

(14) A local ordinance or regulation may not further regulate the duration or frequency of a resident's stay in a certified recovery residence located within a multifamily zoning district after June 30, 2024. This provision shall expire July 1, 2026.

(15)(a) By January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.

(b) At a minimum, the ordinance must:

1. Be consistent with the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

2. Establish a written application process for requesting a reasonable accommodation for the establishment of a certified recovery residence, which application must be submitted to the appropriate local government office.

3. Require the local government to date stamp each application upon receipt. If additional information is required, the local government must notify the applicant in writing within the first 30 days after receipt of the application and allow the applicant at least 30 days to respond.

4. Require the local government to issue a final written determination on the application within 60 days after receipt of a completed application. The determination must:

a. Approve the request in whole or in part, with or without conditions; or

b. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

5. Provide that if a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

6. Require that the application include, at a minimum:

a. The name and contact information of the applicant or the applicant's authorized representative;

b. The property address and parcel identification number; and

c. A description of the accommodation requested and the specific regulation or policy from which relief is sought.

(c) The ordinance may establish additional requirements for the review or approval of reasonable accommodation requests for establishing a certified recovery residence, provided such requirements are consistent with federal law and do not conflict with this subsection.

(d) The ordinance may not require public hearings beyond the minimum required by law to grant the requested accommodation.

(e) The ordinance may include provisions for the revocation of a granted accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain certification or licensure required under this section, if not reinstated within 180 days.

(f) The ordinance and establishment of a reasonable accommodation process does not relieve the local government from its obligations under the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq. The regulation for which the applicant is seeking a reasonable accommodation must not facially discriminate against or otherwise disparately impact the applicant.

(16) The application of this section does not supersede any current or future declaration or declaration of condominium adopted pursuant to chapter 718; any cooperative document adopted pursuant to chapter 719; or any declaration or declaration of covenant adopted pursuant to chapter 720.

History.—s. 2, ch. 2015-100; s. 2, ch. 2017-80; s. 7, ch. 2019-159; s. 2, ch. 2020-38; s. 3, ch. 2021-128; s. 10, ch. 2021-156; s. 4, ch. 2023-298; s. 15, ch. 2024-71; s. 3, ch. 2024-176; s. 27, ch. 2025-156; s. 1, ch. 2025-182.

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Text Amendment to Chapters 153 and Section 158.233

(P25-215)

Planning and Zoning Board Meeting February 3, 2026

Request Summary

Request:	A City initiated text amendment to Chapter 153: Definitions and Section 158.233. Reasonable Accommodation Procedures of the Zoning Code.
Applicant:	City of Port St. Lucie
Strategic Plan	This application supports Goal 7 of the Strategic Plan: High Performing Government Organization

Reason for the Proposed Changes

Effective July 1, 2025, the State's regulatory framework for certified recovery residences was updated by the enactment of Chapter 2025-182 and codified in Subsection 397.487(15)(a) of the Florida Statutes. This new legislation mandates that every municipality adopt a specific ordinance establishing local procedures for the review and approval of certified recovery residences within its jurisdiction.

Proposed Amendment

Sec. 153.01. Definitions.

CERTIFIED RECOVERY RESIDENCE. A recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator. As further defined in Chapter 397.311 Florida Statutes, as amended.

Proposed Amendment

- Adds a new subsection (K) at the end of Section 158.233 Reasonable accommodation procedures regarding Certified Recovery Residences.

Key additions to include:

- Establishing a mandatory timeline for the review of certified recovery residence applications.
- The automatic granting of requests if a final written determination is not issued by the City within the specified timeline.
- Restricting the use of a lapsed certification or licensure as a basis for revoking existing accommodation.

Recommendation

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.

CITY OF PORT ST. LUCIE
Planning and Zoning Department
121 S.W. Port St. Lucie Blvd., Building B
Port St. Lucie, FL 34984-5099
www.cityofpsl.com

MEMORANDUM

TO: Planning and Zoning Board Members

FROM: Marissa Da Breo-Latchman, Environmental Planner II

DATE: January 28, 2026

RE: Zoning Text Amendment – Chap 153 Definitions and Section 158.233 Reasonable Accommodations Procedures-Request to Table Application (P25-215)

- Staff is requesting to **table this application to the March 3rd, 2026, Planning and Zoning Board meeting.**

- The Planning and Zoning Department advertised this application for the February 3, 2026, meeting where the item was to be heard.

Agenda Summary

2026-133

Agenda Date: 2/3/2026 **Agenda Item No.:** 8.a

Placement: Public Hearing - Quasi Judicial

Action Requested: Motion / Vote

P25-169 Southern Grove SG-8 Commercial - Landscape Modification

Location: The property is located at the northwest corner of SW Becker Road and SW Village Parkway.

Legal Description: Tradition SG-8, Parcel Home Improvement (Plat Book 132, Page 34)

This is a request to provide enhanced landscaping in lieu of a six (6)-foot-high wall or fence as required per Section 5(F) of the Southern Grove SG-8 Master Planned Unit Development (MPUD).

Submitted By: Sofia Trail, Planner I, Planning and Zoning Department

Executive Summary: The applicant is requesting to provide enhanced landscaping in lieu of a six (6)-foot-high wall or fence along the northern property line of the home improvement parcel. The Southern Grove SG-8 MPUD requires a six (6)-foot-high wall or fence in a perimeter landscape buffer strip where commercial, industrial, institutional, office, and public facility uses abut the front, side and/or rear of existing or proposed residential development.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Board review the request and vote to approve, approve with conditions, or deny the landscape modification.

Background: This is the second application the City has received for a landscape modification for the subject property/home improvement parcel. In July 2025, the Planning and Zoning Board found the request for landscaping in lieu of a wall for the northern property boundary to be inconsistent with the landscape modification criteria set forth in Section 142.12 of City Code. At the time of the application, there was no proposed site plan for the northern parcel that abuts the subject property. A major site plan application for a multi-family development (P25-210) has since been submitted for review for Parcel F, and a letter of support for the landscape modification request was submitted by the property owner, Mattamy Palm Beach, LLC, and the contract purchaser, NRP Group.

Issues/Analysis: See staff report.

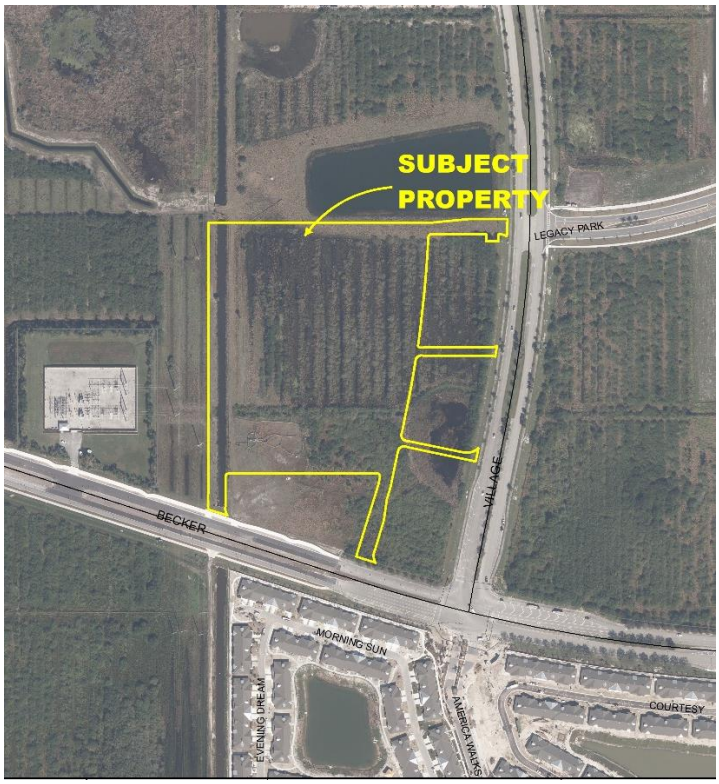
Special Consideration: N/A

Location of Project: Northwest corner of SW Becker Road and SW Village Parkway

Attachments:

1. Staff Report
2. Proposed Landscape Modification Plan
3. Application and Agent Authorization
4. Cover Letter and Applicant's Justification Letter
5. Letter of Support - NRP Group (Multi-Family Contract Purchaser)
6. Minutes from 06/03/25 Planning and Zoning Board Meeting
7. Warranty Deed
8. Staff Presentation

Southern Grove-SG-8 - Commercial - Buffer Wall
Landscape Modification
Project No. P25-169



SUMMARY

Applicant's Request:	To provide enhanced landscaping in lieu of an architectural buffer wall on northern portion of the property per Section 154.12 of the City of Port St. Lucie Code of Ordinances.
Applicant:	Derrick Phillips, Lucido & Associates
Property Owner:	Banyan SG8, LLC
Location:	Northwest corner of SW Becker Rd and SW Village Parkway.
Application Type:	Landscape Modification, Quasi-Judicial
Project Planner:	Sofia Trail, Planner I

Project Description

The applicant is requesting to provide enhanced landscaping in lieu of a six (6)-foot-high wall or fence as required per Section 5(F) of the Southern Grove SG-8 Master Planned Unit Development (MPUD). The subject property is approximately 22.98-acres in size and is located at the northwest corner of the intersection of SW Village Parkway and Becker Road. The property is legally described as Parcel Home Improvement, Tradition SG-8 plat. A site plan amendment was approved in May 2025 (P23-106-A1) for a 134,147-square-foot home improvement store (Lowes) and the project is currently under construction. The project includes a driveway along the northern property line where it abuts a proposed multi-family development project to the north.

Per Section 5(F) of the Southern Grove SG-8 MPUD, a six (6)-foot-high wall or fence is required in a perimeter landscape buffer strip where commercial, industrial, institutional, office, and public facility uses abut the front, side and/or rear of existing or proposed residential development. Additionally, the perimeter landscape buffer strip shall be a minimum of ten (10) feet wide. The subject property abuts open space to the west and a proposed multi-family residential development to the north. The applicant proposes to enhance the landscaping within the 10-foot landscape buffer along the northern property line by providing a 6-foot tall Clusia hedge at the time of planting in lieu of the Code requirement for a hedge row with a minimum height of 24 inches at the time of planting and assorted canopy trees. The applicant has stated that the Clusia hedge will be maintained at a minimum height of 6 feet. One of the main ingress/egress points for the overall development is located at the northeast corner of the parcel. The access driveway, that runs along the northern property line, provides access to the Lowe's site, the outparcels to the south, and the proposed multi-family development to the north (P26-210).

Background

This is the second application the City has received for a landscape modification for the subject property/home improvement parcel. In July 2025, an application was submitted to allow for enhanced landscaping in lieu of a six (6)-foot-high masonry wall for the western and northern perimeter landscape buffers (P24-169). The request to allow for a 40-foot-wide landscape buffer with a six (6)-foot-high hedge (at the time of planting) and assorted canopy trees for the western perimeter landscape buffer was approved at the June 3, 2025, Planning and Zoning Board meeting. The request for a landscape modification to provide a ten (10) foot wide landscape buffer with a six (6) foot hedge in lieu of a wall for the northern perimeter landscape buffer was denied by the Planning and Board at the June 3, 2025 meeting. The Planning and Zoning Board found the request for landscaping in lieu of a wall for the northern property boundary to be inconsistent with the landscape modification criteria set forth in Section 142.12 of City Code. Per the attached minutes from the June 3, 2025, Planning and Zoning Board Meeting, the board expressed concerns about allowing a landscape modification when there was no official site plan application for the northern parcel.

The abutting property to the north, Parcel F, is legally described as Parcel F, Tradition SG-8 and is designated as multi-family use in the Southern Grove SG 8 MPUD. Parcel F is owned by Mattamy Palm Beach, LLC and is under contract for multi-family development. An application for major site plan has been submitted for this parcel and is under review for a 312-unit multi-family development (P25-210). The applicant has provided a letter of support from both Mattamy Palm Beach, LLC, and the contract purchaser of the multi-family parcel, NRP Group, for the enhanced landscaping buffer request in lieu of the six (6)-foot-high wall or fence.

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 January 22, 2026, and the file was included in the ad for the Planning & Zoning Board's agenda.

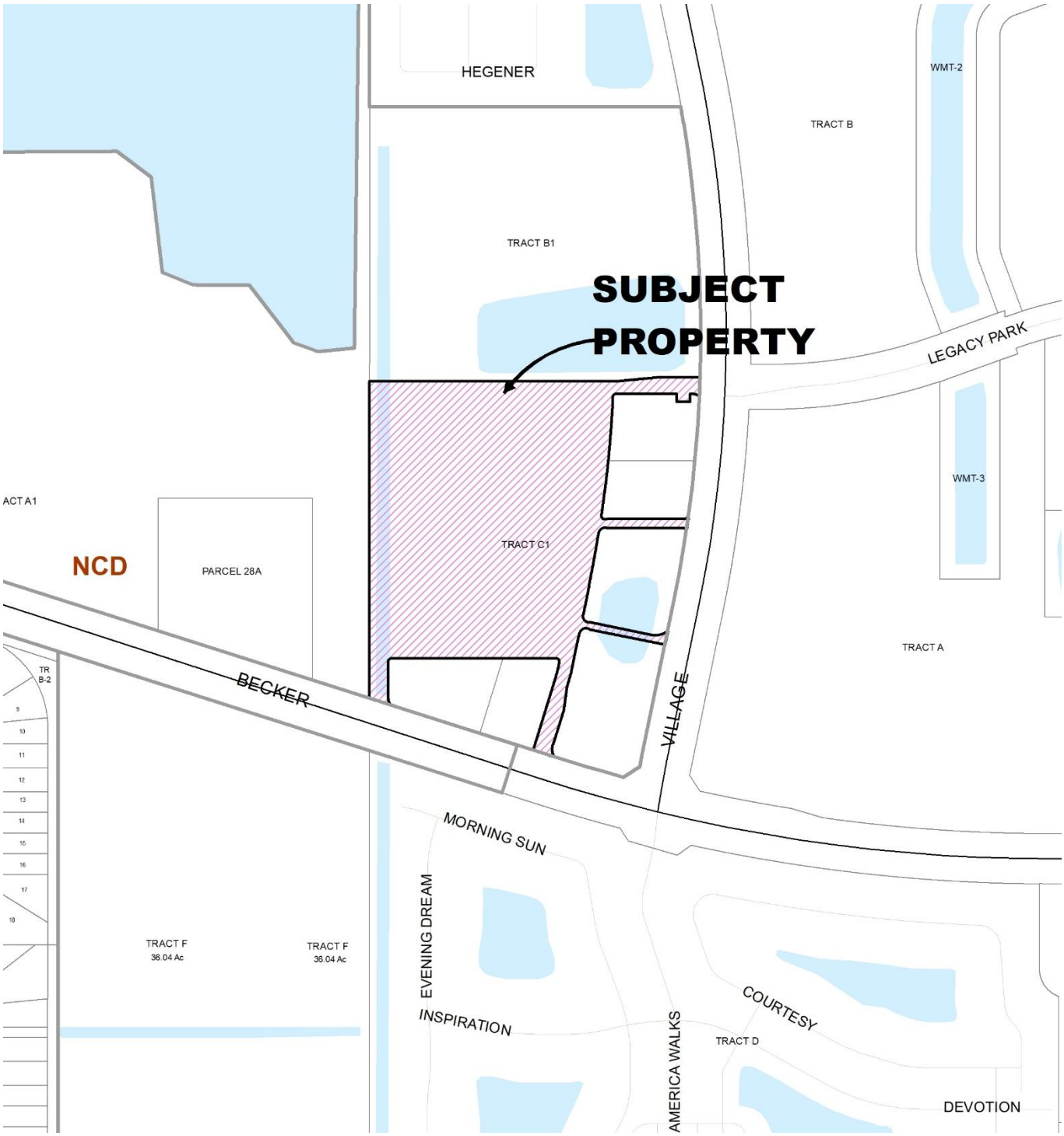
Location and Site Information

Parcel Number:	4335-600-0008-000-9
Property Size:	22.98 acres
Legal Description:	Tradition SG-8 (PB 132-34) Parcel Home Improvement
Address:	To Be Determined
Future Land Use:	New Community Development (NCD)
Existing Zoning:	Master Planned Unit Development (MPUD)
Existing Use:	Lowes (Under Construction)

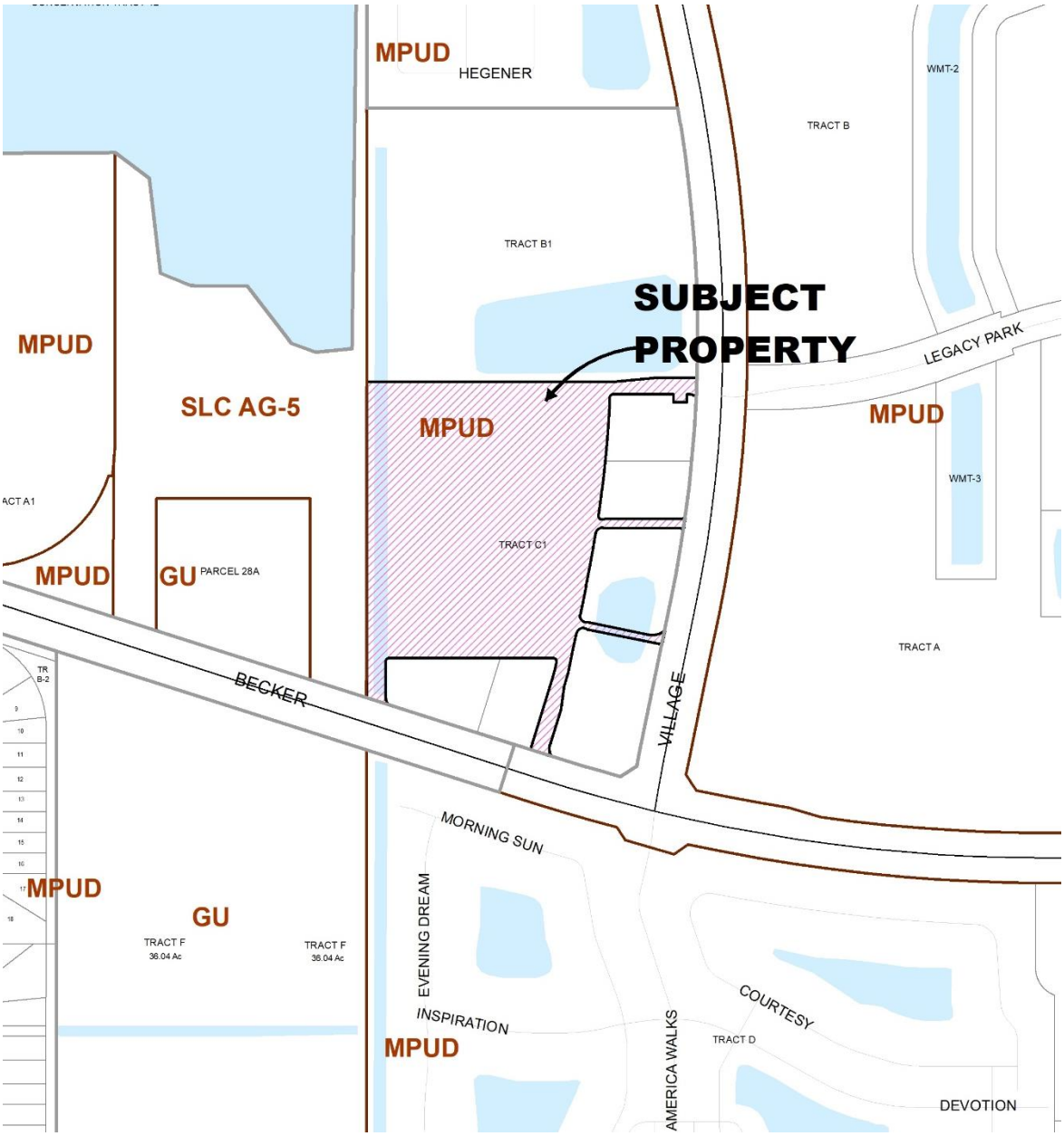
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	NCD	MPUD	Vacant Land
South	NCD	MPUD	America Walks
East	NCD	MPUD	Vacant Land
West	NCD	MPUD	Vacant Land (future park), substation

NCD-New Community Land, MPUD-Master Planned Unit Development, GU-General Use, SLC AG-5-Agricultural



Future Land Use Map


MPUD
HEGENER
WMT-2
TRACT B
TRACT B1
SUBJECT
PROPERTY
LEGACY PARK
MPUD
SLC AG-5
MPUD
WMT-3
TRACT C1
MPUD
GU
PARCEL 28A
TRACT A
BECKER
VILLAGE
MORNING SUN
MPUD
GU
TRACT F
36.04 Ac
TRACT F
36.04 Ac
EVENING DREAM
INSPIRATION
COURTESY
TRACT D
MPUD
AMERICA WALKS
DEVOTION

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 the property's MPUD zoning. 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 applicant has stated that the Clusia hedge will be maintained at a minimum height of six (6) feet. The City has received letters from the property owner to the north, Mattamy Palm Beach, LLC, and the contract purchaser for the northern parcel, NRP Group, supporting the request for a landscape modification. NRP Group has stated that a wall or fence would create a visually unappealing condition detracting from the character of their proposed residential project.*

2) Outside activities and hours of operation for the proposed use(s).

    - *Staff Findings: The subject property was approved to be developed as a* 134,147 *SF home improvement store under site plan (P23-106-A1) and is currently under construction. The home improvement store will typically operate within the hours of 7AM to 8PM, seven days a week.*

    - *The truck well/loading and garden center are located on the southern end of the building. Activities at the rear of the proposed store will include parking, outdoor areas for the sale and storage of seasonal items including the sale, rental, and display of large lawn equipment, golf carts, outdoor grills, landscape materials, and other seasonal items or outdoor related equipment, tractor trailer loading and temporary storage of large appliances and palettes. The trash compactor is also located at the rear.*

3) Natural and man-made features or uses that provide distance and separation from those existing uses to be buffered.

    - *Staff Findings: The Lowe's Home Improvement Store is approximately 168 feet from the property's northern boundary line and the northern most parking area is approximately 70 feet from the property's northern property line. There are no natural or man-made features between the property to the north (Parcel F) and the Lowe's site to the south.*

4) Other factors that may be important to a decision.

- *Staff Findings: The subject property and the proposed multi-family parcel immediately to the north are part of the Southern Grove 8 MPUD. At the time of the original landscape modification application (P24-169), there was no proposed site development plan for the parcel, Parcel F, that shares the northern property boundary with the subject property. The property owner of Parcel F, Mattamy Palm Beach, LLC, as the property owner, and NRP Group, has the contract purchaser, have submitted an application for site plan approval for* a 312-unit multi-family development *(P25-210). Both Mattamy Palm Beach, LLC, and the NRP Group, LLC, have submitted letters in support to of the proposed landscape modification.*

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 the condition that the property owner maintain the hedge in the landscape buffer at a minimum height of six (6) feet.

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

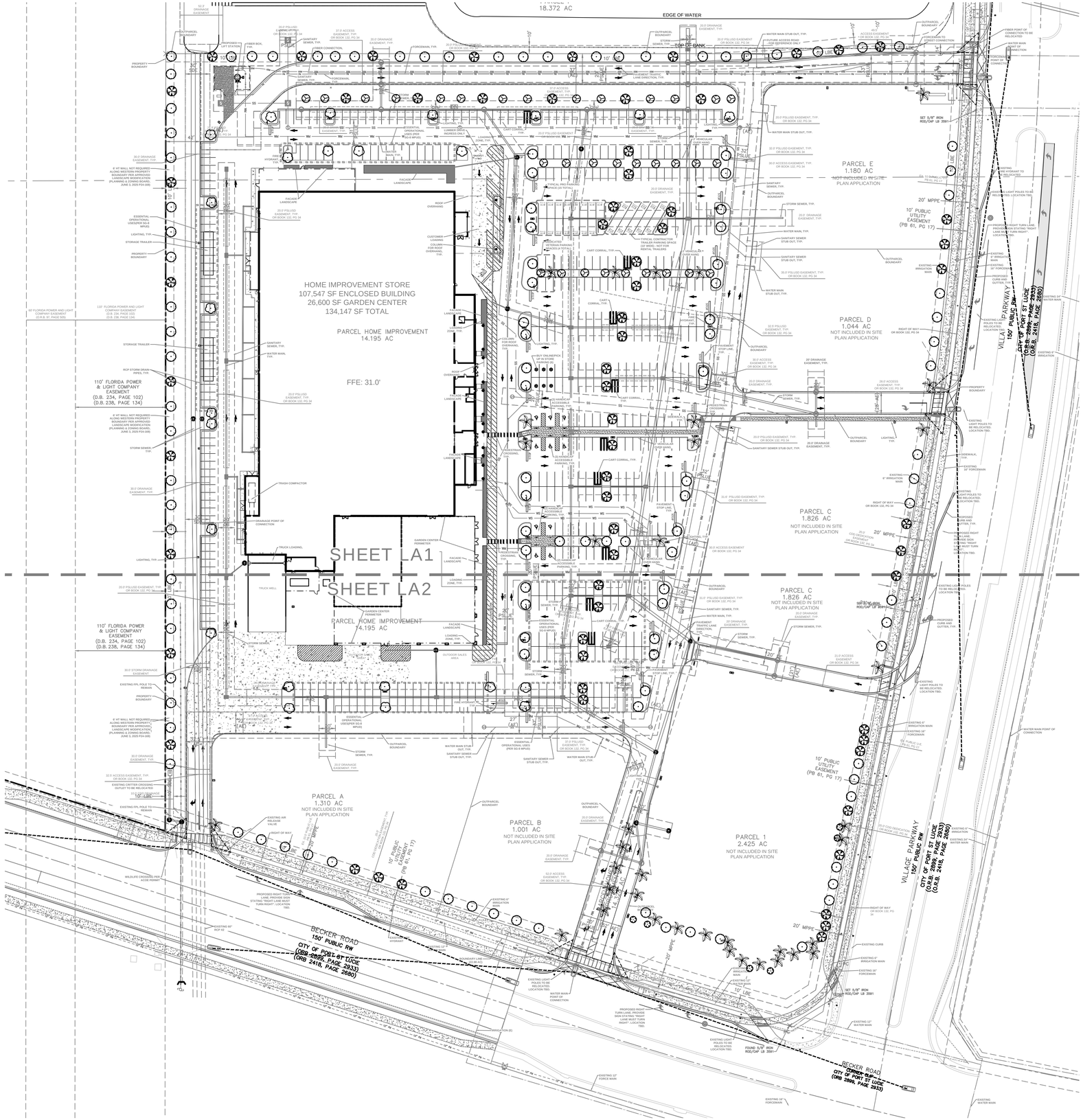
(NOTE TO APPLICANTS: Any request that is denied by the Planning and Zoning Board may be appealed to the Board of Zoning Appeals. Appeal applications are made through the City Clerk's office and must be submitted within 15 days after the Planning and Zoning Board hearing).

Required Trees:		Native	Species	Flowering	Drought Tolerant	Palm
Home Impr. Perimeter: (3,683'/30)	123	50%=62				
Home Improvement Building Facade: (543'/30)	19	50%=9				
Parking Lot Terminal Landscape Islands:	86	75%=65				
Total:	228	136	5	20%=46	50%=114	25%=57 (Max) (Build. Foundation Exempt)

Provided Trees:		Native	Species	Flowering	Drought Tolerant	Palm
Total:	278	190	5	88	190	37

Required Shrubs:		Native	Drought Tolerant
Home Impr. Perimeter: (3,683'/2)	1,842		
Home Improvement Building Facade: (543'/2)	272		
Total:	2,114	25%=529	50%=1,057

Provided Shrubs:		Native	Drought Tolerant
Total:	5,675	4,577	4,577



GENERAL LANDSCAPE NOTES:

1. All landscaping at intersection and corners complies with section 158.204 of the port st lucie code of ordinances to provide a clear sight zone between 2' - 6' above the final road crown elevation. all hedges and shrubs with in the 25' sight triangle will be maintained at a height no higher than 2' above the crown elevation of the road. in addition, the foliage line any tree within the 25' sight triangle will maintained at a height of no less than 6' above the road crown.
2. At least 50% of all required trees shall be of a native species.
3. All planting beds to be covered with dewitt landscape fabric & receive 4" of mulch
4. All plant material to be florida no. 1 or better.
5. All landscape & sod areas to be irrigated by an automated system
6. The perimeter Clusia hedge noted in the plans must be maintained as a continuous hedge at a 6' minimum height.

PSLUSD NOTES FOR LANDSCAPE PLANS

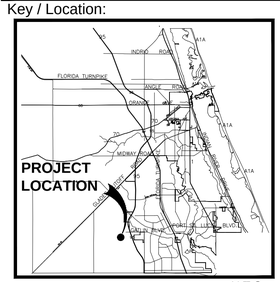
1. No landscaping shall be planted in a manner that would adversely affect utility easements. Landscaping shall be in compliance with Chapter 154 of the City of Port St. Lucie Code of Ordinances, PSLUSD technical specifications and policies.
2. All landscaping within City utility easements shall comply with PSLUSD technical specifications, policies, and codes.
3. All landscaping shall meet the latest PSLUSD Landscape Policy and shall not be placed in a manner that would create conflicts with the intended operation and maintenance of any existing utility.
4. Trees shall not be planted within ten (10) feet of any PSLUSD underground infrastructure.
5. 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.

Sheet Index:

COVER	CV
LANDSCAPE PLAN	LA-1 - LA-2
PLANT SCHEDULE	LA-3
LANDSCAPE DETAILS	LA-4
LANDSCAPE SPECIFICATIONS	LA-5

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

Key / Location:



Project Team:

Developer: Amherst Acquisitions, 7900 Glades Rd., Suite 600, Boca Raton, FL 33434

Land Planner / Landscape Architect: Lucido & Associates, 701 E Ocean Boulevard, Stuart, FL 34994

Engineer: Kimley Horn, 445 24th Street, Suite 200, Vero Beach, FL 32960

Surveyor: Caulfield & Wheeler Inc., 410 S.E. Port St. Lucie Blvd, Port St. Lucie, Florida 34984

Traffic Engineer: Kimley Horn, 445 24th Street, Suite 200, Vero Beach, FL 32960

SG-8 Commercial Development Shoppes @ Southern Grove

Landscape Plan

City of Port St. Lucie, FL

Date	By	Description
10.18.2023	JE	Resubmittal
01.03.2024	JE	Resubmittal
03.04.2024	JE	Resubmittal
04.11.2024	KV	Resubmittal
06.05.2024	JE	Resubmittal
08.29.2024	KV	Resubmittal
10.29.2024	KV	Resubmittal
01.07.2025	KV	Resubmittal
02.17.2025	KV	Resubmittal to address PW Comments
05.07.2025	KV	Resubmittal
07.14.2025	KV	Address Utility Department Comment
07.21.2025	KV	LA Mod P24-169
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01.21.2026	KV	LA Mod P25-169

NORTH

SCALE: 1" = 60'

0' 30' 60' 120'

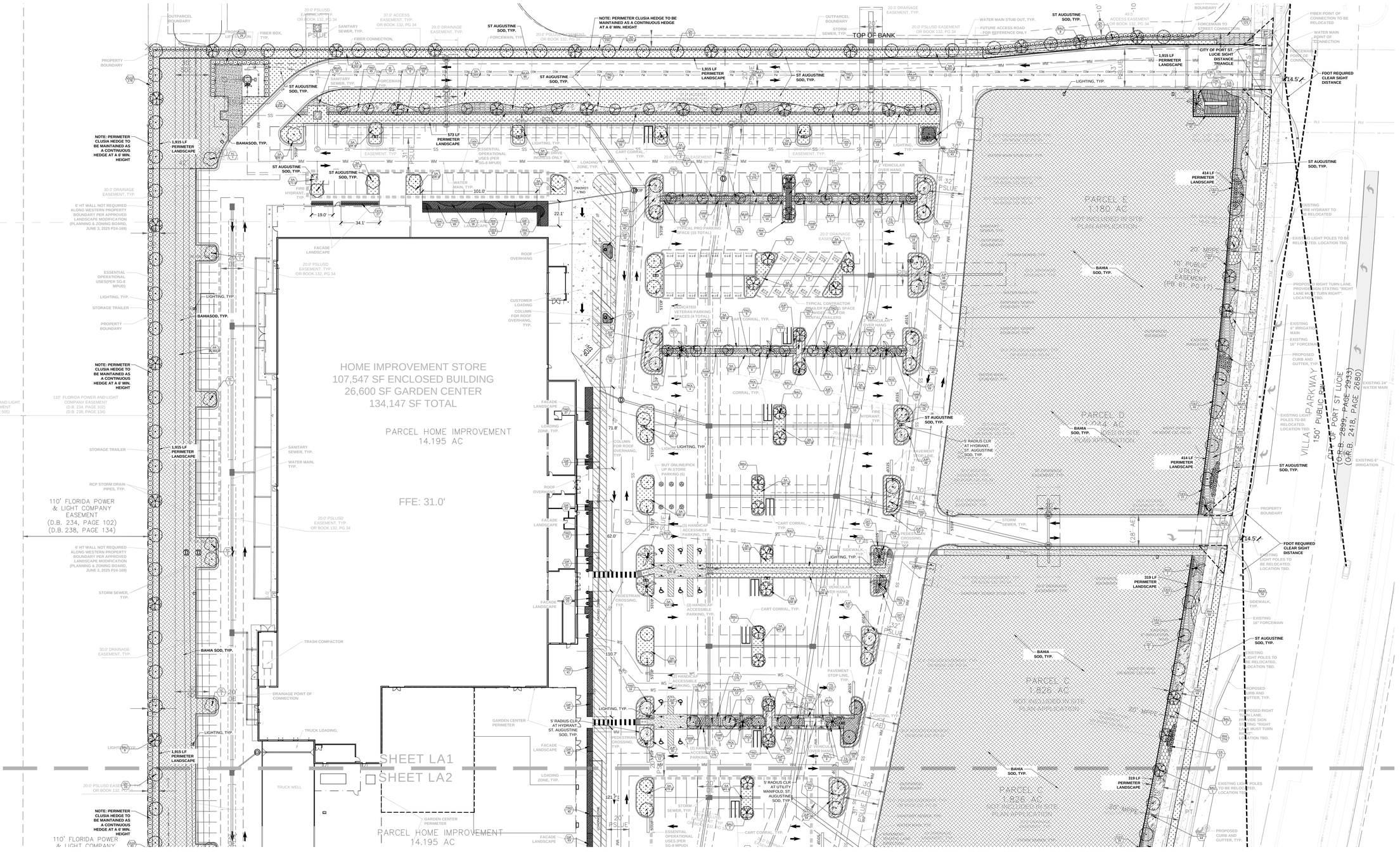
REG. # 6667144
Steve Garrett

Designer	KV
Manager	SG
Project Number	23-035
Municipal Number	P23-106-A1
PSLUSD Number	5432
Computer File	23-035 SG-8 Landscape Plan-Detail Plans.dwg

Sheet **CV**

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Sheet
LA1

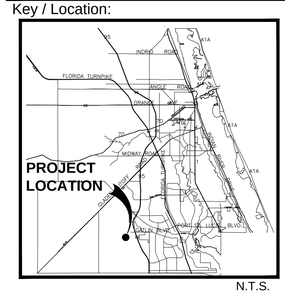
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NORTH

SCALE: 1" = 40'

0' 20' 40' 80'

REG. # 6667144
Steve Garrett

Designer	KV	Sheet
Manager	SG	LA2
Project Number	23-035	
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PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CAL
TREES										
	BAU	64	Hong Kong Orchid Tree	Bauhinia x blakeana	FG	14` HT	5`W	STD, F, SP	Non-native	2.5" DBH
	IE	32	Ilex x attenuata `East Palatka`	East Palatka Holly	FG	14` HT	6`W	STD, F, SP	Native	2.5" DBH
	QV	121	Quercus virginiana	Southern Live Oak	FG	14` HT	6`W	STD, F, SP	Native	2.5" DBH
	SE	6	Senna polyphylla	Desert Cassia	45G	10` HT	5` SPR	STD, F, SP	Non-native	
	TC	24	Tabebuia caraiba	Yellow Tabebuia	FG	14` HT	5`-6` W	STD, F, SP	Non-native	2.5" DBH
PALMS										
	RO2	37	Roystonea regia	Florida/Cuban Royal Palm	FG	10`CT	20` W	F, SP, No Scars	Native	HVY CAL

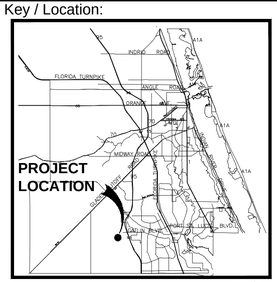
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
SHRUBS										
	CLU2	479	Clusia guttifera	Small-Leaf Clusia	25G	6`HT	5` W	FTB	Non-native	
	CE2	483	Conocarpus erectus	Green Buttonwood	3G	24" HT	18"W	FTB, SP	Native	
	CES	639	Conocarpus erectus `Sericeus`	Silver Buttonwood	3G	24" HT	18"W	F	Native	
	CA	96	Crinum asiaticum	Green Crinum Lily	7G	36" OA		F, SP	Non-native	
	HAM	420	Hamelia patens	Firebush	3G	24" HT	18"W	FTB	Native	
	IXN	369	Ixora coccinea `Nora Grant`	Red Ixora	3G	24" OA		FTB	Non-native	
	IR7	74	Neomarica gracilis	Apostle's Walking Iris	7G	2`-3` HT	2` W	F	Non-native	
	ROL	56	Rondeletia leucophylla	Panama Rose `Pink`	3G	24" HT	18"W	FTB, SP	Non-native	
ACCENTS										
	AOO	2	Alcantarea odorata	Giant Silver Bromeliad	7G	24" HT		SP	Non-native	
	CRI	22	Crinum sp.	Green Crinum	7G	24" HT	24"W	F, SP	Non-native	

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING	SPACING
SHRUB AREAS											
	MUH	1,463	Muhlenbergia capillaris	Pink Muhly	3G	24"HT		F	Native		36" o.c.
	TRD	1,572	Tripsacum floridanum	Dwarf Fakahatchee Grass	3G	24" OA		Full	Native		36" o.c.
GROUND COVERS											
	DIT	300	Dianella tasmanica	Flax Lily	1G	12"HT	12"W	Full	Non-native		12" o.c.
	GIF	1,259	Ficus microcarpa `Green Island`	Green Island Ficus	1G	12"HT	12"W	Full	Non-native		18" o.c.
	ILS	469	Ilex vomitoria `Stokes Dwarf`	Dwarf Yaupon	3G	12"HT	12"W	Full	Native		18" o.c.
	JUP	838	Juniperus chinensis `Parsonii`	Parsoni Juniper	1G	10" HT	15" SPR	Full	Non-native		24" o.c.
	PP	349,081 sf	Paspalum notatum 'Pensacola'	Pensacola Bahiagrass	SOD						
	RHI	1,542	Rhaphiolepis indica	Dwarf Indian Hawthorn	1G	10" HT	12"W	Full	Non-native		18" o.c.
	SA	51,753 sf	Stenotaphrum secundatum 'Floratam'	Floratam St. Augustine Grass	SOD						
	TS	1,763	Trachelospermum asiaticum 'Summer Sunset'	Summer Sunset Asiatic Jasmine	1G	6" HT			Non-native	18" OC	12" o.c.

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

Key / Location:



N.T.S.

Project Team:

Developer: Amherst Acquisitions, 7900 Glades Rd., Suite 600, Boca Raton, FL 33434

Land Planner / Landscape Architect: Lucido & Associates, 701 E Ocean Boulevard, Stuart, FL 34994

Engineer: Kimley Horn, 445 24th Street, Suite 200, Vero Beach, FL 32960

Surveyor: Caulfield & Wheeler Inc., 410 S.E. Port St. Lucie Blvd., Port St. Lucie, Florida 34984

Traffic Engineer: Kimley Horn, 445 24th Street, Suite 200, Vero Beach, FL 32960

SG-8 Commercial Development Shoppes @ Southern Grove

Landscape Plan

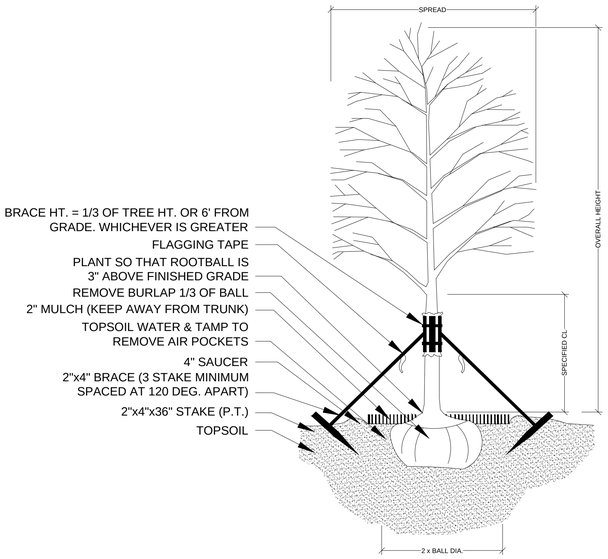
City of Port St. Lucie, FL

Date	By	Description
10.18.2023	JE	Resubmittal
01.03.2024	JE	Resubmittal
03.04.2024	JE	Resubmittal
04.11.2024	KV	Resubmittal
06.05.2024	JE	Resubmittal
08.29.2024	KV	Resubmittal
10.29.2024	KV	Resubmittal
01.07.2025	KV	Resubmittal
02.17.2025	KV	Resubmittal to address PW Comments
05.07.2025	KV	Resubmittal
07.14.2025	KV	Address Utility Department Comment
07.21.2025	KV	LA Mod P24-169
09.19.2025	KV	Resubmittal
01.21.2026	KV	LA Mod P25-169

REG. # 6667144
Steve Garrett

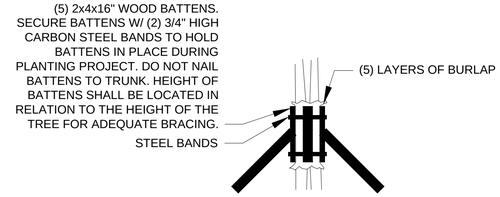
Designer	KV	Sheet
Manager	SG	LA3
Project Number	23-035	
Municipal Number	P23-106-A1	
PSLUSD Number	5432	
Computer File	23-035 SG-8 Landscape Plan-Detail Plans.dwg	

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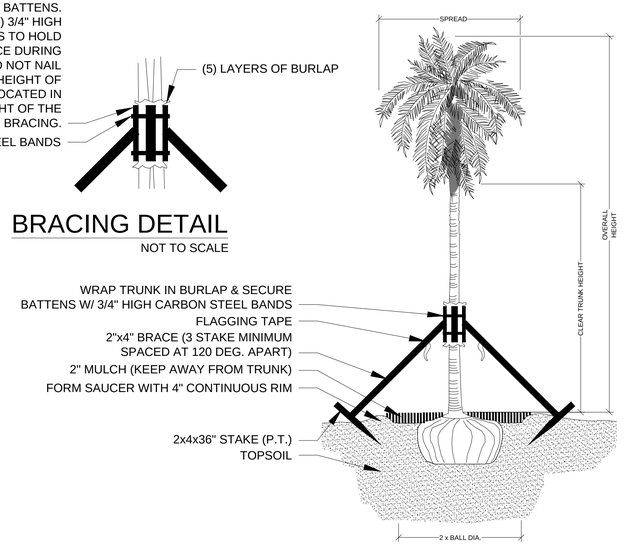
TREE PLANTING & STAKING

NOT TO SCALE



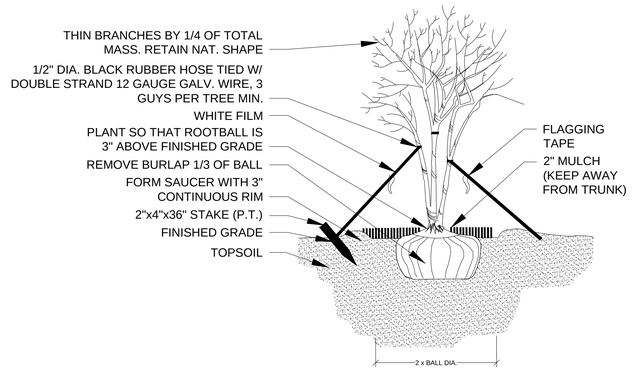
BRACING DETAIL

NOT TO SCALE



PALM PLANTING - ANGLE STAKE

NOT TO SCALE



MULTI-TRUNK PLANTING & GUYING

SHRUB PLANTING

NOT TO SCALE

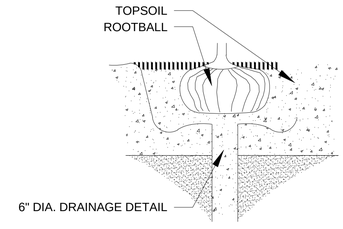
GROUNDCOVER PLANTING DETAIL

NOT TO SCALE

THIS DETAIL SHOWN DEPICTS A MEDIAN AND/OR LANDSCAPE ISLAND AND IS FOR GRAPHIC PURPOSES ONLY; SOIL PREPARATION SHALL APPLY TO ALL TREE, SHRUB, & GROUND COVER AREAS. THIS DOES NOT INCLUDE SOD AREAS

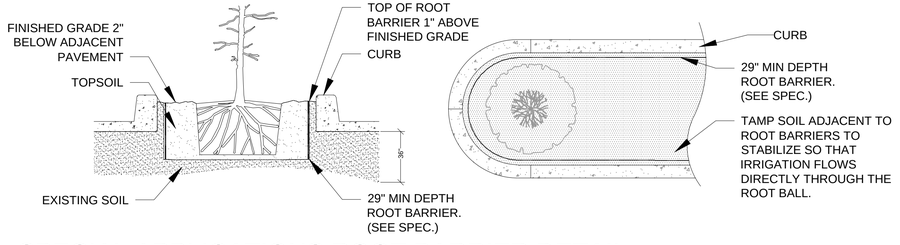
LANDSCAPE AREA PREPARATION DETAIL

NOT TO SCALE



DRAINAGE TESTING DETAIL

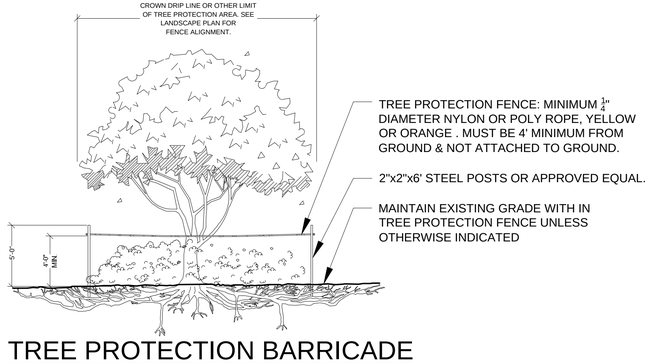
- *TOPSOIL SHALL BE NATURAL, FRIABLE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY OF THE PROJECT SITE THAT PRODUCES HEAVY GROWTH.
- TOPSOIL SHALL HAVE A PH RANGE OF 5.5-7.4, FREE FROM SUBSOIL, WEEDS, LITTER, SODS, CLAY, STONES, STUMPS, ROOTS, TRASH, HERBICIDES, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH, OR HINDER PLANTING OPERATIONS.
- TOPSOIL SHALL CONTAIN A MINIMUM OF 3% ORGANIC MATERIAL.
- TOPSOIL MUST PERCOLATE WATER AT A RATE OF 1" PER HOUR (SEE ALSO DRAINAGE TESTING DETAIL FOR TREES)
- LANDSCAPE AREA SOILS SHALL BE APPROVED BY LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING



SPECIAL APPLICATIONS ROOT BARRIER DETAIL

NOT TO SCALE

NOTES:
1- ROOT BARRIER SHALL BE "BIO-BARRIER 29" DEPTH OR APPROVED EQUAL.
2- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.



TREE PROTECTION BARRICADE

NOT TO SCALE

NOTES:
1- SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT.
3- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS.

PRIOR TO PLANTING, ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER.

A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

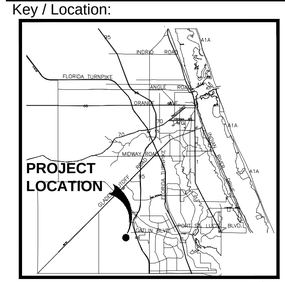
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

E. WHEN BACKFILLING PLANTING PITS WITH NATIVE TOPSOIL, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

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Key / Location:



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SG-8 Commercial Development Shoppes @ Southern Grove

Landscape Plan

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REG. # 6667144
Steve Garrett

Designer	KV	Sheet
Manager	SG	LA4
Project Number	23-035	
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LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:
A. The Landscape Contractor shall personally examine the site and fully acquaint him/herlself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and, additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading plans, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Foreman shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:
The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of 18 MONTHS from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION

A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails

2.06 TOP SOIL:
A. Planting soil for all plantings shall consist of topsoil and be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity of the project site that produces heavy growth. Topsoil shall have a PH range of 5.5-7.4, free from subsoil, weeds, litter, sods, clay, stones, stumps, roots, trash, herbicides, toxic substances, or any other material which may be harmful to plant growth, or hinder planting operations. Topsoil shall contain a minimum of 3% organic material. Topsoil must percolate water at a rate of 1" per hour (See also drainage testing detail for trees)

B. Landscape Area Preparation. The intent of this section is to ensure a healthy growing environment for all planting material in all landscaped areas. Landscape Contractor to examine existing soils prior to planting to ensure conformance to all definitions of "Topsoil" (seeLandscape Area Preparation Detail); In addition, a 3" layer of high organic (min 40%) potting soil shall be added to the topsoil and mixed in at time of planting. *East Coast Recycling Inc*. is a recommended source for imported Topsoil (if needed) as well as the top 3" layer of potting soil.

Existing soils must meet all definitions of 'Topsoil' as described above in all planting areas throughout the site. If existing soils do not meet all definitions of Topsoil, please refer to the 'Landscape Area Preparation' detail. Examination may require existing soils to be tested by an accredited testing laboratory. Should a soil test be necessary, Contractor shall contact soil testing lab directly to confirm such lab's soil collection and transmittal protocol; all costs if any shall be borne by the Contractor. Contractor shall provide to Landscape Architect for review the results of the soil test if conducted. Contractor shall schedule an on-site meeting with Landscape Architect to review existing and/or imported soils prior to planting. The Landscape Area Preparation is the responsibility of the Landscape Contractor. He/she shall except all responsibility of planting soils and shall honor all guarantee items in section 1.08.

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state and local fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon container	5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material. The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep 6" away from tree & palm trunks or as required by local jurisdiction.

PART 3 EXECUTION
3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:
A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:
A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the landscape plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Details for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and backfilled with Topsoil- see Landscape Area Preparation Detail;
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future watering's. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:
A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimming from site.

3.05 GUYING:

A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

C. Stake & Brace all trees larger than 12' oa. See detail. Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

D. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:
A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. Prior to installing any irrigation system components, the contractor shall obtain a water sample from the proposed water supply and conduct a particle size and count analysis on the sample using the services of a reputable lab certified in such analysis. Submit the test results to the owner/owner's representative for review and approval. Do not proceed further with system installation until given written approval to do so.

3.07 SOD:
A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed- 200 Pounds per acre mixed with common hulled Bermuda seed- 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:
A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:
A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

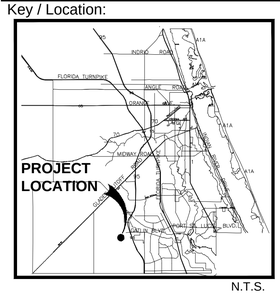
C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

E. All trees & shrubs shall be straight and in correct position per the landscape plans, details and specifications. All nursery, shipping and identification tags & ribbons shall be removed from trees & shrubs immediately after planting.

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

Key / Location:



Project Team:

Developer: Amherst Acquisitions, 7900 Glades Rd., Suite 600, Boca Raton, FL 33434

Land Planner / Landscape Architect: Lucido & Associates, 701 E Ocean Boulevard, Stuart, FL 34994

Engineer: Kimley Horn, 445 24th Street, Suite 200, Vero Beach, FL 32960

Surveyor: Caulfield & Wheeler Inc., 410 S.E. Port St. Lucie Blvd., Port St. Lucie, Florida 34984

Traffic Engineer: Kimley Horn, 445 24th Street, Suite 200, Vero Beach, FL 32960

SG-8 Commercial Development Shoppes @ Southern Grove

Landscape Plan

City of Port St. Lucie, FL

Date	By	Description
10.18.2023	JE	Resubmittal
01.03.2024	JE	Resubmittal
03.04.2024	JE	Resubmittal
04.11.2024	KV	Resubmittal
06.05.2024	JE	Resubmittal
08.29.2024	KV	Resubmittal
10.29.2024	KV	Resubmittal
01.07.2025	KV	Resubmittal
02.17.2025	KV	Resubmittal to address PW Comments
05.07.2025	KV	Resubmittal
07.14.2025	KV	Address Utility Department Comment
07.21.2025	KV	LA Mod P24-169
09.19.2025	KV	Resubmittal
01.21.2026	KV	LA Mod P25-169

REG. # 6667144
Steve Garrett

Designer	KV	Sheet
Manager	SG	LA5
Project Number	23-035	
Municipal Number	P23-106-A1	
PSLUSD Number	5432	
Computer File	23-035 SG-8 Landscape Plan-Detail Plans.dwg	

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Drawing Name: C:\Users\KVELIN~1\AppData\Local\Temp\AcPublish_10108\ Jan 21, 2026 - 5:26pm 23-035 SG-8 Landscape Plan-Detail Plans.dwg
Drawing Name: C:\Users\KVELIN~1\AppData\Local\Temp\AcPublish_10108\ Jan 21, 2026 - 5:26pm 23-035 SG-8 Landscape Plan-Detail Plans.dwg

P25-169 Southern Grove-SG8 - Commercial - Buffer Wall

TYPE	STATUS	BUILDING TYPE
LM	P&Z MEETING SCHEDULED	

ASSIGNED TO

Bridget Kean; Anne-Marie Ludlum; Sofia Trail

ADDRESS

SECTION	BLOCK	LOT
	SouthernGrove	Tracts B-1 & C-1

LEGAL DESCRIPTION

KENLEY (PB 104-16) TRACT B-1 (20.000 ACRES – 871,200 SF)
KENLEY (PB 104-16) TRACT C-1 (21.353 ACRES – 930-136 SF)

SITE LOCATION

Village Parkway and Becker Road

PARCEL #

4327-702-0016-000-6 4327-702-0015-000-9

CURRENT LANDUSE	PROPOSED LANDUSE	CURRENT ZONING	PROPOSED ZONING
MU		PUD	

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

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

UTILITY PROVIDER

DESCRIBE REQUEST

See Cover Letter Attached;

Primary Contact Email

dphillips@lucidodesign.com

AGENT/APPLICANT

FIRST NAME	LAST NAME
Derrick	Phillips

Business Name

Lucido and Associates

ADDRESS

701 Se Ocean Blvd

CITY	STATE	ZIP
Stuart	FL	34999

EMAIL	PHONE
dphillips@lucidodesign.com	7722202100

AUTHORIZED SIGNATORY OF CORPORATION

FIRST NAME	LAST NAME

ADDRESS

CITY	STATE	ZIP

EMAIL	PHONE

PROJECT ARCHITECT/ENGINEER

FIRST NAME	LAST NAME

Business Name

ADDRESS

CITY	STATE	ZIP

EMAIL	PHONE

PROPERTY OWNER

Business Name
Baynan SG8 LLC (Ross Feurring)

ADDRESS
2200 Butts Road

CITY	STATE	ZIP
Boca Raton	FL	33431

EMAIL	PHONE
ross@banyandev.com	(561) 483-9100

FINAL PERMIT INSPECTION REQUIRED BY:

lucido&associates

October 1, 2025

City of Port St. Lucie
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Re: Southern Grove 8 Commercial – (LA Ref. #23-035)

Dear Planning:

As owner of the property referenced above, please consider this correspondence as formal authorization for **Lucido & Associates (Agent)** to represent **Banyan SG8 LLC (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,

_____
Authorized Signee / Banyan SG8 LLC

STATE OF Florida
COUNTY OF Palm Beach
The foregoing was acknowledged before me this 30th day of September, 2025, by Ross Feurring, of Banyan SG8 LLC. He/She [✓] is personally known to me or [ ] has produced _____ as identification.

(Notarial Seal)

(Print Name) Sandra Rudderow
NOTARY PUBLIC Sandra Rudderow

My Commission Expires:

SANDRA RUDDEROW
MY COMMISSION # HH 221266
EXPIRES: February 20, 2026

PEBB SG8 EAT, LLC

September 18, 2025

City of Port St. Lucie
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

RE: Southern Grove - SG8 Commercial Buffer Wall (P25-169)

Dear Planning:

As owner of the property referenced above, please consider this correspondence as formal authorization for **Derrick E Phillips, Jr** of **Lucido & Associates (Agent)** to represent **PEBB SG8 EAT (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,

Applicant / **PEBB SG8 EAT, LLC**

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing was acknowledged before me this 23rd day of September, 2025, by Ian Weiner, as Authorized Person of PEBB SG8 Eat, LLC. He is personally known to me

KIMBERLY NIZER MAREIRA
Notary Public - State of Florida
Commission # HH 634394
My Comm. Expires May 25, 2029
Bonded through National Notary Assn.

Notary Public, State of Florida

Printed Name: Kim Nizer Mareira

My Commission Expires: 05/25/2029

lucido & associates

October 1, 2025

upload via FUSION

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

Re: Southern Grove-SG-8 - Shoppes at S.G. – Commercial (P25-169)
Project Type: Landscape Modification

Dear Bridget,

We are pleased to submit for your consideration a request to modify the buffer wall requirement along the northern boundaries of the Southern Grove-SG-8 - Shoppes at S.G. – Commercial project. Per the *SOUTHERN GROVE 8 Master Planned Unit Development MPUD*, a masonry wall is required within the landscape strip separating adjacent uses. Our proposal seeks to modify the required wall with an enhanced landscape buffer.

An amended approved site plan P23-106-A1, dated April 11, 2024, references this potential modification and states: "6' HT Masonry Wall (May be eliminated if landscape modification is approved by City)." As reflected in the approval of P24-169 (Southern Grove, SG-8 Commercial, Landscape Modification), the City Council voted unanimously by voice vote to permit the substitution, with the condition that an enhanced landscape buffer be provided along the western side of the property, and the architectural buffer be utilized on the northern side.

The Southern Grove-SG-8 - Shoppes at S.G. – Commercial development is part of a larger MPUD consisting of commercial and multifamily uses. The site is bounded as follows, South: Becker Road, East: Village Parkway, West: A 110' FPL easement and substation, North: Planned multifamily development.

Considering that each of the uses are within the same MPUD, and the request is supported by the master developer (Mattamy), the owner of the Lowes parcel (SG8 Banyan) and the Multi-Family Developer to the north (NRP Group), it seems the proposal to substitute the required wall with a landscape strip consisting of a continuous 6' hedge and canopy trees is appropriate for these circumstances.

In support of this application please find the proposed SG-8 Commercial landscape plan that includes the removal of the wall, signed letters of owner/application approval and the addition of the landscape material mentioned above. Should you have any questions or need additional information, please feel free to contact me directly.

Respectfully,



Derrick E Phillips Jr

lucido & associates

October 1, 2025

upload via FUSION

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

Re: Southern Grove 8; Owner Agreement Letter
Project Type: Landscape Modification

We, the undersigned property owner(s), are pleased to submit for your consideration a request to modify the buffer wall requirement along the northern/southern parcel boundaries of the SG-8 Commercial project.

As currently outlined in the City of Port St. Lucie Code of Ordinances, a 6' masonry wall is required within the landscape strip separating adjacent uses. However, the owners of the residential parcel (Mattamy / NRP Group) and the commercial parcel (Banyan SG8, LLC) are in agreement that construction of such a wall is neither necessary nor desirable and would create a visually unappealing condition detracting from the character of the project.

In lieu of the wall, we respectfully request approval to modify the requirement with an enhanced landscape buffer. The approved site plan P23-106, dated April 11, 2024, references this potential modification and notes: *"c' HT Masonry Wall (May be eliminated if landscape modification is approved by city)."* Our intent is to provide a higher-quality landscape design that achieves the City's buffering objectives while enhancing the overall aesthetics of the project and surrounding area.

We appreciate your consideration of this request and look forward to working with staff toward a resolution that both meets the City's code intent and reflects the shared vision of the property owners.

Respectfully,

Jason Sher, Authorized Person
Banyan SG8
01/08/2026

the NRP group

The NRP Group
1228 Euclid Ave., 4th Floor
Cleveland, Ohio 44115
Phone (216) 475-8900

15727 Anthem Parkway
Suite 308
San Antonio, Texas 78249
Phone (844) 677-0002

www.nrpgroup.com

January 22, 2026

upload via FUSION

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

Re: P25-169 Southern Grove-SG8 - Commercial – Buffer Wall
Contract Purchaser Letter of Support

We, the NRP Group as contract purchasers of the adjacent northern property, fully support a request to modify the buffer wall requirement along the northern/southern parcel boundaries of the SG-8 Commercial project.

As currently outlined in the City of Port St. Lucie Code of Ordinances, a 6' masonry wall/ fence is required within the landscape strip separating adjacent uses. However, we are in agreement that construction of such a wall/fence is neither necessary nor desirable and would create a visually unappealing condition detracting from the character of our proposed residential project. Our entrance and arrival experience is shared with the adjacent Lowes access drive and thus we are conscious of the aesthetics of the shared access drive.

We appreciate your consideration of this applicants request and look forward to working with staff toward a resolution that both meets the City's code intent and reflects the shared vision of the property owners.

Respectfully,

Noam Magence

Authorized Representative

Location: 2134 and 2174 NW Commerce Lakes Drive.
Legal Description: Go Team Industrial Park-Unit Three-Block B Lots 13 & 14
The request is for a Special Exception Use (SEU) to allow a Concrete Plant at this location per Section 158.136 (C) (8) of the Zoning Code.

There being no discussion, Acting Vice Chair Previte moved to table P24-134, Decorative Concrete Specialist of South Florida, to a date uncertain. Board Member Reikenis seconded the motion, which passed unanimously by voice vote.

8.c P24-169 Southern Grove-SG-8 - Commercial - Landscape Modification **2025-517**

Location: Northwest corner of SW Becker Rd and SW Village Parkway.
Legal Description: Tract C1 of Kenley, according to the plat thereof, as recorded in Plat Book 104, Page 16, of the Public Records of St. Lucie County, Florida.
This is a request to provide enhanced landscaping in lieu of an architectural buffer wall on the western and northern portions of the property per Section 154.12 of the City of Port St. Lucie Code of Ordinances.

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

Marissa Da Breo-Latchman, Planning and Zoning, previously sworn, stated that the official file was sent to the City Clerk's Office within five days of the meeting. She asked that the file be entered into the record.

Planner Da Breo-Latchman provided a PowerPoint presentation of P24-169, Southern Grove, SG-8, Commercial, Landscape Modification.

Board Member Pettibon asked if there was a significant overhead FPL easement located on the west buffer, to which Planner Da Breo-Latchman responded in the affirmative.

Board Member Spatara inquired about the maintenance portion of the condition, to which Planner Da Breo-Latchman responded that it must be maintained at a minimum of 6 feet.

Attorney Hertz indicated that the maintenance portion would be dealt with through the City's Code Compliance.

Director Savage-Dunham advised that there would be a maintenance Board for the Commercial Plaza, which would be responsible for maintenance. In the event the Plaza is not being maintained, it would be

referred to Code Compliance.

Acting Vice Chair questioned if there was concern since nothing was being developed in the area, to which Director Savage-Dunham stated there was going to be multi-family to the north.

Acting Chair Norton inquired about the FPL buffer on the west side, to which Planner Da Breo-Latchman stated the buffer was 110 feet wide.

Kevin Velinsky, Lucido & Associates, was present on behalf of the Applicant.

Board Member Pettibon asked if the property to the north was under the same ownership, to which Mr. Velinsky responded that a different entity owned that portion.

Acting Vice Chair Previte questioned if a landscape berm existed on the north side, to which Mr. Velinsky stated it would be a 10-foot landscape buffer easement to include a 6-foot hedge and shade trees. Mr. Velinsky clarified that there would not be a berm. Acting Vice Chair Previte advised that he preferred a landscape buffer over a concrete wall.

Acting Chair Norton expressed concern over the landscape buffer on the north side multifamily future development. Mr. Velinsky noted he would have to speak to the Applicant and noted the multifamily development had not yet been planned from the southern parcel to the north. He inquired if they could condition that a berm be placed instead, to which Director Savage-Dunham advised that it was under the Board's discretion to place conditions even if the Applicant was not amenable to them; however, and noted that berms could potentially interrupt drainage patterns.

Board Member Pettibon indicated he would be supportive of allowing the landscape buffer on the west side and architectural buffer on the north side.

Acting Chair Norton expressed concern over the north side of the property, with plans for residential multifamily development that will come to the area.

Director Savage-Dunham explained that there was a narrow strip of land between the driveway and the other properties. She advised that a wall would fit in better than a berm, which required a greater spread.
Acting Chair Norton opened the Public Hearing. No one signed up to speak, Acting Chair Norton closed the Public Hearing.

There being no further discussion, Board Member Pettibon moved to approve P24-169, Southern Grove, SG-8 Commercial, Landscape Modification with the condition that the Applicant utilize an enhanced landscaping buffer for the western side of the property and the architectural buffer on the northern side of the property. Board Member Spatara seconded the motion, which passed unanimously by voice vote.

8.d P25-041 Dalton Learning Academy - Special Exception Use **2025-523**

Location: 10011 S US Highway 1

Legal Description: Town Centre Parcel A (OR Book 25, Page 35)

This is a request for approval of a Special Exception Use (SEU) to allow a K-8 private school within the Commercial General (CG) Zoning District.

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

Planner Grubbs, previously sworn, stated that the official file was sent to the City Clerk's Office within five days of the meeting. She asked that the file be entered into the record.

Planner Grubbs provided a PowerPoint presentation of P24-041, Dalton Learning Academy, Special Exception Use.

Board Member Pettibon expressed support for the item.

Acting Chair Norton asked if the Applicant owned the nearby church, to which Planner Grubbs responded in the negative. He also questioned who would be monitoring the queuing aspect, to which Planner Grubbs stated that they had been vetting the queuing process with Public Works and the City's Traffic Consultant and were contemplating a condition of approval that the City may monitor and follow up in six months.

Gail Dawkins and Ruberson Frederic, the Applicants for the project, were provided the Oath of Testimony by the Deputy City Clerk. Ms. Dawkins explained that they had not taken into consideration the impact fees for the project and asked the Board Members for assistance, to which Board Member Pettibon informed Ms. Dawkins that the Board did not have discretion and would need to request assistance from the City Council.

Director Savage-Dunham indicated that the Applicant could place a request to the City Manager's Office and noted there were strict criteria for the waiver.

Acting Chair Norton opened the Public Hearing. There being no one

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5404547 OR BOOK 5228 PAGE 2233, Recorded 11/04/2024 01:10:15 PM Doc Tax: $52185.00

This Instrument Was Prepared
By and Should Be Returned To:

Elizabeth M. Jones, Esquire
SHUTTS & BOWEN LLP
525 Okeechobee Blvd., Suite 1100
West Palm Beach, Florida 33401

Tax Folio No.: 4327-702-0016-000-6 and a portion of 4327-702-0015-000-9

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed as of the 31st day of October, 2024, by **MATTAMY PALM BEACH LLC**, a Delaware limited liability company (the "**Grantor**"), whose mailing address is 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, FL 33426, to **BANYAN SG8, LLC**, a Florida limited liability company, as to an undivided 50% interest, whose mailing address is 2200 Butts Road, Suite 300, Boca Raton, Florida 33431, and **PEBB SG8 EAT, LLC**, a Florida limited liability company, as to an undivided 50% interest (collectively, the "**Grantee**"), whose mailing address is 7900 Glades Road, Suite 600, Boca Raton, FL 33434.

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is acknowledged, has granted, bargained, and sold to Grantee and Grantee's heirs and assigns forever, the following described real property situate, lying, and being in St. Lucie County, Florida, and legally described as follows:

See **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").

TOGETHER with all easements, tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property, and the reversion and reversions, remainder and remainders, rents, issues, and profits of the Property, and all the estate, right, title and interest whatsoever of the Grantor in and to the Property, with the hereditaments and appurtenances to the Property.

SUBJECT, however, to real property taxes and assessments for the year 2025 and subsequent years; zoning and other regulatory laws and ordinances; those matters described on **Exhibit "B"** attached hereto ("**Existing Exceptions**"), and any matter that would be disclosed by an inspection or accurate ALTA/NSPS survey of the Property, provided, however, that nothing herein shall be deemed to reimpose any of the foregoing; and those matters listed on **Exhibit "C"** attached hereto ("**Additional Covenants and Restrictions**").

Grantor, as the successor "Developer" pursuant to Resolution 20-R05 by the City of Port St. Lucie adopting the Amended and Restated Development Order for the Southern Grove Development of Regional Impact, as memorialized by that Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded in Official Records Book 4372, Page 2238, Public Records of St. Lucie County, Florida, as amended from time to time (the "**Development Order**"), hereby assigns to Grantee certain

Southern Grove DRI entitlements for the development of 160,000 square feet of commercial/retail on the Property.

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

Grantor does hereby covenant with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property, and that Grantor hereby warrants title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others.

[SIGNATURE PAGE FOLLOWS]

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

Signed, sealed, and delivered
in the presence of:

Printed Name: Jasan Camp
Address:
2500 Quantum Lakes Dr. Suite 215
Boynton Beach, FL 33426

Printed Name: Joshua Pierre
Address:
2500 Quantum Lakes Dr Ste 215
Boynton Beach, FL 33426

MATTAMY PALM BEACH LLC,
a Delaware limited liability company

By: _____
K. Karl Albertson, Jr., Vice President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 29th day of OCTOBER, 2024, by K. Karl Albertson, Jr., as Vice President of MATTAMY PALM BEACH LLC, a Delaware limited liability company, on behalf of the company, ☑ who is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

MARTHA H. SILCOX
Notary Public - State of Florida
Commission # HH 596381
My Comm. Expires Dec 13, 2028
Bonded through National Notary Assn.

Martha Silcox
Notary Public, State of Florida
Print Name: MARTHA SILCOX
My commission expires: 12/13/2028
Serial No.: 1035735

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT "C1" OF KENLEY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 104, PAGE 16, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

A PORTION OF TRACT "B1" OF KENLEY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 104, PAGE 16, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "B1", THENCE ALONG THE WEST LINE OF SAID TRACT "B1", NORTH 00° 02' 34" EAST FOR A DISTANCE OF 69.28 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 90° 00' 00" EAST FOR A DISTANCE OF 736.91 FEET; THENCE, NORTH 84° 30' 59" EAST FOR A DISTANCE OF 125.57 FEET; THENCE, NORTH 90° 00' 00" EAST FOR A DISTANCE OF 130.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01° 10' 28", HAVING A RADIUS OF 3969.00 FEET, HAVING AN ARC DISTANCE OF 81.35 FEET, AND WHOSE LONG CHORD BEARS SOUTH 02° 23' 01" WEST FOR A DISTANCE OF 81.35 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "B1"; THENCE ALONG THE SOUTH LINE OF SAID TRACT "B1", NORTH 90° 00' 00" WEST FOR A DISTANCE OF 989.04 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

EXISTING EXCEPTIONS

1. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

2. Ordinance No. 95-039, relating to regulation of use & residential development of land recorded in Official Records Book 981, Page 1615, and in Official Records Book 992, Page 2862, as affected by Ordinance No. 00-002, Amending Libraries Impact Fees, recorded in Official Records Book 1301, Page 2302, of the Public Records of St. Lucie County, Florida.

3. Terms, provisions, covenants, conditions, restrictions and easement contained in the Commercial Charter for Tradition, including any amendments or modifications, thereto, which contains provisions for a private charge or assessments, and provides for a notice to be given to the Association of a transfer of title, Amended and Restated Commercial Charter for Tradition recorded November 24, 2020 in O.R. Book 4512, Page 1357; and Amendment recorded November 18, 2021, in O.R. Book 4722, Page 2960; Supplement recorded in O.R. Book 4623, Page 1177and as affected by Supplement recorded simultaneously herewith.

4. Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded December 8, 2021 in Book 4734, Page 1752; Notice of Consent to Reallocation of Development Rights as recorded in Book 4787, Page 240, of the Public Records of St. Lucie County, Florida.

5. Amended and Restated District Development Interlocal Agreement by and among Southern Grove Community Development District No. 1, Southern Grove Community Development District No. 2, Southern Grove Community Development District No. 3, Southern Grove Community Development District No. 4, Southern Grove Community Development District No. 5, and Southern Grove Community Development District No. 6 as recorded May 15, 2013 in Official Records Book 3517, Page 2267; as affected by: Second Amended and Restated District Development Interlocal Agreement by and among Southern Grove Community Development District Nos. 1, 2, 3, 4, 5 and 6 as recorded July 16, 2013 in Official Records Book 3539, Page 672; Lien of Record of Southern Grove Community Development District No. 5 as recorded in Book 3700, Page 1882; Notice of Public Financing and Maintenance of Improvements as recorded January 16, 2015 in Book 3708, Page 1198; Partial Assignment of Dedications to Southern Grove Community Development District No. 5 as recorded December 18, 2014 in Official Records Book 3700, Page 1904 and Partial Assignment of Dedications recorded December 18, 2014 in Official Records Book 3700, Page 1910; Partial Assignment of Platted Interests to Provide a Drainage Outfall for the Community Boulevard Drainage System within Southern Grove as recorded June 25, 2019 in Official Records Book 4287, page 2679; First Amendment to Second Amended and Restated District Development Interlocal Agreement recorded in Book 4347, Page 2572, and Amended and Restated Notice of Public Financing and Maintenance of Improvements - Southern Grove Community Development District Nos. 1

through 6 as recorded November 19, 2019 in Book 4348, Page 333; Second Supplement to Amended and Restated Notice of Public Financing and Maintenance of Improvements – Southern Grove Community Development District Nos. 1 through 6, as recorded in Book 4644, Page 118; Lien of Record of the Southern Grove Community Development District No. 5, as recorded in Book 4640, Page 614; and as affected by Joinder in Second and Amended and Restated District Development Interlocal Agreement and in Supplemental Trust Indentures as recorded December 9, 2022 in Official Records Book 4924, Page 2512.

6. Educational Facilities Impact Fee Credit Agreement for residential development by and between Horizons Acquisition 5, LLC and Horizons St. Lucie Development, LLC and The School Board of St. Lucie County, Florida (Southern Grove DRI) as recorded October 5, 2007 in Official Records Book 2889, Page 650, of the Public Records of St. Lucie County, Florida.

7. Terms and provisions for Waiver and Consent as to Special Assessments as recorded October 8, 2007 in Official Records Book 2889, Page 2823, as affected by: Waiver as to Special Assessments recorded December 27, 2007 in Official Records Book 2920, Page 2681, of the Public Records of St. Lucie County, Florida.

8. Declaration of Restrictions as set forth in instrument recorded January 2, 2008 in Official Records Book 2923, Page 572, of the Public Records of St. Lucie County, Florida.

9. Settlement Agreement Including Impact Fee Credit Agreement by and between St. Lucie County, Florida and Development Entities as recorded November 20, 2007 in Official Records Book 2906, Page 1203, of the Public Records of St. Lucie County, Florida.

10. Impact Fee Pre-Payment Agreement regarding residential development recorded November 6, 2009 in Official Records Book 3143, Page 1301 (Southern Grove DRI); Notice of Assignment of Impact Fees recorded November 9, 2009 in Official Records Book 3143, Page 2986 (Southern Grove to Horizons) as re-recorded December 4, 2009 in Official Records Book 3150, Page 2025 (Southern Grove to Horizons), together with Impact Fee Pre-Payment Agreement recorded December 17, 2009 in Official Records Book 3154, Page 2521 (ALL); Impact Fee Pre-Payment Agreement recorded December 17, 2009 in Official Records Book 3154, Page 2556 (Tradition); Notice of Assignment of Impact Fees recorded April 15, 2014 in Official Records Book 3621, Page 2909 (Tradition to 3rd Party); Notice of Assignment of Impact Fees recorded May 8, 2015 in Official Records Book 3744, Page 734 (Southern Grove to Traditions); Notice of Assignment of Impact Fees recorded February 28, 2017 in Official Records Book 3968, Page 17 (SG to Traditions), Assignment and Certificate recorded December 1, 2017 in Official Records Book 4070, Page 1051 (SG DRI to 3rd Party), Assignment and Certificate recorded December 11, 2017 in Official Records Book 4074, Page 426 (SG DRI to 3rd Party), and Amended and Restated Assignment and Certificate recorded January 24, 2018 in Official Records Book 4090, Page 655 (SG DRI to 3rd Party), and as assigned to Mattamy Palm Beach LLC, a Delaware limited liability company, by virtue of that certain Assignment of Impact Fee Credits recorded July 5, 2018 in Official Records Book 4153, Page 992, of the Public Records of St. Lucie County, Florida.

11. Interlocal Agreement Relating to Irrigation Services and Non-Exclusive Franchise in favor of Tradition Irrigation Company, LLC, as evidenced in and affected by Resolution 11-R06

authorizing an Interlocal Agreement relating to irrigation service with the Developments known as Tradition and Southern Grove recorded March 16, 2011 in Official Records Book 3276, Page 1487, of the Public Records of St. Lucie County, Florida.

12. Use Restriction recorded December 30, 2015 in Official Records Book 3822, Page 798, of the Public Records of St. Lucie County, Florida.

13. Deed restrictions contained in that certain Special Warranty Deed recorded in Official Records Book 4153, Page 856, of the Public Records of St. Lucie County, Florida.

14. Terms, conditions and obligations contained in that certain Drainage Easement recorded June 28, 2018 in Official Records Book 4150, Page 2743, of the Public Records of St. Lucie County, Florida.

15. Terms and conditions of that Post-Closing Agreement dated June 29, 2018 between Port St. Lucie Governmental Finance Corporation and Tradition Land Company, LLC, recorded June 28, 2018 in Official Records Book 4150, Page 2787, together with and as affected by Assignment and Assumption dated June 29, 2018 between Tradition Land Company, LLC and Mattamy Palm Beach LLC recorded July 5, 2018 in Official Records Book 4153, Page 889, as affected by Founder's Consent recorded September 18, 2018 in Official Records Book 4181, Page 2085, of the Public Records of St. Lucie County, Florida.

16. Restrictive Covenant by and between Mattamy Palm Beach LLC, a Delaware limited liability company, and America Walks at Port St. Lucie, LLC, an Ohio limited liability company, recorded in Official Records Book 4426, Page 199, of the Public Records of St. Lucie County, Florida.

17. True-Up Agreement dated December 17, 2014 and recorded December 18, 2014 in Official Records Book 3700, Page 1930, of the Public Records of St. Lucie County, Florida.

18. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of KENLEY, as recorded in Plat Book 104, Page(s) 16, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

19. Declaration of Covenants, Conditions, Restrictions and Easements for Kenley at Tradition, which contains provisions for a private charge or assessments, and provides for a right of first refusal or the prior approval of a future purchaser or occupant, recorded September 29, 2023 in Official Records Book 5050, Page 1987, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

20. Terms and Provisions of the Reciprocal Access Easement Agreement by and between Mattamy Palm Beach, LLC, a Delaware limited liability company and Banyan SG8, LLC, a Florida limited liability company and PEBB SG8 EAT, LLC, a Florida limited liability company, as recorded simultaneously herewith, of the Public Records of St. Lucie County, Florida.

21. Terms and Provisions of the Drainage Easement by and between Mattamy Palm Beach, LLC, a Delaware limited liability company and Banyan SG8, LLC, a Florida limited liability company and PEBB SG8 EAT, LLC, a Florida limited liability company, as recorded simultaneously herewith, of the Public Records of St. Lucie County, Florida.

22. Terms and Provisions of the Lift Station Easement Agreement by and between Mattamy Palm Beach, LLC, a Delaware limited liability company and Banyan SG8, LLC, a Florida limited liability company and PEBB SG8 EAT, LLC, a Florida limited liability company, as recorded simultaneously herewith, of the Public Records of St. Lucie County, Florida.

EXHIBIT "C"

ADDITIONAL COVENANTS AND RESTRICTIONS

The Property described on Exhibit "A" to this Special Warranty Deed is made subject to the covenants and restrictions set forth on this Exhibit "C" (the "**Additional Covenants and Restrictions**") which: (a) shall be covenants running with the land and binding upon Grantee and its successors and assigns; and (b) may enforced by, and in the sole discretion of, Grantor and its successors and assigns. By acceptance of said Special Warranty Deed, Grantee accepts and agrees to be bound legally by the Additional Covenants and Restrictions.

Permitted Use

Grantee shall initially develop and use the Property for development of up to 160,000 square feet of commercial/retail use for the development of a home improvement store anchored shopping center (the "**Permitted Use**") and no other purpose without the prior written consent of Grantor. The Property shall be restricted to the Permitted Use until five (5) years after the date a certificate of occupancy is issued for the Permitted Use, at which time this restriction shall be released and null and void.

Community Development Districts

The Southern Grove Community Development Districts (the "**CDDs**") were formed for operation and maintenance of the Southern Grove DRI, and possible other purposes in the future. Grantee shall comply with all of the requirements of the applicable CDDs, such as those relating to the payment of operations and maintenance assessments associated with the CDDs.

Assessments and Entitlements

Grantor has allocated and assigned herein entitlements for the development of 160,000 square feet of commercial/retail use on the Property for the Permitted Use pursuant to the Development Order for the Southern Grove Development of Regional Impact; provided, however, all future assessments by the SAD (and not assessments under the CDDs or any other applicable agreement) shall be based on the maximum entitlements assigned in this Special Warranty Deed to the Property, even if the actual uses developed are less than the maximum entitlements assigned to the Property. Future assessments under the CDD or any other applicable agreement shall be based on the actual uses developed on the Property.

Utilization of Impact Fee and Utility Credits

When Grantee is required to pay impact fees, utility connection fees, public building impact fees or other fees or exactions to applicable governmental or quasi-governmental authorities or applicable utility authorities for which Grantor has received credits from the applicable governmental authorities as a result of improvements constructed in connection with the project (collectively, the "**Impact Fee Credits**"), less and except St. Lucie Road Impact Fee Credits (as recognized by such governmental or utility authority, as applicable), then, subject to the terms herein, Grantee shall purchase from Grantor (or the CDDs, as applicable) such Impact Fee Credits that may be lawfully assigned to Grantee by Grantor (or the CDDs, as applicable) in an amount

equal to that which Grantee would otherwise have been required to pay to the applicable governmental or quasi-governmental authority or utility company at such time. Simultaneously with such payment by Grantee to Grantor, Grantor shall execute an assignment and assumption of such Impact Fee Credits, together with any and all applicable documentation required by the applicable governmental authorities to evidence the transfer of the Impact Fee Credits from Grantor to Grantee. Notwithstanding the foregoing, Grantee shall have no obligation to purchase the Impact Fee Credits from Grantor unless (a) they are available and transferable to the Grantee and the Property for the benefit of the Permitted Use; (b) the Impact Fee Credits are necessary for the development or operation of the Permitted Use on the Property; and (c) Grantee transfers and assigns such Impact Fee Credits to Grantee within ten (10) business days following request thereof by Grantee.

Irrigation System

Grantee agrees to apply for irrigation service from Tradition Community Development District No. 1 ("**TCDD1**") on substantially similar terms and conditions as other owners and **TCDD1** customers in the Tradition development, to pay standard rates for irrigation system capacity fees and irrigation usage charges, and to comply with all rules and regulations adopted by **TCDD1** regarding such service and in effect from time to time within the respective service area (existing system or expansion system) in which the Property is located. Grantee acknowledges that it will install assemblies pursuant to **TCDD1** specifications, including without limitation, a meter assembly for **TCDD1** and all onsite irrigation improvements. Grantee agrees that the Property shall be served exclusively by **TCDD1** and the end-user owners of the Property, or any portion thereof, shall be required to apply for irrigation service from **TCDD1** on substantially similar terms and conditions as other owners and **TCDD1** customers in the Tradition development, to pay standard rates for irrigation system capacity fees and irrigation usage charges, and to comply with all rules and regulations adopted by **TCDD1** regarding such service and in effect from time to time within the respective service area (existing system or expansion system) in which the Property is located.

Infrastructure and Improvements

Grantee shall construct, at its expense, all infrastructure (water management facilities and onsite dry detention, utilities, roads, public facilities) and other improvements required by governmental authorities as part of Grantee obtaining the entitlements and permits for the development of the Property which are: (i) located within the perimeter boundaries of the Property; and/or (ii) located outside the perimeter boundaries of the Property but required, necessary or appropriate to serve the same, excluding those improvements related to master storm water outfall and a trail system for the Property.

Notice, Cure and Enforcement

If Grantee fails to pay any required sum or perform any required obligation on its part to be paid or performed pursuant hereto, then Grantor may provide Grantee with notice thereof ("**Notice of Grantee Default**"). In the case of a failure to: (a) pay any such sum, Grantee shall pay said sum within ten (10) days from the date of receipt of said Notice of Grantee Default; or (b) perform any such obligation, Grantee shall perform said obligation within thirty (30) days from the date of

receipt of said Notice of Grantee Default, provided, however, if said obligation is of such a nature that it could not reasonably be performed within thirty (30) days, then Grantee shall: (i) promptly institute necessary cure efforts; and (ii) thereafter diligently and continuously pursue said efforts for a period of up to ninety (90) days after the date of receipt of said Notice of Grantee Default. If Grantee fails to cure any such matter within the applicable time periods set forth above after receipt of the Notice of Grantee Default, then it shall constitute a "**Grantee Event of Default**" hereunder. So long as a Grantee Event of Default continues, Grantor may as its sole and exclusive remedies (waiving any right to money damages except as otherwise expressly set forth herein) elect to: (i) exercise rights of self-help by paying the sum and/or performing the obligation on Grantee's part to have been paid and/or performed, and recover from Grantee the reasonable out-of-pocket cost thereof as damages; and/or (ii) enforce these Additional Covenants and Restrictions through actions for specific performance, injunctive relief and such other remedies as may be available at law or in equity. Grantor's remedies hereunder are mutual and non-exclusive.

General

Except as otherwise provided herein, these Additional Covenants and Restrictions shall remain in full force and effect perpetually. In the event Grantee conveys all or any portion of the Property, the Additional Covenants and Restrictions shall apply automatically to the then owner of any such portion of the Property. These Additional Covenants and Restrictions are for the benefit of Grantor and its successors and assigns. These Additional Covenants and Restrictions will be governed by the laws of the State of Florida, and are performable in St. Lucie County, Florida where venue shall lie. These Additional Covenants and Restrictions may be amended or supplemented only by an instrument in writing executed by Grantor, its successors or assigns.

Southern Grove SG-8 – Commercial Buffer Wall

Landscape Modification
Project No. P25-169

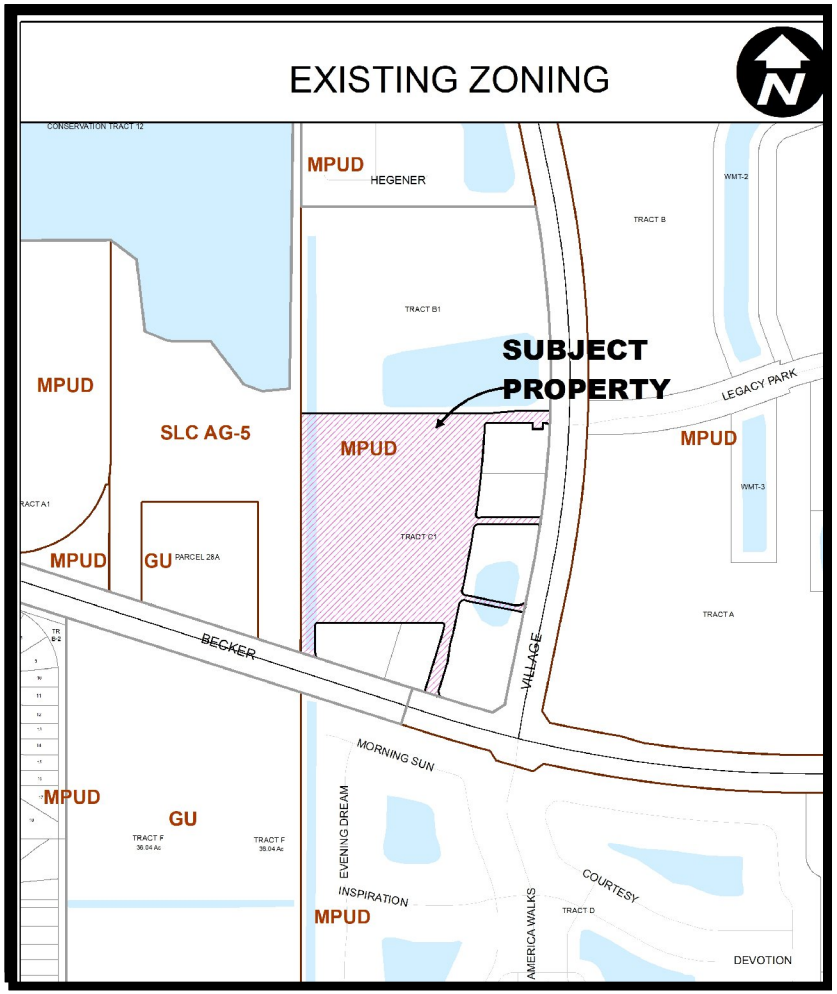
Planning and Zoning Board Meeting
Sofia Trail, Planner I
February 3, 2026

Request Summary

Owner:	Banyan SG8, LLC
Applicant:	Derrick Phillips, Lucido & Associates
Location:	Northwest corner of SW Becker Road and SW Village Parkway
Request:	To provide enhanced landscaping in lieu of an architectural buffer wall along the northern property line per Section 5(F) of the Southern Grove SG-8 MPUD.

Surrounding Areas

Direction	Existing Use	Future Land Use	Zoning
North:	Vacant Land	NCD	MPUD
South:	America Walks	NCD	MPUD
East:	Vacant Land	NCD	MPUD
West:	Vacant Land (future park), FPL Substation	NCD	SLC AG-5, GU



Project Summary

- The subject property, 22.98 acres in size, has an approved site plan (P23-106-A1) for a 134,147-square-foot home improvement store and is currently under construction.
- Per Section 5(F) of the Southern Grove SG-8 MPUD, a six (6)-foot-high wall or fence is required in a perimeter landscape buffer strip where commercial, industrial, institutional, office, and public facility uses abut the front, side and/or rear of existing or proposed residential uses. The perimeter landscape buffer strip shall be a minimum of ten (10) feet wide.

Landscape Modification Request

- The request is to provide enhanced landscaping within the 10' northern perimeter landscape buffer in lieu of a wall or fence.
- The enhanced landscaping will include a continuous 6' Clusia hedge (at time of planting) and assorted canopy trees.
- The Clusia hedge will be maintained with at a minimum height of 6 feet.

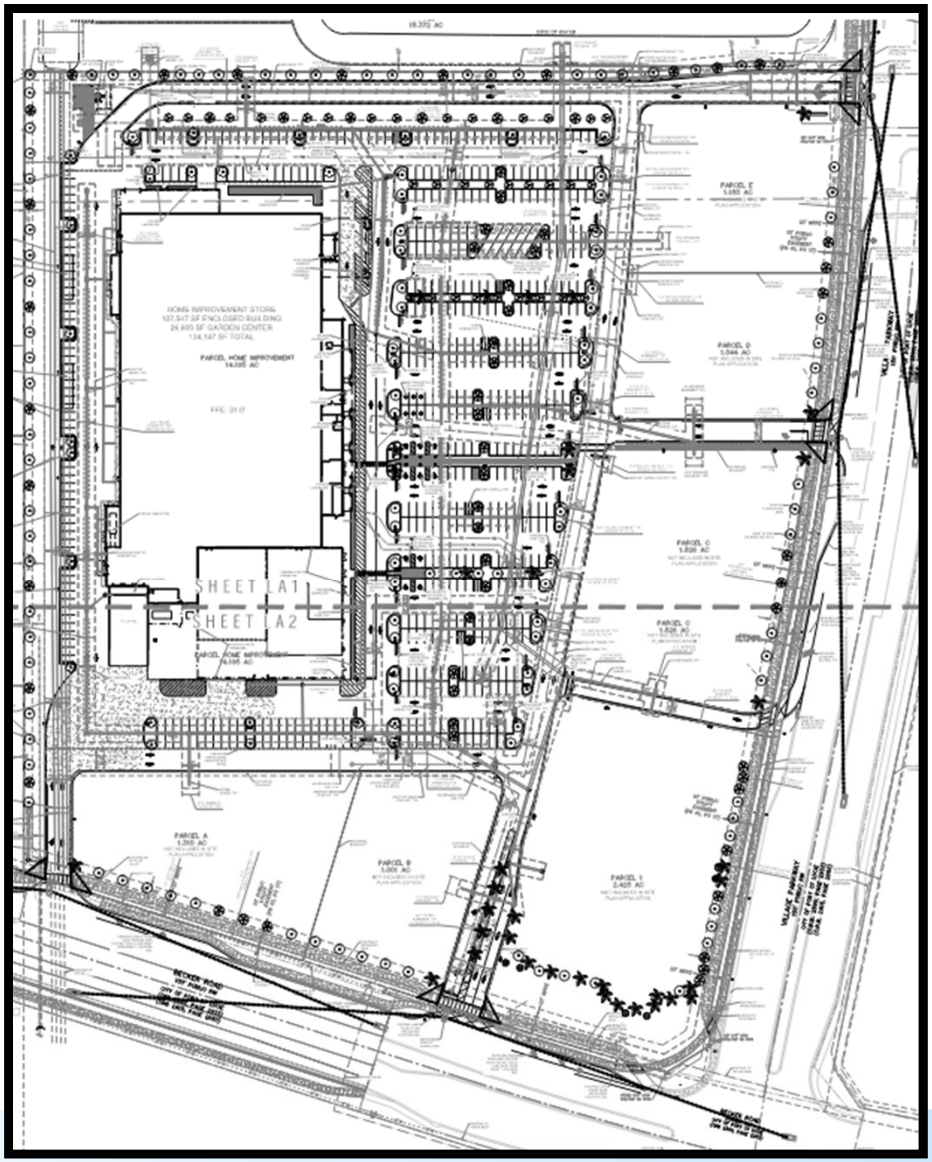
Project Background

- In July 2025, the applicant submitted a landscape modification application (P24-169) for the Lowe's site for a 40-foot-wide landscape buffer with a 6' hedge and assorted canopy trees along the western property boundary and a 10' landscape buffer with a 6' hedge and assorted canopy trees along northern property boundary.
- The request for a landscape modification for the western buffer where the property abuts open space was approved by the Planning and Zoning Board.
- The request for a landscape modification for the northern buffer where the property abuts future multi-family use was denied by the Planning and Zoning Board.
- The Board expressed concerns about allowing a landscape modification when there was no official site plan application for the northern parcel.

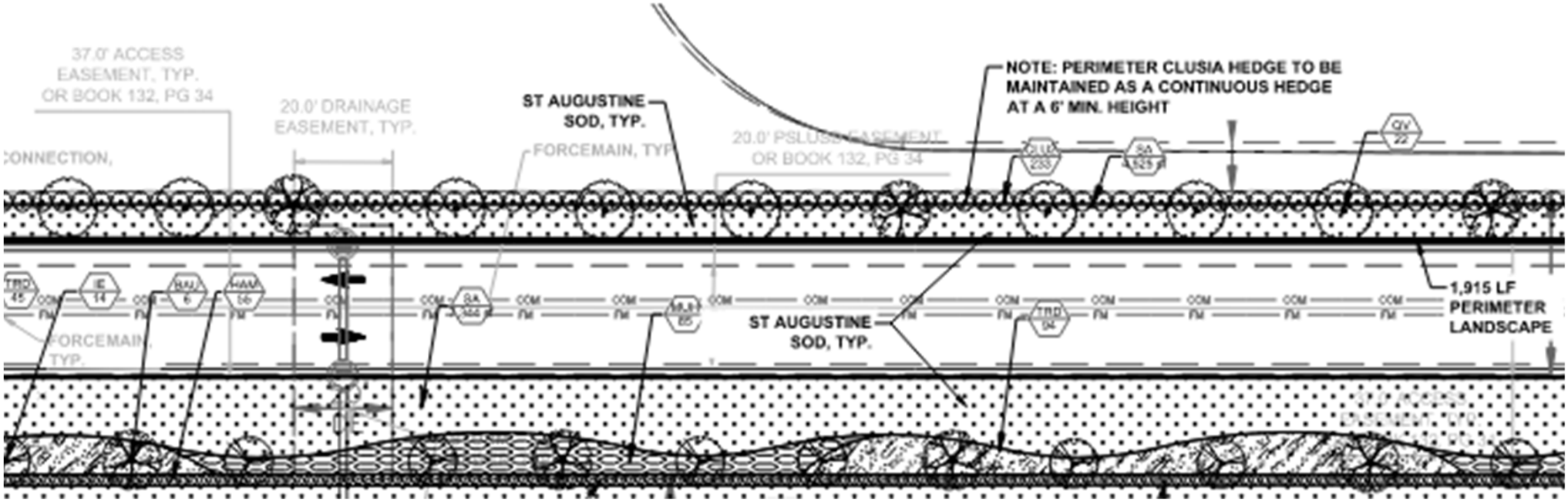
Multi-family Project

- An application for site plan approval has been submitted for the multi-family parcel to the north for 312 multi-family units (P25-210).
- Both Mattamy Palm Beach, LLC, property owner, and the NRP Group, contract purchaser/multi-family developer, have submitted letters of support for the landscape modification request.

Landscape Plan



Northern Property Line



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 the condition that the property owner maintain the hedge in the landscape buffer at a minimum height of six (6) feet.

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

Agenda Summary

2026-136

Agenda Date: 2/3/2026 **Agenda Item No.:** 8.b

Placement: Public Hearing - Quasi Judicial

Action Requested: Motion / Vote

P25-197 Andrews - David, Joann, Margaret - Children's Gym - Special Exception Use

Location: The property is located west of S US Highway 1 and north of SE Veterans Memorial Parkway.
Legal Description: Walton Road Joint Venture, Lot 1 (Plat Book 42, Page 13)
The request is for a Special Exception Use (SEU) to permit 7,114.78 square feet of enclosed assembly space as part of a proposed recreational facility.

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

Executive Summary: Applicant requests a Special Exception Use (SEU) to permit 7,114.78 square feet of enclosed assembly space as part of a proposed recreational facility.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: If the Board finds the use consistent with Sections 158.260(A) through (L) of the City Code, then the Board may:

- Motion to recommend approval to the City Council

Alternate Recommendations:

1. Move that the Board recommend approval to the City Council with conditions.
2. Move that the Board recommend denial to the City Council.

Background: A Resolution (03 R24) was granted by the City Council in 2003 for a special exception use to allow the construction of a pharmacy with a drive through window.

Issues/Analysis: See staff report.

Special Consideration: N/A

Location of Project: 9197 S US Highway 1

Attachments:

1. Staff Report
2. SEU Criteria Responses
3. Proposed Floor Plan

4. Application & Agent Authorization Letter
5. Quitclaim Deed
6. Staff Presentation

Andrews-David, Joann, Margaret - Children's Gym
Special Exception Use
P25-197



Project Location Map

SUMMARY

Applicant's Request:	The request is for a Special Exception Use (SEU) to permit 7,114.78 square feet of enclosed assembly space as part of a proposed recreational facility for children.
Applicant:	Marie Rogers
Property Owner:	David D Andrews, Joann Andrews, and Margaret D Andrews c/o CVS
Location:	West of S US Highway 1 and north of SE Veterans Memorial Pkwy

Project Planner:	Ivan Betancourt, Planner I

Project Description The City of Port St. Lucie has received a request from Marie Rogers, the applicant, authorized by David D Andrews, Joann Andrews, and Margaret D Andrews c/o CVS, the property owners, to allow an enclosed assembly area over 3,000 square feet. The property is located at 9197 S US Highway 1. The property is zoned General Commercial (CG) and has a CG future land use designation. The property is located West of S US Highway 1 and north of SE Veterans Memorial Pkwy and is legally described as Walton Road Joint Venture, Lot 1.

Section 158.124(C), General Commercial (CG) 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. A special exception use (Resolution 03-R24) was approved in 2003 to allow the construction of a pharmacy with a drive-through window. The site previously operated as an CVS but is now vacant. The proposed recreational facility consists of a 5,801.78-square-foot open activity area, along with a toddler area, attending area, reading areas 1 and 2, a calming room, and an arts and crafts room, for a total of 7,114.78 square feet of enclosed assembly space. These additional rooms are included in the enclosed assembly calculation due to the use of half-height interior walls. For reference, see the attached proposed floor plan. Given that the proposed enclosed assembly area exceeds 3,000 square feet, a new special exception use is required.

Previous Actions

March 24, 2003: The City Council granted a special exception use (P03-040) allowing the construction of a pharmacy with a drive-through window under Resolution 03-R24.

Public Notice Requirements

Notice of this request for a special exception use was mailed on January 22, 2026, to owners of property within a 750-foot radius of the subject property.

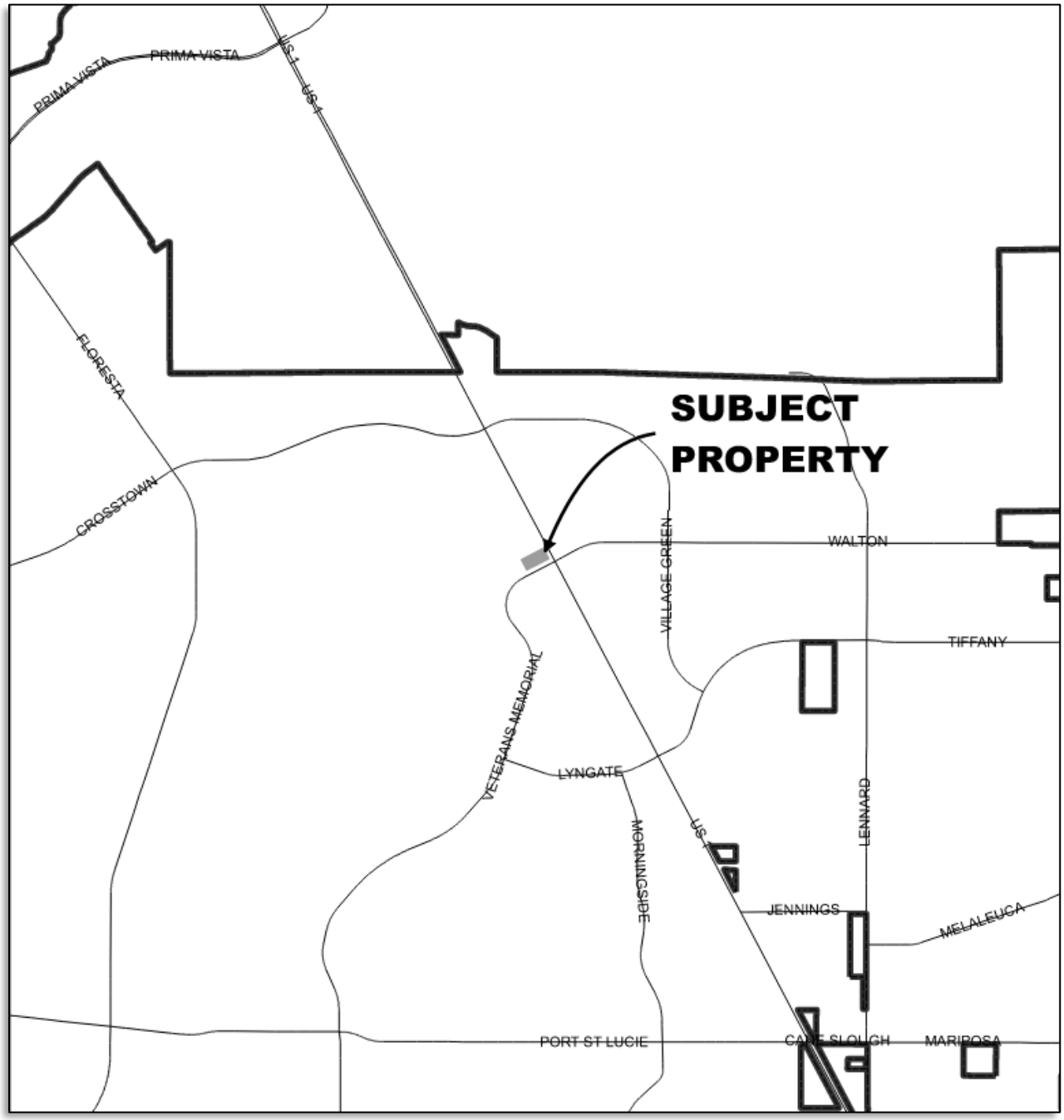
Location and Site Information

Parcel Number:	3435-801-0001-000-1
Property Address:	9197 S US Highway 1
Property Size:	+/- 3.27 -acres
Legal Description:	Walton Road Joint Venture, Lot 1
Future Land Use:	General Commercial (CG)
Existing Zoning:	General Commercial (CG)
Existing Use:	Developed Site, Currently Vacant

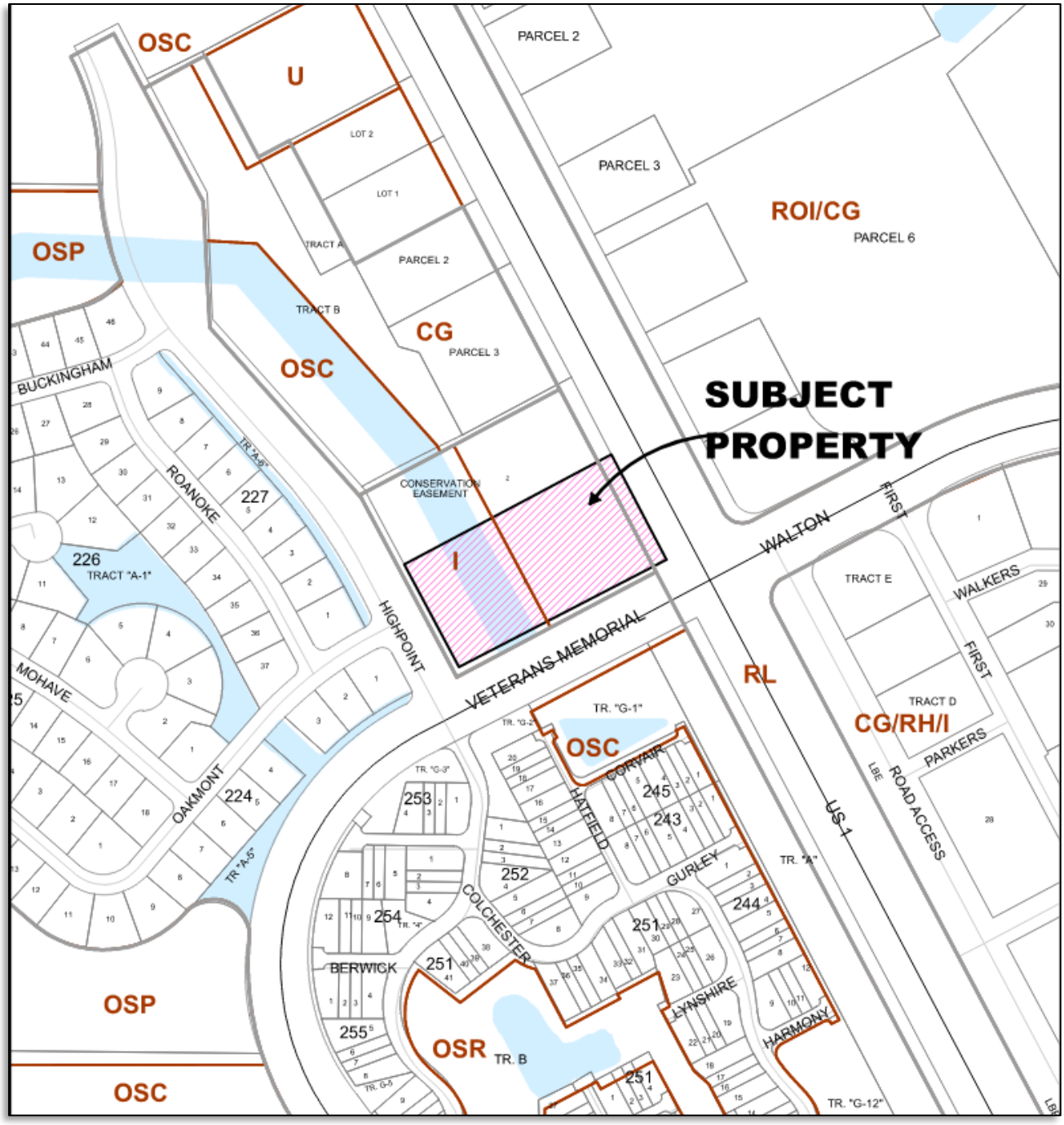
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	CG	CG	Medical Center
South	RL, OSC	RS-2, RM-8	4-Lane Divided Highway, Multi-Family Residences and a Retention Pond
East	RL, ROI/CG	RS-2, CG	6-Lane Divided Highway, Shopping Center
West	RL	RS-2	Single-Family Residences

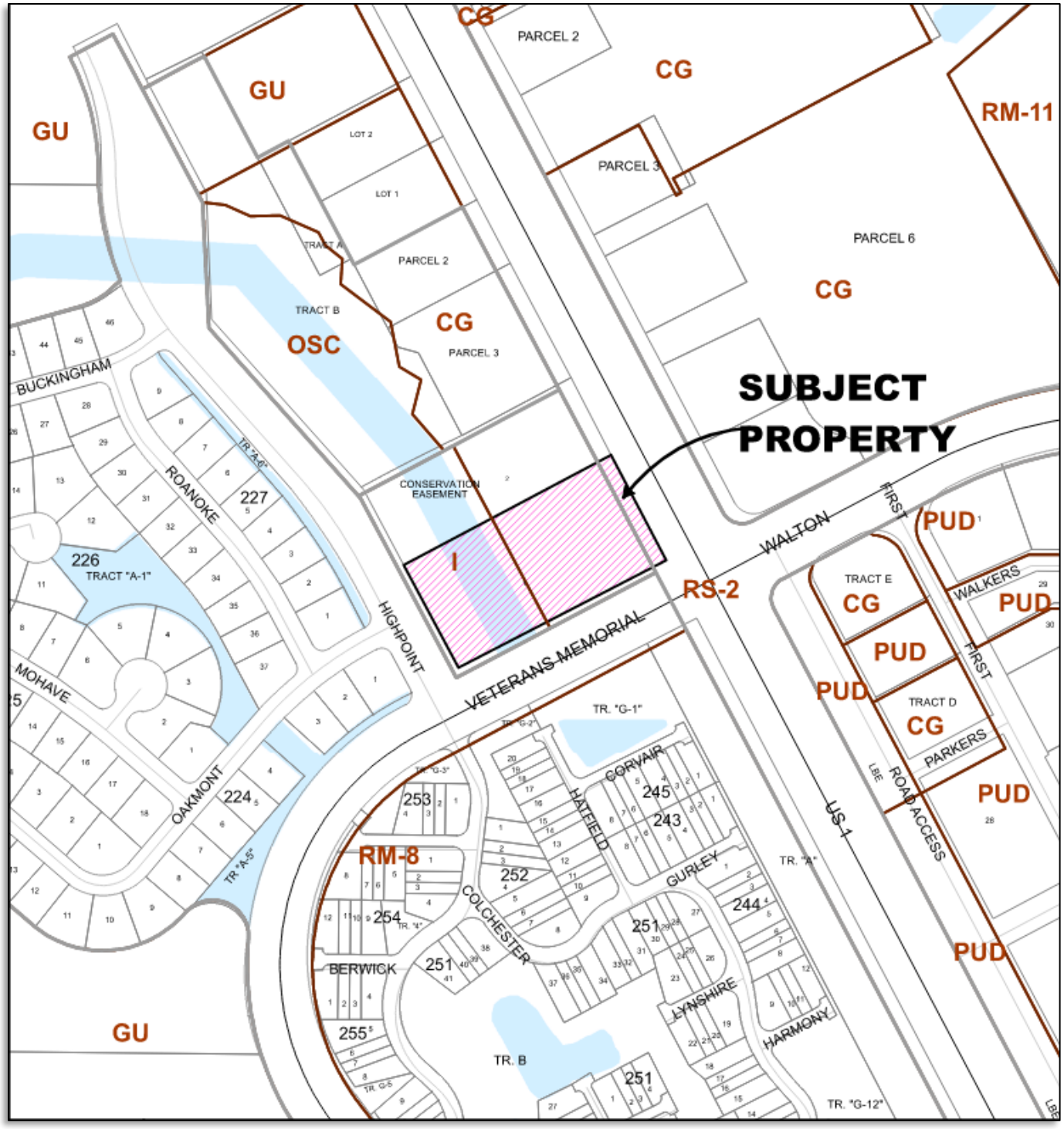
ROI-Reisdential, Offie, Institutional, OSC- Open Space Conservation, RL-Low Density Residential, RM-8-Multiple-Family Residential, CG-General Commercial , RS-2-Single-Family Residential,



Location Map


OSC
U
PARCEL 2
LOT 2
LOT 1
PARCEL 3
ROI/CG
PARCEL 6
OSP
TRACT A
PARCEL 2
TRACT B
CG
PARCEL 3
OSC
SUBJECT
PROPERTY
BUCKINGHAM
CONSERVATION EASEMENT
I
ROANOKE
227
226
TRACT "A-1"
WALTON
FIRST
TRACT E
WALKERS
HIGHPOINT
VETERANS MEMORIAL
RL
TRACT D
CG/RH/I
PARKERS
MOHAVE
TR. "G-1"
OSC
CORVAIR
245
243
HATFIELD
GURLEY
US-1
ROAD ACCESS
OAKMONT
224
253
252
254
244
251
COLCHESTER
BERWICK
LYNSHIRE
HARMONY
255
OSR
TR. B
OSP
OSC
TR. "A"
TR. "G-12"

Land Use Map


CG
PARCEL 2
CG
RM-11
GU
GU
LOT 2
LOT 1
PARCEL 3
PARCEL 6
TRACT A
PARCEL 2
CG
TRACT B
OSC
CG
PARCEL 3
SUBJECT
PROPERTY
CONSERVATION
EASEMENT
I
BUCKINGHAM
ROANOKE
TR "A-6"
227
226
TRACT "A-1"
MOHAVE
OAKMONT
224
TR "A-5"
HIGHPOINT
WALTON
FIRST
PUD
RS-2
VETERANS MEMORIAL
TRACT E
CG
WALKERS
PUD
PUD
PUD
TRACT D
CG
PARKERS
PUD
ROAD ACCESS
US-1
TR. "G-1"
TR. "G-2"
TR. "G-3"
253
RM-8
CORVAIR
245
243
HATFIELD
252
GURLEY
TR. "A"
244
254
TR. "4"
COLCHESTER
251
251
BERWICK
LYNSHIRE
HARMONY
255
GU
TR. B
TR. G-5
TR. "G-12"
PUD

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 property is an already developed stand-alone building with existing ingress & egress on S. US-1 and Veteran Memorial Pky. The enclosed assembly area of over 3000 sq.ft. will use the existing ingress and egress will be pedestrian will continue to enter the building safely from US-1 or SE Veteran Hwy. There will be no automotive or pedestrian traffic impact.*
- Staff Findings: This application does not propose any modifications to the site's existing ingress or egress. During the original CVS site plan approval, it was demonstrated that the property provides sufficient vehicular and pedestrian access. The site fronts South US Highway 1 and is served by two access points: a right-in-only entrance from South US Highway 1 and a right-in, right-out on SE Veterans Memorial Parkway. In addition, a northern cross-connection supports efficient internal circulation and overall traffic flow.

(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 existing developed building already has adequate off-street parking per code. Services will be inside building. No undue noise, glare or detrimental effects will be upon adjacent properties.*
- 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 recreational facility consists of 11,892.78 square feet of gross floor area with 7,114.78 square feet devoted to assembly area. This would require 60 parking spaces. The developed site is parked at a rate of one space per 200 square feet with a total of 86 parking spaces. The site contains sufficient parking capacity to support this special exception request.

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

- Applicant's Response: *The building has already installed utilities that will be sufficient for the use of the enclosed assembly area of over 3000 sqf. No proposed installation of utilities for this application*
- Staff findings: Adequate utilities are available to service the proposed use. The Port St. Lucie Utility Systems Department (PSLUSD) 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: *No additional buffering and screening will be required, as the surrounding buildings are commercial and compatible with the enclosed assembly area of over 3000 sqf use.*

- 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: *The stand-alone existing light will be used, no additional lights are proposed. No undue glare, incompatibility with adjoining buildings or impact on traffic safety. Building signage will be on the same side of previous CVS sign, it will have steady and constant color & the existing marquee will remain in the same location, both signage & existing marquee will be up to code.*

- 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: *No adverse impact is expected to the surrounding properties. They are already commercial buildings and compatible with its use.*

- 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 enclosed assembly area of over 3000 square feet will comply with stated provisions and requirements of the City's Land Development Regulation.*

- Staff findings: The proposed Special Exception Use is permitted as defined in Section 158.124(C)(2) – General Commercial (CG) 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 enclosed assembly area of over 3000 square feet will not cause any impact in health, safety, welfare or convenience of residents and workers in the City of Port St Lucie. On the contrary the use will have a positive impact on the residents of Port St. Lucie and the surrounding areas.*

- 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: *The hours of operation for the enclosed assembly area of over 3000 sqf will be from 9AM-6PM, similar to hours of operations of surrounding building, no overnight operation. All services are indoor and there will not be any nuisance or hazard because of the noise or number of persons attending. N addition, the proposed use vehicular traffic will not be much higher than the surrounding businesses.*

- 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 9 AM to 6 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: *The enclosed assembly area of over 3000 square feet will be compatible with the adjacent properties. It will comply with commercial and zoning requirements. It will have similar hours of operation, similar building height, noise, lighting standards, traffic and pedestrian access to adjacent buildings as stated in the Port St. Lucie Land of Development Regulation.*

- 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 consistent with 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 as recommended by staff

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.

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: INFO@BC5CONSTRUCTION.COM

PROPERTY OWNER:

Name: DAVID, JOANN, MARGARET ANDREWS. C/O CVS

Address: PO BOX 1610, COCKEYSVILLE, MD 21030

Telephone No.: 4 4 3 - 5 5 3 - 6 7 1 1 Email: JOANNA6@GMAIL.COM

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

Name: MARIE ROGER

Address: 16508 75TH AVE N, PALM BEACH GARDENS, FL 33418

Telephone No.: 5 6 1 - 7 0 7 - 8 5 4 2 Email: INFO@WEROCKTHESPECTRUMPORTSTLUCIE.COM

SUBJECT PROPERTY:

Legal Description: WALTON ROAD JOINT VENTURE (PB42-13). LOT 1

Parcel I.D Number: 3435-801-0001-000-1

Address: 9197 SOUTH US HWY 1, PSL, FL, 34952 Bays: 1

Development Name: _____ (Attach Sketch and/or Survey)

Gross Leasable Area (sq. ft.): 1 3 , 0 8 6 Assembly Area (sq. ft.): 6994.78

Current Zoning Classification: G E N E R A L C O SEU Requested: Enclosed assembly area >3000sqf

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

SEE ATTACHED

MR	MARIE ROGER	January 09th, 2025
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.

THIS PROPERTY IS AN ALREADY DEVELOPED STAND ALONE BUILDING WITH EXISTING INGRESS & EGRESS ON S. US-1 AND VETERAN MEMORIAL PKY

The enclosed assembly area of over 3000 sqf WILL USE THE EXISTING INGRESS AND EGRESS WILL BE PEDIESTRIAN WILL CONTINUE TO ENTER THE

BUILDING SAFELY FROM US-1 OR SE VETERAN HWY. THERE WILL BE NO AUTOMOTIVE OR PEDESTRIAN TRAFFIC IMPACT

(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 EXISTING DEVELOPED BUILDING ALREADY HAS ADEQUATE OFF-STREET PARKING PER CODE. SERVICES WILL BE INSIDE BUILDING. NO UNDUE

NOISE, GLARE OR DETRIMENTAL EFFECTSS WILL BE UPON ADJACENT PROPERTIES.

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

THE BUILDING HAS ALREADY INSTALLED UTILITIES THAT WILL BE SUFFICIENT FOR the use of the enclosed assembly area of over 3000 sqf. NO

PROPOSED NEW INSALLATION OF UTILITIES FOR THIS APPLICATION.

(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.

NO ADDITIONAL BUFFERING AND SCREENING WILL BE REQUIRED, AS THE SURROUNDING BUILDINGS ARE COMMERCIAL AND COMPATIBLE WITH

the enclosed assembly area of over 3000 sqf use.

(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.

THE STAND ALONE EXISTING LIGHT WILL BE USED, NO ADDITIONAL LIGHTS ARE PROPOSED. NO UNDUE GLARE, INCOMPATIBLITY WITH ADJOINING

BUILDINGS OR IMPACT ON TRAFFIC SAFETY. BUILDING SIGNAGE WILL BE ON THE SAME SIDE OF PREVIOUS CVS SIGN, IT WILL HAVE STEADY AND

CONSTANT COLOR & THE EXISITING MARQUEE WILL REMAIN IN THE SAME LOCATION, BOTH SIGNAGE & EXISTING MARQUEE WILL BE UP TO CODE.

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

NO ADDITIONAL YARDS OR OPEN SPACES WILL BE NEEDED, AS the proposed enclosed assembly area of over 3000 sqf WILL BE INSIDE the EXSITING

BUILDING. NO ADVERSE IMPACT IS EXPECTED TO THE SURROUNDING PROPERTIES. THEY ARE ALREADY COMMERCIAL BUILDINGS AND

COMPATIBLE WITH its use.

(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 enclosed assembly area of over 3000 square feet WILL COMPLY WITH THE STATED PROVISIONS AND REQUIREMENTS OF THE CITY'S LAND DEVELOPMENT REGULATION

(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 enclosed assembly area of over 3000 square feet WILL NOT CAUSE ANY IMPACT IN HEALTH, SAFTEY, WELFARE OR CONVENIENCE OF RESIDENTS AND WORKERS IN THE CITY OF PORT ST LUCIE. ON THE CONTRARY THE USE WILL HAVE A POSITIVE IMPACT ON THE RESIDENTS OF PORT ST. LUCIE AND THE SURROUNDING AREAS. IT WILL PROVIDE a MUCH NEEDED SAFE INDOOR PLACE FOR THE ENTIRE FAMILY TO ENJOY, SHARE AND CELEBRATE BIRTHDAYS AND SPECIAL EVENTS. THERE WILL BE PLENTY OF PARKING SPACES, SIDEWALKS AND PEDESTRIAN PATHWAYS TO BE UTILIZED.

(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 HOURS OF OPERATION for the enclosed assembly area of over 3000 sqf will be from 9AM-6PM, SIMILAR TO HOURS OF OPERATION OF SURROUNDING BUILDING, NO OVER NIGHT OPERATION.

ALL SERVICES ARE INDOOR AND THERE WILL NOT BE ANY NUISANCE OR HAZARD BECAUSE OF THE NOISE OR NUMBER OF PERSONS ATTENDING. IN ADDITION, THE PROPOSED USE VEHICULAR TRAFFIC WILL NOT BE MUCH HIGHER THAN THE SURROUNDING BUSINESSES

(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 enclosed assembly area of over 3000 square feet WILL BE COMPATIBLE WITH THE ADJACENT PROPERTIES. IT WILL COMPLY WITH COMMERCIAL AND ZONING REQUIREMENTS. IT WILL HAVE SIMILAR HOURS OF OPERATION, SIMILAR BUILDING HEIGHT, NOISE, LIGHTING STANDARDS, TRAFFIC AND PEDESTRIAN ACCESS TO ADJACENT BUILDINGS AS STATED IN THE PORT ST LUCIE LAND OF DEVELOPMENT REGULATION.

Signature of Applicant	Marie Roger Hand Print Name	January 09th, 2025 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.

(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: WE ROCK THE SPECTRUM PORT ST. LUCIE

Project Number: P _____ New Submittal _____ or Resubmittal__x____ (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: WE ROCK THE SPECTRUM PORT ST LUCIE_____

Project Number: P _____ New Submittal _____ or Resubmittal__x____ (Check One)

Applicant Certification

I, MARIE ROGER _____ *(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.

_____ 12/02/2025

(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)*

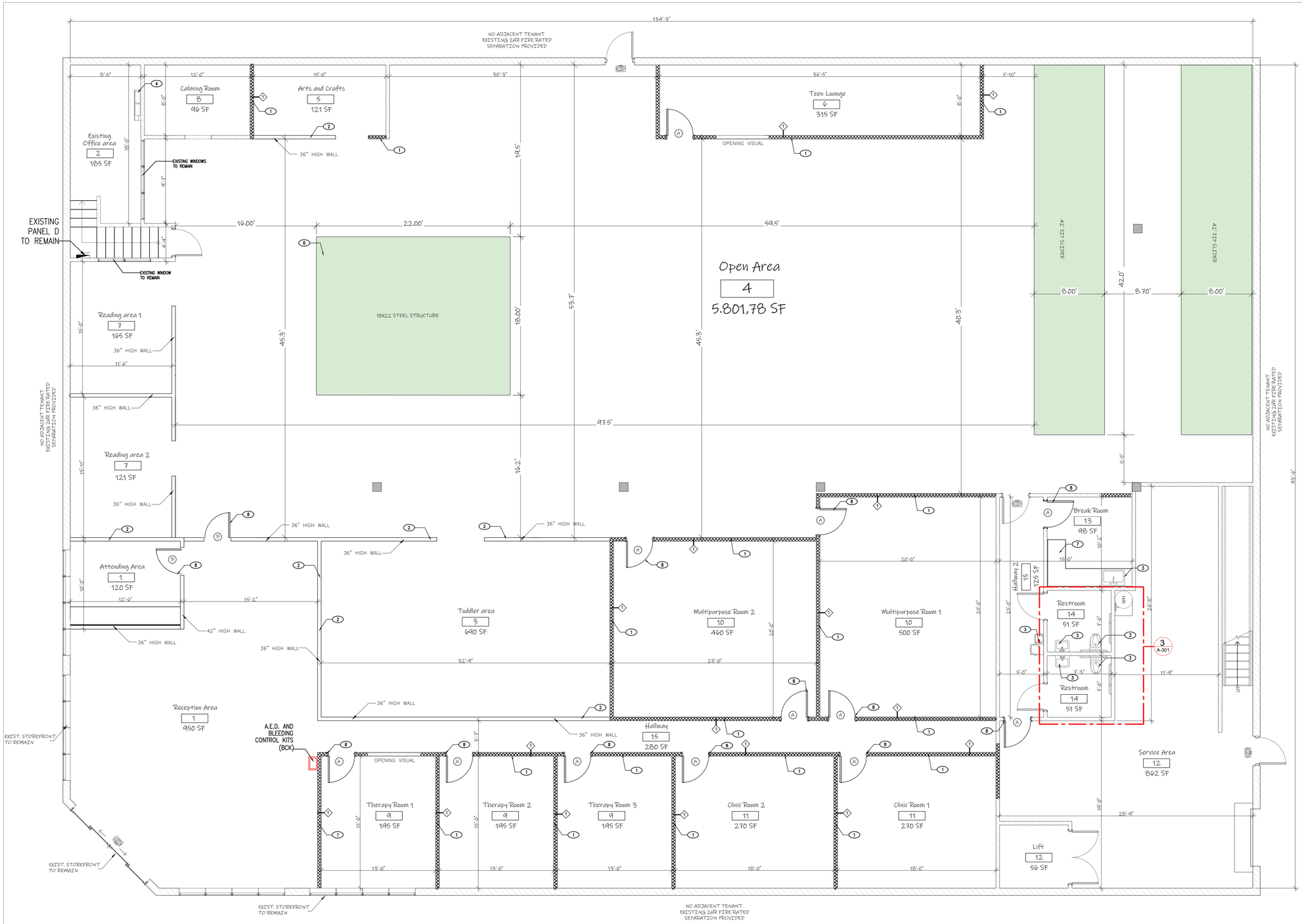
Utilities System Department

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)*



PROPOSED KEY NOTES

1. NEW PARTITION WALL AS PER LAYOUT
2. NEW PARTITION LOW RISE WALL AS PER LAYOUT
3. NEW PLUMBING FIXTURE AS PER LAYOUT USING THE SAME CONNECTIONS
4. EXISTING AC SPLIT SYSTEM UNITS AS PER LAYOUT TO REMAIN
5. EXISTING PANEL AS PER LAYOUT TO REMAIN
6. NEW STRUCTURES FOR PLAYGROUND AS PER LAYOUT BY OTHERS
7. NEW CABINETS & APPLIANCES
8. NEW DOOR AS PER LAYOUT (SEE SCHEDULE)

NOTE :

CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO SAFEGUARD ALL EXISTING STRUCTURES AND UTILITIES WHEN FOUND IN THE AREA OF WORK. ALL FINDINGS SHALL BE REPORTED TO THE ENGINEER OF RECORD PRIOR TO CONTINUANCE

NOTE :

CONTRACTOR TO CHECK ALL THE PLANS BEFORE STARTING THE JOB ANY DISCREPANCIES FOUND ON THE PLANS AND JOB SITE CONDITION HAS TO BE SENT TO ENGINEER IN WRITING BY EMAIL TO BE INVESTIGATED BEFORE STARTING THE JOB

Bldg Department official use space

Calc Engineering
CALC ENGINEERING
www.calceng.com
2000 NW 89th PL. Unit 102
DORAL, FL 33172
Phone: (305) 898-9995
ENGINEERING BUSINESS
CA CERTIFICATION: 32566
MASOOD HAJALI P.E
LIC #82038

INTERIOR REMODELING FOR RETAIL DEMONSTRATION
9197 S U.S. Hwy 1
Port St. Lucie FL 34952

DESIGN IS BASED ON FBC 2023, 8TH EDITION

Revision #	Description	Date

MASOOD HAJALI LICENSE No 82038 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by MASOOD HAJALI on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

Digitally signed by Masood Hajali
Date: 2026.01.09 11:53:02 -05'00'

1 PROPOSED FLOOR PLAN

SCALE 3/16"=1'-0"

LEGEND

- EXISTING DRYWALL PARTITION TO REMAIN
- NEW DRYWALL PARTITION WALL
- NEW DRYWALL PARTITION LOW RISE WALL
- (1+) DOOR TAG
- (1+) WINDOW TAG
- "E" DENOTES EXISTING TO REMAIN

DOOR SCHEDULE

SYM.	TYPE	DOOR SIZE (W X H)	MATERIAL	QTY:	ZONE 4	ZONE 5
A	SWING SINGLE DOOR (BY OTHERS)	34.5" X 84"	METAL / WOOD	9	N/A	N/A
B	SWING SINGLE DOOR (BY OTHERS)	34.5" X 36"	METAL / WOOD	2	N/A	N/A

EXISTING DOOR NOTE:
ALL EXISTING ENTRANCE AND EXIT DOORS WILL BE PROVIDE WITH PANIC HARDWARE.

PROPOSED FLOOR PLAN

Date 09/05/25
Project Number 25666
Sheet A-300
Scale As Shown
Drawn By HH

P25-197 Andrews-David, Joann, Margaret - Children's Gym

TYPE	STATUS	BUILDING TYPE
SEUD	CUSTOMER RESPONSED	

ASSIGNED TO

Ivan Betancourt

ADDRESS

9197 S US Hwy 1

SECTION	BLOCK	LOT
	WaltonRoad	Parcel "A", Lot 1

LEGAL DESCRIPTION

WALTON ROAD JOINT VENTURE (PB 42-13) LOT 1 (3.266 AC) (MAP 34/35S) (OR 2085-530: 3201 -2803; 3245-470: 3398-2711; 3455-1838: 3687-2681: 3943-2660)

SITE LOCATION

9197 S US Hwy 1, Port ST Lucie FL 34952

PARCEL #

3435-801-0001-000-1

CURRENT LANDUSE	PROPOSED LANDUSE	CURRENT ZONING	PROPOSED ZONING
CG		CG	

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

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

UTILITY PROVIDER

CITY OF PORT ST. LUCIE

DESCRIBE REQUEST

We Rock the Spectrum (WRTS) is a nationally recognized sensory and inclusive children's gym that provides safe, developmentally supportive play, therapeutic-style equipment, structured classes, and caregiver education for children with autism, sensory processing differences, and other developmental challenges, as well as their typically developing peers. Granting the requested Special Exception Use will allow this facility to provide essential local services that are currently limited or unavailable, while maintaining compatibility with the neighborhood through careful design, strict operational controls, and community-oriented programming.

Primary Contact Email

info@bc5construction.com

AGENT/APPLICANT

FIRST NAME	LAST NAME
Marie	rogers

Business Name

ATP 21, LLC

ADDRESS

9197 S US Hwy 1

CITY	STATE	ZIP
Port St Lucie	FL	34952

EMAIL PHONE

info@werockthespectrumportstlucie.com	5617078542

AUTHORIZED SIGNATORY OF CORPORATION

FIRST NAME	LAST NAME
Marie	Rogers

ADDRESS

16508 75th Ave N

CITY	STATE	ZIP
Palm BEach Gardens	FL	33418

EMAIL	PHONE
info@werockthespectrumportstlucie.com	5617078542

PROJECT ARCHITECT/ENGINEER

FIRST NAME	LAST NAME

Business Name

ADDRESS

CITY	STATE	ZIP

EMAIL	PHONE

PROPERTY OWNER

Business Name

David Andrews

ADDRESS

PO BOX 1610

CITY	STATE	ZIP
Cockeysville	MD	21030

EMAIL	PHONE
joanna6@gmail.com	(443) 553-6711

FINAL PERMIT INSPECTION REQUIRED BY:

From the Desk of
Christopher Holder and
Margaret D. Andrews

January 12, 2026

City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

RE: We Rock the Spectrum

To whom it may concern,

This letter is in response to We Rock the Spectrum's request for permission to submit a Special Exception Use Application for our property located at 9197 S. US #1, Port St. Lucie, FL 34952, to the City of Port St. Lucie. As managers of the partnership, we hereby grant permission to ATP 21, LLC, a Florida limited liability company, d/b/a We Rock the Spectrum (Tenant) to do so as well as the authorization to sign any related documents. If there are any questions by the City, please reach out to us directly at (805) 294-5336.

Sincerely,

Christopher Holder
_____
Christopher Holder
Owner and Manager

Margaret D. Andrews
_____
Margaret D. Andrews
Owner and Manager

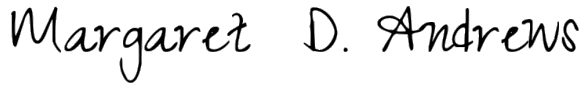
xodo sign
by apryse

Audit Trail

Document Details

Title	City of PSL Holder ATP 21 letter.pdf
File Name	City of PSL Holder ATP 21 letter.pdf
Document ID	a0d03262c99445ce8a60fbf9b8c924fb
Fingerprint	c29464026ec0c4d2391525470c0bd114
Status	Completed

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Document Created	Document Created by Alex Aydelotte (alex@florida-commercial.net) Fingerprint: d5ea4594e884abbe8b0644c001df0152	Jan 12 2026 09:22PM UTC
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Document Viewed	Document Viewed by Christopher Holder (stoholder@gmail.com) IP: 209.178.134.253	Jan 12 2026 09:40PM UTC
Document Signed	Document Signed by Christopher Holder (stoholder@gmail.com) IP: 209.178.134.253 	Jan 12 2026 09:41PM UTC
Document Sent	Document Sent to Margaret D. Andrews (wiggie.andrews@gmail.com)	Jan 12 2026 09:41PM UTC
Document Viewed	Document Viewed by Margaret D. Andrews (wiggie.andrews@gmail.com) IP: 129.222.201.20	Jan 13 2026 02:00AM UTC
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JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4258898 OR BOOK 3943 PAGE 2660, Recorded 12/16/2016 03:21:17 PM Doc Tax: $0.70

Parcel Identification No: 3435-801-0001-000-1

This Instrument Prepared By and Return to:

Michael E. Leach, Esq.
2400 EAST COMMERCIAL BOULEVARD, SUITE 706
FORT LAUDERDALE, FLORIDA 33308

QUITCLAIM DEED

This Quitclaim Deed, made this 30 day of **November, 2016** by, **HEARTLAND BANK AND TRUST COMPANY as TRUSTEE for the E.W. ANDREWS TRUST FBO Margaret Andrews,** whose address is: 333 South Main Street, Farmer City, IL 61842, Grantors, and,

MARGARET ANDREWS, whose address is: Calle 13 203A, Garcia Gineres, Merida, Yucatan, Mexico 97070, Grantee.

Witnesseth, that the Grantor, for and in consideration of the sum of --------TEN & NO/100 ($10.00)---------- DOLLARS, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and quitclaimed to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of St. Lucie, State of Florida, to-wit:

An undivided twenty three and 13/100 percent (23.13%) interest in the following legally described real property, to wit:

Parcel A - Lot 1, WALTON ROAD JOINT VENTURE, according to the map or plat thereof, as recorded in Plat Book 42, Page 13, of the Public Records of St. Lucie, Florida.

Parcel B, - An easement created by Easement and Use Agreement, recorded in Official Records Book 1739, Page 1232, of the Public Records of St. Lucie County, Florida.

The subject property is not the homestead of either grantor nor is it contiguous to the homestead of either grantor.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

In Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

HEARTLAND BANK AND TRUST COMPANY
As Trustee for the E.W. ANDREWS TRUST FBO
MARGARET ANDREWS

Christy Strutner
Witness #1 Signature
Christy Strutner
Witness #1 Printed Name
Witness #2 Signature
Witness #2 Printed Name

Jean Johanns, Trust Officer
BY: JEAN JOHANNS, as Trustee

STATE OF ILLINOIS
COUNTY OF DeWITT

The foregoing instrument was acknowledged before me this 30 day of November, 2016, by **JEAN JOHANNS, as Trustee on behalf of Heartland Bank and Trust Company, as Trustee for the E.W. ANDREWS TRUST fbo MARGARET ANDREWS,** who is personally known to me or who has produced _____ as identification.

SEAL

Brian D. McDowell
Notary Signature

My Commission Expires:

"OFFICIAL SEAL"
Brian D. McDowell
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/25/2020

BRIAN D. McDOWELL
Printed Notary Signature

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LEASE AGREEMENT

This lease ("Lease") is made and executed on September 2, 2025 ("Effective Date"), by and between DAVID D ANDREWS, JOANN ANDREWS, MARGARET D ANDREWS, CHRISTOPHER HOLDER, AND ELIZABETH MACMANUS, herein referred to as "Landlord", and ATP 21, LLC, a Florida limited liability company, d/b/a WE ROCK THE SPECTRUM, herein referred to as "Tenant".

In consideration of the mutual covenants contained herein the parties agree as follows:

ARTICLE I
DEMISE AND DESCRIPTION OF PREMISES

Landlord hereby leases to Tenant the building, which consists of approximately **13,086 sq. ft.**, located at **9197 S US Highway 1, Port St. Lucie, Florida 34952**, County of St. Lucie, State of Florida. As used herein, the term "Premises" refers to the real property, together with improvements located thereon, more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference.

ARTICLE II
TERM

The term of this lease shall be for **ten (10) years and four (4) months**, commencing on **December 1, 2025 and ending March 31, 2036** (the "Term") unless extended as provided for in Article III. If the Landlord is unable to give possession of the Premises on the Commencement Date by reason of the holding over of any prior Lessee or Lessees, or for any other reason, an abatement of the rent to be paid hereunder shall be allowed Tenant under such circumstances and the Commencement Date shall not occur until Landlord delivers possession of the Premises to Tenant; and said abatement in rent shall be the full extent of Landlord's liability to Tenant for any loss or damage to Tenant on account of said delay in obtaining possession of the Premises. In the event Tenant continues to occupy the Premises after the termination of this Lease (as it may be extended by written agreement of the Landlord and Tenant), Tenant covenants and agrees, throughout the entire holdover period, to pay monthly rent equal to one hundred fifty percent (150%) or one and one-half times the Base Rental for the last full month immediately preceding the termination of this Lease. No possession by Tenant after the expiration of the terms of this Lease shall be construed to extend the term of this Lease. Throughout any holdover period Tenant shall be deemed a tenant-at-sufferance.

ARTICLE III
RENEWAL OPTIONS

FIRST OPTION TO RENEW

Provided Tenant has not defaulted hereunder, Landlord grants to Tenant the option to renew this Lease for one (1) additional term of five (5) years (the "First Option Term") commencing at the expiration of the original term of this Lease, under the same terms and conditions provided herein (subject, however, to the Rent Schedule attached hereto as Exhibit "B" and made a part hereof). In

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the event the Tenant desires to exercise such First Option Term,Tenant shall give Landlord not less than one hundred eighty (180) nor more than two hundred forty (240) days advance written notice prior to the expiration of the Term, of its intention to exercise its First Option Term.

SECOND OPTION TO RENEW

Provided Tenant has not defaulted hereunder, Landlord grants to Tenant the option to renew this Lease for a second term of five (5)years (the "Second Option Term") (for purposes herein, the Term, First Option Term and Second Option Term shall collectively be referred to as the "Term") commencing at the expiration of the First Option Term of this Lease, under the same terms and conditions provided herein (subject to the Rent Schedule, see Exhibit "B" hereof). In the event the Tenant desires to exercise such Second Option Term, Tenant shall give Landlord not less thanone hundred eighty (180) nor more than two hundred forty (240) days advance written notice prior to theexpiration of the First Option Term of its intention to exerciseits Second Option Term.

ARTICLE IV
RENT

Rent shall be due and payable per the Rent Schedule attached hereto as Exhibit "B" ("Rent") for the Term hereof on the first (1st) day of each and every month commencing on **April 1, 2026** ("Rent Commencement Date"). In addition to the Rent, Tenant shall be responsible for "Additional Rent" (see Article V below) together with all costs and expenses of the Premises, it being the purpose and intent of the Landlord and Tenant that this Lease and the rental shall be absolutely net to Landlord. In addition to Rent and to be included with each payment, Tenant shall pay the applicable sales tax (currently 3%), if any. For purposes herein, Rent shall include Additional Rent (see Article V hereof).

ARTICLE V
ADDITIONAL RENT

In addition to, and together with, the Rent (and applicable sales tax, if any), Tenant shall pay to Landlord, with each and every Rent payment, an amount equal to one-twelfth (1/12) of the annual costs and expenses for:

A. Real and personal property taxes (including all taxes and special assessments by governmental authority);

B. All insurance deemed necessary by Landlord to cover the Premises, including, but not limited to, (i) casualty and commercial general liability insurance; and (ii) such other coverages as Landlord deems necessary for the Premises and Tenant's occupancy thereof;

Tenant's Additional Rent charge for 2026 is estimated at **$7.00** per rentable square foot or **$7,633.50** per month, which shall be paid monthly with sales tax, if any, as set forth herein.

It is understood that the Additional Rent shall be adjusted by Landlord (on an annual basis) as deemed reasonably necessary by Landlord to cover all Additional Rent (and likely shall increase on an annual basis). Any adjustments to Additional Rent shall occur annually in a manner

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deemed reasonably necessary by Landlord.

ARTICLE VI
USE OF PREMISES

The Premises shall be used for the purposes of a **We Rock the Spectrum franchise, which includes retail sales of sensory equipment, toys, and children's items**. Tenant shall restrict its use to such purposes and shall not use or permit the use for any other purpose without the prior written consent of Landlord. Tenant shall be permitted to install and keep vending machines inside the Premises.

Also, Tenant shall not use or permit the Premises to be used in any manner other than a We Rock the Spectrum franchise that might result in an increase in the rate of insurance or a cancellation of any insurance policy. Nor shall Tenant sell, or permit to be kept, used, or sold, in or about the Premises, any article which may be prohibited by the standard form of fire insurance policies. Tenant shall, at its expense, comply with all requirements pertaining to the Premises, of any insuranceorganization or company, necessary for the maintenance of insurance, as herein provided, covering any building and appurtenances at any time located on the Premises, provided that, as to any insurance procured by Landlord, Tenant is provided written notice of such requirements.

ARTICLE VII
WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

Tenant shall not allow any waste or nuisance on the Premises or use or allow the Premises to be used for any unlawful purpose.

ARTICLE VIII
MAINTENANCE, REPAIRS AND DESTRUCTION OF PREMISES

1. Condition of Premises. Tenant acknowledges and agrees that Tenant has inspected the Premises and accepts the same in its current AS IS/WHERE IS condition subject to the terms and conditions of this Lease. Landlord shall deliver the HVAC systems, plumbing, ADA complaint restrooms, and electrical systems in good working order.

2. Maintenance of Improvements. Except as otherwise provided in Section 3 of this Article VIII, Tenant shall, throughout the term of this Lease, keep and maintain the Premises, including all enhancements of every kind which may be a part thereof, in good, sanitary, and neat order, condition, and repair, and, except as hereinafter specifically provided, restore, and rehabilitate any enhancements of any kind which may be destroyed or damaged during the Term of this Lease. Tenant shall be obligated to make repairs and maintain the Premises in a first-class condition (i.e. comparable to other first class retail properties in Port St. Lucie, Florida). Tenant shall maintain, replace and keep in good repair and operating order all other aspects of the Premises including the doors, ceiling, flooring, plate glass and windows, components of all mechanical systems which serve the Premises to include the air conditioning, ventilation and heating units and related equipment ("HVAC"), plumbing, electrical, and fire sprinkler systems and fire life safety

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installations within the Premises (collectively, "Mechanical Systems"). Tenant shall be responsible for the first $1,500.00 of any repair or replacement required to the HVAC systems. Landlord shall be responsible for the portion of the costs exceeding $1,500.00 for any repair or replacement required to the HVAC systems, except however for any such repair or replacement resulting from the negligence or willful misconduct of Tenant, its guess, agents, contractor's or invitees. Notwithstanding the foregoing, if any HVAC system is more than 10 years old at the time of the Commencement Date, then Tenant shall have no responsibility towards the cost of any replacement required to such HVAC system. Tenant, at Tenant's sole cost, shall arrange for the bi-annual maintenance of the HVAC systems and equipment with a recognized and reputable heating and air conditioning (HVAC) contractor who will carry out such maintenance on a scheduled basis. Tenant will furnish the name of the contractor and a copy of the maintenance program to Landlord. If Tenant fails to maintain the HVAC Systems in accordance with this provision, then Landlord shall have no responsibility for costs toward the repair or replacement of the HVAC Systems during the term of this Lease or any extensions hereof. Notwithstanding anything contained herein to the contrary, any repairs and/or replacements made necessary due to the acts, omissions, or negligence of Tenant (including its employees, agents, invitees, licensees, visitors, or contractors) shall be completed by Tenant at Tenant's sole cost and expense to the reasonable satisfaction of Landlord without any contribution by Landlord. Tenant shall be responsible for the maintenance and repair of the exterior parking lot.

3. Landlord Maintenance. Landlord shall maintain the roof and the structural integrity of the building at its sole cost.

4. Damage to and Destruction of Improvements. The damage, destruction, or partial destruction of the building or other improvement which is a part of the Premises shall not release Tenant from any obligations hereunder, except as hereinafter expressly provided, and in case of damage to or destruction of the building or improvements by Tenant, Tenant, at its own expense, shall promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction. If the Premises shall be damaged by fire or other casualty through no fault of Tenant, Landlord covenants and agrees that it will promptly, at its own expense, cause such damages to be repaired with reasonable dispatch, excluding however Tenant's build out and other Tenant improvements which shall be repaired by Tenant, at Tenant's expense, and if, by reason of such damage, the Premises are rendered untenantable in whole or in part to such an extent that Tenant is unable to reasonably conduct its business during or until the making of said repairs, then in such event, the Rent for such period shall abate with respect to the portion of the Premises which is untenantable. If said Premises are damaged by fire or other casualty, to the extent that the same cannot be repaired within a period of one hundred twenty (120) days, or to the extent that it is not economically feasible to repair the same without having to substantially rebuild the building, then in such event, Tenant or Landlord shall have the option to terminate this Lease by notice in writing at any time within ninety (90) days after the date of such fire or other casualty, and thereupon this Lease shall terminate, and Tenant shall vacate the Premises and surrender possession of the same to Landlord. Notwithstanding anything contained herein to the contrary, should said damage or destruction be caused by Tenant, or its employees, invitees, licensees, agents, visitors or contractors, said repairs/replacements shall be completed by Tenant at Tenant's sole cost and expense subject to the reasonable approval of Landlord and in such case, Tenant shall not have the right to terminate this Lease and Rent shall continue to be due and payable without interruption.

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ARTICLE IX
UTILITIES

Tenant shall contract for and promptly pay directly to the vendor, on a timely basis, all electricity, telephone and internet service, burglar alarm monitoring, fire life safety monitoring and inspection services, landscape/lawn maintenance, garbage/waste, water and sewer, and other separately metered public utilities of every kind furnished to the Premises throughout the Term hereof.

ARTICLE X
INSURANCE

Tenant shall take out and keep in force during the Term of this Lease, at Tenant's expense, comprehensive general liability, property damage, liquor license, workmen's compensation, and other insurance to protect both Landlord and Tenant from any liability to the public whether for injury to persons or property, incident to the use or possession of or resulting from any accident occurring in or about the Premises, with minimum liability amounts of ONE MILLION AND NO/100THS DOLLARS ($1,000,000.00) for each injury and TWO MILLION AND NO/100THS DOLLARS ($2,000,000.00) for each occurrence. Such policy shall be with a company and in a form satisfactory to Landlord and shall specifically designate that Landlord is an additional named insured thereunder. All insurance required of Tenant under this Lease shall contain a provision that the insurer will not cancel nor materially change the insurance without first giving Landlord fifteen (15) prior days' written notice.

ARTICLE XI
DAMAGE/CONDEMNATION

In the event the Premises shall be taken, in whole or inpart, by condemnation or the exercise of right of eminent domain, the Landlord may terminate this Lease by written notice to Tenant and any prepaid Rent shall be proportionately refunded. All damages awarded for such taking, whether for the fee or the leasehold interest shall belong to and be the property of Landlord.

If such damage or destruction reasonably cannot be repaired or rebuilt within one hundred eighty (180) days from the happening thereof, Landlord shall notify Tenant within forty-five (45) days after the happening whether or not Landlord will repair or rebuild. If Tenant does not receive such written notice within such forty-five (45) day period, then Landlord shall be deemed to have elected to repair and rebuild such damage or destruction. If Landlord elects not to do so, this Lease shall be terminated, in which event the parties shall be relieved from their respective obligations which would otherwise thereafter accrue. If the Landlord shall elect or be deemed tohave elected to repair or rebuild, Landlord shall specify the time within which such repairs or rebuilding will be completed,and Tenant may elect, within forty-five (45) days after receipt of such notice, (a) to terminate this Lease, or (b) to extend the Term by the period of time equivalent to the time from the happening of such damage or destruction until the Premises are restored to their former condition. In the event Tenant elects to extend the Term or shall fail to terminate within the time specified, Landlord shall repair or rebuild the Premises to their condition at the time of original delivery to Tenant, in accordance with Tenant's then current design prints and within the time specified in the notice, subject to

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delays beyond its control, and Tenant shall be entitled to an abatement of Rent in the manner hereinbefore set forth and this Lease shall continuein full force and effect.

ARTICLE XII
ALTERATION, ADDITIONS, AND IMPROVEMENTS

Tenant shall not improve, alter, or erect any improvements(including signage) on the Premises, in any manner without the prior written consent of Landlord and shall, before making any improvements or alterations, submit plans and designs therefor to Landlord for its approval, which shall not unreasonably be withheld. Tenant shall have the right to install its signage on the building and the monument sign, subject to prior approval by Landlord and as per applicable municipal code. All costs and expenses associated with any and all such improvements, shall be the sole responsibility of Tenant, which costs and expenses shall be paid by Tenant in a timely manner. In the event the plans and designs are disapproved by Landlord, such improvements or alterations shall be made only with such changes as may be required by Landlord. Tenant covenants that any such improvements and alterations shall be made in a workmanlike manner and in compliance with all applicable federal, state, and municipal laws and regulations. Further, Tenant shall provide Landlord with true and correct copies of all plans, specifications, construction drawings and any and all submittals, applications, permits and approvals associated with said work on the Premises. All improvements or alterations erected or made on the Premises shall on expiration or sooner termination of this lease belong to Landlord without compensation to Tenant, provided, however, Landlord shall have the option, to be exercised upon approval of the plans to require Tenant to remove any or all such improvement or alterations that are not attached or affixed to the building at the end of the Lease term or sooner termination of this Lease. It is further understood and agreed by Tenant that Tenant shall not make or permit liens or other encumbrances on the Premises in connection with any work, including the Tenant Improvements, to be completed on the Premises.

ARTICLE XIII
ASSIGNMENT, SUBLEASE, OR LICENSE

Tenant shall not assign or sublease the Premises, or any right or privilege connected therewith, or allow any other person except agents and employees of Tenant to occupy the Premises or any part thereof without first obtaining the written consent of Landlord which consent shall not be unreasonably withheld. A consent by Landlord shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. All costs and expenses incurred by Landlord in connection with an assignment or sublease (proposed or otherwise) shall be paid by Tenant. Any unauthorized assignment, sublease, or license to occupy by Tenant shall be void and shall terminate the lease at the option of Landlord. The interest of Tenant in this lease is not assignable by operation of law without the written consent of Landlord.

To the extent that Landlord's consent to any assignment or sublease is directed to reasonableness, (by way of example and without limitation) it shall be reasonable for Landlord to withhold its consent if any of the following situations exist: (a) the use to which the Premises will be put by the proposed assignee or subtenant (hereinafter collectively referred to as "transferee") is different than the use set forth in this Lease; (b) the proposed transferee's financial condition is inadequate, in Landlord's reasonable opinion, to support all of the financial and other obligations

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of Tenant under this Lease; (c) the business reputation, experience, background or character of the proposed transferee is not reasonably acceptable to Landlord; (d) the proposed transferee is not likely, in Landlord's reasonable opinion, to conduct on the Premises a business of a quality substantially equal to that conducted by Tenant; (e) Landlord has not received assurances acceptable to Landlord in its sole discretion that all past due amounts owing from Tenant to Landlord, if any, will be paid and all other defaults on the part of Tenant, if any, will be cured prior to the effective date of the proposed transfer; or (f) if Landlord's lender requires consent to any modification, assignment or subletting, then it shall be deemed reasonable for Landlord to refuse the transfer if the lender does not consent after Landlord's good faith, diligent effort.

ARTICLE XIV
BREACH

The appointment of a receiver to take possession of the assets of Tenant, a general assignment for the benefit of the creditors of Tenant, any action taken or allowed to be taken by Tenant under any bankruptcy act, or the failure of Tenant to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Tenant shall have fifteen (15)days after receipt of written notice from Landlord in the case of a monetary default (i.e. failure to pay Rent, including Additional Rent, or make any other payments hereunder) or thirty (30) day in the case of a non-monetary default to correct the conditions specified in the notice. If the nature of the non-monetary default is of a nature that cannot be reasonably cured in thirty (30) days, then the period of correction shall be extended to a reasonable length provided Tenant diligently peruses remedy of the default within thirty (30) days of the Landlord's notice.

ARTICLE XV
REMEDIES OF LANDLORD FOR BREACH BY TENANT

Landlord shall have the following remedies in addition to its other rights and remedies in the event Tenant fails to comply with any of the terms of this Lease and fails to cure breach within five (5) days for monetary (i.e. non-payment of Rent) or thirty (30) days if a non-monetary default as forth in Article XV.

1. Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, store the property in a public warehouse or at a place selected by Landlord, at the expenseof Tenant.

2. After re-entry Landlord may terminate the lease on giving three (3) days' written notice of termination to Tenant. Without such notice, re-entry will not terminate the Lease. On termination Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the worth of the balance of this Lease in excess of the reasonable rental value of the Premises for the remainder of the lease Term, which sum shall be immediately due Landlord from Tenant.

3. After re-entering, Landlord may relet the Premises or any part thereof for any term without terminating the Lease, at such rent and on such terms as it may choose. Landlord may make alterations and repairs to the Premises. The duties and liabilities of the parties if the Premises are relet as provided herein shall be as follows:

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(a) In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for the alternations and repairs made, and for the difference between the Rent received by Landlord under the new lease agreement and the Rent that is due for the same period under this Lease. The cost of alterations made are not to exceed the value of the rent to be paid by the future Tenant.

(b) Landlord at its option shall have the right to apply the Rent received from reletting the Premises (1) to reduce Tenant's indebtedness to Landlord under the Lease, not including indebtedness for Rent, (2) to expenses of the reletting and alterations and repairs made, (3) to Rent due under this Lease, or (4) to payment of future Rent under this lease as it becomes due.

4. After re-entry, Landlord may procure the appointment of a receiver to take possession and collect any and all Rent. Proceedings for appointment of a receiver by Landlord, or the appointment of a receiver and the conduct of the business of Tenant by the receiver, shall not terminate and forfeit this Lease unless Landlord has given written notice of termination to Tenant as provided herein.

5. Any payment required hereunder, including but not limited to Rent, not received by Landlord within five (5) days when due, shall incur a late fee of ten percent (10%) of said payment.

ARTICLE XVI
ATTORNEY'S FEES

In the event a suit shall be brought for recovery of possession of the Premises, for the recovery of Rent or other amounts due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Landlord or Tenant to be kept or performed, and a breach shall be established, the defaulting party shall pay to the other party all expenses incurred therefore, including reasonable attorney's fees and court costs, including those incurred in appellate proceedings.

ARTICLE XVII
QUIET ENJOYMENT AND SUBORDINATION

Landlord hereby covenants and warrants that, subject and subordinate to any prior or subsequent mortgages covering the Premises, it is the LANDLORD of the Premises and that Tenant, on payment of Rent and all other payments required herein provided for and performance of the provisions hereof on its part to be performed, shall and may peacefully possess and enjoy the Premises during the term hereof without any interruption or disturbance. This Lease is subordinate to prior or subsequent mortgages covering the Premises. If any mortgage is foreclosed, then: (a) this lease shall continue; and (b) Tenant's quiet possession shall not be disturbed if Tenant is not in default; and (c) Tenant shall attorn to and recognize the mortgagee or purchaser at foreclosure sale (Successor Landlord) as Tenant's landlord for the remaining Term of this Lease. The Successor Landlord shall not be bound by: (i) any payment of rent or additional rent for more than one (1) month in advance, except the security deposit and free rent, if any, specified in this Lease; and (ii) any amendment, modification, or ending of this Lease without Successor Landlord's consent after the Successor Landlord's name is given to Tenant, unless the amendment, modification, or ending is

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specifically authorized by the original lease and does not require Landlord's prior agreement or consent; and (iii) any liability for any act or omission of a prior landlord. This article is self-operating, but Tenant shall promptly execute and deliver such further documents evidencing the subordination of this Lease to any prior or subsequent mortgages covering the Premises as may be required by any existing or future mortgagee or lending institution in order for the Landlord to obtain financing with regard to the Premises.

ARTICLE XVIII
RADON GAS

Pursuant to Section 404.056(8), Florida Statutes, Landlord hereby discloses to Tenant that 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.

ARTICLE XIX
CONSENT AND NOTICES

Any consent required or permitted to be given by any partyunder this Lease shall not be unreasonably withheld. Any notices required or permitted to be delivered hereunder must be in writing and sent by electronic mail or at such other address (or email as specified) or the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at the respective addresses set out opposite their name below, or at such other address as they have specified by written notice delivered in accordance herewith:

LANDLORD: Christopher Holder

1010 San Roque Road

Santa Barbara, CA 93105

TENANT: ATP 21, LLC

16508 75th Ave North

Palm Beach Gardens, FL 33418

ARTICLE XX
ENTIRE AGREEMENT, MODIFICATION, SEVERABILITY

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This lease contains the entire agreement between the parties and shall not be modified in any way except by an instrument in writing executed by the parties. If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XXI
BINDING EFFECT

The terms, provisions and covenants and conditions containedin this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided.

ARTICLE XXII
PURPOSELY
OMITTED

ARTICLE XXIII
INDEMNITY

Except to the extent caused by Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for any injury to person or damage to property caused by or resulting from the use or condition of the Premises. Tenant expressly agrees to indemnify Landlord against and hold it harmless from all claims for damage to property or injury to person (including expenses incurred for reasonable attorney's fees) arising out of the use or occupancy of the Premises by Tenant, or its employees, agents, customers, licensees, or invitees, or out of the performance of any work on or the making of any repairs to the Premises by Tenant, or its employees or agents, or by any independent contractor engaged by Tenant except to the extent caused by Landlord's gross negligence or intentional misconduct. Tenant shall not be liable for any injury to person or damage to property caused by or resulting from the use or condition of the Premises to the extent caused by Landlord's gross negligence or intentional misconduct.

Tenant shall be in exclusive control and possession of the Premises during the term of the Lease, and any extension or renewal thereof, and Landlord shall not be liable, and Tenant does hereby waive and hold Landlord harmless for any liability or damage claims for injury to person or property from any cause relating to the occupancy of the Premises by Tenant, including, without limitation, those arising out of damages or losses occurring during the term of this Lease or any extension or renewal thereof; except however for the gross negligence of its agents and licensees in connection with the Premises.

Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and Property of Landlord of which the Premises forms a part for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed and/or performed by Landlord, subject, however, to the prior rights of any

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ground or underlying lessors or the holder of any mortgage covering the Property, and no other assets of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim. In the event Landlord conveys or transfers its interest in the Property or in this Lease, except as collateral security for a loan, upon such conveyance or transfer Landlord shall be entirely released and relieved from all liability with respect to the performance of any covenants and obligations on the part of the Landlord to be performed hereunder; it being intended hereby that the covenants and obligations on the part of Landlord to be performed hereunder shall be binding on its successors and assigns.

ARTICLE XXIV
HURRICANE/STORM PREPARATION

It is understood that in the event of any hurricane, storm or other event which requires the boarding up or securitizing of the Premises, it shall be Tenant's sole and exclusive obligation to insure that the Premises is fully secured and kept safe to the extent reasonably possible, or should any additional steps be reasonably required, Tenant agrees to take whatever reasonable and necessary precautions so to protect the Premises.

ARTICLE XXV
LIENS OR OTHER ENCUMBRANCES

The interest of Landlord in the Premises shall not be subject in any way to any liens, including constructions liens, for improvements to or other work performed in the Premises by or on behalf of Tenant. Tenant shall keep the Premises free and clear of any liens arising out of work performed or caused to be performed by Tenant and shall indemnify, hold harmless and defend Landlord from any liens and encumbrances arising out of any work performed or materials furnished to at the direction of Tenant. If any lien is filed, Tenant shall do all acts necessary to discharge such lien within ten (10) days of filing, or if Tenant desires to contest any lien, then Tenant shall deposit with Landlord such security as Landlord shall deem necessary to insure the payment of the lien claim. If Tenant shall fail to pay any lien claim when due or shall fail to deposit the security with Landlord, then Landlord shall have the right to expend all sums necessary to discharge the lien claim, and Tenant shall pay as additional Rent, when the next rental payment is due all sums expended by Landlord in discharging any lien, including reasonable attorney's fees and costs.

ARTICLE XXVI
CONDITION OF PREMISES

Tenant acknowledges and agrees that Tenant has had adequate opportunity to inspect the Premises and is familiar with the condition thereof. Accordingly, Tenant accepts the Premises in its current AS-IS/WHERE-IS condition without any representations or warranties from Landlord. In the event, during the Term of this Lease, that there is determined to be any violations of type or nature (including violations of the "American Disabilities Act"), Tenant agrees to assume all responsibilities to correct same, including payment of all costs, fees and penalties as a result of said violation. Accordingly, upon the execution of this Lease, and subject to the terms contained herein, there shall be no conditions or contingencies to the obligations contained herein.

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ARTICLE XXVII
GUARANTY

In consideration of this Lease, and as a material inducement to Landlord in executing this Lease, it is understood and agreed that Marie R. Roger shall execute the guaranty of Tenant's obligations hereunder, said "Lease Guaranty" to be in the form as attached hereto as Exhibit "C" and made a part hereof.

ARTICLE XXVIII
PREPAID RENT AND SECURITY DEPOSIT

Upon the execution of this Lease, Tenant agrees to pay Landlord the sum of **$28,353.00** as a security deposit to secure Tenant's performance hereunder and **$18,353.00** as Rent, which includes Additional Rent, for the month of April 2026. Total due at Lease execution: **$46,706.00.** The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant or Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Landlord may, from time to time, without prejudice to any other remedy, apply the Security Deposit to arrearage of rent or the cost of performing any of the covenants or obligations of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter Landlord shall have no further liability for the return of such Security Deposit. . Landlord shall not be obligated to hold the Security Deposit in a separate fund, but may mix the deposit with other funds of Landlord. Interest earned on the Security Deposit, if any, shall belong to the Landlord. In the event that Tenant Defaults under the Lease Landlord may retain the Security Deposit and apply it towards arrears in rental payments and/or damages suffered as a result of such breach, without limiting the right of Landlord to further proceed against Tenant as provided in this Lease.

ARTICLE XXIX
TENANT IMPROVEMENT ALLOWANCE

Landlord shall provide Tenant a Tenant Improvement Allowance in the amount of **$50,000.00** to be used towards the cost of Tenant's build-out, which shall be completed by Tenant at Tenant's cost. The Tenant Improvement Allowance shall be paid to Tenant in the form of a $50,000.00 Rent credit, which shall be applied as $10,000.00 incremental monthly Rent credits for the initial Five (5) months of this Lease (4/1/2026 – 8/30/2026), as noted in the attached Exhibit B.

ARTICLE XXX
LANDLORD'S LIEN

Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Premises, and such property shall be and remain subject to such lien and security interest of Landlord for payment of all Rent and other sums to be paid by Tenant herein and for the performance by Tenant of all Tenant's obligations hereunder. The provisions of this paragraph relating to such lien and security interest shall constitute a security agreement under the Uniform Commercial Code of the State of Florida so that Landlord shall have

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and may force a security interest on all property of Tenant now or hereafter placed in or on the Premises, in addition to and cumulative with Landlord's liens and rights provided by law or by the other terms and provisions of this Lease. Tenant agrees to execute as debtor such financing statement or statements and such other documents as Landlord may now or hereafter request in order to perfect, continue or further protect Landlord's security interest. In the event Landlord retakes possession of the Premises in exercise of Landlord's rights hereunder, Landlord may remove any personal property located on the Premises and place same in storage without notice or liability to Tenant for such removal. Such property may be placed in a commercial storage facility in the name of Tenant and Tenant shall be liable for the cost of such removal and storage as additional rent hereunder. In the event Tenant does not pay the storage costs, the property stored may be abandoned by Landlord, which shall have no obligation and no liability for declining to pay such costs to protect such property. The foregoing rights shall be in addition to Landlord's claim for Landlord's lien and Landlord's rights under Chapter 715 Florida Statutes.

ARTICLE XXXI
BROKERS

Landlord and Tenant represent and warrant to each other that neither of them has employed, engaged or consulted with any broker in connection herewith except for Florida Commercial Enterprises, LLC, and Signature International Premier Properties, LLC (the "Brokers"). Landlord and Tenant hereby agree to indemnify and hold each other harmless against any loss, expense or liability with respect to any claims for commissions or brokerage fees arising out of any breach of the foregoing representation and warranty. Landlord has agreed to pay Brokers a commission in accordance with a separate written agreement.

ARTICLE XXXII
MISCELLANEOUS

Landlord does not warrant that any of the services that Landlord may supply will be free from interruption. Tenant acknowledges that any one or more of such services may be suspended by reason of an accident, repair, alterations or improvements, by strikes or lockouts, by reason of operation of law, acts of war, terrorism and bioterrorism, pandemic, or other causes beyond the reasonable control of Landlord. No such interruption or discontinuance of service shall ever be deemed an eviction or a disturbance of Tenant's use, enjoyment and possession of the Premises or any part thereof, nor render Landlord liable to Tenant for damages by abatement or reduction of any Monthly Base Rent or Additional Rent, nor relieve Tenant from any payment or performance obligations under this Lease unless due to the gross negligence or willful misconduct of Landlord. If Landlord's performance of any obligation hereunder is prevented, delayed, retarded or hindered by acts of God, weather conditions, restrictions imposed by any governmental agency, fire or other casualty, labor strikes, pandemic, material shortages, construction delays, war, flood, or other delays beyond the reasonable control of the Landlord (each, a "Force Majeure Event"), then the Landlord may extend the time for performance for a period of time equivalent to the period of such delay but not exceeding an additional 270 days.

The parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Lease occurred or will occur in St. Lucie County, Florida, and that the Premises is located in St. Lucie County, Florida. Therefore, without limiting the jurisdiction or

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venue of any other federal or state courts, each of the parties irrevocably and unconditionally (a) agrees that any suit, action or legal proceeding arising out of or relating to this Lease will be brought in the courts of record of the State of Florida in St. Lucie County or the court of the United States, Southern District of Florida; (b) consents to the jurisdiction of each court in any suit, action or proceeding; and (c) waives any objection which it may have to the laying of venue of any suit, action or proceeding in any of the courts.

All covenants, agreements, representations and warranties made in this Lease or otherwise made in writing by any party pursuant to this Lease will survive the execution and delivery of this Lease and the consummation of the transactions contemplated.

The failure or delay of any party at any time to require performance by another party of any provision of this Lease, even if known, will not affect the right of that party to require performance of that provision or to exercise any right, power or remedy, and any waiver by any party of any breach of any provision of this Lease should not be construed as a waiver of any continuing or succeeding breach of provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Lease. No notice to or demand on any party in any case will, of itself, entitle a party to any other or further notice or demand in similar or other circumstances.

Tenant shall comply with all laws, ordinances, rules and/or regulations applicable to the use and occupancy of the Premises by Tenant and the business therein conducted by Tenant as such laws, ordinances, and/or regulations have been promulgated by public authorities having jurisdiction over the Tenant, the Premises, and/or the business of Tenant. Notwithstanding the foregoing, or anything to the contrary contained herein, in the event there is a legal requirement to make a repair, alteration or improvement to the Premises, Tenant shall be obligated to comply with the same only if such compliance is necessitated by Tenant's improper acts or omissions (when there is a duty to act), negligence or specific manner of use of the Premises, in contradistinction to mere use of the Premises as permitted in this Lease and in no event shall Tenant be responsible for structural repairs, replacements or alterations to the Premises.

If at any time while this Lease is in effect, Landlord receives a bona fide offer (an "Offer"), from any third party to purchase the Premises and Landlord desires to accept the Offer, Landlord shall notify Tenant in writing of the Offer, with such notice containing a copy of the contract and all other applicable terms and conditions ("Landlord's Notice"). Tenant shall then have the right to purchase the Premises at the purchase price and on the other terms and conditions set forth in Landlord's Notice, on or before the date which is agreed to with the third party. Tenant's right under this Lease is referred to as the "Right of First Refusal." Tenant shall exercise the Right of First Refusal, if at all, by providing Landlord written notice ("Notice of Exercise"), within seven (7) days after receipt by Tenant of the complete Landlord's Notice, and Tenant shall purchase the Premises pursuant to the same terms and conditions as set forth in Landlord's Notice. If Tenant does not timely provide Landlord with the Notice of Exercise, Landlord may offer the Premises to the third party on the terms set forth in Landlord's Notice.

[Signature Page Follows]

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LANDLORD:
MARGARET D. ANDREWS

Margaret "Wiggie" D. Andrews

LANDLORD:
DAVID D. ANDREWS

David D. Andrews

LANDLORD:
JOANN ANDREWS

Joann Andrews

LANDLORD:
CHRISTOPHER HOLDER

Christopher Holder

LANDLORD:
ELIZABETH MACMANUS

Elizabeth MacManus

TENANT:
ATP 21, LLC

By: 09/02/2025 6:11 PM EDT
Print: Marie Roger
Its: _____

TotalBrokerage e-signature identifier: 5b451197-8e1d-4b2c-86d5-f4bb20849a1b

EXHIBIT A
Real Property

Legal Description: WALTON ROAD JOINT VENTURE (PB 42-13) LOT 1 (3.266 AC) (MAP 34/35S) (OR 2085-530: 3201-2803; 3245-470: 3398-2711; 3455-1838: 3687-2681: 3943-2660)

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EXHIBIT B
Rent Schedule

Lease Year	Monthly Rent	Monthly Additional Rent	Monthly Total
12/01/25 – 03/31/26	$0.00	$0.00	$0.00
04/01/26 – 08/31/26	$10,719.50	$7,633.50	$18,353.00
09/01/26 – 03/31/27	$20,719.50	$7,633.50	$28,353.00
04/01/27 – 03/31/28	$21,341.09	TBD	TBD
04/01/28 – 03/31/29	$21,981.32	TBD	TBD
04/01/29 – 03/31/30	$22,640.76	TBD	TBD
04/01/30 – 03/31/31	$23,319.98	TBD	TBD
04/01/31 – 03/31/32	$24,019.58	TBD	TBD
04/01/32 – 03/31/33	$24,740.17	TBD	TBD
04/01/33 – 03/31/34	$25,482.38	TBD	TBD
04/01/34 – 03/31/35	$26,246.85	TBD	TBD
04/01/35 – 03/31/36	$27,034.25	TBD	TBD

*Option Period(s) Rent shall continue to increase by 3%, and Additional Rent is subject to actual costs. Additional Rent subject to change based on actual costs.

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EM JA DDA

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EXHIBIT C
Form of Lease Guaranty

MDA CH

September

In order to induce DAVID D ANDREWS, JOANN ANDREWS, MARGARET D ANDREWS, CHRISTOPHER HOLDER, AND ELIZABETH MACMANUS ("Landlord") to enter into a Lease with ATP 21, LLC ("Tenant"), said Lease being dated ~~August~~ 2, 2025, and to grant to Tenant such renewals, extensions, forbearances, releases, or other relinquishment of legal rights as Landlord may deem advisable, and for other valuable considerations, the receipt and sufficiency of which are hereby dully acknowledged, the undersigned ("Guarantor"), hereby guarantees, absolutely and unconditionally, to the Landlord, its successors and assigns, the full and prompt performance of all covenants, conditions and agreements under the above referenced Lease, by Tenant, including, but not omitted to, payment of rent and tenant improvement obligations. The Guarantor expressly agrees that the validity of this Agreement and its obligations hereunder shall in no way be terminated, affected, or impaired by reason of the granting by the Landlord of any indulgence to the Tenant or by reason of the assertion by the Landlord against the Tenant of any of the rights or remedies reserved to the Landlord pursuant to the provisions of such Lease. This Guaranty shall remain and continue in full force and effect for the entire term of the Lease (i.e. 10 years) together with any renewal periods if so exercised (said period being hereafter referred to as the "Guaranty Term") and shall be automatically null and void after the expiration of the Term of the Lease (including the renewal term(s) and no written release or termination from Landlord shall be necessary). During the Guaranty Term, this Guaranty shall be effective as to any modifications of such Lease whether or not the Guarantor shall have received any notice of or consented to modification. Guarantor's liability under the Guaranty shall be primary, and in any right of action which shall accrue to the Landlord under such Lease, the Landlord may at its option proceed against the Guarantor and the Tenant, jointly and severally, and may proceed against the Guarantor without having commenced any action against or having obtained any judgment against the Tenant.

The failure of the Landlord to insist in any one or more instances upon a strict performance or observance of any term, provision, or covenant of the aforesaid Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver of relinquishment for the future of such term, provision, covenant, or right, but the same shall continue and remain in full force and effect. Receipt by the Landlord of rent with knowledge of the breach of any provisions of such Lease shall not be deemed a waiver of such breach.

This Lease Guaranty has been executed on this 2 day of September, 2025.

Signed, sealed, and delivered
in the presence of:

09/02/2025 6:00 PM EDT
Aaron Oken
Witness

Rony Perrin
09/02/2025 6:13 PM EDT
Rony Perrin
Witness

"GUARANTOR"
Marie R. Roger

09/02/2025 6:11 PM EDT

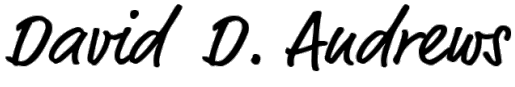
xodo sign
by apryse

Audit Trail

Document Details

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Fingerprint	90334426616bad768d93521bff2a1995
Status	Completed

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Document Sent	Document Sent to Margaret D. Andrews (wiggie.andrews@gmail.com)	Sep 03 2025 06:36PM UTC
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Andrews-David, Joann, Margaret - Children's Gym

Special Exception Use

Project No. P25-197

Planning and Zoning Board Meeting

Ivan Betancourt, Planner I

February 3, 2026

Request Summary

Owner:	David D Andrews, Joann Andrews, and Margaret D Andrews c/o CVS
Applicant:	Marie Rogers
Location:	West of S US Highway 1 and north of SE Veterans Memorial Pkwy
Request:	Special Exception Use (SEU) to permit 7,114.78 square feet of enclosed assembly space as part of a proposed recreational facility for children.

Background

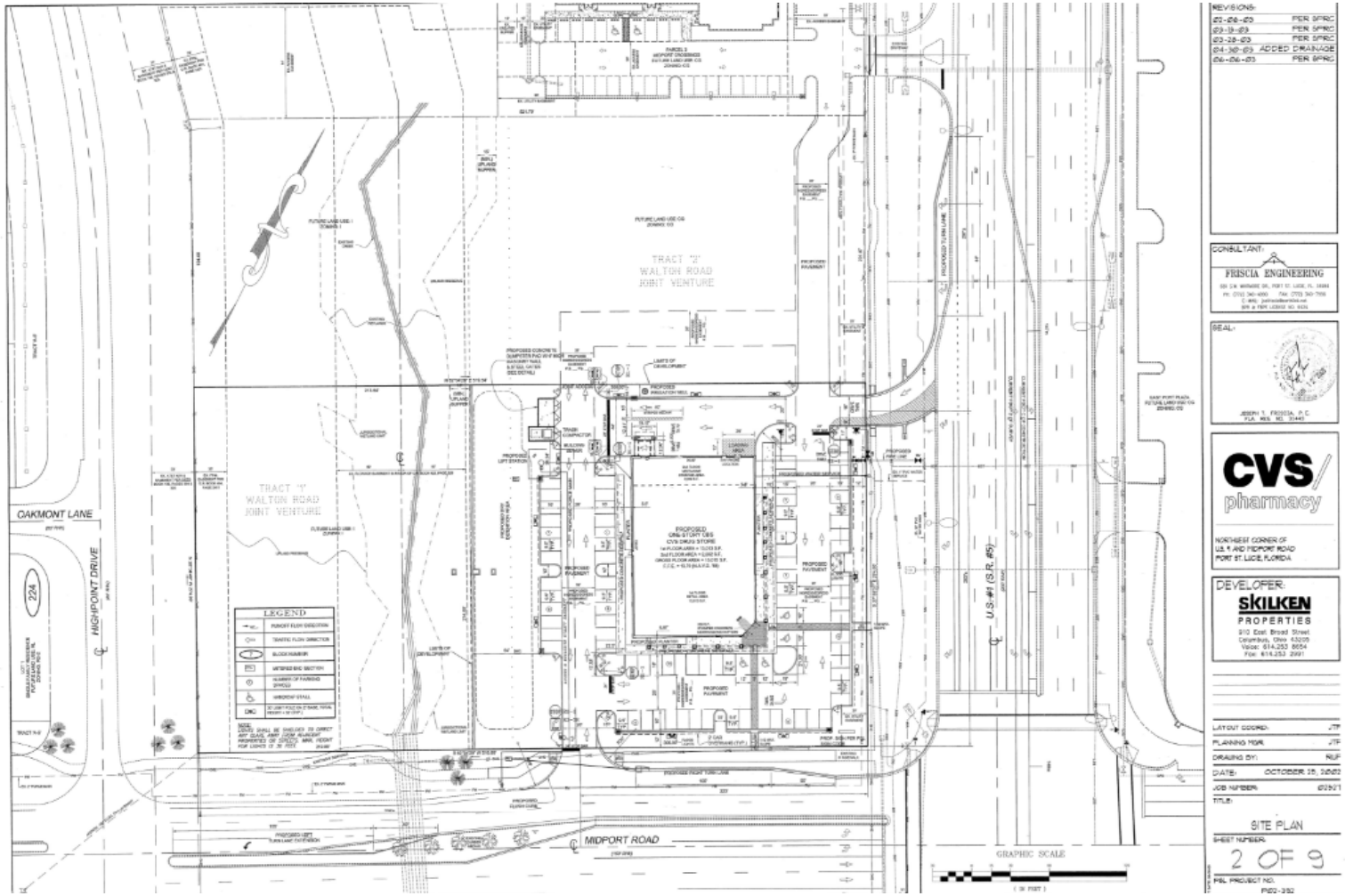
- Section 158.124(C) – General Commercial (CG) Zoning District – requires enclosed assembly areas over 3,000 square feet, without an alcoholic beverage license for on-premises consumption, to apply for a special exception use.
- A special exception use (Resolution 03-R24) was granted to the property in 2003 to allow the construction of a pharmacy with a drive-through window.
- The site previously operated as a CVS but is now vacant. The proposed recreational facility consists of a 5,801.78-square-foot open activity area, along with a toddler area, attending area, reading areas 1 and 2, a calming room, and an arts and crafts room, for a total of 7,114.78 square feet of enclosed assembly space. These additional rooms are included in the enclosed assembly calculation due to the use of half-height walls.

Surrounding Areas

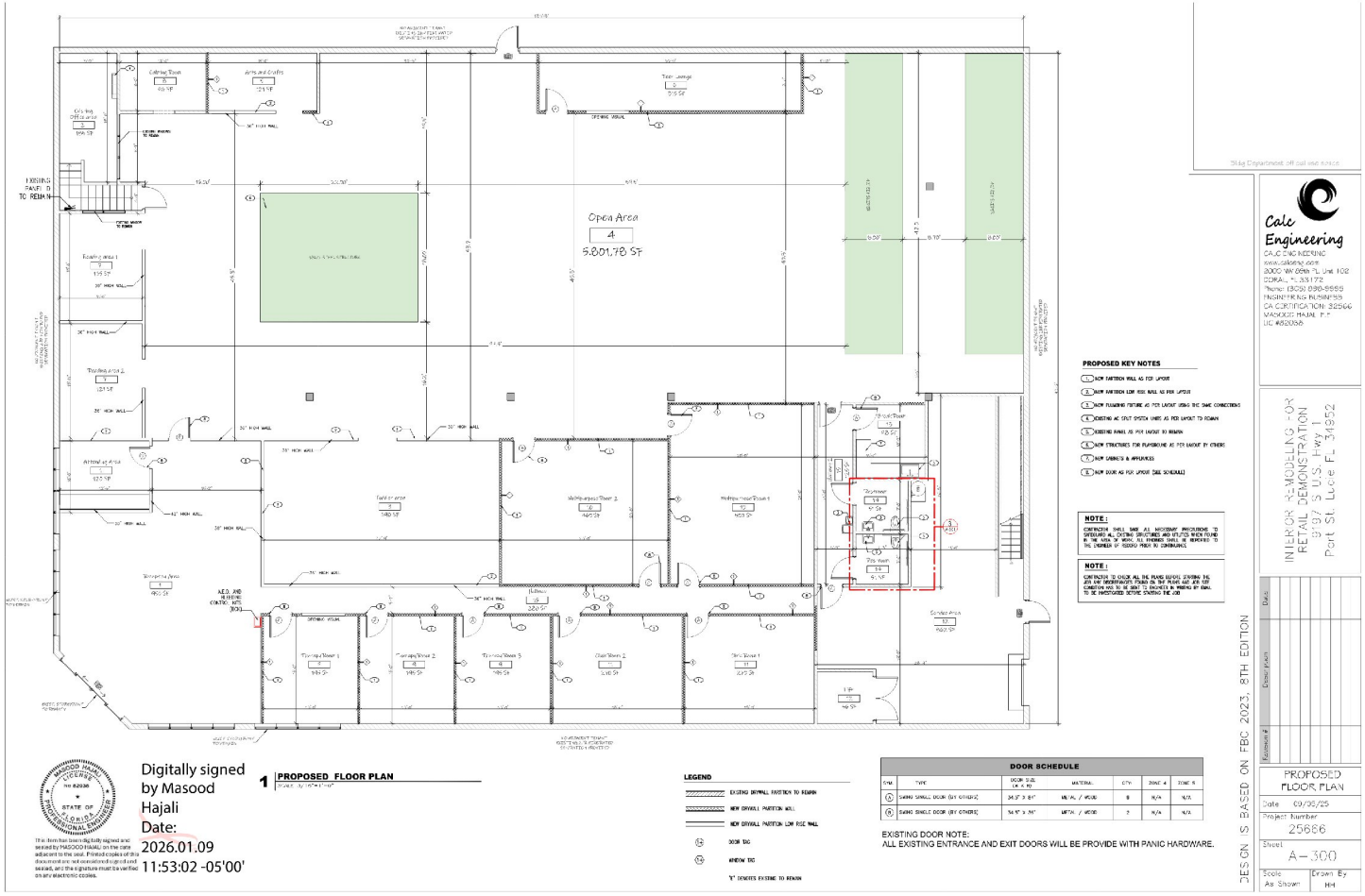
Direction	Existing Use	Future Land Use	Zoning
North:	Medical Center	OSC	RS-2
South:	4-Lane Divided Highway, Multi-Family Residences and a Retention Pond	RL, OSC	RS-2, RM-8
East:	6-Lane Divided Highway, Shopping Center	RL, ROI/CG	RS-2, CG
West:	Single-Family Residences	RL	RS-2



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-only from South US Highway 1 and a right-in/right-out on SE Veterans Memorial Parkway. A northern cross-connection will remain in place to support internal circulation and overall traffic flow.
ADEQUATE OFF-STREET PARKING AND LOADING AREAS (§ 158.260 (B))	There are 86 parking spaces on the property. The proposed use requires 60 parking spaces. There is adequate parking on the property.
ADEQUATE AND PROPERLY LOCATED UTILITIES (§ 158.260 (C))	The City of Port St. Lucie 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.
SIGNAGE AND EXTERIOR LIGHTING (§158.260 (E))	All signage and lighting shall be required to conform to the City Code.
COMPATIBILITY WITH SURROUNDING USES	The facility is in an area designated for commercial development and is not expected to adversely impact surrounding properties.

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

2026-164

Agenda Date: 2/3/2026 **Agenda Item No.:** 9.a

Placement: New Business

Action Requested: Motion / Vote

Review of Torino Regional Park Trail Proposed in Recreational Trails Program Grant

Submitted By: Almartha Barrett, Project Manager, Grants and Strategic Initiatives

Executive Summary: The City of Port St. Lucie's Parks & Recreation department plans to pursue a $350,000 Recreational Trails Program grant for trail development at Torino Regional Park. Grant requirements include discussion of the project by the City's Planning & Zoning Board, as the City does not have a designated advisory board responsible for parks.

Presentation Information: Zakariya Sherman, Executive Project Manager will provide a brief presentation.

Staff Recommendation: To hear the presentation and discuss the grant, then move that the Board support the grant application.

Alternate Recommendations:

1. Move that the Board provide staff direction.

Background: The City of Port St. Lucie's Parks & Recreation department plans to pursue a $350,000 Recreational Trails Program grant for trail development at Torino Regional Park. Grant requirements include discussion of the project by the City's Planning & Zoning Board, as the City does not have a designated advisory board responsible for parks. The Recreational Trails Program (RTP) is a federal grant initiative funded by the Federal Highway Administration (FHWA) and administered at the state level by the Florida Department of Environmental Protection in coordination with the Florida Department of Transportation (FDOT). The purpose of the RTP is to provide financial assistance for the development and maintenance of recreational trails, trailheads and trailside facilities for both nonmotorized and motorized recreational trail uses. The RTP is supported through funds obtained by a portion of the federal gasoline tax attributed to off-highway recreation, and is intended to provide grants to trail project sponsors through an open competition process based on the merit of project proposals. RTP grants are for projects that are primarily recreational in nature, rather than serving a more utilitarian transportation function. Any project funded under this section is intended to enhance Florida's recreation trails systems.

Issues/Analysis: N/A

Special Consideration: N/A

Location of Project: Torino Regional Park, located at 5601 North Torino Parkway, Port St. Lucie 34986

Attachments: Recreational Trails Program presentation for Torino Regional Park

Torino Regional Park



PORT ST. LUCIE
PARKS & RECREATION

5601 North Torino Parkway, Port St. Lucie, FL 34986

Florida (DEP) Recreational Trails Program (RTP) Grant Application

Planning & Zoning Board Presentation:
Tuesday, February 3, 2026

PORT ST. LUCIE
HEART OF THE TREASURE COAST

RTP

- Administered by FDEP, the RTP grant program provides financial assistance for the federal funding for the development and maintenance of recreational trails, trailheads, and trailside facilities.
- Grant application: $350,000 (50%, 40% or 20% local match required)
  - Proposed Project: Walking and biking trail development
  - Due March 2, 2026
  - Respectfully request a motion of support from the Planning and Zoning Board to move forward with the Torino Regional Park RTP grant application.

What is the maximum amount awarded for a RTP Grant?

- Nonmotorized, Single-Use Projects: $350,000
- Nonmotorized, Diverse-Use Projects: $450,000
- Mixed-Use Projects: $450,000
- Motorized Projects: $2,000,000

What is the matching ratio?

There are three permissible matching ratios. RTP assistance is provided on a 50:50, 60:40, or 80:20 (program: grantee) matching basis, except for federal agency project sponsors.

How Is RTP Administered?

- The program is administered by the Florida Department of Environmental Protection (DEP) on behalf of the Federal Highway Administration (FHWA).

- The Program is governed according to Florida Administrative Rule (F.A.R.), Florida Administrative Code (F.A.C.), U.S. Code of Federal Regulations (C.F.R.), and the FHWA RTP Guidance.

- Program funds are contingent upon an annual appropriation to each state by FHWA.

Torino Regional Park Phase 1 Master Plan
Port St. Lucie, Florida

