

COUNCIL ITEM 8A
DATE 1/13/14

COUNCIL ITEM 10A
DATE 12/2/13

ORDINANCE 13-74

AN ORDINANCE AUTHORIZING THE INTERIM CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO AN AGREEMENT REGARDING LEASE BETWEEN THE CITY OF PORT ST. LUCIE, DYNAMIC TOWERS, INC., AND GCGI DEVELOPMENT, LLC; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The Interim City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into an Agreement Regarding Lease between the City of Port St. Lucie, Dynamic Towers, Inc., and GCGI Development, LLC, for a telecommunication tower located at Apache Avenue Park; to be substantially in the form of the Agreement Regarding Lease attached hereto as Exhibit "A" and by reference incorporated herein.

Section 2. This Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 13th day of JANUARY, 2014.




CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: 

JoAnn M. Faiella, Mayor

ATTEST:


Karen A. Phillips, City Clerk

APPROVED AS TO FORM: 

Roger G. Orr, City Attorney

MEMORANDUM

TO: JEFF BREMER, INTERIM CITY MANAGER
THRU: ROGER G. ORR, CITY ATTORNEY
FROM: BRENNAN KEELER, STAFF ATTORNEY
DATE: NOVEMBER 19, 2013
SUBJECT: APACHE AVENUE PARK CELL TOWER ASSIGNMENT OF LEASE TO
GCGI DEVELOPMENT, LLC

Attached please find an Ordinance and an Agreement Regarding Lease in connection with the sale of all the assets for the Lease Agreement between Dynamic Towers, Inc. ("DTI"), and the City of Port St. Lucie, for the cell tower located at Apache Avenue Park. DTI wishes to assign the Lease with the City of Port St. Lucie, dated August 24, 2012, to GCGI Development, LLC. The City must approve the transfer prior to the completion of the sale. Please place this item on the December 2, 2013 City Council consent agenda. Should you have any questions or need additional information, please contact me at 871-5294.

BK/bb

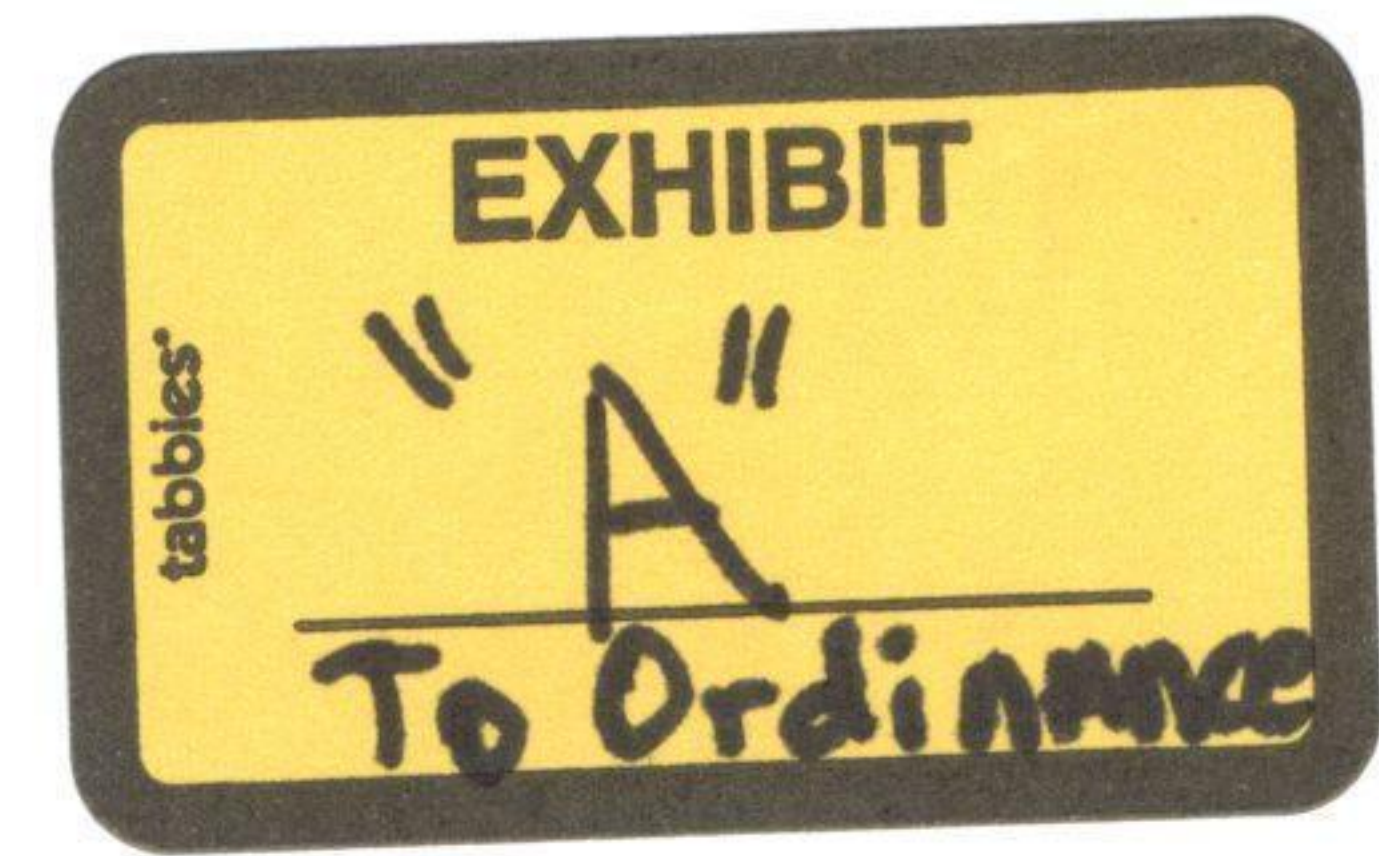
Betty has original
lease agmt for
signature

RECEIVED

NOV 22 2013

City Manager's Office

Prepared by and return to:
John Edward Brown, Esq.
6150 State Road 70 East
Bradenton, FL 34203
Site Name: Apache Park
Location: Port St. Lucie, Florida



AGREEMENT REGARDING LEASE

THIS AGREEMENT (this "Agreement") is made effective this ____ day of December, 2013, by and between City of Port St. Lucie, a Florida municipal corporation, with an address of 121 SW Port St. Lucie Blvd, Port St. Lucie, Florida 34984 (hereinafter referred to as "Owner"), and Dynamic Towers Inc. a Florida limited liability company, with a mailing address of 575 Mercantile Place, Suite 104, Port St. Lucie, Florida 34986 (hereinafter referred to as "Company"), and GCGI Development, LLC a Delaware limited liability company, with a mailing address of 100 N. Washington Blvd. Suite 201, Sarasota, Florida 34236 (hereinafter referred to as "Grain").

WITNESSETH:

WHEREAS, Company and Owner are parties to that certain Cell Tower Site Lease Agreement dated August 24, 2012 (the "Site Lease Agreement") pursuant to which Company leased from Owner certain real property owned by Owner located in St. Lucie County, Florida and by which Owner granted Company certain access and utility easements (the "Premises");

WHEREAS, Company and Grain entered into a Tower Development Agreement dated April 17, 2012 pursuant to which, among other matters, Company agreed to assign its interest in the Lease to Grain or its assignee.

WHEREAS, Owner, Company and Grain desire to enter into this Agreement to provide for (i) Owner's consent to and acknowledgement of the assignment of the Lease by Company to Grain, as required by the Site Lease Agreement, (ii) certain matters pertaining to the Lease, and (iii) the amendment of the Lease to ensure that an updated legal description and an "as built" survey of the Premises are attached thereto and recorded in the Public Records of St. Lucie County, Florida.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, and with the intent to be legally bound, Owner, Company and Grain agree as follows:

1. Consent to Assignment. In accordance with Section 6 of the Site Lease Agreement Owner hereby consents to the acquisition by Grain (or any affiliate thereof), directly or indirectly, of Company's interest in the Lease.

2. Estoppel. For purposes of this Section 2, "Lessee" shall mean Company prior to the assignment to and assumption by Grain of the Lease, and shall mean Grain after the assignment to and assumption by Grain of the Lease. Owner and Lessee agree as follows:

(a) Lessee is the current tenant under the Lease, and the Lease is in full force and effect, and, as amended hereby, contains the entire agreement between Owner and Lessee with respect to the Premises.

(b) No default exists under the Lease on the part of Lessee, and to Owner's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Lease.

(c) Owner is the owner of the fee interest in the Premises.

(d) The individual executing this Agreement on behalf of Owner is authorized to do so and has the full power to bind Owner.

(e) Should Lessee's lender (together with its successors and assigns, "Lender") take on all rights and responsibilities of the Lease and exercise any rights of Lessee under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, Owner agrees to accept such exercise of rights by Lender as if same had been exercised by Lessee.

(f) If there shall be a monetary default by Lessee under the Lease, Owner shall accept the cure thereof by Lender within any grace period provided to Lessee under the Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under the Lease, Owner shall accept the cure thereof by Lender within any grace period provided to Lessee under the Lease to cure such default prior to terminating the Lease.

(g) The Lease may not be amended in any respect which would be reasonably likely to have material adverse effect on Lender's interest therein without the prior written consent of Lender.

3. Binding Effect. This Agreement shall be binding on Owner, Company and Grain and their respective successors and assigns and shall inure to the benefit of Lender.

4. Amendment due to Updated Survey. Owner, Company and Grain acknowledge that a survey commissioned by Company includes an "as built" depiction and legal descriptions of the Premises, and the parties hereby agree that the legal descriptions of the Premises attached to the Site Lease Agreement as Exhibit A shall be amended and replaced in its entirety by Exhibit A attached hereto.

5. Lender and Tenant Continuation Rights.

(a) Owner consents to the granting by Tenant of a mortgage, lien and security interest in Tenant's interest in the Lease and all of Tenant's improvements, buildings, personal property, and fixtures attached or otherwise pertaining to the real property described herein, and all easements, subleases and licenses pertaining to the real property described herein (collectively, the "Collateral") to a Lender. Furthermore Owner: (i) consents to the exercise by Tenant's Lender of its rights of foreclosure with respect to its lien and security interest, and Owner agrees to recognize Tenant's Lender as Tenant hereunder upon any such exercise by Tenant's Lender of its rights of foreclosure; and (ii) Owner agrees that Tenant's Lender shall have the right to remove any of the Collateral whenever Tenant's Lender shall elect to enforce its lien and security interest. Tenant shall provide written notice to Owner of the current Lender holding a mortgage and security interest in, among other things, the Collateral.

(b) Owner agrees to accept such payment or performance on the part of the Tenant's Lender as though the same had been made or performed by the Tenant. Owner agrees that it shall not exercise its right to terminate the Lease or any of its other rights under the Lease upon breach or default of the terms of the Lease without so affording Tenant's Lender the foregoing notice and periods to cure any default or breach under the Lease.

(c) Owner hereby (i) subordinates any lien or security interest which it may have which arises by law or pursuant to the Lease to the lien and security interest of any Tenant's Lender in the Collateral now or hereafter securing indebtedness at any time owed by Tenant to its Lender, and (ii) furthermore agrees that upon an event of default under the loan documents between Tenant and its Lender or the Lease, Tenant's Lender shall be fully entitled to exercise its rights against the Collateral prior to the exercise by the Owner of any rights which it may have therein, including, but not limited to, entry upon the Premises and removal of the Collateral free and clear of the Owner's lien and security interest. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required.

(d) Upon request by any Tenant's Lender, Owner shall execute and deliver a certificate stating that the Lease is in full force and effect that Tenant is not in default under the Lease and that the Lease has not been modified or supplemented in any way.

(e) Upon any default of this Lease by Tenant, or upon any foreclosure of Tenant's interest herein, Owner agrees to recognize the leases/licenses of all subtenants and sublicensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or sublicensee is not in default under the lease/license covering its premises,

6. Execution and Counterparts. To facilitate execution, the parties hereto agree that this Agreement may be executed and telecopied or emailed to the other parties and that the executed telecopy or emailed copy shall be binding and enforceable as an original; provided, however, that, if this document is to be recorded, at least one original signature of

Owner and Company shall be provided to Grain for recordation purposes. This Agreement may be executed in as many counterparts as many be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one of more of such counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement Regarding Lease to be duly and effective as of the date first above written.

Signed in the presence of:

Print Name: _____

Print Name: _____

OWNER:

City of Port St. Lucie

By: _____

Name: _____

Its: _____

State of Florida
County of St. Lucie

On this, the ____ day of December, 2013, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of the City of Port St. Lucie a municipal corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposed therein contained.

(AFFIX NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement Regarding Lease to be duly and effective as of the date first above written.

Signed in the presence of:

Print Name: _____

Print Name: _____

COMPANY:

Dynamic Towers, Inc., a Florida corporation

By: _____

Name: Kevin T. Aycock

Its: President

State of Florida

County of St. Lucie

On this, the ____ day of December, 2013, before me, a Notary Public, the undersigned officer, personally appeared Kevin T. Aycock, who acknowledged himself to be the President of Dynamic Towers, Inc. a Florida corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposed therein contained.

(AFFIX NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement Regarding Lease to be duly and effective as of the date first above written.

Signed in the presence of:

Print Name: _____

Print Name: _____

GRAIN:

GCGI Development, LLC a Delaware
limited liability company

By: _____

Name: John Cacomanolis

Its: General Counsel and Secretary

State of Florida
County of Sarasota

On this, the ____ day of December, 2013, before me, a Notary Public, the undersigned officer, personally appeared John Cacomanolis, who acknowledged himself to be the General Counsel and Secretary of GCGI Development, LLC, a Delaware limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposed therein contained.

(AFFIX NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

PREMISES

DYNAMIC TOWERS, INC. LEASE PARCEL

A PARCEL OF LAND BEING A PORTION OF TRACT "B", PORT ST. LUCIE SECTION EIGHT, AS RECORDED IN PLAT BOOK 12, PAGE 38 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF RIGHT-OF-WAY OF S.W. APACHE AVENUE (60 FOOT PUBLIC RIGHT-OF-WAY) AND CENTERLINE OF RIGHT-OF-WAY OF S.W. ADVANA STREET (60 FOOT PUBLIC RIGHT-OF-WAY), AS SHOWN ON SAID PORT ST. LUCIE SECTION EIGHT;

THENCE ON A PLAT BEARING OF N90°00'00"W ALONG THE CENTERLINE OF RIGHT-OF-WAY OF SAID S.W. APACHE AVENUE, A DISTANCE OF 824.00 FEET TO A POINT ON THE CENTERLINE OF RIGHT-OF-WAY OF S.W. COCOA STREET (60 FOOT PUBLIC RIGHT-OF-WAY);

THENCE N00°00'00"W ALONG THE CENTERLINE OF RIGHT-OF-WAY OF SAID S.W. COCOA STREET, A DISTANCE OF 540.00 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE N90°00'00"E A DISTANCE OF 72.73 FEET;

THENCE N00°00'00"E A DISTANCE OF 32.25 FEET TO THE POINT OF BEGINNING;

THENCE N30°00'00"W A DISTANCE OF 30.00 FEET;

THENCE N60°00'00"E A DISTANCE OF 100.00 FEET;

THENCE S30°00'00"E A DISTANCE OF 30.00 FEET;

THENCE S60°00'00"W A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA, CONTAINING 3,000.00 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

DYNAMIC TOWERS, INC. ACCESS AND UTILITY EASEMENT

A PARCEL OF LAND BEING A PORTION OF TRACT "B", PORT ST. LUCIE SECTION EIGHT, AS RECORDED IN PLAT BOOK 12, PAGE 38 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF RIGHT-OF-WAY OF S.W. APACHE AVENUE (60 FOOT PUBLIC RIGHT-OF-WAY) AND CENTERLINE OF RIGHT-OF-WAY OF S.W. ADVANA STREET (60 FOOT PUBLIC RIGHT-OF-WAY), AS SHOWN ON SAID PORT ST. LUCIE SECTION EIGHT;

THENCE ON A PLAT BEARING OF N90°00'00"W ALONG THE CENTERLINE OF RIGHT-OF-WAY OF SAID S.W. APACHE AVENUE, A DISTANCE OF 824.00 FEET TO A POINT ON THE CENTERLINE OF RIGHT-OF-WAY OF S.W. COCOA STREET (60 FOOT PUBLIC RIGHT-OF-WAY);

THENCE N00°00'00"W ALONG THE CENTERLINE OF RIGHT-OF-WAY OF SAID S.W. COCOA STREET, A DISTANCE OF 540.00 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE N90°00'00"E A DISTANCE OF 72.73 FEET;

THENCE N00°00'00"E A DISTANCE OF 32.25 FEET;

THENCE N30°00'00"W A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;

THENCE S60°00'00"W A DISTANCE OF 47.34 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE HAVING A BEARING OF S83°15'29"W, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF SAID S.W. COCOA STREET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID EAST RIGHT-OF-WAY LINE, HAVING A CENTRAL ANGLE OF 10°57'24" AND A RADIUS OF 110.00 FEET FOR AN ARC DISTANCE OF 21.04 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N60°00'00"E A DISTANCE OF 40.92 FEET;

THENCE S30°00'00"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA, CONTAINING 875.55 SQUARE FEET, MORE OR LESS.

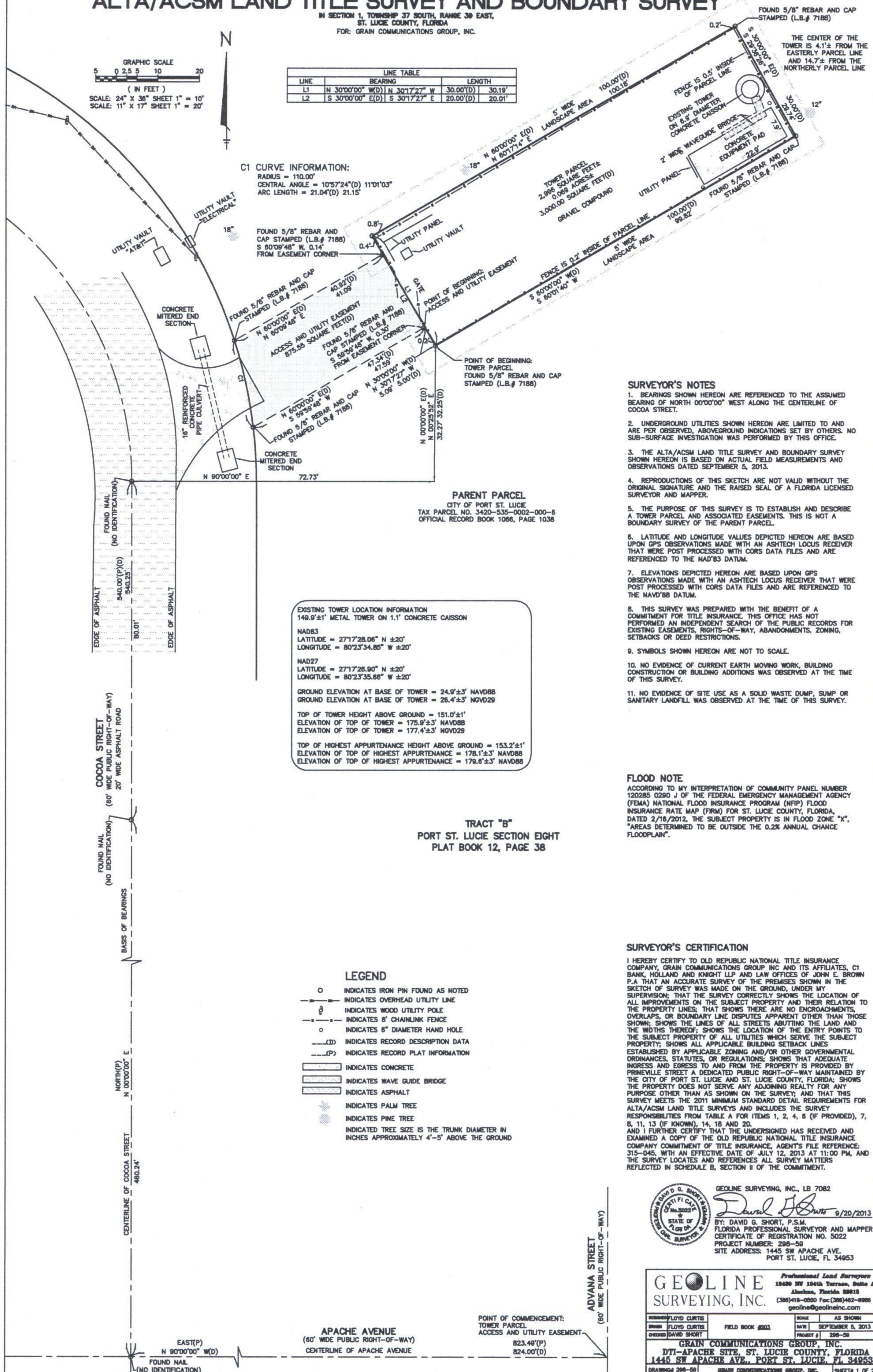
ALTA/ACSM LAND TITLE SURVEY AND BOUNDARY SURVEY

IN SECTION 1, TOWNSHIP 37 SOUTH, RANGE 30 EAST,
ST. LUCIE COUNTY, FLORIDA
FOR: GRAIN COMMUNICATIONS GROUP, INC.

GRAPHIC SCALE
5 0 2.5 5 10 20
(IN FEET)
SCALE: 24" X 36" SHEET 1" = 10'
SCALE: 11" X 17" SHEET 1" = 20'

LINE	BEARING	LENGTH
L1	N 30°00'00" W(D) N 30°17'27" W	30.00'(D) 30.19'
L2	S 30°00'00" E(D) S 30°17'27" E	20.00'(D) 20.01'

C1 CURVE INFORMATION:
RADIUS = 110.00'
CENTRAL ANGLE = 10°57'24"(D) 11°01'03"
ARC LENGTH = 21.04'(D) 21.15'



SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 00°00'00" WEST ALONG THE CENTERLINE OF COCOA STREET.
2. UNDERGROUND UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED, ABOVEGROUND INDICATIONS SET BY OTHERS. NO SUB-SURFACE INVESTIGATION WAS PERFORMED BY THIS OFFICE.
3. THE ALTA/ACSM LAND TITLE SURVEY AND BOUNDARY SURVEY SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED SEPTEMBER 5, 2013.
4. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND DESCRIBE A TOWER PARCEL AND ASSOCIATED EASEMENTS. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL.
6. LATITUDE AND LONGITUDE VALUES DEPICTED HEREON ARE BASED UPON GPS OBSERVATIONS MADE WITH AN ASHTACH LOCUS RECEIVER THAT WERE POST PROCESSED WITH CORRS DATA FILES AND ARE REFERENCED TO THE NAD83 DATUM.
7. ELEVATIONS DEPICTED HEREON ARE BASED UPON GPS OBSERVATIONS MADE WITH AN ASHTACH LOCUS RECEIVER THAT WERE POST PROCESSED WITH CORRS DATA FILES AND ARE REFERENCED TO THE NAVD83 DATUM.
8. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THIS OFFICE HAS NOT PERFORMED AN INDEPENDENT SEARCH OF THE PUBLIC RECORDS FOR EXISTING EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, ZONING, SETBACKS OR DEED RESTRICTIONS.
9. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
10. NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WAS OBSERVED AT THE TIME OF THIS SURVEY.
11. NO EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL WAS OBSERVED AT THE TIME OF THIS SURVEY.

FLOOD NOTE

ACCORDING TO MY INTERPRETATION OF COMMUNITY PANEL NUMBER 120285 0290 J OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) FOR ST. LUCIE COUNTY, FLORIDA, DATED 2/16/2012, THE SUBJECT PROPERTY IS IN FLOOD ZONE "X", "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, GRAIN COMMUNICATIONS GROUP, INC. AND ITS AFFILIATES, C1 BANK, HOLLAND AND KNIGHT LLP AND LAW OFFICES OF JOHN E. BROWN P.A. THAT AN ACCURATE SURVEY OF THE PREMISES SHOWN IN THE SKETCH OF SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION; THAT THE SURVEY CORRECTLY SHOWS THE LOCATION OF ALL IMPROVEMENTS ON THE SUBJECT PROPERTY AND THEIR RELATION TO THE PROPERTY LINES; THAT SHOWS THERE ARE NO ENCROACHMENTS, OVERLAPS, OR BOUNDARY LINE DISPUTES APPARENT OTHER THAN THOSE SHOWN; SHOWS THE LINES OF ALL STREETS ADJUTING THE LAND AND THE WIDTHS THEREOF; SHOWS THE LOCATION OF THE ENTRY POINTS TO THE SUBJECT PROPERTY OF ALL UTILITIES WHICH SERVE THE SUBJECT PROPERTY; SHOWS ALL APPLICABLE BUILDING SETBACK LINES ESTABLISHED BY APPLICABLE ZONING AND/OR OTHER GOVERNMENTAL ORDINANCES, STATUTES, OR REGULATIONS; SHOWS THAT ADEQUATE INGRESS AND EGRESS TO AND FROM THE PROPERTY IS PROVIDED BY PRIMEVILLE STREET A DEDICATED PUBLIC RIGHT-OF-WAY MAINTAINED BY THE CITY OF PORT ST. LUCIE AND ST. LUCIE COUNTY, FLORIDA; SHOWS THE PROPERTY DOES NOT SERVE ANY ADJOINING REALTY FOR ANY PURPOSE OTHER THAN AS SHOWN ON THE SURVEY; AND THAT THIS SURVEY MEETS THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS AND INCLUDES THE SURVEY RESPONSIBILITIES FROM TABLE A FOR ITEMS 1, 2, 4, 8 (IF PROVIDED), 7, 8, 11, 13 (IF KNOWN), 14, 18 AND 20. AND I FURTHER CERTIFY THAT THE UNDERSIGNED HAS RECEIVED AND EXAMINED A COPY OF THE OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT OF TITLE INSURANCE, AGENT'S FILE REFERENCE: 315-045, WITH AN EFFECTIVE DATE OF JULY 12, 2013 AT 11:00 PM, AND THE SURVEY LOCATES AND REFERENCES ALL SURVEY MATTERS REFLECTED IN SCHEDULE B, SECTION II OF THE COMMITMENT.



GEOLINE SURVEYING, INC., LB 7082
BY: DAVID G. SHORT, P.S.M.
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE OF REGISTRATION NO. 50222
PROJECT NUMBER: 298-50
SITE ADDRESS: 1445 SW APACHE AVE.
PORT ST. LUCIE, FL 34953

GEOLINE SURVEYING, INC. Professional Land Surveyors 15430 NW 154th Terrace, Suite A Alachua, Florida 32010 (386)418-0500 Fax (386)462-9888 geoline@geolineinc.com	
DRAWN: FLOYD CURTIS CHECKED: DAVID SHORT	FIELD BOOK: 2003 DATE: SEPTEMBER 5, 2013 PROJECT #: 298-50
GRAIN COMMUNICATIONS GROUP, INC. DTI-APACHE SITE, ST. LUCIE COUNTY, FLORIDA 1445 SW APACHE AVE., PORT ST. LUCIE, FL 34953 DRAWING: 298-50 GRAIN COMMUNICATIONS GROUP, INC. SHEET: 1 OF 2	

LEGEND

- INDICATES IRON PIN FOUND AS NOTED
- INDICATES OVERHEAD UTILITY LINE
- ⊙ INDICATES WOOD UTILITY POLE
- INDICATES 6" CHAINLINK FENCE
- INDICATES 6" DIAMETER HAND HOLE
- (D) INDICATES RECORD DESCRIPTION DATA
- (P) INDICATES RECORD PLAT INFORMATION
- INDICATES CONCRETE
- ▨ INDICATES WAVE GUIDE BRIDGE
- ▨ INDICATES ASPHALT
- INDICATES PALM TREE
- INDICATES PINE TREE
- INDICATED TREE SIZE IS THE TRUNK DIAMETER IN INCHES APPROXIMATELY 4'-5' ABOVE THE GROUND

TRACT "B"
PORT ST. LUCIE SECTION EIGHT
PLAT BOOK 12, PAGE 38

APACHE AVENUE
(60' WIDE PUBLIC RIGHT-OF-WAY)
CENTERLINE OF APACHE AVENUE

POINT OF COMMENCEMENT:
TOWER PARCEL
ACCESS AND UTILITY EASEMENT
823.46'(P)
824.00'(D)

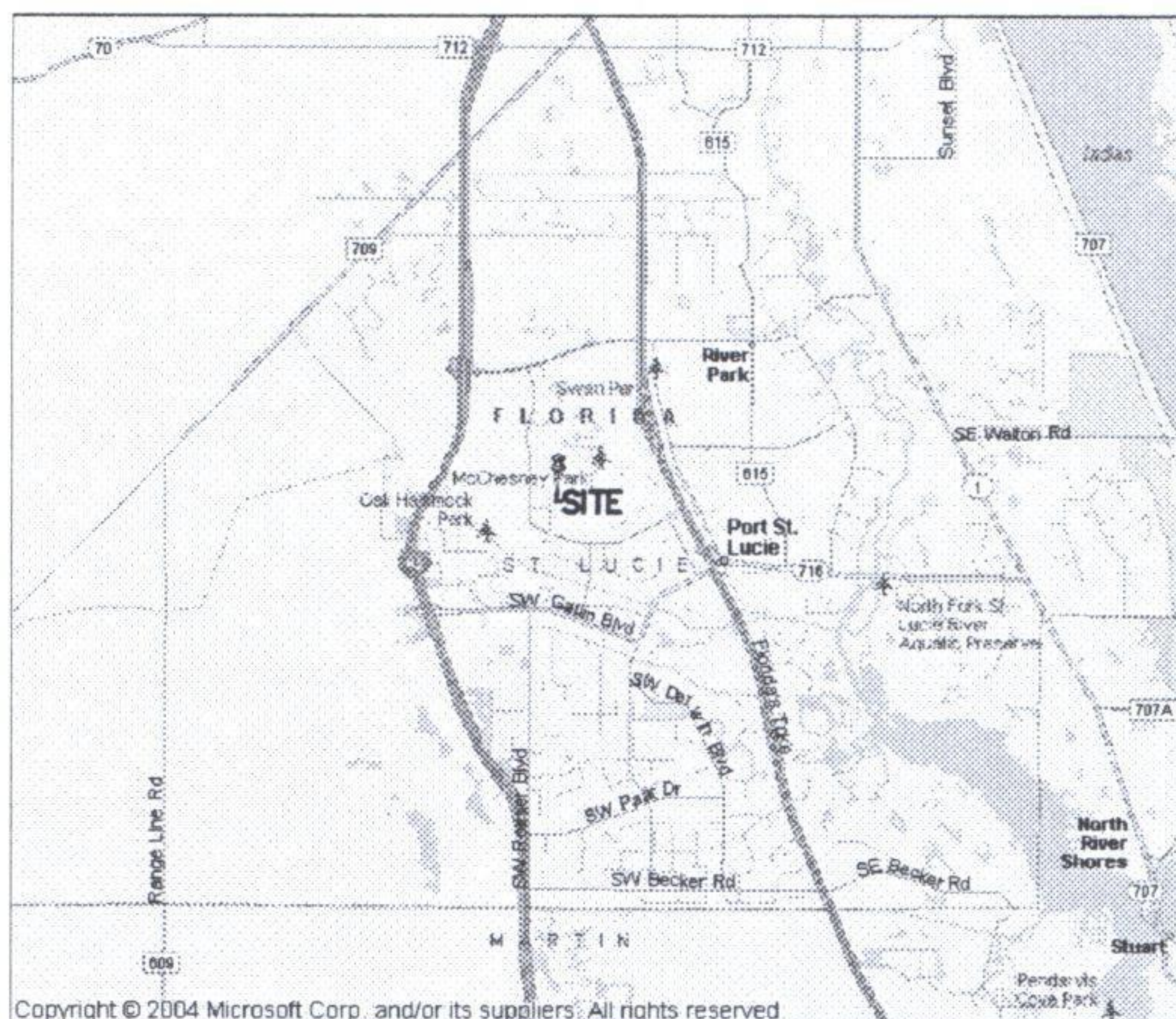
ADVANA STREET
(60' WIDE PUBLIC RIGHT-OF-WAY)

COCOA STREET
(60' WIDE PUBLIC RIGHT-OF-WAY)
20' WIDE ASPHALT ROAD
FOUND NAIL (NO IDENTIFICATION)
BASIS OF BEARINGS
N 00°00'00" E
CENTERLINE OF COCOA STREET
460.24'

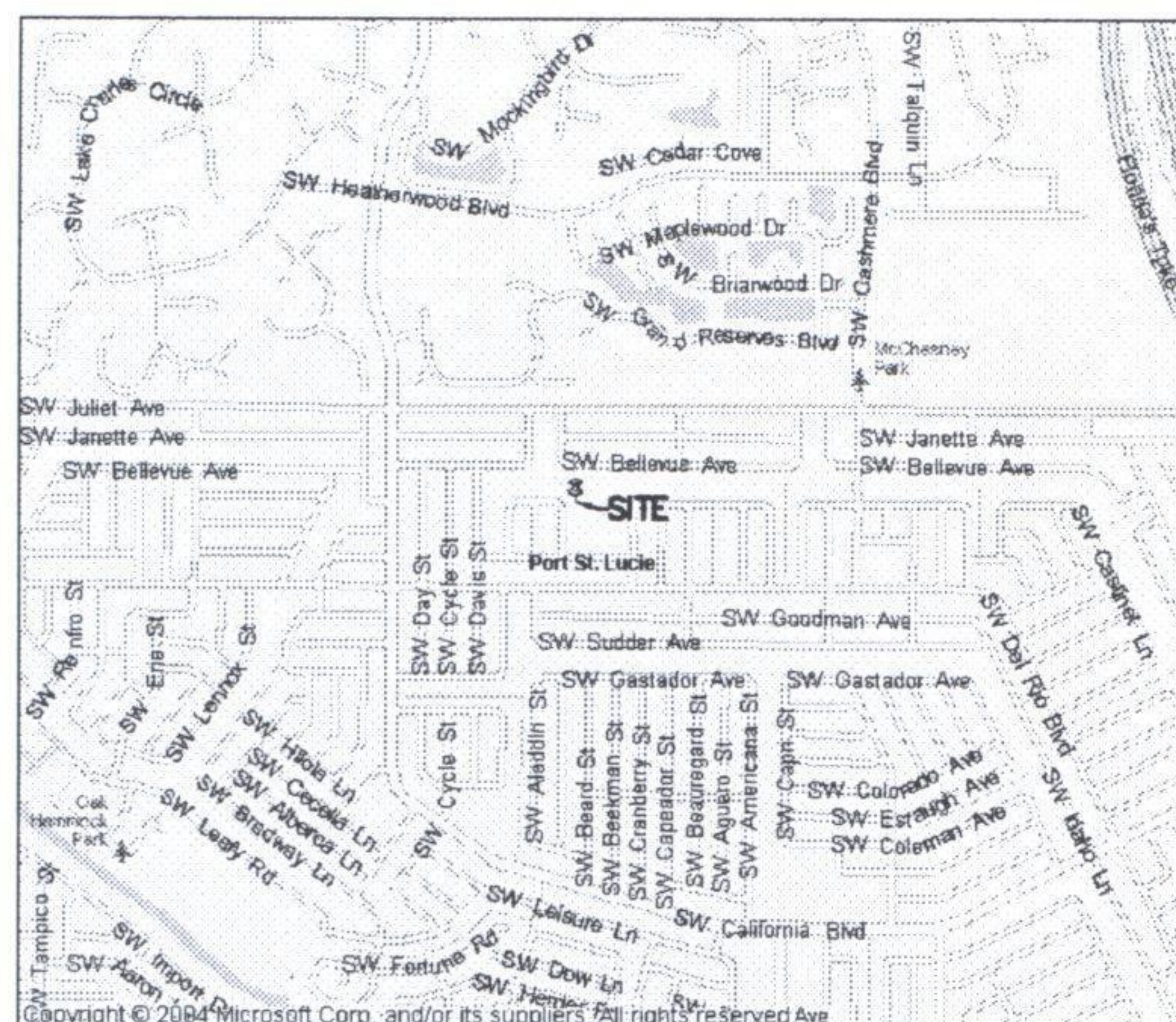
EAST(P)
N 90°00'00" W(D)
FOUND NAIL (NO IDENTIFICATION)

ALTA/ACSM LAND TITLE SURVEY AND BOUNDARY SURVEY

IN SECTION 1, TOWNSHIP 37 SOUTH, RANGE 39 EAST,
ST. LUCIE COUNTY, FLORIDA
FOR: GRAIN COMMUNICATIONS GROUP, INC.



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

PROPERTY DESCRIPTIONS

TOWER PARCEL
(OFFICIAL RECORD BOOK 3449, PAGE 2880)

A PARCEL OF LAND BEING A PORTION OF TRACT "B", PORT ST. LUCIE SECTION EIGHT, AS RECORDED IN PLAT BOOK 12, PAGE 38 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF RIGHT-OF-WAY OF S.W. APACHE AVENUE (80 FOOT PUBLIC RIGHT-OF-WAY) AND CENTERLINE OF RIGHT-OF-WAY OF S.W. ADVANA STREET (60 FOOT PUBLIC RIGHT-OF-WAY), AS SHOWN ON SAID PORT ST. LUCIE SECTION EIGHT; THENCE ON A PLAT BEARING OF N 90°00'00" W ALONG THE CENTERLINE OF RIGHT-OF-WAY OF SAID S.W. APACHE AVENUE, A DISTANCE OF 824.00 FEET TO A POINT ON THE CENTERLINE OF RIGHT-OF-WAY OF S.W. COCCA STREET (60 FOOT PUBLIC RIGHT-OF-WAY); THENCE N 00°00'00" W ALONG THE CENTERLINE OF RIGHT-OF-WAY OF SAID S.W. COCCA STREET, A DISTANCE OF 540.00 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE N 90°00'00" E A DISTANCE OF 72.73 FEET; THENCE N 00°00'00" E A DISTANCE OF 32.25 FEET TO THE POINT OF BEGINNING; THENCE N 30°00'00" W A DISTANCE OF 30.00 FEET; THENCE N 60°00'00" E A DISTANCE OF 100.00 FEET; THENCE S 30°00'00" E A DISTANCE OF 30.00 FEET; THENCE S 80°00'00" W A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA, CONTAINING 3,000.00 SQUARE FEET, MORE OR LESS.

ACCESS AND UTILITY EASEMENT
(OFFICIAL RECORD BOOK 3449, PAGE 2860)

A PARCEL OF LAND BEING A PORTION OF TRACT "B", PORT ST. LUCIE SECTION EIGHT, AS RECORDED IN PLAT BOOK 12, PAGE 38 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF RIGHT-OF-WAY OF S.W. APACHE AVENUE (80 FOOT PUBLIC RIGHT-OF-WAY) AND CENTERLINE OF RIGHT-OF-WAY OF S.W. ADVANA STREET (60 FOOT PUBLIC RIGHT-OF-WAY); AS SHOWN ON SAID PORT ST. LUCIE SECTION EIGHT; THENCE ON A PLAT BEARING OF N 90°00'00" W ALONG THE CENTERLINE OF RIGHT-OF-WAY OF SAID S.W. APACHE AVENUE, A DISTANCE OF 824.00 FEET TO A POINT ON THE CENTERLINE OF RIGHT-OF-WAY OF S.W. COCCA STREET (60 FOOT PUBLIC RIGHT-OF-WAY); THENCE N 00°00'00" W ALONG THE CENTERLINE OF RIGHT-OF-WAY OF SAID S.W. COCCA STREET, A DISTANCE OF 540.00 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE N 90°00'00" E A DISTANCE OF 72.73 FEET; THENCE N 00°00'00" E A DISTANCE OF 32.25 FEET; THENCE N 30°00'00" W A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE S 80°00'00" W A DISTANCE OF 47.34 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE HAVING A BEARING OF S 83°15'29" W, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF SAID S.W. COCCA STREET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID EAST RIGHT-OF-WAY LINE, HAVING A CENTRAL ANGLE OF 10°57'24" AND A RADIUS OF 110.00 FEET FOR AN ARC DISTANCE OF 21.04 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N 60°00'00" E A DISTANCE OF 40.92 FEET; THENCE S 30°00'00" E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA, CONTAINING 875.55 SQUARE FEET, MORE OR LESS.

COMMITMENT FOR TITLE INSURANCE REVIEW NOTE

I HAVE REVIEWED THE COMMITMENT FOR TITLE INSURANCE UNDERWRITTEN BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AGENT'S FILE REFERENCE: 315-045, WITH AN EFFECTIVE DATE OF JULY 13 2013 @ 11:00 PM, AND FIND AS FOLLOWS WITH RESPECT TO THE EXCEPTIONS LISTED ON SCHEDULE B-II OF SAID COMMITMENT:

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. STANDARD EXCEPTION NOT THE TYPE TO BE DEPICTED HEREON.
2. A. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2013 AND SUBSEQUENT YEARS. STANDARD EXCEPTION NOT THE TYPE TO BE DEPICTED HEREON.
B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT RECORDED IN THE PUBLIC RECORDS. STANDARD EXCEPTION NOT THE TYPE TO BE DEPICTED HEREON.
3. C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN INSPECTION OR AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND INSPECTION OF THE LAND. AS DEPICTED HEREON.
D. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT RECORDED IN THE PUBLIC RECORDS. STANDARD EXCEPTION NOT THE TYPE TO BE DEPICTED HEREON.
E. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL FURNISHED, IMPOSED BY LAW AND NOT RECORDED IN THE PUBLIC RECORDS. STANDARD EXCEPTION NOT THE TYPE TO BE DEPICTED HEREON.
3. ANY OWNER'S POLICY ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE B THE FOLLOWING EXCEPTION: ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS, AND LANDS ACCRETED TO SUCH LANDS. STANDARD EXCEPTION NOT THE TYPE TO BE DEPICTED HEREON.
4. RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES. STANDARD EXCEPTION NOT THE TYPE TO BE DEPICTED HEREON.
5. ALL MATTERS CONTAINED ON THE PLAT OF PORT ST. LUCIE SECTION TWENTY TWO, AS RECORDED IN PLAT BOOK 13, PAGE 28, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. DOES NOT INCLUDE THE SUBJECT PROPERTY. NOT DEPICTED HEREON.
6. ASSIGNMENT AGREEMENT BETWEEN GENERAL DEVELOPMENT CORPORATION AND FLORIDA POWER & LIGHT COMPANY ASSIGNING UTILITY EASEMENTS AS SHOWN ON PLATS LOCATED IN PORT ST. LUCIE, RECORDED IN OFFICIAL RECORD BOOK 473, PAGE 1177, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. INCLUDES THE PARENT PARCEL. NOT THE TYPE TO BE DEPICTED HEREON.
7. RESOLUTION NO. 98-R49 RECORDED IN OFFICIAL RECORD BOOK 1157, PAGE 2701, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. DOES NOT INCLUDE THE PARENT PARCEL. NOT THE TYPE TO BE DEPICTED HEREON.
8. ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED IN OFFICIAL RECORD BOOK 1141, PAGE 2395, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. REFERENCES THE PARENT PARCEL. NOT THE TYPE TO BE DEPICTED HEREON.
9. SUBJECT TO THAT CERTAIN MEMORANDUM OF AGREEMENT, AND THE TERMS AND CONDITIONS CONTAINED THEREIN, RECORDED IN OFFICIAL RECORD BOOK 3449, PAGE 2860, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, DEPICTED HEREON. REFERENCES THE SUBJECT TOWER PARCEL AND ASSOCIATED EASEMENT DEPICTED HEREON.
10. ANY LIEN OR CLAIM OF LIEN FOR SERVICES, LABOR OR MATERIALS WHICH MAY TAKE PRIORITY OVER THE ESTATE OR INTEREST INSURED BY REASON OF THAT CERTAIN NOTICE OF COMMENCEMENT RECORDED OCTOBER 31, 2012, UNDER OFFICIAL RECORD BOOK 3448, PAGE 2097, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. REFERENCES THE SUBJECT TOWER PARCEL. NOT THE TYPE TO BE DEPICTED HEREON.

GEOLINE SURVEYING, INC.		Professional Land Surveyors 13490 NW 194th Terrace, Suite A Alachua, Florida 32615 (386)418-0800 Fax (386)482-9988 geoline@geolineinc.com	
DESIGNED BY FLOYD CURTIS	DATE	SCALE	AS SHOWN
DRAWN BY FLOYD CURTIS	DATE	FIELD BOOK #203	SEPTEMBER 5, 2013
CHECKED BY DAVID SHORT	DATE	PROJECT #	298-50
GRAIN COMMUNICATIONS GROUP, INC. DTI-APACHE SITE, ST. LUCIE COUNTY, FLORIDA 1445 SW APACHE AVE., PORT ST. LUCIE, FL 34953			
DRAWING# 298-50		GRAIN COMMUNICATIONS GROUP, INC. SHEET# 2 OF 2	