

RESOLUTION NO. 12-R63

A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR 299 S.W. PORT ST. LUCIE BLVD. (P12-030) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF COTLEUR AND HEARING, INVESTMENTS INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida has been requested by the owner, Cotleur and Hearing Investments, Inc., to approve and accept the preliminary and final plat titled 299 S.W. Port St. Lucie Blvd., within the City of Port St. Lucie, Florida; and

WHEREAS, the plat conforms to Section 156, Port St. Lucie City Code, and meets all state requirements for such plats; and

WHEREAS, there are no public roads, drainage, or utility facilities to be constructed within the platted area; and

WHEREAS, the Site Plan Review Committee, on March 28, 2012, recommended approval of the preliminary and final plat (P12-030); and

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

Section 1. That the City Council hereby approves the preliminary and final plat titled 299 S.W. Port St. Lucie Blvd., (P12-030), within the City of Port St. Lucie, Florida, said plat being offered by Cotleur and Hearing Investments, Inc., as the owner and title holder of said property and as prepared by Dailey and Associates, Inc., as designated on the attached said plat.

Section 2. That the Mayor and City Clerk of the City of Port St. Lucie, Florida, are hereby authorized to countersign the said preliminary and final plat.

RESOLUTION NO.12

Section 3. 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
11th day of June, 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, FL - CITY COUNCIL

AGENDA ITEM REQUEST

MEETING: REGULAR SPECIAL

DATE: JUNE 11, 2012

ORDINANCE RESOLUTION MOTION PUBLIC HEARING

ITEM: PRELIMINARY AND FINAL PLAT APPLICATION (P12-030)
 299 S.W. PORT ST. LUCIE BLVD. (BAYSHORE PLAZA) REPLAT

RECOMMENDED ACTION:

The Site Plan Review Committee recommended approval of the preliminary and final plat on March 28, 2012.

EXHIBITS:

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

SUMMARY EXPLANATION/BACKGROUND INFORMATION:

The purpose of the subdivision plat is to create an out parcel (Tract B) for the Bayshore Plaza that complies with the City's codes and State Statutes.

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

None

SUBMITTING DEPARTMENT: PLANNING and ZONING

DATE: 6/04/2012



City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: CITY COUNCIL MEETING OF JUNE 11, 2012

FROM: THRESIAMMA KURUVILLA, PLANNER *TK*

RE: PRELIMINARY AND FINAL PLAT APPLICATION (P12-030)
299 S.W. PORT ST. LUCIE BLVD. (BAYSHORE PLAZA) REPLAT

DATE: JUNE 4, 2012

APPLICANT: Donaldson Hearing of Cotleur & Hearing, Inc. Authorization letter is attached to the staff report.

OWNER: Cotleur & Hearing Investments, Inc. Proof of ownership is attached.

LOCATION: The property is located at 299 SW Port St. Lucie Blvd., at the northeast corner of Bayshore Blvd. and Port St. Lucie Blvd.

LEGAL DESCRIPTION: A portion of Tract A, according to DHP Plat One, as recorded in plat book 25, pages 41 and 41A, lying in Section 8, township 37 South, range 40 East, City of Port St. Lucie.

SIZE: 0.894 acres (38,943 sq. ft.)

EXISTING ZONING: CG/SEU (General Commercial/Special Exception Use) zoning

EXISTING USE: The site has an existing automobile gasoline service station with 8 pumps, a retail convenience store, and a car wash.

SURROUNDING USES: North = CG (General Commercial) zoning, Victoria Square shopping plaza (Winn-Dixie); South = CG (General Commercial) zoning, Walgreens; East = CG (General Commercial) zoning, Victoria Square shopping plaza (Winn-Dixie); West = Bayshore Blvd., and I (Institutional) zoning, Florida Turnpike Interchange.

PROPOSED PROJECT: The purpose of the subdivision plat is to create an out parcel (Tract B) for the Bayshore Plaza that complies with the City's codes and State Statutes.

IMPACTS AND FINDINGS:

The project has been reviewed for compliance with Chapter 160.01, City Code, regarding provision of adequate public facilities and documented as follows:

Sewer/Water Service: The City of Port St. Lucie is the water and sewer service provider.

Transportation: Per the Institute of Transportation Engineers Trip Generation, 8th Edition, this lot with 8 pumps will generate 20 traffic trips per weekday. The proposed subdivision plat will not adversely impact traffic.

Parks/Open Space: Not applicable.

Storm Water: Paving and drainage plans that are in compliance with the adopted level of service standard are required in conjunction with the building permit review.

Solid Waste: Not applicable.

Fire District: The access location (external and internal) has been approved by the Fire District for safety purposes.

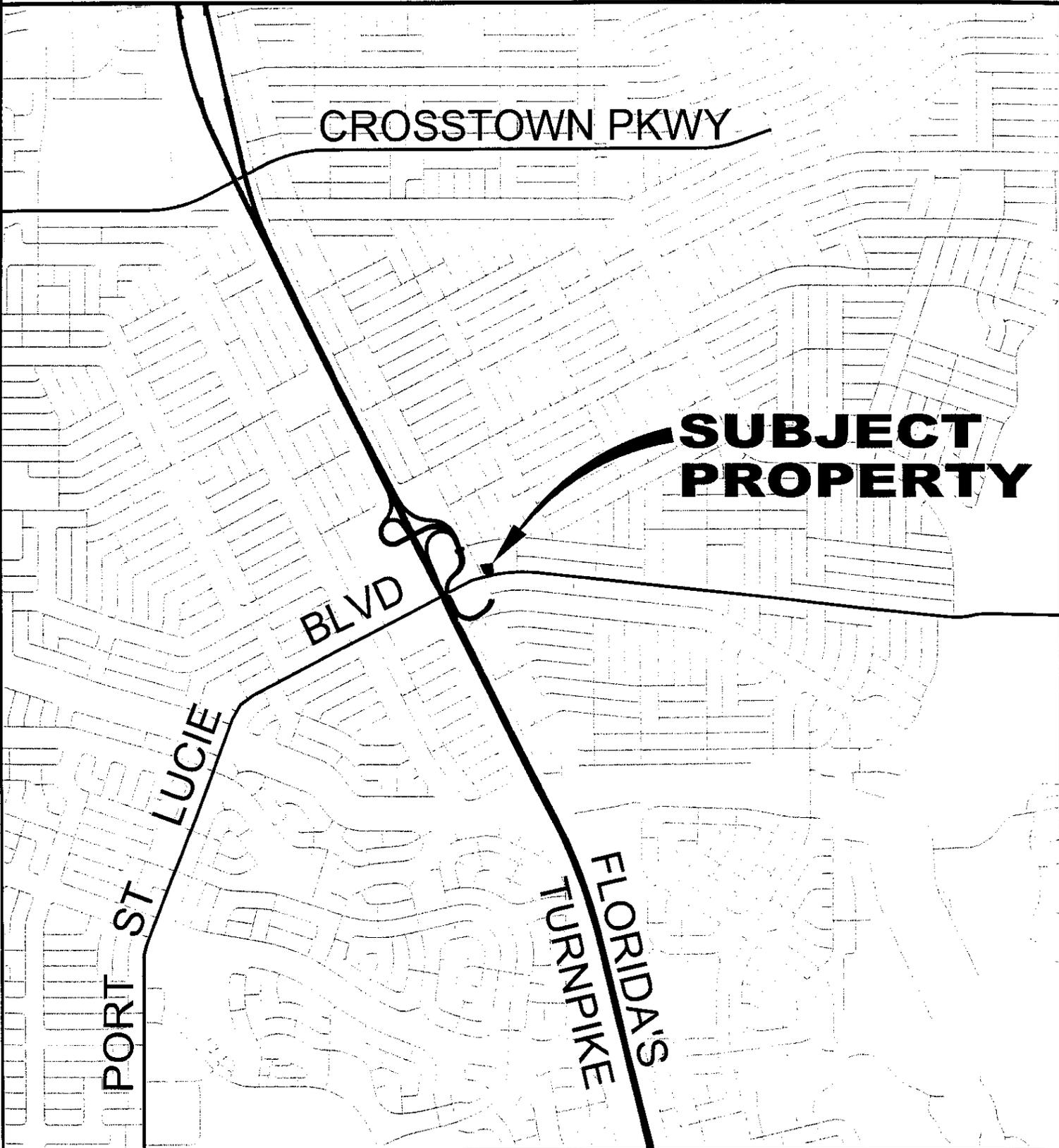
Environmental: Not applicable.

Other: On January 9, 2012, the City Council approved Special Exception Uses for a convenience store, car wash, and a gas station on this property. The City's surveyor, Legal department, Engineering department, Finance department, and MIS has reviewed and approved this replat.

STAFF RECOMMENDATION:

The Site Plan Review Committee recommended approval of the preliminary and final plat on March 28, 2012. The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the approved zoning, policies of the City's Comprehensive Plan, City Subdivision Code, and recommends approval.

SITE LOCATION



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT

PZ 2012.DWG

SUBDIVISION PLAT
299 S.W. PORT ST. LUCIE BLVD.

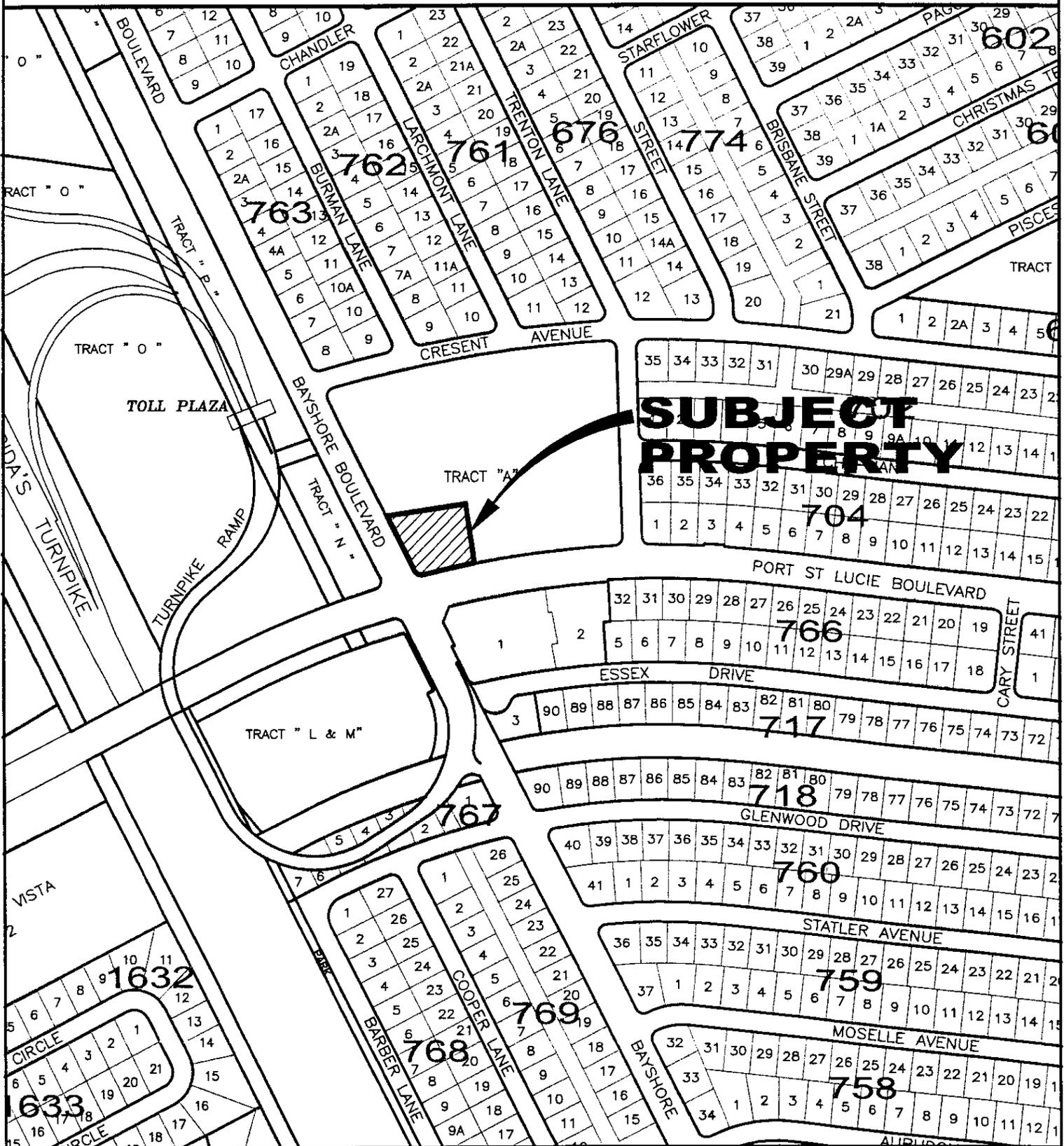
DATE: 3/26/2012

APPLICATION NUMBER:
P12-030

CADD FILE NAME:
P12-030L

SCALE: 1" = .5 MI

SITE LOCATION

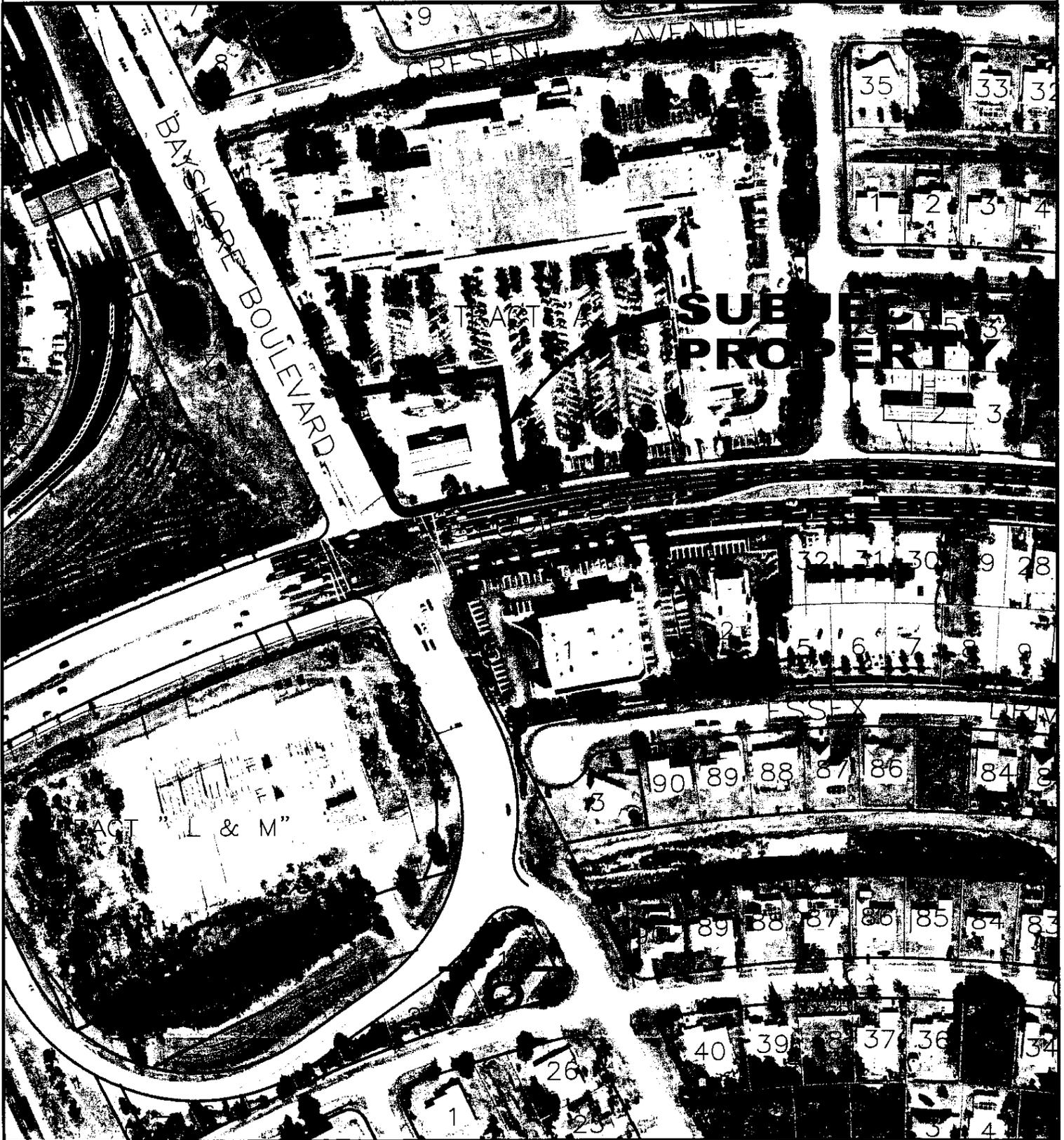


CITY OF PORT ST. LUCIE
 PLANNING & ZONING DEPT.
 Prepared by:
 M.I.S. DEPARTMENT

SUBDIVISION PLAT
 299 S.W. PORT ST. LUCIE BLVD.

DATE: 3/26/2012
 APPLICATION NUMBER:
 P12-030
 CADD FILE NAME:
 P12-030M
 SCALE: 1"=400'

SITE LOCATION



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT

PZ 2012.DWG

SUBDIVISION PLAT
299 S.W. PORT ST. LUCIE BLVD.

AERIAL DEC 2010

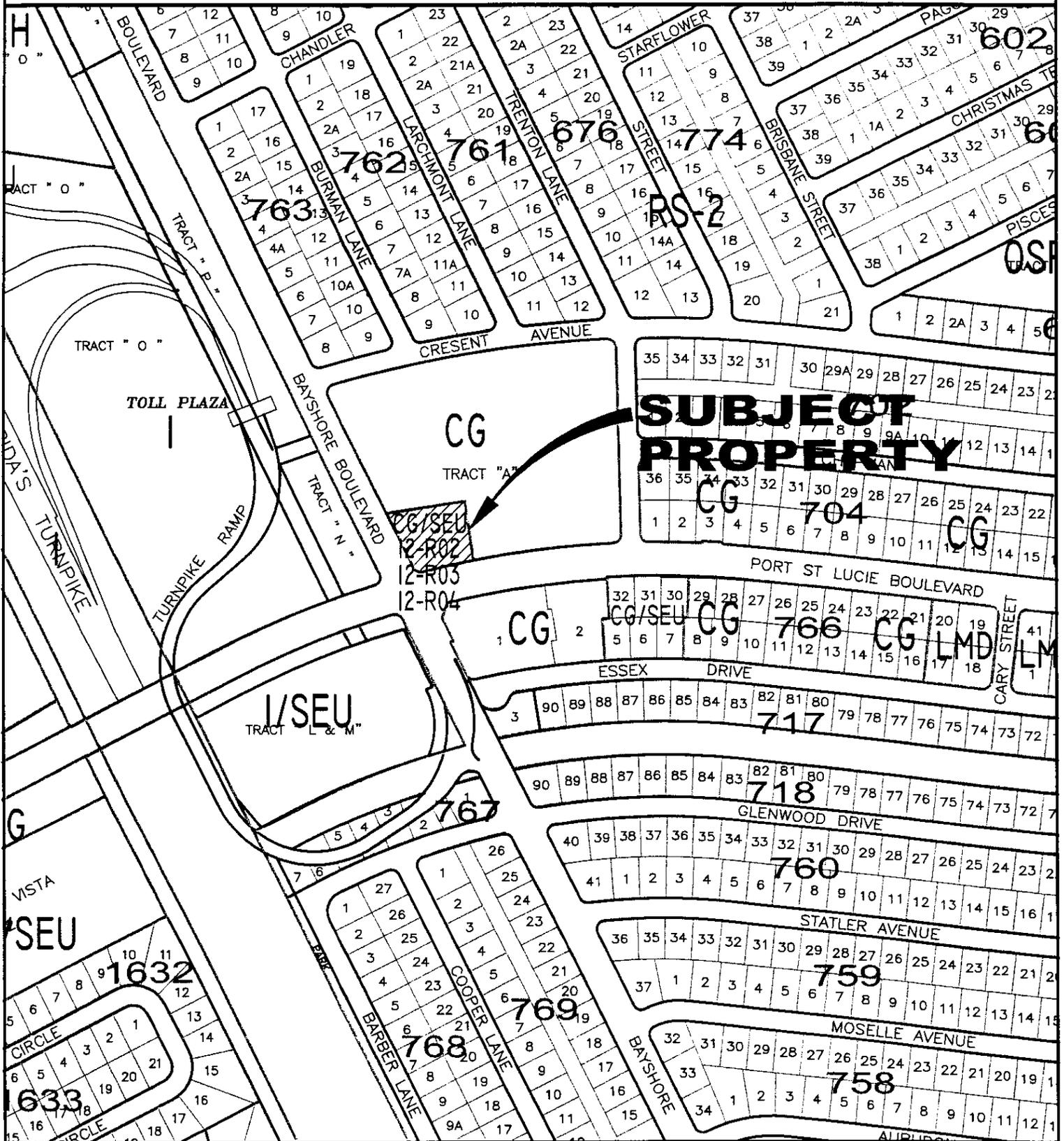
DATE: 3/26/2012

APPLICATION NUMBER:
P12-030

CADD FILE NAME:
P12-030A

SCALE: 1" = 200'

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT

PZ 2012.DWG

SUBDIVISION PLAT
299 S.W. PORT ST. LUCIE BLVD.

DATE: 3/26/2012

APPLICATION NUMBER:
P12-030

CADD FILE NAME:
P12-030M

SCALE: 1" = 400'

SUBDIVISION PLAT APPLICATION

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPARTMENT
(772)871-5212 FAX: (772)871-5124

P&Z File No. P12-030
Fee (Nonrefundable)\$ 945.00
Receipt # 11604

PROJECT NAME: Bayshore Plaza Out Parcel

LEGAL DESCRIPTION: See Attached

LOCATION OF PROJECT SITE: NE corner of Port St. Lucie Blvd and Bayshore Blvd.

PROPERTY TAX I.D. NUMBER: 4408-510-0002-000-4

CIRCLE ONE: PRELIMINARY FINAL PRELIMINARY & FINAL
Gas Station with Convenience Store and Car Wash.

PROPOSED USE:

GROSS SQ. FT. OF STRUCTURE(S): 1,001 sf

NUMBER OF DWELLING UNITS & DENSITY FOR MULTI-FAMILY PROJECTS: Not Applicable

UTILITIES & SUPPLIER: PSLUSD

GROSS ACREAGE & SQ. FT. OF SITE: 0.894 acres (38,943 s.f.)

FUTURE LAND USE DESIGNATION: Commercial ZONING DISTRICT: CG

OWNER(S) OF PROPERTY: Cotleur&Hearing Investments, Inc
NAME, ADDRESS, TELEPHONE & FAX NO. 1934 Commerce Lane, Jupiter, FL 33458
561.718.6010 / 561.747.1377 f

APPLICANT OR AGENT OF OWNER: Cotleur & Hearing, Inc. (agent)
NAME, ADDRESS, TELEPHONE & FAX NO. 561.747.6336 / 561.747.1934 f.

PROJECT ARCHITECT/ENGINEER: Surveyor: Dailey & Associates, Inc.
(FIRM, ENGINEER OF RECORD Tequesta, Florida 33469

FLORIDA REGISTRATION NO., CONTACT PERSON, ADDRESS, PHONE & FAX No.) 112 N US Highway One
561.746.8424

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

- I HEREBY AUTHORIZE THE ABOVE LISTED AGENT TO REPRESENT ME. I GRANT THE PLANNING DEPARTMENT PERMISSION TO ACCESS THE PROPERTY FOR INSPECTION.

- I FULLY UNDERSTAND THAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND THE COMMENCEMENT OF ANY DEVELOPMENT ALL PLANS AND DETAIL PLANS MUST BE REVIEWED AND APPROVED BY THE CITY PURSUANT TO SUBDIVISION REGULATIONS CHAPTER 156.

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.

OWNER'S SIGNATURE [Signature] HAND PRINT NAME Donaldson Hearing TITLE Owner / VP DATE 3-6-12

LEGAL DESCRIPTION

PARCEL 1

A PORTION OF TRACT A, DHP PLAT ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 25, PAGE 41 AND 41A, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PORT ST. LUCIE BOULEVARD (100.00 FOOT RIGHT OF WAY) AND THE CENTERLINE OF BAYSHORE BOULEVARD (100.00 FOOT RIGHT OF WAY); THENCE NORTH 26 DEGREES 54'12" WEST ALONG THE CENTERLINE OF BAYSHORE BOULEVARD A DISTANCE OF 60.32 FEET; THENCE NORTH 63 DEGREES 05'48" EAST A DISTANCE OF 50.00 FEET TO THE EAST RIGHT OF WAY OF BAYSHORE BOULEVARD AND THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE NORTH 26 DEGREES 54'12" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 175.00 FEET; THENCE NORTH 81 DEGREES 42'24" EAST A DISTANCE OF 250.76 FEET; THENCE SOUTH 08 DEGREES 17'36" EAST A DISTANCE OF 170.86 FEET TO THE NORTH RIGHT OF WAY LINE OF PORT ST. LUCIE BOULEVARD; THENCE WESTERLY AND SOUTHERLY ALONG NORTH RIGHT OF WAY LINE, ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT (CONCAVE SOUTHERLY) HAVING A RADIUS OF 2985.60 FEET, WHOSE RADIUS BEARS SOUTH 10 DEGREES 42'00" EAST FROM THE LAST DESCRIBED POINT, WITH A CENTRAL ANGLE OF 03 DEGREES 14'49" AND AN ARC DISTANCE OF 169.20 FEET TO A POINT OF REVERSE CURVE; THENCE WESTERLY AND NORTHERLY ALONG SAID RIGHT OF WAY LINE ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT (CONCAVE NORTHEASTERLY) HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 77 DEGREES 02'37", AN ARC DISTANCE OF 33.62 FEET, TO THE POINT OF BEGINNING.

PARCEL 2:

A PORTION OF TRACT A, DHP PLAT ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 25, PAGE 41 AND 41A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF PORT ST. LUCIE BOULEVARD (100.00 FOOT RIGHT OF WAY) AND THE CENTERLINE OF BAYSHORE BOULEVARD (100.00 FOOT RIGHT OF WAY); THENCE RUN NORTH 26 DEGREES 54'12" WEST ALONG THE CENTERLINE OF BAYSHORE BOULEVARD A DISTANCE OF 60.32 FEET; THENCE RUN NORTH 63 DEGREES 05'48" EAST A DISTANCE OF 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF BAYSHORE BOULEVARD; THENCE RUN NORTH 26 DEGREES 54'12" WEST ALONG SAID EAST RIGHT OF WAY A DISTANCE OF 182.18 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREINAFTER DESCRIBED; THENCE RUN NORTH 81 DEGREES 42'24" EAST A DISTANCE OF 243.05 FEET; THENCE RUN SOUTH 08 DEGREES 17'36" EAST A DISTANCE OF 6.80 FEET THENCE RUN SOUTH 81 DEGREES 42'24" WEST A DISTANCE OF 240.76 FEET; THENCE RUN NORTH 26 DEGREES 54'12" WEST A DISTANCE OF 7.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PARCELS:

A PORTION OF TRACT A, DHP PLAT ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 25, PAGE 41 AND 41A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF PORT ST. LUCIE BOULEVARD (100.00 FOOT RIGHT OF WAY) AND THE CENTERLINE OF BAYSHORE BOULEVARD (100.00 FOOT RIGHT OF WAY) THENCE RUN NORTH 26 DEGREES 54'12" WEST ALONG THE CENTERLINE OF BAYSHORE BOULEVARD FOR A DISTANCE OF 60.32 FEET; THENCE RUN NORTH 63 DEGREES 05'48" EAST A DISTANCE OF 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF BAYSHORE BOULEVARD; THENCE RUN NORTH 26 DEGREES 54'12" WEST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 182.18 FEET; THENCE RUN NORTH 81 DEGREES 42'24" EAST FOR A DISTANCE OF 243.05 FEET; THENCE RUN SOUTH 08 DEGREES 17'36" EAST FOR A DISTANCE OF 6.8 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREINAFTER DESCRIBED; THENCE RUN NORTH 81 DEGREES 42'24" EAST FOR A DISTANCE OF 10.00 FEET; THENCE RUN SOUTH 08 DEGREES 17'36" EAST FOR A DISTANCE OF 170.86 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PORT ST. LUCIE BOULEVARD; THENCE RUN WESTERLY AND SOUTHERLY ALONG SAID NORTH RIGHT OF WAY LINES, ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2985.60 FEET, WHOSE RADIUS POINT BEARS SOUTH 10 DEGREES 42'00" EAST FROM THE LAST DESCRIBED POINT, WITH A CENTRAL ANGLE OF 00 DEGREES 11'32", AN ARC DISTANCE OF 10.01 FEET; THENCE RUN NORTH 08 DEGREES 17'36" WEST FOR A DISTANCE OF 171.30 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

VESTED TITLEHOLDERS RIGHT, TITLE AND INTEREST IN AND TO THE BENEFITS UNDER THAT CERTAIN NON-EXCLUSIVE WATER AND SEWER LINE EASEMENT RECORDED IN O.R. BOOK 694, PAGE 424; NON-EXCLUSIVE CROSS EASEMENT AGREEMENT RECORDED IN O.R. BOOK 694, PAGE 430; AND NON-EXCLUSIVE STORMWATER DRAINAGE EASEMENT RECORDED IN O.R. BOOK 694, 436; AS MODIFIED IN O.R. BOOK 726, PAGE 2498, ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Cotleur & Hearing Investments, Inc.

1934 Commerce Lane, Suite 1
Jupiter, FL 33458
p: 561-747-6336; f: 561-747-1377

March 5, 2012

Thresiamma Kuruvilla
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

**RE: Bayshore Plaza Gas Station; CH Project #11-0511
Letter of Authorization from Owner**

Dear Thresiamma:

This letter will serve as authorization from Donaldson Hearing, Managing Partner and Vice President of Cotleur & Hearing Investments Inc., for **Cotleur & Hearing, Inc.** to represent the Bayshore Plaza Outparcel Gas Station in any site planning, Engineering, submittals and/or plat matters.

Should you have any questions, or need any additional information, please do not hesitate to contact me.

Sincerely yours,
Cotleur & Hearing Investments, Inc.



Donaldson Hearing, VP / Managing Partner

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA

CASE NO.: 56 2008 CA 011027

RBC BANK (USA), as successor by merger
to INDIAN RIVER NATIONAL BANK,

Plaintiff,

vs.

SMB MANAGEMENT, INC., a Florida
Corporation, TIMESAVER FOOD STORES
COMPANY, a Delaware Corporation,
AUDRY E. BEREZUK, STEVEN BEREZUK,
CHEVRON USA, INC., a Pennsylvania Corporation,
and UNKNOWN TENANTS 1 and 2,

Defendants.

2012 JAN 31 PM 12:36
ST. LUCIE COUNTY
CLERK OF CIRCUIT COURT

CERTIFICATE OF SALE

The undersigned clerk of the court certifies that notice of public sale of the property described in the order or final judgment was published in the St. Lucie News Tribune, a newspaper circulated in St. Lucie County, Florida, in the manner shown by the proof of publication attached, and on January 31, 2012, the property was offered for public sale to the highest and best bidder for cash. The highest and best bid received for the property in the amount of \$ 100.00 was submitted by COTLEUR & HEARING INVESTMENTS, INC., a Florida Corporation, to whom the property was sold. The proceeds of the sale are retained for distribution in accordance with the order or final judgment or law.

WITNESS my hand and the seal of this court on January 31, 2012.



Joseph E. Smith, Clerk

By: _____

(Deputy Clerk)

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA

CASE NO.: 56 2008 CA 011027

RBC BANK (USA), as successor by merger
to INDIAN RIVER NATIONAL BANK,

Plaintiff,

vs.

SMB MANAGEMENT, INC., a Florida
Corporation, TIMESAVER FOOD STORES
COMPANY, a Delaware Corporation,
AUDRY E. BEREZUK, STEVEN BEREZUK,
CHEVRON USA, INC., a Pennsylvania Corporation,
and UNKNOWN TENANTS 1 and 2,

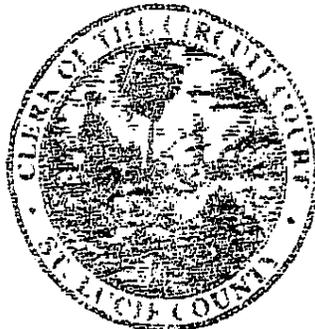
Defendants.

2012 JAN 31 PM 12:36
ST. LUCIE COUNTY
CLERK OF CIRCUIT COURT

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The undersigned clerk of the court certifies that notice of public sale of the property described in the order or final judgment was published in the St. Lucie News Tribune, a newspaper circulated in St. Lucie County, Florida, in the manner shown by the proof of publication attached, and on January 31, 2012, the property was offered for public sale to the highest and best bidder for cash. The highest and best bid received for the property in the amount of \$100.00 was submitted by COTLEUR & HEARING INVESTMENTS, INC., a Florida Corporation, to whom the property was sold. The proceeds of the sale are retained for distribution in accordance with the order or final judgment or law.

WITNESS my hand and the seal of this court on January 31, 2012.



Joseph E. Smith, Clerk

By: _____

(Deputy Clerk)



Cotleur & Hearing

Landscape Architects | Land Planners | Environmental Consultants

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

May 10, 2012

Greg Oravec
Assistant City Manager - CRA Director
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

RECEIVED

MAY 11 2012

City Manager's Office

**Re: 299 Port St. Lucie Boulevard
CH Project #110511**

Dear Greg:

Your office has made an inquiry as to the status of the property located at 299 Port St. Lucie Boulevard. The subject property is located on the northeast quadrant of Port St. Lucie Boulevard and Bayshore.

Background

Cotleur & Hearing Investments just purchased the Note of Foreclosure on the subject property from RBC Bank in November, 2011. Following the acquisition of the Note, we proceeded expeditiously to complete the foreclosure and take control of the property. As a part of the acquisition, Cotleur & Hearing Investments compelled RBC Bank to bring resolution to the outstanding liens and fines associated with various Code enforcement cases against the previous owner. Based on our records, final resolution to these issues were satisfied in late December or early January of 2011. The Sale of Foreclosure was conducted in early February, 2012, through St. Lucie County. Due to backlog within the Court system and other clerical issues, Cotleur & Hearing Investments did not take clear title to the property until late March, 2012.

Governmental Approvals

In early November, 2011, when Cotleur & Hearing Investment's purchase of the Judgment of Foreclosure (the note), an application was filed to renew the previous Special Exceptions for carwash, gas station, convenience store that existed on the property. Cotleur & Hearing Investments negotiated a lease, which remains pending, with Reliance Petroleum for operations, maintenance and management for the gas station and convenience store. Reliance petroleum operates the Chevron station on Port St. Lucie Boulevard that is owned by Coco Vista, LLC, an affiliated company of Cotleur & Hearing Investments. Special exceptions and final approvals were granted by the City Commission in January, 2012. Reliance Petroleum was proceeding with the planned rebranding and redevelopment of the property, when they learned Racetrack, a national discount petroleum company, had filed an application with the city for Special Exception Approval, just a couple of blocks east of the 299 Port St. Lucie Boulevard property.

Racetrack is a nationally known and steep discounter of petroleum and gasoline, which makes it very difficult for a local or regional petroleum company, such as Reliance to compete. While we recognize that competition is generally good and a part of the American way, such, greatly impacts the willingness of our tenant to invest the funds necessary to rebrand the property for a gasoline filling station. Reliance remains very interested in moving forward, pending the outcome of the Racetrack petition.

Next Steps

In accordance with the Conditions of Approval for Special Exceptions, Cotleur & Hearing Investments was required to file and record a plat for the property and to relate the ADA accessible parking space. An Application for Subdivision was filed with the City of Port St. Lucie, Engineering Department in late March, 2012. Technical compliance was granted in late April, 2012. The approval of the plat, which sets the stage for the redevelopment of the property, is scheduled to be on the June 11, 2012, City Council agenda. Cotleur & Hearing Investments continues to work with Reliance Petroleum and other commercial businesses that have expressed interest in the property. It is our intent to re-landscape the property, contemporaneously with the St. Lucie Boulevard enhancement project. If it becomes clear that the use of the site, as a free standing gasoline filling station is no longer economically viable, the building will be dismantled and the property developed for other commercial purposes.

We trust that this update is of assistance to you. Cotleur & Hearing has substantial investments on Port St. Lucie Boulevard and is committed to preserving and enhancing the values of the corridor. Should you have further questions, or require further information, please don't hesitate to contact me.

Sincerely yours,
Cotleur & Hearing, Inc.



Donaldson E. Hearing, ASLA, LEED® AP
Principal

DEH/mlb

CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT, made this 9th day of May, 1990, by and between PORT ST. LUCIE ASSOCIATES, a Florida Joint Venture, hereinafter referred to as "Seller," and CHEVRON U.S.A. INC., a Pennsylvania Corporation, its successors and assigns, hereinafter referred to as "Purchaser."

W I T N E S S E T H :

WHEREAS, Seller is the owner of certain property in St. Lucie County, Florida, more particularly described on Exhibit "A" attached hereto (hereinafter referred to as the "Seller's Property"); and

WHEREAS, Purchaser is the owner of certain contiguous property which is described on Exhibit "B" attached hereto (hereinafter referred to as the "Outparcel"); and

WHEREAS, the parties hereto intend to develop their respective properties for commercial uses and are desirous of allowing crossover access between their respective properties to permit parking and to permit vehicular and pedestrian traffic from one property to the other.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledge, the parties hereto agree as follows:

1. Grant of Easement. Seller and Purchaser, their successors and assigns, hereby give and grant to each other forever for the benefit of their respective properties as described on attached Exhibit "A" and "B", a non-exclusive easement for access, ingress, egress and parking for motor vehicle and pedestrian traffic, over, across, and through such portions of Seller's Property and the Outparcel as may be approved by the governmental authorities of applicable jurisdiction in locations mutually acceptable to Seller and Purchaser. No barriers, fences, curbs or other obstacles shall be erected or maintained along the common boundary of Seller's Property or the Outparcel which would unreasonably obstruct the free flow of pedestrian and vehicular traffic between the properties.

2. Reservation of Right to Grant Further Easement. Purchaser hereby acknowledges the right of Seller to grant certain other easement interests which will provide for parking and for the ingress and egress of vehicular and pedestrian traffic for the benefit and burden of the Seller's Property and other outparcels. Seller hereby reserves the right to make other easement grants affecting the Seller's Property to third parties, as well as the right to assign its rights under this Agreement as same relate to the Outparcel, and does hereby agree to assign to Purchaser, and Purchaser agrees to consent to abide by, on a non-exclusive basis, type non-exclusive right for parking and for ingress and egress of vehicular and pedestrian traffic presently existing or to be existing for the benefit and burden of the Seller's Property. In the event Seller elects to record an easement agreement to provide for ingress and egress of vehicular and pedestrian traffic for the benefit of Seller's Property, the Outparcel and other outparcels on an integrated basis, Purchaser, its successors and assigns, agree to promptly join in and acknowledge such agreement, by a written instrument in recordable form which shall supersede this Cross Easement Agreement;

provided Purchaser's rights hereunder are not limited nor its obligations increased thereby.

3. Duty to Modify. In the event that a prospective or actual construction or permanent mortgagee of Seller's shall as a condition of granting construction or permanent financing, request reasonable modifications to this Cross Easement Agreement, the parties hereto, their successors and assigns, agree to promptly join in and acknowledge such modifications, by a written instrument in a recordable form; provided purchaser's rights hereunder are not limited nor its obligations increased thereby.

4. Maintenance. Nothing contained herein shall impose any obligations on Seller with respect to the maintenance of any portion of the Outparcel nor impose any obligations on Purchaser with respect to the maintenance of any portion of the Seller's Property; it being understood that all maintenance obligations shall remain with the fee simple owner of the respective parcel.

5. General Provisions.

A. Gender. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

B. Successors and Assigns. The terms, provisions, covenants and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise expressly provided in this Agreement.

C. Authority. Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of such party to enter into this Agreement.

D. Captions. The captions inserted in this Agreement are for convenience only and in now way define, limit or otherwise describe the scope or intent of this Agreement, or any provisions hereof, or in any way affect the interpretation of this Agreement.

E. Amendment. This Agreement may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

F. Venue and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Florida, and venue for any litigation shall lie in Brevard County Florida,
 St. Lucie County *SAB*

G. Attorneys' Fees. The parties hereto agree that the party awarded the net judgment in any court proceeding for the enforcement, defense or interpretation of either party's rights under this Agreement, whether it be a trial, on appeal or in bankruptcy proceedings, shall be entitled to recover all of its costs including reasonable attorneys' fees from the nonprevailing party. It is intended by this subparagraph that only one party to this Agreement be awarded costs and attorneys' fees in each such proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Signed and Sealed in the presence of:

PORT ST. LUCIE ASSOCIATES, a Florida Joint-Venture

By: ON-SITE PORT ST. LUCIE, INC. a managing joint venturer

Kathy [Signature]
Witness

[Signature]
Witness

By: [Signature]
Graham A. Bayliss

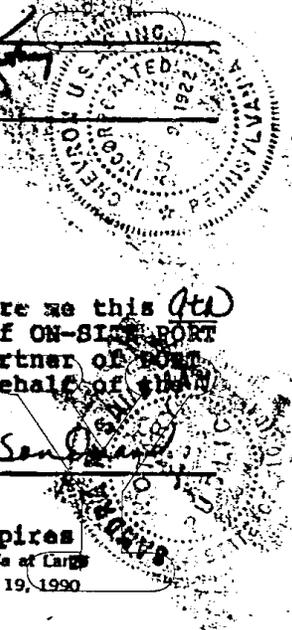
CHEVRON U.S.A. INC., a Pennsylvania Corporation

W. [Signature]
Witness

[Signature]
Witness

By: [Signature]
S. L. Key

ATTEST
(CORPORATE SEAL)



STATE OF FLORIDA)
COUNTY OF Orange) ss.

The foregoing instrument was acknowledged before me this 14th day of May, 1990, by GRAHAM A. BAYLISS, President of ON-SITE PORT ST. LUCIE, INC., A Florida Corporation, Managing Partner of PORT ST. LUCIE ASSOCIATES, a Florida joint venture, on behalf of the joint venture.

Sandra R. Sandberg
Notary Public
My Commission Expires
Notary Public, State of Florida at Large
My Commission expires Nov. 19, 1990

STATE OF GEORGIA)
COUNTY OF COBB) ss.

The foregoing instrument was acknowledged before me this 16th day of May, 1990, by S. L. KEY, Asst. Secretary of Chevron U.S.A. Inc., a Pennsylvania Corporation, on behalf of the corporation.

Lou E. Khattay
Notary Public
My Commission Expires November 9, 1992

COPY

COPY

EXHIBIT "A"

LEGAL DESCRIPTION

SHOPPING CENTER PARCEL

Tract A of DHP Plat One, according to the plat thereof, as recorded in Plat Book 25, Pages 41 and 41-A, of the Public Records of St. Lucie County, Florida less and except the outparcel described as follows:

Commencing at the intersection of the centerline of Port St. Lucie Boulevard (100.00 foot right of way) and the centerline of Bayshore Boulevard (100.00 foot right of way); thence North 26 degrees, 54 minutes, 12 seconds west along the centerline of Bayshore Boulevard a distance of 60.32 feet; thence North 63 degrees, 05 minutes, 48 seconds East a distance of 50.00 feet to the East right of way line of Bayshore Boulevard and the Point of Beginning of this description; thence North 26 degrees, 54 minutes, 12 seconds west along said East right of way line a distance of 175.00 feet; thence North 81 degrees, 42 minutes, 24 seconds East a distance of 250.76 feet; thence South 8 degrees, 17 minutes, 36 seconds East a distance of 170.86 feet to the North right of way line of Port St. Lucie Boulevard; thence Westerly and Southerly along said North right of way line, along the arc of a circular curve to the left (concave southerly) having a radius of 2985.60 feet, whose radius point bears South 10 degrees, 42 minutes, 00 seconds East from the last described point, with a central angle of 03 degrees, 14 minutes, 49 seconds, an arc distance of 169.20 feet to a point of reverse curve; thence Westerly and Northerly along said right of way line along the arc of a circular curve to the right (concave northeasterly) having a radius of 25.00 feet, a central angle of 77 degrees, 02 minutes, 37 seconds, an arc distance of 33.62 feet, to the Point of Beginning.

Said lands situate in the city of Port St. Lucie, St. Lucie County, Florida.

COPY

C:WP*PTSTLU*LEGL&OP

EXHIBIT "B"
OUTPARCEL
LEGAL DESCRIPTION

A portion of tract "A", DHP Plat One, as recorded in Plat Book 25, Pages 41 and 41-A, Public Records of St. Lucie County, Florida:

Being more particularly described as follows:

Commencing at the intersection of the centerline of Port St. Lucie Boulevard (100.00 foot right of way) and the centerline of Bayshore Boulevard (100.00 foot right of way); thence North 26 degrees, 54 minutes, 12 seconds west along the centerline of Bayshore Boulevard a distance of 60.32 feet; thence North 63 degrees, 05 minutes, 48 seconds East a distance of 50.00 feet to the East right of way line of Bayshore Boulevard and the Point of Beginning of this description; thence North 26 degrees, 54 minutes, 12 seconds west along said East right of way line a distance of 175.00 feet; thence North 81 degrees, 42 minutes, 24 seconds East a distance of 250.76 feet; thence South 8 degrees, 17 minutes, 36 seconds East a distance of 170.86 feet to the North right of way line of Port St. Lucie Boulevard; thence Westerly and Southerly along said North right of way line, along the arc of a circular curve to the left (concave southerly) having a radius of 2985.60 feet, whose radius point bears South 10 degrees 42 minutes, 00 seconds East from the last described point, with a central angle of 03 degrees, 14 minutes, 49 seconds, an arc distance of 169.20 feet to a point of reverse curve; thence Westerly and Northerly along said right of way line along the arc of a circular curve to the right (concave northeasterly) having a radius of 25.00 feet, a central angle of 77 degrees, 02 minutes, 37 seconds, an arc distance of 33.62 feet, to the Point of Beginning.

Said lands situate in the city of Port St. Lucie, St. Lucie County, Florida.

COPY

C:WP*PTSTLU*EXBLEGL

CONSENT AND JOINDER OF MORTGAGEE

SOUTHEAST BANK, N.A., is the holder of that certain Florida Mortgage and Security Agreement on the Property (as defined in the Cross Easement Agreement to which this Joinder is appended), which Mortgage is recorded in Official Records Book 665, Page 356, of the Public Records of St. Lucie County, Florida. The execution of this Joinder is for the purpose of acknowledging the undersigned's consent to the Cross Easement Agreement and subjecting the Property to the terms and conditions thereof. The undersigned agrees to be bound by the terms of the Cross Easement Agreement and acknowledges that the lien of the aforesaid Mortgage is subordinate thereto.

IN WITNESS WHEREOF the undersigned have executed this Consent and Joinder this 10th day of May 1990.

SOUTHEAST BANK, N.A.
By: [Signature]
J. Todd South, Vice President
Attest: [Signature]
M's Asst Secretary

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 10th day of May 1990, by J. Todd South, Vice President and Mark E. Sheldon, Asst Sec, of SOUTHEAST BANK, N.A., on behalf of SOUTHEAST BANK, N.A.

Mary Elizabeth Wilcox
Notary Public
My Commission Expires: _____
Notary Public, State of Florida of Large
My Commission Expires June 2, 1991



90 JUN -6 A9:36
1049003 6H
FILED AND RECORDED
DOUGLAS DIXON CLE
ST. LUCIE COUNTY, F.

COPY

COONEY, WARD, LESHER & DAMON
1555 Palm Beach Lakes Blvd. #1000
West Palm Beach, Fla. 33401

WATER AND SEWER LINE EASEMENT

THIS EASEMENT made and entered into this 9th day of May 1990, by and between PORT ST. LUCIE ASSOCIATES, A Florida Joint Venture of 2301 Lucien Way, Suite 300, Maitland, Florida 32751, hereinafter referred to as "Grantor" and CHEVRON U.S.A. INC., A Pennsylvania Corporation, hereinafter referred to as "Grantee".

W I T N E S S E T H:

WHEREAS, the parties to this Agreement are desirous of entering into this Agreement for the sole purpose of granting a water and sewer easement in favor of Grantee for the benefit of the Grantee; and

WHEREAS, Grantor is the owner of a tract of land legally described on Exhibit A attached hereto and made a part hereof hereinafter referred to as the "Shopping Center Parcel"; and

WHEREAS, the Grantee is the owner of a tract of land legally described on Exhibit B attached hereto and made a part hereof hereinafter referred to as the "Outparcel";

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the parties acknowledge and agree as follows:

1. All of the above recitals are true and correct and incorporated herein by reference.
2. Grantee acknowledges that a sewer line runs across the Shopping Center Parcel to a manhole close to the Outparcel property line and that a service line runs from the manhole onto the Outparcel.
3. Grantee also acknowledges that the main water line runs across the Shopping Center Parcel and that there is a service line which then runs onto the Outparcel.
4. Grantor hereby grants unto Grantee a perpetual nonexclusive easement and right-of-way in, over, and under the Shopping Center Parcel, for the perpetual right to connect to any existing or future water and sewer service lines wherever located on the Shopping Center Parcel. Grantee will use its best efforts to connect to water and sewer service lines most closely located to the Outparcel boundaries and to minimize interference with the improvements located on the Shopping Center Parcel.

5. The easements and rights-of-way herein granted shall be for the sole and exclusive purpose of providing water and sanitary sewer service for the benefit of the Outparcel, including the construction, installation, operation, repair and maintenance of pipelines, connections and related facilities to connect into the main water and sewer lines which provide water and sewer service to the Outparcel.

6. Grantee shall have the right to utilize the existing or any relocated water and sewer lines located within the Shopping Center Parcel for the purpose of providing water and sanitary sewer service from the Shopping Center Parcel to the Outparcel as described herein.

7. Grantee shall have in conjunction with said easement the duty to construct all said improvements as are located on the Outparcel in a good workmanship manner, in compliance with all laws, ordinances, rules and regulations applicable to the construction and maintenance of said improvements and shall in the event of any such maintenance and repair restore the Shopping Center Parcel to its original condition at the expense of the Grantee.

8. Grantor represents and warrants that there is no lien or encumbrance upon the Shopping Center Parcel area except for that certain Mortgage dated November 21, 1989 in favor of Southeast Bank, N.A. which Mortgage is recorded in Official Record Book 665, Page 356, of the Public Records of St. Lucie County, Florida.

9. This easement shall run with the land and shall be binding and shall inure to the benefit of the parties hereto, their heirs, successors and assigns, except as provided herein.

10. The parties hereto agree to execute, upon reasonable request of any of the parties, any further documents which may be necessary to effectuate the purposes set forth herein.

Rec Fee \$ 28.50 DOUGLAS DIXON
Ad Val Tax _____ St. Lucie County
L. _____ Clerk
Ins Tax \$ _____ By _____
Total \$ 29.05 Deputy Clerk

ST. LUCIE COUNTY, FLORIDA
RECORDED
MAY 11 1990
00.55

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Sworn to and subscribed in the presence of:

Cheri Eddy
Witness
Ruthy Bestman
Witness

GRANTOR:

PORT ST. LUCIE ASSOCIATES,
a Florida Joint Venture

By: On-Site Port St. Lucie, Inc., A Florida Corp.
By: Graham A. Bayliss, Pres.

GRANTEE:

CHEVRON U.S.A. INC.
a Pennsylvania Corporation

By: S.L. Key
S.L. Key
Asst. Secretary

W. J. [Signature]
Witness
[Signature]
Witness

STATE OF FLORIDA)
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 9th day of May 1990, by GRAHAM A. BAYLISS, President of On-Site Port St. Lucie, Inc., a Florida Corporation, Managing Director/Venturer of Port St. Lucie Associates, a Florida Joint Venture, on behalf of the Joint Venture.

COPY

Sandra R. Sandman
Notary Public

My Commission Expires

Notary Public, State of Florida at Large
My Commission expires Nov. 10, 1990

STATE OF GEORGIA)
COUNTY OF Cobb

The foregoing instrument was acknowledged before me this 16th day of May 1990, by S.L. Key Asst. Secy of Chevron U.S.A. INC., A Pennsylvania corporation, on behalf of the corporation.

Lori J. Whalley
Notary Public

My Commission Expires November 9, 1992

C:\wp\ptstlu\ptslwat.swx



EXHIBIT "A"

LEGAL DESCRIPTION

SHOPPING CENTER PARCEL

Tract A of DBP Plat One, according to the plat thereof, as recorded in Plat Book 25, Pages 41 and 41-A, of the Public Records of St. Lucie County, Florida less and except the outparcel described as follows:

Commencing at the intersection of the centerline of Port St. Lucie Boulevard (100.00 foot right of way) and the centerline of Bayshore Boulevard (100.00 foot right of way); thence North 26 degrees, 54 minutes, 12 seconds west along the centerline of Bayshore Boulevard a distance of 60.32 feet; thence North 63 degrees, 05 minutes, 48 seconds East a distance of 50.90 feet to the East right of way line of Bayshore Boulevard and the Point of Beginning of this description; thence North 26 degrees, 54 minutes, 12 seconds west along said East right of way line a distance of 175.00 feet; thence North 81 degrees, 42 minutes, 24 seconds East a distance of 250.76 feet; thence South 8 degrees, 17 minutes, 36 seconds East a distance of 170.86 feet to the North right of way line of Port St. Lucie Boulevard; thence Westerly and Southerly along said North right of way line, along the arc of a circular curve to the left (concave southerly) having a radius of 2985.60 feet, whose radius point bears South 10 degrees, 42 minutes, 00 seconds East from the last described point, with a central angle of 03 degrees, 14 minutes, 49 seconds, an arc distance of 169.20 feet to a point of reverse curve; thence Westerly and Northerly along said right of way line along the arc of a circular curve to the right (concave northeasterly) having a radius of 25.00 feet, a central angle of 77 degrees, 02 minutes, 37 seconds, an arc distance of 33.62 feet, to the Point of Beginning.

Said lands situate in the city of Port St. Lucie, St. Lucie County, Florida.

COPY

C:\WP*PTSTLU*LEGL&OP

EXHIBIT "B"
CORPARCEL
LEGAL DESCRIPTION

A portion of Tract "A", DHP Plat One, as recorded in Plat Book 25, Pages 41 and 41-A, Public Records of St. Lucie County, Florida:

Being more particularly described as follows:

Commencing at the intersection of the centerline of Port St. Lucie Boulevard (100.00 foot right of way) and the centerline of Bayshore Boulevard (100.00 foot right of way); thence North 26 degrees, 54 minutes, 12 seconds west along the centerline of Bayshore Boulevard a distance of 60.32 feet; thence North 63 degrees, 05 minutes, 48 seconds East a distance of 50.00 feet to the East right of way line of Bayshore Boulevard and the Point of Beginning of this description; thence North 26 degrees, 54 minutes, 12 seconds west along said East right of way line a distance of 175.00 feet; thence North 81 degrees, 42 minutes, 24 seconds East a distance of 250.76 feet; thence South 8 degrees, 17 minutes, 36 seconds East a distance of 170.86 feet to the North right of way line of Port St. Lucie Boulevard; thence Westerly and Southerly along said North right of way line, along the arc of a circular curve to the left (concave southerly) having a radius of 2985.60 feet, whose radius point bears South 10 degrees 42 minutes, 00 seconds East from the last described point, with a central angle of 83 degrees, 14 minutes, 49 seconds, an arc distance of 169.20 feet to a point of reverse curve; thence Westerly and Northerly along said right of way line along the arc of a circular curve to the right (concave northeasterly) having a radius of 25.00 feet, a central angle of 77 degrees, 02 minutes, 37 seconds, an arc distance of 33.62 feet, to the Point of Beginning.

Said lands situate in the city of Port St. Lucie, St. Lucie County, Florida.

COPY

C:*WP*PTSTLU*EXBLEGL

CONSENT AND JOINDER OF MORTGAGE

SOUTHEAST BANK, N.A., is the holder of that certain Florida Mortgage and Security Agreement on the Property (as defined in the Water and Sewer Line Easement Agreement to which this Joinder is appended), which Mortgage is recorded in Official Records Book 665, Page 356, of the Public Records of St. Lucie County, Florida. The execution of this Joinder is for the purpose of acknowledging the undersigned's consent to the Water and Sewer Line Easement Agreement and subjecting the Property to the terms and conditions thereof. The undersigned agrees to be bound by the terms of the Water and Sewer Line Easement Agreement and acknowledges that the lien of the aforesaid Mortgage is subordinate thereto.

IN WITNESS WHEREOF the undersigned have executed this Consent and Joinder this 10th day of May 1990.

SOUTHEAST BANK, N.A.

BY: J. Todd South, Vice President
Attest: Mark E. Shelton, Notary
IT'S Not. Secretary

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 10th day of May 1990, by J. Todd South, Vice President and Mark E. Shelton, Notary, of SOUTHEAST BANK, N.A., on behalf of SOUTHEAST BANK, N.A.

Mary Elizabeth Wilbert
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 2, 1992

'90 JUN -6 A9:32

1049002 M

FILED AND RECORDED
DOUGLAS BIXON CLERK
ST. LUCIE COUNTY FL

STORMWATER DRAINAGE EASEMENT

THIS EASEMENT made and entered into this 9th day of May 1990, by and between PORT ST. LUCIE ASSOCIATES, A Florida Joint Venture of 2301 Lucien Way, Suite 300, Maitland, Florida 32751, hereinafter referred to as "Grantor" and CHEVRON U.S.A. INC., A Pennsylvania Corporation, hereinafter referred to as "Grantee".

W I T N E S S E T H :

WHEREAS, the parties to this Agreement are desirous of entering into this Agreement for the sole purpose of granting an easement in favor of Grantee for the purpose of stormwater drainage, for the benefit of the Grantee; and

WHEREAS, Grantor is the owner of a tract of land legally described on Exhibit A attached hereto and made a part hereof hereinafter referred to as the "Shopping Center Parcel"; and

WHEREAS, the Grantee is the owner of a tract of land legally described on Exhibit B attached hereto and made a part hereof hereinafter referred to as the "Outparcel";

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the parties acknowledge and agree as follows:

1. All of the above recitals are true and correct and are incorporated herein by reference.
2. Grantee acknowledges that there is a pipe which runs from the Shopping Center Parcel onto the Outparcel for the purpose of underground stormwater drainage.
3. Grantor hereby grants unto Grantee a perpetual nonexclusive easement and right-of-way in, over, under and across the Shopping Center Parcel.
4. The easements and rights-of-way herein granted shall be for the sole and exclusive purpose of stormwater drainage for the benefit of the Outparcel, including the construction, installation, operation, repair and maintenance of pipelines, connections and related facilities to connect into the pipes which provide stormwater drainage to the Shopping Center Parcel and the Outparcel. Grantee will use its best efforts to connect to water and sewer service lines most closely located to the Outparcel boundaries and to minimize interference with the improvements located on the Shopping Center Parcel.

5. Grantee shall have the right to utilize the existing or any relocated pipe located within the Shopping Center Parcel for the purpose of providing stormwater drainage from the Outparcel to the Shopping Center Parcel as described herein.

6. Grantee shall have, in conjunction with said Drainage Easement, the duty to construct all said improvements as are located on the Outparcel in a good workmanship manner, in compliance with all laws, ordinances, rules and regulations applicable to the construction and maintenance of said improvements and shall, in the event of any such maintenance and repair, restore the Shopping Center Parcel to its original condition at the expense of the Grantee.

7. Grantor represents and warrants that there is no lien or encumbrance upon the Shopping Center Parcel except for that certain Mortgage dated November 21, 1989, in favor of Southeast Bank, N.A. which Mortgage is recorded in Official Record Book 665, Page 356 of the Public Records of St. Lucie County, Florida.

8. This easement shall run with the land and shall be binding and shall inure to the benefit of the parties hereto, their heirs, successors and assigns, except as provided herein.

9. The parties hereto agree to execute, upon reasonable request of any of the parties, any further documents which may be necessary to effectuate the purposes set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Sworn to and subscribed in the presence of:

GRANTOR:

PORT ST. LUCIE ASSOCIATES, a Florida Joint Venture

By: On-Site Port St. Lucie, Inc., Florida Corp.

By: *Graham A. Bayless*
Graham A. Bayless, Pres.

Chris Eddy
Witness
Kathy Tedman
Witness

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
00.55

Re: Fees 28.50 DOUGLAS DIXON
Assessors
Doc. No. 55
Int. by
Total \$ 29.05 Deputy Clerk

GRANTEE:

CHEVRON U.S.A. INC.
a Pennsylvania Corporation

[Signature]
Witness

By: [Signature]
Its Asst. Secretary

[Signature]
Witness

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 16th day of May 1990, by GRAHAM A. BAYLISS, President of On-Site Port St. Lucie, Inc., a Florida Corporation, Managing Joint Venturer of Port St. Lucie Associates, a Florida Joint Venture, on behalf of the Joint Venture.

[Signature]
Notary Public
My Commission Expires
Notary Public, State of Florida at Large
My Commission expires Nov. 19, 1990

STATE OF GEORGIA)
COUNTY OF COBB)

The foregoing instrument was acknowledged before me this 16th day of May 1990, by S.L. Kay Asst. Secretary of Chevron U.S.A. INC., a Pennsylvania corporation, on behalf of the corporation.

[Signature]
Notary Public
My Commission Expires November 9, 1992



COPY

EXHIBIT "A"

LEGAL DESCRIPTION

SHOPPING CENTER PARCEL

Tract A of DHP Plat One, according to the plat thereof, as recorded in Plat Book 25, Pages 41 and 41-A, of the Public Records of St. Lucie County, Florida less and except the outparcel described as follows:

COPY

Commencing at the intersection of the centerline of Port St. Lucie Boulevard (100.00 foot right of way) and the centerline of Bayshore Boulevard (100.00 foot right of way); thence North 26 degrees, 54 minutes, 12 seconds west along the centerline of Bayshore Boulevard a distance of 60.32 feet; thence North 63 degrees, 05 minutes, 48 seconds East a distance of 30.00 feet to the East right of way line of Bayshore Boulevard and the Point of Beginning of this description; thence North 26 degrees, 54 minutes, 12 seconds west along said East right of way line a distance of 175.00 feet; thence North 81 degrees, 43 minutes, 24 seconds East a distance of 250.76 feet; thence South 8 degrees, 17 minutes, 36 seconds East a distance of 170.86 feet to the North right of way line of Port St. Lucie Boulevard; thence Westerly and Southerly along said North right of way line, along the arc of a circular curve to the left (concave southerly) having a radius of 2985.60 feet, whose radius point bears South 10 degrees 42 minutes, 00 seconds East from the last described point, with a central angle of 63 degrees, 14 minutes, 49 seconds, an arc distance of 169.20 feet to a point of reverse curve; thence Westerly and Northerly along said right of way line along the arc of a circular curve to the right (concave northeasterly) having a radius of 25.00 feet, a central angle of 77 degrees, 02 minutes, 37 seconds, an arc distance of 33.62 feet, to the Point of Beginning.

Said lands situate in the city of Port St. Lucie, St. Lucie County, Florida.

COPY

C:\WP\PTSTLU\LEGL&OP

EXHIBIT "B"
OUTPARCEL
LEGAL DESCRIPTION

A portion of Tract "A", DHP Plat One, as recorded in Plat Book 25, Pages 41 and 41-A, Public Records of St. Lucie County, Florida:

Being more particularly described as follows:

Commencing at the intersection of the centerline of Port St. Lucie Boulevard (100.00 foot right of way) and the centerline of Bayshore Boulevard (100.00 foot right of way); thence North 26 degrees, 54 minutes, 12 seconds west along the centerline of Bayshore Boulevard a distance of 60.32 feet; thence North 63 degrees, 05 minutes, 48 seconds East a distance of 30.00 feet to the East right of way line of Bayshore Boulevard and the Point of Beginning of this description; thence North 26 degrees, 54 minutes, 12 seconds west along said East right of way line a distance of 175.00 feet; thence North 81 degrees, 42 minutes, 24 seconds East a distance of 250.76 feet; thence South 8 degrees, 17 minutes, 36 seconds East a distance of 170.86 feet to the North right of way line of Port St. Lucie Boulevard; thence Westerly and Southerly along said North right of way line, along the arc of a circular curve to the left (concave southerly) having a radius of 2985.60 feet, whose radius point bears South 10 degrees 42 minutes, 00 seconds East from the last described point, with a central angle of 03 degrees, 14 minutes, 49 seconds, an arc distance of 169.20 feet to a point of reverse curve; thence Westerly and Northerly along said right of way line along the arc of a circular curve to the right (concave northeasterly) having a radius of 25.00 feet, a central angle of 77 degrees, 02 minutes, 37 seconds, an arc distance of 33.62 feet, to the Point of Beginning.

Said lands situate in the city of Port St. Lucie, St. Lucie County, Florida.

COPY

C:\WP\PTSTLU\EXBLEGL

CONSENT AND JOINDER OF MORTGAGEE

SOUTHEAST BANK, N.A., is the holder of that certain Florida Mortgage and Security Agreement on the Property (as defined in the Stormwater Drainage Easement Agreement to which this Joinder is appended), which Mortgage is recorded in Official Records Book 665, Page 356, of the Public Records of St. Lucie County, Florida. The execution of this Joinder is for the purpose of acknowledging the undersigned's consent to the Stormwater Drainage Easement Agreement and subjecting the Property to the terms and conditions thereof. The undersigned agrees to be bound by the terms of the Stormwater Drainage Easement Agreement and acknowledges that the lien of the aforesaid Mortgage is subordinate thereto.

IN WITNESS WHEREOF the undersigned have executed this Consent and Joinder this 17th day of May 1990.

SOUTHEAST BANK, N.A.

By: J. Todd South, Vice President
Attest: Mack E. Sheldon, Asst. Secretary

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 10th day of May 1990, by J. Todd South & Vice Pres. and Mack E. Sheldon Asst. Sec., of SOUTHEAST BANK, N.A., on behalf of SOUTHEAST BANK, N.A.

Mary Elizabeth Webster
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires July 2, 1991



90 JUN -6 A9:39
1049004 01
FILED AND RECORDED
DOUGLAS DIXON CLE
ST. LUCIE COUNTY, FL

**AMENDMENT TO
WATER AND SEWER LINE EASEMENT,
CROSS EASEMENT AGREEMENT AND
STORMWATER DRAINAGE EASEMENT**

THIS AMENDMENT entered into as of this 26th day of December, 1990, by and between PORT ST. LUCIE ASSOCIATES, a Florida Joint Venture, of 2301 Lucien Way, Suite 300, Maitland, Florida 32751 (hereinafter referred to as "Grantor"), and CHEVRON U.S.A., INC., a Pennsylvania corporation (hereinafter referred to as "Grantee").

W I T N E S S E T H :

WHEREAS, the parties to this Agreement previously entered into a Water and Sewer Line Easement dated May 9, 1990, and recorded in Official Records Book 694, Page 424; a Cross Easement Agreement dated May 9, 1990, and recorded in Official Records Book 694, Page 430; and a Stormwater Drainage Easement Agreement dated May 9, 1990, and recorded in Official Records Book 694, Page 436; all recorded in the Public Records of St. Lucie County, Florida (hereinafter referred to as the "Agreements"); and

WHEREAS, the parties to this Agreement desire to amend the legal descriptions of the afore-referenced Agreements; and

WHEREAS, Grantor is the owner of a tract of land legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Shopping Center Parcel"); and

WHEREAS, the Grantee is the owner of a tract of land legally described on Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Outparcel");

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged by the parties, the parties do hereby agree as follows:

1. All of the above recitals are true and correct and incorporated herein by reference.
2. The property described in the Agreements are hereby deleted and the property described in Exhibit "A" - Shopping Center Parcel, and Exhibit "B" - Outparcel, attached hereto, shall be substituted for the legal description above deleted as though the legal description were fully set forth in the appropriate place of the Legal Descriptions attached to the Agreements, to-wit: Exhibit "A" - Legal Description - Shopping Center Parcel, and Exhibit "B" - Legal Description - Outparcel, respectively.
3. Except as herein amended, the Agreements shall remain in full force and effect.

Return KATHRYN A. VAUGHAN
MAR

Rec Fee \$ 24.00
 Add Fee \$ _____
 Doc Tax \$.55
 Int Tax \$ _____
 Total \$ 24.55

DOUGLAS DIXON
 St. Lucie County
 Clerk of Circuit Court
 By _____
 Deputy Clerk

IN WITNESS WHEREOF, the undersigned hereunto set our hand(s) and seal this 20th day of December, 1990.

Sworn to and subscribed in the presence of:

GRANTOR:

PORT ST. LUCIE ASSOCIATES, a Florida Joint Venture

By: On-Site Port St. Lucie, Inc., a Florida Corp.

By: Graham A. Bayliss, Pres.

GRANTEE:

CHEVRON U.S.A. INC. a Pennsylvania Corporation

By: [Signature]



[Signature]
Witness

[Signature]
Witness

D.E. Reiss
Witness

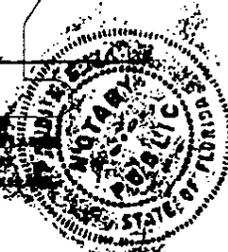
W.L. Hill
Witness

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 18th day of December, 1990, by GRAHAM A. BAYLISS, President of On-Site Port St. Lucie, Inc., a Florida Corporation, Managing Joint Venturer of Port St. Lucie Associates, a Florida Joint Venture, on behalf of the Joint Venture.

[Signature]
Notary Public

My Commission Expires
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 24, 1992
BONDED THAT AGENT'S NOTARY BOND



STATE OF GEORGIA)
COUNTY OF COBB)

The foregoing instrument was acknowledged before me this 20th day of December, 1990, by J.L. Rey as ASST. SEC. V. of Chevron U.S.A. INC., a Pennsylvania corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires



THIS INSTRUMENT PREPARED BY AND RETURN TO:
Kathryn A. Vaughan, Esquire
REINMAN, HARRELL, GRAHAM,
MITCHELL & WATWOOD, P.A.
1825 S. RIVERVIEW DRIVE
MELBOURNE, FLORIDA 32901
(407) 724-4450

pts1chev.amd

COPY

EXHIBIT "A"

LEGAL DESCRIPTION

SHOPPING CENTER PARCEL

Tract A of DHP Plat One, according to the plat thereof, as recorded in Plat Book 25, Pages 41 and 41-A, of the Public Records of St. Lucie County, Florida, less and except the outparcel described as follows:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF PORT ST. LUCIE BOULEVARD (100.00 FOOT RIGHT-OF-WAY) AND THE CENTERLINE OF BAYSHORE BOULEVARD (100.00 FOOT RIGHT-OF-WAY); THENCE NORTH 26 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE CENTERLINE OF BAYSHORE BOULEVARD A DISTANCE OF 60.32 FEET; THENCE NORTH 63 DEGREES 05 MINUTES 48 SECONDS EAST A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF BAYSHORE BOULEVARD AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 26 DEGREES 54 MINUTES 12 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 182.18 FEET; THENCE NORTH 81 DEGREES 42 MINUTES 24 SECONDS EAST A DISTANCE OF 243.05 FEET; THENCE SOUTH 8 DEGREES 17 MINUTES 36 SECONDS EAST A DISTANCE OF 178.10 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PORT ST. LUCIE BOULEVARD; THENCE WESTERLY AND SOUTHERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT (CONCAVE SOUTHERLY), HAVING A RADIUS OF 2,985.60 FEET, WHO'S RADIUS POINT BEARS SOUTH 10 DEGREES 53 MINUTES 31 SECONDS EAST FROM THE LAST DESCRIBED POINT, WITH A CENTRAL ANGLE OF 03 DEGREES 03 MINUTES 18 SECONDS, AN ARC DISTANCE OF 159.19 FEET TO A POINT OF REVERSE CURVE; THENCE WESTERLY AND NORTHERLY ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT (CONCAVE NORTHEASTERLY) HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 77 DEGREES 02 MINUTES 37 SECONDS, AN ARC DISTANCE OF 33.62 FEET, TO THE POINT OF BEGINNING.

Said lands situate in the city of Port St. Lucie, St. Lucie County, Florida.

COPY

COPY

EXHIBIT "B"

OUTPARCEL

LEGAL DESCRIPTION

A portion of Tract "A", DHP Plat One, as recorded in Plat Book 25, Pages 41 and 41-A, Public Records of St. Lucie County, Florida:

Being more particularly described as follows:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF PORT ST. LUCIE BOULEVARD (100.00 FOOT RIGHT-OF-WAY) AND THE CENTERLINE OF BAYSHORE BOULEVARD (100.00 FOOT RIGHT-OF-WAY); THENCE NORTH 26 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE CENTERLINE OF BAYSHORE BOULEVARD A DISTANCE OF 60.32 FEET; THENCE NORTH 63 DEGREES 05 MINUTES 48 SECONDS EAST A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF BAYSHORE BOULEVARD AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 26 DEGREES 54 MINUTES 12 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 182.18 FEET; THENCE NORTH 81 DEGREES 42 MINUTES 24 SECONDS EAST A DISTANCE OF 243.05 FEET; THENCE SOUTH 8 DEGREES 17 MINUTES 36 SECONDS EAST A DISTANCE OF 178.10 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PORT ST. LUCIE BOULEVARD; THENCE WESTERLY AND SOUTHERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT (CONCAVE SOUTHERLY), HAVING A RADIUS OF 2,985.60 FEET, WHO'S RADIUS POINT BEARS SOUTH 10 DEGREES 53 MINUTES 31 SECONDS EAST FROM THE LAST DESCRIBED POINT, WITH A CENTRAL ANGLE OF 03 DEGREES 03 MINUTES 18 SECONDS, AN ARC DISTANCE OF 159.19 FEET TO A POINT OF REVERSE CURVE; THENCE WESTERLY AND NORTHERLY ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT (CONCAVE NORTHEASTERLY) HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 77 DEGREES 02 MINUTES 37 SECONDS, AN ARC DISTANCE OF 33.62 FEET, TO THE POINT OF BEGINNING.

Said lands situate in the city of Port St. Lucie, St. Lucie County, Florida.

COPY

CONSENT AND JOINDER OF MORTGAGEE

SOUTHEAST BANK, N.A., is the holder of that certain Florida Mortgage and Security Agreement on the Property (as defined in Exhibit "A" in the Amendment to Water and Sewer Line Easement, Cross Easement Agreement and Stormwater Drainage Easement to which this Joinder is appended), which Mortgage is recorded in Official Records Book 665, Page 356, as amended or modified, of the Public Records of St. Lucie County, Florida. The execution of this Joinder is for the purpose of acknowledging the undersigned's consent to the Amendment to the Water and Sewer Line Easement, the Cross Easement Agreement, and the Stormwater Drainage Easement (hereinafter referred to as the "Agreements"); and subjecting the Property to the terms and conditions thereof. The undersigned agrees to continue to be bound by the terms of the afore-referenced Agreements as amended and acknowledges that the lien of the aforesaid Mortgage is subordinate thereto.

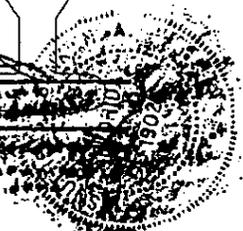
IN WITNESS WHEREOF the undersigned have executed this Consent and Joinder this 2nd day of January, 1990.

[Signature]

[Signature]

SOUTHEAST BANK, N.A.

By: *[Signature]*
J. Todd South
Vice President
Attest: *[Signature]*
Edward Dennis
Vice President



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of January, 1990, by J. Todd South and Edward Dennis, Jr., of SOUTHEAST BANK, N.A., on behalf of SOUTHEAST BANK, N.A.

CO

[Signature]
Notary Public
My Commission Expires: APR 11 1991
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES APR 11 1991
BONDED THRU HUCKLEBERRY & ASSOCIATES



constwt.eal

91 FEB 15 12:52
1094710
FILED AND RECORDED
DOUGLAS OLSON
ST. LUCIE COUNTY

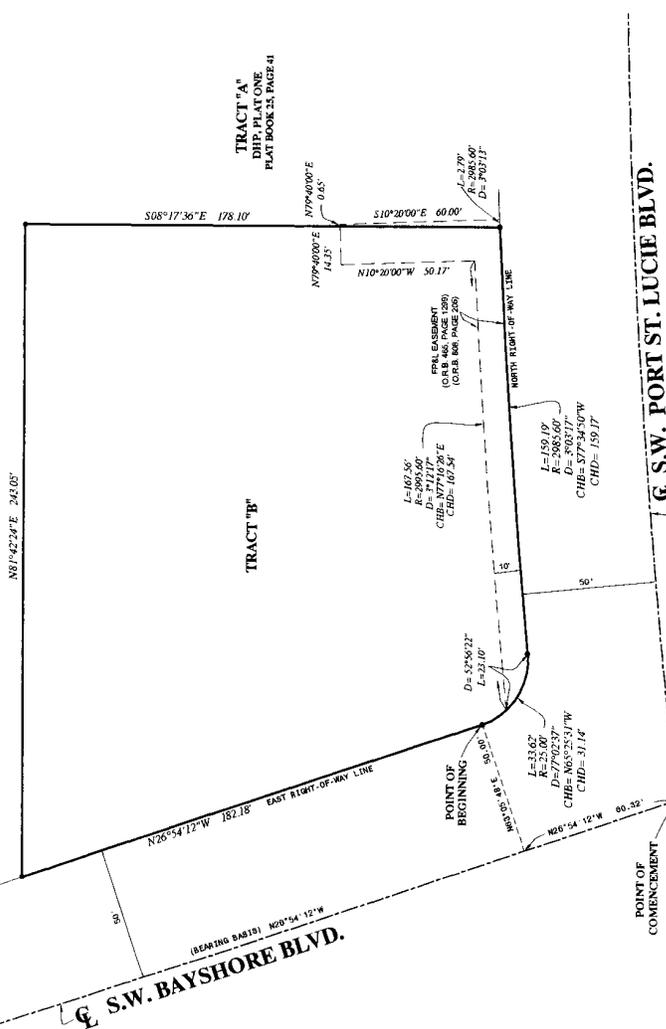
PLAT BOOK
PAGE

299 S.W. PORT ST. LUCIE BLVD.
 BEING A REPLAT OF A PORTION OF TRACT "A", ACCORDING TO DHP PLAT ONE,
 AS RECORDED IN PLAT BOOK 25, PAGES 41 AND 41A, LYING IN SECTION 8,
 TOWNSHIP 37 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE,
 ST. LUCIE COUNTY, FLORIDA.
 APRIL, 2012

TRACT "A"
 DHP PLAT ONE
 PLAT BOOK 25, PAGE 41

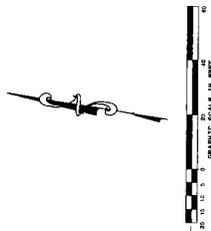
TRACT "A"
 DHP PLAT ONE
 PLAT BOOK 25, PAGE 41

TRACT "B"



SURVEYOR'S NOTES

- 1) ALL BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF S.W. BAYSHORE BLVD., BEING N 26°54' 12\"/>
- 2) ALL DISTANCES SHOWN HEREON ARE GROUND UNLESS OTHERWISE NOTED.
- 3) ALL LINES ARE NOT RADIAL TO CURVE UNLESS OTHERWISE NOTED.
- 4) THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL SUPERSEDE ANY PREVIOUS SURVEY RECORDS. ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT, THEREIN, MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT AND MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 5) THIS PLAT WAS PREPARED BY JIM W. DAILEY, P.E.M., SURVEYOR, DAILEY AND ASSOCIATES, INC., 114 N. 16 TH STREET, SUITE 100, TALLAHASSEE, FLORIDA, 32309.
- 6) THIS PLAT HAS BEEN REVIEWED FOR COMPLIANCE WITH CHAPTER 177, PART 1, FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF PORT ST. LUCIE.



- LEGEND**
- SET 442 CONCRETE MONUMENT
 - (P.P.M.) LEV 2555
 - REF. MARK
 - P.P.M. PERMANENT NAIL & DISK (P.P.M.) LB # 2789
 - LS LAMP SURVEYOR
 - SQUARE
 - CIRCLE
 - L.C. LOCAL RECORDS BOOK
 - L. ARC LENGTH
 - R RADIUS
 - ∠ ANGLE
 - CHB CHORD BEARING
 - CHD CHORD DISTANCE
 - BLVD. BOULEVARD
 - ☒ CENTERLINE

SHEET 2 OF 2
DAILEY AND ASSOCIATES, INC.
 Surveying and Mapping
 114 N. 16th Street, Suite 100
 Tallahassee, Florida 32309
 Phone: (904) 746-8426
 BUSINESS LICENSE LB# 2789