

ORDINANCE 12-10

COUNCIL ITEM 10c  
DATE 2/27/12

**AN ORDINANCE PROVIDING FOR THE THIRD AMENDMENT OF THE PLANNED UNIT DEVELOPMENT DOCUMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR FOUNTAINVIEW PLAZA PUD AT ST. LUCIE WEST LOCATED IN A PLANNED UNIT DEVELOPMENT DISTRICT; PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, by Ordinance 04-05, City of Port St. Lucie, the City of Port St. Lucie City Council rezoned to PUD and approved a Planned Unit Development Document and Conceptual Development Plan for Lot 6, St. Lucie West Plat No. 164, 2<sup>nd</sup> Replat in the Fountains at St. Lucie West (P03-307), and

**WHEREAS**, by Ordinance 04-59, City of Port St. Lucie, the City of Port St. Lucie City Council approved an amendment to the Planned Unit Development Document and Conceptual Development Plan for Fountainview Plaza at St. Lucie West (P04-50) to include Lots 7 through 10, St. Lucie West Plat No. 164, 2<sup>nd</sup> Replat in the Fountains at St. Lucie West, and

**WHEREAS**, by Ordinance 09-86, City of Port St. Lucie, the City of Port St. Lucie City Council approved an amendment to the Planned Unit Development Document and Conceptual Development Plan for Fountainview Plaza at St. Lucie West (P09-123) to allow certain permitted and special exception uses that are specified in Section 158.124 – General Commercial Zoning District; to allow college, technical or vocational schools as permitted uses; and to establish the parking requirements of the uses in the PUD document, and

**WHEREAS**, the proposed changes to the Planned Unit Development Document and Conceptual Development Plan are consistent with Sections 158.170, et seq., Port St. Lucie City Code.

**ORDINANCE 12-10**

**NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:**

Section 1. That the Planned Unit Development Document and Conceptual Development Plan for Fountainview Plaza at St. Lucie West (P11-140) , as approved by Ordinances 04-05, 04-59, and 09-86 City of Port St. Lucie, is amended as reflected in the Planned Unit Development Document labeled Exhibit "A" and attached hereto.

Section 2. That the provisions of Ordinances 04-05, 04-59, and 09-86 City of Port St. Lucie, not inconsistent with the provisions of Section 1 herein shall remain in full force and effect.

Section 3. 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 \_\_\_\_ day of \_\_\_\_\_, 2012.

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

**Katherine Huntress**

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**From:** April Stoncius  
**Sent:** Thursday, February 16, 2012 8:15 AM  
**To:** Katherine Huntress  
**Subject:** RE: minutes  
**PLANNING AND ZONING BOARD MEETING MINUTES**  
**7, 2012**

**FEBRUARY**

**D. P11-140 FOUNTAINVIEW PLAZA – PUD AMENDMENT NO. 3**

Ms. Huntress said, “Cotleur and Hearing is acting as the agent for the owners, as there are multiple owners in the Fountainview Plaza PUD. They are listed in Exhibit ‘E’ of the PUD document. The property is located on the south and east side of SW-Fountainview Boulevard, south of St. Lucie West Boulevard, north and west of The Belmont multi-family development, and east of I-95. The legal description is Lots 6-10, St. Lucie West Plat No. 164, 2nd Replat, and is approximately 30 acres. The existing zoning is the Fountainview Plaza Planned Unit Development, and the existing uses are office building, Carrabba’s Restaurant, Residence Inn, and cleared vacant land with partial pavement. A detailed list of the Third Amendment is on Page 4 of the PUD document and includes the following:

- 1) To provide for a multi-family residential use.
- 2) Addition of shared parking regulation.
- 3) Reduce the requirement for native vegetation from 75% to 50%.
- 4) Update the Conceptual Plan.

The proposal is consistent with the direction and policies of the Comprehensive Plan. Objective 1.1.4 states that future growth, development, and redevelopment shall be directed to the appropriate areas as depicted on the Future Land Use Map. The Site Plan Review Committee reviewed the request, and unanimously recommended approval on December 28, 2011. The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land-use map and policies of the City’s Comprehensive Plan and the St. Lucie West DRI, and recommends approval. We have had numerous correspondences from St. Lucie West residents concerning this project. After the packets were put together, we received a letter from the Florida Department of Transportation that you should have in front of you. A majority of the correspondence was from the residents of The Belmont, which is adjacent to the eastern border of the PUD. There is also an email from a board member of the Magnolia Lakes HOA in opposition to the project. The main concerns of the residents are as follows:

- 1) The addition of residential units.
- 2) The need for commercial/retail.
- 3) The building height.
- 4) The noise and light.
- 5) The buffer between The Belmont and the proposed development.
- 6) The Dumpster location.
- 7) The pool location.
- 8) Traffic congestion.
- 9) The decrease in native vegetation.

We organized the letters so that there was one form letter that people signed. There were also

some additional independent comments." Chair Parks stated, "We received them, and it is very difficult to read this amount of material on the dais, but many of them were a form letter. I believe there are approximately 45 disapprovals."

Donaldson Hearing, Coteleur and Hearing, representing the applicant, said, "It may be most appropriate for this item to be heard simultaneously with the Site Plan." Chair Parks advised, "Generally speaking, our applicants don't request that of me, but I was already going to do that." Mr. Hearing clarified, "So we will just defer this matter until the Site Plan." Chair Parks stated, "I would prefer that you do your presentation now."

Mr. Hearing said, "Before you is a request to amend the existing PUD document and PUD Master Plan for this project. There are four components that we want to modify. The intent of it is so that we can create a vibrant mixed use center at the Fountainview site, which is a part of the Fountainview PUD. They are the largest group of undeveloped parcels that are remaining at the intersection of I-95 and St. Lucie West Boulevard. The amendments are supported by 100% of the commercial property owners, and some of them are here today. There are some concerns that have been identified by the residents, and we will speak to those when we get into the details of the Site Plan. The amendments that we are proposing are to add residential as a component to this PUD so we can create a vibrant mixed use center. One of the underlying land uses is residential, so it is fully consistent with your Comprehensive Plan, and is the overall intent of creating a mixed use center. Also, we have introduced a shared parking methodology based on the Urban Land Institute. The existing PUD has shared parking, but it assumes shared parking for one parcel to the next. We are proposing shared parking to recognize the synergies of the specific nature of our mixture of uses that we have. For example, the synergies between residential and professional office that are there. The current PUD document requires that 75% of the landscaping be of native plant materials, which limits what we can achieve from a design perspective. The City Code requires 50% for trees and a little less for shrubs. We are asking for 50% native plant materials, 50% trees, and 50% shrubs, so we can develop a landscape theme that is consistent with a vibrant mixed use center."

Mr. Gardner inquired, "Could you clarify the mixed parking scenario?" Mr. Hearing responded, "Mixed use projects commonly have shared parking. During the day, you will have office workers; however, the peak of the office use is different from that of a residential use. The same thing with restaurants, as we have a restaurant pad that is included as a part of our proposed Site Plan. The restaurant pad would be used such as Carrabba's across the street that drives a large evening type of peak parking requirement, as opposed to the parking that would be required during the day. The Urban Land Institute has developed, together with the Institute of Traffic Engineers, a methodology to evaluate what those peaks are each day of the week, including the weekend. We determined what the maximum peak is to determine the required parking allocation for the site." Mr. Gardner clarified, "In your calculations, you are factoring in the apartments at 10:00 p.m. that are at full capacity, and you are calculating that people are parking across the street at the business locations." Mr. Hearing responded, "They would be within a very close proximity. We assume that about 10% of the office parking in the evening hours would be open." Mr. Gardner asked, "Would the residents have to park across the street at a business?" Mr. Hearing replied, "The residents will only have to walk a certain distance that is all within a very close proximity. They are walking no further from their car, whether they were parking in the areas that are solely dedicated to residential versus where they would be walking from for the shared parking." Mr. Gardner questioned, "Do the property owners across the street know that their parking is going to be shared with the apartments across the street?" Mr. Hearing answered, "Since it is all one development, we typically have a shared parking covenant. As part of the residential as well as the office, they are made aware of the shared parking. We can't assign parking when you are dealing with shared parking. We use a covenant so that every tenant and property owner is aware of it. This is a methodology that we have used very effectively in other parts of the state." Secretary Blazak clarified, "I just want to make it clear that you

are not reducing the quantity by 25%, but you are reducing the type of landscaping." Mr. Hearing stated, "We are only talking about the type. That is correct." Secretary Blazak said, "You will be consistent with what the rest of the City has with requiring 50% native-type plants." Mr. Hearing responded, "Absolutely."

Mr. Ojito asked, "Are the building locations preset, or do you have flexibility on the site?" Mr. Hearing replied, "There is some flexibility, pursuant to the PUD Master Plan." Mr. Ojito stated, "I have concerns about the lack of pedestrian connectivity between the different buildings. I would like to see more creativity in the Site Plan." Mr. Hearing remarked, "I will go over it in the Site Plan phase." Chair Parks questioned, "Has your company gotten together with the group of residents in that area in a public forum to present this to them prior to this meeting?" Mr. Hearing answered, "We met with them previously and earlier today. I also extended a willingness to meet with them following this meeting. We can address a majority of their concerns, and we will continue our dialogue with the residents." Chair Parks inquired, "When was the meeting held?" Mr. Hearing responded, "We met with them three weeks ago on January 23, 2012." Chair Parks asked, "Where was it located? How many people were in attendance?" Mr. Hearing replied, "It was at the clubhouse where we met with representatives from their board and the residents. It was an open meeting, but I'm not sure how they advertised for it." Chair Parks said, "Thank you."

Chair Parks opened the Public Hearing.

**STEVEN LEVENHERZ**, President of the Board of Directors of The Belmont at St. Lucie West, said, "We are the community directly to the east of the property. The City and the Planning and Zoning Department should strongly consider the original PUD for the site. Our community is cognizant of the economic times that we are confronted with. A lot of St. Lucie West properties are facing foreclosures, and many units are vacant. We are seeing enormous erosion in our tax base, reduction in our property values, and many of us are struggling to survive, as well as many associations. The City needs to consider the wants and needs of the communities that have these vacancies, as adding additional multifamily residential units will further dilute the tax base. We don't need more residential units in St. Lucie West, especially to amend an existing PUD. We need businesses, corporate offices, professional offices, and permanent jobs in the City, in our county, and in our country."

**TOM GIBSON**, property owner, said, "I own the two office buildings directly adjacent to this parcel. The PUD amendment has had 100% of the other commercial owners' approval. They are behind it all of the way. The site had been approved for 300,000 feet of office space, which would never happen in my lifetime. We have two buildings there that have 75,000 feet that we have struggled to get through in this down time. We believe and support the idea of a mixed use to bring more people in. Thank you."

**W.O. PEARCE**, The Belmont resident, said, "I think it is very important for the Board to view the entirety of St. Lucie West. There was obviously a vision when it was put there as a PUD. It is important that you keep that first and foremost in your mind, because if you approve this project, it is done. The question is what kind of image do we want to present? In my mind, I-95 and Exit 121 is an entrance to a very attractive and appealing place to be. If you drive down St. Lucie West, there are very attractive retail, professional, and medical buildings, and now you are going to put a midrise apartment complex at your front door. Whether you agree or disagree, I think you have to agree that it would present an image that is not consistent with what you have been trying to accomplish. There is really only one reason that this property is being developed in this direction, and that is because they haven't been able to sell the parcels, and we know why. We are in a bad economic situation. If you approve this project, it will be there forever. Our current economic buildings will not, and when things get better, those parcels will be sold. I feel for them having to carry them, but that is a risk of doing business. They are big boys, and they ought to know that when they get into it. You will set the image of what people are going to see

when they come into the St. Lucie West community.”

Mr. Pearce continued, “The traffic flow pattern is already a problem. You have redone the roundabout one time, and it will have to be redone again. If you put a stop light there, which is probably what you will have to do, it will have a major impact, because a lot of vehicles come off of I-95 now and turn right and go around the traffic circle and go back the other direction. They won’t be able to do that now, and the crossover from people coming off of I-95 trying to turn left on Peacock is already impossible many times because of the Mets games, and so forth. There is a problem there, and I don’t know how you are going to be able to resolve it. Thank you for the opportunity to speak.” (Clerk’s Note: Mr. Pearce submitted a letter of opposition.)

**LARRY GLICKMAN**, The Belmont resident, said, “I’m an owner, and I reside in The Belmont, which is very close to the hotel and in direct proximity to the proposed project. The issue everyone is focusing on is whether or not there should be residential allowed in that area. I want to speak in favor of the PUD amendment. When this project gets built there are going to be jobs, and when it is finished there are going to be people who are going to live, shop, and work in St. Lucie West. All of that will contribute to the revival of our area. I would rather the marketplace decide what should be done with this property than a decision be made by regulators. If investors have determined that it makes sense to invest, then I think we should allow that to happen and should support it, because it is the economic activity we are looking for. The rising tide will lift all of the boats, including my property and my investment. I would ask you to vote in favor of supporting the rising tide, which is with real investors, that have real money, that are doing a real project, and will create jobs in this area. Thank you.”

There being no further comments, Chair Parks closed the Public Hearing. Mr. Gardner said, “In 2003, I got off at Exit 121 for a tank of gas at 10:00 p.m. on a Saturday night, and it was dead as could be. My wife and I fell in love with St. Lucie West in the dark, and came back the next morning to buy a house. I feel that if we would have gotten off that exit and seen a four-story apartment building, it would have painted a different picture. I have to agree with the resident that came up earlier who indicated the overall aesthetics of the community is what people see. I don’t think that a project of this scale is appropriate. I could be in favor of a smaller project, but because of my feelings, I will not be voting in favor of this today.” Secretary Blazak inquired, “What height are the hotels?” Mr. Hearing explained, “The maximum height of a commercial building allowable is 75 feet, and the residential is 50 feet. The Hampton Inn is around 50 feet, and the newer six-story is around 67 feet in height. We will be below those heights on all of the buildings proposed as part of the PUD.” Secretary Blazak pointed out, “With the change in the landscape, you will be able to get some trees in the 35 to 40-foot range around these buildings to soften them.” Mr. Hearing replied in the affirmative. Mr. Battle asked, “Do you have anyone that is interested in the property, as far as the office space and restaurant space?” Mr. Hearing replied, “My client is speaking with people to move into the office space at this time, so there is some movement. There is nothing specific regarding the restaurant space or the retail, because it would be driven by being able to create some synergies within there. Without the residential, the potential of getting any meaningful retail in there likely wouldn’t occur, but there is some movement. The project is going to be at a minimum in the range of about a \$50 million initial direct capital expenditure. Those monies are going directly into the economy, which are hard dollars and money to the City. The common economic ripple effect of it is about \$120 million directly impacting the St. Lucie economy. Of course, there is the ad valorem tax, what the businesses will be spending, and what they bring to this economy. This is a very significant project, and when we get into the Site Plan, you will begin to understand the benefits of it. I would request that you approve the PUD, which does not approve the project. It just gives you the ability to evaluate the project. Without the PUD, we would not be able to present the project to you, should you find that it will be good for the City.” Chair Parks said, “I appreciated your money trail comments, which I think are very valuable. Often people have come to us with lovely plans, but didn’t have a money trail, which is paramount for the success of any project. Also, I have seen

people come in and we grant them wonderful projects, but within several months there is a for sale sign on that project. I don't want to approve it if you are going to sell the project. Is this an investor who is a strong capital person who will fulfill the project, and fulfill what is being proposed?" Mr. Hearing stated, "Let me introduce you to the developer, James Knuckle with Center Star Development. This is not speculative. He has closed on the property before he had the approval from the City. He is looking to create a vibrant mixed use center, and has the capital to do it." Mr. Gardner asked, "Do you have any statistics on the occupancy rate or the current rentals in St. Lucie West?" Mr. Hearing replied, "No. I don't have the direct statistics, although we do know that there is an increasing need for rentals in the market place. When we get into the details of our Site Plan, you will see why it is not the same as a traditional rental apartment. There haven't been any new ones built in a long time, but there are people that are coming into town to work at VGTI or Torrey Pines. People may be coming from out of the country, because a lot of scientists come from out of the country, or they may be coming down from the northeast and still have a home up north that they can't sell, or they may not want to buy when they first get here, so this provides a great opportunity. We are also doing a lot of activity around the Scripps Max Planck area, and we are finding that a lot of the researchers, particularly the young people coming in working within the labs, are European and they'd much rather rent. In Europe, you rent a lot more than you own. We think the project provides a great opportunity, and it isn't a 500 unit facility that we are proposing. We have 215 residential units on our Site Plan, so it is a relatively small number." Mr. Gardner asked, "How do you substantiate the need for the project without statistics on what the available rentals are?" Mr. Hearing replied, "The market reports a need for it. You can't look at the rental market the same as you would a new mixed used project. We think that people will enjoy the amenity that we are bringing here that other cities don't have. It will have a professional management, and there will be some people that will rent in a project like ours, as opposed to those who would actually go find an individual home to rent within a neighborhood. The Belmont has a pretty good population of renters, as opposed to owners. It will be a high-end rental with air conditioned corridors. They are not garden apartments, as you will see when we get into the Site Plan. We have elevators in our buildings, so we can appeal to a very broad scale of people."

Mr. Gardner said, "I'm concerned, because we looked at the occupancy statistics with the service stations a couple of months back, as far as the amount of gas pumps there were to people, and it is a concern. It concerns me with the amount of vacant real estate that we are going to green light a project like this in the name of getting this parcel sold. I support the development process, but I just want to make sure we are picking the right use for it." Mr. Ojito stated, "I'm torn in the sense that I'm for mixed use, as I think that is something that works. The problem I have is that if I vote for this, which I'm on the fence on, we will end up with a Site Plan that I don't think has any merit. When you look at mixed uses, residential over retail and a more pedestrian friendly type of mixed use uses less asphalt. I know there are a lot of parking requirements, but the issue that I have is that if we vote for this, then we lose our leverage with the Site Plan. That is something that we need to look at." Secretary Blazak said, "We have before us the amendment to allow residential, and we will work towards the Site Plan. I see it as a plus to have this. I think there is a market, and we have a developer that wants to bring us a new project. There is certainly a need for it in that area, and they have covered the positives for it. Obviously, the Site Plan Review Committee has looked at it and there is something that they like, as they unanimously approved it. I think for the amendment to have residential in this area is fine."

Secretary Blazak **moved** to recommend approval of P11-140, Fountainview Plaza, PUD Amendment Number 3. Mr. Martin **seconded** the motion, which **passed** by roll call vote with Mr. Battle, Mr. Martin, Secretary Blazak, Chair Parks, and Vice Chair Rooksberry voting in favor, and Mr. Gardner and Mr. Ojito voting against.

CITY OF PORT ST. LUCIE, FL - CITY COUNCIL

COUNCIL ITEM  
DATE

AGENDA ITEM REQUEST

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MEETING:                   REGULAR   X                     SPECIAL     

DATE: February 27, 2012 and March 12, 2012

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ORDINANCE   X   RESOLUTION      MOTION      PUBLIC HEARING   X  

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ITEM:           PROJECT NO. P11-140  
                  PUD (PLANNED UNIT DEVELOPMENT) AMENDMENT APPLICATION  
                  FOUNTAINVIEW PLAZA PUD AMENDMENT NO. 3

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**RECOMMENDED ACTION:** The Planning and Zoning Board reviewed the request on February 7, 2012 and recommended approval with a vote of 5 to 2.

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**EXHIBITS:**

- A. Ordinance
  - B. Staff Report
  - C. Support Materials
- 

**SUMMARY EXPLANATION/BACKGROUND INFORMATION:** A detailed list of the 3<sup>rd</sup> amendment to the PUD is on page 4 of the PUD document and includes the following:

1. Provide for a multi-family residential use.
  2. Addition of shared parking regulation.
  3. Reduce the requirement for native vegetation from 75% to 50%.
  4. Update the conceptual plan.
- 

**SUBMITTING DEPARTMENT:** PLANNING and ZONING

**DATE:** 2/14/12

**EXHIBIT "A"**



**Cotleur &  
Hearing**

Landscape Architects | Land Planners | Environmental Consultants

1934 Commerce Lane · Suite 1 · Jupiter, Florida · 33458 · Ph 561.747.6336 · Fax 561.747.1377 · www.cotleurhearing.com · Lic # LC-C000239

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# **PUD Application**

Third Amendment

(P11-140)

**RECEIVED**

**FEB 21 2012**

**PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL**

**Fountainview Plaza PUD**

**At St. Lucie West**

**Lots 6-10**

**PREPARED FOR:** Fountainview Plaza PUD, Lots 6 - 10

**PREPARED BY:** Donaldson Hearing, Cotleur & Hearing, Inc.  
Melissa K. Samfilippo, Cotleur & Hearing, Inc.

**DATE:** October 18, 2011, Revised December 7, 2011,  
Revised January 30, 2012

**PROJECT TEAM:** Cotleur Hearing, Zoning Entitlements  
MacKenzie Engineering & Planning, Inc., Traffic

**PUD AMENDMENT APPLICATION**

CITY OF PORT ST. LUCIE  
Planning & Zoning Department  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984  
(772)871-5212 FAX:(772)871-5124

**FOR OFFICE USE ONLY**

Planning Dept. P14140  
Fee (Nonrefundable)\$ 2,582.78  
Receipt # 11374

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie." Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting. All items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in **BLACK** ink.

**PRIMARY CONTACT EMAIL ADDRESS:** DHEARING@COTLEUR-HEARING.COM

**PROPERTY OWNER:**

Name: FOUNTAINVIEW PLAZA PUD  
Address: MULTIPLE OWNERS, SEE EXHIBIT 3 OF THE PUD DOCUMENTS  
Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_

**RECEIVED**

**AGENT OF OWNER** (if any)

OCT 19 2011

Name: DONALDSON HEARING, COTLEUR & HEARING, INC  
Address: 1934 COMMERCE LANE, SUITE 1, JUPITER, FL 33458  
Telephone No. 561-747-6336 FAX No. 561-747-1377

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

**PROPERTY INFORMATION**

Legal Description: St. Lucie West Plat No. 164 2nd Re-Plat in the Fountains Plat Book 43, pages 9 and 9A (Lots 6-10)  
(Include Plat Book and Page)

Parcel I.D. Number: SEE EXHIBIT 3 OF THE PUD DOCUMENTS

Current Zoning: PUD Proposed Zoning: PUD

Future Land Use Designation: CH/CG/RH/1 Acreage of Property: 30.139 AC

Reason for amendment request: \_\_\_\_\_

TO PROVIDE FOR A MULTIFAMILY RESIDENTIAL USE, ADDITION OF SHARED PARKING REGULATIONS,

AND TO REDUCE THE REQUIREMENT FOR NATIVE VEGETATION FROM 75%-50%

1) Applicant must list on the first page of the attached amendment all proposed changes with corresponding page number(s).

2) All proposed additions must be underlined and deleted text must have a strikethrough.

3) Where there are conflicts between the requirements of the general provisions of this chapter or other applicable codes of the city and the requirements established by official action upon a specific PUD, the latter requirements shall govern.

  
\_\_\_\_\_  
Signature of Owner

DONALDSON HEARING  
\_\_\_\_\_  
Hand Print Name

10.17.2011  
\_\_\_\_\_  
Date

\*If signature is not that of the owner, a letter of authorization from the owner is needed.

**NOTE:** Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

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## List of Amendments

3<sup>rd</sup> PUD Amendment

<u>Page #</u>	<u>Description</u>
<u>5</u>	<u>Revise Exhibit 1- Text of Introduction</u>
<u>6</u>	<u>Revise Exhibit 2- Update text of PUD Application Checklist</u>
<u>7</u>	<u>Revise Exhibit 3- Update property owner information</u>
<u>17</u>	<u>Revise Exhibit 5- To include a Density Statement, allowable residential units within the PUD. Add Multi-Family Residential parking requirement</u>
<u>19</u>	<u>Revise Exhibit 5- Add setback requirements for residential buildings and Shared Parking regulations and example.</u>
<u>20</u>	<u>Revise Exhibit 6- Add Multi-Family Residential as a permitted principal use</u>
<u>26</u>	<u>Revise Exhibit 6- Change the native vegetation requirement from 75% to 50%</u>
<u>33</u>	<u>Revise Exhibit 8- Updated conceptual PUD plan per proposed site plan application</u>
<u>34</u>	<u>Revise Exhibit 8- Updated conceptual PUD to include "PUD" as the existing zoning</u>
<u>37</u>	<u>Add new Unified Control Document, to be signed by the Authorized Agent</u>

## Introduction

Fountainview Plaza of St. Lucie West is an approved Upscale Commercial PUD to provide a synergy of professional businesses and retail establishments while providing support services and complimentary retail and office development based on the current market demand.

The approved site consists of 30.139 acres of former pasture and farmland without any environmentally sensitive areas. It includes Lots 6, 7, 8, 9 and 10.

The purpose of the 3<sup>rd</sup> Amendment is to provide a residential use within the PUD by regulating the maximum building height, setback and minimum parking requirements. In addition, shared parking regulations have been provided utilizing the Urban Land Institute mythology for shared parking exclusively for Lot 6. This 3<sup>rd</sup> Amendment will also reduce the native requirement for landscape material from 75% to 50%.

The uses allowed within these Lots are outlined in Exhibit 5 and Exhibit 6A to 6E. Architectural standards shall be as allowed by the St. Lucie West Architectural Review Committee.

Exhibit 5X and exhibits 6F to 6I apply to Lot 6 only.

This application is respectfully submitted to the Planning and Zoning Department of the City of Port St. Lucie for processing as the ~~2<sup>nd</sup>~~ 3<sup>rd</sup> Amendment to the Fountainview Plaza P.U.D. The format will follow the outline presented in the P.U.D. Zoning District Standards and Application requirements.

**(Changes to the P.U.D. are indicated with underlined new information and strikeout of deleted information.)**

Exhibit

2

## PUD Application Checklist

1. Statement of Unified Control of the entire area within the P.U.D. is provided by way of the enclosed agent authorization letters from the Owners of the Lots included within this PUD. Although the individual Lots are now under separate ownership, they are all still bound by the PUD agreement, as shown in Exhibit 9. In addition to the original agreement, a new unified control document has been provided to be signed by the authorized agent for the PUD, Cotleur & Hearing, Inc.
2. Fountainview Plaza of St. Lucie West is a Commercial facility and contains uses as permitted herein.
3. Exhibit 8 has been revised with the 3<sup>rd</sup> Amendment to reflect the proposed site plan for Lot 6 and all of the Lots within the PUD on one sheet. ~~contains the original conceptual plan for the PUD, which was only for Lot 6. It also contains the 1<sup>st</sup> Amendment conceptual plan for the extended PUD, which includes the addition of Lots 7, 8, 9 and 10. This~~ The 2<sup>nd</sup> Amendment application further corrects a scrivener's error regarding the designation of the Open Space Tract to PUD on the official zoning maps of the City. The original PUD included only Lot 6. The 1st Amendment to the PUD added Lots 7, 8, 9 and 10 to the PUD. The Open Space Tract was not included in the legal description of Ordinance 04-59 approving the 1st Amendment, the owner of the Open Space Tract was not a party to the 1st Amendment, and the total acreage of the PUD as reflected in the 1st Amendment did not include the Open Space Tract. There are no standards and regulations within the PUD governing the Open Space Tract, ownership and maintenance of which was provided for by St. Lucie West Plat No. 164. After approval of the 1st Amendment the zoning map was inadvertently changed to designate the Open Space Tract as PUD and it should now be corrected to reflect the zoning designation it had prior to that change.
4. Please see Exhibit 4 for the General Standards established for the Planned Unit Development. The maximum building heights, minimum setbacks and other site data are shown in Exhibit 5. Proposed development uses are shown in Exhibit 6.
5. This development is within the City limits of Port St. Lucie with underlying land uses to support the intended uses.

Exhibit

**3**

## Property Owners and PUD Zoning Application

### Lot 6

Parcel Id – 3326-702-0003-000-6 / 3326-702-0003-020-2 / 3326-702-0003-010-9

**HL St. Lucie LLC**

646 Hermitage Circle

Palm Beach Gardens, FL 33410-1611

### Lot 7

Parcel Id – 3335-600-0001-000-7 (Unit A) / 3335-600-0002-000-4 (Unit B)

**RM at St. Lucie West Development, Inc and ESA-Pompano, LLC**

3325 S. University Drive, Suite 210

Cooper City, FL 33328

Parcel Id – 3335-600-0003-000-1 (Unit C)

**Palmetto Hospitality of Port St. Lucie II, LLC**

340 East Main Street, Suite 300

Spartanburg, SC 29301

### Lots 8 and 9

Parcel Id – 3326-706-0001-000-4 / 3326-706-0002-000-1

**Lineberry Properties, Inc.**

116 Lineberry Blvd., Suite 301

Mt. Juliet, TN 37122

Parcel Id – 3326-706-0003-000-8

**Charter Realty & Investment Company, LLC**

c/o Possess, Kolbert & Strauss, PLLC

6100 Glades Road, Suite 204

Boca Raton, FL 33434

### Lot 10

Parcel Id – 3326-702-0007-000-4

**PSL Office 2 LLC**

3710 Buckeye Street, Suite 100

Palm Beach Gardens, FL 33410

**Designation of Authorized Agent**

Before me, the undersigned authority, personally appeared CARY LUSKIN of HL St. Lucie LLC, who being by me first duly sworn, on oath deposes and states as follows:

- 1. That CARY LUSKIN of HL St. Lucie LLC is an applicant of the property described as:

St. Lucie West Plat #164 2<sup>nd</sup> Replat.in the Fountains (PB 43-9), Lot 6

And said property located on SW Fountainview Blvd., Port St. Lucie, FL.

- 2. That HL St. Lucie LLC has appointed the firm of **Cotleur & Hearing, Inc.** to act as authorized agents on its behalf to represent lot 6 described above for the purpose of obtaining an amendment to the PUD documents.

Cary Lusk  
HL St. Lucie LLC  
646 Hermitage Circle  
Palm Beach Gardens, FL 33410

**NOTARY ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF Palm Beach

I hereby certify that the foregoing instrument was acknowledged before me this 5<sup>th</sup> day of October, 2011, by Cary Alan Lusk

[ ] who is personally known to me or [  ] has produced Fl. drivers license #L250-101-56-271-0 as identification and who did take an oath.



Brittany Lee  
Notary Public  
Brittany Lee  
Printed name

Notary Public  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

## Designation of Authorized Agent

Before me, the undersigned authority, personally appeared Barry Ross, of RM at St. Lucie West Development, Inc. and ESA-Pompano, LLC, who being by me first duly sworn, on oath deposes and states as follows:

1. That RM at St. Lucie West Development, Inc. and ESA-Pompano, LLC is an applicant of the property described as:

Fountainview Commons at St. Lucie West Land Condominium (OR 2903-2324) Unit A and B (OR 2129-889; 2530-888)

And said property located on SW Fountainview Blvd., Port St. Lucie, FL.

2. That RM at St. Lucie West Development, Inc. and ESA-Pompano, LLC has appointed the firm of **Cotleur & Hearing, Inc.** to act as authorized agents on its behalf to represent lot 7, Units A and B described above for the purpose of obtaining an amendment to the PUD documents.
3. This authorization shall be for the sole purpose of amending the PUD documents to facilitate the development of Lot 6, to provide for shared parking on lot 6 and to provide for multi-family residential use. As a companion to this PUD amendment a NOPC to the DRI is proposed to provide for an exchange between Hotel and Residential land use.
4. This authorization shall be limited to the above and shall not permit changes or limitations to the development entitlements or site plan approvals for: (i) Lot 7, Units A and B, or (ii) any land or improvements referenced or dedicated to or under that certain Declaration of Condominium of The Fountainview Commons at St. Lucie West Land Condominium recorded 11/13/07 in OR 2903/2324 Official Records of Saint Lucie County, Florida.
5. All correspondence related to obtaining an amendment to the PUD documents shall be noticed to Adam J Reiss Esq at the below referenced address.



\_\_\_\_\_  
RM at St. Lucie West Development, Inc. and ESA-Pompano, LLC  
3325 S. University Drive, Suite 210  
Cooper City, FL 33328

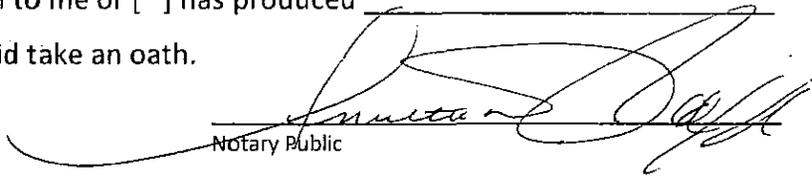
NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF Broward

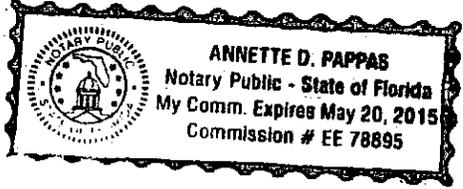
I hereby certify that the foregoing instrument was acknowledged before me this 18 day of Oct, 2011, by Barry Ross

who is personally known to me or  has produced \_\_\_\_\_ as identification and who did take an oath.

  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name

Notary Public  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_



**Designation of Authorized Agent**

Before me, the undersigned authority, personally appeared A. Foster Chapman of Palmetto Hospitality of Port St. Lucie II, LLC, who being by me first duly sworn, on oath deposes and states as follows:

- 1. That A. Foster Chapman of Palmetto Hospitality of Port St. Lucie II, LLC is an applicant of the property described as:

Fountainview Commons at St. Lucie West Land Condominium (OR 2903-2324) Unit C (OR 2907-2027)

And said property located on SW Fountainview Blvd., Port St. Lucie, FL.

- 2. That Palmetto Hospitality of Port St. Lucie II, LLC has appointed the firm of **Cotleur & Hearing, Inc.** to act as authorized agents on its behalf to represent lot 7, Unit C described above for the purpose of obtaining an amendment to the PUD documents.
- 3. This authorization shall be for the sole purpose of amending the PUD documents to facilitate the development of Lot 6, to provide for shared parking on lot 6 and to provide for multi-family residential use. As a companion to this PUD amendment a NOPC to the DRI is proposed to provide for an exchange between Hotel and Residential land use.
- 4. This authorization shall be limited to the above and shall not permit changes to the development entitlements or site plan approvals for Lot 7.

A. Foster Chapman  
Palmetto Hospitality of Port St. Lucie II, LLC  
340 East Main Street, Suite 300  
Spartanburg, SC 29301

**NOTARY ACKNOWLEDGMENT**

STATE OF ~~FLORIDA~~ South Carolina  
COUNTY OF Spartanburg

I hereby certify that the foregoing instrument was acknowledged before me this

10 day of November, 2011, by A. Foster Chapman,

who is personally known to me or [ ] has produced \_\_\_\_\_

as identification and who did take an oath.

Lisa H. Holland  
Notary Public

Lisa H. Holland  
Printed name

Notary Public

~~State of Florida at Large~~

My Commission Expires: 4-4-16

**Designation of Authorized Agent**

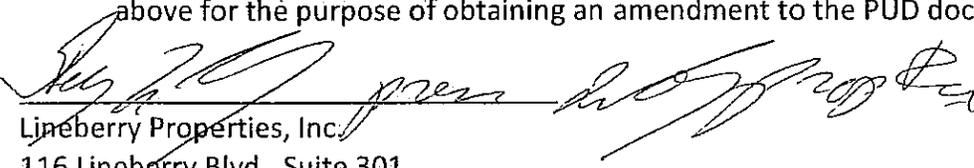
Before me, the undersigned authority, personally appeared Dwight Lineberry of Lineberry Properties, Inc., who being by me first duly sworn, on oath deposes and states as follows:

1. That Dwight Lineberry of Lineberry Properties, Inc. is an applicant of the property described as:

Promenade of St. Lucie West (OR 3025-2858) Lot 1 and 2 (OR 2308-145)

And said property located on SW Fountainview Blvd., Port St. Lucie, FL.

2. That Lineberry Properties, Inc. has appointed the firm of **Cotleur & Hearing, Inc.** to act as authorized agents on its behalf to represent lots 8 and 9 described above for the purpose of obtaining an amendment to the PUD documents.

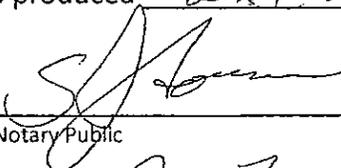
  
Lineberry Properties, Inc.  
116 Lineberry Blvd., Suite 301  
Mt. Juliet, TN 37122

**NOTARY ACKNOWLEDGMENT**

STATE OF ~~FLORIDA~~ FLORIDA

COUNTY OF WILSON

I hereby certify that the foregoing instrument was acknowledged before me this 11 day of Nov, 20 11, by S. J. Forman [  ] who is personally known to me or [  ] has produced Lic. as identification and who did take an oath.

  
Notary Public

S. J. Forman  
Printed name

Notary Public

State of Florida at Large  
My Commission Expires: June 24, 2012



**Designation of Authorized Agent**

Before me, the undersigned authority, personally appeared CHARLES F. POSESS, of Charter Realty & Investment Company, LLC, who being by me first duly sworn, on oath deposes and states as follows:

That CHARLES F. POSESS of Charter Realty & Investment Company, LLC is an applicant of the property described as:

The Promenade of St. Lucie West, A Commercial Condominium (OR 3025-2858), Lot 3, Parcel ID: 3326-706-0003-0008

And said property located on SW Fountainview Blvd., Port St. Lucie, FL.

- 1. That Charter Realty & Investment Company, LLC has appointed the firm of **Cotleur & Hearing, Inc.** to act as authorized agents on its behalf to represent lots 8 and 9 described above for the purpose of obtaining an amendment to the PUD documents

Charles F. Possess

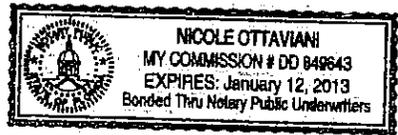
Charter Realty & Investment Company, LLC  
c/o Possess, Kolbert and Strauss, PLLC  
4455 Military Trail, Ste. 102  
Jupiter, FL 33458

**NOTARY ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I hereby certify that the foregoing instrument was acknowledged before me this 30th day of November, 20 11, by Charles F. Possess who is personally known to me or [ ] has produced \_\_\_\_\_ as identification and who did take an oath.

[Signature]  
Notary Public



\_\_\_\_\_  
Printed name  
Notary Public  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

**Designation of Authorized Agent**

Before me, the undersigned authority, personally appeared Thomas R. Gibson of PSL Office 2 LLC, who being by me first duly sworn, on oath deposes and states as follows:

- 1. That Thomas R. Gibson of PSL Office 2 LLC is an applicant of the property described as:

St. Lucie West Plat #164 2<sup>nd</sup> replat in the Fountains (PB 43-9) Lot 10 (OR 2005-2298)

And said property located on SW Fountainview Blvd., Port St. Lucie, FL.

- 2. That PSL Office 2 LLC has appointed the firm of **Cotleur & Hearing, Inc.** to act as authorized agents on its behalf to represent lot 10 described above for the purpose of obtaining an amendment to the PUD documents.

Thomas R. Gibson

PSL Office 2 LLC  
3710 Buckeye Street, Suite 100  
Palm Beach Gardens, FL 33410

**NOTARY ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF Palm Beach

I hereby certify that the foregoing instrument was acknowledged before me this 2 day of OCTOBER, 2011, by Thomas R. Gibson,  
 who is personally known to me or [ ] has produced \_\_\_\_\_  
as identification and who did take an oath.

Jacqueline Beck  
Notary Public

Printed name  
Notary Public  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_  
**JACQUELINE BECK**  
**NOTARY PUBLIC**  
**STATE OF FLORIDA**  
Comm# EE055153  
Expires 1/20/2015



Exhibit

4

## General Standards for District Establishment

1. The area of Fountainview Plaza PUD is 30.139 acres, which exceeds the 2 acre minimum establishment of a PUD within the City of Port St. Lucie.
2. Fountainview Plaza of St. Lucie West PUD is located on the southeast side of Fountainview Boulevard, just south of St. Lucie West Boulevard within the City of Port St. Lucie. Access to the property will be along St. Lucie West Boulevard to SW Peacock Boulevard to Fountainview Boulevard. An existing signalized median opening at St. Lucie West Boulevard and SW Peacock Boulevard provides full traffic turning movements for all vehicular traffic. PUD access is provided by Fountainview Boulevard.
3. Fountainview Plaza of St. Lucie West PUD has stormwater management provided by an existing stormwater management system operated by the St. Lucie West Service District Utility System.

Fountainview Plaza of St. Lucie West PUD is supplied with Water and Wastewater Services by the St. Lucie West Service District Utility System. Furthermore, the PUD is supplied water for irrigation from the St. Lucie West Service District Utility System.

4. The physical characteristics of Fountainview Plaza of St. Lucie West PUD can be described as approximately 30.139 acres of land formerly overgrown with exotics and cleared, which is now partially developed.
5. This PUD application is consistent with the City of Port St. Lucie Comprehensive Land Use Plan.
6. The exact building footprint, parking and drive configuration, along with other defining site improvements will be defined and established when formal Site Plan Construction Plan approval is sought.

Exhibit

5

## Site Information

Applies to Lots 6,7,8,9 & 10

### FOUNTAINVIEW PLAZA AT ST. LUCIE WEST P.U.D.

- I. TOTAL ACREAGE: 30.139
- Fountainview Plaza at St. Lucie West PUD 30.139 AC
  - Water Management 0.00 AC (Offsite)
- II. WETLANDS TO BE MITIGATED FOR
- Water Management 0.00 AC+/-
- III. DEVELOPMENT AREA 30.139 AC
- IV. PINE FLATWOOD 0 AC
- V. ALLOWABLE DENSITY (Fountainview Plaza of St. Lucie West PUD)
- The allowable density is predicated by the maximum of 80% impervious coverage (of total site area) with a maximum of 40% total site area coverage being structures.
  - The site is 30.139 acres in which 14.377 acres are designated with the future land use of CH/CG/RH/I that would allow up to 15 units per acre or 215 residential units. The remaining 15.762 acres are designated with the future land use of CH/CG.
  - The majority of the residential future land use of "RH" is delineated on Lot 6 with a small portion located on Lot 10. Since Lot 10 is built and does not have site plan approval for residential units, all of the residential units shall be designated on Lot 6,
- VI. PROPOSED DENSITY
- The proposed density shall not exceed that stated in Section V and is predicated on a detailed site plan or plans.
- VII. PARKING REQUIRED
1. Show Room/Display/Retail
    - All retail establishments shall provide for 1 parking space per 300 gross leasable square feet.
    - All show rooms and permanent interior display areas shall provide for 1 parking space per 500 gross leasable square feet.
    - No permanent on-site parking shall be required for any temporary interior or exterior display areas.
  2. Restaurant / Eatery with outside dining allowed  
The base parking rate for restaurant development shall be as required by the Port St. Lucie Land Development Code; however, a maximum of 30% of all required restaurant / eatery parking may be accommodated via shared spaces with adjacent establishments on-site. Final

Site Plan approval for all restaurant/eatery development shall clearly identify the location of all shared parking, and a pedestrian path must be available from the shared parking to the nearest restaurant / eatery entrance.

3. Office

The based parking rate for office development shall be 1 parking space per 300 gross leasable square feet; however, a maximum of 15% of all required office parking spaces may be accommodated via shared spaces with adjacent establishments on-site. Final Site Plan approval for all office development shall clearly identify the location of all shared parking, and a pedestrian path must be available from the shared parking to the nearest office entrance.

4. Hotel

The base parking rate for hotel development shall be as required by the Port St. Lucie Land Development Code; however, a maximum of 25% of all required hotel parking spaces may be accommodated via shared spaces with adjacent establishments on-site. Final Site Plan approval for all hotel development shall clearly identify the location of all shared parking, and a pedestrian path must be available from the shared parking to the nearest hotel entrance.

5. Outside Displays

Outside display areas shall not be counted toward the parking requirements.

6. Outside Tent Sales / Special Events limited to businesses within the PUD

The required parking for the overall development shall be deemed sufficient to accommodate the temporary parking needs for all outside tent sales or special events.

7. All other Permitted and Special Exception Uses not discussed above and as provided in the CG (General Commercial) Zoning District per Section 158.124 of the City of Port St. Lucie's Land Development Regulations.

- a. The required parking for all other permitted and special exception uses not described above in Exhibit 5, VII, 1 through 6 shall be as required in Section 158.221 of the City of Port St. Lucie Land Development Regulations.
- b. Sharing of Off-Street Parking - College, Technical and Vocational School parking may be accommodated with adjacent properties via shared spaces at a maximum of 30% of all required parking. A pedestrian path must be available from the shared parking to the nearest school entrance.

8. Multi-Family Residential

The base parking rate for multi-family shall be as required by the Port St. Lucie Land Development Code; however shared parking may be accommodated via shared spaces with the other uses on the same site, as detailed in Section X of this exhibit.

VIII. MAXIMUM BUILDING HEIGHT

- All proposed structures are as follows:
 

Residential	-	35 feet <u>65 feet</u>
Commercial / Office / Hotel	-	75 feet or as approved by a variance.

IX. MINIMUM BUILDING SETBACKS

- Fountainview Plaza at St. Lucie West PUD
  - 15 feet front along Fountainview Blvd.
  - 25 feet rear along perimeter boundary of PUD
  - 0 feet along interior lines or private roads/easements.

If a building exceeds 35 feet in height, the required setback shall be equal to the building height of the structure and comply with the Policy 1.1.4.10 of the City of Port St. Lucie Comprehensive Plan and Section 158.174(E) of the City of Port St. Lucie Land Development Regulations.

X. SHARED PARKING

If sharing parking with adjacent establishments is not preferred, parking may be shared between uses on the same site. If this type shared parking is utilized, a shared parking study must be provided on the site plan. A table based on the Urban Land Institute methodology for shared parking is shown below, as an example.

	Weekday					
Uses	12 Noon	1:00 PM	2:00 PM	6:00 PM	7:00 PM	8:00 PM
Retail	95%	100%	95%	95%	95%	80%
Office	90%	90%	100%	25%	10%	7%
Daycare	50%	10%	10%	100%	50%	0%
Residential	65%	70%	70%	90%	97%	98%
Restaurant	100%	90%	50%	80%	80%	80%

	Weekend					
Uses	12 Noon	1:00 PM	2:00 PM	6:00 PM	7:00 PM	8:00 PM
Retail	80%	90%	100%	80%	75%	65%
Office	90%	80%	60%	50%	0%	0%
Daycare	10%	10%	10%	0%	0%	0%
Residential	65%	70%	70%	90%	97%	98%
Restaurant	100%	85%	65%	70%	70%	65%

Source: Urban Land Institute's report, Shared Parking (Second Edition), published in 2006.

Exhibit

6

## PROPOSED DEVELOPMENT USE / STANDARDS

6A TO 6E APPLY TO LOTS 6, 7, 8, 9 & 10; 6F TO 6J APPLY TO LOT 6 ONLY

### FOUNTAINVIEW PLAZA AT ST. LUCIE WEST P.U.D.

A. PURPOSE

The purpose of this PUD is to establish an area or integration/compatible uses and services. The following standards shall be met in developing the PUD.

B. PERMITTED PRINCIPAL USES

1. Show Room / Display / Retail and Associated Storage.
2. Restaurant / Eatery with outside dining allowed.
3. Office.
4. Hotel.
5. Outside Displays provided they do not inhibit pedestrian traffic.
6. Special Events limited to businesses within the P.U.D.
7. Flag Pole of 80' in height with a flag of 20' x 30'.
8. All permitted principal uses found in Section 158.124 of the General Commercial Zoning District and not prohibited by Exhibit 6E.
9. College, Technical or Vocational schools.
10. Multi-Family Residential

C. SPECIAL EXCEPTION USES

All Special Exception uses found in Section 158.124 of the General Commercial Zoning District and not prohibited by Exhibit 6E.

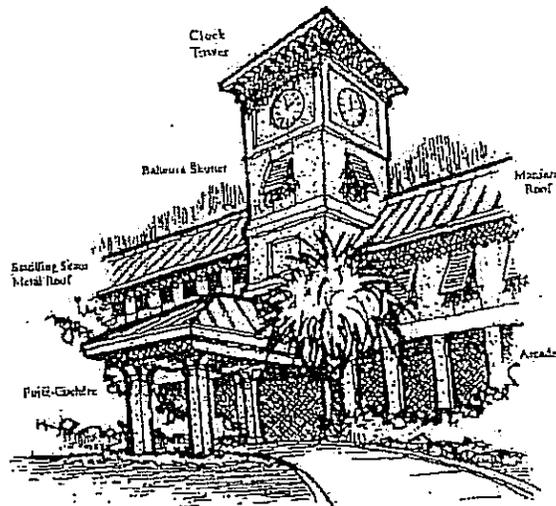
D. ACCESSORY USES

1. Tent Sales, Street Fairs.
2. Art Shows, Auctions.

E. NON-PERMITTED USES

1. Tattoo Parlor
2. Body Piercing Parlor
3. Tanning Salon
4. Auto Parts Sales
5. Truck Stop
6. Travel Trailer Park or Camp Ground

~~\*Note — Strikethrough items represent either permitted or special exception uses allowed in the CG District.~~



## F. ARCHITECTURE:

### Architectural Style

While traditional Florida architecture is required, there are many styles that fall into that category, including Florida Cracker, Spanish Colonial, Coastal Village, Mediterranean, Caribbean, Mission, etc. Use of traditional/classical architecture forms and styles that are appropriate for Florida and specifically St. Lucie West will be encouraged. In all cases, a basic harmony of architecture shall prevail so that no building detracts from the attractiveness of the overall Fountainview Plaza environment.

#### 1. Inappropriate Styles

Avoid styles not fitting for this area such as Cape Cod, Southwest, Ultra Modern (glass boxes), English Tutor, Swiss Chalet, Wild West, International, etc.

#### 2. Building Placement on Site

Buildings will be sited and oriented along the main interior boulevard with front/primary façade located along this street property line. Use of the zero foot setback is permitted.

#### 3. Registered Architect

All buildings must be designed by a Florida-registered architect.

#### 4. Building Materials

Use building construction materials that are of a lasting quality and are installed and maintained correctly, which may be concrete, stucco of comparable appearances.

#### 5. Roof Design

Design roofs to be trussed with a minimum 5/12 slope. Consider using multiple plane roofs, awnings and canopies to reduce building scale. Use vertical features such as clock towers, cupolas, to add interest. Screen roof top mechanical equipment from street and parking area views.

#### 6. Sloped Roofs

Roof height shall not exceed the average height of the supporting walls. The average slope shall be greater than one (1) foot of vertical rise for every three (3) feet of horizontal run, and the average slope shall be less than or equal to one (1) foot of vertical

rise for every one (1) foot of horizontal run. Proposed buildings shall incorporate at least two of the following elements or features:

- a) Eaves that overhang a minimum of two (2) feet with a fascia depth of 8".
- b) Three (3) or more roof slope planes per primary façade.
- c) An additional vertical change in roof height (minimum two (2) foot change in elevation).
- d) Dormers or other additional roof elements facing primary/secondary street frontage.
- e) A porch, portico, arcade or other similar element located at the main building entrance(s) and/or along front façade.

#### 7. Flat Roofs

Flat roofs may be used provided that all of the following conditions have been met:

- a) Peaked or pitched elements shall cover at least 50% of the length of a façade facing the primary/secondary street frontage. Mansard roofs and/or cornices (min. 12" in height with a min. of three (3) reliefs) may be counted toward meeting 25% of the required horizontal length. Peaked or pitched roof elements shall cover at least 25% of the sides of a building.
- b) Equipment on a roof shall not be visible from an elevation that is horizontal to the location of the roof equipment.
- c) A porch, portico, arcade or other similar element shall be located at the main entrance(s).



Figure 4. Roof Articulation

#### 8. Facades

Articulate facades with deep roof overhangs, balconies, porches and arcades. Coordinate colors, materials and finishes on all exterior elevations. Create a defined distinction between upper and lower floors.

#### 9. Articulation

Façade design shall appear as indicated on the approved drawing. Provide varying wall offsets and other architectural features to create horizontal and vertical building articulation. A minimum wall offset of five (5) feet is required to achieve horizontal façade articulation. A minimum vertical distance of two (2) feet between façade elements is required to achieve vertical articulation. Rear and side elements shall be treated consistently with front facades.

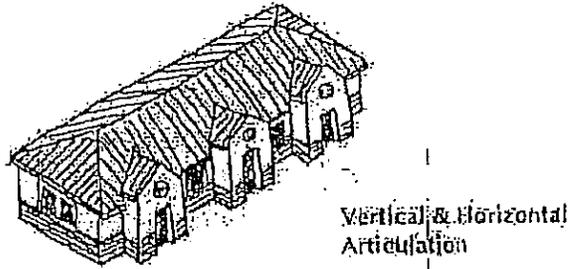
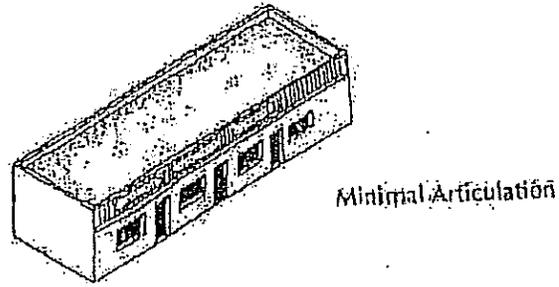


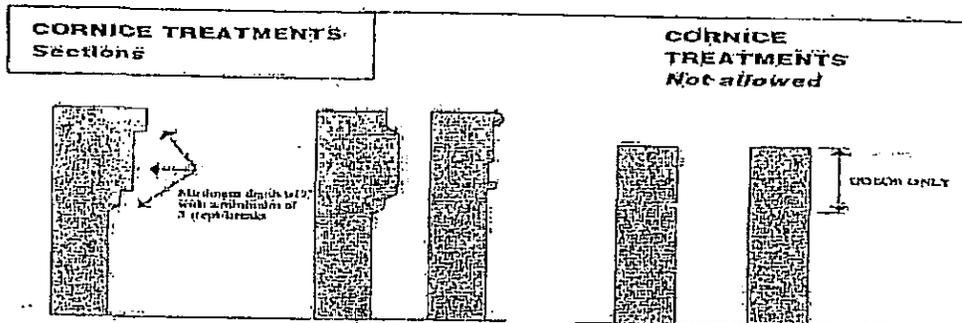
Figure 3. Façade Articulation

10. Building Mass

Avoid large, exposed blank walls. No horizontal length of a building façade shall exceed 75 linear feet. Use façade articulation so that building mass appears to be divided into distinct massing elements.

11. Storage and Trash Containers

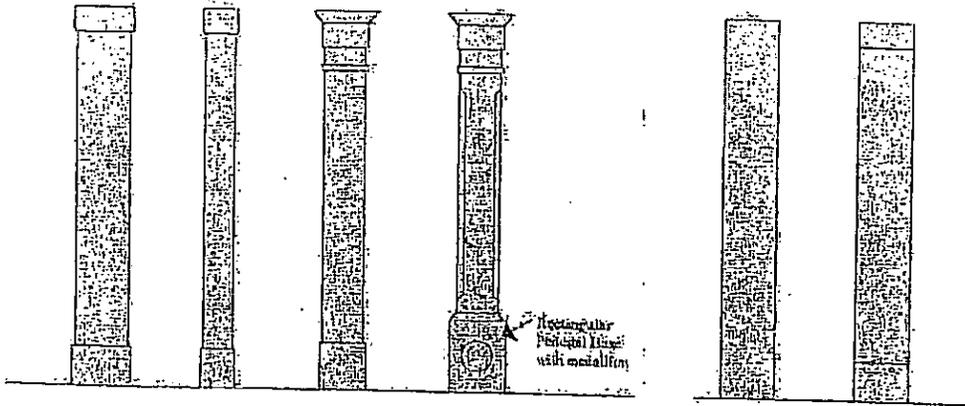
Screen from view all storage areas, dumpsters, compressors, etc. using materials compatible with the buildings architectural (wall, fence, etc.) and landscaping. Refer to landscape section for planting and spatial requirements.



**COLUMNS / elevations**

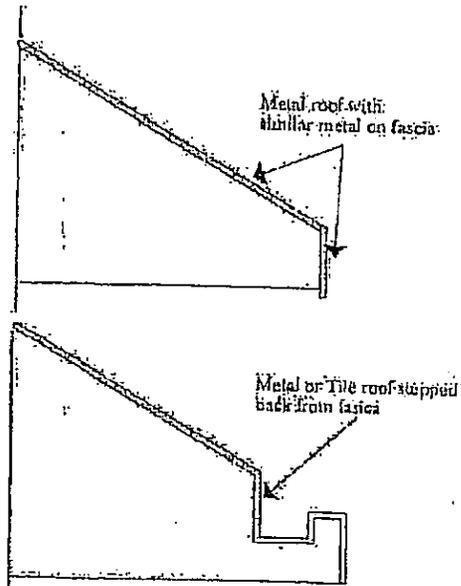
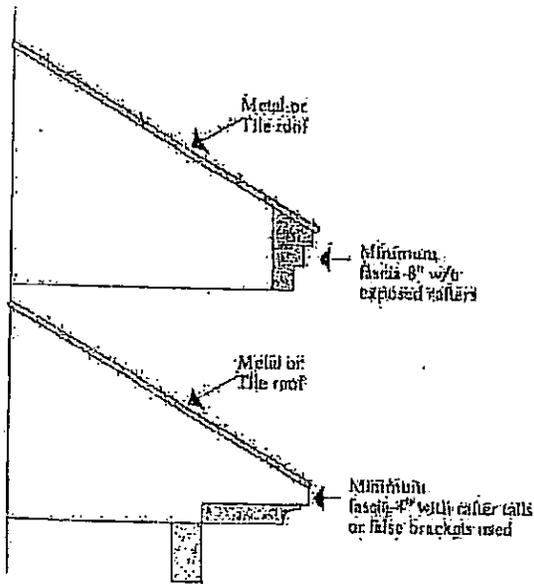
Minimum detail for columns: rectangular top and base - columns can be round or rectangular

**COLUMNS not allowed**



**FASCIA w/ metal or tile roof**

**FASCIA Treatments not allowed**



15

**Preferred Materials**

The materials you use will greatly depend on the style of architecture you choose. This is not a comprehensive list, but a selection to show some of the choices consistent with traditional Florida architecture.

Horizontal wood siding that is painted, stained, lightly weathered or natural

Facing brick

Aluminum siding that resembles painted wood cladding

Tile accents

Wood trim around doors and windows

Pitched roof, e.g. hip, gable

Metal/batten standing seam roof

Wood shingle roof

Barrel tile roof

Bahama shutters

Exposed rafter tails

Roof overhangs

Courtyards

Predominantly vertical, rectangular windows with single or multi-pane glass

Awnings, balconies, canopies, covered porches, arbors, trellises, bell/clock towers

Light building colors, e.g. eggshell, grey, butter, beige, pale green/flesh, cream

Wood rafters

Dormers, cupolas

Arcades

#### Prohibited Façade Features and Materials

- Large, blank, unarticulated walls
- Corrugated metal siding
- Plastic siding, plastic laminates
- Unpainted concrete block/plain concrete walls
- Irregular, modernistic, window shapes
- Reflective glass
- Imitation rockwork veneer
- Plywood
- Corrugated fiberglass
- Square, box-like, buildings without articulation of windows or facades
- Vertical or diagonal siding
- Flat roofs without pediments
- Under building parking
- Window air-conditioning units

#### G. LANDSCAPE

- A. Where it exists, at least 15% of existing native vegetation on each site shall be preserved (excluding buffer area vegetation). Existing native materials that would otherwise be cleared for development should be transplanted into the required buffer area for each parcel. New plant materials shall be at least 75% 50% native species.
- B. Where parking occurs adjacent to a building there must be a walkway/planted area between the building and parking lot. Landscape may consist of tree/palm grates and potted landscape material.

- C. Shrubs, groundcover & sod shall be used as foundation plantings on all sides of the building, not adjacent to the sidewalk.
- D. Within parking lots, medians and landscape islands shall be curbed, bermed and landscaped with one tree per 30 lineal feet & a minimum of 75% shrubs & groundcovers.
- E. Tree islands shall have at least one tree per island and shall be planted 100% with shrubs and groundcover. Drainage shall not occur in islands/medians.
- F. Entry drives into parking areas shall be given special emphasis with the use of berming and landscape materials (accent plants, palms, flowering material, etc.). A safe site corner of 25'x25' shall be maintained, and as per city codes shall contain plant materials under 3' or with a canopy of 6'-0" and above.
- G. Outdoor storage areas, trash receptacles, utilities, etc. shall be screened with walls (6' min height or larger depending on height of object to be screened) at time of installation. Walls shall have foundation plantings.
- H. Rolling berms shall be used in combination with landscaping wherever possible. They shall not exceed 3' in height with 3:1 slopes, and shall be free form/non-repetitive shapes that blend naturally with the ground plane.
- I. Landscape material must not block drainage.
- J. When a swale is placed adjacent to a paved surface, a landscaped area of at least 15'-0" shall be located adjacent to the swale. The swale shall be no more than 8'-0" wide.
- K. To assure the survival of existing trees, do not modify existing grades more than 6" within the dripline. Do not disturb the ground at the base of the tree under any circumstances.
- L. Use Florida #1 or better plant material as described in Grades and Standards for Nursery Plants, part 1, 1963 and part 2, State of Florida, Dept. of Agriculture.
- M. Landscape Installation & Maintenance  
Install plants according to accepted commercial planting procedures as well as City of Port St. Lucie codes. All dead or diseased plant material must be replaced immediately upon discovery. Maintain landscape areas to present a neat, healthy and orderly appearance (regular watering, mowing, edging, weeding, pruning, straighting, sod repair, etc.).
- N. Xeriscape (Water Efficient Landscaping)  
Use the principles of xeriscapes as described the South Florida Water Management District Plant Guide II when designing the landscape:
  1. Incorporate native plants with minimal irrigation needs and cold/drought tolerances.
  2. Irrigate turf areas separately from other plantings.
  3. Group plantings according to water needs. Use low volume drip, spray or bubbler emitters.
- O. Irrigation  
Provide an automatic irrigation system (designed by a commercial landscape irrigation designer certified by the Irrigation Association) for all landscape areas. Refer to the South Florida Water Management District Plant Guide II for efficient irrigation principals for xeriscape when designing the irrigation system.
- P. Perimeter Buffers Between Parcels  
Landscape between parcels should reflect and compliment any existing landscape material previously installed on an adjacent parcel. A seamless blending between parcel landscape is strongly encouraged.

## Recommended Plant Palette

This is not a comprehensive list

### Canopy Trees

(Common name/Latin name)

Bald Cypress/*Taxodium distichum*  
Drake Elm/*Ulmus parvifolia 'Drake'*  
Southern Magnolia/*Magnolia grandiflora*  
Red Maple/*Acer rubrum*  
Laurel Oak/*Quercus laurifolia*  
Live Oak/*Quercus virginiana*  
Orchid Tree/*Bauhinia spp.*  
South Fl. Slash Pine/*Pinus elliottii*  
Red Bay/*Persea borbonia*  
Sweet Bay/*Magnolia virginiana*  
Sycamore/*Platanus occidentalis*  
Tabebuia/*Tabebuia umbellata*  
Purple Tabebuia/*T. impetiginosa*

### Accent Trees

Sweet Acacia/*Acacia farnesians*  
Bottlebrush/*Callistemon spp.*  
Crape Myrtle/*Lagerstromia indica*  
Fiddlewood/*Citharexylum fruticosum*  
Golden Shower/*Cassia fistula*  
Dahoon Holly/*Ilex cassine*  
East Palatka Holly/*Ilex 'East Palatka'*  
Savannah Holly/*Ilex attenuate 'Savannah'*  
Loblolly Bay/*Gordonia lasianthus*  
Oleander/*Nerium oleander*  
Glossy Privet/*Ligustrum lucidum*  
Wax Myrtle/*Myrica cerifera*

### Buffer/Windbreak Trees

Cherry Laurel/*Prunus caroliniana*  
Southern Red Cedar/*Juniperus silicicola*  
Yew Podocarpus/*Podocarpus macrophyllus*  
Nellie Stevens Holly/*Ilex 'Nellie R Stevens'*

### Palms

Cabbage Palm/*Sabal palmetto*  
Canary Island Date Palm/*Phoenix canariensis*  
Date Palm/*Phoenix dactylifera*  
Chinese Fan Palm/*Livistonia chinensis*  
Paurotis Palm/*Acoelorrhaphe wrightii*  
Pindo Palm/*Butia capitata*  
Pigmy Date Palm/*Phoenix roebelinii*  
Queen Palm/*Arecastrum romanzoffianum*  
Senegal Date Palm/*Phoenix reclinata*  
Washington Palm/*Washingtonia robusta*

### Shrubs

Beauty Berry/*Callicarpa americana*  
Bougainvillea/*Bougainvillea* spp.  
Butterfly Bush/*Buddleia officinalis*  
Surinam Cherry/*Eugenia uniflora*  
Feijoa/*Feijoa sellowiana*  
Firebush/*Hamelia patens*  
Gardenia/*Gardenia jasminoides*  
Golden Dewdrop/*Duranta repens*  
Indian Hawthorn/*Raphiolepis indica*  
Burford Holly/*Ilex cornuta*  
Oleander/*Nerium oleander* 'Dwarf'  
Cardboard Palm/*Zamia furfuracea*  
European Fan Palm/*Chamaerops humilis*  
Lady Palm/*Rhapis excelsa*  
Saw Palmetto/*Serenoa repens*  
Pittosporum/*Pittosporum tobira*

### Groundcover

Butterfly Weed/*Asclepias*  
Tickseed/*Coreopsis leavenworthii*  
Mexican Bush Sage/*Salvia* spp.  
Purple Fountain Salvia/*Salvia* spp.  
Shore Juniper/*Juniperus conferta*  
Lantana/*Lantana* spp.  
Dwarf Yaupon/*Ilex vomitoria*  
Florida Gama Grass/*Tripsacum floridana*  
African Iris/*Diets vegeta*  
False Heather/*Cuphea hyssopifolia*  
Creeping Juniper/*Juniperus horizontalis*  
Purslane/*Portulaca grandiflora*  
Rain Lily/*Zephyranthes rosea*  
Liriope/*Liriope muscari*

### Vines

Allamanda/*Allamanda* spp.  
Passion Flower/*Passiflora coccinea*  
Flame Vine/*Pyrostegia venusta*  
Jasmine/*Trachelospermum asiaticum*  
Confederate Jasmine/*Tachelospermum jasminoides*  
Black-Eyed Susan/*Thunbergia alata*

### Minimum Heights/Widths Required at Planting

Plant Material	Min. Ht.	Min. Spread
Trees	14'-16' height 3" cal. Min.	6'-8' spread
Palms	14' o.a. ht. min.	Full
Shrubs "spreading"	15"	18"
Shrubs "upright"	24"(3gal min.)	18"
Hedges	30"(3gal. min.)	24"
Vines	36" Staked	

### Prohibited Plant Species

Earleaf Acacia/*Acacia auriculaeformis*  
 Norfolk Pine/*Araucaria excelsa*  
 Australian Pine/*Casuarina Spp.*  
 Eucalyptus/*Eucalyptus*  
 Silk Oak/*Grevillea robusta*  
 Punk Tree/*Melaleuca leucadendra*  
 Brazilian Pepper/*Schinus terebinth*  
 Wedelia/*Wedelia trilobata*

### H. SIGNS

All proposed signs, prior to application for a sign permit from the City of Port St. Lucie, must be approved in writing by the St. Lucie West Architectural Control Committee (S.L.W.A.C.C.). The sign program in these guidelines supplements the City of Port St. Lucie sign codes and ordinances. Compliance with all City of Port St. Lucie sign codes is required in all cases. The guidelines are not intended to restrict imagination, innovation or variety, but to assist in creating a consistent, well planned solution for identification throughout the development.

#### Parcel Signs and Location

1. All sign shall follow existing City of Port St. Lucie codes for free standing parcel signs.
2. Design signs to be consistent with the architecture of the buildings (color, materials).
3. Use a minimum 9" cap height letter size for all façade signs.
4. Identify only the business name/logo and type of business on the tenant sign.
5. Locate sign perpendicular to the street.
6. Use no more than three colors on one sign face.

## Sign Criteria

1. Freestanding signs must be dimensioned on site plans and verified per City of Port St. Lucie requirements.
2. Buildings with signs, logos, insignias will receive critical review as regards to size, style, color, types and placements.
3. Owner's national logos or insignias will be allowed when tastefully sized, executed, placed and compatible with overall composition.
4. Shop drawings of all signs must be submitted to the SLWACC for approval prior to fabrication and installation.

## Tenant Signs Attached to Building Facades

1. Design signs to be consistent with the architecture of the building (color, materials).
2. Use a minimum 12" cap height letter size for all façade signs and a maximum 24" cap height size (major anchors may use larger letters at the discretion of the SLWACC).
3. Identify only the business name/logo and type of business on the façade signs.

## Miscellaneous Signs

1. Rear building signs: For buildings with major parking or major access points in rear, identification signs on the rear of the building walls may be used. Observe guidelines for "Tenant signs attached to building facades" listed above.
2. Directional Signs: Design at a maximum of 4'-0" in height with a sign of no more than two square feet. Design to be consistent with other project signs.
3. Regulatory Signs: Comply with all applicable standards of the Manual of Uniform Traffic Control Devices, FDOT.
4. Address Information: Exhibit numerical address on the front façade of each building, close to the main building entrance. Use 6" height numbers in the Helvetica Medium Condensed typestyle.
5. Window Signs: Include only tenant/business name and hours of operation on windows.
6. Temporary Signs: Each new project may use one construction sign (removed upon issuance of certificate of occupancy) and one leasing sign (removed when occupancy reaches 90%) located on the project site. Do not erect individual contractor signs.

## I. LIGHTING

Decorative light fixtures to be consistent with or compliment the architecture of the building (style/color) and need to be approved by the SLWACC prior to review by the City of Port St. Lucie.

Exhibit

**7**

## **Legal Description**

All of Lots 6, 7, 8, 9 and 10 according to the plat of St. Lucie West Plat No. 164 2<sup>nd</sup> Re-Plat in the Fountains, as recorded in Plat Book 43, pages 9 and 9A all of the Public Records of St. Lucie County, Florida.

Exhibit

**8**

## **Conceptual Plans and Lot Outlines for all Lots**

The following sheets relate to the Original PUD and Conceptual Plans for Lot 6, along with the lot layout for the 1<sup>st</sup> Amendment to the PUD, which includes the addition of Lots 7, 8, 9 and 10. This is for information purposes. Lots 6 through 10 have all received site plan approvals.

The following sheet is the Conceptual PUD plan for Lots 6, 7, 8, 9 and 10.



Exhibit

9

## Binding PUD Agreement

The following binding PUD agreement was established by St. Lucie West Development Company LLC and is binding on all assigns and successors.

In addition, a draft a new unified control document is included to be signed by the authorized agent, Cotleur & Hearing, Inc. upon approval from the City of Port St. Lucie legal department.



**ST. LUCIE WEST™**

**A CORE COMMUNITY**

**BINDING P.U.D. AGREEMENT**

The property, as described on Exhibit "7", is under the unified control of the undersigned petitioner who agrees to (1) proceed with the proposed development according to the provisions of the Port St. Lucie P.U.D. Zoning Regulations; and (2) provide such agreements, contracts, deed restrictions and sureties as are acceptable to the City of Port St. Lucie for the completion of the development in accordance with the plan approved by the City. In addition, the said petitioner shall be responsible for the continuing operations and maintenance of such areas, functions and facilities until such time as a private property owners association, yet to be established, agrees to accept the same responsibilities. Such responsibilities are not to be provided or maintained at public expense. The petitioner further agrees to bind all successors in title to the commitments herein in this paragraph made.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of February, 2004.

WITNESS:

ST. LUCIE WEST DEVELOPMENT COMPANY, LLC.

BY: [Signature]

BY: [Signature]  
David Page  
Vice President

BY: [Signature]

~~(CORPORATE SEAL)~~ N/A

**MONTVILLE CENTER ASSOCIATES, LP  
FOUNTAINVIEW PLAZA PUD**

**BINDING PUD AGREEMENT**

The property, as described in Exhibit "A" attached hereto ("Property"), is under the unified control of the undersigned who agrees to: 1) proceed with the proposed development according to the provisions of the City of Port St. Lucie ("City") PUD zoning regulations and the conditions imposed pursuant to the rezoning of the Property to PUD; 2) provide agreements, contracts, deed restrictions, and sureties acceptable to the City for the completion of the development according to the plans approved at the time of the PUD rezoning; and 3) provide for the continuing operation and maintenance of those areas, functions, and facilities as are not to be provided, operated, or maintained at public expense. The undersigned further agrees to bind all successors in title to the commitments made herein.

IN WITNESS WHEREOF, the undersigned has executed this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

WITNESSES:

MONTVILLE CENTER ASSOCIATES, LP,  
A New Jersey Limited Partnership

\_\_\_\_\_

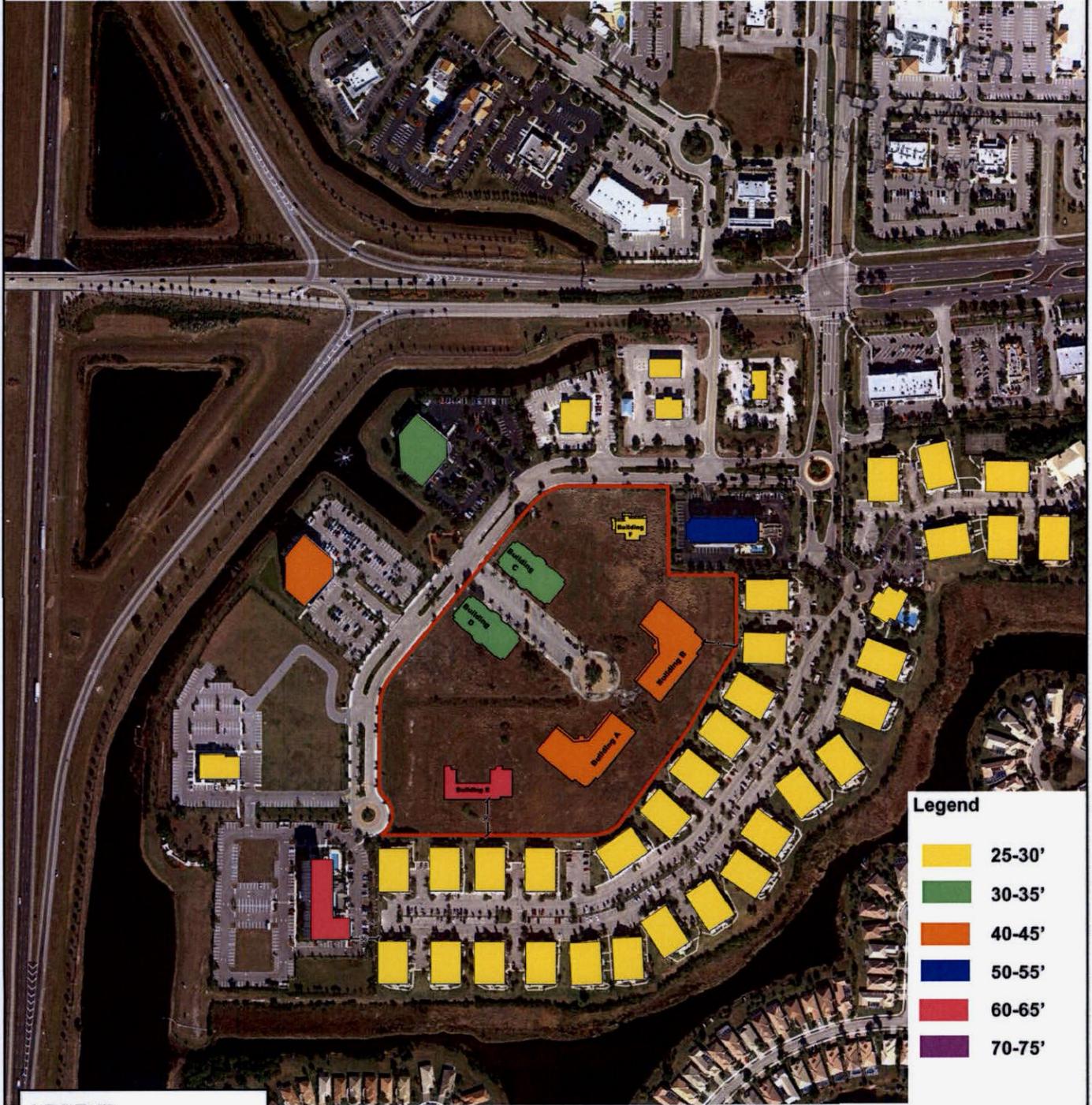
(Print Name)

\_\_\_\_\_

(Print Name)

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

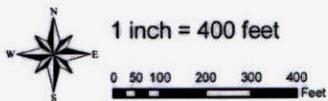


**Legend**

- 25-30'
- 30-35'
- 40-45'
- 50-55'
- 60-65'
- 70-75'

**LEGEND**

Subject Property

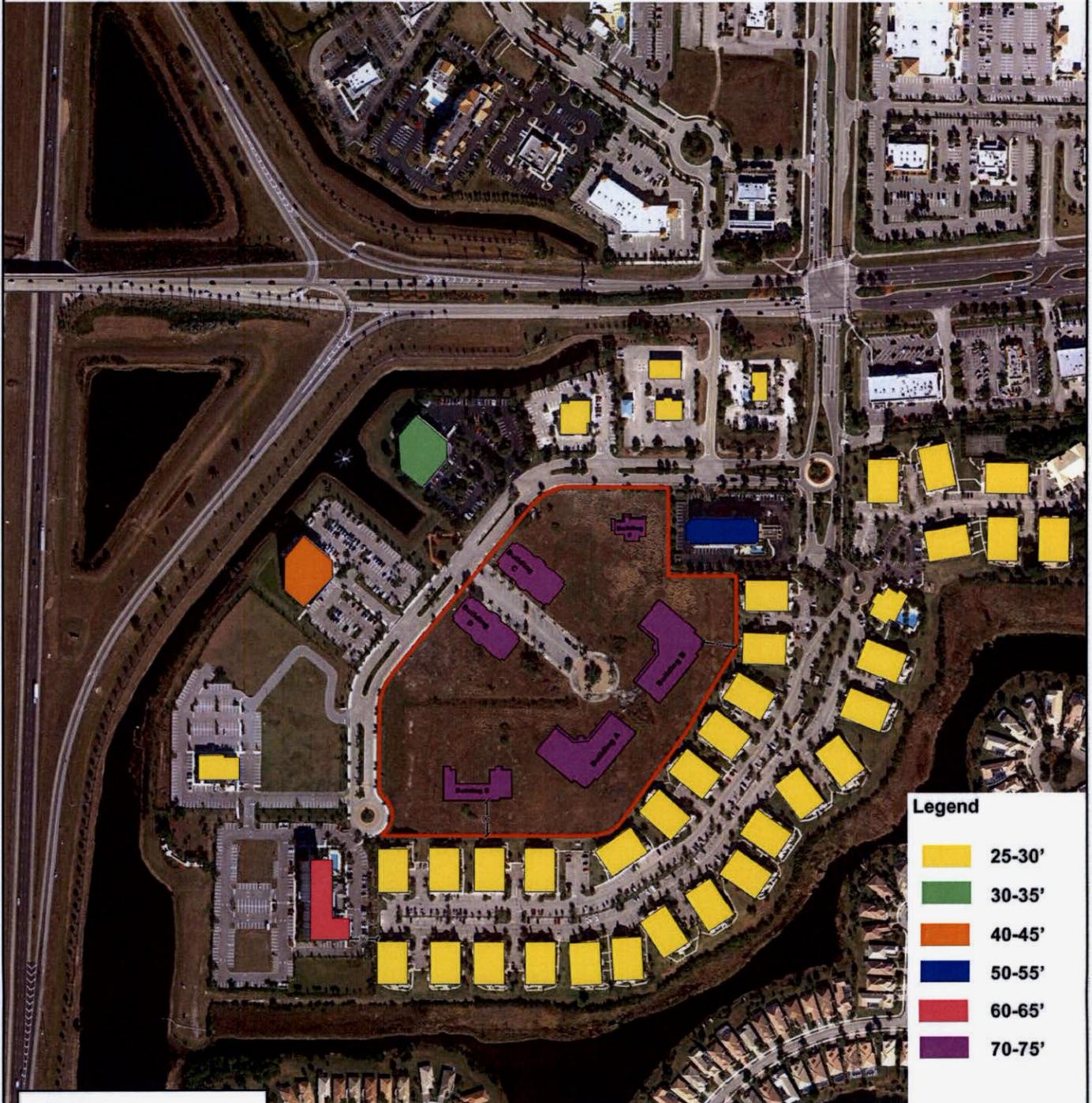


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 (F:\ArcMap\_Projects\11-0611 Fountainview Centerstar)  
 08/03/2011 -- 1:30:00 PM prepared by MKS

*Existing PUD*  
*Fountainview Plaza PUD*  
*City of Port St. Lucie, FL*

 **Cotleur &  
Hearing**

1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458  
 561.747.6336 · 561.747.1377

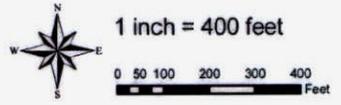


**Legend**

- 25-30'
- 30-35'
- 40-45'
- 50-55'
- 60-65'
- 70-75'

**LEGEND**

Subject Property



*Existing PUD - Maximum Allowable*  
*Fountainview Plaza PUD*  
*City of Port St. Lucie, FL*



1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458  
 561.747.6336 · 561.747.1377

Map Document:  
 (F:\ArcMap\_Projects\11-0611 Fountainview Centerstar)  
 08/03/2011 - 1:30:00 PM prepared by MKS

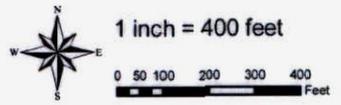


**Legend**

- 25-30'
- 30-35'
- 40-45'
- 50-55'
- 60-65'
- 70-75'

**LEGEND**

Subject Property



*Proposed PUD*  
*Fountainview Plaza PUD*  
*City of Port St. Lucie, FL*



1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458  
 561.747.6336 · 561.747.1377

Map Document:  
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 08/03/2011 - 1:30:00 PM prepared by MKS

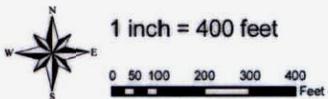


**Legend**

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- 30-35'
- 40-45'
- 50-55'
- 60-65'
- 70-75'

**LEGEND**

Subject Property

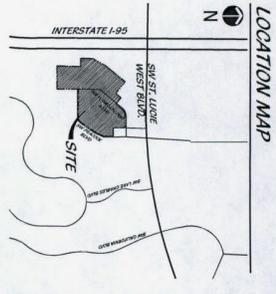
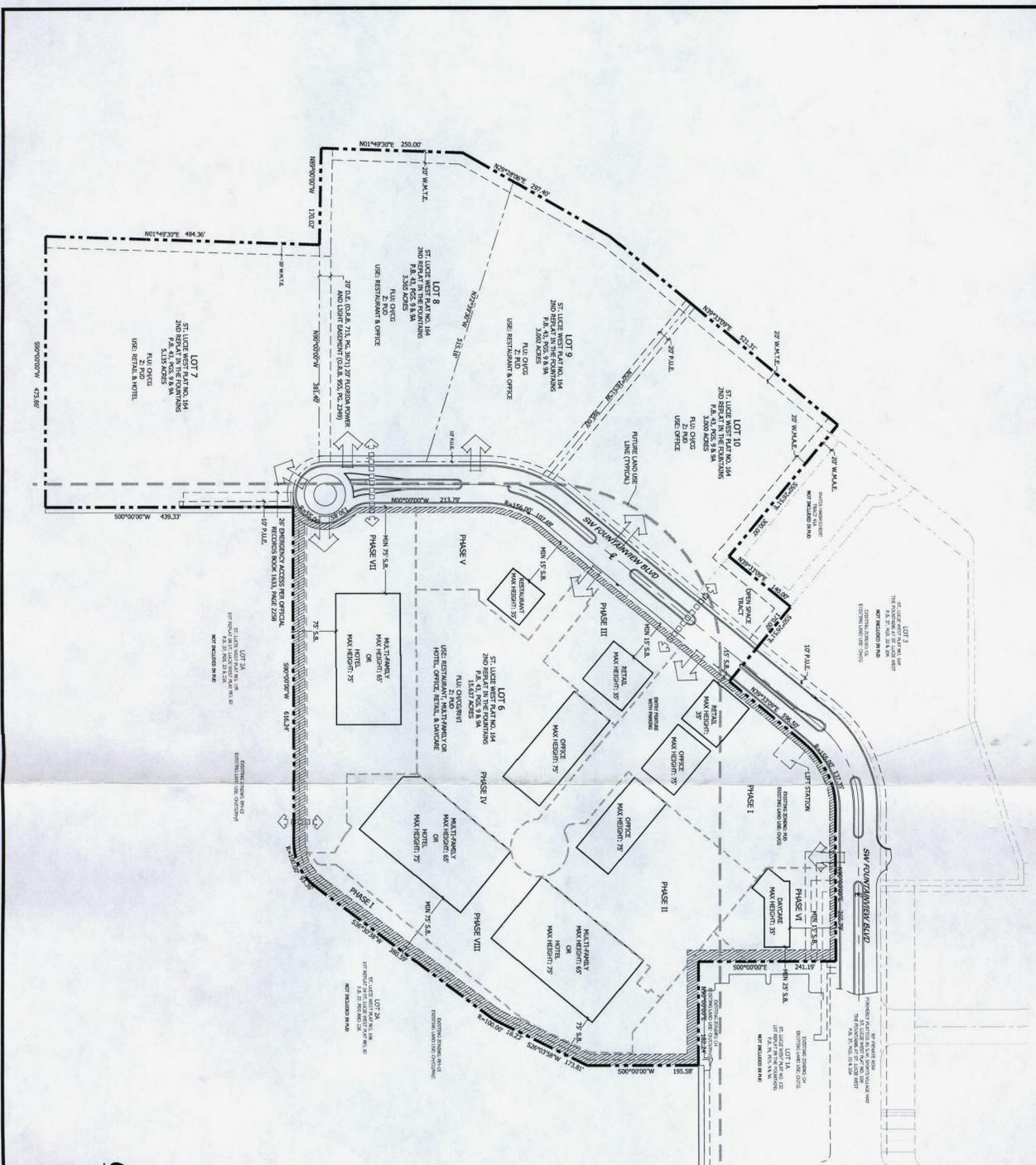


*Proposed PUD - Maximum Allowable*  
*Fountainview Plaza PUD*  
*City of Port St. Lucie, FL*



1934 Commerce Lane • Suite 1 • Jupiter, FL • 33458  
 561.747.6336 • 561.747.1377

Map Document:  
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 08/03/2011 - 1:30:00 PM prepared by MKS



**RECEIVED**  
**FEB 21 2012**  
 PLANNING DEPARTMENT  
 CITY OF PORT SAINT LUCIE, FL

**SITE DATA**  
 LAND USE: COMMERCIAL  
 PROPOSED ZONING: PUD  
 PROPOSED LOT AREA: 2,100,000 SQ. FT.  
 PROPOSED BUILDING AREA: 1,000,000 SQ. FT.  
 PROPOSED PARKING: 1,000 SPACES  
 PROPOSED TRACT AREA: 1,000 ACRES  
 PROPOSED BUILDING HEIGHT: 100 FT.

- LEGEND**
- PALE PRIVATE UTILITY EQUIPMENT
  - S.B. SETBACK
  - W.A.K.E. WATER MANAGEMENT ACCESS EQUIPMENT
  - W.A.I.T.E. WATER MANAGEMENT TRACT EQUIPMENT
  - BOLDING ENCLOSE LINES
  - VEHICLE ACCESS POINTS TO SITE
  - PROPOSED ACCESS POINTS TO SITE
  - LANDSCAPE BUFFER

PSL PROJ# P11-140  
**PUD**  
**Conceptual Plan**  
 Scale: 1" = 80'  
 North

**Cottleur & Hearing**  
 Landscape Architects  
 1934 Cameron Lane  
 Suite 1  
 Ft. Pierce, FL 34949  
 888.747.6588 Fax 787.741.1377  
 www.cottleurhearing.com  
 LPL-LOC-000239

**Fountainview Plaza PUD**  
 Port Saint Lucie, Florida

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	01/27/12	DEB	ISSUED FOR PERMITTING
2	02/01/12	DEB	REVISED PER CITY COMMENTS
3	02/07/12	DEB	REVISED PER CITY COMMENTS
4	02/13/12	DEB	REVISED PER CITY COMMENTS



2. COULTEUR & HEARING, INC.  
 1904 Commerce Lane  
 Suite 1, Fort Pierce, FL 34949  
 Phone: 787-4338 Fax: 787-1377  
 www.coulteurhearing.com  
 LWF 15-0000028



**Fountainview Plaza PUD**  
 Port Saint Lucie, Florida

**Coulteur & Hearing**  
 Landscape Architects  
 Environmental Consultants





AA architectural, Inc



**Cotleur & Hearing**  
 Landscape Architects  
 Land Planning Consultants  
 194 Commerce Lane  
 Suite 1, Palmdale, CA 93550  
 805.747.6288 Fax: 767.1377  
 www.cotleurhearing.com  
 LEED v2.0-000029

*Fountainview Plaza PUD*  
 Port Saint Lucie, Florida

FOR ALL INFORMATION  
 CONTACT THE ARCHITECT  
 AA ARCHITECTURAL, INC.  
 10000 W. BOULEVARD  
 SUITE 100  
 PALMDALE, CA 93550  
 805.747.6288  
 www.aaarchitectural.com



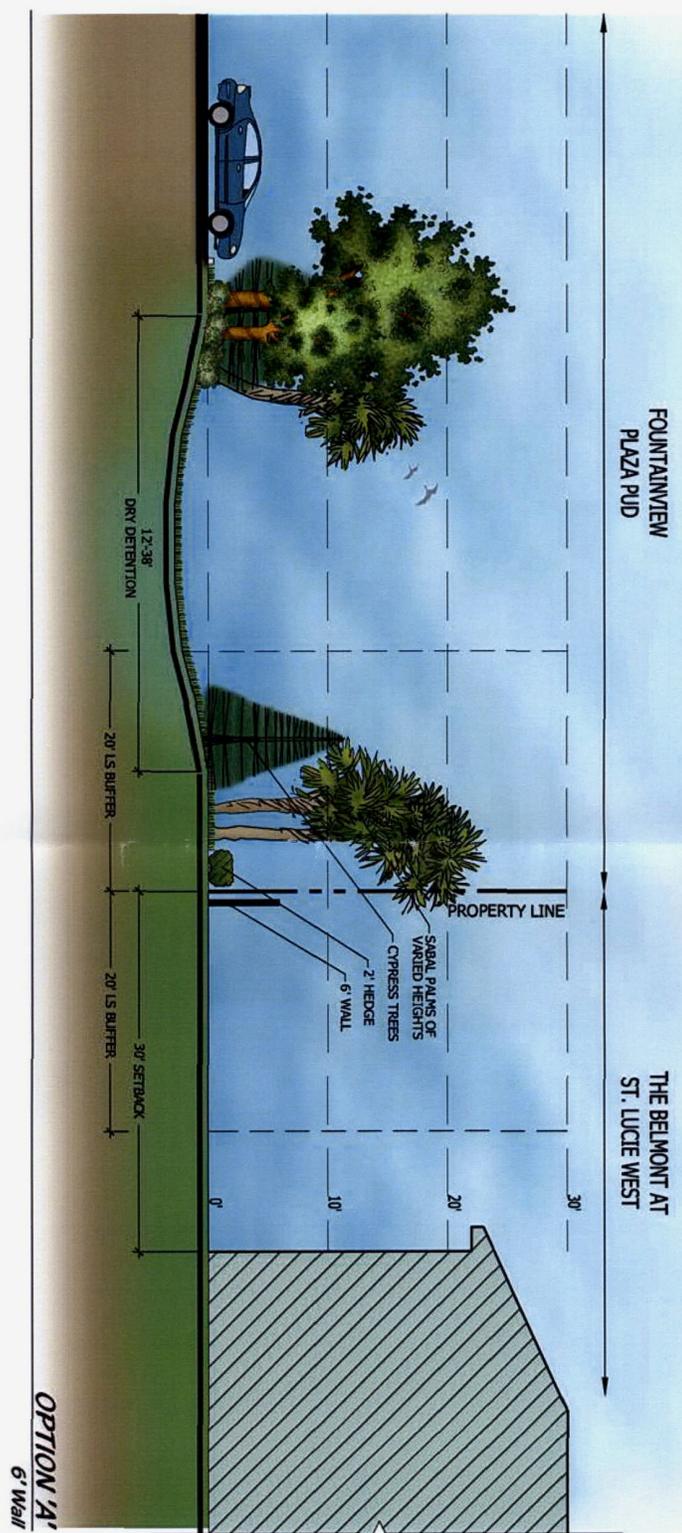
AA architectural, Inc



**Cotleur & Hearing**  
 Landscaping Architects  
 Land Planning Consultants  
 194 Commerce Lane  
 Suite 1, Ft. Pierce, FL 34948  
 888.747.6388 Fax: 787.1377  
 www.cotleurhearing.com  
 LEED v2.0-000028

*Fountainview Plaza PUD*  
 Port Saint Lucie, Florida

AA architectural, Inc  
 10000 US Highway 1  
 Suite 100  
 Ft. Pierce, FL 34948  
 888.747.6388  
 www.aaarchitectural.com



**Buffer Cross-Sections**

**1" = 10'**

DATE	12/15/11
PROJECT	Fountainview Plaza
SCALE	AS SHOWN
REVISIONS	

**Fountainview Plaza**  
Port Saint Lucie, Florida

**Coleur & Heating**  
Landscape Architects  
Land Planning Consultants  
1091 Quince Orchard Ave  
Suite 100  
Gaithersburg, MD 20878  
www.coleurheating.com  
LPA LC 0000233





# City of Port St. Lucie

## Planning and Zoning Department Memorandum

**TO:** CITY COUNCIL - MEETING OF FEBRUARY 27, 2012

**FROM:** KATHERINE H. HUNTRESS, PLANNER *KHH*

**RE:** PUD (PLANNED UNIT DEVELOPMENT) AMENDMENT APPLICATION  
PROJECT NO. P11-140  
FOUNTAINVIEW PLAZA PUD AMENDMENT NO. 3

**DATE:** FEBRUARY 14, 2012

---

**APPLICANT:** Cotleur and Hearing; the authorization letters are included in the PUD document.

**OWNER:** There are multiple owners in the Fountainview Plaza PUD. The property owners are listed in Exhibit E of the PUD document.

**LOCATION:** The subject property is located on the south and east side of SW Fountainview Boulevard, south of St. Lucie West Boulevard, north and west of The Belmont multifamily development, and east of I-95.

**LEGAL DESCRIPTION:** The property is legally described as Lots 6-10, St. Lucie West Plat No. 164, 2nd Replat. A complete legal description is attached in the PUD documents.

**SIZE:** 30.139 acres.

**EXISTING ZONING:** The Fountainview Plaza PUD (Planned Unit Development).

**EXISTING USE:** Office building, Carrabba's Restaurant, Residence Inn (Marriott), and cleared vacant land with partial pavement.

**SURROUNDING USES:** North = CG (General Commercial) and CH (Highway Commercial) zoning, existing commercial buildings and service station. South = RM-15 (Multiple-Family Residential) zoning, existing Belmont multi-family development. East = RM-15 (Multiple-Family Residential) and CH (Highway Commercial) zoning, existing Belmont multi-family development and a commercial building. West = CH (Highway Commercial) zoning, existing water management tract and I-95.

**FUTURE LAND USE:** CH/CG (Commercial Highway/Commercial General) and CH/CG/RH/I (Commercial Highway/Commercial General/Residential High Density/Institutional).

**PROPOSED USE:** The proposed permitted principal uses and special exception uses are listed on pages 20 and 21 in the PUD document.

**PROPOSED AMENDMENT:** A detailed list of the 3<sup>rd</sup> amendment is on page 4 of the PUD document and includes the following:

1. Provide for a multi-family residential use.
  2. Addition of shared parking regulation.
  3. Reduce the requirement for native vegetation from 75% to 50%.
  4. Update the conceptual plan.
- 

**IMPACTS AND FINDINGS:**

**Land Use Consistency:** The proposal is consistent with the direction and policies of the Comprehensive Plan. Objective 1.1.4 states that future growth, development, and redevelopment shall be directed to appropriate areas as depicted on the Future Land Use Map.

**Sewer/Water Service:** The City of Port St. Lucie Utility Department is the service provider, and will supply water and wastewater service.

**Environmental:** The site has previously been cleared.

---

**RELATED PROJECTS:** The following projects are scheduled concurrently with this project:

**P11-139 St. Lucie West DRI/NOPC**

The Notice of Proposed Change (NOPC) to the approved DRI is requesting changes to include a simultaneous decrease of 162,700 square feet of office use and an increase of 240 residential units. No changes to the Master Development Plan are proposed.

**P11-141 Fountainview Plaza Site Plan**

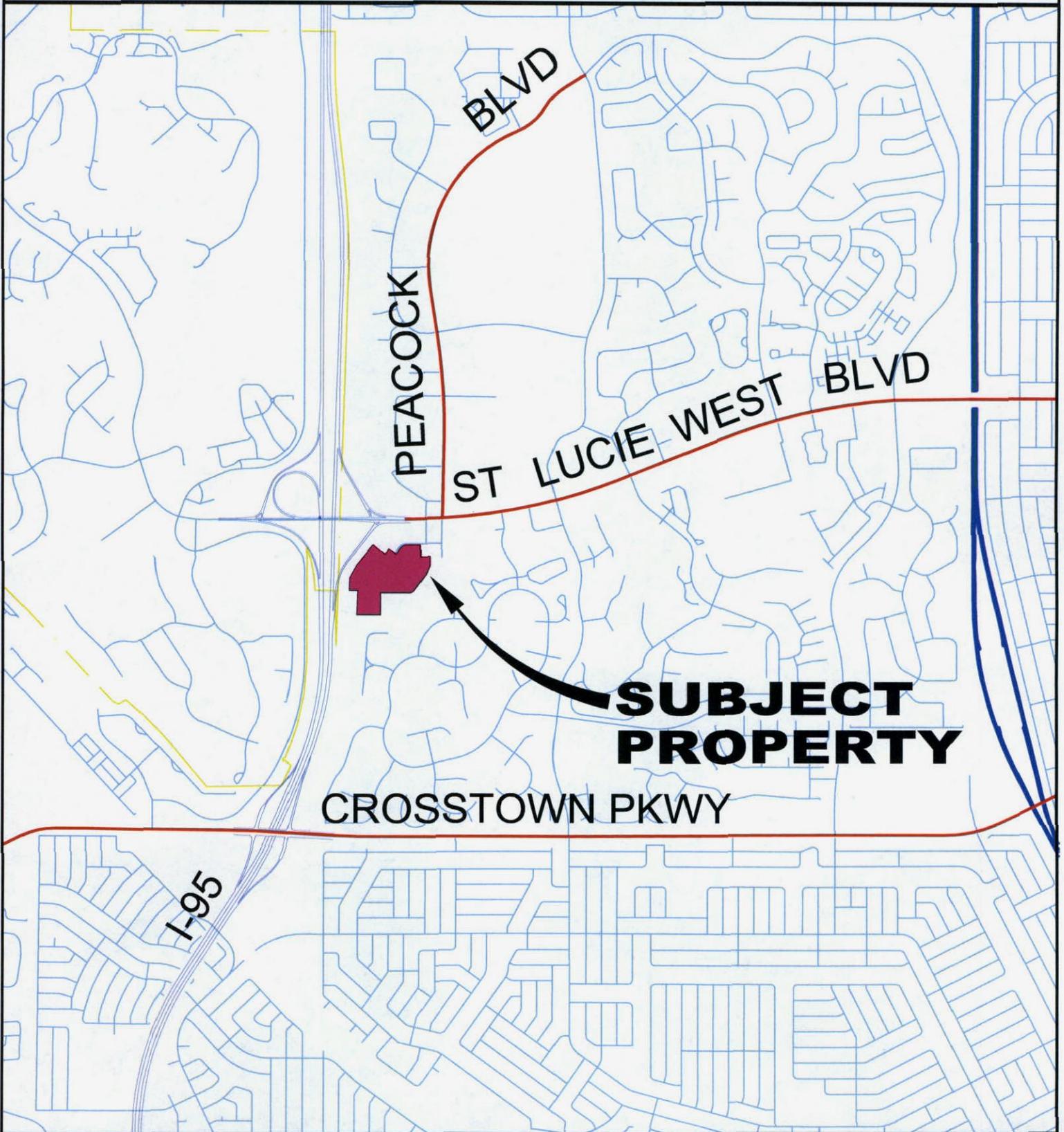
The proposed site plan consists of ten buildings for a total of 402,500 gross square feet. The buildings consist of two 97,000 square foot, 4 story residential buildings with 80 dwelling units each; one 65,000 square foot, 4 story residential building with 55 dwelling units; one 45,000 square foot, 4 story office building; one 56,000 square foot, 4 story office building; one 21,500 square foot, 3 story office building; one 5,800 square foot, 1 story retail building; one 52,00 square foot, 1 story retail building; one 5,000 square foot, 1 story restaurant; and one 5,000 square foot, 1 story daycare building.

---

**STAFF RECOMMENDATION:**

The Site Plan Review Committee reviewed the request and unanimously recommended approval on December 28, 2011. The Planning & Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and the St. Lucie West DRI and recommends approval. The Planning and Zoning Board reviewed the request on February 7, 2012 and recommended approval with a vote of 5 to 2.

# SITE LOCATION



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

Prepared by:  
M.I.S. DEPARTMENT

PZ2011.DWG

PUD AMENDMENT  
LOTS 6-10  
SLW PLAT NO. 164 2ND REPLAT

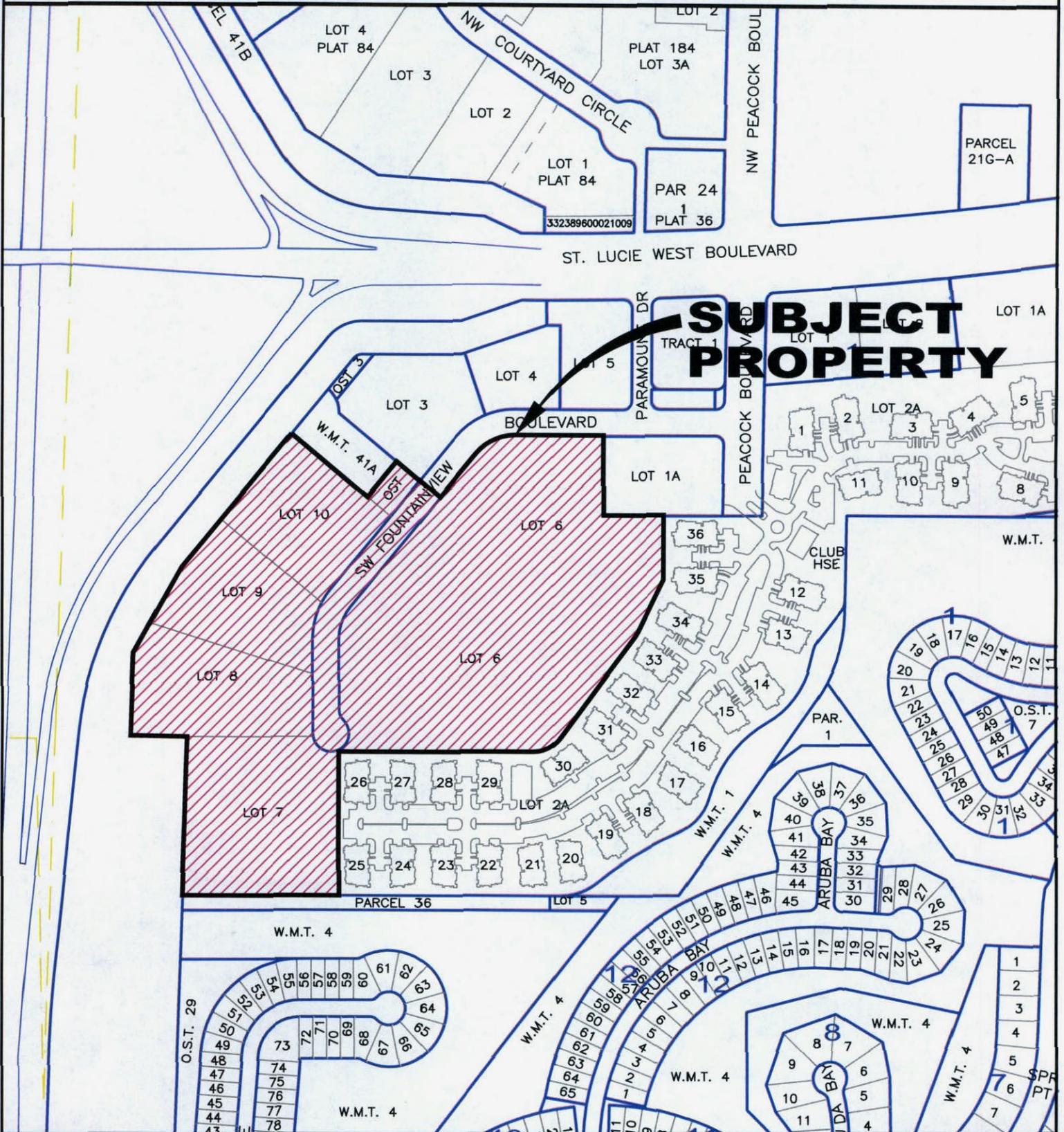
DATE: 10/25/2011

APPLICATION NUMBER:  
P11-140

CADD FILE NAME:  
P11-140A

SCALE: 1" = .5 MI

# SITE LOCATION



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

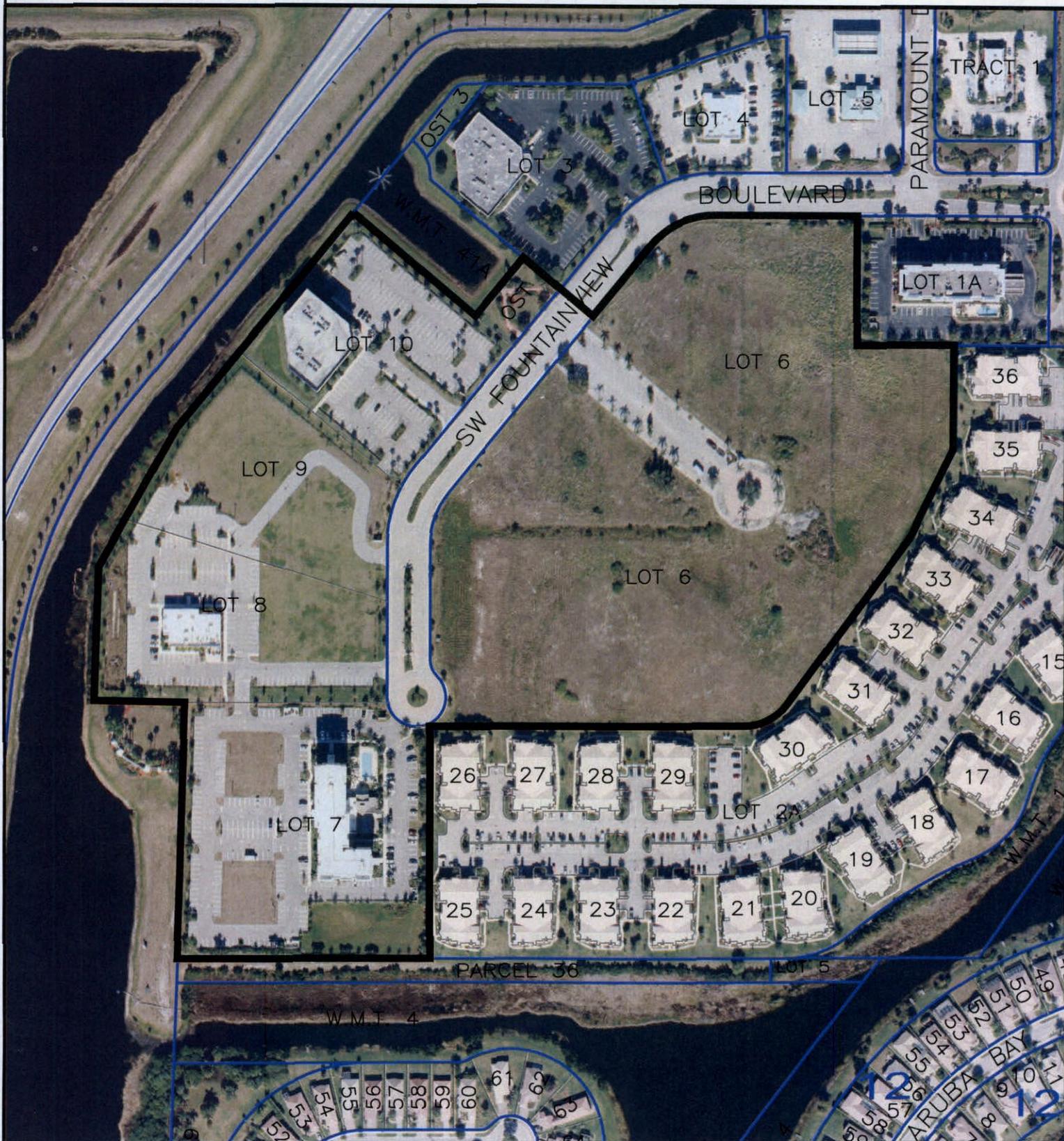
Prepared by:  
M.I.S. DEPARTMENT

PZ2011.DWG

PUD AMENDMENT  
LOTS 6-10  
SLW PLAT NO. 164 2ND REPLAT

DATE: 10/24/2011
APPLICATION NUMBER: P11-140
CADD FILE NAME: P11-140M
SCALE: 1"=400'

# SITE LOCATION



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

Prepared by:  
M.I.S. DEPARTMENT

PZ2011.DWG

PUD AMENDMENT

LOTS 6-10

SLW PLAT NO. 164 2ND REPLAT

AERIAL DEC 2010

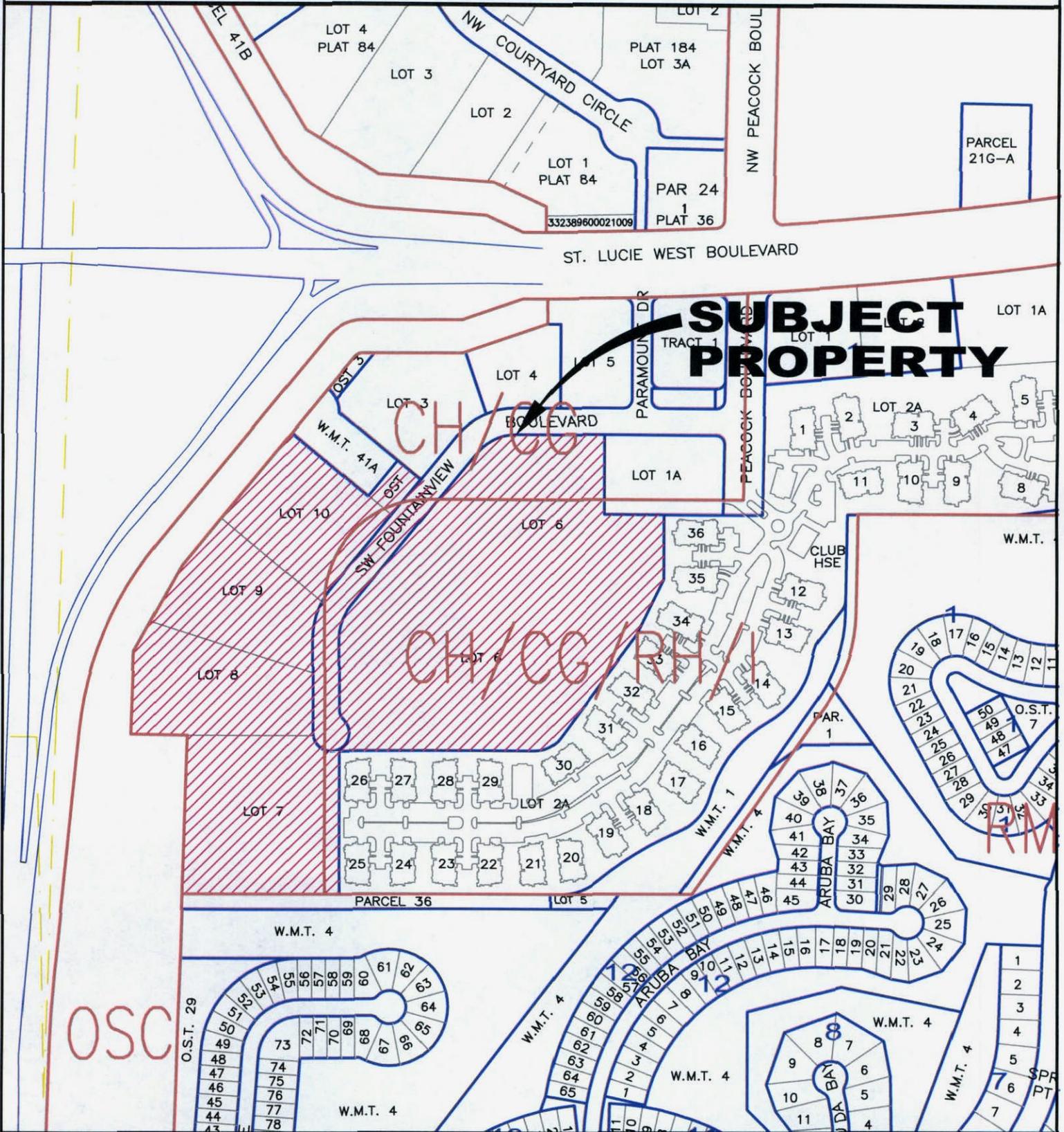
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P11-140

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P11-140A

SCALE: 1"=250'

# FUTURE LAND USE



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

Prepared by:  
M.I.S. DEPARTMENT

PZ2011.DWG

PUD AMENDMENT  
LOTS 6-10  
SLW PLAT NO. 164 2ND REPLAT

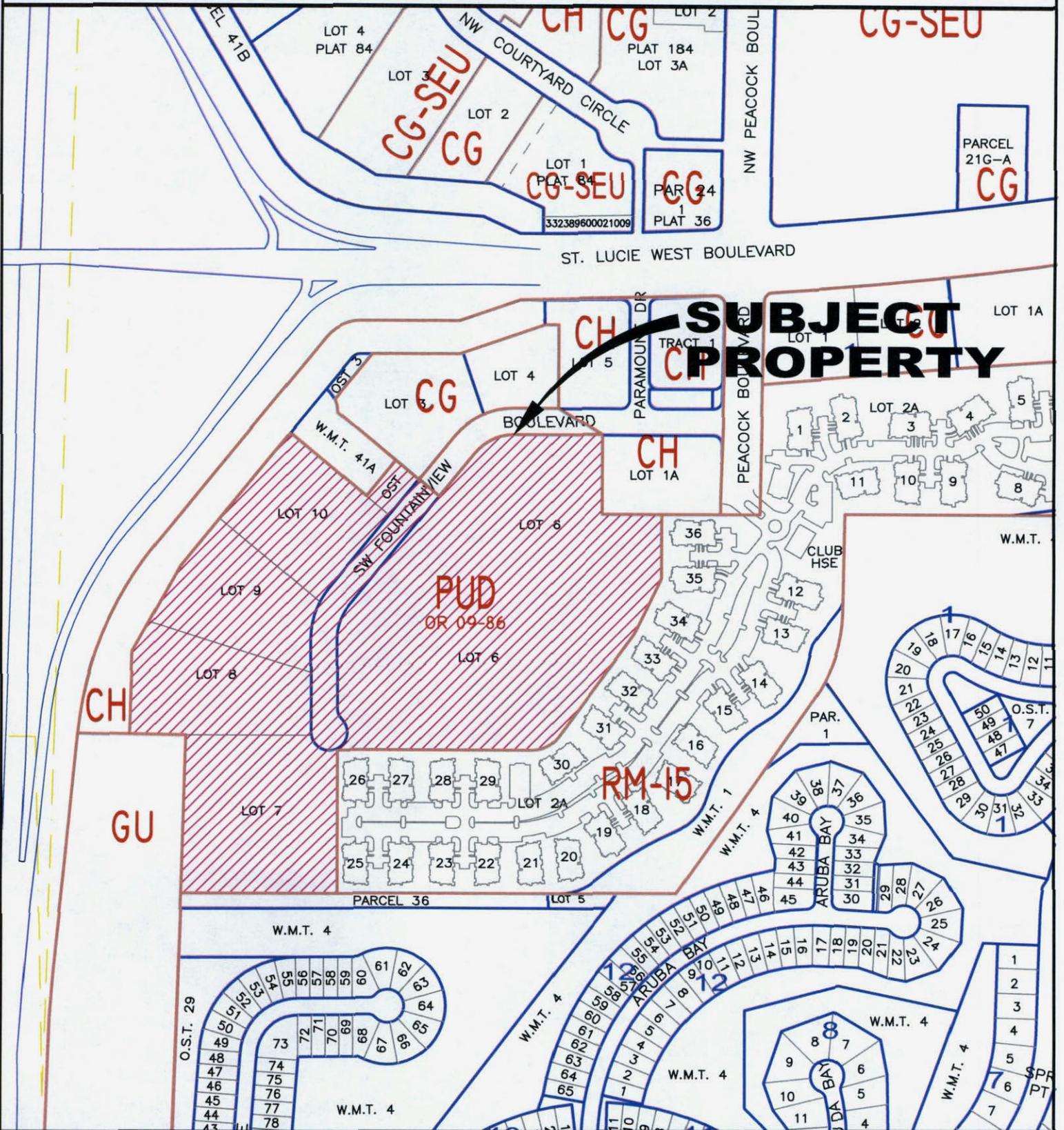
DATE: 10/24/2011

APPLICATION NUMBER:  
P11-140

CADD FILE NAME:  
P11-140M

SCALE: 1"=400'

# EXISTING ZONING



CITY OF PORT ST. LUCIE  
 PLANNING & ZONING DEPT.  
 Prepared by:  
 M.I.S. DEPARTMENT

PUD AMENDMENT  
 LOTS 6-10  
 SLW PLAT NO. 164 2ND REPLAT

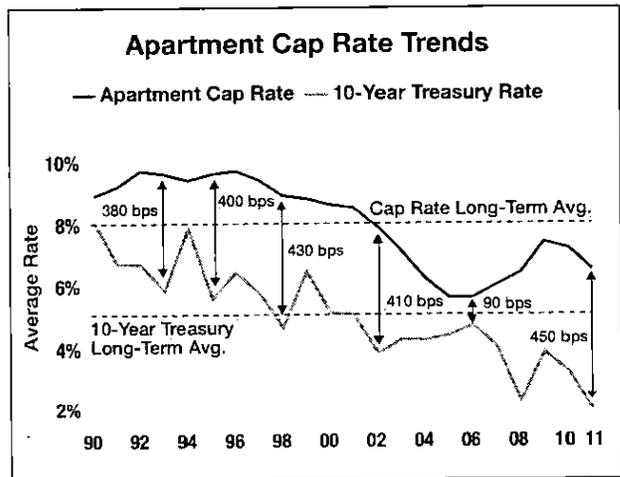
DATE: 10/24/2011  
 APPLICATION NUMBER:  
 P11-140  
 CADD FILE NAME:  
 P11-140M  
 SCALE: 1"=400'

PZ2011.DWG

## Robust Demand Overshadows Construction Pipeline; Apartments Push into Full Expansion

The apartment recovery cycle began as early as 2009 in some markets, with demand reversing from negative territory and moving well ahead of expectations and all other property types. The speed and sharpness of the apartment recovery across most U.S. markets belied the severity of the employment downturn in the last recession. Property performance improved meaningfully throughout 2010 before transitioning from recovery to full expansion mode in 2011, when all markets posted vacancy decreases and effective rent growth. The relatively moderate pace of economic recovery thus far has not deterred neither private nor institutional investors from continuing to direct generous amounts of capital toward apartment property acquisitions. Although strong demand for apartment properties compresses both going-in returns and internal rates of return, cash yields relative to the risk-free rate remain attractive to investors. The widely held view is that robust demographic trends and tighter space fundamentals will also support strong apartment performance over the next several years.

Four major factors drove demand for top-tier assets in preferred markets at the onset of recovery: asset pricing below replacement cost; a limited buyer pool; a significant gap in interest rates relative to cap rates; and the prospect of stronger property revenues and values derived from significant rent and occupancy gains. By the end of the first half of 2011, owners of Class A assets had already reaped many of the benefits of operational improvements. Cap rate compression in this product tier narrowed the interest rate arbitrage and an expanded buyer pool pushed pricing within reach of replacement cost in some markets.



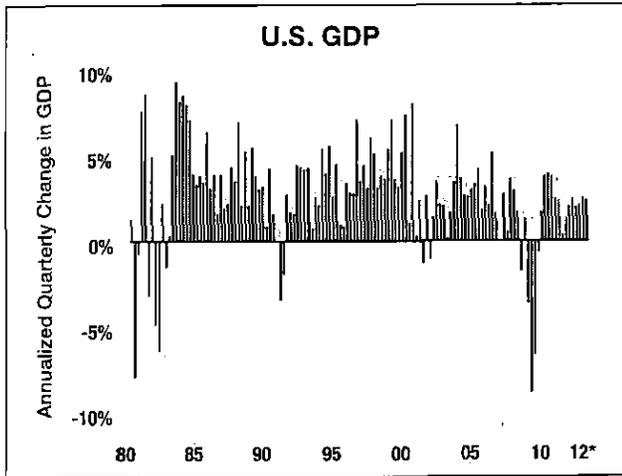
During the second half of 2011, a pause in transactions occurred in the top-tier segment against a backdrop of significant macro-level economic and political pressures, such as the eurozone financial crisis and U.S. political stalemate, as well as a hint of deal fatigue. In addition, capital availability hit a snag when equity sources briefly receded in response to capital market volatility. Buyer pools have since thinned out and cap rates for this segment have increased 25 to 50 basis points, but institutional investors still demand core assets in preferred markets and those transactions remain highly desirable and competitive. The lull in sales should fade as the year progresses and as economic data continues to post upside results. Allocations to commercial real estate, apartments in particular, should remain intact, generating more sales throughout 2012, although investors remain cautious about the magnitude of rent and occupancy gains still to be achieved.

### 2012 Annual Forecast

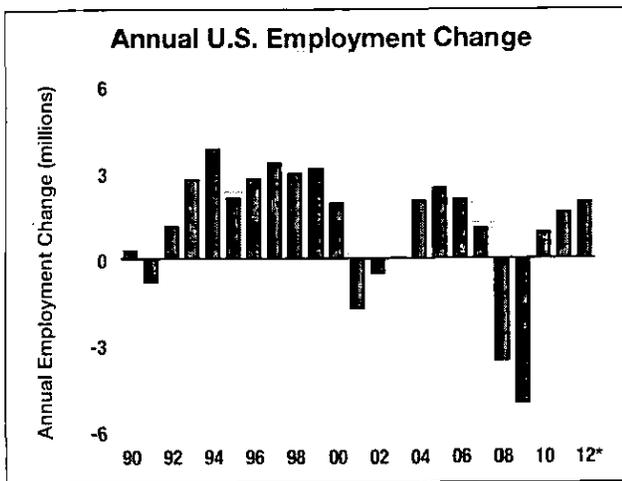
#### Apartment



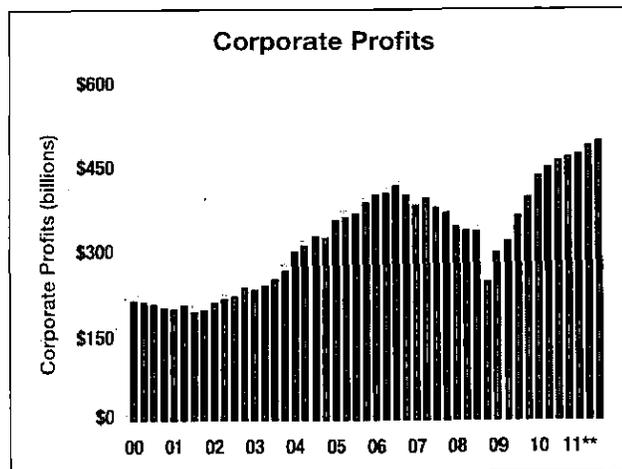
## Economy Faces Marathon Recovery



The absence of a defining driver in GDP growth, government-cutbacks, and skittish consumer and business confidence often overshadowed the incremental gains propelling U.S. economic growth throughout 2011. This miscue resulted in modest employment growth and low wage and income growth. In perspective, the private sector has added 3.2 million jobs since the employment trough, representing a recovery of 36 percent of the jobs lost in the peak-to-trough period of January 2008 to February 2010. The unemployment rate fell 90 basis points over the last year to 8.5 percent in December, marking a significant decline. In addition, retail sales eclipsed the pre-recession level, corporate profits moved 19 percent higher than the third-quarter 2006 peak, and exports comprised 13 percent to GDP. While GDP growth measured well below the historical trend at 1.7 percent in 2011, holiday retail sales exceeded expectations. Meanwhile, fixed residential investment surprised to the upside with a surge in home renovations, multifamily starts, and a modest gain in single-family home starts.



Numerous challenges that could undermine the U.S. economic recovery will persist in 2012, including the pervasive political stalemate and indecision. The eurozone financial crisis presents another risk, as the potential for a mild eurozone recession could stall productivity. The pace of export growth may contract if eurozone countries slip into recession, muting strength in corporate profits. Emerging markets could support global trade and absorb some of the slack, but certainly not all of it. The biggest obstacle to growth, however, remains the climate of uncertainty, which both attenuates consumer demand and impairs progress in job gains, leaving the economy vulnerable.



The upward trend in economic indicators supports prospects for a marathon-like recovery and moderate growth. Manufacturing and expansion in new orders suggest stronger productivity over the next year. GDP should strengthen to 2.2 percent in 2012, based on stronger consumer spending and business fixed investment. It is expected to remain a pillar of growth, both in capital equipment and, increasingly, non-residential structures as fundamentals improve. Modest employment growth will prevail until GDP returns to its 3.2 percent historical average, but the U.S. economy is forecast to add 2 million jobs this year, outpacing 2011. Improved business confidence should transition a significant portion of robust hiring in temporary job placements to permanent jobs.

## Diverse Forces Sustain Apartment Absorption

The third year of positive momentum advanced the U.S. apartment sector squarely into the expansion phase of the real estate cycle. Remarkable apartment performance over the past two years offered proof of the sustainability of the apartment sector recovery and the resiliency of solid apartment investments. Looking forward, the sector's maturity along the real estate cycle raises new questions regarding:

- Sources and strength of future demand
- Affordability and Class A rent growth relative to incomes
- Markets suitable for light value-add investments
- Effects of a new development cycle
- Expectations for exit cap rates

\*Forecast  
\*\*Through 3Q

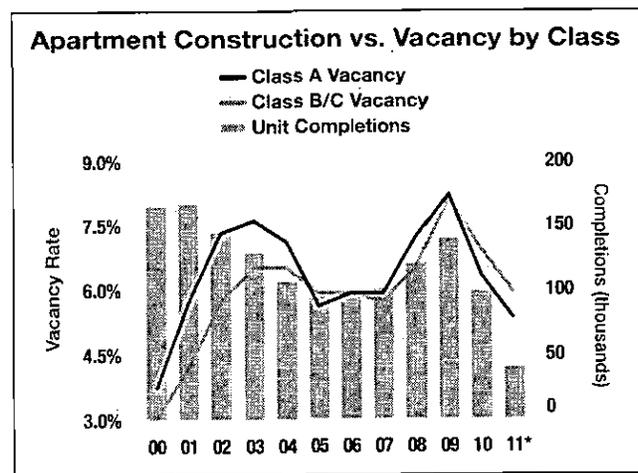
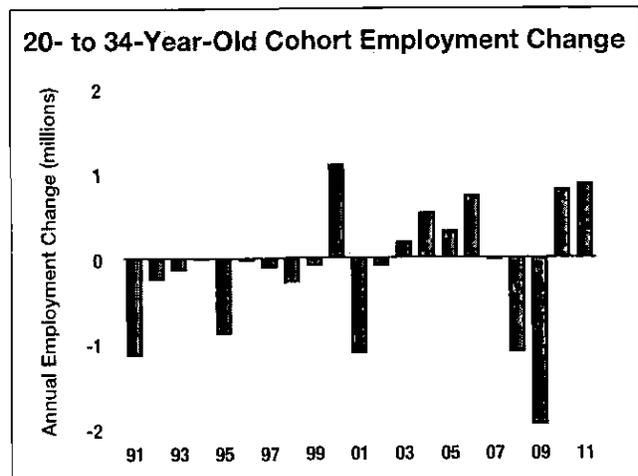
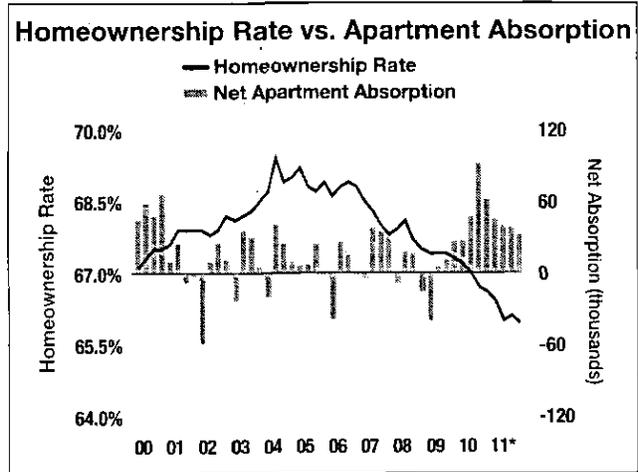
# Institutional Apartment Research Report

Early into the recovery, a dominant source of demand for rental housing derived from the displacement of both former homeowners and renters of investor-owned homes, which ultimately fell into foreclosure. The homeownership rate measured 66.1 percent as of the third quarter of 2011, marking a reduction of 160 basis points over the past three years. The shift in tenure alone produced an increase of nearly 2.4 million renter-occupied households, a stark contrast to the decline of nearly 800,000 owner-occupied homes. More recently, employment gains in the 20- to 34-year-old prime renter cohort captured a 71 percent share of the 1.7 million jobs created from 2010 and through October 2011. The release of pent-up demand from "bundled up" households provided a significant boost to apartment demand. Combined net absorption over the past two years totalled more than 378,000 units, outpacing by nearly three times the 137,000 units delivered. The national vacancy rate plummeted 260 basis points to 5.4 percent in a two-year period, despite below-average employment growth.

## Class A Leads Recovery; Others Follow

Despite the broad-based national recovery, not all apartment properties or markets recorded stellar gains. Superior performance linked first to markets with strong ties to the trade, technology, energy and health and education sectors, and second to the age and quality of the properties. The vacancy spread between Class A and B/C properties narrowed recently to 50 basis points at a national level, posting 5.1 and 5.6 percent vacancy, respectively. Class B/C properties lagged Class A performance and recovery, posting negative net absorption in eight of the 10 years prior to the recovery. Class B/C properties turned a corner in 2010, recording positive net absorption equal to about half the rate of Class A net absorption and posting gains on par with Class A product in 2011. Class A and B/C vacancy have recovered by 310 and 250 basis points from peak, respectively.

The difference between Class A and B/C product is most apparent at both extremes of high and low barrier-to-entry markets. Class A product maintains a highly favorable vacancy differential in low barrier-to-entry markets, such as Atlanta, Houston and Phoenix. Heavy development in these markets during the last construction cycle has created a surplus of options for renters, with many of them opting for top-tier units offered with healthy concessions. Meanwhile, Class B vacancy rates are significantly lower than Class A in perennially low vacancy, high barrier-to-entry markets, such as San Diego, Los Angeles, Boston and San Francisco. Key factors supporting properties in higher-barrier markets include high home prices, steep construction costs, and generally higher rents. On a national basis, revenues for Class A product outpaced Class B/C, increasing an average of 4.4 and 3.5 percent annually for the past two years, respectively. The price to build in high barrier-to-entry markets is cost and time prohibitive, but they serve a large household base that rents by necessity, making them excellent candidates for light value-added investments.



\*Estimate

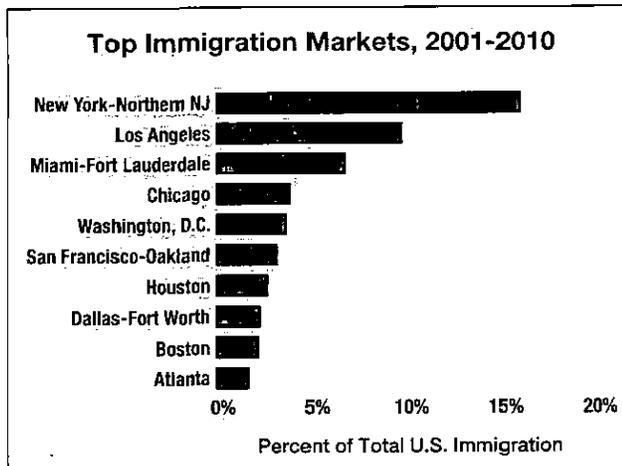
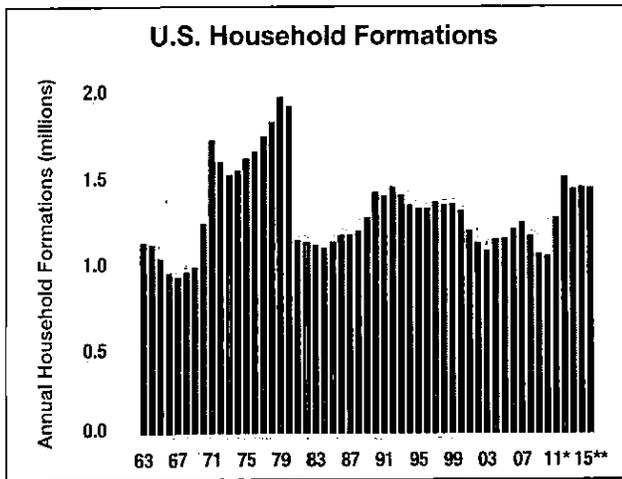
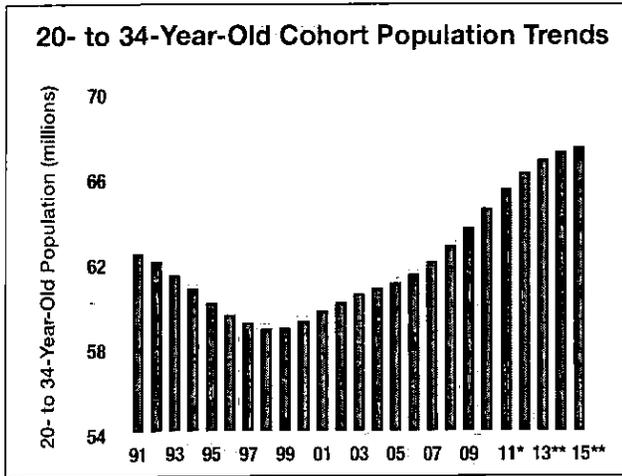
## Multiple Demand Drivers Converge; Apartments Enter Expansionary Phase

The progression of echo boomers reaching prime renter years will expand the 20- to 34-year-old age cohort by approximately 3.2 million over five years. Higher levels of employment and household formations are requisite to sustain superior apartment performance over the next decade, with demographic trends and immigration underpinning demand. Employment growth of approximately 2 million is forecast for 2012, before accelerating meaningfully into 2013 and peaking at an estimated 4.1 million in 2014. Payroll expansion in 2014 is expected to reach the fastest pace since 1994.

Household formations declined sharply in the latter years of the 2000s, likely suppressed by the recession, high unemployment, and low immigration levels. As the recession took hold, immigration slowed to the lowest levels in 30 years and stricter government immigration policies may dampen future inflows. Immigration implies an immediate need for rental housing and thus provides critical support for apartment demand. New household formations are forecast to move off recent lows and increase by 29 percent to an annual average of 1.2 to 1.4 million between 2010 and 2015. These estimates are dependent on immigration, but represent conservative assumptions of immigration levels over the next few years. According to some studies, immigrants are forecast to contribute over 40 percent of net household formations between 2010 and 2020, a stunning rise from an estimated 15 percent contribution in the 1980s. Immigrants are expected to continue to play a key role in the traditional immigration gateway states, such as New York, New Jersey, Illinois, California and Florida. Arizona, Georgia and Texas are the three fastest-growing states for immigration. Demand for entry-level rental housing will remain an important driver in both mainstay and emerging gateway markets.

In addition to the rapid population increase in the 20- to 34-year-olds, the 55-plus age cohort will provide another powerful element of apartment demand over the next five years. As baby boomers progress into their retirement years, rental demand will rise while approximately 20 percent of these households choose or need to rent in the next decade, totaling as many as 2.6 million households. Stabilizing home prices and stronger buyer demand for homes will enable many baby boomers to sell their homes, releasing equity and boosting absorption of apartment units, particularly in Sun Belt states.

The wave of echo boomers, immigrants, retiring baby boomers, and the sharp rise in non-traditional households will exert tremendous influence on demand for all types of housing, but particularly for apartments. Current forecasts suggest that the period from 2007-2014 represents a peak cycle of growth in the 20- to 34-year-old segment of the population. As they enter the workplace in greater numbers, they will likely become the largest contributors to apartment demand.



\* Estimate  
\*\* Forecast

# Institutional Apartment Research Report

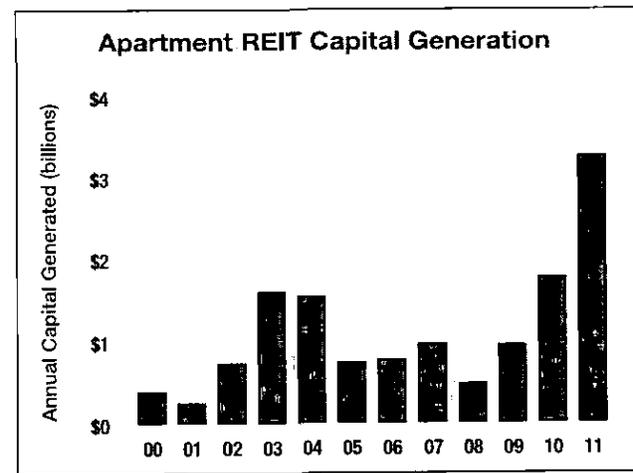
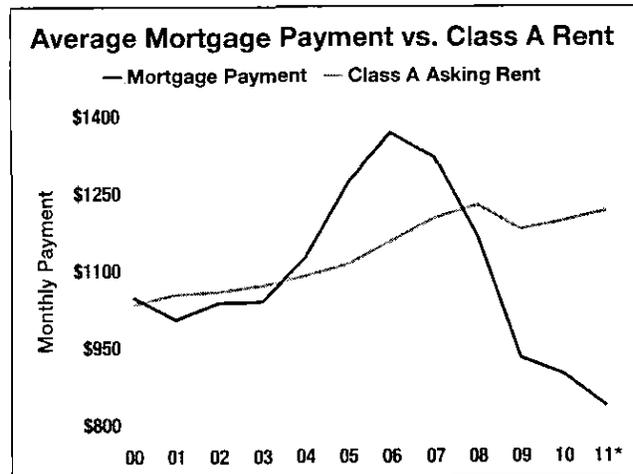
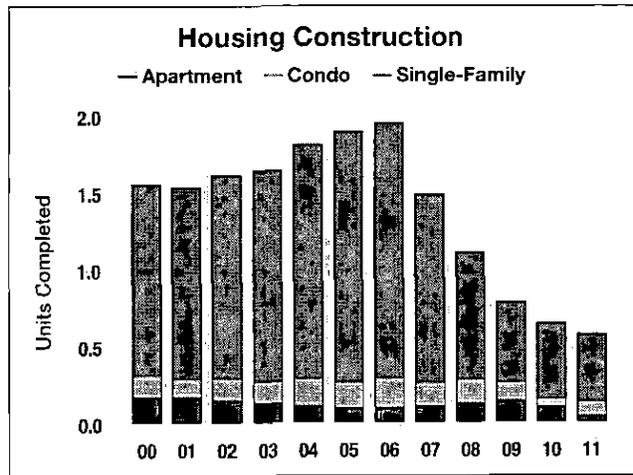
## Supply Falls Short; Developers Ramping Up

New construction remains less than one percent of inventory, well below the 2.2 percent long-term trend. Completions are forecast to total nearly 85,000 units in 2012, more than double the number delivered in 2011, but still falling short of the 120,000 units forecast for demand. Another decisive decline in vacancy of 40 basis points to 5.0 percent will lift overall effective rent growth 4.8 percent in 2012. Low vacancy will fuel solid rent gains in core markets in 2012, but perhaps not with the same magnitude as the last two years.

A 26 percent decline in the median home price from the 2006 peak to the year-end 2011 price of \$164,600, with a 200-basis-point drop in the fixed interest rate for a 30-year mortgage, results in a spike in affordability that is hard for apartment investors to ignore. Today's median-priced home at current interest rates yields an \$830 monthly mortgage payment, 40 percent lower than the \$1,389 mortgage payment in 2006. Using traditional financing standards, the minimum income needed to make a mortgage payment has fallen by 40 percent since 2006, significantly boosting the number of households that meet the income requirements. However, the significant down payment and financing hurdles keep homeownership out of reach for many renters.

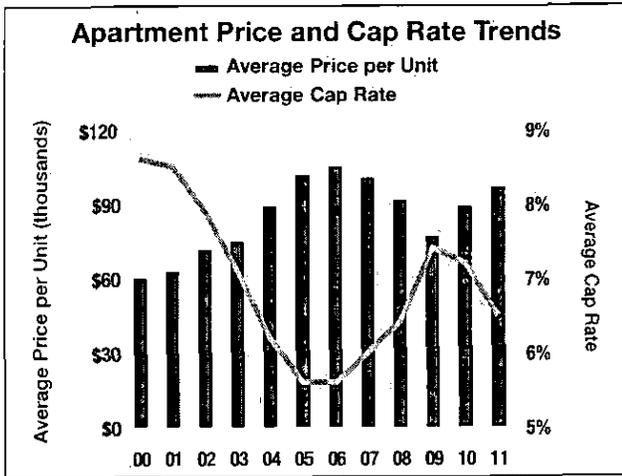
The rise in recovering apartment rents in tandem with falling home values has resulted in a negative bias to Class A rents in some markets, with a differential of more than \$400 compared with a monthly mortgage payment on a national level. This affects more affordable markets that often incorporate depressed home prices in far-flung submarkets that generally would not be a fair comparison to apartment rentals. Although the low-interest-rate environment and approaching trough in home prices will attract some affluent renters to homeownership, the current mindset of many renters appears biased toward renting. First-time homebuyers typically account for 40 percent of existing home sales, but have fallen to 35 percent as of November 2011. Until the labor markets and incomes firm, strict underwriting criteria and a strong preference for mobility will keep rental housing in demand.

Well-capitalized REITs with ramped up pipelines, and developers partnered with a variety of new institutional and private equity sources, will lead the multifamily acquisition and development cycle in 2012. Real Estate REITs issued a record \$37.5 billion in shares in 2011, reflecting a 32 percent increase over last year. Multifamily permits increased nearly 91 percent to an annualized 295,000 units as of November 2011, measured on a year-over-year basis, and starts should accelerate meaningfully by mid-year 2012. Actual deliveries should require another 12 to 18 months in lower barrier-to-entry markets and much longer for supply-constrained markets. A two-to-three-year window still exists before pockets of supply imbalance begin to emerge. Infill locations near transportation, business, retail, entertainment and cultural venues increasingly comprise a greater share of new supply, which elevates construction cost but fetch a premium in the market. Investors may view infill, high-density submarkets in traditionally low-barrier markets as having similar characteristics to high barrier-to-entry markets but priced at a discount.

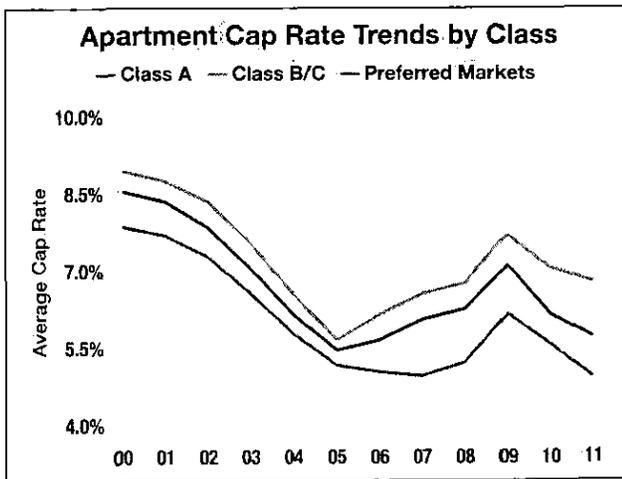


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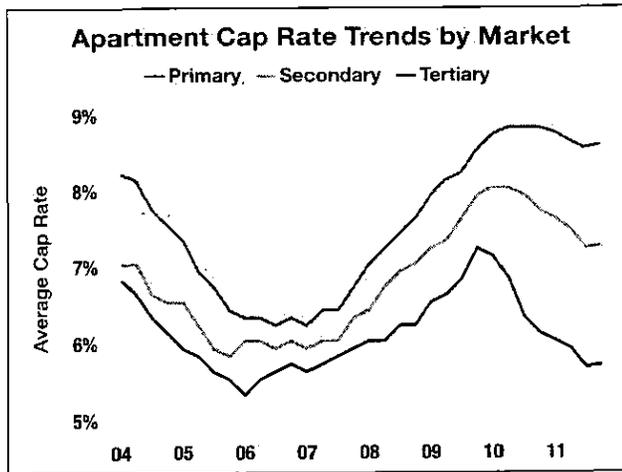
## Yield Pursuit Expands Acquisition Targets



The maturation of the apartment investment market over the past 15 years influenced a lower point for cap rates. The average cap rate for apartments in the early-2000s was between 8 and 9 percent, steadily trending down since the early 1990s. This was not only a result of lower interest rates, but also because of the acceptance of apartments as an investment class by institutional and international investors. Further, the advent of apartment REITs and evolution of national data reporting services improved transparency in the industry, further reducing perceived risk.



Increasingly, institutional investors are seeking well-located Class A- and B+ assets in primary markets in need of minor updating and top assets in secondary markets. Stabilized Class B assets with light value-add potential in preferred markets, offering at least a 100-basis-point cap rate spread to Class A assets are also in favor. Investor concerns linger regarding the sustained ability to raise Class B rents, given the lower demographic profile of the residents. These renters often report lower levels of educational attainment and income when compared with residents of Class A units, which often house higher-earning young adults and renters by choice. Class A properties, however, can be vulnerable to residents vacating for home purchases or moving to new construction at discounted, lease up rents. Class B residents tend to be subject to more wage and employment pressure, and price sensitivity. Historically, revenues per unit averaged about 3 percent for both product types, with the exception of the period of 2001 to 2003. Class A revenues weakened relative to Class B/C during this time, before outpacing Class B/C revenues, following the most recent recession.



Demand and pricing for core apartment assets in preferred markets turned aggressive with surprising speed in 2010, ahead of improved property fundamentals, and continuing throughout 2011. Preferred markets typically have higher-cost housing and consistently generate a high level of apartment demand by necessity, offering greater protection from both demand and supply-side risks. While operations can reverse quickly in an economic downturn, resulting in highly volatile cash flow, the structurally lower vacancy rates enable a shorter recovery period. In addition, fewer competing assets available for sale safeguards asset values, resulting in higher appreciation returns and lower perceived risk.

Conversely, markets with low barriers to entry often carry significantly higher demand and supply-side risk, but capture a greater proportion of job and population growth, offering opportunities to rapidly grow occupancy and NOI in an economic upswing. Buyers could pay more for Class A apartment properties and maintain a reasonable spread over the risk-free rate, which widened to 432 basis points at the end of last year, the largest gap in at least 20 years. Even investments in preferred markets maintained a spread of 252 basis points relative to the 10-year treasury. Significant portfolio transactions boosted apartment sales in the \$20 million-plus segment, which approached \$38 billion in 2011, reflecting a 43 percent increase over last year and 60 percent of all sales. For a longer-term perspective on apartment sales

# Institutional Apartment Research Report

trends in the \$20 million-plus segment, consider that the average apartment price per unit increased for 12 consecutive years starting in 1994, eventually peaking near \$126,000 in 2007. This represents a 10.7 percent average annual increase over the 14-year period and a 5.4 percent average cap rate at peak. Prices contracted nearly 35 percent from peak-to-trough in 2009; however, strong sales momentum in this tier has since lifted the average sale price by 60 percent from the trough to the current \$131,500 per unit. In comparison, apartment NOIs rose approximately 16 to 17 percent in 2010 and 2011 combined. In addition, cap rates recompressed by 161 basis points to 5.5 percent. Gateway markets including New York, Washington, D.C., Los Angeles, San Francisco, Houston, Dallas and Chicago dominated investments.

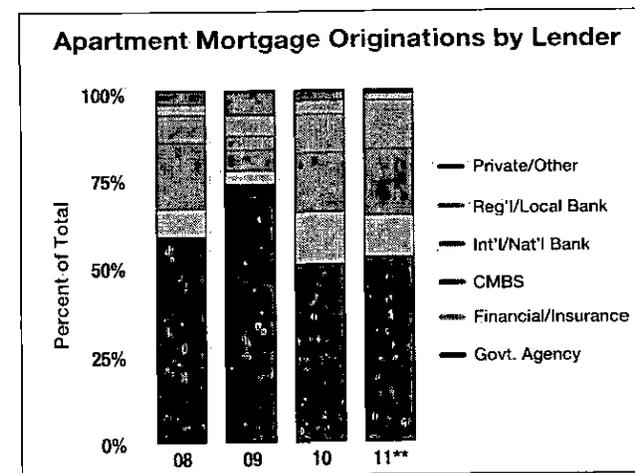
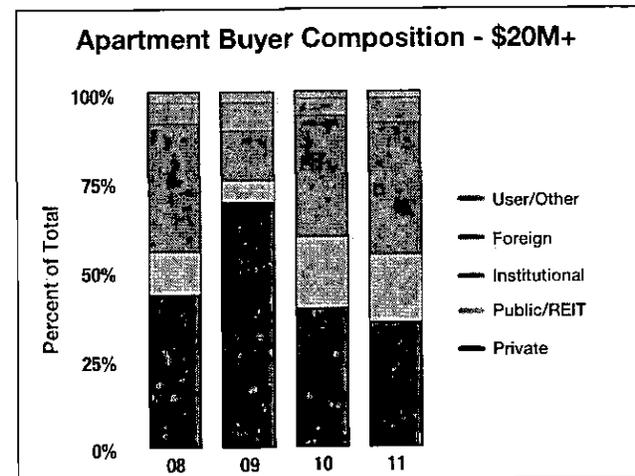
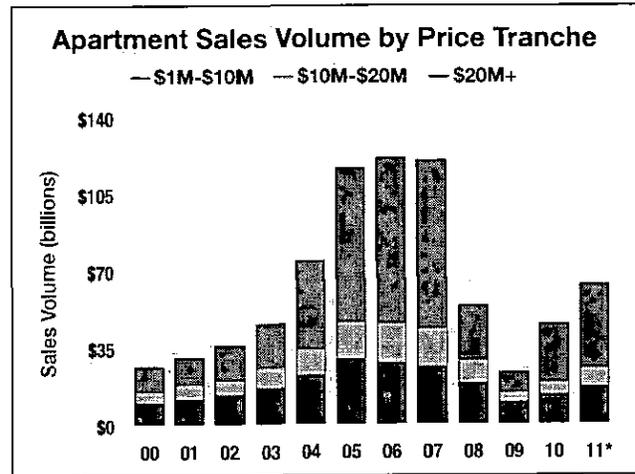
Preferred apartment investment markets are generally defined by structural characteristics inherent to coastal markets. A large population base, healthy immigration, geographic and policy constraints on supply, strong market fundamentals, stable incomes, high home prices and rents.

For purposes of this discussion, preferred markets include:

- New York
- Washington, D.C.
- Boston
- San Diego
- Los Angeles
- Orange County
- San Jose
- San Francisco
- Seattle

The composition of apartment buyers in the \$20 million-plus tier shifted from the 2009 trough. Equity funds more than tripled their share of acquisitions, while public and institutional investors' share more than doubled. As of year-end 2011, private buyers maintained the largest share of acquisitions at 34 percent, yet this reflects a contraction from 67 percent in 2009. Public and institutional investors combined for a 38 percent share, followed by equity funds at 18 percent. Foreign investment fell to 7 percent from 8 percent, but appears to be rising since the anticipated correction in core property values never materialized.

With recent transactions biased toward core, top-tier markets, and best-in-class assets, stronger operational performance and low-cost debt have broadened buyer demand. Furthermore, yield compression will lead to more sales of Class B and B- properties. Greater sales velocity in a broader spectrum of asset quality and markets in 2012 will create more reliable value estimates and lend support to market pricing in the lower tiers and secondary markets. The cap rate spread for mid-tier assets located in tertiary markets is approximately 300 basis points higher than primary markets at 5.6 percent, with secondary markets ranging within that spread. This arbitrage offers attractive return spreads when viewed with properly assessed risks and a more than five-year investment horizon. Older, Class B renovation candidates located near employment nodes and transit hubs will present worthy investment opportunities in good primary and secondary markets.



\*Estimate  
\*\*Through 3Q

## Apartment Total Returns Eclipse Alternatives

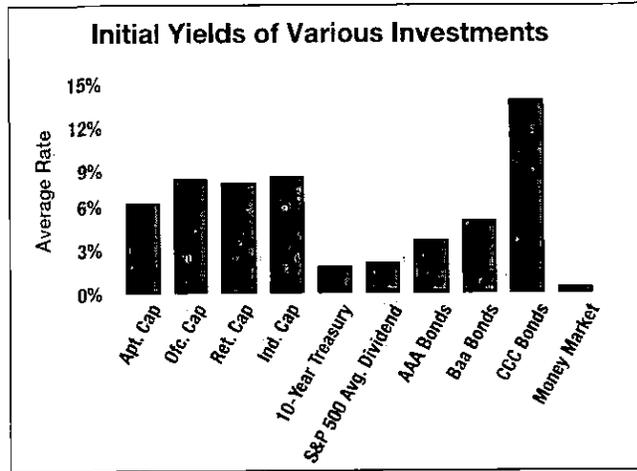
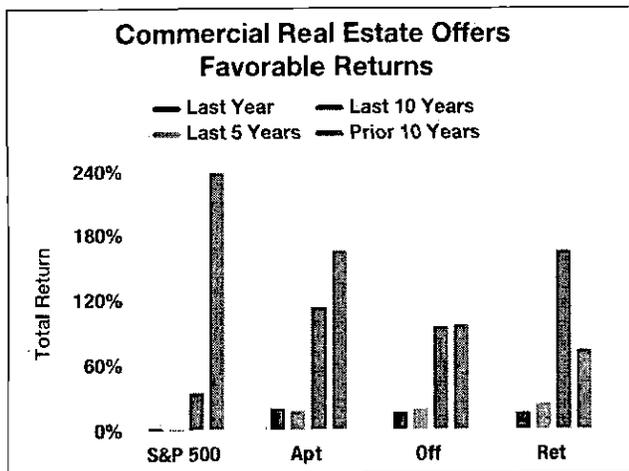
Apartments have shown far greater resiliency in holding their values during market downturns. The negative change in appreciation over the peak-to-trough cycle for apartments is roughly one-half to one-third less severe compared with the office, industrial, and retail sectors. Furthermore, comparative statistics offer evidence that apartment values recover in a fraction of the time historically required by other sectors. The sector currently posts the strongest return performance among property types, posting an overall return of 3.6 percent for the third quarter of 2011 and an annualized overall return of 18.6 percent, comprised of a 12.5 percent appreciation return and 5.6 percent income return. Until just recently, apartments were the only property type to have capital appreciation driven by both cap rate compression and NOI growth.

When compared with the volatility of other asset classes, the real estate sector is poised to receive increased investments for its stable cash flows and appreciation. These factors have broadened the appeal of apartment investment beyond traditional private investors and REITs to include sovereign funds, equity groups, and other institutions. This, in turn, enhanced liquidity, particularly for major institutional properties. Apartments offer low space market volatility and therefore the highest risk-adjusted returns. The apartment sector typically performs best in a rising interest rate environment and stands to benefit from the unique demographic trends forecast for the next decade.

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The information contained in this report was obtained from sources deemed to be reliable. Every effort was made to obtain accurate and complete information; however, no representation, warranty or guarantee, express or implied, may be made as to the accuracy or reliability of the information contained herein. Note: Metro-level employment growth is calculated using seasonally adjusted quarterly averages. Sales data includes transactions valued at \$500,000 and greater unless otherwise noted. Sources: Marcus & Millichap Research Services, Bureau of Labor Statistics, CoStar Group, Inc., Economy.com, National Association of Realtors, Real Capital Analytics, Reis, TWR/Dodge Pipeline, U.S. Census Bureau



# Cotleur & Hearing

Landscape Architects | Land Planners | Environmental Consultants

1934 Commerce Lane · Suite 1 · Jupiter, Florida · 33458 · Ph 561.747.6336 · Fax 561.747.1377 · www.cotleurhearing.com · Lic # LC-C000239

October 19, 2011

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

**RECEIVED**

OCT 19 2011

**RE: 3<sup>rd</sup> PUD Amendment for the Fountainview Plaza PUD**  
**Applicant: Cotleur & Hearing, Inc. on behalf of the Property Owners**

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

Dear Ms. Cox,

On behalf of the lot and condominium owners within the Fountainview Plaza PUD, I am pleased to provide you with this amendment request.

The purpose of the 3<sup>rd</sup> Amendment of the PUD is to provide a multifamily residential use within the PUD by regulating the maximum building height, setback and minimum parking requirements. In addition, shared parking regulations have been provided utilizing the Urban Land Institute mythology for shared parking exclusively for Lot 6. This 3<sup>rd</sup> Amendment will also reduce the native requirement for landscape material from 75% to 50%.

### *Multifamily Residential*

Multifamily residential was not originally proposed within this PUD. However, with the change in market demand the developer of Lot 6 is catering to current single family property owners looking to downsize to multifamily apartments. The future land use for Lot 6 is CH/CG/RH/I and CH/CG on Lots 7-10; therefore the multifamily use is only applicable to Lot 6.

### *Maximum Residential Building Height*

The maximum residential building height is currently regulated at 35 feet. The proposed PUD amendment will increase the maximum allowable height to 65 feet.

The existing PUD and previous site plan was exclusively commercial uses; including a 65 foot tall hotel and two 45 foot mixed commercial buildings along the south west boundary. It is important to note that the maximum allowable building height under the current PUD regulation is 75 feet for all commercial structures on site. (See Existing PUD and Maximum Allowable exhibits)

The proposed PUD and site plan proposes three multifamily buildings on the south west boundary. The current elevations propose a 52' structure setback 93 feet from the property boundary. The multifamily will act as an appropriate transition between the single family units to the south and west of the subject property and the proposed commercial uses.

#### *Minimum Parking Regulations*

The existing PUD documents allow shared parking between the adjacent properties within the PUD. The proposed amendment will allow shared parking between the uses on the same site because the individual uses will have opposing parking demand during different times of the day. This is achieved by utilizing a shared parking study derived the Urban Land Institute methodology for shared parking. An example of such practices is included within the PUD documents.

#### *Native Landscape Material*

Currently the requirement for native plant material is 75%. In order provide flexibility in design to choose the appropriate landscape material, which is aesthetically pleasing, sustainable and hearty, the proposed amendment reduces this requirement to 50%.

#### *Other Applications*

This amendment is contingent upon two other applications submitted concurrently to the City of Port St. Lucie. 1) A NOPC to the St. Lucie West DRI to simultaneously increase the number of residential units and decrease the number of hotel rooms. Currently there are only 26 residential units available within the DRI. Approval of this NOPC will allow Lot 6 to build the desired multi-family residential units. 2) A site plan application to Lot 6. This proposed layout is reflected on the revised Conceptual PUD plan, included herein.

Enclosed please find the following attachments:

1. PUD Amendment Application
2. Revised PUD documents, underline and ~~strikeout~~ format
3. Warranty Deeds for Lots 6-10
4. Designation of Authorized Agent Letters
5. Traffic Analysis
6. Revised Conceptual PUD plans
7. Building Height Exhibits
8. Filing fee in the amount of \$2,582.78, based on 30.139 acres

Please feel free to contact me if any additional information is required at this time.

Sincerely,

Donaldson Hearing, Coteleur & Hearing, Inc.

# PUD AMENDMENT APPLICATION

## FOR OFFICE USE ONLY

CITY OF PORT ST. LUCIE  
Planning & Zoning Department  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984  
(772)871-5212 FAX:(772)871-5124

Planning Dept: P12140  
Fee (Nonrefundable)\$ 2,582.78  
Receipt # 11374

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie." Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting. All items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in **BLACK** ink.

**PRIMARY CONTACT EMAIL ADDRESS:** DHEARING@COTLEUR-HEARING.COM

### PROPERTY OWNER:

Name: FOUNTAINVIEW PLAZA PUD  
Address: MULTIPLE OWNERS, SEE EXHIBIT 3 OF THE PUD DOCUMENTS  
Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_

**RECEIVED**

### AGENT OF OWNER (if any)

Name: DONALDSON HEARING, COTLEUR & HEARING, INC  
Address: 1934 COMMERCE LANE, SUITE 1, JUPITER, FL 33458  
Telephone No. 561-747-6336 FAX No. 561-747-1377

OCT 19 2011

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

### PROPERTY INFORMATION

Legal Description: St. Lucie West Plat No. 164 2nd Re-Plat in the Fountains Plat Book 43, pages 9 and 9A (Lots 6-10)  
(Include Plat Book and Page)

Parcel I.D. Number: SEE EXHIBIT 3 OF THE PUD DOCUMENTS

Current Zoning: PUD Proposed Zoning: PUD

Future Land Use Designation: CH/CG/RH/I Acreage of Property: 30.139 AC

Reason for amendment request: \_\_\_\_\_

TO PROVIDE FOR A MULTIFAMILY RESIDENTIAL USE, ADDITION OF SHARED PARKING REGULATIONS,

AND TO REDUCE THE REQUIREMENT FOR NATIVE VEGETATION FROM 75%-50%

- 1) Applicant must list on the first page of the attached amendment all proposed changes with corresponding page number(s).
- 2) All proposed additions must be underlined and deleted text must have a strikethrough.
- 3) Where there are conflicts between the requirements of the general provisions of this chapter or other applicable codes of the city and the requirements established by official action upon a specific PUD, the latter requirements shall govern.

  
\_\_\_\_\_  
Signature of Owner

DONALDSON HEARING  
\_\_\_\_\_  
Hand Print Name

10.17.2011  
\_\_\_\_\_  
Date

**\*If signature is not that of the owner, a letter of authorization from the owner is needed.**

**NOTE:** Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

**Procedure**

Section 158.175 (B)

Sec. 158.176

The application is reviewed by the Site Plan Review Committee, Planning and Zoning Board and City Council. PUD zoning and amendments are adopted by ordinance. (Ord. No. 98-84, § 1, 3-22-99)

***Changes in Conceptual Plans***

**Sec. 158.177**

- Minor changes in conceptual plans approved as a part of the rezoning to PUD may be permitted. The City Council upon application by the developer or his successors in interest, without the filing of a new application for PUD rezoning, provided that any change does not result in any of the following:
  - An overall increase in number of dwelling units of over one (1%) percent.
  - A reduction of the area set aside for community open space or a relocation thereof of more than five (5%) percent.
  - An overall increase in proposed floor area of over five (5%) percent.
  - An overall increase by more than five (5%) percent of the total impervious surface area.
  - An increase in the number of floors of building or an increase in height.
  - A modification in original design concept, such as an addition of land use category, change in traffic pattern or access and egress, or an increase of traffic generation exceeding that previously submitted by more than ten (10%) percent.
  - Any increase or decrease of more than ten (10%) percent of the total land area occupying a particular land use.

To apply for a minor change in conceptual plans, the developer or his successors in interest shall submit the following information to the office of the Zoning Administrator.

- An up-to-date statement presenting evidence of unified control of the entire area within the PUD and a renewed agreement to all provisions set forth in subsection 158.175(A)(1).
- A written statement clearly setting forth all proposed changes in the conceptual plan, setting forth in comparable fashion all applicable plan data and for both the currently approved conceptual plan and the conceptual plan as proposed for change.
- Revised copy of the conceptual development plan containing all proposed changes.
- A revised copy of all other documents or reports submitted as part of the original application and affected by the proposed changes.
- Revised copies of any additional covenants, agreements, or stipulations made a part of the original approval action and affected by the proposed changes.

Any application for minor changes in conceptual plans shall be submitted to the site plan review committee and Planning and Zoning Board for review and recommendation, and the recommendations of the committee and board shall be entered into the official record of the application and shall be considered by the City Council prior to the taking of official action upon application. Any proposed change in conceptual plans which does not qualify as a minor change as set forth above shall be considered a major change and shall require a rezoning application meeting all applicable requirements of this chapter for PUD rezoning. (Ord. No. 98-84, § 1, 3-22-99)

FOUNTAINVIEW PLAZA PUD

WARRANTY DEEDS

LOTS 6-10

RECEIVED  
DEC 07 2011  
PLANNING DEPART. IN CH.  
CITY OF PORT ST LUCIE

LOT:6

Parcel Id - 3326-702-0003-000-6 / 3326-702-0003-020-2

HL St.:Lucie.LLC

646 Hermitage Circle

Palm Beach Gardens, FL 33410-1611

PREPARED BY/RETURN TO:  
Rosalie Candelario, Esquire  
Nason, Yeager, Gerson, White & Lioce, P.A.  
1645 Palm Beach Lakes Boulevard  
Suite 1200  
West Palm Beach, Florida 33401

COPY

GENERAL WARRANTY DEED

THIS INDENTURE, made this 3rd day of August, 2005, between PSL VENTURES, LLC, a Florida limited liability company, whose address is 2442 Metrocentre Boulevard, West Palm Beach, Florida 33407, hereinafter referred to as "Grantor", and HE ST. LUCIE, LLC, whose address is 658 West Indiantown Road, Suite 204, Jupiter, Florida 33458, hereinafter referred to as "Grantee".

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100'S (\$10.00) DOLLARS and other good and valuable considerations, in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, those certain lands situate, lying and being in the County of St. Lucie, State of Florida, described as follows:

COPY

See Attached Exhibit "A".

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

TO HAVE AND TO HOLD the above granted, bargained and described premises, with the appurtenances thereto, unto said Grantee for Grantee's own proper use, benefit and behoof forever, SUBJECT TO:

1. Conditions, restrictions, limitations, easements, reservations, zoning ordinances and other matters of record, if any, none of which are hereby reimposed; and
  2. Real estate taxes for the year 2005 and subsequent years.
- COPY

AND Grantor does hereby fully warrant the title to said land, and will defend same against

the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has herunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR: PSL VENTURES, LLC, a Florida limited liability company

By: Asset Specialists, Inc., a Florida corporation, its Manager

Print Name: Sally F. Harris

Sally Harris  
Print Name: Sally Harris

By: Thomas R. Gibson  
Thomas R. Gibson, President  
(SEAL)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

SWORN TO AND SUBSCRIBED before me this 30<sup>th</sup> day of August, 2005, by Thomas R. Gibson, the President of Asset Specialists, Inc., the Manager of PSL Ventures, LLC, a Florida limited liability company, on behalf of the corporation and company, ( ) who is personally known to me OR who () produced DRIVER'S LICENSE as identification.

Sally F. Harris  
Notary Signature



Print Notary Name

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

HA744017651NDGeneralWarrantyDeedRC/rxc

EXHIBIT "A"

PARCEL 1:

A parcel of land being a portion of Lot 6 as shown on the PLAT OF ST. LUCIE WEST PLAT NO. 164 2ND REPLAT IN THE FOUNTAINS, recorded in Plat Book 43, Page 9, in the public records of St. Lucie County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Lot 2A (a parcel of land as shown on the plat of St. Lucie West Plat No. 132 1ST Replat In The Fountains, recorded in Plat Book 39, Page 9 and 9a, in the public records of St. Lucie County, Florida); thence North 90°00'00" East along the South line of said Lot 2A a distance of 305.65 feet to the Point of Beginning; thence North 00°00'00" West departing said South line, a distance of 234.00 feet; thence North 90°00'00" East, a distance of 130.72 feet; thence North 39°33'09" East, a distance of 622.10 feet to a point of intersection with the boundary of said Lot 2A; thence traversing the boundary of said Lot 2A by the following seven (7) courses:

1. North 90°00'00" East, a distance of 151.35 feet;
2. South 00°00'00" West, a distance of 195.58 feet;
3. South 26°03'58" West, a distance of 173.81 feet to a point of curvature with a curve concave to the Northwest and having a radius of 100.00 feet;
4. Southwesterly along the arc of said curve, thru a central angle of 10°26'40", an arc distance of 18.23 feet to a point of tangency with a line;
5. South 36°30'38" West along said line, a distance of 380.59 feet to a point of curvature with a curve concave to the Northwest and having a radius of 100.00 feet;
6. Southwesterly along the arc of said curve, thru a central angle of 53°29'22" an arc distance of 93.36 feet to a point of tangency with a line;
7. South 90°00'00" West along said line, a distance of 285.58 feet to the Point of Beginning.

COPY

COPY

PARCEL 2: (PHASE II)

A parcel of land being a portion of Lot 6 as shown on the PLAT OF ST. LUCIE WEST PLAT NO. 164 2ND REPLAT IN THE FOUNTAINS, recorded in Plat Book 43, Page 9, in the public records of St. Lucie County, Florida and being more particularly described as follows:

BEGIN at the Southwest corner of said Lot 6, said point lying on a curve concave to the West, having a radius of 55.00 feet and a radial bearing at this point of North 00°00'00" East; thence Northeasterly, Northerly and Northwesterly along the arc of said curve and the West line of said Lot 6, thru a central angle of 136°18'46", an arc distance of 130.85 feet to a point of reverse curvature with a curve concave to the Northeast and having a radius of 42.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 46°18'46", an arc distance of 33.95 feet to a point of tangency with a line; thence North 00°00'00" West along said line, a distance of 213.79 feet to a point of curvature with a curve concave to the Southeast having a radius of 156.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 39°33'09", an arc distance of 107.69 feet to a point of tangency with a line; thence North 39°33'09" East along said line, a distance of 356.54 feet; thence South 50°26'51" East, departing said West line, a distance of 439.00 feet; thence South 39°33'09" West, a distance of 258.91 feet; thence South 90°00'00" West, a distance of 130.72 feet; thence South 00°00'00" East, a distance of 234.00 feet to a point of intersection with the South line of said Lot 6; thence South 90°00'00" West, along said South line, a distance of 330.65 feet to the POINT OF BEGINNING.

The South line of said Lot 6 is assumed to bear South 90°00'00" West and all other bearings are relative thereto.

H:\7440\17651\DLegal\Description\Phases1 And2\fxc

COPY

RECEIVED NOV 15 2011

October 12, 2011

Roger G. Orr, City Attorney  
City of Port St. Lucie  
121 S.W. Port St. Lucie Blvd  
Port St. Lucie, FL 34984

RE: Fountainview Plaza PUD  
Owner Authorization and Designation of Agent

Mr. Orr,

I hereby give authorization to Cotleur & Hearing, Inc., the designated agent, to submit an application for Site Plan review to the City of Port St. Lucie for approval. I have full knowledge of the subject property which I have an ownership interest in, commonly known as Fountainview Plaza.

I hereby give authorization to Cotleur & Hearing, Inc. to agree to all terms and conditions which may arise as part of the approval of this application.

Furthermore, I acknowledge James Nuckel of CenterStar Property Group, as the applicant and contract purchaser of the subject property.

Thank you for your time and consideration,

Sincerely,



Cary Luskin.  
HL St. Lucie LLC

**Designation of Authorized Agent**

Before me, the undersigned authority, personally appeared CARY LUSKIN of HL St. Lucie LLC, who being by me first duly sworn, on oath deposes and states as follows:

- 1. That CARY LUSKIN of HL St. Lucie LLC is an applicant of the property described as:

St. Lucie West Plat #164 2<sup>nd</sup> Replat in the Fountains (PB 43-9), Lot 6

And said property located on SW Fountainview Blvd., Port St. Lucie, FL.

- 2. That HL St. Lucie LLC has appointed the firm of **Cotleur & Hearing, Inc.** to act as authorized agents on its behalf to represent lot 6 described above for the purpose of obtaining an amendment to the PUD documents.

Cary Lusk

HL St. Lucie LLC  
646 Hermitage Circle  
Palm Beach Gardens, FL 33410

**NOTARY ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF Palm Beach

I hereby certify that the foregoing instrument was acknowledged before me this 5<sup>th</sup> day of October, 2011, by Cary Alan Lusk

[ ] who is personally known to me or [  ] has produced Fl. drivers license as identification and who did take an oath. #L250-101-56-271-0

Brittany Lee  
Notary Public

Brittany Lee  
Printed name

Notary Public  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_



LOT 7

Parcel Id – 3335-600-0001-000-7 (Unit A) / 3335-600-0002-000-4 (Unit B)

**RM at St. Lucie West Development, Inc and ESA-Pompano, LLC**

3325 S. University Drive, Suite 210

Cooper City, FL 33328

Parcel Id – 3335-600-0003-000-1 (Unit C)

**Palmetto Hospitality of Port St. Lucie II, LLC**

340 East Main Street, Suite 300

Spartanburg, SC 29301

This Instrument prepared by:  
Barry E. Somerstein, Esq.  
Ruden, McClosky, Smith,  
Schuster & Russell, P.A.  
P.O. Box 1900  
Fort Lauderdale, FL 33302

**COPY**  
SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 21<sup>st</sup> day of October 2004, between ~~ST. LUCIE WEST DEVELOPMENT COMPANY, LLC~~, a Florida limited liability company, ~~successor by merger with ST. LUCIE WEST DEVELOPMENT CORP.~~, a Delaware corporation authorized to do business in the State of Florida, having an address at 1850 Fountainview Boulevard, Suite 201, Port St. Lucie, Florida 34986 (hereinafter called the "Grantor"), ~~RM AT ST. LUCIE WEST DEVELOPMENT LLC~~, a Florida limited liability company, as to an undivided 79.59% interest and ~~ESA-POMPANO, LLC~~, a Florida limited liability company, as to an undivided 20.41% interest, as tenants in common, having an address at 3325 South University Drive, Suite 210, Davie, Florida 33328 (hereinafter called the "Grantee").

WITNESSETH:

**COPY**  
That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property").

**COPY**  
SUBJECT TO:

- (a) Taxes and assessments for the year 2004 and subsequent years.
- (b) General utility and rights-of way easements serving the Property.
- (c) Zoning restrictions and prohibitions imposed by governmental and quasi-governmental authority.
- (d) Restrictions, agreements, covenants, conditions, reservations, dedications and easements of record, but this provision shall not operate to reimpose the same.

(e) Those matters described in Exhibit "B" attached hereto and made a part hereof.

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

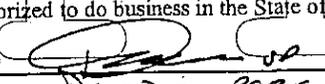
AND the Grantor hereby covenants with said Grantee that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through and under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of

ST. LUCIE WEST DEVELOPMENT COMPANY,  
LLC, a Florida limited liability company successor  
by merger with ST. LUCIE WEST  
DEVELOPMENT CORP., a Delaware corporation  
authorized to do business in the State of Florida

  
Signature  
SUSAN E. BERG  
Printed Name

  
By: \_\_\_\_\_  
Name: D. C. P. P. P.  
Title: v. p.

  
Signature  
Jean E. Sakowski  
Printed Name

COPY

COPY

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF ST. LUCIE )

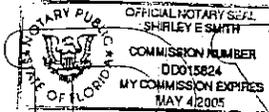
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by David C. Page, the Vice President of ST. LUCIE WEST DEVELOPMENT COMPANY, LLC, a Florida limited liability company successor by merger with ST. LUCIE WEST DEVELOPMENT CORP, a Delaware corporation authorized to do business in the State of Florida, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of December, 2004.

Shirley E. Smith  
Notary Public

Shirley E. Smith  
Typed, printed or stamped name of Notary Public

My Commission Expires:



COPY

COPY

EXHIBIT "A"

Lot 7, ST. LUCIE WEST, PLAT NO. 164, 2ND REPLAT IN THE FOUNTAINS, according to the Plat thereof, recorded in Plat Book 43, Pages 9 and 9A, of the Public Records of St. Lucie County, Florida.

COPY

COPY

FTL:1394795:3 4 COPY

EXHIBIT "B"

The following restrictions, covenants and provisions shall be deemed a part of the conveyance described in the Special Warranty Deed to which these Deed Restrictions are attached and shall be deemed covenants running with the land applicable to the property described in such Special Warranty Deed ("Property") and shall be binding upon the owner of the Property and its successors and assigns, to wit:

1. (a) In order to assure uniformity and compatibility of the development within the project, Grantee acknowledges and agrees that Grantee's use of the Property shall only be for general/commercial uses, whereby the aggregate improvements in one or more buildings to be constructed upon the Property will not exceed eighty-nine thousand four hundred (89,400) square feet in the aggregate ("Proposed Use") unless Grantee shall obtain Grantor's written approval of a different use and all plans and specifications for the development and construction of the Property, whether conceptual, preliminary, proposed or final and all modifications, alterations and additions thereto ("Plans") must be submitted to Grantor and shall be subject to Grantor's written approval (in its sole discretion). The approval of such Plans may be based on esthetic grounds in the sole and absolute sole discretion of Grantor. No construction or installation of any improvements, landscaping or development of the Property shall be undertaken, except in accordance with the complete and final Plans which have been approved in writing by Grantor in its sole discretion (which Plans, if approved by Grantor, referred to as the "Approved Plans"). Additionally, the Grantee acknowledges that all site plans and water, sewer, drainage, water retention and work with respect to conservation areas on any portion of the Property shall only be done after the plans with respect to such work have been approved by the CDD and other applicable governmental authorities, if applicable.

(b) Grantee shall submit to Grantor, and Grantor shall have the right to approve or disapprove (in Grantor's sole and absolute discretion), any and all modifications to the Plans (made either before or after Closing). Additionally, the Grantee acknowledges and agrees that all site plans and all landscaping, water, sewer, drainage, water retention and work with respect to the Property shall only be done after plans with respect to such work have been approved by the District (as hereinafter defined) and all other applicable governmental authorities. Grantor shall also have the right to review and approve in writing (in Grantor's sole and absolute discretion) any and all modifications to the Plans required by any governmental agency, including, without limitation, the County of St. Lucie, Florida and the City of Port St. Lucie, Florida. Grantor shall deliver notice to Grantee, Grantor's approval or disapproval as promptly as is reasonably possible, but not later than ten (10) days after receipt of notice of the modification. If Grantor fails to so notify Grantee, Grantor shall be deemed to have approved the modification. If disapproved, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

(c) Grantee shall perform all construction and development substantially in accordance with the Approved Plans.

2. For a period of twenty (20) years from the date hereof, the use of the Property shall be restricted to the Proposed Use, and the Property will not be (i) rezoned to a zoning

category other than that permitted for the Proposed Use without the prior written consent of Grantor, which consent may be arbitrarily withheld; and (ii) neither Grantee or its successors and assigns will seek to obtain a termination or change in the Development Order without the prior written consent of Grantor or its successors and assigns, which consent may be withheld by Grantor in its sole discretion.

3. Grantor reserves all rights with respect to the name "St. Lucie West," or any other such similar name or any other name that Grantor selects or uses for the portions of the Project or any association or club created in connection therewith, provided, however, that Grantee shall have the right to continue to use "at St. Lucie West," or "of St. Lucie West" as part of the name of the Grantee development. Except as set forth above, Grantee shall have no right whatsoever to use any of such names in connection with any of the Project or in any advertising or promotional materials or in any other manner without the prior written consent of Grantor.

4. Grantee covenants and agrees that with each building constructed on the Property, Grantee shall, at Grantee's expense, design and construct same to insure that said building(s) is fully prepared for being connected to the gas distribution system, at the outside edge of said building, in full compliance with those certain specifications as promulgated by Western Energy as amended from time to time, and all applicable local, state, or national codes or regulations as amended. A service availability fee of Two Hundred Dollars (\$200) per unit shall be payable to Grantor at the time a building permit is issued for any unit, parcel or building. An additional Fifty Dollar (\$50) connection fee shall be paid by each user at the time of connection to the system. The fees set forth in this Paragraph 4 and the obligation to comply with the provisions of this Paragraph 4 shall not be applicable to the extent that the applicable utility authority governing the gas distribution system releases Grantee in writing to the extent of any obligations set forth in this Paragraph.

5. The Property is a portion of the project known as "St. Lucie West" ("Project") which is subject to a Development of Regional Impact Order issued by the City of Port St. Lucie, as amended (the foregoing Development Order, as amended and as may be further amended from time to time is referred to as "Development Order"). The Grantee acknowledges receipt of a copy of the existing restated Development Order. Grantee agrees to comply with all obligations of the Development Order applicable to the Property.

6. Grantee acknowledges that there may be an existing franchise, established for the providing of cable television service to all or any part of the Project. Unless waived by the cable franchisee, Grantee agrees to comply with the terms of such franchise agreement (if any) of such cable franchisee and Grantee agrees to execute any documents and grant any easements in connection with such systems or services requested by Grantor or cable franchisee as may be reasonably necessary to install, construct or maintain any of the respective systems, so long as same do not materially increase the cost of development of the portion of the Property purchased by Grantee or materially and adversely affect the use of such portion of the Property in the manner as contemplated to be utilized. Additionally, Grantee shall fully cooperate with the provider of cable services with respect to the installation of any wiring, equipment or other apparatus or device required by said provider to be placed on the portion of the Property purchased by Grantee and the improvements thereon. The obligations to comply with the

provisions of this Paragraph shall not be applicable to the extent that the applicable cable company governing cable service within the Project releases the Grantee in writing to the extent of any obligations set forth in this Paragraph.

7. Grantor reserves the right of access and entry at any time upon and over the Property to enforce Grantor's rights and to inspect the Property and any improvements thereon; provided, however, that the utilization of this right shall not unreasonably interfere with the development or marketing of the Property, which reservation shall survive until the final certificate of occupancy is issued for the Proposed Use. In addition to Grantor's rights hereunder, Grantor and St. Lucie West Commercial Association shall have additional access rights pursuant to the Declaration of Covenants, Conditions and Restrictions for the St. Lucie West Commercial Association.

8. Grantee recognizes that Grantee shall construct all on-site improvements which may be required to be constructed in connection with the development of the Property, including, but not limited to, landscaping, paving, drainage, utilities, soil work, infrastructure improvements, and all other improvements in connection with the development of the Property. In connection therewith, Grantee agrees that in connection with its development of the Property, it shall construct appropriate dry retention drainage upon the Property as required by applicable governmental authority. Grantor does hereby reserve unto itself and to St. Lucie West Services District easements over the Property to provide drainage with respect to the balance of the Project and Grantee hereby agrees that it shall grant appropriate easements to such parties. Additionally, no portion of the Property may be drilled for wells for irrigation purposes.

9. St. Lucie West Services District. THE ST. LUCIE WEST SERVICES DISTRICT ("DISTRICT" OR "CDD") MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

FTL-1334795:3

COPY

## Designation of Authorized Agent

Before me, the undersigned authority, personally appeared Barry Ross, of RM at St. Lucie West Development, Inc. and ESA-Pompano, LLC, who being by me first duly sworn, on oath deposes and states as follows:

1. That RM at St. Lucie West Development, Inc. and ESA-Pompano, LLC is an applicant of the property described as:

Fountainview Commons at St. Lucie West Land Condominium (OR 2903-2324) Unit A and B (OR.2129-889; 2530-888)

And said property located on SW Fountainview Blvd., Port St. Lucie, FL.

2. That RM at St. Lucie West Development, Inc. and ESA-Pompano, LLC has appointed the firm of **Cotleur & Hearing, Inc.** to act as authorized agents on its behalf to represent lot 7, Units A and B described above for the purpose of obtaining an amendment to the PUD documents.
3. This authorization shall be for the sole purpose of amending the PUD documents to facilitate the development of Lot 6, to provide for shared parking on lot 6 and to provide for multi-family residential use. As a companion to this PUD amendment a NOPC to the DRI is proposed to provide for an exchange between Hotel and Residential land use.
4. This authorization shall be limited to the above and shall not permit changes or limitations to the development entitlements or site plan approvals for: (i) Lot 7, Units A and B, or (ii) any land or improvements referenced or dedicated to or under that certain Declaration of Condominium of The Fountainview Commons at St. Lucie West Land Condominium recorded 11/13/07 in OR 2903/2324 Official Records of Saint Lucie County, Florida.
5. All correspondence related to obtaining an amendment to the PUD documents shall be noticed to Adam J Reiss Esq at the below referenced address.



RM at St. Lucie West Development, Inc. and ESA-Pompano, LLC  
3325 S. University Drive, Suite 210  
Cooper City, FL 33328

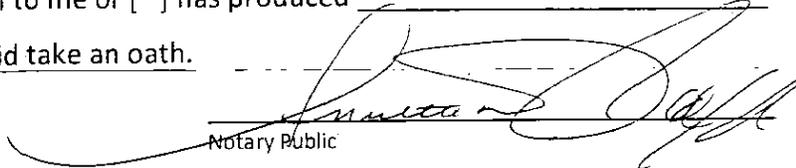
NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF Broward

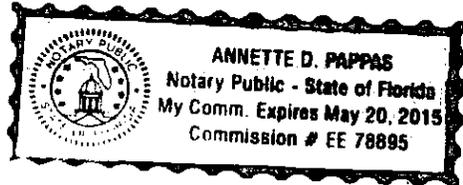
I hereby certify that the foregoing instrument was acknowledged before me this  
18 day of Oct, 2011, by Barry Ross

who is personally known to me or  has produced \_\_\_\_\_  
as identification and who did take an oath.

  
\_\_\_\_\_  
Notary Public

Printed name

Notary Public  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_



①

206864  
RETURN TO:  
First American Title Ins. Co.  
25400 US 19 N, Suite 135  
Clearwater, FL 33763  
BERB

Prepared by and return to:  
Kenneth P. Wurttenberger  
Attorney at Law  
Adorno & Voss, LLP  
350 East Las Olas Boulevard Suite 1700  
Fort Lauderdale, FL 33301  
954-763-1200  
File Number: 204461-0065  
Will Call No.:

COPY

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 16th day of November, 2007 between RM AT ST. LUCIE WEST DEVELOPMENT, LLC, a Florida limited liability company, as to an undivided 79.59% interest, and ESA-POMPANO, LLC, a Florida limited liability company, as to an undivided 20.41% interest whose post office address is 3325 S. University Drive, Suite 210, Cooper City, FL 33328, grantor, and PALMETTO HOSPITALITY OF PORT ST. LUCIE II, LLC, a Florida limited liability company whose post office address is 340 East Main Street, Suite 300, Spartanburg, SC 29301, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Saint Lucie County, Florida to-wit:

PARCEL I:

UNIT C OF THE FOUNTAINVIEW COMMONS AT ST. LUCIE WEST LAND CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM, DATED NOVEMBER 9, 2007, AND RECORDED NOVEMBER 13, 2007 IN O.R. BOOK 2903, PAGE 2324, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO AND MADE A PART THEREOF.

[SAID DECLARATION IS INCLUDED WITHIN THE FOLLOWING DESCRIBED LAND:]

LOT 7, ST. LUCIE WEST, PLAT NO. 164, 2ND REPLAT IN THE FOUNTAINS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 43, PAGES 9 AND 9A, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.]

PARCEL II

NON-EXCLUSIVE RIGHT OF ACCESS FOR THE BENEFIT OF PARCEL I OVER AND ACROSS (1) S.W. PEACOCK BOULEVARD LYING NORTH OF THE SOUTH RIGHT-OF-WAY LINE OF S.W. SPORTS VILLAGE WAY ACCORDING TO THE PLAT OF ST. LUCIE WEST PLAT NO. 10 - SPORTS VILLAGE, RECORDED IN PLAT BOOK 28, PAGE 12, AND (2) S.W. SPORTS VILLAGE WAY ACCORDING TO ST. LUCIE WEST PLAT NO. 109 - THE FOUNTAINS AT PORT LUCIE WEST, RECORDED IN PLAT BOOK 37, PAGES 20 AND (3) S.W. FOUNTAIN BOULEVARD ACCORDING TO ST. LUCIE PLAT NO. 164 - 2ND REPLAT IN THE FOUNTAINS RECORDED IN PLAT BOOK 43, PAGE 9, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

DOCS: \$17,500.00  
3/27.00

COPY

DoubleTime

Parcel Identification Number:

Subject to taxes for 2008 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

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

And the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land; and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2007.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

RM AT ST. LUCIE WEST DEVELOPMENT, LLC, a Florida limited liability company

By: RM AT ST. LUCIE WEST DEVELOPMENT, LLLP, a Florida limited liability limited partnership, its Manager

By: RM AT ST. LUCIE WEST DEVELOPMENT GP, LLC, a Florida limited liability company, General Partner of the Manager

By: Barry G. Ross, Manager

Witness Name: [Signature]

Witness Name: A.D. Papale

ESA-POMPANO, LLC, a Florida limited liability company

By: ESA-PARK, INC., an Ohio corporation, its Managing Member

By: Alan H. Gross, President

Witness Name: [Signature]

Witness Name: A.D. Papale

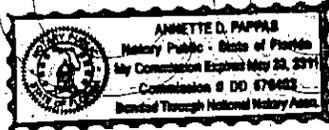
(Corporate Seal)

COPY

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 16th day of November, 2007 by Barry G. Ross, Manager of RM AT ST. LUCIE WEST DEVELOPMENT GP, LLC, a Florida limited liability company, General Partner of the Manager of RM AT ST. LUCIE WEST DEVELOPMENT, LLLP, a Florida limited liability limited partnership, as Manager of RM AT ST. LUCIE WEST DEVELOPMENT, LLC, a Florida limited liability company. He  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name:

My Commission Expires:

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 16th day of November, 2007 by Alan Gross, President of ESA-PARK, INC., an Ohio corporation, as Manager of ESA-POMPANO, LLC, a Florida limited liability company. He  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name:

My Commission Expires:

COPY

**Designation of Authorized Agent**

Before me, the undersigned authority, personally appeared A. Foster Chapman of Palmetto Hospitality of Port St. Lucie II, LLC, who being by me first duly sworn, on oath deposes and states as follows:

1. That A. Foster Chapman of Palmetto Hospitality of Port St. Lucie II, LLC is an applicant of the property described as:

Fountainview Commons at St. Lucie West Land Condominium (OR 2903-2324) Unit C (OR 2907-2027)

And said property located on SW Fountainview Blvd., Port St. Lucie, FL.

2. That Palmetto Hospitality of Port St. Lucie II, LLC has appointed the firm of **Cotleur & Hearing, Inc.** to act as authorized agents on its behalf to represent lot 7, Unit C described above for the purpose of obtaining an amendment to the PUD documents.
3. This authorization shall be for the sole purpose of amending the PUD documents to facilitate the development of Lot 6, to provide for shared parking on lot 6 and to provide for multi-family residential use. As a companion to this PUD amendment a NOPC to the DRI is proposed to provide for an exchange between Hotel and Residential land use.
4. This authorization shall be limited to the above and shall not permit changes to the development entitlements or site plan approvals for Lot 7.

*A. Foster Chapman*

Palmetto Hospitality of Port St. Lucie II, LLC  
340 East Main Street, Suite 300  
Spartanburg, SC 29301

**NOTARY ACKNOWLEDGMENT**

STATE OF ~~FLORIDA~~ South Carolina  
COUNTY OF Spartanburg

I hereby certify that the foregoing instrument was acknowledged before me this

10 day of November, 2011, by A. Foster Chapman

who is personally known to me or [  ] has produced \_\_\_\_\_

as identification and who did take an oath.

Lisa H. Holland  
Notary Public

Lisa H. Holland  
Printed name

Notary Public  
~~State of Florida at Large~~  
My Commission Expires: 4-4-16

LOTS 8 AND 9

Parcel Id - 3326-706-0001-000-4 / 3326-706-0002-000-1

**Lineberry Properties, Inc.**

116 Lineberry Blvd., Suite 301

Mt. Juliet, TN 37122

---

Parcel Id - 3326-706-0003-000-8

**Charter Realty & Investment Company, LLC**

c/o Posess, Kolbert & Strauss, PLLC

6100 Glades Road, Suite 204

Boca Raton, FL 33434

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

Robert S. Schumaker, Esquire  
Ruden, McClosky, Smith, Schuster  
& Russell, P.A.  
150 Second Avenue North, 17<sup>th</sup> Floor  
St. Petersburg, FL 33701

**COPY**

SPECIAL WARRANTY DEED

THIS INDENTURE made this 28<sup>th</sup> day of June 2005, by and between CLARK D. EAST, AS TRUSTEE UNDER THE PORT ST. LUCIE TRUST AGREEMENT DATED SEPTEMBER 27, 2004, whose address is 3632 West Cypress Street, Tampa, FL 33607-4916 (the "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases and conveys unto LINEBERRY PROPERTIES, INC., a Tennessee corporation, whose address is 116 Lineberry Blvd., Ste. 301, Mt. Juliet, TN 37122 (the "Grantee"), the following described real property in the County of Saint Lucie, State of Florida, to-wit:

See EXHIBIT "A" attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining.

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

And the Grantor does hereby covenant that, except for the title exceptions set forth on EXHIBIT "B" attached hereto and made a part hereof, Grantor does fully warrant the title to the above described real estate so hereby conveyed and will defend the same against the lawful claims, arising out of events occurring prior to the recording of this Deed, of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor aforesaid has set its hand and seal as of the 28<sup>th</sup> day of June, 2005.

WITNESSES:

  
Print Name: Susan Oliver

  
Print Name: Logan E. Oliver

GRANTOR:

  
By: Clark D. East  
Clark D. East, as Trustee under the Port St. Lucie Trust Agreement dated September 27, 2004

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by Clark D. East as Trustee under the Port St. Lucie Trust Agreement dated September 27, 2004, on behalf of the Trust. He is personally known to me and did not take an oath, this 27 day of June, 2005.

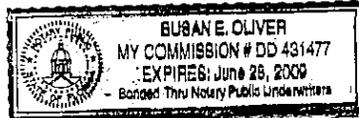
My Commission Expires:

*Busan E. Oliver*

Notary Public

Print Name: \_\_\_\_\_

Commission No. \_\_\_\_\_



COPY

COPY

EXHIBIT "A"

Legal Description

PARCEL I

A parcel of land lying within Lots 8 & 9 of St. Lucie West Plat No. 164, 2nd Replat in the Fountains, as recorded in Plat Book 43, Page 9 and 9A of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

As a POINT OF BEGINNING commence at the Southwest corner of said Lot 8 and proceed N. 01° 49' 12" E. (N. 01° 49' 30" E., Record), along the Westerly boundary of said Lot 8, a distance of 249.98 feet (250.00 feet, Record); thence N. 29° 28' 45" E. (N. 29° 28' 06" E., Record), along the Westerly boundary of said Lots 8 & 9, a distance of 297.34 feet (297.40 feet, Record); thence N. 39° 31' 29" E., (N. 39° 33' 09" E., Record), along the Westerly boundary of said Lot 9, a distance of 186.48 feet (186.43 feet, Record); thence S. 50° 26' 51" E. (S. 50° 26' 51" E., Record), along the Northerly boundary of said Lot 9, a distance of 258.22 feet, thence S. 39° 33' 09" W., a distance of 42.97 feet; thence S. 82° 19' 12" W., a distance of 56.82 feet; thence S. 39° 32' 25" W., a distance of 116.14 feet; thence S. 00° 08' 00" E., a distance of 273.47 feet; thence S. 47° 53' 47" E., a distance of 62.64 feet; thence S. 0° 00' 00" E., a distance of 45.30 feet to a point on the Southerly boundary of said Lot 8; thence N. 89° 59' 59" W., (N. 90° 00' 00" W., Record), a distance of 190.92 feet; thence N. 89° 00' 17" W., (N. 89° 00' 00" W., Record), along the Southerly boundary of said Lot 8, a distance of 170.01 feet (170.02 feet, Record) to the POINT OF BEGINNING

PARCEL II

Non-exclusive easement for the benefit of Parcel I as set forth in Declaration of Easements, Covenants and Restrictions dated 6-28-05, recorded 7-20-05 in O.R. Book 2308, Page 119, of the Public Records of St. Lucie County, Florida.

## EXHIBIT "B"

## PERMITTED EXCEPTIONS

1. Taxes for the year 2005 and all subsequent years, which are not yet due and payable.
2. All those restrictions set forth in Paragraphs (b) and (c) and Exhibit B to that certain Special Warranty Deed recorded in O.R. Book 2071, page 1064, of the public records of St. Lucie County, Florida, by which the property was conveyed to Grantor.
3. Notice of Adoption of Development Order, recorded in O.R. Book 571, Page 833; as affected by Notice of Adoption of Modification of an Adopted Development Order, recorded in O.R. Book 616, Page 2718; and Notice of Adoption of Modification of an Adopted Development Order, recorded in O.R. Book 627, Page 554; and Notice of Adoption of Modification of an Adopted Development Order, recorded in O.R. Book 640, Page 176; and Notice of Subsequent Modification of an Adopted Development Order, recorded in O.R. Book 703, Page 1189; and Notice of Subsequent Modification of an Adopted Development Order, recorded in O.R. Book 840, Page 2326; and Notice of Subsequent Modification of an Adopted Development Order, recorded in O.R. Book 1112, Page 1302; and Development of Regional Impact Agreement, recorded in O.R. Book 483, Page 885; and Modification of Development of Regional Impact Agreement, recorded in O.R. Book 503, Page 676.
4. Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 636, Page 1687, as affected by First Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 649, Page 1363; and Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 678, Page 1375; and re-recorded in O.R. Book 680, Page 1046; and Third Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 691, Page 1619; and re-recorded in O.R. Book 693, Page 702; and Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 715, Page 354; and Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 719, Page 263; and Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 722, Page 525; and Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 749, Page 2355; and Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 808, Page 2078; and Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 937, Page 1073; and Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 937, Page 1077; and Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 962, Page 1630; and Eleventh Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 978, Page 1611; and Thirteenth Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 1082, Page 190; and Fourteenth Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 1082, Page 193; and Amendment to

Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 1164, Page 1562; and Fifteenth Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 1192, Page 1787; and Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 1198, Page 2457; and Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 1215, Page 787; and Sixteenth Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 1343, Page 2497; and Eighteenth Amendment to Declaration of Covenants, Conditions and Restrictions for St. Lucie West Prima Vista Association, recorded in O.R. Book 1520, Page 1086; and Assignment of Declarant's Rights, recorded in O.R. Book 898, Page 1761; and Assignment of Declarant's Rights, recorded in O.R. Book 1016, Page 2257.

5. Restrictive Covenant, recorded in O.R. Book 819, Page 2477 ; as affected by Restrictive Covenant, recorded in O.R. Book 884, Page 2225; and Assignment of Declarant's Rights, recorded in O.R. Book 1016, Page 2263; and Consent, recorded in O.R. Book 926, Page 549; and Consent to Use, recorded in O.R. Book 1024, Page 345; and Amendment to Consent to Use, recorded in O.R. Book 1240, Page 1452.
6. Terms and conditions of the License Agreement between Thos. J. White Development Corporation, a Florida corporation, et al and St. Lucie West Cablevision Company, a joint Venture of St. Lucie West Cablevision, Inc., a Florida corporation, et al recorded in O.R. Book 757, Page 2220.
7. Terms and conditions of the Non-Exclusive Irrevocable License Agreement between Thos. J. White Development Corporation, a Florida corporation, et al and Western Energy Services, Inc., a Florida corporation recorded in O.R. Book 768, Page 650.
8. Non-Exclusive Assignment of Easements recorded in Book 768, Page 657.
9. Terms and conditions of the Agreement between St. Lucie County, Florida, a political subdivision of the State of Florida and Thos. J. White Development Corporation, a Florida corporation recorded in O.R. Book 573, Page 303 ; as affected by Instrument, recorded in O.R. Book 579, Page 2706; and Third Agreement, recorded in O.R. Book 663, Page 2607; and Fourth Amendment, recorded in O.R. Book 718, Page 1876; and Interim Road Impact Fee Credit Agreement Number Five, recorded in O.R. Book 872, Page 555; and Interim Road Impact Fee Credit Agreement Number Six, recorded in O.R. Book 898, Page 2684; and Interim Road Impact Fee Credit Agreement Number Six, recorded in O.R. Book 899, Page 1945; and Road Impact Fee Credit Agreement Number Eight, recorded in O.R. Book 1259, Page 2766; and Assignment and Assumption of Rights and Obligations under Road Impact Fee Credit Agreements, recorded in O.R. Book 898, Page 1796; and Assignment and Assumption of Rights and Obligations under Road Impact Fee Credit Agreements, recorded in O.R. Book 1016, Page 2297; and Interim Road Impact Fee Credit Agreement Number Seven, recorded in O.R. Book 1211, Page 504.
10. Terms and conditions of the Interlocal Agreement between City of Port St. Lucie, a Florida municipal corporation and St. Lucie West Services District, a Florida community recorded in O.R. Book 1239, Page 2059.

11. Terms and conditions of the Interlocal Agreement to Provide Maintenance of Stormwater Management System for St. Lucie West Services District between St. Lucie Water Services District and City of Port St. Lucie, a municipal corporation recorded in O.R. Book 1016, Page 2030.
12. St. Lucie West Services District, Commissioner's Report, recorded in O.R. Book 683, Page 2008; as affected by Connection Fee Guarantee Agreement, recorded in O.R. Book 929, Page 662; and Final Judgment, recorded in O.R. Book 964, Page 1010; and Final Judgment, recorded in O.R. Book 1212, Page 786; and Certificate of No Appeal, recorded in O.R. Book 1219, Page 1005; and Collection Agreement, recorded in O.R. Book 1349, Page 2242.
13. Terms and conditions of the Fire/EMS Impact Fee Credit Agreement between St. Lucie County, Florida and The St. Lucie West Development Corporation recorded in O.R. Book 1470, Page 880 ; as affected by: A School Impact Fee Credit Agreement, recorded in O.R. Book 1033, Page 2199; and Ordinance, recorded in O.R. Book 1301, Page 2302.
14. Assignment of Dedications, recorded in O.R. Book 688, Page 1394; as affected by Assignment of Reservations, recorded in O.R. Book 688, Page 1406; and Notice of Water and Sewer Utility Operating Policy, recorded in O.R. Book 1285, Page 2156.
15. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments, recorded in O.R. Book 1225, Page 2136.
16. Notice, recorded in O.R. Book 1250, Page 1737.
17. Terms and conditions of the Agreement to Dedicate or Grant Easements and Related Surface Water Management Rights between St. Lucie West Development Corp., a Delaware corporation and St. Lucie West Services District recorded in O.R. Book 1190, Page 2670.
18. Provisions of the Plat of St. Lucie West Plat No. 164, 2nd Replat in the Fountains, recorded in Plat Book 43, Page 9 and 9A of the Public Records of St. Lucie County, Florida.
19. Covenants, Conditions and Restrictions as set forth in Warranty Deed recorded in O.R. Book 715, Page 362; as affected by Release of Restriction and Right to Reconveyance, recorded in O.R. Book 953, Page 583; and Termination of Landscaping Easement, recorded in O.R. Book 1195, Page 2086.
20. Declaration of Restrictive Covenant recorded in O.R. Book 1380, Page 2016.
21. Easement according to instrument recorded in Book 1633, Page 2258.
22. Easement granted to Florida Power & Light Company by instrument recorded in O.R. Book 955, Page 2349.
23. Covenants, Conditions and Restrictions as set forth in Special Warranty Deed recorded in O.R. Book 2071, Page 1064.

- 
24. All of the terms and provisions set forth and contained in that certain Lease between Central Development Enterprises, LLC, a Florida limited liability company, Lessor, and Carrabba's/Tropical Coast, Limited Partnership, a Florida limited partnership, Lessee, a memorandum of which is recorded in O.R. Book 2191, Page 2379.
25. All of the terms and provisions set forth and contained in that certain Lease between Central Development Enterprises, LLC, a Florida limited liability company, Lessor, and PLCK/West Florida-I, Limited Partnership, a Florida limited partnership, Lessee, a memorandum of which is recorded in O.R. Book 2191, Page 2387.
26. Terms and conditions of Declaration of Easements, Covenants and Restrictions dated \_\_\_\_\_, recorded \_\_\_\_\_ in O.R. Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of St. Lucie County, Florida.

COPY

COPY

**Designation of Authorized Agent**

Before me, the undersigned authority, personally appeared Dwight Lineberry of Lineberry Properties, Inc., who being by me first duly sworn, on oath deposes and states as follows:

- 1. That Dwight Lineberry of Lineberry Properties, Inc. is an applicant of the property described as:

Promenade of St. Lucie West (OR 3025-2858) Lot 1 and 2 (OR 2308-145)

And said property located on SW Fountainview Blvd., Port St. Lucie, FL.

- 2. That Lineberry Properties, Inc. has appointed the firm of **Cotleur & Hearing, Inc.** to act as authorized agents on its behalf to represent lots 8 and 9 described above for the purpose of obtaining an amendment to the PUD documents.

[Signature]  
Lineberry Properties, Inc.  
116 Lineberry Blvd., Suite 301  
Mt. Juliet, TN 37122

**NOTARY ACKNOWLEDGMENT**

STATE OF ~~FLORIDA~~ TN

COUNTY OF WILSON

I hereby certify that the foregoing instrument was acknowledged before me this 11 day of Nov, 20 11, by S. J. Ferrer [ ] who is personally known to me or [ ] has produced License as identification and who did take an oath.

[Signature]  
Notary Public

S. J. Ferrer  
Printed name

Notary Public TN  
State of ~~Florida~~ at Large  
My Commission Expires: June 24, 2012 **COMMISSION EXPIRES:**



Prepared by and Return to:  
N. Dwayne Gray, Jr., Esquire  
Zimmerman, Kiser & Sutcliffe, P.A.  
315 East Robinson Street, Suite 600  
Orlando, Florida 32801  
Our File Number: 10048-270

Parcel ID: 3326-706-0003-0008

SPECIAL WARRANTY DEED

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

THIS SPECIAL WARRANTY DEED, made this September 16, 2011, between FIFTH THIRD BANK, an Ohio banking corporation, successor by merger with FIFTH THIRD BANK, a Michigan banking corporation, whose mailing address is: 201 E. Kennedy Blvd, Tampa, Florida 33602, hereinafter called the "Grantor", to Charter Realty & Investment Company, LLC, a Florida limited liability company, whose mailing address is: c/o Possess, Kolbert & Strauss, PLLC, 6100 Glades Road, Suite 204, Boca Raton, FL 33434, hereinafter called the "Grantee":

to  
Charter

Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, as the successors and assigns of corporations.

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain real property located in St. Lucie County Florida, thereto, as described as follows (hereinafter collectively the "Property"):

Lot 3, THE PROMENADE OF ST. LUCIE WEST, A COMMERCIAL CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof, recorded in Official Records Book 3025, Page 2858, and any subsequent amendments thereto, Public Records of St. Lucie County, Florida.

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

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

AND, the Grantor hereby covenants with said Grantee, that the Grantor is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Property; that the Grantor hereby warrants the title to said Property only against the lawful claims of persons claiming by, through or under Grantor, but not otherwise; subject to taxes accruing subsequent to DECEMBER 31, 2010; covenants, conditions and restrictions of record; zoning and use restrictions in effect or which may hereafter come into existence due to government action; and matters shown on the plat, however said reference shall not serve to re-impose same on the Property.

DEED - Special Warranty Deed - Corporate

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

Signed, sealed and delivered  
in the presence of:

FIFTH THIRD BANK, an Ohio banking corporation,  
successor by merger with Fifth Third Bank, a Michigan  
banking corporation

Koo  
Witness signature  
Kristen Hendricks

By: Clyde Measey  
Print Name: Clyde Measey  
Title: Vice President

Print witness name  
Linda M Phillips  
Witness signature  
Linda M Phillips  
Print witness name

State of Florida  
County of Collier

THE FOREGOING INSTRUMENT was acknowledged before me this 16<sup>th</sup> day of September, 2011 by Clyde Measey, as Vice President of Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, on behalf of such banking corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Linda M Phillips  
Notary Public

Print Notary Name NOTARY PUBLIC STATE OF FLORIDA  
Linda M. Phillips  
My Commission Expires NOV 25 2014 Commission # EE039252  
BONDED THIRD ATLANTIC BONDING CO., INC.

Notary Seal

--	--	--	--

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

Signed, sealed and delivered in the presence of:

FIFTH THIRD BANK, an Ohio banking corporation successor by merger with Fifth Third Bank, a Michigan banking corporation

[Signature]  
Witness signature

By: [Signature]  
Print Name: Lisa Wilcoxson  
Title: Assistant Vice President

NANCY G. WOLFE  
Print witness name

[Signature]  
Witness signature

ROBIN BELANGER  
Print witness name

State of Florida  
County of Collier

THE FOREGOING INSTRUMENT was acknowledged before me this 16th day of September, 2011 by Lisa Wilcoxson, as Assistant Vice President of Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, on behalf of such banking corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
Print Notary Name: NANCY G. WOLFE

My Commission Expires: 7/25/2014

Notary Seal



NANCY E. WOLFE  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# DD998004  
Expires 7/25/2014

**Designation of Authorized Agent**

Before me, the undersigned authority, personally appeared CHARLES F. POSESS,  
of Charter Realty & Investment Company, LLC, who being by me first duly sworn, on  
oath deposes and states as follows:

That CHARLES F. POSESS of Charter Realty & Investment Company, LLC is an  
applicant of the property described as:

The Promenade of St. Lucie West, A Commercial Condominium (OR 3025-2858), Lot 3,  
Parcel ID: 3326-706-0003-0008

And said property located on SW Fountainview Blvd., Port St. Lucie, FL.

- 1. That Charter Realty & Investment Company, LLC has appointed the firm of  
**Cotleur & Hearing, Inc.** to act as authorized agents on its behalf to represent lots  
8 and 9 described above for the purpose of obtaining an amendment to the PUD  
documents

Charles Possess

Charter Realty & Investment Company, LLC  
c/o Possess, Kolbert and Strauss, PLLC  
4455 Military Trail; Ste. 102  
Jupiter, FL 33458

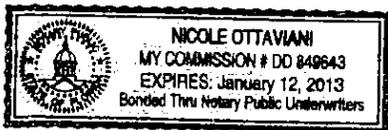
**NOTARY ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF PALM BEACH

I hereby certify that the foregoing instrument was acknowledged before me this  
30th day of November, 20 11, by CHARLES F. POSESS  
 who is personally known to me or [ ] has produced \_\_\_\_\_  
as identification and who did take an oath.

Nicole Ottaviani  
Notary Public



Printed name

Notary Public  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

LOT 10

Parcel Id – 3326-702-0007-000-4

**PSL Office 2 LLC**

3710 Buckeye Street, Suite 100

Palm Beach Gardens, FL 33410

This Instrument prepared by:  
Barry E. Somerstein, Esq.  
Ruden, McClosky, Smith,  
Schuster & Russell, P.A.  
P.O. Box 1900  
Fort Lauderdale, FL 33302

\* Doc Assump: \$ 0.00  
\* Doc Tax : \$ 4,802.70  
\* Int Tax : \$ 0.00

**COPY**

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made this 21<sup>st</sup> day of June, 2004, between ST. LUCIE WEST DEVELOPMENT COMPANY, LLC, a Florida limited liability company, successor by merger with ST. LUCIE WEST DEVELOPMENT CORP., a Delaware corporation authorized to do business in the State of Florida, having an address at 1850 Fountainview Boulevard, Suite 201, Port St. Lucie, Florida 34986 (hereinafter called the "Grantor"), PSL OFFICE 2, LLC, a Florida limited liability company, having an address at 2442 Metrocentre Boulevard, West Palm Beach, Florida 33407 (hereinafter called the "Grantee").

**COPY**

**WITNESSETH:**

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property").

**SUBJECT TO:**

- (a) Taxes and assessments for the year 2004 and subsequent years.
- (b) General utility and rights-of-way easements serving the Property.
- (c) Zoning restrictions and prohibitions imposed by governmental and quasi-governmental authority.
- (d) Restrictions, agreements, covenants, conditions, reservations, dedications and easements of record, but this provision shall not operate to reimpose the same.
- (e) Those matters described in Exhibit "B" attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.

E- Nason Yeager

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

AND the Grantor hereby covenants with said Grantee that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through and under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

ST. LUCIE WEST DEVELOPMENT COMPANY, LLC, a Florida limited liability company successor by merger with ST. LUCIE WEST DEVELOPMENT CORP., a Delaware corporation authorized to do business in the State of Florida

Shirley E. Smith  
Signature  
Shirley E. Smith  
Printed Name

By: [Signature]  
Name: DAVID C. PAGE  
Title: V.P.

Sean E. Sakowski  
Signature  
Sean E. Sakowski  
Printed Name

COPY

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF ST. LUCIE )

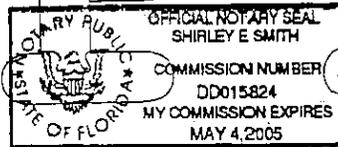
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by David C. Page the Vice President of ST. LUCIE WEST DEVELOPMENT COMPANY, LLC, a Florida limited liability company successor by merger with ST. LUCIE WEST DEVELOPMENT CORP., a Delaware corporation authorized to do business in the State of Florida, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of June, 2004.

Shirley E. Smith  
Notary Public

Shirley E. Smith  
Typed, printed or stamped name of Notary Public

My Commission Expires:



COPY

EXHIBIT "A"

Lot 10, of ST. LUCIE WEST PLAT NO. 164, 2nd Replat in the Fountains according to the Plat thereof, recorded in Plat Book 43, Pages 9 and 9A, of the Public Records of St. Lucie County, Florida, being more particularly described as follow:

A parcel of land being a portion of Lot 2 as shown on the Plat of St. Lucie West Plat No. 109, The Fountains at St. Lucie West, recorded in Plat Book 37, Pages 20 and 20A, Public Records of St. Lucie County, Florida and being more particularly described as follows:

Begin at the Southwest corner of Water Management Tract No. 41 A as shown on said St. Lucie West Plat No. 109; thence South 50 deg 26' 51" East as a basis of bearings along the Southwesterly line of said Water Management Tract 41A and the Southeasterly prolongation of said Southwesterly line, a distance of 390.00 feet; thence South 39 deg 33' 09" West departing said Southeasterly prolongation, a distance of 286.54 feet to a point of curvature with a curve concave to the Southeast and having a radius of 236.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 11 deg 49' 00" an arc distance of 48.67 feet to a point of non radial intersection with a line (the radius point of said curve bears South 62 deg 15' 51" East from this point); thence North 50 deg 26' 51" West along said line, a distance of 395.00 feet to a point of intersection with the Northwesterly line of said Lot 2; thence North 39 deg 33' 09" East along said Northwesterly line, a distance of 334.87 feet to the point of beginning.

COPY

COPY

**EXHIBIT "B"**

The following restrictions, covenants and provisions shall be deemed a part of the conveyance described in the Special Warranty Deed to which these Deed Restrictions are attached and shall be deemed covenants running with the land applicable to the property described in such Special Warranty Deed ("Property") and shall be binding upon the owner of the Property and its successors and assigns, to wit:

1. (a) In order to assure uniformity and compatibility of the development within the project, Grantee acknowledges and agrees that Grantee's use of the Property shall only be for office use, whereby the aggregate improvements in one or more buildings to be constructed upon the Property will not exceed fifty-two thousand (52,000) square feet in the aggregate ("Proposed Use") unless Grantee shall obtain Grantor's written approval of a different use and all plans and specifications for the development and construction of the Property, whether conceptual, preliminary, proposed or final and all modifications, alterations and additions thereto ("Plans") must be submitted to Grantor and shall be subject to Grantor's written approval (in its sole discretion) within ten (10) days following Grantee's written notice to Grantor requesting Grantor's approval or disapproval of the Plans, Grantor shall deliver written notice to Grantee of same and Grantor's failure to do so within the aforesaid time period shall be deemed Grantor's acceptance of Grantee's Plans. The approval of such Plans may be based on esthetic grounds in the sole and absolute sole discretion of Grantor. No construction or installation of any improvements, landscaping or development of the Property shall be undertaken, except in accordance with the complete and final Plans which have been approved in writing by Grantor in its sole discretion (which Plans, if approved by Grantor, referred to as the "Approved Plans"). Additionally, the Grantee acknowledges that all site plans and water, sewer, drainage, water retention and work with respect to conservation areas on any portion of the Property shall only be done after the plans with respect to such work have been approved by the CDD and other applicable governmental authorities, if applicable.

(b) Grantee shall submit to Grantor, and Grantor shall have the right to approve or disapprove (in Grantor's sole and absolute discretion), any and all modifications to the Plans (made either before or after Closing). Additionally, the Grantee acknowledges and agrees that all site plans and all landscaping, water, sewer, drainage, water retention and work with respect to the Property shall only be done after plans with respect to such work have been approved by the District (as hereinafter defined) and all other applicable governmental authorities. Grantor shall also have the right to review and approve in writing (in Grantor's sole and absolute discretion) any and all modifications to the Plans required by any governmental agency, including, without limitation, the County of St. Lucie, Florida and the City of Port St. Lucie, Florida. Grantor shall deliver notice to Grantee, Grantor's approval or disapproval as promptly as is reasonably possible, but not later than ten (10) days after receipt of notice of the modification. If Grantor fails to so notify Grantee within such ten (10) day period, Grantor shall be deemed to have approved the modification. If disapproved, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

(c) Grantee shall perform all construction and development substantially in accordance with the Approved Plans.

2. For a period of twenty (20) years from the date hereof, the use of the Property shall be restricted to the Proposed Use and the Property will not be (i) rezoned to a zoning category other than that permitted for the Proposed Use without the prior written consent of Grantor, which consent may be arbitrarily withheld; and (ii) neither Grantee or its successors and assigns will seek to obtain a termination or change in the Development Order without the prior written consent of Grantor or its successors and assigns, which consent may be withheld by Grantor in its sole discretion.

3. Grantor reserves all rights with respect to the name "St. Lucie West," or any other such similar name or any other name that Grantor selects or uses for the portions of the Project or any association or club created in connection therewith; provided, however, that Grantee shall have the right to continue to use "at St. Lucie West," or "of St. Lucie West" as part of the name of the Grantee development. Except as set forth above, Grantee shall have no right whatsoever to use any of such names in connection with any of the Project or in any advertising or promotional materials or in any other manner without the prior written consent of Grantor.

4. Grantee covenants and agrees that with each building constructed on the Property, Grantee shall, at Grantee's expense, design and construct same to insure that said building(s) is fully prepared for being connected to the gas distribution system, at the outside edge of said building, in full compliance with those certain specifications as promulgated by Western Energy as amended from time to time, and all applicable local, state, or national codes or regulations as amended. A service availability fee of Two Hundred Dollars (\$200) per unit shall be payable to Grantor at the time a building permit is issued for any unit, parcel or building. An additional Fifty Dollar (\$50) connection fee shall be paid by each user at the time of connection to the system. The fees set forth in this Paragraph 4 and the obligation to comply with the provisions of this Paragraph 4 shall not be applicable to the extent that the applicable utility authority governing the gas distribution system releases Grantee in writing to the extent of any obligations set forth in this Paragraph.

5. The Property is a portion of the project known as "St. Lucie West" ("Project") which is subject to a Development of Regional Impact Order issued by the City of Port St. Lucie, as amended (the foregoing Development Order, as amended and as may be further amended from time to time is referred to as "Development Order"). The Grantee acknowledges receipt of a copy of the existing restated Development Order. Grantee agrees to comply with all obligations of the Development Order applicable to the Property.

6. Grantee acknowledges that there may be an existing franchise, established for the providing of cable television service to all or any part of the Project. Unless waived by the cable franchisee, Grantee agrees to comply with the terms of such franchise agreement (if any) of such cable franchisee and Grantee agrees to execute any documents and grant any easements in connection with such systems or services requested by Grantor or cable franchisee as may be reasonably necessary to install, construct or maintain any of the respective systems, so long as same do not materially increase the cost of development of the portion of the Property purchased by Grantee or materially and adversely affect the use of such portion of the Property in the manner as contemplated to be utilized. Additionally, Grantee shall fully cooperate with the

provider of cable services with respect to the installation of any wiring, equipment or other apparatus or device required by said provider to be placed on the portion of the Property purchased by Grantee and the improvements thereon. The obligations to comply with the provisions of this Paragraph shall not be applicable to the extent that the applicable cable company governing cable service within the Project releases the Grantee in writing to the extent of any obligations set forth in this Paragraph.

7. Grantor reserves the right of access and entry at any time upon and over the Property to enforce Grantor's rights and to inspect the Property and any improvements thereon; provided, however, that the utilization of this right shall not unreasonably interfere with the development or marketing of the Property, which reservation shall survive until the final certificate of occupancy is issued for the Proposed Use. In addition to Grantor's rights hereunder, Grantor and St. Lucie West Commercial Association shall have additional access rights pursuant to the Declaration of Covenants, Conditions and Restrictions for the St. Lucie West Commercial Association.

8. Grantee recognizes that Grantee shall construct all on-site improvements which may be required to be constructed in connection with the development of the Property, including, but not limited to, landscaping, paving, drainage, utilities, soil work, infrastructure improvements and all other improvements in connection with the development of the Property. In connection therewith, Grantee agrees that in connection with its development of the Property, it shall construct appropriate dry retention drainage upon the Property as required by applicable governmental authority. Grantor does hereby reserve unto itself and to St. Lucie West Services District easements over the Property to provide drainage with respect to the balance of the Project and Grantee hereby agrees that it shall grant appropriate easements to such parties. Additionally, no portion of the Property may be drilled for wells for irrigation purposes.

9. St. Lucie West Services District. THE ST. LUCIE WEST SERVICES DISTRICT ("DISTRICT" OR "CDD") MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

**Designation of Authorized Agent**

Before me, the undersigned authority, personally appeared Thomas R. Gibson, of PSL Office 2 LLC, who being by me first duly sworn, on oath deposes and states as follows:

- 1. That Thomas R. Gibson of PSL Office 2 LLC is an applicant of the property described as:

St. Lucie West Plat #164 2<sup>nd</sup> replat in the Fountains (PB 43-9) Lot 10 (OR 2005-2298)

And said property located on SW Fountainview Blvd., Port St. Lucie, FL.

- 2. That PSL Office 2 LLC has appointed the firm of **Cotleur & Hearing, Inc.** to act as authorized agents on its behalf to represent lot 10 described above for the purpose of obtaining an amendment to the PUD documents.

Thomas R. Gibson

PSL Office 2 LLC  
3710 Buckeye Street, Suite 100  
Palm Beach Gardens, FL 33410

**NOTARY ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF Palm Beach

I hereby certify that the foregoing instrument was acknowledged before me this 2 day of OCTOBER, 2011, by Thomas R. Gibson,  who is personally known to me or  has produced \_\_\_\_\_ as identification and who did take an oath.

Jacqueline Beck  
Notary Public

Printed name

Notary Public  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_



**JACQUELINE BECK**  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE055153  
Expires 1/20/2015

**MONTVILLE CENTER ASSOCIATES, LP  
FOUNTAINVIEW PLAZA PUD**

**BINDING PUD AGREEMENT**

The property, as described in Exhibit "A" attached hereto ("Property"), is under the unified control of the undersigned who agrees to: 1) proceed with the proposed development according to the provisions of the City of Port St. Lucie ("City") PUD zoning regulations and the conditions imposed pursuant to the rezoning of the Property to PUD; 2) provide agreements, contracts, deed restrictions, and sureties acceptable to the City for the completion of the development according to the plans approved at the time of the PUD rezoning; and 3) provide for the continuing operation and maintenance of those areas, functions, and facilities as are not to be provided, operated, or maintained at public expense. The undersigned further agrees to bind all successors in title to the commitments made herein.

IN WITNESS WHEREOF, the undersigned has executed this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

WITNESSES:

MONTVILLE CENTER ASSOCIATES, LP,  
A New Jersey Limited Partnership

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

Item # 7(D)

P11-140



RECEIVED

JAN 31 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

### Florida Department of Transportation

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

ANANTH PRASAD, P.E.  
SECRETARY

RICK SCOTT  
GOVERNOR

January 30, 2012

Mr. Michael J. Busha, AICP  
Executive Director  
Treasure Coast Regional Planning Council  
421 SW Camden Avenue  
Stuart, FL 34994

Dear Mr. Busha:

**SUBJECT: St Lucie West Development of Regional Impact (DRI)  
City of Port St. Lucie, St. Lucie County  
Notice of Proposed Change (NOPC)**

The Department has reviewed the Notice of Proposed Change (NOPC) for the St Lucie West DRI, dated December 27, 2011. The St Lucie West DRI is located north of Crosstown Parkway, south of Northwest Peacock Boulevard, west of I-95, and east of Florida's Turnpike. It is immediately east of the Reserve DRI.

The Applicant is requesting to modify the approved intensity of uses to simultaneously increase the number of residential units by 240 units and decrease office space by 162,700 square feet. The previously-approved development land uses and intensities and the proposed development intensities resulting from this NOPC are summarized in the table below.

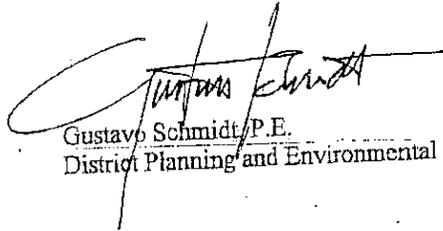
Category (units)	Previously Approved Development Intensity	Proposed Development Intensity
Residential (d.u.)	7,125	7,365
Movie Theater (seats)	3,218	3,218
Hotel/Motel (rooms)	800	800
Retail/Commercial (sf)	2,125,287	2,125,287
Office (sf)	1,562,899	1,400,199
RV Park (spaces)	525	525
Industrial (sf)	2,499,528	2,499,528
Post-Secondary Schools (students)	5,000	5,000
Stadium (seats)	5,000	5,000

The proposed change results in no change in the PM peak hour trips that will be generated by the DRI and hence there will be no new transportation related impacts. Based on the material submitted, the Department offers no comments concerning this proposed St Lucie West NOPC.

Mr. Michael J. Busha  
January 30, 2012  
Page 2 of 2

If you have any questions, please contact us at (954) 777-4601.

Sincerely,



Gustavo Schmidt, P.E.  
District Planning and Environmental Engineer

GS: kai/cw

cc: D. Ray Eubanks – Community Program Administrator, FDEO  
Kathleen Neill – Director of Office of Policy Planning, FDOT  
Gerry O'Reilly – Director of Transportation Development, FDOT  
Nancy Ziegler – District Modal Development Administrator, FDOT  
Steve Braun – Transportation Planning and Environmental Manager, FDOT  
Shi-Chiang Li – Systems Planning Manager, FDOT  
Chon Wong – Senior Transportation Specialist, FDOT

## Lorraine Prussing

---

**From:** Ed Huff [huffe@aol.com]  
**Sent:** Tuesday, February 07, 2012 7:00 AM  
**To:** Lorraine Prussing  
**Cc:** shl4944@hotmail.com; gail@maglakes.org; 'Jim Tortora'  
**Subject:** Project P11-140

Good Moring Director Parks,

My name is Ed Huff and I currently serve on the Board of Magnolia Lakes in SLW, a HOA community of 478 homes. It has come to our attention that a developer wishes to request a new proposed Site Plan and Plan for a City of St Lucie PUD Amendment which would call for an additional 215 units of multifamily housing to be constructed off St Lucie West Blvd. The plan calls for three 50 foot high 4 story buildings to be built on the vacant property just West of The Belmont at St Lucie West Property on South Peacock Blvd and South of Bob Evans and the Gas Station on St Lucie West Blvd.

We are against Project P11-140.

We are in agreement with other communities in SLW that the City and County need to address the large inventory of vacant homes, homes in various stages of foreclosures that are decreasing the tax base, not only within SLW but the city as well.

What we need is commercial and businesses to develop this area which currently contain restaurants and hotels/motels. We need to expand the base of permanent jobs with a increase in a tax base for the city. Another housing project does not accomplish this. Have you given thought how additional housing will put further demands upon the schools and services for the city and county? Where is this money going to come from. Not from this project.

Thank you for your time in this matter.

Ed Huff, Treasurer  
Magnolia Lakes HOA  
101 NW Magnolia Lakes Blvd  
Port Saint Lucie, FL 34986

My Cell 954-290-4833

P11-140  
item #70

Richard Veraszto  
12 Alister Circle  
East Northport, NY 11731

February 1, 2012

City of Port St. Lucie  
Planning & Zoning Dept.  
121 SW Port St. Lucie Blvd  
Port St. Lucie, FL 34984-5099  
Dear Planning Board Members,

As an owner of condominium # 31-206 located at 103 SW Peacock Blvd. Port St Lucie FL 34986 in The Belmont @ St Lucie West, I'm writing to express my opposition to the Fountainview Plaza PUD Amendment P11-140.

There are several reasons for my opposition to this project which includes the following:

- The high numbers of available housing in the St. Lucie W. area certainly doesn't warrant adding 215 apartment units. It appears like housing units may already be overbuilt.
- The original PUD for this site never indicated that apartments were considered. We were told the site was to be used for office and retail space.
- The traffic congestion around the Belmont would be excessive and create a negative impact to existing residents.
- Installing apartments would eliminate any space for a necessary buffer of appropriate shrubbery and trees between the Belmont property and existing units
- Raising the maximum height allowance beyond 35 ft. would directly impact balconies at the Belmont.

Finally, I really do not believe this plan by the developers would have an over-all positive impact on the entire St. Lucie West area, but would just maximize a developers profit motives to the detriment of the community. As I'm sure the Planning Board is aware, the entire area could really use additional jobs that a planned retail, office, and medical complex would provide. In view of these issues I hope the members of the Board recommends against PUD amendment P11-140.

Sincerely,

A handwritten signature in cursive script, appearing to read "Richard Veraszto". The signature is written in black ink and is positioned above the printed name.

Richard Veraszto

/ Cc: The Belmont Master Association

P11-140  
item # 7(D)

RECEIVED

FEB 02 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

City of Port St. Lucie  
Planning & Zoning Department  
121 S.W. Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984-5099

File number P11-140

Dear Planning and Zoning Board Members

**Address:** 146 SW Peacock, 24-207, Port St. Lucie, FL 34986  
**Legal description according to property appraiser's website:** BELMONT AT ST  
LUCIE WEST (OR 2133-2522) UNIT 24-207 (OR 2271-420: 2574-59: 2883-156)

We recently received a public hearing notice regarding a request from Cotieur and Hearing, agents for HL St. Lucie LLC to amend the exiting Fountainview Plaza PUD to provide for multifamily residential use, addition of shared parking regulation, and to reduce the requirement for native vegetation from 75% to 50%. We strongly urge the Boards give serious consideration to denying the amendment request for the following reasons:

The original PUD allowed commercial property of retail office, etc. and did NOT permit residential use for sound and logical reasons that still apply today.

Over the last few years, Port St. Lucie has suffered one of the highest foreclosure rates in the nations causing a glut of housing in an overbuilt city. Housing values are only 33% of the 2005 selling prices. According to the 2010 census, there are approximately 11,047 vacant units in Port St. Lucie. As you are keenly aware, vacant housing is a huge problem for a City. It creates:

- Significant loss of tax revenue
- Less tax revenue equals cuts in city services
- Fewer services lessens the ability to attract/retain residents and businesses
- Inability to attract and retain business equals lack of employment opportunities
- Lack of employment opportunities equals more vacant housing
- Vacant housing equals dilapidated properties
- Dilapidated properties invites crime
- Crime destroys the city's ability to attract new residents and business equaling less tax revenue . . . a vicious cycle.

To approve this developer's request to potentially add to the existing vacancy rate is not in the best interest of city residents, nor does it make good economic development sense for the city. It is very probable that adding additional housing in this area will reduce existing property values in an already depressed market, thus further declining tax revenue.

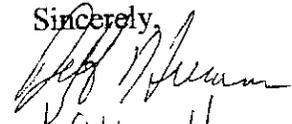
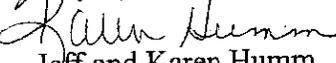
The huge increase in traffic generated by the proposed professional offices AND 215 housing units will present a serious traffic flow and safety issue when entering and exiting the area.

Port St. Lucie West is an upscale and aesthetically pleasing area due to the landscaping, zoning and other standards wisely adopted by the City. To reduce the vegetation in the PUD Agreement from 75% to 50% would increase the noise pollution for the adjacent community and runs contrary to maintaining a vibrant and appealing community.

Allowing 50' high units would negatively impact the light available during the daylight hours thus eroding the quality of life now enjoyed by the Belmont residents and as provided for in the normal 35' standard. With a 50' high building, light pollution during the night time hours is likely.

We are strong proponents of attracting new business in hopes of increasing existing property values, filling current vacancies, and creating a stronger tax base and community. We appreciate the opportunity to provide input on this project and hope you will give due consideration to our objections.

Sincerely,

  
  
Jeff and Karen Humm

item #70

**Lorraine Prussing**

**From:** chaslory [chaslory@bellsouth.net]  
**Sent:** Friday, February 03, 2012 5:06 PM  
**To:** Lorraine Prussing  
**Cc:** shl@hotmail.com  
**Subject:** Susan Parks Re P11-140

Dear Lorraine,

As President of Sun Terrace at the Lakes, a community of 208 families in St. Lucie West. I would like to add our voice objecting to the approval of the amendment to the zoning code to allow construction of high rise apartments. I cite the following as reasons for rejecting this request:

- Standard approved building height is 35 feet. 50 foot high building is in conflict with city ordinances and may violate covenants and restriction in force in the St. Lucie West. community
- Restricting all prior construction to 35 feet and allowing this would be discriminatory, favoring one over the other
- Additional population would tax the general water availability to all
- Traffic circle being effected is too small to accommodate additional heavy traffic anticipated as is the roads leading to it. That system was never designed to service the major increase of population
- Propose proximity to adjacent communities and building height would create a ghetto like atmosphere creating unacceptable living condition for the surrounding communities
- Garbage collection sites should not be in view of neighboring communities, this would further create a ghetto atmosphere
- Creating a visual blight will depreciate surrounding property values
- Creating taller buildings deprives neighboring communities of sunlight
- The area currently is now experiencing a glut of existing living quarters. Adding more units is counterproductive to remedying the overstocked condition of the current housing market

**And finally, considering all the arguments in opposition to the amendment, To deny this application is just simply the right thing to do**

I appreciate your attention to this matter and encourage the P&Z to see the benefits of suggesting the developer to come up with a better design.....

Charles Altwein President

Sun Terrace at the Lakes HOA

P11-140  
item # 7(D)

To: Planning and Zoning Board & City Council  
From: Marina Zaks / Belmont Condominium Owner  
158 S.W. Peacock Blvd. , Port St. Lucie, FL  
Bldg. # 30 , Unit 101  
Parcel ID # 3335-500-0177-000-4

RECEIVED  
FEB 06 2012  
PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

Re: Fountainview Plaza PUD Amendment

I was recently notified by Mr. Levenherz, President of Belmont Master Association, and then yesterday by a city of Port St. Lucie, that the owner of the Fountainview Plaza is seeking to amend the regulations.

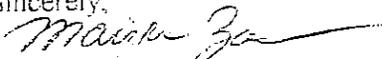
When I was buying the condo at Belmont in 2005, the plans for the area across from my building were for a beautiful retail plaza. Later, I found out that offices/hotel/retail were in the plans. This type of construction, even though inconvenient, seemed likely to enhance the area services and help the local businesses.

The "amendment" that the developer is seeking now, in particular the addition of the residential units, will not be bringing any benefits to the area, but in fact, I worry it may lead to devastation. Since I bought the condo, my property value went down approximately 75%. I can not sell the property without an enormous loss, and my only recourse for now is to rent. For many years, the renting at Belmont was very unpredictable ( overbuilt area with many units available at the nearby developments), but last couple of years thing have stabilized a bit, even though the rent payments are low in comparison to the price paid for the property, and do not cover the mortgage and fees even close. The newly added residential units, if amendment passes, will be a direct competition to Belmont owners who rent, and there are many. If Belmont owners will have even more difficulties to rent than now, there will be a new wave of foreclosures, and property values will go further down ( to 0%???). Belmont owners who live in their condos, and who will not like the newly overcrowded, congested feel of the area, with taller apartment buildings "hanging over them", will be getting rid of the units at lower prices, or walk away from them. While construction would last for years, the potential tenants will stay away from our development since there are plenty of choices - I have never heard that there was a shortage of housing options in Port St. Lucie.

In addition, owning a unit in Bldg. # 30, I understand that a dumpster is planned across from my building. I simply object to anyone or anything who wants to spoil the air I breathe or the surrounding views. If the worst will happen and you will approve the amendment, are there not other ways, such as compactors? Also, based on preliminary plans, it seems that the pool is also planned across my building; thus, the noise level way above normal.

I am not the kind of person whose voice has to be constantly heard, but I feel crushed financially as is already by the purchase of the condo at Belmont, and so do many other homeowners at Belmont. The amendment will make all of our situations only worse, and I strongly object to it.

Sincerely,

  
Marina Zaks

1.26.2012

P11-140  
item # 7(D)

Gary T. Leonard  
2900 NE 20Th Ave  
Lighthouse Point, Fl 33064

RECEIVED

FEB 06 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

To Whom It May Concern

In Reference to Fountain Plaza Pud Admendment ( P11-140 )

I am a investor/owner at 122 SW Peacock Blvd. Belmont I I at St Lucie West unit 12-206 property Tax ID 3326-802-0145.000/0. I am located within the 300 feet of the property which the Pud amendment is sought. I will not be able to attend the public hearing held by the Planning and Zoning Board on February 7, 2012. I am totaly against this admendment for multifamily apartment buildings. The proposed additional appartments would affect potential tenants and would create a problem with over built housing in the area and would cause traffic problems for the Belmont residents. The Planned Unit DevelOpment (PUD)should remain commerical property not residential.

Respectfully submitted



Gary T. Leonard      January

25, 2012

P11-140  
item # 7(D)

## Katherine Huntress

**From:** Info cityofpsl  
**Sent:** Thursday, February 02, 2012 2:04 PM  
**To:** Katherine Huntress; John Finizio  
**Subject:** against amending existing Fountain View Plaza PUD --- FW: Email from the website

**From:** websiteaccount@cityofpsl.com [mailto:websiteaccount@cityofpsl.com]  
**Sent:** Wednesday, February 01, 2012 6:19 PM  
**To:** Info cityofpsl  
**Subject:** Email from the website

<b>Name:</b>	Jose E. & Beverly W. Mesa
<b>EmailAddress:</b>	Bell4503@g.mail.com
<b>Message:</b>	To: Katherine K. Huntress, Planner/ Planning and Zoning Department Regarding: File #:P11-140 Lot #6 SLW Plat No164, 2nd Replat A. We are property owners at Belmont Condominium. We do not feel that it is in the best interest of the condominium to reduce the vegetation in the area by 25% with the construction of another development as the Belmont floods often with the heavy rains that invariably hit the area so often. Furthermore this project will drive down the prices of realestate in the area even further. What you need to do is bring Jobs to the area. We are AGAINST ammending the existing Fountain View Plaza PUD to provide for multifamily residential use. Thank You
<b>ContactUs_Form:</b>	Submit your message...

P11-140  
item # 7(D)

RECEIVED

FEB 06 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

FROM:

Damien Ristaino  
Owner

160 SW Peacock Blvd 105

Port St. Lucie, FL 34986

Parcel ID: 335-500-0195-000-6

Legal Description: BELMONT AT ST LUCIE WEST (OR 2133-2522) UNIT 31-105

(OR 2712-1712)

TO:

City Of Port St. Lucie

Planning and Zoning Department

121 SW Port St. Lucie Blvd

Port St. Lucie, FL 34984

Subject: File Number P11-140

I am arguing against the developer's amendment due to existing and potential traffic congestion through the major entry and exit way to and from this proposed development, which is around the small traffic circle outside of The Belmont gates. There should be no further residential uses and that the PUD as originally drafted should not be amended for this development. A an investor and I am further arguing that new residential property would affect their potential tenants and compete in a marketplace already sorely overbuilt. We have plenty of housing in St. Lucie West available for interested new residents. What we really need here is businesses that provide good paying jobs. No one will move to Port St. Lucie without having an income.

Further, as an owner of a Belmont unit facing the proposed development I am claiming that a 50' high building would impair the light and air and view, etc. even with nice shrubbery because the Belmont balconies may only be 25 or so feet above the ground and they would face a 4 story building of 50' in height. Normal zoning for residential uses requires a 35 foot maximum height but because this developer wants an "amendment" to the PUD on the books to allow residential housing he is trying to build a higher than 35 foot apartment building because commercial buildings can be 75' high in that space. I find this to be somewhat underhanded at the complete disregard of the developers property neighbor, the Belmont.

Another fact is that the developer wants to place dumpsters on the site right on the border of our fence in spaces opposite Belmont buildings 30, 35 & 36. They could be placed elsewhere one would think and compactors are a better choice than are dumpsters. Even though the property I

own is in building 31, I am concerned of the smell a dumpster would have being that my unit is close by. That is completely unacceptable when future tenants would be turned off to this.

Also, there absolutely needs to be a pleasant border between our properties that would be aesthetically pleasing and functional. A solid fence was considered with varied shrubbery and trees so that there would be a campus like transition looking west from our property line to the proposed buildings blocking the parking lot views for the ground floor residents and making a nicer view for those living on the second floor.

Sincerely,

Damien Ristaino

**Katherine Huntress**

**From:** Miller, Darla [DMiller@emdeon.com]  
**Sent:** Monday, February 06, 2012 1:51 PM  
**To:** Katherine Huntress  
**Subject:** Proposed P11-140 for the Fountainview  
 February 6, 2012

P11-140  
 item # 7 (D) RECEIVED  
 FEB 06 2012

To: Katherine H. Huntress,  
 Project Coordinator for P11-140  
 The Fountainview Place-PUD Amendment  
 City of St. Lucie Planning and Zoning Department  
 and \_\_\_\_\_  
 City Council Members  
 121 SW Port St. Lucie Boulevard  
 Port St. Lucie, FL 34984

PLANNING DEPARTMENT  
 CITY OF PORT ST. LUCIE

From: Cecil and Darla Miller, TR for Miller Family Trust  
 565 Stonebrook Street  
 Simi Valley, CA 93065

To The City Officials:

We are owners of four condos at The Belmont at St. Lucie West. Our addresses are:  
 104 SW Peacock Blvd., # 101. Port St. Lucie, FL 34986. Parcel ID: 3326-802-0025-000-3  
 106 SW Peacock Blvd., # 206. Port St. Lucie, FL 34986. Parcel ID: 3326-802-0047-000-3  
 136 SW Peacock Blvd., # 206. Port St. Lucie, FL 34986. Parcel ID: 3335-500-0051-000-5  
 150 SW Peacock Blvd., # 101. Port St. Lucie, FL 34986. Parcel ID: 3335-500-0129-000-3

We recently received notice of hearings to be held on a proposed P11-140 to develop land in a PUD directly to the West of our property at The Belmont. Unfortunately, because we had such short notice and my work schedule precludes me from taking time from work, we are not able to attend this meeting. We hope to attend the meeting on February 27<sup>th</sup>.

We would like you to consider our views on this Fountainview Plaza - Site Plan. We are totally opposed to some of its aspects for the reasons that follow.

We understood that the PUD which comprises this project was enacted to provide only for commercial and retail activity on this site which is consistent with the information we were given at the time we purchased our condos. Certain pleasant office structures of 2 story heights were constructed with attractive landscaping and parking areas to the far West of this project. Those buildings are attractive. The restaurant at the end of the Fountainview Blvd stretch was also a pleasant addition.

The proposed attempt to obtain a variance or to amend the original PUD objective to allow for multifamily housing is offensive to us and should not be allowed. The PUD was well thought out by City Planners from the beginning. It should be retained exclusively as a site for commercial activity and not residential high rises. We understand that the County was confronted with a similar issue not long ago at PGA Village. The County declined the developers attempt to add more housing units to their area. The City should do the same with this project.

Port St Lucie is a wonderful community. However, because of both the overbuilt conditions and the general downturn in the economy, our units are worth approximately 25% of our purchase price. We are 67 and 79 years old. These condos were purchased to be our retirement not quick flips and this situation will only make it much worse. We are all in favor of Commercial and Retail use of this location because it would benefit everyone in PSL by providing more jobs and tax revenue from the business it would generate.

However, this plan proposes to build 215 units of housing including three, fifty foot high structures. These buildings are directly across our Belmont property border. The height is well above that for our 2 story condominium buildings. The zoned height requirement is for 35 feet we believe. Three 50 feet tall apartment houses would unfavorably alter our landscape. That has already happened with the hotel that was built directly across from our condo at 150 SW Peacock. We had intended to retire to that unit but no longer wish to do so because of the hotel. Additionally, the developers plan calls for a parking lot to be a buffer between our border and their proposed buildings. ~~Two hundred and fifteen more residents and their cars (more likely at least 430)~~ coming around our small traffic circle is an environmental health and safety issue. Many drivers will surely cut through the Bob Evans lot and the Gas Station lot causing the potential for accidents. School busses have a hard enough time negotiating that circle and having more traffic is not a good idea in this dangerous entry and exit.

Finally, we need jobs in this country. We need jobs in Florida, in our County and in the City of Port St. Lucie. We do not need more residential units, especially multifamily units in a previously designated commercial PUD. There are so many vacancies in our area right now. Why allow another 215 apartments to be built here? It simply makes no sense. Let's keep this area for low rise office buildings and retail businesses.

We are strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

Sincerely  
Cecil F. Miller and  
Darla C. Miller



**Darla Miller**  
**Administrative Assistant II**

241 Lombard Street  
Thousand Oaks, CA 91360  
direct: 805.777.8063  
fax: 805.777.7746  
rightfax: 615.340.6065  
dmiller@emdeon.com

This message is confidential, intended only for the named recipient(s) and may contain information that is privileged or exempt from disclosure under applicable law. If you are not the intended recipient(s), you are notified that the dissemination, distribution, or copying of this message is strictly prohibited. If you receive this message in error or are not the named recipient(s), please notify the sender by return email and delete this message. Thank you.

Katherine Huntress

From: Smith, Ann K [Ann.K.Smith@fpl.com]  
Sent: Monday, February 06, 2012 1:21 PM  
To: Katherine Huntress  
Cc: Evelyn Sapriza; STEVE LEV...; Smith, Ann K  
Subject: Fountainview Plaza  
Attachments: Letter about the Fountainview.docx  
Date: 2/6/2012

P11-140  
item # 7 (D)

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place PUD Amendment  
City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

RECEIVED

FEB 06 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 140 SW Peacock Blvd., # 107. Port St. Lucie, FL 34986. Parcel ID: 3335-500-0073-000-5 and my telephone number is 772-807-1420.

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand that there will be hearings on this according to City ordinances on February 7, February 27 and March 12th.

I would like you to consider my views on this Fountainview Plaza - Site Plan. I am totally opposed to some of its aspects for the reasons that follow.

I understood that the PUD which comprises this project was enacted to provide only for commercial and retail activity on this site. Certain pleasant office structures of 2 story heights were constructed with attractive landscaping and parking areas to the far West of this project. Those buildings are attractive. The restaurant at the end of the Fountainview Blvd stretch was also a pleasant addition.

The proposed attempt to obtain a variance or to amend the original PUD objective to allow for multifamily housing is offensive to me and should not be allowed. The PUD was well thought out by City Planners from the get go. It should be retained exclusively as a site for commercial activity and not residential high rises.

The County was confronted with a similar issue not long ago at PGA Village. The County saw fit to abandon a developers attempt to add more housing units to their area. The City should do the same.

This plan proposes to build 215 units of housing including three, fifty foot high structures. These buildings are directly across our Belmont property border. The height is well above that for our 2 story condominium buildings. The zoned height requirement is for 35 feet we believe. Three 50 foot apartment houses would unfavorably alter our landscape and force those of us whose second floor balconies are only 20 or so feet high to stare across a parking lot at an apartment house and be subject to the noise and lights of a building 25 yards from our border or less. Some of us left Manhattan to have the benefits of light and air. We do not want to again stare at a neighbor less than 100 feet away and listen to the noises that would come from the activity of several hundred residents.

Additionally, the developers plan calls for a parking lot to be a buffer between our border and their proposed buildings. Two hundred and fifteen cars at a minimum coming around our small traffic circle is an environmental health and safety issue. Many drivers will surely cut through the Bob Evans lot and the Gas Station lot causing the potential for accidents. School busses have a hard enough time negotiating that circle and having more traffic is not a good idea in this dangerous entry and exit.

Furthermore, I do not want smelly dumpsters or noisy trash compactors placed right under our balconies as the plans provide. It is upsetting that with all the space in the plan that the dumpsters have been placed right near The Belmont's border. Also, the tiny pool proposed is right near our border. With 215 units, that pool will be crowded and noisy. The placement they have in these plans is offensive to us as neighbors.

Finally, we need jobs in this country. We need jobs in Florida, in our County and in our City of Port St. Lucie. We do not need more residential units, especially multifamily units in a previously designated commercial PUD. There are so many vacancies in our area right now. Why allow another 215 apartments to be built here? It simply makes no sense. Let's keep this area for low rise office buildings like the ones built to the far West.

I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

Sincerely  
Ann and Roger Smith

P11-140  
item # 7(D)

Monday, 6 February 2012

RECEIVED

FEB 06 2012

CITY OF PORT ST. LUCIE, FL

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment

City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 164 SW Peacock Blvd., Building number 33, Port St. Lucie, FL 34986. Parcel ID: 3326-802-0193-000-1

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand there will be hearings on this proposal on February 7, February 27 and March 12th.

I am unable to make the first meeting, but I would like you to consider my views on the Fountainview Plaza Site Plan. After seeing the plan, I am opposed to rezoning to allow the development, as planned, for the following reasons:

**1. The height of the structures**

Four-story buildings, in relation to my location, would reduce my already limited view even more. I cannot imagine any resident being in favor of such a situation.

**2. The proximity of the proposed structures to the Belmont's property**

Because the proposed four-story buildings are close to the Belmont's property, the hindrance to the above mentioned view would be increased. In addition, the noise of the apartment's residents' normal activities would be clearly audible (and, one could argue, even be augmented because of the height of the structures) to residents of the Belmont. The proposed locations of the dumpsters and pool along the Belmont property line are also undesirable, from a Belmont resident's perspective.

**3. The negative effect of apartments on neighboring condominium property values**

It is my belief that the introduction of apartments next to condominiums (the Belmont) will decrease the property value of the condominiums. The only evidence I have for this opinion is simple common sense; it just does not stand to reason that apartments would have a positive effect on a neighboring condominium's property values, therefore the opposite (a negative effect) is reasonable to assume.

**4. Likelihood of traffic problems**

Judging from the types of traffic issues currently affecting the traffic circle at the entrance to Fountainview Boulevard, the addition of traffic from a large apartment community would certainly make matters worse.

Because of the above concerns, respectfully submitted, I am opposed to amending the zoning of this PUD to allow for multifamily housing.

Thank you.

Sincerely,  
Timothy Feeley

**Katherine Huntress**

**From:** Humm, Karen [KHUMM@mt-pleasant.org]  
**Sent:** Tuesday, February 07, 2012 7:13 AM  
**To:** Katherine Huntress  
**Subject:** Fountainview Plaza

**Attachments:** 20120207065752091.pdf

*Item # 7(D)  
P11-140*



201202070657520  
91.pdf (451 KB)...

Dear Ms. Huntress,

We are the property owners of two units in the Belmont and are in the process of purchasing a third, in which we will reside in the near future. We previously sent you a letter for unit 24-207. I have attached another copy of that letter as well as a letter as owners of unit 8-205. As indicated in our letter, we believe this developer should not be allowed to tie additional housing to making this project a go. Rather, they should look at the current housing already available in Port St. Lucie. Apartment buildings will, most likely, create a situation similar to the reputation the Club complex has acquired and will in the meantime destroy it neighboring complex, the Belmont. Please convey our objection to the City council and planning and zoning boards. Thank you.

Karen Humm.

**RECEIVED**

FEB 07 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

February 6, 2012

Item # 7(D)  
P11-140

Katherine H. Huntress  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment  
City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

RECEIVED

FEB 07 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE

Dear City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 170 SW Peacock Blvd., #36-102, Port St. Lucie, FL 34986. My Parcel ID number is 3326-802-0220-000-0 and telephone number is 772.807.1312.

I would like you to consider my views on the Fountainview Plaza - Site Plan.

I am concerned with some of its aspects for the following reasons:

The proposed amendment of the original PUD to allow for multifamily housing worries me and I feel should not be approved. In our current economy, as well as immediate future economies, our community does not need additional housing. The County was confronted with a similar issue not long ago at PGA Village. The County vetoed the developers attempt to add more housing units to our area.

The proposed height of the residential structures, should they be allowed to be built, would be difficult to live next door to. Because of the added height, I believe the number of units would total 215, a staggering amount of neighbors to add to my back door.

I am concerned about the traffic that would build up from having so many additional residential units as a result of this proposed development. I am concerned that with so many more cars/school buses/delivery trucks on the Peacock Blvd circle the potential for fender benders or more serious auto accidents is evident.

I am opposed to amending the requirements of this PUD to allow for multifamily housing. I would like to see the land development stay on track for creating more employment opportunities, much needed in our city.

Sincerely

*Mary Filan*

Katherine Huntress

Item # 7 (D) P11-140

From: Jtps45@aol.com  
Sent: Tuesday, February 07, 2012 9:17 AM  
To: Katherine Huntress  
Cc: presticut@yahoo.com  
Subject: Fountainview Plaza and Hearing today

RECEIVED  
FEB 07 2012  
PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE FL

Dear Mx. Huntress:

I own several properties in St. Lucie County, five to be exact, and purchased my first unit in the Belmont II several years ago, due to its location and view. Specifically, Unit 36-202, 170 SW Peacock Blvd.

I made my purchases based on the original zoning and approvals for the land to the west of my unit (second floor) and object to the proposed changes to the original plan for the property. The traffic, the congestion, the height of the buildings, the need for commerce, not more housing is apparent and obvious. I also would not wish to look out at taller buildings, dumpsites and parking lots---rather than sunsets and office and commercial buildings.

Please disapprove of the proposed changes to the original site plans. As the owner of four units in the Belmont II, with plans to move my entire family of three generations there, I am strongly against the proposal. I also am the owner of a condo on Hutchinson Is and hope that my investments will be protected from unnecessary further housing development, especially along the I 95 corridor.

The original site-development-zoning plan for the area on the East side of I 95, south of St. Lucie Blvd. West is adequate and appropriate. Please maintain the original plans, as approved. I would like to make sure that the original plans remain in fact to insure the safety and complexion of the community.

Sincerely,

John T. Sexton,  
Owner of 4 Belmont II units

RECEIVED

FEB 07 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

Richard Veraszto

12 Alister Circle

East Northport, NY 11731

February 1, 2012

City of Port St. Lucie

Planning & Zoning Dept.

121 SW Port St. Lucie Blvd

Port St. Lucie, FL 34984-5099

Dear Planning Board Members,

As an owner of condominium # 31-206 located at 103 SW Peacock Blvd. Port St Lucie FL 34986 in The Belmont @ St Lucie West, I'm writing to express my opposition to the Fountainview Plaza PUD Amendment P11-140.

There are several reasons for my opposition to this project which includes the following:

- The high numbers of available housing in the St. Lucie W. area certainly doesn't warrant adding 215 apartment units. It appears like housing units may already be overbuilt.
- The original PUD for this site never indicated that apartments were considered. We were told the site was to be used for office and retail space.
- The traffic congestion around the Belmont would be excessive and create a negative impact to existing residents.
- Installing apartments would eliminate any space for a necessary buffer of appropriate shrubbery and trees between the Belmont property and existing units
- Raising the maximum height allowance beyond 35 ft. would directly impact balconies at the Belmont.

Date: February 2, 2012

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment

City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 146 SW Peacock Blvd., # 24-206. Port St. Lucie, FL 34986. Parcel ID: 3335-500-0115-000-2 and my telephone number is (418) 227-4038.

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand that there will be hearings on this according to City ordinances on February 7, February 27 and March 12th.

I would like you to consider my views on this Fountainview Plaza - Site Plan. I am totally opposed to some of its aspects for the reasons that follow.

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I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

Sincerely

Sylvain Galarneau and Brigitte Parent

**Katherine Huntress**

---

**From:** Brian Said [brisail@bellsouth.net]  
**Sent:** Tuesday, February 07, 2012 2:45 PM  
**To:** Katherine Huntress  
**Subject:** Fountainview Plaza Public Hearing Review

Dear Ms. Huntress,  
I am an owner of Belmont Unit at bdg 10- 104. I concur with the sentiments expressed in the letter below, as presented by our condominium board president. I am against the conversion of existing commercial low rise use to high rise residential use for the property bordering west of the Belmont....  
Thank you,  
Brian Said

Sent from Yahoo! Mail on Android

---

**From:** Evelyn Saprizo <cam@thebelmontslw.com>;  
**To:** 'Brian Said' <brisail@bellsouth.net>;  
**Subject:** RE: Fountainview Plaza Public Hearing Reminder  
**Sent:** Tue, Feb 7, 2012 2:49:51 PM

Brian,

I am copying the letter into this email.

You can copy and paste it into a new e-mail that you can send to Ms. Huntress.

Thank you,

Evelyn

Date:

To: Katherine H. Huntress,

Project Coordinator for P11-140

2/8/2012

The Fountainview Place-PUD Amendment

City of St. Lucie Planning and Zoning Department

and

City Council Members

121 SW Port St. Lucie Boulevard

Port St. Lucie, FL 34984

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is \_\_\_\_\_ SW Peacock Blvd., # \_\_\_\_\_, Port St. Lucie, FL 34986. Parcel ID: \_\_\_\_\_ and my telephone number is \_\_\_\_\_.

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand that there will be hearings on this according to City ordinances on February 7, February 27 and March 12th.

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2/8/2012

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I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

Sincerely

2/8/2012

---

**From:** Brian Said [mailto:brisail@bellsouth.net]-  
**Sent:** Tuesday, February 07, 2012 8:16 AM  
**To:** cam@thebelmontslw.com  
**Subject:** Re: Fountainview Plaza Public Hearing Reminder

Evelyn ,  
I have not been able to read the format of the attached letter can you please send it in a d o c  
format?  
Thank you, brian

Sent from Yahoo! Mail on Android

---

**From:** cam@thebelmontslw.com <cam@thebelmontslw.com>;  
**To:** <brsaid@seairdyn.com>;  
**Subject:** Fountainview Plaza Public Hearing Reminder  
**Sent:** Mon, Feb 6, 2012 5:32:33 PM

**The Belmont at St. Lucie West**  
103 SW Peacock Boulevard  
Port St. Lucie, FL 34986  
Ph: 772-879-4440  
Fax: 772-879-4799

Monday, February 6, 2012

Brian Said  
308 Clark Ln  
Jupiter FL 33477

## Fountainview Plaza Public Hearing Reminder

Dear Brian Said:

Tomorrow, February 7th at 1:30pm, there will be a public hearing held by the Planning and Zoning Board in the Council Chambers at the Port St. Lucie City Hall, located at 121 Port St. Lucie Blvd., Port St. Lucie, FL 34984 regarding the PUD Amendment for Fountainview Plaza.

It is extremely important that you voice your opinion to the City Council and Planning and Zoning authorities. The Master Board President, Mr. Steven Levenherz has registered to speak at this hearing tomorrow and, as requested by numerous condominium owners, has written the attached letter for those of you that do not agree with this amendment and might not be able to attend the hearing in person.

Please read the attached document carefully, it is in Word format in case you want to add or edit any comments, sign it and send it to Ms. Katherine H. Huntress at via e-mail to: [khuntress@cityofpsl.com](mailto:khuntress@cityofpsl.com) or via fax at 772-871-5124.

Attached please also find a document with instructions on how to find your Parcel ID in order to include it in the letter.

Thank you very much for your interest and collaboration on this matter.

Sincerely,

Evelyn Sapriza, CMCA, CAM  
Community Association Manager

---

### **Attachments:**

Please click on the link below to open the attachment. In some browsers, you may need to right-click on the link and select [Open in New Window] to download.

[Owner letter.docx](#)

[Parcel ID Look Up Instructions.pdf](#)

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No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2012.0.1913 / Virus Database: 2112/4794 - Release Date: 02/07/12

Date: February 6, 2012

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment

City of St. Lucie Planning and Zoning Department  
and City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 134 SW Peacock Blvd., # 18-102, Port St. Lucie, FL 34986. Parcel ID: 335-500-0030-000/2 and my telephone number is 805-388-4996.

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand that there will be hearings on this according to City ordinances on February 7, February 27 and March 12th.

I would like you to consider my views on this Fountainview Plaza - Site Plan. I am totally opposed for the reasons that follow.

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I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you.

Sincerely,



Karl Ott & Dawn Ott

Date: february,06,2012

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment

City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 122 SW Peacock Blvd., # 207, Port St. Lucie, FL 34986. Parcel ID:332680201460007 and my telephone number is 772-873-3747.

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Thank you,



Sincerely, Serge Jacques (s Jacques et Filles Inc)

Date:

Feb 7, 2012

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment

City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 152 SW Peacock Blvd., #27-101 Port St. Lucie, FL 34986. Parcel ID: 3335-500-0141-000-3 and my telephone number is 772-336-3624-H 772-418-2215 cell

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

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I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

Sincerely

*Jeanne J. Lake*

*I invested in your "beautiful planned community" of SLW over 6 years ago. I paid \$230,000 for my condo, now worth \$65,000! I have already seen it downgraded when Lowes came in and it was seen fit to remove a lovely landscaped Meridian to create an unnecessary turning lane into Lowes making it an eyesore. Please fight to keep SLW the beautiful community*

it was intended to see another  
Not change from the original plans  
which will downgrade SW even further.  
Aside from the fact that 215 apartment  
units could devolve into subsidized  
housing this proposal will visually  
downgrade SW and the Belmont.  
We have so many units now that are  
not occupied by owners - but by  
renters and also unoccupied  
units, that the chance of filling 215  
units is not a good one. There are  
many areas and much preferable  
locations for Mr. Nuckel's project  
that the city could still benefit from.  
Once this is ok'd and Built it is  
over and cannot be changed!  
If Mr. Nuckel lived and invested  
himself in SW as we have done  
perhaps he would understand our  
concerns. The other extremely important  
factor is Traffic flow in an area  
right off of I95. Imagining it is a  
nightmare!!! I hope you will  
reconsider this attempt to change the  
original plans and take a stand  
against them. Thank You - Jeanne Suku

RECEIVED

JAN 30 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL



at St. Lucie West

103 S.W. Peacock Blvd., Port St. Lucie, FL 34986  
Phone: (772) 879-4440 • Fax: (772) 879-4799

### Facsimile Transmittal Sheet

To: *ATTN: Michelle Burger*  
*ATTN: Katie*

From: *Jeanne Luber*

Company: *PL County -*

Date: *Jan. 30, 2012*

Fax: *772.871.5124*

Total Pages: *3 + cover*

Phone:

Re: *Fountainview Project.*

- Urgent     For Review     Please Comment     Please Reply

Notes:

#1 of 3

Jan. 30, 2012

From: Jeanne Suter (owner)  
The Belmont unit 27-101  
152 SW Peacock Blvd.  
Port St. Lucie, FL 34986

I am writing to express my concerns regarding the plans of development for Fountainview Lot #6 by Mr. Nuckle.

Although residents in buildings 26 thru 36 may be most affected it is my opinion that the Entire Belmont Community will be adversely affected should approval be given to go forward!

The Belmont is currently at 1090 vacancy and lot #6 is but a field however, even now, it can be very dangerous coming into and leaving our complex. Being so close to I95 and having limited access to the property will create a traffic NIGHTMARE should 215 apartment units be built and occupied.

#2 of 3

How will all of us be able to come and go without gridlock every day? We now have a beautiful traffic circle leaving our complex where more often than not, we must wait for right-away in the circle to pass before entering. What will it be like with so many more cars using Peacock SW to come and go? Yes - the beautifully landscaped circle could be destroyed and a light and traffic intersection created but traffic will still be backed up, with lights being too close together and a great deal of beauty will be lost to our area and entrance into the Belmont.

I am not saying that Mr. Tuckle should not try to go ahead with his plans but I am convinced that Fountainview is NOT the place for them.

#3 of 3

With foreclosures, investors, rentals where owners were intended and decreasing valuation, many at the Belmont Park suffered enough. I paid \$230,000 cash for my unit which is now worth less than \$70,000!

Please do not approve this plan with 4 story building and 215 rental units!

We struggle so hard in this declining economy to keep the Belmont a beautiful complex but this plan will make it impossible and no one will want to invest with us should it be realized!

Please keep the original plan which was wisely drawn up and let Mr. Nackle find another property to realize his "Apartment Village." Thank You Sincerely,  
Frankie Suker

JOHN M. & JOAN S. NICHOLAS  
2459 Blarney Stone Drive  
Beloit, Wisconsin 53511

January 25, 2012

RECEIVED

JAN 30 2012

PLANNING DEPT  
CITY OF PORT ST. LUCIE

Planning & Zoning Board  
Port St. Lucie City Hall  
121A Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099

Reference: File Number P11-140

Dear Board Members:

We purchased unit 1-203 at 100 SW Peacock Blvd in March, 2011 (ID: 3326-802-0008-000/8); 100 SW Peacock Blvd Belmont II at St. Lucie West (or 2145-1605) Unit 1-203 (or 3283-1410) for the purpose of living in Port St. Lucie upon retirement. We selected Belmont II due to its many pleasant amenities and we are writing this letter to OBJECT to amending the existing Fountainview Plaza PUD.

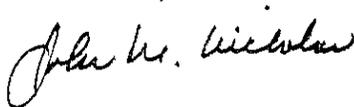
Additional residential properties will add to an already overbuilt marketplace and significant housing opportunities already exist for new residents. Additionally a 50 foot building would impair many of the views in the current development since balconies are only 25 feet or so above ground. We believe current zoning limits residential uses to 35 feet and we strongly argue against the developer's request for an amendment to this requirement. Furthermore we oppose the developer's desire to place dumpsters opposite buildings 30, 35, and 36. This request suggests the developer is not interested in protecting the aesthetics of our neighborhood.

The original PUD only allowed for commercial property, not residential property and given the congestion around the traffic circle, we oppose further residential uses and believe the PUD as originally drafted should not be amended for this proposed development.

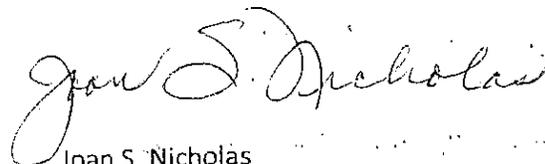
We are sending a copy of this letter to the President of our Association so that he may represent our views at the public hearing scheduled for February 7, 2012.

Thank you for your consideration.

Sincerely,



John M. Nicholas



Joan S. Nicholas

cc: Steven H. Levenherz  
President  
The Belmont Master Association

**Katherine Huntress**

---

**From:** Ralph Rettig [ralphrettig@comcast.net]  
**Sent:** Sunday, January 29, 2012 3:58 PM  
**To:** Katherine Huntress  
**Subject:** P11-140 Fountainview Plaza PUD

Dear Ms. Huntress,

I am truly sorry to be taking up your time with regards to the project, P11-140 Fountainview Plaza PUD.

I bought a condo in the Belmont for my mother in April of 2005. I did my due diligence research to make sure I knew what was planned for the property immediately adjacent to the Belmont. There were not an additional 240 residential units.

This new plan should not be approved. I do not believe the developer deserves special consideration for this project.

The DRI for St. Lucie West has reached the maximum number of residential units that were allocated. The intersection of Peacock Blvd. & St. Lucie West Blvd. can not handle the existing traffic at peak hours. Traffic heading east from I-95 on St. Lucie West Blvd. backs up to the overpass as it is now. Anyone heading west on St. Lucie West Blvd. will have to turn left onto Peacock Blvd. to reach the project. The stacking that will take place with the additional traffic turning onto Peacock Blvd. will create even more problems. It is a dangerous intersection that would be made even more dangerous. The addition of the trips generated by 240 residential units can only cause a bad intersection to become more troubled.

Development of this magnitude belongs in the either of the CRAs, not in a DRI that has maxed out the residential allotment. If the developer did not know or if they chose to ignore the the level of residential development in St. Lucie West, it should not be the residents or the City's burden. They have other options that better benefit the City and may better benefit them.

Thank you,  
Ralph E. Rettig

Good afternoon Mr. Rettig,  
Here are the answers to your questions. Please let me know if I can be of further assistance.  
Sincerely,  
Katie Huntress

1. Do all the buildings meet the height requirements?

*Section 158.174(E) of the City of Port St. Lucie Land Development Regulations allows a maximum building height of 75' within a PUD greater than 5 acres. Any building over 35' has to maintain a setback from the property line of 100% of the building height. The site plan indicates several buildings at 75' with at least 75' setbacks.*

2. Why do they feel they need a reduction in the percentage of native vegetation required?

*Section G(A.) of the amendment to the PUD reads as follows:*

*"Where it exists, at least 15% of existing native vegetation on each site shall be preserved (excluding buffer area vegetation). Existing native materials that would otherwise be cleared for development should be transplanted into the required buffer area for each parcel. New plant materials shall be at least 75% 50% native species."*

*Our code requires 50% native for trees and 25% native for shrubs.*

3. Have they met with the board at the Belmont to discuss the project?

*The applicant indicated that they were on the agenda for the board's December meeting, but were moved to the January meeting. I have asked the applicant to give us an update on the outcome.*

---

**From:** Ralph Rettig [mailto:ralphrettig@comcast.net]  
**Sent:** Friday, January 27, 2012 9:50 AM  
**To:** Katherine Huntress  
**Subject:** Re: P11-140 Fountainview Plaza PUD

Thank you!

**From:** Katherine Huntress  
**Sent:** Friday, January 27, 2012 9:14 AM  
**To:** mailto:ralphrettig@comcast.net

Ralph E. Rettig  
1976 SW Aaron Lane  
Port St. Lucie, FL 34953-2126  
772-340-4372  
ralphrettig@comcast.net

January 26, 2012

Re: Fountainview Plaza P.U.D. (P11-140)

Dear Ms. Huntress,

I have a number of concerns with the Fountainview Plaza P.U.D. (P11-140).

Does the requested change fall within the approved St Lucie West D.R.I. type/size of approved development? The project would add over two-hundred residential units and reduce the amount of commercial/office development.

Do all the buildings meet the height requirements?

Why do they feel they need a reduction in the percentage of native vegetation required?

Have they met with the board at the Belmont to discuss the project?

Yours truly,  
Ralph E. Rettig

Cc file

<b>DRI Name</b>	ST. LUCIE WEST
<b>ADA No</b>	1986-027
<b>Name of DRI Applicant</b>	St. Lucie West Deve. Corp.
<b>Address</b>	1850 Fountainview Blvd. Suite 201 Port St. Lucie, FL 34986
<b>County</b>	St. Lucie

<b>DCA Project #</b>	86-027
<b>Effective Date of Development Order</b>	2/9/1987
<b>Expiration Date</b>	2/9/2022
<b>Buildout Date</b>	12/30/2010
<b>Type/Size of Approved Development</b>	7,579 DU's 975,750 SF Office 2,200,000 SF Industrial 400 Room Hotel 1,862,150 SF Commercial 5,725 FTE Schools 5,000 Seat Stadium 3,218 Seat Theatre 525 RV spaces
<b>Local Government</b>	Port St. Lucie
<b>General Location</b>	West of FL Turnpike, East of I-95, North & South of St. Lucie West Boulevard (Prima Vista Boulevard)
<b>Acres</b>	4,614

To: Planning and Zoning Board & City Council

From: Marina Zaks / Belmont Condominium Owner  
158 S.W. Peacock Blvd. , Port St. Lucie, FL  
Bldg. # 30 , Unit 101  
Parcel ID # 3335-500-0177-000-4

RECEIVED  
JAN 27 2012

RECEIVED

JAN 27 2012

Re: Fountainview Plaza PUD Amendment

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

I was recently notified by Mr. Levenherz, President of Belmont Master Association, and then yesterday by a city of Port St. Lucie, that the owner of the Fountainview Plaza is seeking to amend the regulations.

When I was buying the condo at Belmont in 2005, the plans for the area across from my building were for a beautiful retail plaza. Later, I found out that offices/hotel/retail were in the plans. This type of construction, even though inconvenient, seemed likely to enhance the area services and help the local businesses.

The "amendment" that the developer is seeking now, in particular the addition of the residential units, will not be bringing any benefits to the area, but in fact, I worry it may lead to devastation. Since I bought the condo, my property value went down approximately 75%. I can not sell the property without an enormous loss, and my only recourse for now is to rent. For many years, the renting at Belmont was very unpredictable ( overbuilt area with many units available at the nearby developments), but last couple of years thing have stabilized a bit, even though the rent payments are low in comparison to the price paid for the property, and do not cover the mortgage and fees even close. The newly added residential units, if amendment passes, will be a direct competition to Belmont owners who rent, and there are many. If Belmont owners will have even more difficulties to rent than now, there will be a new wave of foreclosures, and property values will go further down ( to 0%???). Belmont owners who live in their condos, and who will not like the newly overcrowded, congested feel of the area, with taller apartment buildings "hanging over them", will be getting rid of the units at lower prices, or walk away from them. While construction would last for years, the potential tenants will stay away from our development since there are plenty of choices - I have never heard that there was a shortage of housing options in Port St. Lucie.

In addition, owning a unit in Bldg. # 30, I understand that a dumpster is planned across from my building. I simply object to anyone or anything who wants to spoil the air I breathe or the surrounding views. If the worst will happen and you will approve the amendment, are there not other ways, such as compactors? Also, based on preliminary plans, it seems that the pool is also planned across my building; thus, the noise level way above normal.

I am not the kind of person whose voice has to be constantly heard, but I feel crushed financially as is already by the purchase of the condo at Belmont, and so do many other homeowners at Belmont. The amendment will make all of our situations only worse, and I strongly object to it.

Sincerely,

  
Marina Zaks

1.26.2012

RECEIVED

JAN 26 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

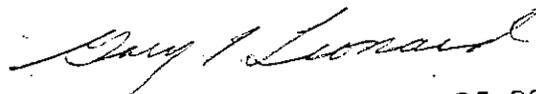
Gary T. Leonard  
2900 NE 20Th Ave  
Lighthouse Point, FL 33064

To Whom It May Concern

In Reference to Fountain Plaza PUD Admendment ( P11-140 )

I am a investor/owner at 122 SW Peacock Blvd. Bellmont II at St Lucie West unit 12-206 property Tax ID 3326-802-0145.000/0. I am located within the 300 feet of the property which the PUD admendment is sought. I will not be able to attend the public hearing held by the Planning and Zoning Board on February 7, 2012. I am totaly against this admendment for multifamily apartment buildings. The proposed addional appartments would affect potential tenants and would create a problem with over built housing in the area and would cause traffic problems for the Belmont residents. The Planned Unit DevelOpment (PUD) should remain commerical property not residential.

Respectfully submitted



Gary T. Leonard January 25, 2012

February 6, 2012

Attention: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment

City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

RECEIVED

FEB 06 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 154 SW Peacock Blvd., #103, Port St. Lucie, FL 34986

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand that there will be hearings on this according to City ordinances on February 7, February 27 and March 12th.

I would like you to consider my views on this Fountainview Plaza Site Plan. I am totally opposed to some of its aspects for the reasons that follow.

I understood that the PUD which comprises this project was enacted to provide only for commercial and retail activity on this site. Certain pleasant office structures of 2 story heights were constructed with attractive landscaping and parking areas to the far West of this project. Those buildings are attractive as is the restaurant at the end of the Fountainview Blvd.

The proposed attempt to obtain a variance or to amend the original PUD objective to allow for multifamily housing is offensive to me and should not be allowed. The PUD was well thought out by City Planners from the get go. This site should be retained for commercial activity and not residential high rises.

The County was confronted with a similar issue not long ago at PGA Village. The County saw fit to abandon a developer's attempt to add more housing units to their area. The City should do likewise.

This plan proposes to build 215 units of housing including three, fifty foot high structures. These buildings are directly across our Belmont property border. The height is well above that of our 2 story condominium buildings. The zoned height requirement is for 35 feet we believe. Three 50 foot apartment houses would unfavorably alter our landscape and force those of us whose second floor balconies are only 20 or so feet high to stare across a parking lot at an apartment house and

P11-140

item # 7(D)

be subject to the noise and lights of a building 25 yards from our border or less. Some of us left large urban areas in the North to have the benefits of light and air. We do not want to again stare at a neighbor less than 100 feet away and listen to the noises that would come from the activity of several hundred residents.

Additionally, the developers plan calls for a parking lot to be a buffer between our border and their proposed buildings. Two hundred and fifteen cars at a minimum coming around our small traffic circle is an environmental health and safety issue. Many drivers will surely cut through the Bob Evans and Gas Station lots creating the potential for accidents. School busses have a difficult enough time negotiating that circle and having more traffic is not a good idea in this dangerous entry and exit.

Furthermore, I do not want infectious dumpsters or noisy trash compactors placed immediately under our balconies as the plans provide. It is upsetting that with all the space in the plan that the dumpsters have been placed adjacent to The Belmont's border. Also, the tiny pool proposed is right near our border. With 215 units, that pool will be crowded and noisy. The placement they have in these plans is offensive to us as neighbors.

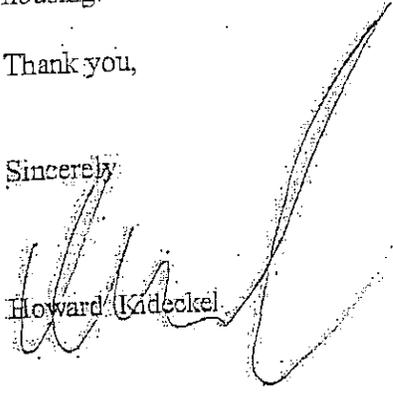
Finally, we need jobs in this country. We need jobs in Florida, in our County and in our City of Port St. Lucie. We do not need more residential units, especially multifamily units in a previously designated commercial PUD. There are so many vacancies in our area right now. What is the reasoning to allow another 215 apartments to be built here? It simply makes no sense. Let's keep this area for low rise office buildings similar to those built to the far West.

I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

Sincerely,

Howard Kideckel



P11-140  
Item # 7(D)

Date: 2/6/12

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment  
  
City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

RECEIVED  
FEB 08 2012  
PLANNING DEPARTMENT  
CITY OF ST. LUCIE, FL

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 116 SW Peacock Blvd., # 105 Port St. Lucie, FL 34986. Parcel ID: 3326-802-D101-000-0 and my telephone number is 772 871 1684

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand that there will be hearings on this according to City ordinances on February 7, February 27 and March 12th.

I would like you to consider my views on this Fountainview Plaza - Site Plan. I am totally opposed to some of its aspects for the reasons that follow.

I understood that the PUD which comprises this project was enacted to provide only for commercial and retail activity on this site. Certain pleasant office structures of 2 story heights were constructed with attractive landscaping and parking areas to the far West of this project. Those buildings are attractive. The restaurant at the end of the Fountainview Blvd stretch was also a pleasant addition.

The proposed attempt to obtain a variance or to amend the original PUD objective to allow for multifamily housing is offensive to me and should not be allowed. The PUD was well thought out by City Planners from the get go. It should be retained exclusively as a site for commercial activity and not residential high rises.

The County was confronted with a similar issue not long ago at PGA Village. The County saw fit to abandon a developers attempt to add more housing units to their area. The City should do the same.

This plan proposes to build 215 units of housing including three, fifty foot high structures. These buildings are directly across our Belmont property border. The height is well above that for our 2 story condominium buildings. The zoned height requirement is for 35 feet we believe. Three

50 foot apartment houses would unfavorably alter our landscape and force those of us whose second floor balconies are only 20 or so feet high to stare across a parking lot at an apartment house and be subject to the noise and lights of a building 25 yards from our border or less. Some of us left Manhattan to have the benefits of light and air. We do not want to again stare at a neighbor less than 100 feet away and listen to the noises that would come from the activity of several hundred residents.

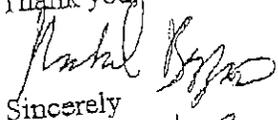
Additionally, the developers plan calls for a parking lot to be a buffer between our border and their proposed buildings. Two hundred and fifteen cars at a minimum coming around our small traffic circle is an environmental health and safety issue. Many drivers will surely cut through the Bob Evans lot and the Gas Station lot causing the potential for accidents. School busses have a hard enough time negotiating that circle and having more traffic is not a good idea in this dangerous entry and exit.

Furthermore, I do not want smelly dumpsters or noisy trash compactors placed right under our balconies as the plans provide. It is upsetting that with all the space in the plan that the dumpsters have been placed right near The Belmont's border. Also, the tiny pool proposed is right near our border. With 215 units, that pool will be crowded and noisy. The placement they have in these plans is offensive to us as neighbors.

Finally, we need jobs in this country. We need jobs in Florida, in our County and in our City of Port St. Lucie. We do not need more residential units, especially multifamily units in a previously designated commercial PUD. There are so many vacancies in our area right now. Why allow another 215 apartments to be built here? It simply makes no sense. Let's keep this area for low rise office buildings like the ones built to the far West.

I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,



Sincerely

Michael Bazzano

Date: Feb. 6, 2012

P11-140  
item # 7 (D)

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment  
  
City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

RECEIVED  
FEB 06 2012  
CITY OF PORT ST. LUCIE, FL

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 120 SW Peacock Blvd., # 105, Port St. Lucie, FL 34986. Parcel ID: 332680201250004 and my telephone number is (772) 879-0390

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand that there will be hearings on this according to City ordinances on February 7, February 27 and March 12th.

I would like you to consider my views on this Fountainview Plaza - Site Plan. I am totally opposed to some of its aspects for the reasons that follow.

I understood that the PUD which comprises this project was enacted to provide only for commercial and retail activity on this site. Certain pleasant office structures of 2 story heights were constructed with attractive landscaping and parking areas to the far West of this project. Those buildings are attractive. The restaurant at the end of the Fountainview Blvd stretch was also a pleasant addition.

The proposed attempt to obtain a variance or to amend the original PUD objective to allow for multifamily housing is offensive to me and should not be allowed. The PUD was well thought out by City Planners from the get go. It should be retained exclusively as a site for commercial activity and not residential high rises.

The County was confronted with a similar issue not long ago at PGA Village. The County saw fit to abandon a developers attempt to add more housing units to their area. The City should do the same.

This plan proposes to build 215 units of housing including three, fifty foot high structures. These buildings are directly across our Belmont property border. The height is well above that for our 2 story condominium buildings. The zoned height requirement is for 35 feet we believe. Three

50 foot apartment houses would unfavorably alter our landscape and force those of us whose second floor balconies are only 20 or so feet high to stare across a parking lot at an apartment house and be subject to the noise and lights of a building 25 yards from our border or less. Some of us left Manhattan to have the benefits of light and air. We do not want to again stare at a neighbor less than 100 feet away and listen to the noises that would come from the activity of several hundred residents.

Additionally, the developers plan calls for a parking lot to be a buffer between our border and their proposed buildings. Two hundred and fifteen cars at a minimum coming around our small traffic circle is an environmental health and safety issue. Many drivers will surely cut through the Bob Evans lot and the Gas Station lot causing the potential for accidents. School busses have a hard enough time negotiating that circle and having more traffic is not a good idea in this dangerous entry and exit.

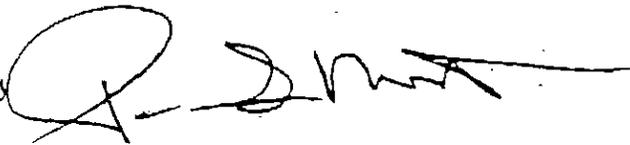
Furthermore, I do not want smelly dumpsters or noisy trash compactors placed right under our balconies as the plans provide. It is upsetting that with all the space in the plan that the dumpsters have been placed right near The Belmont's border. Also, the tiny pool proposed is right near our border. With 215 units, that pool will be crowded and noisy. The placement they have in these plans is offensive to us as neighbors.

Finally, we need jobs in this country. We need jobs in Florida, in our County and in our City of Port St. Lucie. We do not need more residential units, especially multifamily units in a previously designated commercial PUD. There are so many vacancies in our area right now. Why allow another 215 apartments to be built here? It simply makes no sense. Let's keep this area for low rise office buildings like the ones built to the far West.

I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

Sincerely,

A handwritten signature in black ink, appearing to be "A. J. [unclear]", written over the word "Sincerely".

P11-140  
Item # 7(D)

Date: February 6, 2012

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place PUD Amendment  
City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

RECEIVED  
FEB 06 2012  
CITY OF ST. LUCIE

To The City Officials:

I am an Owner at The Belmont at St. Lucie West. My property address is 15-204 SW Peacock Blvd. Port St. Lucie, FL 34986. Parcel ID: 6626-802-0179-000-7 and my telephone number is 904-403-9628.

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand that there will be hearings on this according to City ordinances on February 7, February 27 and March 12th.

I would like you to consider my views on this Fountainview Plaza - Site Plan. I am totally opposed to some of its aspects for the reasons that follow.

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Finally, we need jobs in this country. We need jobs in Florida, in our County and in our City of Port St. Lucie. We do not need more residential units, especially multifamily units in a previously designated commercial PUD. There are so many vacancies in our area right now. Why allow another 215 apartments to be built here? It simply makes no sense. Let's keep this area for low rise office buildings like the ones built to the far West.

I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you.

Sincerely,



Tracie L. McMillian

P11-140  
item # 7(D)

Date: February 6, 2012

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment  
  
City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

RECEIVED

FEB 06 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 152 SW Peacock Blvd., # 27-201 Port St. Lucie, FL 34986. Parcel ID: 3335-500-0146-000-8 and my telephone number is 516-924-8703

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand that there will be hearings on this according to City ordinances on February 7, February 27 and March 12th.

I would like you to consider my views on this Fountainview Plaza - Site Plan. I am totally opposed to some of its aspects for the reasons that follow.

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The proposed attempt to obtain a variance or to amend the original PUD objective to allow for multifamily housing is offensive to me and should not be allowed. The PUD was well thought out by City Planners from the get go. It should be retained exclusively as a site for commercial activity and not residential high rises.

The County was confronted with a similar issue not long ago at PGA Village. The County saw fit to abandon a developers attempt to add more housing units to their area. The City should do the same.

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2 story condominium buildings. The zoned height requirement is for 35 feet we believe. Three 50 foot apartment houses would unfavorably alter our landscape and force those of us whose second floor balconies are only 20 or so feet high to stare across a parking lot at an apartment house and be subject to the noise and lights of a building 25 yards from our border or less. Some of us left Manhattan to have the benefits of light and air. We do not want to again stare at a neighbor less than 100 feet away and listen to the noises that would come from the activity of several hundred residents.

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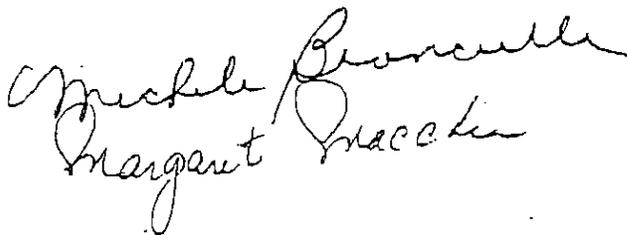
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I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

Sincerely,  
Michele Bianculli  
Margaret Macchia

Handwritten signatures of Michele Bianculli and Margaret Macchia. The signature of Michele Bianculli is written in a cursive style, and the signature of Margaret Macchia is also in cursive, appearing below the first signature.

P11-140  
Item # 7(D)

Date: 2/3/12

RECEIVED

FEB 03 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment

City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 150 SW Peacock Blvd., # 201, Port St. Lucie, FL 34986. Parcel ID: 3335-500-0134-000-1 and my telephone number is (518) 496-7498.

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

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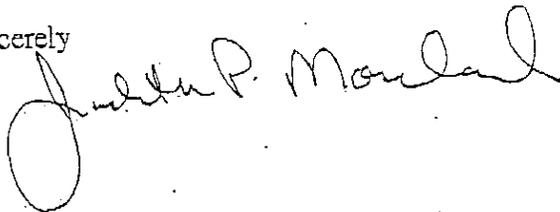
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I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

Sincerely

A handwritten signature in cursive script, appearing to read "Judith P. Moulton". The signature is written in dark ink and is positioned below the word "Sincerely".

P11-140

Item # 7(D)

Date: 2-3-12

To: Katherine H. Humress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment

City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

RECEIVED

FEB 03 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 140 SW Peacock Blvd., #21-203 Port St. Lucie, FL 34986. Parcel ID: 3335-500-0076-000-6 and my telephone number is 917-346-3733.

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand that there will be hearings on this according to City ordinances on February 7, February 27 and March 12th.

I would like you to consider my views on this Fountainview Plaza - Site Plan. I am totally opposed to some of its aspects for the reasons that follow.

I understood that the PUD which comprises this project was enacted to provide only for commercial and retail activity on this site. Certain pleasant office structures of 2 story heights were constructed with attractive landscaping and parking areas to the far West of this project. Those buildings are attractive. The restaurant at the end of the Fountainview Blvd stretch was also a pleasant addition.

The proposed attempt to obtain a variance or to amend the original PUD objective to allow for multifamily housing is offensive to me and should not be allowed. The PUD was well thought out by City Planners from the get go. It should be retained exclusively as a site for commercial activity and not residential high rises.

The County was confronted with a similar issue not long ago at PGA Village. The County saw fit to abandon a developers attempt to add more housing units to their area. The City should do the same.

This plan proposes to build 215 units of housing including three, fifty foot high structures. These buildings are directly across our Belmont property border. The height is well above that for our 2 story condominium buildings. The zoned height requirement is for 35 feet we believe. Three

50 foot apartment houses would unfavorably alter our landscape and force those of us whose second floor balconies are only 20 or so feet high to stare across a parking lot at an apartment house and be subject to the noise and lights of a building 25 yards from our border or less. Some of us left Manhattan to have the benefits of light and air. We do not want to again stare at a neighbor less than 100 feet away and listen to the noises that would come from the activity of several hundred residents.

Additionally, the developers plan calls for a parking lot to be a buffer between our border and their proposed buildings. Two hundred and fifteen cars at a minimum coming around our small traffic circle is an environmental health and safety issue. Many drivers will surely cut through the Bob Evans lot and the Gas Station lot causing the potential for accidents. School busses have a hard enough time negotiating that circle and having more traffic is not a good idea in this dangerous entry and exit.

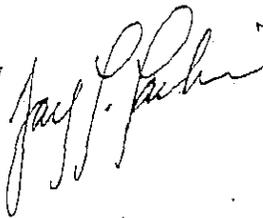
Furthermore, I do not want smelly dumpsters or noisy trash compactors placed right under our balconies as the plans provide. It is upsetting that with all the space in the plan that the dumpsters have been placed right near The Belmont's border. Also, the tiny pool proposed is right near our border. With 215 units, that pool will be crowded and noisy. The placement they have in these plans is offensive to us as neighbors.

Finally, we need jobs in this country. We need jobs in Florida, in our County and in our City of Port St. Lucie. We do not need more residential units, especially multifamily units in a previously designated commercial PUD. There are so many vacancies in our area right now. Why allow another 215 apartments to be built here? It simply makes no sense. Let's keep this area for low rise office buildings like the ones built to the far West.

I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

Sincerely

A handwritten signature in black ink, appearing to read "Jay J. Fisher". The signature is written in a cursive style with a large, prominent initial "J".

Date: 2/6/12

P11-140  
item # 7 (D)

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment

City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

RECEIVED

FEB 06 2012

PLANNING DEPARTMENT  
CITY OF PORT-ST-LUCIE, FL

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 152 SW Peacock Blvd., # 207, Port St. Lucie, FL 34986. Parcel ID: 3335-500-0152-000-3 and my telephone number is 772-828-9408.

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand that there will be hearings on this according to City ordinances on February 7, February 27 and March 12th.

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50 foot apartment houses would unfavorably alter our landscape and force those of us whose second floor balconies are only 20 or so feet high to stare across a parking lot at an apartment house and be subject to the noise and lights of a building 25 yards from our border or less. Some of us left Manhattan to have the benefits of light and air. We do not want to again stare at a neighbor less than 100 feet away and listen to the noises that would come from the activity of several hundred residents.

Additionally, the developers plan calls for a parking lot to be a buffer between our border and their proposed buildings. Two hundred and fifteen cars at a minimum coming around our small traffic circle is an environmental health and safety issue. Many drivers will surely cut through the Bob Evans lot and the Gas Station lot causing the potential for accidents. School busses have a hard enough time negotiating that circle and having more traffic is not a good idea in this dangerous entry and exit.

Furthermore, I do not want smelly dumpsters or noisy trash compactors placed right under our balconies as the plans provide. It is upsetting that with all the space in the plan that the dumpsters have been placed right near The Belmont's border. Also, the tiny pool proposed is right near our border. With 215 units, that pool will be crowded and noisy. The placement they have in these plans is offensive to us as neighbors.

Finally, we need jobs in this country. We need jobs in Florida, in our County and in our City of Port St. Lucie. We do not need more residential units, especially multifamily units in a previously designated commercial PUD. There are so many vacancies in our area right now. Why allow another 215 apartments to be built here? It simply makes no sense. Let's keep this area for low rise office buildings like the ones built to the far West.

I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

X Elena Dymova

Elena Dymova

Sincerely

2/06/2012 14:59

P11-140  
item # 7(D)Date: 2/6/12

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment

City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984.

RECEIVED

FEB 06 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

To The City Officials:

I am an Owner at The Belmont at St. Lucie West. My address is 124 SW Peacock Blvd., # 13. Port St. Lucie, FL 34986. Parcel ID: 3325-802-0156-000/0 and my telephone number is 561-603-5739.

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand that there will be hearings on this according to City ordinances on February 7, February 27 and March 12th.

I would like you to consider my views on this Fountainview Plaza - Site Plan. I am vehemently opposed to some of its aspects for the reasons that follow.

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The proposed attempt to obtain a variance or to amend the original PUD objective to allow for multifamily housing is offensive to me and should not be allowed. The PUD was well thought out by City Planners from the get go. It should be retained exclusively as a site for commercial activity and not residential high rises.

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allowance of Three 50 foot apartment houses would unfavorably alter our landscape and force those of us whose second floor balconies are only 20 or so feet high to stare across a parking lot at an apartment buildings and be subject to the noise and lights of a building 25 yards from our border or less. We do not want to again stare at large buildings than 100 feet away and listen to the noises that would come from the activity of several hundred residents.

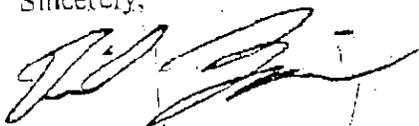
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Furthermore, I do not want smelly dumpsters or noisy trash compactors placed right under our balconies as the plans provide. It is upsetting that with all the space in the plan that the dumpsters have been placed right near The Belmont's border. Also, the tiny pool proposed is right near our border. With 215 units, that pool will be crowded and noisy. The placement they have in these plans is offensive to us as neighbors.

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I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Sincerely,



David Zigerman

ITC# 7(D)  
P11-140

RECEIVED

FEB 06 2012

PLANNING DEPT.  
CITY OF PORT ST...

Date: February 6, 2012

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment

City of St. Lucie Planning and Zoning Department  
And City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 156 SW Peacock Blvd., # 29-205, Port St. Lucie, FL 34986. Parcel ID: 3335-500-0174-000-3 and my telephone number is 914-907-0319.

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand that there will be hearings on this according to City ordinances on February 7, February 27 and March 12th.

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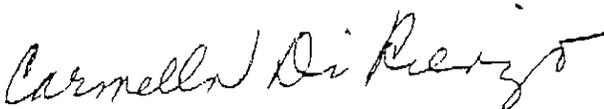
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I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you.

Sincerely,



Carmella DiRienzo  
Owner, Belmont at St Lucie West  
156 SW Peacock Blvd  
Port St Lucie, Florida 34986

914-907-0319

Katherine Huntress

From: Pampimaman. [pampimaman@hotmail.com]  
 Sent: Monday, February 06, 2012 4:31 PM  
 To: Katherine Huntress  
 Subject: The Belmont - unit # 130-16-103

Law 7(D)

P11-140

Date: 02-6-2012

To: Katherine H. Huntress,  
 Project Coordinator for P11-140  
 The Fountainview Place-PUD Amendment

City of St. Lucie Planning and Zoning Department  
 and  
 City Council Members  
 121 SW Port St. Lucie Boulevard  
 Port St. Lucie, FL 34984

RECEIVED  
 FEB 06 2012  
 PLANNING DEPARTMENT  
 CITY OF PORT ST. LUCIE

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 130 SW Peacock Blvd., # 16-103. Port St. Lucie, FL 34986. Parcel ID: 3335-500-0003-000-4 and my telephone number is (561) 703-8230.

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand that there will be hearings on this according to City ordinances on February 7, February 27 and March 12th.

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I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

Sincerely

Jeanne Marie Botet de Lacaze

Date: 02/06/12

(Hew)  
100 P11-140

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment

RECEIVED  
FEB 07 2012  
PLANNING DEPARTMENT  
CITY OF PORT ST LUCIE

City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 160 SW Peacock Blvd., Bldg.# 31, apt.#204. Port St. Lucie, FL 34986. Parcel # 3335 500 0199 000 4 and my telephone number is 772-344-7370.

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand that there will be hearings on this according to City ordinances on February 7, February 27 and March 12th.

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50 foot apartment houses would unfavorably alter our landscape and force those of us whose second floor balconies are only 20 or so feet high to stare across a parking lot at an apartment house and be subject to the noise and lights of a building 25 yards from our border or less. Some of us left Manhattan to have the benefits of light and air. We do not want to again stare at a neighbor less than 100 feet away and listen to the noises that would come from the activity of several hundred residents.

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I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

Sincerely,  
Mr. & Mrs. Richard Sewell

Date: February 6, 2012

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment

City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

RECEIVED  
FEB 07 2012  
PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE FL

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 156 SW Peacock Blvd., # 204, Port St. Lucie, FL 34986. Parcel ID: 3335-500-0173-000-6 and my telephone number is 317-414-5999.

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

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Item # 7(D)  
PD-140

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I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

Sincerely,  
David H. Werkley

Date: Feb. 6, 2012

To: Katherine H. Huntress, / fax # (772) - 871-5124  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment

City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

100  
7(D)  
P11-140

RECEIVED  
FEB 07 2012  
PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 158 SW Peacock Blvd., # 101 Port St. Lucie, FL 34986. Parcel ID: 3335-500-0177-4 and my telephone number is (732) 682-0047 / MARINA ZAKS

Bldg # 30

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

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Thank you,

Sincerely

February 7, 2012

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place PUD Amendment  
  
City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

item # 7(D)  
P11-140  
RECEIVED  
FEB 07 2012  
PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE

To The City Officials:

I am an Owner at The Belmont at St. Lucie West. My address is 114 SW Peacock Blvd., # 8-205 Port St. Lucie, FL 34986. Parcel ID: 332660200940007 and my telephone number is 989-615-2120 (cell) 989-775-5521 (home)

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand that there will be hearings on this according to City ordinances on February 7, February 27 and March 12th.

I would like you to consider my views on this Fountainview Plaza - Site Plan. I am totally opposed to some of its aspects for the reasons that follow.

I understood that the PUD which comprises this project was enacted to provide only for commercial and retail activity on this site. Certain pleasant office structures of 2-story heights were constructed with attractive landscaping and parking areas to the far West of this project. Those buildings are attractive. The restaurant at the end of the Fountainview Blvd stretch was also a pleasant addition.

The proposed attempt to obtain a variance or to amend the original PUD objective to allow for multifamily housing is not in the best interest of the City, the Belmont neighbors or anyone else other than the developer. The PUD was well thought out by City Planners from the get go. It should be retained exclusively as a site for commercial activity and not residential high rises.

The County was confronted with a similar issue not long ago at PGA Village. The County saw fit to abandon a developers attempt to add more housing units to their area. We strongly urge the City to do the same.

This plan proposes to build 215 units of housing including three, fifty foot high structures. These buildings are directly across our Belmont property border. The height is well above that for our 2 story condominium buildings. The zoned height requirement is for 35 feet we believe. Three

50 foot apartment houses would unfavorably alter our landscape and force those of us whose second floor balconies are only 20 or so feet high to stare across a parking lot at an apartment house and be subject to the noise and lights of a building 25 yards from our border or less. Some of us left Manhattan to have the benefits of light and air. Much consideration should be given to Belmont owners being forced to again stare at a neighbor less than 100 feet away and listen to the major noise pollution that would come from the activity of several hundred apartment dwellers who frequently behave differently than home or condo owners.

Additionally, the developers plan calls for a parking lot to be a buffer between our border and their proposed buildings. Two hundred and fifteen cars at a minimum entering and exiting the small traffic circle is an environmental health and safety issue. Many drivers will surely cut through the Bob Evans lot and the Gas Station lot causing the potential for accidents. School busses have a hard enough time negotiating that circle and having more traffic is not a good idea in this dangerous entry and exit.

Furthermore, I believe it unconscionable that City planners would consider allowing smelly dumpsters or noisy trash compactors placed right under our balconies as the plans provide. Surely, placement at the Belmont's border should not be allowed. Once again, the tiny pool proposed is right near our border. With 215 units, that pool will be crowded; noise pollution will abound and will destroy the atmosphere of the adjoining residents of the City.

Finally, we need jobs in this country. We need jobs in Florida, in our County and in our City of Port St. Lucie. We do not need more residential units, especially multifamily units in a previously designated commercial PUD. There are so many vacancies in our area right now. Why allow another 215 apartments to be built here? It simply makes no sense. Let's keep this area for low rise office buildings like the ones built to the far West.

I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

Sincerely

*Jeff & Karen Humm*

Date: 02/05/2012

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment  
  
City of St. Lucie Planning and Zoning Department  
And  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

To The City Officials:

I am an Owner at The Belmont at St. Lucie West. My address is 114 SW Peacock Blvd., # 207 Port St. Lucie, FL 34986. Parcel ID: 3326-802-0096-000-1 and my telephone number is 772-528-9775.

I recently received notice of hearings to be held on a proposal P11-140 to develop land in a PUD directly to the West of our property at The Belmont.

I understand that there will be hearings on this according to City ordinances on February 7, February 27 and March 12th.

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I understood that the PUD which comprises this project was enacted to provide only for commercial and retail activity on this site. Certain pleasant office structures of 2 story heights were constructed with attractive landscaping and parking areas to the far West of this project. Those buildings are attractive. The restaurant at the end of the Fountainview Blvd stretch was also a pleasant addition.

The proposed attempt to obtain a variance or to amend the original PUD objective to allow for multifamily housing is offensive to me and should not be allowed. The PUD was well thought out by City Planners from the get go. It should be retained exclusively as a site for commercial activity and not residential high rises.

The County was confronted with a similar issue not long ago at PGA Village. The County saw fit to abandon a developers attempt to add more housing units to their area. The City should do the same.

This plan proposes to build 215 units of housing including three, fifty foot high structures. These buildings are directly across our Belmont property border. The height is well above that for our 2 story condominium buildings. The zoned height requirement is for 35 feet we believe. Three

50 foot apartment houses would unfavorably alter our landscape and force those of us whose second floor balconies are only 20 or so feet high to stare across a parking lot at an apartment house and be subject to the noise and lights of a building 25 yards from our border or less. Some of us left Manhattan to have the benefits of light and air. We do not want to again stare at a neighbor less than 100 feet away and listen to the noises that would come from the activity of several hundred residents.

Additionally, the developers plan calls for a parking lot to be a buffer between our border and their proposed buildings. Two hundred and fifteen cars at a minimum coming around our small traffic circle is an environmental health and safety issue. Many drivers will surely cut through the Bob Evans lot and the Gas Station lot causing the potential for accidents. School busses have a hard enough time negotiating that circle and having more traffic is not a good idea in this dangerous entry and exit.

Furthermore, I do not want smelly dumpsters or noisy trash compactors placed right under our balconies as the plans provide. It is upsetting that with all the space in the plan that the dumpsters have been placed right near The Belmont's border. Also, the tiny pool proposed is right near our border. With 215 units, that pool will be crowded and noisy. The placement they have in these plans is offensive to us as neighbors.

Finally, we need jobs in this country. We need jobs in Florida, in our County and in our City of Port St. Lucie. We do not need more residential units, especially multifamily units in a previously designated commercial PUD. There are so many vacancies in our area right now. Why allow another 215 apartments to be built here? It simply makes no sense. Let's keep this area for low rise office buildings like the ones built to the far West.

I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

*Demetrius Approumalis*

Vanco Internationale LLC

Sincerely

Date: 2.6.2012

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment  
  
City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 118 SW Peacock Blvd., # 102. Port St. Lucie, FL 34986. Parcel ID: 3326-80201100005 and my telephone number is 561-703-8230

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Finally, we need jobs in this country. We need jobs in Florida, in our County and in our City of Port St. Lucie. We do not need more residential units, especially multifamily units in a previously designated commercial PUD. There are so many vacancies in our area right now. Why allow another 215 apartments to be built here? It simply makes no sense. Let's keep this area for low rise office buildings like the ones built to the far West.

I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

A handwritten signature in black ink, appearing to be 'J. Bell', written over the word 'Sincerely'.

Sincerely

Date: 2/6/12

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment

City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 122 SW Peacock Blvd., #12-102 Port St. Lucie, FL 34986. Parcel ID: \_\_\_\_\_ and my telephone number is 609-517-7827

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Thank you,

*Marc A. Cator*

Sincerely



Date: February 6, 2012

To: Katherine H. Huntress,  
Project Coordinator for P11-140  
The Fountainview Place-PUD Amendment

City of St. Lucie Planning and Zoning Department  
and  
City Council Members  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

To The City Officials:

I am an Owner/Resident at The Belmont at St. Lucie West. My address is 152 SW Peacock Blvd., # 103 Port St. Lucie, FL 34986. Parcel ID:  
3335-500-0143-000-7.

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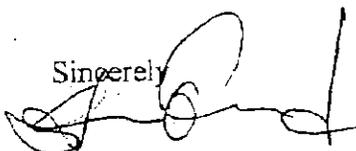
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I am strongly opposed to amending the requirements of this PUD to allow for multifamily housing.

Thank you,

Sincerely,

A handwritten signature in black ink, appearing to read "Steven Oland", written over the word "Sincerely".

Steven Oland