

RESOLUTION 12-R105

COUNCIL ITEM 11C  
DATE 10/22/12

**A RESOLUTION GRANTING A SPECIAL EXCEPTION USE PROVIDED FOR IN SECTION 158.110 (C) (2) TO ALLOW A COMMUNICATION TOWER IN OSR (OPEN SPACE RECREATIONAL) ZONING DISTRICT FOR PJ DEVELOPMENT, LLC AT THE CITY OF PORT ST. LUCIE LYNGATE TOWER, LEGALLY DESCRIBED AS TRACTS B AND C, PORT ST. LUCIE UNIT 15, P12-078; PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Port St. Lucie, Florida, has been requested by PJ Development, LLC acting as the agent for the City of Port St. Lucie, owner, to grant a special exception use of a telecommunication tower on property presently zoned OSR (Open Space Recreational); and legally described as Port St. Lucie Unit 15, Tracts B and C; and

**WHEREAS**, the City Council determines that the granting of this special exception use is authorized by Section 158.255, et seq., Section 158.110 (C) (2), Code of Ordinances, City of Port St. Lucie, and further, that the granting of this special exception use will not adversely affect the public interest; and

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

**WHEREAS**, on October 2, 2012, the Planning and Zoning Board unanimously recommended approval of the special exception use of the proposed tower (P12-078); and

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

Section 1. That the City of Port St. Lucie hereby grants a special exception use to PJ Development, LLC, City of Port St. Lucie Lyngate Tower, P12-078, to allow a telecommunication tower pursuant to Section 158.255, et seq., Section

## RESOLUTION 12-R105

158.110 (C) (2), and Section 158.213 (D) (2), Code of Ordinances, City of Port St. Lucie, said special exception use is depicted on the conceptual plan which is hereby formally adopted as Exhibit 'A', to be located on property legally described as Port St. Lucie Unit 15, Tracts B and C, with the following conditions:

1. The applicant shall provide certification from a Florida-registered professional engineer stating that the tower would collapse within the designed and specified fall radius depicted in the plans. Further, the engineer shall certify that it is documented that the tower shown in the plan can withstand winds of Category 3 hurricane intensity prior to issuance of a building permit.
2. Any obsolete or unused tower shall be removed after 12 months of non-use. The applicant shall provide a bond or irrevocable letter of credit equal to \$15,000 prior to obtaining final site development permits.
3. Any proposed tower or antennae shall not cause interference with the use of radio, television, or telephone broadcasting and reception. Interference as a result of any approved tower or antennae shall be considered a violation of the special exception approving the tower and may result in the revocation of the special exception. Such interference may further be considered a public nuisance, and the city may order abatement of the same, including but not limited to requiring removal of the tower.
4. The applicant shall provide the executed lease agreement with the City.

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

**RESOLUTION 12-R105**

**PASSED AND APPROVED** by the City Council of the City of Port St. Lucie,  
Florida, this 22<sup>nd</sup> day of October, 2012.

CITY COUNCIL  
CITY OF PORT ST. LUCIE

BY: \_\_\_\_\_  
JoAnn M. Faiella, Mayor

ATTEST:

\_\_\_\_\_  
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Roger G. Orr, City Attorney

CITY OF PORT ST. LUCIE, FL - CITY COUNCIL

AGENDA ITEM REQUEST

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MEETING:                   REGULAR   X                     SPECIAL     

DATE:                   OCTOBER 22, 2012

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ORDINANCE      RESOLUTION   X   MOTION

PUBLIC HEARING 10-22-2012

LEGAL AD PUBLISH DATE 10-05-2012

NAME OF NEWSPAPER St. Lucie News Tribune

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*ITEM:* Special Exception Use Application (P12-078)  
City of Port St. Lucie - Lyngate Tower (Wireless telecommunications tower).

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**RECOMMENDED ACTION:**

On October 2, 2012, the Planning and Zoning Board unanimously recommended approval of the Special Exception Use for a telecommunications tower.

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**EXHIBITS:**

- A. Resolution
  - B. Staff Report
  - C. Support Materials
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**SUMMARY EXPLANATION/BACKGROUND INFORMATION:**

The requested special exception is to allow a telecommunications tower in the OSR (Open Space Recreational) Zoning District per Section 158.100 (C) (2) of the Zoning Code.

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

None

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**SUBMITTING DEPARTMENT:** PLANNING and ZONING

**DATE:** 10/10/2012



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

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**TO:** PLANNING AND ZONING BOARD - MEETING OF OCTOBER 2, 2012  
**FROM:** THRESIAMMA KURUVILLA, PLANNER *JK*  
**RE:** SPECIAL EXCEPTION USE APPLICATION (PROJECT NO. P12-078)  
CITY OF PORT ST. LUCIE-LYNGATE PARK  
WIRELESS TELECOMMUNICATIONS TOWER  
**DATE:** SEPTEMBER 21, 2012

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**APPLICANT:** PJ Development, LLC

**OWNER:** City of Port St. Lucie; the deed and the draft lease agreement are in the file.

**LOCATION:** 1301 SE Lyngate Dr., Lyngate Park. The property is located west of Veterans Memorial Parkway, and is surrounded by Lyngate Drive, on the north, west, and south sides.

**LEGAL DESCRIPTION:** The property is legally described as Tracts B and C, Port St. Lucie Unit 15.

**SIZE:** 16.01 acres.

**EXISTING ZONING:** This is a City owned property that is currently zoned OSR (Open Space Recreational).

**EXISTING USE:** Lyngate Park

**PROPOSED USE:** The proposed use is a 150' tall stealth (monopole) wireless telecommunications tower.

**REQUESTED SPECIAL EXCEPTION:** The requested special exception is to allow a telecommunications tower in the OSR (Open Space Recreational) Zoning District per Section 158.100 (C) (2) of the Zoning Code. Also, the wireless telecommunications tower

is considered only as a special exception use per Section 158.213 (D) (2) of the Zoning Code.

**SURROUNDING USES:** North = RM-8 (Multiple Family Residential) zoning, houses; South = PUD (Planned Unit Development); East = RS-2 (Single Family Residential) zoning, existing single family residences; West = RM-11 (Multiple Family Residential) zoning, houses.

**IMPACTS AND FINDINGS:**

**Evaluation of Special Exception Criteria (Section 158.260)**

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

*Applicant response: A non exclusive easement access to the lease parcel extending to the nearest public right-of-way of Veterans Memorial Parkway. Upon completion, the tower can be colocated with up to 5 service providers. The maximum traffic impact would be five (5) visits per month.*

*Staff evaluation: It is expected that there will be no more than four (4) trips generated per month for carrier technician access, as this is an unmanned telecommunications tower. Access to the tower compound will be provided through an exclusive easement from Veterans Memorial Parkway. The applicant has provided a site plan that indicates the 110'x60' leased area and 12' dirt road for the visiting vehicles to reach the fenced compound of the tower. The exact location of the tower is west of the batting cages as shown in the site plan.*

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

*Applicant response: Once constructed there will be no more than 4 vehicular visits per month, two parking spaces have been provided in the access easement for this facility.*

*Staff evaluation: The applicant has adequately addressed the criteria .*

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

*Applicant response: Source of electric and telephone facilities extending to the Ground Space from the nearest public electric and telephone utility easements.*

*Staff evaluation: The existing site has adequate and properly located utilities to serve the development.*

(D) Adequate screening or buffering. Additional buffering beyond that which is

required by the code may be required in order to protect and provide compatibility with adjoining properties.

*Applicant response: PJD has hired a licensed landscape architect to design an extensive landscape buffer around the proposed tower site to enhance the future dog park as agreed upon by the City Manager and Parks & Recreation Department.*

*Staff evaluation: The applicant has adequately addressed the criteria. The landscape plan and tree removal plan are included in this application. The landscape plan indicates a 10' landscape buffer with twelve 12 foot high southern live oak trees and one 12 foot high slash pine tree, thirty six 7 gallon, 36" high wax myrtle hedges along the perimeter of the leased area. The landscape plan shows more trees and bushes than required and is adequate to help screen and buffer this site. In addition to the landscaping around the proposed tower, there are existing native trees surrounding this project site which are not to be disturbed. Only the exotic are to be removed and is shown as the hatched area. The Parks & Recreation Department is proposing a dog park near this project site, and it is understood that the City Manager has asked the applicant to clear all the exotics from the vicinity of the dog park.*

*The distance from the nearest residence to this facility in the north is about 757 feet. The distance from the nearest residence to this facility in the east is about 887 feet.*

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

*Applicant response: Safety signs will be mounted to the security fence surrounding the facility. There will be no lighting.*

*Staff evaluation: The applicant has adequately addressed the criteria. There are no proposed additional signs or lighting that would cause undue glare, incompatibility, or disharmony with adjoining properties.*

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

*Applicant response: The site is being developed next to an existing open area and will be compatible with these applications.*

*Staff evaluation: The applicant has adequately addressed the criteria. The existing site may properly serve the existing development and ensure compatibility with adjoining properties.*

(G) The use as proposed will be in conformance with all stated provisions and

requirements of this chapter.

*Applicant response: The Wireless Communications Tower will be constructed in accordance with Port St. Lucie Code of Ordinances and will meet all requirements of Sections 158.255 through 158.262.*

*Staff evaluation: The proposed use is in conformance with Section 158.100 (C) (2) and Section 158.260 of the Zoning Code. This is a City owned property that is currently zoned OSR (Open Space Recreational). The submitted site plan shows the location of the proposed tower in the OSR (Open Space Recreational) area and is compatible with the current zoning district.*

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

*Applicant response: Improve service to residents, business and mobile phone users traveling in the areas heavily trafficked on nearby arteries in this area. This site will also enhance emergency 911 services in the area, ensuring calls made in cases of emergency will be delivered and responded to by the emergency service agencies.*

*Staff evaluation: The applicant has adequately addressed the criteria. The applicant has identified that the 50 foot fall radius completely falls within the boundaries of the site. This may ensure that the health, safety, welfare, or convenience of residents and workers in the City is not impaired.*

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

*Applicant response: The proposed facility is unmanned and will require only household level electrical current and standard phone service.*

*Staff evaluation: The special exception use is for an unmanned wireless telecommunications tower located in the corner of an existing park. There will be a silt fence around the entire perimeter of the platted site before the start of any construction (refer to the silt fence detail). There will be an 8' high opaque perimeter fence surrounding the leased area with a gate. The use may not constitute a nuisance or hazard.*

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

*Applicant response: This telecommunications tower site is permitted by ordinance on this zoning designated property. It is not permitted on all surrounding property designations.*

*Staff evaluation: The applicant's response adequately addresses these criteria. The location of the tower falls in the OSR (Open Space Recreational) land use and is compatible with the current zoning OSR (Open Space Recreational). The proposed use is in conformance with Section 158.100 (C) (2) and Section 158.260 of the Zoning Code.*

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

*Applicant response: None*

*Staff evaluation: The applicant shall acknowledge this.*

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

*Applicant response: None*

*Staff evaluation: The applicant shall acknowledge this. The applicant has agreed to clear the exotic vegetation from the vicinity of the proposed dog park as shown in the hatched area in the landscape plan. The applicant is required to protect the preserved area during clearing and construction by fencing and flagging the upland trees.*

**Evaluation of Wireless Communication Antennas and Towers Criteria (Section 158.212)**

(D) Wireless communication antennas and towers shall be considered a special exception use in the following zoning districts and shall meet all requirements of §§ 158.255 through 158.262 Special Exception Use:

- (1) GU (General Use)
- (2) OSR (Open Space Recreational)
- (3) OSC (Open Space Conservation)
- (4) I (Institutional)
- (5) CS (Service Commercial)
- (6) WI (Warehouse Industrial)
- (7) IN (Industrial)
- (8) U (Utility)
- (9) Neighborhood Village/Commercial Areas, Town Center, Resort, Employment

Center, and Mixed Use Sub-Districts in MPUD's (Master Planned Unit Development) in NCD (New Community District) future land use areas.

*Staff evaluation: This is a City owned property that is currently zoned OSR (Open Space Recreational) which is consistent with the Future Land Use of OSR (Open Space Recreational). As previously stated, the request meets all of the special exception use requirements.*

(E) Wind Load. Certification from a Florida-registered professional engineer stating that the tower would collapse within the designed and specified fall radius depicted in the plans is required. Further, the engineer shall certify that it is documented that the tower shown in the plan can withstand winds of Category 3 hurricane intensity.

*Staff evaluation: The applicant shall provide certification from a Florida-registered professional engineer stating that the tower would collapse within the designed and specified fall radius depicted in the plans. Further, the engineer shall certify that it is documented that the tower shown in the plan can withstand winds of a Category 3 hurricane intensity prior to issuance of a building permit.*

(F) Height Limits. Wireless communication towers located in the OSR and I zoning districts and greater than 5 acres have a height limit of up to 200 feet.

*Staff evaluation: The applicant is providing an elevation of the tower that indicates the tower to be 150 feet above ground level.*

(G) Co-Location. To discourage the proliferation of communication towers, shared use of tower structures is both permitted and encouraged. As part of special exception applications, applicants shall be required to verify that they have attempted to co-locate any proposed antenna on an existing tower within the proposed service area prior to approval of new towers. Applicants shall also provide evidence that they have mailed a "notice of intent" letter to all known telecommunications providers within the city to determine if any providers can co-locate on the proposed tower.

*Staff evaluation: Exhibit 1 shows the existing towers within the proposed service area. Exhibit 2 shows the approved tower sites in the City. The applicant has provided certified mail receipts to telecommunications providers and copies of the letters sent.*

(H) Fencing. A chain-link fence, with or without barbed wire, or solid wood or masonry wall at least six feet in height, shall be constructed and maintained around the perimeter of the tower and associated structures and equipment. Access shall be through a locked gate.

*Staff evaluation: The applicant has provided a site plan that indicates an eight foot high chain link fence around the perimeter of the leased area. Tree protection barricades are to be erected prior to commencement of any work.*

(I) Landscaping. Landscaping for sites either in or adjacent to residential land use areas shall be as follows: a row of trees a minimum of eight feet tall set 20 feet apart, shall be planted around the outside perimeter of the fence, plus a hedge a minimum of three feet in height and spaced three feet apart to be planted on the outside of the fence and tree row. Plantings shall be from the approved list in the landscaping code. Landscaping for sites in commercial and industrial areas shall follow the city's landscaping code for those land uses.

*Staff evaluation: The applicant has provided a landscape plan which indicates twelve 12 foot high southern live oak trees and one 12 foot high slash pine tree, thirty six 7 gallon, 36" high wax myrtle hedges along the perimeter of the leased area. The landscape plan shows more trees and bushes than required. In addition to the landscaping around the proposed tower, there are existing native trees surrounding this project site which are not to be disturbed. Only the exotic are to be removed and are shown as the hatched area. (See the aerial map).*

(J) Signs. No advertising signage of any type is permitted on a wireless communications antenna, tower, or equipment storage area. Safety and cautionary signs shall be attached to the fence or structure for those facilities using more than 220 voltage. The following signage shall be in large bold letters: "HIGH VOLTAGE – DANGER".

*Staff evaluation: The applicant has stated that proper FCC signs will be attached to the gates.*

(K) Lighting. For the placement and use of any lights on such towers or antennas, the applicant shall submit a lighting plan which includes methods for shielding adjacent properties from glare.

*Staff evaluation: The applicant has stated that there will be no lighting.*

(L) Site Plan Review. All proposals for towers are required to follow the site plan review regulations set forth under §§ 158.235 through 158.245. Site plan reviews are to be processed as a part of the special exception application.

*Staff evaluation: P12-079 City of Port St. Lucie- Lyngate Tower Site Plan Application; the accompanying site plan application is also tentatively scheduled for the October 2, 2012, Planning and Zoning Board meeting.*

(M) Any obsolete or unused tower shall be removed after 12 months of non-use. A removal bond or irrevocable letter of credit equal to \$15,000 for a tower up to 150' in height shall be required prior to obtaining final site development permits.

*Staff evaluation: The applicant shall provide a removal bond or irrevocable letter of credit equal to \$15,000 for a tower up to 150' in height which shall be required prior to obtaining final site development permits.*

- (N) Towers greater than 100' in height shall locate a minimum of 1,500 feet apart.

*Staff evaluation: The applicant has provided a graphic depicting a 1.5 mile separation from the nearest tower (see attached).*

- (O) As a condition of approval, any proposed tower or antennae shall not cause interference with the use of radio, television, or telephone broadcasting and reception. Interference as a result of any approved tower or antennae shall be considered a violation of the special exception approving the tower and may result in the revocation of the special exception. Such interference may further be considered a public nuisance, and the city may order abatement of the same, including but not limited to requiring removal of the tower.

*Staff evaluation: The applicant shall acknowledge this.*

- (P) For City owned property, a lease agreement shall be included as a part of the special exception application.

*Staff evaluation: The applicant has provided a copy of the draft lease agreement with the City (see attached). The leased area is 110'x60'. The applicant has agreed to clear the exotic vegetation from the vicinity of the proposed dog park as shown in the hatched area in the landscape plan.*

Compatibility with special exception criteria: As noted above, the proposed use is compatible with all of the special exception criteria.

Notice to Property Owners: Notice was sent to all neighbors within a 300 foot radius. The applicant has informed the City that they are convening a citizen participation meeting on 9/18/12 in the Lyngate Park.

**Similar Projects:**

The City Council approved P10-142, the City of Port St. Lucie-Apache Park Telecommunications Tower Site Plan, and P10-119 SEU for the City of Port St. Lucie-Apache Park Telecommunications Tower on 2/28/11.

The City Council approved P11-006, the City of Port St. Lucie-Tulip Telecommunications Tower Site Plan, and P11-007 SEU for the City of Port St. Lucie-Tulip Telecommunications Tower on 5/23/11.

The City Council approved P12-032, Crosstown Tower Site Plan amendment and P12-031 Crosstown Tower SEU on 5/29/12 for 150 foot monopole communication tower.

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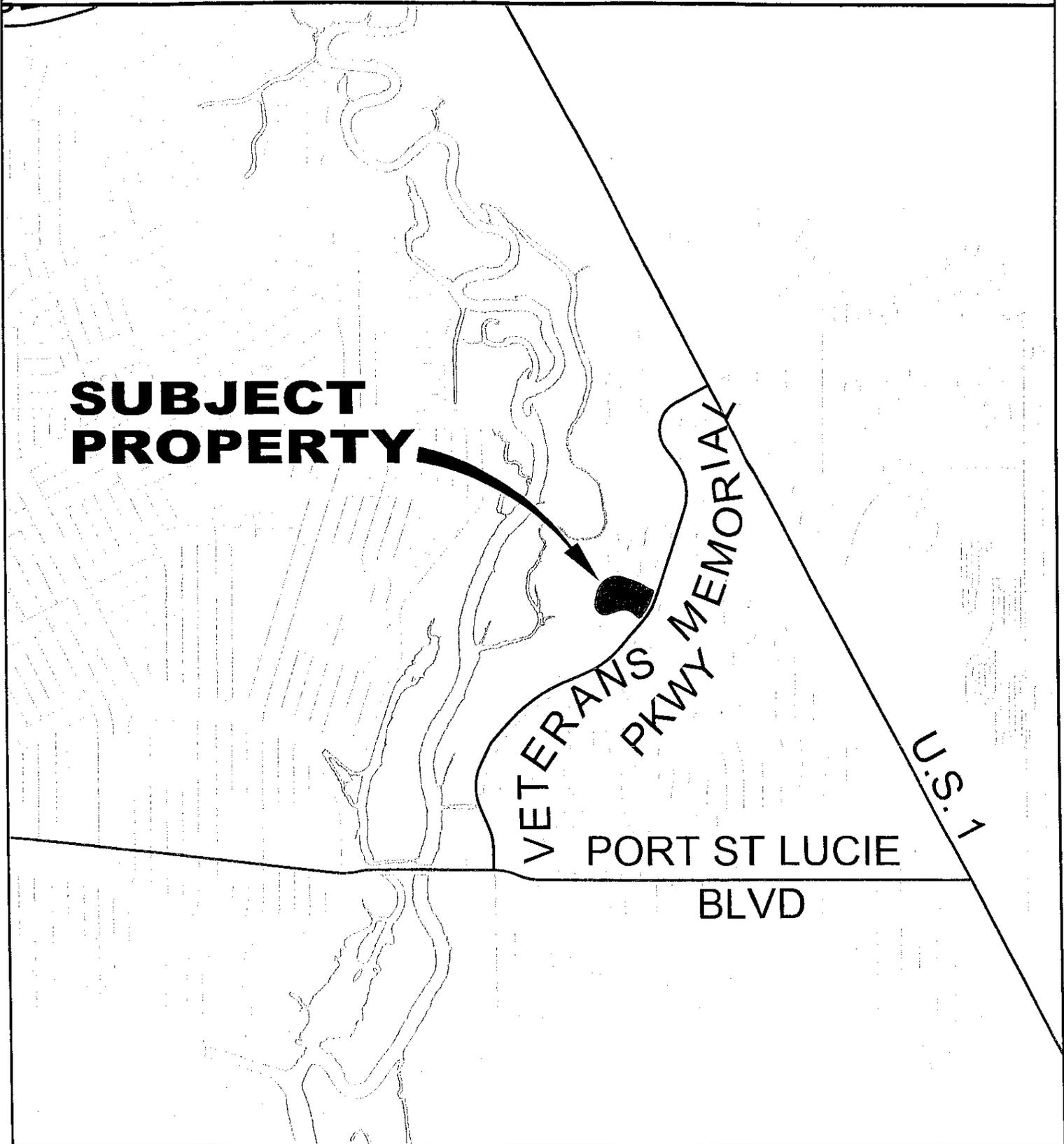
**STAFF RECOMMENDATION:**

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

approval with the following conditions:

1. Any proposed tower or antennae shall not cause interference with the use of radio, television, or telephone broadcasting and reception. Interference as a result of any approved tower or antennae shall be considered a violation of the special exception approving the tower and may result in the revocation of the special exception. Such interference may further be considered a public nuisance, and the city may order abatement of the same, including but not limited to requiring removal of the tower.
2. The applicant shall provide a bond or irrevocable letter of credit equal to \$15,000 prior to obtaining final site development permits.
3. The applicant has to provide certification from a Florida-registered professional engineer stating that the tower would collapse within the designed and specified fall radius depicted in the plans. Further, the engineer shall certify that it is documented that the tower shown in the plan can withstand winds of Category 3 hurricane intensity prior to issuance of a building permit.
4. The applicant shall provide the executed lease agreement with the City.

# SITE LOCATION



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

Prepared by:  
M.I.S. DEPARTMENT PZ\_2012.DWG

SPECIAL EXCEPTION USE  
TRACTS "B" & "C"  
PORT ST LUCIE UNIT 15

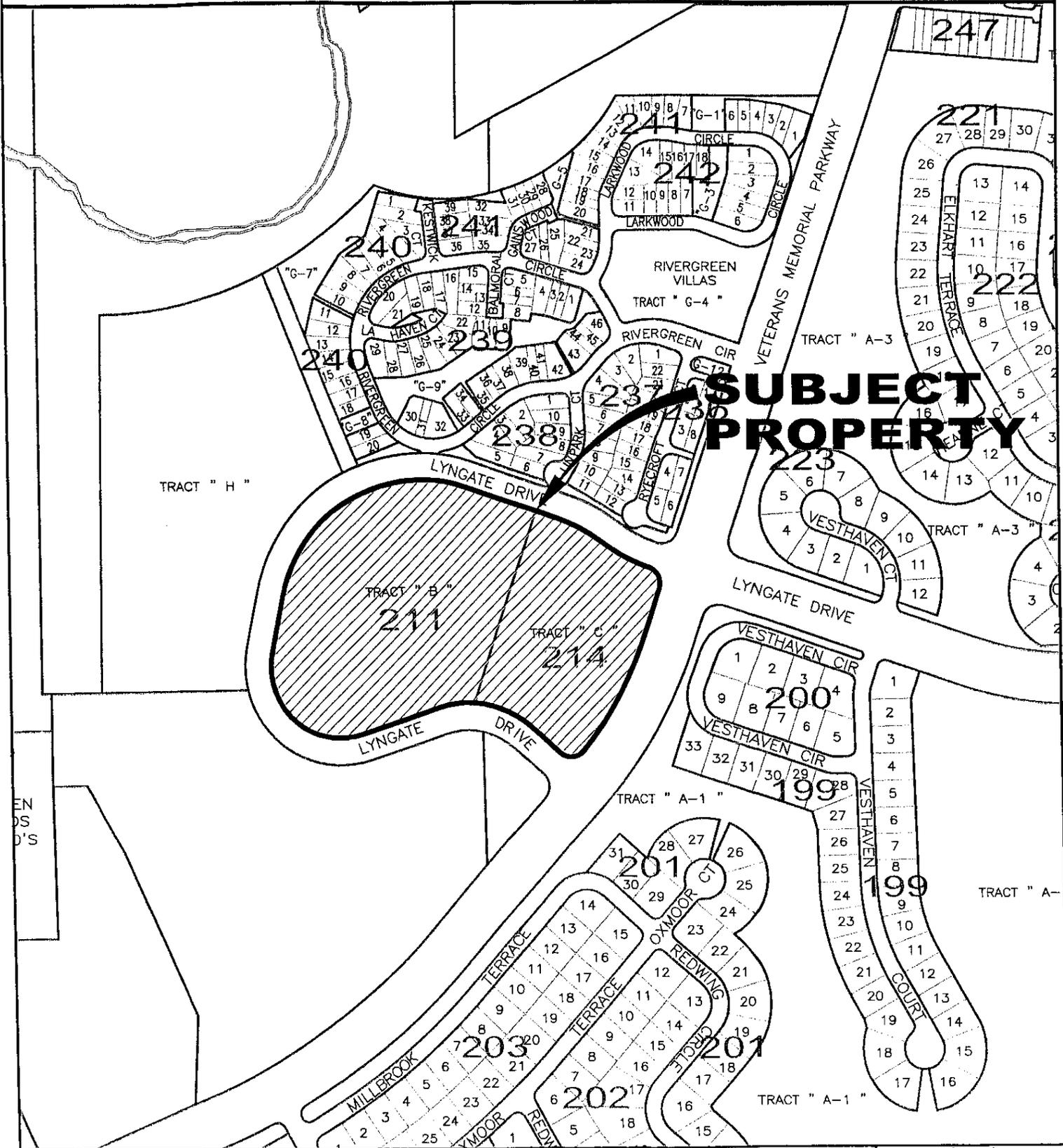
DATE: 6/26/2012

APPLICATION NUMBER:  
P12-078

CADD FILE NAME:  
P12-078M

SCALE: 1" = .5 MI.

# SITE LOCATION



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

Prepared by:  
M.I.S. DEPARTMENT

PZ 2012.DWG

SPECIAL EXCEPTION USE  
TRACTS "B" & "C"  
PORT ST LUCIE UNIT 15

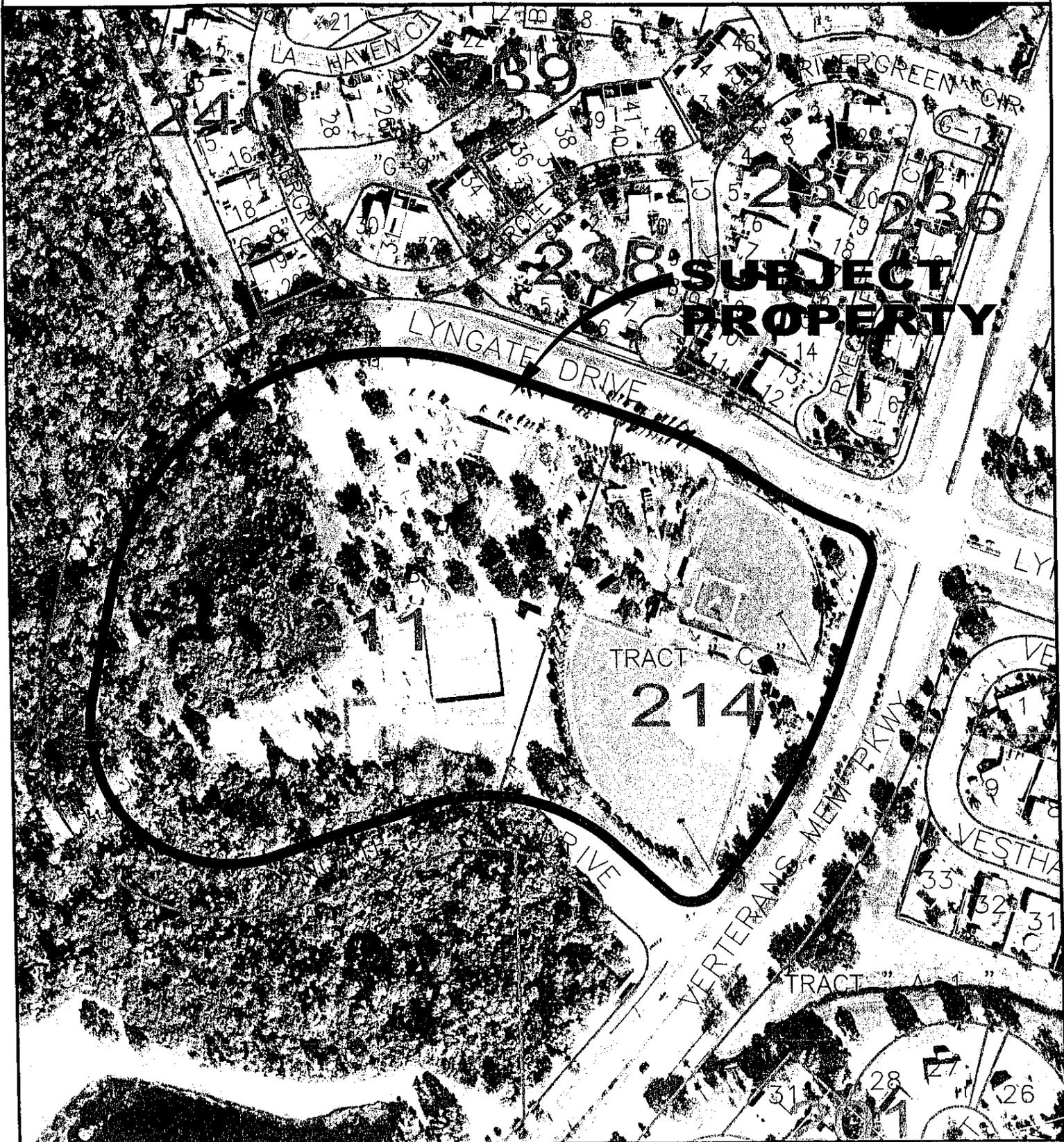
DATE: 6/26/2012

APPLICATION NUMBER:  
P12-078

CADD FILE NAME:  
P12-078M

SCALE: 1" = 400'

# SITE LOCATION



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

Prepared by:  
M.I.S. DEPARTMENT

PZ\_2012.DWG

SPECIAL EXCEPTION USE  
TRACTS "B" & "C"  
PORT ST LUCIE UNIT 15  
AERIAL DEC 2010

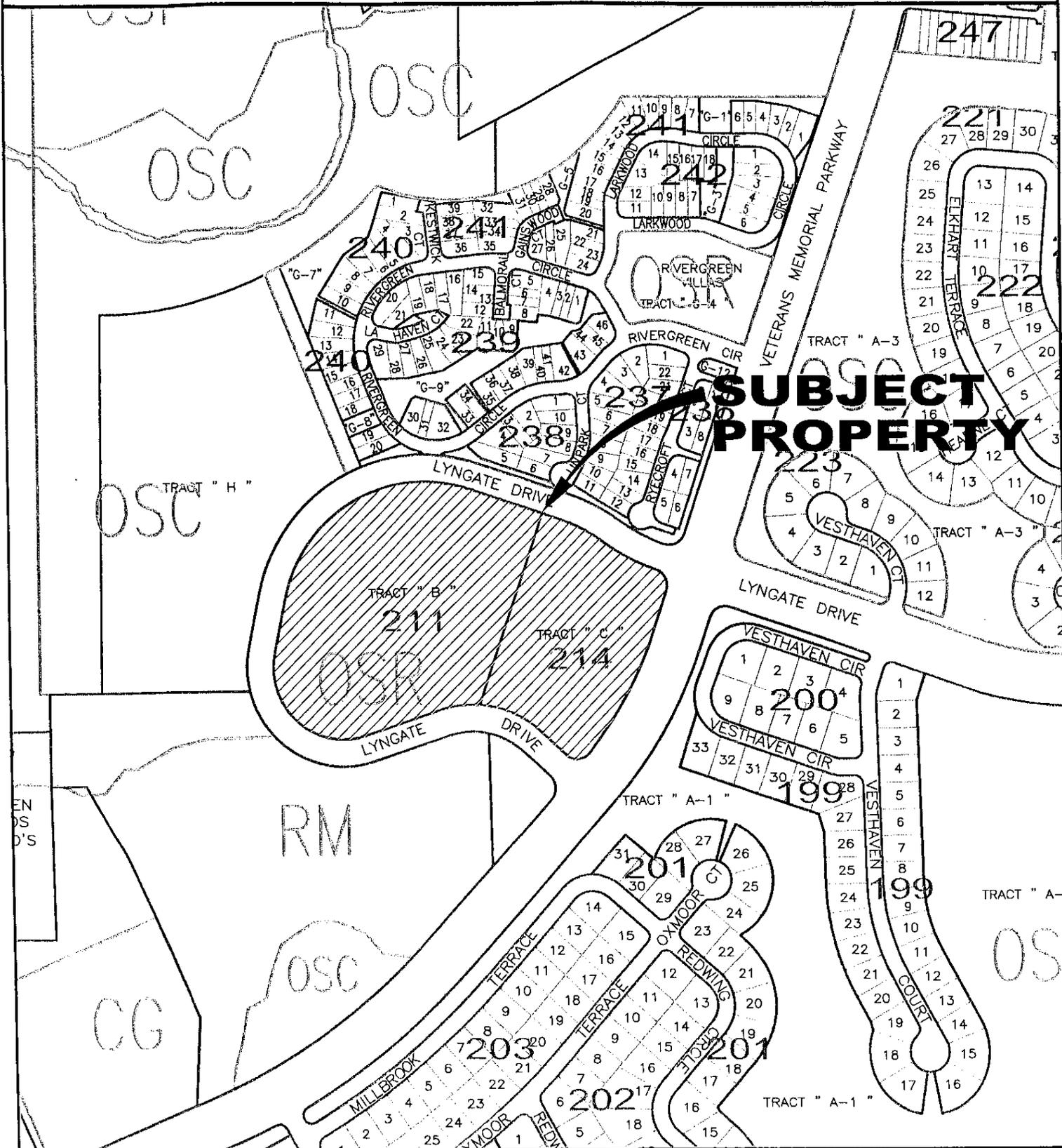
DATE: 6/26/2012

APPLICATION NUMBER:  
P12-078

CADD FILE NAME:  
P12-078A

SCALE: 1"=200'

# FUTURE LAND USE



**SUBJECT PROPERTY**



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

Prepared by:  
M.I.S DEPARTMENT

PZ 2012.DWG

SPECIAL EXCEPTION USE  
TRACTS "B" & "C"  
PORT ST LUCIE UNIT 15

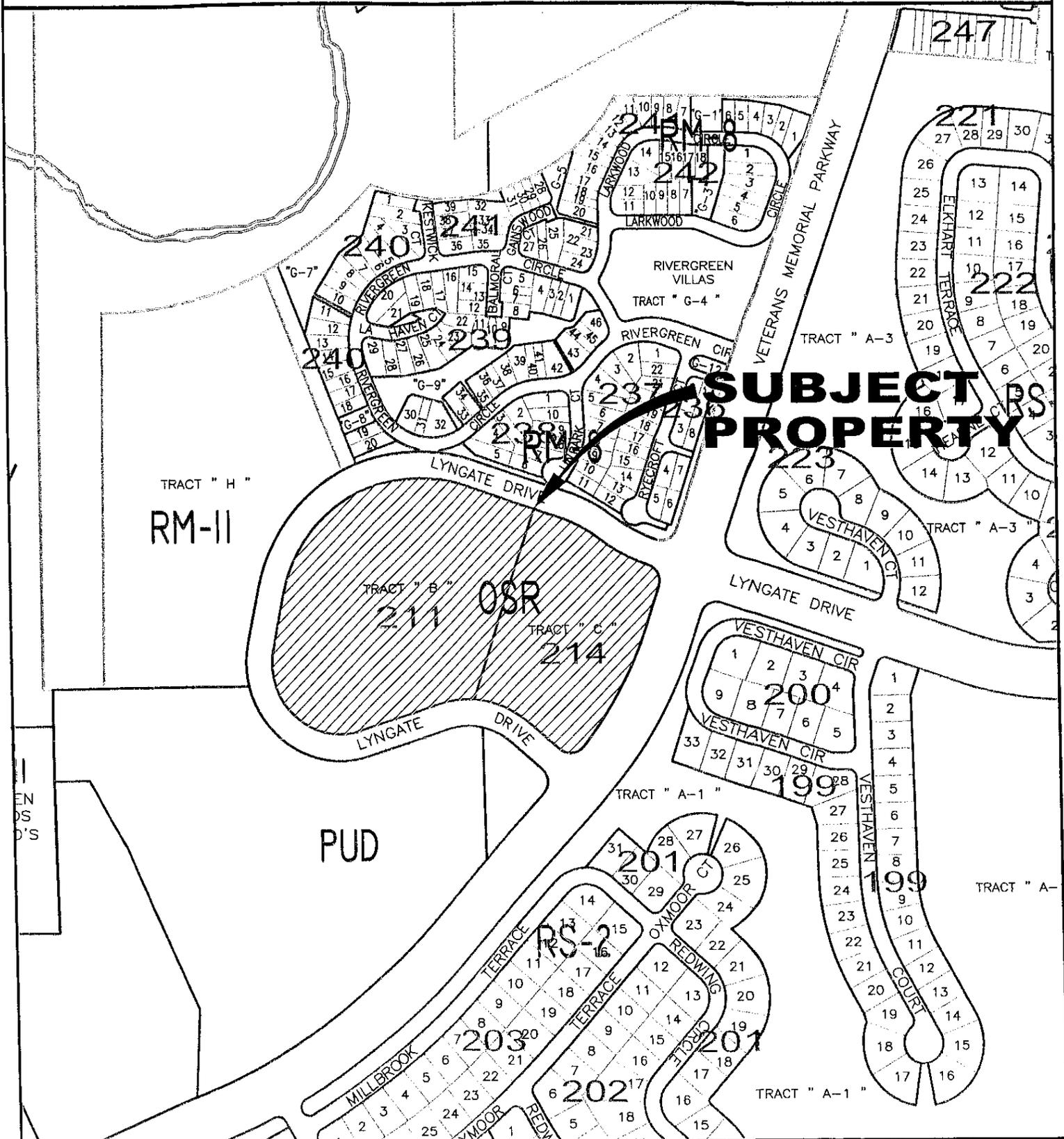
DATE: 6/26/2012

APPLICATION NUMBER:  
P12-078

CADD FILE NAME:  
P12-078M

SCALE: 1"=400'

# EXISTING ZONING



**SUBJECT PROPERTY**



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

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

SPECIAL EXCEPTION USE  
TRACTS "B" & "C"  
PORT ST LUCIE UNIT 15

DATE: 6/26/2012  
APPLICATION NUMBER:  
P12-078  
CADD FILE NAME:  
P12-078M  
SCALE: 1"=400'

APPLICATION FOR SPECIAL EXCEPT USE

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

FOR OFFICE USE ONLY

Planning Dept. P12-078  
Fee (Nonrefundable) \$ 2,115.00  
Receipt # 11796

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

**PRIMARY CONTACT EMAIL ADDRESS:** Tom Mackiewicz / tmackiewicz@pjdevl.com

**PROPERTY OWNER:**

Name: The City Of Port St Lucie  
Address: 121 SW Port St. Lucie Boulevard Port St. Lucie, FL 34984  
Telephone No.: 772-871-5163 Fax No.: 772-871-5248

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

Name: PJ Development, LLC  
Address: 356 NW Alice Ave. Stuart, FL 34994  
Telephone No.: 772-692-4474 Fax No.: 772-692-4475

**RECEIVED**

**SUBJECT PROPERTY:**

Legal Description: Attached  
Parcel I.D Number: 3422=575-0006-000-4  
Address: 1301 SE Lyngate Blvd. Bays: N/A  
Development Name: Lyngate Tower (Attach Sketch and/or Survey)  
Gross Leasable Area (sq. ft.): 6600 sq' Assembly Area (sq. ft.): 6600 sq'  
Current Zoning Classification: OSR SEU Requested: Communications Tower

JUN 14 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

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

Ground Space will be used by PJD for the purpose of installing, maintaining and operating, a wireless communications facility composed of a 150' monopole, fence, supporting radio equipment abd landscape buffer with ground clearing previously agreed upon by the City Manager and Parks Department. This facility will improve coverage, relieve over capacity and enhance 911 service.

Paul A. Scott  
Signature of Applicant

Paul A. Scott  
Hand Print Name

6/14/2012  
Date

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

**SPECIAL EXCEPTION USES**

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

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

A non-exclusive easement access to the lease parcel extending to the nearest public right-of-way Memorial Pkwy  
Upon completion the tower can be colocated with up to 5 service providers, the maximum traffic impact would be

\_\_\_\_\_

(5) visits per month.

\_\_\_\_\_

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

Once constructed there will be no more than 4 vehicular visits per month, two parking spaces have been  
provided in the access easement for this facility.

\_\_\_\_\_

\_\_\_\_\_

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

Source of electric and telephone facilities extending to the Ground Space from the nearest public electric and  
telephone utility easements.

\_\_\_\_\_

\_\_\_\_\_

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

PJD has hired a licensed landscape architect to design an extensive landscape buffer around the proposed  
tower site to enhance the future dog park as agreed upon by the City Manager and Parks Department.

\_\_\_\_\_

\_\_\_\_\_

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

Safety signs will be mounted to the security fence surrounding the facility. There will be no lighting

\_\_\_\_\_

\_\_\_\_\_

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

The site is being developed next to an existing open area and will be compatible with these applications.

\_\_\_\_\_

\_\_\_\_\_

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

~~The Wireless Communications Tower will be constructed in accordance with Port St. Lucie Code of Ordinances and will meet all requirements of sections 158.255 through 158.262.~~

---

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

~~Improve service to residents; business and mobile phone users traveling in the areas heavily trafficked nearby arteries in this area.  
This site will also enhance emergency 911 services in the area; ensuring calls made in cases of emergency will be delivered and responded to by the emergency service agencies.~~

---

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

~~The proposed facility is unmanned and will require only household level electrical current and standard phone service.~~

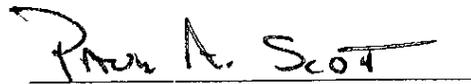
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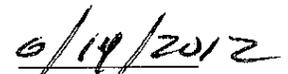
(J) Please explain how the use, as proposed for development, will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access, location, light and noise) on nearby property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

~~This telecommunications tower site is permitted by ordinance on this zoning designated property. It is not permitted on all surrounding property designations.~~

---

  
Signature of Applicant

  
Hand Print Name

  
Date

PLEASE NOTE:

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

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

## SPECIAL EXCEPTION USE

### § 158.260 REQUIREMENTS AND APPROVAL

Special Exceptions are uses that would only be allowed under certain conditions and are required to be compatible with the existing neighborhood. It is expected that any such approval be implemented in a timely manner to ensure the use is established under the physical conditions of the area in place when approved. Therefore, Special Exception Uses shall expire after one year on the date of approval unless the applicant has received final site plan approval, or if a site plan is not required, the appropriate permits to allow development of the use to continue as approved.

Approval of a special exception application shall be granted by the City Council only upon a finding that:

- (A) Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control, and access in case of fire or other emergency.
- (B) Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.
- (C) Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.
- (D) Adequate screening or buffering. Additional buffering beyond that which is required by the code may be required in order to protect and provide compatibility with adjoining properties.
- (E) Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.
- (F) Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.
- (G) The use as proposed will be in conformance with all stated provisions and requirements of this chapter.
- (H) Establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the city.
- (I) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.
- (J) The use as proposed for development will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access, location, light and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

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

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



CITY OF PORT ST. LUCIE

.....

December 2, 2011

Mr. Tom Mackiewicz  
PJ Development, LLC  
356 NW Alice Avenue  
Stuart, FL 34994

Re: Communications Tower / Lyngate Park

Dear Mr. Mackiewicz:

I am in receipt of your letter to this office dated December 1, 2011, regarding the Lyngate Park communications tower. Authorization is hereby granted to contact the Planning & Zoning Department in order to process the necessary applications for erection of a communications tower at this site. Please contact the Legal Department to negotiate the terms and conditions of the Lease Agreement.

Sincerely,

Jerry A. Bentrutt  
City Manager

Legals Lyngate

PARENT TRACT

TRACT "B IN BLOCK 211 AND TRACT C" IN BLOCK 214 BOTH IN SOUTH PORT ST. LUCIE UNIT FIFTEEN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16 AT PAGE 42, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PJ DEVELOPMENT, LLC.  
LEASE PARCEL  
CPSL 2620 LYNGATE PARK

A PORTION OF TRACT "B IN BLOCK 211 AND TRACT C" IN BLOCK 214 BOTH IN SOUTH PORT ST. LUCIE UNIT FIFTEEN, ACCORDING TO THE PLAT THEREOF AS RECORDED PLAT BOOK 16 AT PAGE 42, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "B"; THENCE SOUTH 18°44'55" WEST, A DISTANCE OF 586.96 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 89°59'50" WEST, A DISTANCE OF 344.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'10" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 89°59'50" WEST, A DISTANCE OF 110.00 FEET; THENCE NORTH 00°00'10" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.1515 ACRES OR 6600 SQUARE FEET, MORE OR LESS.

PJ DEVELOPMENT, LLC.  
INGRESS/EGRESS AND UTILITY EASEMENT  
CPSL 2620 LYNGATE PARK

A 20.00 FEET INGRESS/EGRESS EASEMENT LYING 10.00 FEET LEFT AND RIGHT OF A CENTERLINE, SAID CENTERLINE BEING A PORTION OF TRACT "B IN BLOCK 211, SOUTH PORT ST. LUCIE UNIT FIFTEEN, ACCORDING TO THE PLAT THEREOF AS RECORDED PLAT BOOK 16 AT PAGE 42, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "B"; THENCE SOUTH 18°44'55" WEST, A DISTANCE OF 586.96 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 89°59'50" WEST, A DISTANCE OF 344.41 FEET; THENCE SOUTH 00°00'10" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE: THENCE SOUTH 88°55'20" EAST, A DISTANCE OF 34.17 FEET; THENCE NORTH 85°20'47" EAST, A DISTANCE OF 37.83 FEET; THENCE NORTH 76°24'47" EAST, A DISTANCE OF 53.92 FEET; THENCE NORTH 67°28'52" EAST, A DISTANCE OF 108.92 FEET; THENCE NORTH 48°55'34" EAST, A DISTANCE OF 82.79 FEET; THENCE SOUTH 72°16'23" EAST, A DISTANCE OF 27.64 FEET; THENCE SOUTH 59°17'11" EAST, A DISTANCE OF 61.09 FEET; THENCE SOUTH 44°17'17" EAST, A DISTANCE OF 69.51 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LYNGATE DRIVE AND THE POINT OF TERMINATION OF SAID CENTERLINE.

CONTAINING 0.2185 ACRES OR 9517 SQUARE FEET, MORE OR LESS.

THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR LENGTHENED TO FORM ONE CONTIGUOUS SHAPE.

WARRANTY DEED  
FROM CORPORATION

446920

10

30  
55

**This Warranty Deed** Made and executed the 28th day of February, A. D. 19 79 by  
GENERAL DEVELOPMENT CORPORATION

a corporation existing under the laws of Delaware, and having its principal place of  
business at 1111 South Bayshore Drive, Miami, Florida 33131  
hereinafter called the grantor, to PORT ST. LUCIE, a Florida Municipal corporation

whose postoffice address is City Hall, Morningside Boulevard, Pt. St. Lucie, Florida 33452  
hereinafter called the grantees:

(Wherever used herein the words "grantor" and "grantee" include all the parties to this instrument and  
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth:** That the grantor, for and in consideration of the sum of \$10.00 and other  
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,  
alien, remise, release, convey and confirm unto the grantees, all that certain land situated in St. Lucie  
County, Florida, viz:

Tract "B" in Block 211 and Tract "C" in Block 214 both in SOUTH PORT ST. LUCIE  
UNIT FIFTEEN according to the Plat thereof recorded in Plat Book 16 at Page 42  
of the Public Records of St. Lucie County, Florida.

This Deed is executed subject to taxes assessed for the year 1979 and all sub-  
sequent years and to conditions, easements, limitations and restrictions of record.

STATE OF FLORIDA  
DOCUMENTARY STAMP  
\$ 00.30

1979 JUN -6 PM 2:18

446920

FILED AND RECORDED  
ST. LUCIE COUNTY, FLA.  
ROGER FORNAS  
CLERK CIRCUIT COURT

RECORD VERIFIED *[Signature]*

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any-  
wise appertaining.

**To Have and to Hold,** the same in fee simple forever.

**And** the grantor hereby covenants with said grantees that it is lawfully seized of said land in fee  
simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully war-  
rants the title to said land and will defend the same against the lawful claims of all persons whomsoever;  
and that said land is free of all encumbrances

FLORIDA  
JUN -6 79  
DOCUMENTARY  
STAMP TAX  
\$ 00.65

**In Witness Whereof**

(CORPORATE SEAL)

the grantor has caused these presents to  
be executed in its name, and its corporate seal to be hereunto affixed, by its  
proper officers thereunto duly authorized, the day and year first above written.

ATTEST

*[Signature]*  
SAUL J. SACK, ASSISTANT Secretary

GENERAL DEVELOPMENT CORPORATION

Signed, sealed and delivered in the presence of:

*[Signature]*  
Nancy C. Latimer  
*[Signature]*

By *[Signature]*  
WILLIAM R. AVELLA President

FORM  
APPROVED  
*[Signature]*  
ATTORNEY

STATE OF FLORIDA  
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,  
personally appeared William R. Avella and Saul J. Sack

well known to me to be the President and Assistant Secretary respectively of the corporation named as grantor  
in the foregoing deed, and that they were duly acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily  
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of February, A. D. 19

*[Signature]*

This instrument prepared by:

Address This instrument was prepared by  
ALBERT L. ROSIN, Corporate Counsel  
General Development Corporation  
1111 S. Bayshore Drive  
Miami, Florida 33131

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
BY COMMISSION EXPIRES DEC. 26 1980  
BENJAMIN THOMAS GENERAL INC. UNDERWRITERS

310 437



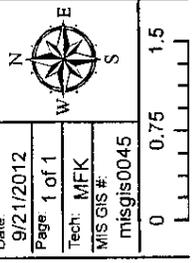
# Wireless Communication Tower Sites Map

EXHIBIT 2.

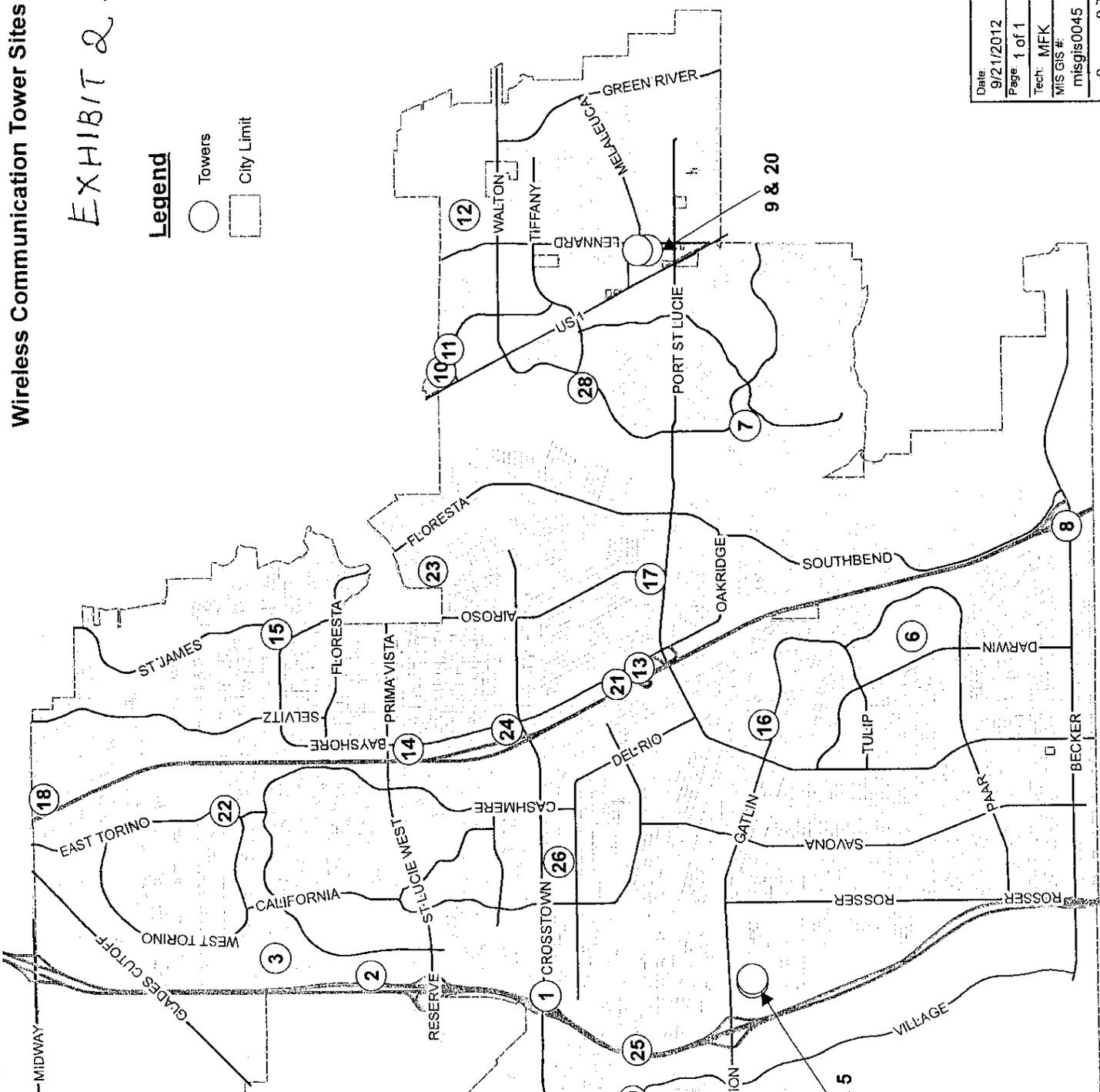
## Legend

-  Towers
-  City Limit

Date: 9/21/2012  
 Page: 1 of 1  
 Tech: MFK  
 MIS GIS #: misgis0045



0 0.75 1.5



PJID	DESC	OnCity/Property	Status
1	P92-87	No	Existing
2	P96-139	No	Existing
3	P87-147	No	Existing
4	P96-136	No	Existing
5	P93-14	No	Existing
6	P98-017	Yes	Existing
7	P97-188	Yes	Existing
8	P97-230	Yes	Existing
9	P88-56	No	Existing
10	P85-25 & P86-93	No	Existing
11	P94-68	No	Existing
12	P99-22	No	Existing
13	P98-43	Yes	Existing
14	P00-127 & 128	No	Existing
15	P01-241	Yes	Existing
16	P11-007	Yes	Approved
17	P02-186	Yes	Existing
18	P06-077	No	Existing
19	P03-167	No	Existing
20	P97-258	No	Existing
21	P98-044	No	Approved
22	P11-045	Yes	Approved
23	P11-071	Yes	Proposed
24	P12-031	No	Proposed
25	P11-080	Yes	Proposed
26	P11-155	Yes	Approved
27	P12-013	No	Proposed
28	P12-078	Yes	Proposed

**CELL TOWER SITE LEASE AGREEMENT**  
**LYNGATE PARK**

THIS SITE LEASE AGREEMENT ("Lease") made on 14 day of June, 2012, between the CITY OF PORT ST. LUCIE, a Florida municipal corporation (hereinafter referred to as "CITY"), and PJ Development, LLC., a Florida limited liability company, (hereinafter referred to as "PJD").

**1. Leased Premises and Permitted Uses.**

CITY hereby leases to PJD the Ground Space, a portion of the Lyngate Park property (the entirety of CITY's property is hereinafter referred to as the "Land"), which is more specifically described above, together with a non-exclusive easement (the "Easement") over, under and across the Land for (i) reasonable access to the Ground Space extending from the nearest public right-of-way and (ii) in the discretion of PJD, source of electric and telephone facilities extending to the Ground Space from the nearest public electric and telephone utility easements (the Ground Space and Easement are hereinafter collectively referred to as the "Property"). Certain ground space located within Tracts "B" and "C", South Port St. Lucie, Unit Fifteen, which consists of a park known as Lyngate Park, Parcel ID No. 3422-575-0006-000-4 in the City of Port St. Lucie. The leased premises ("the Ground Space"), is more particularly described on the attached Exhibit "A".

The Ground Space will be used by PJD for the purpose of installing, removing, replacing, maintaining and operating, at its sole expense, a wireless communications facility (the "Facility"), composed of a 150' monopole tower structure, and uses incidental thereto. PJD will use the Property in a manner that will not unreasonably disturb the quiet use and enjoyment of Lyngate Park by the park visitors and neighboring community.

PJD, at its expense, was granted the right to survey said Property, which is legally described on said survey on Exhibit B, attached hereto and made a part hereof, and shall

control in the event of discrepancies between it and the above legal description. CITY granted PJD the right to take measurements, make calculations, and to note other structures, setbacks, uses, or other information as deemed by PJD to be relevant and pertinent, as such information relates to City's park property, leased or otherwise abutting or surrounding the Property. To the extent the CITY owns adjacent lands, the CITY grants PJD the right to reasonable use of the adjoining and adjacent lands, as may be necessary, for achieving the construction, installation, maintenance, and operation of the Facility. However, PJD shall provide at least a forty-eight (48) hour advance, written notice or e-mail transmission to the CITY'S Parks and Recreation Department for coordination and approval in the CITY'S sole discretion of any proposed use or disturbance of the non-leased adjoining and adjacent lands.

**2. Initial Term.**

The initial term of this Site Lease Agreement (the "Initial Term") shall commence on the date PJD signs this Lease, or if PJD signs first, the date CITY signs this Lease. The Initial Term of this Site Lease Agreement shall be for a period of ten (10) years commencing on the date the Lease is fully executed with four 5 year options. Rent start date shall be the date the Lease is fully executed unless otherwise specified. Upon execution of this Agreement, PJD shall pay the Owner \_\_\_\_\_ for the initial year of the Lease Term.

**3. Renewal Terms.**

This Lease shall automatically renew for four five-year (5) terms (each being a "Renewal Term"), unless PJD provides CITY with written notice, by certified mail, at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, of PJD's intention not to renew this Lease; at least ninety (90) days prior to the expiration of the initial Term or any Renewal Term. After the first Renewal Term, should PJD fail to reasonably cooperate with the Owner under the terms of this Lease, the Owner is not obligated to automatically renew said Lease,

The Owner is not obligated to automatically renew said Lease. The Owner must give PJD written notice within ninety (90) days prior to expiration of its intent not to renew this Lease or unless CITY, in its sole discretion, provides PJD with written notice, by certified mail, at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, of CITY'S intention not to renew this Lease.

**4. Rent.**

Rent will commence on the ("Rent Start Date"). Rent will be paid annually in advance beginning on the Rent Start Date and on each anniversary of it. The Rent Start Date shall commence upon execution of the Lease Agreement. The annual rent will be

partial years to be prorated. The annual rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by \_\_\_\_\_ per year. Rent payments shall be sent to the City of Port St. Lucie, Attn: Finance Department, 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida, 34984, or at such other place and to such other person as the CITY may from time to time designate in writing.

During the Initial Term and each Renewal Term, annual rent shall be increased on each anniversary of the Rent Start Date by an amount equal to \_\_\_\_\_ of the annual rent for the previous year.

**5. Title and Quite Possession.**

CITY represents and agrees that (i) it is the owner of the leased premises; (ii) it has the right to enter into this Lease; (iii) the person signing this Lease has the authority to sign on behalf of the CITY; (iv) PJD is entitled to access the Property at all times and to the quiet possession of the Property throughout the Initial Term and each Renewal Term so long as PJD is not in default beyond the expiration of any cure period; (v) it will maintain the Property, in

good condition, reasonable wear and tear excepted; and (vi) there are no other liens, judgments or impediments of title on the Property or affecting CITY's title to the same and that there are no covenants, easements, restrictions or agreements binding on CITY or the Property which prevent PJD's permitted use of the Property. PJD's access to the Property "at all times" means that PJD's access shall be seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five (365) days a year. CITY agrees to provide PJD, contemporaneous with the signing of this Lease, such access information, cards or keys as may be necessary to grant access.

**6. Assignment and Subleasing.**

PJD will not assign or transfer this Lease without the prior written consent of CITY, which consent will not be unreasonably withheld, delayed or conditioned; provided; however, PJD may assign this Lease without CITY's prior written consent to PJD's principal(s), affiliates, or any subsidiary of PJD, its principal(s) or affiliates, to any entity that acquires all or substantially all of PJD's assets in the market defined by the Federal Communications Commission in which the Ground Space is located by reason of a merger, acquisition or other business reorganization. PJD may sublet the Ground Space with CITY's prior written consent but shall remain as the Lessee and fully liable to CITY under this Lease. PJD or its successors and/or assigns shall provide the City of Port St. Lucie a copy of all subleases with any co-locator for the leased premises. Failure to provide copies of the co-locate agreements for verification of proper revenue allocations to the City of Port St. Lucie shall be deemed a default of this agreement.

**7. Notices.**

All notices must be in writing and are effective when deposited in the U.S. Mail, certified (return receipt requested) and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

CITY: City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984  
Attn: City Manager

With copy to: City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
Attn: City Attorney

With copy to: Parks and Recreation Department  
City of Port St. Lucie  
2195 SE Airoso Boulevard  
Port St. Lucie, FL 34984  
Attn: Director of Parks and Recreation

PJD: PJ Development, LLC.  
7341 Westport Place, Suite A  
West Palm Beach, Florida 33413  
Attn: Paul A. Scott – Managing Partner

**8. Improvements.**

PJD shall, at PJD's expense, make such improvements on the Ground Space, as it deems necessary from time to time for the operation of the Facility, including the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Lease. A security fence consisting of chain link construction or similar but comparable construction will be placed around the perimeter of the Ground Space at the expense of PJD. PJD will also provide and install public awareness signage concerning the property usage and contact information. Such signage content will be provided to the CITY'S Parks and Recreation Department for review and approval and shall be in compliance with any and all applicable federal, state and local requirements. CITY agrees to cooperate with PJD with respect to obtaining any required zoning approvals and other governmental permits for the cell tower site and such improvements.

As a condition of approval of the Lease Agreement, and as consideration of the fact that the City of Port St. Lucie intends to use the facility as a future dog park, PJD has agreed to clear additional property for the City during the clearing for construction of the tower. PJD and the City of Port St. Lucie have agreed to the area to be cleared, which is depicted on the attached Exhibit "C". There shall be no costs to the City for said clearing.

Within ninety (90) days after termination or expiration of this Lease, PJD will remove its equipment and improvements (excluding footings, landscaping or plant life) and will restore the Ground Space to the condition existing on the commencement of this Lease, except for ordinary wear and tear. CITY agrees and acknowledges that all of the equipment, fixtures and personal property of PJD shall remain the personal property of PJD and PJD shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes PJD to remain on the Ground Space after termination of this Lease, PJD shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of its equipment and improvements and all personal property is completed.

**9. Compliance with Laws.**

Owner represents that Owner's Property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. PJD will substantially comply with all applicable laws relating to its possession and use of the Site, including, without limitation, posting requirements of the Federal Communications Commission.

10. Removal.

A. Obsolete and unused towers. Any obsolete or unused towers. Any obsolete or unused tower shall be removed after twelve (12) months of non-use. A removal bond irrevocable letter of credit equal to the following shall be required prior to obtaining final site development permits;

1. Towers up to 150 feet in height = \$15,000
2. Towers 151 to 200 feet in height = \$20,000
3. Towers 201 to 300 feet in height = \$25,000

11. Interference.

PJD will cure technical interference problems with other equipment located on the Land prior to the effective date of this Lease or any equipment that becomes attached to the Land at any future date when PJD desires to add additional equipment to the Property. Likewise, CITY will not permit the installation of any future equipment, upgrades or enhancements by others, which results in unreasonable technical interference problems with PJD's then existing equipment. CITY and PJD acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, PJD shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

12. Utilities.

CITY represents that those utilities adequate for PJD's use of the Ground Space are available. PJD shall pay for all utilities used by PJD at the Ground Space. CITY will cooperate with PJD's efforts to obtain utilities from any location provided by CITY or the servicing utility.

13. Termination.

PJD may terminate this Lease at any time within sixty (60) days written notice to CITY without further liability if PJD does not obtain all permits or other approvals (collectively

approval") required from any governmental authority or any easements required from any third party to operate the Facility, or if any such approval subsequently is canceled, expires or is withdrawn or terminated, or if CITY fails to have proper ownership, or appropriate clear title to the Property or authority to enter into this Lease, or if PJD determines that it will be unable to use the Property for its intended purpose. Upon termination, CITY shall retain all prepaid rent.

**14. Default.**

If either party is in default under this Lease for a period of (i) twenty (20) days following receipt of written notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (ii) thirty (30) days following receipt of written notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Lease. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Lease may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

Notwithstanding anything in this Lease to the contrary, in the event of a default by CITY which results in PJD being unable to operate the Facility for a period of time exceeding CITY's initial thirty (30) day cure period, the rent shall abate for the period of time after expiration of the initial thirty (30) day cure period until the earlier of such date as CITY has cured the non-monetary default or PJD is able to continue operating the Facility; provided, further, that if PJD is unable to operate the Facility for more than 90 days, PJD shall have the right to immediately terminate this Lease. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as

the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease.

**15. Hazardous Substances.**

CITY represents that it has no knowledge of any substance, chemical or waste on the Land that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. PJD shall not introduce or use any such substance on the Property in violation of any applicable law.

**16. Insurance.**

PJD will maintain comprehensive general liability and property liability insurance with minimum liability limits of not less than ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00) for injury to or death of one or more persons in any one occurrence and not less than ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00) for damage or destruction of property in any one occurrence, with not less than THREE MILLION DOLLARS AND NO CENTS (\$3,000,000.00) general aggregate insurance coverage. All such insurance policies shall be issued by companies approved by the CITY and licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the CITY is given at least thirty (30) days prior written notice of such cancellation or modification. PJD shall provide the CITY certificates showing such insurance to be in place and showing the CITY as an additional named insured under the policies.

PJD shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement and any extension or renewal thereof. If insurance certificates are scheduled to expire during the term of this Lease Agreement, PJD shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) days in advance of such expiration.

If the insurance policies are not kept in full force during the entire term of this Lease Agreement or any extension thereof, the CITY may procure the necessary insurance policies and PJD shall repay to CITY the full amount of the premium(s) paid by the CITY for such insurance policy procurement. Said repayment shall be provided to the CITY as an additional rent installment for the year following the date on which the premiums were paid by the CITY.

**17. Indemnification and Hold Harmless.**

PJD shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease Agreement by PJD or its employees, agents, servants, partners, principals, subcontractors, guests, invitees, licensees, or assignees. PJD shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The indemnities provided by PJD under this Lease Agreement will not extend or apply to any claims, damages, suits or actions caused by or resulting from the sole negligence or willful misconduct of the CITY, or its officers, employees, agents, contractors, or instrumentalities. PJD expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by PJD shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

18. Taxes.

PJD shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Ground Space. PJD shall reimburse the CITY, as additional rent, any documented increases in real estate taxes levied against the Property which are directly attributable to the improvements constructed by PJD and are not separately levied or assessed against PJD's improvements by the taxing authority. CITY shall provide to PJD a copy of any notice, assessment or billing relating to real estate taxes for which PJD is responsible under this Lease within thirty (30) days of receipt of the same by CITY. PJD shall have no obligation to make payment of any real estate taxes until PJD has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. PJD shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which PJD is wholly or partly responsible for payment under this Lease. CITY shall reasonably cooperate with PJD in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

19. Recording.

CITY and PJD agree that this Lease Agreement will be forwarded for recording or filing in the appropriate office of St. Lucie County and CITY and PJD agree to take such actions as may be necessary to permit such recording or filing. PJD shall be responsible for the recording costs. PJD, at PJD's option and expense, may obtain title insurance on the Ground Space leased herein. CITY shall cooperate with PJD's efforts to obtain a title insurance policy by executing documents, or at PJD's expense, obtain requested documentation as required by the title insurance company. If title is found to be defective, CITY shall attempt to cure defects in

title. At PJD's option, should the CITY fail to provide requested documentation within thirty (30) days of CITY's receipt of PJD's written request, or fail to provide the Non-Disturbance instrument(s), PJD may withhold and accrue the monthly rental until such time as the requested document(s) are received, or if title is found to be defective and CITY has failed to cure the defects within a reasonable period, PJD may cancel this Lease or cure the title defect at CITY's expense utilizing the withheld payments. Any such notice of termination shall cause this Lease Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease.

**20. Co-Location.**

PJD shall design the 150' monopole tower structure and facility to allow for at least three (3) additional telecommunications providers. The availability of the tower shall be subject to the structural limitations as may be imposed by current or future regulations. Tenant shall pay to Owner Thirty Five percent (35%) of all rental revenues received from any subsequent co-locator after the initial service provider locates on the Tower. Rental Revenues for additional co-locators shall commence upon the start of physical alteration of the leased premises for the construction of the co-locators facilities. Tenant shall be entitled to recoup from any co-locator, a pro rata share of the capital cost of construction of the tower. The Owner shall not share this capital contribution. Owner acknowledges and agrees that the continuity of Tenant's services is of paramount importance. Owner at all times shall exercise the greatest care and judgment to prevent damage to Tenant's services. Owner agrees that Tenant may cause its engineers to verify by frequency search that the proposed additional provider will not interfere with the radiating or receiving facilities of Tenant.

21. Sale of Land.

If CITY should, at any time during the term of this Lease Agreement, decide to sell all of its Land, which includes the leased Property, to a purchaser other than PJD, such sale shall be under and subject to this Lease and PJD's rights hereunder, unless both parties agree to terminate the Lease.

22. Casualty.

If PJD's Facility or improvements are damaged or destroyed by fire or other casualty, PJD shall not be required to repair or replace the Facility or any of PJD's improvements made by PJD. PJD shall not be required to expend funds for repairs that are more than fifty-percent (50%) of the replacement value of the Facility or any improvements. Additionally, if completion of the repairs is not possible within forty-five (45) days following the date of the damage or destruction, PJD may terminate this Lease by giving thirty (30) days written notice to CITY. Termination shall be effective immediately after such notice is given. Upon such termination, this Lease shall become null and void and CITY and PJD shall have no other further obligations to each other, other than PJD's obligation to remove PJD's property as hereinafter provided.

23. Inspections.

CITY shall permit PJD or PJD's employees, agents and contractors access to the Property by PJD or its employees, agents and contractors to conduct inspections on the Ground Space (including Phase I and Phase II audits), radio frequency tests and such other tests, investigations and similar activities as PJD may deem necessary, at the sole cost of PJD. The scope, sequence and timing of the inspections shall be at the sole discretion of PJD; upon reasonable notification to CITY and Director of the Parks and Recreation Department, or his designee; the inspections may be commenced during normal business hours, for the duration of the Lease. PJD and its employees, agents and contractors shall have the right to bring the

necessary vehicles and equipment onto the Property and any of the CITY's surrounding property to conduct such tests, investigations and similar activities.

PJD shall indemnify and hold CITY harmless against any loss of damage for personal injury or physical damage to the Property, CITY's surrounding property or the property of third parties resulting from any such tests, investigations and similar activities. Upon written request, PJD shall furnish to CITY copies of the environmental findings. Should PJD exercise this option, PJD at its expense shall restore the Land to its original condition for any changes caused by said testing excluding normal wear and tear.

**24. Enforcement.**

Any and all rights and remedies of the CITY under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to CITY under applicable law.

**25. Holdover.**

If PJD, with the consent of the CITY, remains in possession of the demised premises after the expiration of the term of this Lease Agreement or any Renewal Terms and if the CITY and PJD have not executed an express written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental fee of the current rent, and such payments shall be made as herein provided. In the event of such holding over, all of the terms of this Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in full force and effect on said month to month basis.

**26. Governing Law.**

This Lease Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida and venue of any proceedings

hereunder shall be in a court of proper jurisdiction in St. Lucie County, Florida.

27. Additional Provisions.

(a) Successors in Interest

This Lease applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Lease.

(b) Mechanic's, Material men's and Other Liens

PJD agrees that it will not permit any mechanic's, material men's, or other liens to stand against the demised premises for work or materials furnished to PJD; it being provided, however, that PJD shall have the right to contest the validity thereof. PJD shall immediately pay any judgment or decree rendered against PJD, with all proper costs and charges, and shall cause any such lien to be released off record without cost to the CITY.

(c) Permits, Regulations & Special Assessments

PJD covenants and agrees that during the term of this Lease Agreement PJD will obtain any and all necessary permits and approvals and that all uses of the demised premises will be in conformance with all applicable laws, including all applicable zoning regulations.

PJD shall pay any and all charges, taxes, or assessments levied against the demised premises and failure to do so will constitute a breach of this Lease Agreement.

(d) Force Majeure

PJD and the CITY shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants and conditions of this Lease Agreement when prevented from so doing by cause or causes beyond PJD's or the CITY's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of

God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of PJD or the CITY.

(e) If any provision of this Lease is held invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to when it is held invalid or unenforceable, will not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(f) The failure of either party to insist upon strict performance of any of the terms or conditions of this Lease or to exercise any of its rights under the Lease shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Lease, either in law or in equity.

**28. Written Agreement.**

This Site Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by ordinance adopted by the City Council.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



Signed, sealed and delivered  
in the presence of:

PJ Development, LLC, a Florida limited  
liability company

Thomas J. Mackiewicz  
Witness  
Print Name: THOMAS J. MACKIEWICZ

By: Paul A. Scott  
Paul A. Scott Managing Partner

Robin F. Hampl  
Witness  
Print Name: Robin F. Hampl

STATE OF FLORIDA )  
COUNTY OF St. Lucie ) ss

The foregoing instrument was acknowledged before me this 26 day  
of April 2012, by Paul A. Scott as Managing Partner of PJ Development, LLC a  
Florida limited liability company.  He is personally known to me or  has produced  
\_\_\_\_\_ as identification.

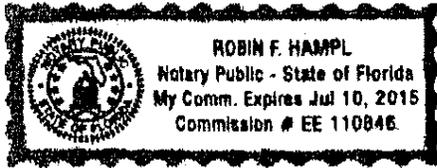
Robin F. Hampl  
Notary Public

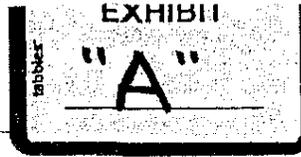
Robin F. Hampl  
(Print Name of Notary)

NOTARY SEAL/STAMP

Notary Public, State of Florida

My Commission expires 7/10/15





**LEGAL DESCRIPTIONS  
(AS PREPARED BY SURVEYOR)**

**PJ DEVELOPMENT, LLC.  
LEASE PARCEL  
CPSL 2620 LYNGATE PARK**

A PORTION OF TRACT "B" IN BLOCK 211 AND TRACT "C" IN BLOCK 214 BOTH IN SOUTH PORT ST. LUCIE UNIT FIFTEEN, ACCORDING TO THE PLAT THEREOF AS RECORDED PLAT BOOK 16 AT PAGE 42, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "B"; THENCE SOUTH 18°44'55" WEST, A DISTANCE OF 586.96 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 89°59'50" WEST, A DISTANCE OF 344.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'10" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 89°59'50" WEST, A DISTANCE OF 110.00 FEET; THENCE NORTH 00°00'10" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.1515 ACRES OR 6600 SQUARE FEET, MORE OR LESS.

**PJ DEVELOPMENT, LLC.  
INGRESS/EGRESS AND UTILITY EASEMENT  
CPSL 2620 LYNGATE PARK**

A 20.00 FEET INGRESS/EGRESS EASEMENT LYING 10.00 FEET LEFT AND RIGHT OF A CENTERLINE, SAID CENTERLINE BEING A PORTION OF TRACT "B" IN BLOCK 211, SOUTH PORT ST. LUCIE UNIT FIFTEEN, ACCORDING TO THE PLAT THEREOF AS RECORDED PLAT BOOK 16 AT PAGE 42, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "B"; THENCE SOUTH 18°44'55" WEST, A DISTANCE OF 586.96 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 89°59'50" WEST, A DISTANCE OF 344.41 FEET; THENCE SOUTH 00°00'10" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE SOUTH 88°55'20" EAST, A DISTANCE OF 34.17 FEET; THENCE NORTH 85°20'47" EAST, A DISTANCE OF 37.83 FEET; THENCE NORTH 76°24'47" EAST, A DISTANCE OF 53.92 FEET; THENCE NORTH 67°28'52" EAST, A DISTANCE OF 108.92 FEET; THENCE NORTH 48°55'34" EAST, A DISTANCE OF 82.79 FEET; THENCE SOUTH 72°16'23" EAST, A DISTANCE OF 27.64 FEET; THENCE SOUTH 59°17'11" EAST, A DISTANCE OF 61.09 FEET; THENCE SOUTH 44°17'17" EAST, A DISTANCE OF 69.51 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LYNGATE DRIVE AND THE POINT OF TERMINATION OF SAID CENTERLINE.

THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR LENGTHENED TO FORM ONE CONTIGUOUS SHAPE.

# BKI, INC.

*Consulting Ecologists*

225 Fifth Avenue, Suite 2, Indialantic, Florida 32903-3163

William W. Kerr, President

321.951.7964 Office \* 321.951.8909 Fax

[www.bki-ecologists.com](http://www.bki-ecologists.com)

August 1, 2012

Tom Mackiewicz  
PJ Development  
356 NW Alice Avenue  
Stuart, Florida 34994

**Project:** Lyngate Tower Site  
±0.7 acres  
in Section 02, Township 37 South, Range 40 East  
Port St. Lucie, St. Lucie County, Florida  
BKI File No. 12007

**Subject:** Gopher Tortoise Survey

Dear Mr. Mackiewicz:

B.K.I., Inc. Consulting Ecologists (BKI) has completed a gopher tortoise survey on the above-referenced proposed construction site. This survey was conducted July 15, 2012. The following is a discussion of our findings.

## INTRODUCTION

This ±0.7 acre parcel is located in Sections 02, Township 37 South, Range 40 East, Port St. Lucie, St. Lucie County, Florida (*Figure 1*). This parcel's current land use is undeveloped pine and mesic oak. This site is completely over grown with grape vine. The northern border is a cleared and mowed park.

## VEGETATIVE COMMUNITY

The vegetative community can be described as Pine - Mesic Oak (4140) and is composed of laurel oaks, slash pines, gall berry, saw palmetto, and wax myrtle (*Figure 2*).

## SOILS

The soils onsite are described as Waveland and Immokalee fine sand and Hobe 0 to 5 percent slopes (*Figure 3*).

Mitigation/Conservation Bank Permitting \* Land Management Plans \* Environmental Assessments & Permitting  
GIS/GPS Mapping \* Wildlife Evaluations \* Feasibility Studies \* Wetland Assessments & Enhancements

### **Waveland and Immokalee Fine Sand**

This is a nearly level poorly drained soil in broad flatwoods areas. The water table is at a depth of 10 inches for one to four months and 40 inches for six months or more during most years.

### **Hobe 0 to 5 Percent Slopes**

This is an excessively drained sandy soil on gently sloping ridges and low knolls in flatswoods. The water table is 50 to 60 inches below the surface for 2 to 4 months in most years. During dry periods, it is below 60 inches for short periods.

## **GOPHER TORTOISE**

Gopher tortoises are listed by Florida Fish and Wildlife Conservation Commission (FWC) as a Threatened species. FWC regulates the species (through Chapter 68A-27 FAC).

Suitable gopher tortoise habitat typically includes the following three factors: well-drained loose soil in which to burrow, adequate low-growing herbs for food, and open sunlit sites for nesting. Frequently gopher tortoises will utilize rural or disturbed lands for nesting and foraging as well.

## **DESCRIPTION OF SURVEY METHODOLOGY**

- Pedestrian surveys were conducted throughout the entire proposed construction site (~0.7 acres). The entire construction area was surveyed for the presence of gopher tortoise burrows. This survey was done to encompass 100% of the available habitat in which tortoises could reside within the construction zone.
- Additionally, the perimeter was surveyed in order to observe if any impacts to burrows within 25 feet of the construction area would potentially occur.
- The undeveloped land may provide adequate tortoise habitat. Evidence of tortoise usage was observed and noted by all of the following indicators: abandoned, active or inactive tortoise burrows, tortoise scat, and critter trails in and around the shrubs.

## **SURVEY RESULTS**

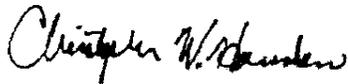
As a result of the survey, five (5) gopher tortoise burrows were identified within and adjacent to the proposed construction zone (*Figure 4*). Any burrows within 25 feet of the construction will need to be relocated. Two of the burrows are believed to be outside and greater than 25 feet from of the proposed construction site. Three active or inactive burrows are located in the construction zone. According to FWC regulations, this is equivalent to approximately two (2) individual gopher tortoises using the area. The effective density of gopher tortoises within the construction area at the site is approximately ten (10) gopher tortoises per acre according to FWC regulations.

FWC regulations require that no taking of gopher tortoises is allowed. All gopher tortoises must be relocated from development areas. If burrows remain *25 feet or farther* from the construction area, no permit is required.

Tortoise burrows within the construction area will have to be relocated. BKI recommends that a Ten or Fewer - Conservation Permit be acquired from FWC that would allow the two (2) tortoises to be relocated from the construction area to an authorized off-site recipient site; this will require FWC permit fees. It is believed that on-site relocation is not appropriate for this site for several reasons. Including penning tortoises on-site at the park may not be safe for the tortoises. The FWC fees are estimated to be \$200 for the permit (which includes up to five (5) tortoises). It is recommended that a permit be sought for all potential tortoises on site. This permit process avoids any construction delays. Additionally, a fee will need to be paid to the relocation site, which ranges from \$775 to \$850 per tortoise. Several relocation sites will be investigated to find the most economically sensible solution. These costs **do not** include BKI's fees for application submission and tortoise relocation services. A proposal for these services will be created once the plan is determined. It is anticipated that the burrows will be excavated mechanically prior to clearing the site.

If there are any questions or comments regarding the information included within this report, please feel free to contact me at (321) 952-7964 or via email at [chrisharnden@cefl.ir.com](mailto:chrisharnden@cefl.ir.com).

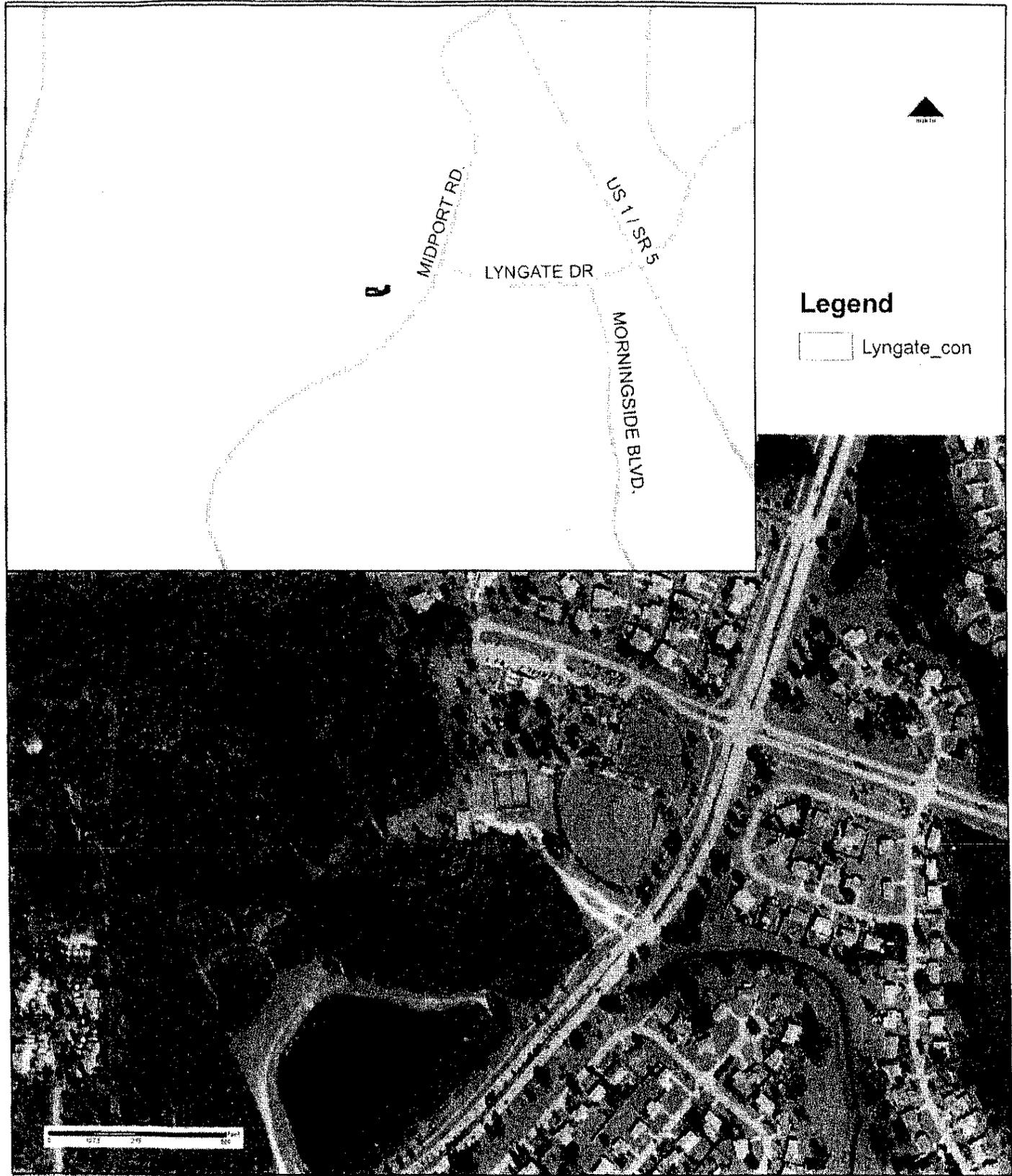
Sincerely,



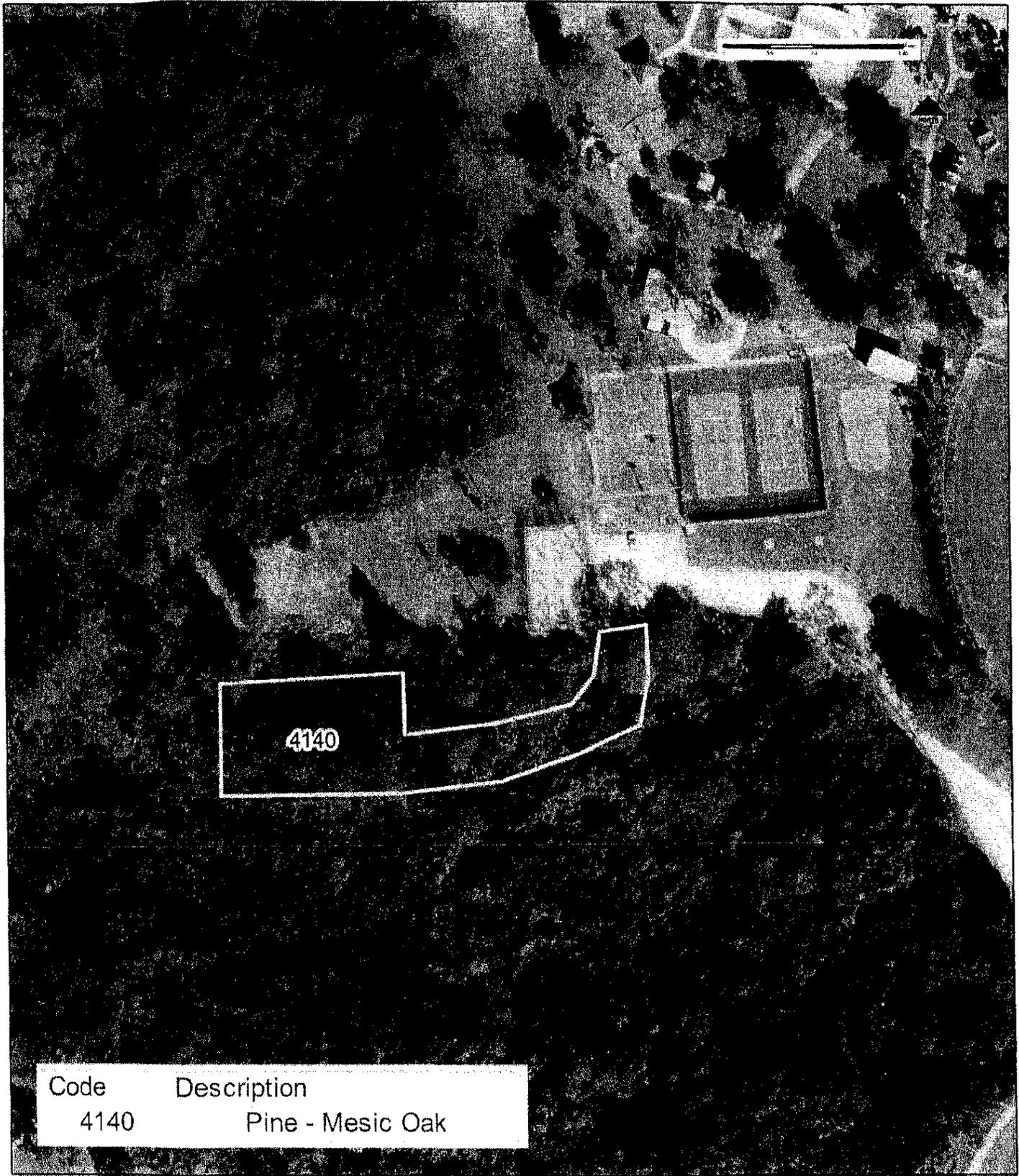
Chris Harnden  
Project Manager/ Ecologist

Attachments:

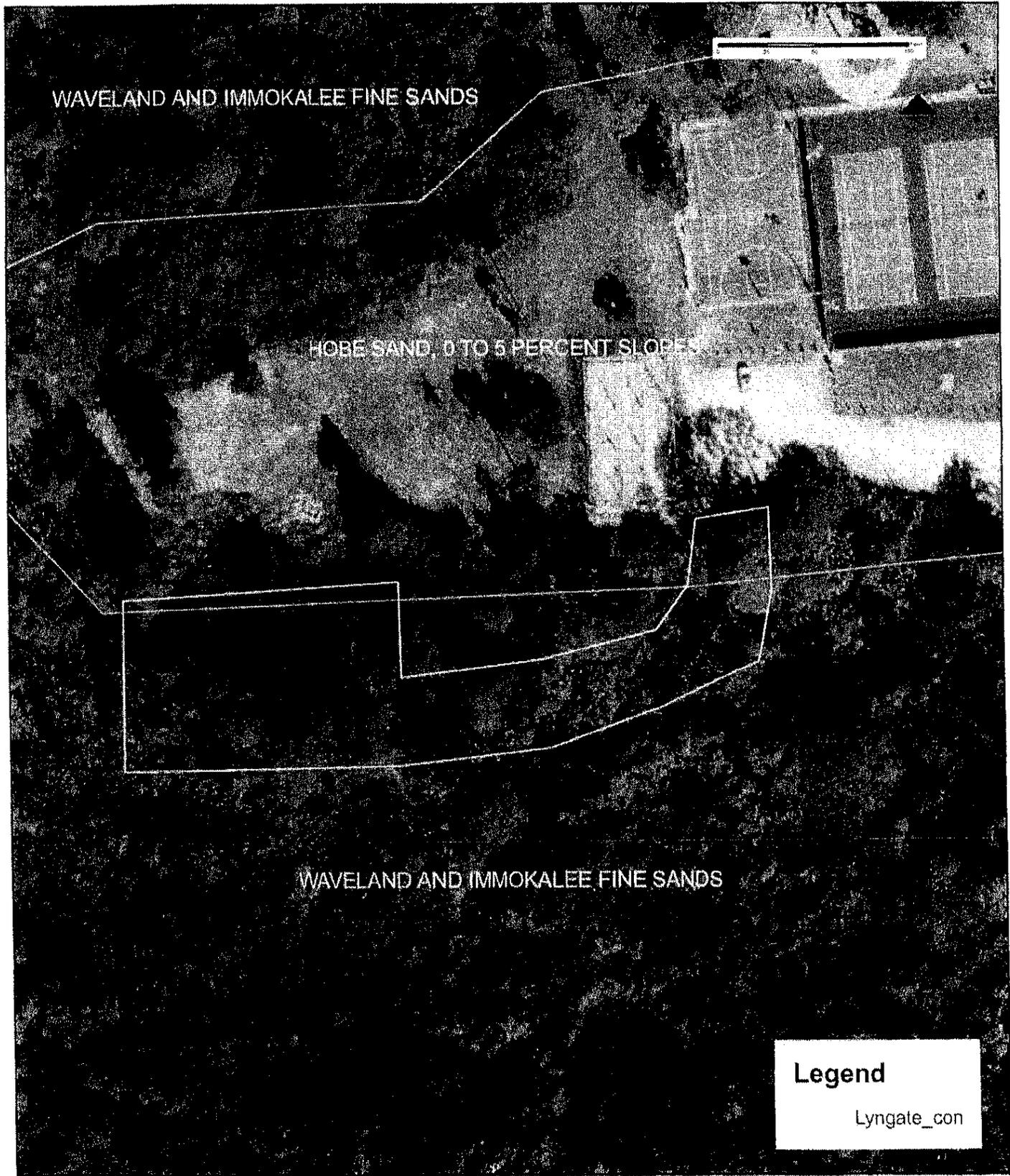
- Figure 1 - Vicinity / Aerial View Map
- Figure 2 - Land Use Map
- Figure 3 - SCS Soils Survey Map
- Figure 4 - Gopher Tortoise Burrow Location Map



<p>BKI, Inc.          Consulting Ecologists          225 Fifth Avenue, Suite 2          Indianalantic, Florida 32003          321-951-7964</p>	<p>Title: Location Map          Project: Lyngate Tower          Project Number: 12007          Source: NRCS Soils, FDEP LABINS High Res, 2009</p>	<p>Figure          No.          1</p>
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Code	Description
4140	Pine - Mesic Oak



WAVELAND AND IMMOKALEE FINE SANDS

HOBE SAND, 0 TO 5 PERCENT SLOPES

WAVELAND AND IMMOKALEE FINE SANDS

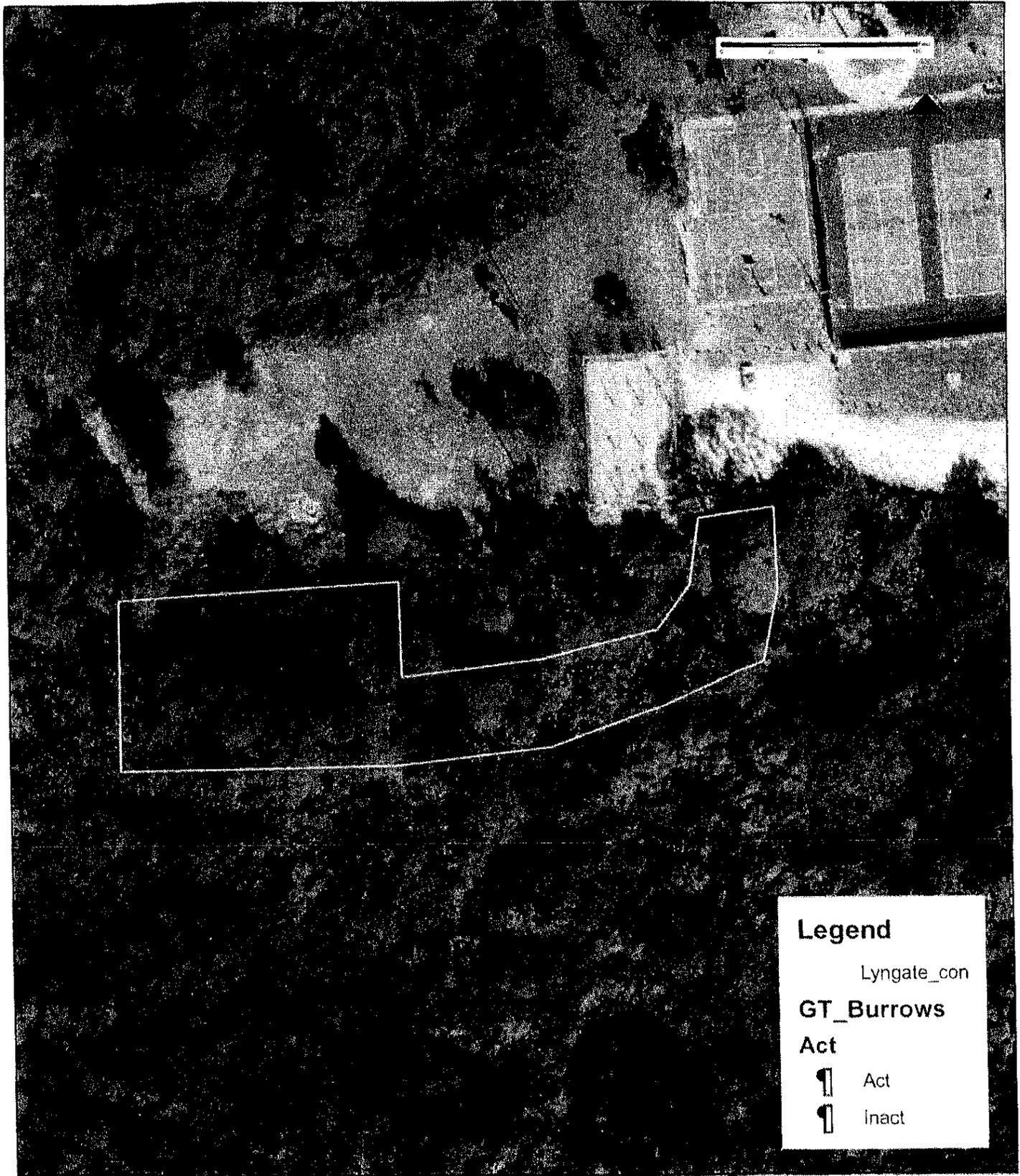
**Legend**

Lyngate\_con

BKI, Inc.  
Consulting Ecologists  
225 Fifth Avenue, Suite 2  
Indialantic, Florida 32903  
321-951-7964

Title: NRCS Soils Map  
Project: Lyngate Tower  
Project Number: 12007  
Source: NRCS Soils, FDEP LABINS High Res, 2009

Figure  
No.  
3



**Legend**

Lyngate\_con

**GT\_Burrows**

**Act**

Act

Inact

BKI, Inc.  
Consulting Ecologists  
225 Fifth Avenue, Suite 2  
Indianapolis, Florida 32903  
321-951-7964

Title: Borrow Location Map  
Project: Lyngate Tower  
Project Number: 12007  
Source: NRCS Soils, FDEPLABINS High Res, 2009

Figure  
No.  
4



FOR BUSINESS AND REGULATORY CONSULTING SERVICES

421 Hobbs Street, Tampa, FL 33619 tel 813.681.4067 fax 813.689.0974 www.ecsconsult.com

July 5, 2012

City of Port St. Lucie  
Planning and Zoning Department  
121 SW Port St. Lucie Boulevard, Building A  
Port St. Lucie, Florida 34984

RECEIVED

JUL 12 2012

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

**Re: CPSL 2620 / Lyngate Park  
Notification of PJ Development, LLC's intent to pursue a communications tower  
site at 1301 SE Lyngate Drive in Port St. Lucie, FL  
Lat. / Long. 27°17'08.9" N, 80°18'38.3" W**

Dear Sir or Madam:

PJ Development, LLC ("PJ Development") is licensed to construct telecommunications towers throughout the South Florida area. PJ Development proposes to construct a wireless facility at 1301 SE Lyngate Drive in Port St. Lucie, St. Lucie County, FL. The proposed facility will consist of a new 150-foot tall monopole tower and associated ground equipment within a designated compound. This facility, and others like it, will allow wireless providers to provide high quality wireless communications services to the people of your community.

This notice is provided pursuant to the Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the Federal Communications Commission 47 C.F.R. pt. 1 app. C § V(C). A notice will also be published in a local newspaper to inform the public, in addition to any requirements that are part of the zoning and permitting process.

To submit comments regarding potential effects to historic properties or to obtain a copy of our filing with the State Historic Preservation Officer, please contact Stephen Higgins at the information listed below and reference CPSL 2620 / Lyngate Park.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephen Higgins', is written over a light-colored background.

Stephen Higgins  
Project Manager  
Environmental Compliance Services, Inc.  
421 Hobbs Street  
Tampa, Florida 33619  
Phone - 813-681-4067  
Fax - 813-689-0974  
Email: shiggins@ecsconsult.com

# PJ DEVELOPMENT, LLC

TREASURE COAST OFFICE  
356 Alice Avenue  
Stuart, Florida 34996

CORPORATE HEADQUARTERS  
7341 Westport Place  
West Palm Beach, Florida 33413

July 12, 2012

Josephine Conde  
Verizon Wireless  
777 Yamato Road  
Boca Raton, FL 33413

Re: Proposed Communications Tower – Notice of Intent

This letter is notification of PJ Development's intent to construct a new communications tower at the location described below.

Per the City of Port St. Lucie - Code of Ordinance, Section 158.213, Wireless Communications antennas and towers, PJ Development is required to provide a "Notice of Intent" to service providers of the proposed tower within the City of Port St. Lucie.

If this location can support any of your collocation needs please contact us as we can offer services to expedite your installation during the initial construction phase.

Site Name: Lyngate Park Tower  
Structure: 150' Monopole  
Ground Space: 3600 sq-ft  
PJD site number: CPSL2620 Lyngate Park Tower  
Site Address: 1301 SE Lyngate Boulevard, Port St. Lucie, FL.  
Parcel ID Number: 3422-575-0006-000-4  
Latitude: 27° 17' 08.930" N  
Longitude: 80° 18' 38.302" W

Sincerely,

Tom Mackiewicz

Telephone 772-692-4474 \* Fac

Page 1 of 1

2475 4472 3704 0001 0470 0001 0470 0001

U.S. Postal Service™		
CERTIFIED MAIL™ RECEIPT		
(Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>		
OFFICIAL USE		
Postage	\$ 10.75	0410
Certified Fee	\$ 2.95	04
Return Receipt Fee (Endorsement Required)	\$ 2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
Total Postage & Fees	\$ 15.75	07/12/2012
Sent To	Josephine Conde	
Street, Apt. No., or PO Box No.	Verizon Wireless	
City, State, ZIP+4	777 Yamato Road	
	Suite 600	
	Boca Raton, FL 33431	

# PJ DEVELOPMENT, LLC

TREASURE COAST OFFICE  
356 Alice Avenue  
Stuart, Florida 34996

CORPORATE HEADQUARTERS  
7341 Westport Place  
West Palm Beach, Florida 33413

July 12, 2012

Deeah Riley  
T-Mobile, USA  
1300 Concord Terrace, Suite 200  
Sunrise, FL. 33323

Re: Proposed Communications Tower – Notice of Intent

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Site Address: 1301 SE Lyngate Boulevard, Port St. Lucie, FL.  
Parcel ID Number: 3422-575-0006-000-4  
Latitude: 27° 17' 08.930"N  
Longitude: 80° 18' 38.302" W

Sincerely,

Tom Mackiewicz

Telephone 772-692-4474 \* Fax

Page 1 of 1

U.S. Postal Service™		
CERTIFIED MAIL™ RECEIPT		
(Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>		
OFFICIAL USE		
Postage	\$ 40.75	0410
Certified Fee	\$ 2.95	04
Return Receipt Fee (Endorsement Required)	\$ 2.35	
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 46.05</b>	<b>07/12/2012</b>
Sent To	Deeah Riley T-Mobile, USA	
Street, Apt. or PO Box	1300 Concord Terrace, Suite 200	
City, State	Sunrise, FL 33323	

7011 0470 0001 3704 3093

1005

# PJ DEVELOPMENT, LLC

TREASURE COAST OFFICE  
356 Alice Avenue  
Stuart, Florida 34996

CORPORATE HEADQUARTERS  
7341 Westport Place  
West Palm Beach, Florida 33413

July 12, 2012

Jason Paulley  
Sprint/Nextel  
851 Trafalgar Court, Suite 300E  
Maitland, FL. 32751

Re: Proposed Communications Tower – Notice of Intent

This letter is notification of PJ Development's intent to construct a new communications tower at the location described below.

Per the City of Port St. Lucie – Code of Ordinance, Section 158.213, Wireless Communications antennas and towers, PJ Development is required to provide a "Notice of Intent" to service providers of the proposed tower within the City of Port St. Lucie.

If this location can support any of your collocation needs please contact us as we can offer services to expedite your installation during the initial construction phase.

Site Name: Lyngate Park Tower  
Structure: 150' Monopole  
Ground Space: 3600 sq-ft  
PJD site number: CPSL2620 Lyngate Park Tower  
Site Address: 1301 SE Lyngate Boulevard, Port St. Lucie, FL.  
Parcel ID Number: 3422-575-0006-000-4  
Latitude: 27° 17' 08.930" N  
Longitude: 80° 18' 38.302" W

Sincerely,

Tom Mackiewicz

Telephone 772-692-4474 \* Facsimile 772-692-4474

Page 1 of 1

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only, No Insurance Coverage Provided)		
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>		
OFFICIAL USE		
Postage	\$ 40.45	0410
Certified Fee	42.75	04
Return Receipt Fee (Endorsement Required)	42.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	40.00	
Total Postage & Fees	\$ 45.75	07/12/2012
Sent To	Jason Paulley Sprint / Nextel	
Street, Apt. # or PO Box #	851 Trafalgar Court	
City, State, Z	Suite 300E Maitland, FL. 32751	

# PJ DEVELOPMENT, LLC

TREASURE COAST OFFICE  
356 Alice Avenue  
Stuart, Florida 34996

CORPORATE HEADQUARTERS  
7341 Westport Place  
West Palm Beach, Florida 33413

July 12, 2012

Patti Laverette  
MetroPCS  
1000 Sawgrass Corporate Pkwy, Suite 400  
Ft. Lauderdale, FL. 33323

Re: Proposed Communications Tower – Notice of Intent

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Sincerely,

Tom Mackiewicz

Telephone 772-692-4474 \* Facs

Page 1 of 1

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

PORT LAUDERDALE, FL 33301  
**OFFICIAL USE**

Postage	\$ 10.75	0410
Certified Fee	\$ 2.35	04
Return Receipt Fee (Endorsement Required)	\$ 2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
Total Postage & Fees	\$ 15.75	07/12/2012

Sent To: Patti Laverette  
MetroPCS

Street, or PO B: 1000 Sawgrass Corporate Pkwy. Ste.

City, St: 400  
Ft Lauderdale, FL 33323

7011 0470 0001 3704 3079

# PJ DEVELOPMENT, LLC

TREASURE COAST OFFICE  
356 Alice Avenue  
Stuart, Florida 34996

CORPORATE HEADQUARTERS  
7341 Westport Place  
West Palm Beach, Florida 33413

July 12, 2012

Sharon Dinges  
AT&T Wireless  
5201 Congress Ave.  
Boca Raton, FL 33487

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Sincerely,

Tom Mackiewicz

Telephone 772-692-4474 \* Facsi

Page 1 of 1

**U.S. Postal Service™**  
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**OFFICIAL USE**

7031 0470 0001 3704 4489

Postage	\$ 10.75	0410
Certified Fee	\$ 2.35	04
Return Receipt Fee (Endorsement Required)	\$ 2.35	
Restricted Delivery Fee (Endorsement Required)	\$ 10.00	
Total Postage & Fees	\$ 45.75	07/12/2012

Postmark Here

Sent To Sharon Dinges  
Street, Apt or PO Box AT&T Wireless  
City, State, Boca Raton, FL 33487



# Special Exception - P12-078 Lyngate Tower - CPSL 2620 AT&T - FP52 1301 SE Lyngate Blvd Port St Lucie Florida 34952

**PROJECT DESCRIPTION**  
CONSISTS OF THE  
INSTALLATION OF A NEW  
150' MONOPOLE TELECOMMUNICATIONS  
TOWER

**IMPERVIOUS COVERAGE**  
THE SITE CONSISTS OF OVERGROWN  
POCKETS OF OAK TREES. THE LEASE PARCELS  
ADJACENT TO AND SOUTH OF THE EXISTING  
DOG PARK SHALL BE MAINTAINED AS NATURAL  
EXOTIC VEGETATION. ALL TREES TO REMAIN  
SHALL BE MARKED WITH ORANGE TAP AND  
THE CITY OF PORT ST LUCIE SHALL BE  
RESPONSIBLE FOR MARKING THE BOUNDARIES  
OF THE "NEW PROPOSED DOG PARK" AS WELL  
AS THE LEASE PARCEL TOTAL ADDRESS.

**LANDSCAPE REQUIREMENTS**  
LANDSCAPING SHALL BE INSTALLED WITHIN  
EXISTING GRAVEL DRIVE AND INSTALLED FROM THE  
EXISTING GRAVEL ROAD TO THE COMPOUND.  
THE TOTAL LENGTH WILL BE APPROXIMATELY  
318'.

**DRAINAGE REQUIREMENTS**  
STORM WATER RUNOFF SHALL DISCHARGE TO  
NORTH AND SOUTH LUCIE. THE COMPOUND  
LEASE AREA AS A BUFFER TO THE PROPOSED  
"DOG PARK". ALL LANDSCAPING SHALL BE IN  
CONFORMANCE WITH THE CITY OF PORT ST LUCIE  
CODES. BRIGADION FOR NEW LANDSCAPING  
IRRIGATION WELL.

**UTILITIES**  
THIS PROJECT WILL REQUIRE POWER (FP&I)  
AND TELEPHONE (F-I FIBER OPTIC & T).  
SEWER OR GARBAGE COLLECTION SERVICES  
REQUIRED.

**PARKING**  
THERE IS NO CURRENT SITE PLAN APPROVAL  
FOR THIS PARCEL. PARKING FOR THE TOWER  
EASHPARK DIRECTLY IN FRONT OF THE ACCESS  
GATE AFTER PROJECT COMPLETION. THERE  
WILL BE MINIMAL TECHNICIAN ACCESS TO THE  
SITE ON A MONTHLY BASIS.

**TRAFFIC STATEMENT**  
THE PROJECT WILL REQUIRE ONE (1) PER  
MONTH PER SERVICE COORDINATOR ONCE THE  
SITE CONSTRUCTION IS COMPLETED. TOTAL  
MONTHLY TRIPS COULD REACH A MAXIMUM  
OF FOUR (4).

**PROJECT DENSITY**  
THE PROJECT DENSITY IS ONE TOWER PER  
ACRE. THE PROJECT DENSITY IS ONE TOWER  
PER ACRE.

**BUILDING COVERAGE**  
FUTURE BUILDS OUT OF  
EQUIPMENT SHEDS, EQUIPMENT GLAZES,  
AND TOWER FOUNDATION SHALL NOT EXCEED  
1200 SQ. FT. IN THE LEASE AREA.

**HANDICAP ACCESS**  
THIS SITE IS AN UNIMPAVED. ACCESS FOR HUMAN  
HANDICAP ACCESS SHALL BE PROVIDED.  
PROVIDED.

**HAZARDOUS WASTE DISPOSAL**  
HAZARDOUS WASTE DISPOSAL SHALL BE  
DEPOSED OF IN ACCORDANCE WITH ALL  
FEDERAL, STATE OF FLORIDA AND CITY OF  
PORT ST LUCIE REGULATIONS.

**ZONING DISTRICT:** CITY OF PORT ST LUCIE  
**FOLIO NUMBER:** 3422-575-0006-000-4

**ZONING:** FUTURE LAND USE  
CITY OF PORT ST LUCIE

**PROPERTY OWNER:**  
121 SW PORT ST LUCIE BLVD  
PORT ST LUCIE, FLORIDA 34984-5009

**TOWER OWNER:**  
PJ DEVELOPMENT, LLC  
7341 WESTPORT PLACE  
WEST PALM BEACH, FLORIDA 33413

**ENGINEER:**  
JOHN ANDREW MINICH, P.E.  
142 PENNICK DRIVE  
PORT ST LUCIE, FLORIDA 33458  
561-575-2066

**INSPECTIONS:**  
CITY OF PORT ST LUCIE  
CITY OF PORT ST LUCIE  
PORT ST LUCIE, FLORIDA 34984-5009

**SURVEYOR:**  
BYRON W. ANDERSON, SURVEYING & MAPPING  
4818 W. MATCHILL P.O. BOX  
ORLANDO, FLORIDA 32856-0688  
407-559-2305

**CODE COMPLIANCE**  
ALL WORK AND MATERIALS SHALL BE  
PERFORMED AND INSTALLED IN ACCORDANCE  
WITH THE CURRENT EDITIONS OF THE  
LOCAL GOVERNING AUTHORITIES. NOTHING IN  
THESE PLANS IS TO BE CONSTRUED TO  
PERMIT WORK NOT CONFORMING TO  
THESE CODES.

1. 2010 FLORIDA BUILDING CODE DESIGN:  
BASIC WIND SPEED OF 139 MPH  
WIND IMPORTANCE FACTOR 1.15

2. NATIONAL ELECTRIC CODE (NEC 2008 WITH LOCAL  
AMENDMENTS LATEST EDITION)

3. ANSI/TIA/EIA APPLICABLE STANDARDS

4. FLORIDA FIRE PREVENTION CODE 2006

5. AMERICAN INSTITUTE OF STEEL CONSTRUCTION  
SPECIFICATIONS (AISC)

6. UNDERWRITERS LABORATORIES (U.L.) APPROVED  
ELECTRICAL PRODUCTS

7. CITY OF PORT ST LUCIE ORDINANCES

**LEGAL DESCRIPTION**

**PARENT TRACT**  
TRACT "B" IN BLOCK 211 AND TRACT "C" IN BLOCK 214 BOTH  
IN SOUTH PORT ST LUCIE UNIT FIFTEEN. ACCORDING TO THE  
PLAT THEREOF AS RECORDED IN PLAT BOOK 16, AT PAGE 42  
OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA

**PJ Development, LLC Lease Parcel - Lyngate Park**  
PORT ST LUCIE, FLORIDA. THE LEASE PARCEL IS LOCATED IN  
BLOCK 211 AND TRACT "B" IN BLOCK 214. THE LEASE PARCEL  
IS DESCRIBED AS FOLLOWS: BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS: ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK  
16, PAGE 42, OF THE PUBLIC RECORDS OF ST LUCIE COUNTY,  
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT  
"B"; THENCE SOUTH 18° 44' 55" WEST, A DISTANCE OF  
89' 59" 00" WEST, A DISTANCE OF 344.41 FEET TO THE  
POINT OF BEGINNING; THENCE SOUTH 00° 00' 10" WEST, A  
DISTANCE OF 60 FEET; THENCE NORTH 89° 59' 50" WEST,  
A DISTANCE OF 110 FEET; THENCE NORTH 00° 00' 10"  
EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 89° 59'  
50" EAST, A DISTANCE OF 110 FEET TO THE POINT OF  
BEGINNING.  
CONTAINING 0.1515 ACRES OR 6600 SQUARE FEET, MORE  
OR LESS.

**Ingress/Egress And Utility Easement**  
A 20.00 FEET INGRESS/EGRESS EASEMENT LYING 10.00  
FEET LEFT AND RIGHT OF A CENTERLINE, SAID CENTERLINE  
BEING A PORTION OF TRACT "B" IN BLOCK 211, SOUTH PORT  
ST LUCIE UNIT FIFTEEN, ACCORDING TO THE PLAT THEREOF AS  
RECORDED IN PLAT BOOK 16 AT PAGE 42, OF THE PUBLIC  
RECORDS OF ST LUCIE COUNTY, FLORIDA, SAID CENTERLINE  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT  
"B"; THENCE SOUTH 18° 44' 55" WEST, A DISTANCE OF  
386.56 FEET; THENCE DEPARTING SAID EAST LINE, NORTH  
89° 59' 50" WEST, A DISTANCE OF 344.41 FEET; THENCE  
SOUTH 00° 00' 10" WEST, A DISTANCE OF 50 FEET TO THE  
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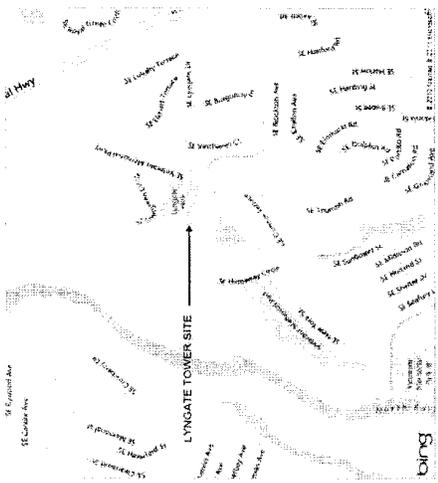
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**LEGAL DESCRIPTION AND SITE MAP**  
PREPARED FROM SURVEY  
AS PREPARED BY:  
PRB DESIGN GROUP, INC.  
7341 WESTPORT PLACE  
WEST PALM BEACH, FLORIDA 33413  
407-559-2305

**TOWER SETBACKS**

DIRECTION	PROPOSED	REQUIRED
NORTH	35'-0"	35'-0"
EAST	35'-0"	35'-0"
SOUTH	30'-0"	182'-0"
WEST	25'-0"	283'-0"

**ZONING & FUTURE LAND USE**

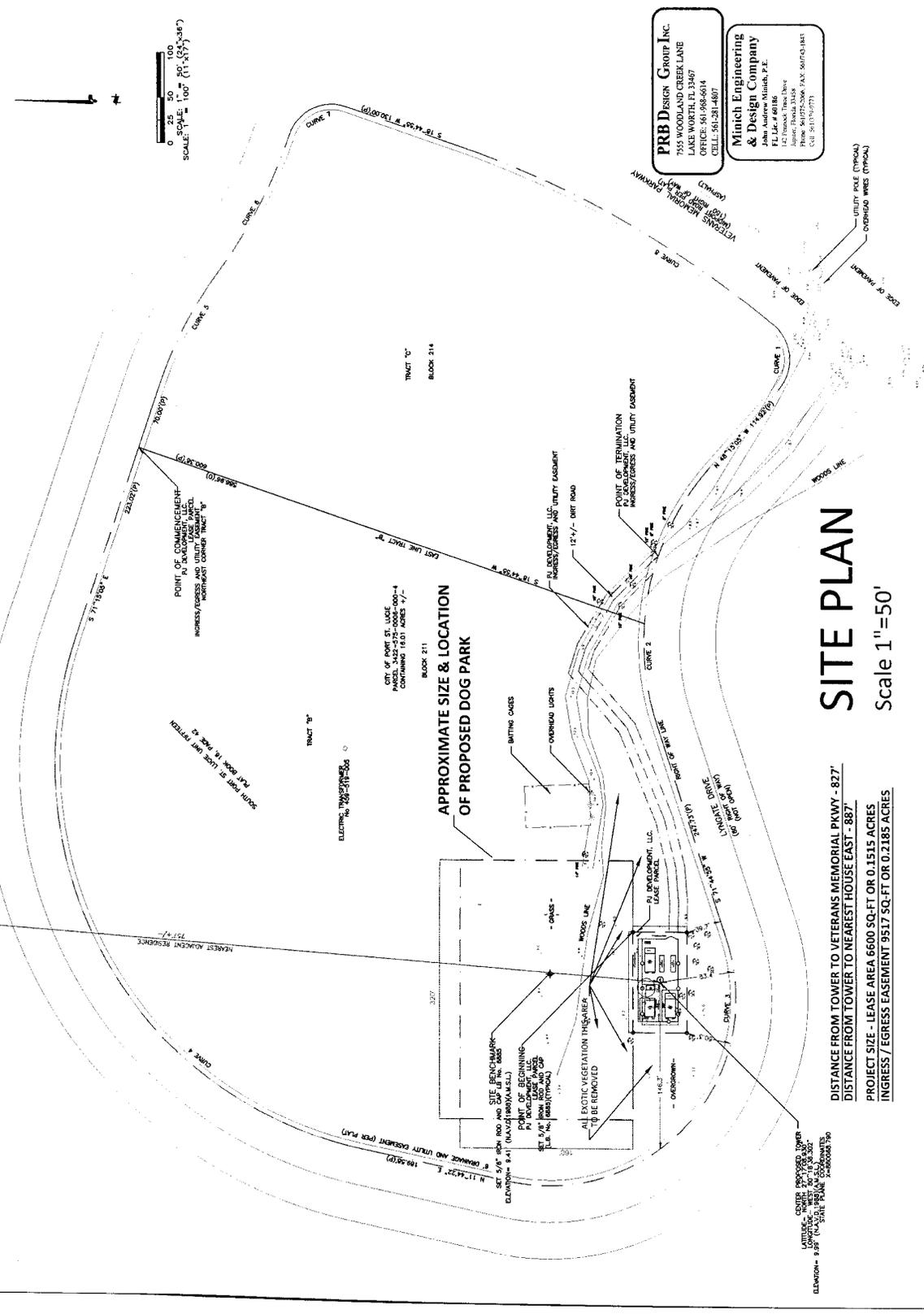
PARENT TRACT	ZONING	FUTURE LAND USE
NORTH	RM-B	OSR
EAST	RS-2	RS-2
SOUTH	RM-11	RM-11
WEST	RM-11	RM-11

**PRB Design Group, Inc.**  
7341 WESTPORT PLACE  
WEST PALM BEACH, FLORIDA 33413  
407-559-2305

**Minich Engineering & Design Company**  
142 PENNICK DRIVE  
PORT ST LUCIE, FLORIDA 33458  
561-575-2066

General Notes	
COUNCIL ITEM 112	DATE 10-22-12
No.	Revisions/Notes
1	1
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General Notes	
No.	Revisory Dates
1	7/27/2012
PROJECT NUMBER: 12-078 PROJECT NAME: LYNGATE PARK TOWER PROJECT LOCATION: WEST PALM BEACH, FL	
PREPARED BY: PJ DEVELOPMENT, LLC DATE: 7/27/2012	
PROJECT NO.: P12-078	
PROJECT NAME: LYNGATE PARK TOWER PROJECT TYPE: SITE PLAN PROJECT LOCATION: SPECIAL EXCEPTION	
Project No.	CPSI-2620
Date	JULY 26, 2012
Scale	AS SHOWN
Sheet	2
Of	4



**PRB DESIGN GROUP INC.**  
 755 WOODLAND CREEK LANE  
 LAKE WORTH, FL 33457  
 OFFICE: 561-968-6014  
 CELL: 561-281-4807

**Minich Engineering & Design Company**  
 John Andrew Minich, P.E.  
 P.L. Lic. # 48118  
 1100 S. W. 11th Ave.  
 Jupiter, Florida 33458  
 Phone: 561-725-3368 FAX: 561-743-1841  
 E-MAIL: 561-725-3371

# SITE PLAN

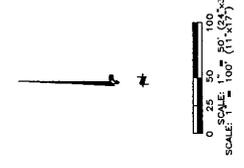
Scale 1"=50'

DISTANCE FROM TOWER TO VETERANS MEMORIAL PKWY - 827'  
 DISTANCE FROM TOWER TO NEAREST HOUSE EAST - 887'  
 PROJECT SIZE - LEASE AREA 6600 SQ-FT OR 0.1515 ACRES  
 INGRESS / EGRESS EASEMENT 9517 SQ-FT OR 0.2185 ACRES

## APPROXIMATE SIZE & LOCATION OF PROPOSED DOG PARK

LOT 15, MAP 15, LACE  
 PARCEL 15-000-000-4  
 CONTAINING 18.01 ACRES +/-

CENTER PROPOSED TOWER  
 UTM 12Q UTM 12Q UTM 12Q  
 ELEVATION = 9.82' (AS SHOWN) 5000000.790



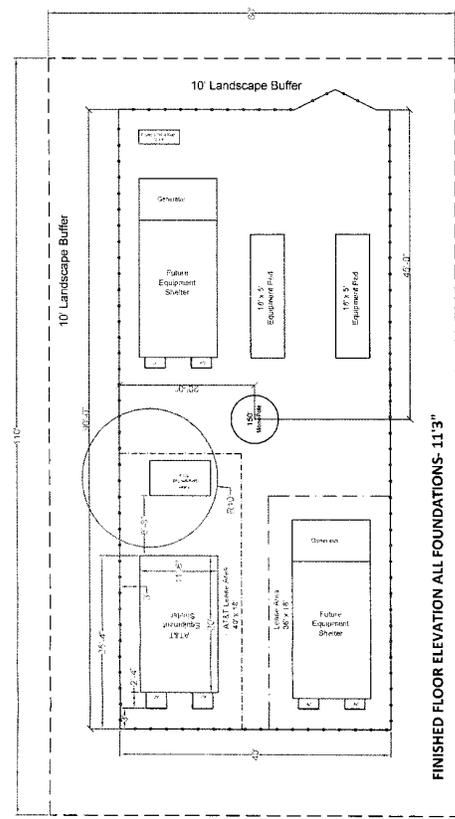
General Notes

No.	Revisions/Issue	Date
1	UPGRADE TOWER SPECIFICATION	7/20/12

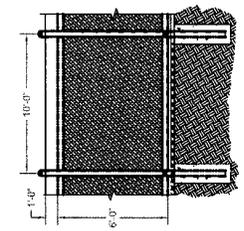
Drawn and dated:  
 PJ Development, LLC  
 7341 Westport Place  
 West Palm Beach, FL 33413  
 772-692-4474

Project:  
 LYNGATE PARK TOWER  
 Site Details  
 Special Exception  
 P12-078

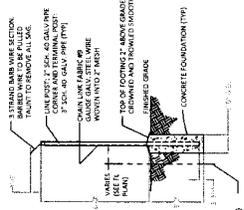
Sheet:  
 3  
 OF  
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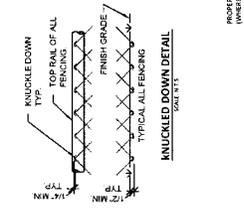
FINISHED FLOOR ELEVATION ALL FOUNDATIONS - 11'3"  
 SCALE 1/8" = 1'



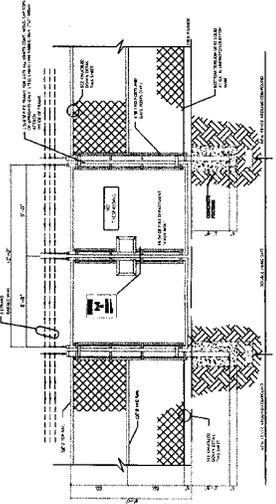
FENCE ELEVATION  
 SCALE: N.T.S.



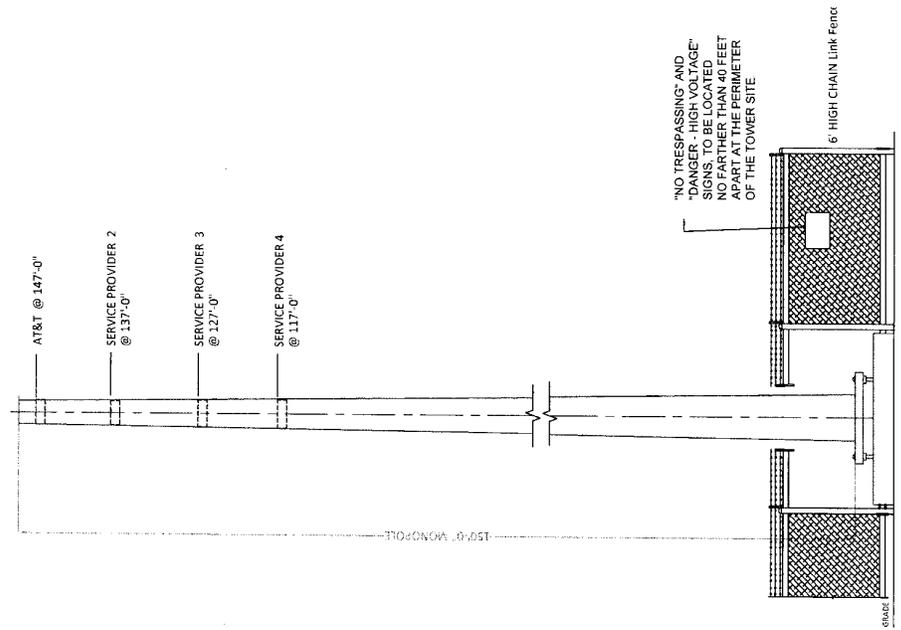
FENCE POLE DETAIL  
 SCALE: N.T.S.



KNUCKLED DOWN DETAIL  
 SCALE: N.T.S.



12' GATE ELEVATION  
 SCALE: N.T.S.



TOWER ELEVATION  
 SCALE: N.T.S.

TOWER DESIGNED BY OTHERS  
 TOWER DESIGN STANDARDS ARE PROVIDED HERE AS REFERENCE ONLY  
 2010 FLORIDA BUILDING CODE DESIGN  
 ST. LUCIE COUNTY & CITY OF FORT ST. LUCIE  
 WIND LOADS FRC 2010 & ANS/ISA-22-5  
 BASIC WIND SPEED OF 135 MPH  
 EXPOSURE CATEGORY C  
 TOPOGRAPHIC CATEGORY 1  
 ULTIMATE WIND SPEED = 168 MPH

"NO TRESPASSING" AND "DANGER - HIGH VOLTAGE" SIGNS TO BE LOCATED NO FARTHER THAN 40 FEET FROM THE PERIMETER OF THE TOWER SITE.

6' HIGH CHAIN LINK FENCE

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 LAKE WORTH, FL 33467  
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 1427 WOODLAND DRIVE  
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