

**A RESOLUTION GRANTING A SPECIAL EXCEPTION USE FOR A RECREATIONAL AMUSEMENT FACILITY (DANCE ACADEMY) IN WI (WAREHOUSE INDUSTRIAL) ZONING DISTRICT PER SECTION 158.135 (C) (3) FOR FRICKTECH II , LEGALLY DESCRIBED AS LOT 7, ST. LUCIE WEST PLAT 166, ST. LUCIE WEST INDUSTRIAL PARK PHASE II (P12-055); PROVIDING AN EFFECTIVE DATE:**

---

**WHEREAS**, the City of Port St. Lucie, Florida, has been requested by TC Property Venture, LLC to grant a special exception use to allow a 2,000 sq. ft. recreational amusement facility (dance academy), located at 574 NW Mercantile Place, on the northeast side of NW Mercantile Place in St. Lucie West Industrial Park Phase II, per 158.135 (C) (3) of the zoning code; and legally described as Lot 7, St. Lucie West Plat 166, St. Lucie West Industrial Park Phase II; and

**WHEREAS**, the City Council determines that the granting of this special exception use is authorized by Section 158.255, et seq., Section 158.135 (C) (3), 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 June 5, 2012, the Planning and Zoning Board unanimously approved the Special Exception Use of the proposed dance academy (P12-055); 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 TC Property Venture, LLC., the owners, to allow a 2,000 sq. ft. recreational amusement facility (dance academy) in WI (Warehouse Industrial) zoning district, pursuant to Section 158.255, et seq., and Section 158.135 (C) (3), Code of Ordinances, City of Port St. Lucie, said special exception use is depicted on the conceptual plan which is hereby formally adopted and attached as Exhibit

Resolution No. 12-R68

'A', and the proposed space for the dance academy attached as Exhibit 'B', to be located at 574 NW Mercantile Place, on the northeast side of NW Mercantile Place in St. Lucie West Industrial Park Phase II legally described as Lot 7, St. Lucie West Plat 166, St. Lucie West Industrial Park Phase II with the condition that the property owner is a signatory to a legally enforceable shared parking agreement as permitted by the Zoning Code Section 158.221 (D).

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 25th 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   X                      SPECIAL       

DATE:                    JUNE 25, 2012

---

ORDINANCE        RESOLUTION   X   MOTION        PUBLIC HEARING   X  

---

ITEM:                    SPECIAL EXCEPTION USE APPLICATION (P12-055)  
                              DANCE 4 LIFE ACADEMY  
                              FRICKTECH II @ ST. LUCIE WEST

---

*RECOMMENDED ACTION:*

On June 5, 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 (dance academy) in the WI (Warehouse Industrial) Zoning District, per §158.135 (C) (3) of the Zoning Code.

---

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

None

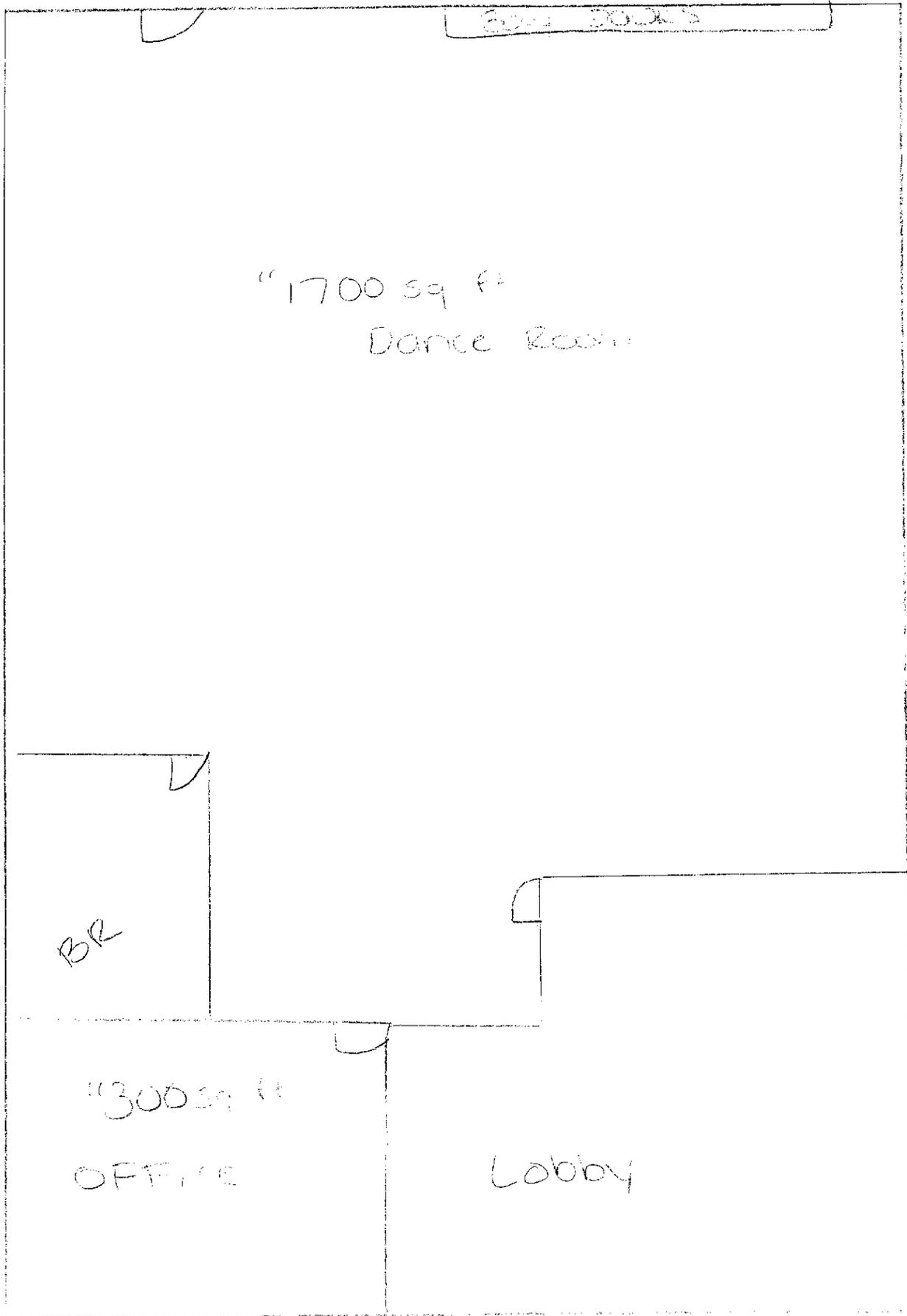
---

SUBMITTING DEPARTMENT: PLANNING and ZONING

DATE: 6/12/12



EXHIBIT 'B'





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

---

**TO:** PLANNING AND ZONING BOARD - MEETING OF JUNE 5, 2012

**FROM:** THRESIAMMA KURUVILLA, PLANNER *SK*

**RE:** SPECIAL EXCEPTION USE APPLICATION (PROJECT NO. P12-055)  
DANCE 4 LIFE ACADEMY  
FRICKTECH II @ ST. LUCIE WEST

**DATE:** MAY 24, 2012

---

**OWNER:** TC Property Venture, LLC.

**APPLICANT:** Chelsea Fowler of Dance 4 Life Academy. Authorization letter is attached.

**LOCATION:** 574 NW Mercantile Place, located on the northeast side of NW Mercantile Place in St. Lucie West Industrial Park Phase II.

**LEGAL DESCRIPTION:** Lot 7 of St. Lucie West Plat 166, St. Lucie West Industrial Park Phase II.

**SIZE:** Fricktech II contains a total of 3.685 acres, consisting of two buildings ('A' - 21,946 sq. ft., and 'B' - 25,695 sq. ft.) with total area of 47,641 sq. ft. of warehouse and offices. The proposed dance academy is a 2,000 sq. ft. area, for suite 103 in Building 'B'.

**EXISTING ZONING:** WI (Warehouse Industrial) zoning

**EXISTING USE:** Suite 103 is vacant

**PROPOSED USE:** Recreational Amusement Facility (dance academy)

**REQUESTED SPECIAL EXCEPTION:** To allow Recreational Amusement Facility (dance academy) in the WI (Warehouse Industrial) Zoning District, as permitted per §158.135 (C) (3).

**SURROUNDING USES:** North = GU (General Use) zoning and WI (Warehouse Industrial) zoning, wetland to the northeast and an existing warehouse building to the north (Black Marlin Commerce Center); South = WI (Warehouse Industrial) zoning, Art Stover Plumbing warehouse/office building and Intelliflex PSL II warehouse/office building; East = WI (Warehouse Industrial) zoning, SLW Tuckpoint Business Park warehouse/office building; West = WI (Warehouse Industrial) zoning, Frickteck Center warehouse/office building.

**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 traffic is controlled by class schedules. Classes are broken down by genre of dance and experience to ensure that there will be no more than 15 students in a class at one time. Classes run from 4:30-8:00 p.m. Operating hours do not conflict with neighboring businesses. Can insure traffic pedestrian safety and convenience. Adequate ingress and egress doors will be available (2 in back, 1 in front) in case of an emergency."

Staff: The proposed location for the dance academy in Building 'B' of Fricktech II has already been constructed. The site plan for Fricktech II, (P05-470) has been approved by City Council on January 23, 2005 for warehouse and offices. The site plan amendment (P07-319) was approved administratively by the Site Plan Review Committee on 10/10/07 for minor change to the landscape plan and site plan. This project has a total of two (2) access points along NW Mercantile Place, which should be adequate to handle the traffic generated by the dance academy.

(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: "Not applicable. There is no need for off street parking. Our deliveries are via Fedex and UPS and are shipped to my home address. We do not work with chemicals, so odor and detrimental effects are not applicable."

Staff: There are two existing buildings in Fricktech II property. It has a total of 39,223 sq. ft. of warehouse spaces and 8,418 sq. ft. of office spaces for both Buildings 'A' and 'B'. The parking requirement for an office is one space per 200 sq. ft. and that for a warehouse is one space per 500 sq. ft., per §158.221 (C) (13) and (23). The total required parking is 120 (including 5 handicapped parking spaces) and the parking provided on the site is 125 (see the site plan amendment P07-319-Exhibit A). There are 5 extra parking spaces.

The total square footage for suite 103 allotted to this recreational amusement facility (Dance 4 Life Academy) in Building 'B' is 2,000. Office area in the proposed recreational amusement facility (Dance 4 Life Academy) is 300 sq. ft.

and will require 2 parking spaces. Warehouse area in the proposed recreational amusement facility (Dance 4 Life Academy) is 1,700 sq. ft, and will require 4 parking spaces.

Exhibit B shows the proposed space distribution of the proposed recreational amusement facility (Dance 4 Life Academy). The different areas include: a lobby, one 300 sq. ft. office room, one bathroom, and 1700 sq. ft. dance room. However please note that the previous tenant was allotted 6 parking spaces (2+4) and the dance studio intends to use the same space of the existing offices as shown in the floor plan, and this is only an interior alteration to the warehouse space.

The proposed Dance 4 Life Academy shall be considered as a recreational amusement facility or an indoor group-oriented training facility. The parking requirement is one space for each 200 sq. ft. of gross floor area per §158.221 (C) (7) (d) and §158.221 (C) (20) of the Zoning Code and requires 10 parking spaces; whereas the number of parking spaces provided for this suite are 6 (4 for warehouse, and 2 for office area). There are 5 extra parking spaces for the entire two buildings. Zoning Code §158.221 (D) provides for Combined Off-Street Parking and allows for sharing parking area when it is found that the hours of operation do not overlap. The applicant has stated in the application that the proposed recreational amusement facility (Dance 4 Life Academy) will operate in the evenings from 4:30-8:00 p.m. In most cases, students are dropped off and later picked up. The applicant has provided an agreement for shared use of parking from the property owner. Due to the proposed hours of operations, there may not be any noise, glare or other detrimental effects on adjoining properties.

The other businesses in Building 'B' are Total Supply Corporation, and Seward Lab Systems Inc. and the rest of the spaces are vacant. Upon researching the businesses at this location, most of the businesses in this building are closed on weekends, and typically close at 5 p.m., Monday through Friday. According to the application submitted by the applicant, the proposed recreational amusement facility (Dance 4 Life Academy) will operate in the evenings 4:30-8:00 p.m.

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

Applicant: "Outside street lighting is more than adequate for the safety of our dancers walking to and from the studio. Water utilities are adequate for plumbing, drinking and fountains. FPL is our light supplier."

Staff: This property is connected to St. Lucie West Service 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: "One bay is surrounded by two firewalls on each side. Firewalls protect and provide compatibility with adjoining properties."

Staff: No additional buffering is required. The proposed use is not next to or in close proximity to residential uses, and the applicant states that all activities are indoors. The proposed recreational amusement facility (Dance 4 Life Academy) is only 4.2% of the total building area and 7.8% of Building 'B'.

The site has an approved landscape plan. The perimeter trees and landscaping are in good condition. Due to the nature of the surrounding business, and the presence of the required landscaping, it is determined that this site has adequate buffering and screening, and no additional buffering is required.

(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 will be no signage other than that applied for through the building department. The size and dimension of all future signs will be in compliance within all city and county codes. We will follow with St. Lucie West's regulations."

Staff: The site is developed and if the applicant needs specific signs, they have to get the approval of St. Lucie West Architectural Committee, and apply for a sign permit.

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

Applicant: "Not applicable. There are no yards or open spaces shared by adjoining properties."

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: "This is not applicable. Please see section (A) for more details."

Staff: The proposed Special Exception Use (dance academy) is listed as defined by §158.135 (C) (3) WI (Warehouse Industrial) 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: "Dance 4 Life Academy is a family-oriented training school that promotes safety, healthy living and teaches life skills. There are no activities that include the use of any harmful materials that could result in injury to residents or workers in the City."

Staff: The proposed use is for the operation of an existing community oriented dance academy for the kids. The applicant has stated in the cover letter that the dance academy was in operation for less than 1 year in Lake Whitney Place in St. Lucie West and needed to move to a larger site. Her business is a low intensity model operation wherein she is the only teacher and provides specialized dance training of a single session of 1 to 2 hours. 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: "Please see attached section (A) and section (H) for detailed description."

Staff: The applicant states in the application that the operation of the dance and acrobatic school will operate in the evenings from 4:30-8:00 p.m., and would be conducted inside the existing building. Upon researching the businesses at this location, most of the businesses in this building are closed on weekends, and typically close at 5:00 p.m., Monday through Friday. The school expects an average of 15 students per evening and the training hours/times are staggered based on their age, category of dance, and experience level. Each session is a small class (no more than 8 students per session) and typically the first classes do not begin until after typical peak hours for the surrounding businesses. At most there may be two evening sessions per weekday, and three per day on the weekend. 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 is not applicable. Our intended use is not outside of the existing structure. We will not be altering the exterior of the existing building."

Staff: This site is already developed, and the proposal will only be changing the interior of one bay of the large warehouse/office stores in an already existing building Fricktech II, to create the dance academy. This site is located in a significant warehouse/commercial area within the City, and is surrounded by

other warehouse/commercial zoned property, and 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: §158.135 (C) (3): "Special Exception Uses" allows recreational amusement facility. The applicant will be converting one bay of the warehouse/office building into a dance academy with an approximately 2,000 square foot area. This application is compatible with all zoning requirements for the Special Exception Use in WI (Warehouse Industrial).

**Similar Other Projects:**

1. 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.
2. 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.
3. 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.
4. 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
5. 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.
6. A Special Exception Use for a Recreational Amusement Facility (dance and acrobatic studio) in the WI (Warehouse Industrial) Zoning District in Tuckpoint Business Park at

St. Lucie West (P12-041) was approved by the Planning and Zoning Board on May 1, 2012 and is scheduled for the City Council meeting on May 29, 2012.

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

---

**STAFF RECOMMENDATION:**

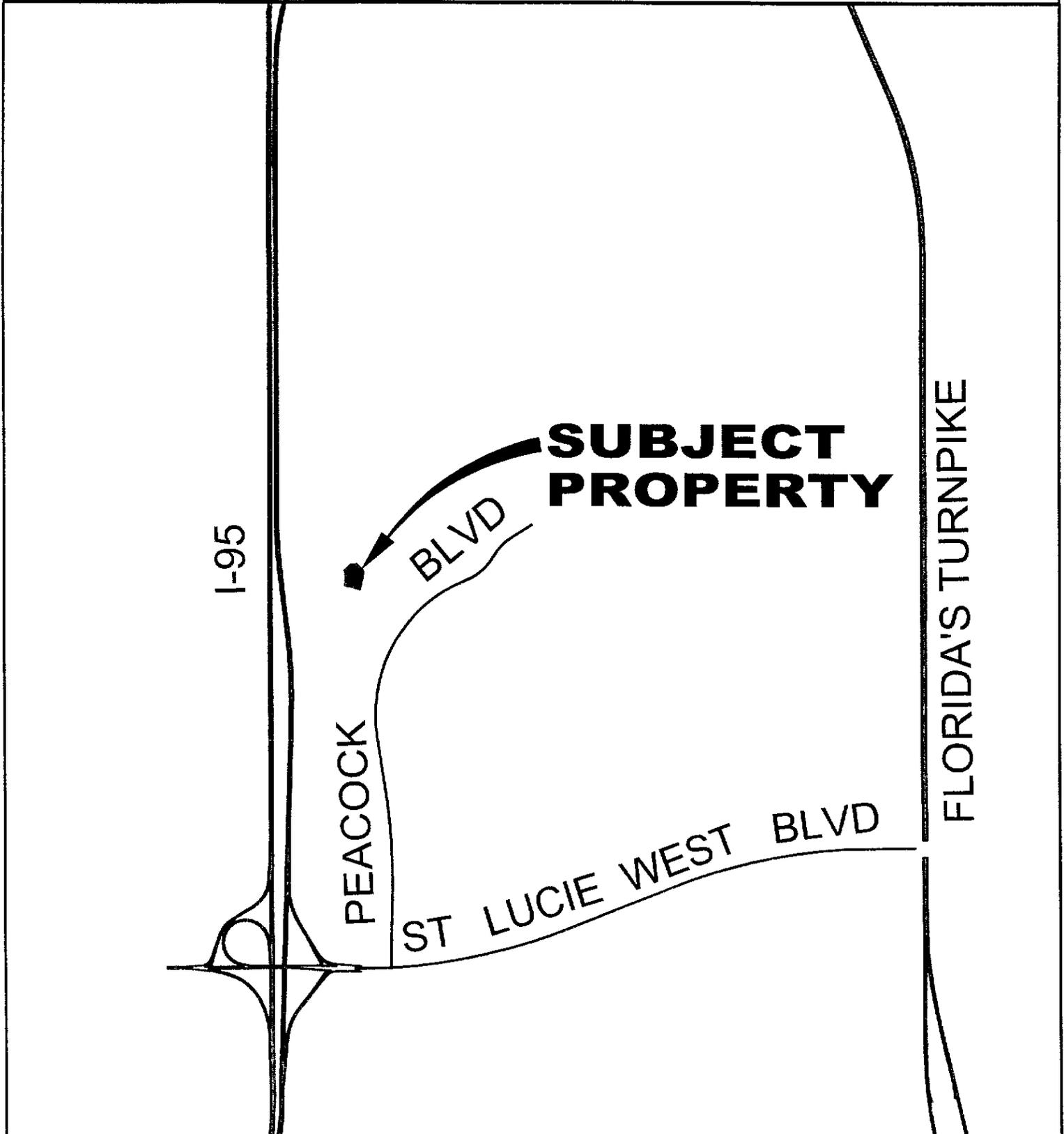
The Planning and Zoning Department staff finds the request to be consistent with special exception criteria as stipulated in Section 158.260 of the Zoning Code and recommends approval with the condition that the property owner is a signatory to a legally enforceable shared parking agreement as permitted by the Zoning Code Section 158.221 (D).

**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  
SLW INDUSTRIAL PARK PH. II, LOT 7  
ST LUCIE WEST PLAT 166

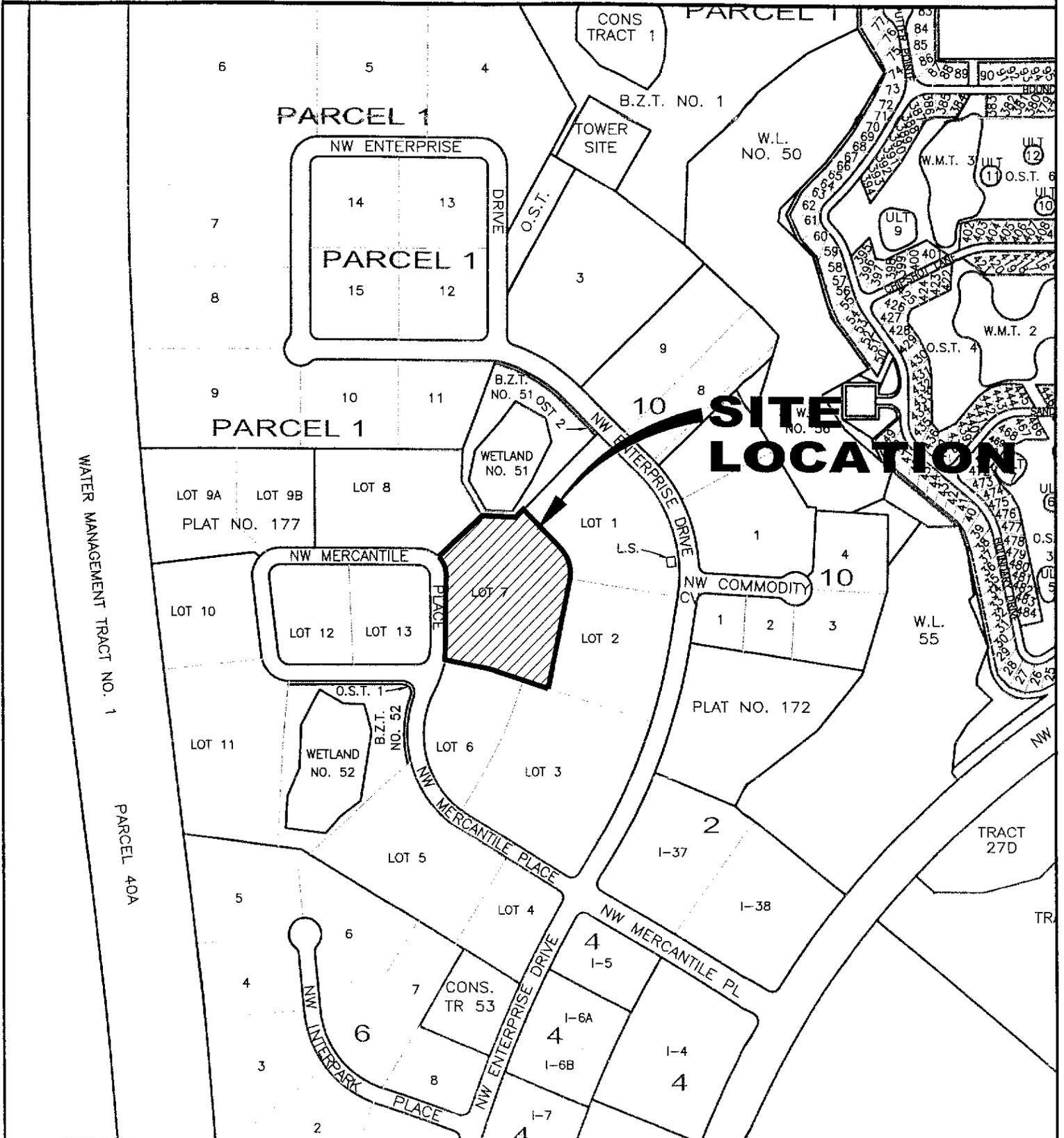
DATE: 4/16/2012

APPLICATION NUMBER:  
P12-055

CADD FILE NAME:  
P12-055L

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  
SLW INDUSTRIAL PARK PH. II, LOT 7  
ST LUCIE WEST PLAT 166

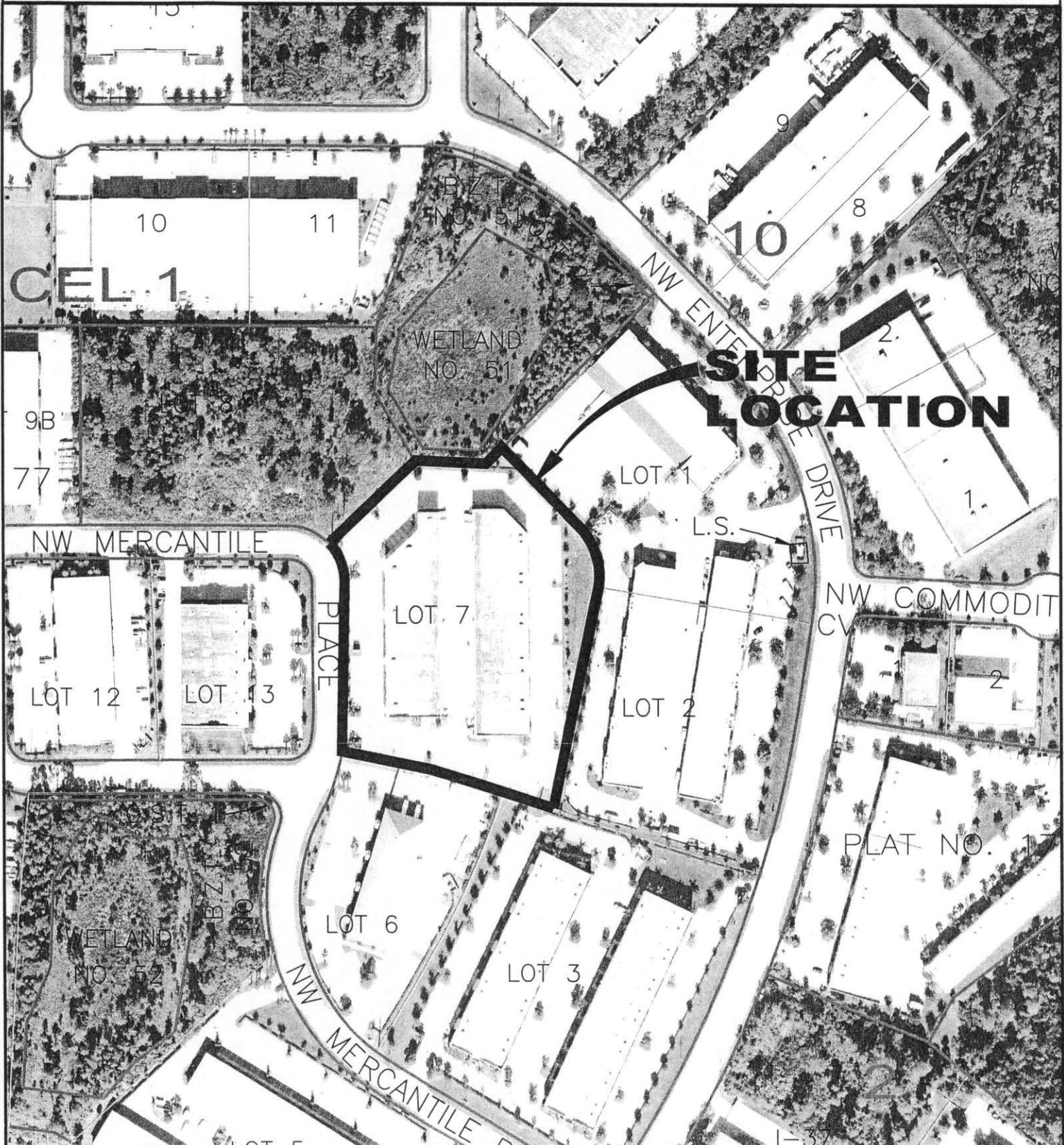
DATE: 5/16/2012

APPLICATION NUMBER:  
P12-055

CADD FILE NAME:  
P12-055M

SCALE: 1" = 400'

# SITE LOCATION



**SITE  
LOCATION**



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

Prepared by:  
M.I.S. DEPARTMENT

PZ 2012.DWG

SPECIAL EXCEPTION USE  
SLW INDUSTRIAL PARK PH. II, LOT 7  
ST LUCIE WEST PLAT 166

AERIAL JAN 2010

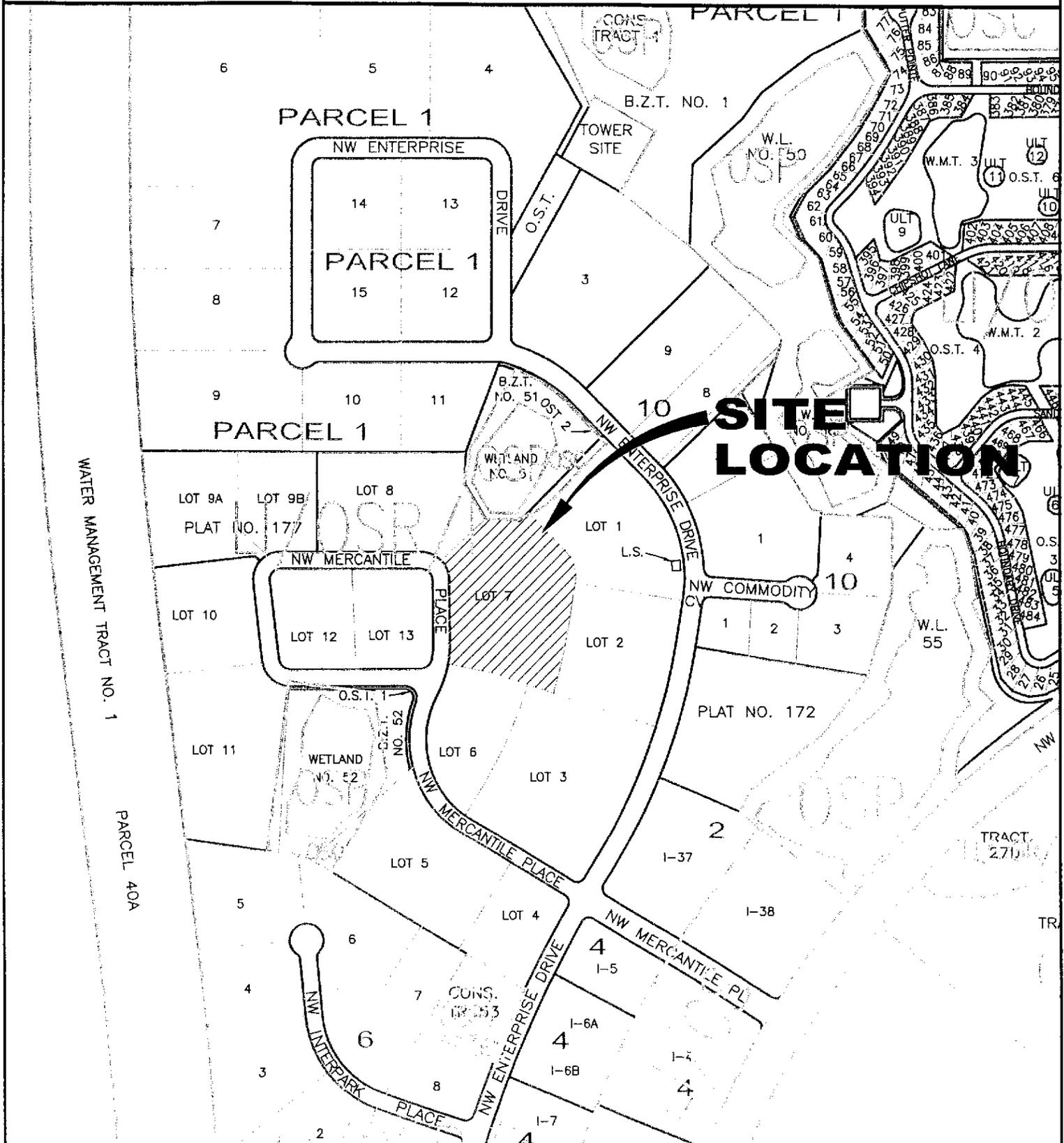
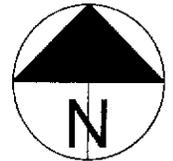
DATE: 5/16/2012

APPLICATION NUMBER:  
P12-055

CADD FILE NAME:  
P12-055A

SCALE: 1"=200'

# FUTURE LAND USE



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

Prepared by:  
M.I.S. DEPARTMENT

PZ 2012.DWG

SPECIAL EXCEPTION USE  
SLW INDUSTRIAL PARK PH. II, LOT 7  
ST LUCIE WEST PLAT 166

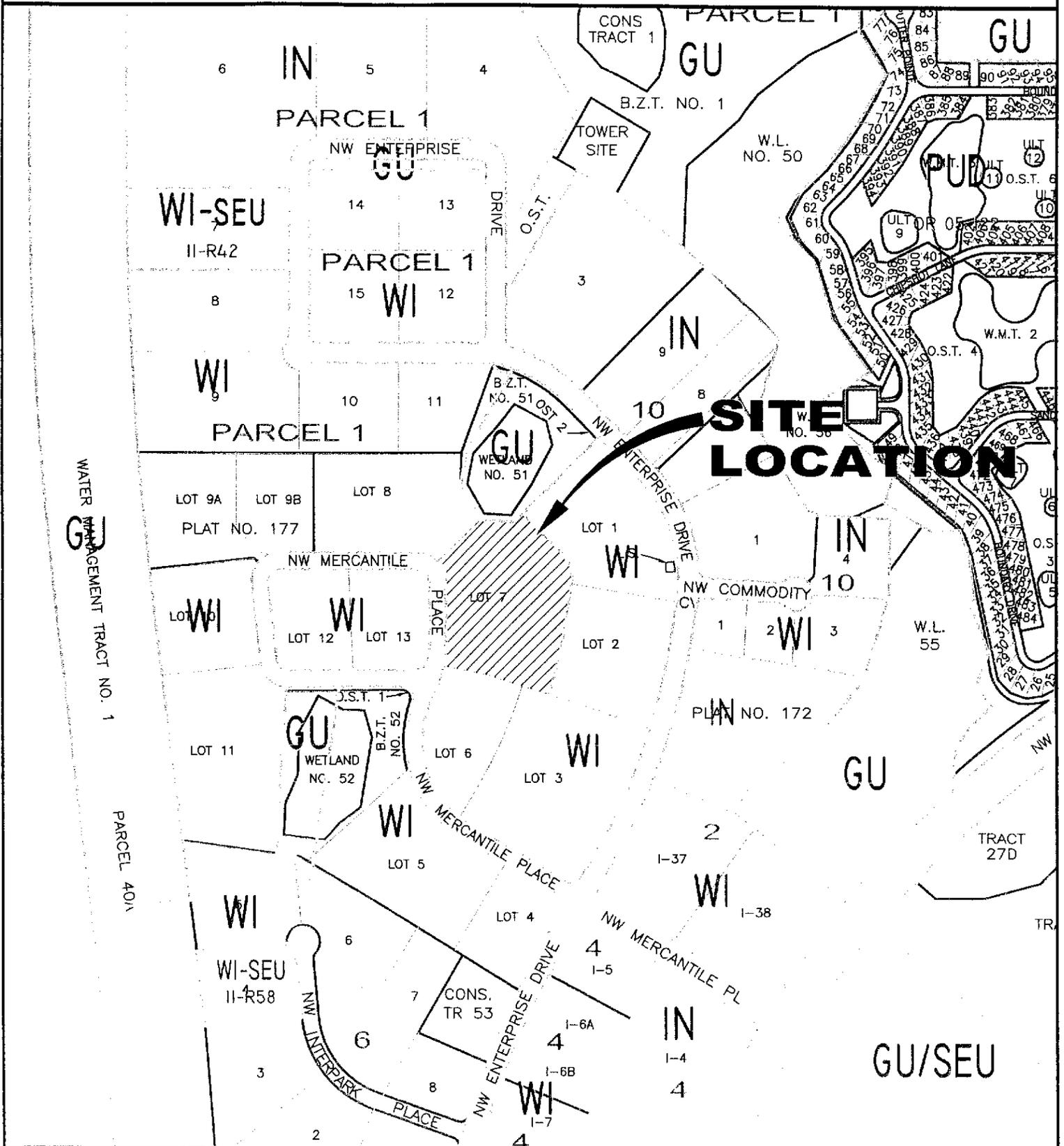
DATE: 5/16/2012

APPLICATION NUMBER:  
P12-055

CADD FILE NAME:  
P12-055M

SCALE: 1" = 400'

# EXISTING ZONING



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

Prepared by:  
M.I.S. DEPARTMENT

PZ 2012.DWG

SPECIAL EXCEPTION USE  
SLW INDUSTRIAL PARK PH. II, LOT 7  
ST LUCIE WEST PLAT 166

DATE: 5/16/2012

APPLICATION NUMBER:  
P12-055

CADD FILE NAME:  
P12-055M

SCALE: 1"=400'

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

FOR OFFICE USE ONLY

Planning Dept. P12-055  
Fee (Nonrefundable) \$ 2,115.00  
Receipt # 11686

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: \_\_\_\_\_

PROPERTY OWNER:

Name: TC Property Venture, LLC  
Address: 815 Colorado Ave, Suite 205, Stuart, FL 34994  
Telephone No.: 772-221-2933 Fax No.: 772-221-3076

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

Name: Chelsea Fowler  
Address: 638 NW Kildare Street, Port St Lucie, FL 34983  
Telephone No.: 772-924-5157 224 6645 Fax No.: N/A

**RECEIVED**

APR 12 2012

SUBJECT PROPERTY:

Legal Description: St Lucie West Plat #166, St Lucie West Industrial Park Phase II Lot 7  
Parcel I.D Number: 3323-680-0014-000-2  
Address: 574 NW Mercantile Pl Unit A103 Bays: 1  
Development Name: Frick Tech II (Attach Sketch and/or Survey)  
Gross Leasable Area (sq. ft.): 2000 Assembly Area (sq. ft.): 1700  
Current Zoning Classification: WI- PSL SEU Requested: Fine Arts/Dance Studio Ch 158.006

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

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

See Attached exhibit I

Chelsea Fowler  
Signature of Applicant

Chelsea Fowler  
Hand Print Name

4/12/12  
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:\P2\SHARED\APPLCT\NSEU\APPL (05/21/11)

## 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.

Traffic is controlled by class schedules. classes are broken down by genre of dance and experience to ensure that there will be no more than 15 students in a class @ one time. classes run from 4:30pm - 8:00pm. operating hours do not conflict with neighboring businesses, and therefore, adequate ingress and egress doors will be available (2 in back, 1 in front) in case of an emergency.

(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.

Not applicable - There is no need for off street parking. Our deliveries are via Fed-Ex and UPS and are shipped to my home address. ~~There~~ We do not work with chemicals so odor and detrimental effects are not applicable.

(C) Please explain how adequate and properly located utilities will be available or will be reasonably provided to serve the proposed development. Outside street lighting is more than adequate for the safety of our dancers walking to and from the studio. Water utilities are adequate for plumbing, drinking and fountains. FPL is our light supplier.

(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.

One bay is surrounded by two firewalls on each side. Firewalls protect and provide compatibility with adjoining properties.

(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 will be no signage other than that through the building dept. The size and dimension of all future signs will be in compliance within all city county codes. We will follow strict west's regulations.

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

Not applicable there are no yards or open spaces shared by adjoining properties.

(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.

This is not applicable please see section A  
for more details.

(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.

Dance 4 Life Academy is a family oriented training  
school that promotes safety, healthy living and teaches  
life skills. There are no activities that include the use of any  
harmful materials that could result in injury to residents  
or workers in the city.

(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.

Please see attached section (A) and section (H)  
for more information.

(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 is not applicable our intended use is not  
outside the existing structure we will not be  
altering the exterior of the existing building.

Chesha Full  
Signature of Applicant

Chelsea Fowler  
Hand Print Name

4/12/12  
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

Prepared by and to be returned to:  
Gary M. Dunkel, Esq.  
Greenberg Traurig, P.A.  
777 So. Flagler Drive, Suite 300E  
West Palm Beach, FL 33401  
561.658-7900

**COPY**

**DEED IN LIEU OF FORECLOSURE**

THIS DEED is made as of this 9<sup>th</sup> day of June, 2011 between Frick Properties, LLC, a Florida limited liability company ("Grantor"), with an address of 21 Palm Road, Stuart, Florida 34996, in favor of TC Property Venture, LLC, a Florida limited liability company ("Grantee"), with an address of P.O. Box 9012, Stuart, Florida 34995-9012 ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

**WITNESSETH:**

Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Grantor, does hereby grant, bargain, sell, convey and confirm unto Grantee all of Grantor's right, title and interest in and to that certain tract or parcel of land lying and being in St. Lucie County, Florida and being more particularly described as follows:

**COPY**

Lot 7, St. Lucie West Plat No. 166, ST. LUCIE WEST INDUSTRIAL PARK, PHASE II, according to the plat thereof, recorded in Plat Book 43, page 3, Public Records of St. Lucie County, Florida.

Together with any and all interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances thereto (collectively the "Property").

Subject only to those matters listed on Exhibit "A" attached hereto.

**NOTE TO RECORDER: THIS IS A CONVEYANCE OF REAL PROPERTY SUBJECT TO A MORTGAGE WITH AN OUTSTANDING PRINCIPAL BALANCE OF \$1,885,186.67. FLORIDA DOCUMENTARY STAMP TAX IS BEING PAID ON THAT AMOUNT PURSUANT TO F.A.C.12B-4.013(2).**

WFB 382,484,898;31103903.013800

**COPY**

This Deed is an absolute conveyance, and is not intended as security for any debt, Grantor having sold the Property to Grantee for a fair and adequate consideration with no advantage having been taken by Grantee of the relationship of the parties. This Deed is given in consideration of the release of personal liability of Grantor under, and in lieu of foreclosure by an affiliate of grantee ("Lender") of that certain Commercial Mortgage dated November 28, 2006 and recorded on November 30, 2006 in official record book 2711, page 347-366, made by Grantor in favor of Lender, as modified by that certain Omnibus Loan Document Modification Agreement dated April 28, 2009 and recorded on June 15, 2009 in official record book 3099, page 1534, all of the public records of St. Lucie County, Florida (collectively, the "Mortgage"), which Mortgage secured a note in the original principal balance of \$5,045,000.00 and has an existing principal balance of \$1,885,186.67, and this conveyance is made SUBJECT TO the Mortgage, the Note it secures, and all other documents evidencing and securing such loan, which remain in full force and effect. This conveyance is not intended to be, and shall not in any event be, a merger of any lien of Grantee or Grantee's affiliates, or any other interest of Grantee or Grantee's affiliates with title to the Property; the parties hereto expressly agree that any interest in such liens and title to the Property be and remain at all times SEPARATE and DISTINCT. Grantor declares that this conveyance is freely and fairly made.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

AND Grantor will warranty and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed as of the date first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:

FRICK PROPERTIES, LLC  
a Florida limited liability company

Tenny Morin  
Witness  
Tenny Morin  
Print Name

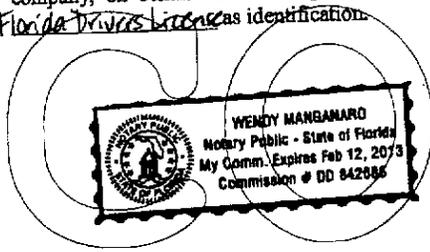
By: [Signature]  
William G. Frick, Jr.  
Managing Member

Susan E. Sciorcia  
Witness  
Susan E. Sciorcia  
Print Name

CO COPY  
WPS 382,494,698v31103903.015800

STATE OF FLORIDA  
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 7 day of June, 2011, by William G. Frick, Jr., as Managing Member of Frick Properties, LLC, a Florida limited liability company, on behalf of the company. He is  personally known to me, or  produced Florida Drivers License as identification.



Wendy Mangano  
Notary Public

COPY

COPY

WPB 382,404,696/3103903.013800

SCHEDULE "A"

Permitted Exceptions

1. Taxes and assessments for the year 2011.
2. Restrictions, covenants, conditions and easements as contained on the Plat of St. Lucie West Plat No. 166, St. Lucie West Industrial Park - Phase II, recorded in Plat Book 43, Page 3 of the Public Records of St. Lucie County, Florida.
3. Restrictions as contained in Deed, recorded in Official Records Book 1867, Page 634.
4. Assignment of Architectural Approval Rights, recorded in Official Records Book 1016, Page 2278.
5. Restrictions, covenants and conditions as set forth in that instrument recorded in Official Records Book 572, Page 1493 and as amended in Official Records Book 611, Page 2277; Official Records Book 621, Page 2279; Official Records Book 628, Page 1991; Official Records Book 634, Page 1103; Official Records Book 678, Page 1387 and re-recorded in Official Records Book 679, Page 2199; and Official Records Book 726, Page 2555 and Assignment of Declarant's Rights as recorded in Official Records Book 898, Page 1779 and Official Records Book 1016, Page 2247.
6. This subject property is located within the St. Lucie West Services District and is subject to assessments for benefits and taxes levied by said District, all as set forth in the Commissioner's Report recorded in Official Records Book 683, Page 2008; Agreement filed in Official Records Book 929, Page 662, as affected by Final Judgment recorded in Official Records Book 964, Page 1010 and Official Records Book 1212, Page 786 and Certificate of No Appeal filed in Official Records Book 1219, Page 1005 and Collection Agreement, recorded in Official Records Book 1349, Page 2243.
7. License Agreement (as to use of platted easements) between Thos. J. White Development Corporation, St. Lucie West Utilities Company, licensors, and St. Lucie Cablevision Company, a joint venture of St. Lucie West Cablevision, Inc. and Mercom of Florida, Inc. Licensees, as contained in instrument recorded in Official Records Book 757, Page 2220.
8. Non-Exclusive Irrevocable License Agreement (as to use of platted easements), between Thos. J. White Development Corp. and St. Lucie West Utilities, Inc. and Western Energy Services, Inc. as contained in instrument recorded in Official Records Book 768, Page 650.
9. Non-Exclusive Assignment of Easements by and between St. Lucie West Utilities, Inc., and St. Lucie West Services District as contained in the instrument and recorded in Official Records Book 768, Page 657; which assignment, pursuant to that certain Quit Claim Deed given by St. Lucie West Services District to Thos. J. White Development Corporation recorded in Official Records Book 893, Page 1840, has been limited to water management tracts, conservation tracts, any ingress/egress easement specifically providing access to any water management tract and/or conservation tract, easement

WPB 382,484,696/31103903.013800

COPY

rights in and to any maintenance buffer easements, lake maintenance easement, and water management tract easement and easement rights in any drainage easement, other than a private drainage easement, as shown on the plat of Plat No. 1 Prima Vista Boulevard as recorded in Plat Book 26, Pages 8-8G.

10. Assignment of Dedication and Reservations as recorded in Official Records Book 688, Page 1406, as affected by Quit Claim Deed recorded in Official Records Book 893, Page 1840.
11. Assignment of Dedications recorded in Official Records Book 688, Page 1394.
12. Assignment of Dedications recorded in Official Records Book 668, page 1410
13. Terms and conditions contained in that certain Notice of Water and Sewer Operating Policy in favor of St. Lucie West Services District as recorded in Official Records Book 1285, Page 2156.
14. Restrictive Covenants as to various "non-uses", as contained in the instrument recorded in Official Records Book 819, Page 2477; Official Records Book 884, Page 2225; Assignment of Developmental Rights, recorded in Official Records Book 1016, Page 2263 and Consent to Use, recorded in Official Records Book 926 Page 549 and Official Records Book 1024, Page 345 and Amendment to Consent to Use, recorded in Official Records Book 1240, page 1452.
15. Agreement between St. Lucie County, Florida and Thos. J. White Development Corporation, on Interim Road Impact Fee Credit for St. Lucie West Development of Regional Impact, recorded in Official Records Book 573, Page 303; Official Records Book 579, Page 2706; Official Records Book 663, Page 2607; Official Records Book 718, Page 1876; Official Records Book 872, Page 555; Official Records Book 898, Page 2687; Official Records Book 898, Page 1945 and Official Records Book 1259, Page 2766, all being assigned in Official Records Book 898, Page 1796; Official Records Book 1016, page 2297; and Official Records Book 1211, Page 504.
16. Fire/EMS Impact Fee Credit Agreement, recorded in Official Records Book 1470, page 880.
17. Notice of Establishment of the St. Lucie West Services District, recorded in Official Records Book 1250, Page 1737, which include provisions for special assessments.
18. Restrictive Covenants, recorded in Official Records Book 762, Page 2110.
19. Memorandum of Agreement between Thos. J. White Development Corporation and Western Energy Services, Inc., as contained in instrument recorded September 25, 1991 in Official Records Book 756, Page 2624, assigned to Elizabethtown Gas Company d/b/a City Gas Company of Florida, recorded January 26, 1993 in Official Records Book 825, Page 1395 providing for the installation, operation and maintenance of propane and/or natural gas facility and distribution systems.
20. Easement in favor of Florida Power and Light Company, recorded in Official Records Book 599, Page 445.

WPE 382,494,608v3103903.013800

COPY

21. Conditions, restrictions and limitation as contained in Unity of Title, recorded in Official Records Book 1798, Page 368.
22. Restrictions as contained in Deed recorded in Official Records Book 1016, Page 2230 and Official Records Book 1952, Page 1318.
23. Non-Exclusive Utility Easement in favor of St. Lucie West Services District recorded in Official Records Book 2756, Page 2966.
24. Easement(s) in favor of Florida Power and Light Company set forth in instrument(s) recorded in Official Records Book 2837, Page 1278, amended and re-recorded in Official Records Book 2838, Page 2211.
25. Resolution 2009-11 of the Board of Supervisors of the St. Lucie West Services District recorded in Official Records Book 3089, Page 1676.

COPY

COPY

COPY

WFS 382,494,696/3103903.018800

TC Property Venture, LLC  
By: Seacoast National Bank, Manager  
815 Colorado Ave.  
Stuart, FL 34994

RECEIVED  
MAY 14 2012

### Letter of Authorization

To Whom It May Concern:

I, Kevin Picart, am the Senior Vice President of Seacoast National Bank which is the Managing Member of TC Property Venture LLC the owner of Unit # 103 at 574 NW Mercantile Dr., Port St Lucie FL 34986 (the "Property") which houses the "Dance 4 Life Academy".

This letter authorizes Chelsea Fowler d/b/a *Dance 4 Life Academy LLC* to act as TC Property Venture LLC's agent solely for the purposes of obtaining permits and approvals from the City of Port Lucie and all applicable local government agencies necessary for *Dance 4 Life* to lawfully conduct its business at the Property. This authorization includes that certain Application for Special Exception Use submitted in April 2012 for *Dance 4 Life* at the Property.

The Property's legal description is detailed below:

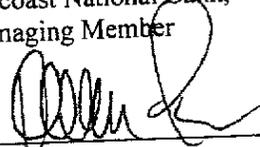
LOT 7, ST LUCIE WEST PLAT NO 166, ST. LUCIE WEST INDUSTRIAL PARK-PHASE II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGES 3, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Parcel ID# 3323-680-0014-000-2

If you have any questions, please call me at (772) 221-3098 or via email at: [kevin.picart@seacoastnational.com](mailto:kevin.picart@seacoastnational.com).

Sincerely,

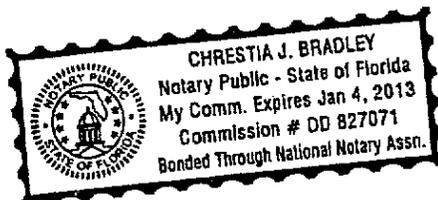
OWNER:  
TC Property Venture, LLC  
By: Seacoast National Bank,  
Managing Member

  
\_\_\_\_\_  
Kevin Picart,  
Senior Vice President

Date: 5/14/12

State of: Florida  
County of: Martin

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2012 by, Kevin Picart, as Senior Vice President of Seacoast National Bank, who is  personally known to me, or ( ) has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC Chrestia J. Bradley  
Name Printed: Chrestia J. Bradley  
State of Florida at-large  
My Commission expires: 1-4-2013

RECEIVED

MAY 29 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE

## RECIPROCAL PARKING AGREEMENT

This Reciprocal Parking Easement Agreement (the "Agreement") is made and entered into this \_\_\_ day of May, 2012, by and between TC PROPERTY VENTURE, LLC (the "Property Owner"), and DANCE 4 LIFE ACADEMY (the "Tenant").

### RECITALS

1. The Property Owner is the owner of that certain real property situated in St. Lucie County, Florida, more particularly described as FRICK TECH II , located at 562 & 574 NW Mercantile Place, Port St. Lucie, FL 34986 (the "Property").

2. The Tenant is the renter of that certain real property situated in St. Lucie County, Florida, more particularly described as Unit # 103 at 574 NW Mercantile Place, Port St. Lucie, FL 34986.

3. The parties hereto desire to impose certain rights of access for the mutual and reciprocal benefit and complement of Property Owner and Tenant and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Property Owner and Tenant hereby covenant and agree that the Property and all present and future owners and occupants of the Property shall be and hereby subject to the terms, covenants, easements, restrictions and conditions hereinafter set for the in this Agreement, so that said Unit shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

### AGREEMENTS

1. Definitions. For purposes hereof:

(a) The term "Property Owner" shall mean the owner of the Property and the term "Tenant" shall mean the lessee of Unit 103 at 574 NW Mercantile Place, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Unit" shall mean the separately identified Unit of real property within the building now constituting a part of the real property subjected to this Agreement and described as Unit 103 at 574 NW Mercantile Place, Port St. Lucie, FL 34986.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of the Unit and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Property Owner, and/or (ii) such tenant(s) or occupant(s).

## 2. Easement.

2.1 Grant of Reciprocal Easement. Subject to any express conditions, limitations or reservations contained herein, the Property Owner and Tenant hereby grant, establish, covenant and agree that Tenant shall be given the ability to utilize any of the available parking in the entire project known as Frick Tech II (at 562 & 574 NW Mercantile Place, Port St. Lucie, FL 34986), for use by its customers between the hours of 3:00pm to 10:00pm on weekdays and anytime on the weekend. ("Easement").

2.2 Reasonable Use of Easement. The Easement herein above granted shall be used and enjoyed by the Tenant and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the other businesses located within the Property.

## 3. Maintenance.

Tenant shall maintain the interior of its Unit, as well as the general cleanup of the parking areas that the Tenant's customers use during the hours of operation. This is aside from the building and common area maintenance that is included in the rent.

## 4. Taxes and Assessments.

The Property Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to the Property as outlined in the lease agreement between Property Owner and Tenant.

## 5. No Rights in Public; No Implied Easements.

Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Frick Tech II. No easements, except those expressly set forth in paragraph 2 shall be implied by this Agreement.

## 6. Remedies and Enforcement.

6.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by the Property Owner, Tenant or its Permittees of any of the terms, covenants, restrictions or conditions hereof, each party shall be entitled forthwith to full

and adequate relief by injunction and /or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

6.2 Remedies and Enforcement. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

PROPERTY OWNER AND TENANT WAIVE TRIAL BY JURY IN RESPECT OF ANY DISPUTE AND ANY ACTION ON DISPUTE INVOLVING THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY PROPERTY OWNER AND TENANT, AND PROPERTY OWNER AND TENANT HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. PROPERTY OWNER AND TENANT ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. TENANT FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS NOTE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

7. Term.

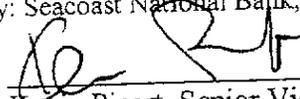
The rights to easements, access, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the St. Lucie County Recorder and shall remain in full force and effect throughout the term of the Lease dated April 1<sup>st</sup> 2012, unless this Agreement is modified, amended, canceled or terminated by the Property Owner. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate on December 31, 2015.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**PROPERTY OWNER:**

TC PROPERTY VENTURE LLC

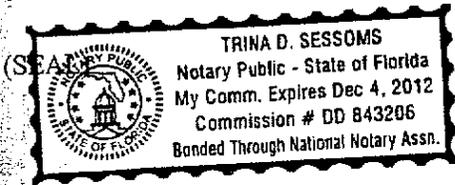
By: Seacoast National Bank, Managing Member



Kevin Picart, Senior Vice President

STATE OF FLORIDA )  
COUNTY OF Martin )

SWORN TO AND SUBSCRIBED before me this 25<sup>th</sup> day of May, 2012, by KEVIN PICART, as Senior Vice President of Seacoast National Bank, Managing Manager of TC PROPERTY VENTURE LLC, a Florida limited liability company, who took an oath and either is  personally known to me or  has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

Trina D. Sessoms  
(Signature)

Trina D. Sessoms  
(Print Name)

TENANT:

DANCE 4 LIFE ACADEMY

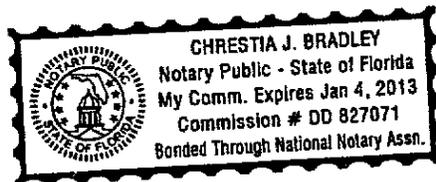
By Chelsea Fowler  
(Signature)

Chelsea Fowler  
(Print Name)

STATE OF FLORIDA )  
COUNTY OF Meander )

SWORN TO AND SUBSCRIBED before me this 25<sup>th</sup> day of May, 2012, by Chelsea Fowler, as \_\_\_\_\_, of DANCE 4 LIFE ACADEMY, a Florida \_\_\_\_\_, who took an oath and either is  personally known to me or  has produced \_\_\_\_\_ as identification.

(SEAL)



NOTARY PUBLIC

Chrestia J. Bradley  
(Signature)

Chrestia J. Bradley  
(Print Name)