

APPLICATION FOR SITE PLAN REVIEW

CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPARTMENT
(772) 871-5213

P&Z File No. _____
Fees (Nonrefundable) \$ _____ Arch.: \$ _____
Receipt #: _____

PROJECT NAME: St Lucie County Fire Station

LEGAL DESCRIPTION: Please see attached

LOCATION OF PROJECT SITE: 5160 NW Milner Dr Port St Lucie, FL 34983

PROPERTY TAX I.D. NUMBER: 3420-741-0002-010-2

STATEMENT DESCRIBING THE CHARACTER AND INTENDED USE OF THE DEVELOPMENT: To modify the site plan and add road access to and from the fire station Driveway and main access driveway connection

IS THIS AFFORDABLE HOUSING INVOLVING FEDERAL, STATE OR LOCAL AFFORDABLE HOUSING FUNDS? N/A

GROSS SQ. FT. OF STRUCTURE (S): N/A

NUMBER OF DWELLING UNITS & DENSITY FOR MULTI-FAMILY PROJECTS: N/A

UTILITY SUPPLIER: City of Port St Lucie

GROSS ACREAGE & SQ. FT. OF SITE: 2.95 acres/128, 587 SF ESTIMATED NO. EMPLOYEES: _____

FUTURE LAND USE DESIGNATION: Institutional ZONING DISTRICT: Institutional

OWNER(S) OF PROPERTY: St Lucie County Fire District
Name, Address, Telephone & Email: 5160 NW Milner DR Port St Lucie, FL 34983-3392

APPLICANT OR AGENT OF OWNER: WGI, Inc.
Name, Address, Telephone & Email: 2035 Vista Parkway West Palm 33411
561-687-1471
christian.bryant@wginc.com

PROJECT ARCHITECT/ENGINEER: Wannemacher Jensen Architects, Inc./WGI, Inc.
(Firm, Engineer of Record, Florida Registration No., Contact Person, Address, Telephone & Email: _____)

I hereby authorize the above listed agent to represent me. I grant the planning department permission to access the property for inspection.

I fully understand that prior to the issuance of a building permit and the commencement of any development, all plans and detail plans must be reviewed and approved by the City pursuant to Sections 158.237 through 158.245, inclusive, of the zoning ordinance.

***When a corporation submits an application, it must be signed by an officer of the corporation.** Corporation signatures must be accompanied with an approved resolution authorizing the individual to sign such applications.

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

Paul Langel Paul Langel Deputy Chief 3-20-23
OWNER'S SIGNATURE HAND PRINT NAME TITLE DATE



SITE PLAN COMPLETENESS CHECKLIST
 New Submittal
 Revised June, 2022

Project Name: SLC Fire station

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

Applicant Checklist	Description of Item Provided
✓	Completeness Checklist: Completed by applicant.
✓	Cover Letter: Letter explaining the purpose and history of the application.
	Owner's Authorization: Authorization on owner's letterhead.
	Application Fee. Paid online or check submitted to Planning & Zoning Office.
✓	Proof of Ownership: Copy of the recorded deed(s) for each parcel
✓	Site Plans:
	Complete, legible, and sufficient detail.
	Overall plan view on one sheet
	Master index or key map on each plan sheet showing how plan sheets relate. (If applicable)
	Projects ≥ two acres - aerial map with type & location of vegetation per the FLUCCS System.
	Show project phasing, if applicable.
	Show existing and proposed utility mains, wells, easements, services, and all fire hydrants within 1,000 feet of the property.
	Show the location of proposed lift station or grinder.
	Outdoor Lighting Detail: Show location and height of light poles and fixtures. Show fixture detail.
✓	Boundary and Topographic Survey:
	Complete, legible, and sufficient detail
	Contours or spot elevations (½ foot minimum).
	Vertical datum is NAVD 88
	Current Florida Registered Surveyor's signature and seal.
✓	Tree Survey: See Sections 154.13 thru 154.19 of the City Code
✓	Conceptual Floor Plans
✓	Architectural Elevations: Indicate height and color of building(s).
	Citywide Design Standards Selection List: The information requested in the Citywide Design Standards Manual unless development is single-family residential, or located in St. Lucie West, Tradition, Southern Grove or Western Grove.
	Conceptual Landscape Plan



CONSTRUCTION PLANS COMPLETENESS CHECKLIST

New Submittal
Revised June, 2022

Project Name: SLC Fire station

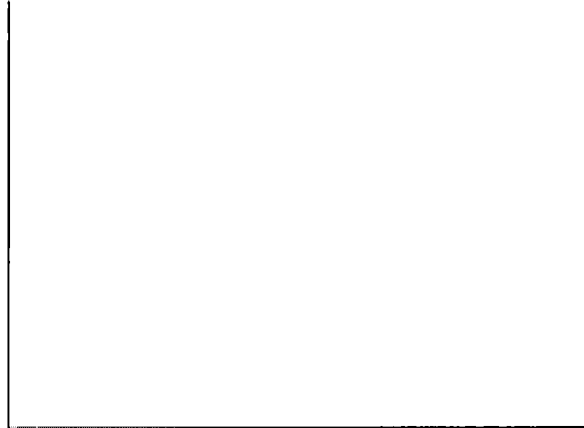
The construction plans may be submitted along with or after the site plan package. Other drawings or information may be required, if deemed necessary, upon review of the submittal for the Site Plan Review Committee meeting. Also, the construction/detail plans must be approved by the Site Plan Review Committee prior to receiving a building permit.

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
✓	Completeness Checklist: Completed by applicant.
✓	Construction/Detail Plans:
	Complete, legible and with sufficient details (vertical datum NAVD 88)
	Provide an overall plan view for projects that require more than one sheet to illustrate the plan view.
	For projects that require more than one sheet to show the plan view, provide a master index or key map on each plan sheet showing how plan sheets relate.
	Clearing Plan: For projects with one or more acres provide an aerial overlay of the area to be cleared. Plans should be prepared by a Florida Registered Engineer. See Sections 153.20 thru 153.28 of the City Code.
	Erosion Sediment Control/Stormwater Pollution Prevention Plan: Prepared by a Florida Registered Engineer.
	Paving and Drainage Plan: Prepared by a Florida Registered Engineer.
	Off-site roadway improvements, if required.
	Off-site drainage improvements, if required.
	Traffic Study (signed and sealed) if required.
	Drainage Calculations (signed and sealed).
	Water and Sewer Plan: Prepared by a Florida Registered Engineer.
	All utility lines shown on the profile sheets
	Locations of outdoor light poles shown on utility sheets.
	Show existing and proposed utilities, easements, wells and fire hydrants for all buildings.
	Include calculations for meters, pipes and pump station.
	Include utility extensions along frontages of property if required by Master plan or by direction of the Utility Department.
	Water looping system for connectivity to existing watermains.
✓	Landscape Plan: Prepared by a Florida Registered Landscape Architect.
	Provide utility separation language.
	Show existing and proposed utilities.
	Irrigation Plan
	Show existing and proposed utilities.

This instrument was prepared by:
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984



(Space above this line reserved for recording office use only)

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this 3 day of March 2022, by the CITY OF PORT ST. LUCIE, a Florida municipal corporation, whose address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 (“Grantor”), to ST. LUCIE COUNTY FIRE DISTRICT, whose address is 5160 NW Milner Dr, Port St. Lucie, Florida 34983. (“Grantee”).

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the Grantor, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant and quit claim unto the Grantee all of the Grantor’s right, title and interest in and to those certain pieces, parcels or tracts of land situated in St. Lucie County, Florida more particularly described as follows, to wit:

SEE EXHIBIT “A” ATTACHED HERETO (“the Property”)

TOGETHER WITH all the tenements, hereditaments, easements, and appurtenances, if any, thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the Property in fee simple forever.

THE conveyance made herein, however, is expressly made **SUBJECT TO:** (a) taxes and assessments, including but not limited to, any assessments of property owner associations and assessments and lien imposed by any governmental authority may impose and levy taxes and assessments on the Property for the year 2022 and subsequent years; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; (c) conditions, restrictions, limitations, easements and other matters of record, if any, but this reference shall not operate to re-impose any of the same; (d) rights of any parties in

possession of the Property, if any; (e) matters which would be disclosed by an accurate survey of the Property; (f) any matter created by Grantee or through Grantee.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above-written.

Signed, sealed and delivered in the presence of:

CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation

Jadava

Witness 1 Signature

Jasmin Padova

Witness 1 Print Name

By:

Russ Blackburn

Russ Blackburn, City Manager

Angelina

Witness 2 Signature

Salome Angelina

Witness 2 Print Name

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3 day of March 2022, by Russ Blackburn, as City Manager of the City of Port St. Lucie, and on behalf of the City of Port St. Lucie, who is [X] personally known to me, or who has [] produced the following identification _____.

Jadava

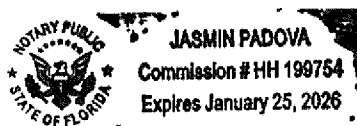
Signature of Notary Public

Name: *Jasmin Padova*

Notary Public, State of Florida

My Commission expires 1/25/2026

NOTARY SEAL STAMP



NOTE:

DESCRIPTION NOT
VALID WITHOUT
SKETCH.

THIS IS NOT A SURVEY

DESCRIPTION:

A PARCEL OF LAND LYING IN TRACT B, ACCORDING TO THE FIRST RE-PLAT OF PORT ST. LUCIE SECTION FORTY-EIGHT, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 26 PAGE(S) 23, 23A THROUGH 23 L, OF THE PUBLIC RECORDS OF ST. LUCIE, COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SAID TRACT B; THENCE SOUTHERLY, ALONG THE WESTERLY RIGHT-OF-WAY OF MILNER DRIVE, ALONG AN ARC HAVING A RADIUS OF 2,385.96 FEET, THROUGH A CENTRAL ANGLE OF 06°10'53", AN ARC DISTANCE OF 257.41 FEET, TO THE POINT OF BEGINNING

THENCE, DEPARTING SAID RIGHT-OF-WAY, SOUTH 89°49'18" WEST, A DISTANCE OF 264.47 FEET; THENCE SOUTH 07°15'49" EAST, A DISTANCE OF 110.19 FEET; THENCE SOUTH 06°09'46" WEST, A DISTANCE OF 334.34 FEET TO THE RIGHT OF WAY OF MONOCO CIRCLE, BEING A POINT OF CURVATURE, OF A NON RADIAL CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 48°11'04" WEST, A RADIAL DISTANCE OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 31°59'31", AN ARC DISTANCE OF 33.50' FEET; THENCE NORTH 75°10'46" EAST, A DISTANCE OF 357.12 FEET TO THE WESTERLY RIGHT OF WAY OF MILNER DRIVE TO A POINT OF CURVATURE, OF A NON RADIAL CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 74°27'18" EAST, A RADIAL DISTANCE OF 2385.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID RIGHT-OF-WAY, , ALONG AN ARC HAVING A RADIUS OF 2385.96 FEET, THROUGH A CENTRAL ANGLE OF 09°19'32", AN ARC DISTANCE OF 388.35 FEET, TO THE POINT OF BEGINNING.

CONTAINS 128,587.025 SQ. FEET MORE OR LESS, OR 2.95 ACRES.

Michael T. Owen

Digitally signed by Michael T. Owen
Date: 2022.02.10 08:59:35 -05'00'

MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE

**SKETCH & DESCRIPTION OF:
PARCEL DESCRIPTION**

PREPARED FOR:
**MILNER FIRE
DEPARTMENT**

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
☎ 772-462-2455
🌐 www.edc-inc.com



**ENGINEERS & SURVEYORS
ENVIRONMENTAL**
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

REVISIONS

THIS IS NOT A SURVEY

ABBREVIATION LEGEND

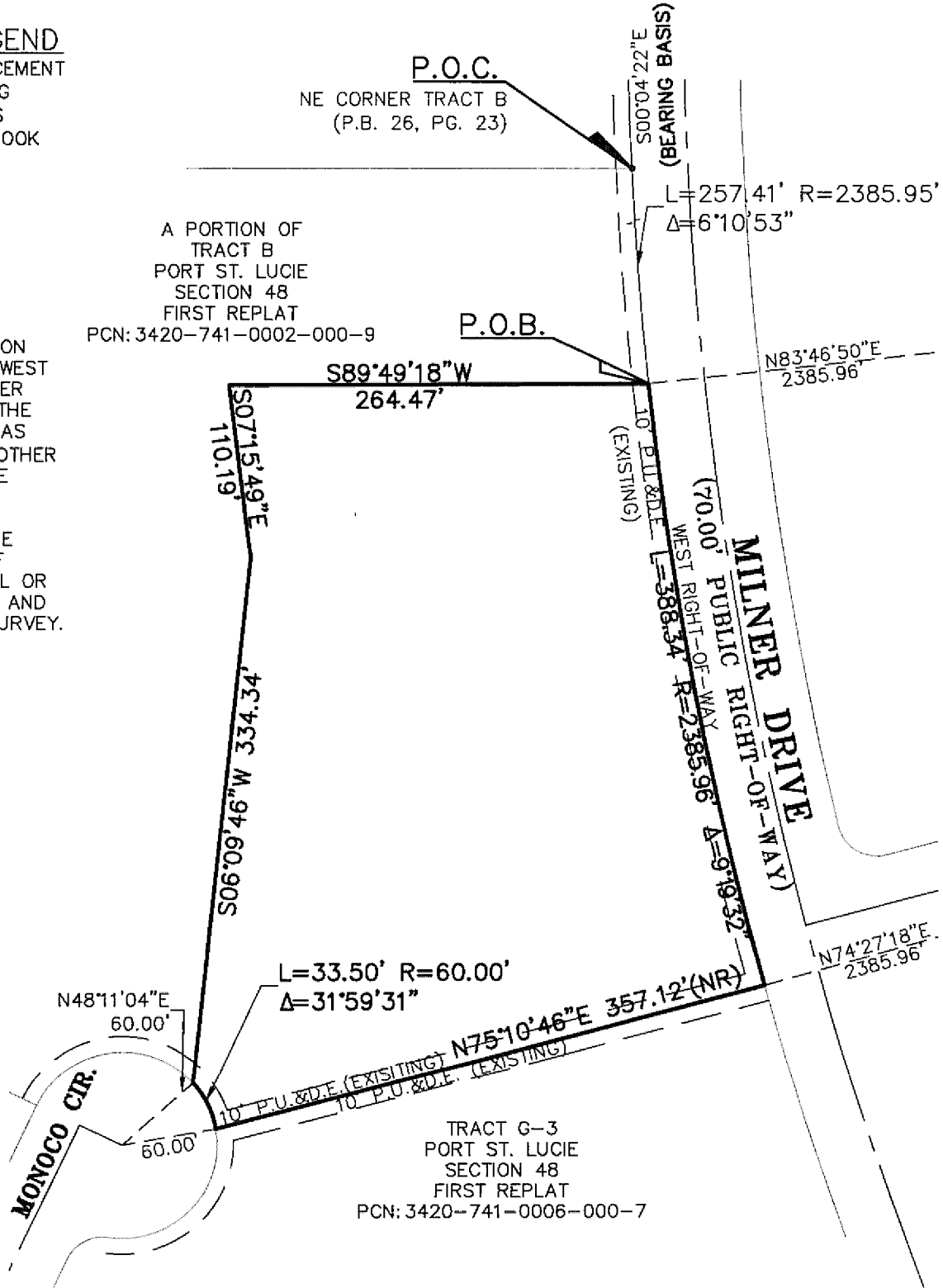
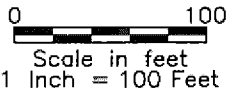
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- O.R.B. OFFICIAL RECORD BOOK
- P.B. PLAT BOOK
- PG. PAGE
- R/W RIGHT OF WAY
- CL CENTER LINE
- S/D SUBDIVISION
- NR NOT RADIAL

NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST RIGHT OF WAY OF MILNER DRIVE AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.



INTENDED DISPLAY SCALE



**SKETCH & DESCRIPTION OF:
PARCEL DESCRIPTION**

PREPARED FOR:
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REVISIONS

Prepared by and return to:
Port St. Lucie Utility Systems Dept.
900 SE Ogden Lane
Port St. Lucie, FL 34983

UTILITY EASEMENT

THIS INDENTURE made and entered into this 1th day of March 2022, by and between **ST. LUCIE COUNTY FIRE DISTRICT**, ("Grantor"), owner of the property for which this document applies, whose mailing address is 5160 NW Milner Drive, Port St. Lucie, Florida 34983, and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation ("Grantee"), whose mailing address is 900 SE Ogden Lane, Port St. Lucie, Florida 34983:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

WITNESSETH:

That Grantor is the owner in fee simple of that certain real property (the "Property") lying, located and being in St. Lucie County, Florida and more particularly described in Exhibit "A", attached hereto and made a part hereof; and

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants and warrants to the Grantee, its successors and assigns, an easement in perpetuity for utility purposes, more particularly described in Exhibit "B" (the "Easement Premises"), attached hereto and incorporated herein by reference, which shall run with and be a burden upon the Property.

Grantor and Grantee agree that there will be no improvement planted or constructed within the boundaries of the Easement Premises without written approval by the Grantee. Should the Grantor plant or construct such improvement, it is subject to removal or destruction by the Grantee, without liability or responsibility thereof on the part of the Grantee.

Grantor further grants to the Grantee, its agents, employees, contractors, designees and assigns, a general ingress/egress easement over and across its driveways, parking, common or open areas of the Property for the purpose of access to Easement Premises for, installation of, modification of, and/or maintenance of, any of the Grantee's utility pipelines, appurtenances, facilities and equipment.

Grantor hereby covenants and warrants that Grantor owns the said land described herein, or is an agent of Grantor, and has the right to grant this easement.

(Continued on next page)

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Indenture to be executed in its name as of the day and year first herein written.

Vicki J. Echazabal
WITNESS ONE

Vicki J. Echazabal
Print Name

Kim Sabol
WITNESS TWO

Kim Sabol
Print Name
(document requires two witnesses' signatures)

[Signature]
GRANTOR (owner/agent of property)

Nate Spera, Fire Chief
Print Name/ Title

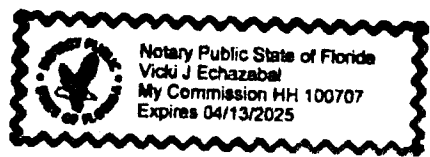
St. Lucie County Fire District
Company (if applicable)

STATE OF FLORIDA

COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of March 2022, by Nate Spera who is personally known to me or has produced _____ as identification.

Notary Seal



Vicki J. Echazabal
Notary Public
Print Name: Vicki J. Echazabal
My Commission Expires: 4-13-2025

Please return this form and attached exhibits to

EXHIBIT "A"

Legal Description of the Property

NOTE:

DESCRIPTION NOT
VALID WITHOUT
SKETCH.

THIS IS NOT A SURVEY

DESCRIPTION:

A PARCEL OF LAND LYING IN TRACT B, ACCORDING TO THE FIRST RE-PLAT OF PORT ST. LUCIE SECTION FORTY-EIGHT, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 26 PAGE(S) 23, 23A THROUGH 23 L, OF THE PUBLIC RECORDS OF ST. LUCIE, COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SAID TRACT B; THENCE SOUTHERLY, ALONG THE WESTERLY RIGHT-OF-WAY OF MILNER DRIVE, ALONG AN ARC HAVING A RADIUS OF 2,385.96 FEET, THROUGH A CENTRAL ANGLE OF 06°10'53", AN ARC DISTANCE OF 257.41 FEET, TO THE POINT OF BEGINNING

THENCE, DEPARTING SAID RIGHT-OF-WAY, SOUTH 89°49'18" WEST, A DISTANCE OF 264.47 FEET; THENCE SOUTH 07°15'49" EAST, A DISTANCE OF 110.19 FEET; THENCE SOUTH 06°09'46" WEST, A DISTANCE OF 334.34 FEET TO THE RIGHT OF WAY OF MONOCO CIRCLE, BEING A POINT OF CURVATURE, OF A NON RADIAL CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 48°11'04" WEST, A RADIAL DISTANCE OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 31°59'31", AN ARC DISTANCE OF 33.50' FEET; THENCE NORTH 75°10'46" EAST, A DISTANCE OF 357.12 FEET TO THE WESTERLY RIGHT OF WAY OF MILNER DRIVE TO A POINT OF CURVATURE, OF A NON RADIAL CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 74°27'18" EAST, A RADIAL DISTANCE OF 2385.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID RIGHT-OF-WAY, , ALONG AN ARC HAVING A RADIUS OF 2385.96 FEET, THROUGH A CENTRAL ANGLE OF 09°19'32", AN ARC DISTANCE OF 388.35 FEET, TO THE POINT OF BEGINNING.

CONTAINS 128,587.025 SQ. FEET MORE OR LESS, OR 2.95 ACRES.

Michael T. Owen

Digitally signed by Michael T. Owen
Date: 2022.02.10 08:59:35 -05'00'

MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE

**SKETCH & DESCRIPTION OF:
PARCEL DESCRIPTION**

PREPARED FOR:
**MILNER FIRE
DEPARTMENT**

PORT SAINT LUCIE OFFICE
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**ENGINEERS & SURVEYORS
ENVIRONMENTAL**
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
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REVISIONS

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ABBREVIATION LEGEND

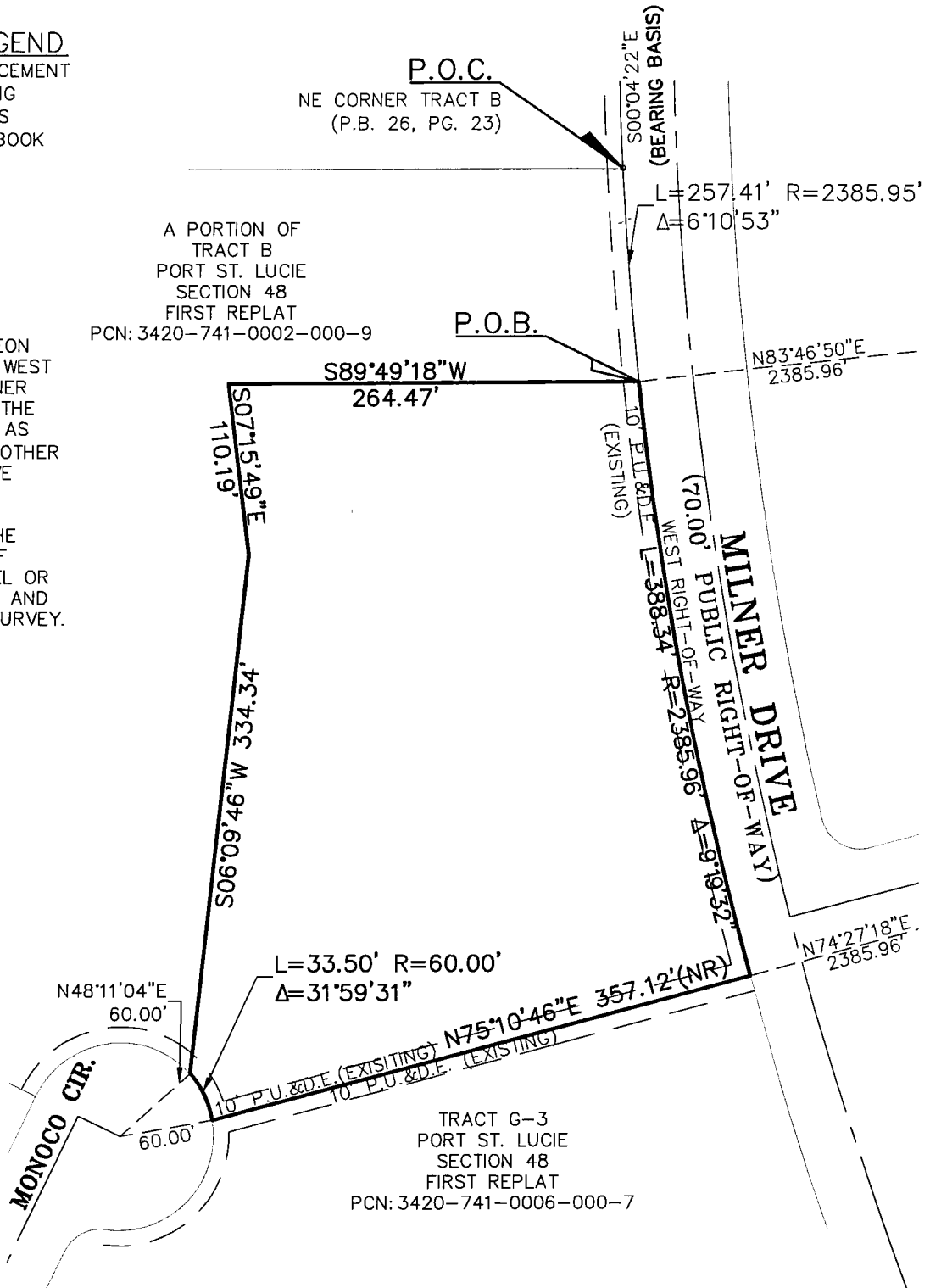
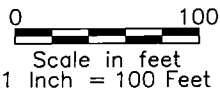
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- PG. PAGE
- R/W RIGHT OF WAY
- ☉ CENTER LINE
- S/D SUBDIVISION
- NR NOT RADIAL

NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST RIGHT OF WAY OF MILNER DRIVE AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.



INTENDED DISPLAY SCALE



**SKETCH & DESCRIPTION OF:
PARCEL DESCRIPTION**

PREPARED FOR:
**MILNER FIRE
DEPARTMENT**

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F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
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REVISIONS

EXHIBIT "B"

Sketch of the Easement Premises

NOTE:

DESCRIPTION NOT
VALID WITHOUT
SKETCH.

THIS IS NOT A SURVEY

DESCRIPTION:

THE FOLLOWING FOUR TRACTS LIE IN TRACT "B", ACCORDING TO THE FIRST RE-PLAT OF PORT ST. LUCIE SECTION FORTY-EIGHT, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 26, PAGE(S) 23, 23A THROUGH 23L, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "B", BEING THE INTERSECTION OF THE NORTH LINE OF SAID TRACT "B" AND THE WEST RIGHT OF WAY OF MILNER DRIVE (HAVING A 70.00 FOOT WIDE RIGHT OF WAY); THENCE SOUTHERLY, ALONG THE WESTERLY RIGHT-OF-WAY OF MILNER DRIVE, ALONG AN ARC HAVING A RADIUS OF 2,385.96 FEET, THROUGH A CENTRAL ANGLE OF 06°10'53", AN ARC DISTANCE OF 257.41 FEET; THENCE SOUTH 89°49'18" WEST, A DISTANCE OF 187.35 TO POINT "A"; THENCE CONTINUE SOUTH 89°49'18" WEST, A DISTANCE OF 84.99 TO POINT "B"; THENCE CONTINUE SOUTH 89°49'18" WEST, A DISTANCE OF 8.54 FEET; THENCE SOUTH 07°15'49" EAST, A DISTANCE OF 52.34 FEET TO POINT "C"; THENCE CONTINUE SOUTH 07°15'49" EAST, A DISTANCE OF 57.84 FEET; THENCE SOUTH 06°09'46" WEST, A DISTANCE OF 90.90 FEET TO THE POINT OF BEGINNING OF A 10.00 FOOT WIDE TRACT, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THENCE NORTH 83°01'32" EAST, A DISTANCE OF 276.37 FEET TO THE WEST LINE OF AN EXISTING PUBLIC UTILITY AND DRAINAGE EASEMENT RECORDED IN THE SAID PLAT OF "THE FIRST RE-PLAT OF PORT ST. LUCIE SECTION FORTY-EIGHT" AND THE POINT OF TERMINUS.

RETURNING TO AFORESAID POINT "A", BEING THE POINT OF BEGINNING OF A 10.00 FOOT WIDE EASEMENT THENCE SOUTH 71°46'09" WEST A DISTANCE OF 94.55 FEET AND THE POINT OF TERMINUS.

RETURNING TO AFORESAID POINT "B", BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT THENCE CONTINUE SOUTH 89°49'18" WEST, A DISTANCE OF 8.54 FEET; THENCE SOUTH 07°15'49" EAST, A DISTANCE OF 13.83 FEET; THENCE NORTH 26°17'33" EAST, A DISTANCE OF 15.33 FEET TO THE POINT OF BEGINNING.

RETURNING TO AFORESAID POINT "C", BEING THE POINT OF BEGINNING OF A 10.00 FOOT WIDE EASEMENT THENCE SOUTH 52°08'43" EAST, A DISTANCE OF 46.73 FEET TO THE POINT OF TERMINUS.

ALL EASEMENT LINES ARE TO BE EXTENDED AND/OR TRIMMED AT THE PROPERTY LINES AND TO CREATE A CLOSED BOUNDARY.

EASEMENT LINES LIE 5.00 FEET ON EACH SIDE OF THE CENTERLINE.

CONTAINING 4,235.15 SQUARE FEET (0.10 ACRES), MORE OR LESS

(Handwritten Signature)
 MICHAEL T. OWEN
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION #5556

(Handwritten Date)
 SIGNATURE DATE

(Professional Seal)
 STATE OF FLORIDA
 PROFESSIONAL SURVEYOR & MAPPER
 License Number 5556

<p>SKETCH & DESCRIPTION OF: UTILITY EASEMENT</p>	<p>PORT SAINT LUCIE OFFICE 10250 SW VILLAGE PARKWAY SUITE 201 PORT SAINT LUCIE, FL 34987 ☎ 772-462-2455 🌐 www.edc-inc.com</p>	 <p>EDC ENGINEERS & SURVEYORS ENVIRONMENTAL F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935 L.B. CERTIFICATE OF AUTHORIZATION 8098</p>
<p>PREPARED FOR: MILNER FIRE STATION</p>		

THIS IS NOT A SURVEY

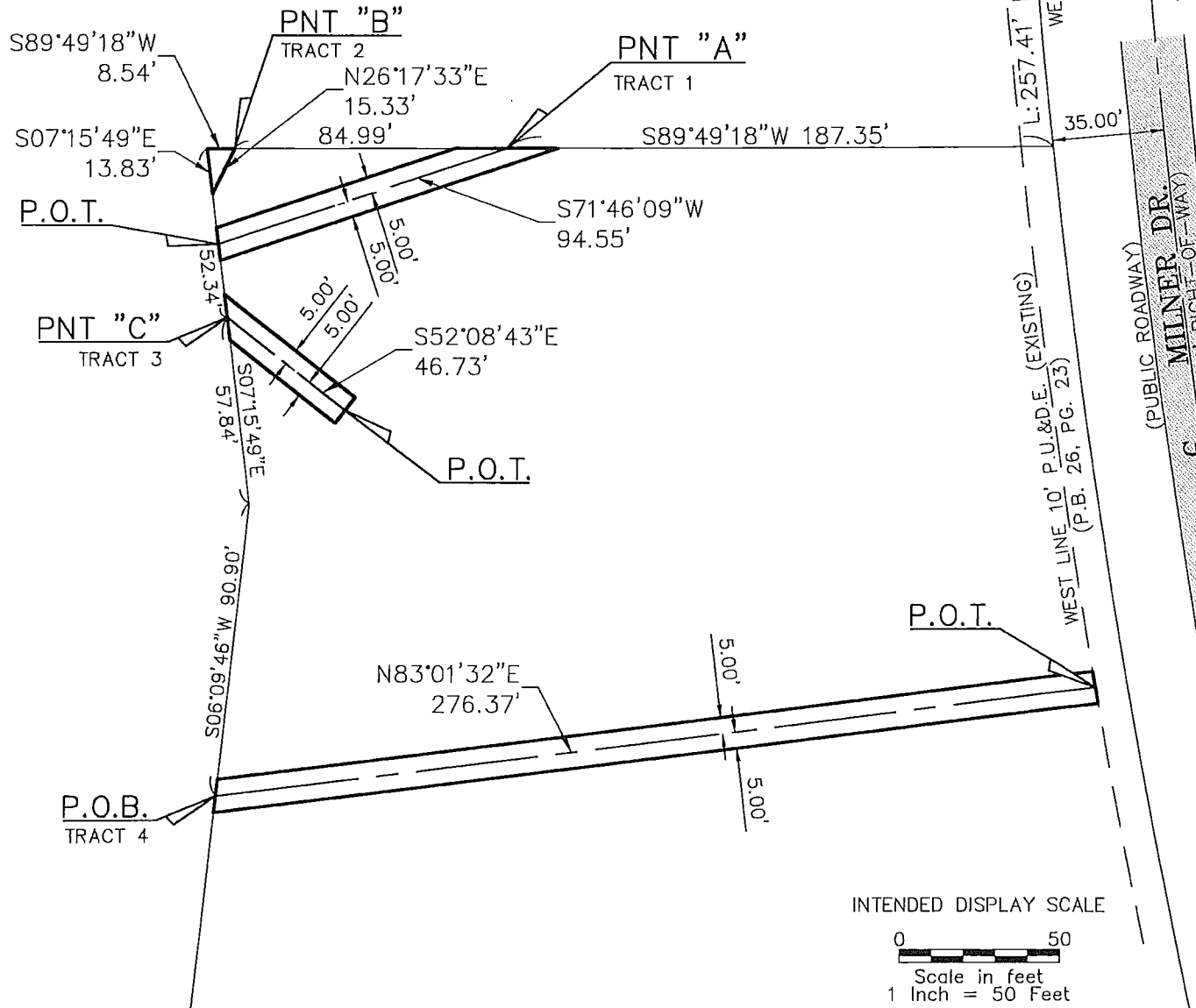
NOTES:

- BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF SECTION 15 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
- THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- O.R.B. OFFICIAL RECORD BOOK
- P.B. PLAT BOOK
- PG. PAGE
- R/W RIGHT OF WAY
- CL CENTER LINE
- S/D SUBDIVISION
- NR NOT RADIAL

NORTH LINE TRACT "B"
 P.O.C.
 NORTHEAST CORNER TRACT B
 ACCORDING TO THE FIRST RE-PLAT OF PORT ST. LUCIE SECTION 48



SKETCH & DESCRIPTION OF:
 UTILITY EASEMENT

PREPARED FOR:
MILNER FIRE STATION

PORT SAINT LUCIE OFFICE
 10250 SW VILLAGE PARKWAY
 SUITE 201
 PORT SAINT LUCIE, FL 34987
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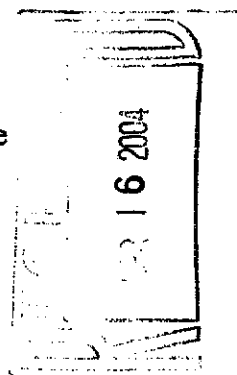
ENGINEERS & SURVEYORS
 ENVIRONMENTAL
 F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
 L.B. CERTIFICATE OF AUTHORIZATION 8098

REVISIONS

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 12 day of April 2004, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "City" or "Lessor,") and the ST. LUCIE COUNTY FIRE DISTRICT, a State of Florida independent special taxing district, (hereinafter referred to as "District" or "Lessee"). In consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

1. Lessor hereby agrees to lease to Lessee the Subject Premises, currently owned by Lessor, known as Tract "B" in Section 48, located in the northern section of the City, comprising approximately 13.3 acres, which is legally described in Exhibit "A," attached hereto and included herein by this reference.
2. The term of this Lease Agreement shall be fifty (50) years, commencing on the 1st day of April, 2004, and terminating on the 31st day of March, 2054.
3. Lessee shall pay Lessor, as rent under this Lease Agreement, the sum of Four Thousand (\$4,000.00) Dollars per year during the term of this Lease Agreement. Said total payment of Two Hundred Thousand (\$200,000.00) Dollars shall be made by Lessee to Lessor on or before the commencement date of this Lease Agreement.
4. Lessee hereby covenants and agrees to construct and operate maintenance and purchasing facilities and an administrative building for the District on the Subject Premises, which shall be subject to the review and approval of the City's Planning and Zoning Department. In addition, it is the intention of the District to construct and operate a fire station on the Subject Premises, at such time that the District Board determines the need for a fire station at that location, according to established criteria.



5. An engineered site plan for the Subject Premises shall be submitted to the City for its review and approval, based on the terms and conditions of this Lease Agreement. As part of said site plan, the District shall be required to maintain appropriate conveyances for stormwater, or relocate them to the satisfaction of the City's Engineering Department, so as to properly continue the utilization of the existing retention area located in the western portion of Tract "B." A copy of said site plan shall be attached hereto as Exhibit "B," and made a part hereof by this reference. Said site plan shall also provide for the location of the "tot lot," described in Paragraph 7 below.

6. Lessee shall also permit the location and construction of a raw water well site on the Subject Premises, as close as possible to Milner Drive or other location as mutually agreed upon by the City and District. Said well site shall be a minimum of one-quarter (1/4) acre in size, and the District shall provide access by the City to the well site for both construction and maintenance purposes.

7. Lessee shall also pay, within sixty (60) days of a request by the City, up to a maximum amount of Thirty-Five Thousand (\$35,000.00) Dollars, for the construction of a "tot lot" on the Subject Premises, based upon designs and standards mutually agreed upon by the City and the District. Said "tot lot" shall have a minimum area of one-half (1/2) acre. In addition, Lessee shall provide access for use of the "tot lot" by the public and access by the City for construction and maintenance purposes.

8. Lessee shall comply with all applicable federal, state and municipal laws and regulations, including, but not limited to, appropriate buffering, noise abatement and traffic safety.

9. Lessee shall not use the Subject Premises for any unlawful, improper or immoral purposes nor allow any waste or nuisance on the Subject Premises.
10. Lessee shall not assign this Lease Agreement to another party without the written approval of the Lessor.
11. Lessee shall have the right, at its own expense, from time to time during the lease term, to improve or alter the Subject Premises. Lessee covenants that such improvements and alterations shall be made in a workmanlike manner and in compliance with all applicable federal, state and municipal laws and regulations.
12. Lessee shall be responsible for obtaining any and all necessary permits and approvals required for any improvements constructed pursuant to this Lease Agreement. All construction on the Subject Premises shall be performed by duly licensed contractors that are duly licensed by the City. Lessee shall be solely responsible for the construction and maintenance of the improved property and shall keep it in good repair, solely at Lessee's expense, during the duration of this Lease Agreement.
13. Lessee shall not, in the use or occupation of the Subject Premises, and in the conduct of Lessee's activities, discriminate against any worker, employee, participant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit a discriminatory practice.
14. Lessor shall take all steps necessary to insure that the Subject Premises are properly zoned under the City's land use regulations for the Lessee's above-stated intended uses and public purposes.
15. Lessor shall not be liable for any damage claims arising from injury to persons or property from any cause relating to the occupancy of the Subject Premises by

20. In addition, this Lease Agreement shall terminate in the event that Lessee ceases to use the Subject Premises for public purposes or to operate District facilities on the Subject Premises. In that event, the Subject Premises shall revert back to the ownership by the City.

21. Lessee is hereby given an option to renew its leasehold interest in the Subject Premises for an additional term of twenty-five (25) years at the rental rate of Four Thousand (\$4,000.00) Dollars per year, provided that Lessee shall give Lessor, prior to the expiration of the term of this Lease Agreement, thirty (30) days written notice of its desire to procure such new lease. A new lease agreement for the term of such renewal shall be executed on such renewal setting out covenants, conditions and other terms of the lease, modified as required in this provision.

22. Any and all remedies provided to Lessor for the enforcement of the provisions of this Lease Agreement are cumulative and non-exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease Agreement or remedies authorized by law or both. The prevailing party shall be entitled to any costs or expenses, including reasonable attorney's fees, incurred in enforcing any terms of this Lease Agreement or in pursuing any legal action for the enforcement or protection of either party's rights.