

COUNCIL ITEM 8D  
DATE 12/12/16

COUNCIL ITEM 10D  
DATE 11/18/16

**ORDINANCE 16 -85**

**AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR BRESCIA ST. PARCELS 12-19 (P16-047) TO CHANGE THE FUTURE LAND USE DESIGNATION RM (MEDIUM DENSITY RESIDENTIAL) TO OSC (OPEN SPACE CONSERVATION) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 35, BLOCK 1731, LOTS 12 - 19 AND LOCATED ON THE NORTHWEST CORNER OF KENWICK AVENUE AND BRESCIA STREET PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS**, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended; and

**WHEREAS**, pursuant to Subsection 163.3187(1), Florida Statutes, the proposed amendment constitutes a City of Port St. Lucie permitted small scale amendment to the City of Port St. Lucie Comprehensive Plan; and

**WHEREAS**, the City of Port St. Lucie has received an application from Daryl M. Carter (P16-047) for Port St. Lucie Section 35, Block 1731, Lots 12-19, at the northwest corner of Kenwick Avenue and Brescia Street, for a small scale amendment to change the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3187, Florida Statutes, to change approximately 1.86 acres from the future land use designation of RM (Medium Density Residential) to the future land use designation of OSC (Open Space Conservation); and

**WHEREAS**, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174, Florida Statutes,

**ORDINANCE 16 -85**

and having held a public hearing thereon, has considered this proposed amendment (P16-047) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

**WHEREAS**, the City Council held a public hearing on December 12, 2016 (2<sup>nd</sup> Reading) to consider the proposed small scale amendment, advertising of the public hearing having been made; and;

**WHEREAS**, having considered the recommendations of the Planning and Zoning Board, The Port St. Lucie City Council desires to hereby formally adopt this amendment (P16-047) to the City's Comprehensive Plan as a Small Scale Amendment in accordance with Section 163.3187, Florida Statutes.

**NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:**

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

(a) The Future Land Use Map is hereby amended to designate approximately 1.86 acres of land legally described as Port St. Lucie Section 35, Block 1731, Lots 12-19, on the northwest corner of Kenwick Avenue and Brescia Street by changing the future land use designation from RM (Medium Density Residential) to the future land use designation of OSC (Open Space Conservation).

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this

**ORDINANCE 16 -85**

Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the adoption, pursuant to Section 163.3187(3) (c), Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

**PASSED AND APPROVED** by the City Council of the City of Port St. Lucie, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY: \_\_\_\_\_  
Gregory J. Oravec, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
O. Reginald Osenton, City Attorney

pharmacist." Mr. Ofokansi stated, "I am the pharmacist." The Planning and Zoning Director said, "See, he is right here. He is representing the landowner." Chair Kurek explained, "Port St. Lucie Boulevard is basically a commercial road. It is becoming Commercial everywhere in some form or another. The mixed uses are much less intense than it would be if we were putting up a Walmart or a Target, which could be done. This has been in effect for six months. I don't know what the impact has been, but they are not selling groceries. It is strictly pharmaceutical-types of supplies. I don't see any reason not to approve it." Vice Chair Ojito said, "I agree. It is only 1,600 square feet, and won't generate that much traffic." Chair Kurek stated, "This is recommending approval to the City Council, which means the people that are objecting to this will have another chance to speak before the City Council on this item. We are just recommending approval to the City Council."

Vice Chair Ojito **moved** to recommend approval to the City Council of P16-044, Tropical Homes Office, LMD Rezoning with the two recommendations by staff. Mr. DiTonno **seconded** the motion, which **passed unanimously** by roll call vote.

#### **B. P16-047 BRESCIA STREET PARCELS 12-19 – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

Chair Kurek stated, "This item and the next two items are all related. Mr. Finizio will explain the relationship between the items. We cover everything in the first Public Hearing, not that you can't speak at the next two Public Hearings. I want to make sure it is clear that the next three items are all connected."

Mr. Finizio said, "For these three projects, the owner is Daryl M. Carter. The applicant is Landscape Design Associates, LLC. The general location is the west side of Brescia on the north side of Gatlin Boulevard. There are a total of 12 lots in question. Four of these lots are on the northwest corner of Gatlin and Brescia, while the remaining eight lots are on the northwest corner of Brescia and Kenwick Avenue, which is directly across the street. For all 12 lots, the existing zoning is Single-Family Residential, RS-2, and the property is currently vacant. I will take a step back and briefly discuss the project in general. Simply speaking, it is to provide a commercial development on the four corner lots on Gatlin and Brescia. (**Clerk's Note:** A presentation was shown at this time.) I am showing you a Concept Plan, which was taken out of the Special Exception Use application that you will be reviewing next month, and shows the property in question. The four lots did begin as four standard City lots, however, due to the widening of Gatlin and the close proximity of the I-95 on-ramp, a portion of the two lots fronting Gatlin have been removed due to road improvements and are now part of the Gatlin Boulevard right-of-way. With this portion of the lots removed, development is even more difficult, because the buildable area is not large enough to accommodate all development requirements, in particular water retention. The idea has come up of why not try moving water retention off-site, which is what is being presented today. The project has grown to not only include the commercial site on Gatlin, but the lots on Brescia and Kenwick. The corner lots of Gatlin and Brescia will be rezoned Commercial, while the eight lots across the street will be rezoned for conservation and water retention, hence the reason for the Comprehensive Plan Amendment. The proposed land use is not compatible with

the proposed zoning designation. The approximate size of the eight lots on Kenwick and Brescia are 1.86 acres, and the existing land use is Medium Density Residential. Since drainage areas serving the adjacent development are only permitted as a Special Exception Use in the Open Space Conservation Zoning District, P16-047 is a Small Scale Comprehensive Plan Amendment to change the future land use of the 1.86 acres from RM, Medium Density Residential, to OSC, Open Space Conservation, so the property can be used as a drainage area to serve a future adjacent development. This Special Exception Use application is currently being reviewed by staff, and this application was just reviewed at the Site Plan Review Committee meeting on April 27, 2016. The application should be reviewed by the Planning & Zoning Board next month. Changing the land use from Medium Density Residential to Open Space Conservation is not expected to have an adverse impact on the surrounding neighborhood. The property is sandwiched between existing Residential uses to the north and west, and the future Commercial development to the south. By changing the land use on these lots to OSC, Open Space Conservation and subsequent OSC zoning, the property will act like a natural buffer area between these two contrasting uses. All of these lots are located in the City's Conversion Area, and both rezoning requests are complying with all Conversion Area requirements. Unity of Titles for both applications were submitted to the Legal Department on April 19, 2016."

Mr. Finizio continued, "Project P16-048 is to rezone these 1.86 acres from Single-Family Residential to Open Space Conservation. The ultimate goal is to use this parcel for conservation and drainage for the commercial site on the northwest corner of Gatlin Boulevard and Brescia Street. The use of a drainage area is permitted as a Special Exception Use, as identified per Section 158.101(C)(2). Rezoning the 8 lots from RS-2 to OSC is not expected to have an adverse impact on the surrounding neighborhood. The property is located within the City's Conversation Area, and originally this area was envisioned as Multi-family, however, with the potential commercial development on the corner, the Open Space may be better suited for this neighborhood, especially considering the amount of daily trips on Brescia each day. Therefore, the Open Space parcel could better act as a buffer for the existing Residential homes from the proposed Commercial to the south. Finally, P16-050 is a rezoning application to rezone the 0.7 acres on the corner of Gatlin and Brescia from Single-Family Residential to Highway Commercial, CH. This rezoning is for a proposed commercial development to construct a restaurant with a drive-through. Rezoning this property from Single-Family Residential to Highway Commercial is not expected to have an adverse impact on the surrounding neighborhood. This property is located within the City's Conversion Area, and due to its location, it was always envisioned as a Highway Commercial property. The applicant held a public information meeting for this project on April 7, 2016. I would like to make the following staff recommendation for P16-047 Brescia Street, Parcels 12-19, Small Scale Comprehensive Plan Amendment; the Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan, and recommends approval of the proposed amendment based on the analysis and findings, as noted in the staff report. There was a letter of objection received in the office yesterday and was placed on the dais earlier today."

Vice Chair Ojito inquired, "The lots just west of the corner parcel, are those RM? What are they zoned now?" Mr. Finizio responded, "Everything is zoned Single-Family Residential right now. The eight lots that you see highlighted are Single-Family Zoning. The land use, these two are CH." Vice Chair Ojito said, "I'm saying the lots that are just west of that corner lot." Mr. Finizio stated, "That is Open Space Recreation." Vice Chair Ojito clarified, "There will never be any buildings there." Mr. Finizio said, "Probably not, it is owned by the City. As you can see, the lots get smaller because of the on-ramp to I-95." Vice Chair Ojito said, "If they approved this, then you would end up with no construction west of the corner lot and you'd have a conservation area just north of it, because it would kind of be isolated." Mr. Finizio commented, "Correct. Yes." Vice Chair Ojito remarked, "Thank you."

**SABINA MARCKS, LANDSCAPE DESIGN ASSOCIATES, LLC.**, said, "I am representing the applicant and with me is Harold Dodt." Mr. Dodt stated, "I work with Equitas Management and they are the developer for the proposed project. Our company has the project under contract at the present time. My address is 5332 SW Orchid Bay Drive in Palm City." Ms. Marcks said, "We are trying to develop the four parcels that are directly on the corner of Gatlin and Brescia. The main concerns in the neighborhood; we have tried to do this before, and the main concern has always been the impact of removing all of the trees. Right now, it is very densely wooded and is in relatively good shape. There are pepper trees in it, but it is really still a pretty nice pine upland. We came up with the concept of taking those 8 lots of Residential land and donating them to the neighborhood, giving the neighbors a really significant 100-foot deep wildlife buffer that will screen any noise or visual impact that they will have on their single-family residence from the commercial development to the south. The proposed Starbucks will be completely visually screened from the neighbors' driveways and front yards. There is always some impact on traffic, but I think one needs to remember these lots on the top, technically, could be apartments. The zoning is RS, but the land use is RM. I could build 20 units on it, which also has a traffic impact. For the neighborhood and the whole area, the proposal that we are bringing today is much more balanced and more beneficial, because we are providing and giving up eight lots of Residential land, so we can use it for drainage and are also providing the neighborhood with a really significant buffer and wildlife corridor. It has a wildlife value at that point because it is not just 20 feet, it is 150 feet. The Site Plan that Mr. Finizio showed for the Special Exception Use; we are really trying to create a natural looking pond that is not just your regular square. We are not removing any protected trees. We are trying to work with the land and make it attractive and an asset to the neighborhood, so that any negative impact that might come from a Starbucks will be offset by the significant wildlife buffer that we are providing to the north."

Mr. Dodt said, "I have been involved with the property since 2003, and have never had an ownership interest in the property at any time since then. I did represent the owner in the acquisition of the property. The bottom four lots I would point out, at the time of our acquisition and going back in the Land Use Plan, have always been in the Land Use Plan as Highway Commercial. We are asking for a zoning that is consistent with the underlying land use. This is not the first time we've come before the Board with an attempt to try to move commercial development forward. Over the past 13 years, we

have had other ideas. We think that this idea, given the neighborhood input that we have encountered throughout the 13 years at various times, represents a compromise attempt from us. We think it is a very good use for the property and is a very good compromise for the neighbors that live around the property. We are very happy to make this presentation today, because we think we finally reached something that is an equilibrium for both of us. We did have an open house on April 7, 2016, and three couples showed up at the meeting. All of them had very serious reservations about endorsing it and were against any development of the property. I'm sure you will hear from them today."

Mr. Dodt continued, "We have worked extensively with staff, the Engineering Department, and the Planning Department for months, unlike the prior presentation, as it was something that happened very quickly. We have listened to the neighbors, the Planning Department, and the Engineering Department to try to come up with the best solution possible. We tried to get access directly off of Gatlin Boulevard, with a right-in and a right-out, and our traffic consultant is here today. We were unsuccessful with trying to get a direct right-in and a right-out off of Gatlin Boulevard, because of the FDOT requirements. We also proposed to have underground vault drainage for the property, but the City Engineering Department frowns upon underground vault drainage. I think they look at it as a maintenance risk. Even though it is a private property ownership, they are afraid things can go wrong with the maintenance of underground storage, so they frown upon it. That is why we went to the drainage on the north side of Kenwick. I agree with all of the comments that were made earlier about the buffer, and think it is a very positive thing. I would point out that our traffic consultant is here, who has worked on the property for six years with us. This is a very busy municipal boulevard, as there are 39,000 trips on Gatlin Boulevard already. There is a Walmart, Sam's, Home Depot, and Bass Pro Shops, so this is a major Commercial corridor. The property we are proposing is about a 2,100 square-foot drive-through restaurant, which we think will be an asset to the community. Thank you very much."

Mr. Harrison inquired, "How about a right-out onto Brescia? Was that discussed with the Engineering Department?" Mr. Dodt responded, "Yes. The issue with having a right-out directly onto Brescia is the distance between Kenwick and Gatlin Boulevard. We were told that there isn't a sufficient distance to have a right-out." Ms. Marcks said, "If you look at the graphic right now, a right-out would interfere with the right turning lane. Anybody that would come out of the site would be automatically be in that right turning lane. If they want to make a left, they would have to dart all the way across traffic." Mr. Harrison clarified, "Okay, so you did discuss it with them and they didn't want it." Ms. Marcks remarked, "It is just not feasible." Chair Kurek said, "There is only going to be one entrance and exit, and it will be on the backside of the residential street." Ms. Marcks stated, "Correct. Because we are converting the top lots to the OSR, we are not sending traffic headlights in the evenings into people's homes. We are containing all of the visual impact of the traffic inside the site. With this big area on the top, which is . . . again, if it wasn't wooded, I could say it is Open Space, but it is really heavily wooded and is a very healthy site in itself. It really provides 100% screening to anything that will be on that site." The Planning and Zoning Director asked, "Is that what this graphic is showing?" Ms. Marcks responded, "Showing what?" The Planning and Zoning Director

replied, "Vegetation." Ms. Marcks said, "Yes. You can see that it is completely wooded. There are some really big pine trees there, but as you can see, it is a really intact heavily wooded site. There are some pepper trees that will have to be removed, but overall, there is saw palmetto there. It is really and truly a screen, like Florida woods is supposed to be."

Vice Chair Ojito said, "Your intent is to immediately go into a Site Plan approval and this will come through us again, I would assume." The Planning and Zoning Director stated, "The Special Exception will come to you next month and it would be for the offsite drainage and the drive-through. The Commercial is consistent with the zoning and land use." Vice Chair Ojito asked, "On the west side of the corner piece, would there be a requirement for them to create a buffer where the driveway is, going into the corner parcel?" The Planning and Zoning Director replied, "We can discuss that. I don't know that it is beneficial, since the City owns the property to the west. It is Open Space Recreation and I don't see us doing any recreation on there." Vice Chair Ojito pointed out, "It is dense any way." The Planning and Zoning Director said, "Right. I think it would be more detrimental to the landscaping that is there to put the wall in. I don't think we have finalized that requirement." Vice Chair Ojito commented, "Okay, thank you." The Planning and Zoning Director stated, "They might have to get a modification to the landscape requirement, if the Code does require it." Ms. Beutel questioned, "With regard to pedestrian traffic, do you have any plans for sidewalks? I live in that neighborhood and often see children walking or riding their bikes." Ms. Marcks answered, "We are providing a sidewalk along Brescia for the Commercial parcel." Mr. Dodt stated, "We have studied that and the bottom part of the plan shows the sidewalk. We haven't gotten to the Site Plan approval, but our intent is to have the sidewalk along the building parcel and a sidewalk along Brescia between Kenwick and Elmwood, which is the next street up." The Planning and Zoning Director advised, "Those are issues that would come up through the Site Plan Review process."

Mr. DiTonno said, "You said your address is in Palm City. In Palm City, they have a Starbucks and the direction they are going is that they serve alcohol. When we start going through the Site Plan, do you have any idea if it will be one of the ones that will be serving alcohol?" Mr. Dodt responded, "They have talked about doing beer and wine, but have not given us a decision on whether they will do it or not. They would have to apply for a liquor license." Mr. DiTonno commented, "Thank you." Secretary Martin stated, "To be clear, you are proposing to do a sidewalk along Brescia from the one street to the north, as well as all the way down to Kenwick. Then you are also proposing to do a sidewalk going south of there, along the eastern perimeter of the site." Ms. Marcks stated, "Yes, from Kenwick to Gatlin." Secretary Martin asked, "Who is paying for the widened turning lane?" Mr. Dodt replied, "We would be paying for that, the applicant." Secretary Martin said, "You are donating it, basically in a sense, because you are going to make it a preserve. You are donating 8 viable lots that could be Multi-Family, you are putting in a significant amount of sidewalks, and are widening the road, so that the people that live back in that neighborhood will be able to get out of and onto Gatlin." Mr. Dodt said, "That is correct." Secretary Martin commented, "Thank you."

Chair Kurek opened the Public Hearing.

**MARIANNE RICHARD** said, "I live at 2273 SW Kenwick Avenue. I am opposing this project, as I have many times, due to the impact. That is our main artery in and out of our neighborhood. Right now, it is a two-lane road with an extra turning lane onto I-95. The traffic that would come into this project would come in off of Gatlin onto Brescia, which is just a quick turn. They would then go left onto my street and turn in, which is a two-lane road into this development. They would also have to exit, so it would make it quite challenging for us that make the left on Brescia to go to the bus where there are kids walking, even with a sidewalk. We would be fighting traffic, trying to make a left into our street into the entrance to this property. We would rather keep our neighborhood Residential and that is our opposition, the impact on the traffic. That is our main artery and is very busy in the morning and in the evening, at all times of the day. They do speed on the street, too. Kids are coming back and forth in the morning and afternoon. There is wildlife that gets hit, so we just want to keep our neighborhood Residential. If there was an impact of opening it up off of Gatlin, it would be a better way, but there is no way to do it. We need to stay Residential. Thank you." Chair Kurek commented, "Thank you very much."

**DOUGLAS LE ZELIN** said, "I live at 2217 SW Gray Beal Avenue. I definitely oppose the commercialization of the area. It is going to eventually effect property values for residents and increase traffic. It is just urbanization of the whole area and we have enough of it, I think. I don't think it is a good idea. There are plenty of other places to build a Starbucks and it doesn't have to be in that particular area. I don't think it is going to do anything for the neighborhood, except increase a lot of traffic, especially off of 95. It is just going to make a mess out of things. Thank you." Chair Kurek remarked, "Thank you."

**ERIC WALSH** said, "I live at 2258 SW Elmwood Avenue, which is the road just north of Kenwick. I agree that the Open Space Commercial idea is a great idea, but my problem is with the traffic, as the other people mentioned. I don't have my own traffic engineer working for me, but anecdotally there is a Dunkin' Donuts one block to the east. The traffic it generates is immense. Sometimes I see dozens of cars there, both entering and leaving. That traffic gets backed up in the morning rush hour and it is all the way backed up into the parking lot, because they can't exit out on Gatlin, as the traffic on Gatlin is backed up so much. My major concern is with the traffic, as it seems to be a problem, but if that issue could be worked out, then I think the Open Space Commercial idea is a great one. Thank you."

**ANTHONY ASTORINO** said, "I live at 2218 SW Gray Beal Avenue. I disagree with the developers. We have a lot of things on Gatlin Boulevard. I built my home and spent a lot of money on Gray Beal. I have two corner lots directly down Brescia. Before you know it, they may turn that from Residential to Commercial. It will be right next to my home. I spent a lot of money on it. There are a lot of kids that get off of the school bus in that area, and the traffic is going to go down my block, because they would close off the traffic on Haycraft Circle and Elmwood Avenue. Instead of going down there, they would be using Gray Beal, which is on my block. The school kids get off there, and we have a lot of bike riders and people jogging and walking in the area, besides the wildlife. I think that there are other spots for a Starbucks, as I particularly don't care about the

Starbucks. I really don't like the coffee, and we should keep it the way it is. There is a lot of space by Home Depot and there is plenty room behind the Bass Pro Shops. If you want to build a Starbucks, you can go on the Boulevard. When you start going into the neighborhood, that means everybody is going to get the idea of let's change Residential into Commercial, just to make more money. I disagree with the developers, as I think it is all about money. It might not even be successful. People might not even go into Starbucks, and what happens if it fails? What happens afterwards, if nobody buys there and the building folds? What is going to happen to the property and the value of all of our homes? We spent a lot of money and are paying taxes for it. Thank you very much." Chair Kurek said, "Thank you very much."

**AMANDA THOMPSON** said, "I live at 2217 SW Elmwood. I'm the house that is directly above Lots 12-19, with woods on either side. It was really the entire reason that I purchased that home. I moved down here and remember driving down the street and filming, so I could look back and remember what this neighborhood looked like, so I'd know if I wanted to move here. I filmed all of that wooded area and thought how beautiful it was. It was like my home in Pittsburgh. I checked about the land zoning when I purchased that property and it was Residential. I was excited and moved in. Immediately, we started having to come before you guys, as they kept trying to change the land usage and zoning, and wearing us down. I'm a teacher at a middle school in the area, and every time I have to take off work to be here. I'm sorry, I don't know why I'm getting choked up. They finally wore us down to where we would come before you, and they would say they didn't have their stuff together and drop it, until finally there were not enough people showing up and they got that part passed through. Apparently, he doesn't have to worry about his property value coming down, because I was told in a very rude manner by these developers that there is no evidence that would ever prove that somebody's house value diminishes by having a gas station placed right in front of their home. I have nothing to hold to that and there is no evidence. A few months ago, they were saying they were going to put a gas station right there, right across from my house. That is what I would be overlooking at that point, and they just keep coming to us with these new revised plans and seeing what we will submit to. If this were an Open Space Conservation, it would not be contingent upon that front property being made into Commercial, and then I would say, absolutely, it is gorgeous. Like they said, it is a perfect Florida woodland area. There are mother and baby bobcats that live there, as I have pictures. There are gopher tortoises that I consistently see going in and out. It is what I moved to Florida for, the beauty of it. I see it being diminished everywhere, and I hope you guys see through their veiled threats that this is zoned Residential Single-Family, but it could be that their land use is for Multi-Family and they could be doing that instead. I hope that you would stay strong. I have been trapped on that street, trying to get to school in the morning, at least three times within the last four months by huge accidents taking place right there in that frontage. That is without the extra people, trying to go to Starbucks in the morning and are late for work, basically, because they would get stuck in line. They are going to be hedging their bets, trying to pull right out onto to 95, just like every morning. All of that traffic is extremely dangerous in the morning and that is with the beautiful frontage to look at. I have been broken into twice already and that is without having a commercial property right there for people. I would

just ask that if we could try to keep as much of this commercial out that I would be safer in my home. Thank you." Chair Kurek commented, "Thank you very much."

**JENNIFER TRABAND**, said, "I live at 702 SE Thanksgiving Avenue. I do not work for Starbucks. I moved to Port St. Lucie from Seattle and that is where Starbuck's headquarters is. I moved here about a year and a half ago. I recognize that this area has nice houses there and looks like as though Lots 14-17 are going to be the corner. It looks like the trees are still going to be preserved in that front area. I know a lot of Starbucks, especially in Seattle, you can't go 200 feet without seeing one in downtown. They tried to make it a neighborhood-friendly environment. I know that area is commercial, as it has Bass Pro Shops, Wendy's, Home Depot, and Sam's. It seems as though if we block this that you are blocking future commercialized growth in the area. It is just a Starbucks, but the only one in the area that I know of is in Jensen Beach at Britt Road, unless there is one at the mall. There is one in Tradition and one in St. Lucie West, but not in this area. It would be a plus for this area." Chair Kurek commented, "Thank you very much."

**BARBARA MASON GARDNER** said, "I live at 2449 SW Halissee Street. I moved here nine years ago from the Broward area. I was very satisfied to move here because of the slower pace. I realize that Port St. Lucie is growing now. We have more residents and businesses moving in. I hope that you will keep in mind what the residents would like to happen here. We really enjoy our tranquility and landscape and animals. When you see all of the other signs of property for sale on the other side of the street or further down where there are businesses, you say to yourself, why must a business be put in this area that will truly impact our area, getting in and out? A Starbucks or any business will have a negative impact on our community. I ask you not to create a negative impact. Please value what the residents want and what we appreciate. We would like to stay and have it stay that way; tranquility, certainly the animals, and our single-family homes. Thank you."

There being no further comments, Chair Kurek closed the Public Hearing.

Mr. Dodt said, "On the Dunkin' Donuts comment, that it is often extremely crowded; I don't know that it was properly brought before the Planning Board and how it was planned. The stacking will be able to have 20 to 22 cars that can line up inside the property. I am a Starbucks customer and don't ever see it getting that deep. Sometimes they get eight to nine cars deep, but I think we will be able to address those concerns at a future time. It would be up to this Board to address the Site Plan and approve or disapprove it, so you would still have that. Ms. Thompson, not me personally and nobody that works for us or represents us would ever make demeaning comments to her. That is not what we are about. I don't doubt the veracity of her comments, that somebody might have threatened her about a gas station. I don't know where that came from, but I just want the Board to understand that type of thing did not come from us. There were several comments about the expansion of commercial beyond this parcel. This Board is in strict control of that, via the Land Use Regulations. We only have one parcel that is land use Commercial and that is this small piece that fronts on Gatlin Boulevard. Thank you." Chair Kurek commented, "Thank you very much."

Secretary Martin said, "Coming back to the economics of this, which is where my mind is, this could be Multi-Family. You could have 20 Multi-Family units there and you are not, as it is going to be blocked forever. Having the sidewalks is another expense that these people are willing to pay that is an added value to the neighborhood. Having the right turn lane getting out onto Gatlin is another added value. We sit up here and have to make tough decisions that affect residential people versus commercial people. I don't think any of us take that lightly, I sure don't. I think there needs to be a balance. Gatlin is a gateway corridor to the City and is always going to be commercial. There is nothing we are going to do about it. Having one Starbucks and no future development west of it on the City-owned land, having no future development, you will never see a structure on the eight or six lots, whatever they are proposing to create into Open Space Recreation. We have to come up with a balance and I think it is a reasonable request by the applicant after many years. I do believe we even saw the teacher here before us several years ago. They have come to a good balance and I will be in favor of it."

Chair Kurek said, "I'm concerned about the property behind it, like Secretary Martin said. As it is zoned right now, it could become apartment buildings with medium density. This is a good compromise to have a neighborhood basically with free or an open area forever to be next to your property. The applicant is correct, no commercial activity is going to take place north of this in any way, because it is not part of the overall Land Development Plan. This piece of property that runs on Gatlin is owned by a private individual and there is a point in time that this Board, along with the City Council, will have to make a decision whether or not we are denying him the right to use his property. Right now, it is Residential, but in the Land Development Plan it is reasonable for this to be some kind of Commercial. I can think of other things that can be of less impact to the neighborhood, but Starbucks is a fairly quiet organization. People get their coffee and leave. The ones that I've been to are usually pretty easy and are not like a McDonald's or a Dunkin' Donuts. It is a different environment and I am going to vote in favor of recommending this to the City Council for approval." Vice Chair Ojito said, "It is a very rare event to have a developer gift that much land, with a proposed development like this. I think you should really think about what they are proposing and I would vote in favor as well."

Secretary Martin **moved** to recommend approval to the City Council of P16-047, Brescia Street Lots 12-19, Small Scale Comprehensive Plan Amendment Application. Vice Chair Ojito **seconded** the motion, which **passed unanimously** by roll call vote.

#### C. P16-048 BRESCIA STREET PARCELS 12-19 – REZONING

Mr. Finizio said, "This is for the rezoning going from RS-2, Single-Family, to Open Space Conservation, based on the new land use. Staff would like to make a recommendation to approve the rezoning application that is submitted."

Chair Kurek opened the Public Hearing.

**ANTHONY ASTORINO** said, "I live at 2218 SW Gray Beal Avenue. We, the taxpayers who live in this Residential area, think it is unfair that we have no say. It is up to the Council? What about the people? I'm from New York and it wasn't for the New Yorkers, Florida wouldn't be Florida today. I know a lot of people up north and this is very discouraging. I can let them know not to come to Port St. Lucie, as it is controlled by the Board. What about us? What about the people? We are taxpayers and we have no rights. You approve it and it is approved because of money. This is all about the dollar and is not about the people. We are paying taxes and live in the area. The people don't want it and have enough commercial on Gatlin Boulevard. We have a lot of people building and that is fine. I don't disagree with that, but to start going into the blocks, before you know it, the two lots on my street will be changed to Commercial also. It is a stepping stone, and I disagree with it. I don't think it fair to the people who are paying taxes, and it is just up to the Board and the developers and not the people who live in the area. We are disagreeing with the developers and it is like one side here is siding with the developers. I disagree with it." Chair Kurek commented, "Thank you very much for your comments."

**MARIANNE RICHARD** said, "I live at 2273 SW Kenwick Avenue. I have a petition that 79 of my neighbors signed against this, going around the neighborhood. They would rather see it stay Residential, such as a model home on that land. A two-story model home would fit within the Residential requirement and would not bring in the same kind of traffic, nor would if they did the apartments in the Residential mixed part; 20 apartments would still not bring the volume of traffic that a Starbucks will bring. We are not only considering Port St. Lucie, but north and southbound I-95, once people do a search and see it is there. It is definitely going to increase the traffic coming into our neighborhood and make it quite difficult for us. Also, the reasons we bought our homes is for the easy access on and off I-95, and the nature around us and the activities that we enjoy. We invite you to come out to our neighborhood and see. As I said in my letter, when those lots were designated Commercial Highway, it was before the widening of Gatlin, before the redesign of the I-95 northbound entrance, which makes a big impact on the land and the land use. I ask you, please come to our neighborhood and see what we are talking about and reconsider. Thank you." Chair Kurek commented, "Thank you very much."

Vice Chair Ojito said, "I just want clarification, the item that is before us right now is for rezoning Lots 12 to 19." Chair Kurek stated, "Yes, we are voting on to rezone the 12 to 19 to Open Space Conservation Area. This item would do away with any chance of any apartments or residences to be built on that particular piece of property forever."

**AMANDA THOMPSON** said, "I live at 2217 SW Elmwood. You say forever, but how do I know that is actually the case, because what this is currently zoned for is changing right now before you. You would appoint yourselves as people standing for us. Obviously, that can change at the drop of a hat or the drop of a dollar, as the case may be. The land in front of my house floods consistently as it is. Any time there is any amount of significant rainfall that entire beginning of the turn left onto that street is completely flooded and inundated with water and it stays that way for days. If you want me to speak to the fact that they are going to have extra water and drainage onto that

land, I don't feel that it would be wise. Thank you." Chair Kurek commented, "Thank you."

**DOUGLAS LE ZELIN** said, "I live at 2217 SW Gray Beal Avenue. I'd like to request you reconsider your decision on all of this development. Eventually, you are going to wind up turning Gatlin into an Orange Avenue in Fort Pierce. We know what that looks like. It is urban blight and I think we are all trying to stop that from happening. I'd like you to take that into consideration. Thank you." Chair Kurek remarked, "Thank you."

**JENNIFER TRABAND**, said, "I live at 702 SE Thanksgiving Avenue. The fact that sidewalks are going to be built from Elmwood all the way out to Gatlin is a huge improvement. I live in an area off of Floresta that doesn't have any sidewalks and that would be a terrific thing to have them, to have that opportunity in your neighborhood to where you can actually go for walks, if you want to. To be able to connect to Gatlin and walk wherever you want to and go to the commercial across the street and to have the privacy of the land not be converted to apartments is a vast improvement as well. Having 20 apartments, even if you have two cars per house, is another 40 cars coming in and out, possibly and noise pollution from apartments, as you never know. You don't know who will be moving in there and what type of apartments are going to be. Having that space reserved to block any additional commercial development and noise and light pollution is a great improvement for the neighborhood, it seems like. I don't live in that neighborhood, so I can't say 100%. From what I'm hearing, it sounds like a good thing to have." Chair Kurek commented, "Thank you very much."

There being no further comments, Chair Kurek closed the Public Hearing.

The Planning and Zoning Attorney said, "You will see in the packet there is a discussion about a potential Unity of Title. There would be some legal restrictions placed on the properties. Because there is a road through the middle, we likely could not do a Unity of Title over all the 10 or 12 lots where there would be potentially some restrictive covenants that would connect the one property to the other, because of the nature where the offsite parcel is serving as drainage. There will be some land use of legal restrictions placed on the properties that would prevent additional future development." Chair Kurek commented, "Thank you very much." Vice Chair Ojito asked, "Isn't it required to address the concern of water drainage, even though it is going to be conservation land, the developer would have to develop the parcel in such a way that they don't overflow any specific amount of water onto the neighbor's property as part of the stormwater requirement?" The Planning and Zoning Director replied, "That is correct. I made a note of it. I think the problem exists on the conservation land, the eight lots. If there is a problem, this development through its own stormwater retention area could accommodate what is in the road." Vice Chair Ojito remarked, "Thank you." The Planning and Zoning Attorney advised, "They are going to have to go to the Water Management District to get their permits anyway. All of the drainage issues will be handled through the District's permit. You can't condition any of your approvals on them obtaining the District permit, but that is what the District does." Chair Kurek said, "South Florida Water Management District is going to make sure that there is no flooding. Any existing flooding and any future flooding will be eliminated as a result of the project."

Mr. DiTonno **moved** to recommend approval to the City Council of P16-048, Brescia Street Lots 12-19, Rezoning Application. Secretary Martin **seconded** the motion, which **passed unanimously** by roll call vote.

**D. P16-050 BRESCIA STREET PARCELS 14-17 – REZONING**

Mr. Finizio said, "Staff recommends approval, as the request meets and is consistent with the direction and intent of the Future Land Use Map and policies of the City's Comprehensive Plan."

Chair Kurek opened the Public Hearing.

**ANTHONY ASTORINO** said, "I live at 2218 SW Gray Beal Avenue. With all due respect, can they table this and bring it up at another Council meeting, instead of making a decision right now?" Chair Kurek responded, "All three of these items are recommended to be forwarded to the City Council. The next hearings on these will be at the City Council, who makes the final decision on all of these. We, as a Board, basically are a buffer for the Council on certain items, and this is one of them. They will read the minutes of this meeting and see all of your comments. You will be advised or notified when the next meeting is with the City Council, so you will all have a chance to speak your piece again, your objections, and points that you made today. We are looking at it more from a technical standpoint, as well as looking at what the developer is. This Board spends a lot of time looking at the technical part of it. The technical part is that the owner of the property has a right to use his property. It is within the Comprehensive Plan to use it as commercial. They also are presenting a really good thing, as far as donating property for all practical purposes for public use for as long as they want. Eventually, they may even deed it over to the City at some point, because what are they going to do with it? It is all part of the Comprehensive Plan. Staff goes through a lot of exercises with these applicants. I wasn't here for previous applications, but I presume that having been turned down multiple times before, trying to use this property, they are trying with all of their might to use the property they own that they pay taxes on for the best purpose. They have come up with something, and are giving back a lot to the citizens of this area for your benefit, like the sidewalks, the extra lane, and the property that will never be used, as the City owns the rest of the property to the west. It will never be developed, and this is the best of all things. Keep in mind, if you owned this piece of property, you know you can't put a house on it. Think about it. Is anyone ever going to build a house on this property facing Gatlin? No, why would they? I wouldn't want a house there. The owner has a right to use it and it is part of the Comprehensive Plan."

The Planning and Zoning Director said, "This will be going to the City Council on May 23, 2016, for first reading and June 13, 2016, for second reading. The second reading is usually the Public Hearing, although I believe they will take public comments at both meetings."

**AMANDA THOMPSON** said, "I live at 2217 SW Elmwood. Would that zoning above the front property be contingent upon the back property being . . ." Chair Kurek responded, "I believe that is what the attorney has stated." The Planning and Zoning Director stated,

"The top property has a land use change and a zoning. They had to change the land use in order to accommodate the Open Space Conservation. The property on the south is already designated Highway Commercial and has been designated Highway Commercial since 1983." Ms. Thompson clarified, "That is land use, but not zoning." The Planning and Zoning Director stated, "Exactly, so they have put the package together. While they might not be tied, what is tied is the site is very small and in order to accommodate all of the things that the site needs to accommodate, primarily the drainage, is where the top piece comes in." Ms. Thompson said, "As you said, who would want to put a house on that frontage? Basically, what you are doing or having a part in is putting my house one street closer to exactly what you said nobody would want to have their house to front up onto. I would ask that you consider that."

Secretary Martin said, "I think it comes to a balance, and none of us take this lightly. We are all volunteers, none of us make a nickel to do this. I've been doing this for seven years, hundreds of hours. These are never easy decisions to make, but we have to make a balance. We go with the technical information, what the staff has provided us, and the six of us in this case make tough decisions. Believe it or not, you guys are our neighbors. I don't live in that area either, but a little bit of history; I lived a block away from the Crosstown Parkway. I bought it 16 years ago before anybody even knew what the word Crosstown Parkway was. Then, low and behold, ten years later there is a six-lane highway one block away from me. I didn't know that. What I did was got up and I moved. I studied the area where I moved to very closely, so that there was never going to be any commercial construction nearby. We hear your plea, and I commend all of you for coming out here. We have gone through some pretty significant meetings in the past where not as many people showed up that were very significant properties. I commend you for taking the time off today to come out and talk to us, and to give us your input on this. We don't make the final decision. Get all of your neighbors to go to the City Council meeting. That is where you stand up and that is where they make a final decision. It comes back to balance for me. I think this proposal is a good balance for the neighborhood, as well as the commercial property owner." Chair Kurek commented, "Thank you, Mr. Martin."

Mr. Sanders said, "This is really a unique opportunity for the neighborhood, and they may not see it that way. I remember in 1980, the Mayor of Gainesville, who was teaching a land development class talked about residential developments. They had these undeveloped parcels and saw it as a park. This is one of the few opportunities that this really will become a park, because changing it to OSC, allowing the stormwater retention, and some upland preservation to be on there will be a really good opportunity for the neighborhood. It also provides a solution for a very unique property fronted on that limited access right-of-way of I-95, so it is a great opportunity. The Code also requires that sidewalks be put adjacent to developments. If this is part of the stormwater retention pond, it will be adjacent to the development and the developer will be required to do sidewalks along their new stormwater retention pond. It is a lot of positive things for the neighborhood. Regarding the school buses, the School District can work with the development and move bus stops where necessary and utilize new sidewalks as they are put in to provide safer access to students." Chair Kurek said, "Mr. Sanders is a representative of the School District, who comes to these meetings in order help us

explain things that are happening with the school buses. I know there was some reference to that and he is our expert who sits with us in order to talk about the school system and their needs. Thank you, Mr. Sanders.”

There being no further comments, Chair Kurek closed the Public Hearing. Mr. Harrison **moved** to recommend approval to the City Council of P16-050, Brescia Street Lots 14-17, Rezoning Application. Mr. DiTonno **seconded** the motion, which **passed unanimously** by roll call vote. Chair Kurek said, “This item will be sent to the City Council and I believe the first reading is on May 23, 2016. You may want to make note of that. Like Secretary Martin said, the City Council has the final decision on this. Thank you very much. I really appreciate you all coming. It is great to meet people who actually participate in our process.”

**E. CITY OF PORT ST. LUCIE – NEIGHBORHOOD PLANNING**

- a. Neighborhood Planning Program
- b. Planning Area 3
- c. Planning Area 4N
- d. Planning Area 4S

The Planning and Zoning Director said, “I’m not going to do a presentation, since the consultant did it last time. I want to concentrate on some of the commercial areas that we have and what we don’t have, but are looking at. I think you have four different volumes in front of you. Volume 1 is a synthesis of the whole process. The next one would be Planning Area 3, and we are in Planning Area 3, which is bordered by the river, primarily, and the Turnpike. It is one of the older areas of the City and that is one of your documents. Included within that document are some suggestions on what we do with the Bayshore Conversion. The Bayshore Conversion Area, not all of it, part of it, goes back to 1983, when the City determined we needed to provide for uses other than just Single-Family Residential. It seemed like an ideal location, bordered by Bayshore and the Turnpike on the west side. They started out with these conversion standards, allowing for the conversion, mostly to General Commercial for the stuff that fronts on Bayshore. Behind it you have a myriad of uses, like auto repair and storage. We are trying to, working with the developed Crosstown Business District, which is like a homeowners’ association, but it is all of the business people. They don’t have to be owners of the property, but business owners, because a lot of people rent there. On their own, they have created this association, and staff wants to work with that association to make improvements to that area. One of the suggestions out of this neighborhood study and a part of the input of the business owners was, how can we make it better? We constantly have Code; it is a push and tug kind of thing out there. We get Code to fix some of the improvements or fix some issues and then the commercial businesses push back. We want to work together, not against each other.”

The Planning and Zoning Director continued, “One of the things the consultant has suggested is an overlay district, which would have the staff look at all our Land Development Regulations that would apply to that property. I can think of a couple, like art in public places. Maybe that isn’t an appropriate area to require it, because it isn’t



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

---

**TO:** PLANNING & ZONING BOARD - MEETING OF MAY 3, 2016

**FROM:** JOHN FINIZIO, PLANNER *JF*

**RE:** BRESCIA STREET LOTS 12-19  
SMALL SCALE COMPREHENSIVE PLAN AMENDMENT APPLICATION  
PROJECT NO. P16-047

**DATE:** APRIL 21, 2016

---

**PROPOSED PROJECT:** This application will change the future land use of approximately 1.86 acres from RM (Medium Density Residential) to OSC (Open Space Conservation), ~~so the property can be used as a drainage area to serve a future adjacent development.~~ This property is currently owned by the Carter-Gatlin Land Trust, and is part of a land swap concept submitted by Equitas Management and approved by City Council on September 12, 2016 (a copy of this request is included in the staff report). A rezoning application to Open Space Conservation (OSC) is being reviewed concurrently with this comp plan amendment. ~~In addition, a subsequent special exception application (SEU) has been submitted as well, but this application must first be reviewed at Site Plan Review Committee (SPRC).~~

**APPLICANT:** Landscape Design Associates, LLC. The authorization letter is attached to the staff report.

**OWNER:** Daryl M. Carter.

**LOCATION:** This property is located on the northwest corner of Kenwick Avenue and Brescia Street.

**LEGAL DESCRIPTION:** Port St. Lucie Section 35, Block 1731, Lots 12 - 19.

**SIZE:** Approximately 1.86 acres.

**EXISTING ZONING:** RS-2 (Single Family Residential).

**EXISTING USE:** This property is currently vacant land.

**SURROUNDING USES:** North and West = RS-2 (Single Family Residential) Zoning with single family lots with existing single family residents. South = RS-2 zoning, currently vacant. These lots have a CH (Highway Commercial) Land Use. East = RS-2 Zoning, this property is current vacant and owned by the City.

**EXISTING LAND USE DESIGNATION:** RM (Medium Density Residential).

**REQUESTED LAND USE DESIGNATION:** OSC (Open Space Conservation).

**IMPACTS AND FINDINGS:**

**Sewer/Water Service:** The City of Port St. Lucie Utility System Department will provide water and sewer service for this project, if applicable. A breakdown of the potable water and wastewater demand for the existing land use is as follows:

| Water Calculations for existing future land use (RM) |              |            |                       |                            |
|--|--------------|------------|-----------------------|----------------------------|
| Land Use   | Density (DU) | Rate (gpd) | Projected Water (gpd) | Projected Wastewater (gpd) |
| RM   | 20           | 115        | 5,290                 | 4,497                      |
| Total  |              |            | 5,290                 | 4,497                      |

With the RM (Medium Density Residential) Land Use the water demand for this 1.86 acre area will have a demand of approximately 5,290 gpd, and a total wastewater generation of 4,497 gpd.

The potable water and wastewater demand for the proposed OSC Land Use is expected to be negligible. This estimate is based on the permitted coverage area as outlined in the comprehensive plan, and the compatible zoning districts with the proposed future land use (OSC and GU). According to Policy 1.1.4.10, the maximum coverage area permitted for the OSC future land use designation is 10%. In addition, the OSC zoning district does not permit any high generating water uses, and the uses permitted are not identified in the adopted level of service standard as outlined in the concurrency section of the City's Land Development Regulations.

The impetus behind this comprehensive plan amendment is to help satisfy conservation and drainage requirements and is not expected to have any water or sewer services on site (please see the attached special exception use concept plan). So, the development should not generate any water or sewer usage. Therefore, changing the land use to OSC will have a marked decrease in water usage for these parcels.

**Transportation:** The number of vehicle trip ends projected to be generated from the existing future land use is approximate 245 daily weekday vehicle trips, 14 a.m. peak hour trips and 29 p.m. peak hour trips (ITE, Land Use Code 220 (Apartment)).

| Traffic Analysis for current land use (RM) |           |           |                             |                        |
|--|-----------|-----------|-----------------------------|------------------------|
| Land Use Code                              | Land Use  | Intensity | Trip Generation Calculation | Weekday Avg. Trip Ends |
| 220  | Apartment | 20 du     | $T = 6.06 (X) + 123.56$     | 245                    |
| Total                                      |           |           |                             | 245                    |

The number of vehicle trip ends projected to be generated from the proposed future land use is negligible. As noted, this request and subsequent SEU is for the construction of a drainage facility for the adjacent property on the south. At this time, it is the owner's intention to keep this site as pristine as possible except for the actual detention area there will not be any other development taking place on it. In addition, the ITE Trip Generation Manual does not provide trip generation information for detention areas because they are not typically traffic generators. Trip projections are calculated by using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition." This comp plan amendment will represent a marked decrease in vehicle trip ends.

**Parks/Open Space:** Changing the future land use to OSC will prohibit residential development on these parcels. As such, parkland would not be required for this project, however this parcel will, by its very nature of being a conservation tract, provide over 1.5 acres of open space.

**Schools:** Since there is no residential component to this project school concurrency will not apply.

**Storm Water:** The project will be required to provide paving and drainage plans that are in compliance with adopted level of service standards.

**Solid Waste:** Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available to accommodate this project. Due to the proposed use (drainage facility) on this property, there will be no solid waste impacts with this development.

**Environmental:** An environmental study and tree survey will be required as part of the site plan process. All environment information will be reviewed during site plan review process and any and all environmental issues will be addressed at that time. Since this site is under two (2) acres it will not be required to adhere to the upland mitigation requirements, but the project will be required to adhere to the City's Tree Preservation requirements as outlined in the Landscape Code (Chapter 154), and all exotic vegetation will need to be removed.

**Flood Zone:** This parcel is located in Panel Number 12111C0275F, and is located within FEMA's Flood Zone X. Zone X is determined to be located outside the 100 and 500 year floodplains.

**Police:** The department's response time is approximately 6-10 minutes for emergency calls. This proposed comprehensive plan is not expected to adversely impact that response time.

**Fire/EMS:** The nearest station is No. 17 which is located at 10240 SW Village Parkway. The St. Lucie County Fire District does not list response times for each individual station because of the necessity of responding with another station. As this proposed Comprehensive Plan Amendment is for a drainage pond, the Fire District's service commitments to this project are not expected to be adversely impacted.

**Compatibility Analysis:** Changing the land use from RM (Medium Density Residential) to OSC (Open Space Conservation) is not expected to have an adverse impact on the surrounding neighborhood. This property is sandwiched between existing residential uses to the north and west, and future commercial development to the south. By changing the land use on these lots to an OSC future land use, and subsequent OSC zoning, the property will act like a natural buffer area between these two contrasting uses.

**Justification/Mitigation:** There are several Goals, Policies, and Objectives identified in the City of Port St. Lucie's Comprehensive Plan which justify this small scale comprehensive plan amendment. This includes Goal 1.1, Objective 1.1.7, and Policies 1.1.2.2 and Policy 1.1.4.6. Objective 1.1 permits an appropriate mix of land uses which meet the needs of current and future residents of Port St. Lucie in a way which is environmentally acceptable and developed concurrently with needed facilities and services. Objective 1.1.7 allows the City to initiate and utilize planning and development controls to discourage the proliferation of urban sprawl, encourage innovative development, greater diversity of land uses, and improve community appearance. Policy 1.1.2.2 requires all development to be located in a manner such that the natural topographic features of a site are not adversely altered so as to negatively affect the drainage of neighboring properties or visual aesthetics of the area. Policy 1.1.4.6 requires the Future Land Use Map to allocate open space designation to: a) recreation areas, b) conservation areas, and c) preservation areas. It further states that all conservation areas should, to the maximum reasonable extent, maintain the natural character of the land.

#### **RELATED PROJECTS:**

P16-048 – Brescia St. Parcels 12-19 Rezoning Application. This application will rezone 1.86 acres from RS-2 to OSC for conservation and drainage use. This application is being reviewed concurrently with this comprehensive plan amendment.

P16-049 – Brescia St. Parcels 12-19 Special Exception Use Application. This application is to permit a drainage area serving an adjacent development as per §158.101 (C) (2). This application will be reviewed at SPRC on April 27, 2016

P16-050 – Brescia St. Parcels 14-17 Rezoning Application. This application is to rezone 0.7 acres from RS-2 to CH. This application is being reviewed concurrently with this this comprehensive plan amendment.

---

**STAFF RECOMMENDATION:**

The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed amendment based on the analysis and findings as noted in the staff report.

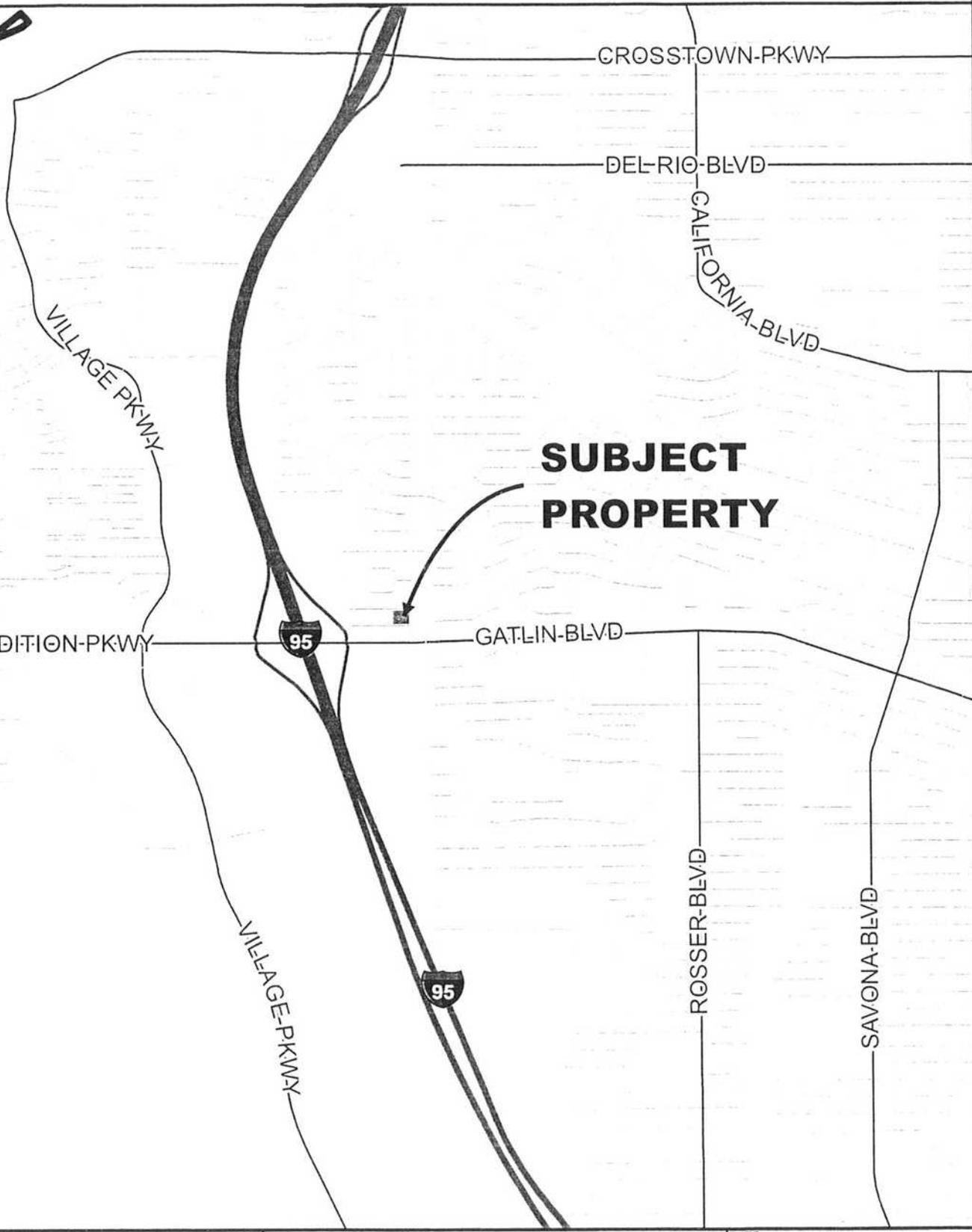
The applicant held a public information meeting on this project on Thursday April 7, 2016.

**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

Please note: 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.

# GENERAL LOCATION

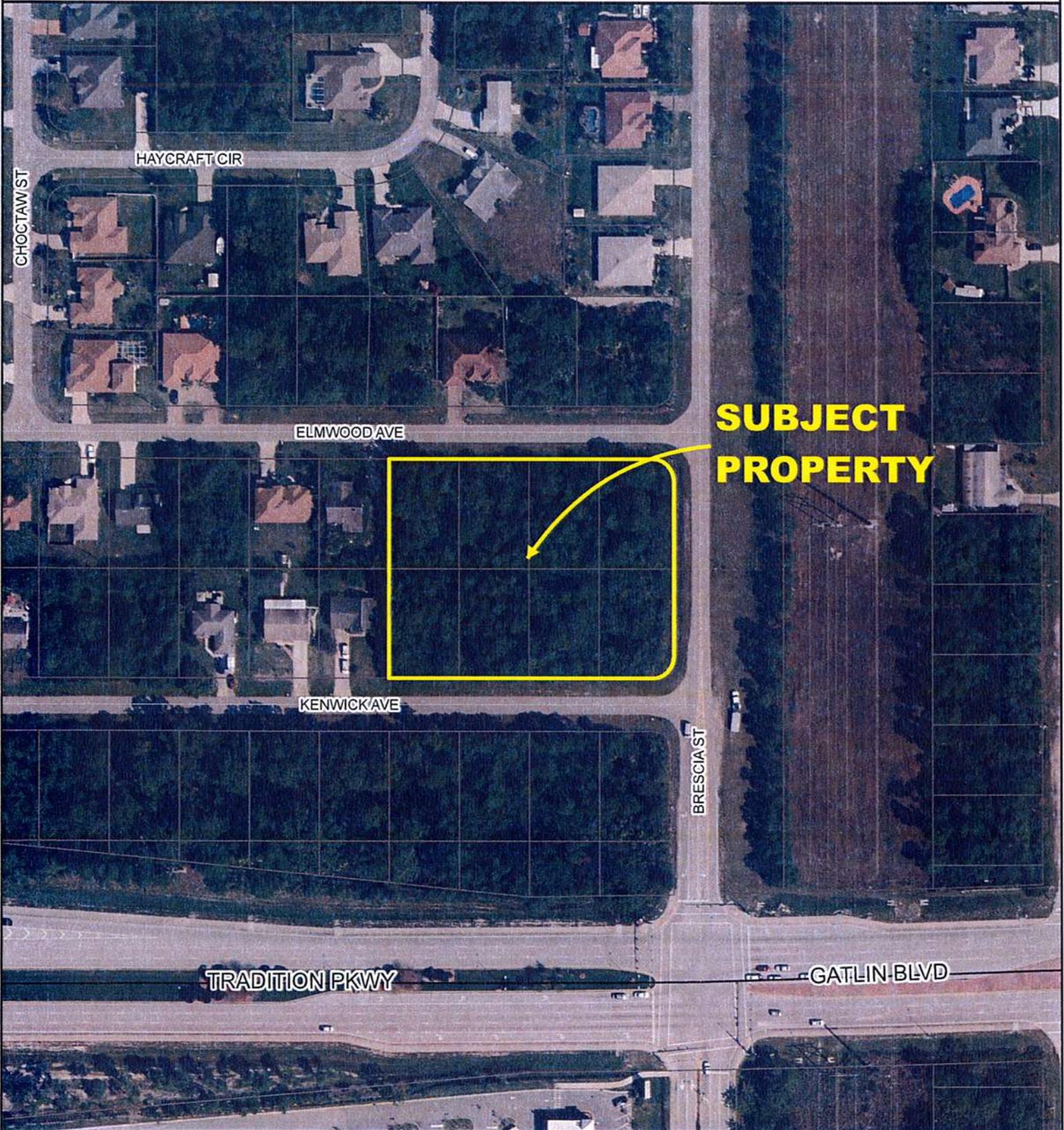


CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

COMPREHENSIVE PLAN AMENDMENT  
BRESCIA STREET PARELS 12-19  
SECTION 35, BLOCK 1731, LOTS 12-19

|                    |                  |
|--------------------|------------------|
| DATE               | 4/11/2016        |
| APPLICATION NUMBER | P16-047          |
| USER               | patricias        |
| SCALE              | 1 in = 0.5 miles |

# AERIAL



**SUBJECT  
PROPERTY**

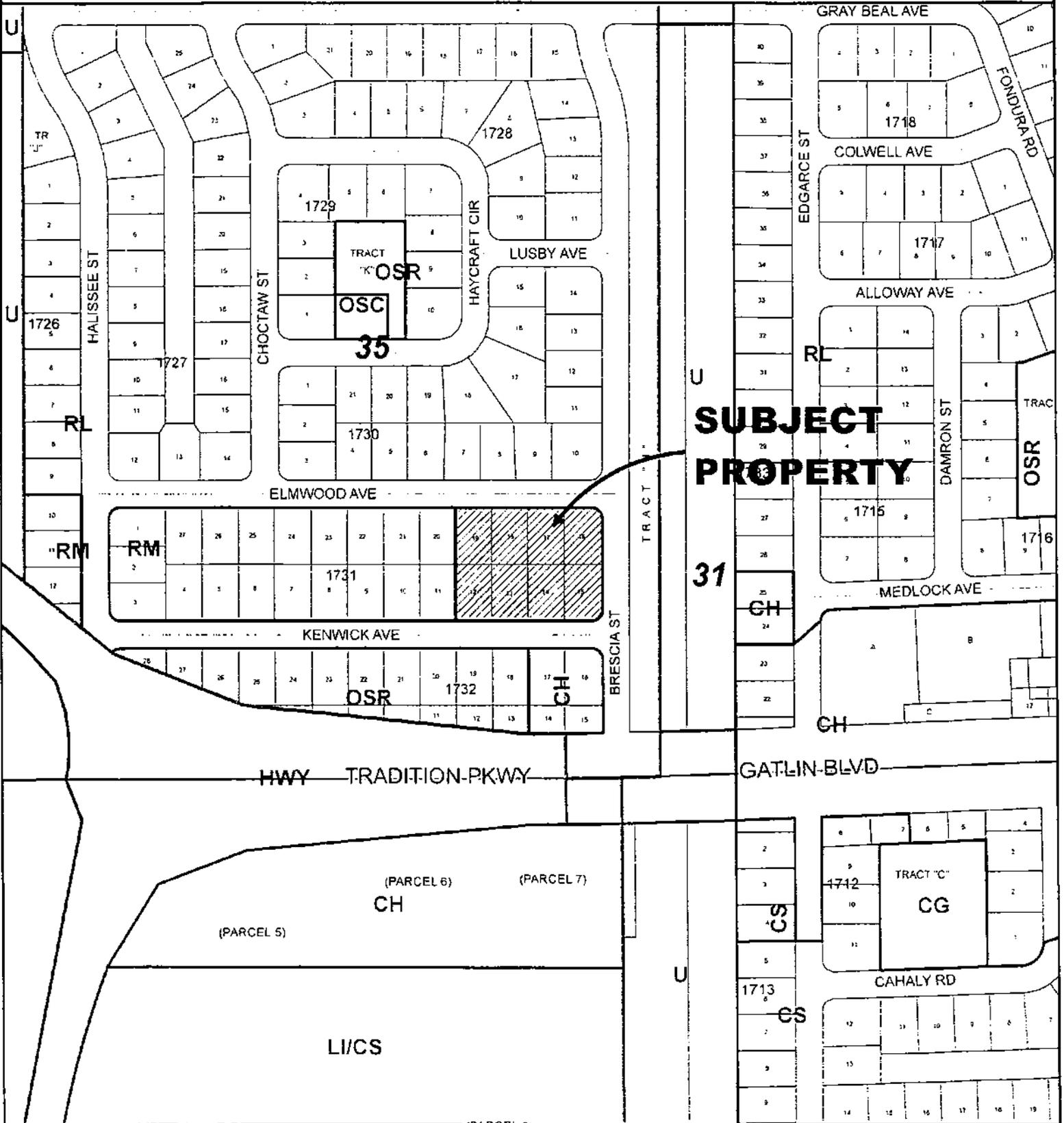


CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

COMPREHENSIVE PLAN AMENDMENT  
BRESCIA STREET PARELS 12-19  
SECTION 35, BLOCK 1731, LOTS 12-19  
AERIAL DATE 2014

|                     |               |
|---------------------|---------------|
| DATE:               | 4/11/2016     |
| APPLICATION NUMBER: | P16-047       |
| USER:               | patricias     |
| SCALE:              | 1 in = 150 ft |

# FUTURE LAND USE

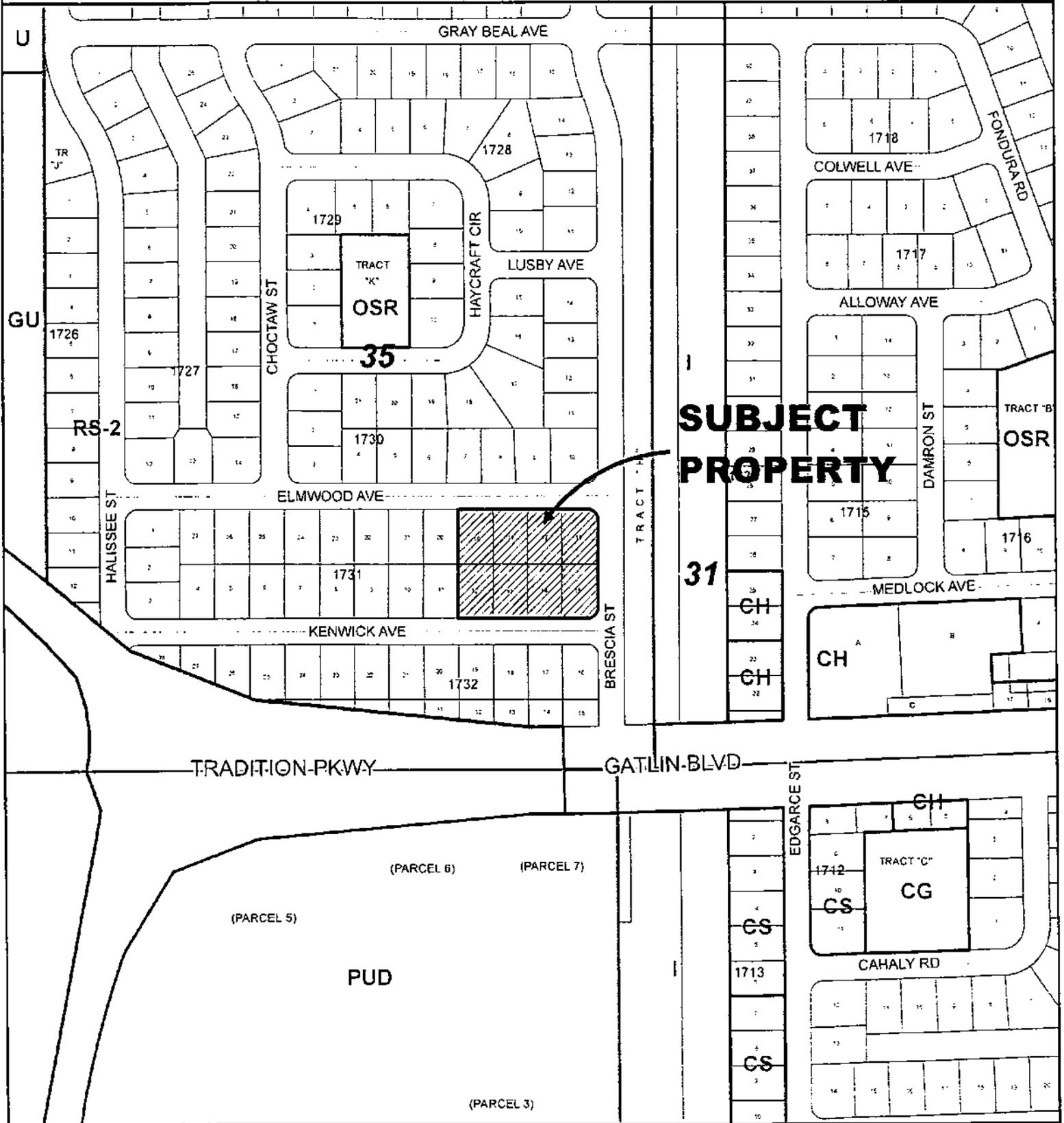


CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

COMPREHENSIVE PLAN AMENDMENT  
BRESCIA STREET PARELS 12-19  
SECTION 35, BLOCK 1731, LOTS 12-19

DATE 4/11/2016  
APPLICATION NUMBER P16-047  
USER patricias  
SCALE 1 in = 288 ft

# EXISTING ZONING



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

COMPREHENSIVE PLAN AMENDMENT  
BRESCIA STREET PARELS 12-19  
SECTION 35, BLOCK 1731, LOTS 12-19

|                    |               |
|--------------------|---------------|
| DATE               | 4/11/2016     |
| APPLICATION NUMBER | P16-047       |
| USER               | patricias     |
| SCALE              | 1 in = 300 ft |

**APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT**

**CITY OF PORT ST. LUCIE**  
Planning & Zoning Department  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984  
(772)871-5121 FAX (772) 871-5124

**FOR OFFICE USE ONLY** 1  
Planning Dept P16-047  
Fee (Nonrefundable)\$ 4,034.40  
Receipt # 89485

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

**PRIMARY CONTACT EMAIL ADDRESS:** smarcks@landscapeda.com

**PROPERTY OWNER**

Name: Daryl M. Carter  
Address: 3333 S Orange Avenue, Suite 200, Orlando  
Telephone No.: 407-422-3144 Fax No.: 407-422-3155

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

Name: Daryl M. Carter  
Address: 3333 S Orange Avenue, Suite 200, Orlando  
Telephone No.: 407-422-3144 Fax No.: 407-422-3155

**AGENT OF OWNER** (if any)

Name: Landscape Design Associates, LLC  
Address: 702 SW Port St. Lucie Blvd, Port St. Lucie, FL 34953  
Telephone No.: 971-6060 Fax No.: \_\_\_\_\_

**RECEIVED**  
**MAR 31 2016**  
PLANNING DEPARTMENT

**PROPERTY INFORMATION**

Boundary Description: Lots 12-19, Block 1762, Section 35, ORB 15, Pages 10, 10A - 10P  
(attach map) \_\_\_\_\_

Parcel I.D. Number: 3420-670-0218-000-9, 3420-670-0217-000-2, 3420-670-0216-000-5,  
3420-670-0215-000-8, 3420-670-0214-000-1, 3420-670-0213-000-4,  
3420-670-0212-000-7, 3420-670-0211-000-0

Current Land Use RM Proposed Land Use OSC  
Current Zoning RS-2 Acreage of Property: 1.86 ac

Reason for Comprehensive Plan Amendment: to provide Open Space and passive recreation, to provide drainage for adjacent commercial parcel

\*Signature of Owner

Daryl M Carter, Trustee

Hand Printed Name

03/28/2016

Date

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

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

March 28, 2016

Mrs. Patti Tobin, Planning Director  
City of Port St. Lucie  
Planning & Zoning Department  
121 SW Port St. Lucie Blvd  
Port St. Lucie, FL 34984

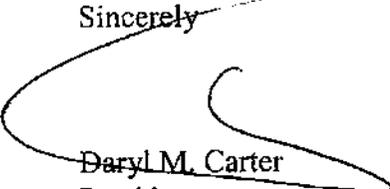
Dear Mrs. Tobin:

RE: Brescia Street Parcels 12 through 19 – Small Scale Land Use Amendment & Rezoning

Please accept this letter as authorization for Sabine Marcks with Landscape Design Associates to represent Daryl M. Carter, Trustee and Maury L. Carter & Associates, Inc. in all matters related to the application for a Small Scale Land Use Amendment and rezoning regarding the Brescia Street Development.

Should you have questions, please contact me. Thank you.

Sincerely



Daryl M. Carter  
President

/jmf

cc: Ms. Sabine Marcks (via e-mail)

**RECEIVED**

MAR 31 2016

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE

3333 S. Orange Avenue, Suite 200 • Orlando, Florida 32806-8500  
Post Office Box 568821 • Orlando, Florida 32856-8821  
Telephone (407) 422-3144  
Fax (407) 422-3155  
[www.maurycarter.com](http://www.maurycarter.com)



**DARYL M. CARTER**, as Trustee under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the **CARTER-GATLIN LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821

Prepared by and Return to:  
David R. Woods  
Woods & Woods, P.A.  
612 East Colonial Drive, Ste. 190  
Orlando, Florida 32803

\* Doc Assump: \$ 0.00  
\* Doc Tax : \$ 175.00  
\* Int Tax : \$ 0.00

Property Appraisers Parcel  
Identification Numbers: 3420-670-0212-000/7

## WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

(Wherever used herein the terms "first party" and "second party" 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.)

THIS INDENTURE, made this 14<sup>th</sup> day of May, 2003, between OLD POST ROAD GROUP, LIMITED PARTNERSHIP, a Florida limited partnership, as Grantor, and party of the first part, and DARYL M. CARTER, as Trustee under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the CARTER-GATLIN LAND TRUST, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereafter referred to as "Land Trustee") as party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars (\$10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

Lot 13, Block 1731, PORT ST. LUCIE SECTION THIRTY FIVE, according to the Plat thereof, as recorded in Plat Book 15, Pages 10 and 10A, through 10P, Public Records of St. Lucie County, Florida.

which is hereafter referred to as "the Property")

TO HAVE AND TO HOLD the above-described Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust agreement dated February 25, 2002 ("Trust Agreement").

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor, or of a beneficiary of a Grantor trust.

AS PROVIDED IN SECTION 689.071, FLORIDA STATUTES, Land Trustee is hereby vested with full power and authority to improve, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Land Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property or any part thereof, to lease the Property or any part thereof, from time to time, in possession or reversion, by leases to commence *in presenti* or *in futuro*, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of

the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange the Property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about the Property or any part thereof, and to deal with the Property in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Land Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Land Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Land Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Land Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Land Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Land Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-Land Trustees, it is specifically understood that the signature of only one of the Co-Land Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Land Trustee in connection with the property shall be as Land Trustee of an express trust and not individually and the Land Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Land Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Land Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Land Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Land Trustee or for the purpose or with the intention of binding the Land Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the Land Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Land Trustee, and upon a recording in the public records of Orange County, Florida of a death certificate of the Land Trustee, and notice of appointment of a Successor Land Trustee, title to the land described herein shall be deemed to be held by the Successor Land Trustee and to pass to the Successor Land Trustee without the requirement of recording any further or additional documents.

The Land Trustee shall have no personal liability whatsoever for action as Land Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Land Trustee

hereunder shall be limited to the property which the Land Trustee holds under the trust agreement referred to above.

And the Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

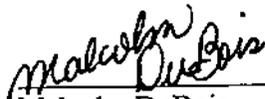
Signed, sealed and delivered in the presence of:

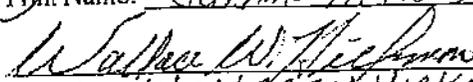
WITNESSES:

GRANTOR:

OLD POST ROAD GROUP, LIMITED  
PARTNERSHIP, a Florida limited partnership

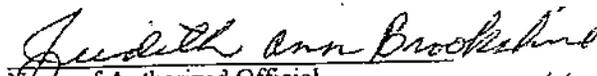
  
Print Name: JULIAN ALMEIDA

  
Malcolm DuBois, as general partner

  
Print Name: WALLACE W. HICKMAN

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of May, 2003, by Malcolm DuBois, as general partner of OLD POST ROAD GROUP, LIMITED PARTNERSHIP, a Florida limited partnership, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

  
Name of Authorized Official  
Print Name: Judith Ann Brookshire  
Title \_\_\_\_\_



Prepared by and Return to:  
David R. Woods  
Woods & Woods, P.A.  
612 East Colonial Drive, Ste. 190  
Orlando, Florida 32803

\* DOC ASSUMP: \$ 0.00  
\* DOC Tax : \$ 87.50  
\* Int Tax : \$ 0.00

Property Appraisers Parcel  
Identification Numbers: 3420-670-0213-000/4

## WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

(Wherever used herein the terms "first party" and "second party" 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.)

THIS INDENTURE, made this 21st day of July, 2003, between **TECH KEO and VANNA PAL KEO**, his wife, collectively as Grantor, and party of the first part, and **DARYL M. CARTER**, as Trustee under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the **CARTER - GATLIN LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereafter referred to as "Land Trustee") as party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars (\$10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

Lot 14, Block 1731, PORT ST. LUCIE SECTION THIRTY FIVE, according to the Plat thereof, as recorded in Plat Book 15, Pages 10 and 10A, through 10P, Public Records of St. Lucie County, Florida.

which is hereafter referred to as "the Property")

**TO HAVE AND TO HOLD** the above-described Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust agreement dated February 25, 2002 ("Trust Agreement").

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor, or of a beneficiary of a Grantor trust.

Grantors' representations as to the powers and duties of Land Trustee are acknowledgments only, and Grantor makes no warranties or representations as to any language contained in this deed vesting powers and duties to the Land Trustee.

**AS PROVIDED IN SECTION 689.071, FLORIDA STATUTES**, Land Trustee is hereby vested with full power and authority to improve, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Land Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property or any part thereof, to lease the Property or any part thereof, from time to time, in possession or reversion, by leases to commence *in presenti* or *in futuro*, and upon any terms and for any period

or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange the Property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about the Property or any part thereof, and to deal with the Property in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Land Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Land Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Land Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Land Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Land Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Land Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-Land Trustees, it is specifically understood that the signature of only one of the Co-Land Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Land Trustee in connection with the property shall be as Land Trustee of an express trust and not individually and the Land Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Land Trustee shall be applicable for the payment and discharge thereof, and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Land Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Land Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Land Trustee or for the purpose or with the intention of binding the Land Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the Land Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Land Trustee, and upon a recording in the public records of Orange County, Florida of a death certificate of the Land Trustee, and notice of appointment of a Successor Land Trustee, title to the land described herein shall be deemed to be held by the Successor Land Trustee and to pass to the Successor Land Trustee without the requirement of recording any further or additional documents.

OR BOOK 1767 PAGE 184B

The Land Trustee shall have no personal liability whatsoever for action as Land Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Land Trustee hereunder shall be limited to the property which the Land Trustee holds under the trust agreement referred to above.

And the Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

GRANTOR:

[Signature]  
Print Name: ELIZABETH ELLER

[Signature]  
Tech Keo

[Signature]  
Print Name: BETTY J. WOOD

[Signature]  
Vanna Pal Keo

[Signature]  
Print Name: ELIZABETH ELLER

[Signature]  
Print Name: BETTY J. WOOD

STATE OF CONNECTICUT  
COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2003, by Tech Keo, who is personally known to me or who has produced CT D/L 034571735 as identification and who did take an oath.

[Signature]  
Name of Authorized Official  
Print Name: \_\_\_\_\_  
Title \_\_\_\_\_

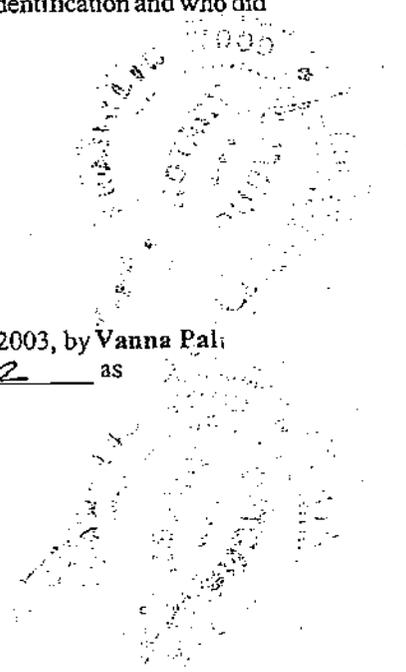
W. FRANKLIN WOOD  
NOTARY PUBLIC  
MY COMMISSION EXP. OCT. 31, 2003

STATE OF CONNECTICUT  
COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2003, by Vanna Pal Keo, who is personally known to me or who has produced CT D/L 204655782 as identification and who did take an oath.

[Signature]  
Name of Authorized Official  
Print Name: \_\_\_\_\_  
Title \_\_\_\_\_

W. FRANKLIN WOOD  
NOTARY PUBLIC  
MY COMMISSION EXP. OCT. 31, 2003



OR BOOK 1767 PAGE 1849

\* Doc Assume: \$ 0.00  
\* Doc Tax : \$ 210.00  
\* Int Tax : \$ 0.00

Prepared by and Return to:  
David R. Woods  
Woods & Woods, P.A.  
612 East Colonial Drive, Ste. 190  
Orlando, Florida 32803

Property Appraisers Parcel  
Identification Numbers: 3420-670-0214-000/1

## WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

(Wherever used herein the terms "first party" and "second party" 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.)

**THIS INDENTURE**, made this 11<sup>th</sup> day of April, 2003, between **SOPHY PRAK**, a single woman, as Grantor, and party of the first part, and **DARYL M. CARTER**, as Trustee under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the **CARTER - GATLIN LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereafter referred to as "Land Trustee") as party of the second part,

**WITNESSETH**, that the said party of the first part, for and in consideration of the sum of ten dollars (\$10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

Lot 15, Block 1731, PORT ST. LUCIE SECTION THIRTY FIVE, according to the Plat thereof, as recorded in Plat Book 15, Pages 10 and 10A, through 10P, Public Records of St. Lucie County, Florida.

which is hereafter referred to as "the Property")

**TO HAVE AND TO HOLD** the above-described Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust agreement dated February 25, 2002 ("Trust Agreement").

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor, or of a beneficiary of a Grantor trust.

**AS PROVIDED IN SECTION 689.071, FLORIDA STATUTES**, Land Trustee is hereby vested with full power and authority to improve, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Land Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property or any part thereof, to lease the Property or any part thereof, from time to time, in possession or reversion, by leases to commence *in presenti* or *in futuro*, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange the Property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about the Property or any part thereof, and

to deal with the Property in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Land Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Land Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Land Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Land Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Land Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Land Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-Land Trustees, it is specifically understood that the signature of only one of the Co-Land Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Land Trustee in connection with the property shall be as Land Trustee of an express trust and not individually and the Land Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Land Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Land Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Land Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Land Trustee or for the purpose or with the intention of binding the Land Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the Land Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Land Trustee, and upon a recording in the public records of Orange County, Florida of a death certificate of the Land Trustee, and notice of appointment of a Successor Land Trustee, title to the land described herein shall be deemed to be held by the Successor Land Trustee and to pass to the Successor Land Trustee without the requirement of recording any further or additional documents.

The Land Trustee shall have no personal liability whatsoever for action as Land Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Land Trustee hereunder shall be limited to the property which the Land Trustee holds under the trust agreement referred to above.

And the Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

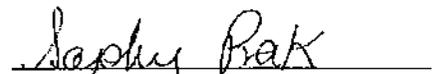
IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

GRANTOR:

  
Print Name: CHARLES GUILLET

  
Sophy Prak

  
Print Name NATALIA LEITAO

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

The foregoing instrument was acknowledged before me this 11 day of April, 2003, by Sophy Prak, who is personally known to me or who has produced RI LICENSE as identification and who did take an oath.

  
Name of Authorized Official  
Print Name: CHRISTINE S. GUILLET  
Title NOTARY  
25/ 9-20-05

Prepared by and Return to:  
David R. Woods  
Woods & Woods, P.A.  
612 East Colonial Drive, Ste. 190  
Orlando, Florida 32803

Property Appraisers Parcel  
Identification Numbers: 3420-670-0215-000/8

## WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

(Wherever used herein the terms "first party" and "second party" 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.)

THIS INDENTURE, made this 20 day of ~~September~~ <sup>OCTOBER</sup>, 2003, between CARLOS PRESENCIA JURADO and PILAR MILAGROS DIAZ de PRESENCIA, his wife, collectively as Grantor, and party of the first part, and DARYL M. CARTER, as Trustee under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the CARTER - GATLIN LAND TRUST, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereafter referred to as "Land Trustee") as party of the second part,

\* Doc Assump: \$ 0.00  
\* Doc Tax : \$ 233.80  
\* Int Tax : \$ 0.00

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars (\$10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

Lot 16, Block 1731, PORT ST. LUCIE SECTION THIRTY FIVE, according to the Plat thereof, as recorded in Plat Book 15, Pages 10 and 10A, through 10P, Public Records of St. Lucie County, Florida.

which is hereafter referred to as "the Property")

TO HAVE AND TO HOLD the above-described Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust agreement dated February 25, 2002 ("Trust Agreement").

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor, or of a beneficiary of a Grantor trust.

AS PROVIDED IN SECTION 689.071, FLORIDA STATUTES, Land Trustee is hereby vested with full power and authority to improve, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Land Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property or any part thereof, to lease the Property or any part thereof, from time to time, in possession or reversion, by leases to commence *in praesenti* or *in futuro*, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of

the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange the Property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about the Property or any part thereof, and to deal with the Property in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Land Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Land Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Land Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Land Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Land Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Land Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-Land Trustees, it is specifically understood that the signature of only one of the Co-Land Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Land Trustee in connection with the property shall be as Land Trustee of an express trust and not individually and the Land Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Land Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Land Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Land Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Land Trustee or for the purpose or with the intention of binding the Land Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the Land Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Land Trustee, and upon a recording in the public records of Orange County, Florida of a death certificate of the Land Trustee, and notice of appointment of a Successor Land Trustee, title to the land described herein shall be deemed to be held by the Successor Land Trustee and to pass to the Successor Land Trustee without the requirement of recording any further or additional documents.

The Land Trustee shall have no personal liability whatsoever for action as Land Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Land Trustee

OF BOOK 1821 PAGE 1417

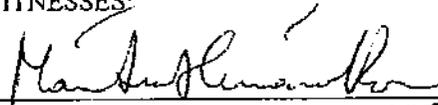
hereunder shall be limited to the property which the Land Trustee holds under the trust agreement referred to above.

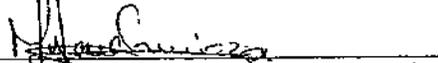
And the Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

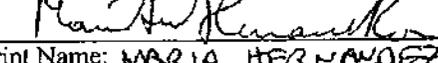
IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

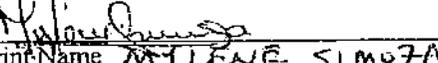
Signed, sealed and delivered in the presence of:

WITNESSES:

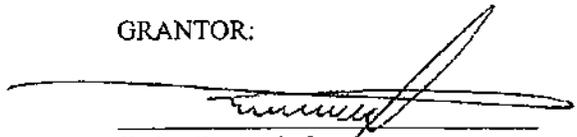
  
Print Name: MARIA HERNANDEZ

  
Print Name: MYLENE SIMOZA

  
Print Name: MARIA HERNANDEZ

  
Print Name: MYLENE SIMOZA

GRANTOR:

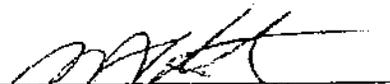
  
Carlos Presencia Jurado

  
Pilar Milagros Diaz de Presencia

Bolivarian Republic )  
Of Venezuela )  
City of Caracas )  
Embassy of the )  
United States of America )

Witness

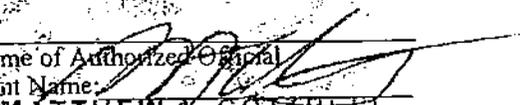
The foregoing instrument was acknowledged before me this      day of OCT - 2, 2003, by Carlos Presencia Jurado, who is personally known to me or who has produced Venezuelan Identification Card as identification and who did take an oath.

  
Name of Authorized Official  
Print Name: MATTHEW A. COTTRELL  
Title: Vice Consul of the United States of America  
**DOES NOT EXPIRE**

Bolivarian Republic )  
Of Venezuela )  
City of Caracas )  
Embassy of the )  
United States of America )

Witness

The foregoing instrument was acknowledged before me this      day of OCT - 2, 2003, by Pilar Milagros Diaz de Presencia, who is personally known to me or who has produced Venezuelan Identification Card as identification and who did take an oath.

  
Name of Authorized Official  
Print Name: MATTHEW A. COTTRELL  
Title: Vice Consul of the United States of America  
**DOES NOT EXPIRE**

DR BOOK 1821 PAGE 1418

Prepared by and Return to:  
David R. Woods  
Woods & Woods, P.A.  
612 East Colonial Drive, Ste. 190  
Orlando, Florida 32803

\* Doc ASSUMP: \$ 0.00  
\* Doc Tax : \$ 94.50  
\* Int Tax : \$ 0.00

Property Appraisers Parcel  
Identification Numbers: 3420-670-0216-000/5

## WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

(Wherever used herein the terms "first party" and "second party" 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.)

THIS INDENTURE, made this 27<sup>th</sup> day of May, 2003, between JEROME A. KLEIN and SCOTT D. KLEIN, collectively as Grantor, and party of the first part, and DARYL M. CARTER, as Trustee under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the CARTER - GATLIN LAND TRUST, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereafter referred to as "Land Trustee") as party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars (\$10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

Lot 17, Block 1731, PORT ST. LUCIE SECTION THIRTY FIVE, according to the Plat thereof, as recorded in Plat Book 15, Pages 10 and 10A, through 10P, Public Records of St. Lucie County, Florida.

which is hereafter referred to as "the Property")

TO HAVE AND TO HOLD the above-described Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust agreement dated February 25, 2002 ("Trust Agreement").

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor, or of a beneficiary of a Grantor trust.

Grantors' representations as to the powers and duties of Land Trustee are acknowledgments only, and Grantor makes no warranties or representations as to any language contained in this deed vesting powers and duties to the Land Trustee.

AS PROVIDED IN SECTION 689.071, FLORIDA STATUTES, Land Trustee is hereby vested with full power and authority to improve, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Land Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property or any part thereof, to lease the Property or any part thereof, from time to time, in possession or reversion, by leases to commence *in presenti* or *in futuro*, and upon any terms and for any period

or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange the Property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about the Property or any part thereof, and to deal with the Property in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Land Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Land Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Land Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Land Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Land Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Land Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-Land Trustees, it is specifically understood that the signature of only one of the Co-Land Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Land Trustee in connection with the property shall be as Land Trustee of an express trust and not individually and the Land Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Land Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Land Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Land Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Land Trustee or for the purpose or with the intention of binding the Land Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the Land Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Land Trustee, and upon a recording in the public records of Orange County, Florida of a death certificate of the Land Trustee, and notice of appointment of a Successor Land Trustee, title to the land described herein shall be deemed to be held by the Successor Land Trustee and to pass to the Successor Land Trustee without the requirement of recording any further or additional documents.

The Land Trustee shall have no personal liability whatsoever for action as Land Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Land Trustee hereunder shall be limited to the property which the Land Trustee holds under the trust agreement referred to above.

And the Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

GRANTOR:

[Signature]  
Print Name: Nicky Dimopoulos

[Signature]  
Jerome A. Klein

[Signature]  
Print Name: Charles Salteman

[Signature]  
Scott D. Klein

[Signature]  
Print Name: [Signature]

[Signature]  
Print Name: Nick Dimopoulos

STATE OF NEW JERSEY  
COUNTY OF Gloucester

The foregoing instrument was acknowledged before me this 22 day of May, 2003, by Jerome A. Klein, who is personally known to me or who has produced Driv License as identification and who did take an oath.

[Signature]  
Name of Authorized Official  
Print Name: Victor Peters  
Title: Notary Public

VICTOR PETERS  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 4, 2003

STATE OF MA  
COUNTY OF NORFOLK

The foregoing instrument was acknowledged before me this 27 day of May, 2003, by Scott D. Klein, who is personally known to me or who has produced MAL # 550011800 as identification and who did take an oath.

[Signature]  
Name of Authorized Official  
Print Name: MAUREEN S. DWYER  
Title: Notary

MAUREEN S. DWYER  
Notary Public  
My Commission Expires July 18, 2004

Prepared by and Return to:  
David R. Woods  
Woods & Woods, P.A.  
612 East Colonial Drive, Ste. 190  
Orlando, Florida 32803

\* Doc Assump: \$ 0.00  
\* Doc Tax : \$ 87.50  
\* Int Tax : \$ 0.00

Property Appraisers Parcel  
Identification Numbers: 3420-670-0217-000/2

## WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

(Wherever used herein the terms "first party" and "second party" 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.)

THIS INDENTURE, made this 05 day of June 2003, between **GERALD J. FRACCARO and JO ANN FRACCARO**, his wife, collectively as Grantor, and party of the first part, and **DARYL M. CARTER**, as Trustee under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the **CARTER - GATLIN LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereafter referred to as "Land Trustee") as party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars (\$10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

Lot 18, Block 1731, PORT ST. LUCIE SECTION THIRTY FIVE, according to the Plat thereof, as recorded in Plat Book 15, Pages 10 and 10A, through 10P, Public Records of St. Lucie County, Florida.

which is hereafter referred to as "the Property")

TO HAVE AND TO HOLD the above-described Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust agreement dated February 25, 2002 ("Trust Agreement").

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor, or of a beneficiary of a Grantor trust.

AS PROVIDED IN SECTION 689.071, FLORIDA STATUTES, Land Trustee is hereby vested with full power and authority to improve, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Land Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property or any part thereof, to lease the Property or any part thereof, from time to time, in possession or reversion, by leases to commence *in presenti* or *in futuro*, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition

or exchange the Property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about the Property or any part thereof, and to deal with the Property in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Land Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Land Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Land Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Land Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Land Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Land Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-Land Trustees, it is specifically understood that the signature of only one of the Co-Land Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Land Trustee in connection with the property shall be as Land Trustee of an express trust and not individually and the Land Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Land Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Land Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Land Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Land Trustee or for the purpose or with the intention of binding the Land Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the Land Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Land Trustee, and upon a recording in the public records of Orange County, Florida of a death certificate of the Land Trustee, and notice of appointment of a Successor Land Trustee, title to the land described herein shall be deemed to be held by the Successor Land Trustee and to pass to the Successor Land Trustee without the requirement of recording any further or additional documents.

The Land Trustee shall have no personal liability whatsoever for action as Land Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Land Trustee hereunder shall be limited to the property which the Land Trustee holds under the trust agreement referred to

above.

And the Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

GRANTOR:

Jill A. Williamson  
Print Name: Jill A. Williamson

Gerald J. Fraccaro  
Gerald J. Fraccaro

Luke Frost  
Print Name: LUKE FROST

Jo Ann Fraccaro  
Jo Ann Fraccaro

Jill A. Williamson  
Print Name: Jill A. Williamson

Luke Frost  
Print Name: LUKE FROST

STATE OF MICHIGAN  
COUNTY OF Grand Traverse

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June 2003, by Gerald J. Fraccaro, who is personally known to me or who has produced Drivers License as identification and who did take an oath.

Jill A. Williamson  
Name of Authorized Official  
Print Name: Jill A. Williamson  
Title CSR

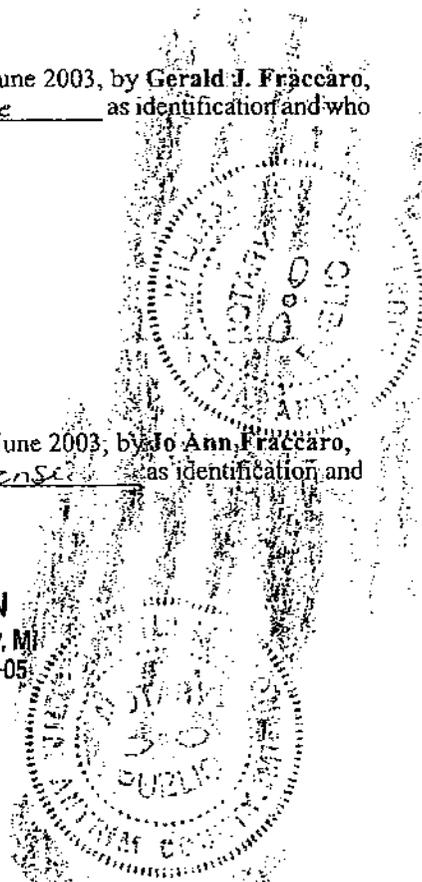
JILL WILLIAMSON  
Notary Public, Antrim County, MI  
My Commission Expires 9-9-05

STATE OF MICHIGAN  
COUNTY OF Grand Traverse

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June 2003, by Jo Ann Fraccaro, who is personally known to me or who has produced Drivers License as identification and who did take an oath.

Jill A. Williamson  
Name of Authorized Official  
Print Name: Jill A. Williamson  
Title CSR

JILL WILLIAMSON  
Notary Public, Antrim County, MI  
My Commission Expires 9-9-05



\* Doc ASSUMP: \$ 0.00  
\* Doc Tax : \$ 157.50  
\* Int Tax : \$ 0.00

Prepared by and Return to:  
David R. Woods  
Woods & Woods, P.A.  
612 East Colonial Drive, Ste. 190  
Orlando, Florida 32803

Property Appraisers Parcel  
Identification Numbers: 3420-670-0214-000/1

## WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

(Wherever used herein the terms "first party" and "second party" 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.)

THIS INDENTURE, made this 17th day of April, 2003, between EDWIN SANTIAGO and OSCAR SANTIAGO, as joint tenants with a right of survivorship, collectively as Grantor, and party of the first part, and DARYL M. CARTER, as Trustee under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the CARTER-GATLIN LAND TRUST, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereafter referred to as "Land Trustee") as party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars (\$10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

Lot 19, Block 1731, of PORT ST. LUCIE SECTION 35, according to the Plat thereof, as recorded in Plat Book 15, Page 10, Public Records of St. Lucie County, Florida

which is hereafter referred to as "the Property")

TO HAVE AND TO HOLD the above-described Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust agreement dated February 25, 2002 ("Trust Agreement").

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor, or of a beneficiary of a Grantor trust.

AS PROVIDED IN SECTION 689.071, FLORIDA STATUTES, Land Trustee is hereby vested with full power and authority to improve, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Land Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property or any part thereof, to lease the Property or any part thereof, from time to time, in possession or reversion, by leases to commence *in presenti* or *in futuro*, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition

or exchange the Property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about the Property or any part thereof, and to deal with the Property in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Land Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Land Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Land Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Land Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Land Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Land Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-Land Trustees, it is specifically understood that the signature of only one of the Co-Land Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Land Trustee in connection with the property shall be as Land Trustee of an express trust and not individually and the Land Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Land Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Land Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Land Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Land Trustee or for the purpose or with the intention of binding the Land Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the Land Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Land Trustee, and upon a recording in the public records of Orange County, Florida of a death certificate of the Land Trustee, and notice of appointment of a Successor Land Trustee, title to the land described herein shall be deemed to be held by the Successor Land Trustee and to pass to the Successor Land Trustee without the requirement of recording any further or additional documents.

The Land Trustee shall have no personal liability whatsoever for action as Land Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Land Trustee hereunder shall be limited to the property which the Land Trustee holds under the trust agreement referred to

above.

And the Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Rachel Lindstrom  
Print Name: RACHEL LINDSTROM

Tommy Lemmis  
Print Name: TOMMY LEMMIS

Rachel Lindstrom  
Print Name: RACHEL LINDSTROM

Tommy Lemmis  
Print Name: TOMMY LEMMIS

GRANTOR:

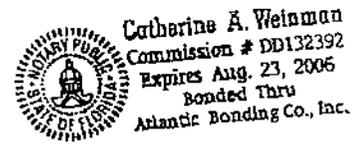
[Signature]  
Edwin Santiago

[Signature]  
Oscar Santiago

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 17th day of April, 2003, by Edwin Santiago, who is personally known to me or who has produced FDI as identification and who did take an oath.

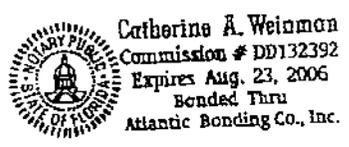
[Signature]  
Name of Authorized Official  
Print Name: Catherine A. Weinman  
Title: Notary Public



STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 17th day of April, 2003, by Oscar Santiago, who is personally known to me or who has produced N/A as identification and who did take an oath.

[Signature]  
Name of Authorized Official  
Print Name: Catherine A. Weinman  
Title: Notary Public





Dean, Mead, Minton & Zwemer  
 1901 South 25th Street, Suite 200  
 P.O. Box 2757 (ZIP 34954)  
 Fort Pierce, FL 34947

(772) 464-7700  
 (772) 464-7877 Fax  
 www.deanmead.com

Attorneys and Counselors at Law  
 Orlando  
 Fort Pierce  
 Gainesville  
 Tallahassee  
 Tampa  
 Vero/Melbourne

W. LEE DOBBINS  
 LDobbins@deanmead.com

Received

August 24, 2016

AUG 29 2016

City of Port St. Lucie  
 City Council

VIA EMAIL AND U.S. MAIL

Mayor Gregory J. Oravec  
 City of Port St. Lucie  
 121 SW Port St. Lucie Boulevard  
 Port St. Lucie, FL 34952

Re: Proposed Starbucks at the Northwest corner of Brescia Street and Gatlin Blvd

Dear Mayor:

I am sending you this letter on behalf of Equitas Management Group, LLC ("Equitas"). Equitas has a contract to purchase the vacant lot on the northwest corner of Brescia Street and Gatlin Blvd (shown as Parcel 1 on the attached sketch), and has been working through the City approval process for the construction of a Starbucks on that corner. Their plan includes the development of 8 lots on the North side of Kenwick Avenue, which Equitas also has under contract (shown on the attached sketch as Parcel 2), as a drainage/retention parcel for the project.

After consulting with the residents living near Parcel 2 and with City Staff, Equitas would like to propose a "land swap" with the City, whereby Equitas would have Parcel 2 conveyed to the City and in return the City would convey to Equitas land on Gatlin Blvd (shown as Parcel 3 on the attached sketch). Equitas could then use Parcel 3 for drainage/retention and the City could keep Parcel 2 as a conservation or recreation tract for the benefit of the adjoining neighborhood. Equitas proposes that the land swap could be accomplished through the following steps:

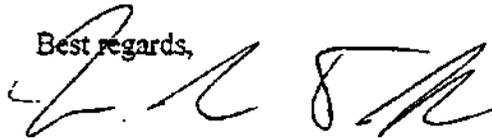
- City Council approval of the land swap as set forth in this letter in concept at a public meeting.
- Equitas will draft a Contract setting forth the terms of the land swap for review and approval by the City Attorney. The Contract would provide that the closing of the land swap would be contingent upon (a) Equitas providing the City with real estate broker opinions of value for Parcel 2 and Parcel 3 (at no cost to the City) that are satisfactory to the City. (b) Equitas providing the City with a survey

(at no cost to the City) describing the exact boundaries for Parcel 3 (approximately .66 acres), and (c) the City amending the future land use and zoning of Parcel 3 to CH land use and CH zoning (at no cost to Equitas).

- Upon approval of the proposed Contract by the City Council, the City and Equitas will sign the Contract.
- After all contingencies under the Contract have been met, a closing will be held. At closing, simultaneously (a) Equitas will assign its contract to purchase Parcel 2 to the City, (b) Equitas will pay the purchase price for Parcel 2, (c) Parcel 2 will be conveyed to the City, and (d) the City will convey Parcel 3 to Equitas. Equitas will provide the City with a title insurance policy for Parcel 2, at Equitas' cost. Equitas will pay all closing costs, including the recording fees and documentary stamp taxes.
- After the closing, the City will rezone Parcel 2 for conservation or recreation and Equitas will seek site plan approval for Parcel 1 and Parcel 3.

We hereby request that the City Council approve in concept the proposed land swap, as set forth above. If possible, we would like this item to be placed on the September 12 City Council agenda. Thank you for your assistance in trying to reach an agreement that is beneficial to all of the parties.

Best regards,



W. Lee Dobbins

WLD:sh

cc: Hal Dodt (via email / with enclosures)  
Patty Tobin (via email / with enclosures)  
Daniel Holbrook (via email / with enclosures)  
Vice Mayor Linda Bartz (via email / with enclosures)  
Councilwoman Michelle Berger (via email / with enclosures)  
Councilwoman Shannon Martin (via email / with enclosures)  
Councilman Ron Bowen (via email / with enclosures)

EXHIBIT "A"



BRESCIA STREET COMP PLAN + REZONING  
 ITEMS 7 B, C + D  
 P16-047, P16-048, + P16-050

2273 SW Kenwick Ave.  
 Port St. Lucie, FL 34953  
 (772) 878-7786

April 30, 2016

Mayor Gregory J. Oravec  
 City of Port St. Lucie  
 121 SW Port St. Lucie Blvd.  
 Bldg. A  
 Port St. Lucie, FL 34984

and  
 City of Port St. Lucie  
 Planning and Zoning Dept.  
 121 SW Port St. Lucie Blvd.  
 Bldg. A  
 Port St. Lucie, FL 34984

Re: P16-047; P16-048; P16-050 SW Brescia St., SW Kenwick Ave. and SW Gatlin Blvd.

Dear Mayor and Planning and Zoning Dept.:

I am writing regarding the proposed plans of development referenced above in my neighborhood. The 2 lots on SW Gatlin Blvd. were designated CH zoning prior to the expansion of SW Gatlin Blvd. and the redesigned northbound entrance ramp to I-95. The close proximity of these lots to the entrance ramp create a safety issue and therefore, access to these lots from SW Gatlin Blvd. has been denied by DOT. The developer has purchased two adjacent lots on SW Kenwick Ave. designated residential and wishes to change the zoning on these lots to CH. The access points would be from our neighborhood main entrance SW Brescia St. with commercial property entrance and exits on my residential street, SW Kenwick Ave.

Traffic into our neighborhood is quite busy, with SW Brescia St. being our main points of entrance and exit. It is already difficult to enter and exit my driveway with the traffic we have now. We and our neighbors enjoy the convenience and easy access to I-95. These streets also are main routes for children to walk to their bus stops and buses to drive their routes. This commercial development would bring a tremendous increase in traffic into our neighborhood and our street. It would prohibit the activities the residents purchased their homes to enjoy (walking, jogging, biking, nature/bird watching and easy access to I-95) and would negatively impact the quality of life and property values we enjoy in our neighborhood.

There are many other sites on SW Gatlin Blvd. that would provide better access to any commercial development, with much easier access. Myself and my neighbors oppose any commercial development in our neighborhood. We believe the best use of these lots would be to remain residential to keep with the residential homes already in place in our neighborhood, the beauty of the natural landscape and preserve the natural habitat of our native animals (turtles, rabbits, bobcats, racoons and birds).

I invite you to come visit our neighborhood at peak rush hours (6:30 -9:00am and 4:00-7:00pm) and on the weekend days.

Sincerely,

  
 Marianne P. Richard

cc: City of Port St. Lucie City Council

OPPOSING REQUEST TO CHANGE GATLIN  
STREET/ BRESCIA RM/RS-2 RESIDENTIAL  
LAND INTO OSC AND HIGHWAY  
COMMERCIAL

Ms Rebecca Mapp  
2201 SW Gray Beal ave  
PSL, FL 34953

RECEIVED

MAY 04 2016

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

SSCPA:P16-047, P16-048,P16-050(BRESCIA STREET PARCELS 12-19/14-17

May 2, 2016

CITY OF PSL PLANNING & ZONING DEPT  
121 SW Port Saint Lucie Blvd  
PSL, FL 34984

Dear Planning & Zoning Dept

I am Ms Mapp, I reside at the above address. 10 years ago I was looking for residential only home sites that commercial industries would not swallow up. I found Gatlin Blvd that was zoned Only Residential .

I purchased a lot and built my home.

Fast forward, Mr Daryl M. Carter request to amend the City of PSL Comprehensive Plan by changing the future land use to designation of property located at Northwest corner of Kenwick ave and Brescia Street, and legally describe as *P16-047 and P16-048 -PSL Section 35, Block 1731, Lots 12-19, from RM (Medium Density Residential) to OSC ( Open Space Conservation) /P16-050 change from RS-2 to CH(Highway Commercial) Section 35, Block 1732, lots 14-17*

The IMPOSING PROBLEMS: Commercial Businesses in this area would cause gridlock and triple traffic flow. DOT has denied them consistently access from Gatlin Blvd., due to the too close proximity to I-95 and the north bound entrance ramp.

This will have an adverse impact on resident's family and children peaceful quality way of life that resides off of Gatlin and Brescia.

Thank You,



Sincerely,

Signature

RECEIVED

MAY 04 2016

4-30-16

DEPARTMENT  
OF PUBLIC WORKS

City of Port St Lucie

you can get coffee at all gas  
stations, Mc Donald, Burger King. We don't  
need to tear up the landscape on Halter  
to have another coffee. It doesn't add  
any beauty to the city just more trash  
to throw out

Thank

Paula A Turner

24811 S.W. Kalissie St

PS Turn, Fla

34953

RECEIVED

MAY 09 2016

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

, 2016

City of Port St. Lucie  
Mayor and City Council  
121 SW Port St. Lucie Blvd.  
Bldg. A  
Port St. Lucie, FL 34984

and

City of Port St. Lucie  
Planning and Zoning Dept.  
121 SW Port St. Lucie Blvd.  
Bldg. A  
Port St. Lucie, FL 34984

Re: Commercial Development of SW Gatlin Blvd., SW Brescia Ave./  
SW Kenwick Ave., and SW Elmwood Ave.  
P16-047; P16-048; P16-050

Dear Mayor, Council Members, and City Planner:

Once again, we have been contacted by the potential commercial buyer of the 4 lots on the corner of SW Gatlin Blvd. and SW Brescia Ave. and the 4 residential lots on SW Kenwick Ave. and 4 residential lots on SW Elmwood Ave. Again, the real estate broker is attempting to sell these properties for commercial development.

We oppose any commercial development in our neighborhood for many reasons:  
*one* Increased traffic entering and exiting our neighborhood on our only main road into our neighborhood and the entrance ramp to I-95 North.

*two* Decrease in our property values with encroachment of commercial development into our neighborhood.

*three* The displacement of the many forms of protected wildlife (bobcats, sandhill cranes, turtles, panther, bird estuaries, armadillos, possums, wild rabbits, squirrels and raccoons) on the lots on SW Kenwick Ave. and SW Elmwood Ave.

*four* Negative impact on our safety and ability to enjoy the beauty of our neighborhood.

We invite you to visit our neighborhood and see the beauty and negative impact commercial development would create.

Sincerely,

*Marianne Swisher Houghton*  
2434 SW Brescia St  
PSL, FL 34983

RECEIVED

MAY 09 2016

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

## John Finizio

---

**From:** Thomas Mullin <TMullin@nasonyeager.com>  
**Sent:** Thursday, May 05, 2016 5:29 PM  
**To:** John Finizio  
**Cc:** Patti Tobin; CityAttorney  
**Subject:** RE: Ordinances for upcoming P&Z meeting  
**Attachments:** 4668\_001.pdf

Hello John –

Please see attached edits to the Ordinance for the small scale comp plan amendment.

As to the others, I reviewed and have no comments or edits.

Let me know if you have any questions.

Thank you,

Tom Mullin

---

### Thomas F. Mullin

Email: [TMullin@nasonyeager.com](mailto:TMullin@nasonyeager.com)

Web: [www.nasonyeager.com](http://www.nasonyeager.com)

Tel: 561-982-7114 | Fax: 561-982-7116



Nason Yeager, Gerson White & Lioce, P.A.  
7700 Congress Ave., Suite 2201 | Boca Raton | FL | 33487

The information contained in this transmission is attorney privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive this communication in error, please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

**From:** John Finizio [mailto:[JFinizio@cityofpsl.com](mailto:JFinizio@cityofpsl.com)]  
**Sent:** Wednesday, April 27, 2016 3:06 PM  
**To:** Thomas Mullin <TMullin@nasonyeager.com>  
**Cc:** Patti Tobin <PTobin@cityofpsl.com>; CityAttorney <CityAttorney@cityofpsl.com>  
**Subject:** Ordinances for upcoming P&Z meeting

Good Afternoon Tom,

As per the new ordinance & resolution policy that we just initiated, I am attaching the ordinances for the following projects which are being reviewed by the P&Z Board on May 3, 2016:

1. P16-047 Brescia Street Parcels 12-19 small scale comp plan amendment,
2. P16-048 Brescia Street Parcels 12-19 rezoning application, and
3. P16-050 Brescia Street Parcels 14-17 rezoning application.

Thanks Tom. Let me know if there is anything else you need, or have any questions.



# CITY OF PORT ST LUCIE

## COUNCIL AGENDA MEMORANDUM

Agenda Item #: \_\_\_\_\_ 10D  
Meeting Date: **November 28, 2016**  
**and Quasi-Judicial Hearing on:**  
**December 12, 2016**

TO: Mayor and City Council

THRU: Patricia Roebing, P.E., Interim City Manager 

FROM: Patricia A. Tobin, AICP, Director Planning and Zoning 

Agenda Item: Ordinance: **16-85** Brescia Street Lots 12-19 – Small Scale Comprehensive Plan Amendment (P16-047)

Submittal Date: 11/14/2016

---

**STRATEGIC PLAN LINK:** This item is consistent with Goal 3: Balanced, Responsible and Sustainable Growth.

**BACKGROUND:** This application will change the future land use of approximately 1.86 acres from RM (Medium Density Residential) to OSC (Open Space Conservation), so the property can be used as a conservation/buffer and drainage area to serve a future commercial development to the south. A rezoning application to Open Space Conservation (OSC) is being reviewed concurrently with this comp plan amendment.

**ANALYSIS:** See attached staff report.

**FINANCIAL INFORMATION:** N/A

**LEGAL INFORMATION:** This ordinance was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on May 5, 2016.

**NOTICE/ADVERTISING:** Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

**PLANNING AND ZONING BOARD:** The Planning and Zoning Board unanimously recommended approval of this small scale comprehensive plan amendment on May 3, 2016.

**SPECIAL CONSIDERATION:** N/A

**PRESENTATION INFORMATION:** Staff may provide a short presentation on this application.

**REQUESTED MEETING DATE:** 11/28/2016

**LOCATION OF PROJECT:** This property is located on the northwest corner of Kenwick Avenue and Brescia Street.

**ATTACHMENTS:** Ordinance, staff report, and recommendation.

PT/JF

