

ORDINANCE 12-49

COUNCIL ITEM 10A
DATE 9/24/12

Presented to:
City of Port St Lucie
121 SW Port St Lucie Boulevard
Port St Lucie, Florida 34984

FPL



**APPLICATIONS FOR
VOLUNTARY ANNEXATION with/AGREEMENT
(PSL project number p12-102)**

**COMPREHENSIVE PLAN AMENDMENT
(SMALL AREA)
(PSL project number p12-103)**

**CHANGE IN ZONING
(SMALL AREA)
(PSL project number p12-104)**

For

**FLORIDA POWER & LIGHT
TREASURE SUBSTATION**

For

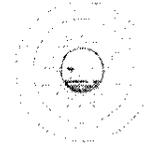
Florida Power & Light, Co.
PO Box 14000
Juno Beach, FL 33408

Prepared by:
Culpepper & Terpening, Inc.
2980 South 25th Street
Ft. Pierce, Florida 34982
(772) 464-3537

July 31, 2012
(Revised August 21, 2012)



Presented to:
City of Port St Lucie
121 SW Port St Lucie Boulevard
Port St Lucie, Florida 34984



APPLICATIONS FOR
VOLUNTARY ANNEXATION with/AGREEMENT
(PSL project number p12-102)
COMPREHENSIVE PLAN AMENDMENT
(SMALL AREA)
(PSL project number p12-103)
CHANGE IN ZONING
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For

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Florida Power & Light, Co.
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Prepared by:
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2980 South 25th Street
Ft. Pierce, Florida 34982
(772) 464-3537

July 31, 2012
(Revised August 21, 2012)

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS LAND SURVEYORS

CT File No.: 12-121
Writers E-mail: pferland@ct-eng.com

July 31, 2012

Mr. Daniel Holbrook, AICP
Director of Planning and Zoning
City of Port St. Lucie
121 S.E. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Subject: Florida Power & Light/ Treasure Substation – Glades Cut-Off Road
Submission of annexation/ land use and zoning applications

Dear Mr. Holbrook:

On behalf of our Clients, Florida Power & Light Company, Culpepper & Terpening is pleased to submit to you the following:

- 1.) Application for Voluntary Annexation of a 50-acre tract (mol) located on the west side of Glades Cut-Off Road, at the entry road into the City of Port St. Lucie Glades Road WWTP facility, with the required filing fee of \$ 4,470 (Planning Department review fee only. Other required review fees are addressed below).
- 2.) An Annexation Agreement, addressing the Voluntary Annexation of a 50-acre tract (mol) located on the west side of Glades Cut-Off Road, at the entry road into the City of Port St. Lucie Glades Road WWTP facility, with the required filing fee of \$ 1,710 (Planning Department review fee only. Other required review fees are addressed below).
- 3.) An application for Small Area Future Land Use Map Amendment for a 9.997-acre parcel of land located on the west side of Glades Cut-Off Road, at the entry road into the City of Port St. Lucie Glades Road WWTP facility, with the required filing fee of \$ 5,645 (Planning Department review fee only. Other required review fees are addressed below).
- 4.) An application for Change In Zoning for a 9.997 acre parcel of land located on the west side of Glades Cut-Off Road, at the entry road into the City of Port St. Lucie Glades Road WWTP facility, with the required filing fee of \$ 3,800 (Planning Department review fee only. Other required review fees are addressed below).

All of the Annexation Property is presently under contract for purchase by FPL. The current property owner of record, Ms. Reba Cooper, has provided the notarized letter of authorization acknowledging the submission of these applications. Upon the successful completion of each of the above process, FPL intends to complete the acquisition of this property.

The current St. Lucie County Future Land Use designation on the petition property is AG-2.5 (Agriculture, .4 du/ac). The current St. Lucie County zoning designation on the petition property is AG-2.5 (Agriculture, .4 du/ac). Concurrent with the attached petition for Annexation, we are submitting applications to the City of Port St. Lucie for a change in Future Land Use and Zoning to the (U) Utilities Future Land Use and Zoning Districts for a portion of the Annexation Property. The remainder of the property will retain its St. Lucie County Future Land Use and Zoning designations until a specific use is determined for this area.

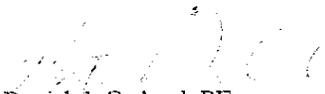
Upon the completion of the Annexation process, FPL intends to obtain approval from the City for a two (2)-lot subdivision of the Annexation Property. FPL intends to construct a regional utility substation on 10 acres of the Annexation Property, with the remaining 40 acres (mol) of the Annexation Property to retain its present agricultural use.

Attached, you will find a break down of the various review fees that we have computed as being required for the processing of these applications, based on the City's most recently published fee schedules.

As you, your staff and other City Departments review these materials, if you have any questions about this material, please do not hesitate to let me know.

CULPEPPER & TERPENING, INC

Sincerely



Patrick J. Ferland, PE
Principal Engineer

PJF/

Attachments

Annexation Application - with orig signatures
Annexation Application
Land Use Application - with orig signatures
Zoning Application - with orig signatures
cc. w/attn: Jack McNeal

WARNING: Original document has a reflective watermark on reverse side. Hold at an angle to view.

64-1278
611

FLORIDA POWER & LIGHT COMPANY
700 Universe Boulevard
Juno Beach, FL 33408

Check Date: **07/27/2012**

Check No. **5000106043**

BANK OF AMERICA, NA

ONE THOUSAND SEVEN HUNDRED TEN DOLLARS

\$1,710.00

Void after 180 days

PAY TO THE
ORDER OF

CITY OF PORT ST LUCIE FL
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984

FLORIDA POWER & LIGHT CO

Paul Cutler

⑈5000106043⑈ ⑆061112788⑆ 3299977761⑈

FLORIDA POWER & LIGHT CO
Vendor Name: CITY OF PORT ST LUCIE FL

Check Date : 07/27/2012
Check Number: 5000106043

Invoice Number	Invoice Date	Document Header Text	Gross Amount	Discount	Net Amount
07/26/2012 5	07/26/2012	Treasure Substation Annexation Planning & Zoning Agreement Review Fee	1,710.00	0.00	1,710.00
		Check Total.....			\$1,710.00

1.) **proposed fee schedule - annexation agreement**

area	50	acres	rate	fee duc	planning	engineering engineering	engineering survey	utilities	fire dept
planning dept review fee									
base fee			1,710.00	1,710.00					
per acre fee			0.00	0.00					
required concurrent review fee			0.00	0.00	1,710.00				
engineering dept review fee									
base fee			260.00	260.00					
per acre fee			2.60	130.00					
required concurrent review fee			0.00	0.00	390.00				
survey dept review fee									
base fee			175.00	175.00					
per acre fee			1.75	87.50					
required concurrent review fee			0.00	0.00		262.50			
PSL utility review fee									
base fee			268.00	268.00					
per acre fee			0.00	0.00					
required concurrent review fee			0.00	0.00			268.00		
SLC FD review fee									
base fee			0.00	0.00					
per acre fee			0.00	0.00					
required concurrent review fee			0.00	0.00					0.00
					1,710.00	390.00	262.50	268.00	0.00

APPLICATION FOR ANNEXATION

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

FOR OFFICE USE ONLY

Planning Dept _____
 Fee (nonrefundable) _____
 Receipt # _____

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

PRIMARY CONTACT EMAIL ADDRESS: pferland@ct-eng.com

PROPERTY OWNER

Name: Florida Power & Light Company
 Address: P.O. Box 14000
Juno Beach, Florida 33408-0420
 Telephone No.: 561-904-3632 FAX No.: 561-904-3710

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON.

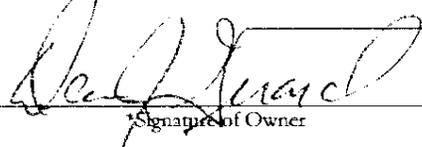
Name: Florida Power & Light Company attn: Jack McNeal
 Address: P.O. Box 14000 - Dept 154-JW
Juno Beach, Florida 33408-0420
 Telephone No.: 561-904-3632 FAX No.: 561-904-3410

AGENT OF OWNER (if any)

Name: Culpepper & Terpening, Inc. (attn: P Ferland)
 Address: 2980 South 25th Street
Ft. Pierce, Florida 34981
 Telephone No.: 772-464-3537 FAX No.: 772-464-9497

PROPERTY INFORMATION:

Boundary Description	See attached		
Property Tax ID Number(s)	<u>3321-112-0000-000/9</u>	<u>3321-112-0000-000/9</u>	<u>3321-112-0000-000/9</u>
Current County Land Use(s)	<u>AG-25</u>	Proposed Land Use(s)	<u>See attached</u>
Current County Zoning(s)	<u>AG-25</u>	Acres of Property	<u>49.324</u>
Describe Proposed Use of The Land	See attached		

 Signature of Owner
Dean J. Girard Hand Print Name
7/24/12 Date

*All owners must sign a petition/s for annexation. Corporation signatures must be accompanied with an approved resolution authorizing the individual to sign such applications.

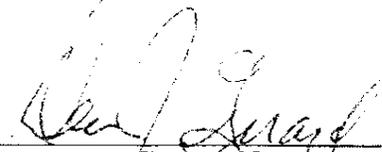
NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public 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.

APPLICATION FOR ANNEXATION INTO THE CITY SUMMARY INFORMATION

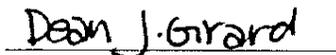
ADDRESS A LETTER TO THE DIRECTOR OF PLANNING AND ZONING, AND INCLUDE THE FOLLOWING INFORMATION:

1. Legal description, parcel I.D. number, and acreage of property;
2. Copy of deed and authorization by owners;
3. Intended use of the property;
4. Copy of a survey;
5. General location map;
6. Current County future land use designation - include County Land Use Map;
7. Current County zoning classification - include County Zoning Map;
8. List of unique or environmentally sensitive features;
9. Description of provision of public utilities - sewer, water, drainage;
10. Fee: (See "Fee Schedule").
11. Provide a legal opinion that the annexation request is in compliance with Florida Statutes Chapter 171.
12. Electronic copy of the text legal description (MS Word format).
13. A statement specifying the population census effect and the affected land area. Annexation will require adoption of an ordinance and public hearings for Planning & Zoning Board and City Council.

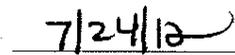
NOTE: A separate Land Use and Zoning Amendment Application is required prior to application for development permits within the City.



Signature of Owner



Hand Print Name



Date

*All owners must sign a petition/s for annexation. Corporation signatures must be accompanied with an approved resolution authorizing the individual to sign such applications.

SECTION I

GENERAL PROJECT DESCRIPTION

The Florida Power & Light Company (FPL) is seeking the voluntary annexation into the City of Port St. Lucie of a 50 acre (mol) parcel of land located along the west side of Glades Cut-Off Road, just opposite the west end entry into the PGA Reserve Planned Unit Development. The purpose of the requested annexation is to consolidate the existing City Limit Lines along the Glades Cut-Off Road by removing one of the small "pocket areas" that are found along this corridor.

The current St. Lucie County Future Land Use designation on the petition property is AG-2.5 (Agriculture, .4 du/ac). The current St. Lucie County zoning designation on the petition property is AG-2.5 (Agriculture, .4 du/ac). Concurrent with this petition for annexation, we are submitting applications to the City of Port St. Lucie for a change in Future Land Use and Zoning to the (U) Utilities land use and zoning districts for a portion of the annexation property.

Upon the completion of the annexation process, FPL intends to obtain approval from the City for a two (2)-lot subdivision of the Annexation Property. FPL intends to construct a regional utility substation on 10 acres of the Annexation Property, with the remaining 40 acres (mol) of the Annexation Property to retain its present agricultural use. Future uses on this remainder area will be addressed at a later time.

EXHIBIT A

Parcel ID Number, Legal Description and Acreage of Property

PARCEL I.D. NUMBERS:

3321-112-0000-000/9

LEGAL DESCRIPTION:

All that part of the Northeast one-quarter (NE 1/4) of Section 21, Township 36 South, Range 39 East St. Lucie County, Florida, lying West of the Florida East Coast Railway right-of-way, LESS right-of-way deeded to St. Lucie County, as per Deed Book 243, Page 677, of the Public Records of St. Lucie County, Florida.

ACERAGE:

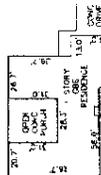
49.324 acres

LEGAL DESCRIPTION

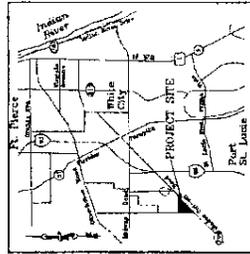
All that part of the northeast quarter (NE 1/4) of Section 21, Township 38 North, Range 39 East, 5th Lane County, Florida, from the Survey of the Florida Land Survey for State Block 243, Page 437, of the Public Records of 5th Lane County, Florida.

NOTES:

- 1) Not valid without the signatures and the original record use of a Florida Licensed Surveyor and Engineer by the latest date of their sign-off.
- 2) The last date of 1998 work was July 27, 2002.
- 3) The last date of 1998 work was July 27, 2002.
- 4) The last date of 1998 work was July 27, 2002.
- 5) The last date of 1998 work was July 27, 2002.
- 6) The last date of 1998 work was July 27, 2002.
- 7) The last date of 1998 work was July 27, 2002.
- 8) The last date of 1998 work was July 27, 2002.
- 9) The last date of 1998 work was July 27, 2002.
- 10) The last date of 1998 work was July 27, 2002.



HOUSE DETAIL
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

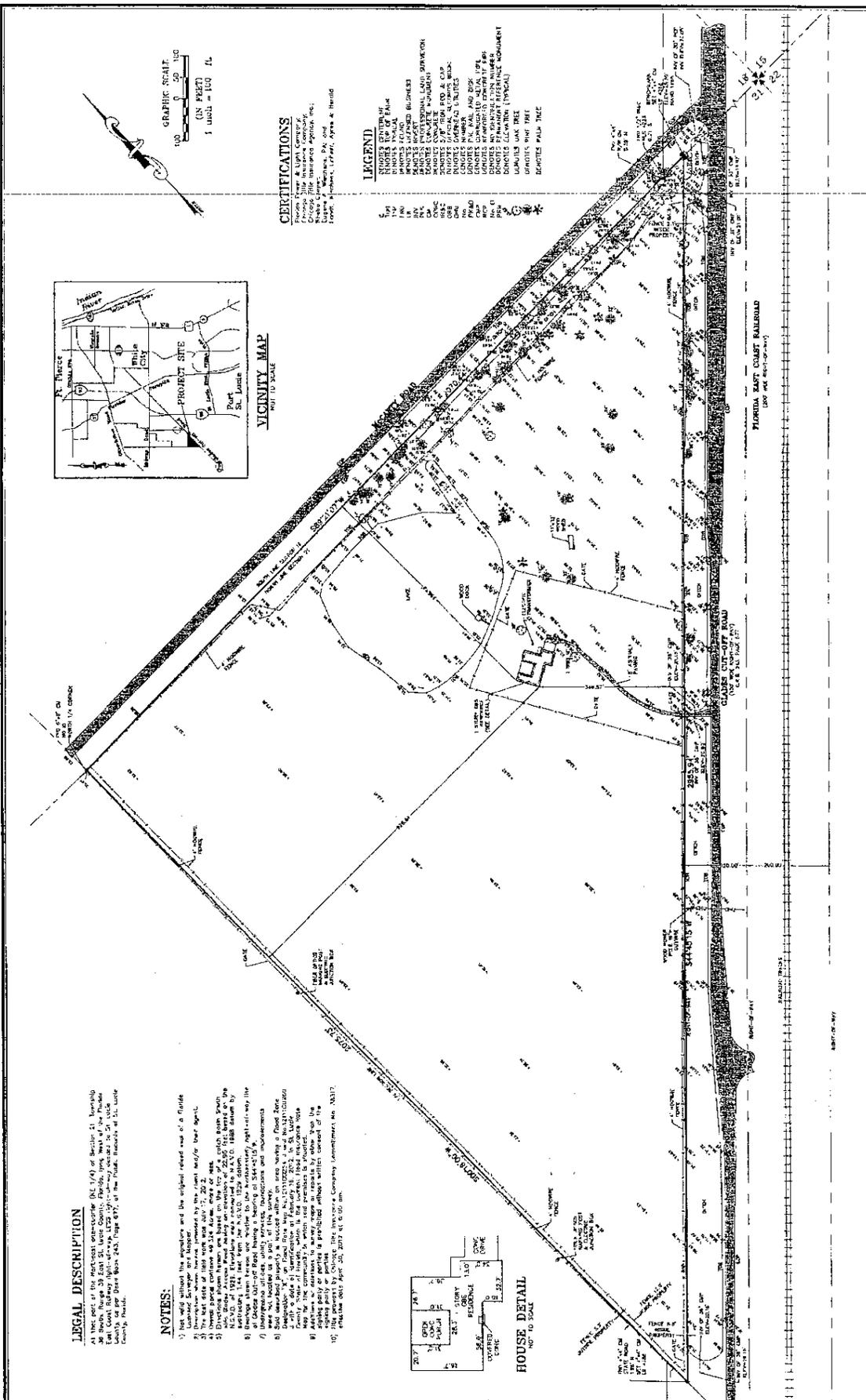


CERTIFICATIONS

I, the undersigned, being a duly Licensed Surveyor and Engineer, do hereby certify that the foregoing is a true and correct copy of the original record use of the survey as shown to me by the owner thereof, and that the same has been compared with the original record use of the survey as shown to me by the owner thereof, and that the same is a true and correct copy of the original record use of the survey as shown to me by the owner thereof.

LEGEND

- BOUNDARY LINE
- PROPERTY LINE
- ADJACENT PROPERTY
- ADJACENT ROAD
- ADJACENT RAILROAD
- ADJACENT CANAL
- ADJACENT WATERWAY
- ADJACENT WETLAND
- ADJACENT WOODLAND
- ADJACENT PASTURE
- ADJACENT CROPLAND
- ADJACENT FOREST
- ADJACENT MOUNTAIN
- ADJACENT HILLS
- ADJACENT PLAINS
- ADJACENT TERRACE
- ADJACENT VALLEY
- ADJACENT MOUNTAIN
- ADJACENT HILLS
- ADJACENT PLAINS
- ADJACENT TERRACE
- ADJACENT VALLEY



<p>BOUNDARY, TOPOGRAPHIC & TREE SURVEY</p> <p>PREPARED FOR FLORIDA POWER & LIGHT</p>		<p>DATE: 10/10/02</p> <p>PROJECT: 102-121</p> <p>SCALE: 1" = 100'</p>
<p>NO. OF SHEETS: 1</p> <p>SHEET NO.: 1</p>	<p>DATE: 10/10/02</p> <p>PROJECT: 102-121</p> <p>SCALE: 1" = 100'</p>	<p>DATE: 10/10/02</p> <p>PROJECT: 102-121</p> <p>SCALE: 1" = 100'</p>
<p>CULPEPPER & TERPENING, INC.</p> <p>CONSULTING ENGINEERS & LAND SURVEYORS</p> <p>1000 W. UNIVERSITY BLVD., SUITE 100, GAITHERSBURG, MD 20878</p> <p>PHONE: (301) 251-1000 FAX: (301) 251-1001</p>		
<p>LEGALLY BOUND BY:</p> <p>STATE OF FLORIDA</p> <p>REGISTERED PROFESSIONAL SURVEYOR</p> <p>NO. 10000</p> <p>EXPIRES: 12/31/05</p>		

2.) proposed fee schedule - annexation application

area	50 acres	fee due	planning	engineering	engineering survey	utilities	fire dept
planning dept review fee							
base fee	3,740.00	3,740.00					
per acre fee	20.00	1,000.00					
required concurrent review fee	0.00	0.00					
			4,740.00				
engineering dept review fee							
base fee	260.00	260.00					
per acre fee	2.60	130.00					
required concurrent review fee	0.00	0.00					
				390.00			
survey dept review fee							
base fee	175.00	175.00					
per acre fee	1.75	87.50					
required concurrent review fee	0.00	0.00			262.50		
PSJ utility review fee							
base fee	268.00	268.00					
per acre fee	0.00	0.00					
required concurrent review fee	0.00	0.00				268.00	
SLC FD review fee							
base fee	0.00	0.00					
per acre fee	0.00	0.00					
required concurrent review fee	0.00	0.00					0.00
			4,740.00	390.00	262.50	268.00	0.00

WARNING: Original document has a reflective watermark on reverse side. Hold at an angle to view.

64-127B
E11

FLORIDA POWER & LIGHT COMPANY
700 Universe Boulevard
Juno Beach, FL 33408

Check Date: 07/27/2012

Check No. 5000106041

BANK OF AMERICA, NA

FOUR THOUSAND SEVEN HUNDRED TWENTY-SIX & 40/100
DOLLARS

\$4,726.40

Void after 180 days

PAY TO THE
ORDER OF

CITY OF PORT ST LUCIE FL
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984

FLORIDA POWER & LIGHT CO

Paul Cutler

⑈5000106041⑈ ⑆061112786⑆ 3299977761⑈

FLORIDA POWER & LIGHT CO
Vendor Name: CITY OF PORT ST LUCIE FL

Check Date : 07/27/2012
Check Number: 5000106041

Invoice Number	Invoice Date	Document Header Text	Gross Amount	Discount	Net Amount
07/26/2012 1	07/26/2012	ANNEXATION APPLICATION PLANNING & ZONING REVIEW FEE	4,726.40	0.00	4,726.40
		Check Total.....			----- \$4,726.40

WARNING: Original document has a reflective watermark on reverse side. Hold at an angle to view.

64-1278
611

FLORIDA POWER & LIGHT COMPANY
700 Universe Boulevard
Juno Beach, FL 33408

Check Date: 07/27/2012

Check No. 5000106048

BANK OF AMERICA, NA

THREE HUNDRED EIGHTY-EIGHT & 23/100 DOLLARS

\$388.23

Void after 180 days

PAY TO THE
ORDER OF

CITY OF PORT ST LUCIE FL
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984

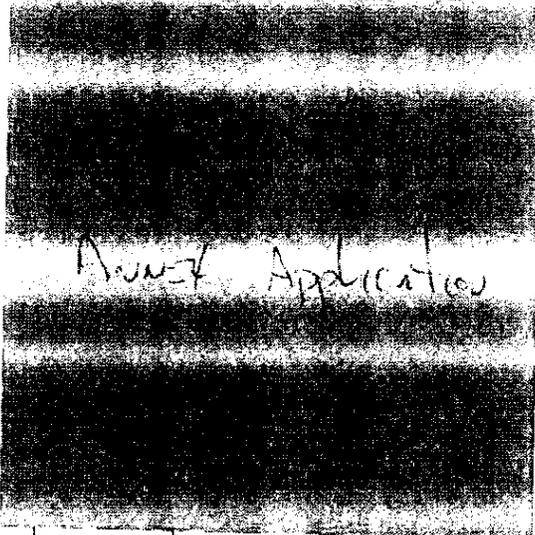
FLORIDA POWER & LIGHT CO

Paul Cutler

⑈5000106048⑈ ⑆061112788⑆ 3299977761⑈

FLORIDA POWER & LIGHT CO
Vendor Name: CITY OF PORT ST LUCIE FL

Check Date : 07/27/2012
Check Number: 5000106048

Invoice Number	Invoice Date	Document Header Text	Gross Amount	Discount	Net Amount
07/26/2012 3	07/26/2012	Treasure Substation Annexation Engineering Dept. Review Fee	388.23	0.00	388.23
		Check Total.....			----- \$388.23
					

WARNING: Original document has a reflective watermark on reverse side. Hold at an angle to view.

64-1278
511

FLORIDA POWER & LIGHT COMPANY
700 Universe Boulevard
Juno Beach, FL 33408

Check Date: **07/27/2012**

Check No. **5000106044**

BANK OF AMERICA, NA

TWO HUNDRED SIXTY-ONE & 31/100 DOLLARS

\$261.31

Void after 180 days

PAY TO THE
ORDER OF

CITY OF PORT ST LUCIE FL
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984

FLORIDA POWER & LIGHT CO

Paul Cutler

⑈5000106044⑈ ⑆061112788⑆ 3299977761⑈

FLORIDA POWER & LIGHT CO
Vendor Name: CITY OF PORT ST LUCIE FL

Check Date : 07/27/2012
Check Number: 5000106044

Invoice Number	Invoice Date	Document Header Text	Gross Amount	Discount	Net Amount
07/26/2012 4	07/26/2012	Treasure Substation Annexation Survey Dept. Review Fee	261.31	0.00	261.31
		Check Total.....			----- \$261.31

208163 DEPT
Annexation Dept

FLORIDA POWER & LIGHT COMPANY
700 Universe Boulevard
Juno Beach, FL 33408

Check Date: **07/27/2012**

Check No. **5000106047**

BANK OF AMERICA, NA

TWO HUNDRED SIXTY-EIGHT DOLLARS

\$268.00

PAY TO THE
ORDER OF

CITY OF PORT ST LUCIE FL
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984

Void after 180 days
FLORIDA POWER & LIGHT CO

Paul Cutler

⑈5000106047⑈ ⑆061112788⑆ 3299977761⑈

FLORIDA POWER & LIGHT CO
Vendor Name: CITY OF PORT ST LUCIE FL

Check Date : 07/27/2012
Check Number: 5000106047

Invoice Number	Invoice Date	Document Header Text	Gross Amount	Discount	Net Amount
07/26/2012 2	07/26/2012	Treasure Substation Annexation PSLUSD Review Fee	268.00	0.00	268.00
		Check Total.....			\$268.00

August Application

June 20, 2012

City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34952

**RE: FPL Electrical Substation Project
10930 Glades Cut-Off Road
Port St. Lucie, FL 34986**

Please be advised that **Rheba Cooper** hereby authorizes Florida Power & Light Company to act as her agent relative to the above referenced property and proposed electrical substation project.

Sincerely,

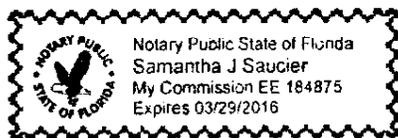
Rheba Cooper

By: Rheba Cooper Rheba Cooper Owner 6-20-12
Signature Print name Title Date

**STATE OF FLORIDA
COUNTY OF ST. LUCIE**

The foregoing instrument was acknowledged before me this 20th day of June, 2012 by Rheba Cooper, who is personally known to me and did not take an oath.

[Notary Seal or Stamp]



Samantha J. Saucier
Notary Public-State of Florida

Print Name: Samantha J. Saucier
My Commission Expires: 3/29/2016

195795

ST. LUCIE COUNTY



This instrument was prepared by:

C. R. McDONALD, JR.
Suite 200, Citizens Federal Bldg.
1600 S. Federal Highway
FT. PIERCE, FLORIDA 33450

Warranty Deed

(STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 8th day of July 1970, Between

GORHAM CONSTRUCTION COMPANY'S EMPLOYEES PROFIT SHARING TRUST, by its Trustees, V. R. GORHAM, JR., JOHN M. GORHAM and WILLIAM C. MORRIS, of the County of St. Lucie, State of Florida, grantor*, and

CHARLES W. COOPER and RHEBA COOPER, his wife,

whose post office address is Route 4, Box 185, Fort Pierce, Florida

of the County of ST. LUCIE, State of FLORIDA, grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

All that part of the NE 1/4 of Section 21, Township 36 South, Range 39 East, lying West of the Florida East Coast Railway Right of Way. LESS Right of Way deeded to St. Lucie County, as per Deed Book 243, Page 577, recorded in Public Records of St. Lucie County, Florida.

Subject to and assuming the mortgage from Gorham Construction Company's Employees Profit Sharing Trust to William D. Carlton and Frances Carlton, his wife, dated October 7, 1969, recorded in O.R. Book 180, of Page 1077, Public Records of St. Lucie County, Florida, which mortgage the grantees herein assume and agree to pay.

FILED AND RECORDED
ST. LUCIE COUNTY, FLA.
RECORDED VERIFIED

195795

70 JUL 10 AM 8:46

ROGER POITRAS
CLERK CIRCUIT COURT

87.50
16.50

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

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

C.R. McDonald, Jr.

GORHAM CONSTRUCTION COMPANY'S EMPLOYEES PROFIT SHARING TRUST (Seal)

John M. Gorham

By: V.R. Gorham, Jr. (Seal)

William C. Morris

John M. Gorham (Seal)

William C. Morris

William C. Morris (Seal)

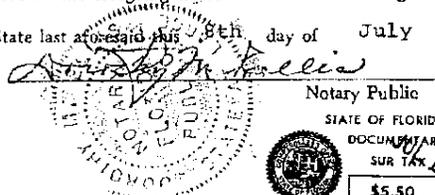
STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared V.R. GORHAM, JR., JOHN M. GORHAM and WILLIAM C. MORRIS, Trustees of GORHAM CONSTRUCTION COMPANY'S EMPLOYEES PROFIT SHARING TRUST to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of July 1970

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 13, 1970
Bonded By American Fire & Casualty Co.



STATE OF FLORIDA DOCUMENTARY SUR TAX I \$5.50

STATE OF FLORIDA DOCUMENTARY SUR TAX \$11.00

O.R. BOOK 185 PAGE 2137



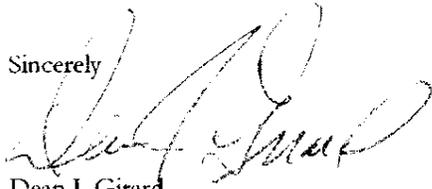
July 24, 2012

Mr. Daniel Holbrook, AICP
Director of Planning and Zoning
City of Port St. Lucie
121 S.E. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Subject: Florida Power & Light
Treasure Substation – Glades Cut-Off Road

Dear Mr. Holbrook:

Please accept this letter as our authorization for Culpepper & Terpening, Inc. to act as agent in all matters concerning the processing of the proposed Annexation, Comprehensive Plan Amendment, Change in Zoning and Site Plan processing (including Platting) of the proposed Treasure Substation Site, located along the west side of Glades Cut-Off Road in unincorporated St. Lucie County.

Sincerely

Dean J. Girard
Director Corporate Real Estate

STATE OF: FL
COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me this 24th day of July
2012, by Dean J. Girard who is personally
known to me or who has produced _____ as identification.

Michelle M. Kahmann
Signature of Notary

Michelle M. Kahmann
Type or Print Name of Notary



Commission Number (Seal)

Florida Power & Light Company
700 Universe Boulevard, Juno Beach, FL 33408

FLORIDA POWER & LIGHT COMPANY

CORPORATE SECRETARY'S CERTIFICATE

The undersigned, Alissa E. Ballot, Vice President & Corporate Secretary of Florida Power & Light Company, a Florida corporation (the "Company"), hereby certifies that attached hereto as Annex A is a true and correct copy of resolutions (excluding exhibits, if any) adopted by written consent of the Board of Directors of the Company on September 13, 2010, and that such resolutions have not been amended, modified or rescinded and remain in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of July, 2012.



Alissa E. Ballot
Vice President & Corporate Secretary

ANNEX A

FLORIDA POWER & LIGHT COMPANY

**Resolutions Adopted by the Board of Directors
on September 13, 2010**

FLORIDA POWER & LIGHT COMPANY

RESOLUTIONS ADOPTED BY THE
BOARD OF DIRECTORS
ON SEPTEMBER 13, 2010

* * * * *

RESOLVED, that the Company's President and Chief Executive Officer and the Executive Vice President, Finance and Chief Financial Officer, be, and each such officer, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the following agreements, releases and consents (collectively, "Real Estate Agreements"): (1) definitive agreements to acquire or sell or dedicate real property, or lease or license Company property, including any part of the personal property located thereon; (2) agreements to sell Mitigation Bank Credits from the Company's Mitigation Bank; (3) definitive right of way consent agreements to third party land owners that own property upon which the Company has an easement, which agreements grant the right to such landowners to use the Company's easement in a manner that does not have a material adverse effect on the value of the Company's affected property and does not adversely affect the Company's use of its property or property rights; (4) definitive agreements to grant easements to governmental agencies or bodies and others, provided that such easements are either for the benefit of the Company or for incidental use by such governmental agencies or bodies and others and are generally with respect to ingress and egress rights for utilities (e.g. water, sewer, gas, telephone and fiber), sidewalks or the like on the Company's properties; (5) definitive Releases of Easement, provided said Releases of Easement do not have a material adverse effect on the value of the Company's affected property and do not adversely affect the Company's use of its property or property rights; (6) definitive Non-Disturbance Agreements by which the property owners agree not to further encroach into the Company's easement and the Company acknowledges the encroachment without releasing any easement rights; (7) definitive subordination agreements; (8) definitive licensing agreements, including without limitation collocation-related agreements; (9) submerged lands crossing agreements; (10) consents to annexation by government bodies; and (11) plats requested by government agencies; each of such Real Estate Agreements in such form as, and with such amendments, additions, modifications and corrections as, such officer may approve, such approval (and compliance with the Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such officer of any such Real Estate Agreement; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Fifty Million Dollars (\$50,000,000); and

FURTHER RESOLVED, that each of the Company's Executive Vice President, Engineering, Construction & Corporate Services, Treasurer and

Vice President of Corporate Real Estate be, and each such officer or employee, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Five Million Dollars (\$5,000,000); and

FURTHER RESOLVED, that the Company's Director of Corporate Real Estate be, and such Director hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Five Hundred Thousand Dollars (\$500,000); and

FURTHER RESOLVED, that the Company's Manager of Corporate Real Estate be, and such Manager hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed One Hundred Thousand Dollars (\$100,000); and

FURTHER RESOLVED, that with respect to the leasing and licensing of the Company's land to third parties, as well as the Company's leasing and licensing of other parties' land, the Company's Manager of Project Controls and Asset Management be, and the Manager of Project Controls and Asset Management hereby is, authorized to negotiate the terms of, execute and deliver from time to time definitive lease or license agreements with respect to the Company's property, including any part of the personal property located thereon, in such form as, and with such amendments, additions, modifications and corrections as, such Manager of Project Controls and Asset Management may approve, such approval (and compliance with the relevant Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such Manager of Project Controls and Asset Management of any such agreement, provided that (in each case) the total fair market value of the real estate (including personal property) to be leased

or licensed pursuant to such transactions does not exceed One Hundred Thousand Dollars (\$100,000); and

FURTHER RESOLVED, that each of the Company's Corporate Real Estate Area Managers be, and each such Area Manager, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time-to-time annexation agreements, plats, right-of-way consent agreements, easements, releases of easements, non-disturbance agreements and subordination agreements (collectively, the "Area Manager Documents"), in such form as, and with such amendments, additions, modifications and corrections as, such Area Manager may approve, such approval (and compliance with the relevant Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such Area Manager of any such Area Manager Document; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be made the subject of any such Area Manager Document does not exceed Twenty-Five Thousand Dollars (\$25,000); and

FURTHER RESOLVED, that each of the officers of the Company, the Vice President of Corporate Real Estate, the Director of Corporate Real Estate and the Manager of Project Controls and Asset Management, be, and each such person hereby is, authorized and empowered to take, or cause to be taken, for and in the name and on behalf of the Company, all such further action, and to execute and deliver, or cause to be executed and delivered, for and in the name and on behalf of the Company, all such instruments and documents as such person may deem necessary or appropriate in order to effect the purpose and intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments, as the case may be, by or under the direction of such person); and

FURTHER RESOLVED, that, from and after the date hereof, the foregoing resolutions supersede the authorities granted in all prior resolutions concerning the subject matter thereof, including without limitation the resolutions of the Board of Directors adopted by unanimous written consent effective on and as of May 31, 2006.

* * * * *

FLORIDA POWER & LIGHT COMPANY

CERTIFICATE AS TO SIGNATURE AND INCUMBENCY OF EMPLOYEE

The undersigned, Alissa E. Ballot, Vice President & Corporate Secretary of Florida Power & Light Company, a Florida corporation (the "Company"), hereby certifies that the person whose name, title and signature appears below is a duly acting employee of the Company and holds, on the date hereof, the title set forth opposite his name and the signature appearing opposite his name is a genuine facsimile of the signature of such employee:

Name

Title

Signature

Dean Girard Director Corporate Real Estate



IN WITNESS WHEREOF, I have hereafter signed my name on this 25th day of July, 2012.



Alissa E. Ballot
Vice President & Corporate Secretary



July 27, 2012

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

Re: Florida Power & Light Company Annexation into City of Port St. Lucie (Parcel ID numbers: 3321-112-0000-000/9)

Dear Mr. Holbrook:

I have reviewed the proposed voluntary annexation of the above-referenced parcel of land, owned by Rheba Cooper and under contract to Florida Power & Light Company, located in unincorporated St. Lucie County ("Property") into the municipal boundaries of the City of Port St. Lucie ("City"), pursuant to Section 171.044, Florida Statutes.

As more fully set forth below, it is my opinion that the proposed annexation of the Property conforms fully to the legal requirements for voluntary annexation set forth in Section 171.044, Florida Statutes.

For purposes of this letter, I have assumed the following facts to be true: the survey of the Property prepared by Culpepper & Terpening submitted with the application, the location map prepared by Culpepper & Terpening showing the Property and its location in relation to the City boundaries, the St. Lucie County Property Appraiser's website, and the City's Future Land Use Map showing the location of the Urban Service Boundary.

The Property consists of one parcel of land containing approximately 49+/- acres. The property is bordered on the north and west by the City. The property is bordered by Glades Cut-Off Road on the South. The Parcel ID Number is 3321-112-0000-000/9. The parcel is owned by Rheba Cooper and under contract to Florida Power & Light Company ("FPL"). Mrs. Cooper has signed for FPL to act as agent for the annexation.

Pursuant to Section 171.044(1), Florida Statutes, "the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing board of said municipality that said property be annexed to the municipality" Contiguous is defined by Section 171.031(11) and it states that contiguous means that "a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the

municipality." The Property meets the test for contiguous. As outlined above, the Property is bordered to the North and the West by the City.

Next, the Property must be "reasonably compact." Compactness, as defined in Section 171.031(12), F.S., means "concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns. Any annexation proceeding in any county in the state shall be designed in such a manner as to ensure that the area will be reasonably compact." Clearly the Property meets the definition for compactness. The Property consists of one triangular shaped piece of property that is bordered on two sides by the City. A review of the map shows that this annexation will not create enclaves, pockets or finger areas in serpentine patterns.

An Enclave is defined at 171.031(13), F.S., as "(a) any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or (b) any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality." Based on this definition, the annexation does not create an enclave.

Lastly, Subsection (2) of 171.044, F.S., requires that the governing body make a determination that the petition for annexation bears the signatures of all owners of the area to be annexed. The property is owned by Rheba Cooper and under contract to FPL. Both entities have appropriately signed either an agent form or the annexation application.

In conclusion, it is my opinion that the proposed annexation of the Property into the City of Port St. Lucie conforms to the requirements of Section 171.044, F.S., as discussed above.

Sincerely,



Peter Cocotos
Senior Attorney
Florida Power & Light Company

cc: Jack McNeal
Dennis Murphy

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

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

FOR OFFICE USE ONLY

Planning Dept _____
Fee (Nonrefundable)\$ _____
Receipt # _____

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

PRIMARY CONTACT EMAIL ADDRESS: pferland@ct-eng.com

PROPERTY OWNER

Name: Florida Power & Light Company Attn: Jack McNeal
Address: P.O. Box 14000 Dept. TS4-JW
Juno Beach, Florida 33408-0420
Telephone No.: 561-904-3632 Fax No.: 561-904-3710

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON.

Name: Florida Power & Light Company Attn: Jack McNeal
Address: P.O. Box 14000 Dept. TS4-JW
Juno Beach, Florida 33408-0420
Telephone No.: 561-904-3632 Fax No.: 561-904-3710

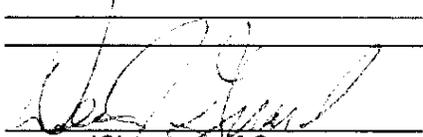
AGENT OF OWNER (if any)

Name: Culpepper & Terpening, Inc. Attn: Patrick J. Ferland, PE
Address: 2980 South 25th Street
Ft. Pierce, Florida 34981
Telephone No.: 772-464-3537 Fax No.: 772-464-9497

PROPERTY INFORMATION

Boundary Description See attached
(attach map) _____
Property Tax I.D. Number 3321-112-0000-000/9
Current Land Use AG 2.5 (St. Lucie County) Proposed Land Use U (Utility) PSL
Current Zoning AG 2.5 (St. Lucie County) Acreage of Property 10.00 (mol)

Reason for Comprehensive Plan Amendment: _____
Bring property into suitable Land Use within the City, in combination with proposed annexation.


*Signature of Owner

Dean J. Girard
Hand Print Name

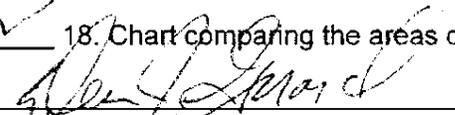
7/24/10
Date

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

COMPREHENSIVE PLAN AMENDMENT CHECKLIST

The following materials are required for a complete analysis of the application. Much of this material will be forwarded to the Planning and Zoning Board, City Council, and Department of Community Affairs. Please provide material that can be copied in black and white on standard sized paper. Please note that the information must address St. Lucie County if appropriate and must consider maximum utilization of the property unless an appropriate condition is agreed to as part of the application.

1. Completed application and fee.
2. Completed rezoning application and fee (optional).
3. Written description of area subject to application.
4. Copy of deed(s).
5. Justification for land use amendment.
6. List and map of adjacent future land use map classifications located to the north, south, east, and west.
7. List of adjacent existing land uses located to the north, south, east, and west. (i.e.: house, vacant, store, church, etc).
8. List of adjacent existing zoning categories located to the north, south, east, and west.
9. Map and area of site included in FEMA flood plain and 100 and 500-year flood categories with map panel number.
10. Map and description of the location, type, and area of wetlands located on site. (An Environmental Assessment Report is required for all large scale future land use map amendments.)
11. Map and description of the location, type and area of existing vegetation using Florida Land Use and Cover Classification System (FLUCAS) categories. (An Environmental Assessment Report is required for all large scale future land use map amendments.)
12. Traffic analysis.
13. Market study (for commercial categories only).
14. Capacity analysis, location, and service description for the following public services: sanitary sewer, public water, solid waste, drainage, recreation, fire and emergency services, police, education.
15. Location map with major streets clearly identified.
16. Existing future land use map.
17. Proposed future land use map.
18. Chart comparing the areas of existing and proposed future land uses.


Applicant's Signature

7/24/12
Date

**COMPREHENSIVE PLAN
FUTURE LAND USE MAP AMENDMENT**

Supplemental Information

1. Land Use Plan. A land use map shall be submitted which designates the proposed future land use and existing future land use designations for the area requested, and for the area surrounding the property. The land use plan shall include a map together with other appropriate media addressing the following:
 - a. Residential Development Characteristics. The land use map shall indicate the magnitude and distribution of existing and proposed residential acres.
 - b. Non-Residential Activities. The land use map plan shall indicate the general type, location, magnitude, intensity, and distribution of non-residential activities including the maximum proposed square footage of commercial, office, and industrial uses. This information shall be prepared and based on the existing Future Land Use classification and proposed Future Land Use classification. The proposed number of acres allocated to private institutional uses such as places of worship as well as civic, cultural, or educational facilities shall be included.

2. Natural Features of the Environment. Significant natural features of the proposed development shall be mapped and described in the Land Use Plan Map or narrative. Potential methods of managing any major environmental impacts which are likely to be generated by the proposed development shall be identified. Natural features shall include, but not be limited to:
 - a. vegetation
 - b. soils
 - c. wetlands
 - d. shorelines
 - e. estuarine and/or riverine systems
 - f. other significant resources

A more detailed environmental assessment shall be required if environmentally sensitive areas are identified.

3. Public Improvements. The general location and extent of existing and planned public improvements shall be incorporated in the land use plan map or narrative as applicable. Public improvements shall include, but not be limited to, traffic circulation; water and wastewater services; surface water management; parks, recreation facilities, and major open spaces; protective services, including fire, police, and emergency services; electrical utilities, including substations; schools; and other public facilities.

The following information on the status and availability of public facilities shall be provided:

- a. Traffic
 - i) A location map showing arterial and collector roads within a one mile radius of site.
 - ii) Average Daily Trips (ADT) and Generation rates for existing land use, development based on the existing Future Land Use, and proposed Future Land Use.

iii) A traffic analysis may be required pursuant to Section 55-4(A) of the Port St. Lucie Comprehensive Plan if the ADT's exceed 10% or 1,000 trips, whichever is greater.

b. Utilities - Water and Sewer

- i) Is location presently served by central water and/or sewer?
- ii) Is location planned for water and/or sewer service?
- iii) Nearest water/sewer main location.
- iv) Available, or planned plant capacity

c. Emergency Services - Police, Fire, EMS

- i) Nearest existing fire station
- ii) Nearest planned fire station
- iii) Existing fire insurance rating/response time

d. Schools/Recreation

- i) Existing parks and schools within five miles
- ii) Planned park and school sites within five miles
- iii) Port St. Lucie Park Dedication requirements calculated per Section 4-4(D) of the Port St. Lucie Comprehensive Plan.
- iv) Projected population and school age population, calculated for existing Future Land Use and proposed Future Land Use.

e. Market Study - Commercial Only

Does market study indicate a current need for commercial development within next five years or within next ten years?

06/23/11

LEGAL DESCRIPTION

Being a parcel of land lying in Section 21, Township 36 South, Range 39 East St. Lucie County, Florida, being more particularly described as follows;

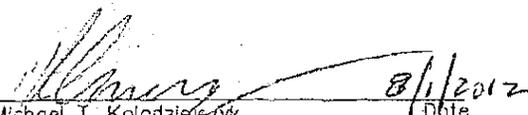
Commence at the North 1/4 corner of said Section 21, Township 36 South, Range 39 East; thence North 89°21'07" East, along the North line of said Section 21, a distance of 1140.44 feet to the POINT OF BEGINNING of the following described parcel;

Thence North 89°21'07" East, a distance of 915.76 feet; thence South 44°45'15" West, a distance of 1,149.86 feet; thence North 45°14'45" West, a distance of 264.40 feet; thence North 07°30'02" East, a distance of 625.39 feet to the POINT OF BEGINNING.

Containing 9.997 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.


Michael T. Koledziszewski
Professional Surveyor & Mapper
Florida Certificate No. 3864

8/1/2012
Date

Sheet 1 of 2

DESCRIPTION
OF
FP&L PARCEL

File: 12-121s&d
fpl.dwg
Date: 7-20-2012

Tech: GLM

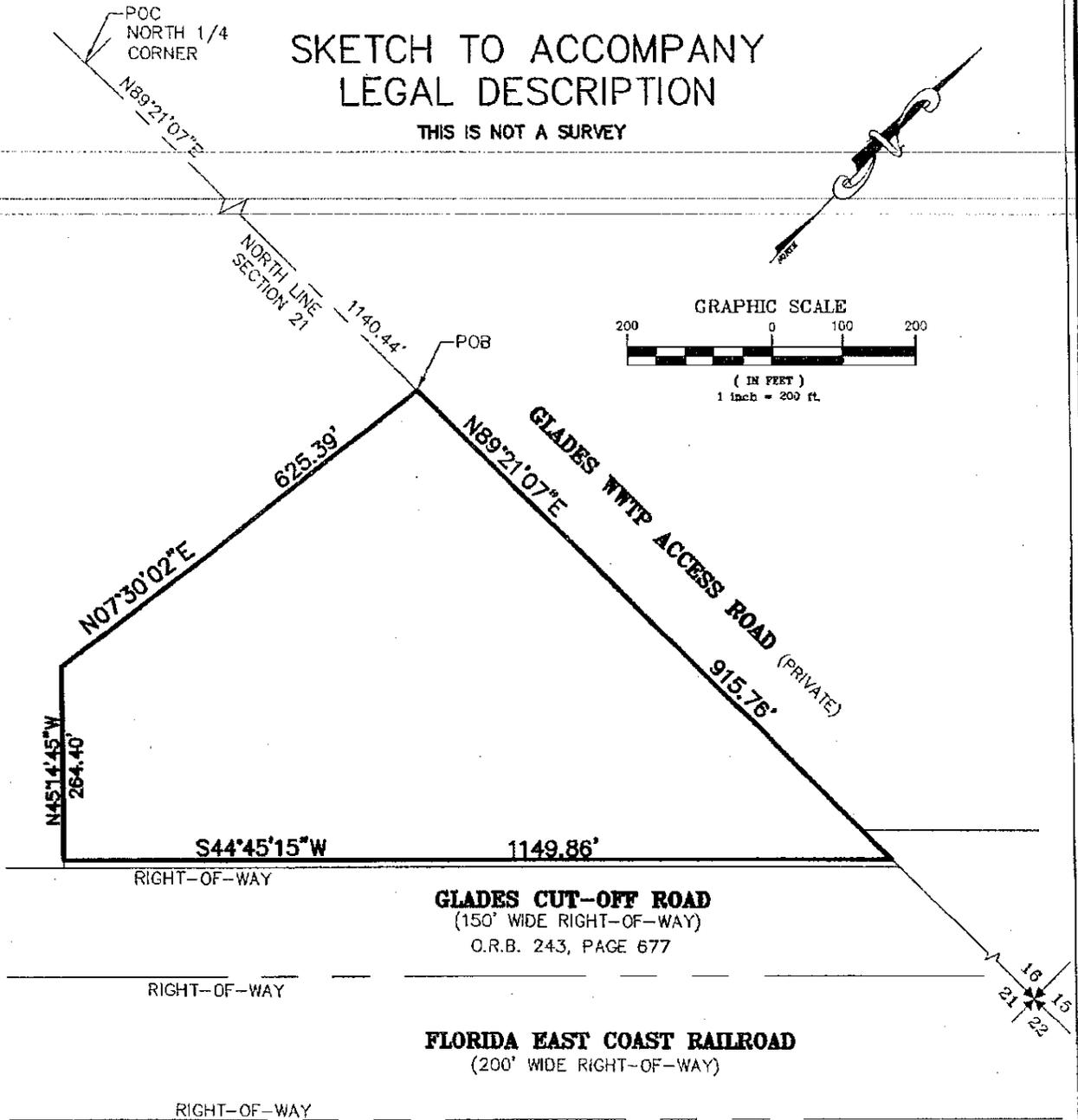


CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3575 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA REGISTRATION # 15 434

\\PreF-2012\12-121-HPL - Treasure Substation - Glades C.L. - Off Road\Survey\12-121\2012 fpl 10 ec comp abn parcel.dwg, 8/1/2012 1:58:10 PM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATIVE TO THE
NORTH LINE OF SECTION 21 HAVING A BEARING OF
N89°21'07"E

Sheet 2 of 2

SKETCH OF DESCRIPTION

OF
FP&L PARCEL

File: 12-121s&d
fpl.dwg

Date: 7-20-2012

Tech: GLM



CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS
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151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-8374 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATES NO. 13, 20, 21, 22

\Proj-2012\12-121 FPL - Treasure Substation - Glades Cut-Off Road\Survey\12-121s&d fpl 10 ac comp plan pairs\dwg 6/1/2012 1:56:45 PM

3.) proposed fee schedule - comp plan - small area

area	10 acres	fee due	planning	engineering	engineering survey	utilities	fire dept
planning dept review fee							
base fee	3,960.00	3,960.00					
per acre fee	40.00	400.00					
required concurrent review fee	1,285.00	1,285.00					
			5,645.00				
engineering dept review fee							
base fee	172.50	172.50					
per acre fee	4.35	43.50					
required concurrent review fee	0.00	0.00		216.00			
survey dept review fee							
base fee	0.00	0.00					
per acre fee	0.00	0.00					
required concurrent review fee	0.00	0.00			0.00		
PSL utility review fee							
base fee	268.00	268.00					
per acre fee	0.00	0.00					
required concurrent review fee	0.00	0.00				268.00	
SLC FD review fee							
base fee	0.00	0.00					
per acre fee	0.00	0.00					
required concurrent review fee	0.00	0.00					0.00
			5,645.00	216.00	0.00	268.00	0.00

FLORIDA POWER & LIGHT COMPANY
700 Universe Boulevard
Juno Beach, FL 33408

BANK OF AMERICA, NA

Check Date: 07/27/2012

Check No. 5000106039

FOUR THOUSAND THREE HUNDRED SIXTY DOLLARS

\$4,360.00

PAY TO THE ORDER OF
CITY OF PORT ST LUCIE FL
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984

Void after 180 days
FLORIDA POWER & LIGHT CO

Paul Cutler

⑈5000106039⑈ ⑆061112788⑆ 329997776⑈

FLORIDA POWER & LIGHT CO
Vendor Name: CITY OF PORT ST LUCIE FL

Check Date : 07/27/2012
Check Number: 5000106039

Invoice Number	Invoice Date	Document Header Text	Gross Amount	Discount	Net Amount
07/26/2012 3	07/26/2012	COMPREHENSIVE PLAN AMEND PLANNING & ZONING REVIEW FEE - COMP PLAN AMENDMNT	4,360.00	0.00	4,360.00
		Check Total.....			----- \$4,360.00

FLORIDA POWER & LIGHT COMPANY
700 Universe Boulevard
Juno Beach, FL 33408

Check Date: 07/27/2012

Check No. 5000106040

BANK OF AMERICA, NA

ONE THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS

\$1,285.00

Void after 180 days

PAY TO THE
ORDER OF

CITY OF PORT ST LUCIE FL
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984

FLORIDA POWER & LIGHT CO

Paul Cutler

⑈ 5000 106040 ⑈ ⑆ 06 1 1 1 2788 ⑆ 3 29997776 1 ⑈

FLORIDA POWER & LIGHT CO
Vendor Name: CITY OF PORT ST LUCIE FL

Check Date : 07/27/2012
Check Number: 5000106040

Invoice Number	Invoice Date	Document Header Text	Gross Amount	Discount	Net Amount
07/26/2012 2	07/26/2012	COMPREHENSIVE PLAN AMEND PLANNING & ZONING CONCURRENT REVIEW FEE	1,285.00	0.00	1,285.00
		Check Total.....			\$1,285.00

FLORIDA POWER & LIGHT COMPANY
700 Universe Boulevard
Juno Beach, FL 33408

BANK OF AMERICA, NA

Check Date: 07/27/2012

Check No. 5000106046

TWO HUNDRED SIXTY-EIGHT DOLLARS

\$268.00

Void after 180 days

PAY TO THE
ORDER OF

CITY OF PORT ST LUCIE FL
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984

FLORIDA POWER & LIGHT CO

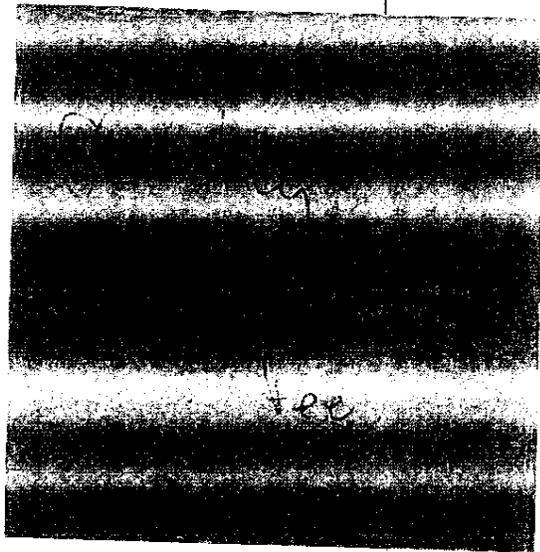
Paul Cutler

⑈5000106046⑈ ⑆061112788⑆ 3299977761⑈

FLORIDA POWER & LIGHT CO
Vendor Name: CITY OF PORT ST LUCIE FL

Check Date : 07/27/2012
Check Number: 5000106046

Invoice Number	Invoice Date	Document Header Text	Gross Amount	Discount	Net Amount
07/26/2012 1	07/26/2012	Treasure Substation Comprehensive Plan Amendment PSLUSD Review Fee	268.00	0.00	268.00
		Check Total.....			----- \$268.00



FLORIDA POWER & LIGHT COMPANY
700 Universe Boulevard
Juno Beach, FL 33408

Check Date: **07/27/2012**

Check No. **5000106042**

BANK OF AMERICA, NA

TWO HUNDRED SIXTEEN DOLLARS

\$216.00

PAY TO THE
ORDER OF

CITY OF PORT ST LUCIE FL
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984

Void after 180 days
FLORIDA POWER & LIGHT CO

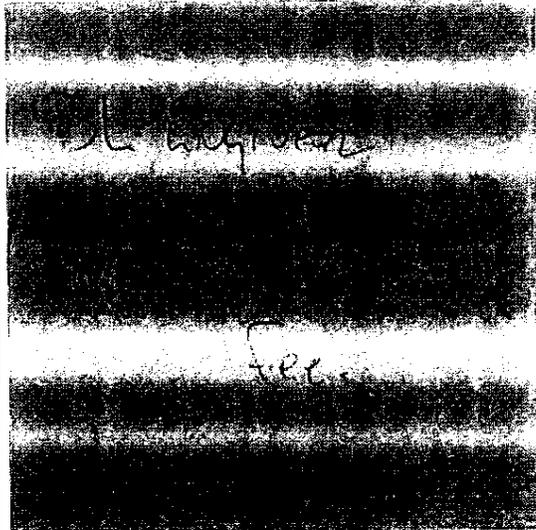
Paul Carter

⑈ 5000 10604 2⑈ ⑆ 06 1 1 1 2 7 8 8 ⑆ 3 2 9 9 9 7 7 7 6 1 ⑈

FLORIDA POWER & LIGHT CO
Vendor Name: CITY OF PORT ST LUCIE FL

Check Date : 07/27/2012
Check Number: 5000106042

Invoice Number	Invoice Date	Document Header Text	Gross Amount	Discount	Net Amount
07/26/2012 7	07/26/2012	Treasure Substation Comprehensive Plan Amendment Engring Dept Rev Fee	216.00	0.00	216.00
		Check Total.....			\$216.00



June 20, 2012

City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34952

**RE: FPL Electrical Substation Project
10930 Glades Cut-Off Road
Port St. Lucie, FL 34986**

Please be advised that **Rheba Cooper** hereby authorizes Florida Power & Light Company to act as her agent relative to the above referenced property and proposed electrical substation project.

Sincerely,

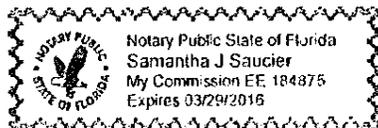
Rheba Cooper

By: Rheba Cooper Rheba Cooper Owner 6-20-12
Signature Print name Title Date

**STATE OF FLORIDA
COUNTY OF ST. LUCIE**

The foregoing instrument was acknowledged before me this 20th day of June, 2012 by Rheba Cooper, who is personally known to me and did not take an oath.

[Notary Seal or Stamp]



Samantha J. Saucier
Notary Public-State of Florida

Print Name: Samantha J. Saucier
My Commission Expires: 03/29/2016

For Lawyers' Use

ST. LUCIE COUNTY



195795

This instrument was prepared by:

C. R. McDONALD, JR. Suite 200, Citizens Federal Bldg. 1600 S. Federal Highway FT. PIERCE, FLORIDA 33450

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 8th day of July 1970, Between

GORHAM CONSTRUCTION COMPANY'S EMPLOYEES PROFIT SHARING TRUST, by its Trustees, V. R. GORHAM, JR., JOHN M. GORHAM and WILLIAM C. MORRIS, of the County of St. Lucie, State of Florida, grantor, and

CHARLES W. COOPER and RHEBA COOPER, his wife,

whose post office address is Route 4, Box 185, Fort Pierce, Florida

of the County of ST. LUCIE, State of FLORIDA, grantee,

Witnesseth, That said grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

All that part of the NE 1/4 of Section 21, Township 36 South, Range 39 East, lying West of the Florida East Coast Railway Right of Way. LESS Right of Way deeded to St. Lucie County, as per Deed Book 243, Page 677, recorded in Public Records of St. Lucie County, Florida.

Subject to and assuming the mortgage from Gorham Construction Company's Employees Profit Sharing Trust to William D. Carlton and Frances Carlton, his wife, dated October 7, 1969, recorded in O.R. Book 180, of Page 1077, Public Records of St. Lucie County, Florida, which mortgage the grantees herein assume and agree to pay.

FILED AND RECORDED ST. LUCIE COUNTY, FLA. RECORD VERIFIED

195795

'70 JUL 10 AM 8:46

Rose R. Potras Clerk Circuit Court

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

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

C.R. McDonald, Jr. (Seal)

Handwritten signature of V.R. Gorham, Jr.

GORHAM CONSTRUCTION COMPANY'S EMPLOYEES PROFIT SHARING TRUST (Seal)

By: W.R. Bellman, Jr. (Seal)

Handwritten signature of John M. Gorham (Seal)

Handwritten signature of William C. Morris (Seal)

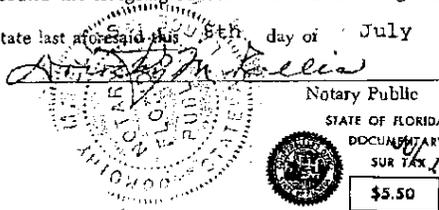
STATE OF FLORIDA COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared V.R. GORHAM, JR., JOHN M. GORHAM and WILLIAM C. MORRIS, Trustees of GORHAM CONSTRUCTION COMPANY'S EMPLOYEES PROFIT SHARING TRUST to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of July 1970.

My commission expires:

Notary Public, State of Florida at Large My Commission Expires Nov. 13, 1970



D R BOOK 185 PAGE 2137

STATE OF FLORIDA DOCUMENTARY SUR TAX \$5.50

STATE OF FLORIDA DOCUMENTARY SUR TAX \$11.00



July 24, 2012

Mr. Daniel Holbrook, AICP
Director of Planning and Zoning
City of Port St. Lucie
121 S.E. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Subject: Florida Power & Light
Treasure Substation – Glades Cut-Off Road

Dear Mr. Holbrook:

Please accept this letter as our authorization for Culpepper & Terpening, Inc. to act as agent in all matters concerning the processing of the proposed Annexation, Comprehensive Plan Amendment, Change in Zoning and Site Plan processing (including Platting) of the proposed Treasure Substation Site, located along the west side of Glades Cut-Off Road in unincorporated St. Lucie County.

Sincerely

Dean J. Girard
Director Corporate Real Estate

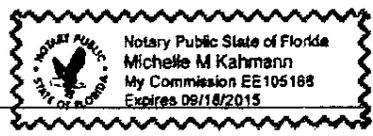
STATE OF: FL

COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me this 24th day of July 2012, by Dean J. Girard who is personally known to me or who has produced _____ as identification.

Michelle M. Kahmann
Signature of Notary

Michelle M. Kahmann
Type or Print Name of Notary



Commission Number (Seal)

Florida Power & Light Company
700 Universe Boulevard, Juno Beach, FL 33408

FLORIDA POWER & LIGHT COMPANY

CORPORATE SECRETARY'S CERTIFICATE

The undersigned, Alissa E. Ballot, Vice President & Corporate Secretary of Florida Power & Light Company, a Florida corporation (the "Company"), hereby certifies that attached hereto as Annex A is a true and correct copy of resolutions (excluding exhibits, if any) adopted by written consent of the Board of Directors of the Company on September 13, 2010, and that such resolutions have not been amended, modified or rescinded and remain in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of July, 2012.



Alissa E. Ballot
Vice President & Corporate Secretary

ANNEX A

FLORIDA POWER & LIGHT COMPANY

**Resolutions Adopted by the Board of Directors
on September 13, 2010**

FLORIDA POWER & LIGHT COMPANY

RESOLUTIONS ADOPTED BY THE
BOARD OF DIRECTORS
ON SEPTEMBER 13, 2010

RESOLVED, that the Company's President and Chief Executive Officer and the Executive Vice President, Finance and Chief Financial Officer, be, and each such officer, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the following agreements, releases and consents (collectively, "Real Estate Agreements"):

- (1) definitive agreements to acquire or sell or dedicate real property, or lease or license Company property, including any part of the personal property located thereon;
- (2) agreements to sell Mitigation Bank Credits from the Company's Mitigation Bank;
- (3) definitive right of way consent agreements to third party land owners that own property upon which the Company has an easement, which agreements grant the right to such landowners to use the Company's easement in a manner that does not have a material adverse effect on the value of the Company's affected property and does not adversely affect the Company's use of its property or property rights;
- (4) definitive agreements to grant easements to governmental agencies or bodies and others, provided that such easements are either for the benefit of the Company or for incidental use by such governmental agencies or bodies and others and are generally with respect to ingress and egress rights for utilities (e.g. water, sewer, gas, telephone and fiber), sidewalks or the like on the Company's properties;
- (5) definitive Releases of Easement, provided said Releases of Easement do not have a material adverse effect on the value of the Company's affected property and do not adversely affect the Company's use of its property or property rights;
- (6) definitive Non-Disturbance Agreements by which the property owners agree not to further encroach into the Company's easement and the Company acknowledges the encroachment without releasing any easement rights;
- (7) definitive subordination agreements;
- (8) definitive licensing agreements, including without limitation collocation-related agreements;
- (9) submerged lands crossing agreements;
- (10) consents to annexation by government bodies;
- and (11) plats requested by government agencies;

each of such Real Estate Agreements in such form as, and with such amendments, additions, modifications and corrections as, such officer may approve, such approval (and compliance with the Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such officer of any such Real Estate Agreement; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Fifty Million Dollars (\$50,000,000); and

FURTHER RESOLVED, that each of the Company's Executive Vice President, Engineering, Construction & Corporate Services, Treasurer and

~~Vice President of Corporate Real Estate be, and each such officer or employee, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Five Million Dollars (\$5,000,000); and~~

FURTHER RESOLVED, that the Company's Director of Corporate Real Estate be, and such Director hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Five Hundred Thousand Dollars (\$500,000); and

FURTHER RESOLVED, that the Company's Manager of Corporate Real Estate be, and such Manager hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed One Hundred Thousand Dollars (\$100,000); and

FURTHER RESOLVED, that with respect to the leasing and licensing of the Company's land to third parties, as well as the Company's leasing and licensing of other parties' land, the Company's Manager of Project Controls and Asset Management be, and the Manager of Project Controls and Asset Management hereby is, authorized to negotiate the terms of, execute and deliver from time to time definitive lease or license agreements with respect to the Company's property, including any part of the personal property located thereon, in such form as, and with such amendments, additions, modifications and corrections as, such Manager of Project Controls and Asset Management may approve, such approval (and compliance with the relevant Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such Manager of Project Controls and Asset Management of any such agreement, provided that (in each case) the total fair market value of the real estate (including personal property) to be leased

or licensed pursuant to such transactions does not exceed One Hundred Thousand Dollars (\$100,000); and

FURTHER RESOLVED, that each of the Company's Corporate Real Estate Area Managers be, and each such Area Manager, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time-to-time annexation agreements, plats, right-of-way consent agreements, easements, releases of easements, non-disturbance agreements and subordination agreements (collectively, the "Area Manager Documents"), in such form as, and with such amendments, additions, modifications and corrections as, such Area Manager may approve, such approval (and compliance with the relevant Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such Area Manager of any such Area Manager Document; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be made the subject of any such Area Manager Document does not exceed Twenty-Five Thousand Dollars (\$25,000); and

FURTHER RESOLVED, that each of the officers of the Company, the Vice President of Corporate Real Estate, the Director of Corporate Real Estate and the Manager of Project Controls and Asset Management, be, and each such person hereby is, authorized and empowered to take, or cause to be taken, for and in the name and on behalf of the Company, all such further action, and to execute and deliver, or cause to be executed and delivered, for and in the name and on behalf of the Company, all such instruments and documents as such person may deem necessary or appropriate in order to effect the purpose and intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments, as the case may be, by or under the direction of such person); and

FURTHER RESOLVED, that, from and after the date hereof, the foregoing resolutions supersede the authorities granted in all prior resolutions concerning the subject matter thereof, including without limitation the resolutions of the Board of Directors adopted by unanimous written consent effective on and as of May 31, 2006.

* * * * *

FLORIDA POWER & LIGHT COMPANY

CERTIFICATE AS TO SIGNATURE AND INCUMBENCY OF EMPLOYEE

The undersigned, Alissa E. Ballot, Vice President & Corporate Secretary of Florida Power & Light Company, a Florida corporation (the "Company"), hereby certifies that the person whose name, title and signature appears below is a duly acting employee of the Company and holds, on the date hereof, the title set forth opposite his name and the signature appearing opposite his name is a genuine facsimile of the signature of such employee:

Name

Title

Signature

Dean Girard Director Corporate Real Estate



IN WITNESS WHEREOF, I have hereafter signed my name on this 25th day of July, 2012.



Alissa E. Ballot
Vice President & Corporate Secretary

REZONING APPLICATION

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

FOR OFFICE USE ONLY

Planning Dept. _____
Fee (Nonrefundable)\$ _____
Receipt # _____

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board Meeting. All items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of recorded deed. If the application includes more than one (1) lot, our Legal Department will contact you regarding execution of the required Unity of Title. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: pferland@ct-eng.com

PROPERTY OWNER:

Name: Florida Power & Light Company Attn: Jack McNeal
Address: P.O. Box 14000 Dept. TS4-JW, Juno Beach, FL 33408-0420
Telephone No.: 561-904-3632 FAX No.: 561-904-3710

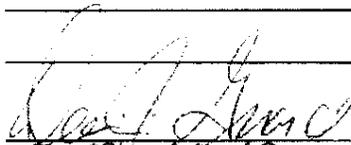
AGENT OF OWNER (if any)

Name: Culpepper & Terpening, Inc. Attn: Patrick Ferland, PE
Address: 2980 South 25th Street, Ft. Pierce, FL 34981
Telephone No.: 772-464-3537 FAX No.: 772-464-9497

PROPERTY INFORMATION

Legal Description: See attached
(Include Plat Book and Page)
Parcel I.D. Number: 3321-112-0000-000/9
Current Zoning: AG 2.5
Proposed Zoning: U (Utility)
Future Land Use Designation: U (Utility) Acreage of Property: 10.0
Reason for Rezoning Request: _____

The petitioned property is to be referred to as the FPL/Treasure Substation Site. Use on this property will be the construction of a regional electric substation. The use proposed for this property is consistent with the proposed Future Land Use and Zoning designation that has been requested to be applied to this property.



*Signature of Owner

Dean J. Girard

Hand Print Name

7/24/12

Date

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

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.
H:\PZ\SHARED\APPLCTN\REZAPPL(06/23/11)

LEGAL DESCRIPTION

Being a parcel of land lying in Section 21, Township 36 South, Range 39 East St. Lucie County, Florida, being more particularly described as follows;

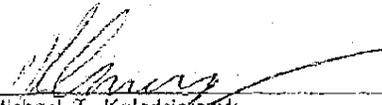
Commence at the North 1/4 corner of said Section 21, Township 36 South, Range 39 East; thence North 89°21'07" East, along the North line of said Section 21, a distance of 1140.44 feet to the POINT OF BEGINNING of the following described parcel;

Thence North 89°21'07" East, a distance of 915.76 feet; thence South 44°45'15" West, a distance of 1,149.86 feet; thence North 45°14'45" West, a distance of 264.40 feet; thence North 07°30'02" East, a distance of 625.39 feet to the POINT OF BEGINNING.

Containing 9.997 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.


Michael T. Kolodziejczyk
Professional Surveyor & Mapper
Florida Certificate No. 3564
8/1/2012
Date

Sheet 1 of 2

DESCRIPTION
OF
FP&L PARCEL

File: 12-121s&d
fpl.dwg
Date: 7-20-2012

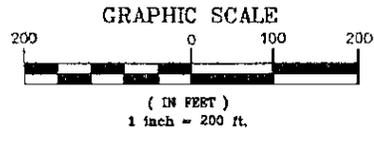
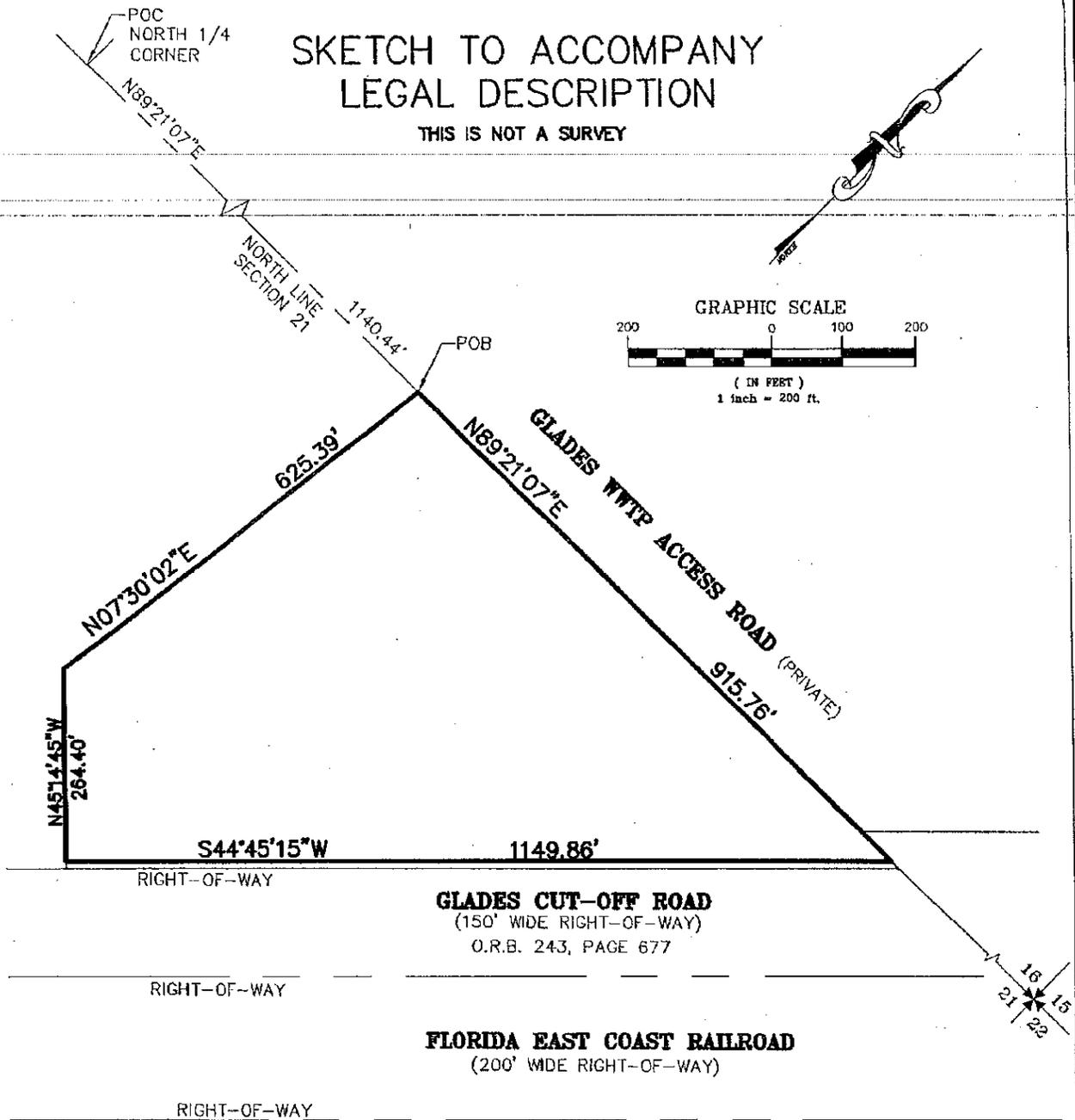
Tech: GLM



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2580 SOUTH 28th STREET • FORT PIERCE, FLORIDA 34961
PHONE 772-464-9497 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3375 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA REGISTRATION No. 121434

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATIVE TO THE
NORTH LINE OF SECTION 21 HAVING A BEARING OF
N89°21'07"E

Sheet 2 of 2

\Proj-2012\12-121 FPL - Treasure Substation - Glades Cut-Off Road\Survey\12-121\121.dwg, 8/1/2012 1:58:46 PM

SKETCH OF DESCRIPTION
OF
FP&L PARCEL

File: 12-121s&d
fpl.dwg
Date: 7-20-2012
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34954
PHONE 772-220-3576 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 028

4.) proposed fee schedule - change in zoning - small area

area	10 acres	fee doc	planning	engineering engineering	engineering survey	utilities	fire dept
planning dept review fee							
base fee	2,115.00	2,115.00					
per acre fee	40.00	400.00					
required concurrent review fee	1,285.00	1,285.00					
			3,800.00				
engineering dept review fee							
base fee	175.00	175.00					
per acre fee	0.00	0.00					
required concurrent review fee	0.00	0.00		175.00			
survey dept review fee							
base fee	0.00	0.00					
per acre fee	0.00	0.00					
required concurrent review fee	0.00	0.00			0.00		
PSL utility review fee							
base fee	268.00	268.00					
per acre fee	0.00	0.00					
required concurrent review fee	0.00	0.00				268.00	
S/LC PD review fee							
base fee	0.00	0.00					
per acre fee	0.00	0.00					
required concurrent review fee	0.00	0.00					0.00
			3,800.00	175.00	0.00	268.00	0.00
			15,895.00	1,171.00	525.00	1,072.00	0.00

FLORIDA POWER & LIGHT COMPANY
700 Universe Boulevard
Juno Beach, FL 33408

Check Date: **07/27/2012**

Check No. **5000106036**

BANK OF AMERICA, NA

ONE THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS

\$1,285.00

Void after 180 days

PAY TO THE
ORDER OF

CITY OF PORT ST LUCIE FL
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984

FLORIDA POWER & LIGHT CO

Paul Cutler

⑈5000106036⑈ ⑆061112788⑆ 3299977761⑈

FLORIDA POWER & LIGHT CO
Vendor Name: CITY OF PORT ST LUCIE FL

Check Date : 07/27/2012
Check Number: 5000106036

Invoice Number	Invoice Date	Document Header Text	Gross Amount	Discount	Net Amount
07/26/2012 5	07/26/2012	REZONING P&Z REVIEW FEE REZONING P&Z CONCURRENT REVIEW FEE	1,285.00	0.00	1,285.00
		Check Total.....			----- \$1,285.00

WARNING: Original document has a reflective watermark on reverse side. Hold at an angle to view.

84-1278
611

FLORIDA POWER & LIGHT COMPANY
700 Universe Boulevard
Juno Beach, FL 33408

BANK OF AMERICA, NA

Check Date: 07/27/2012

Check No. 5000106037

TWO THOUSAND FIVE HUNDRED FIFTEEN DOLLARS

\$2,515.00

Void after 180 days

PAY TO THE ORDER OF
CITY OF PORT ST LUCIE FL
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984

FLORIDA POWER & LIGHT CO

Paul Cuth

⑈ 5000106037⑈ ⑆061112788⑆ 3299977761⑈

FLORIDA POWER & LIGHT CO
Vendor Name: CITY OF PORT ST LUCIE FL

Check Date : 07/27/2012
Check Number: 5000106037

Invoice Number	Invoice Date	Document Header Text	Gross Amount	Discount	Net Amount
07/26/2012 6	07/26/2012	REZONING P&Z REVEIW FEE REZONING PLANNING & ZONING REVIEW FEE	2,515.00	0.00	2,515.00
		Check Total.....			\$2,515.00

FLORIDA POWER & LIGHT COMPANY
700 Universe Boulevard
Juno Beach, FL 33408

Check Date: 07/27/2012

Check No. 5000106038

BANK OF AMERICA, NA

TWO HUNDRED SIXTY-EIGHT DOLLARS

\$268.00

Void after 180 days

PAY TO THE
ORDER OF

CITY OF PORT ST LUCIE FL
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984

FLORIDA POWER & LIGHT CO

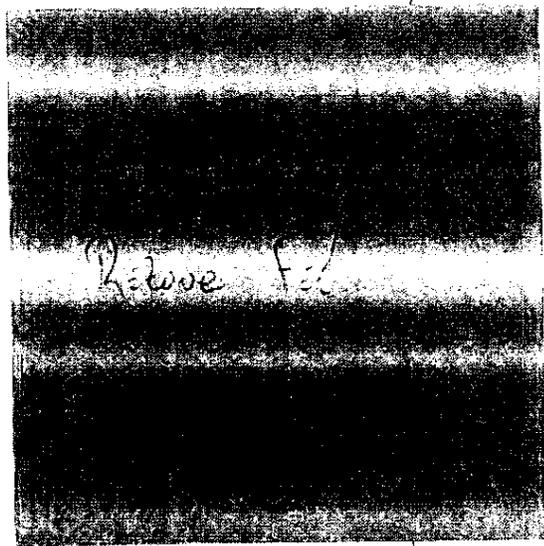
Paul Cutler

⑈5000106038⑈ ⑆061112788⑆ 3299977761⑈

FLORIDA POWER & LIGHT CO
Vendor Name: CITY OF PORT ST LUCIE FL

Check Date : 07/27/2012
Check Number: 5000106038

Invoice Number	Invoice Date	Document Header Text	Gross Amount	Discount	Net Amount
07/26/2012 4	07/26/2012	REZONING REVIEW FEE PSLUSD REVIEW FEE	268.00	0.00	268.00
		Check Total.....			\$268.00



WARNING: Original document has a reflective watermark on reverse side. Hold at an angle to view.

64-1278
611

FLORIDA POWER & LIGHT COMPANY
700 Universe Boulevard
Juno Beach, FL 33408

Check Date: **07/27/2012**

Check No. **5000106045**

BANK OF AMERICA, NA

ONE HUNDRED SEVENTY-FIVE DOLLARS

\$175.00

Void after 180 days

PAY TO THE
ORDER OF

CITY OF PORT ST LUCIE FL
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984

FLORIDA POWER & LIGHT CO

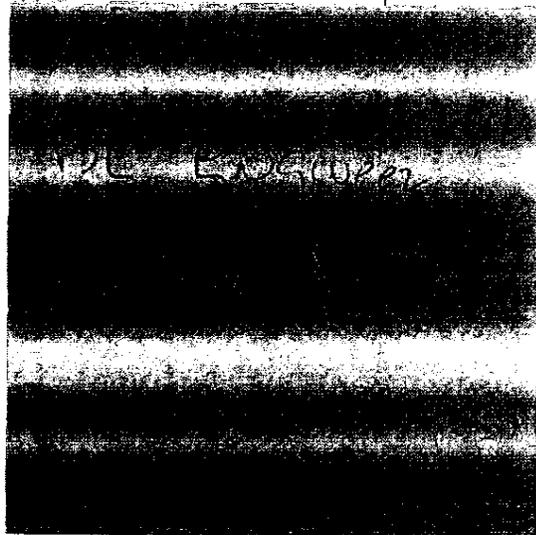
Paul Cutler

⑈5000106045⑈ ⑆061112788⑆ 3299977761⑈

FLORIDA POWER & LIGHT CO
Vendor Name: CITY OF PORT ST LUCIE FL

Check Date : 07/27/2012
Check Number: 5000106045

Invoice Number	Invoice Date	Document Header Text	Gross Amount	Discount	Net Amount
07/26/2012 6	07/26/2012	Treasure Substation Rezoning Engineering Dept. Review Fee	175.00	0.00	175.00
		Check Total.....			\$175.00



June 20, 2012

City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34952

**RE: FPL Electrical Substation Project
10930 Glades Cut-Off Road
Port St. Lucie, FL 34986**

Please be advised that **Rheba Cooper** hereby authorizes Florida Power & Light Company to act as her agent relative to the above referenced property and proposed electrical substation project.

Sincerely,

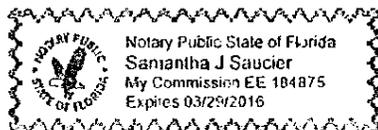
Rheba Cooper

By: Rheba Cooper Rheba Cooper owner 6/20/12
Signature Print name Title Date

**STATE OF FLORIDA
COUNTY OF ST. LUCIE**

The foregoing instrument was acknowledged before me this 20th day of June, 2012 by Rheba Cooper, who is personally known to me and did not take an oath.

[Notary Seal or Stamp]



Samantha J Saucier
Notary Public-State of Florida

Print Name: Samantha J Saucier
My Commission Expires: 3/29/2016

195795

ST. LUCIE COUNTY



This instrument was prepared by:

C. R. McDONALD, JR. Suite 200, Citizens Federal Bldg. 1600 S. Federal Highway FT. PIERCE, FLORIDA 33450

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 8th day of July 1970, Between

GORHAM CONSTRUCTION COMPANY'S EMPLOYEES PROFIT SHARING TRUST, by its Trustees, V. R. GORHAM, JR., JOHN M. GORHAM and WILLIAM C. MORRIS, of the County of St. Lucie, State of Florida, grantor, and

CHARLES W. COOPER and RHEBA COOPER, his wife, whose post office address is Route 4, Box 185, Fort Pierce, Florida of the County of ST. LUCIE, State of FLORIDA, grantee.

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

All that part of the NE 1/4 of Section 21, Township 36 South, Range 39 East, lying West of the Florida East Coast Railway Right of Way. LESS Right of Way deeded to St. Lucie County, as per Deed Book 243, Page 677, recorded in Public Records of St. Lucie County, Florida.

Subject to and assuming the mortgage from Gorham Construction Company's Employees Profit Sharing Trust to William D. Carlton and Frances Carlton, his wife, dated October 7, 1969, recorded in O.R. Book 180, of Page 1077, Public Records of St. Lucie County, Florida, which mortgage the grantees herein assume and agree to pay.

FILED AND RECORDED ST. LUCIE COUNTY, FLA. RECORD VERIFIED

195795 70 JUL 10 AM 8:46

ROGER BOITRAS CLERK CIRCUIT COURT

82.50 16.50

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

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

Handwritten signatures of C.R. McDonald, Jr. and another person.

GORHAM CONSTRUCTION COMPANY'S EMPLOYEES PROFIT SHARING TRUST (Seal)

By: Handwritten signatures of V.R. Gorham, Jr., John M. Gorham, and William C. Morris (Seal)

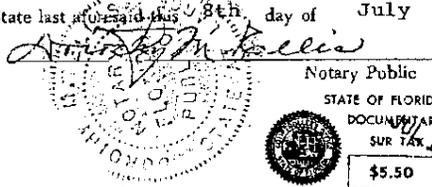
STATE OF FLORIDA COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared V.R. GORHAM, JR., JOHN M. GORHAM and WILLIAM C. MORRIS, Trustees of GORHAM CONSTRUCTION COMPANY'S EMPLOYEES PROFIT SHARING TRUST to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of July 1970

My commission expires:

Notary Public, State of Florida at Large My Commission Expires Nov. 13, 1970



O R BOOK 185 PAGE 2137

\$5.50 SUR TAX

STATE OF FLORIDA DOCUMENTARY SUR TAX

\$11.00 SUR TAX



July 24, 2012

Mr. Daniel Holbrook, AICP
Director of Planning and Zoning
City of Port St. Lucie
121 S.E. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Subject: Florida Power & Light
Treasure Substation – Glades Cut-Off Road

Dear Mr. Holbrook:

Please accept this letter as our authorization for Culpepper & Terpening, Inc. to act as agent in all matters concerning the processing of the proposed Annexation, Comprehensive Plan Amendment, Change in Zoning and Site Plan processing (including Platting) of the proposed Treasure Substation Site, located along the west side of Glades Cut-Off Road in unincorporated St. Lucie County.

Sincerely

Dean J. Girard
Director Corporate Real Estate

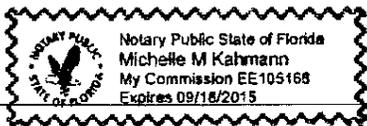
STATE OF: FL

COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me this 24th day of July 2012, by Dean J. Girard who is personally known to me or who has produced _____ as identification.

Michelle M. Kahmann
Signature of Notary

Michelle M. Kahmann
Type or Print Name of Notary



Commission Number (Seat)

Florida Power & Light Company
700 Universe Boulevard, Juno Beach, FL 33408

FLORIDA POWER & LIGHT COMPANY

CORPORATE SECRETARY'S CERTIFICATE

The undersigned, Alissa E. Ballot, Vice President & Corporate Secretary of Florida Power & Light Company, a Florida corporation (the "Company"), hereby certifies that attached hereto as Annex A is a true and correct copy of resolutions (excluding exhibits, if any) adopted by written consent of the Board of Directors of the Company on September 13, 2010, and that such resolutions have not been amended, modified or rescinded and remain in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of July, 2012.



Alissa E. Ballot
Vice President & Corporate Secretary

ANNEX A

FLORIDA POWER & LIGHT COMPANY

**Resolutions Adopted by the Board of Directors
on September 13, 2010**

FLORIDA POWER & LIGHT COMPANY

RESOLUTIONS ADOPTED BY THE
BOARD OF DIRECTORS
ON SEPTEMBER 13, 2010

* * * * *

RESOLVED, that the Company's President and Chief Executive Officer and the Executive Vice President, Finance and Chief Financial Officer, be, and each such officer, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the following agreements, releases and consents (collectively, "Real Estate Agreements"):

- (1) definitive agreements to acquire or sell or dedicate real property, or lease or license Company property, including any part of the personal property located thereon;
- (2) agreements to sell Mitigation Bank Credits from the Company's Mitigation Bank;
- (3) definitive right of way consent agreements to third party land owners that own property upon which the Company has an easement, which agreements grant the right to such landowners to use the Company's easement in a manner that does not have a material adverse effect on the value of the Company's affected property and does not adversely affect the Company's use of its property or property rights;
- (4) definitive agreements to grant easements to governmental agencies or bodies and others, provided that such easements are either for the benefit of the Company or for incidental use by such governmental agencies or bodies and others and are generally with respect to ingress and egress rights for utilities (e.g. water, sewer, gas, telephone and fiber), sidewalks or the like on the Company's properties;
- (5) definitive Releases of Easement, provided said Releases of Easement do not have a material adverse effect on the value of the Company's affected property and do not adversely affect the Company's use of its property or property rights;
- (6) definitive Non-Disturbance Agreements by which the property owners agree not to further encroach into the Company's easement and the Company acknowledges the encroachment without releasing any easement rights;
- (7) definitive subordination agreements;
- (8) definitive licensing agreements, including without limitation collocation-related agreements;
- (9) submerged lands crossing agreements;
- (10) consents to annexation by government bodies; and
- (11) plats requested by government agencies; each of such Real Estate Agreements in such form as, and with such amendments, additions, modifications and corrections as, such officer may approve, such approval (and compliance with the Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such officer of any such Real Estate Agreement; provided that (In each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Fifty Million Dollars (\$50,000,000); and

FURTHER RESOLVED, that each of the Company's Executive Vice President, Engineering, Construction & Corporate Services, Treasurer and

Vice President of Corporate Real Estate be, and each such officer or employee, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Five Million Dollars (\$5,000,000); and

FURTHER RESOLVED, that the Company's Director of Corporate Real Estate be, and such Director hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Five Hundred Thousand Dollars (\$500,000); and

FURTHER RESOLVED, that the Company's Manager of Corporate Real Estate be, and such Manager hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed One Hundred Thousand Dollars (\$100,000); and

FURTHER RESOLVED, that with respect to the leasing and licensing of the Company's land to third parties, as well as the Company's leasing and licensing of other parties' land, the Company's Manager of Project Controls and Asset Management be, and the Manager of Project Controls and Asset Management hereby is, authorized to negotiate the terms of, execute and deliver from time to time definitive lease or license agreements with respect to the Company's property, including any part of the personal property located thereon, in such form as, and with such amendments, additions, modifications and corrections as, such Manager of Project Controls and Asset Management may approve, such approval (and compliance with the relevant Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such Manager of Project Controls and Asset Management of any such agreement, provided that (in each case) the total fair market value of the real estate (including personal property) to be leased

or licensed pursuant to such transactions does not exceed One Hundred Thousand Dollars (\$100,000); and

FURTHER RESOLVED, that each of the Company's Corporate Real Estate Area Managers be, and each such Area Manager, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time-to-time annexation agreements, plats, right-of-way consent agreements, easements, releases of easements, non-disturbance agreements and subordination agreements (collectively, the "Area Manager Documents"), in such form as, and with such amendments, additions, modifications and corrections as, such Area Manager may approve, such approval (and compliance with the relevant Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such Area Manager of any such Area Manager Document; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be made the subject of any such Area Manager Document does not exceed Twenty-Five Thousand Dollars (\$25,000); and

FURTHER RESOLVED, that each of the officers of the Company, the Vice President of Corporate Real Estate, the Director of Corporate Real Estate and the Manager of Project Controls and Asset Management, be, and each such person hereby is, authorized and empowered to take, or cause to be taken, for and in the name and on behalf of the Company, all such further action, and to execute and deliver, or cause to be executed and delivered, for and in the name and on behalf of the Company, all such instruments and documents as such person may deem necessary or appropriate in order to effect the purpose and intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments, as the case may be, by or under the direction of such person); and

FURTHER RESOLVED, that, from and after the date hereof, the foregoing resolutions supersede the authorities granted in all prior resolutions concerning the subject matter thereof, including without limitation the resolutions of the Board of Directors adopted by unanimous written consent effective on and as of May 31, 2006.

* * * * *

FLORIDA POWER & LIGHT COMPANY

CERTIFICATE AS TO SIGNATURE AND INCUMBENCY OF EMPLOYEE

The undersigned, Alissa E. Ballot, Vice President & Corporate Secretary of Florida Power & Light Company, a Florida corporation (the "Company"), hereby certifies that the person whose name, title and signature appears below is a duly acting employee of the Company and holds, on the date hereof, the title set forth opposite his name and the signature appearing opposite his name is a genuine facsimile of the signature of such employee:

Name

Title

Signature

Dean Girard Director Corporate Real Estate



IN WITNESS WHEREOF, I have hereafter signed my name on this 25th day of July, 2012.



Alissa E. Ballot
Vice President & Corporate Secretary

LEGAL DESCRIPTION

Being a parcel of land lying in Section 21, Township 36 South, Range 39 East St. Lucie County, Florida, being more particularly described as follows;

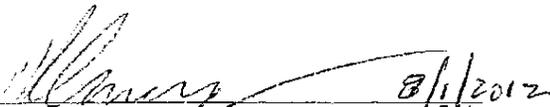
Commence at the North 1/4 corner of said Section 21, Township 36 South, Range 39 East; thence North 89°21'07" East, along the North line of said Section 21, a distance of 1140.44 feet to the POINT OF BEGINNING of the following described parcel;

Thence North 89°21'07" East, a distance of 915.76 feet; thence South 44°45'15" West, a distance of 1,149.86 feet; thence North 45°14'45" West, a distance of 264.40 feet; thence North 07°30'02" East, a distance of 625.39 feet to the POINT OF BEGINNING.

Containing 9.997 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.


Michael T. Kalodziejczyk
Professional Surveyor & Mapper
Florida Certificate No. 3864
8/1/2012
Date

Sheet 1 of 2

DESCRIPTION
OF
FP&L PARCEL

File: 12-121s&d
fpl.dwg
Date: 7-20-2012

Tech: GLM

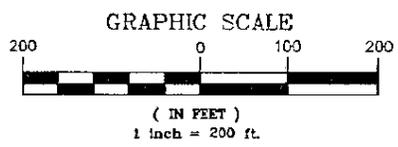
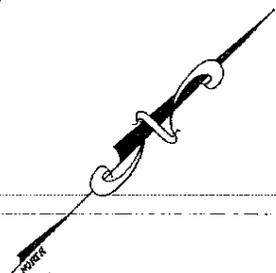
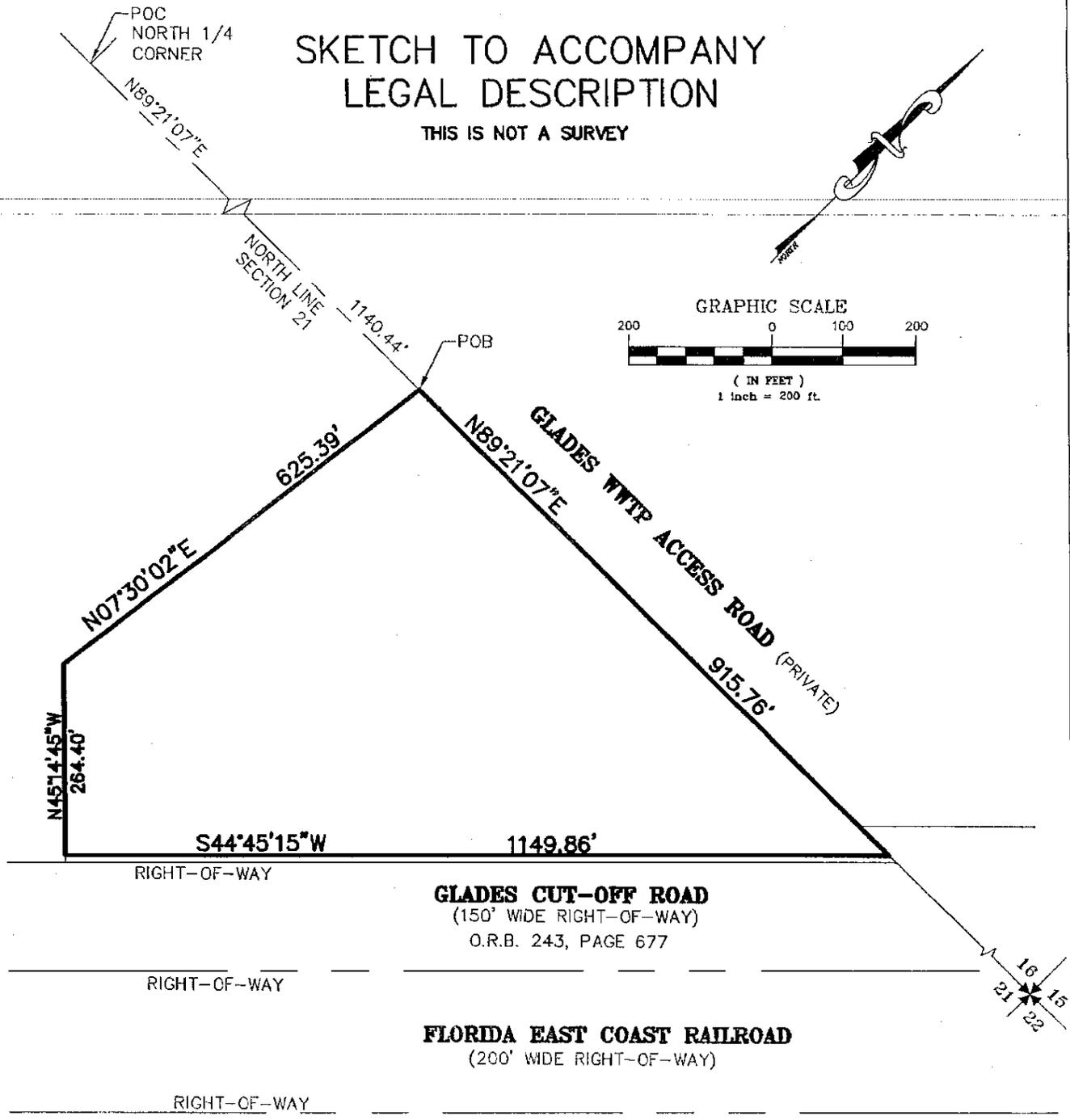


CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION NO. 12 038

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATIVE TO THE
NORTH LINE OF SECTION 21 HAVING A BEARING OF
N89°21'07"E

PL - Treasure Substation - Glades Cut-off Road Survey 12-121s&d fpl 10 ac. cont'd pld
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SKETCH OF DESCRIPTION
OF
FP&L PARCEL

File: 12-121s&d
fpl.dwg
Date: 7-20-2012
Tech: GLM



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151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772 220 3576 • FAX 772 464 9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. 13 174

1
2
3 **ANNEXATION AGREEMENT**
4
5

6 **THIS ANNEXATION AGREEMENT** ("Agreement") is made and entered into this _____ day of
7 _____, 2012 by and among Florida Power & Light Company, a Florida
8 Corporation, ("FPL"); and the City of Port St. Lucie, a Florida municipal corporation ("City"),
9 (collectively "Parties.")
10

11 **WHEREAS**, the City is a Florida municipal corporation located within St. Lucie County, Florida;
12 and
13

14 **WHEREAS**, FPL is the contract purchaser of approximately 50 acres of real property in
15 unincorporated St. Lucie County, Florida ("Annexation Property" or "Property") which is more
16 particularly described in the attached **Exhibits "A" and "B"** and which shall be annexed into
17 the City as a condition of this Agreement and shall be subject to the terms of this Agreement
18 with the City; and
19

20 **WHEREAS**, FPL seeks to obtain for the Annexation Property the benefits and privileges of
21 inclusion within the boundaries of the City which include the designation of the Annexation
22 Property on the City's Future Land Use Map, assignment of zoning categories to allow the most
23 appropriate development use of the Annexation Property and the provision of all services,
24 facilities, and utilities as are available to all property owners in the City; and
25

26 **WHEREAS**, the Annexation Property as shown on **Exhibit "C"** is contiguous to the boundaries
27 of the City and otherwise satisfies all requirements for voluntary annexation as set forth in
28 Chapter 171, Florida Statutes; and
29

30 **WHEREAS**, the Future Land Use designation on the St. Lucie County Future Land Use Map for
31 the Annexation Property is AG 2.5 (Agriculture / .4 du/ac); and

1
2 **WHEREAS**, the City has found and determined that the City's interest shall be best served by
3 annexing the Property into its municipal boundaries and by entering into this Agreement to
4 ensure that the proposed development of the Annexation Property is in accordance with the
5 City's Comprehensive Plan and land development regulations; and
6

7 **WHEREAS**, FPL desires to confirm the status of the Annexation Property should it be
8 incorporated into the municipal boundaries of the City; and
9

10 **WHEREAS**, the City is entering into this Agreement pursuant to the authority of the Florida
11 Constitution (including Article VIII, Section 2(b) and (c) thereof), the general powers conferred
12 upon municipalities by statute and otherwise (including Chapter 166, Florida Statutes), and the
13 City's charter; and
14

15 **NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein
16 and other good and valuable consideration, the receipt and sufficiency of which are hereby
17 acknowledged, the City and FPL agree as follows:
18

19 **1. Recitals.**
20

21 The foregoing recitations are true and correct and are hereby incorporated herein by reference.
22 All exhibits to this Agreement are hereby deemed a part hereof.
23

24 **2. Owners.**
25

26 FPL is the contract purchaser of the property described in the attached **Exhibits "A" and "B"**
27 and warrants to the City that it has the lawful authority to submit a petition for voluntary
28 annexation into the City.
29

30 **3. Annexation.**
31

32 (a) Petition.

1
2 On July 31, 2012, FPL filed a petition for voluntary annexation in accordance with
3 Section 171.044, Florida Statutes, requesting that the City annex into the
4 municipal boundaries of the City the property described in the attached Exhibits
5 "A" and "B". It is the desire of FPL that the annexation be accomplished as
6 rapidly as possible. In that regard, the Parties agree that the annexation
7 ordinance shall be properly noticed in accordance with Section 171.044(2),
8 Florida Statutes, and scheduled for second reading on October 8, 2012.
9

10 (b) Development Plans for Annexation Property:

11
12 FPL intends to develop the Annexation Property in accordance with the following
13 development plan ("Development Plan"):
14

15 (i) FPL intends to obtain approval from the City for a two (2)-lot subdivision of
16 the Annexation Property.
17

18 (ii) FPL intends to construct a regional utility substation on 10 acres of the
19 Annexation Property, with the remaining 40 acres (mol) of the Annexation
20 Property, retaining its present agricultural use. Future uses on this
21 remainder area will be addressed at a later time in accord with applicable
22 City codes and regulations.
23

24 (c) The City acknowledges and agrees that pursuant to Section 171.062, Florida
25 Statutes, the existing St. Lucie County Future Land Use Map designations and
26 zoning classifications shall govern the development of the Annexation Property
27 until the City adopts a Comprehensive Plan amendment and a zoning
28 designation regulating said lands.
29

30 (d) Payment of Public Facilities Fee.
31

32 In the event that FPL, or any successor in interest to all or part of the Annexation

1 Property, elects to undertake residential development on any part of the
2 Annexation Property, FPL, or any successor in interest to all or part of the
3 Annexation Property on which the residential development is to take place,
4 agrees to pay the City the aggregate amount of One Thousand, Two Hundred
5 Dollars (\$1,200) per residential dwelling unit approved pursuant to the
6 development plan for that Property, as consideration to ensure that adequate
7 public facilities (excluding water, wastewater and irrigation) exist to serve the
8 Property and to provide concurrency for development pursuant to the proposed
9 land use.

10
11 Excepting the initial two (2) lot subdivision of the Annexation Property, as any
12 plat resubdividing the Annexation Property is presented to the City for final action
13 that would further divide the property into developable lots or parcels for
14 residential purposes, FPL or any successor in interest to all or part of the
15 Annexation Property, shall pay to the City the amount due for such platted/re-
16 platted area in accordance with the following calculation prior to the recordation
17 of such plat in the Public Records of St. Lucie County.

- 18
19 (i) Individual platted lots: multiply the number of residential lots depicted on
20 such plat by \$1,200.
21 (ii) Multi-family tracts: multiply the number of projected residential units to be
22 located on the tract or parcel created by the plat by \$1,200.
23

24 At FPL's, or any successor in interest to all or part of the Annexation Property,
25 option, these payments may be accelerated, as applicable to the individual
26 properties owned by FPL, their successors or assigns.
27

28 **4. Development of the Annexation Property.**

29
30 (a) Subdivision of Property

31
32 The Parties acknowledge that the Annexation Property is intended to be

1 subdivided in accord with the regulations of the City of Port St. Lucie Zoning
2 Code.

3
4 (b) Wetlands:

5
6 The City acknowledges and agrees that the rules and regulations of the Florida
7 Department of Environmental Protection; South Florida Water Management
8 District and the Army Corps of Engineers, as applicable, shall govern all wetland
9 jurisdictional determinations and any related wetlands mitigation and that any
10 wetland permit issued by the Florida Department of Environmental Protection,
11 South Florida Water Management District and the Army Corps of Engineers for
12 any portion of the Annexation Property shall satisfy all City wetland permitting
13 requirements for the portion of the Annexation Property subject to such permit.
14

15 (c) Permitting and Permit Review:

16
17 As provided herein, the Parties recognize and agree that certain provisions of
18 this Agreement shall require the City and/or its boards, departments or agencies,
19 acting in their governmental capacity, to consider certain changes in the City's
20 Comprehensive Plan, zoning ordinances or other applicable City codes, plans or
21 regulations. All such considerations and actions shall be undertaken in
22 accordance with established requirements of state statutes and City ordinances,
23 including notice and hearing requirements. Nothing in this Agreement is
24 intended to limit or restrict the powers and responsibilities of the City in acting on
25 applications for Comprehensive Plan changes and applications for other
26 development approvals. The Parties further recognize and agree that these
27 proceedings shall be conducted openly, fully, freely and fairly in accordance with
28 law and with both procedural and substantive due process to be accorded the
29 applicant and any member of the public. Nothing contained in this Agreement
30 shall entitle FPL, its successors or assigns, to compel the City to take any
31 actions, save, and except to timely and fair process such applications.
32

1 (d) Access to site:
2

3 City and FPL agree the City will grant to FPL an access easement, or equivalent
4 access authorization, along the City's Glades Cut-Off Road Wastewater
5 Treatment Facility access road to provide for primary access to Lot 1 of the
6 proposed two (2)-lot subdivision to the Annexation Property. Access to Lot 2 of
7 the proposed two (2)-lot subdivision shall be integrated either into the adjoining
8 Lufts Grove PUD site or onto Glades Cut-Off Road opposite the existing west
9 entry road into The PGA/Reserve (Reserve Boulevard). Both parties
10 acknowledge that access connections onto Glades Cut-Off Road (a County
11 maintained roadway) may require permitting through St. Lucie County.
12

13 **7. Stormwater.**
14

15 (a) The Parties agree that all construction activities shall be in accordance with the
16 Florida Department of Environmental Protection and South Florida Water
17 Management District regulations and standards, as applicable. Site-specific
18 flood elevations shall be determined using the design criteria as established by
19 the City through accepted flood routing practices.
20

21 (c) City agrees that, notwithstanding any regulations to the contrary, no portion of
22 the Annexation Property shall be assessed for any City mandated stormwater
23 utility assessment until that portion of the annexation Property has been:

- 24 (i) replatted for urban development; and,
25 (ii) no longer used for agriculture or agricultural related purposes.
26

27 **8. Utilities.**
28

29 (a) The City desires to provide municipal utility services to the Annexation Property,
30 including water, wastewater, and reclaimed irrigation quality water. The City
31 represents that the City has sufficient existing plant capacity to provide same to
32 the Property, or shall plan for adding the necessary new capacity to address the

1 demands of the Annexation Property through an amendment of the City's
2 existing consumptive use permit as issued by the South Florida Water
3 Management District. FPL acknowledge that they shall be required to enter into
4 a specific utility service agreement with the City before the City can consider
5 granting any Final Development Order approvals for any development activities
6 on the Property that require water, wastewater or reclaimed irrigation water
7 services. Said agreements shall include, but not be limited to, a utility service
8 agreement that provides for FPL's reservation of line and plant capacities.
9

10 **9. Future Land Use.**
11

12 (a) Concurrent with the submission of this Agreement, the City acknowledges that an
13 application requesting an amendment to the City's Comprehensive Plan and
14 Future Land Use Map to designate a portion of the Annexation Property to a
15 compatible future land use will be submitted by FPL to the City for that portion of
16 the Annexation Property to be referred to as Lot 1. The City agrees to review
17 and consider the adoption of the requested Comprehensive Plan amendment as
18 required by Chapter 163, Florida Statutes. The City further agrees to complete
19 its review and consideration of the Comprehensive Plan amendment and to
20 otherwise proceed as required by Chapter 163, Florida Statutes, and to consider
21 the rezoning of a portion of any of the Annexation Property consistent with its
22 Comprehensive Plan designation as required by Chapter 163, Florida Statutes, in
23 accordance with City policies. Nothing in this Agreement is intended to either
24 limit or restrict the powers and responsibilities of the City in acting on applications
25 for Comprehensive Plan changes and applications for other development, nor
26 affect the rights of FPL at law or equity.
27

28 (b) Within twelve (12) months of the completion of the annexation into the City of
29 the property described in the attached Exhibits A and B, FPL, their successors
30 or assigns, agree that an application requesting an amendment to the City's
31 Comprehensive Plan and Future Land Use Map designating to the remainder
32 portion of the Annexation Property into a compatible City Future Land Use

1 classification will be submitted to the City by FPL, their successors or assigns.
2 The City agrees to review and consider the adoption of the requested
3 Comprehensive Plan amendment as required by Chapter 163, Florida Statutes.
4 The City further agrees to complete its review and consideration of the
5 Comprehensive Plan amendment and to otherwise proceed as required by
6 Chapter 163, Florida Statutes, and to consider the rezoning of a portion of any of
7 the Annexation Property consistent with its Comprehensive Plan designation as
8 required by Chapter 163, Florida Statutes, in accordance with City policies.
9 Nothing in this Agreement is intended to either limit or restrict the powers and
10 responsibilities of the City in acting on applications for Comprehensive Plan
11 changes and applications for other development, nor affect the rights of FPL at
12 law or equity.

13
14 **10. Assistance by City.**

15
16 The City hereby agrees to support a continued greenbelt exemption for ad valorem tax
17 purposes for any portion of the Annexation Property used for agricultural purposes prior
18 to platting. Moreover, nothing contained herein shall prohibit or preclude the use of the
19 Annexation Property or any portion thereof for agriculture or agriculture related
20 purposes.

21
22 **11. Impact Fee Credits.**

23
24 (a) If County regulated impact fees are imposed on the development property, the
25 City agrees not to object to FPL's request for any impact fee credits that may be
26 available to FPL, their successors or assigns, as may be provided for under the
27 County Impact Fee Ordinances in effect at the time of application.

28
29 (b) The City agrees that it may provide credit to FPL against impact fees imposed by
30 the City for the value of public improvements constructed by or paid for by FPL
31 for improvements or facilities in excess of what is required by development of the
32 Property.

1
2 **12. Default/Enforcement.**
3

4 Any material breach of any of the terms and conditions under this Agreement by any
5 FPL, including their successor or assigns, which is not cured within thirty (30) days after
6 written notice from the City (provided as to non-monetary breaches which cannot
7 reasonably be cured within the thirty (30) day period such period shall be extended if the
8 cure is commenced within such thirty (30) days and the defaulting party is proceeding
9 with due diligence for such period of time reasonably required to complete such cure)
10 shall entitle the City to seek any remedy available at law or in equity including injunctive
11 and/or mandamus relief and shall result in no further reviews or approvals of any
12 development applications, nor issuance of any building permits.
13

14 **13. Time of the Essence.**
15

16 The Parties covenant that time is of the essence. Each party shall immediately
17 commence all actions necessary to fulfill their respective obligations under this
18 Agreement.
19

20 **14. Covenants Running with the Land and Successors and Assigns.**
21

22 The obligations imposed and entitlements created pursuant to this Agreement shall run
23 with and bind the Annexation Property, as covenants running with the land and this
24 Agreement shall be binding upon and enforceable by and against the Parties hereto,
25 their personal representatives, heirs, successors, grantees, and assigns.
26

27 **15. Attorneys' Fees; Waiver of Trial by Jury.**
28

29 Should any party to this Agreement bring an action against any other party to enforce
30 any provision of this Agreement, the prevailing party in said action shall be entitled to
31 recover its reasonable attorneys' fees and court costs in all trial and appellate
32 proceedings. Further, in the event of any litigation relating to this Agreement, each party

1 hereby waives any right to a trial by jury as to any issues raised in such litigation.

2
3 **16. Notices.**

4
5 Every notice, demand, consent, approval or other document or instrument required or
6 permitted to be given to any party to this Agreement shall be in writing and shall be
7 delivered in person or sent by registered or certified mail, postage prepaid, return receipt
8 requested, to the following address (or such other address as any party may designate
9 from time to time in writing).

10
11 Add Contacts for the parties

12
13 For the City City Manager
14 121 S.W. Port St. Lucie Boulevard
15 Port St. Lucie, Florida 34984

16
17 With a copy to City Attorney
18 121 S.W. Port St. Lucie Boulevard
19 Port St. Lucie, Florida 34984

20
21 For the Developers Greg A. Hall, Manager
22 Property Development & Siting
23 Florida Power & Light Co.
24 700 Universe Boulevard, Dept TS-4/JW
25 Juno Beach, Florida 33408
26 Phone: 561-904-3675

27
28 With a copy to Patricia Lakhia, Senior Attorney
29 Florida Power & Light Co.
30 700 Universe Boulevard, Dept Law/JB
31 Juno Beach, Florida 33408
32 Phone: 561-304-5261

1
2 This foregoing is not intended to require that notice of the approval or denial of
3 development permits be given as provided for in this provision.
4

5 **17. Recording.**

6
7 This agreement shall be recorded, by FPL, with the Clerk of the Circuit Court for St.
8 Lucie County within fourteen (14) days after all Parties have executed the Agreement.
9 FPL shall be responsible for the recording costs of this Agreement.
10

11 **18. Effective Date.**

12
13 This Agreement shall become effective upon the approval by the City.
14

15 **19. Miscellaneous.**

16
17 (a) Terms and Words.

18
19 All terms and words used in this Agreement regardless of the number and
20 gender in which used, shall be deemed to include any other gender or number as
21 the context or the use thereof may require.
22

23 (b) Severability.

24
25 If any provisions of this Agreement are held to be invalid, void, or unenforceable,
26 the remaining provisions of this Agreement shall not be affected or impaired and
27 each remaining provision shall remain in full force and effect. In the event that
28 any term or provision of this Agreement is determined by appropriate judicial
29 authorities to be illegal void or otherwise invalid, said provision shall be given its
30 nearest legal meaning or be construed as deleted as such authority determines
31 and the remainder of this Agreement shall be construed to be in full force and
32 effect.

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(c) Headings.

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

(d) Counterparts.

This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

(e) Governing Law.

This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation between the Parties related to this Agreement shall be St. Lucie County, Florida.

20. Permits, Conditions, Terms, or Restrictions.

The failure of this Agreement to address a particular permit, condition, term, or restriction existing at the time of execution of this Agreement shall not relieve Developers of the necessity of complying with the law governing said permitting requirement, condition, term, or restriction.

21. Amendments.

This Agreement shall not be changed, modified, or amended except by an instrument in

1 writing and executed by the Parties, or their successors and assigns. Amendments to
2 this Agreement shall be recorded, by the Developer or Developers, with the Clerk of the
3 Circuit Court for St. Lucie County within fourteen (14) days after all Parties have
4 executed the Agreement. Developer or Developers shall be responsible for the
5 recording costs of this agreement.
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1 **IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and
2 year first above written.

3
4
5
6
7 **CITY OF PORT ST. LUCIE, a**
8 **Florida Municipal Corporation**

9
10
11 By: _____
12 JoAnn M. Faiella, Mayor

13
14 **ATTEST:**

15
16
17 _____
18 Karen Phillips, City Clerk

19
20
21 **APPROVED AS TO FORM**
22 **AND CORRECTNESS:**

23
24
25 _____
26 Roger G. Orr, City Attorney

27
28
29
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Annexation Agreement
City of Port St. Lucie (P12-102)

October 8, 2012
Page 15

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FLORIDA POWER & LIGHT COMPANY
a Florida Corporation

WITNESSES:

Witness
Print Name: _____

By: _____

Witness
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____,
20__ by _____ as _____ of FLORIDA POWER & LIGHT
COMPANY, a Florida Corporation. He is personally known to me or has produced
_____ as identification.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

Annexation Agreement
City of Port St. Lucie (P12-102)

October 8, 2012
Page 17

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EXHIBIT A

Parcel ID Number; Legal Description and Acreage of Property

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9 **PARCEL I.D. NUMBERS:**

10 3321-112-0000-000/9
11
12

13
14 **LEGAL DESCRIPTION:**
15

16 All that part of the Northeast one-quarter (NE 1/4) of Section 21, Township 36 South, Range
17 39 East St. Lucie County, Florida, lying West of the Florida East Coast Railway right-of-way,
18 LESS right-of-way deeded to St. Lucie County, as per Deed Book 243, Page 677, of the
19 Public Records of St. Lucie County, Florida.
20
21

22
23
24 **ACERAGE:**
25

26 49.324 acres
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EXHIBIT B

Boundary Survey of Annexation Property

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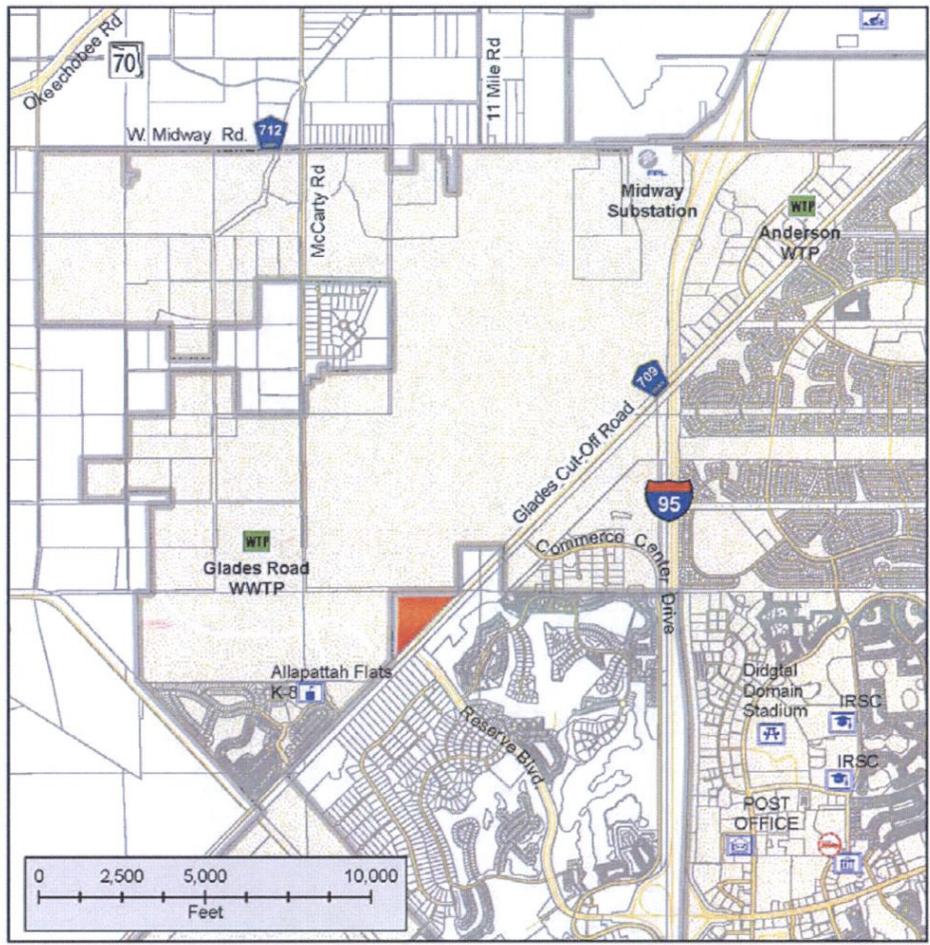
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EXHIBIT C

Location Map

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July 31, 2012

Legend

- Annexation Property
- City of Port St. Lucie

FIGURE - 1
Location Map
wide view

 **Treasure Substation**

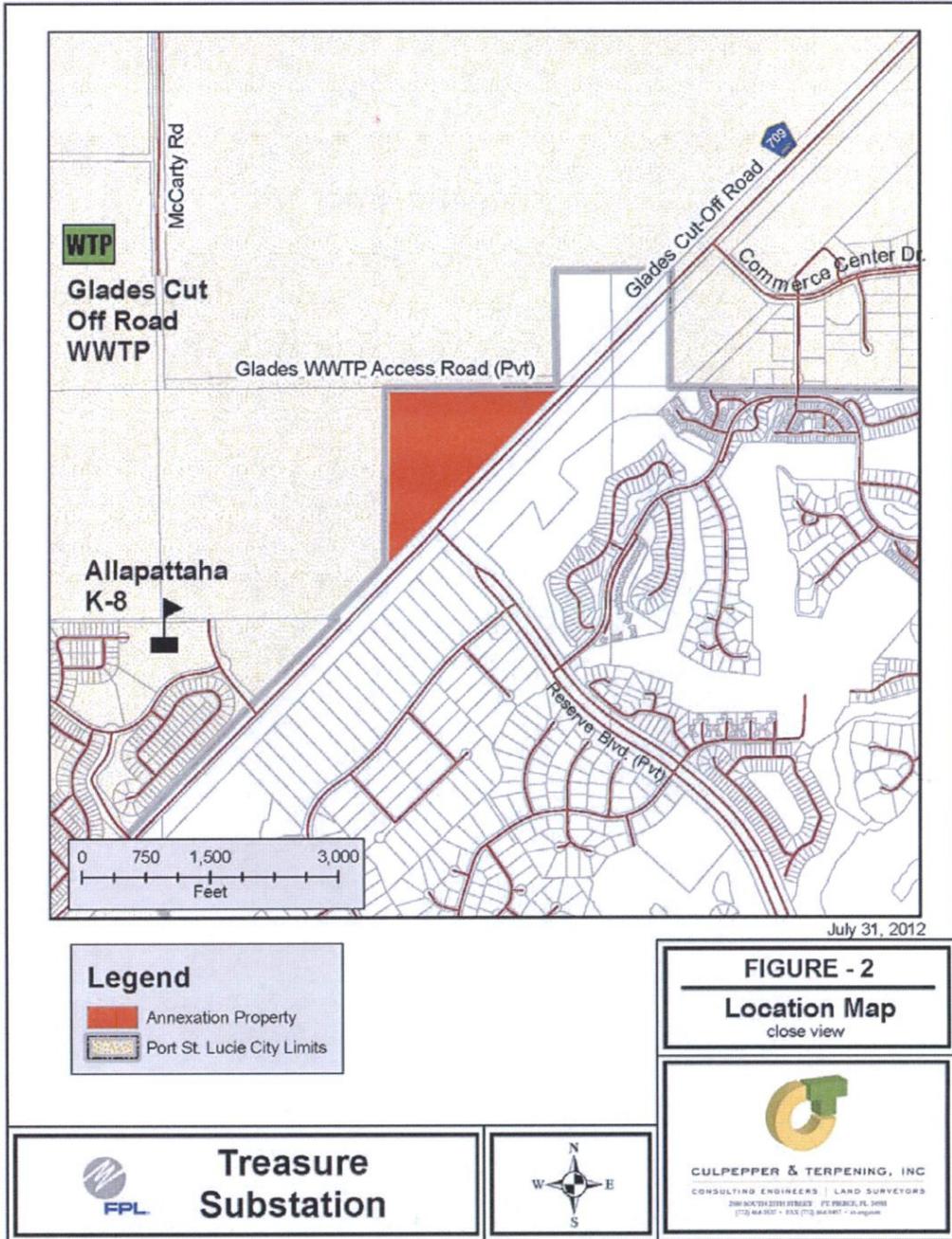



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2000 N. US HWY 1, SUITE 200, PORT ST. LUCIE, FL 34956
(888) 888-8888 | FAX (888) 888-8888 | www.culpepper.com

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July 31, 2012

Legend

-  Annexation Property
-  Port St. Lucie City Limits

FIGURE - 3
Site Aerial



Treasure Substation

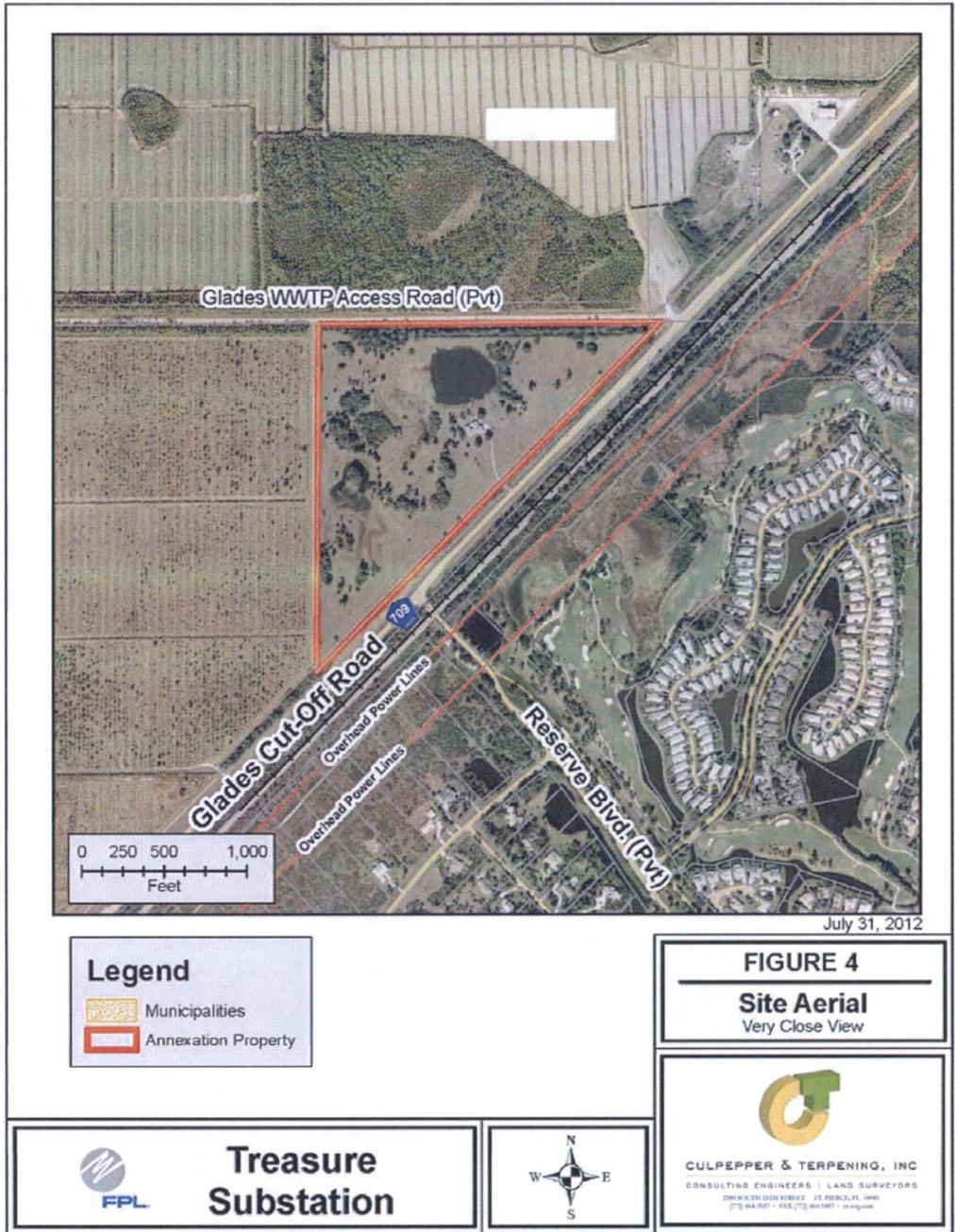



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END OF DOCUMENT

Presented to:
City of Port St Lucie Planning & Zoning Department
121 SW Port St Lucie Boulevard
Port St Lucie, Florida 34984

**APPLICATION FOR
ANNEXATION INTO THE
CITY OF PORT ST. LUCIE**

For

**FLORIDA POWER & LIGHT
TREASURE SUBSTATION**

For

Florida Power & Light, Co.
PO Box 14000
Juno Beach, FL 33408

Prepared by:
Culpepper & Terpening, Inc.
2980 South 25th Street
Ft. Pierce, Florida 34982
(772) 464-3537

July 31, 2012
(Revised August 21, 2012)

City of Port St. Lucie Project No.:P12-102

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SECTION I

GENERAL PROJECT DESCRIPTION

The Florida Power & Light Company (FPL) is seeking the voluntary annexation into the City of Port St. Lucie of a 50 acre (mol) parcel of land located along the west side of Glades Cut-Off Road, north/northeast of the west end of Reserve Boulevard up to the entry road into the Glades Road WWTP Facility. The purpose of the requested annexation is to consolidate the existing City Limit Lines along the Glades Cut-Off Road by removing one of the small "pocket areas" that are found along this corridor.

The current St. Lucie County Future Land Use designation on the petition property is AG-2.5 (Agriculture, .4 du/ac). The current St. Lucie County zoning designation on the petition property is AG-2.5 (Agriculture, .4 du/ac). Concurrent with this petition for annexation, we are submitting applications to the City of Port St. Lucie for a change in Future Land Use and Zoning to the (U) Utilities Future Land Use and Zoning districts for a portion of the annexation property.

Upon the completion of the annexation process, FPL intends to obtain approval from the City for a two (2)-lot subdivision of the Annexation Property. FPL intends to construct a regional utility substation on 10 acres of the Annexation Property, with the remaining 40 acres (mol) of the Annexation Property to retain its present agricultural use. Future uses on this remainder area will be addressed at a later time.

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SECTION II
ANNEXATION
PROJECT CHECKLIST

1. Legal Description, Parcel I.D. Number and Acreage of Property.

Parcel I.D. Numbers:

3321-112-0000-000/9

Legal Description:

All that part of the Northeast one-quarter (NE 1/4) of Section 21, Township 36 South, Range 39 East St. Lucie County, Florida, lying West of the Florida East Coast Railway right-of-way, LESS right-of-way deeded to St. Lucie County, as per Deed Book 243, Page 677, of the Public Records of St. Lucie County, Florida.

Acreage:

49.324 acres

2. Copy of Deed and Authorization by Owners.

Please refer to Exhibit B for the Owner Consent and the required Agent Authorization letter. Please refer to Exhibit C for a copy of the Property Deed.

3. Intended Use of the Property.

- (i) FPL intends to obtain approval from the City for a two (2)-lot subdivision of the Annexation Property.
- (ii) FPL intends to construct a regional utility substation on 10 acres of the Annexation Property, with the remaining 40 acres (mol) of the Annexation Property, retaining its present agricultural use. Future uses on this remainder area will be addressed at a later time.

4. Copy of a Survey.

Please refer to Exhibit D for a copy of the Site Boundary Survey.

5. General Location Map.

Please refer to Exhibits E and E2 for a copy of the General Location Map.

6. Current County Future Land Use Designation – Include County Land Use Map.

The existing Future Land Use designation of the Annexation Property is AG 2.5 (Agriculture / .4 du/ac). Please refer to Exhibit F for the County Land Use Map.

7. Current County Zoning Classification – Include County Zoning Map.

The existing Zoning designation of the Annexation Property is AG 2.5 (Agriculture / .4 du/ac). Please refer to Exhibit G for the County Zoning Map.

8. List of Unique or Environmentally Sensitive Features.

There is a potential wetland area in the western 2/3 of the petitioned property. There is a scattering of pines throughout the property, but most of the site is open and being used for pasture purposes. The site has not been identified in any adopted list of sensitive or endangered environmental lands by either St. Lucie County or the City of Port St. Lucie.

The entire site for which annexation is proposed is located in Flood Zone X, as identified by FEMA Maps No. 12111-C-0254-J and 12111-C-0260-J. Please refer to Exhibit H for the generalized flood map identification. Please note as the subject properties are not in a designated 100 Year, or more frequent, flood zone, the specific FEMA maps for this are unpublished.

9. Description of Provision of Public Utilities – Sewer, Water, Drainage.

The property is located within the Port St. Lucie Utility Systems Department (PSLUSD) service area. Both potable water distribution and sanitary sewer collection services are available to the site.

The water demand and wastewater flow that will be generated by this property is based on the minimum level of service standards set out in the adopted Comprehensive Plan for the City of Port St. Lucie.

For the purpose of this assessment, the following land use assumptions have been used to gauge the potential impacts of this sites development

- (i) proposed lot 1 – 6,500 sq feet of habitable area (industrial based uses)
- (ii) proposed lot 2 – 200,000 sq ft of habitable area (mixed industrial/commercial use)

POTABLE WATER USE - NON-RESIDENTIAL								
land use type	existing 2012		Phase I 2012 - 2015		Phase II 2015 - 2025		Total	
	unit of measure	estimated potable water consumption/ phase (gpd)	unit	estimated potable water consumption/ phase (gpd)	unit	estimated potable water consumption/ phase (gpd)	unit	estimated potable water consumption/ total (gpd)
Retail	-	-	-	-	-	-	-	-
Hotel	-	-	-	-	-	-	-	-
Office	-	-	-	-	65,000	7,800	65,000	7,800
Industrial	-	-	6,500	975	145,000	21,750	151,500	22,725
School	-	-	-	-	-	-	-	-
Civic/Park	-	-	-	-	-	-	-	-
TOTAL	-	-	-	975	-	29,550	-	30,525

WASTERWATER GENERATION - NON-RESIDENTIAL (Specify by CH 28-24 F.A.C. Land Use Type)								
land use type	existing 2012		Phase I 2012 - 2015		Phase II 2015 - 2025		Total	
	unit	estimated wastewater generation/ phase	unit	estimated wastewater generation/ phase	unit	estimated wastewater generation/ phase	unit	estimated wastewater generation/ total
Retail	-	-	-	-	-	-	-	-
Hotel	-	-	-	-	-	-	-	-
Office	-	-	-	-	65,000	6,630	65,000	6,630
Industrial	-	-	6,500	829	145,000	18,488	-	19,316
School	-	-	-	-	-	-	-	-
Civic/Park	-	-	-	-	-	-	-	-
TOTAL	-	-	-	829	-	25,118	-	25,946

The property will be served by the "James Anderson" Water Treatment Plant (LTC Ranch site) and the Glades Cut-Off Road Wastewater Treatment Plant.

Site Drainage is generally to the north, to an existing ditch along the north property line and then to the west. Ultimate flows are to the north in the canals adjacent to the Glades Cut-Off Road WWTP

All future development on this property will comply with the applicable rules and regulations of the Florida Department of Environmental Protection, South Florida Water Management District, the Army Corps of Engineers, and the City of Port St. Lucie.

Please refer to Exhibit H, for an identification of the petitioned properties FEMA Flood Zone designation. The petitioned property is located in Flood Zone X (FEMA Maps No. 12111-C-0254-J and 12111-C-0260-J). Flood Zone X is considered to be the 500 Year Flood Zone, and there are no minimum flood elevations to be complied with, other than what is set out in local development regulations. Any new construction, or substantial improvement to any existing structure or use on this site following the sites annexation, will comply with all applicable provisions of the City's Flood Protection Regulations, which include full demonstration of consistency with the City's request for a locally determined base flood elevation.

10. Fee: (See "Fee Schedule")

A check payable to the City of Port St. Lucie in the amount of \$ 4,726.40 has been provided to the City of Port St. Lucie Planning Department with this application. A copy of the required filing fee is found in the attached **Exhibit A**.

11. Provide a Legal Opinion that the Annexation Request is Incompliance with Florida Statutes Chapter 171.

Please refer to **Exhibit I** for a copy of the Legal Opinion.

12. Electronic Copy of the Text Legal Description (MS Word Format).

Electronic copies of all submission materials have been provided concurrent with the filing of this application.

Exhibit A

Annexation Application

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APPLICATION FOR ANNEXATION

CITY OF PORT ST. LUCIE
 Planning & Zoning Department
 121 SW Port St. Lucie Boulevard
 Port St. Lucie, Florida 34983
 772-871-5212 FAX 772-871-5124

FOR OFFICE USE ONLY
 Planning Dept
 Fee (non-refundable) _____
 Receipt # _____

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

PRIMARY CONTACT EMAIL ADDRESS: pferland@ct-eng.com

PROPERTY OWNER

Name: Florida Power & Light Company
 Address: P.O. Box 14900
Juno Beach, Florida 33408-0420
 Telephone No.: 561-904-3632 FAX No.: 561-904-3710

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON.

Name: Florida Power & Light Company attn: Jack McNeal
 Address: P.O. Box 14900
Juno Beach, Florida 33408-0420
 Telephone No.: 561-904-3632 FAX No.: 561-904-3410

AGENT OF OWNER (if any)

Name: Culpepper & Terpening, Inc. (attn: P Ferland)
 Address: 2980 South 25th Street
11 Picree, Florida 34981
 Telephone No.: 772-464-3557 FAX No.: 772-464-9497

PROPERTY INFORMATION:

Boundary Description	See attached		
Property Tax ID Number(s)	3321-1120000-000-9		
Current County Land Use(s)	VG-25	Proposed Land Use(s)	See attached
Current County Zoning(s)	VG-25	Acreage of Property	49.524
Describe Proposed Use Of The Land	See attached		

Jack McNeal Signature of Owner Dean J. Girard (Print Full Name) 7/24/12 Date

*All owners must sign a petition for annexation. 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 all public facilities is needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

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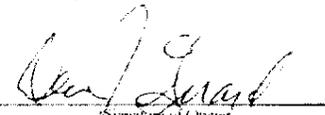
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APPLICATION FOR ANNEXATION INTO THE CITY SUMMARY INFORMATION

ADDRESS A LETTER TO THE DIRECTOR OF PLANNING AND ZONING, AND INCLUDE THE FOLLOWING INFORMATION:

1. Legal description, parcel I.D. number, and acreage of property;
2. Copy of deed and authorization by owners;
3. Intended use of the property;
4. Copy of a survey;
5. General location map;
6. Current County future land use designation - include County Land Use Map;
7. Current County zoning classification - include County Zoning Map;
8. List of unique or environmentally sensitive features;
9. Description of provision of public utilities - sewer, water, drainage;
10. Fee: (See "Fee Schedule").
11. Provide a legal opinion that the annexation request is in compliance with Florida Statutes Chapter 171.
12. Electronic copy of the text legal description (MS Word format).
13. A statement specifying the population census effect and the affected land area. Annexation will require adoption of an ordinance and public hearings for Planning & Zoning Board and City Council.

NOTE: A separate Land Use and Zoning Amendment Application is required prior to application for development permits within the City.



Signature of Owner

Dean J. Girard 7/24/12

Typed Print Name Date

*All owners must sign a petition for annexation. Corporation signatures must be accompanied with an approved resolution authorizing the individual to sign such applications.

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WARNING: Original document has a reflective watermark on reverse side. Make up an application to...

04/22/08

FLORIDA POWER & LIGHT COMPANY
700 Universe Boulevard
Juno Beach, FL 33408

Check Date: 07/27/2012

Check No. 5000106041

BANK OF AMERICA, NA

FOUR THOUSAND SEVEN HUNDRED TWENTY-SIX & 40/100
DOLLARS

\$4,726.40

Void after 180 days

PAY TO THE ORDER OF CITY OF PORT ST LUCIE FL
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984

FLORIDA POWER & LIGHT CO

Paul Cutler

⑈ 5000 10604 1 ⑈ ⑆ 06 1 1 1 2 7 8 8 ⑆ 3 2 9 9 9 7 7 7 6 1 ⑈

FLORIDA POWER & LIGHT CO
Vendor Name: CITY OF PORT ST LUCIE FL

Check Date : 07/27/2012
Check Number: 5000106041

Invoice Number	Invoice Date	Document Header Text	Gross Amount	Discount	Net Amount
07/26/2012 1	07/26/2012	ANNEXATION APPLICATION PLANNING & ZONING REVIEW FEE	4,726.40	0.00	4,726.40
		Check Total.....			\$4,726.40

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Exhibit B
Owners Consent to Submit Letter
& Agent Authorization Letter

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July 24, 2012

Mr. Daniel Holbrook, AICP
Director of Planning and Zoning
City of Port St. Lucie
121 S.E. Port St. Lucie Boulevard
Port St. Lucie, Florida 34981

Subject: Florida Power & Light
Treasure Substation – Glades Cut-Off Road

Dear Mr. Holbrook:

Please accept this letter as our authorization for Culpepper & Terpening, Inc. to act as agent in all matters concerning the processing of the proposed Annexation, Comprehensive Plan Amendment, Change in Zoning and Site Plan processing (including Platting) of the proposed Treasure Substation Site, located along the west side of Glades Cut Off Road in unincorporated St. Lucie County.

Sincerely,

Dean J. Girard
Director Corporate Real Estate

STATE OF: FL
COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me this 24th day of July 2012, by Dean J. Girard who is personally known to me or who has produced as identification.

Signature of Notary

Michelle M. Kahmann
Type or Print Name of Notary



Commission Number (Seal)

Florida Power & Light Company
700 Universe Boulevard, Juno Beach, FL 33408

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FLORIDA POWER & LIGHT COMPANY

CORPORATE SECRETARY'S CERTIFICATE

The undersigned, Alissa E. Ballot, Vice President & Corporate Secretary of Florida Power & Light Company, a Florida corporation (the "Company"), hereby certifies that attached hereto as Annex A is a true and correct copy of resolutions (excluding exhibits, if any) adopted by written consent of the Board of Directors of the Company on September 13, 2010, and that such resolutions have not been amended, modified or rescinded and remain in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of July, 2012.



Alissa E. Ballot
Vice President & Corporate Secretary

ANNEX A

FLORIDA POWER & LIGHT COMPANY

**Resolutions Adopted by the Board of Directors
on September 13, 2010**

FLORIDA POWER & LIGHT COMPANY

RESOLUTIONS ADOPTED BY THE
BOARD OF DIRECTORS
ON SEPTEMBER 13, 2010

* * * * *

RESOLVED, that the Company's President and Chief Executive Officer and the Executive Vice President, Finance and Chief Financial Officer, be, and each such officer, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the following agreements, releases and consents (collectively, "Real Estate Agreements"): (1) definitive agreements to acquire or sell or dedicate real property, or lease or license Company property, including any part of the personal property located thereon; (2) agreements to sell Mitigation Bank Credits from the Company's Mitigation Bank; (3) definitive right of way consent agreements to third party land owners that own property upon which the Company has an easement, which agreements grant the right to such landowners to use the Company's easement in a manner that does not have a material adverse effect on the value of the Company's affected property and does not adversely affect the Company's use of its property or property rights; (4) definitive agreements to grant easements to governmental agencies or bodies and others, provided that such easements are either for the benefit of the Company or for incidental use by such governmental agencies or bodies and others and are generally with respect to ingress and egress rights for utilities (e.g. water, sewer, gas, telephone and fiber), sidewalks or the like on the Company's properties; (5) definitive Releases of Easement, provided said Releases of Easement do not have a material adverse effect on the value of the Company's affected property and do not adversely affect the Company's use of its property or property rights; (6) definitive Non-Disturbance Agreements by which the property owners agree not to further encroach into the Company's easement and the Company acknowledges the encroachment without releasing any easement rights; (7) definitive subordination agreements; (8) definitive licensing agreements, including without limitation collocation-related agreements; (9) submerged lands crossing agreements; (10) consents to annexation by government bodies; and (11) plats requested by government agencies; each of such Real Estate Agreements in such form as, and with such amendments, additions, modifications and corrections as, such officer may approve, such approval (and compliance with the Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such officer of any such Real Estate Agreement; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Fifty Million Dollars (\$50,000,000); and

FURTHER RESOLVED, that each of the Company's Executive Vice President, Engineering, Construction & Corporate Services, Treasurer and

Vice President of Corporate Real Estate be, and each such officer or employee, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Five Million Dollars (\$5,000,000); and

FURTHER RESOLVED, that the Company's Director of Corporate Real Estate be, and such Director hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Five Hundred Thousand Dollars (\$500,000); and

FURTHER RESOLVED, that the Company's Manager of Corporate Real Estate be, and such Manager hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed One Hundred Thousand Dollars (\$100,000); and

FURTHER RESOLVED, that with respect to the leasing and licensing of the Company's land to third parties, as well as the Company's leasing and licensing of other parties' land, the Company's Manager of Project Controls and Asset Management be, and the Manager of Project Controls and Asset Management hereby is, authorized to negotiate the terms of, execute and deliver from time to time definitive lease or license agreements with respect to the Company's property, including any part of the personal property located thereon, in such form as, and with such amendments, additions, modifications and corrections as, such Manager of Project Controls and Asset Management may approve, such approval (and compliance with the relevant Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such Manager of Project Controls and Asset Management of any such agreement, provided that (in each case) the total fair market value of the real estate (including personal property) to be leased

or licensed pursuant to such transactions does not exceed One Hundred Thousand Dollars (\$100,000); and

FURTHER RESOLVED, that each of the Company's Corporate Real Estate Area Managers be, and each such Area Manager, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time-to-time annexation agreements; plats; right of way consent agreements; easements, releases of easements, non-disturbance agreements and subordination agreements (collectively, the "Area Manager Documents"), in such form as, and with such amendments, additions, modifications and corrections as, such Area Manager may approve, such approval (and compliance with the relevant Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such Area Manager of any such Area Manager Document; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be made the subject of any such Area Manager Document does not exceed Twenty-Five Thousand Dollars (\$25,000); and

FURTHER RESOLVED, that each of the officers of the Company, the Vice President of Corporate Real Estate, the Director of Corporate Real Estate and the Manager of Project Controls and Asset Management, be, and each such person hereby is, authorized and empowered to take, or cause to be taken, for and in the name and on behalf of the Company, all such further action, and to execute and deliver, or cause to be executed and delivered, for and in the name and on behalf of the Company, all such instruments and documents as such person may deem necessary or appropriate in order to effect the purpose and intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments, as the case may be, by or under the direction of such person); and

FURTHER RESOLVED, that, from and after the date hereof, the foregoing resolutions supersede the authorities granted in all prior resolutions concerning the subject matter thereof, including without limitation the resolutions of the Board of Directors adopted by unanimous written consent effective on and as of May 31, 2006.

* * * * *

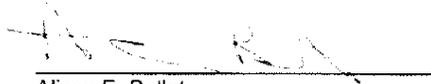
FLORIDA POWER & LIGHT COMPANY

CERTIFICATE AS TO SIGNATURE AND INCUMBENCY OF EMPLOYEE

The undersigned, Alissa E. Ballot, Vice President & Corporate Secretary of Florida Power & Light Company, a Florida corporation (the "Company"), hereby certifies that the person whose name, title and signature appears below is a duly acting employee of the Company and holds, on the date hereof, the title set forth opposite his name and the signature appearing opposite his name is a genuine facsimile of the signature of such employee:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Dean Girard	Director Corporate Real Estate	

IN WITNESS WHEREOF, I have hereafter signed my name on this 25th day of July, 2012.



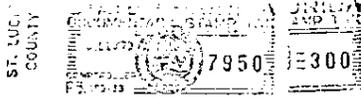
Alissa E. Ballot
Vice President & Corporate Secretary

Exhibit C Property Deed

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195795

For Lawyers' Use



This instrument was prepared by:

C. R. McDONALD, JR.
Suite 200, Citizens Federal Bldg.
1600 S. Federal Highway
FT. PIERCE, FLORIDA 33450

Warranty Deed

(STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 8th day of July 1970 Between

GORHAM CONSTRUCTION COMPANY'S EMPLOYEES PROFIT SHARING TRUST, by its Trustees, V. R. GORHAM, JR., JOHN M. GORHAM and WILLIAM C. MORRIS, of the County of St. Lucie, State of Florida, grantor, and

CHARLES W. COOPER and RHEBA COOPER, his wife,

whose post office address is Route 4, Box 185, Fort Pierce, Florida

of the County of ST. LUCIE, State of FLORIDA, grantee.

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

All that part of the NE 1/4 of Section 21, Township 36 South, Range 39 East, lying West of the Florida East Coast Railway Right of Way. LESS Right of Way deeded to St. Lucie County, as per Deed Book 243, Page 677, recorded in Public Records of St. Lucie County, Florida.

Subject to and assuming the mortgage from Gorham Construction Company's Employees Profit Sharing Trust to William D. Carlton and Frances Carlton, his wife, dated October 7, 1969, recorded in O.R. Book 180, of Page 1077, Public Records of St. Lucie County, Florida, which mortgage the grantees herein assume and agree to pay.

FILED AND RECORDED
ST. LUCIE COUNTY, FLA.
195795
JUL 10 AM 9:46
RUSSELL H. BOITRAS
CLERK CIRCUIT COURT

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

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

C.R. McDonald Jr
Thomas J. McLaughlin

GORHAM CONSTRUCTION COMPANY'S EMPLOYEES PROFIT SHARING TRUST (Seal)

By: *V.R. Gorham Jr* (Seal)
John M. Gorham (Seal)
William C. Morris (Seal)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared V.R. GORHAM, JR., JOHN M. GORHAM and WILLIAM C. MORRIS, Trustees of GORHAM CONSTRUCTION COMPANY'S EMPLOYEES PROFIT SHARING TRUST to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of July 1970.

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 13, 1970
Printed by American F. & C. Co.

Notary Public Seal: *Anthony M. Gallia*
STATE OF FLORIDA
DOCUMENTARY
SUN TAX \$5.50
OF FLORIDA
DOCUMENTARY
SUN TAX \$11.00
O.R. BOOK 185 PAGE 2137

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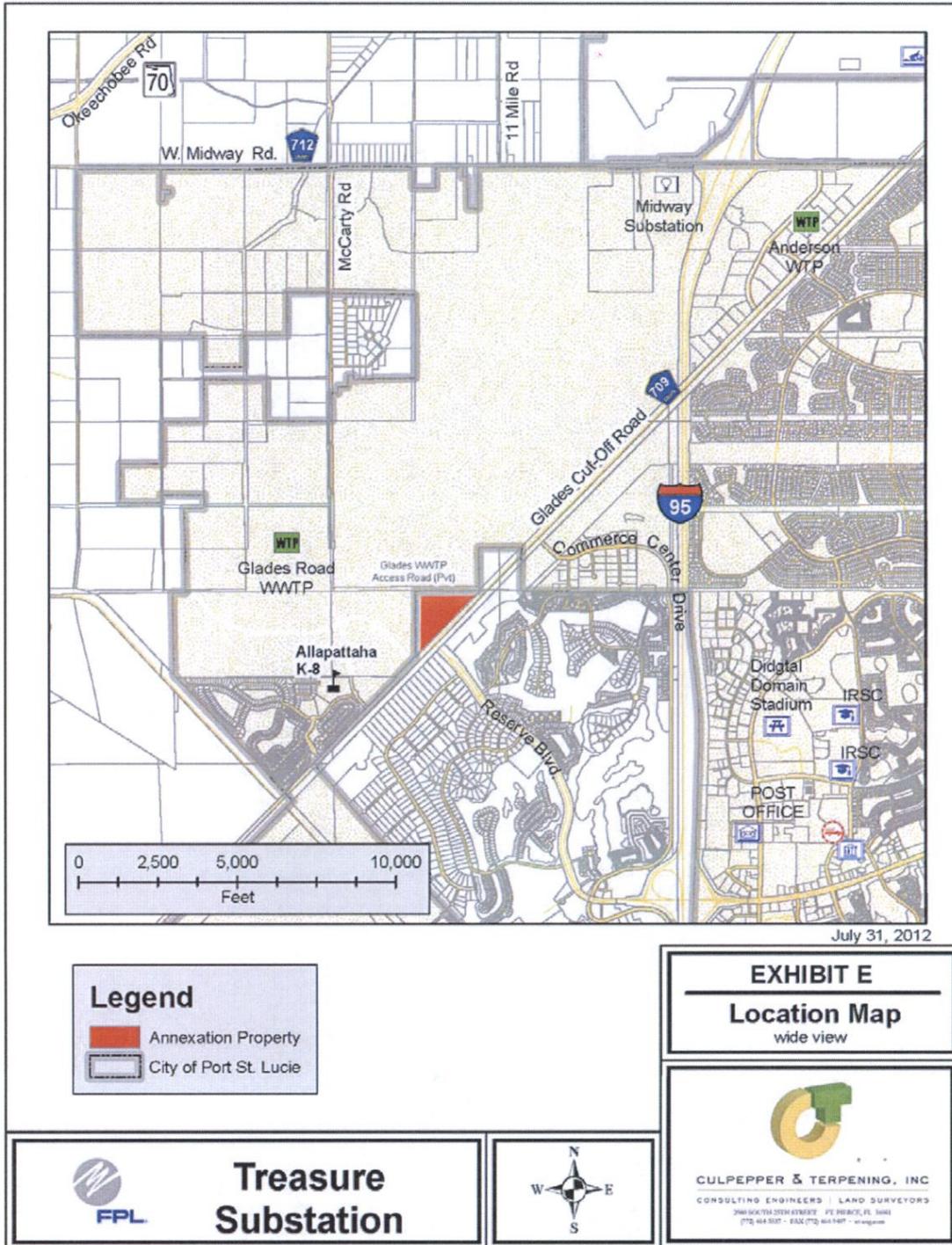
Exhibit D Project Survey

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Exhibit E Location Map

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FPL – TREASURE SUBSTATION
APPLICATION FOR ANNEXATION



Legend

- Annexation Property
- City of Port St. Lucie

EXHIBIT E
Location Map
wide view

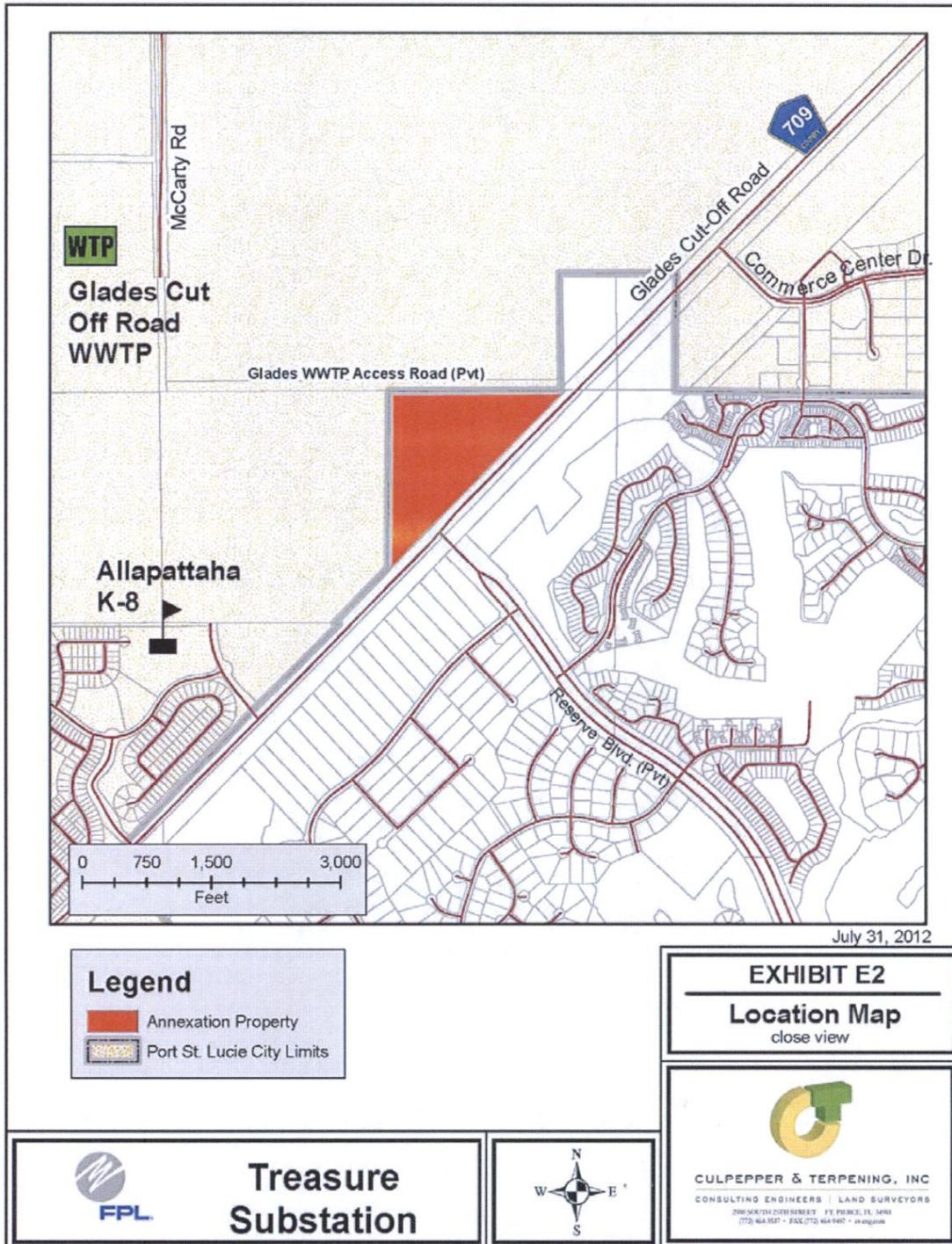
 **Treasure Substation**




CULPEPPER & TERPENING, INC.
CONSULTING ENGINEERS | LAND SURVEYORS
3945 SOUTHERN STADIUM AVENUE, FT. PIERCE, FL. 34941
(877) 464-3037 • FAX (877) 464-5487 • [ct.com](http://www.c-t.com)

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FPL – TREASURE SUBSTATION
APPLICATION FOR ANNEXATION



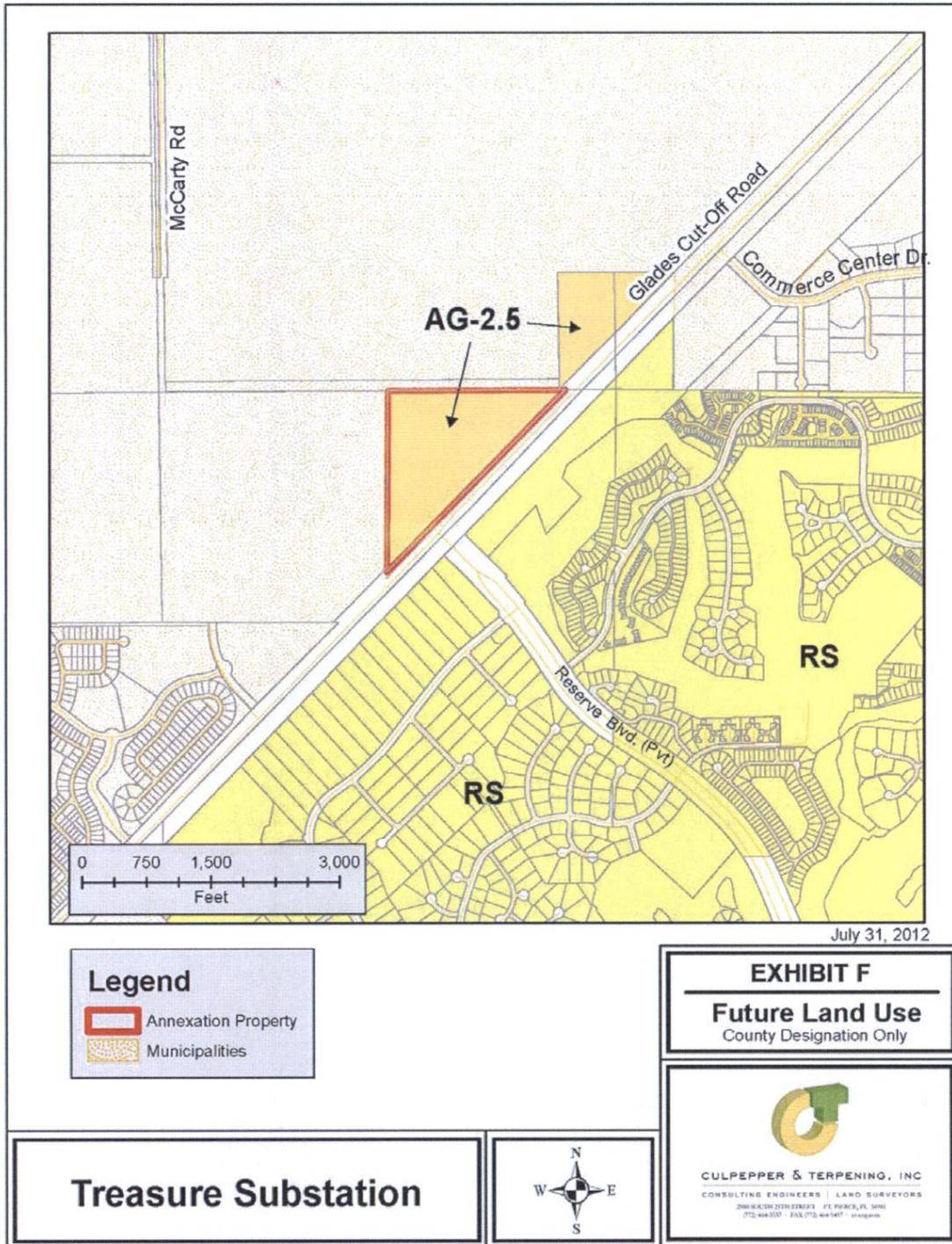
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Exhibit F

County Future Land Use Map

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FPL – TREASURE SUBSTATION
APPLICATION FOR ANNEXATION



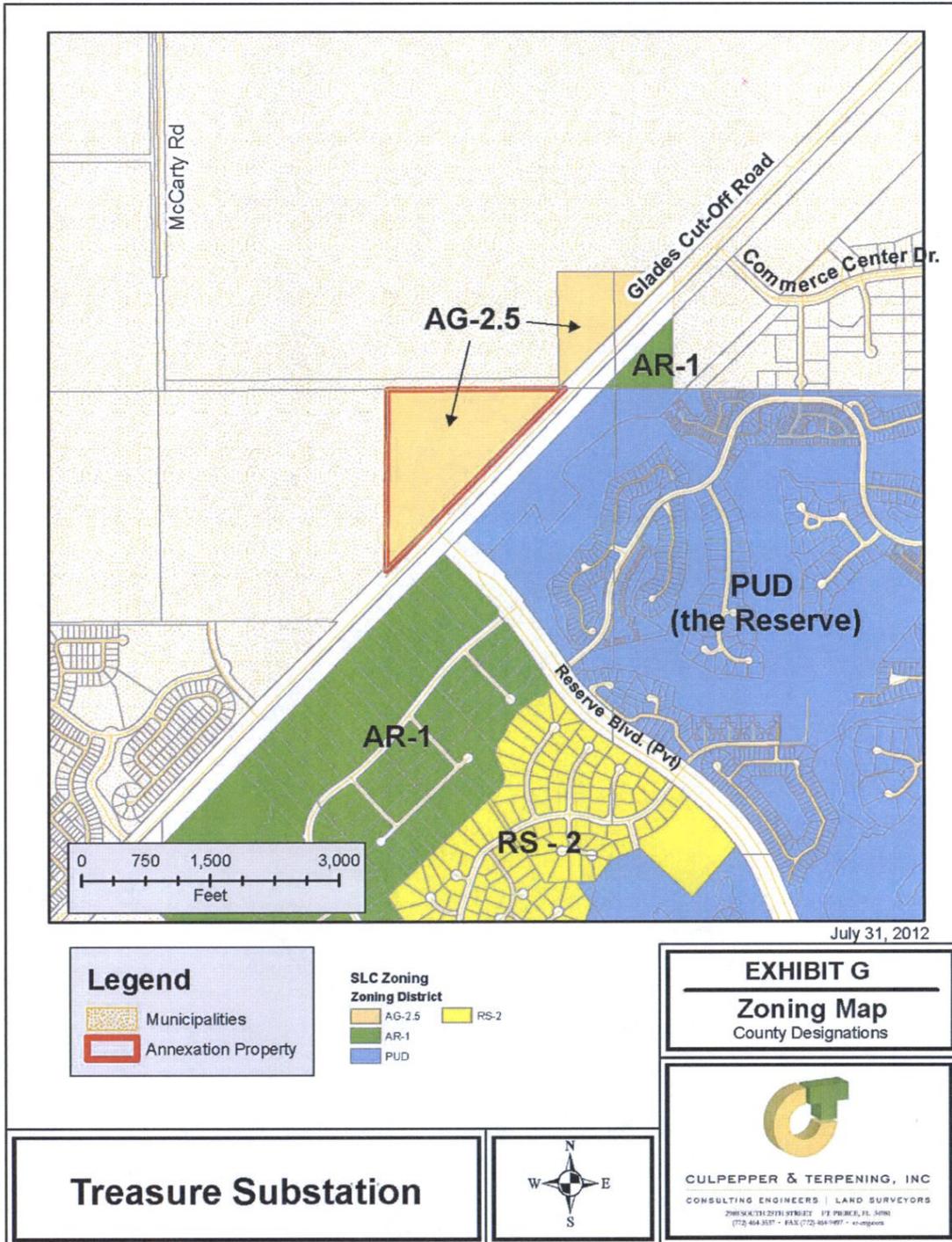
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Exhibit G

County Zoning Map

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FPL – TREASURE SUBSTATION
APPLICATION FOR ANNEXATION

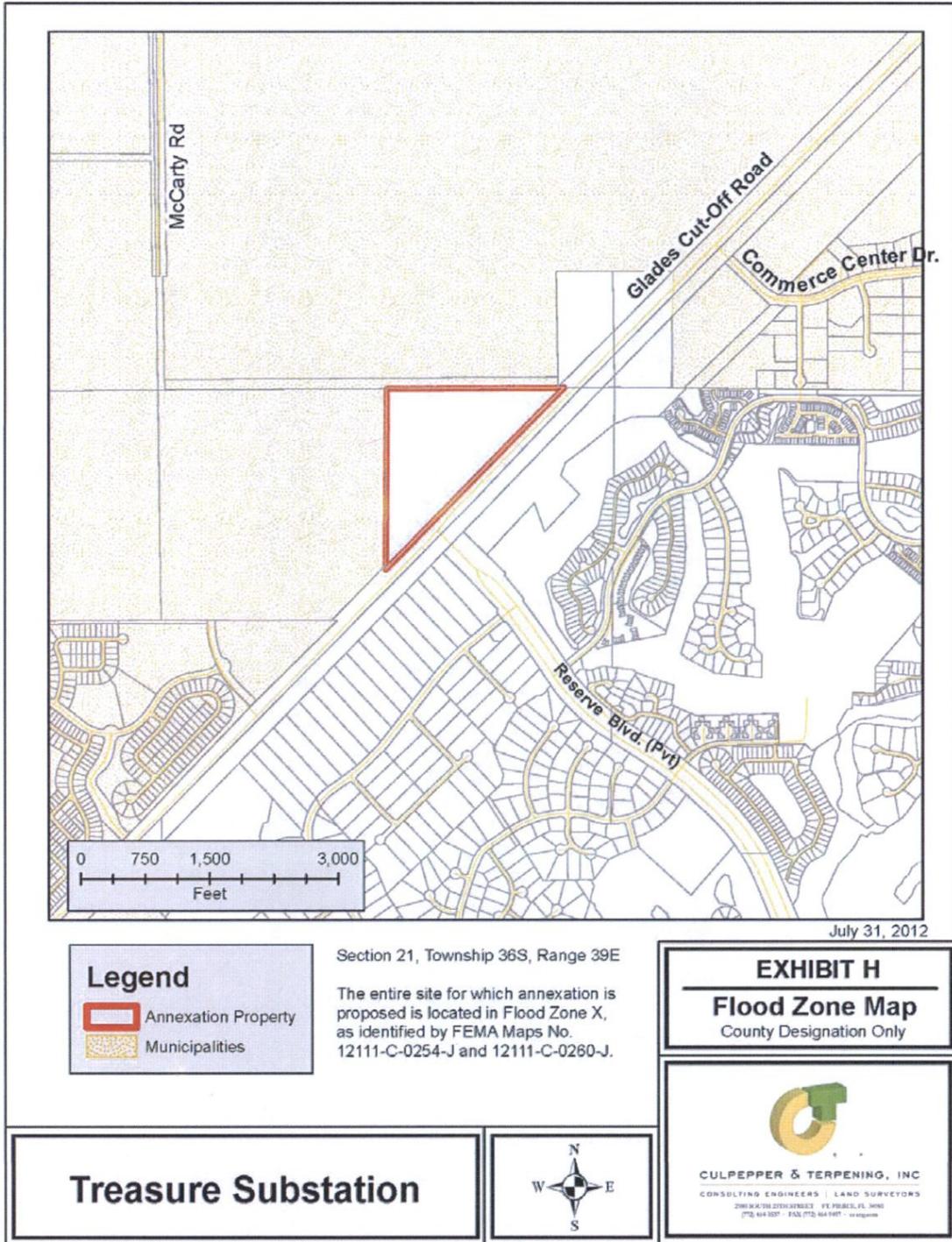


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Exhibit H Flood Map

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FPL – TREASURE SUBSTATION
APPLICATION FOR ANNEXATION



July 31, 2012

Legend

-  Annexation Property
-  Municipalities

Section 21, Township 36S, Range 39E

The entire site for which annexation is proposed is located in Flood Zone X, as identified by FEMA Maps No. 12111-C-0254-J and 12111-C-0260-J.

EXHIBIT H
Flood Zone Map
County Designation Only

Treasure Substation




CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2981 W. 7th Street, Port St. Lucie, FL 34952
(772) 644-1007 - FAX (772) 644-1987 - www.culpepper.com

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Exhibit I

Legal Opinion Letter

July 31, 2012 - August 21, 2012

CF File No.: 12-121

P. Proj-2012-12-121-EPL - Treasure Substation - Glades Cut Off Road applications annexation application Application Application Books 1 Annexation Book

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City of Port St. Lucie No.P12-102

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Florida Power & Light Company, 2015 E. Blomson Street, Suite 800, Tallahassee, FL 32304

FPL

July 27, 2012

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

Re: Florida Power & Light Company Annexation into City of Port St. Lucie (Parcel ID numbers: 3321-112-0000-000/9)

Dear Mr. Holbrook:

I have reviewed the proposed voluntary annexation of the above-referenced parcel of land, owned by Rheba Cooper and under contract to Florida Power & Light Company, located in unincorporated St. Lucie County ("Property") into the municipal boundaries of the City of Port St. Lucie ("City"), pursuant to Section 171.044, Florida Statutes.

As more fully set forth below, it is my opinion that the proposed annexation of the Property conforms fully to the legal requirements for voluntary annexation set forth in Section 171.044, Florida Statutes.

For purposes of this letter, I have assumed the following facts to be true: the survey of the Property prepared by Culpepper & Terpening submitted with the application, the location map prepared by Culpepper & Terpening showing the Property and its location in relation to the City boundaries, the St. Lucie County Property Appraiser's website, and the City's Future Land Use Map showing the location of the Urban Service Boundary.

The Property consists of one parcel of land containing approximately 49 +/- acres. The property is bordered on the north and west by the City. The property is bordered by Glades Cut-Off Road on the South. The Parcel ID Number is 3321-112-0000-000/9. The parcel is owned by Rheba Cooper and under contract to Florida Power & Light Company ("FPL"). Mrs. Cooper has signed for FPL to act as agent for the annexation.

Pursuant to Section 171.044(1), Florida Statutes, "the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing board of said municipality that said property be annexed to the municipality" Contiguous is defined by Section 171.031(11) and it states that contiguous means that "a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the

01710000000009

municipality." The Property meets the test for contiguous. As outlined above, the Property is bordered to the North and the West by the City.

Next, the Property must be "reasonably compact." Compactness, as defined in Section 171.031(12), F.S., means "concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns. Any annexation proceeding in any county in the state shall be designed in such a manner as to ensure that the area will be reasonably compact." Clearly the Property meets the definition for compactness. The Property consists of one triangular shaped piece of property that is bordered on two sides by the City. A review of the map shows that this annexation will not create enclaves, pockets or finger areas in serpentine patterns.

An Enclave is defined at 171.031(13), F.S., as "(a) any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or (b) any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality." Based on this definition, the annexation does not create an enclave.

Lastly, Subsection (2) of 171.044, F.S., requires that the governing body make a determination that the petition for annexation bears the signatures of all owners of the area to be annexed. The property is owned by Rheba Cooper and under contract to FPL. Both entities have appropriately signed either an agent form or the annexation application.

In conclusion, it is my opinion that the proposed annexation of the Property into the City of Port St. Lucie conforms to the requirements of Section 171.044, F.S., as discussed above.

Sincerely,



Peter Cocotos
Senior Attorney
Florida Power & Light Company

cc: Jack McNeal
Dennis Murphy

SECTION IV

COPIES OF ALL

SUBMITTAL CORRESPONDENCE

Reserved

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Presented to:
City of Port St Lucie Planning & Zoning Department
121 SW Port St Lucie Boulevard
Port St Lucie, Florida 34984

**APPLICATION FOR
COMPREHENSIVE PLAN
AMENDMENT**

For

**FLORIDA POWER & LIGHT
TREASURE SUBSTATION**

For

Florida Power & Light, Co.
PO Box 14000
Juno Beach, FL 33408

Prepared by:
Culpepper & Terpening, Inc.
2980 South 25th Street
Ft. Pierce, Florida 34982
(772) 464-3537

July 31, 2012
(Revised August 21, 2012)

City of Port St. Lucie Project No.:P12-103

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SECTION I

GENERAL PROJECT DESCRIPTION

Florida Power & Light (FPL) is seeking to change the Future Land Use classification of a ten (10 acre) parcel of land (mol), located along the west side of Glades Cut-Off Road, approximately 1,200ft north/northeast of Reserve Boulevard, at the entry driveway into the City's Glades Road Wastewater Treatment Facility. The petitioned property is part of a larger tract of land that is currently (August 2012) the subject of a petition for voluntary annexation into the City of Port St. Lucie and it is expected that concurrent actions on both the requested Annexation and this Future Land Use amendment will be completed in the late fall of 2012.

The current St. Lucie County Future Land Use designation for this site is AG-2.5 (Agriculture/ .4 du per acre). The proposed City of Port St. Lucie Future Land Use designation for this site is the U (Utility) land use classification. In addition to the concurrent Annexation petition referenced above, the petitioners have also submitted with this application for amendment to the Port St. Lucie Comprehensive Plan, a petition for Change in Zoning for of this same property to the U (Utility) zoning designation.

The petitioned property is to be referred to as the FPL/Treasure Substation Site. Uses on this property will include a regional utility substation. All of the uses proposed for this property are consistent with the proposed Future Land Use and Zoning designation that has been requested to be applied to this property.

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SECTION II

COMPREHENSIVE PLAN

FUTURE LAND USE AMENDMENT

PROJECT CHECKLIST

1. LAND USE PLAN

a. Existing Future Land Use:

The existing future land use designation for the site is AG-2.5 (Agriculture/ .4 du per acre).

Please refer to **Exhibit D-5** for identification of the land use designations of the surrounding area.

b. Existing Zoning:

The existing zoning designation for the site is AG-2.5 (Agriculture/ .4 du per acre).

Please refer to **Exhibit D-4** for identification of the zoning designations of the surrounding area.

c. Existing Uses:

The existing use for the site is residential/agriculture. There is one existing home on the site and the balance of the property is used for grazing purposes.

The existing uses around the subject site are as follows:

Direction	Jurisdiction	Existing Use
North	Port St. Lucie	Vacant Land & Agricultural / Future LTC Ranch DRI
South	St. Lucie County	Residential/PGA Reserve DRI
East	St. Lucie County	Residential/PGA Reserve DRI
West	Port St. Lucie	Vacant Land, Lufts Grove PUD

Please refer to **Exhibit D-3** for an identification of the subject property and the existing uses surrounding the Property.

d. Proposed Land Use:

The proposed City of Port St. Lucie land use designation for the petitioned property is U (Utility).

EXHIBIT A

Application For Comprehensive Plan Amendment to the U - Utility Future Land Use District

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APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

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

FOR OFFICE USE ONLY

Planning Dept
Fee (Nonrefundable)\$
Receipt #

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

PRIMARY CONTACT EMAIL ADDRESS: pferland@cl-eng.com

PROPERTY OWNER

Name: Florida Power & Light Company Attn: Jack McNeal
Address: P.O. Box 14000 Dept. TS4-JW
Juno Beach, Florida 33408-0420
Telephone No.: 561-904-3632 Fax No.: 561-904-3710

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON.

Name: Florida Power & Light Company Attn: Jack McNeal
Address: P.O. Box 14000 Dept. TS4-JW
Juno Beach, Florida 33408-0420
Telephone No.: 561-904-3632 Fax No.: 561-904-3710

AGENT OF OWNER (if any)

Name: Culpepper & Terceping, Inc. Attn: Patrick J. Ferland, PE
Address: 2980 South 25th Street
Ft. Pierce, Florida 34981
Telephone No.: 772-464-3537 Fax No.: 772-464-9497

PROPERTY INFORMATION

Boundary Description See attached
Property Tax I.D. Number 3321-112-0000-000/9
Current Land Use AG 2.5 (St. Lucie County) Proposed Land Use U (Utility) PSL
Current Zoning AG 2.5 (St. Lucie County) Acreage of Property 10.00 (mo)

Reason for Comprehensive Plan Amendment:
Bring property into suitable Land Use within the City, in combination with proposed annexation.

Signature of Owner: [Handwritten Signature]
Hand Print Name: Dean J. Girard
Date: 7/24/12

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

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

H:\Z\SHARPE\A\FLO\IN\CPA\APPL\06/23/11

FLORIDA POWER & LIGHT COMPANY
 700 Universe Boulevard
 Juno Beach, FL 33408

Check Date: **07/27/2012**

Check No. **5000106039**

BANK OF AMERICA, NA

FOUR THOUSAND THREE HUNDRED SIXTY DOLLARS

\$4,360.00

Void after 180 days

PAY TO THE ORDER OF
 CITY OF PORT ST LUCIE FL
 171 SW PORT ST LUCIE BLVD
 PORT SAINT LUCIE FL 34984

FLORIDA POWER & LIGHT CO

Paul Cutler

⑆5000106039⑆ ⑆051112786⑆ 329997776⑆

FLORIDA POWER & LIGHT CO
 Vendor Name: CITY OF PORT ST LUCIE FL

Check Date : 07/27/2012
 Check Number: 5000106039

Invoice Number	Invoice Date	Document Header Text	Gross Amount	Discount	Net Amount
07/26/2012 3	07/26/2012	COMPREHENSIVE PLAN AMEND PLANNING & ZONING REVIEW FEE - COMP PLAN AMENDMNT	4,360.00	0.00	4,360.00
Check Total.....					4,360.00

WARNING: Digital document has a digital watermark for security. Please do not distribute.

04/12/12

FLORIDA POWER & LIGHT COMPANY
700 Universe Boulevard
Juno Beach, FL 33408

Check Date: 07/27/2012

Check No. 5000106040

BANK OF AMERICA, NA

ONE THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS

\$1,285.00

Void after 180 days

PAY TO THE ORDER OF CITY OF PORT ST LUCIE FL
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984

FLORIDA POWER & LIGHT CO

Paul Cutler

⑈5000106040⑈ ⑆061112788⑆ 3299977761⑈

FLORIDA POWER & LIGHT CO
Vendor Name: CITY OF PORT ST LUCIE FL

Check Date : 07/27/2012
Check Number: 5000106040

Invoice Number	Invoice Date	Document Header Text	Gross Amount	Discount	Net Amount
07/26/2012 2	07/26/2012	COMPREHENSIVE PLAN AMEND PLANNING & ZONING CONCURRENT REVIEW FEE	1,285.00	0.00	1,285.00
Check Total.....					\$1,285.00

**COMPREHENSIVE PLAN
FUTURE LAND USE MAP AMENDMENT**

Supplemental Information

1. **Land Use Plan.** A land use map shall be submitted which designates the proposed future land use and existing future land use designations for the area requested, and for the area surrounding the property. The land use plan shall include a map together with other appropriate media addressing the following:
 - a. **Residential Development Characteristics.** The land use map shall indicate the magnitude and distribution of existing and proposed residential acres.
 - b. **Non-Residential Activities.** The land use map plan shall indicate the general type, location, magnitude, intensity, and distribution of non-residential activities including the maximum proposed square footage of commercial, office, and industrial uses. This information shall be prepared and based on the existing Future Land Use classification and proposed Future Land Use classification. The proposed number of acres allocated to private institutional uses such as places of worship as well as civic, cultural, or educational facilities shall be included.

2. **Natural Features of the Environment.** Significant natural features of the proposed development shall be mapped and described in the Land Use Plan Map or narrative. Potential methods of managing any major environmental impacts which are likely to be generated by the proposed development shall be identified. Natural features shall include, but not be limited to:
 - a. vegetation
 - b. soils
 - c. wetlands
 - d. shorelines
 - e. estuarine and/or riverine systems
 - f. other significant resources

A more detailed environmental assessment shall be required if environmentally sensitive areas are identified.

3. **Public Improvements.** The general location and extent of existing and planned public improvements shall be incorporated in the land use plan map or narrative as applicable. Public improvements shall include, but not be limited to, traffic circulation, water and wastewater services, surface water management, parks, recreation facilities, and major open spaces; protective services, including fire, police, and emergency services; electrical utilities, including substations, schools, and other public facilities.

The following information on the status and availability of public facilities shall be provided:

- a. **Traffic**
 - i) A location map showing arterial and collector roads within a one mile radius of site.
 - ii) Average Daily Trips (ADT) and Generation rates for existing land use, development based on the existing Future Land Use, and proposed Future Land Use.

iii) A traffic analysis may be required pursuant to Section 55-4(A) of the Port St. Lucie Comprehensive Plan if the ADT's exceed 10% or 1,000 trips, whichever is greater.

b. Utilities - Water and Sewer

- i) Is location presently served by central water and/or sewer?
- ii) Is location planned for water and/or sewer service?
- iii) Nearest water/sewer main location.
- iv) Available, or planned plant capacity

c. Emergency Services - Police, Fire, EMS

- i) Nearest existing fire station
- ii) Nearest planned fire station
- iii) Existing fire insurance rating/response time

d. Schools/Recreation

- i) Existing parks and schools within five miles
- ii) Planned park and school sites within five miles
- iii) Port St. Lucie Park Dedication requirements calculated per Section 4-4(D) of the Port St. Lucie Comprehensive Plan.
- iv) Projected population and school age population, calculated for existing Future Land Use and proposed Future Land Use.

e. Market Study - Commercial Only

Does market study indicate a current need for commercial development within next five years or within next ten years?

06/23/11

EXHIBIT B

Owners Consent to Submit & Agent Authorization Letter

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June 20, 2012

City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34952

RE: FPL Electrical Substation Project
10930 Glades Cut-Off Road
Port St. Lucie, FL 34986

Please be advised that **Rheba Cooper** hereby authorizes Florida Power & Light Company to act as her agent relative to the above referenced property and proposed electrical substation project.

Sincerely,

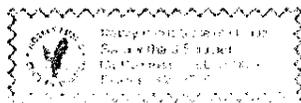
Rheba Cooper

By: _____
Signature Print name Title Date

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____, who is personally known to me and did not take an oath.

[Notary Seal or Stamp]



Notary Public, State of Florida

Print Name: _____
My Commission Expires: _____

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July 24, 2012

Mr. Daniel Holbrook, AICP
Director of Planning and Zoning
City of Port St. Lucie
121 S.E. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Subject: Florida Power & Light
Treasure Substation – Glades Cut-Off Road

Dear Mr. Holbrook:

Please accept this letter as our authorization for Culpepper & Terpening, Inc. to act as agent in all matters concerning the processing of the proposed Annexation, Comprehensive Plan Amendment, Change in Zoning and Site Plan processing (including Platting) of the proposed Treasure Substation Site, located along the west side of Glades Cut Off Road in unincorporated St. Lucie County.

Sincerely,

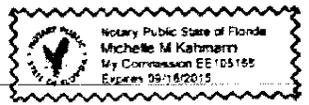

Dean J. Girard
Director Corporate Real Estate

STATE OF: FL
COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me this 24th day of July 2012, by Dean J. Girard who is personally known to me or who has produced as identification.


Signature of Notary

Michelle M. Kahmann
Type or Print Name of Notary



Commission Number (Seal)

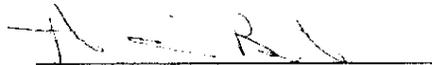
Florida Power & Light Company
700 Universe Boulevard, Juno Beach, FL 33408

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FLORIDA POWER & LIGHT COMPANY
CORPORATE SECRETARY'S CERTIFICATE

The undersigned, Alissa E. Ballot, Vice President & Corporate Secretary of Florida Power & Light Company, a Florida corporation (the "Company"), hereby certifies that attached hereto as Annex A is a true and correct copy of resolutions (excluding exhibits, if any) adopted by written consent of the Board of Directors of the Company on September 13, 2010, and that such resolutions have not been amended, modified or rescinded and remain in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of July, 2012.



Alissa E. Ballot
Vice President & Corporate Secretary

ANNEX A

FLORIDA POWER & LIGHT COMPANY

**Resolutions Adopted by the Board of Directors
on September 13, 2010**

FLORIDA POWER & LIGHT COMPANY

RESOLUTIONS ADOPTED BY THE
BOARD OF DIRECTORS
ON SEPTEMBER 13, 2010

RESOLVED, that the Company's President and Chief Executive Officer and the Executive Vice President, Finance and Chief Financial Officer, be, and each such officer, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the following agreements, releases and consents (collectively, "Real Estate Agreements"): (1) definitive agreements to acquire or sell or dedicate real property, or lease or license Company property, including any part of the personal property located thereon; (2) agreements to sell Mitigation Bank Credits from the Company's Mitigation Bank; (3) definitive right of way consent agreements to third party land owners that own property upon which the Company has an easement, which agreements grant the right to such landowners to use the Company's easement in a manner that does not have a material adverse effect on the value of the Company's affected property and does not adversely affect the Company's use of its property or property rights; (4) definitive agreements to grant easements to governmental agencies or bodies and others, provided that such easements are either for the benefit of the Company or for incidental use by such governmental agencies or bodies and others and are generally with respect to ingress and egress rights for utilities (e.g. water, sewer, gas, telephone and fiber), sidewalks or the like on the Company's properties; (5) definitive Releases of Easement, provided said Releases of Easement do not have a material adverse effect on the value of the Company's affected property and do not adversely affect the Company's use of its property or property rights; (6) definitive Non-Disturbance Agreements by which the property owners agree not to further encroach into the Company's easement and the Company acknowledges the encroachment without releasing any easement rights; (7) definitive subordination agreements; (8) definitive licensing agreements, including without limitation collocation-related agreements; (9) submerged lands crossing agreements; (10) consents to annexation by government bodies; and (11) plats requested by government agencies; each of such Real Estate Agreements in such form as, and with such amendments, additions, modifications and corrections as, such officer may approve, such approval (and compliance with the Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such officer of any such Real Estate Agreement; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Fifty Million Dollars (\$50,000,000); and

FURTHER RESOLVED, that each of the Company's Executive Vice President, Engineering, Construction & Corporate Services, Treasurer and

Vice President of Corporate Real Estate be, and each such officer or employee, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Five Million Dollars (\$5,000,000); and

FURTHER RESOLVED, that the Company's Director of Corporate Real Estate be, and such Director hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Five Hundred Thousand Dollars (\$500,000); and

FURTHER RESOLVED, that the Company's Manager of Corporate Real Estate be, and such Manager hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed One Hundred Thousand Dollars (\$100,000); and

FURTHER RESOLVED, that with respect to the leasing and licensing of the Company's land to third parties, as well as the Company's leasing and licensing of other parties' land, the Company's Manager of Project Controls and Asset Management be, and the Manager of Project Controls and Asset Management hereby is, authorized to negotiate the terms of, execute and deliver from time to time definitive lease or license agreements with respect to the Company's property, including any part of the personal property located thereon, in such form as, and with such amendments, additions, modifications and corrections as, such Manager of Project Controls and Asset Management may approve, such approval (and compliance with the relevant Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such Manager of Project Controls and Asset Management of any such agreement, provided that (in each case) the total fair market value of the real estate (including personal property) to be leased

or licensed pursuant to such transactions does not exceed One Hundred Thousand Dollars (\$100,000); and

FURTHER RESOLVED, that each of the Company's Corporate Real Estate Area Managers be, and each such Area Manager, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time-to-time annexation agreements, plats, right of way consent agreements, easements, releases of easements, non-disturbance agreements and subordination agreements (collectively, the "Area Manager Documents"), in such form as, and with such amendments, additions, modifications and corrections as, such Area Manager may approve, such approval (and compliance with the relevant Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such Area Manager of any such Area Manager Document; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be made the subject of any such Area Manager Document does not exceed Twenty-Five Thousand Dollars (\$25,000); and

FURTHER RESOLVED, that each of the officers of the Company, the Vice President of Corporate Real Estate, the Director of Corporate Real Estate and the Manager of Project Controls and Asset Management, be, and each such person hereby is, authorized and empowered to take, or cause to be taken, for and in the name and on behalf of the Company, all such further action, and to execute and deliver, or cause to be executed and delivered, for and in the name and on behalf of the Company, all such instruments and documents as such person may deem necessary or appropriate in order to effect the purpose and intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments, as the case may be, by or under the direction of such person); and

FURTHER RESOLVED, that, from and after the date hereof, the foregoing resolutions supersede the authorities granted in all prior resolutions concerning the subject matter thereof, including without limitation the resolutions of the Board of Directors adopted by unanimous written consent effective on and as of May 31, 2006.

* * * * *

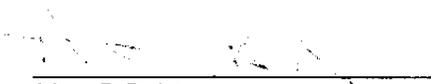
FLORIDA POWER & LIGHT COMPANY

CERTIFICATE AS TO SIGNATURE AND INCUMBENCY OF EMPLOYEE

The undersigned, Alissa E. Bailot, Vice President & Corporate Secretary of Florida Power & Light Company, a Florida corporation (the "Company"), hereby certifies that the person whose name, title and signature appears below is a duly acting employee of the Company and holds, on the date hereof, the title set forth opposite his name and the signature appearing opposite his name is a genuine facsimile of the signature of such employee:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Dean Girard	Director Corporate Real Estate	

IN WITNESS WHEREOF, I have hereafter signed my name on this 25th day of July, 2012.



Alissa E. Bailot
Vice President & Corporate Secretary

EXHIBIT C

Legal Descriptions / Deeds

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Legal Description of Land Use Petition Area:

Being a parcel of land lying in Section 21, Township 36 South, Range 39 East St. Lucie County, Florida, being more particularly described as follows:

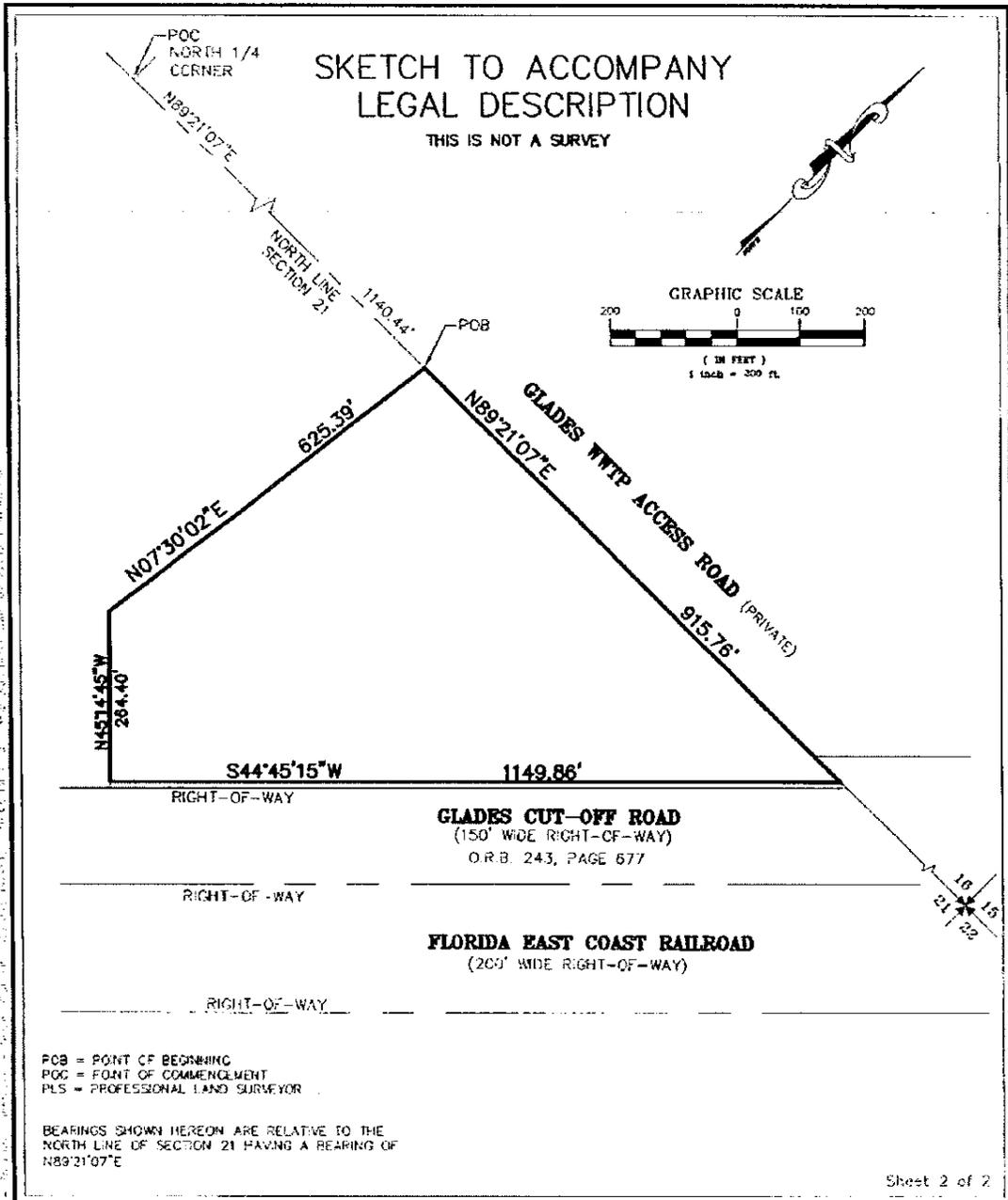
Commence at the North 1/4 corner of said Section 21, Township 36 South, Range 39 East; thence North 89°21'07" East, along the North line of said Section 21, a distance of 1140.44 feet to the POINT OF BEGINNING of the following described parcel;

Thence North 89°21'07" East, a distance of 915.76 feet; thence South 44°45'15" West, a distance of 1,149.86 feet; thence North 45°14'45" West, a distance of 264.40 feet; thence North 07°30'02" East, a distance of 625.39 feet to the POINT OF BEGINNING.

Containing 9.997 acres, more or less

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SKETCH OF DESCRIPTION
OF
FP&L PARCEL

File: 12-121s2d
fpl.dwg
Date: 7-20-2012
Tech: GEM

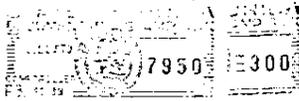
CULPEPPER & TERPENING, INC.
CONSULTING ENGINEERS | LAND SURVEYORS
290 SOUTH GOS STREET • FORT PIERCE, FLORIDA 34982
PHONE 772.844.8587 • FAX 772.644.5487 • www.cti-eng.com
122 SW FLAGLER AVENUE • SUITE 100 • FT. LAUDERDALE, FLORIDA 33304
PHONE 772.220.3355 • FAX 772.404.5657 • www.cti-eng.com
Professional Surveyors License No. 12128

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195795

For Lawyers' Use

ST. LUCIE COUNTY



This instrument was prepared by:

C. R. McDONALD, JR.
Suite 200, Citizens Federal Bldg.
1609 S. Federal Highway
FT. PIERCE, FLORIDA 33450

Warranty Deed

(STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 8th day of July 1970 Between
GORHAM CONSTRUCTION COMPANY'S EMPLOYEES PROFIT SHARING TRUST, by
its Trustees, V. R. GORHAM, JR., JOHN M. GORHAM and WILLIAM C. MORRIS,
of the County of St. Lucie, State of Florida, grantor, and

CHARLES W. COOPER and RHEBA COOPER, his wife,
whose post office address is Route 4, Box 185, Fort Pierce, Florida
of the County of ST. LUCIE, State of FLORIDA, grantee,

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

All that part of the NE 1/4 of Section 21, Township 36 South, Range 39 East, lying West of the Florida East Coast Railway Right of Way. LESS Right of Way deeded to St. Lucie County, as per Deed Book 243, Page 677, recorded in Public Records of St. Lucie County, Florida.

Subject to and assuming the mortgage from Gorham Construction Company's Employees Profit Sharing Trust to William D. Carlton and Frances Carlton, his wife, dated October 7, 1969, recorded in O.R. Book 180, of Page 1077, Public Records of St. Lucie County, Florida, which mortgage the grantees herein assume and agree to pay.

FILED AND RECORDED
ST. LUCIE COUNTY, FLA.
195795
70 JUL 10 AM 9:46
CLERK DISTRICT COURT.

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

*"Grantor" and "grantee" are used for singular or plural, as context requires

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence.

C.R. McDonald Jr
Richard M. Bayhlein

GORHAM CONSTRUCTION COMPANY'S EMPLOYEES PROFIT SHARING TRUST (Seal)

By: *V.R. Gorham Jr* (Seal)
John M. Gorham (Seal)
William C. Morris (Seal)

STATE OF FLORIDA
COUNTY OF ST. LUCIE
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared V.R. GORHAM, JR., JOHN M. GORHAM and WILLIAM C. MORRIS, Trustees of GORHAM CONSTRUCTION COMPANY'S EMPLOYEES PROFIT SHARING TRUST to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of July 1970.

My commission expires:

Richard M. Bayhlein
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Nov 13, 1970



D R BOOK 185 PAGE 2137

STATE OF FLORIDA
DOCUMENTARY
SUR TAX
\$5.50
OF FLORIDA
DOCUMENTARY
SUR TAX
\$11.00

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EXHIBIT D

SUPPLEMENTAL INFORMATION

COMPREHENSIVE PLAN

FUTURE LAND USE MAP AMENDMENT

Future Land Use

Land Use Plan. A land use map shall be submitted which designates the proposed future land use and existing future land use designations for the area requested, and for the area surrounding the property. The land use plan shall include a map together with other appropriate media addressing the following:

- a. Residential Development Characteristics.** The land use map shall indicate the magnitude and distribution of existing and proposed residential acres.
- b. Non-Residential Activities.** The land use map plan shall indicate the general type, location, magnitude, intensity, and distribution of non-residential activities including the maximum proposed square footage of commercial, office, and industrial uses. This information shall be prepared and based on the existing Future Land Use classification and proposed Future Land Use classification. The proposed number of acres allocated to private institutional uses such as places

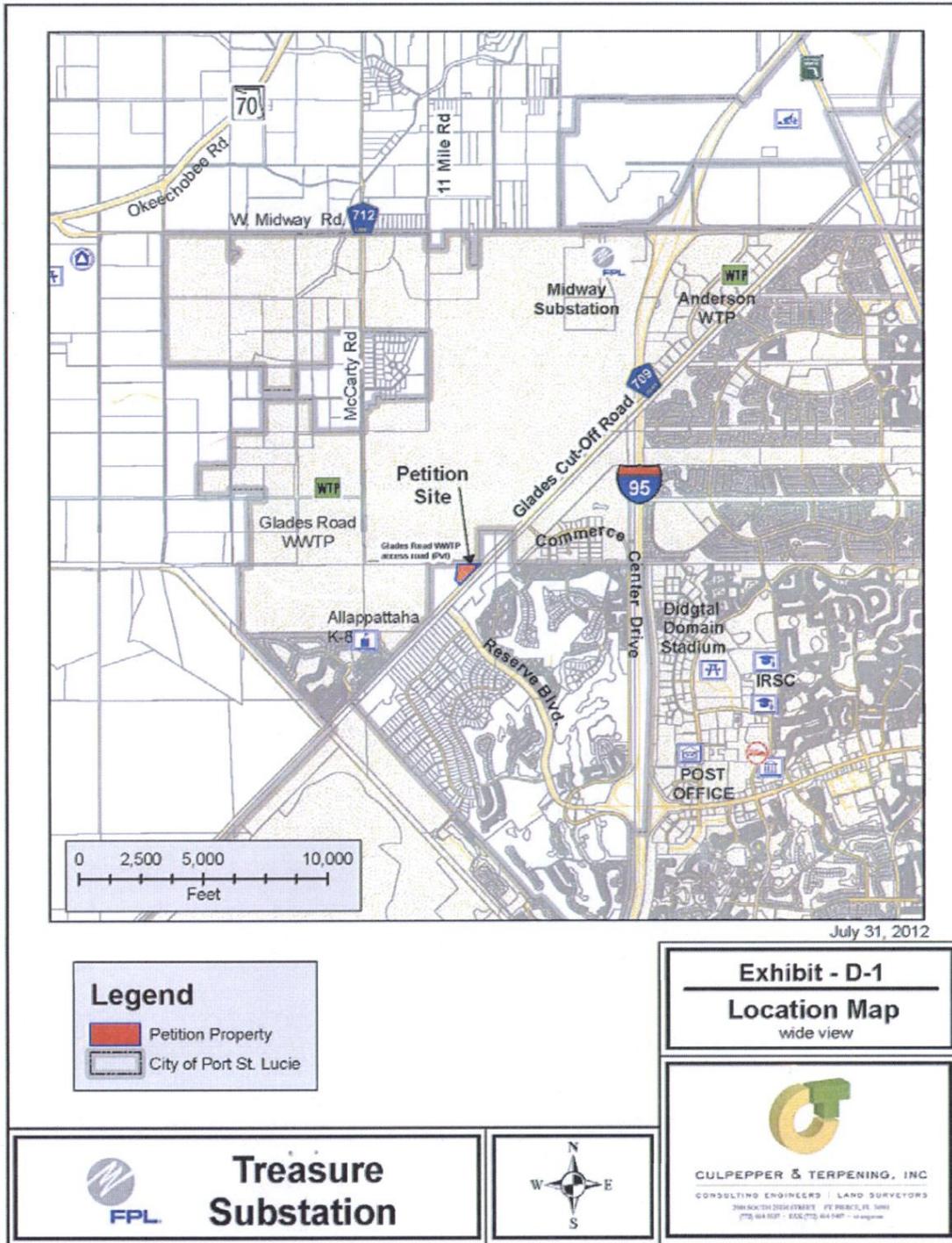
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Exhibit D-1

Project Location Map

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FPL - TREASURE SUBSTATION & PROPERTY
 APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT



Legend

- Petition Property
- City of Port St. Lucie

Exhibit - D-1
Location Map
 wide view

Treasure
Substation



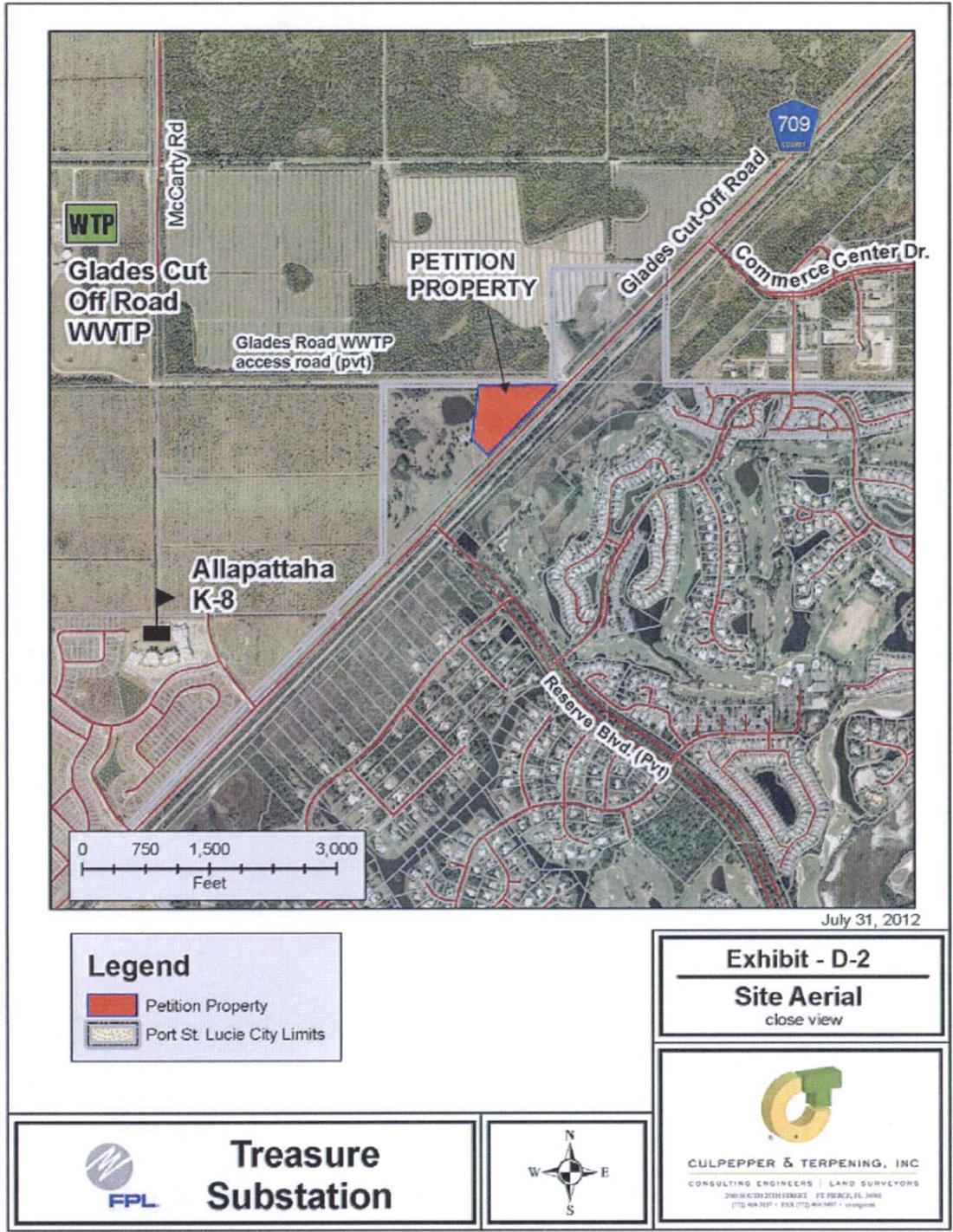
CULPEPPER & TERPENING, INC
 CONSULTING ENGINEERS | LAND SURVEYORS
200 NORTH US HWY 17 | FT. PIERCE, FL 34941
 (888) 664-7827 | (888) 664-7827 | www.culpepper.com

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Exhibit D-2

Site Aerial Map

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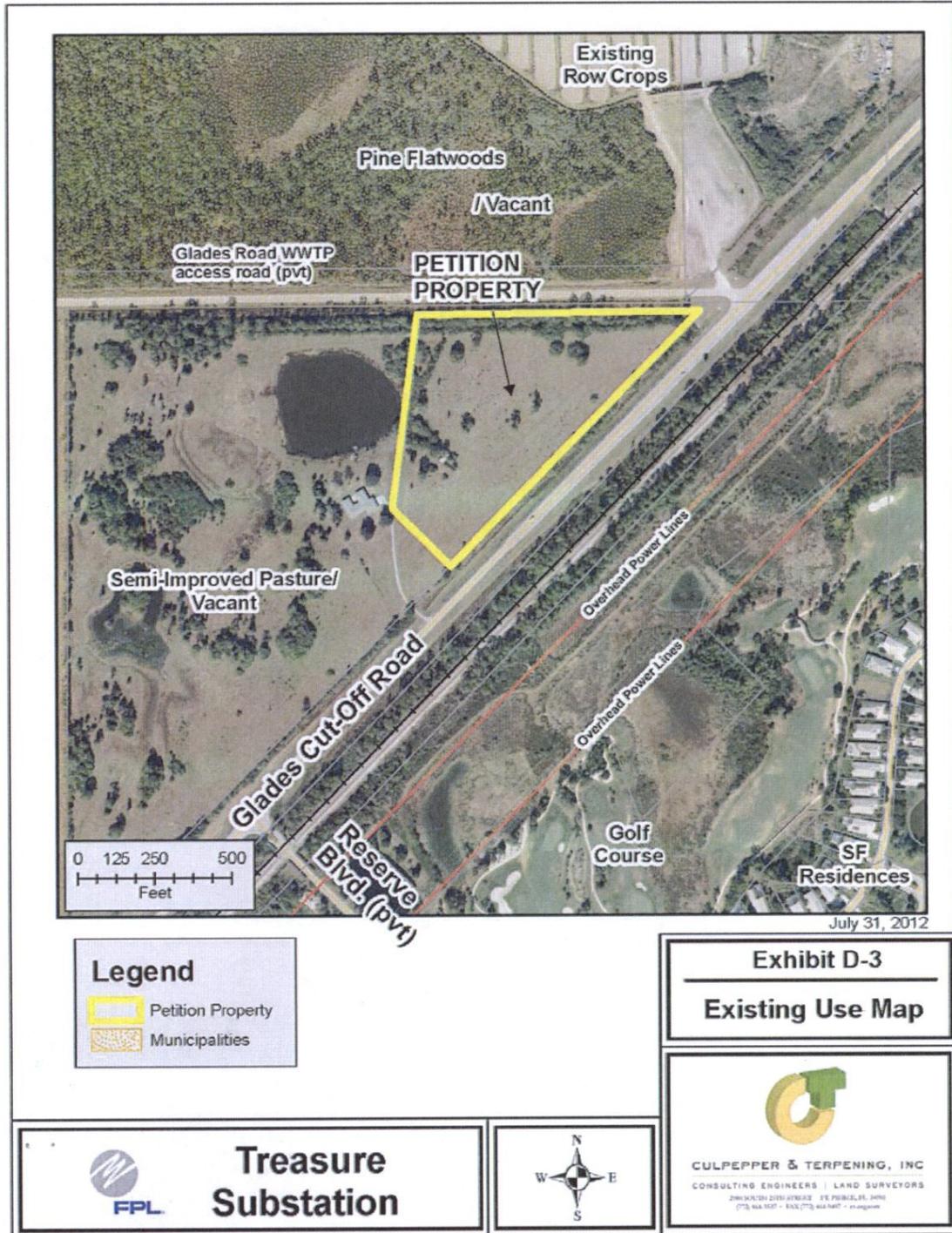


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Exhibit D-3

Existing Use Map

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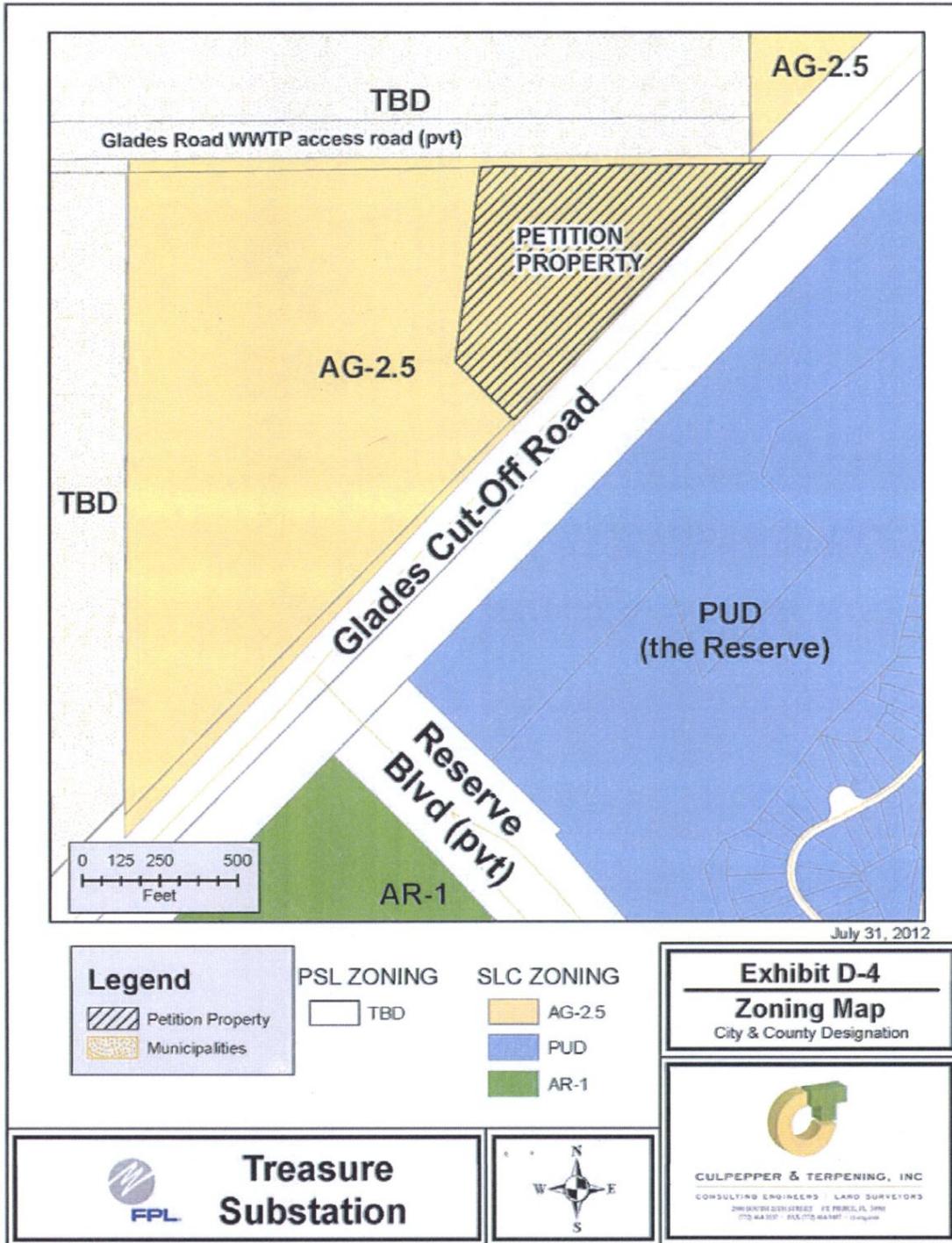


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Exhibit D-4

Surrounding Zoning Map

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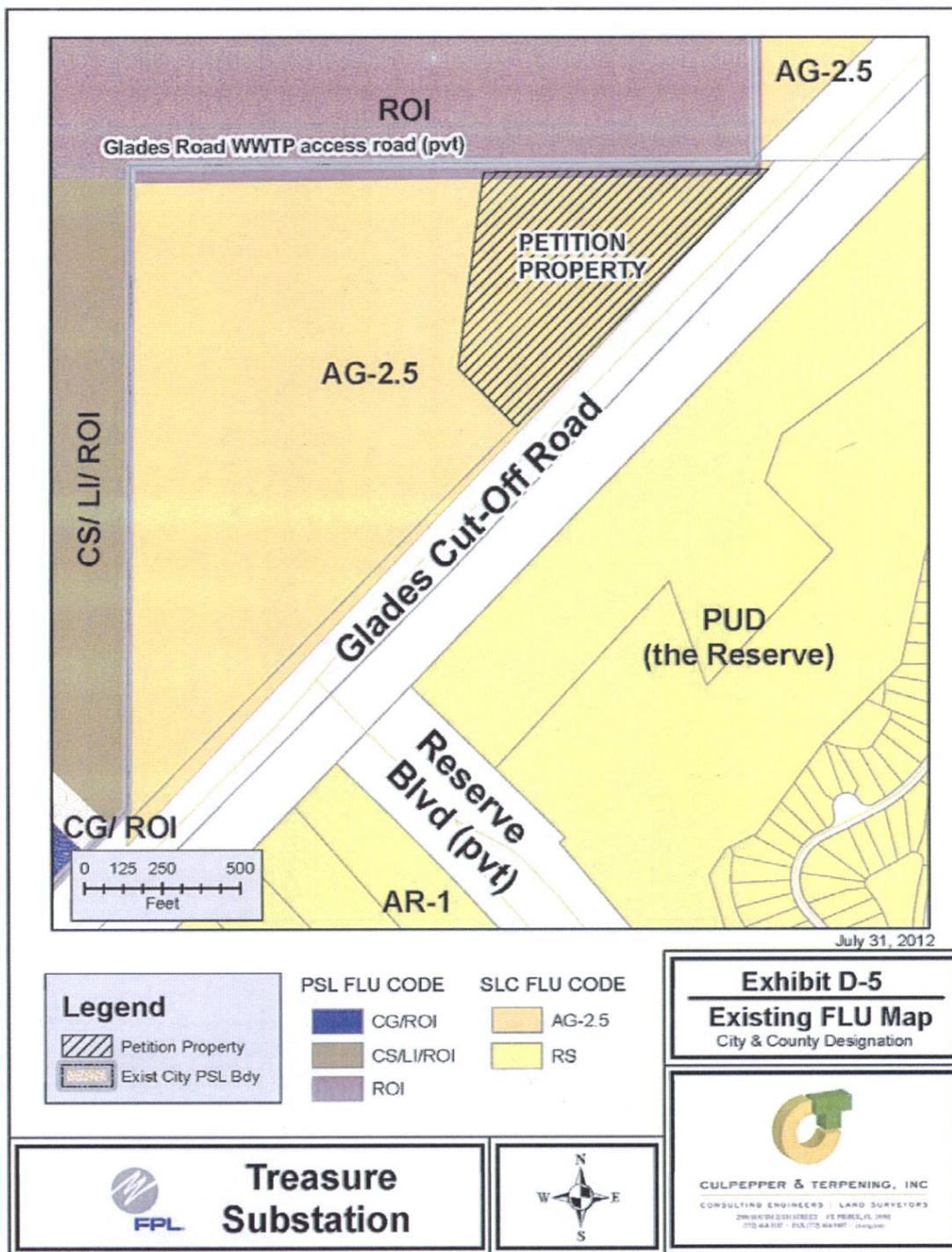


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Exhibit D-5

Surrounding Land Use Map

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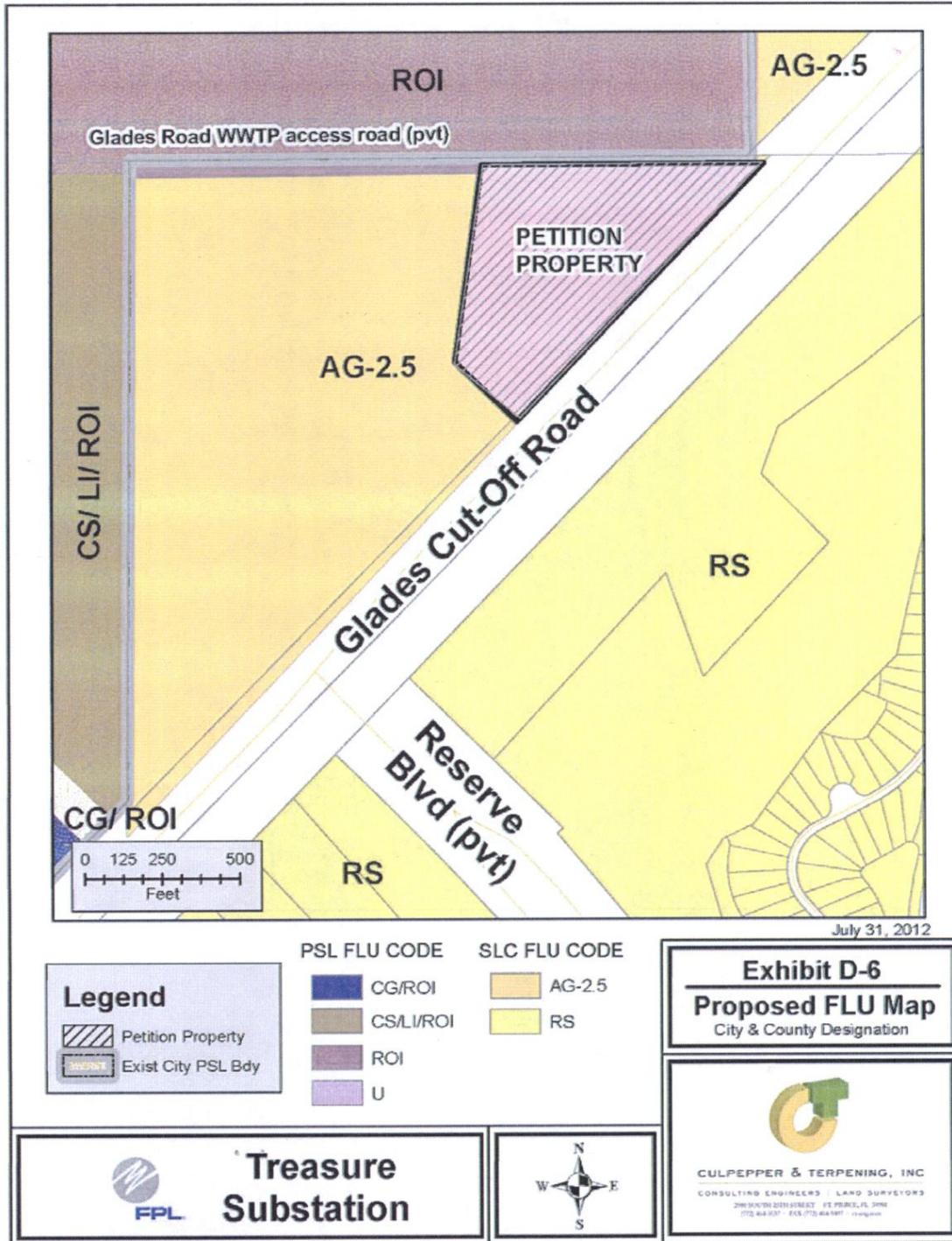


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Exhibit D-6

Proposed Land Use Map

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Exhibit D-7

COMPREHENSIVE PLAN POLICY ASSESSMENT

Future Land Use & Housing

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Consistency with the Goals, Objectives and Policies of the Future Land Use Element

The City of Port St. Lucie Comprehensive Plan (the "Comprehensive Plan") contains a Future Land Use Element which sets forth the physical plan for the future development of the City. A critical component of the Future Land Use Element are the Goals, Objectives and Policies Section, which are "designed to implement the direction as provided for in the text of the Future Land Use Element and serve as a guide for the decision making which affects the use and development of land in Port St. Lucie". In order to demonstrate the consistency of the proposed Future Land Use Amendment with this "direction" and "physical plan", please find the following analysis of the petitions consistency with the individual Goals, Objectives and Policies of the Future Land Use Element. The existing Goals, Objectives and Policies of the Future Land Use Element are underlined. *The analysis (responses on behalf of the application) is italicized.* Please note that some of the Goals, Objectives and Policies have been abbreviated for space reasons.

Goal 1.1: **Provide an appropriate mix of land uses which meet the needs of the current and future residents of Port St. Lucie in a way which is environmentally acceptable; and developed concurrent with needed facilities and services.**

The addition of 10 acres (mol) of utility lands to the City of Port St. Lucie Future Land Use Map will allow for the petitioner Florida Power & Light (FPL) to construct a utility substation along an existing transmission corridor providing for greater power system reliability and continuity of service for the City of Port St. Lucie.

Objective 1.1.1: **Development orders and permits for development or redevelopment activities shall be issued only if the protection of natural and historic resources is ensured and consistent with the goals, objectives and policies of the Conservation and Coastal Elements of this Comprehensive Plan.**

The Property will be developed in accord with the applicable Comprehensive Plan and Land Development Regulations to ensure the protection of all natural and historic resources that may located on the site. Preliminary reviews of the petitioned property indicate no presence of natural and historic resources requiring any extraordinary action or protection.

Policy 1.1.1.1: **No development activities shall occur within areas designated on the Future Land Use Map as Open Space Preservation.**

The Property currently has a St. Lucie County Future Land Use designation of AG-2.5 (Agriculture/ .4 du per acre).

Policy 1.1.1.2: **Species of flora and fauna listed in the Conservation and Coastal Management Elements of this Comprehensive Plan as endangered, threatened or species of special concern shall be protected through inclusion of their habitats in the Preservation designations.**

Any development on the petitioned property will be in accordance with all applicable development standards, including those pertaining to open space, wildlife and habitat preservation. Preliminary reviews of the petitioned property indicate no presence of endangered, threatened or species of special concern requiring extraordinary action or protections.

Policy 1.1.1.3: **The City shall protect potable water well fields and prime aquifer recharge areas...**

The petitioned property is not in an identified wellfield protection area or an identified prime aquifer recharge area.

Policy 1.1.1.4: Proposals for development within the 100-year floodplain as identified by the Federal Emergency Management Agency shall conform with local regulations for development in such areas.

The entire site for which the Annexation is proposed is located in Flood Zone X, above the 100-year flood elevation as identified by FEMA Maps No. 12111-C-0254-J and 12111-C-0260-J.

Policy 1.1.1.5: Through the site plan review process the developer/owner of any site shall be responsible for the on-site management of stormwater runoff so that post development runoff rates, volumes and pollutant loads do not exceed adopted level of service standards.

Stormwater management facilities on the petitioned property will be designed to conform to the applicable rules and regulations of the Florida Department of Environmental Protection and the Army Corps of Engineers. The present proposed use of this site, an electrical substation, is statutorily exempt from review by the South Florida Water Management District

Policy 1.1.1.6: A soil erosion and sedimentation control plan shall be required as part of an application for a building permit or grading and excavating permit whenever a development will involve any clearing, grading, transportation, or other form of disturbing land by the movement of earth, including the mining of minerals, sand and gravel.

Such a plan will be submitted as part of the site plan/building permit application process, as required.

Policy 1.1.1.7: Extraction of natural resources shall be permitted only where compatible with existing and proposed land uses and in a manner consistent with the goals, objectives, and policies of the Conservation Element of this Comprehensive Plan.

No extractions are planned.

Policy 1.1.1.8: Continue to implement existing Land Development Regulations which contain criteria for the identification, designation and protection of historic resources. Sites shall be identified either on the Florida State Master Site File; by the City as part of a historic site survey; or by property owners, qualified professionals or site developers. The City shall apply to designate historic sites based on historic significance. Historic significance shall be determined utilizing the criteria for listing in the National Register of Historic Places. The City shall protect significant sites by requiring preservation, reorientation of project sites, sensitive reuse or other similar actions.

The petitioned site is not identified on the Florida State Master Site File or by the City as part of any historic site survey conducted by the City or qualified professionals.

Policy 1.1.1.9: An environmental assessment shall be required for all significant land use and policy decisions for which there are potentially adverse environmental impacts.

A detailed environmental statement has been determined not to be required as part of this Small Area Plan Amendment. The proposed Small Area Amendment does not represent a significant land use or land policy action. However, a summary environmental statement has been provided in Exhibit I.

Objective 1.1.2: Development orders and permits for development and redevelopment activities shall be issued only in those areas where suitable topography and soil conditions exist to support such development.

As part of the individual site development review and site construction permitting process, the condition of the existing site topography and soils will be evaluated to verify their ability to support the proposed development activity.

Policy 1.1.2.1: As required, all proposed development of other than individual residences shall include a soil analysis prepared by a registered professional engineer which shall include the ability of the soil structure to support the proposed development.

A soils analysis-demonstrating consistency with this Policy will be provided with any application for site plan approval.

Policy 1.1.2.2: All proposed development shall be located in a manner such that the natural topographic features of a site are not adversely altered so as to negatively affect the drainage of the neighboring properties or visual aesthetics of the area.

The development of the site will be engineered so that the adjoining properties are not adversely altered.

Objective 1.1.3: Development orders and permits for development and redevelopment activities shall be issued only in areas where public facilities necessary to meet level of service standards (which are adopted as part of the Traffic, Infrastructure, Recreation and Open Space, and Capital Improvements Element of this Comprehensive Plan) are available concurrent with the impacts of development.

This Objective and its attendant policies will be addressed as part of the follow up site plan review process associated with this property.

Policy 1.1.3.1: The development of residential, commercial and industrial land shall be timed and staged in conjunction with provision of supporting community facilities and services identified as being required such as potable water, sanitary sewers, solid waste removal, vehicular and pedestrian circulation, public safety, recreation, public schools, electricity and drainage.

Please see the response to Objective 1.1.3.

Policy 1.1.3.2: Permit only those proposed public facilities and utilities through the Capital Improvements Element which maximize the efficiency of services provided, minimize their costs, minimize their impacts on the natural environment, and maximize consistency with the goals, objectives, and policies of this Comprehensive Plan.

The proposed use/development of the petitioned site as an electric substation is not required to be identified in the Capital Improvement Element of the City's Comprehensive Plan, as the provision of this service is not by a governmental authority, but rather simply a regulated authority. The location of this substation is adjacent to a major power distribution corridor maintained by FPL and upon its completion will provide for greater overall system reliability and continuity of service for the City of Port St. Lucie and environs.

Policy 1.1.3.3: Potable Water: All new and existing development shall be required to connect to a public water system or a private central water system regulated by the City's Utility Department...

Please see the response to Objective 1.1.3.

Policy 1.1.3.4: Wastewater Service: All new and existing development shall be required to connect to a central wastewater utility regulated by the City's Utility Department or other public wastewater system...

Please see the response to Objective 1.1.3.

Objective 1.1.4: Future growth, development and redevelopment shall be directed to appropriate areas as depicted on the Future Land use Map. The land use map shall be consistent...

The Property is currently designated with a future land use classification of AG-2.5 (Agriculture/ .4 du per acre) in St. Lucie County. The intended use of the petitioned property is for the development of a utility substation providing for greater power system reliability and for the expansion of services for the western annexation area of the City of Port St. Lucie.

Policy 1.1.4.1: The following residential future land use designations and associated maximum densities shall apply to the City:
a. Low Density Residential (RL) - a maximum density of 5.0 DUs per gross acres;
b. Medium Density Residential (RM) - a maximum of 11.0 DUs per gross acre;
c. High Density Residential (RH) - a maximum of 15.0 DUs per gross acre.
d. Residential Golf Course (RGC) - a maximum density of 5.0 dwelling units per gross

This policy is not applicable to the petitioned property

Policy 1.1.4.2: The City shall provide the following commercial land use designation for commercial development (a detailed description of each is provided for in the land use element text):...

This policy is not applicable to the petitioned property.

Policy 1.1.4.3: The City shall provide the following industrial land uses:...

This policy is not applicable to the petitioned property.

Policy 1.1.4.4: The City shall provide the following land use designation for institutional land uses:

This policy is not applicable to the petitioned property.

Policy 1.1.4.5: The City shall provide the following land use designation for utility land uses:
a. Utility (U). The Future Land Use Maps allocate a utility designation to lands accommodating major public and private utilities generally requiring two or more acres of land.

The Petitioned Property contains 10.0 (mol) acres of land.

Policy 1.1.4.6: The Future Land Use Maps allocate an open space designation to: a) recreation areas;...

This policy is not applicable to the petitioned property.

Policy 1.1.4.7: The City shall review and revise as needed land development regulations and modify the site plan development review process to, at a minimum ensure:

- a. Residential.
 - 1. Require 50 percent of site remain as open space (30 percent open space shall be required for residential areas within the NCO land use as defined under Policy 1.2.5.1);
 - 2. Require one half of designated open space area (15%-25% as applicable) remain in native state when native vegetation exists in enough quantity to satisfy this requirement;
 - 3. Require wildlife corridors between preserved areas; and
 - 4. In situations where preserved areas would be ten acres or less, and could not be interconnected with other preserved areas which would result in an area of ten acres or more, the City Council shall consider accepting a monetary donation to its Conservation Trust Fund to be used towards purchase of habitats of ten acres or more.
- b. Non-residential.
 - 1. Require 25 percent of site remain as open space (10 percent open space shall be required for non-residential areas within the NCD land use as defined under Policy 1.2.5.1);
 - 2. Require wildlife corridors between preserved areas; and
 - 3. In situations where preserved areas would be ten acres or less, and could not be interconnected with other preserved areas which would result in an area of ten acres or more, the City Council shall consider accepting a monetary donation to its Conservation Trust Fund to be used towards purchase of habitats of ten acres or more.

Part A of this Policy is not applicable to the petitioned property. Part B of this Policy will be addressed as part of the individual site plan review for this site.

Policy 1.1.4.8: By the year 2000 the City shall review and revise as needed land development regulations that permit:...

This policy is not applicable to the petitioned property.

Policy 1.1.4.9: Upon completion of any update of the Treasure Coast Regional Planning Council's Hurricane Evacuation Plan, or during any update of the City's Comprehensive Plan, the City will review, and revise as necessary, its coastal area densities to ensure that they do not result in an increase in hurricane evacuation times or shelter capacity deficiencies as contained in the Region's Plan.

This policy is not applicable to the petitioned property.

Policy 1.1.4.10: The following densities and intensities shall apply to the future land use designations:

LAND USE DESIGNATIONS		DENSITY MAXIMUM INTENSITIES	COVERAGE	HEIGHT	IMPERVIOUS ¹
RG/C	Residential Golf Course)	1-5du/acre			50% ^o
RL	(Low Density Residential)	1-5du/acre			50% ^o
RM	(Medium Density Residential)	1-11du/acre			50% ^o
RHI	(High Density Residential)	1-15du/acre			50% ^o
ROI	Medium Density Residential,	1-11du/acre			
	Office,	N/A	30% ^o	35/175' feet	80% ^o
	Institutional	N/A	30% ^o	35/75' feet	80% ^o
	Office/Com ²	N/A	40% ^o	35/75'feet	80% ^o
NCD -New Community District ³		1-35du/acre ^{4**}	60% ^o /80% ^o	35/50/100/150 feet ^{***}	80% ^o /90% ^o
CL	(Limited Commercial)	N/A	40% ^o	35 feet	80% ^o
CG	(General Commercial) ⁴	N/A	40% ^o	35/75'/120 ^{**} feet	80% ^o
CS	(Service Commercial)	N/A	40% ^o	35/75' feet	80% ^o
CH	(Highway Commercial)	N/A	40% ^o	50 feet	80% ^o
I	(Institutional)	N/A	30% ^o	35/75'feet	80% ^o
U	(Utility)	N/A	30% ^o	50 feet	80% ^o
OSR	(Open Space Recreation)	N/A	30% ^o	35 feet	80% ^o
OSC	(Open Space Conservation)	N/A	10% ^o	35 feet	20% ^o
OSP	(Open Space Preservation)	N/A	10% ^o	35 feet	20% ^o
IJ	(Light Industrial)	N/A	50% ^o	35/75' feet	80% ^o
HI	(Heavy Industrial)	N/A	50% ^o	35/75' feet	60% ^o

1. Impervious coverage is subject to upland preservation as required by land development regulations. 80%^o coverage may not always be possible if 25%^o of the site consists of native upland vegetation.
 2. Office/Com. Per LMD zoning allows up to 50%^o retail personal service related, or a maximum of 5,000 sf, in conjunction with other office uses.
 3. See the Objectives and Policies contained under Goal 1.2 for provisions related to the NCO - New Community Development District.
 4. Commercial districts allow for one dwelling unit for owner/manager through special exception public hearing process.
- ^{*} Within a PUD, greater than five acres, the maximum height permitted is 75 feet. All such height requests are contingent upon the approval of a master plan and elevation drawings which illustrate that the proposed height is compatible with the surrounding land uses. The applicant is required to provide adequate information to support the compatibility of the proposed taller structures with the surrounding land uses.
- ^{**} The maximum height for commercial, uses within a PUD located in the Port St. Lucie Community Redevelopment Area may be 120 feet or 10 stories, whichever is less. All such height requests are contingent upon the approval of a master plan and elevation drawings which

illustrate that the proposed height is compatible with the surrounding land uses. The applicant is required to provide adequate information to support the compatibility of the proposed taller structures with the surrounding land uses.

*** The 35 dwelling units per acre maximum density allowance and 150 foot maximum height limit are only permitted in the Regional Business Centers. The 150 foot maximum height shall also be permitted for hospital uses in Employment Centers.

The land coverage restrictions for the petitioned property will be addressed as part of any final site plan submissions.

Policy 1.1.4.11: The City Council may limit the densities or intensities to less than the maximums allowed by Policy 1.1.4.10. These limitations shall be illustrated on the Future Land Use Map and included in the adopting ordinance. If the property owner desires to increase the density or intensity limitation imposed by an ordinance amending the Future Land Use Map, a new comprehensive plan future land use amendment application shall be submitted and reviewed pursuant to the amendment procedures outlined in Chapter 163, F.S. Or 94-5410/94

This policy is not applicable to the petitioned property.

Policy 1.1.4.12: A manual shall be established to implement conversion areas of the Future Land Use Map. It shall include development of performance standards to allow conversions and include variance procedures for exception to such standards only in appropriate locations. The Planning and Zoning Board shall review these variance requests and forward a recommendation to the City Council for final approval or denial authority regarding such requests. Ord.95-4811/95

This policy is not applicable to the petitioned property.

Policy 1.1.4.13: The following conversion chart is established to illustrate compatible land use and zoning categories...

The Petitioned Property is intended to be zoned U (Utility), which is referenced as being compatible with a future land use of U (Utility).

Policy 1.1.4.14: In order to promote the development of a compact, high-intensity, high-density, multi-use area, and to designate an area for intensive growth that includes land uses such as residential, commercial, retail, cultural, recreational, hospital/medical and entertainment facilities, the Gatlin Commons Regional Activity Center ("RAC") Overlay is hereby established within the boundaries delineated on the City's Future Land Use Map. This area generally includes the property located east of Interstate 95, south of Gatlin Boulevard and west of Rosser Boulevard. The total acreage of the Gatlin Commons RAC is approximately 124.59 acres.

This policy is not applicable to the petitioned property.

Policy 1.1.4.15: Pursuant to Section 380.06(2)(e), Florida Statutes and Rule 28-24.014(1 O)(a), Florida Administrative Code, the Gatlin Commons Regional Activity Center Overlay shall be used to increase the Development of Regional Impact ("DRI") development thresholds on the property located with the RAC boundaries. As such, the development thresholds within the Gatlin Commons RAC shall be increased by the following:

- a. The thresholds shall be increased by 50 percent for the following land uses:
- residential (to 1,500 dwelling units);
 - hotel/motel (to 525 rooms);
 - office (to 450,000 square feet); and
 - retail (to 600,000 square feet).

This policy is not applicable to the petitioned property.

Policy 1.1.4.16: Pursuant to the provisions of Policy 1.1.8.1, in order to promote the development of a compact, high-intensity, multi-use area, and to designate an area for intensive growth that includes land uses such as industrial, commercial, retail, and residential, which supports the City's biotech and life sciences industries, the Lulfs Groves Business Park Area is hereby established within the boundaries on the City's Future Land Use Map. This area generally includes the property west of Glades Cut-Off Road, north of the Copper Creek PUD, and south of the City's Glades Road Wastewater Treatment Facility and LTC Ranch. The total acreage of the Lulfs Groves Business Park Area is approximately 464.5 acres.

This policy is not applicable to the petitioned property.

Policy 1.1.4.17: Development within the Lulfs Groves Business Park Area shall be consistent with the land uses delineated on the Future Land Use Map and the sub-area policies establishing development allowances and requirements set forth below:

- a. Within the Lulfs Groves Business Park Area, the following land uses shall be allowed either individually or in combination:
- i. Residential, Office and Institutional (ROI);
 - ii. General Commercial (CG);
 - iii. Service Commercial (CS);
 - iv. Light Industrial (L); and
 - v. Heavy Industrial (HI).
- b. Overall distribution of mix of uses/density and intensity proposed:

Use	Square Feet/Units
Industrial	1,000,000 s.f. - 2,400,000 s.f
Retail	100,000 s.f. - 200,000 s.f
Office	50,000 s.f. - 200,000 s.f
Institutional	50,000 s.f. - 200,000 s.f
Residential	up to 500 units

- c. Distribution of mix of uses/density and intensity proposed by 2013:

Use	Square Feet/Units
Industrial	Up to 675,000 s.f.
Retail	Up to 50,000 s.f.
Office	Up to 100,000 s.f.
Institutional	Up to 100,000 s.f.
Residential	Up to 135 units

These figures are based on the traffic analysis prepared by Susan O'Rourke, P.E., Inc. stating that the maximum number of vehicular trips permitted within the first 5 years is 227 trips in and 628 trips out.

This policy is not applicable to the petitioned property.

Policy 1.1.4.18: Pursuant to the provisions of Policy 1.1.8.1, Policy 1.1.8.2, and Policy 1.1.8.4, in order to promote the development of a compact, mixed use community with an appropriate commercial node, the Orange Lake Crossings Area is hereby established within the boundaries of the Future Land Use Map. This area generally includes property south of Williams Road at the intersection of McCarty Road, north of the City of Port St. Lucie Wastewater Plant and east of Shinn Road and contains a total of approximately 177.1 acres.

This policy is not applicable to the petitioned property.

Policy 1.1.4.19: Development within the Orange Lake Crossings Area shall be consistent with land uses delineated on the Future Land Use Map and the sub-area policies establishing development allowances and requirements set forth below:

- a. Within the Orange Lake Crossings Area, the following land uses shall be allowed:
 - i. Low Density Residential (RL)
 - ii. Medium Density Residential (RM)
 - iii. General Commercial (CG)
 - iv. Residential/Office/Institutional (ROI)
 - v. Open Space Recreation (OSR)
 - vi. Utilities (U)

b. Overall distribution of mix of intensity and density proposed at buildout:

Use	Square Feet/Units
Single Family Residential	330 units*
Multifamily Residential	698 units*
Commercial	154,202 s.f.
ROI	161,912 s.f.
Utility	121,400 s.f.

* The mix of multifamily and single family residential units may change so long as the maximum number of residential units does not exceed 1,028 and the total traffic generation is comparable.

- c. Year 2013 overall 5 year maximum distribution of mix of intensity and density or an alternative mix of uses equivalent to the PM peak hour trips generated by the following uses:

Use	Square Feet/Units
Single Family Residential	120 units
Single Family Residential	225 units
Commercial/Office	70,000 s.f
Retail	40,000 s.f
Utility	121,400 s.f.
Recreation	8 acres

These figures are based on the traffic analysis prepared by Susan O'Rourke, P.E., Inc. stating that the maximum number of vehicular trips permitted within the first 5 years is 291 trips in and 310 trips out.

This policy is not applicable to the petitioned property.

- Policy 1.1.4.20: Pursuant to the provisions of Policy 1.1.8.1 and Policy 1.1.8.4, in order to promote development with a mix of uses and an appropriate commercial node, the Graves Brothers Area is hereby established within the boundaries of the Future Land Use Map. This area generally includes property at the southeast intersection of Midway Road and Shinn Road and contains a total of approximately 304 acres.

This policy is not applicable to the petitioned property.

- Policy 1.1.4.21: Development within the Graves Brothers Area shall be consistent with land uses delineated on the Future Land Use Map and the sub-area policies establishing development allowances and requirements set forth below:

- a. Within the Graves Brothers Area, the following land uses shall be allowed:
- i. Low Density Residential (RL)
 - ii. General Commercial (CG)
 - iii. Institutional (I)
 - iv. Open Space Recreation (OSR)

- b. Overall Distribution of mix of intensity and density proposed at buildout:

Use	Square Feet/Units
Residential	1,314 units
Commercial	175,000 s.f

Institutional/Office	65,340 s.f
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c. Year 2013 overall 5 year maximum distribution of mix of intensity and density or an alternative mix of uses equivalent to the PM peak hour trips generated by the following uses:

Use	Square Feet/Units
Residential	340 units
Commercial	45,000 s.f
Institutional/Office	20,000 s.f

These figures are based on the traffic analysis prepared by Susan O'Rourke, P.E., Inc. stating that the maximum number of vehicular trips permitted within the first 5 years is 287 trips in and 230 trips out.

This objective is not applicable to the specific petition under review.

Objective 1.1.5: Existing land uses, which are incompatible or inconsistent with the Future Land Use Plan, shall be eliminated by the year 2000.

This objective is not applicable to the specific petition under review.

Policy 1.1.5.1: Expansion or replacement of land uses which are incompatible with the Future Land Use Plan shall be prohibited. The City shall include provisions within the land development regulations which amortize land uses which are not compatible or consistent.

This policy is not applicable to the specific petition under review.

Policy 1.1.5.2: By the year 2000, the City shall review and revise as needed regulations for buffering incompatible land uses as set forth in the City's land development regulations.

This policy is not applicable to the specific petition under review.

Objective 1.1.6: Future growth and development will be managed through the preparation, adoption, implementation and enforcement of land development regulations, including the use of PUD's, mixed use projects and to ensure coordination and consistency with interagency hazard mitigation plans of resource planning and management plans pursuant to Chapter 380.F.S.

This objective is not applicable to the specific petition under review.

Policy 1.1.6.1: By the year 2000, the City shall review and update as needed land development regulations, consistent with F.S. Section 163.3202(1), as amended, that shall contain

provisions required to implement the Comprehensive Plan, and which include the following:

- a. Regulate the subdivision of land;
- b. Regulate the use of land and water consistent with the Comprehensive Plan and ensure the compatibility of adjacent land uses and provide for open space;
- c. Protect those areas designated Open Space Conservation or Open Space Preservation on the Future Land Use Maps;
- d. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management;
- e. Protect potable water wellfields and aquifer recharge areas;
- f. Regulate signage;
- g. Ensure safe and convenient on-site traffic flow and vehicle parking needs;
- h. Provide that development orders and permits shall not be issued which result in a reduction of the level of service for the affected public facilities below the level of service standards adopted in the Comprehensive Plan; and,
- i. Provide for procedures and time schedules for amendments to the Comprehensive Plan consistent with the provisions of F.S. Section 163.3187.

This policy is not applicable to the specific petition under review.

Policy 1.1.6.2: Review regional and state agency plans, and amend local plans and development regulations as needed to ensure consistency between various levels of government.

This policy is not applicable to the specific petition under review.

Policy 1.1.6.3: The City may adopt Special District (SD) zoning designations for land uses within the City's Community Redevelopment Area (C.R.A) to allow for mixed, multiple or single uses ads consistent wit the adopted Community Redevelopment Plan.

This policy is not applicable to the specific petition under review.

Policy 1.1.6.4: The city will support planning programs, partnerships, and activities within designated "urban infill and redevelopment" areas which results in fulfilling the intent of the approved Community Redevelopment Plan and as consistent with state grown management rules and statutes.

This policy is not applicable to the specific petition under review.

Policy 1.1.6.5: The implementation of a multi-use development within a designated urban infill and redevelopment area may satisfy transportation concurrency by paying to Port St Lucie a proportionate share contribution, provided there are sufficient funds to pay for one or more improvements that will benefit a regionally significant roadway. The proportionate fair shares shall be calculated in accordance with Chapter 163.3180(12), F.S.

This policy is not applicable to the specific petition under review.

Objective 1.1.7: Future development will be encouraged to locate in the sewer and water assessment districts as shown and adopted in the infrastructure element to discourage urban sprawl.

The Property is within the Urban Service Area and will not contribute to urban sprawl.

Policy 1.1.7.1: Maintain sewer/water assessment (USA) maps.

This policy is not applicable to the specific petition under review.

Policy 1.1.7.2: Central water and sewer facilities and other municipal services, requiring capital investment shall be extended and provided in the service districts to facilitate compact development in accordance with the Capital Improvement Element.

This policy is not applicable to the specific petition under review.

Policy 1.1.7.3: The City will extend urban services based on approved special assessment districts.

This policy is not applicable to the specific petition under review.

Objective 1.1.8: The City shall initiate and utilize planning and development controls to discourage the proliferation of urban sprawl, encourage innovative development, greater diversity of land uses and to improve community appearance.

The proposed Land Use of U (Utility) is the only land use category suitable for the property.

Policy 1.1.8.1: The City shall encourage developers to build mixed use projects which integrate several land uses within the same project....

The proposed Land Use of U (Utility) is the only land use category suitable for the property.

Policy 1.1.8.2: For large scale projects, utilize PUD zoning and design and architectural controls to better integrate mixed use into neighborhoods.

This policy is not applicable to the specific petition under review.

Policy 1.1.8.3: Develop a neighborhood planning program to help build citizen consensus on zoning, diversify land uses, enhance neighborhoods, promote infill and redevelopment, and integrate open space and development.

This policy is not applicable to the specific petition under review.

Policy 1.1.8.4: Expand and define commercial nodes where appropriate and utilize urban design standards and techniques to beautify and enhance community appearance along major corridors.

This policy is not applicable to the specific petition under review.

Policy 1.1.8.5: Discourage the issuance of single family building permits in land use conversion areas with a non-residential land use designations.

This policy is not applicable to the specific petition under review.

Policy 1.1.8.6: Permit telecommunication towers only in land use categories with HI, LI, CS, I, OSR, OSC, U and NCD designations in accordance with land development standards adopted in the zoning code.

This policy is not applicable to the specific petition under review.

GOAL 1.2: TO CREATE LARGE-SCALE, SUSTAINABLE NEW COMMUNITIES WITH MIXED USES.

Objective 1.2.1: Adopt a New Community Development District (NCD District) Future Land Use designation, which will facilitate the development of a mixed-use community.

This Goal and its attendant Objectives and policies are not applicable to the specific petition under review.

GOALS 3.1: THE PROVISION OF AN ADEQUATE MIX OF SAFE AND SANITARY HOUSING WHICH MEETS THE NEEDS OF EXISTING AND FUTURE PORT ST. LUCIE RESIDENTS.

Objective 3.1.1: Assist the private sector in providing 15,275 new dwelling units of various types, sizes, and costs by 2007 (as per 10 year population projections) to meet the needs of future residents.

This Objective is not applicable to the specific petition under review.

Policy 3.1.1.1: The City will provide a housing data base, which includes demand analysis by housing type, household size and income on a yearly basis, as well as technical assistance to the private and non-profit sectors to maintain a housing production capacity sufficient to meet the required demand.

This policy is not applicable to the specific petition under review.

Policy 3.1.1.2: Develop and maintain local government partnerships with the private and non-profit sectors, such as local lenders and the St. Lucie County Lending Consortium through the SHIP program, to improve the efficiency and expand the capacity of the housing delivery system.

This policy is not applicable to the specific petition under review.

Policy 3.1.1.3: By 1999, review ordinances, codes, regulations and the permitting process for the purpose of eliminating excessive requirements, streamlining and amending or adding other requirements in order to maintain or increase private sector participation in meeting the housing needs of all residents, especially those with special housing needs, while continuing to insure the health, welfare, and safety of the residents.

This policy is not applicable to the specific petition under review.

Policy 3.1.1.4: Support the implementation of the adopted Affordable Housing Incentive Plan.

This policy is not applicable to the specific petition under review.

Policy 3.1.1.5: By the year 1999, review the land development regulations to consider the need for site selection criteria for the location of housing for the elderly and institutional housing which shall consider accessibility, convenience and infrastructure availability.

This policy is not applicable to the specific petition under review.

Objective 3.1.2: Continue to enforce codes and policy for the rehabilitation of substandard housing units.

This Objective is not applicable to the specific petition under review.

Policy 3.1.2.1: Update on an annual basis the Consolidated Plan for the CDBG program, which identifies substandard housing.

This policy is not applicable to the specific petition under review.

Policy 3.1.2.2: Improve the structural and aesthetic quality of the housing stock, through enforcement of the property maintenance code.

This policy is not applicable to the specific petition under review.

Policy 3.1.2.3: Continue participation in the CDBG and SHIP programs to obtain funds for the rehabilitation of substandard housing.

This policy is not applicable to the specific petition under review.

EXHIBIT E

SUPPLEMENTAL INFORMATION

COMPREHENSIVE PLAN

FUTURE LAND USE MAP AMENDMENT

NATURAL FEATURES OF THE ENVIRONMENT

Natural Features of the Environment. Significant natural features of the proposed development shall be mapped and described in the Land Use Plan Map or narrative. Potential methods of managing any major environmental impacts which are likely to be generated by the proposed development shall be identified. Natural features shall include, but not be limited to:

a. Site Summary:

The petitioned site is approximately 10 acres in area. The site is predominantly improved pasture; with small scattering of pine, trees found ion the perimeter areas of the site. There are no identified wetlands or special upland habitats found on the petitioned property.

b. Flood Plain:

The entire site for which the Annexation is proposed is located in Flood Zone X, above the 100-year flood elevation as identified by FEMA Maps No. 12111-C-0254-J and 12111-C-0260-J.

c. Soils:

The soils survey for St. Lucie County, as published by the United States Department of Agriculture, identify the predominate surface soil as Nettles Sand, which is considered to be a suitable soil for development.

d. Vegetation:

The site is predominantly improved pasture; with small scattering of pine, trees found ion the perimeter areas of the site.

e. Wetlands:

There are no identified wetlands or special upland habitats found on the petitioned property, as recognized through the national wetlands inventory maps. However, local reviews of this site will be conducted prior to any application for site plan review in order to verify, these

generalized mapping statements (refer to Exhibit K). Any wetlands that are identified on the site will be addressed in accord with the Local Comprehensive Plan protection policies and applicable State and Federal regulations.

f. Protected Wildlife:

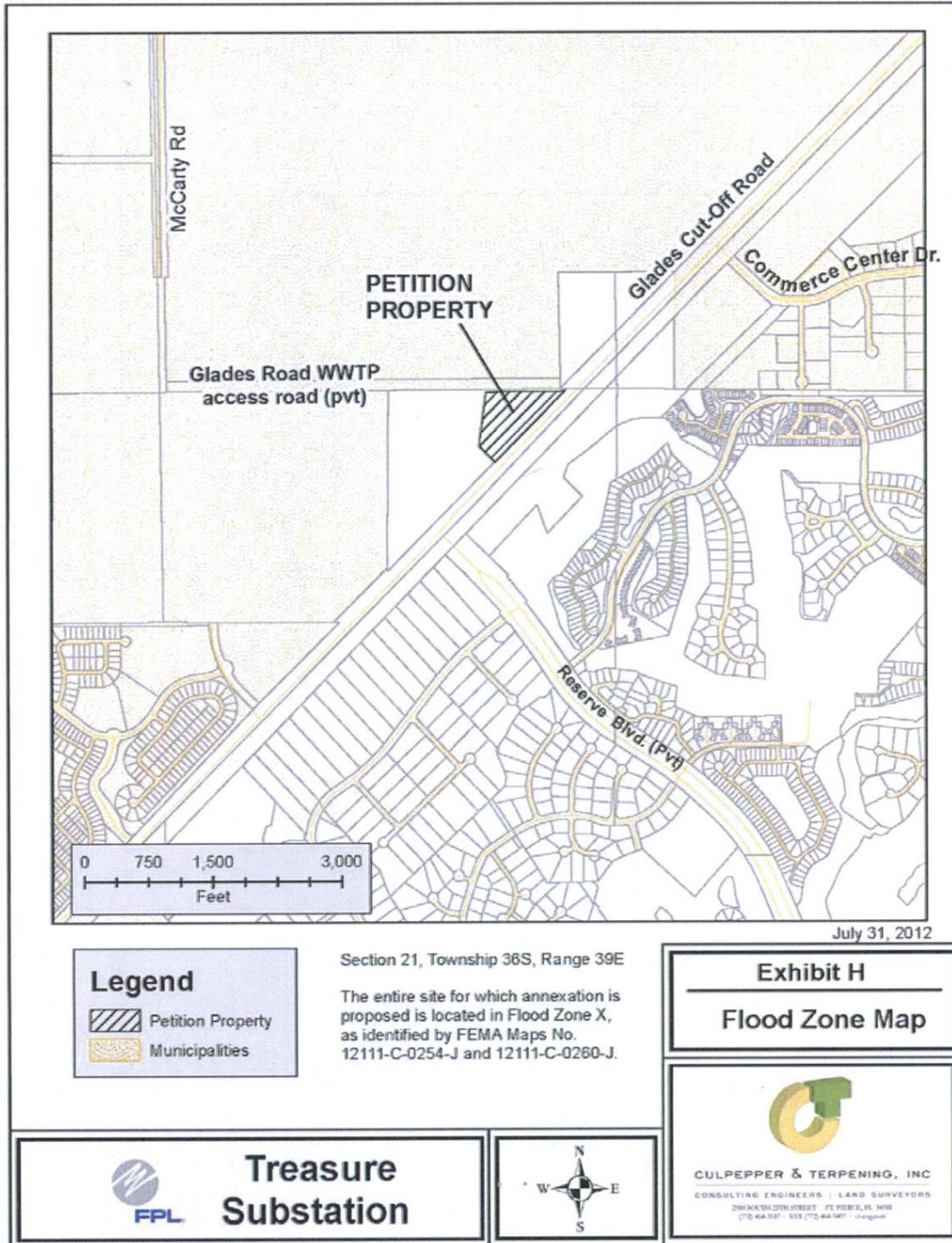
There are no identified protected wildlife found on the petitioned property,

Exhibit E-1

Flood Zone Map

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FPL - TREASURE SUBSTATION & PROPERTY
 APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

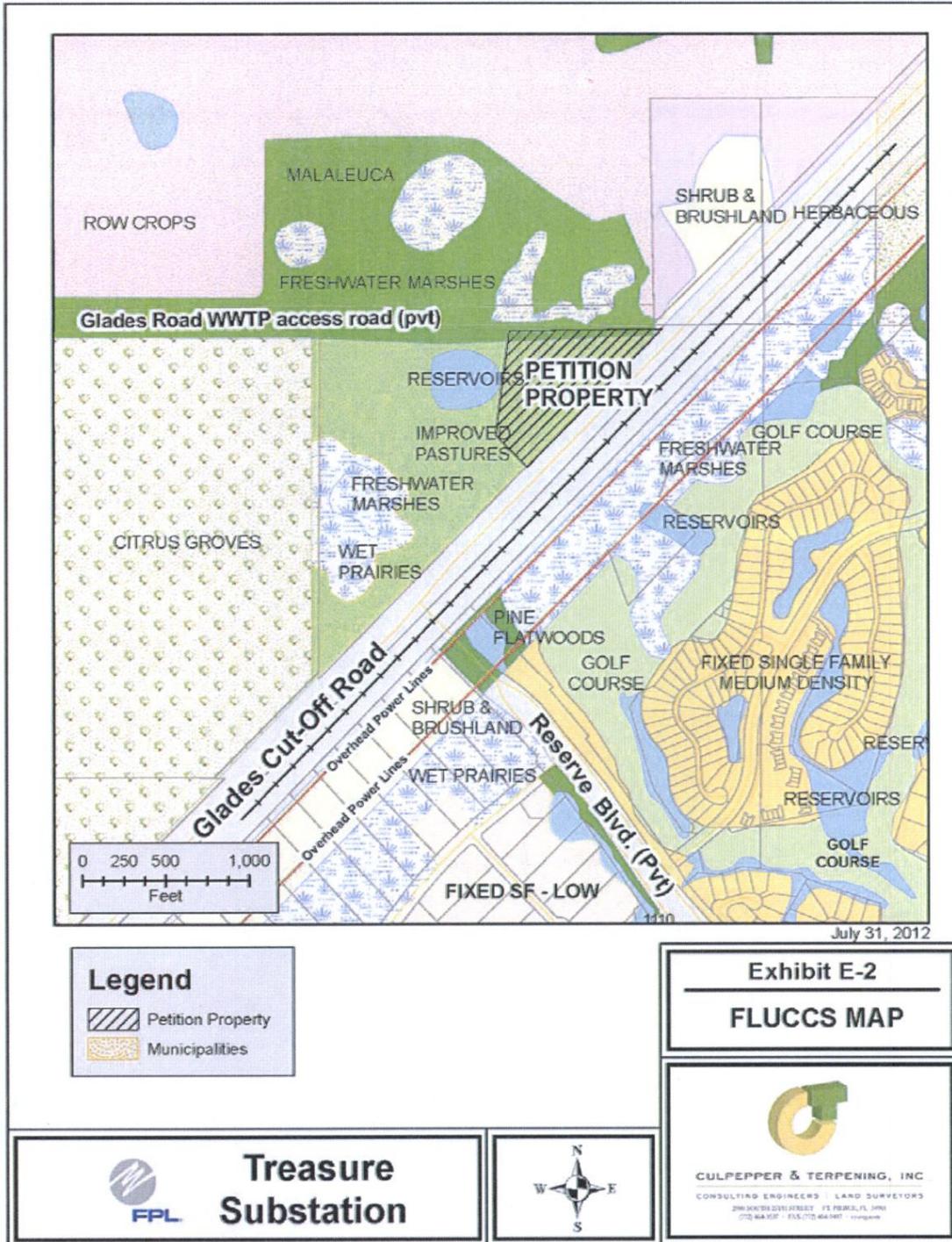


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Exhibit E-2

FLUCCS Map

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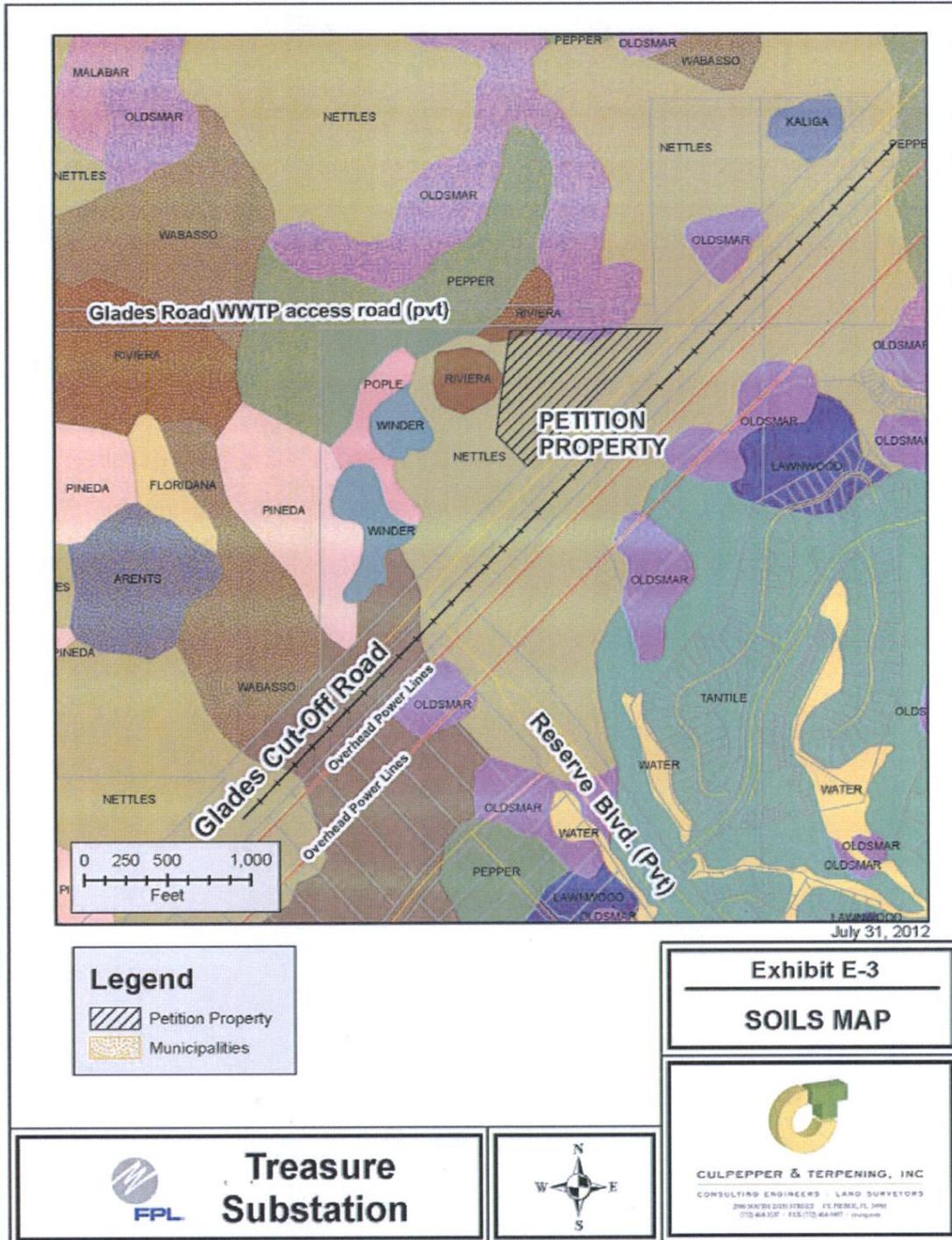


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Exhibit E-3

Soils Map

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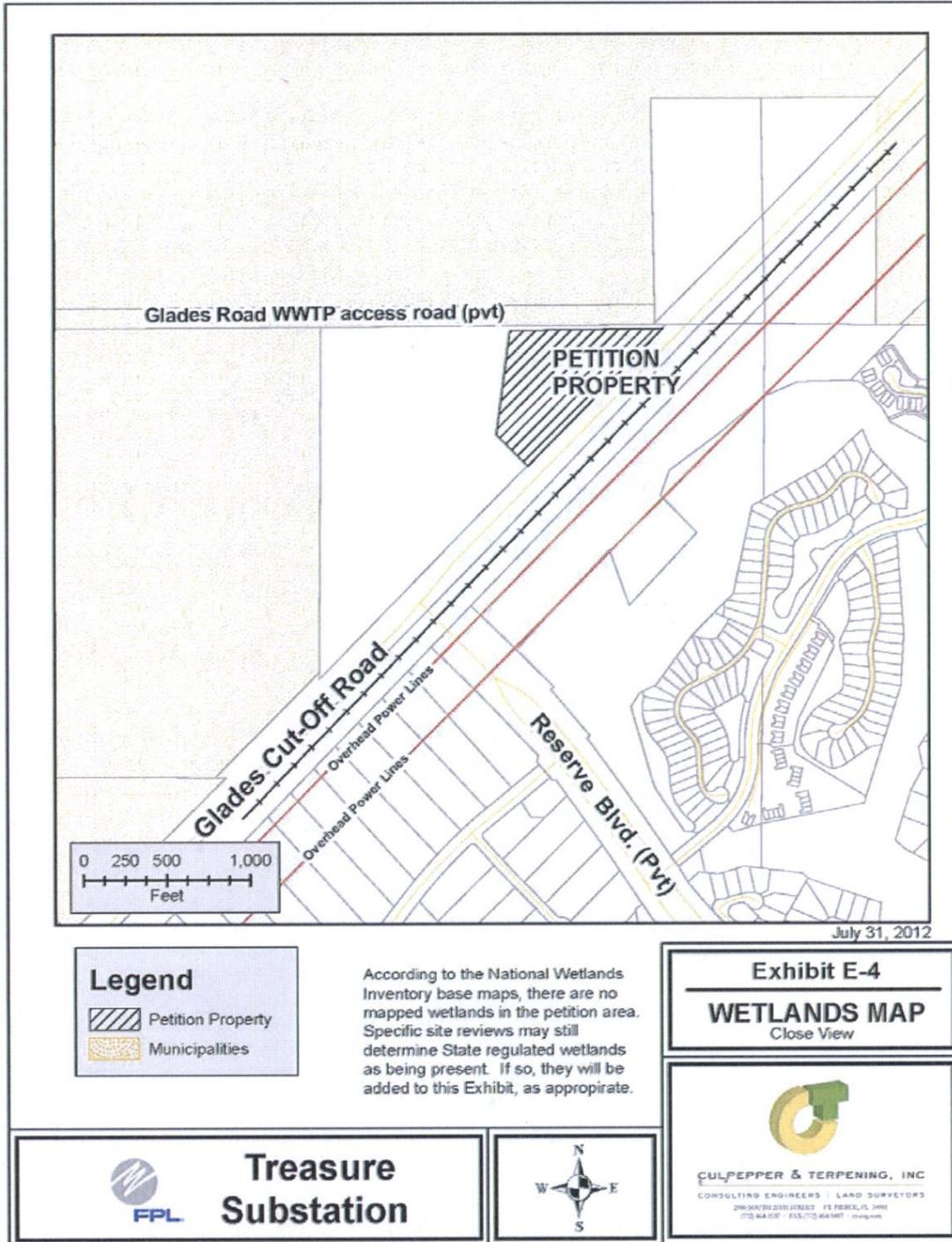


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Exhibit E-4

Wetlands Map

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Exhibit E-5

Environmental Impact Statement

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Jackie Kingston
Siting and Permitting Group
Florida Power and Light Company
700 Universe Blvd.
Juno Beach, Florida 34957

July 25, 2012

**Re: Environmental Assessment for Proposed FPL Treasure Substation
IO# P00000111153**

Dear Ms. Kingston:

Ecological Associates, Inc. (EAI) was contracted by Florida Power & Light Company (FPL) to conduct an environmental assessment in support of the development of a new transmission substation (a.k.a. Treasure Substation) within unincorporated St. Lucie County, Florida. The proposed 49.6-acre site for the substation is located along the west side of Glades Cut-off Road approximately 2 miles southwest of the Interstate 95 overpass (Figure 1). Construction work shall involve construction of the substation infrastructure within the northeast portion of the property and potential site access improvements.

The purpose of this environmental assessment is to evaluate any potential environmental constraints to the proposed activities, including presence of wetlands or other sensitive habitat, protected flora and fauna, and regulated tree species. This assessment is based on photos and other information provided by FPL, as well as review of available desktop research material. In addition, a site visit was performed on July 11, 2012.

Existing Environmental Conditions

The majority of the site (37.7 acres) consists of upland improved pasture that was serving as an active cattle lease at the time of the field assessment (Figure 2). Vegetation within this area consists mainly of bahia grass (*Paspalum notatum*), with minor coverage of other grasses and sedges. Herbaceous groundcover was negligible. Scattered throughout the improved pasture were small wax myrtle (*Myrica cerifera*), Brazilian pepper (*Schinus terebinthifolius*), and cabbage palm (*Sabal palmetto*) shrubs, and larger pepper, palm, slash pine (*Pinus elliottii*) and laurel oak (*Quercus laurifolia*) trees. Wetlands and other surface waters, which are further described below, occupied approximately 8.6 acres of the property. The remaining 3.3 acres was comprised of an existing single-family home and its associated yard. Surrounding land use is primarily agricultural to the north and west, and residential to the east and south. Representative site photographs are included within the Appendix. Figure 3 depicts the locations of the site photographs.

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Wetlands and Sensitive Habitats

The site contained approximately 8.6 acres of jurisdictional wetlands, which were primarily located within the north and western portions of the property (Figure 2). These wetlands consisted of a mixture of freshwater marsh and wet prairie. Portions had been artificially excavated, likely to serve as cattle ponds. Vegetation within these wetlands consisted primarily of pickerelweed (*Pontederia cordata*), cow lily (*Nuphar luteum*), cattail (*Typha* sp.), pennywort (*Hydrocotyle* sp.), blue maidencane (*Amphicarpum muhlenbergianum*), white-topped sedge (*Dichromena colorata*), horsetail (*Equisetum hyemale*), and torpedograss (*Panicum repens*).

There were approximately 7,000 linear feet of drainage ditches found adjacent to or on the property (Figure 2). An artificial drainage ditch bordered the entire eastern side of the site. Two artificial drainage ditches, separated by an earthen berm, were located along the north property boundary. In addition, an interior ditch was observed linking the drainage ditch on the north side of the property to the onsite wetlands. All of the ditches were densely vegetated with emergent vegetation such as pickerelweed, wild water-pepper (*Polygonum hydropiperoides*), cattail, Sesbania (*Sesbania* sp.), and water primrose (*Ludwigia peruviana*). All of these ditches are assumed to be under State and/or federal jurisdiction.

Threatened and Endangered Species

Based upon available database information obtained from the Florida Natural Areas Inventory and Florida Fish and Wildlife Conservation Commission, no protected species are known to occur either on or adjacent to the site. Only two State species of special concern, the white ibis (*Eudocimus albus*) and snowy egret (*Egretta thula*), were observed during the site visit. These birds were observed foraging within onsite wetlands, however the site does not contain appropriate breeding habitat for these species. Several non-listed migratory birds were observed on site, including osprey (*Pandion haliaetus*), American bittern (*Botaurus lentiginosus*), black-bellied whistling ducks (*Dendrocygna autumnalis*), and turkey vulture (*Cathartes aura*). All of these birds are protected under the federal Migratory Bird Treaty Act. Care should be taken to avoid impacts to nesting sites, if present. If nest sites are found, construction at that nest location should be postponed until chicks have fledged and the nest is inactive.

Regulated Tree Species

Trees and vegetation in St. Lucie County are governed by Chapter 6 of the Land Development Code (LDC). The site contains three tree species which are regulated by St. Lucie County: laurel oak, slash pine, and cabbage palm. A vegetation removal permit would be required to remove these trees unless the proposed construction activity is considered exempt (LDC 6.00.03). The following exemption may apply to the development of the Treasure Substation (LDC 6.00.04): The removal of any native vegetation in an existing utility easement, drainage easement, storm water management tract or facility, or right-of-way provided such work is done by or under the control of the

FPL Treasure Substation Assessment
July 25, 2012

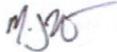
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operating unit of local, state, or federal government, utility company and that unit of local, state, or federal government or utility company has obtained all necessary licenses or permits to provide service through the easement.

Section 6.00.05 of the LDC contains the mitigation thresholds for trees that have been authorized for removal. Slash pine and laurel oak trees larger than 12 inches diameter at breast height (DBH) would need to be replaced at a 2:1 ratio. Cabbage palm trees with ten feet of clear trunk or greater would need to be replaced at a 1:1 ratio. All native vegetation that occurs in areas to be impacted by a proposed development activity should be relocated elsewhere on or off site, to the greatest extent possible. Vegetation relocated off-site should be relocated to a publicly owned property within St. Lucie County, to a location approved by the County.

Ecological Associates, Inc. appreciates the opportunity to be of service to FPL. Should you have any questions regarding this assessment, I can be reached at (772) 334-3729.

Sincerely,



Matthew Goff
Senior Project Manager

c: Bob Ernest/EAI
R. Erik Martin/EAI

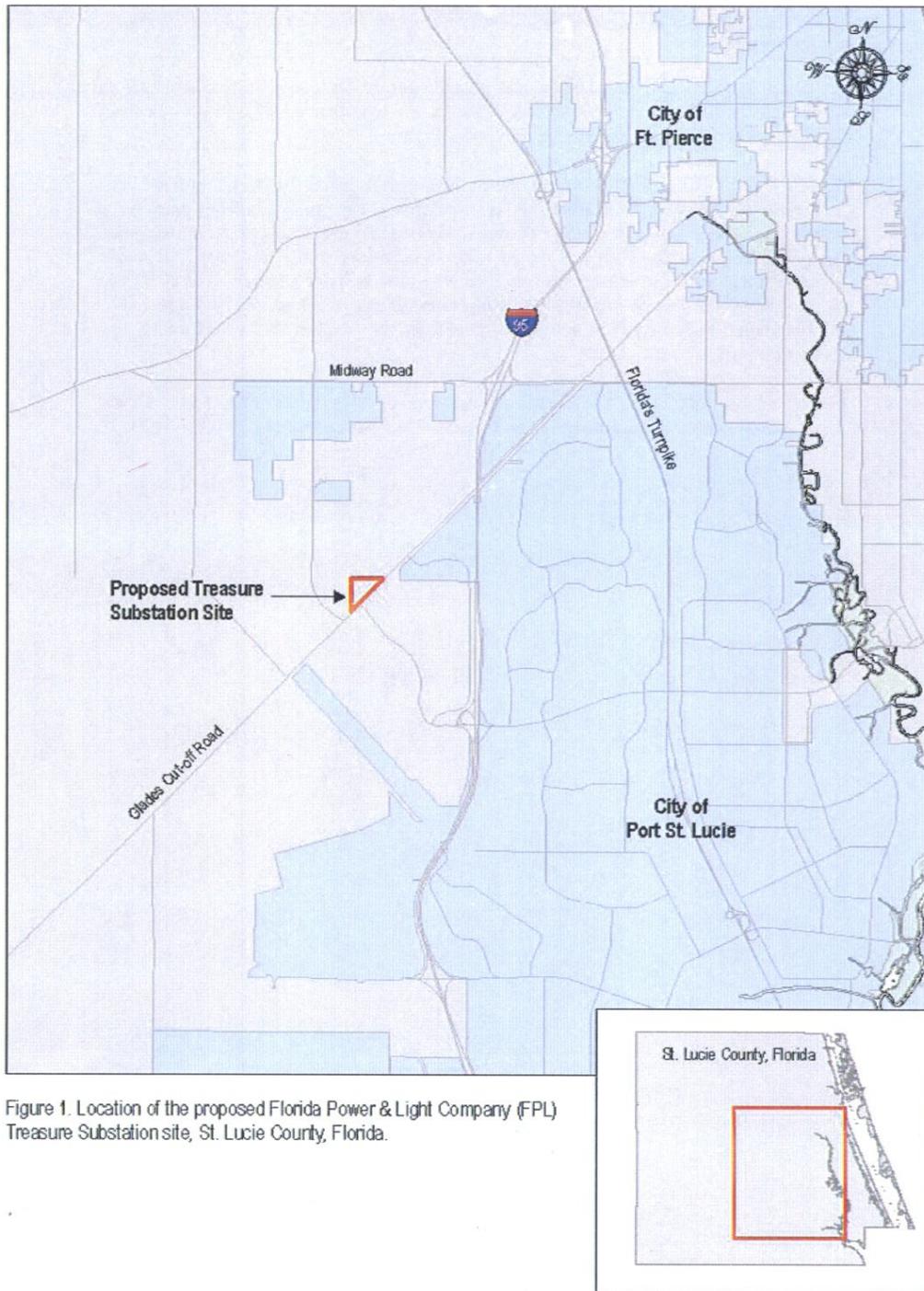


Figure 1. Location of the proposed Florida Power & Light Company (FPL) Treasure Substation site, St. Lucie County, Florida.



Figure 2. Location of wetlands and other surface waters at the proposed FPL Treasure Substation site, St. Lucie County, Florida.





Figure 3. Location and direction of representative site photographs, proposed FPL Treasure Substation site, St. Lucie County, Florida.



APPENDIX
REPRESENTATIVE SITE PHOTOGRAPHS



Photo Station 1. Typical upland improved pasture within the northeast portion of the site.



Photo Station 2. Typical upland improved pasture within the northeast portion of the site.

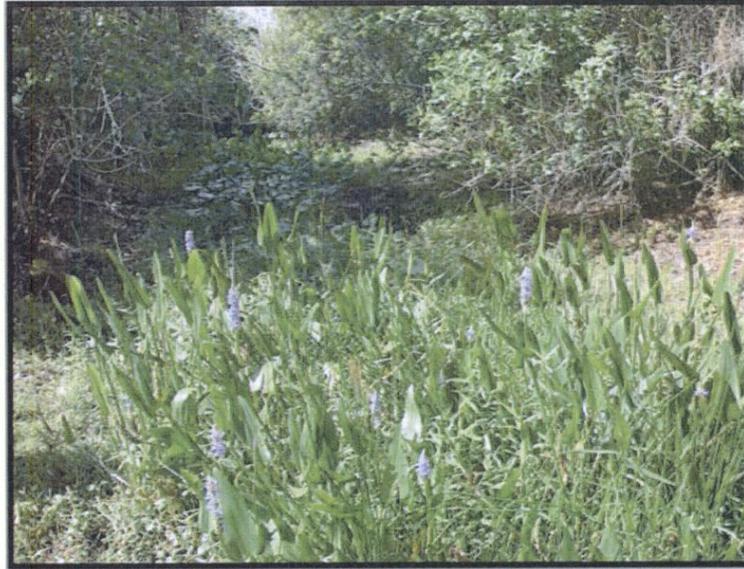


Photo Station 3. Interior artificial drainage ditch on the northern portion of the site.

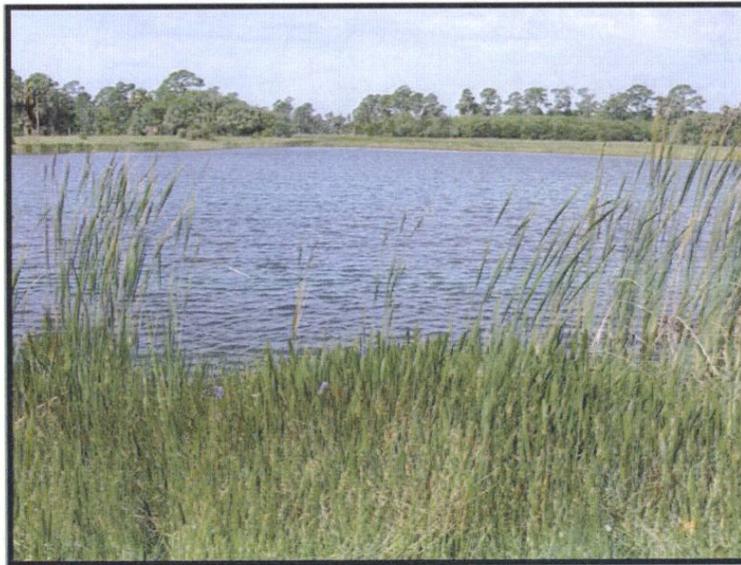


Photo Station 4. Cattle pond/wetland, northern portion of the site.



Photo Station 5. Wet prairie/freshwater marsh wetlands, northwest portion of the site.



Photo Station 6. Wet prairie/freshwater marsh wetlands, northwest portion of the site.



Photo Station 7. Freshwater marsh wetland, southwest portion of the site.



Photo Station 8. Typical upland improved pasture within the southern portion of the site.



Photo Station 9. Artificial drainage ditch located adjacent to eastern site boundary.



Photo Station 10. Artificial drainage ditch located adjacent to northern site boundary.