

RESOLUTION 12-R107

COUNCIL ITEM 11E
DATE 10/22/12

A RESOLUTION GRANTING A SPECIAL EXCEPTION USE FOR A RECREATIONAL AMUSEMENT FACILITY (GYMNASIUM) IN WI (WAREHOUSE INDUSTRIAL) ZONING DISTRICT PER SECTION 158.135 (C) (3) FOR WEST PARK INDUSTRIAL CENTER , LEGALLY DESCRIBED AS LOT 11, ST. LUCIE WEST PLAT 166, ST. LUCIE WEST INDUSTRIAL PARK PHASE II (P12-094); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has been requested by Home Loan Servicing Corp. to grant a special exception use to allow a 1,872 sq. ft. recreational amusement facility (gymnasium), located at 571 NW Mercantile Place, on the southwest side of NW Mercantile Place in St. Lucie West Industrial Park Phase II, per 158.135 (C) (3) of the zoning code; and legally described as Lot 11, St. Lucie West Plat 166, St. Lucie West Industrial Park Phase II; and

WHEREAS, the City Council determines that the granting of this special exception use is authorized by Section 158.255, et seq., Section 158.135 (C) (3), Code of Ordinances, City of Port St. Lucie, and further, that the granting of this special exception use will not adversely affect the public interest; and

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

WHEREAS, on October 2, 2012, the Planning and Zoning Board unanimously recommended approval of the Special Exception Use of the proposed gymnasium (P12-094); 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 Home Loan Servicing Corp., the owners, to allow a 1,872 sq. ft. recreational amusement facility (gymnasium) in WI (Warehouse Industrial) zoning district, pursuant to Section 158.255, et seq., and Section 158.135 (C) (3), Code of Ordinances, City of Port St. Lucie, said special exception use is depicted on the conceptual plan which is hereby formally adopted and attached as Exhibit

RESOLUTION 12-R107

'A', and the proposed floor plan for the gymnasium attached as Exhibit 'B', to be located at 571 NW Mercantile Place; and legally described as Lot 11, St. Lucie West Plat 166, St. Lucie West Industrial Park Phase II with the condition that the property owner is a signatory to a legally enforceable shared parking agreement as permitted by the Zoning Code Section 158.221 (D).

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

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

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
JoAnn M. Faiella, Mayor

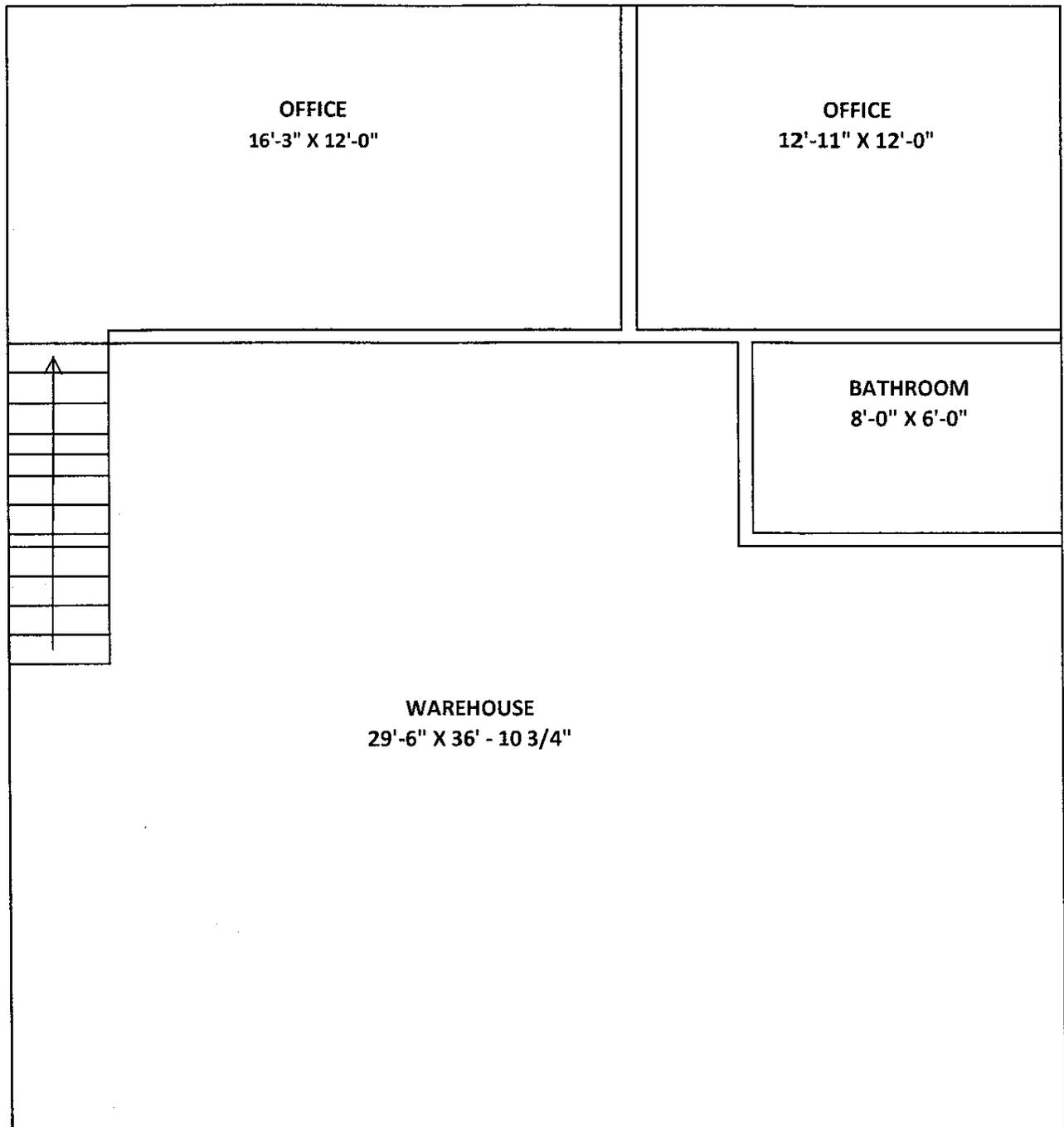
ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

Roger G. Orr, City Attorney

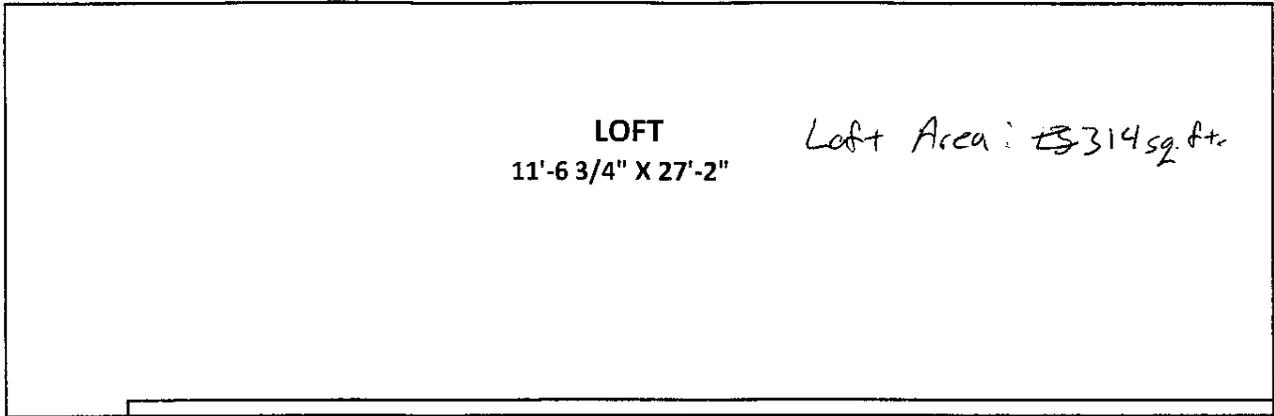
EXHIBIT 'B'



First Floor Area: 1,558 sq. ft.

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE
SEP 21 2012

EXHIBIT 'B'



TOTAL SQUARE FEET - 1,872

CITY OF PORT ST. LUCIE, FL - CITY COUNCIL

AGENDA ITEM REQUEST

MEETING: REGULAR X SPECIAL

DATE: OCTOBER 22, 2012

ORDINANCE RESOLUTION X MOTION

PUBLIC HEARING 10-22-2012

LEGAL AD PUBLISH DATE 10-05-2012

NAME OF NEWSPAPER St. Lucie News Tribune

ITEM: Special Exception Use Application (P12-094)
 Prime Sports Performance- West Park Industrial Center

RECOMMENDED ACTION:

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

EXHIBITS:

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

SUMMARY EXPLANATION/BACKGROUND INFORMATION:

To allow Recreational Amusement Facility (gymnasium) in the WI (Warehouse Industrial) Zoning District, as per §158.135 (C) (3) of the City's Zoning Code.

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

None

SUBMITTING DEPARTMENT: *PLANNING and ZONING*

DATE: *10/10/2012*



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

TO: PLANNING AND ZONING BOARD - MEETING OF OCTOBER 2, 2012

FROM: THRESIAMMA KURUVILLA, PLANNER *TK*

RE: SPECIAL EXCEPTION USE APPLICATION (PROJECT NO. P12-094)
PRIME SPORTS PERFORMANCE
WEST PARK INDUSTRIAL CENTER

DATE: SEPTEMBER 24, 2012

OWNER: Home Loan Servicing Corp.

APPLICANT: Jacob Padrick. Authorization letter is attached.

LOCATION: 571 NW Mercantile Place, located on the southwest side of NW Mercantile Place in St. Lucie West Industrial Park Phase II.

LEGAL DESCRIPTION: Lot 11 of St. Lucie West Plat 166, St. Lucie West Industrial Park Phase II.

SIZE: West Park Industrial Center contains a total of 3.95 acres, consisting of two buildings ('A' - 25,647 sq. ft., and 'B' - 21,207 sq. ft.) with a total area of 46,854 sq. ft. of warehouse and offices. The proposed gymnasium is a 1,872 sq. ft. area for bay 109 in Building 'B'.

EXISTING ZONING: WI (Warehouse Industrial) zoning

EXISTING USE: Bay 109 in Building 'B' is vacant

PROPOSED USE: Recreational Amusement Facility (gymnasium)

REQUESTED SPECIAL EXCEPTION: To allow Recreational Amusement Facility (gymnasium) in the WI (Warehouse Industrial) Zoning District, as per §158.135 (C) (3) of the City's Zoning Code.

SURROUNDING USES: North = WI (Warehouse Industrial) zoning, warehouse/office building; South = WI (Warehouse Industrial) zoning, warehouse/office building; East = GU (General Use) zoning, wetland; West = GU (General Use) zoning, wetland and Interstate 95.

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: "Please see and refer to the attached site plan to locate the adequate ingress and egress entries and exits to and from the property. Pedestrian access is provided from the building to the parking area and is accessible to the fire department from all sides."

Staff: The proposed location for the gymnasium in Building 'B' of West Park Industrial Center has already been constructed. The site plan for West Park Industrial Center, (P04-247) has been approved by City Council on August 23, 2004 for warehouse and offices. This project has access to NW Mercantile Place, which should be adequate to handle the traffic generated by the gymnasium.

(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: "Please see attached site plan for the locations and calculations for adequate parking. The gym will be indoors and will not create undue noise, glare, odor or other detrimental effects upon adjoining properties. Outdoor lighting meets code requirements regarding shielding and pole height."

Staff: There are two existing buildings in West Park Industrial Center property. It has a total of 46,854 sq. ft. of warehouse and office spaces for both Buildings 'A' and 'B'. The area of mezzanine floor for Building B is 5,356.25 and is taken into account for parking calculation. The total parking shown on the site plan is 130 (Exhibit 'A'). The site was required to have 125 spaces at the time of the site plan approval.

The total square footage for unit 109 allotted to this recreational amusement facility (gymnasium) in Building 'B' is 1,872. Exhibit 'B' shows the floor plan of the proposed gymnasium, with 1558 sq. ft. in the first floor and 314 sq. ft. in the mezzanine floor for storage. This is only an interior alteration to the warehouse space.

The proposed gymnasium shall be considered as a recreational amusement facility or an indoor group-oriented training facility. The parking requirement is one space for each 200 sq. ft. of gross floor area per §158.221 (C) (7) (d) and §158.221 (C) (20) of the Zoning Code and requires 10 parking spaces, whereas

ITEM 7 (G)

the number of parking spaces provided for this unit are 4. There is a shortage of 6 parking spaces for this gymnasium. Zoning Code §158.221 (D) provides for Combined Off-Street Parking and allows for sharing a parking area when it is found that the hours of operation do not overlap. The applicant intends to provide personal training during day time to teach various strength and conditioning skills, weightlifting, some gymnastic skills and expects an average 5 to 10 people per weekday evenings from 5:00-10:00 p.m. and on weekends. The training hours/times are staggered. The applicant has provided an agreement for shared use of parking from the property owner. It states that during normal business hours on weekdays (8:00 a.m.-5:00 p.m.), the applicant shall utilize the 4 designated parking spaces, and during after business hours (5:00 p.m.-10:00 p.m. weekdays and anytime on weekends), he is eligible to utilize any available parking spaces in the vicinity of West Park Industrial Center, Building B.

The other businesses in Building 'B' are Flowers Chemical Laboratories, Flooring and Granite, Electrical Express Inc, and the rest of the spaces are vacant. Upon researching the businesses at this location, most of the businesses in this building are closed on weekends, and typically close at 5 p.m., Monday through Friday.

Due to the proposed hours of operation, there may not be any noise, glare, or other detrimental effects on adjoining properties.

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

Applicant: "Utilities are in place for the existing building."

Staff: The applicant's response adequately addresses this criterion.

(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: "This is an existing building in an industrial area and the gym will be indoors, therefore, no additional buffer is needed."

Staff: No additional buffering is required. The proposed use is not next to or in close proximity to residential uses, and the applicant states that all activities are indoors.

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

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

Applicant: "The only sign that will serve purpose for the gym will be on the front entrance door. All other signage and lighting are in place for the existing building."

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

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

Applicant: "The open space meets the City of Port St. Lucie's requirements and is comparable to the existing open spaces for the adjacent developments."

Staff: The proposed use will not require any additional yard or open space. The applicant's response adequately addresses this criterion.

(G) The use as proposed will be in conformance with all stated provisions and requirements of this chapter.

Applicant: "I will follow the City of Port St. Lucie's stated provisions and requirements of the City's Land Development regulations."

Staff: The proposed Special Exception Use (gymnasium) is listed as defined by §158.135 (C) (3) WI (Warehouse Industrial) Zoning District, and should conform to all provisions of the City's Land Development Regulations.

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

Applicant: "The proposed development will comply with all City guidelines and will not impair the health, safety or welfare of the public. The gym is also a facility that offers additional needed recreation and fitness to the citizens."

Staff: The proposed use is to offer the community an alternative to conventional exercise. The applicant states that this gym has a main focus to provide one-on-one training. This facility should not impair the health, safety, welfare, or convenience of residents and workers in the City.

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

Applicant: "We do not anticipate any nuisance or hazard to be caused by this indoor use."

Staff: The applicant states in the application that the operation of the gymnasium would be conducted inside the existing building. Therefore, the proposed use should not constitute a nuisance or hazard.

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

Applicant: "The gym will be compatible with the existing or permitted uses of adjacent properties."

Staff: This site is already developed, and the proposal will only be changing the interior of one bay of the large warehouse/office stores in an already existing building, to create the gymnasium. This site is located in a significant warehouse/commercial area within the City, and is surrounded by other warehouse/commercial zoned property, and should be compatible with the site itself, as well as with the adjacent properties.

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

The applicant has acknowledged this section. The applicant has to apply for a change of use application with the Building Department.

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

The applicant has acknowledged this section.

Compatibility with special exception criteria: §158.135 (C) (3): "Special Exception Uses" allows recreational amusement facility. The applicant will be converting one bay of the warehouse/office building into a gymnasium with an approximate 1,872 square foot area. This application is compatible with all zoning requirements for the Special Exception Use in WI (Warehouse Industrial).

Similar Other Projects:

1. A Special Exception Use for Sidekick Martial Arts Training School (P11-062) in the WI (Warehouse Industrial) zoning was approved by the City Council on July 11, 2011, as per Resolution 11-R42.

2. A Special Exception Use for an Indoor Volleyball School (P11-089) in the WI (Warehouse Industrial) zoning was approved by the City Council on September 26, 2011, as per Resolution 11-R21.

3. A Special Exception Use for a Recreational Amusement Facility (Mrs. P's Dance and Acrobatic Studio) in the WI (Warehouse Industrial) Zoning District in Tuckpoint Business Park at St. Lucie West (P12-041) was approved by the Planning and Zoning Board on May 1, 2012, and was approved by the City Council on May 29, 2012, as per Resolution 12-R49.

4. A Special Exception Use for a Recreational Amusement Facility (Dance 4 Life Academy) in the WI (Warehouse Industrial) Zoning District in Frickteck II at St. Lucie West (P12-055) was approved by the Planning and Zoning Board on June 5, 2012, and was approved by the City Council on June 25, 2012, as per Resolution 12-R68.

5. A Special Exception Use for a Recreational Amusement Facility (Martial Arts School) in the WI (Warehouse Industrial) Zoning District in Frickteck II at St. Lucie West (P12-084) was approved by the Planning and Zoning Board on August 7, 2012, and was approved by the City Council on September 10, 2012, as per Resolution 12-R92.

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

STAFF RECOMMENDATION:

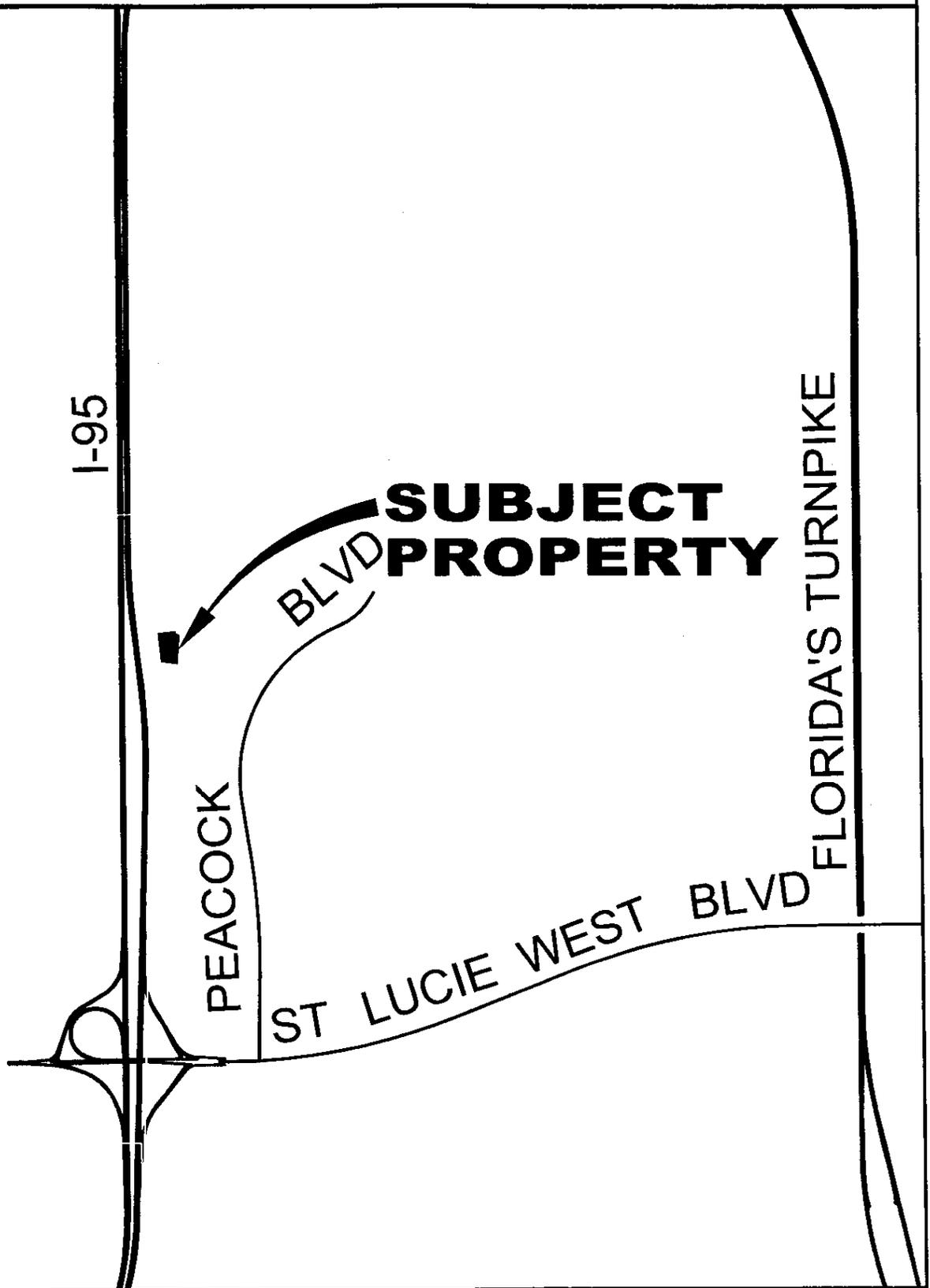
The Planning and Zoning Department staff finds the request to be consistent with special exception criteria as stipulated in Section 158.260 of the Zoning Code and recommends approval with the condition that the property owner is a signatory to a legally enforceable shared parking agreement as permitted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

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

SITE LOCATION



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT

PZ 2012.DWG

SPECIAL EXCEPTION USE
LOT 11
ST LUCIE WEST PLAT 166

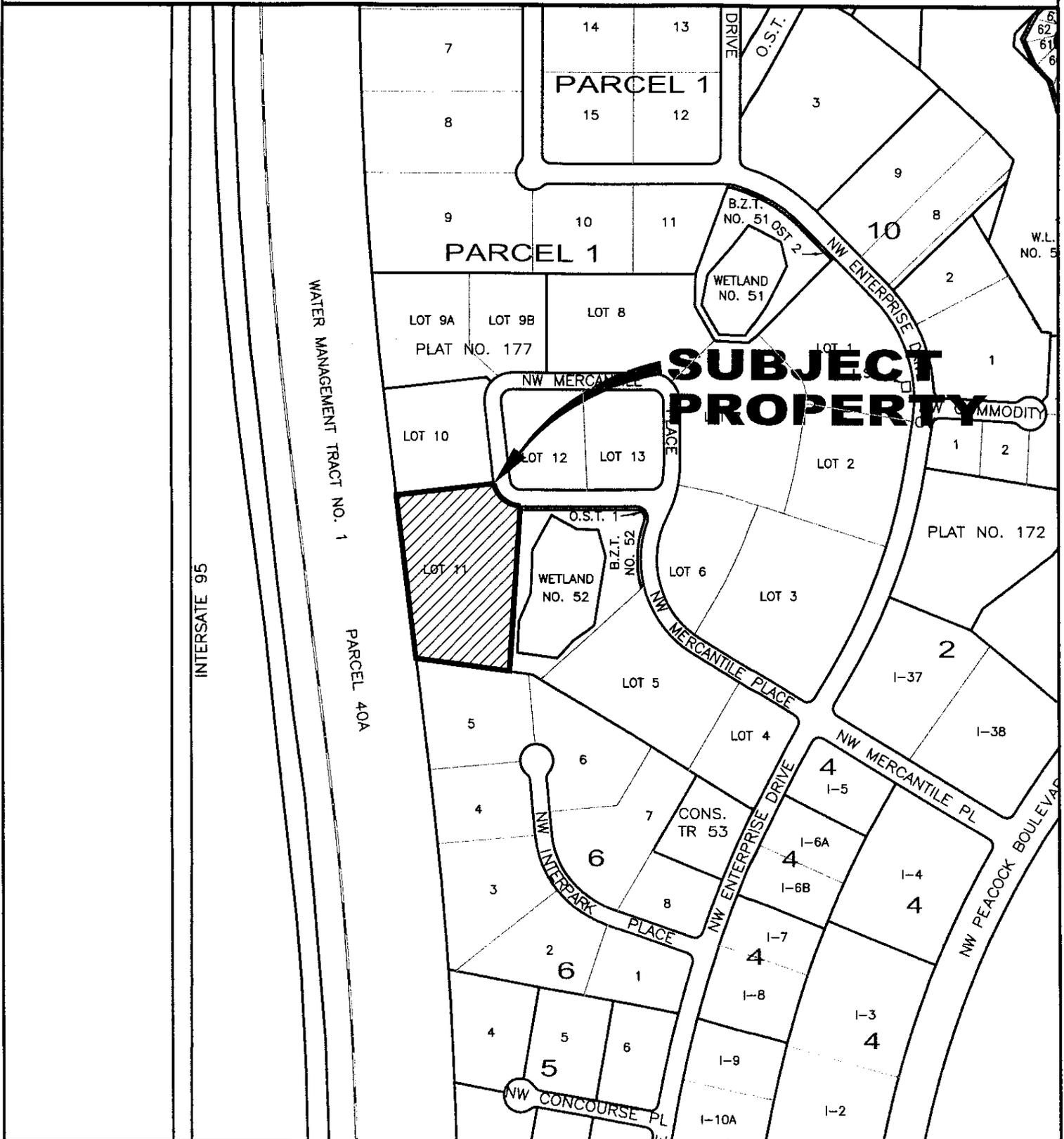
DATE: 8/3/2012

APPLICATION NUMBER:
P12-094

CADD FILE NAME:
P12-094L

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
LOT 11
ST LUCIE WEST PLAT 166

DATE: 8/3/2012
APPLICATION NUMBER:
P12-094
CADD FILE NAME:
P12-094M
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
LOT 11
ST LUCIE WEST PLAT 166
AERIAL DEC 2010

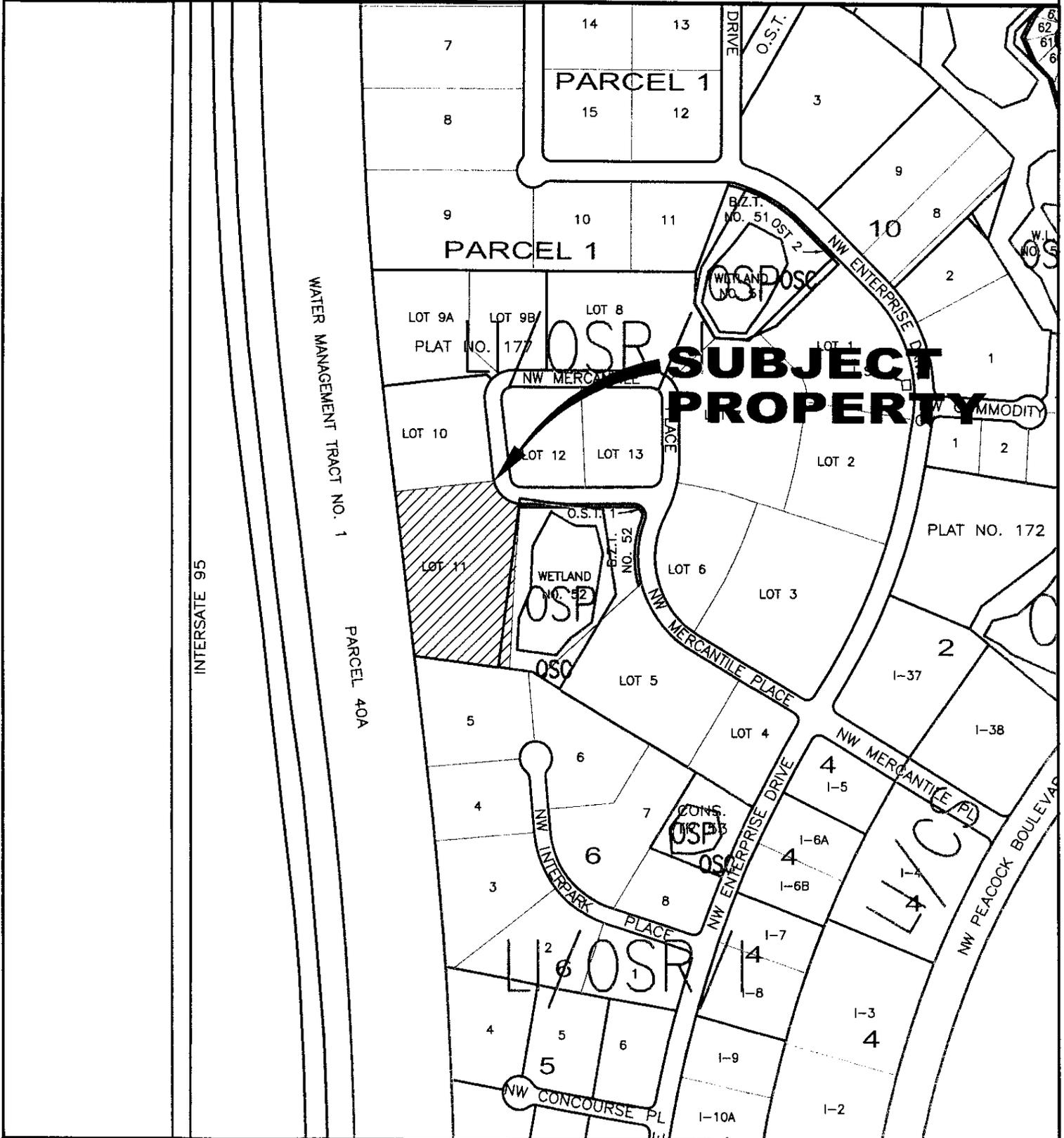
DATE: 8/3/2012

APPLICATION NUMBER:
P12-094

CADD FILE NAME:
P12-094A

SCALE: 1"=200'

FUTURE LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT

PZ 2012.DWG

SPECIAL EXCEPTION USE
LOT 11
ST LUCIE WEST PLAT 166

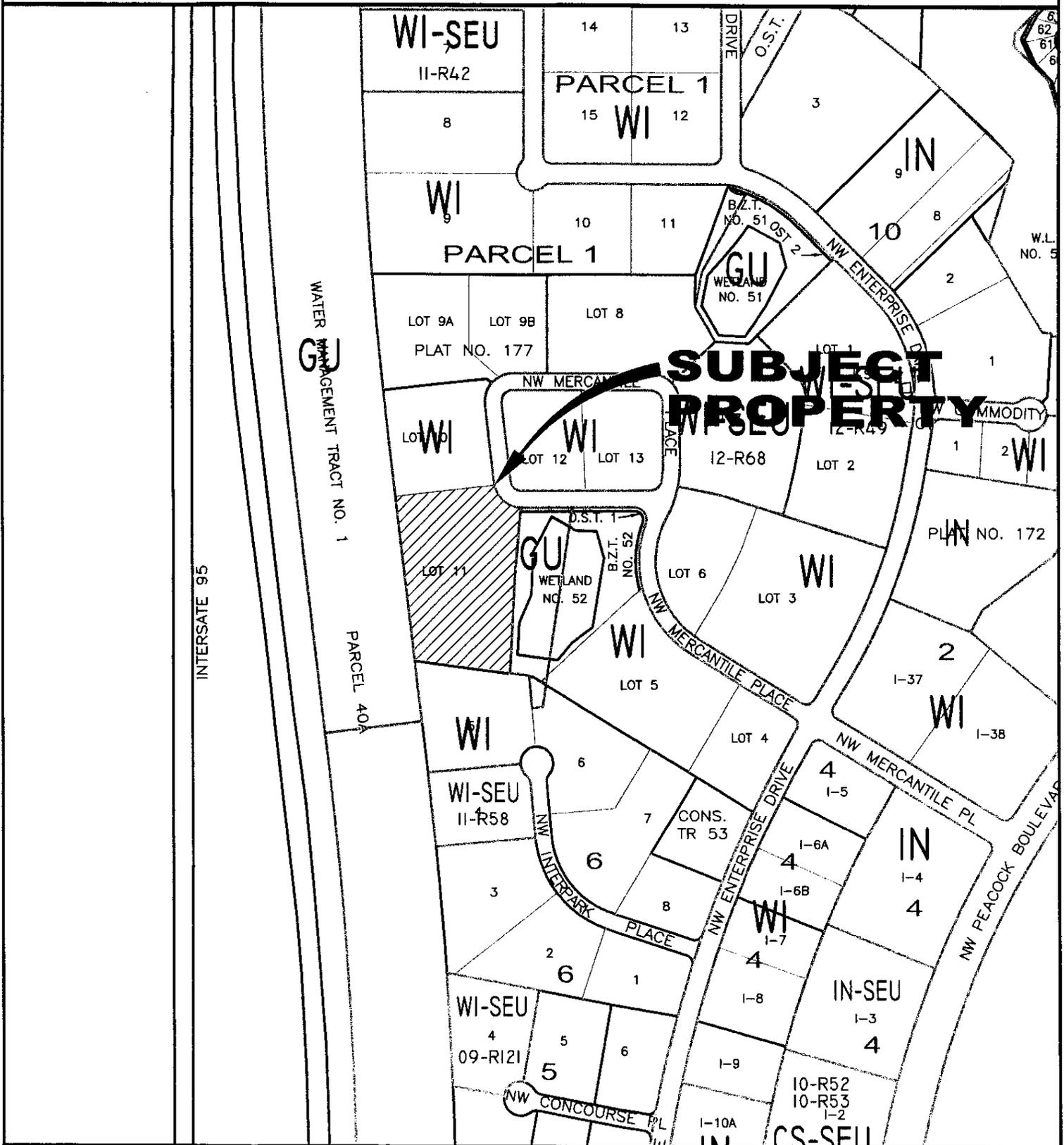
DATE: 8/3/2012

APPLICATION NUMBER:
P12-094

CADD FILE NAME:
P12-094M

SCALE: 1" = 400'

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

Prepared by:
M.I.S. DEPARTMENT

PZ 2012.DWG

SPECIAL EXCEPTION USE
LOT 11
ST LUCIE WEST PLAT 166

DATE: 8/3/2012
APPLICATION NUMBER:
P12-094
CADD FILE NAME:
P12-094M
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. PA-094
Fee (Nonrefundable) \$ 2,115.00
Receipt # 11878

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: primesportsperformance@yahoo.com

PROPERTY OWNER:

Name: Home Loan Servicing Corp.
Address: 2934 Westgate Avenue, West Palm Beach, FL 33409
Telephone No.: (561) 624-1936 Fax No.: _____

RECEIVED

(JUL 31 2012)

**PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL**

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

Name: Jacob Padrick
Address: 2789 Rainbow Drive, Fort Pierce, FL 34981
Telephone No.: (772) 828-0309 Fax No.: (772) 344-8201

SUBJECT PROPERTY:

Legal Description: St. Lucie West Plat #166 SLW Industrial Park Phase 2 (PB43-3) Unit B-9 West Park Industrial Ce
Parcel I.D Number: 3323-680-0018-230-1
Address: 571 NW Mercantile Place Bays: 109
Development Name: West Park Industrial Center (Attach Sketch and/or Survey)
Gross Leasable Area (sq. ft.): 2200 1872 Assembly Area (sq. ft.): _____
Current Zoning Classification: WI PSL SEU Requested: Gym

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

The reason for requesting this SEU is to successfully open and operate a gym with the main focus to be personal one on one training. The intention is to train clients one on one or no more than three at a time. All exercises and training will be done inside of the warehouse.

[Signature]
Signature of Applicant

Jacob Padrick
Hand Print Name

7-30-12
Date

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

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.

Please see and refer to the attached site plan to locate the adequate ingress and egress entries and exits to and from the property. Pedestrian access is provided from the building to the parking area and is accessible to the fire department from all sides.

(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.

Please see attached site plan for the locations and calculations for adequate parking. The gym will be indoors and will not create undue noise, glare, odor or other detrimental effects upon adjoining properties. Outdoor lighting meets code requirements regarding shielding and pole height.

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

Utilities are in place for the existing building.

(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.

This is an existing building in an industrial area and the gym will be indoors, therefore, no additional buffer is needed.

(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.

The only sign that will serve purpose for the gym will be on the front entrance door. All other signage and lighting are in place for the existing building.

(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 open space meets the City of Port Saint Lucie's requirements and is comparable to the existing open spaces for the adjacent developments.

(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.

I will follow all of the City of Port Saint Lucie's stated provisions and requirements of the City's Land Development regulations.

(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.

The proposed development will comply with all city guidelines and will not impair the health, safety or welfare of the public. The gym is also a facility that offers additional needed recreation and fitness to the citizens.

(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.

We do not anticipate any nuisance or hazard to be caused by this indoor use.

(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.

The gym will be compatible with the existing or permitted uses of adjacent properties


Signature of Applicant

Jacob Padrick
Hand Print Name

7-30-12
Date

PLEASE NOTE:

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

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

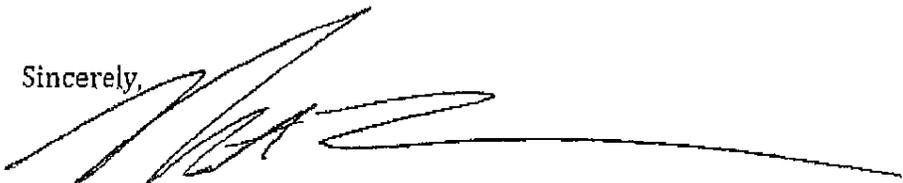
Home Loan Servicing, Corp
2934 Westgate Avenue
West Palm Beach, FL 33409
Office (561) 624-1936

7/24/2012

To whom it may concern:

This letter is to authorize Prime Sports Performance LLC to use 571 NW Mercantile Place Suite 109, Port St. Lucie, FL as a personal fitness studio. Home Loan Servicing, Corp asks the city of Port St. Lucie to issue Prime Sports Performance LLC a permit in order for them to use 571 NW Mercantile Place as their place of business. Please contact me directly for any questions/concerns.

Sincerely,



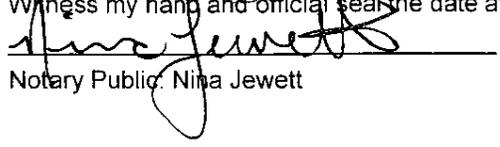
Matthew Toeniskoetter
VP Home Loan Servicing, Corp
Direct (772) 834-8732

State of Florida

County of Saint Lucie

Sworn and subscribed before me on this 25th day of July 2012 by Matthew Toeniskoetter who produced a current FL driver's license as proper identification.

Witness my hand and official seal the date aforesaid.


Notary Public, Nina Jewett

SEP 17 2012

RECIPROCAL PARKING AGREEMENT

This Reciprocal Parking Agreement (the "Agreement") is made and entered into this 3rd day of September, 2012, by and between Home Loan Servicing Corporation (The Property Owner) and Prime Sports Performance, LLC, (the "Tenant").

RECITALS

1. The Property Owner is the owner of that certain real property situated in Saint Lucie County, Florida, more particularly described as West Park Industrial Center, located at 571 NW Mercantile Place, Unit 109, Port Saint Lucie, FL 34986 (the "Property").
2. The tenant is the renter of the certain real property situated in Saint Lucie County Florida, more particularly described as Bay 9 at 571 NW Mercantile Place, Port Saint Lucie, FL.
3. The parties hereto desire to impose certain rights of access for the mutual and reciprocal benefit and complement of property Owner and tenant and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

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

AGREEMENTS

1. Definitions for Purpose hereof:
 - a. The term "Property Owner" shall mean the owner of the property and the term "Tenant" shall mean the lessee of 571 NW Mercantile Place, Unit 109 and any and all successors or assigns of such persons as the owner of owners of fee simple title to all and any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien of encumbrance on such real property.
 - b. The term "Unit" shall mean the separately identified unit of real property within the building now constituting a part of the real property subjected to this agreement and described as Unit 109 of 571 NW Mercantile Place, Port Saint Lucie, FL 34986.
 - c. The term "Permitees" shall mean the tenant(s) or occupant(s) or the Unit and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Property Owner, and/or (ii) such tenant(s) or occupant(s).
2. Easements:
 - a. Grant of Reciprocal Easement. Subject to any access conditions, limitations or reservations contained herein, the Property Owner and Tenant hereby grant, establish, covenant and agree that the Tenant shall be given the ability to utilize any of the

available parking in the surrounding project known as West Park Industrial Center located at 571 NW Mercantile Place, Building B, Port Saint Lucie, FL 34986 for use by Prime Sports Performance, LLC between the hours of 5 to 10 PM on weekdays and anytime on the weekends. It is also agreed upon that the Tenant shall be given the ability to utilize the specified four (4) parking spaces granted by the city between the hours of 8 to 5 PM on weekdays.

- b. Reasonable use of Easement. The easement herein above granted shall be used and enjoyed by the Tenant and its permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the other businesses located within the Property.
3. Maintenance. Tenant shall maintain the interior of its Unit, as well as the general cleanup of the parking areas that the Tenant's customers use during the hours of operation. This is aside from the building and common area maintenance that is included in the rent.
4. Taxes and Assessments. The Property Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to the Property as outlined in the lease agreement between Property Owner and Tenant.
5. No Rights in Public. No implied easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Prime Sports Performance, LLC. No easements, except those expressly set forth in paragraph two shall be implied by this agreement.
6. Remedies and Enforcements.
 - a. All Legal and Equitable Remedies Available. In the event of a breach of threatened breach by the Property Owner, Tenant or its permittees of any of the terms, covenants, restrictions or conditions hereof, each party shall be entitled forthwith to full and adequate relief by injunction and/or such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.
 - b. Remedies and Enforcement. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
7. Term. The rights to easements, access, covenants, conditions and restrictions contained in this agreement shall be effective commencing on the date of recordation of this agreement in the office of the Saint Lucie County recorder shall remain in full force and effect throughout the term of the lease dated June 28, 2012, unless this agreement is modified, amended, canceled or terminated by the Property Owner.

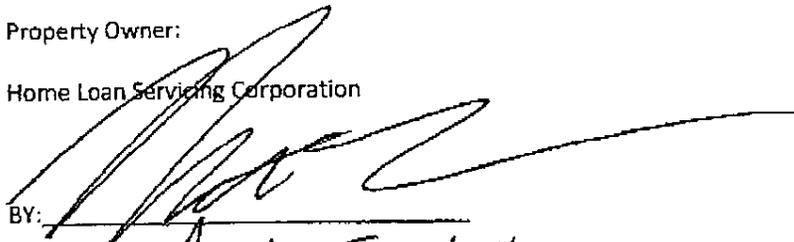
PROPERTY OWNER AND TENANT WAIVE TRIAL BY JURY IN RESPECT OF ANY DISPUTE AND ANY ACTION ON DISPUTE INVOLVING THIS AGREEMENT, THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PROPERTY OWNER AND TENANT, AND PROPERTY OWNER AND TENANT HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INCLUDE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR MULLIFY ITS

AGREEMENT. PROPERT OWNER AND TENANT ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. TENANT FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS NOT AND IN THE MAKING OF THE WAIVER BY INDEPENDANT LEGAL COUNSEL, OF HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDANT LEGAL COUNSEL DELECTED OF ITS OWN FREE WILL. AND THAT IS HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

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

Property Owner:

Home Loan Servicing Corporation



BY:

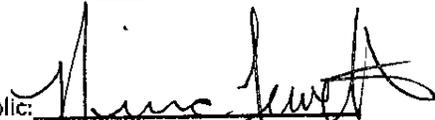
Print Name: Matthew Toenishetter

State of Florida

County of:

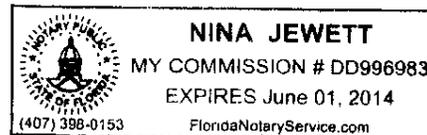
Sworn to and subscribed before me this 17th day of September 2012, by Matthew Toenishetter as President of the Home Loan Servicing Corporation, who took oath and he is personally known or produced FL DL as proper identification.

Notary Public:



Printed Name:

Nina Jewett



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

Tenant:

Prime Sports Performance, LLC

BY: *Jacob Padrick*

Print Name: Jacob Padrick

State of Florida

County of:

Sworn to and subscribed before me this 17th day of September 2012, by Jacob Padrick as Owner/Pres. of the Prime Sports Performance, LLC, who took oath and he is personally known or produced _____ as proper identification.

Notary Public: *Nina Jewett*

Printed Name: Nina Jewett

