

**A RESOLUTION GRANTING A SPECIAL EXCEPTION USE FOR A RECREATIONAL AMUSEMENT FACILITY (MARTIAL ARTS SCHOOL) IN WI (WAREHOUSE INDUSTRIAL) ZONING DISTRICT PER SECTION 158.135 (C) (3) FOR FRICKTECH II , LEGALLY DESCRIBED AS LOT 7, ST. LUCIE WEST PLAT 166, ST. LUCIE WEST INDUSTRIAL PARK PHASE II (P12-084); PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Port St. Lucie, Florida, has been requested by Eagle Rock Holdings, LLC. to grant a special exception use to allow a 4,880 sq. ft. recreational amusement facility (martial arts school), located at 562 NW Mercantile Place, on the northeast side of NW Mercantile Place in St. Lucie West Industrial Park Phase II, per 158.135 (C) (3) of the zoning code; and legally described as Lot 7, St. Lucie West Plat 166, St. Lucie West Industrial Park Phase II; and

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

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

**WHEREAS**, on August 7, 2012, the Planning and Zoning Board unanimously recommended approval of the Special Exception Use of the proposed martial arts school (P12-084); 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 Eagle Rock Holdings, LLC., the owners, to allow a 4,880 sq. ft. recreational amusement facility (martial arts school) 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

Resolution No. 12-R92

on the conceptual plan which is hereby formally adopted and attached as Exhibit 'A', to be located at 562 NW Mercantile Place, on the northeast side of NW Mercantile Place in St. Lucie West Industrial Park Phase II legally described as Lot 7, St. Lucie West Plat 166, St. Lucie West Industrial Park Phase II with the condition that the property owner is a signatory to a legally enforceable shared parking agreement as permitted by the Zoning Code Section 158.221 (D).

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

**PASSED AND APPROVED** by the City Council of the City of Port St. Lucie, Florida, this 27<sup>th</sup> day of August, 2012.

CITY COUNCIL  
CITY OF PORT ST. LUCIE

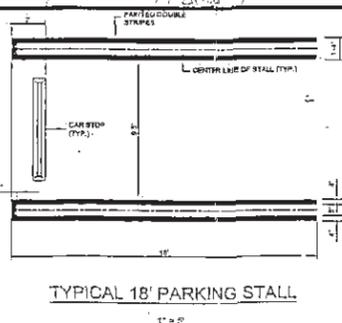
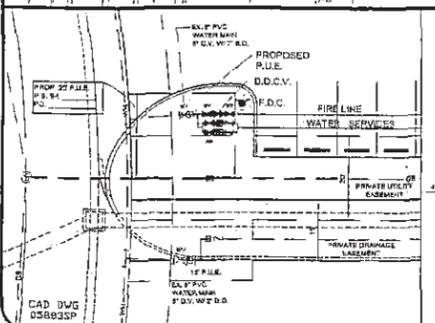
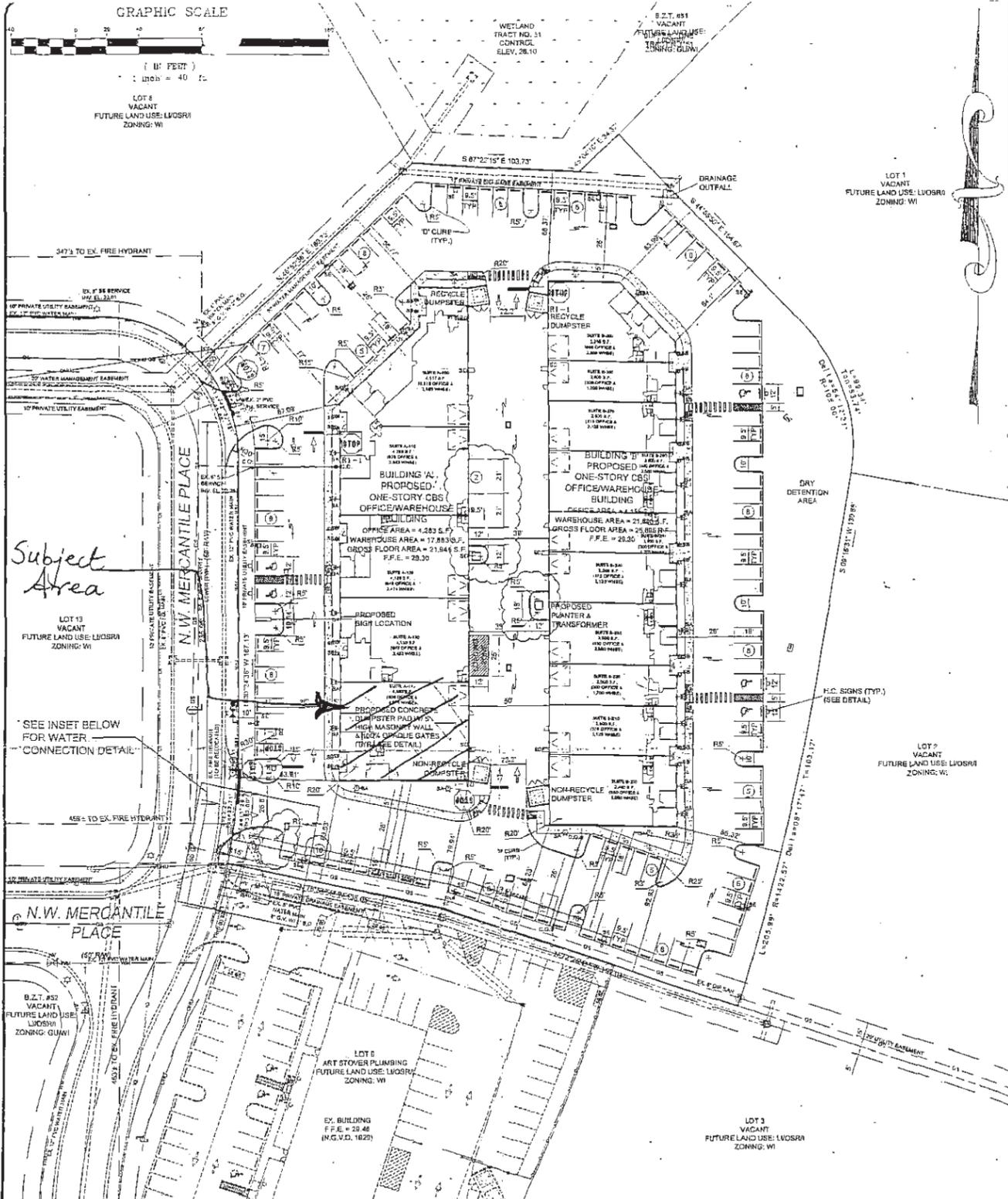
BY: \_\_\_\_\_  
JoAnn M. Faiella, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



**LEGEND**

(Symbol)	RUNOFF FLOW DIRECTION
(Symbol)	TRAFFIC FLOW DIRECTION
(Symbol)	BLOCK NUMBER
(Symbol)	MITERED END SECTION
(Symbol)	NUMBER OF PARKING SPACES
(Symbol)	HANDICAP STALL

**LUMINAIRE SCHEDULE**

SYMBOL	QTY	LABEL	ARRANGEMENT	ILLUMENS	LDD	LLO	LUF	DESCRIPTION
43	23	SA	SINGLE	12000	0.75	0.8		0.800 UCCL-LUM-PLR-H2-POL-250MM-HIG-WHT-WMA12
44	20	SB	SINGLE	5000	0.75	0.8		0.800 UCCL-LUM-PLR-JOH-WHT-WMA12
45	8	BC	SINGLE	23000	0.70	0.8		0.800 WPH122-280MM-HIG-WHT-27 AFQ WALL MT
46	11	BE	SINGLE	20500	0.75	0.8		0.800 UCCL-LUM-PLR-H2-POL-250MM-HIG-WHT-SLAZD AFQ FIBERGLASS POLE

**NUMERIC SUMMARY**

LABEL	CALC TYPE	UNITS	AVG	MAX	MIN	AVG MIN	MAX MIN	# PTS	
SITE		ILLUMINANCE	FC	1.28	7.3	1.1	2.83	0.36	954

EXHIBIT A

**LEGAL DESCRIPTION**  
 LOT 17, OF ST. LUCIE WEST PLAT NO. 166, ST. LUCIE WEST INDUSTRIAL PARK (PHASE II), ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 3 AND 3A, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

**SECTION 23, TOWNSHIP 36 SOUTH, RANGE 19 EAST**  
 CONTAINING 160,534 S.F., 3.685 ACRES

**PARCEL ID #:** 3323-680-0014-000-2

**PROJECT NAME:** FRICKTECH II

**OWNER/DEVELOPER:** FRICK PROPERTIES, LLC.  
 21 PALM ROAD  
 SEWALLO POINT FL 34996

**ENGINEER:** JOSEPH T. FRISCIA, P.E.  
 FRISCIA ENGINEERING  
 681 SW WHITMORE DRIVE  
 PORT ST. LUCIE, FL 34984  
 (772) 340-4990

**ARCHITECT:** TERRY L. LESSARD  
 GEORGE BREWER ARCHITECTURE  
 82 S.E. 4TH AVENUE  
 DELRAY BEACH, FL 33483

**LANDSCAPE ARCHITECT:** WILLIAM A. FLINT, III  
 LANDSCAPE ARCHITECT  
 2310 SE COUNTRY CLUB LANE  
 STUART, FL 34986  
 (772) 226-0424

**SURVEYOR:** ARCADIS G&I, INC.  
 590 N.W. PEACOCK BOULEVARD, SUITE 9  
 PORT ST. LUCIE, FL 34986  
 (772) 875-1700

**SITE DATA**  
 FUTURE LAND USE: LI/OSR/1  
 ZONING: W1

**GROSS SITE AREA:** 160,534 S.F. (3.685 AC) = 100.00%

**IMPERVIOUS AREA:** 125,471 S.F. (2.880 AC) = 78.16%

**PROPOSED BUILDING 'A':** 21,946 S.F. (504 AC) = 13.67%

**PROPOSED BUILDING 'B':** 25,695 S.F. (589 AC) = 16.01%

**PROPOSED PAVEMENT:** 77,830 S.F. (1.787 AC) = 48.48%

**PERVIOUS AREA (OPEN SPACE):** 35,053 S.F. (0.805 AC) = 21.84%

**BUILDING DATA:**

**BUILDING 'A':**  
 OFFICE AREA = 4,263 S.F. = 17.683 S.F.  
 WAREHOUSE AREA = 17,683 S.F.

**BUILDING 'B':**  
 OFFICE AREA = 4,155 S.F. = 21,540 S.F.  
 WAREHOUSE AREA = 21,540 S.F.

**TOTAL OFFICE AREA = 8,418 S.F. = 39,223 S.F.**  
**TOTAL WAREHOUSE AREA = 39,223 S.F.**  
**GROSS FLOOR AREA = 47,643 S.F.**

**BUILDING HEIGHT: ONE STORY (HEIGHT OF 26 FT.)**

**PROVIDER OF UTILITIES:**  
 WATER: SIMSD  
 WASTEWATER: SIMSD

**PARKING CALCULATIONS:**

**PARKING REQUIRED:**  
 1 SPACE / 200 S.F. OFFICE AREA = 42 SPACES  
 1 SPACE / 600 S.F. WAREHOUSE AREA = 78 SPACES  
 TOTAL PARKING REQUIRED = 120 SPACES (5'x80')  
 PARKING PROVIDED = 120 SPACES (5'x80')

**DRAINAGE SYSTEM:**  
 DRAINAGE SYSTEM WILL CONSIST OF EXFILTRATION-TREATMENT OF THE FIRST FLOOR ROOF. THE REMAINING WATER QUALITY AND QUANTITY TREATMENT IS PROVIDED BY THE MASTER DRAINAGE SYSTEM. THE OUTFALL CONNECTION WILL BE MADE AT THE EXISTING STORM MANHOLE LOCATED AT THE NORTHEAST CORNER OF THE PROPERTY. A MODIFICATION TO THE SFHMD PERMIT WILL BE REQUIRED.

**HAZARDOUS WASTE:**  
 ANY AND ALL HAZARDOUS OR TOXIC MATERIALS GENERATED OR USED OR STORED ON SITE SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.

**WELL/FIELD PROTECTION-ORDINANCE:**  
 THIS PROJECT IS NOT LOCATED IN A PUBLIC WATER SUPPLY WELL FIELD PROTECTION ZONE.

**TRAFFIC STATEMENT**  
 INSTITUTE OF TRANSPORTATION ENGINEERS  
 TRIP GENERATION, 7th EDITION

**GENERAL LIGHT INDUSTRIAL (110)**  
 (AVERAGE RATES UTILIZED)

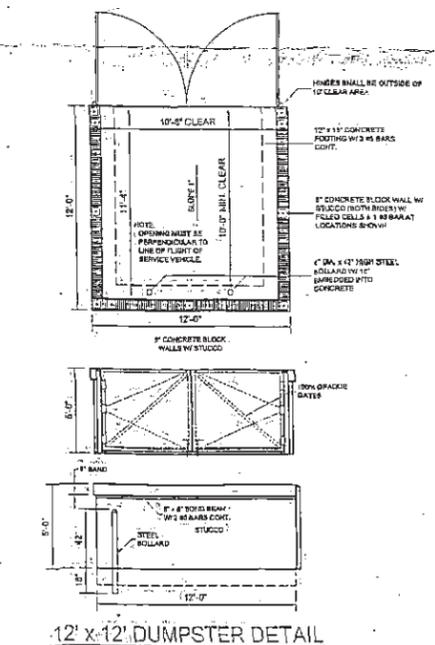
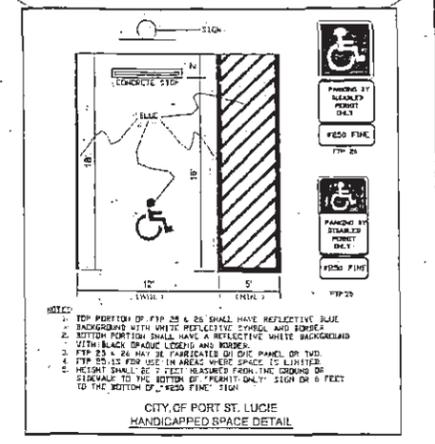
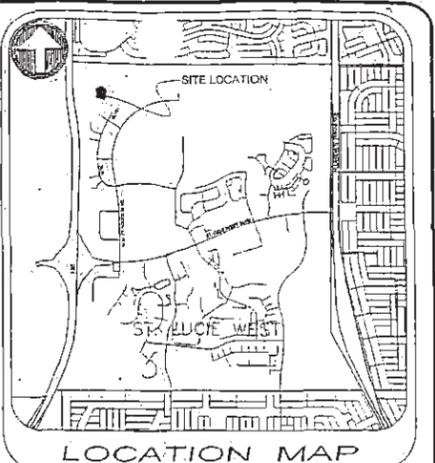
**WEEKDAY DAILY TRIPS:** AVERAGE RATE - PROJECT S.F. - TRIPS  
 GENERAL LIGHT INDUSTRIAL (110) 6.97/1,000 S.F. 47,643 S.F. = 332

**P.M. PEAK HOUR TRIPS:**  
 GENERAL LIGHT INDUSTRIAL (110) 1.08/1,000 S.F. 47,643 S.F. = 51

**UPLAND PRESERVE REQUIREMENTS**

**PROJECT AREA:** 160,534 S.F. (3.685 AC.)  
**EXISTING UPLANDS:** 160,534 S.F. (3.685 AC.)  
**MITIGATION REQUIRED:** 160,534 x 25% x 1.5 = 60,200 S.F. (1.382 AC.)

(UPLAND PRESERVE AREA WILL BE MITIGATED BY PAYMENT INTO THE CITY'S CONSERVATION TRUST FUND PURSUANT TO SECTION 137.39(8)(4) PORT ST. LUCIE CODE OF ORDINANCES)



Date	Revisions	By
12-08-08	PER SPRC	RWF
12-20-05	REVISED PER PEP	WBR
08-21-05	PER SLWSD	RR
10-20-06	PER SLWSD	RR
04-07-07	UPDATE DUE TO FIELD CHANGES	RR

**RECEIVED**

SEP 13 2007

PLANNING DEPARTMENT  
 CITY OF PORT ST. LUCIE, FL

FRISCIA ENGINEERING  
 681 SW WHITMORE DR. PORT ST. LUCIE FL 34984  
 PH: (772) 340-4990 FAX: (772) 340-7996  
 www.frisciaeng.com

FRICKTECH II  
 SITE PLAN

DRAWN: RWF  
 CHECKED: JTF/RB  
 DATE: 09-21-05  
 SCALE: 1" = 40'  
 JOB NO.: 05863  
 SHEET: 1

PSL PROJECT NO. R05-170  
 P07-319  
 PLANS NOT FINAL FOR REVIEW ONLY  
 JOSEPH T. FRISCIA, P.E.  
 FLA. REG. NO. 31443

CITY OF PORT ST. LUCIE, FL - CITY COUNCIL

AGENDA ITEM REQUEST

MEETING: REGULAR  X  SPECIAL

DATE: AUGUST 27, 2012

ORDINANCE   RESOLUTION  X  MOTION   PUBLIC HEARING  X

ITEM: SPECIAL EXCEPTION USE APPLICATION (P12-084)  
AMERICAN TOP TEAM LEGACY-MARTIAL ARTS SCHOOL  
FRICKTECH II @ ST. LUCIE WEST

RECOMMENDED ACTION:

On August 7, 2012, the Planning and Zoning Board unanimously recommended approval of the Special Exception Use as recommended by the staff.

EXHIBITS:

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

SUMMARY EXPLANATION/BACKGROUND INFORMATION:

To allow a Recreational Amusement Facility (Martial Arts School) in the WI (Warehouse Industrial) Zoning District, per §158.135 (C) (3).

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

None

SUBMITTING DEPARTMENT: PLANNING and ZONING

DATE: 8/21/12



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

**TO:** PLANNING AND ZONING BOARD - MEETING OF AUGUST 7, 2012

**FROM:** THRESIAMMA KURUVILLA, PLANNER *TK*

**RE:** SPECIAL EXCEPTION USE APPLICATION (PROJECT NO. P12-084)  
 AMERICAN TOP TEAM LEGACY-MARTIAL ARTS SCHOOL  
 FRICKTECH II @ ST. LUCIE WEST

**DATE:** JULY 23, 2012

**OWNER:** Eagle Rock Holdings, LLC.

**APPLICANT:** Mario Rinaldi of Bad Hurt Corporation (American Top Team Legacy Martial Arts School). Authorization letter is attached.

**LOCATION:** 562 NW Mercantile Place, located on the northeast side of NW Mercantile Place in St. Lucie West Industrial Park Phase II.

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

**SIZE:** Fricktech II contains a total of 3.685 acres, consisting of two buildings ('A' - 21,946 sq. ft., and 'B' - 25,695 sq. ft.) with a total area of 47,641 sq. ft. of warehouse and offices. The proposed martial arts school is a 4,880 sq. ft. area for suite A-101 in Building 'A'.

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

**EXISTING USE:** Suite A-101 is vacant

**PROPOSED USE:** Recreational Amusement Facility (Martial Arts School)

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

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

**IMPACTS AND FINDINGS:**

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

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

Applicant: "Adequate ingress and egress shall be provided through the two access points along NW Mercantile Place. Traffic will be further regulated through class scheduling and structure. Pedestrian's safety and convenience will be insured by class times and days of operation. Our operating hours are after for most of the business in the area providing pedestrians with low volume of traffic flow. There are also three access points from the main corridor (Peacock Blvd.) to Mercantile Place."

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

(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: "Adequate off-street parking and loading will be provided, through the allotted parking spaces available through the "Reciprocal Parking Agreement". There is only one other business in the park with the same operating hours. The dance studio is only 2,000 sq. ft. and requires only ten parking spaces, we will be operating out of a gross leasable area of 5,000 sq. ft. and this means we need a total of 25 parking spaces. The "Reciprocal Parking Agreement" insures that there will be adequate parking. Fricktech II has a total of 125 parking spaces available."

Staff: There are two existing buildings in Fricktech II property. It has a total of 39,223 sq. ft. of warehouse spaces and 8,418 sq. ft. of office spaces for both Buildings 'A' and 'B'. The parking requirement for an office is one space per 200

sq. ft. and that for a warehouse is one space per 500 sq. ft., per §158.221 (C) (13) and (23). The total required parking is 120 (including 5 handicapped parking spaces) and the parking provided on the site is 125 (see the site plan amendment P07-319-Exhibit A). There are 5 extra parking spaces.

The total square footage for suite A-101 allotted to this recreational amusement facility (martial arts school) in Building 'A' is 4,880. Office area in the proposed recreational amusement facility (martial arts school) is 809 sq. ft. and will require 4 parking spaces. Warehouse area in the proposed recreational amusement facility (martial arts school) is 4,071 sq. ft. and will require 8 parking spaces. Please note that the previous tenant was allotted 12 parking spaces (4+8) and the martial arts school intends to use the same space of the existing offices as shown in the floor plan, and this is only an interior alteration to the warehouse space.

The proposed martial arts school 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 24 parking spaces; whereas the number of parking spaces provided for this suite are 12 (4 for office area and 8 for warehouse). There is a shortage of 12 parking spaces for this school. There are 5 extra parking spaces for the entire two buildings. Zoning Code §158.221 (D) provides for Combined Off-Street Parking and allows for sharing parking area when it is found that the hours of operation do not overlap. The applicant has stated in the application that the proposed recreational amusement facility (martial arts school) will operate in the evenings from 5:00-10:00 p.m. on weekdays and from 11:00 a.m.-7:00 p.m. on Saturdays. In most cases, students are dropped off and later picked up by their parents. The applicant has provided an agreement for shared use of parking from the property owner. Due to the proposed hours of operation, there may not be any noise, glare or other detrimental effects on adjoining properties.

The other business in Building 'A' is Serbrand Marble and Granite in unit 102 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. A special exception use for a 2,000 sq. ft. Dance 4 Life Academy was approved by the City Council on 6/25/12 per resolution # 12-R68 in Building B. The required parking spaces for this project were 10; whereas the parking spaces provided for this unit were 6 (there was a deficiency of 4 parking spaces that were addressed through a parking agreement).

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

Applicant: "The property is connected to St. Lucie West Service District's water and sewer and no additional capacity will be required."

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: "No additional buffering is needed. We are a recreational amusement facility in a non residential area. All the activities will be conducted inside and will have no effect on surrounding businesses and landscapes."

Staff: No additional buffering is required. The proposed use is not next to or in close proximity to residential uses, and the applicant states that all activities are indoors. The proposed recreational amusement facility (martial arts school) is only 10.2% of the total building area and 22.2% of Building 'A'.

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

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

Applicant: "There will be no signage other than that applied for through the St. Lucie West Architectural Committee."

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

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

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

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

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

Applicant: "Special Exception Use is permitted in a Warehouse Industrial zone for a Recreational Amusement Facility as defined in chapter 158.135. We meet the criteria and will be in compliance with all provisions of the City's Land Development Regulations."

Staff: The proposed Special Exception Use (martial arts school) 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: "I have taught martial arts in the area for eight years, our practices will be consistent with the industry standard. We will operate in good faith as a family-oriented training school that promotes safety, healthy living and teaches life skills. There are no activities that include the use of any harmful materials that could result in injury to residents or workers in the City."

Staff: The proposed use is to offer the community an alternative to conventional exercise. The proposed school will operate in the evenings from 5:00-10:00 p.m. on weekdays and from 11:00 a.m.-7:00 p.m. on Saturdays. The applicant's cover letter says that the class starts at 5:00 p.m. with the kids and ends with adults at 10:00 p.m. It's a class oriented business that will offer classes based on age and rank. Classes will consist of 5 to 15 students per class and run approximately 1 ½ hours. This facility should not impair the health, safety, welfare, or convenience of residents and workers in the City.

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

Applicant: "Please see attached section (A) and section (H) for detailed description."

Staff: The applicant states in the application that the operation of the martial arts school will operate in the evenings from 5:00-10:00 p.m. on weekdays and from 11:00 a.m.-7:00 p.m. on Saturdays and would be conducted inside the existing building. Upon researching the businesses at this location, most of the businesses in this building are closed on weekends, and typically close at 5:00 p.m., Monday through Friday. The school expects an average of 15 students per evening and the training hours/times are staggered based on their age, category of dance, and experience level. Each session is a small class (no more than 8 students per session) and typically the first classes do not begin until after typical peak hours for the surrounding businesses. At most, there may be two evening sessions per weekday, and three per day on the weekend. Therefore, the proposed use should not constitute a nuisance or hazard.

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

Applicant: "This is not applicable. Our intended use is not outside of the existing structure. We will not be altering the exterior of the existing building."

Staff: This site is already developed, and the proposal will only be changing the interior of one bay of the large warehouse/office stores in an already existing building Fricktech II, to create the martial arts school. 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 martial arts school with an approximately 4,880 square foot area. This application is compatible with all zoning requirements for the Special Exception Use in WI (Warehouse Industrial).

### Similar Other Projects:

1. Treasure Coast Speedway (P09-079) was approved for a special exception use of a recreation instruction school on property zoned WI (Warehouse Industrial). Resolution 09-R121 was approved by City Council on September 28, 2009.
2. A Special Exception Use for East Port Plaza Technical/Vocational school (P10-083) in the CG (General Commercial) zoning was approved by the City Council on September 27, 2010, as per Resolution 10-R66.
3. A Special Exception Use for a Fine Arts Studio-Drummers Only Drum Shop (P11-013) in the WI (Warehouse Industrial) zoning was approved by the City Council on April 25, 2011, as per Resolution 11-R21.
4. A Special Exception Use for Sidekick Martial Arts Training School (P11-062) in the WI (Warehouse Industrial) zoning was approved by the City Council on July 11, 2011, as per Resolution 11-R42.

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

6. A Special Exception Use for a Recreational Amusement Facility (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.

7. A Special Exception Use for a Recreational Amusement Facility (Dance 4 Life Academy) in the WI (Warehouse Industrial) Zoning District in Frickeck 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.

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

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**STAFF RECOMMENDATION:**

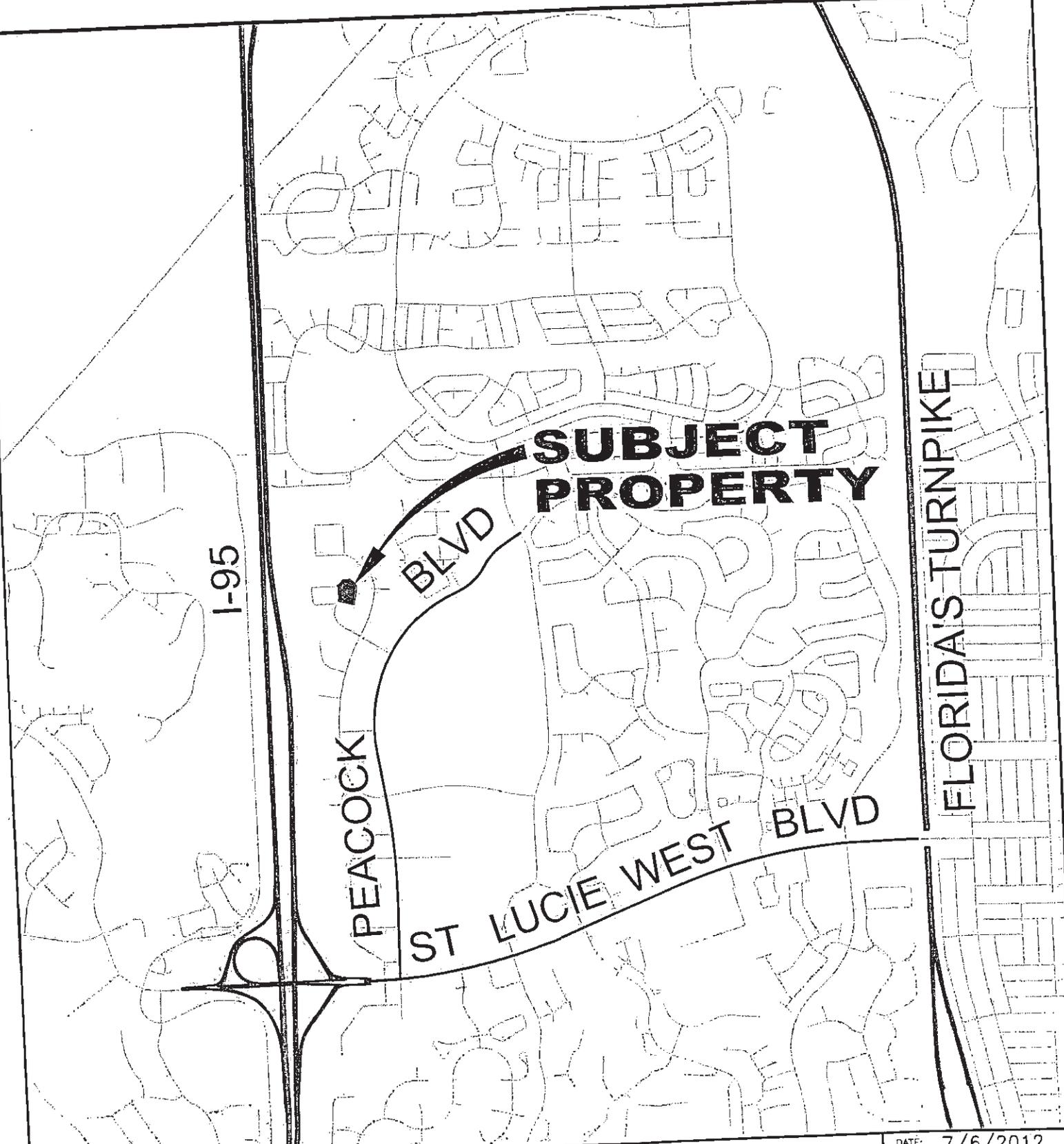
The Planning and Zoning Department staff finds the request to be consistent with special exception criteria as stipulated in Section 158.260 of the Zoning Code and recommends approval with the condition that the property owner is a signatory to a legally enforceable shared parking agreement as permitted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

Planning and Zoning Board Action Options:

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

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

# SITE LOCATION



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

Prepared by:  
M.I.S. DEPARTMENT

PZ 2012.DWG

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

DATE: 7/6/2012

APPLICATION NUMBER:  
P12-084

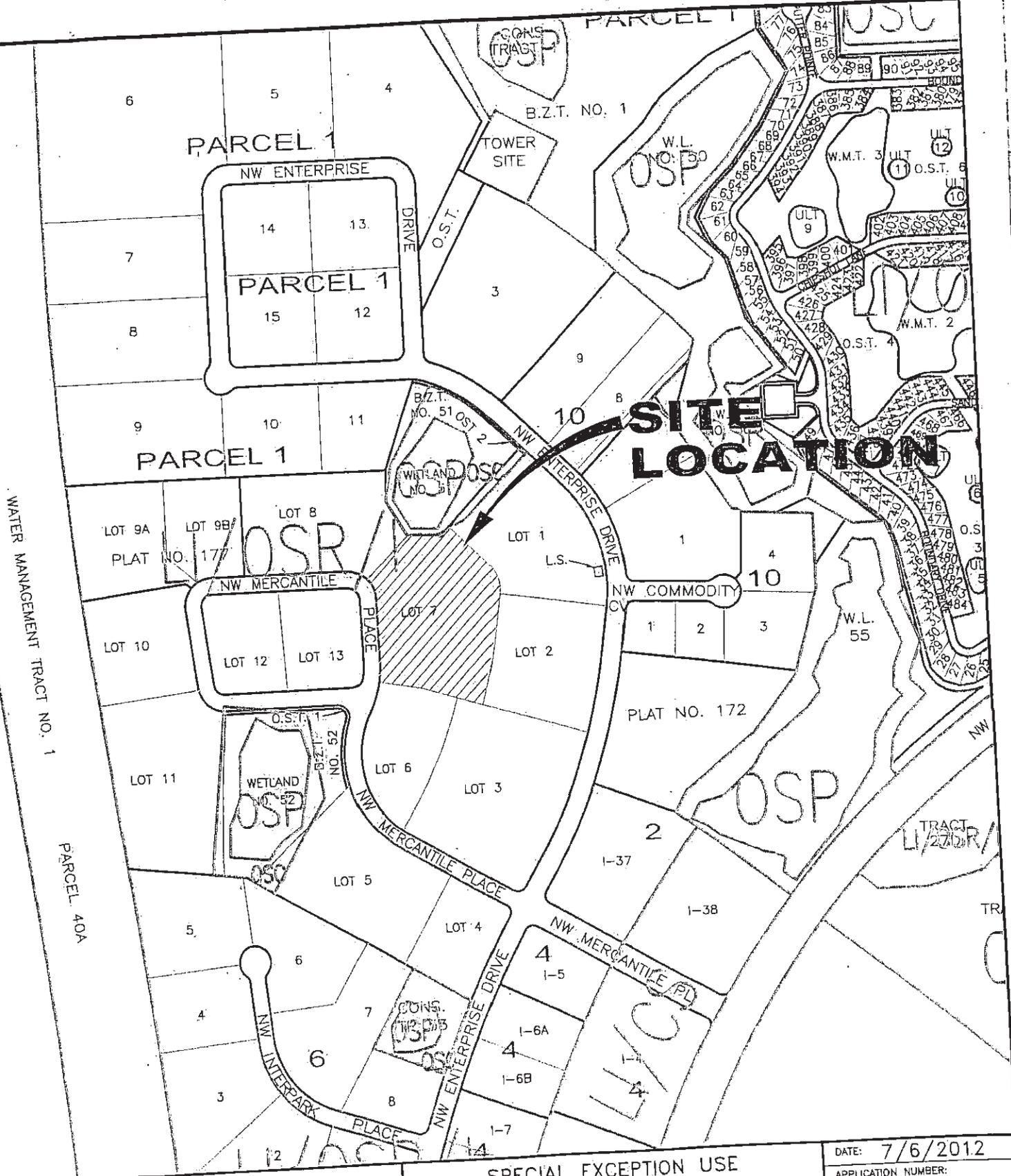
CADD FILE NAME:  
P12-084L

SCALE: 1" = .5 MI





# FUTURE LAND USE



**SITE LOCATION**



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

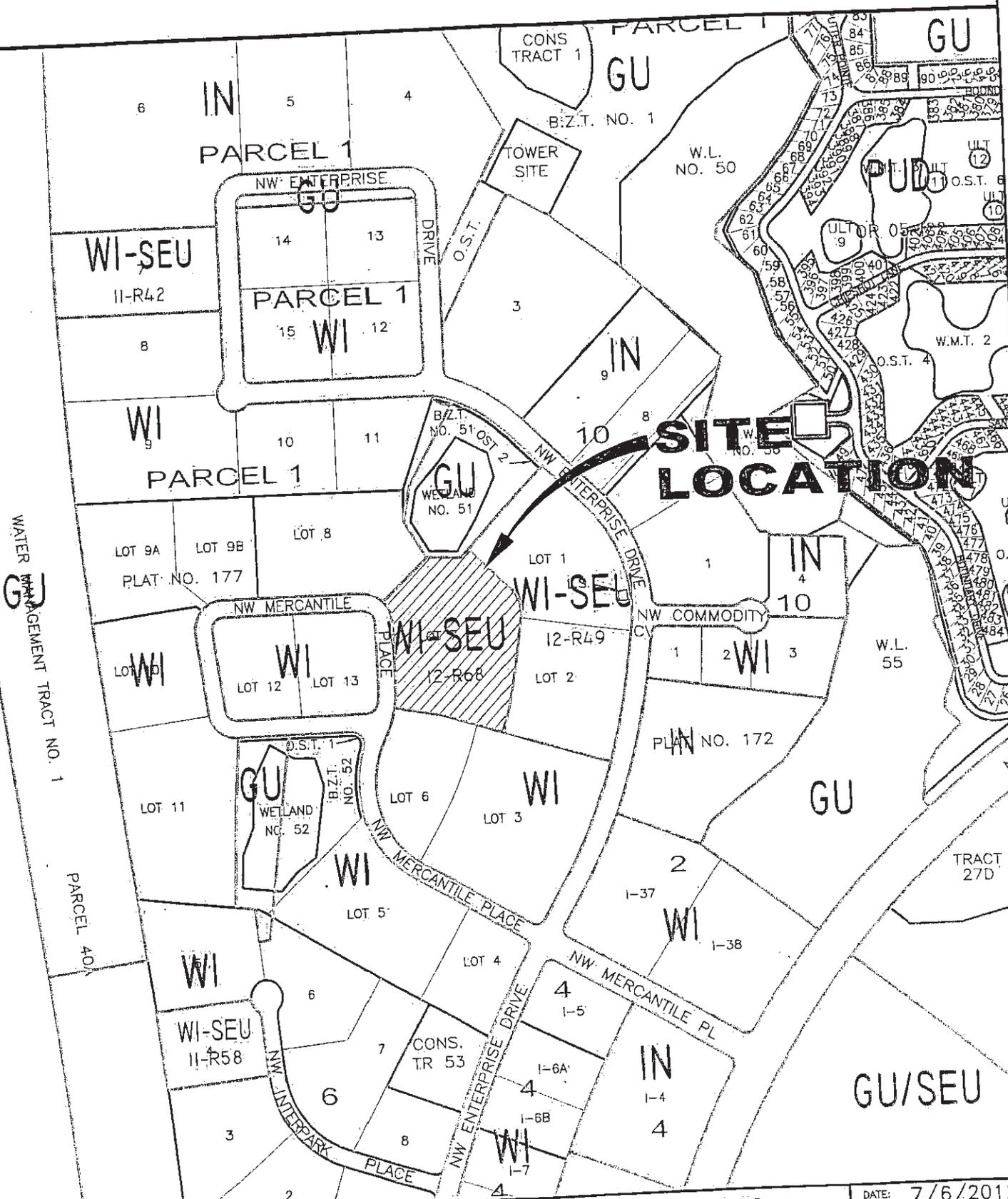
Prepared by:  
M.S. DEPARTMENT

PZ 2012.DWG

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

DATE:	7/6/2012
APPLICATION NUMBER:	P12-084
CADD FILE NAME:	P12-084M
SCALE:	1" = 400'

# EXISTING ZONING



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

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

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

DATE:	7/6/2012
APPLICATION NUMBER:	P12-084
CADD FILE NAME:	P12-084M
SCALE:	1" = 400'

**APPLICATION FOR SPECIAL EXCEPTION USE**

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

INVESTMENT  
12102 30 700  
03-2012  
CEARORA

**FOR OFFICE USE ONLY**

Planning Dept. P12-084  
Fee (Nonrefundable) \$ 2115.00  
Receipt # 11826

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:** Bighurtfighter@hotmail.com

RECEIVED  
1 JUL 02 2012  
PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE

**PROPERTY OWNER:**

Name: Eagle Rock Holdings, LLC  
Address: 309 SE Osceola Street suite 105, Stuart, FL 34994  
Telephone No.: (772) 223-3646 Fax No.: \_\_\_\_\_

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

Name: Mario Rinaldi, Managing Director of Bad Hurt Corp.  
Address: 2750 SE Eagle Drive Port St. Lucie FL 34984  
Telephone No.: (772) 475-8225 Fax No.: \_\_\_\_\_

**SUBJECT PROPERTY:**

Legal Description: St. Lucie West Plat #166, St. Lucie West Industrial Park Phase II lot 7  
Parcel I.D Number: 3323-680-0014-0002  
Address: 562 NW Mercantile Place, unit 101 Bays: 1  
Development Name: Frick Tech II (Attach Sketch and/or Survey)  
Gross Leasable Area (sq. ft.): 4,800 Assembly Area (sq. ft.): 4,071  
Current Zoning Classification: WI-PSL SEU Requested: Recreational Amusement Facility

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

We are requesting a "Special Exception Use" (SEU) to open an Martial Arts school. We will operate at late evening , night and on the weekends. The activities will be conducted indoors and will not effect neighboring or adjoining businesses. We have a "Reciprocal Parking Agreement" and are in accordance with the criteria set forth in

chapter 158.135 (C) (3)

Mario Rinaldi  
Signature of Applicant

Mario Rinaldi  
Hand Print Name

6-29-2012  
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.

See Attached form

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(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.

See Attached form

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

The property is connected to St. Lucie West Service District's water and sewer. No additional capacity will be required.

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(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.

No additional buffering is needed. We are a recreational amusement facility in a non residential area. All are activities will be conducted inside and will have no effect on surrounding businesses and landscapes.

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

There will be no signs other than that applied for through the St W Architectural Committee

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

Not applicable. There are no yards or open spaces shared by adjoining businesses

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(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.

Special Exception Use is permitted in a Warehouse Industrial zone for a "Recreational Amusement Facility" as defined in Chapter 158.135. We meet the criteria and will be in compliance with all provisions 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.

I have taught martial arts in the area for eight years, our practices will be consistent with the industry standard. We will operate in good faith and create an environment where safety is paramount. The daily activities will have no negative effects on the city's residents or staff. Our hours of operation will be 5pm until 10pm on weekday and we will be open on Saturday from 11am until 7pm.

(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 will be operating in a Warehouse Industrial park during after work hours inside the facility. This will insure compatibility with all neighboring business. The proposed use will generate no fumes. Hours of operation will also protect against an abundance of vehicular movement. The kids will be dropped off and picked up by the parents.

(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 site is already developed, we will only change the interior of the bay to create a Martial Arts academy. Interior changes will have no effect on the adjoining nor the neighboring businesses.

Mario Rinaldi  
Signature of Applicant

Mario Rinaldi  
Hand Print-Name

06/27/2012  
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.

(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.

Adequate ingress and egress shall be provided through the two access point along NW Mercantile Place. Traffic will be further regulated through class scheduling and structure. Pedestrian's safety and convenience will be insured by class times and days of operation. Our operating hours are after for most of the business in the area providing pedestrians with low volume in traffic flow. There are also three access points from the main corridor (Peacock Blvd) to Mercantile Place.

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

Adequate off-street parking and loading will be provided through the allotted parking spaces available through the "Reciprocal Parking Agreement". There is only one other business in the park with the same operating hours. The dance studio is only 2000 sq. ft. and requires only ten parking spaces, we will be operating out of a gross leasable area of ~~4000~~ 4000 sq. ft., and this means we need a total of 25 parking spots. The "Reciprocal Parking Agreement" insures that there will be adequate parking. Frick Tech II has a total of 125 parking spaces available.

MP 4880

MARIO RINALDI  
6836 NW Bengal Street Port St Lucie FL 34983 | (772) 475-8225 | Bighurtfighter@hotmail.com

Friday, June 29, 2012

Planning and Zoning Dept.  
City of Port St Lucie  
121 SW Port Saint Lucie Blvd.  
Port St Lucie FL 34984

Dear Planning and Zoning Dept.:

I would like to give a brief overview of the proposed use of the real property located at 562 NW Mercantile Place unit 101, Port St Lucie, FL 34983.

We will be d/b/a American Top Team - Legacy. American Top Team Legacy will be a martial arts school. We will offer members of the community an alternative to conventional exercise. Hours of operation will be from 5 P.M. until 10 P.M. Monday through Friday and on weekends. Starting with kids classes at 5 P.M. and ending with adults at 8 P.M. Kids will be dropped off for their classes and picked up after their classes. We are a class oriented business that will offer classes based on age and rank. Classes will consist of 5 to 15 students per class and run approximately 1 and half hours. Frick Tech II uniquely fits our needs by providing adequate space to safely instruct students while allowing them to participate.

I'm also enclosing copies of:

- A completed Special Exception use (SEU) application.
- A letter of authorization
- A "Reciprocal Parking Agreement" or "Shared Parking Agreement"
- A copy of the deed
- A copy of the site plan

If you have questions, please call me at (772) 475-8225. I look forward to hearing from you soon.

Sincerely,

MARIO RINALDI



ENCLOSURES

Eagle Rock Holdings, LLC  
309 S.E. Osceola Street  
Stuart, FL 34994

## Letter of Authorization

To Whom It May Concern:

I, John Martino, am the Manager of Eagle Rock Holdings, LLC ("Eagle"), the owner of Unit # 101W at 562 NW Mercantile Dr., Port St Lucie, FL 34986 (the "Property") which houses the "*Bad Hurt Corp. d/b/a American Team Legacy*".

This letter authorizes *Bad Hurt Corp. d/b/a American Team Legacy* to act as Eagle's agent solely for the purposes of obtaining permits and approvals from the City of Port Lucie and all applicable local government agencies necessary for *Bad Hurt Corp.* to lawfully conduct its business at the Property. This authorization includes that certain Application for Special Exception Use submitted in June 2012 for *Bad Hurt Corp.* at the Property.

The Property's legal description is detailed below:

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

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

If you have any questions, please call me at (772) 223-3646 or via email at: \_\_\_\_\_ .com

Sincerely,

OWNER:

Eagle Rock Holdings, LLC

By: *John Martino*  
John Martino, Manager

Date: 6-29-12

State of: Florida  
County of: Martin

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 29 day of June, 2012, by, John Martino, as Manager of Eagle Rock Holdings, LLC, who is () personally known to me, or ( ) has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC *Amy Zwirner*

Name Printed: Amy Zwirner

State of Florida at-large

My Commission expires: 3/11/16



AMY ZWIRNER  
MY COMMISSION # EE 145903  
EXPIRES: March 11, 2016  
Bonded Thru Budget Notary Services

This Instrument prepared by:  
Mark K. Somerstein, Esq.  
Greenspoon Marder, P.A.

200 East Broward Boulevard, Suite 1500  
Fort Lauderdale, FL 33301

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made this 29 day of June, 2012, by **TC PROPERTY VENTURE, LLC**, a Florida limited liability company, having an address at 815 Colorado Avenue, Stuart, Florida 34994 (hereinafter called the "Grantor"), in favor of **EAGLE ROCK HOLDINGS, LLC**, a Florida limited liability company, having an address at 309 S.E. Osceola Street, Suite 105, Stuart, Florida 34994 (hereinafter called the "Grantee").

(Wherever used herein the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

**WITNESSETH:**

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

See Exhibit "A" attached hereto and made a part hereof ("Property").

**SUBJECT TO:**

- (a) Taxes and assessments for the year 2012 and subsequent years.
- (b) Restrictions, plats, agreements, covenants, conditions, reservations, dedications and easements; and all other matters of record, but this provision shall not operate to reimpose the same.

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

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

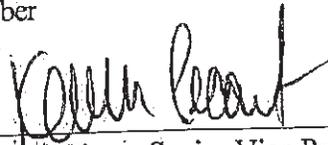
AND the Grantor hereby covenants with said Grantee that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through and under Grantor.

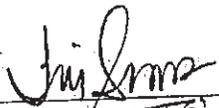
~~IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.~~

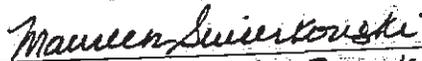
Signed, sealed and delivered  
in the presence of:

**TC PROPERTY VENTURE, LLC**, a Florida  
limited liability company

By: **Seacoast National Bank**, Managing  
Member

By:   
Kevin Picart, Senior Vice President

  
Print Name: Tina Sessions

  
Print Name: Maureen Swierkowski

STATE OF FLORIDA )

COUNTY OF Martin )

SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by **Kevin Picart**, Senior Vice President of **Seacoast National Bank**, as the Managing Member of **TC PROPERTY VENTURE, LLC**, who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 28<sup>th</sup> day of June, 2012.

*Trina D. Sessoms*

Notary Public

Trina D. Sessoms

Typed, printed or stamped name of Notary Public

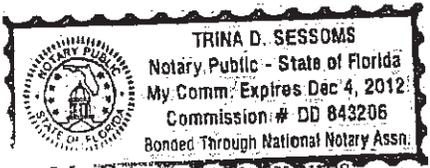


EXHIBIT "A"

Property

Lot 7 of ST. LUCIE WEST PLAT NO. 166, ST. LUCIE WEST INDUSTRIAL PARK, PHASE II, according to the Plat thereof as recorded in Plat Book 43, Page(s) 3, of the Public Records of St. Lucie County, Florida.

## RECIPROCAL PARKING AGREEMENT

This Reciprocal Parking Easement Agreement (the "Agreement") is made and entered into this 29 day of June, 2012, by and between EAGLE ROCK HOLDINGS, LLC (the "Property Owner"), and BAD HURT CORP. (the "Tenant").

### RECITALS

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

2. The Tenant is the renter of that certain real property situated in St. Lucie County, Florida, more particularly described as Unit # 101W at 562 NW Mercantile Drive, Port St. Lucie, FL 34986.

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

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

### AGREEMENTS

1. Definitions. For purposes hereof:

(a) The term "Property Owner" shall mean the owner of the Property and the term "Tenant" shall mean the lessee of Unit 101W at 562 NW Mercantile Drive, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Unit" shall mean the separately identified Unit of real property within the building now constituting a part of the real property subjected to this Agreement and described as Unit 101W at 562 NW Mercantile Drive, Port St. Lucie, FL 34986.

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

2. Easement.

2.1 Grant of Reciprocal Easement. Subject to any express conditions, limitations or reservations contained herein, the Property Owner and Tenant hereby grant, establish, covenant and agree that Tenant shall be given the ability to utilize any of the available parking in the entire project known as Frick Tech II (at 562 & 574 NW Mercantile Drive, Port St. Lucie, FL 34986), for use by its customers between the hours of 5:00pm to 10:00pm on weekdays and anytime on the weekend. ("Easement").

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

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

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

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

6. Remedies and Enforcement.

6.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by the Property Owner, Tenant or its Permittees of any of the terms, covenants, restrictions or conditions hereof, each party shall be entitled forthwith to full and adequate relief by injunction and /or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

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

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

OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

7. Term. The rights to easements, access, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the St. Lucie County Recorder and shall remain in full force and effect throughout the term of the Lease dated July 15, 2012, unless this Agreement is modified, amended, canceled or terminated by the Property Owner. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate on August 31, 2015.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

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

**PROPERTY OWNER:**

EAGLE ROCK HOLDINGS, LLC

By: *John Martino*  
John Martino, Manager

STATE OF FLORIDA )  
COUNTY OF   Martin   )

SWORN TO AND SUBSCRIBED before me this   29   day of   June  , 2012, by John Martino, as Manager of EAGLE ROCK HOLDINGS, LLC, a Florida limited liability company, who took an oath and either is (x) personally known to me or ( ) has produced \_\_\_\_\_ as identification.

(SEAL)



AMY ZWIRNER  
MY COMMISSION # EE 145903  
EXPIRES: March 11, 2016  
Bonded Thru Budget Notary Services

NOTARY PUBLIC

*Amy Zwirner*  
(Signature)  
Amy Zwirner  
(Print Name)

TENANT:

BAD HURT CORP.

By: Mario Rinaldi  
Print Name: Mario Rinaldi  
Title: D.M.  
Date: 6/29/2012

STATE OF FLORIDA )  
COUNTY OF Martin )  
SWORN TO AND SUBSCRIBED before me this 29 day of June, 2012, by  
Mario Rinaldi, as D.M. of BAD HURT CORP., a Florida  
Corp., who took an oath and either is ( ) personally known to me or (X) has produced  
FL Drivers License as identification.

NOTARY PUBLIC

(SEAL)

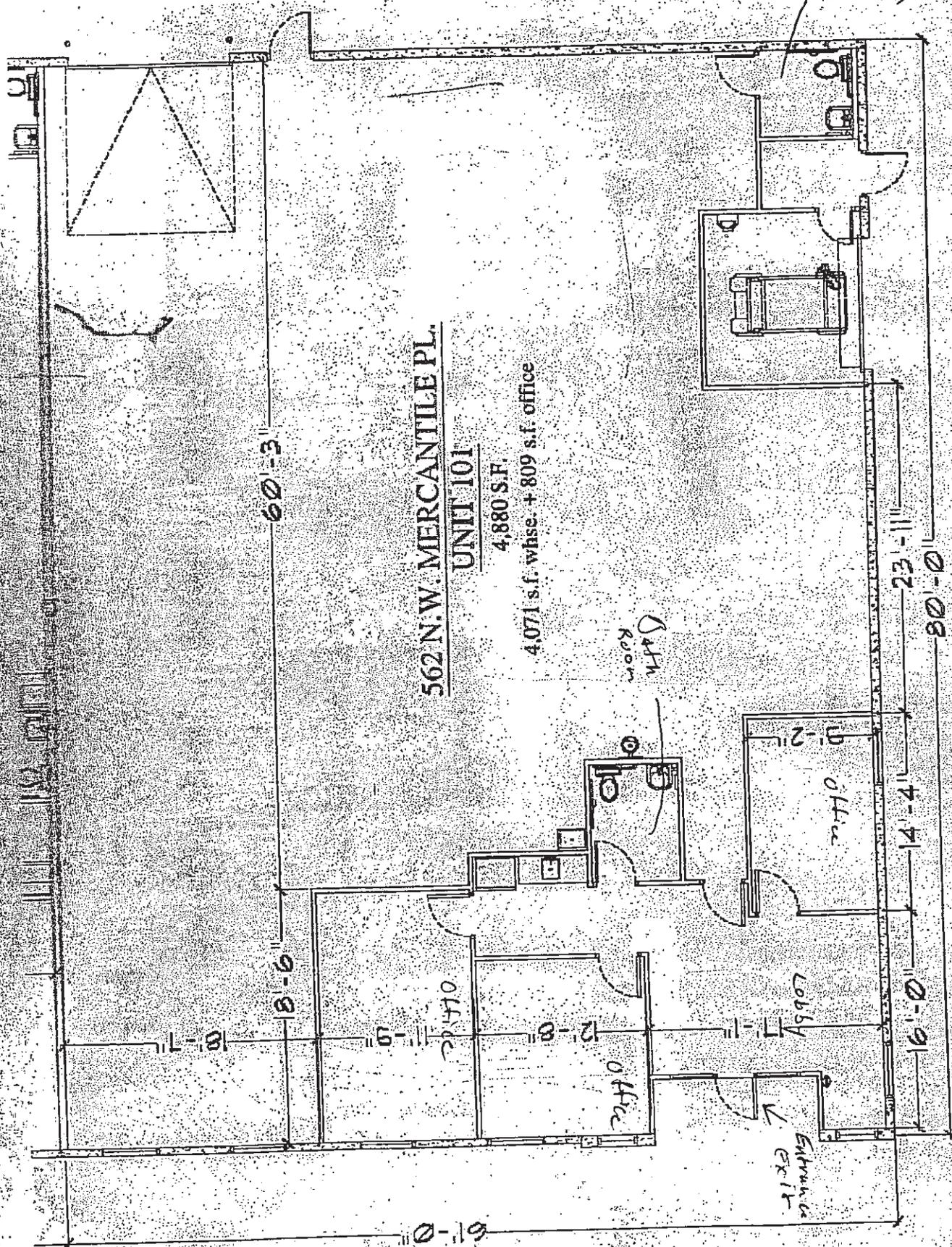


AMY ZWIRNER  
MY COMMISSION # EE 145903  
EXPIRES: March 11, 2016  
Bonded Thru Budget Notary Services

Amy Zwirner  
(Signature)  
Amy Zwirner  
(Print Name)

EXIT  
v

Bathroom



562 N.W. MERCANTILE PL.  
UNIT 101

4,880 S.F.  
4,071 s.f. whse. + 809 s.f. office

FLOOR PLAN