

A RESOLUTION GRANTING A SPECIAL EXCEPTION USE FOR A RECREATIONAL AMUSEMENT FACILITY (MARTIAL ARTS STUDIO) IN CG (GENERAL COMMERCIAL) ZONING DISTRICT PER SECTION 158.124 (C) (16) FOR DEPOT PLAZA , LEGALLY DESCRIBED AS PARCEL C, ST. LUCIE WEST PLAT 165 (P12-042); PROVIDING AN EFFECTIVE DATE:

WHEREAS, the City of Port St. Lucie, Florida, has been requested by NOI Enterprises Corporation, James Desantis, Craig Breslauer, John Schilero and CJB-DP, LLC, to grant a special exception use to allow a 1,200 sq. ft. recreational amusement facility (martial arts studio), located at 133 SW Cashmere Blvd., west of Cashmere Blvd., and south of St. Lucie West Blvd., per 158.124 (C) (16) of the zoning code; and legally described as Parcel C, St. Lucie West Plat 165; and

WHEREAS, the City Council determines that the granting of this special exception use is authorized by Section 158.255, et seq., Section 158.124 (C) (16), Code of Ordinances, City of Port St. Lucie, and further, that the granting of this special exception use will not adversely affect the public interest; and

WHEREAS, the subject application has been reviewed in accordance with Section 158.260, and meets the special exception use requirements as stipulated; and

WHEREAS, on May 1, 2012, the Planning and Zoning Board unanimously recommended approval of the Special Exception Use of the proposed martial arts studio (P12-042); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

Section 1. That the City of Port St. Lucie hereby grants a special exception use to NOI Enterprises Corporation, James Desantis, Craig Breslauer, John Schilero and CJB-DP, LLC, the owners, to allow a 1,200 sq. ft. recreational amusement facility (martial arts studio) in CG (General Commercial) zoning district, pursuant to Section 158.255, et seq., and Section 158.124 (C) (16), Code

Resolution No. 12-R50

the conceptual plan which is hereby formally adopted and attached as Exhibit 'A', to be located at 133 SW Cashmere Blvd., west of Cashmere Blvd., and south of St. Lucie West Blvd., and legally described as Parcel C, St. Lucie West Plat 165.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 29TH day of MAY, 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



City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: PLANNING AND ZONING BOARD - MEETING OF MAY 1, 2012

FROM: THRESIAMMA KURUVILLA, PLANNER *TK*

RE: SPECIAL EXCEPTION USE APPLICATION (PROJECT NO. P12-042)
KYOKUYAMA DOJO-MARTIAL ARTS STUDIO
DEPOT PLAZA AT ST. LUCIE WEST

DATE: APRIL 20, 2012

OWNER: NOI Enterprises Corporation, James Desantis, Craig Breslauer, John Schilero and CJB-DP, LLC.

APPLICANT: Desantis Commercial, Inc. is acting as the agent. Authorization letters are attached. Kyokuyama Dojo of NICOM Consultants, Inc. is the applicant. Authorization letter from Desantis Commercial, Inc. is also attached.

LOCATION: 133 SW Cashmere Blvd., west of Cashmere Blvd. and south of St. Lucie West Blvd.

LEGAL DESCRIPTION: Parcel C, St. Lucie West Plat 165

SIZE: 0.96 acres

EXISTING ZONING: CG (General Commercial) zoning

EXISTING USE: Office/retail building

PROPOSED USE: Recreational Amusement Facility (martial arts studio)

REQUESTED SPECIAL EXCEPTION: To allow a recreational amusement facility (martial arts studio) in the CG (General Commercial) zoning, as permitted per §158.124 (C) (16).

SURROUNDING USES: North = and CG (General Commercial) zoning, Valero gas station and Home Depot; South = PUD (Planned Unit Development) zoning, Lake

Forest community (single family houses); East = CG (General Commercial) zoning, Home Depot; West = CG/ SEU (General Commercial zoning/Special Exception Use) Albertson shopping plaza.

IMPACTS AND FINDINGS:

Evaluation of Special Exception Criteria (Section 158.260)

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

Applicant: "The present parking and ingress and egress is already established by shopping center. Working hours are from 5:00 to 9:00 p.m. on weekdays and will not conflict with neighboring business."

Staff: The proposed location for the recreational amusement facility (martial arts studio), is in Depot Plaza, which has already been constructed. The site plan for Depot Plaza (P03-182) was approved by City Council on July 14, 2003 for office/retail use. The main entrance is from Cashmere Blvd. This being an outparcel of Home Depot, this building is connected to internal roads of Home Depot. Hence it should be adequate to handle the traffic generated by the martial arts studio.

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

Applicant: "The parking area is off street and has been in effect for over eight years."

Staff: Depot Plaza has a total of 8,000 sq. ft. of office/retail space. For office/retail area, one space per 200 sq. ft. is required as per §158.221 (C) (13) of the City's Code and the total required and provided are 40 including 2 handicapped parking spaces (see the site plan-Exhibit A). The total square footage for the unit allotted to recreational amusement facility (martial arts studio) is 1,200, and the required parking is 6. The authorization letter from Desantis Commercial, Inc. states that the new tenant has been assigned 6 parking spaces for tenant's sole use.

§158.221 (D) Combined Off-Street Parking allows for sharing parking area when it is found that the hours of operation do not overlap. The other business in this shopping center is Safari Kids, Body waxing salon, Cleaners, Domino's Pizza and Subway. According to the application submitted by the applicant, the recreational amusement facility (martial arts studio) will operate on weekdays from 5:00 to 9:00 p.m. To ensure there aren't any conflicts with any adjacent business owner that may be operating after hours, or on weekends, the

recreational amusement facility (martial arts studio) is required to only use the established parking spaces on the site.

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

Applicant: "Site is already served by existing utilities, and no additional capacity will be required."

Staff: This property is connected to St. Lucie West Services District's water and sewer and no additional capacity will be required for the proposed special exception use.

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

Applicant: "Buffering already established with concrete wall."

Staff: The applicant's response adequately addresses this criterion. There is an 8' high wall facing Lake Forest residential community. No additional buffering is required. The applicant states that all activities are indoors. The proposed recreational amusement facility (martial arts studio) is only 15% of the total building area. The perimeter trees are in good condition.

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

Applicant: "There is an existing monument sign on the property. Martial arts will be allowed by the owner to place their own sign after receiving the approval".

Staff: The site is developed and if the applicant needs their own sign, it has to be approved by the Bayshore Management and St. Lucie West's Architectural Committee. The placement of any additional light poles will require a site plan amendment.

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

Applicant: "There will be no change in the adjoining properties and no change in the external structure of building and no change in landscape."

Staff: The proposed use will not require any additional yard or open space. The applicant's response adequately addresses this criterion.

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

Applicant: "The martial arts studio will teach and train students in a healthy setting".

Staff: The proposed Special Exception Use recreational amusement facility (martial arts studio) is permitted as defined by §158.124 (C) (16) CG (General Commercial) zoning district, and should conform to all provisions of the City's Land Development Regulations.

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

Applicant: "The martial arts studio is considered as an improvement to health and will be an asset to the residents of Port St. Lucie".

Staff: The proposed use is for the operation of a recreational amusement facility (martial arts studio) for the kids. The applicant states "the kids can learn self defense, healthy competition and helps mental, physical and spiritual development of the kids". This facility should not impair the health, safety, welfare, or convenience of residents and workers in the City.

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

Applicant: "The class size will not impair nor create a problem in parking and is a healthy type of business. Expects maximum 8-10 students in a class at one time. The unit being leased is only 1,200 sq. ft. of 8,000 sq. ft. building and most of the students will be dropped off and picked up by the parents".

Staff: The applicant states in the application that the operation of the dance and acrobatic school will operate on evenings from 3.30-9.00 p.m., and would be conducted inside the existing building. The maximum strength is 8-10 kids in a class at one time, and training hours are staggered. The martial arts studio is required to only use the established parking spaces on the site. Therefore, the proposed use should not constitute a nuisance or hazard.

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

Applicant: "This proposal of use may be considered as a health purpose and creates no fumes or any adverse condition to the other tenants of the building or adjacent property owners or tenants".

Staff: This site is already developed, and the proposal will only be changing the interior of one unit on the east end of the shopping plaza to create the recreational amusement facility (martial arts studio). This site is located in a significant commercial area within the City, and is surrounded by other commercial business establishments on all three sides except Lake Forest residential community on the south. There is a 8' high wall separating the shopping center and residential area. Hence staff feels that it should be compatible with the site itself, as well as with the adjacent properties.

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

The applicant has acknowledged this section. The applicant has to apply for a change of use application with the Building Department.

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

The applicant has acknowledged this section.

Compatibility with special exception criteria: §158.124 (C) (16): "Special Exception Uses" allows recreational amusement facility. The applicant will be converting one unit of the office/retail building into a martial arts studio with approximately 1,200 square feet area. This application is compatible with all zoning requirements for the Special Exception Use in CG (General Commercial) zoning.

Similar Other Projects:

1. A special exception use for Parkway Plaza-Technical/Vocational school (P07-103) in the CG (General Commercial) zoning was approved by the City Council on June 25, 2007 as per Resolution 07-R53.

2. Treasure Coast Speedway (P09-079) was approved for a special exception use of a recreation instruction school on property zoned WI (Warehouse Industrial). Resolution 09-R121 was approved by City Council on September 28, 2009.

3. A special exception use for East Port Plaza-Technical/Vocational school (P10-083) in the CG (General Commercial) zoning was approved by the City Council on September 27, 2010 as per Resolution 10-R66.

4. A Special Exception Use for a Fine Arts Studio-Drummers Only Drum Shop (P11-013) in the WI (Warehouse Industrial) zoning was approved by the City Council on April 25, 2011, as per Resolution 11-R21.

5. A Special Exception Use for Sidekick Martial Arts Training School (P11-062) in the WI (Warehouse Industrial) zoning was approved by the City Council on July 11, 2011 as per Resolution 11-R42.

6. A Special Exception Use for an Indoor Volleyball School (P11-089) in the WI (Warehouse Industrial) zoning was approved by the City Council on September 26, 2011 as per Resolution 11-R21.

Notice to Property Owners: A notice has been sent to all neighbors within a 300 foot radius.

STAFF RECOMMENDATION:

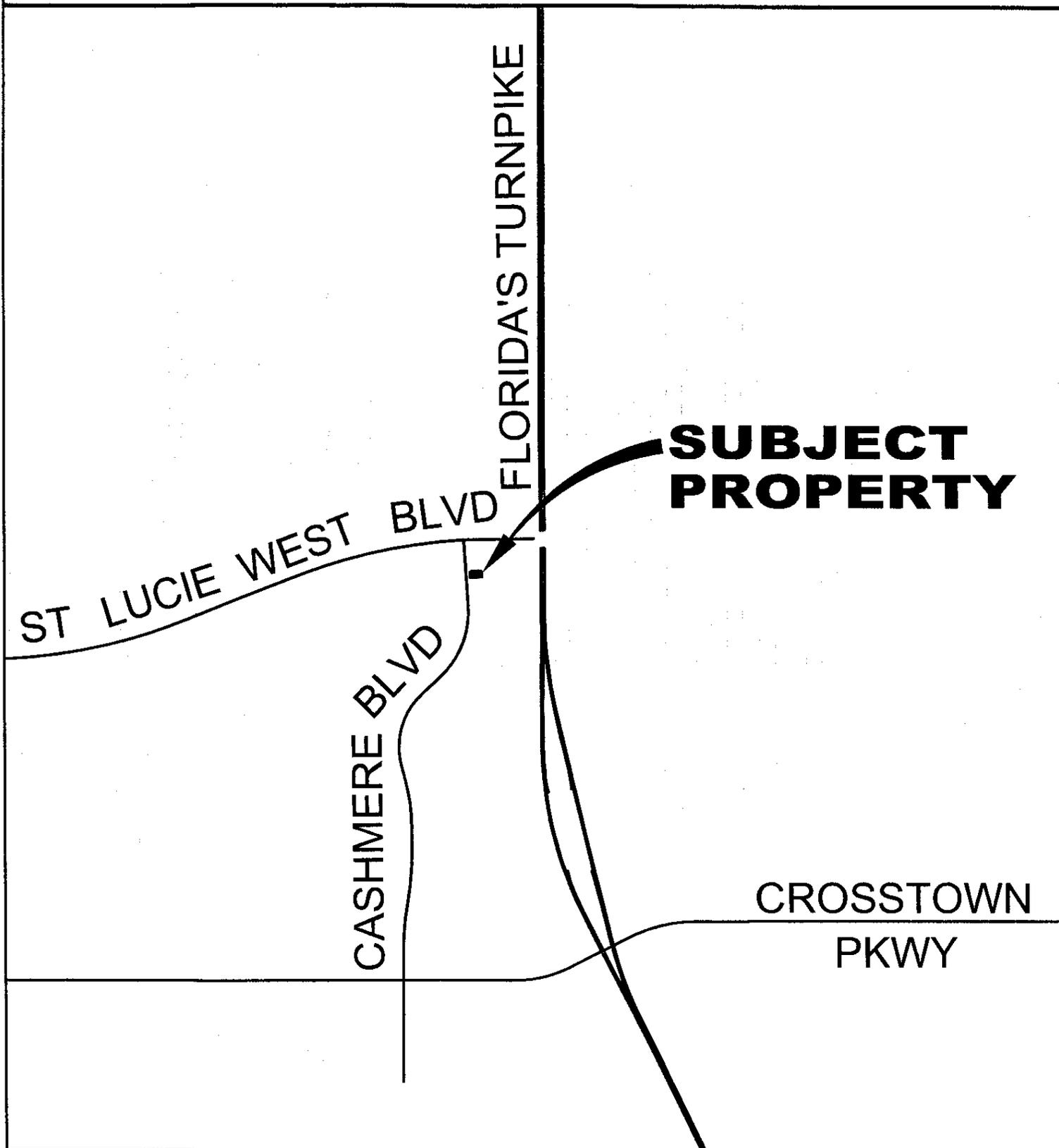
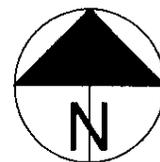
The Planning and Zoning Department staff finds the request to be consistent with special exception criteria as stipulated in Section 158.260 of the Zoning Code and recommends approval.

Planning and Zoning Board Action Options:

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

*Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

SITE LOCATION



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT

PZ 2012.DWG

SPECIAL EXCEPTION USE
PARCEL "C"
ST LUCIE WEST PLAT 165

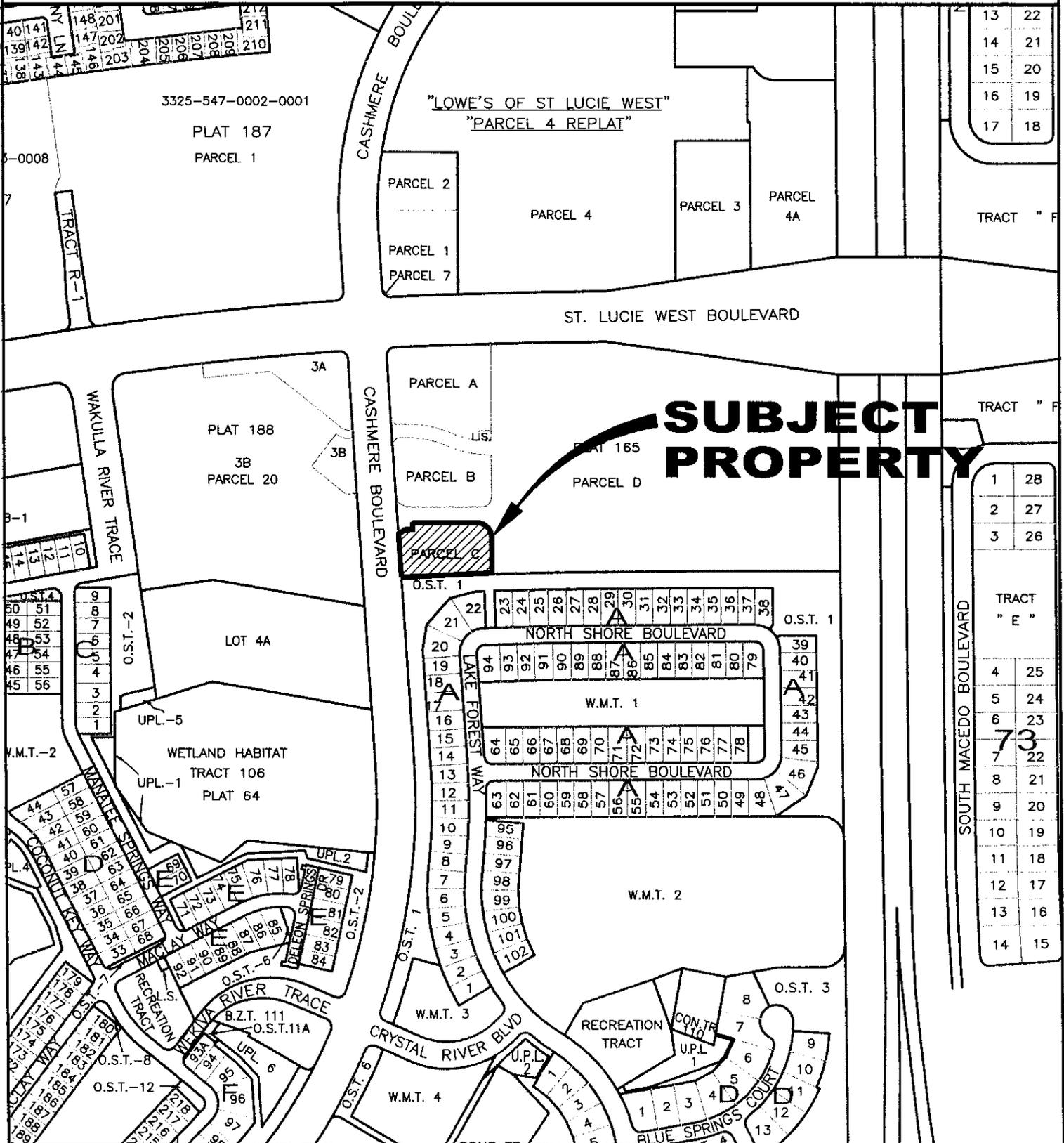
DATE: 4/6/2012

APPLICATION NUMBER:
P12-042

CADD FILE NAME:
P12-042L

SCALE: 1" = .5 MI

SITE LOCATION



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT PZ 2012.DWG

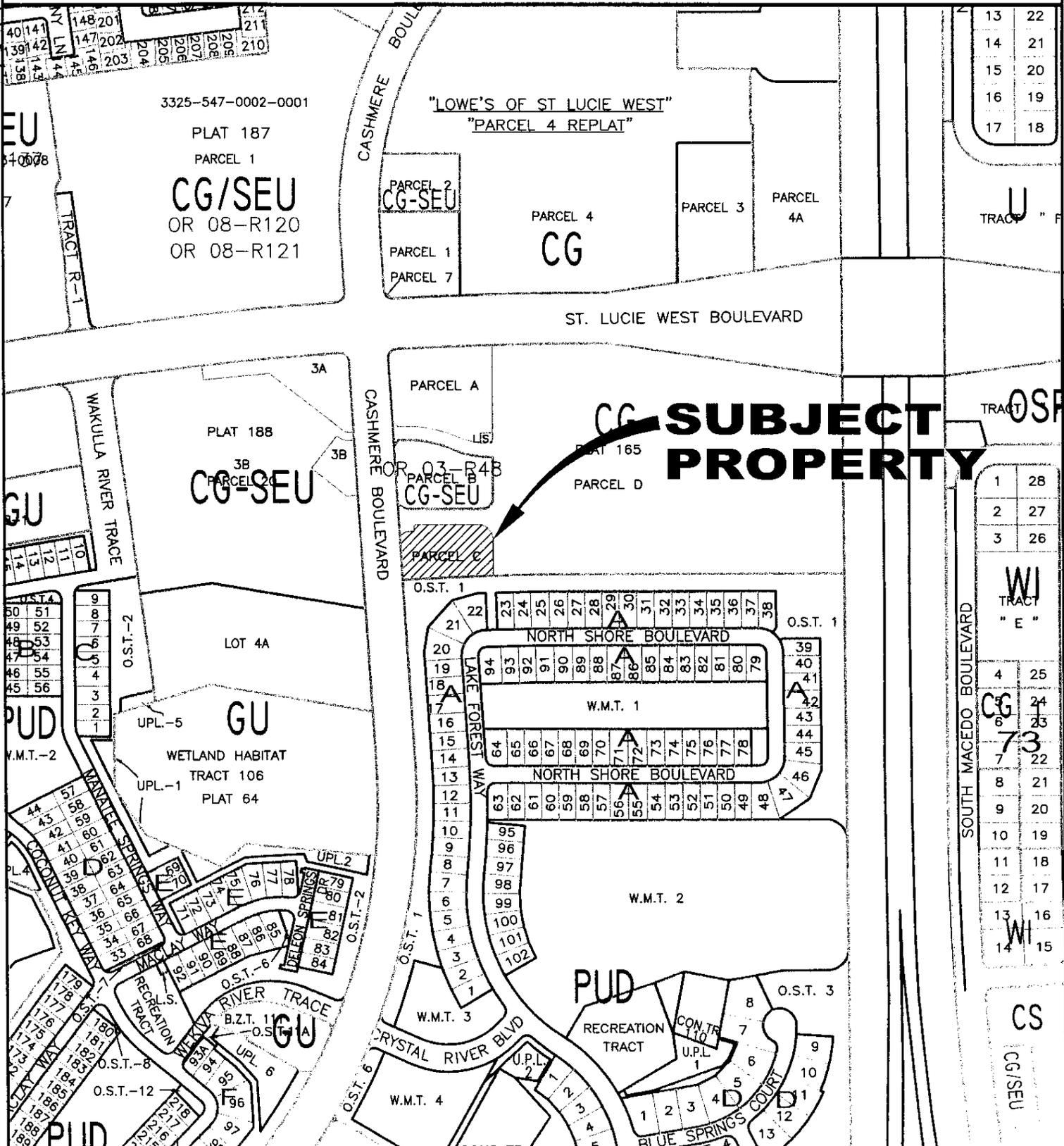
SPECIAL EXCEPTION USE
PARCEL "C"
ST LUCIE WEST PLAT 165

DATE: 4/6/2012
APPLICATION NUMBER:
P12-042
CADD FILE NAME:
P12-042M
SCALE: 1"=400'

1	28
2	27
3	26
TRACT "E"	
4	25
5	24
6	23
7	22
8	21
9	20
10	19
11	18
12	17
13	16
14	15

13	22
14	21
15	20
16	19
17	18

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT PZ 2012.DWG

SPECIAL EXCEPTION USE
PARCEL "C"
ST LUCIE WEST PLAT 165

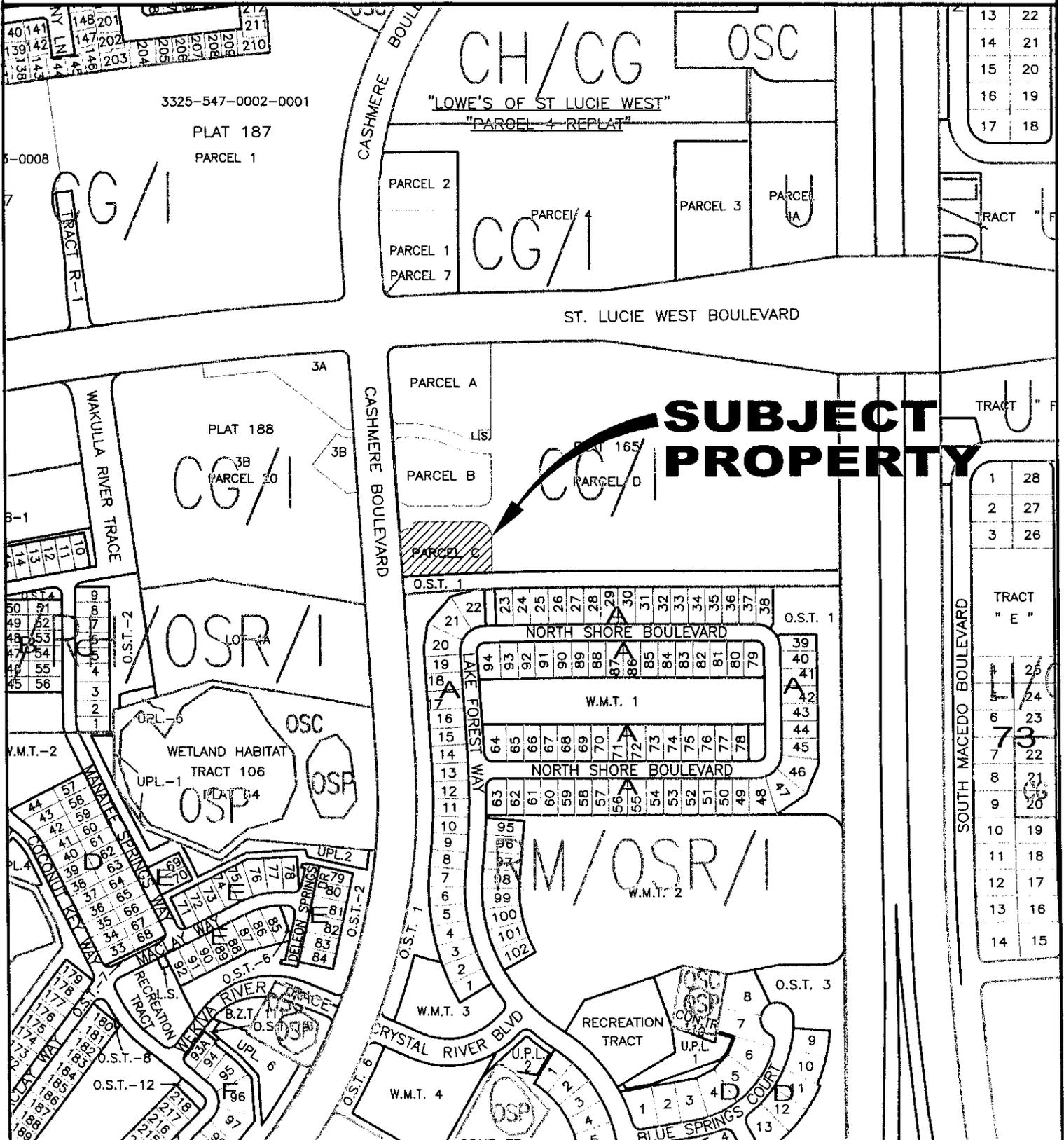
DATE: 4/6/2012

APPLICATION NUMBER:
P12-042

CADD FILE NAME:
P12-042M

SCALE: 1"=400'

FUTURE LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT PZ 2012.DWG

SPECIAL EXCEPTION USE
PARCEL "C"
ST LUCIE WEST PLAT 165

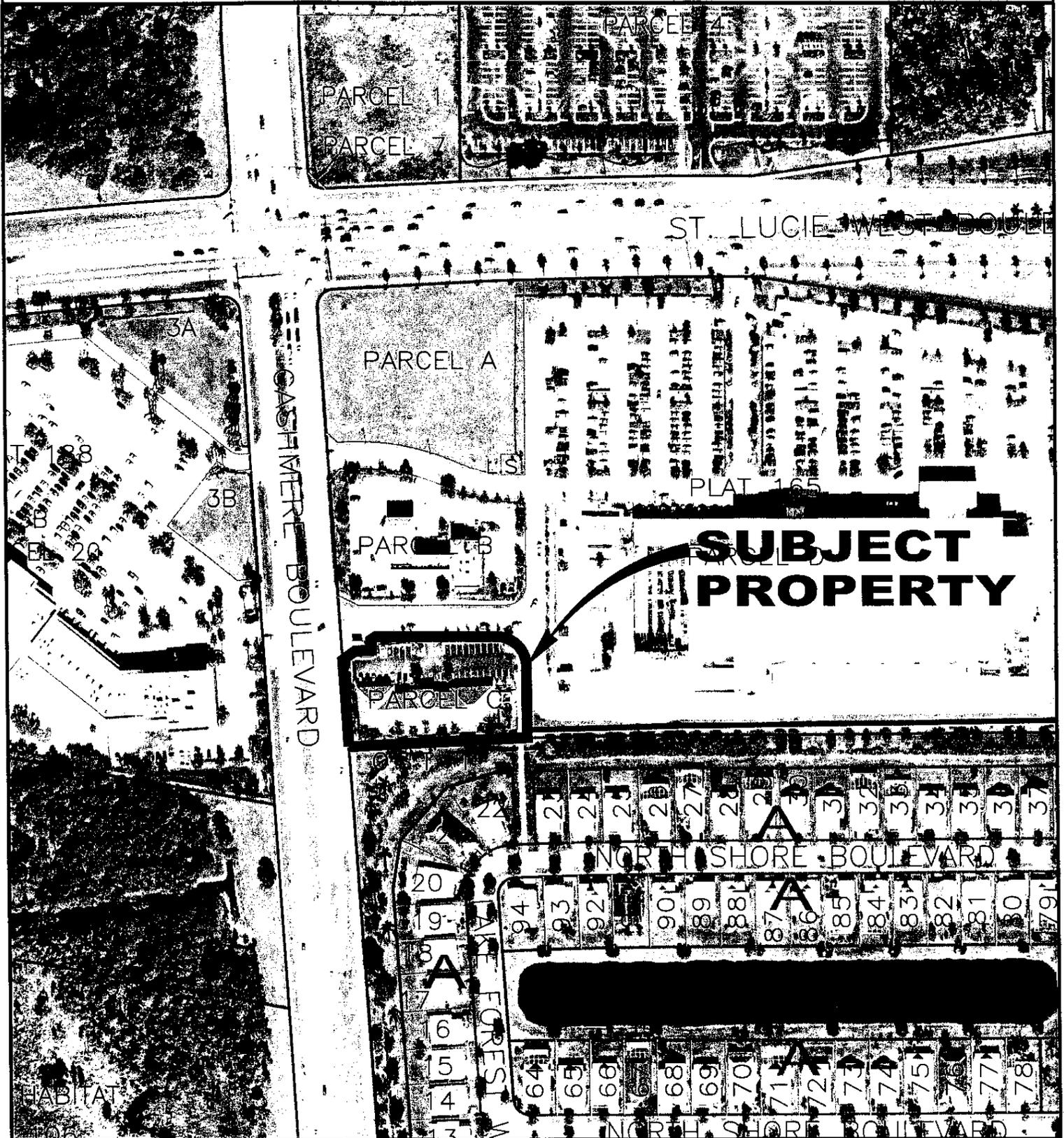
DATE: 4/6/2012

APPLICATION NUMBER:
P12-042

CADD FILE NAME:
P12-042M

SCALE: 1"=400'

SITE LOCATION



**SUBJECT
PROPERTY**



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT PZ 2012.DWG

SPECIAL EXCEPTION USE
PARCEL "C"
ST LUCIE WEST PLAT 165
AERIAL DEC 2012

DATE:	4/6/2012
APPLICATION NUMBER:	P12-042
CADD FILE NAME:	P12-042A
SCALE:	1"=200'

APPLICATION FOR SPECIAL EXCEPTION USE

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

RECEIVED

FOR OFFICE USE ONLY

Planning Dept. 912-042
Fee (Nonrefundable) \$ 2,115.00
Receipt # 11648

Refer to "Fee Schedule" for application fee. Make check payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to being scheduled for the Site Plan Review Committee meeting or advertising for the Planning and Zoning Board meeting. **Attach two copies of proof of ownership (e.g., warranty deed, affidavit), lease agreement (where applicable), approved Concept Plan or Approved Site Plan, and a statement addressing each of the attached criteria.**

PRIMARY CONTACT EMAIL ADDRESS: OMARCAMPORA@BELLSOUTH.NET

PROPERTY OWNER:

Name: DeSantis Commercial, Inc. Agent for Owner
Address: 719 Colorado Avenue, Stuart, FL, 34994
Telephone No.: 772-283-4640 Fax No.: _____

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

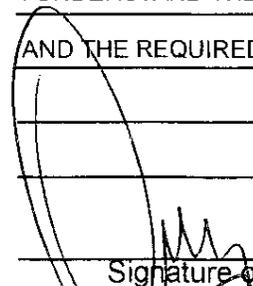
Name: NICOM CONSULTANTS, INC. (D.B.A. KYOKUYAMA DOJO)
Address: 6590 NW HOPE COURT, PORT ST. LUCIE, FL, 34986
Telephone No.: 772-621-7373 Fax No.: (772) 871 2831

SUBJECT PROPERTY:

Legal Description: ST LUCIE WEST PLAT #165 (PB 42-26) PARCEL C (0.96 AC) (OR 1818-661: 2719-1015)
Parcel I.D Number: 3430-600-0003-000-3
Address: 133 SW CASHMERE BOULEVARD Bays: UNIT 107
Development Name: DEPOT PLAZA (Attach Sketch and/or Survey)
Gross Leasable Area (sq. ft.): 1200 Assembly Area (sq. ft.): 1200
Current Zoning Classification: CG SEU Requested: MARTIAL ARTS STUDIO

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

I UNDERSTAND THE CITY REQUIRES A SPECIAL EXCEPTION USE PERMIT TO EVALUATE THE COMPABILITY AND THE REQUIRED PARKING FOR THIS USE


Signature of Applicant

CARLOS OMAR CAMPORA
Hand Print Name

3/27/12
Date

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.
H:\PZ\SHARED\APPLCTN\SEUAPPL (06/21/11)

SPECIAL EXCEPTION USES

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

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

THE PRESENT PARKING AND INGRESS AND EGRESS IS ALREADY ESTABLISHED BY SHOPPING
CENTER WORKING HOURS ARE FROM 5 PM TO 9 PM ON WEEKDAYS
AND WILL NOT CONFLICT WITH NEIGHBORING BUSINESS (000)

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

THE PARKING AREA IS OFF STREET AND HAS BEEN IN EFFECT FOR OVER EIGHT (8) YEARS

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

SITE IS ALREADY SERVED BY EXISTING UTILITIES. NO ADDITIONAL CAPACITY WILL BE REQUIRED

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

BUFFERING ALREADY ESTABLISHED WITH CONCRETE WALL.

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

THERE IS AN EXISTING MONUMENT SIGN ON THE PROPERTY, MARTIAL ARTS WILL BE ALLOWED BY THE OWNER TO PLACE THEIR OWN SIGN AFTER RECEIVING THE APPROVAL.

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

THERE WILL BE NO CHANGE IN THE ADJOINING PROPERTIES AND NO CHANGE IN THE EXTERNAL STRUCTURE OF BUILDING AND ON CHANGE IN LANDSCAPE.

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

THE MARTIAL ARTS STUDIO WILL TEACH AND TRAIN STUDENTS IN A HEALTHY SETTING

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

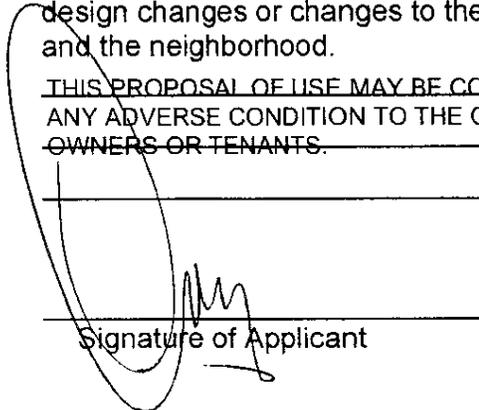
THE MARTIAL ARTS STUDIO IS CONSIDERED AS AN IMPROVEMENT TO HEALTH AND WILL BE AN ASSET TO THE RESIDENTS OF PORT ST. LUCIE.

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

THE CLASS SIZE WILL NOT IMPAIR NOR CREATE A PROBLEM IN PARKING AND IS A HEALTHY TYPE OF BUSINESS. THE UNIT BEING LEASED IS ONLY 1,200 SQUARE FOOT OF 8,000 SQUARE FOOT BUILDING AND MOST OF THE STUDENTS WILL BE DROPPED OFF AND PICKED UP BY THE PARENTS. EXPECTS MAXIMUM 8 TO 10 STUDENTS IN A CLASS AT ONE TIME. (OE)

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

THIS PROPOSAL OF USE MAY BE CONSIDERED AS A HEALTH PURPOSE AND CREATES NO FUMES, OR ANY ADVERSE CONDITION TO THE OTHER TENANTS OF THE BUILDING OR ADJACENT PROPERTY OWNERS OR TENANTS.



Signature of Applicant

CARLOS OMAR CAMPORA

Hand Print Name

03/27/12

Date

PLEASE NOTE:

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

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



- Commercial/Investment Property
- Consulting
- Property Management
- Leasing
- Sales



Individual Members

Robert G. DeSantis, CCIM, CRB
Realtor

RECEIVED

MAR 27 2012

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

March 21, 2012

Planning and Zoning
Port St. Lucie, Florida

To Whom It May Concern:

Please let this serve as authorization to allow Nicom Consultants, Inc., d/b/a Kyokuyama Dojo, to apply for a Special Exception Use Permit for the property located at 133 SW Cashmere Boulevard, Port St. Lucie, Florida. This permit is to allow the use as a Martial Arts Studio, which is classified as an assemblage under the new ordinances in Port St. Lucie.

Please recognize the potential tenant has been assigned six parking spaces for the Tenant's sole use for his customers and staff, however, the remaining spaces will only be used by the remaining tenant's in the plaza.

Should you have any questions, please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert G. DeSantis".

Robert G. DeSantis

President

rdes@desantisrealestate.com

A handwritten signature in black ink, appearing to read "Agent for Owner".

NOI Enterprises Corp

719 Colorado Avenue
Stuart, Florida 34994
772-283-4640

April 10, 2012

City of Port St. Lucie
Planning and Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34952

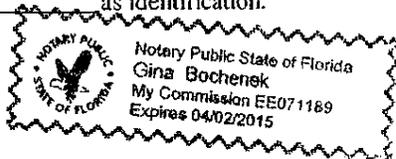
To Whom It May Concern:

Please be advised that I, Robert G. DeSantis, authorize DeSantis Commercial, Inc. to act as agent on my behalf in regards to the Special Exemption Use Permit Application being applied for by Nicom Consultants d/b/a Kyokuyama Dojo at Depot Plaza located at 133 SW Cashmere Boulevard, Port St. Lucie, Florida.

[Signature]
Signature

State of Florida
County of Indian River

The foregoing instrument was acknowledged before me this 12th day of April, 2012 by Robert G. DeSantis, who is personally known to me or has produced _____ as identification.



[Signature]
Signature of Notary Public

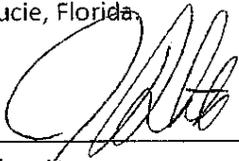
(seal)

April 10, 2012

City of Port St. Lucie
Planning and Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34952

To Whom It May Concern:

Please be advised that I, James DeSantis, authorize DeSantis Commercial, Inc. to act as agent on my behalf in regards to the Special Exemption Use Permit Application being applied for by Nicom Consultants d/b/a Kyokuyama Dojo at Depot Plaza located at 133 SW Cashmere Boulevard, Port St. Lucie, Florida.



Signature

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 10th day of April, 2012 by James DeSantis, who is personally known to me or has produced _____ as identification.



Signature of Notary Public

(seal)

South
Florida
Orthopaedics
& Sports Medicine

April 10, 2012

City of Port St. Lucie
Planning and Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34952

To Whom It May Concern:

Please be advised that I, CRAIG BRESLAUER, authorize DeSantis Commercial, Inc. to act as agent on my behalf in regards to the Special Exemption Use Permit Application being applied for by Nicom Consultants d/b/a Kyokuyama Dojo at Depot Plaza located at 133 SW Cashmere Boulevard, Port St. Lucie, Florida.

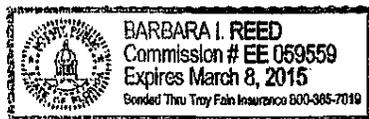


Signature

State of Florida

County of Martin

The foregoing instrument was acknowledged before me this 12th day of April, 2012 by Craig Breslauer who is personally known to me or has produced N/A as identification.



Barbara I. Reed
Signature of Notary Public

(seal)
William E. Anspach III, MD • William E. Carlson, MD • George J. Haas, MD • Scott M. Desman, MD • James D. Hoffman, MD
Nathaniel H. Hill, MD • William T. Daugherty, MD • Cynthia J. Gustafson, MD • Daniel S. Husted, MD • Steven K. Jordan, MD • Craig J. Breslauer, DPM

1050 S.E. Monterey Road, Suite 400 • Stuart, Florida 34994 • 772-288.2400 • 772.419.0143 (Fax)
www.sfo.med.pro

April 10, 2012

City of Port St. Lucie
Planning and Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34952

To Whom It May Concern:

Please be advised that I, John Schileo, authorize DeSantis Commercial, Inc. to act as agent on my behalf in regards to the Special Exemption Use Permit Application being applied for by Nicom Consultants d/b/a Kyokuyama Dojo at Depot Plaza located at 133 SW Cashmere Boulevard, Port St. Lucie, Florida.

John Schileo
Signature

State of Florida Palm Beach
County of Palm Beach

The foregoing instrument was acknowledged before me this 11th day of April, 2012 by JOHN SCHILEO who is personally known to me or has produced _____ as identification.



Susan Howard
Signature of Notary Public

(seal)

April 10, 2012

City of Port St. Lucie
Planning and Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34952

To Whom It May Concern:

DE-SANTIS, LLC

Please be advised that I, CONRAD J. BOYLE, MANAGER OF, authorize DeSantis Commercial, Inc. to act as agent on my behalf in regards to the Special Exemption Use Permit Application being applied for by Nicom Consultants d/b/a Kyokuyama Dojo at Depot Plaza located at 133 SW Cashmere Boulevard, Port St. Lucie, Florida.

[Handwritten Signature]

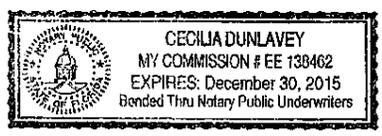
Signature *CONRAD J. BOYLE*
MANAGER
DE-SANTIS, LLC

State of Florida
County of BROWARD

The foregoing instrument was acknowledged before me this 10th day of April, 2012 by CONRAD J. BOYLE, who is personally known to me or has produced _____ as identification.

Cecilia Dunlavy

Signature of Notary Public



(seal)

MOMBACH, BOYLE & HARDIN, P.A.

ATTORNEYS AT LAW

CONRAD J. BOYLE
MICHAEL P. HAMAWAY
DAVID C. HARDIN
GEOFFREY S. MOMBACH
GARY S. SINGER
JASON ARI SMITH
NICOLE M. STAMBAUGH
MARK R. WYSOCKI

BROWARD FINANCIAL CENTRE, SUITE 1950
500 EAST BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33394-3004

(954) 467-2200
TELECOPIER (954) 467-2210

April 11, 2012

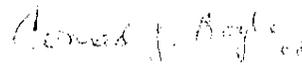
Ms. Gina Bochenek
DeSantis Commercial, Inc.
719 Colorado Avenue
Stuart, FL 34994

Re: Depot Plaza – Kyokuyama Dojo

Dear Gina:

Enclosed is the original letter to the City of Port St. Lucie Planning and Zoning Department which I have signed on behalf of CJB-DP, LLC.

Very truly yours,



Conrad J. Boyle

CJB/cd

Enclosure

N:\CJB\Depot Plaza\Bochenek, Gina Ltr-P&Z Exemption.doc



- Commercial/Investment Property
- Consulting
- Property Management
- Leasing
- Sales



Individual Members

Robert G. DeSantis, CCIM, CRB
Realtor

RECEIVED

MAR 27 2012

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

March 21, 2012

Planning and Zoning
Port St. Lucie, Florida

To Whom It May Concern:

Please let this serve as authorization to allow Nicom Consultants, Inc., d/b/a Kyokuyama Dojo, to apply for a Special Exception Use Permit for the property located at 133 SW Cashmere Boulevard, Port St. Lucie, Florida. This permit is to allow the use as a Martial Arts Studio, which is classified as an assemblage under the new ordinances in Port St. Lucie.

Please recognize the potential tenant has been assigned six parking spaces for the Tenant's sole use for his customers and staff, however, the remaining spaces will only be used by the remaining tenant's in the plaza.

Should you have any questions, please feel free to call.

Sincerely,

Robert G. DeSantis

President

rdes@desantisrealestate.com

**MANAGEMENT
AGREEMENT**

PROPERTY LOCATED AT

121-133 SW Cashmere Boulevard, Port St. Lucie, FL 34986

BEGINNING January 1, 2009 **ENDING** December 31, 2010

AGENT

DeSantis Commercial, Inc., Realtors
719 Colorado Avenue
Stuart, FL 34994
(772) 283-4640 Fax: (772) 283-4677

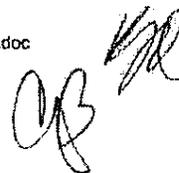
OWNER

NOI Enterprises Corporation, Managing Co-Tenant
719 Colorado Avenue
Stuart, FL 34994

This Agreement is made this 31st day of Nov, 2008 by and between NOI Enterprises Corporation, Managing Co-Tenant (the "Owner") and DeSantis Commercial, Inc., as registered with the Florida Real Estate Commission and Robert G. DeSantis, broker, as licensed by the Florida Real Estate Commission (the "Agent").

1.0 APPOINTMENT OF MANAGING AGENT.

- 1.1 **APPOINTMENT AND ACCEPTANCE.** Owner hereby appoints Agent as sole and exclusive Agent of Owner to lease, manage, refinance and/or sell the property described in Paragraph 1.2 upon the terms and conditions provided herein. Agent accepts the appointment and agrees to furnish the services of its organization for the leasing, management, refinance, sale and asset management of the Premises; and Owner agrees to pay all expenses in connection with those services.
- 1.2 **DESCRIPTION OF PREMISES.** The property to be managed by Agent under this Agreement (the "Premises") is known as Depot Plaza located at 121-133 SW Cashmere Boulevard, Port St. Lucie, FL 34986 consisting of the land, buildings, and other improvements in the state of Florida.
- 1.3 **TERM.** The term of this Agreement shall be for an initial period of two (2) years (the "initial term") from the 1st day of January, 2009, to and including the 31st day of December, 2010, and thereafter shall be automatically renewed from year to year unless terminated as provided in sections 21 or 27 herein. Each of said one-year renewal period is referred to as a "term year."
- 1.4 **MANAGEMENT OFFICE.** Owner shall not pay any expenses related to office facilities, including, but not limited to, furnishings, equipment, office supplies, electricity, utilities,



telephone, etc. Owner will reimburse Agent for expenses related to photocopies, overnight delivery mail, postage, and other related administrative expenses.

- 2.0 **BANK ACCOUNTS.** The various bank accounts established under this Agreement shall at all times be established in Owner's name but under Agent's control. Agent's designee (Robert G. DeSantis, President) shall be the only party authorized to draw upon such accounts. No amounts deposited in any accounts established under this Agreement shall in any event be commingled with any other funds of Agent.
- 2.1 **OPERATING (AND/OR) RESERVE ACCOUNT(S).** Agent shall establish a separate account(s) known as the Operating (and/or) Reserve Account(s), separate and apart from Agent's corporate accounts, for the deposit of receipts collected as described herein, in a bank or other institution whose deposits are insured by the federal government. Such depository shall be selected by the Agent. However, Agent shall not be held liable in the event of bankruptcy or failure of a depository. Funds in the Operating (and/or) Reserve Account(s) remain the property of Owner subject to disbursement of expenses by Agent as described in this Agreement.
- 2.1.1 **ACCOUNT BALANCES.** Owner agrees to maintain at all times no less than \$15,000 in the Operating (and/or) Reserve Account(s) to enable Agent to pay the obligations of Owner under this Agreement as they become due and payable. Owner agrees to deposit additional funds, if necessary, for capital improvements, tenant improvements, payment of operating expenses, or other payables, no less than five (5) business days before said funds are required for Agent to pay them.
- 2.2 **SECURITY DEPOSIT ACCOUNT.** Agent shall, if required by law, maintain a separate non-interest-bearing account for tenant security deposits and advance rentals. Such account shall be maintained in accordance with applicable state or local laws, if any. All funds received by DCI representing last month's rent or security deposit will be deposited in Owner's account as rental receipts.
- 2.3 **FIDELITY BOND.** Agent shall cause all personnel who handle or are responsible for the safekeeping of any monies of Owner to be covered by a fidelity bond in the amount of \$100,000, with a company determined by Agent. Such bond shall be secured at Owner's expense. If a fidelity bond cannot be obtained, an arrest and conviction bond shall be obtained at Owner's expense. Owner shall save Agent harmless from any loss or damages caused by such personnel if no bond can be obtained.
- 3.0 **COLLECTION OF RENTS AND OTHER RECEIPTS.**
- 3.1 **AGENT'S AUTHORITY.** Agent shall collect (and give receipts for, if necessary) all rents, charges and other amounts receivable on Owner's account in connection with the management and operation of the Premises. Such receipts (except tenants' security deposits and advance rentals, which shall be handled as specified in Paragraphs 2.2 and 3.3 hereof; and special charges, which shall be handled as specified in Paragraph 3.2 hereof) shall be deposited in the Operating (and/or) Reserve Account(s) maintained by Agent for the Premises.
- 3.2 **SPECIAL CHARGES.** If permitted by applicable law, Agent may collect from tenants any or all of the following: an administrative charge for late payment of rent, a charge for returned or non-negotiable checks, a credit report fee, an administrative charge and/or broker's commission for subleasing. Agent need not account to Owner for such charges and/or commission.
- 3.3 **SECURITY DEPOSITS.** Agent shall collect, deposit, and disburse tenants' security deposits in accordance with the terms of each tenant's lease. Agent shall not pay tenants interest upon such security deposits only if required by law to do so; otherwise, any interest earned on tenant security deposits is to be retained by Agent as compensation for



administering these funds. Agent shall comply with all applicable state or local laws concerning the responsibility for security deposits and interest, if any.

4.0 DISBURSEMENTS FROM OPERATING (AND/OR) RESERVE ACCOUNT(S).

- 4.1 **OPERATING EXPENSES.** From the Operating (and/or) Reserve Account(s), Agent is hereby authorized to pay or reimburse itself for all expenses and costs of operating the Premises and for all other sums due Agent under this Agreement, including Agent's compensation under section 17.
- 4.2 **DEBT SERVICE.** Owner shall give Agent advance written notice of at least five (5) business days if Owner desires Agent to make any additional monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments, or fire, steam boiler, or other insurance premiums) out of the proceeds from the Premises. If Owner notifies Agent to make such payments after the beginning of the term of this Agreement, Agent shall have the authority to name a new contingency reserve amount pursuant to Paragraph 2.1.1 of this Agreement, and Owner shall maintain this new contingency reserve amount at all times in the Operating (and/or) Reserve Account(s).
- 4.3 **NET PROCEEDS.** To the extent that funds are available, and after maintaining the cash contingency reserve amount as specified in Paragraph 2.1.1, Agent shall transmit cash balances to Owner quarterly, if applicable. Such quarterly cash balances shall be remitted to the following person(s), in the percentage(s) specified, and at the address(es) shown:

<u>Name</u>	<u>Percentage</u>	<u>Address</u>
DeSantis Trust	30%	719 Colorado Avenue, Stuart, FL 34994
Conrad Boyle	17.5%	2860 Banyan Blvd Cr NW, Boca Raton, FL 33431
Craig Breslauer	20%	3087 SW Martin Downs Blvd, Palm City, FL 34990
John Schilero	20%	2055 Military Trail, # 200, Jupiter, FL 33458
James DeSantis	12.5%	719 Colorado Avenue, Stuart, FL 34994

- 5.0 **AGENT NOT REQUIRED TO ADVANCE FUNDS.** In the event that the balance in the Operating (and/or) Reserve Account(s) is at any time insufficient to pay disbursements due and payable under Paragraphs 4.1 and 4.2 above, Owner shall, immediately upon written notice, remit to Agent sufficient funds to cover the deficiency and replenish the contingency reserve within five (5) business days of receipt of notice. In no event shall Agent be required to use its own funds to pay such disbursements. Nor shall Agent be required to advance any monies to Owner, to the Security Deposit Account, or to the Operating (and/or) Reserve Account(s). If Agent elects to advance any money in connection with the Premises to pay any expenses for Owner, such advance shall be considered a loan subject to repayment with interest, and Owner hereby agrees to reimburse Agent, including interest as provided in Paragraph 17.7, and hereby authorizes Agent to deduct such amounts from any monies due Owner.
- 6.0 **FINANCIAL AND OTHER REPORTS.** By the 20th day of each month, Agent shall furnish Owner with a statement of cash receipts and disbursements from the operation of the Premises during the previous month. In addition, Agent shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties (Income Statement, Balance Sheet, Cash Flow, General Ledger and Budget vs. Actual).
- 6.1 **OWNER'S RIGHT TO AUDIT.** Owner shall have the right to request periodic audits of all applicable accounts managed by Agent, and the cost of such audit(s) shall be paid by Owner. Agent to receive fifteen (15) days notice prior to the date of such audit(s).
- 7.0 **ADVERTISING.** Agent is authorized to advertise the Premises or portions thereof for rent, using periodicals, signs, plans, brochures, or displays, or such other means as Agent may deem proper and advisable. Agent is authorized to place signs on the Premises advertising the Premises for



rent, provided such signs comply with applicable laws. The cost of such advertising shall be paid out of the Operating (and/or) Reserve Account(s). All advertising shall make clear that Agent is the manager and NOT the Owner of the Premises. Newspaper ads that share space with other properties managed by the Agent shall be prorated. Advertising shall be subject to the approval of the Owner by a yearly budget to be agreed upon by both Agent and Owner by December 1 of each preceding year (attached hereto and made a part hereof) and at Owner's expense, Agent shall advertise/market such space as is available for rent, arrange for such signs, renting plans, brochures and other forms of advertising as may appear advisable. Advertising, including direct mail, other marketing tools or any other means deemed advisable by Manager, will be at Manager's sole discretion as long as within the parameters established by both Owner and Agent within the budget agreed upon each year. Owner agrees to reimburse Agent for all out-of-pocket marketing expenses.

8.0 LEASING AND RENTING.

- 8.1 **AGENT'S AUTHORITY TO LEASE PREMISES.** Agent shall use all reasonable efforts to keep the Premises rented by procuring tenants for the Premises. Agent is authorized to negotiate, prepare, and execute all leases, including all renewals and extensions of leases (and expansions of space in the Premises, if applicable) and to cancel and modify existing leases. Agent shall execute all leases as agent for the Owner. All costs of leasing shall be paid out of the Operating (and/or) Reserve Account(s). No lease shall be in excess of five (5) year(s) without written approval by Owner. The form of the lease shall be agreed upon by Owner and Agent. When appropriate, Agent shall engage the services of other real estate brokers to lease space in the Premises who shall be paid from such commissions as may become due to Agent under the terms of this Agreement. Owner shall refer all inquiries regarding the Premises to Agent whose services are replicated by this agreement. All negotiations with prospective tenants, buyers and/or lenders shall be conducted by Agent or under its direction. Said lease terms shall follow rates, terms and conditions outlined with the paragraph below. Variation from rates established will require Owner's approval.
- 8.2 **NO OTHER RENTAL AGENT.** During the term of this Agreement, Owner shall not authorize any other person, firm, or corporation to negotiate or act as leasing or rental agent with respect to any leases for space in the Premises. Owner agrees to promptly forward all inquiries about leases to Agent.
- 8.3 **RENTAL RATES.** Agent is authorized to establish and change or revise all rents, fees or deposits, and any other charges chargeable with respect to the Premises. Rental rates for space in the Premises shall be established by Agent and Owner each preceding budget year (prior to December 1). Agent shall, promptly following the execution of this Agreement and from time to time thereafter, make recommendations to Owner with respect to rental rates. Based upon yearly leases which may be revised from time to time, Agent agrees to investigate and substantiate the credit worthiness of all new tenants, if possible. Rental rates schedule and obligations by Owner are defined in Exhibit 2 and reflected in the annual budget.
- 8.4 **ENFORCEMENT OF LEASES.** Agent is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Premises, or for the evicting or dispossessing of tenants or other persons from the Premises. Agent is authorized to sign and serve such notices as Agent deems necessary for lease enforcement, including the collection of rent or other income. Agent is authorized, when expedient, to settle, compromise, and release such legal actions or suits or reinstate such tenancies. Any monies for such settlements paid out by Agent shall not exceed \$1,000 without prior approval by Owner. Attorneys' fees, filing fees, court costs, and other necessary expenses incurred in connection with such actions and not recovered from tenants shall be paid out of the Operating (and/or) Reserve Account(s) or reimbursed directly to Agent by Owner. Agent may select the

attorney of its choice to handle such litigation. Any litigation wherein expenses may be expected to exceed \$ 1000 must be approved by the Owner in writing. Approval by Owner is defined as written approval by RO on the form attached marked Exhibit 3 and approved by Robert G. DeSantis.

majority of tenants

9.0 **EMPLOYEES.**

- 9.1 **AGENT'S AUTHORITY TO HIRE.** Agent is authorized to hire, supervise, discharge, and pay all servants, employees, contractors, or other personnel necessary to be employed in the management, maintenance and operation of the Premises. All employees shall be deemed employees of the Owner/Agent, and Agent shall not be liable to Owner or others for any act or omission on the part of such employees.
- 9.2 **OWNER PAYS EMPLOYEE EXPENSES.** All wages and fringe benefits payable to such employees hired per Paragraph 9.1 above, and all local, state and federal taxes and assessments (including but not limited to Social Security taxes, unemployment insurance and workers' compensation insurance) incident to the employment of such personnel, shall be paid by Agent out of the Operating (and/or) Reserve Account(s) and shall be treated as operating expenses. Agent shall not be liable to such employees for their wages or compensation. Any and all employees will be hired as independent contractors. Agent will issue a 1099 form to the independent contractor at year end.
- 9.3 **AGENT'S AUTHORITY TO FILE RETURNS.** Agent has no obligation nor authority to file any tax returns with any regulatory or governmental agency. Agent will provide a copy of the monthly statements to Owner's accountant.
- 9.4 **WORKERS' COMPENSATION INSURANCE** There will be no employees hired by agent; therefore, there will be no workmen's compensation insurance excluding the Agent's employees who work on numerous properties including the Premises.
- 9.5 **HOLD HARMLESS, LABOR LAWS.** Agent shall be responsible for compliance with all applicable state or federal labor laws. Owner shall indemnify, defend, and save Agent harmless from all claims, investigations and suits, or from Owner's actions of failures to act, with respect to any alleged or actual violation of state or federal labor laws. Owner's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expenses and attorneys' fees.

10. **MAINTENANCE AND REPAIR.** Agent is authorized to make or cause to be made, through contracted services or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Premises in its present condition and for the operating efficiency of the Premises, and all alterations required to comply with lease requirements, governmental regulations, or insurance requirements. Agent is also authorized to decorate the Premises and to purchase or rent, on Owner's behalf, all equipment, tools, appliances, materials, supplies, uniforms, and other items necessary for the management, maintenance, and operation of the Premises. Such maintenance and decorating expenses shall be paid out of the Operating (and/or) Reserve Account(s). This section applies except where decorating and/or maintenance are at tenants' expense as stipulated in a lease.

10.1 **APPROVAL FOR EXCEPTIONAL MAINTENANCE EXPENSE.** The expense to be incurred for any one item of maintenance, alteration, refurbishing, or repair shall not exceed the sum of \$5,000, unless such expense is specifically authorized by the Owner (see Exhibit 1) or is included within the approved executed annual budget, attached hereto and made a part hereof, or is incurred under such circumstances as Agent shall reasonably deem to be an emergency. In an emergency where repairs are immediately necessary for the preservation and safety of the Premises, or to avoid the suspension of any essential service to the Premises, or to avoid danger to life or property, or to comply



with federal, state or local law, such emergency repairs shall be made by Agent at Owner's expense without prior approval.

- 11.0 **CONTRACTS, UTILITIES AND SERVICES.** Agent is authorized to negotiate contracts and to enter into agreements in Owner's name for all necessary repairs, maintenance, minor alterations and utility services. Agent shall, in Owner's name and at Owner's expense, make contracts on Owner's behalf for electricity, gas, telephone, fuel or water, and such other services as Agent shall deem necessary or prudent for the operation of the Premises. All utility deposits shall be the Owner's responsibility, except that Agent may pay same from the Operating (and/or) Reserve Account(s) at Owner's request. No service contract shall exceed one year in length and must have a 30-day cancellation clause for both parties.
- 12.0 **RELATIONSHIP OF AGENT TO OWNER.** The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of Owner, in Owner's name, and for Owner's account. In taking any action under this Agreement, Agent shall be acting only as Agent for Owner, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Premises. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of Owner. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.
- 13.0 **SAVE HARMLESS.** Owner shall indemnify, defend and save Agent harmless from all loss, damage, cost, expense (including attorneys' fees), liability or claims for personal injury or property damage incurred or occurring in, on, or about the Premises. Owner agrees (i) to hold and save Agent free and harmless from any damage or injuries to persons or property by reason of any cause whatsoever either in and about the Premises or elsewhere when Agent is carrying out the provisions of this Agreement or acting under the express or implied directions of Owner; (ii) to reimburse Agent upon demand for any monies which Agent is required to pay out for any reason whatsoever, under this Agreement or in connection with, or as an expense in defense of any claim, civil or criminal action, proceeding charge or prosecution made, instituted or maintained against Agent or Owner and Agent, jointly or severally, affecting or due to the conditions or use of the Premises or acts or omissions of Agent or employees of Owner or Agent, or arising out of or based upon any law, regulations, requirements, contract or award relating to the hours of employment, working conditions, wages or compensation of employees or former employees; and (iii) to defend promptly and diligently, at Owner's sole expense, any claim, action or proceeding brought against Agent or Agent and Owner jointly or severally arising out of or connected with any of the foregoing, and to hold harmless and fully indemnify Agent from any judgment, loss or settlement on account thereof. The foregoing provisions of this paragraph shall survive the termination of this Agreement, but this shall not be construed to mean that Owner's liability does not survive as to other provisions of this Agreement. Nothing contained in this paragraph shall relieve Agent from responsibility to Owner for gross negligence or willful misconduct.
- 14.0 **LIABILITY INSURANCE.** Agent shall secure no less than two (2) and no more than three (3) quotes each year for property insurance against physical damage (e.g., wind and fire with extended coverage endorsement and machinery, etc.) and against liability for loss, damage, or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Premises. The amounts and types of insurance shall be acceptable to the Agent, Owner and insurance carrier and any premium payment required by such insurance policy shall be Owner's expense. Agent shall be covered as an additional insured on all liability insurance maintained with respect to the Premises. Upon request, Agent shall provide proof of insurance for all risk to Owner. Liability insurance shall be adequate to protect the interests of both Owner and Agent and in form, substance and amounts reasonably satisfactory to both Agent and Owner. Once approval is given, the agent shall be responsible for securing the insurance



policy. Upon request, Agent agrees to furnish Owner with certificates evidencing such insurance or with duplicate copies of such policies within five (5) business days.

- 15.0 **AGENT ASSUMES NO LIABILITY.** Agent assumes no liability whatsoever for any acts or omissions of Owner, or any previous owners of the Premises, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any tenant in the payment of any rent or other charges due Owner or in the performance of any obligations owed by any tenant to Owner pursuant to any lease or otherwise. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Owner in writing and Owner shall promptly cure them.
- 16.0 **OWNER RESPONSIBLE FOR ALL EXPENSES OF LITIGATION.** Owner shall pay all expenses incurred by Agent, including, but not limited to, reasonable attorneys' fees and agent's costs and time, and any liability, fines, penalties or the like, in connection with any claim, proceeding, or suit involving an alleged violation by Agent or Owner, or both, of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control, taxes or fair housing, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, or mental or physical handicap, provided, however, that Owner shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent Owner in any such proceeding or suit.
- 16.1 **FEES FOR LEGAL ADVICE.** Owner shall pay reasonable expenses incurred by Agent in obtaining legal advice regarding compliance with any law affecting the Premises or activities related to them. If such expenditure also benefits others for whom Agent in this Agreement acts in a similar capacity, Owner agrees to pay an apportioned amount of such expense.
- 17.0 **AGENT'S COMPENSATION AND EXPENSES.** As compensation for the services provided by Agent under this Agreement (and exclusive of reimbursement of expenses to which Agent is entitled hereunder), Owner shall pay Agent as follows:
- 17.1 **FOR MANAGEMENT SERVICES.** The greater of (i) \$N/A per month or (ii) 5.5% of the total monthly gross receipts from the Premises payable upon receipt of the monthly rent for the duration of this Agreement. Payments due Agent for periods of less than a calendar month shall be prorated over the number of days for which compensation is due. The percentage amount set forth in (ii) above shall be based upon the total gross receipts from the Premises during the month. The term "gross receipts" shall be deemed to include all rents and other income and charges from the normal operation of the Premises, including, but not limited to, rents, pass through charges, additional rents, tenant improvement payments, sales tax, parking lot fees, forfeited security deposits, termination or cancellation fees, insurance claims or the settlement of fire or other casualty losses and similar items, prepayment of unamortized tenant improvements, prepayment of unamortized leasing fees, prepaid last month's rents and other fees and deposits, and other miscellaneous income. Gross receipts shall NOT be deemed to include loan proceeds, owner's contributions, vendor rebate, the special charges listed in Paragraph 3.2, excess interest on security deposits from Paragraph 3.3, or income arising out of the sale of real property.

Management services include the following:

- Develop an annual budget for the projected income and expense for the property
- Collect all rents including sales tax
- Reconcile rents for payment of the sales tax to the State of Florida

- Review tenant delinquency report for any rent not paid by the 10th of each month
- Send a three-day notice to all delinquent tenants on the 11th of each month
- Review and approve all expenses
- Enter all income and expenses into financial accounting software
- Pay all bills on the 5th and 20th of each month
- Reconcile the financial records to the bank statement
- Produce the Owner's monthly financial report by 20th of each month (cover sheet which explains any variances between the budget and actual expenses, Income Statement, Balance Sheet, Cashflow Statement, Budget vs. Actual Cashflow report, General Ledger)
- Review tenant rent delinquency on 20th of month
- Initiate lawsuit against any delinquent tenant (see Paragraph 8.4)
- Establish a maintenance procedure for the property (numbers of times to clean parking lot, the interior hallways and exterior common area, check lights, check sprinklers, maintenance of landscaping, etc.)
- Hire the personnel or contractor to complete those maintenance procedures
- Visit the property at least once a week to ensure that all maintenance procedures are being completed
- Meet with existing tenants to discuss issues or requests
- Send out monthly billing statements
- Oversee lease administration (send notices to tenants about insurance certificate, A/C maintenance agreements, annual rent increases, lease expiration and possible lease default items)
- All service contracts to be bid yearly prior to budget finalization.

17.2 FOR APARTMENT LEASING. N/A.

17.3 FOR COMMERCIAL LEASING. 6% of the gross rental receipts of the initial term of the lease for the first five (5) years and 3% thereafter; 3% of gross rental receipts for renegotiating an "in place" Tenant lease. Leasing commissions are paid upfront and charged to the account upon execution of the lease by all parties, only if, at least two months' rent has been paid at lease execution. The definition of gross rental receipts is all base rent, additional rent, pass-through or CAM charges, and Tenant Improvement Allowance.

Commercial leasing services include the following services:

- Qualify prospective tenant by determining what their corporate structure is, what product/service they offer, when occupancy is desired, zoning requirements, square footage requirements, and tenant improvements needed.
- Determine location suitability for tenant.
- Schedule appointment to view suitable spaces with prospective tenant. Identify appropriate individual to walk through the space and all parties that will need to be involved.
- Schedule preparation of the spaces with the Property Manager.
- Take a tour of the suitable spaces with the prospective tenant. Discuss the leasing procedure, the spaces available, the tenant's priorities and determine suitability of space.
- Prepare a Memorandum to Lease for prospective tenant's review and negotiate any terms and conditions.
- Submit final Memorandum to Lease for owner's approval.
- Deliver Lease to prospective tenant for their review and signature.
- Upon receipt of signed Lease, obtain tenant's insurance certificate, pest control service agreement, HVAC maintenance agreement and provide file to Property Manager.

- 17.4 **SUPERVISION FEE:** Any Major Repairs, Capital Improvements or Tenant Improvements will have a 10% fee on the cost for material and labor for the improvements as defined under BOMA Financial Accounting Guide, 1981, replacement of building components and deferred maintenance repairs as defined by the Institute of Real Estate Management, provided all such costs singularly or cumulatively exceeds \$5,000.

Any tenant improvements, capital improvements, repairs and/or replacements above \$5,000 will be pre-approved by Owner and this approval will be evidenced by the signature of Robert DeSantis (if budgeted only) on the attached form (see Exhibit 1). If an improvement or repair is greater than \$1,500 and less than \$5,000, then Agent will be required to obtain a minimum of two bids. If an improvement or repair is greater than \$1,000, then Agent will be required to obtain a minimum of three bids. The Agent will not need to obtain bids nor the owners' approval prior to the commencement of any tenant improvements, capital improvements, repairs and/or replacements that do not exceed \$5,000.

If the Landlord provides funds to a Tenant for Tenant or Capital improvements, Agent will be paid a supervision fee whether or not the Landlord completes the improvement for the Tenant or the Tenant is responsible to complete the improvements.

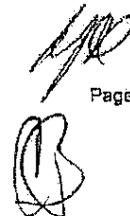
Supervision Fee for major repairs and tenant/capital improvements includes the following services:

Major Repair:

- Assessing the damage or evaluating need for major repair
- Contracting the correct contractor or vendor to repair or replace the item
- Bidding of repair to multiple contractors (under \$2500 no bid; between \$2500 and \$5000 two bids; over \$5000 three or more bids)
- Comparing contractor's proposals
- Awarding of the bid to selected contractor based on price and past performance
- Supervising the repair (coordination of work with possible existing tenants and contractor)
- Possible testing to verify if repair corrected the damage properly, secure warranty, if necessary and log on computer

Tenant/Capital Improvements:

- Meet with Tenant and architect to verify the improvements within the space (configuration of office layout, A/C, ceiling tiles, electric outlets, phone outlets, painting, flooring, doors, wood trim, exterior improvements, etc.)
- Review construction plans for any discrepancies prior to the Tenant's approval
- Instruct architect about possible changes to the plans
- Obtain Tenant's approval on plans
- Send construction plans out to contractors for bid
- Submit plans to regulatory authority for permitting
- Compare contractors' bids to ensure that everything is included in the bid
- Confer with Tenant and Owner about construction cost
- Make changes to construction plans, if needed
- Adjust construction costs based on value engineering
- Obtain final approval from Tenant and Owner to proceed with construction at the specific contractor's price
- Obtain permit from regulatory authority
- Supervise construction of space to ensure that the space is built exactly as the plans prescribe
- Deal with any change orders or unknown issues

Handwritten signature and initials in black ink, located at the bottom right of the page.

- Seek proper authority to proceed with change order
 - Do final construction punch list for space with Tenant, punch list to be completed within 30 days of lease commencement
 - Obtain all release of liens and warranties from vendors
 - Pay all contractors and vendors upon receipt of warranties, releases of lien and completion of punch list (10% deposit to be held until receipt of all items)
- 17.5 **SALES COMMISSION FEE.** In the event that the Premises are sold by Owner during the period of this Agreement, Agent shall have exclusive rights of representation in the sale. The sales commission shall be 6% on the sale price (see Schedule 1 attached).
- 17.6 **COLLECTION OF INSURANCE PROCEEDS FEE -** Agent will take a management fee on all collected insurance proceeds as defined in Paragraph 17.1, based upon agent providing necessary data and estimates to confirm validity of claim upon a loss.
- 17.7 **FOR OTHER ITEMS OF MUTUAL AGREEMENT.** If the Agent is involved with any legal proceedings involving the Owner, the property or a tenant, the Agent will include 50 hours of their time per year as part of their management fee for all tenants inclusively, but if these cases exceed the 50 hours per year, then the Agent will be paid \$100 per hour for their services over the initial 50 hours included herein.
- 17.8 **INTEREST ON UNPAID SUMS.** Any sums due Agent under any provision of this Agreement, and not paid within 30 business days after such sums have become due, shall bear interest at the rate of 1% per month.
- 18.0 **REPRESENTATIONS.** Owner represents and warrants: That Owner has full power and authority to enter this Agreement; that there are no written or oral agreements affecting the Premises other than tenant leases, copies of which have been furnished to Agent; that there are no recorded easements, restrictions, reservations, or rights of way which adversely affect the use of the Premises for the purposes intended under this Agreement; that to the best of Owner's knowledge, the property is zoned for the intended use; that all leasing and other permits for the operation of the Premises have been secured and are current; that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders, or the like (including, but not limited to, those pertaining to hazardous or toxic substances); that the building does not contain any asbestos, urea, formaldehyde, radon or other toxic or hazardous substance; and that no unsafe condition exists.
- 19.0 **STRUCTURAL CHANGES.** Owner expressly withholds from Agent any power or authority to make any structural changes in any building, or to make any other major alterations or additions in or to any such building or to any equipment in any such building, or to incur any expense chargeable to Owner other than expenses related to exercising the express powers vested in Agent through this Agreement, without the prior written consent of the following person: Robert G. DeSantis. However, such emergency repairs as may be required because of danger to life or property, or which are immediately necessary for the preservation and safety of the Premises or the safety of the tenants and occupants thereof, or required to avoid the suspension of any necessary service to the Premises, or to comply with any applicable federal, state, or local laws, regulations, or ordinances, shall be authorized pursuant to Paragraph 10.1 of this Agreement, and Agent shall notify Owner appropriately.
- 20.0 **BUILDING COMPLIANCE.** Agent does not assume and is given no responsibility for compliance of the Premises or any building thereon or any equipment therein with the requirements of any building codes or with any statute, ordinance, law or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify Owner promptly or forward to Owner promptly any complaints, warnings, notices or summonses received by Agent relating to such matters. Owner represents that to the best of Owner's knowledge the Premises and all such equipment comply with all such requirements, and Owner authorizes Agent to disclose the

ownership of the Premises to any such officials and agrees to indemnify and hold Agent, its representatives, servants and employees, harmless of and from all loss, cost, expense and liability whatsoever which may be imposed by reason of any present or future violation or alleged violation of such laws, ordinances, statutes or regulations.

21.0 TERMINATION.

- 21.1 **TERMINATION BY EITHER PARTY.** This Agreement may be terminated by either Owner or Agent, with or without cause, at the end of the initial term or of any following term year upon the giving of sixty (60) days' written notice prior to the end of said initial term or following term year.
- 21.2 **TERMINATION FOR CAUSE.** Notwithstanding the foregoing, this Agreement shall terminate in any event, and all obligations of the parties hereunder shall cease (except as to liabilities or obligations which have accrued or arisen prior to such termination, or which accrue pursuant to Paragraph 21.3 as a result of such termination, and obligations to insure and indemnify), upon the occurrence of any of the following events:
- (a) **BREACH OF AGREEMENT.** Thirty (30) days after the receipt of notice by either party to the other specifying in detail a material breach of this Agreement, if such breach has not been cured within said thirty-day period but can be cured within a reasonable time thereafter, if efforts to cure such breach have not commenced and/or such efforts are not proceeding and being continued diligently both during and after such thirty-day period prior to the breach being cured. However, the breach of any obligation of either party hereunder to pay any monies to the other party under the terms of this Agreement shall be deemed to be curable within thirty (30) days.
 - (b) **FAILURE TO ACT, ETC.** In the event that any insurance required of Owner is not maintained without any lapse, or it is alleged or charged that the Premises, or any portion thereof, or any act of failure to act by Owner, its agent and employees with respect to the Premises, fails to comply with any law or regulation, or any order or filing of any public authority, and Agent, in its sole discretion, considers that the action or position of Owner or its representatives with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license, Agent shall have the right to terminate this Agreement at any time by written notice to Owner of its election to do so, which termination shall be effective upon the service of such notice. Such termination shall not release the indemnities of Owner set forth herein.
 - (c) **EXCESSIVE DAMAGE.** Upon the destruction of or substantial damage to the Premises by any cause, or the taking of all or a substantial portion of the Premises by eminent domain, in either case making it impossible or impracticable to continue operation of the Premises.
 - (d) **INADEQUATE INSURANCE.** If Agent deems that the liability insurance obtained by Owner per Paragraph 14 is not reasonably satisfactory to protect its interest under this Agreement, and if Owner and Agent cannot agree as to adequate insurance, Agent shall have the right to cancel this Agreement upon the service of notice to Owner.
- 21.3 **TERMINATION COMPENSATION.** If Owner terminates this Agreement before the end of the initial term or any subsequent term year as provided in Paragraph 21.1 above for any reason other than for a breach by Agent under Paragraph 21.2(a) above or pursuant to the provisions of Paragraphs 21.2(b) or 21.2(d) above, then in any such event, Owner shall be obligated to pay Agent as liquidated damages an amount equal to the management fee earned by Agent, as determined under Paragraph 17.1 above, for the

calendar month immediately preceding the month in which the notice is given to Agent or to Owner, multiplied by the number of months and/or portions thereof remaining from the termination date until the end of the initial term or term year in which the termination occurred. Such damages, plus any amounts accruing to Agent prior to such termination, shall be due and payable upon termination of this Agreement. To the extent that funds are available, such sums shall be payable from the Operating (and/or) Reserve Account(s). Any amount due in excess of the funds available from the Operating (and/or) Reserve Account(s) shall be paid by Owner to Agent upon demand.

21.4 **OWNER RESPONSIBLE FOR PAYMENTS.** Upon termination of or withdrawal from this Agreement, Owner shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of Owner and responsibility for payment of all unpaid bills. In addition, Owner shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on Owner's behalf under this Agreement. Agent may withhold funds for ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to Owner, within ninety (90) days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or tenant security deposits, or both, which were held by Agent with respect to the Premises, as well as a final accounting reflecting the balance of income and expenses with respect to the Premises as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Premises.

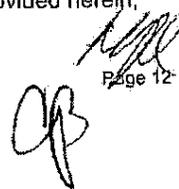
21.5 **SALE OF PREMISES.** In the event that the Premises are sold by Owner during the period of this Agreement, Agent shall have exclusive rights of representation in the sale. Agent will be responsible for providing pertinent listing data Pro-Forma information, rent rolls, and a complete listing information package for potential prospects. Agent will also be responsible for developing a marketing plan to maximize targeted investor group. Fees will be based upon the schedule provided under schedule 1 compensation summary. Upon transfer of ownership, this Agreement shall terminate by mutual consent of Owner and Agent under the terms and conditions set forth below.

22.0 **INDEMNIFICATION SURVIVES TERMINATION.** All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse, or indemnify Agent (including, but not limited to, Paragraphs 2.1, 2.3, 5, 8.4, 9.2, 9.5, 13, 14, 15, 16, 17.7, 20, 21.3 and 21.4) shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been Owner's Agent, such provisions shall apply as if this Agreement were still in effect.

23.0 **HEADINGS.** All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction of interpretation of any provision of this Agreement.

24.0 **FORCE MAJEURE.** Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather and other similar causes not within the control of the Agent, and any time period required for performance shall be extended accordingly.

25.0 **COMPLETE AGREEMENT.** This Agreement, including any specified attachments, constitutes the entire agreement between Owner and Agent with respect to the management and operation of the Premises and supersedes and replaces any and all previous management agreements entered into and/or negotiated between Owner and Agent relating to the Premises covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Owner and Agent. Except as otherwise provided herein,



any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by Owner and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

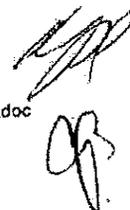
- 26.0 **RIGHTS CUMULATIVE; NO WAIVER.** No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.
- 27.0 **APPLICABLE LAW AND PARTIAL INVALIDITY.** The execution, interpretation and performance of this Agreement shall in all respects be controlled and governed by the laws of the state of Florida. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to Owner.
- 28.0 **NOTICES.** Any notices, demands, consents and reports necessary or provided for under this Agreement shall be in writing and shall be addressed as follows, or at such other address as Owner and Agent individually may specify hereafter in writing:

Agent: DeSantis Commercial Inc., 719 Colorado Avenue, Stuart, FL 34994

Owner: NOI Enterprises Corporation, Managing Co-Tenant, 719 Colorado Avenue, Stuart, FL 34994

Such notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office. Such notices, demands, consents and reports may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

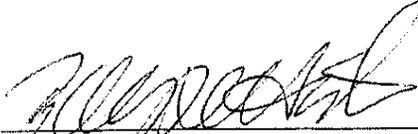
- 29.0 **AGREEMENT BINDING UPON SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties hereto and their respective personal representatives, heirs, administrators, executors, successors and assigns.
- 30.0 **COMMERCIAL LIEN ACT DISCLOSURE:** The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned. The Florida Commercial Real Estate Leasing Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your interest in the property for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.



SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this ____ day of ____ 20____.

Witnesses:



Owner: NOI Enterprises Corporation,
Managing Co-Tenant

Conrad Boyle

John Schilero

Craig Breslauer



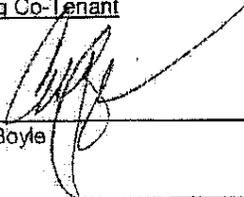
Agent: DeSantis Commercial, Inc.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this ____ day of ____ 20____.

Witnesses:

Owner: NOI Enterprises Corporation,
Managing Co-Tenant



Conrad Boyle

John Schilero

Craig Breslauer



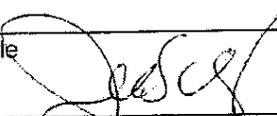
Agent: DeSantis Commercial, Inc.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this ____ day of ____ 20 ____.

Witnesses:

Owner: NOI Enterprises Corporation,
Managing Co-Tenant

Conrad Boyle 

John Schilero 

Craig Breslauer


Agent: DeSantis Commercial, Inc.

THIS INSTRUMENT PREPARED BY,

RECORD AND RETURN TO:

Conrad J. Boyle, Esquire
Mombach, Boyle & Hardin, P.A.
Suite 1950
500 East Broward Boulevard
Fort Lauderdale, FL 33394

Property Appraiser's Parcel
Identification No. 3430-600-0003-000-3

COPY

WARRANTY DEED

THIS INDENTURE, made as of the 27th day of November, 2006, by and between

MEREDITH DESANTIS, a single woman ("Grantor"), whose address is
2164 NW Tilia Trail, Stuart, FL 34994,

and

JAMES DESANTIS, a single man ("Grantee"), whose address is c/o DeSantis
Commercial, Inc., 719 Colorado Avenue, Stuart, Florida 34994.

WITNESSETH: That said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration 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, Grantor's entire interest in and to the following described land, situate, lying and being in St. Lucie County, Florida:

COPY

Parcel C of that certain plat of Home Depot at St. Lucie West, filed for record on the 17th day of September 2003, recorded in Plat Book 42, pages 26 & 26A, in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida.

SUBJECT TO: the existing Mortgage in favor of First National Bank and Trust Company of the Treasure Coast, a National Banking Association, which the Grantee assumes and agrees to pay;

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

COPY

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal as of the day and year first above written.

Signed in the presence of:

Elizabeth Terreault
Print Name: Elizabeth Terreault

Carona Scott
Print Name: Carona Scott

Meredith Desantis (SEAL)
MEREDITH DESANTIS

COPY

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 27 day of November, 2006, by MEREDITH DESANTIS, a single woman, who is personally known to me, or who produced her driver's license as identification.

KAREN WEISS
NOTARY PUBLIC-State of Florida
Print/Type/Stamp Name:
Commission Expiration Date:
Commission Number:



N:\CJB\Depot Plaza\Deed-James DeSantis.doc

COPY

COPY

COPY

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT SAINT LUCIE COUNTY
File Number: 2286395 OR BOOK 1818 PAGE 661
Recorded: 10/10/03 08:36

* Doc Assump: \$ 0.00
* Doc Tax : \$ 2,681.00
* Int Tax : \$ 0.00

PROPERTY APPRAISER'S I.D. NO.

UPON RECORDING RETURN TO:

PH

McCarthy, Summers, Wood, Sawyer & Petry, P.A.
2400 S.E. Federal Highway, 4th Floor
Stuart, Florida 34994
Attention: Terry P. McCarthy, Esq.

COPY

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of October 2, 2003, between **HOME DEPOT U.S.A., INC.**, a Delaware corporation (herein called "Grantor"), whose mailing address is 2455 Paces Ferry Road, Atlanta, Georgia 30339, and **NOI ENTERPRISES CORPORATION**, a Florida corporation, **JAMES DESANTIS AND MEREDITH DESANTIS**, husband and wife, each a resident of the State of Florida, **CRAIG BRESLAUER**, a resident of the State of Florida, **JOHN SCHILERO**, a resident of the State of Florida, and **CJB-DP, LLC**, a Florida limited liability company, its tenants in common (collectively herein called "Grantee"), whose mailing address is c/o DeSantis Commercial, Inc., 955 South Federal Highway, Suite 202, Stuart, Florida 34994.

WITNESSETH: That Grantor, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land described on Exhibit A, attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE**.

COPY

Without expanding by implication the limited nature of this warranty, this Deed and the warranty of title contained herein are made expressly subject to the list of permitted exceptions set forth on Exhibit B attached hereto and made a part hereof (collectively, the "Permitted Exceptions"). By accepting this Deed, Grantee is deemed to have assumed all of Grantor's obligations relating to the Property under the Permitted Exceptions.

Except as to any claims arising from or with respect to the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the above described property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, this day and year first above written.

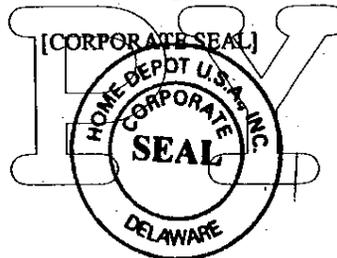
Signed, sealed and delivered in the presence of:

Witness
Name: Lindsay Henning

Witness
Name: DEBORAH L. STRAW

HOME DEPOT U.S.A., INC., a Delaware corporation

By: [Signature]
Name: RANDALPH STEPHENS
Title: SENIOR CORPORATE COUNSEL - REAL ESTATE
Date: 08/11/03
Address: 2455 Paces Ferry Road, NW
Atlanta, Georgia 30339



OR BOOK 1818 PAGE 662

COPY

CITY OF PORT ST. LUCIE, FL - CITY COUNCIL

AGENDA ITEM REQUEST

MEETING: REGULAR X SPECIAL

DATE: MAY 29, 2012

ORDINANCE RESOLUTION X MOTION PUBLIC HEARING X

ITEM: SPECIAL EXCEPTION USE APPLICATION (P12-042)
 KYOKUYAMA DOJO-MARTIAL ARTS STUDIO
 DEPOT PLAZA @ ST. LUCIE WEST

RECOMMENDED ACTION:

On May 1, 2012, the Planning and Zoning Board unanimously recommended approval of the Special Exception Use as recommended by the staff.

EXHIBITS:

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

SUMMARY EXPLANATION/BACKGROUND INFORMATION:

To allow a recreational amusement facility (martial arts studio) in the CG (General Commercial) zoning, as permitted per §158.124 (C) (16).

IF PRESENTATION IS TO BE MADE, HOW MUCH TIME WILL BE REQUIRED?

None

SUBMITTING DEPARTMENT: PLANNING and ZONING

DATE: 5/16/12

COPY

STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me this 25 day of September, 2003, by Randy Stephens, the Dr. Corp. Counsel of Home Depot U.S.A., Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me.

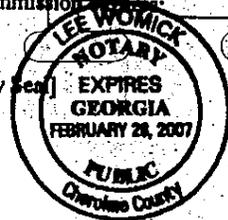
Witness my hand and official seal

COPY

Lee Womick
Name: LEE WOMICK
Notary Public

My commission expires:

[Notary Seal]



COPY

DR BOOK 1818 PAGE 663

COPY

EXHIBIT A

LEGAL DESCRIPTION

Parcel C of that certain plat of Home Depot at St. Lucie West, filed for record on the 17th day of September, 2003, recorded in Plat Book 42, pages 26 & 26A, in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida.

COPY

COPY

OR BOOK 1B18 PAGE 664

COPY

OR BOOK 1818 PAGE 665

EXHIBIT B

PERMITTED TITLE EXCEPTIONS

1. Taxes for the year 2003 and subsequent years, not yet due and payable.
2. All existing zoning laws and ordinances.
3. All easements, restrictions and encroachments of record or which would be ascertainable by an inspection or survey of the Property.
4. Restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), covenants, easement(s), setback(s), if any, as may be shown on the Plat of ST. LUCIE WEST PLAT NO. 131 recorded in Plat Book 39, Page 14 of the Public Records of St. Lucie County, Florida.
5. Regulations and obligations as contained in the Development Order as evidenced by the Notice and Adoption of Development Order as filed in O.R. Book 571, Page 833, as amended in O.R. Book 616, Page 2718; O.R. Book 627, Page 554; O.R. Book 640, Page 176; O.R. Book 703, Page 1189; O.R. Book 840, Page 2326 and O.R. Book 1112, Page 1302 of the Public Records of St. Lucie County, Florida.
6. Restrictions, Covenants and Conditions as contained in the Restrictive Covenants as to Non-Use as filed in O.R. Book 819, Page 2477; O.R. Book 884, Page 2225, as assigned by Assignment of Declarant's Rights as filed in O.R. Book 1016, Page 2263 and as affected by Consent to Use filed in O.R. Book 1024, Page 345 of the Public Records of St. Lucie County, Florida.
7. Covenants, Conditions, Easements and Obligations as contained in the License Agreement as filed in O.R. Book 757, Page 2220 of the Public Records of St. Lucie County, Florida.
8. Covenants, Conditions, Restrictions and Obligations as contained in the Non-Exclusive Irrevocable License Agreement as filed in O.R. Book 768, Page 650 of the Public Records of St. Lucie County, Florida.
9. Assessment and taxes as levied by the St. Lucie West Service District as set forth in the Commissioner's Report as filed in O.R. Book 683, Page 2008; as affected by the Final Judgment filed in O.R. Book 964, Page 1010 and the Final Judgment filed in O.R. Book 1212, Page 786 and further affected by the Certificate of No. Appeal filed in O.R. Book 1219, Page 1005 of the Public Records of St. Lucie County, Florida.
10. Restrictions, Covenants, Conditions, Easements and Matters as set forth in the Declaration of Covenants, Restrictions and Easement for St. Lucie West Vista Association, now known as St. Lucie West Commercial Association, as filed in O.R. Book 636, Page 1687, as modified by amendment as filed in O.R. Book 649, Page 1363; O.R. Book 678, Page 1375, (as refiled in O.R. Book 680, Page 1046); O.R. Book 691, Page 1619, (as re-filed in O.R. Book 693, Page 702); O.R. Book 715,

COPY

OF BOOK 1818 PAGE 666

Page 354; O.R. Book 719, Page 263; O.R. Book 722, Page 525,6 O.R. Book 749, Page 2355; O.R. Book 808, Page 2078; O.R. Book 937, Page 1073; O.R. Book 937, Page 1077; O.R. Book 962, Page 1630; O.R. Book 978, Page 1611; O.R. Book 1082, Page 190; O.R. Book 1082, Page 193; O.R. Book 1164, Page 1562; O. Book 1192, Page 1787; O.R. Book 1198, Page 2457; O.R. Book 1215, Page 787 and as assigned in O.R. Book 898, Page 1761 and O.R. Book 1016, Page 2257 of the Public Records of St. Lucie County, Florida.

11. Reservations, Right and Obligations of Architectural Approval Rights as assigned to St. Lucie Development Corporation by Assignment filed in O.R. Book 1016, Page 2278 of the Public Records of St. Lucie County, Florida.
12. Terms of the Interlocal Agreement 1999 Road Impact Project by and between the City of Port St. Lucie and the St. Lucie West Services District, as filed in O.R. Book 1239, Page 2089 of the Public Records of St. Lucie County, Florida.
13. Taxes and Assessments as may be imposed by the Notice of establishment of the St. Lucie West Services District as filed in O.R. Book 1250, Page 1737; the Final Judgment validating Utility Revenue Bonds filed in O.R. Book 1268, Page 1264 and Certified Copy of Certificate No. Appeal filed in O.R. Book 1274, Page 1741 of the Public Records of St. Lucie County, Florida.
14. Terms and Conditions of the policies of the St. Lucie West Services District pursuant to the Notice of Water and Sewer Utility Operating Policy filed in O.R. Book 1285, Page 2156, Public Records of St. Lucie County, Florida.
15. Terms and Conditions of the School Impact Fee Credit Agreement between St. Lucie West Development Corporation and The School Board of St. Lucie County filed in O.R. Book 1033, Page 2199 of the Public Records of St. Lucie County, Florida.
16. Terms and Conditions of the Interim Road Impact Fees as filed in O.R. Book 573, Page 303; O.R. Book 579, Page 2706; O.R. Book 663, Page 2607; O.R. Book 718, Page 1876; O.R. Book 872, Page 555; O.R. Book 898, Page 2684; O.R. Book 899, Page 1945; O.R. Book 1016, Page 2297; O.R. Book 1211, Page 504; Assignment and Assumption of Agreement filed in O.R. Book 898, Page 1796 of the Public Records of St. Lucie County, Florida.
17. Terms, covenants, conditions, easement rights and obligations as set forth in that certain Easement for Drainage in favor of St. Lucie West Services District filed in Official Records Book 1166, Page 2243 of the Public Records of St. Lucie County, Florida.
18. Terms, covenants, conditions, easement rights and obligations as set forth in that certain Easement for Propane and/or Natural Gas Transmissions and Pipeline Facilities and related appurtenances in favor of Elizabethown Gas Company, d/b/a (in Florida) City Gas Company of Florida, filed in O.R. Book 849, Page 892 of the Public Records of St. Lucie County, Florida.
19. Easement in favor of Florida Power & Light Company filed in O.R. Book 539, Page 445 of the Public Records of St. Lucie County, Florida.

OR BOOK 1818 PAGE 667
COPY

20. Easement for landscaping and signage in favor of St. Lucie West Development Corporation filed in O.R. Book 1407, Page 1948 of the Public records of St. Lucie County, Florida.
21. Easement for anchor in favor of Florida Power & Light Company as filed in O.R. Book 210, Page 368 and as shown on the Plat of St. Lucie West Plat No. 131, Parcel 34 Revised, as filed in Plat Book 39, Page 14 of the Public Record of St. Lucie County, Florida.
22. Terms, covenants, conditions, easement rights and obligations as set forth in that certain Easement filed in Official Records Book 1465, Page 2196 of the Public Records of St. Lucie County, Florida.
23. Covenants, conditions, restrictions and/or easements (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), contained in Special Warranty Deed recorded June 4, 2002 in Official Records Book 1535, Page 2254 of the Public Records of St. Lucie County, Florida.
24. Terms, covenants, conditions, easement rights and obligations as set forth in that certain Easement filed October 2, 2002 in Official Records Book 1589; Page 1254 of the Public Records of St. Lucie County, Florida.

COPY