

CITY OF PORT ST. LUCIE, FL - CITY COUNCIL

COUNCIL ITEM 7F
DATE 9/24/12

AGENDA ITEM REQUEST

MEETING: REGULAR X SPECIAL

DATE: September 24, 2012

ORDINANCE RESOLUTION MOTION X PUBLIC HEARING

ITEM: PROJECT NO. P12-091
 MANN RESEARCH CENTER – MOB # 1
 MAJOR SITE PLAN APPLICATION

RECOMMENDED ACTION: The Site Plan Review Committee reviewed the request on August 8, 2012 and unanimously recommended approval.

EXHIBITS:

- A. Staff Report
- C. Support Materials

SUMMARY EXPLANATION/BACKGROUND INFORMATION: The proposed project consists of a 40,000 square foot 2 story medical office building.

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

None.

SUBMITTING DEPARTMENT: *Planning and Zoning*

DATE: 9/10/12



City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: CITY COUNCIL – MEETING OF SEPTEMBER 24, 2012

FROM: KATHERINE H. HUNTRESS, PLANNER *KHH*

RE: SITE PLAN APPLICATION
PROJECT NO. P12-091
MANN RESEARCH CENTER – MOB # 1

DATE: SEPTEMBER 11, 2012

APPLICANT: Howard Ehram of Creech Engineers, Inc. is acting as the agent. The authorization letter is attached to the staff report.

OWNER: Mann RC, LLC.

LOCATION: The subject property is located on the east side of Village Parkway, south of Innovation Way, north of Water Management Tract 1, and generally west of I-95.

LEGAL DESCRIPTION: The property is legally described as Parcel 7, Southern Grove Plat No. 4. A complete legal description is included on the site plan.

SIZE: 3.51 acres.

EXISTING ZONING: Southern Grove MPUD (Master Planned Unit Development).

EXISTING USE: Cleared vacant land.

SURROUNDING USES: North, south, east, and west = Southern Grove MPUD (Master Planned Unit Development) zoning. North = existing Homewood Suites. South = existing Torrey Pines Institute for Molecular Studies. East = existing Martin Memorial Hospital under construction. West = existing vacant land.

FUTURE LAND USE: NCD (New Community Development).

PROPOSED PROJECT: The proposed project consists of a 40,000 square foot 2 story medical office building.

IMPACTS AND FINDINGS The project has been reviewed for compliance with Chapter 160, City Code, regarding provision of adequate public facilities and documented as follows:

Sewer/Water Service: The City of Port St. Lucie Utility Department is the service provider.

Transportation: The proposed site plan is projected to generate a total of 1,604 weekday daily trips and 138 peak hour vehicle trips on the roads adjacent to the project according to the Institute of Transportation Engineers Trip Generation Manual, 8th Edition. It will not adversely affect the transportation level of service for the adjacent roads.

Parks/Open Space: This is not applicable.

Schools: This is not applicable.

Stormwater: The site plan is in compliance with the adopted level of service standard.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available. The site plan includes a dumpster (12' x 26') enclosure allowing for both general and recyclable refuse.

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

Environmental: The site has previously been cleared.

Architectural Design Standards: The Citywide Design Standards do not apply to the project. The Tradition Design Review Committee Architectural Review has been completed and the project was approved.

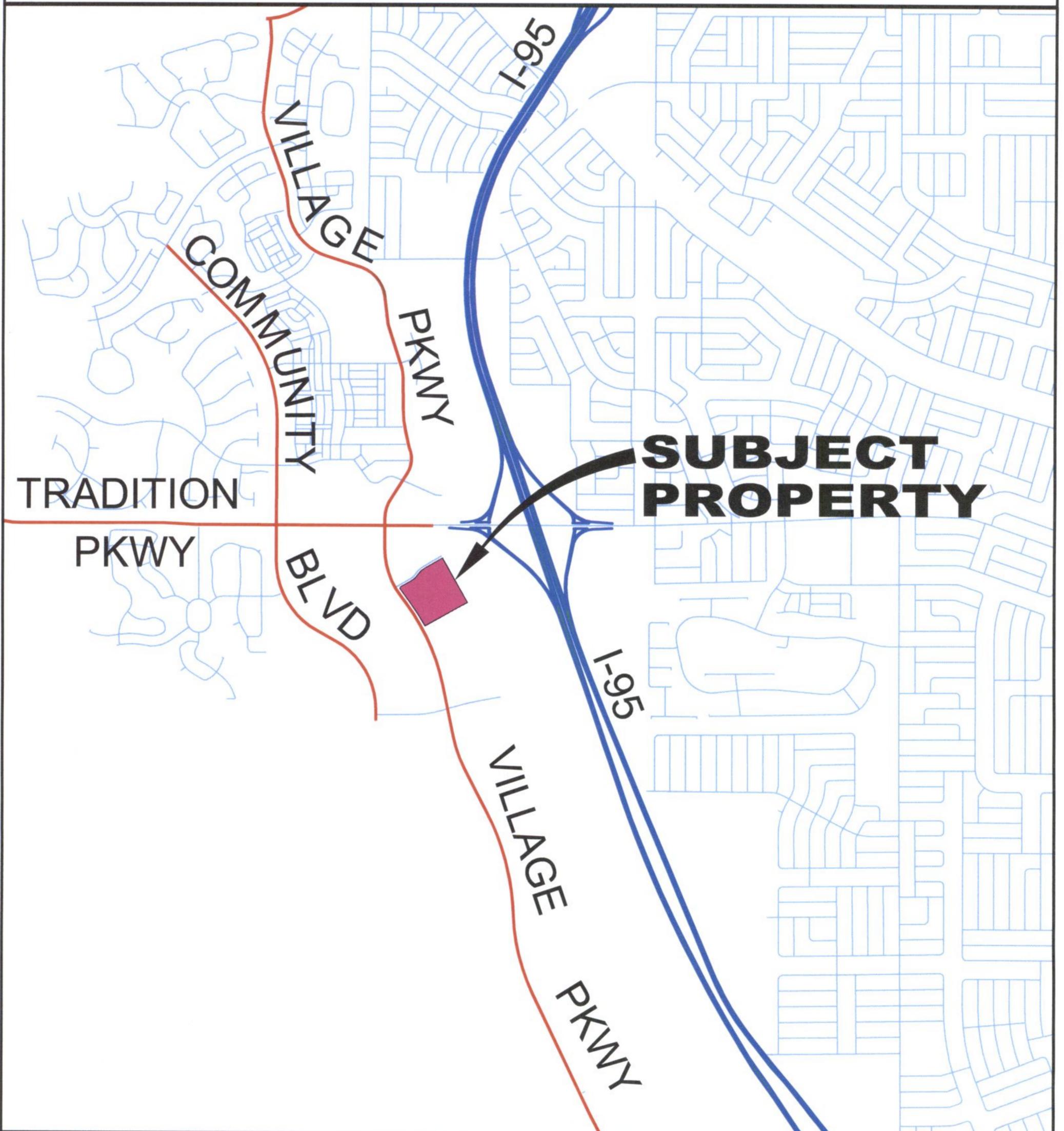
Art in Public Places: On August 14, 2012 the City of Port St. Lucie Public Art Advisory Board approved the proposed enhanced architectural element in the form of a sign for the subject project to satisfy the public art requirement. See the attached graphics provided by the applicant depicting the sign.

STAFF RECOMMENDATION:

The Site Plan Review Committee reviewed the request at their meeting on December 28, 2011, and unanimously recommended approval. The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the City's Land Development Regulations and policies of the Comprehensive Plan and recommends approval with the following condition:

1. Proof of transfer of ownership of the "Innovation Way" road right of way on the northeastern corner of the property shall be provided prior to issuance of a building permit.

SITE LOCATION



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT

PZ 2012.DWG

SITE PLAN REVIEW
PARCEL 7
SOUTHERN GROVE PLATNO. 4

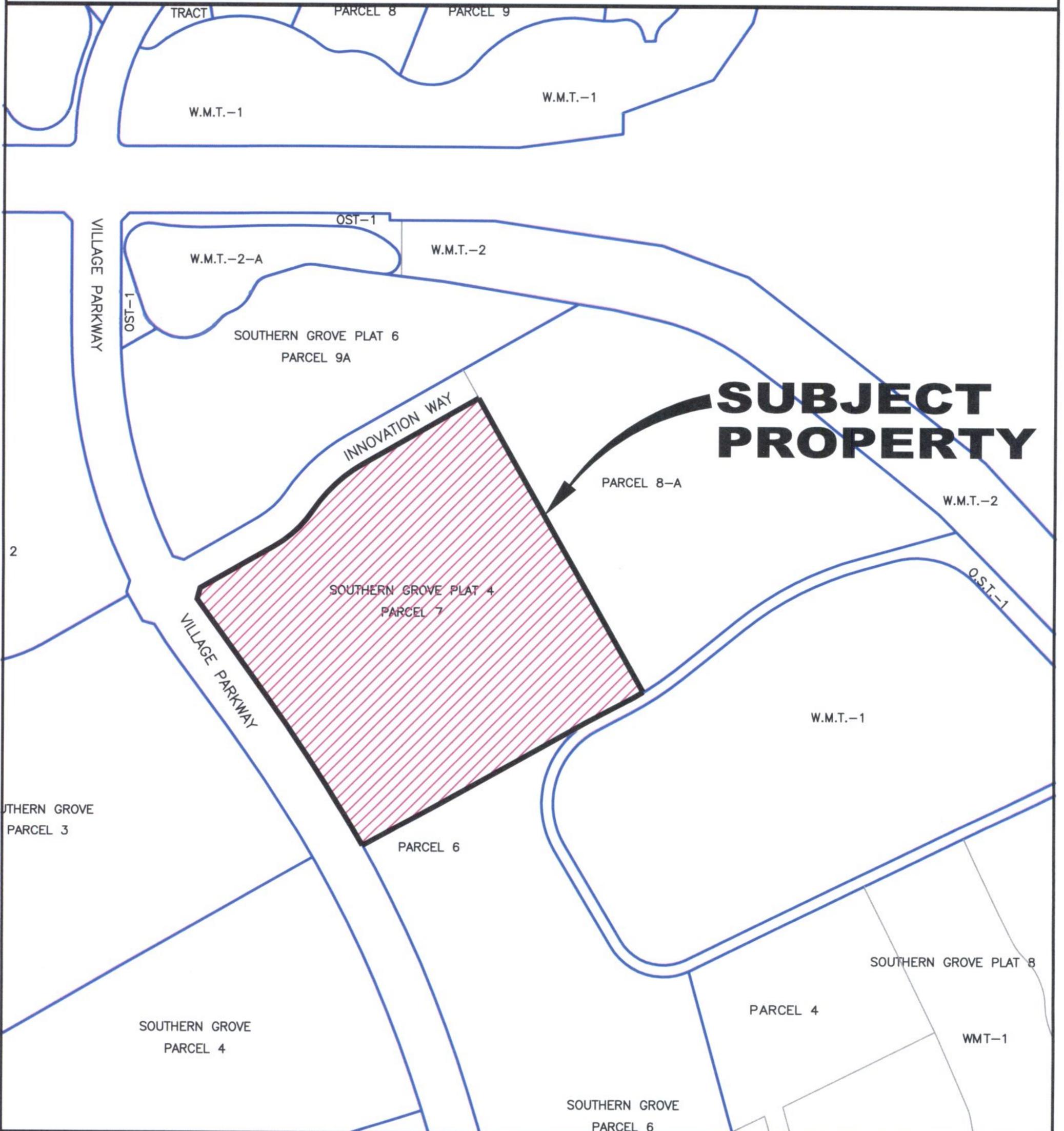
DATE: 7/20/2012

APPLICATION NUMBER:
P12-091

CADD FILE NAME:
P12-091L

SCALE: 1" = .5 MI.

SITE LOCATION



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT

PZ 2012.DWG

SITE PLAN REVIEW
PARCEL 7
SOUTHERN GROVE PLATNO. 4

DATE: 7/20/2012

APPLICATION NUMBER:
P12-091

CADD FILE NAME:
P12-091M

SCALE: 1" = 400'

SITE LOCATION



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT

PZ 2012.DWG

SITE PLAN REVIEW
PARCEL 7
SOUTHERN GROVE PLATNO. 4
AERIAL DEC 2010

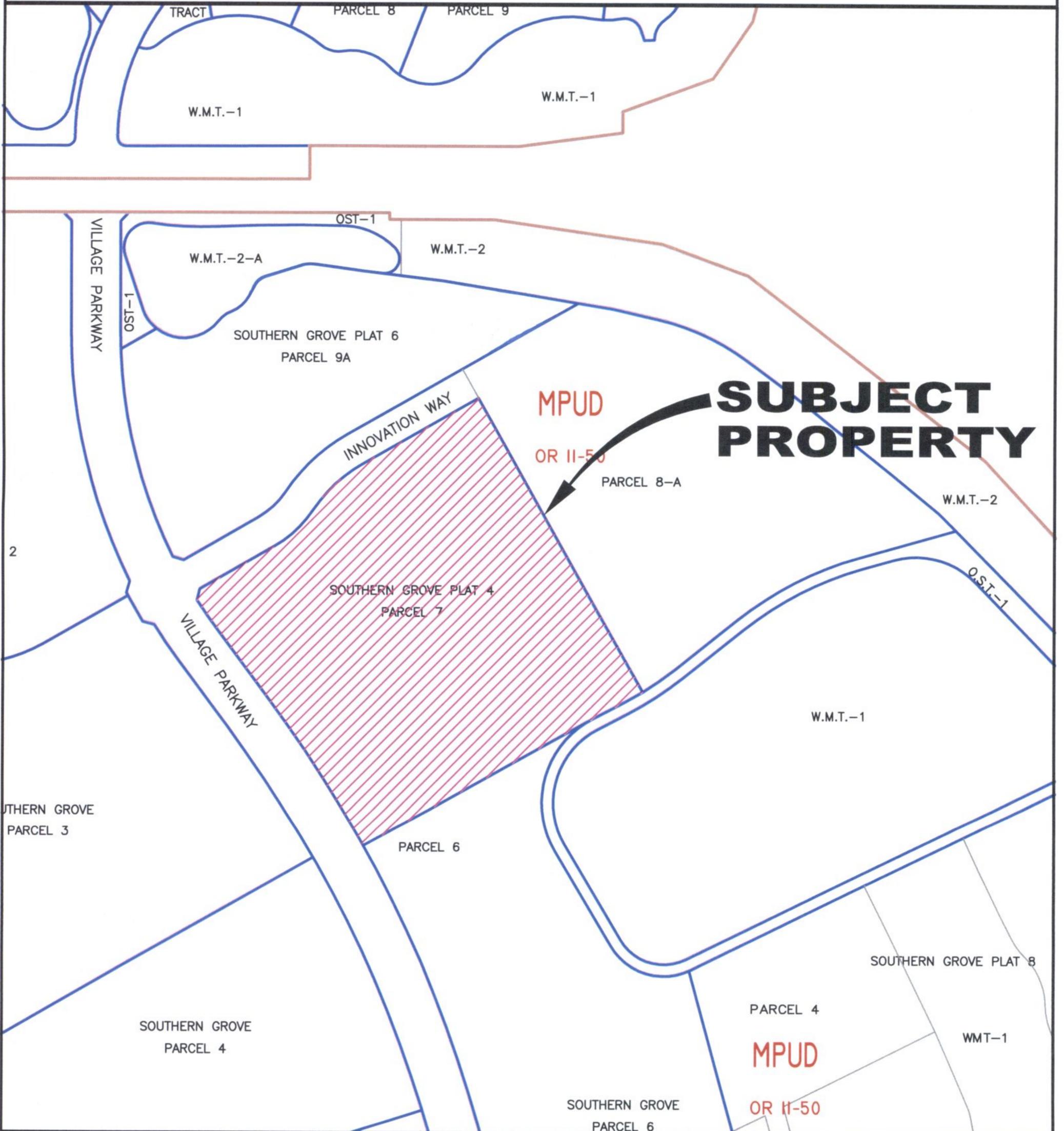
DATE: 7/20/2012

APPLICATION NUMBER:
P12-091

CADD FILE NAME:
P12-091A

SCALE: 1"=300'

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

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

SITE PLAN REVIEW
PARCEL 7
SOUTHERN GROVE PLATNO. 4

DATE: 7/20/2012
APPLICATION NUMBER: P12-091
CADD FILE NAME: P12-091M
SCALE: 1" = 400'



501 SE Port St Lucie Boulevard, Suite 101
Port St Lucie, Florida 34984
Ph: (772) 249-0733, Fax: (772) 220-7881

July 18, 2012
11070.00(00)

Daniel Holbrook
Director of Planning and Zoning
City of Port St Lucie
121 SW Port St Lucie Boulevard
Port St. Lucie, FL 34984

RECEIVED

JUL 18 2012

PLANNING DEPARTMENT
CITY OF PORT ST LUCIE, FL

RE: Siteplan Application for Mann Research, LLC - MOB #1

Owner: Mann Research Center, LLC
Project: Medical Office Building #1 (MOB #1)
Location: Tradition/Southern Groves

Mr. Holbrook:

Creech Engineers, Inc. is the Engineer of Record for the above reference project and will be representing Mann Research Center, LLC (Owner) throughout the Site Plan Review Process in order to obtain the necessary entitlements and permits to construct and operate the project.

The Project continues the vision of Tradition's Florida Center for Innovation that includes Torrey Pines, VGTI and Martin Memorial Hospital (MMHS). The site is located on the southeast corner of Village Parkway and Innovation Way in the City of Port St. Lucie, Florida. The Project is designed as MOB #1 and is the first building on the 22.34 acre undeveloped site that is entitled for approximately 150,000 SF of medical office building (MOB) area, 250,000 SF of research and development (R&D) building area and 10,000 SF of retail building area.

The building will be 2 stories with a 20,000 sf footprint for a total of 40,000 SF situated on approximately 3.51 acres. The Project will share an entrance drive located at the eastern end of Innovation Way with the MMHS site that will have a recorded ingress/egress easement prior to City Council review. The project will be located at the eastern edge of the property with a connector to MMHS that is currently under construction.

The application herein is for Site Plan approval for the 40,000 sf MOB #1 and mass grading for the entire 22.34 acre parcel. We will be following up with the submittal for detail construction plans for MOB #1. The Project is currently scheduled to be completed and open in the fall of 2013.

The balance of the site will be designed and constructed separately.

Please do not hesitate to contact me regarding any matters pertaining to this Project and/or the application package. We look forward to working with you and the other departments throughout the review process.

Sincerely,
Creech Engineers, Inc.

A handwritten signature in black ink, appearing to read "Howard Ehram", with a long horizontal flourish extending to the right.

Howard Ehram, P.E., CGC, LEED AP
Sr. Project Manager
hehram@creechinc.com

APPLICATION FOR SITE PLAN REVIEW

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. P12-091
Fees (Nonrefundable) \$ 7,945.00 Arch.: \$ _____
Receipt #'s: 11857

PRIMARY CONTACT EMAIL ADDRESS: hehrsam@creechinc.com

PROJECT NAME: Mann Research Center, LLC - MOB #1

LEGAL DESCRIPTION: Parcel 7, Southern Grove Plat No. 4

LOCATION OF PROJECT SITE: 10000 SW Village Parkway; Southeast corner of Village Parkway and Innovation Way

PROPERTY TAX I.D. NUMBER: 4315-500-0015-000-2

STATEMENT DESCRIBING IN DETAIL _____

THE CHARACTER AND INTENDED USE Professional Medical Office
OF THE DEVELOPMENT: _____

GROSS SQ. FT. OF STRUCTURE (S): 40,000 sf
NUMBER OF DWELLING UNITS & DENSITY JUL 13 2012
FOR MULTI-FAMILY PROJECTS: N/A

UTILITIES & SUPPLIER: Port St lucie Utilities Department

GROSS ACREAGE & SQ. FT. OF SITE: 3.51 Acres **ESTIMATED NO. EMPLOYEES: _____

FUTURE LAND USE DESIGNATION: NCD ZONING DISTRICT: MPUD

OWNER(S) OF PROPERTY: Mann Research Center, LLC
Name, Address, Telephone & Fax No.: 10490 SW Village Center Drive
Port St Lucie, FL 34987

APPLICANT OR AGENT OF OWNER: Howard Ehram
Name, Address, Telephone & Fax No.: Creech Engineers, 501 SE Port St Lucie Blvd, PSL, FL 34984
O: 772-249-0733 F: (772) 220-7881 C: 772-201-0006

PROJECT ARCHITECT/ENGINEER: Creech Engineers, Inc.
(Firm, Engineer Of Record, Howard Ehram, P.E. Lic No. 73975
Florida Registration No., Contact Howard Ehram, 501 SE Port St Lucie, Blvd, #101, PSL, FL 34984
Person, Address, Phone & Fax No.) O: 772-249-0733 F: (772) 220-7881 C: 772-201-0006

- I hereby authorize the above listed agent to represent me. I grant the planning department permission to access the property for inspection.
- I fully understand that prior to the issuance of a building permit and the commencement of any development, all plans and detail plans must be reviewed and approved by the City pursuant to Sections 158.237 through 158.245, inclusive, of the zoning ordinance.
***When a corporation submits an application, it must be signed by an officer of the corporation.** Corporation signatures must be accompanied with an approved resolution authorizing the individual to sign such applications.

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

Andrew Favata ANDREW FAVATA Vice President 7/18/12
OWNER'S SIGNATURE HAND PRINT NAME TITLE DATE

RETURN TO VIRGINIA SCARNA
c/o RUDEN, McCLOSKEY, et al., P.A.
Post Office Box 1900
Fort Lauderdale, Florida 33302

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

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3152114 01/02/2008 at 04:20 PM
OR BOOK 2923 PAGE 558 - 571 Doc Type: DEED
RECORDING: \$120.50
D DOC STAMP COLLECTION: \$0.70

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 27th day of December, 2007, between HORIZONS ST. LUCIE DEVELOPMENT, LLC, a Florida limited liability company, having an address at 10521 S. W. Village Center Drive, Suite 201, Port St. Lucie, Florida 34987 (hereinafter called the "Grantor"), and MANN RC, LLC, a Florida limited liability company, having an office at a t10521 S. W. Village Center Drive, Suite 201, Port St. Lucie, Florida 34987 (hereinafter called the "Grantee").

WITNESSETH:

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

Parcel 7, SOUTHERN GROVE PLAT NO. 4, according to the plat thereof, as recorded in Plat Book 56, Pages 18 through 23, of the Public Records of St. Lucie County, Florida (the "Property").

SUBJECT TO:

- (a) Taxes and assessments for the year 2008 and subsequent years.
- (b) Special assessment liens imposed by the Southern Grove Community Development Districts 1 and 5A.
- (c) Zoning restrictions and prohibitions imposed by governmental authority.
- (d) Restrictions, agreements, covenants, conditions, reservations, dedications and easements of record shown on Exhibit "A" attached hereto, but this provision shall not operate to reimpose the same ("Permitted Exceptions").
- (e) All matters that an accurate survey may reveal.

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

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

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

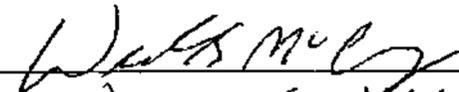
AND the Grantor hereby covenants with said Grantee that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through and under Grantor.

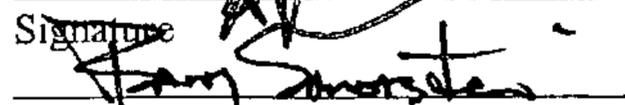
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of

HORIZONS ST. LUCIE DEVELOPMENT
LLC, a Florida limited liability company


Signature
VIRGINIA SCARNA
Printed Name

By: 
Name: Wesley S. McCurry
Title: President


Signature
Jay Somerset
Printed Name

STATE OF FLORIDA)
) SS:
COUNTY OF ~~ST. LUCIE~~) *Palm Beach*

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Wesley S. McCune, the President of HORIZONS ST. LUCIE DEVELOPMENT, LLC, a Florida limited liability company, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said entity. He is personally known to me or who has produced Florida License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of December, 2007.

Marie A. Wine
Notary Public  Marie A. Wine
My Commission DD286725
Expires February 02, 2008

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT "A"

1. Terms and provisions as set forth in Annexation and Development Agreement recorded in Official Records Book 1648, at Page 2879, in the public records of St. Lucie County, Florida.
2. Matters as shown on the Plat of Southern Grove Plat No. 4, as recorded in Plat Book 56, at Pages 18 through 23, in the public records of St. Lucie County, Florida.
3. Exclusive Rights to Publix to operate as a supermarket under the provisions in Memorandum of Lease by and between Tradition Village Center, LLC and Publix Super Markets, Inc., as recorded in Official Records Book 2033, at Page 612, together with First Amendment to Memorandum of Lease recorded in Official Records Book 2254, at Page 1137 in the public records of St. Lucie County, Florida.
4. Provisions of the Declaration of Restrictions by Horizons St Lucie Development, LLC and Tradition Development Company, LLC and Horizons Acquisition 5, LLC, as recorded in Official Records Book 2729, at Page 2344 in the public records of St. Lucie County, Florida.
5. Provisions of the Declaration of Restrictions by Horizons St Lucie Development, LLC and Horizons Acquisition No. 5, LLC, as recorded in Official Records Book 2731, at Page 2884, and Corrected in Official Records Book 2739 at Page 1458 in the public records of St. Lucie County, Florida.
6. Easement Agreement by and between Martin Memorial Acquisition, LLC, Horizons St. Lucie Development, LLC and Tradition Commercial Association, Inc., as recorded in Official Records Book 2729, at Page 2384 in the public records of St. Lucie County, Florida.
7. Temporary Construction Easement by Horizon St. Lucie Development, LLC to City of Port St. Lucie as recorded in Official Records Book 2867, at Page 2281 in the public records of St. Lucie County, Florida.
8. Notice of Establishment of the Southern Grove Community Development District No. 5A as recorded in Official Records Book 2814, page 1392, of the Public Records of St. Lucie County, Florida.
9. Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact as recorded in Official Records Book 2868, page 1267, of the Public Records of St. Lucie County, Florida.
10. Waiver and Consent as to Special Assessments as recorded in Official Records Book 2889, Page 2823, of the Public Records of St. Lucie County, Florida.
11. Temporary Construction Easement by Horizons St. Lucie Development, LLC and City of Port St. Lucie, as recorded in Official Records Book 2903, at Page 1835 in the Public records of St. Lucie County, Florida.
12. Terms, provisions, conditions, easements and covenants as set forth in the Commercial Charter for Tradition, as recorded in Official Records Book 2098, at page 1697, as amended in First Amendment to Commercial Charter for Tradition as recorded in Official Records Book 2605, at Page 908 and Second Amendment to Commercial Charter for Tradition as recorded in Official Records Book 2776, at Page 1541; together with First Supplement recorded in Official Records Book 2584, at Page 2025; Second Supplement recorded in Official Records Book 2592, at Page 2701; Third Supplement recorded in Official Records Book 2605, at Page 870; Fourth Supplement recorded in Official Records Book 2650, at Page 2111; Fifth Supplement and Second Amendment recorded in Official Records Book 2650, at Page 2111; Sixth Supplement and Amendment Commercial Charter for Tradition recorded in Official Records Book 2731, at Page 2869; Seventh Supplement recorded in Official Records Book 2729, at Page 2333 and Eighth Supplement to Commercial Charter for Tradition as recorded in Official Records Book 2776, at Page 1546; Supplement to Commercial Charter for Tradition recorded in Official Records Book 2885, at Page 1351, along with Consent to Use recorded in Official Record Book 2605, at Page 919, Official Records Book 2668, at Page 382 and Official Records Book 2914, at Page

2047, Ninth Supplement and Amendment to Commercial Charter recorded in Official Records Book 2916, Page 1973 and Tenth Supplement and Amendment to Commercial Charter recorded immediately prior hereto, all in the Public Records of St. Lucie County, Florida.

13. Provisions of the Declaration of Restrictions by Horizons St. Lucie Development, LLC as recorded in Official Records Book 2916, Page 2027 of the Public Records of St. Lucie County, Florida.
14. Fire/EMS Development and Impact Fee Agreement recorded in Official Records Book 2916, Page 661 of the Public Records of St. Lucie County, Florida.
15. License Agreement between Grantor and Grantee to be recorded subsequent to this Special Warranty Deed.
16. Mortgage from Grantee to Grantor in the original principal sum of \$3,984,893.78 to be recorded subsequent to this Special Warranty Deed.
17. UCC-1 Financing Statement from Grantee to Grantor to be recorded subsequent to this Special Warranty Deed.
18. Sign Easement from Grantee to Tradition Commercial Association, Inc. to be recorded subsequent to this Special Warranty Deed.
19. Declaration of Restrictions by Grantor to be recorded prior to this Special Warranty Deed.

EXHIBIT "B"

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

1. (A) In order to assure uniformity and compatibility of the development within the project known as Tradition ("Project"), Grantee acknowledges and agrees that for a period ending on December 28, 2027 the Property shall only be used for developing thereon ("Proposed Use"):
 - (i) not more than 250,000 square feet of office space provided however at least 100,000 square feet of such office space must be medical office building located on the portion of the Property described on Schedule "1" attached hereto and made a part hereof (the "MOB Parcel") during the period of the restriction recorded in Official Records Book 2729, Page 2344 of the Public Records of St. Lucie County, Florida ("Restriction") unless Martin Memorial Acquisition, LLC, its successors or assigns ("Martin Memorial") agrees in writing that a portion of such 100,000 square feet of medical office building use may be part of one or more common building(s) which straddle both the MOB Parcel and the property more particularly described on Schedule 2 attached hereto and made a part hereof ("Base Parcel") in accordance with a site plan showing such building(s) which has been approved in writing by Grantor and (ii) not more than 10,000 square feet of retail building use may be constructed upon the Property and (iii) not more than 150,000 square feet of industrial building use may be developed on the Property, which 150,000 square feet of industrial building use may permit (x) pharmaceutical, life sciences, educational use (provided that such education use is in connection with a partnership or venture between the owner of the Property and a college or university and/or a lease between the owner of the Property and a college or university where research and development pharmaceutical, life, science or other medical activity are the main focus of such relationship), (y) industrial and manufacturing uses with respect to pharmaceutical products and /or medical devices or (z) research and development in connection with life sciences, pharmaceutical, educational (provided that such educational use is in connection with a partnership or venture with the owner of the Property and university or college and/or a lease between the owner of the Property and a college or university where research and development are the main focus of such relationship), health clinic, medical rehab facilities, diagnostic and surgical services and/or other medical activities. The Proposed Use set forth above are subject to compliance with all applicable governmental requirements and the Permitted Exceptions with respect to the Property. The height of all buildings on the Property may be up to eighty (80') feet in height provided however that the height of medical office buildings located upon the MOB Parcel may be up to 100 feet in height and to the extent that Martin Memorial consents to a medical office building(s) which straddles both the MOB Parcel and the Base Parcel based on a site plan which has been approved in writing by Grantor, then such medical office building(s) located

on the MOB Parcel and which straddle the MOB Parcel and the Base Parcel as aforesaid may be up to one hundred (100) feet in height.

B. All architectural exterior elevations, site plans or changes to the site plan for the Property approved by in writing by Grantor ("Approved Site Plan"), signage (temporary and/or permanent) utility plans, drainage plans and landscaping plans for any development and/or construction on the Property, whether conceptual, preliminary, proposed or final and all modifications, alterations and additions thereto ("Plans") must be submitted to Grantor and the Tradition Commercial Association, Inc. ("Association") and shall be subject to Grantor's and Association's written approval. During the period that Grantor controls the Association, the approval of the Association of the Plans will be deemed the approval of Grantor of the Plans and the approval of Grantor will be deemed the approval of the Association. All infrastructure improvements, buffers, lakes, retention areas, conservation areas and/or open space shall additionally require the approval of Grantor and the Association. The approval of such Plans may be based on aesthetic grounds of Grantor and the Association, provided Grantor agrees that it shall not unreasonably withhold its approval to such Plans if such Plans are consistent with Grantor's design guidelines. The Grantor agrees that upon delivery of a complete set of Plans for which the Grantee desires Grantor's approval, it will review and approve or disapprove and set forth the basis for such disapproval within thirty (30) days of receipt of such complete set of Plans together with a written request of Grantor asking for its approval thereof (the end of such 30 day period being the "Plan Approval Date"). In the event that the Grantor shall fail to approve in writing or disapprove and specify the basis for such disapproval in writing by the Plan Approval Date, then the Grantee shall send Grantor a second notice ("Plan Approval Notice") setting forth in capital letters that the failure to approve or disapprove the Plans within five (5) business days of receipt of the Plan Approval Notice shall be deemed an approval of such Plans. In the event Grantor does not approve or disapprove and specify the basis for such disapproval in writing within five (5) business days of receipt of the Plan Approval Notice, the Grantor shall be deemed to have approved such Plans. No construction or installation of any improvements or development of any portion of the Property shall be undertaken, except in accordance with the complete and final Plans which have been approved in writing by Grantor and Association (or deemed approved) as set forth above (which Plans, if approved by Grantor and the Association, referred to as the "Approved Plans"). Notwithstanding anything to the contrary contained herein, Grantor acknowledges and agrees that neither Grantor nor the Association (a) has any approval rights with respect to interior portions of the improvements (including any interior mechanical, electrical, plumbing or structural plans), and Grantor and the Association only have approval rights with respect to exterior components of improvements and/or landscaping located on the Property, and (b) shall not discriminatorily be more restrictive or burdensome approval standards or conditions on the Property than it does with respect to any other similar properties within the Project.

C. Grantee shall submit to Grantor, and Grantor shall have the right to approve, any and all material modifications to the Plans. Grantor shall also have the right to review and approve any and all material modifications to the Plans required by any applicable governmental agency, including, without limitation, St. Lucie County, Florida.

- D. Grantee shall perform all construction and development of any work to be performed by or through Grantee substantially in accordance with the Approved Plans. To the extent the Declaration shall provide for architectural approval in favor of Grantor and the Association, then the provisions of such Declaration shall control.
2. For a period of twenty (20) years from the date hereof, the use of the Property shall be (except with Grantor's written consent which may be arbitrarily withheld): (a) restricted to the Proposed Use; (b) the Property will not be rezoned to a zoning category other than that which currently exists for the Property ; (c) the owner of the Property shall comply with and shall not violate any governmental requirements applicable to the Property; and (d) shall be subject to an irrevocable Special Power of Attorney given from the owner of the Property (which shall be deemed coupled with an interest) which shall be binding upon each owner of any portion of the Property entitling the Grantor to vote on all matters requiring the votes of the property owner with respect to Southern Grove Community Development Districts 1 and 5A and the Southwest Annexation Special Assessment District(s) created by the City of Port St. Lucie ("SAD"), but nothing herein shall impose charges or impositions such as fees for the SAD or CDD in excess of the Maximum Annual Assessment Amount applicable to the Property as set forth in the Agreement for Purchase and Sale between Tradition and Mann Research Center, LLC, as Buyer, as amended.
 3. Grantor reserves all rights with respect to the name "Tradition" or any association or club created in connection therewith; provided, however, that Grantee shall have the right, without charge, to continue to use "at Tradition" or "of Tradition" as part of the name of Grantee development, provided that if the Grantee shall execute an agreement in form reasonably acceptable to Grantor, without charge, with regard to quality control. Except as set forth above, Grantee shall have no right whatsoever to use any of such names in connection with any of the Property or in any advertising or promotional materials or in any other manner without the prior written consent of Grantor.
 4. Grantee shall not damage, cause to be damaged or knowingly permit to be damaged any property or improvements in the Project owned by Grantor, any Community Development District ("CDD") or Special Assessment District ("SAD") (the CDD and the SAD are hereinafter referred to as "Districts") or the Association, which improvements shall include, but are not limited to, streets, drainage lines, central water lines, central sewer lines, signage, landscaping, entry features, irrigation systems, lakes, lake banks, wetlands or littoral areas and Grantee assumes full responsibility and liability for any reconstruction, maintenance or repair of any such improvements arising as a proximate cause from Grantee's construction activities or the construction activities of Grantee's employees, contractors, subcontractors or agents. Should Grantee fail to promptly reconstruct, maintain and repair any such improvements damaged by Grantee, its employees, agents, contractors or subcontractors, or to pay the cost of such reconstruction, maintenance or repair, then Grantor shall be entitled to all other remedies available to it at law or in equity. In addition, Grantor shall have the right, but not the obligation, to perform such reconstruction, maintenance or repair and Grantee shall be liable to reimburse Grantor for any and all reasonable out of pocket costs and expenses in connection with such activities after notice to Grantee specifying such damage and providing Grantee with ten (10) days to cure such damage. Notwithstanding the above,

Grantor shall not perform any such reconstruction, maintenance or repair (unless an emergency exists) if such respective damage cannot be cured within a respective ten (10) day period and Grantee has commenced same within such ten (10) day period and diligently continues same to completion within a reasonable time. Grantee agrees that prior to performing its construction activities, it will coordinate with the appropriate utility authorities for location and stub-out of existing utility facilities. In the event Grantee causes damage to the Project or any portion thereof and fails to cure such damage within the cure period set forth above, Grantee shall immediately reimburse Grantor for any reasonable costs incurred by Grantor in curing such damage without Grantor waiving its other rights and remedies available against Grantee as may otherwise be available at law or in equity with respect to such damage.

5. Grantee specifically agrees that Grantor may make changes with respect to the plan of development for the Project located outside the Property which modifications may include changes in zoning, platting or use of any portion of the Project, the addition of additional properties to the Project, and the increase or decrease of the total number of residences or square footage of non-residential development at the Project so long as any such modifications do not prevent or adversely impact in any material respect the development of the Property or the Proposed Use.
6. Grantor may be entitled to certain impact fee credits for transportation impact fees, right-of-way impact fees, school impact fees, park impact fees, waste water impact fees, fire service impact fees and/or other impact fees or similar extractions by applicable governmental authority (collectively "Impact Fee Credits"). Grantor may also in certain areas be entitled to credits against utility fees and/or hook up charges otherwise required to be paid to applicable utility authorities ("Utility Credits"). If and to the extent that Grantee is required to pay impact fees, utility connection fees or other fees or extractions to applicable governmental or quasi-governmental authorities (unaffiliated with Grantor) to which Grantor has Impact Fee Credits or Utility Credits for such obligations (as recognized by such governmental or utility authority, as applicable), Grantee shall, at such time as Grantee is required to make such payment to the governmental or quasi-governmental authority, purchase from Grantor such impact fee, utility fee or other credit in an amount equal to that which Grantee would otherwise have been required to pay to the applicable governmental or quasi-governmental authority to the extent that Grantee receives the full benefit of such credit from the applicable authority. It is the intent of the parties that if Grantor has any Impact Fee Credits or Utility Credits available, then Grantee shall be obligated to purchase and use such Impact Fee Credits or Utility Credits that Grantor has for which Grantor shall be compensated as set forth herein (rather than using or transferring any other impact fees or impact fee credits or utility fees or utility fee credits available to Grantee) so that Grantor's Impact Fee Credits or Utility Credits will be used up as quickly as possible to alleviate the risk of Grantor being left with Impact Fee Credits or Utility Credits that cannot be used in connection with development of the Project. It is the intent of the parties that by Grantee paying Grantor for such Impact Fee Credits or Utility Credits, Grantee shall not be required to pay double for such amounts and that upon paying Grantor for such amounts, Grantee shall not be obligated to pay applicable governmental authorities for the rights which are purchased from Grantor. The payment for the Impact Fee Credit and/or Utility Credit shall only be applicable to the

extent that such governmental entity requires such payment of impact fees or utility payments as contemplated above and to the extent the Grantee is entitled to either credits or waivers of such payments, then Grantee would not be liable to Grantor to the extent of such credit or waiver. However, in no event shall the Grantee be required to reimburse Grantor for any St. Lucie County road impact fees.

7. The grading of the Property will be the responsibility of Grantee and Grantee will grade the Property as it develops same to meet the requirements of the drainage plan and system for the Property and to meet the tie-in requirements for the overall Project drainage system applicable to the Property. Grantee will maintain, prepare and replace all filters so as to provide filtration to prevent sedimentation in catch basins, man holes and drainage lines during construction by Grantee of improvements on the Property and it shall be Grantee's obligation to remove any sedimentation in the catch basins, man holes or drainage lines caused by or through Grantee. Grantor reserves the right after ten (10) days written notice to Grantee (or without notice in the case of emergency) to enter onto any portion of the Property to install such filters, remove any sedimentation or correct any grading deficiency at the cost and expense of Grantee and Grantee shall promptly reimburse Grantor for any and all reasonable costs and expenses incurred.
8. Grantee acknowledges that Grantor, or at Grantor's option, the Association shall have the exclusive right to franchise, establish or enter into a contract for providing cable, gas, internet, telephone and other telecommunication services (or any portion of such services) to all or any part of the Project upon terms and conditions as Grantor (or the Association, as applicable) may deem appropriate, provided that such service is competitive with that otherwise available in the marketplace generally, recognizing that such service may not be the lowest rate charged, but will be competitive with the pricing for similar services in the Treasure Coast area; provided, however, that the Grantee shall be entitled to operate a satellite dish(es) and other telecommunication systems such as microwave systems, internal systems, VA, FHA and other governmental systems upon the Property; provided that such satellite dish(es), antennae and other equipment and/or systems are properly screened based upon plans for such satellite dish, antenna and other equipment and/or systems and related screening with respect thereto which are approved in writing by the Grantor. Grantee agrees to comply with the terms of any agreement between Grantor (or the Association) and any provider of service and Grantee agrees to execute any documents and grant any easements in connection with such systems or services requested by Grantor or the Association or the provider of any of such service as may be reasonably necessary to install, construct or maintain any of the respective systems. Additionally, Grantee shall fully cooperate with the provider of such services with respect to the installation of any wiring, equipment or other apparatus or device required by said provider to be placed on the Property and the improvements thereon.
9. Grantee agrees to provide an irrigation system of one hundred percent (100%) coverage of all landscaped or sodded area for the Property.
11. Grantor reserves the right of access and entry at any time upon and over the Property in order to inspect the Property and any improvements thereon; provided, however, that the utilization

of this right shall not unreasonably interfere with the development or use of such Property and shall be upon reasonable notice to Grantee and in a manner not to violate applicable law, and Grantor must be accompanied by Grantee's representative if they are available. In addition to Grantor's rights hereunder, Grantor and the Association shall have additional access rights pursuant to the Declaration.

SCHEDULE 1



ENGINEERS • PLANNERS • SURVEYORS
 590 NW Peacock Blvd, Suite 9, Port St. Lucie, FL 34986
 (772) 878-1700 • fax: (772) 878-1802 • Web: www.lnw-inc.com
West Palm Beach • Port St. Lucie • Orlando • Vero Beach
 ED 7017 / LB 7069

DESCRIPTION TO ACCOMPANY SKETCH

DESCRIPTION: MARTIN MEMORIAL 6.00 ACRE RESTRICTION

BEING A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE EASTERLY 6.00 ACRES OF THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF TRADITION PARKWAY (TRACT R-3) WITH THE EAST LINE OF SAID TRADITION PARKWAY AS SHOWN ON THE PLAT OF TRADITION PLAT NO. 6, RECORDED IN PLAT BOOK 42, PAGES 5, 5A THRU 5F, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°01'45" WEST ALONG SAID EAST LINE OF TRADITION PARKWAY AS A BASIS OF BEARINGS, A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT R-3; THENCE SOUTH 89°57'05" WEST ALONG THE SOUTH LINE OF SAID TRACT R-3, A DISTANCE OF 372.13 FEET TO THE NORTHEAST CORNER OF A SPECIAL WARRANTY DEED, RECORDED IN OFFICIAL RECORD BOOK 2418, PAGE 267, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA;

THENCE TRAVERSING THE EASTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED BY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 00°00'00" EAST, A DISTANCE OF 356.03 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1507.00 FEET;
2. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 32°26'11", AN ARC DISTANCE OF 853.15 FEET TO THE POINT OF BEGINNING. SAID POINT ALSO BEING A POINT OF NON RADIAL INTERSECTION WITH A LINE (THE RADIUS POINT OF SAID CURVE BEARS NORTH 57°33'49" EAST FROM THIS POINT);

THENCE NORTH 14°13'38" EAST ALONG SAID LINE AND DEPARTING THE EASTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED, A DISTANCE OF 34.61 FEET; THENCE NORTH 60°24'56" EAST, A DISTANCE OF 259.17 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 350.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 26°25'23", AN ARC DISTANCE OF 161.41 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 28°25'23", AN ARC DISTANCE OF 207.53 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 60°24'56" EAST ALONG SAID LINE, A DISTANCE OF 402.36 FEET; THENCE SOUTH 29°35'04" EAST, A DISTANCE OF 1016.42 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 963.00 FEET (THE RADIUS POINT OF WHICH BEARS NORTH 31°24'18" WEST FROM THIS POINT); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 3°56'18", AN ARC DISTANCE OF 66.19 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 62°32'00" WEST ALONG SAID LINE, A DISTANCE OF 106.37 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 287.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 3°08'40", AN ARC DISTANCE OF 15.75 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A LINE (THE RADIUS POINT OF SAID CURVE BEARS SOUTH 30°36'40" EAST FROM THIS POINT); THENCE SOUTH 60°57'40" WEST, A DISTANCE OF 782.34 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED AND A POINT OF RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 4075.00 FEET;

THENCE TRAVERSING THE EASTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED BY THE FOLLOWING THREE (3) COURSES:

1. NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 7°39'03", AN ARC DISTANCE OF 544.15 FEET TO A POINT OF TANGENCY WITH A LINE;
2. NORTH 36°41'23" WEST ALONG SAID LINE, A DISTANCE OF 243.75 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1507.00 FEET;
3. NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 4°15'12", AN ARC DISTANCE OF 111.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 22.342 ACRES, MORE OR LESS.

NOTE:

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property or monuments set in connection with the preparation of the information shown hereon.

NOTE:

Lands shown hereon were not abstracted for right-of-way and/or easements of record.

SEE SHEET 2 OF 2 FOR SKETCH

MICHAEL T. KOLODZIEJCZYK
 PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION NO. 3864

DATE OF SIGNATURE

REVISED: 8/20/07

SHEET 1 OF 2

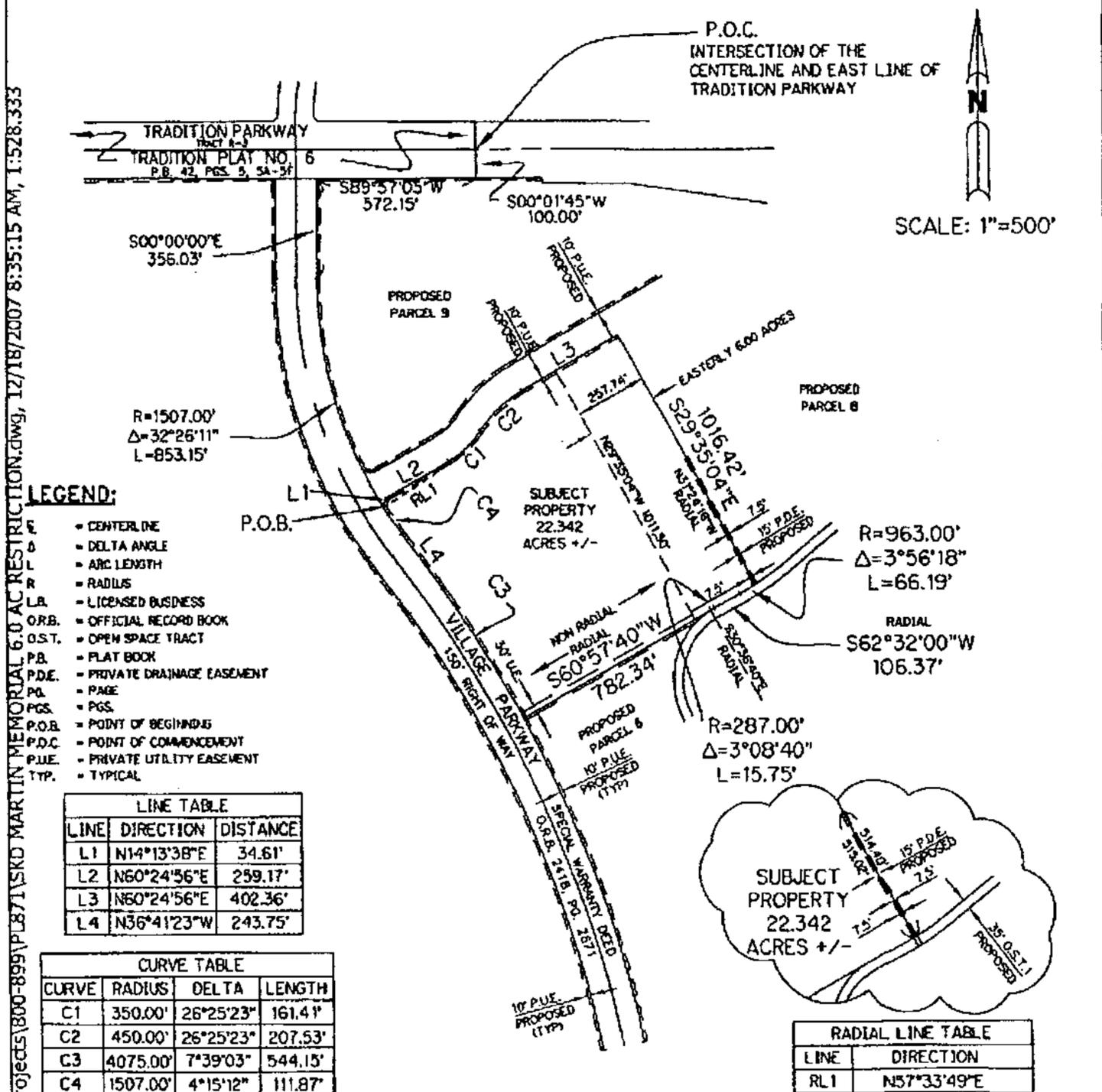
JOB NO. B871	DRAWN: BKH	CHECKED: MTK	DESIGN: ARCADIS	DATE: 12-19-06
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P:\800-899\PL871\SKD MARTIN MEMORIAL 6.0 AC RESTRICTION.dwg 12/20/2006 12:57:59 PM EST



ENGINEERS • PLANNERS • SURVEYORS
 580 NW Peacock Blvd, Suite 9, Port St. Lucie, FL 34986
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 West Palm Beach • Port St. Lucie • Orlando • Vero Beach
 EB 7917 / LB 7062

SKETCH TO ACCOMPANY DESCRIPTION



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LEGEND:

- CENTERLINE
- DELTA ANGLE
- ARC LENGTH
- RADIUS
- LICENSED BUSINESS
- OFFICIAL RECORD BOOK
- OPEN SPACE TRACT
- PLAT BOOK
- PRIVATE DRAINAGE EASEMENT
- PAGE
- PGS
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- PRIVATE UTILITY EASEMENT
- TYPICAL

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N14°13'38"E	34.61'
L2	N60°24'56"E	259.17'
L3	N60°24'56"E	402.36'
L4	N36°41'23"W	243.75'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	350.00'	26°25'23"	161.41'
C2	450.00'	26°25'23"	207.53'
C3	4075.00'	7°39'03"	544.15'
C4	1507.00'	4°15'12"	111.87'

RADIAL LINE TABLE	
LINE	DIRECTION
RL1	N57°33'49"E

SEE SHEET 1 OF 2 FOR SKETCH
 REVISED: 8/20/07
 SHEET 2 OF 2

JOB NO. 8871	DRAWN: BKH	CHECKED: MTK	DESIGN: ARCADIS	DATE: 12-19-06
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SCHEDULE 2

Parcel 7, SOUTHERN GROVE PLAT NO. 4, according to the plat thereof, as recorded in Plat Book 56, Pages 18 through 23, of the Public Records of St. Lucie County, Florida LESS AND EXCEPT THE PROPERTY DESCRIBED IN SCHEDULE 1 ATTACHED HERETO.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Mann RC, LLC
25141 Rye Canyon Loop
Santa Clarita, California 91355
Attn: John DelRusso

Space Above Line for Processing Data

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

This First Amendment to Declaration of Restrictions (the "**Amendment**") is made as of March 12, 2009 by MANN RC, LLC, a Florida limited liability company ("**Mann**"), Martin Memorial Acquisition, LLC, a Florida limited liability company ("**Martin**"), Horizons St. Lucie Development, LLC, a Florida limited liability company ("**Horizons**"), Horizons Acquisition 5, LLC, a Florida limited liability company ("**Acquisition**"), and Tradition Development Company, LLC, a Florida limited liability company ("**Tradition**") with reference to the following facts:

RECITALS

A. Mann is the owner of certain real property located in the City of Port St. Lucie, Florida, as more particularly described on Exhibit "A" attached hereto (the "**Mann Property**").

B. Martin is the owner of certain real property located in the City of Port St. Lucie, Florida, as more particularly described on Exhibit "B" attached hereto (the "**Martin Property**").

C. Horizons, Acquisition and Tradition entered into that certain Declaration of Restrictions dated December 27, 2006 and recorded in the official records of Saint Lucie County, Florida on December 29, 2006 in Book 2729, Pages 2344-2367 as File Number 2983751 (the "**Declaration**"), to which reference is made for capitalized terms used herein but not otherwise defined herein.

D. Horizons, Acquisition, Tradition, Mann and Martin now deem it necessary and appropriate to amend those certain restrictions set forth in the Declaration.

NOW THEREFORE, in consideration of the covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Paragraph 3 of the Declaration shall be amended as follows:

(a) Notwithstanding the provisions set forth in Paragraph 3 of the Declaration to the contrary, the Adjacent Land Restriction is hereby modified to permit the medical office building referenced therein to consist of approximately 100,000 square feet, but, in any event, not less than 95,000 square feet that will be comprised of one or more buildings which may straddle both the Adjacent Land and other portions of the Mann Property; provided, however, at least fifty percent (50%) of such approximately 100,000 square foot medical office building(s) shall be located on the Adjacent Land.

(b) The reference to "among office uses" on the fifth line of Paragraph 3 of the Declaration is hereby replaced with "among permitted uses".

2. Paragraph 5 shall be amended to add the following:

As to Mann: Mann RC, LLC
 10490 SW Village Center Drive
 Port St. Lucie, FL 34987
 Attn: John DelRusso

3. Except as expressly set forth in this Amendment, the Declaration is not further amended, modified or revised. All such terms and conditions of the Declaration shall remain in full force and effect and the parties hereto ratify and reaffirm each and every term and provision of the Declaration except as amended hereby. Any further modification of the Declaration may be accomplished by a written instrument executed only by Mann and Martin or their respective successors or assigns.

4. This Amendment may be executed in any number of counterparts, all of which shall constitute on and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

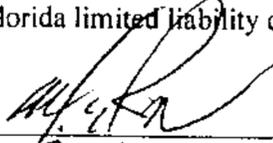
IN WITNESS WHEREOF the parties hereto have executed and acknowledged this Amendment as of the date and year first above written.

MANN RC, LLC,
a Florida limited liability company

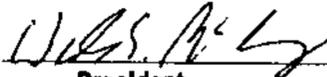
By: Mann Research Center, LLC,
a Delaware limited liability company
sole manager

By: 
Print Name: John DelRusso
Its: Manager

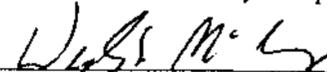
MARTIN MEMORIAL ACQUISITION, LLC,
A Florida limited liability company

By: 
It's: President
Name: Mark E. Robitaille

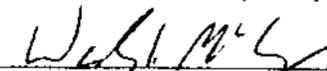
HORIZONS ST. LUCIE DEVELOPMENT, LLC,
a Florida limited liability company

By: 
It's: President
Name: Wesley S. McCurry

TRADITION DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

By: 
It's: President
Name: Wesley S. McCurry

HORIZONS ACQUISITION 5, LLC,
a Florida limited liability company

By: 
It's: President
Name: Wesley S. McCurry

ACKNOWLEDGMENT

FLORIDA
STATE OF ~~CALIFORNIA~~)
COUNTY OF St. Lucie)

On August 25, 2009, before me, Mary Christine Moore,
(here insert name and title of the officer)

a Notary Public, personally appeared Wesley S. McCurry
~~Horizon St. Lucie Development, LLC, a Florida limited liability company~~
~~Tradition Development Company LLC, a Florida limited liability company~~
as President of Horizons Acquisition 5, LLC, a Florida limited liability company who

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary Christine Moore
Mary Christine Moore



(SEAL)

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Martin)

On August 12, 2009, before me, Dana A. Nilson,
(here insert name and title of the officer)

a Notary Public, personally appeared Mark E. Robitaille, CEO,
as CEO of Martin Memorial Acquisition, LLC a Florida Limited Liability Company

who is personally known to me or who has produced (type of
identification) as identification and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(SEAL)



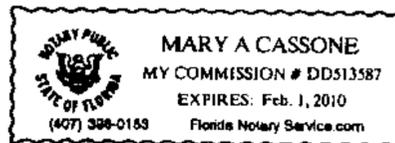
ACKNOWLEDGMENT

STATE OF FLORIDA)
)
COUNTY OF ST. LUCIE)

On AUGUST 31, 2009, before me, MARY A. CASSONE,
(here insert name and title of the officer)
a Notary Public, personally appeared John DeLusso,
as MANAGER of Mann Research Center, LLC a ^{DELAWARE} ~~Florida~~ Limited Liability Company
who is personally known to me or who has produced (type of
identification) as identification and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Mary A. Cassone

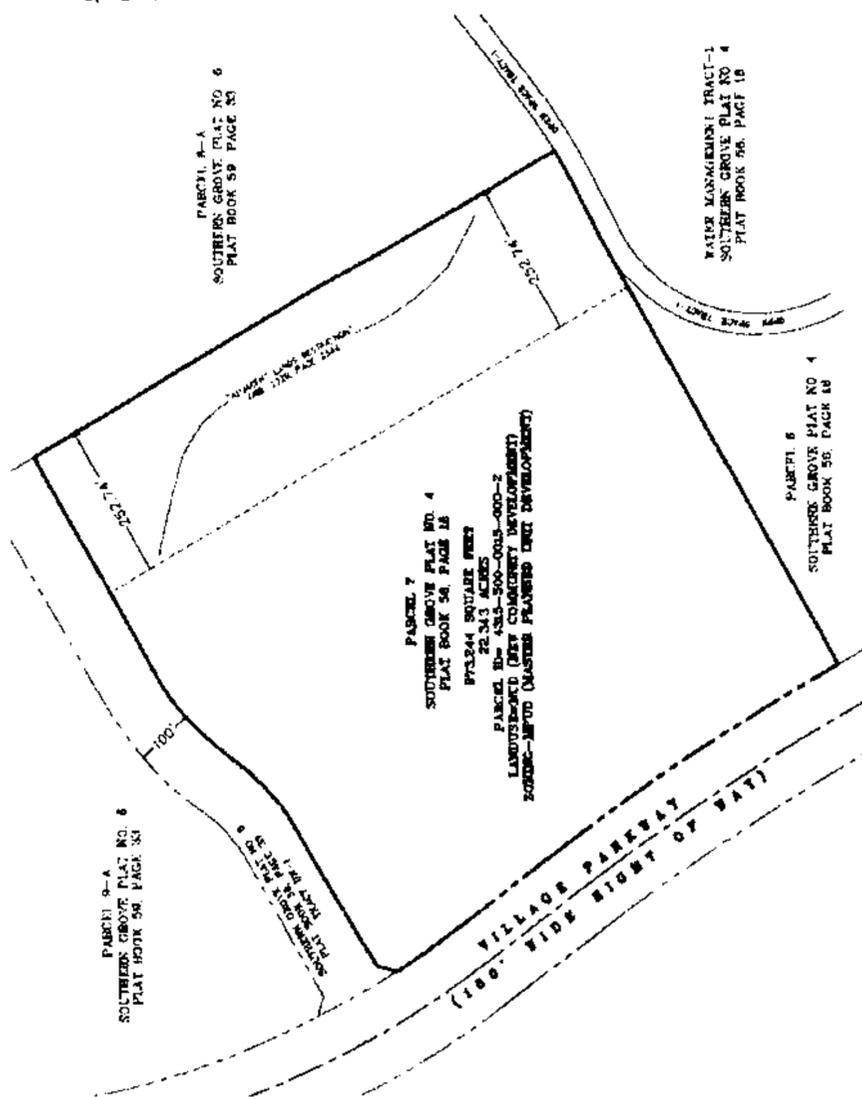


(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 7 SOUTHERN GROVE PLAT NO. 4 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 58, PAGE 18 PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA



PARCEL 5-A
SOUTHERN GROVE PLAT NO. 6
PLAT BOOK 58, PAGE 18

PARCEL 6
SOUTHERN GROVE PLAT NO. 4
PLAT BOOK 58, PAGE 18

PARCEL 7
SOUTHERN GROVE PLAT NO. 4
PLAT BOOK 58, PAGE 18
PT 32844 SQUARE FEET
22.343 ACRES
PARCEL ID: 4383-500-0003-000-2
LANDUSE: RFD (RFD COMMUNITY DEVELOPMENT)
ZONING: RFD (MASTERS PLANNED UNIT DEVELOPMENT)

WATER MANAGEMENT TRACT-1
SOUTHERN GROVE PLAT NO. 4
PLAT BOOK 56, PAGE 18

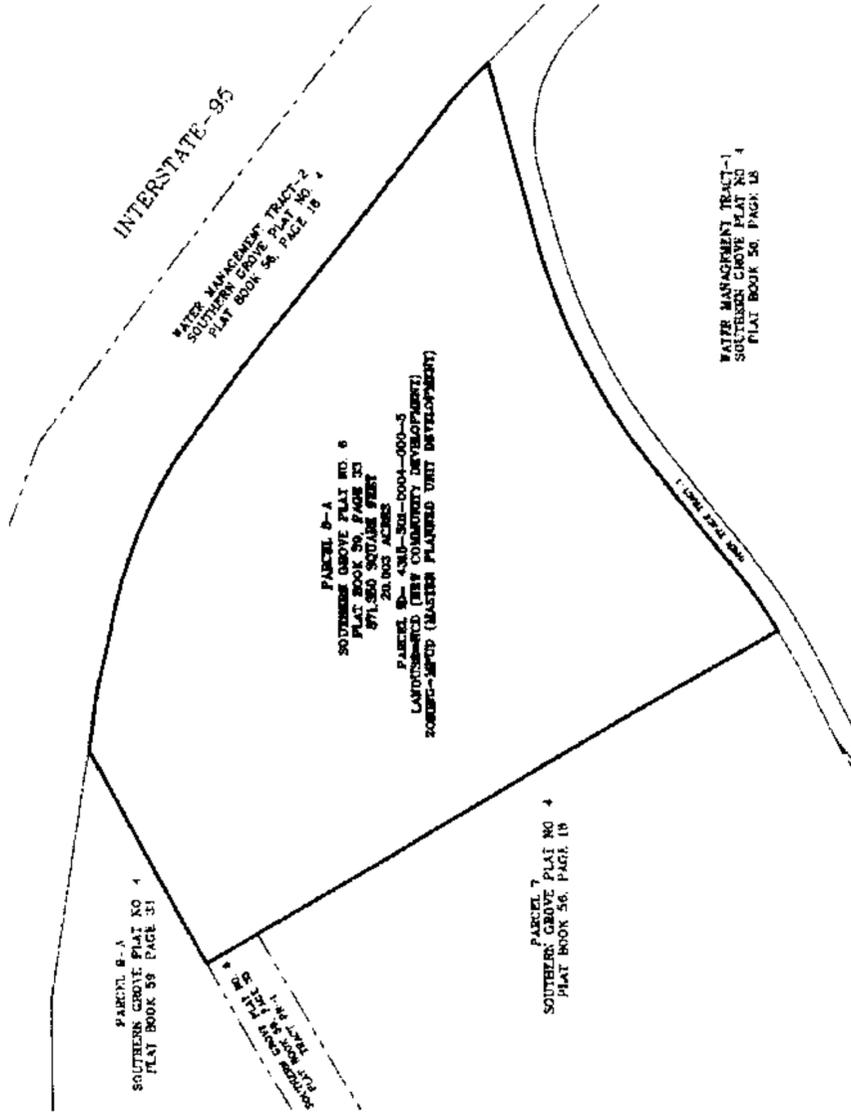
PARCEL 6
SOUTHERN GROVE PLAT NO. 4
PLAT BOOK 58, PAGE 18

VILLAGE PARKWAY
(180' WIDE RIGHT OF WAY)

EXHIBIT B

LEGAL DESCRIPTION

PARCEL 5-A SOUTHERN GROVE PLAT NO. 6 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 58 PAGE 33 PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA





**MANN
RESEARCH
CENTER, LLC**

July 18, 2012

RE: Owner Authorization

To Whom It May Concern:

Please let this letter serve as authorization for Creech Engineers, Inc. to act as authorized agents for Mann Research Center, LLC concerning all permitting applications and issues for our property improvement project located at 10000 SW Village Parkway which is Parcel 7 of Sothern Grove Plat No. 4.

Sincerely,

Andrew Favata
Signature

ANDREW FAVATA
Printed Name

Owner
Title

STATE OF FLORIDA

COUNTY OF ST. Lucie

Sworn to and subscribed before me this 18th day of July, 2012, by who is the owner of property located at 10000 SW Village Parkway. He is personally known to me or who has produced _____ as identification.

Mary A. Cassone
Signature

MARY A. CASSONE
Printed Name

Notary Public State of FLORIDA

My Commission Expires 2/1/2014





PUBLIC ART REQUIREMENT CHECKLIST

January 4, 2011

Project Name: Tradition Center for Innovation Monument

Project Number: P12 - 091 **New Submittal:** **Re-submittal:** (check one)

Applicant is required to submit the public art requirement package to the Planning & Zoning Department with the site plan package. The package will be distributed to the Public Art Advisory Board (PAAB) and scheduled for their next meeting. PAAB meetings are the 2nd (second) Tuesday of every month and the applicant is strongly encouraged to attend. If any items are incomplete or missing, it may delay review of the application by the PAAB. Other drawings or information may be required, if deemed necessary, upon review by the PAAB. The Public Art Requirement approval must be obtained prior to the site plan being scheduled for City Council.

Description of Item to be provided: (Twelve copies of all items collated into sets)

	Completed Public Art Requirement Checklist: One original, completed and signed by applicant.
	Copy of Site Plan Application and Proposed Site Plan
	Cover Letter: Describe to the PAAB your proposal to meet the Public Art Requirements. Please be as descriptive as possible.
	Written Response to Comments: For resubmittals only.
95k	Calculation of Public Art Requirement Value: Applicant must provide cost estimate for proposed improvements which include building, site improvements such as paving, drainage and parking (civil), landscape, and site lighting. Complete Public Art Requirement Value Calculation section of this application and attach supportive cost estimates from licensed professionals within each discipline.
1	Proposed Public Art Requirement Method: Identify which method you are choosing to meet the requirement by placing the number in the box to the left. 1. Artwork On Site 2. Art Donated to the City of Port St. Lucie 3. Payment of Fee in Lieu of Artwork On Site
<input checked="" type="checkbox"/>	Public Art Requirement Proposal: Submit the appropriate supportive information to clearly communicate the proposal and to assist the PAAB in evaluation of the proposed Public Art. ART ON SITE: Complete "Artwork Proposal and Specifications" Section of Application. ENHANCED ARCHITECTURE: Provide proposed elevations clearly showing enhanced elements above minimum architectural requirements. ENHANCED LANDSCAPE: Provide proposed plan and elevation views clearly showing 'enhanced elements' above minimum landscape requirements. Applicant must clearly demonstrate a unique and identifiable element or space which is definable apart from the minimum landscape or site design requirements.

CALCULATION OF PUBLIC ART REQUIREMENT VALUE:

Building Costs (Vertical construction estimate)	\$0.00
Civil Costs (Paving, Drainage, Parking)	\$0.00
Landscape Costs	\$0.00
Site Lighting Costs	\$0.00
TOTAL ESTIMATED COSTS:	\$0.00
Public Art Requirement Value: (1% of Total Estimated Costs)	\$0.00

(Maximum Public Art Requirement Value is \$50,000.00.)

Value of artwork is \$50,000 not including site improvements. This exceeds the maximum.

ARTWORK PROPOSAL AND SPECIFICATIONS:

1. Artwork & Artist Information:

Artwork Title: TCI Monument

Artwork Site: Mann Research Center (entry)

Artwork Material: Aluminum & composite materials on a concrete pediment (illuminated)

Artwork Dimensions: 18 feet tall x 32 feet long x 8 feet deep

Artist Name: John Cash

Address: 120801 Commodity Place

City, State Zip: Tampa, Florida 33626

Telephone: 800-804-4809

Website: www.creativesigndesigns.com

2. Artwork Description: Fabricated representation of an atom with edge, electron, and nucleus illumination

Fabricated aluminum cabinet w/ "push-through" illuminated copy & symbols. Reverse illuminated letters on base

3. Siting: To be located in the NW corner of Southern Grove Plat 4, Parcel 7. Refer to attached site plan.

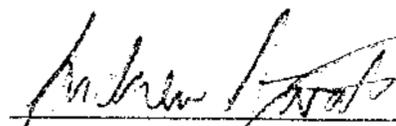
4. Materials with Specifications: Aluminum fabrication with internal reinforcement - translucent materials with internal illumination. Illumination by LED on all components.

5. Fabrication and Installation Procedures: Fabricated in three sections, assembled in shop, disassembled for transport and reassembled on site

6. Yearly Maintenance and Conservation Plan: Minimal maintenance annual wash and was as required. LED illumination provides long term energy savings and reliability

7. Examples of artist's work or related pieces: See attachments

I acknowledge (as applicant/owners representative) that The Public Art Requirement approval must be obtained prior to the site plan being scheduled for City Council. I have provided all required checklist items and the estimates used to calculate the Public Art Requirement Value are accurate to the best of my knowledge.


Applicant's Signature

Andrew Favata

Printed Applicant Name:

August 13, 2012

Date:

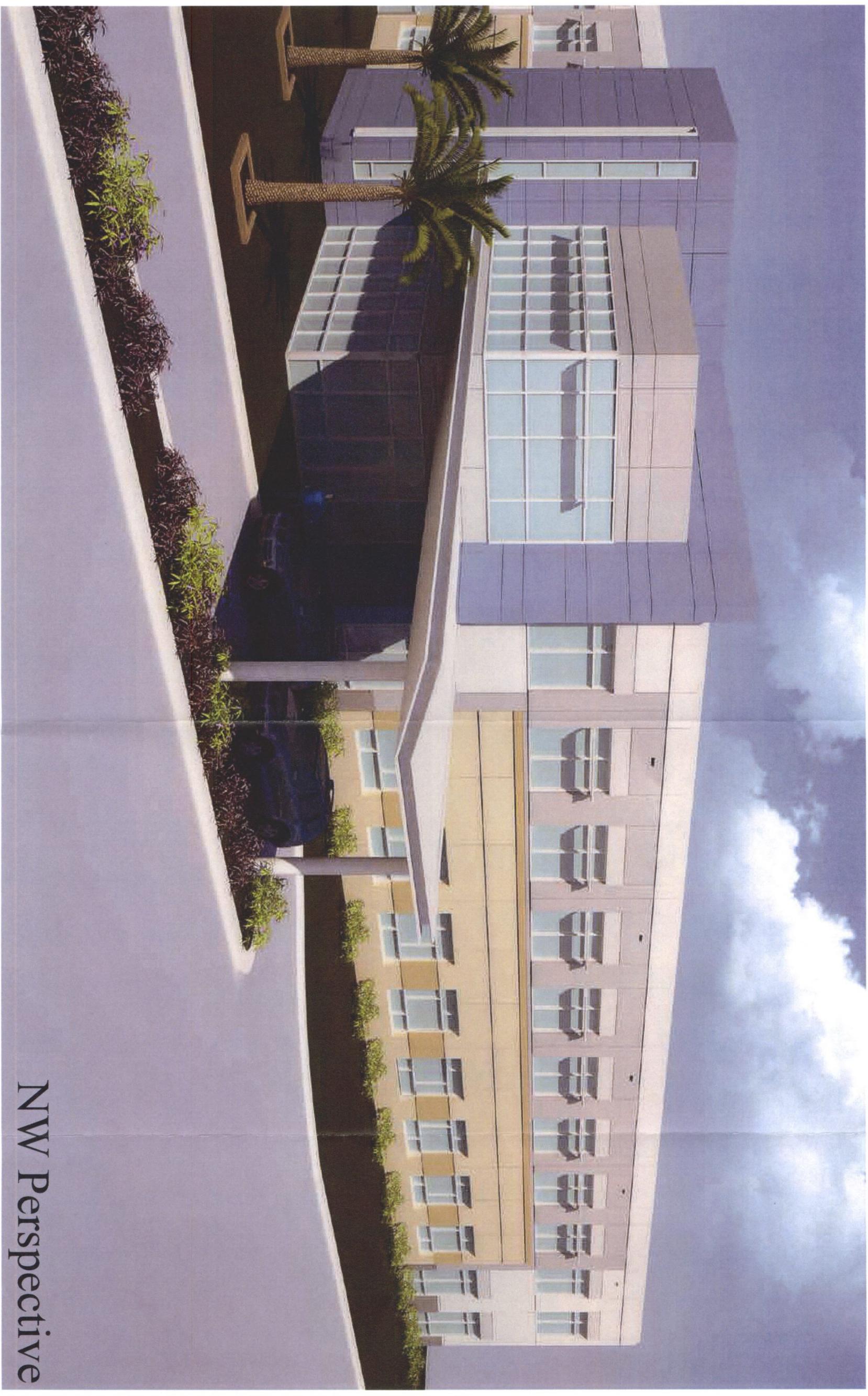


MANN RESEARCH CENTER
TORREY PINES INSTITUTE
TRADITION MEDICAL CENTER
VGTI FLORIDA



**TRADITION CENTER FOR
INNOVATION**





NW Perspective

Mann

July 6, 2012

110228.00

Baker
Barrios
Architects



INNOVATION WAY

VILLAGE PARKWAY

TRADITION PARKWAY

EXIT 121



TORREY PINES INSTITUTE FOR MOLECULAR STUDIES

LEGEND

- MANN MEDICAL 150,000 SF
- RESEARCH AND DEVELOPMENT (R&D) 250,000 SF
- RETAIL 10,000 SF



Graphic Scale
0 35 70 140

CREECH ENGINEERS, INC.
SUSTAINMENT ENGINEERS



MANN RESEARCH CENTER, LLC

MANN RESEARCH CENTER, LLC
MASTER SITE PLAN



MANN MEDICAL THREE
 2 STORY
 40,000 SF
 200 PARKING SPACES

MANN MEDICAL TWO
 2 STORY
 40,000 SF
 200 PARKING SPACES

MANN MEDICAL ONE
 2 STORY
 MEDICAL OFFICE
 44,473 SF (G.S.F.)
 197 PARKING SPACES

TRADITION MEDICAL CENTER
 Martin Health System
 (UNDER CONSTRUCTION)

MANN RESEARCH CENTER, LLC

**MEDICAL OFFICE
 SITE PLAN**

