ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this 19th day of July, 2004 by and among Horizons Acquisition 5, LLC, a Florida Limited Liability Company ("Southern Grove") Horizons Acquisition 2, LLC, a Florida Limited Liability Company ("Kennedy Groves"); St. Lucie Associates II, LLLP, a Florida limited liability limited partnership, and St. Lucie Associates III, LLLP, a Florida limited liability limited partnership (collectively "GL"); ACR Properties, LLC, a Florida limited liability company ("Ansca"), (singly "Developer" and collectively "Developers"); and the City of Port St. Lucie, a Florida municipal corporation ("City"), (collectively "Parties.")

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

WHEREAS, Southern Grove owns approximately three thousand one hundred fifty-six (3,156) acres of real property in unincorporated St. Lucie County, Florida ("Southern Grove Property") which is more particularly described in Exhibit "A" attached hereto and made a part hereof, and which shall be annexed into the City as a condition of this Agreement and shall be subject to this Agreement with the City; and

WHEREAS, Kennedy Groves owns approximately one thousand two hundred ninety-four (1,294) acres of real property in unincorporated St. Lucie County, Florida, ("Kennedy Groves Property") which is more particularly described in Exhibit "B" attached hereto and made a part hereof, and which shall be annexed into the City as a condition of this Agreement and shall be subject to this Agreement with the City; and

WHEREAS, GL owns approximately two thousand five hundred fifty (2,550) acres of real property in unincorporated St. Lucie County, Florida ("GL Property"), which is more particularly described in Exhibit "C" attached hereto and made a part hereof, which shall be annexed into the City as a condition of this Agreement and shall be subject to this Agreement with the City; and

WHEREAS, Ansca owns approximately two thousand four hundred fifty-one (2,451) acres of real property in unincorporated St. Lucie County, Florida ("Ansca Property") which is more particularly described in Exhibit "D" attached hereto and made a part hereof, and which shall be annexed into the City as a condition of this Agreement and shall be subject to this Agreement with the City; and

WHEREAS, the Southern Grove Property, the Kennedy Groves Property, the GL Property, and the Ansca Property may sometimes herein be referred to collectively as the "Properties" or "Annexation Properties". The Annexation Properties total approximately nine thousand four hundred fifty-one (9,451) acres; and

WHEREAS, the land use designations on the St. Lucie County Future Land Use Map for the Properties are shown on Exhibit "E" attached hereto and made a part hereof; and

WHEREAS, Southern Grove has submitted an application requesting an amendment to the City's Comprehensive Plan and Future Land Use Map to include the Southern Grove Property within a New Community Development District ("NCD"); and.

WHEREAS, the Developers have petitioned to annex the Properties into the City; and

WHEREAS, the Annexation Properties collectively are or will be contiguous to the boundaries of the City (or road rights-of-way or utility easements which are contiguous to the City), will be reasonably compact, will not result in the creation of enclaves, and will otherwise satisfy all requirements for voluntary annexation set forth in Chapter 171, Florida Statutes; and

WHEREAS, the City has found and determined that the City's interest will be best served by annexing all the Annexation Properties into its municipal boundaries and by entering into this Agreement to ensure that the proposed development of the Annexation Properties is in accordance with the City's Comprehensive Plan and land development regulations; and

WHEREAS, the Developers seek to obtain for the Annexation Properties the benefits and privileges of inclusion within the boundaries of the City which include the designation of the Annexation

Properties on the City's Future Land Use Map and the assignment of zoning categories to allow the most appropriate development of the Annexation Properties and the provision of all services, facilities, and utilities as are available to all residents of the City; and

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

WHEREAS, the Parties desire to enter into this Agreement in order to memorialize their understanding and agreements with respect to the annexation, development, and use of the Annexation Properties; and

WHEREAS, upon the Parties' compliance with their respective obligations under this Agreement, the development of the Annexation Properties will be consistent with the City's Comprehensive Plan and land development regulations; and

WHEREAS, the Parties agree that all of the Annexation Properties shall be annexed into the City together. The Developers have requested that the City annex the Annexation Properties on July 19, 2004; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developers agree as follows:

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

2. Owners. The Developers represent that they are the fee owners of each of their respective Annexation Properties as described above and have lawful authority to petition for the annexation of their respective properties.

3. Annexation. The City hereby acknowledges that the Developers have submitted petitions requesting the voluntary annexation of the Annexation Properties by the City in accordance with Section 171.044, Florida Statutes, ("Annexation Petitions"), and the City agrees to consider and act upon the Annexation Petitions. The Developers commit and agree that while the Annexation Petitions are voluntary, each Developer is prohibited from withdrawing its respective petition and that to do so would result in a breach of this Agreement if annexation of the Properties is approved at second reading of the annexation ordinance on July 19, 2004, or such other date for second reading as established by the Port St. Lucie City Council not later than September 1, 2004. It is the desire of all Parties that the annexations be accomplished as rapidly as possible. In that regard, the Parties agree that the annexation ordinance shall be properly noticed in accordance with Section 171.044(2), Florida Statutes, and scheduled for second reading on July 19, 2004. To the extent legally permissible, the City agrees that in the event that the City fails to adopt the NCD land use for the Southern Grove Property on the same date that the Southern Grove Property is annexed, that the City will immediately take all necessary steps to promptly and expeditiously de-annex the Southern Grove Property and upon de-annexation (contraction) this Agreement shall terminate.

4. Development of the Annexation Properties.

(a) Development Plans for Annexation Properties. The City finds and agrees that residential uses of varying densities, commercial uses, office uses, warehouse/industrial uses, hotels, employment centers, schools, institutional uses, civic uses, and utility uses are appropriate uses of the Annexation Properties and that such uses will benefit the City's residents. The Developers intend to develop the Annexation Properties in accordance with the following development plans (individually, a "Development Plan" and collectively, the "Development Plans"):

(i) Southern Grove intends to request the City's approval of a plan of development for the Southern Grove Property which includes approximately six thousand six hundred (6,600) residential units,

three hundred (300) hotel rooms, and not less than four million one hundred thousand (4,100,000) square feet of non-residential uses ("hereinafter "Southern Grove Development Plan").

(ii) Kennedy Groves intends to request the City's approval of a plan of development for the Kennedy Groves Property which includes approximately four thousand (4,000) residential units and not less than five hundred thousand (500,000) square feet of non-residential uses (hereinafter "Kennedy Groves Development Plan"). The City will not issue any building permits for residential construction, other than model homes, prior to October 1, 2007 for the Kennedy Groves Property.

(iii) GL intends to request the City's approval of a plan of development for the GL Property which includes approximately seven thousand seven hundred (7,700) residential units and not less than six hundred thousand (600,000) square feet of non-residential uses in addition to the industrial/research site to be conveyed pursuant to paragraph 4(h) infra (hereinafter "GL Development Plan"). The City will not issue any building permits for residential construction, other than model homes, prior to October 1, 2008 for the GL Property.

(iv) Ansca intends to request the City's approval of a plan of development for the Ansca Property which includes approximately seven thousand seven hundred (7,700) residential units and not less than eight hundred thousand (800,000) square feet of non-residential uses in addition to the industrial/research site to be conveyed pursuant to paragraph 4(h) infra (hereinafter "Ansca Development Plan"). The City will not issue any building permits for residential construction, other than model homes, prior to October 1, 2008 for the Ansca Property.

(b) The City acknowledges and agrees that pursuant to Section 171.062, Florida Statutes, the existing St. Lucie County Future Land Use Map designations and zoning classifications will govern the development of the Annexation Properties until the City adopts a Comprehensive Plan amendment and a zoning designation as contemplated herein. Nothing herein shall constitute any guarantee of City approval of any specific development application although the City agrees to give timely and fair consideration to all such development applications. The City agrees that the Parties may proceed in

accordance with any permits or approvals granted by other governmental authorities for the Annexation Property as listed in Exhibit "F."

(c) The Parties acknowledge that each of the Annexation Properties are intended to be subdivided into multiple parcels which may be permitted and developed as one or more planned unit developments.

(d) Wetlands. The City acknowledges and agrees that the applicable rules and regulations of the South Florida Water Management District and the Army Corps of Engineers shall govern all wetland jurisdictional determinations and any related wetlands mitigation and that any wetland permit issued by the South Florida Water Management District and the Army Corps of Engineers for any portion of the Annexation Properties shall satisfy all City wetland permitting requirements for the portion of the Annexation Properties subject to such permit.

(e) The City acknowledges that the Annexation Properties may be developed in accordance with the rules and regulations governing developments of regional impact and that upon the annexation of the Annexation Properties the City will become the local government statutorily charged with issuance of DRI development orders for the Annexation Properties. The Developers shall not request from the Department of Community Affairs a preliminary development agreement for the Annexation Properties without prior written approval from the City. Each Developer shall process its property as a development of regional impact. The City reserves the right to petition for and create an area-wide development of regional impact for the Annexation Properties, excluding the Southern Grove Property, as authorized by Section 380.06(25), Florida Statutes, and the Developers, excluding Southern Grove, agree to participate and fully cooperate in the City's establishment and prosecution of an area-wide development of regional impact. The City may require the applicable Developers (other than Southern Grove) to contribute to the funding of the area-wide development of regional impact (prorated based on density). The City shall make its determination as to whether to petition and create an area-wide development of regional impact

within ninety (90) days of the date of this Agreement. If the City decides to proceed with an areawide DRI, then City shall prepare, file, and pursue a development order in a timely and expeditious fashion.

(f) Permitting and Permit Review. As provided herein, the Parties recognize and agree that certain provisions of this Agreement will require the City and/or its boards, departments or agencies, acting in their governmental capacity, to consider certain changes in the City's Comprehensive Plan, zoning ordinances or other applicable City codes, plans or regulations, as well as to consider other governmental actions as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and City ordinances, including notice and hearing requirements, in the exercise of the City's jurisdiction under police power. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on applications for Comprehensive Plan changes and applications for other development. The Parties further recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly in accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing contained in this Agreement shall entitle the Developers to compel the City to take any actions, save and except to timely and fairly process such applications.

(g) Conveyance of School Sites. The Developers will be required to convey to the City of Port St. Lucie all necessary school sites as established by the development of regional impact ("DRI") process and/or development approvals. The provisions of this paragraph 4(g) shall satisfy all requirements for mitigation of the need for school sites for each of the Annexation Properties and the City will take such action as is necessary so that the land contributed by the Developers pursuant to this paragraph will be credited toward the obligation of the Developers for contribution of school sites. The City shall deal directly with the School Board for the conveyance of any necessary school sites. The sites are defined as follows: A minimum of fifteen (15) acres for each elementary school, twenty-five (25) acres for each middle school, and forty-five (45) acres for each high school. The total number of each type of school will be determined by the City in cooperation with the School Board provided, however, there shall be at a minimum four (4) elementary schools, two (2) middle schools and one (1) high school unless

otherwise determined through the DRI process. Schools shall not be located directly on any arterial roadway. To the extent that the County's school impact fees include a component for land acquisition, the Developers may seek and the City will support impact fee credit for such sites.

(h) Conveyance of Industrial/Research Park Site. To mitigate for the impacts of their development, GL and Ansca shall, subject to paragraph 14, convey to the City a two hundred fifty (250) acre site known as the industrial/research park to be located between Becker Road and the C-23 Canal on or before October 31, 2007. Said property is to be conveyed to the City by GL and Ansca to provide enhanced economic development opportunities to the City. Failure to provide said property within the time frame specified, which failure is not cured within the applicable cure period set forth in paragraph 13, will result in withholding of all further development approvals as provided in paragraph 13.

(i) Conveyance of Fire Service Sites. The Developers shall convey to the City all necessary property for fire services as established by the DRI process and/or development approvals. The provisions of this paragraph 4(i) shall satisfy all requirements for mitigation of the need for fire and emergency services sites for each of the Annexation Properties and the City will take such action as is necessary so that the land contributed by the Developers pursuant to this paragraph will be credited toward the obligation of the Developers for contribution of fire and emergency service sites. The City shall deal directly with the Fire District for the conveyance of any necessary fire service sites. The sites are defined as follows: The minimum site shall be no less than two and one-half (2.5) acres per station. However, additional property may be required to provide the necessary services to address the non-residential emergency service needs for the proposed non-residential properties and to provide services to I-95. The number and location of each station will be determined by the City in cooperation with the Fire District consistent with adopted standards for station size, number and location. To the extent that the applicable fire and emergency services impact fees include a component for land acquisition, the Developers may seek and the City will support impact fee credit for such sites.

(j) Conveyance of University Site. Subject to paragraph 14, Southern Grove shall reserve one hundred fifty (150) acres of Net Usable Property (as defined in paragraph 4(n)) within the Southern

Grove Property as determined by Southern Grove, for a period of ten (10) years for the purpose of establishing a four-year university/college whereupon within thirty (30) days of Southern Grove's receipt of written evidence of committed funding to construct such university/college, Southern Grove shall convey one hundred fifty (150) acres to such university/college subject to the further requirements of this paragraph. If funding to construct such a university/college is not in place within that ten (10) year period, then Southern Grove is no longer required to reserve the one hundred fifty (150) acres and such acreage shall be released from this restriction. The City may, at its sole option, reduce the period of time for which the one hundred fifty (150) acres must be reserved for said university/college, or terminate the requirement for said reservation prior to the expiration of the ten (10) year period. It is anticipated that the reserved acreage will be utilized to establish a four-year accredited public university within the City of Port St. Lucie; however, in the event that such reserved acreage is used for a private university/college, then such private university/college shall be required to pay fair market value to Southern Grove for such reserved property.

(k) Convevance of Park Sites.

(i) Subject to paragraph 14, on or before October 31, 2007, GL and Ansca shall convey to the City a one hundred (100) acre regional park site. Said one hundred (100) acre park site shall be Net Usable Acres (as defined in paragraph 4 (n)).

(ii) Southern Grove shall convey to the City eighty (80) Net Usable Acres (as defined in paragraph 4(n)) of neighborhood and community park sites pursuant to such requirements as established in a DRI development order and development approvals.

(iii) Kennedy Groves shall convey to the City fifty (50) Net Usable Acres (as defined in paragraph 4(n)) of neighborhood and community park sites pursuant to such requirements as established in a DRI development order and development approvals.

(iv) In addition to the regional park site, GL shall convey to the City ninety (90) Net Usable Acres (as defined in paragraph 4(n)) of neighborhood and community park sites pursuant to such requirements as established in a DRI development order and development approvals.

(v) In addition to the regional park site, Ansca shall convey to the City ninety (90) Net Usable Acres (as defined in paragraph 4(n)) of neighborhood and community park sites pursuant to such requirements as established in a DRI development order and development approvals.

(vi) All public parks shall be connected to arterial roads by bike and pedestrian paths (which may be combined), which shall be provided at time of platting. Each combined bike/pedestrian path shall be eight (8) feet wide and shall be separate from all roadway surfaces although the bike/pedestrian path may be located within the road right-of-way. All public parks shall be spaced approximately one (1) mile apart. All park site locations must be approved by the City.

(vii) No credit shall be given against the parks requirement for golf course properties.

(l) Conveyance of Civic Sites. Subject to paragraph 14, the Developers shall convey to the City a total of twenty-five (25) acres, to be equitably allocated among the Developers on an approximate pro-rata basis based on the anticipated residential density for the Southern Grove Property, the Kennedy Groves Property, the GL Property and the Ansca Property as set forth in this Agreement, for civic uses such as libraries and courthouses and other public purposes pursuant to such requirements as established in a DRI development order and development approvals.

(m) Set Aside of Private Institutional Sites. The Developers shall set aside and reserve, for sale to third parties, a minimum of one hundred (100) non-contiguous acres for private institutional uses, such as religious institutions, clubs, private schools and adult congregate living facilities. The Developers shall not be required to dedicate such private institutional sites to the City. The Developers shall make such reservations on an approximate pro-rata basis based on the anticipated residential density for the Southern Grove Property, the Kennedy Groves Property, the GL Property and the Ansca Property as set forth in this Agreement.

(n) Conveyance of Lands to the City. All land conveyed to the City pursuant to this Agreement shall be conveyed at no cost to the City in fee simple title, free and clear of all liens or encumbrances and shall be calculated as Net Usable Acres as defined hereafter. The City agrees to accept title to those properties owned by GL and Ansca subject to agricultural leases in effect as of the

date of this Agreement provided such leases expire on or before June 30, 2008 (as to the GL Property) and June 30, 2007 (as to the Ansca Property), or provided the City provides one hundred ninety (190) days' notice to Ansca that such lands conveyed to the City are needed for their intended purpose prior to June 30, 2007 (as to the Ansca Property). The City agrees to accept title to those properties conveyed by Southern Grove or Kennedy Groves with the understanding that such properties when conveyed may be farmed or utilized for agricultural purposes by Southern Grove and/or Kennedy Groves (or their designees) until June 30, 2007 or such later date as the City, upon one hundred twenty (120) days' written notice to Southern Grove or Kennedy Groves, as applicable, designates that such lands conveyed to the City are needed for their intended purpose. Unless otherwise set forth herein as to any specific conveyance, such land conveyances shall be restricted to those public uses which are compatible with existing or proposed development of adjacent properties. As used herein, the term "Net Usable Property" or "Net Usable Acres" shall mean that the acreage of the particular property to be dedicated shall be net of and not include, any wetlands on such property, any environmental contaminants, any road rights-of-way or off-site drainage facilities, or any easements or protected species which adversely affect the use of such area for its intended purpose.

5. Transportation Facilities. Development of the Properties will impact certain City roads, therefore the Developers have agreed to enhance the City's transportation network as follows:

(a) Becker Road Interchange Justification Report. Southern Grove shall pay the total cost required for the Interchange Justification Report ("IJR") for the Becker Road/I-95 Interchange ("Becker Interchange") in an amount not to exceed one million five hundred thousand dollars ($1,500,000). Within fifteen (15) days of the City's written approval of the IJR consultant's contract, Southern Grove shall pay to the City the sum of four hundred thousand dollars ($400,000.00). The remaining balance of one million one hundred thousand dollars ($1,100,000) shall be paid on or before the later of October 4, 2004, or the City's written approval of the IJR consultant's contract. To the extent such payments are due and unpaid, then the failure to make said required payment not cured within the applicable cure period will result in the withholding of all development review and approvals for Southern Grove as provided in paragraph 13.

Upon the completion of the IJR or by October 1, 2007, whichever is earlier, the City shall provide to Southern Grove an accounting of all costs incurred and will remit back to Southern Grove any excess funds, including interest earned on such funds. "Effective NCD Plan Amendment" shall mean that the NCD land use is effective in accordance with Section 163.3189(2)(a), Florida Statutes, and all appeal periods have expired with respect thereto. If the Effective NCD Plan Amendment or Comprehensive Plan amendment acceptable to Southern Groves (Comprehensive Plan Approval") has not occurred by the Election Date (as defined in paragraph 14), then at Southern Grove's option, the City shall be required to repay Southern Grove all monies previously advanced by Southern Grove pursuant to this paragraph together with interest earned at the rate of two (2%) percent per annum and Southern Grove shall be entitled to repayment as follows: Southern Grove or any other property designated by Southern Grove being developed in the City (such as the St. Lucie West and/or the Tradition projects) shall be entitled to offset any City portion of the road impact fee obligations owed in connection with such properties against road impact fee obligations owed to the extent of any monies advanced including interest thereon. If all monies to be repaid to Southern Grove have not been credited against such obligations within two (2) years after the Termination Election (as defined in paragraph 14) then the City shall pay the balance to Southern Grove two (2) years after the Termination Election.

(b) Becker Interchange Property Acquisition West. Within ninety (90) days of written notice to Southern Grove of the City receiving final Florida Department of Transportation approval and approval of other applicable government agencies of the final IJR report and approval of a PD&E and such other approvals as are required to commence construction of the Becker Interchange, or the date of the Comprehensive Plan Approval, whichever is later, Southern Grove shall convey the property necessary to construct that portion of the Becker Interchange located within their development west of I-95 by conveyance as generally shown in Exhibit "G."

(c) Becker Interchange Property Acquisition East. Within sixty (60) days of the date of this Agreement, Southern Grove shall pay to the City seven million dollars ($7,000,000) for the cost of the acquisition of the properties east of I-95 required for the construction of the Becker Interchange as generally shown in Exhibit "G." Upon completion of acquisition of all anticipated properties the City will

provide an accounting of all expenditures incurred including reasonable administrative costs and remit any excess and surplus funds to Southern Grove. Funds expended for properties not needed for the Becker Interchange shall be remitted back to Southern Grove together with any interest earned thereon. Southern Grove acknowledges that the City has already commenced the property acquisition process and incurred substantial expenses which shall be charged against this payment. In the event the IJR is not approved by all applicable governmental agencies by October 1, 2007, then the City shall repay to Southern Grove all funds contributed by Southern Grove together with all interest earned thereon for the acquisition of the properties for the Becker Interchange not later than October 1, 2009. Southern Grove shall have no obligation for any costs of acquisition that exceed seven million dollars ($7,000,000). The City may utilize funds identified in paragraph 4(a) to acquire right-of-way to the extent that the costs thereof exceeds seven million dollars ($7,000,000). If the Comprehensive Plan Approval has not occurred by the Election Date, then at Southern Grove's option, the City shall be required to repay Southern Grove all monies previously advanced by Southern Grove pursuant to this paragraph together with interest earned at the rate of two (2%) per cent annum and Southern Grove shall be entitled to repayment as follows: Southern Grove or any other property designated by Southern Grove being developed in the City (such as the St. Lucie West and/or the Tradition projects) shall be entitled to offset any City portion of the road impact fee obligations owed in connection with such properties against road impact fee obligations owed to the extent of any monies advanced including interest thereon. If all monies to be repaid to Southern Grove have not been credited against such obligations within two (2) years after the Termination Election then the City shall pay the balance to Southern Grove two (2) years after the Termination Election.

(d) Becker Interchange Engineering and Construction. Subject to paragraph 14, on or before the later of sixty (60) days of written notice to Southern Grove of the City receiving Florida Department of Transportation approval and approval of other applicable government agencies of the final IJR report and approval of a PD&E and such other approvals as are required to commence construction of the Becker Interchange or the "Election Date" as hereinafter defined, Southern Grove shall pay to the City the sum of fifteen million dollars ($15,000,000), approximately one-half of the anticipated engineering and

construction-related costs of the Becker Interchange. Three hundred sixty-five (365) days thereafter Southern Grove shall pay to the City an additional sum of fifteen million dollars ($15,000,000) for a total of thirty million dollars ($30,000,000) for the Becker Interchange. Said Becker Interchange shall be constructed as a six-lane roadway section, including all bridge structures. Southern Grove shall be responsible for funding all costs associated with, but not limited to, the administration, design and construction of the Becker Interchange at the times set forth above, up to an amount not to exceed thirty million dollars ($30,000,000), including all necessary and reasonable expenses and change orders approved by the City and/or required by the Florida Department of Transportation. Upon completion and acceptance of the Becker Interchange by the City and the Florida Department of Transportation, or six (6) years after the initial fifteen million dollar ($15,000,000) payment to the City, if the City has not completed the design and construction of the Becker Interchange, the City shall provide a full cost accounting of all expenditures associated with this project and remit to Southern Grove all remaining funds, plus interest thereon at two (2%) per cent per annum, previously paid by Southern Grove pursuant to this paragraph and paragraph 5(c). The maximum cost to Southern Grove pursuant to this paragraph 5(d) for the Becker Interchange shall not exceed thirty million dollars ($30,000,000), and the City shall be responsible for any amounts in excess of thirty million dollars ($30,000,000). Upon payment to the City as set forth above the City agrees to promptly commence and proceed diligently to complete the construction of such Becker Interchange.

(e) Becker Road West.

(i) Subject to paragraph 14, within one (1) year of the date of this Agreement each Developer shall convey to the City the right-of-way for Becker Road within the Developer's portion of the Annexation Properties, west from the Becker Interchange to the western boundary of the Annexation Properties. Unless otherwise agreed to by the City, the right-of-way for the extension of Becker Road shall be one hundred fifty (150) feet in width.

(ii) Subject to paragraph 14, Southern Grove shall be required to pay to the City the estimated cost of constructing a four lane divided roadway section on Becker Road from west of the Becker Interchange to Village Parkway and a two-lane roadway section from Village Parkway to the

western boundary of the Southern Grove Property in the area defined in Exhibit "A" within sixty (60) days of the City owning such right-of-way and signing a contract for the construction of such portion of Becker Road from the Becker Interchange.

(iii) Subject to paragraph 14, Kennedy, Ansca and GL shall be required to pay to the City the estimated cost of construction of a two-lane roadway section on Becker Road through their properties to its ultimate terminus at Range Line Road within sixty (60) days of the City owning such right-of-way and signing a contract for the construction of the Becker Interchange.

(iv) Becker Road shall be designed for the future expansion to a six-lane divided roadway. All stormwater facilities will be designed, sized and constructed to accommodate a future six-lane divided roadway section. Said construction is to be completed simultaneously with the acceptance and completion by the Florida Department of Transportation of the Becker Interchange. Said design, construction and administrative costs associated with the construction of said roadway will reflect the Florida Department of Transportation's current estimates for similar roadway construction. The City at its election may choose to allow the Developer(s) to contract for the construction and/or design of the roadways upon such terms and conditions as may be mutually acceptable.

(f) Becker Road East of I-95 to the Florida Turnpike. To further enhance the City's transportation network it will be necessary to four-lane Becker Road from the Becker Interchange eastward to the western terminus of the Florida Turnpike interchange. Subject to paragraph 14, GL and Ansca shall fund the design, construction, property acquisition for stormwater drainage (but no other property acquisition) and all associated expenses of a four-lane divided roadway section within a one hundred (100) foot right-of-way pursuant to City standards. Said design, construction and administrative costs associated with the construction of said roadway will reflect the Florida Department of Transportation's then current estimates for similar roadway construction. Said funds shall be delivered to the City within sixty (60) days of acceptance of the IJR by the Florida Department of Transportation. The failure to provide said funds within the applicable cure period provided in paragraph 13 shall result in the withholding of all development review and approvals for the Ansca Property and GL Property. Said construction is to be completed simultaneously with the completion of the Becker Interchange.

Furthermore, all stormwater facilities will be designed, sized and constructed to accommodate a future six-lane divided roadway section as is required for the western extension of Becker Road. The City agrees to use its powers of eminent domain to acquire any land which is necessary for stormwater drainage for said roadway or any easements which are necessary because of the design of said roadway, provided GL and Ansca fund the costs thereof pursuant to this paragraph. The maximum cost to GL and Ansca combined for the design, construction, property acquisition for stormwater drainage and other costs pursuant to this paragraph shall be twenty-five million dollars ($25,000,000), and the City shall be responsible for any amounts in excess of twenty-five million dollars ($25,000,000). Upon completion and acceptance of the roadway by the City, the City shall provide a full cost accounting of all expenditures associated with this project and remit to Ansca and GL all remaining funds. The City at its election may choose to allow the Developer(s) to contract for the design and/or construction of the roadways contemplated in paragraphs 5(e) or (f) upon such terms and conditions as may be mutually acceptable.

(g) Village Parkway. Subject to paragraph 14, the right-of-way for Village Parkway shall be conveyed to the City within one (1) year of the date of this Agreement. Subject to paragraph 14, Southern Grove shall construct Village Parkway from Gatlin Boulevard to Becker Road prior to completion of the Becker Interchange. Village Parkway shall be constructed with a one hundred fifty (150) foot right-of-way to a four-lane divided urban roadway section with pedestrian/bike facilities on both sides of the roadway; however, Southern Grove shall design Village Parkway for the future expansion to a six-lane divided roadway section. Said construction of roadway will conform to all City roadway standards applicable to a four-lane divided section. Furthermore, all stormwater facilities will be designed, sized and constructed to accommodate a future six-lane divided roadway section.

(h) Road Network. Subject to paragraph 14, the Developers shall convey a roadway network consistent with the Urban Land Institute (ULI) roadway recommendations and more specifically arterial roadways as per Exhibit "H" which includes not less than three (3) north-south and four (4) east-west arterials, in addition to Becker Road and Village Parkway. Subject to paragraph 14, the right-of-way for all of these arterials shall be conveyed to the City (and restricted as road rights-of-way, stormwater and utility uses unless such restriction is waived in writing by the Developer conveying such right-of-way)

within one (1) year of the date of this Agreement or as to Southern Grove, the date of the Effective NCD Plan Amendment whichever occurs later. Said rights-of-way shall be one hundred fifty (150) feet in width with curb and gutter section. Each arterial roadway segment shall be turned over to the City upon completion and approval by the City. No arterial or collector roadway will be deemed available for public utilization until written approval by the City of Port St. Lucie. To the extent that any Developer is obligated to construct such roadway, upon completion of the one-year warranty period each Developer shall submit the roadway to the City for acceptance of the maintenance responsibility.

(i) Paar Bridge Right-of-Way. Subject to paragraph 14, on or before the later of eighteen (18) months of the date of this Agreement or six (6) months after the acreage needed for the Paar Bridge right-of-way located on the Southern Grove Property is determined by the City, Southern Grove shall convey to the City those properties necessary for the construction of the Paar Bridge crossing (over I-95) as generally shown on Exhibit "I" of this Agreement within the boundaries of the Southern Grove Property (and restricted as road rights-of-way, stormwater and utility uses unless such restriction is waived in writing by Southern Grove). In the event the Paar Bridge is not permitted within twenty-five (25) years from the date of this Agreement such right-of-way will revert back to Southern Grove.

(j) Interchange #2 .

(i) Subject to paragraph 14, six (6) months after the acreage needed for Interchange #2 located on the Southern Grove Property is determined by the City and upon GL and Ansca making their first five million dollars ($5,000,000) respective contribution to the City as required by paragraph 5(j)(ii), the City shall purchase from Southern Grove at Southern Grove's acquisition cost plus an eight (8%) percent per annum escalator and upon such payment Southern Grove shall convey to the City those properties necessary for the construction of a second interchange at I-95 ("Interchange #2") as generally shown on Exhibit "I" west of I-95 within the boundaries of the Southern Grove Property. Said properties shall be restricted as road right-of-way, utility uses and stormwater uses unless such restriction is waived in writing by Southern Grove or is deemed released as provided in paragraph 5(j)(ii)(b) and if such restriction is released, then restricted to uses compatible with existing or proposed development of adjacent properties). In the event the second interchange is not permitted within twenty-five (25) years

from the date of this Agreement, Southern Grove shall have the right, but not the obligation, to repurchase such Interchange #2 area acquired from Southern Grove for the amount paid Southern Grove for such interchange with a two (2%) percent per year escalator.

(ii) To further enhance the City's transportation network GL and Ansca recognize that there may be a requirement for a second interchange between Gatlin Boulevard and Becker Road. In recognition of that future need and in consideration for vesting for transportation concurrency impacts, subject to paragraph 14, GL and Ansca shall pay to the City five million dollars ($5,000,000) each for the construction of Interchange #2 within twenty-four (24) months of the date of this Agreement and an additional five million dollars ($5,000,000) each within thirty-six (36) months of the date of this Agreement. The City shall deposit said funds in an interest bearing account reserved solely for this purpose and can expend these funds only for costs directly related to the planning, design, permitting, property acquisition, administration and construction of said interchange. In the event the second Interchange #2 is not permitted within twenty-five (25) years of this Agreement, (a) if Southern Grove repurchases said Interchange #2 from the City, the City shall repay any excess funds to GL and Ansca with any interest accrued thereon, together with all funds received from Southern Grove pursuant to such repurchase of Interchange #2, or (b) if Southern Grove does not exercise its right to repurchase Interchange #2, the City shall repay any excess funds to GL and Ansca with any interest accrued thereon and shall convey to GL and Ansca said Interchange #2 free and clear of all encumbrances and at no cost to GL and Ansca, whereupon the restriction for road right of way, utility uses and stormwater uses shall be deemed released, however, the property shall remain restricted to a use which is compatible with the existing or proposed development of adjacent properties.

(k) Range Line Road. All east-west arterial roads contemplated in this Agreement shall connect to Range Line Road. All costs associated with the intersection connections to Range Line Road shall be the responsibility of Kennedy Groves, GL and Ansca as to the east-west connector owned by such Developer.

(l) Vesting. The City acknowledges and agrees that the Developer's obligations under this Agreement will expedite the construction of transportation facilities which will significantly benefit the

City's transportation network and mitigate the impacts of the development of the Annexation Properties on the Becker Interchange, Becker Road to Village Parkway, and all other roads west of I-95 and all roads east of I-95. Except for the obligations set forth in this Agreement, the City acknowledges and agrees that the Developers will have no responsibility for any other road improvements other than such Developers' project roads and traffic control devices and related intersection improvements for roads as shown on Exhibit "H."

(i) The City hereby finds and agrees that this Agreement constitutes a Vested Rights Determination of the City Council pursuant to City Code Section 160.27(A) for purposes of transportation obligations. The execution and compliance with the terms of this Agreement shall exempt the Annexation Properties from the City's Concurrency Management System for transportation impacts only for the uses and densities/intensities described in each of the Development Plans above or any combination of uses which do not generate more transportation impacts than those uses described in each of the Development Plans.

(ii) The City agrees that it shall defend and support this vesting before the Treasure Coast Regional Planning Council, the Florida Department of Community Affairs, all other agencies and any third parties.

(iii) The Parties agree that if any Developer ("Defaulting Developer") fails to perform any of the transportation or other requirements imposed by this Agreement within the applicable cure period set forth in paragraph 13 below, then such breach shall result in the withholding of all further development review and approvals, including but not limited to building permits, with respect to the portion of the Annexation Property owned by such Defaulting Developer until such default is later cured by such Defaulting Developer. Additionally in the event a Developer is in default of such transportation or other requirement not cured within the applicable cure period, then any other Developer or Developers ("Curing Developer(s)") shall have the right but not the obligation to fulfill the Defaulting Developer's obligations (the reasonable third party costs incurred in curing such breach together with interest thereon at the rate of eighteen per cent (18%) per annum from the date advanced by such party until paid together with all

costs of collection, including but not limited to attorneys' fees and costs through all trial and appellate levels, are hereinafter collectively referred to as "Cure Costs") and the Defaulting Developer shall reimburse the Curing Developer upon demand for such Cure Costs. Upon such reimbursement, such Defaulting Developer will again be entitled to obtain development review and approvals, including but not limited to, building permits. The Defaulting Developer, in such event, shall be excluded from the vesting benefits of this Agreement for so long as that Defaulting Developer is in default unless and until the Cure Costs are reimbursed or such default is cured by the Defaulting Developer.

(iv) The City hereby agrees to apply for the following Comprehensive Plan amendments at the time of its first available Comprehensive Plan amendment process in 2005 and to process diligently to complete by no later than July 1, 2006 so that on or before July 1, 2006, the City will: (i) add the Village Parkway Extension, Becker Road west of I-95 to Range Line Road, the Becker Interchange, Becker Road east of I-95 to the Florida Turnpike and the roads identified on Exhibit H, to the City's Capital Improvement Element and/or Transportation Element of its Comprehensive Plan; (ii) adopt a thoroughfare plan which includes the Village Parkway Extension, Becker Road west of I-95 to Range Line Road, the Becker Interchange, Becker Road east of I-95 to the Florida Turnpike and the roads identified on Exhibit H; and (iii) request that the Village Parkway Extension, the extension of Becker Road to Range Line Road, Becker Road east of I-95 to the Florida Turnpike and the roads identified on Exhibit H be added to the Metropolitan Planning Organization's Long Range Transportation Plan. Providing the Developers have met their obligations pursuant to this Agreement, the City further agrees to take no action which would cause the removal of any roads addressed in this Agreement from the Long Range Transportation Plan of the St. Lucie County Metropolitan Planning Organization ("MPO").

(m) All landscaping of arterial and collector roadways shall meet the Florida Department of Transportation standards specifically but not limited to site distance and clear zone requirements.

(n) All regulatory signage and traffic control devices on public roads shall meet the Manual of Uniform Traffic Control Devices (MUTCD) and be approved by the City.

(o) Notwithstanding anything to the contrary in this Agreement the following provisions shall apply to the alignment, conveyance and construction of road rights-of-way and roadways:

(i) Exhibit "H" shows the general locations of proposed roadways and serves as a guideline for the location of such roadways; however, the final locations of such roadways shall be approved by the City as expeditiously as possible after receiving proposals on such locations from the Developers. To the extent practicable, the City shall endeavor to align such roadways along common property lines of the Annexation Properties (i.e. one-half on each property boundary) so as to minimize the bisecting of any Annexation Property. In that regard, in the event the alignment of any such roadways hereafter changes such that any of the conveyances made hereunder by the Developers is not in the proper location, the Developers shall promptly convey to the City all necessary rights-of-way over their respective Properties corresponding to the final alignment of such roadways, and simultaneously therewith, the City, at no cost to the Developers, shall promptly re-convey to the applicable Developers any rights-of-way previously conveyed by such Developers which lies outside the final alignment of such roadways;

(ii) In connection with any conveyance of road right-of-way required by this Agreement, the Developers shall also convey or provide, as applicable: (a) a ten (10) foot utility easement (for utilities other than water, sewer and reclaimed water) adjacent to and on the outside of the road right-of-way on both sides, provided that the conveying Developer may provide that any easement for telecommunication facilities that serves its properties may be exclusive to such party as it designates without affecting the right of telecommunication easements in favor of others which are not utilized to serve such conveying Developer's Property, provided if the service provider is the same for more than one Developer then a common line may be used, (b) an easement(s) on such Developer's Property for the construction, maintenance and use of retention pond(s) on such Developer's Property to take in and accommodate stormwater run-off from the portions of the road right-of-way adjacent to such Developer's Property, and (c) an easement on such Developer's Property to allow for the construction of roads within the conveyed rights-of-way, and such permanent easements as may be deemed necessary by the design

of the roadway. The City will accept road right-of-way conveyances subject to a reservation of a construction easement to the grantor. Each Developer may restrict such road right-of-way conveyed for road, stormwater and utility purposes only;

(iii) If a Developer is required by this Agreement to dedicate right-of-way for more lanes of a roadway section than the Developer is required to construct (i.e., the Developer is required to dedicate right-of-way for a six lane roadway section but the Developer is only required to construct four (4) lanes of such section), then the Developer shall be required to construct the outermost lanes of such roadway section rather than the innermost lanes. If, however, the Developer is only required to construct two (2) lanes of a roadway within a right-of-way sized to accommodate more lanes, then the Developer may construct those two lanes on one side of the right-of-way, in accordance with plans approved by the City.

6. Community Development Districts. The City agrees that one or more community development districts ("CDD") may hereafter be established, or the boundaries of an existing CDD may hereafter be modified, or any combination of the foregoing, by each Developer to provide services to any portion of the Annexation Properties owned by such Developer. Any such CDD established by a Developer may plan, finance, acquire and construct community infrastructure that may benefit all or portions of the Annexation Properties owned by such Developer. The City further agrees that it is appropriate to grant any CDD that may hereafter be established with respect to the Annexation Properties the right to exercise the powers granted to it by Chapter 190, Florida Statutes, with the exception of wastewater treatment plants or potable water. No CDD established hereunder shall be in the business of the resale of bulk potable water or bulk wastewater services.

7. Future Land Use and Zoning. The City acknowledges that an application requesting an amendment to the City's Comprehensive Plan and Future Land Use Map to designate a portion of the Annexation Properties to the NCD land use has been submitted by Southern Grove to the City. The City agrees to review and consider the adoption of the requested Comprehensive Plan amendment as

required by Section 163.3184(7), Florida Statutes. The City further agrees to complete its review and consideration of the Comprehensive Plan amendment and to otherwise proceed as required by Section 163.3184(7), Florida Statutes, and to consider the rezoning of a portion of any of the Annexation Properties consistent with its Comprehensive Plan designation as required by Section 163.3202, Florida Statutes, in accordance with City policies. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on applications for Comprehensive Plan changes and applications for other development, nor affect the rights of the Developers at law or equity.

All proposed land uses shall be consistent with the City's Comprehensive Plan and any subsequent amendment thereto.

8. Utilities. The City agrees to provide potable water and wastewater capacities sufficient to meet the demands of the Annexation Properties based on the Development Plans and on the City's approval of the Developers' utility master plans. However, this should not be construed as a commitment to provide specific service to any given parcel within the Annexation Properties until approvals by all necessary regulatory agencies have been obtained; construction plans have been approved by the City; a Utility Service Agreement / Permit to Connect has been fully executed by the applicable Developer; and all applicable fees have been paid to the Utility for that parcel.

(a) Subject to paragraph 14, on or before one (1) year after the date of this Agreement or ~~by~~ the Election Date whichever is later, each of the Developers shall convey all parcels of land referenced below to the City in fee simple title, free and clear of any and all encumbrances, and at no cost to the City, for the construction of future City-owned and maintained utility facilities. The City agrees to accept title to those parcels owned by the Developers subject to the provisions of paragraph 4(n). Said conveyances shall consist of the following:

(i) Southern Grove shall convey six (6) one-half acre utility sites. Three (3) of said sites shall be located east of the proposed north / south arterial road N/S "C", not more than three hundred (300) feet south of proposed east / west arterial road E/W #1, and shall be spaced a minimum of two thousand (2,000) feet and a maximum of two thousand four hundred (2,400) feet apart. The remaining three (3) sites shall be located not more than three hundred (300) feet north of the proposed

east / west arterial road #3, and shall be spaced a minimum of two thousand (2,000) feet and a maximum of two thousand four hundred (2,400) feet apart.

(ii) Kennedy Groves shall convey a site consisting of twenty-five (25) Net Usable Acres for a future utility facility. The site shall be located adjacent to Range Line Road and not more than five hundred (500) feet south of the proposed east / west arterial road #1, with access provided from Range Line Road and access and utility easements shall be provided from the subject proposed arterial road #1

(iii) Kennedy Groves shall convey a two (2) acre parcel for a future utility facility. The site shall be located not more than three hundred (300) feet east of the proposed north / south arterial road N/S "A" and not more than three hundred (300) feet south of proposed east / west arterial road E/W #1. Access and utility easements shall be provided from the subject proposed arterial roads.

(iv) Kennedy Groves shall convey four (4) one-half acre utility sites. Three (3) of said sites shall be located west of the proposed north / south arterial road N/S "C", not more than three hundred (300) feet north of proposed east / west arterial road E/W #3, and shall be spaced a minimum of two thousand (2,000) feet and a maximum of two thousand four hundred (2,400) feet apart. The remaining one (1) site shall be located in the vicinity of the intersection of proposed north / south N/S "A" and proposed east / west arterial road E/W #1, not more than three hundred (300) feet south of proposed east / west arterial road E/W #1. Access and utility easements shall be provided from the subject proposed arterial roads.

(v) Ansca shall convey a two (2) acre parcel for a future utility facility. The site shall be located not more than three hundred (300) feet east of proposed north / south arterial road N/S "A," a maximum of one thousand (1,000) feet south of proposed east / west arterial road E/W #4. Access and utility easements shall be provided from the said proposed arterial road.

(vi) Ansca shall convey a ten (10) acre parcel for a future utility facility. The site shall be located not more than one thousand (1,000) feet west of proposed north / south arterial road N/S "B" and not more than three hundred (300) feet north of Becker Road. Access and utility easements shall be provided from said proposed arterial road or from Becker Road.

(vii) GL shall convey six (6) one-half acre utility sites. Three (3) sites shall be located not more than three hundred (300) feet south of proposed east / west arterial road E/W #1, and shall be spaced a minimum of two thousand (2,000) feet and a maximum of two thousand four hundred (2,400) feet apart. The remaining three (3) sites shall be located not more than three hundred (300) feet north of the proposed east / west arterial road #3, and shall be spaced a minimum of two thousand (2,000) feet and a maximum of two thousand four hundred (2,400) feet apart. Access and utility easements shall be provided to each site.

(viii) GL shall convey two (2) 2-acre sites for future utility facilities. One (1) site shall be located not more than one thousand (1,000) feet west of proposed north / south arterial road N/S "B" and not more than three hundred (300) feet south of proposed east / west arterial road #1. The second site shall be located not more than three hundred (300) feet east of proposed north / south arterial road N/S "B" and not more than one thousand (1,000) feet south of proposed east /west arterial road E/W #4. Access shall be provided to each site.

(ix) All access and utility easements shall be of sufficient width to allow utilization of the site for its intended purpose.

(x) The parties agree that paragraphs a(i) through (viii) above describe the general locations of proposed utility sites and serves as a guideline for the location of such utility sites. The Developer may request that the City allow flexibility for the sites in paragraphs (a)(i) through (viii) and upon the agreement of the Utility Systems Department said general locations may be relocated. In that regard, in the event the City's desired final location for any such utility sites hereafter changes (due to the re-alignment of the roadways shown on Exhibit "H" or otherwise) such that any of the conveyances made hereunder by the Developers are not in the proper location, the Developers shall promptly convey to the City new utility sites corresponding to the final location thereof, and simultaneously therewith, the City, at no cost to the Developers, shall promptly re-convey to the applicable Developers any utility sites previously conveyed by such Developers which are no longer in the proper location. Any other relocations may be made as mutually agreed upon by the Developer and the City pursuant to the provisions of this section.

(b) Developers shall abandon all existing Floridan wells located on platted portions of the Annexation Properties as each parcel is platted for development. Within twelve (12) months of the date of this Agreement, documentation of each well location shall be provided to the City's Utility Systems Department in writing by a professional engineer. Subsequently, documentation of each well abandonment shall be provided to the City in writing by a professional engineer.

(c) The City represents and warrants to GL, Ansca, Southern Grove and Kennedy Groves that the City will acquire all rights-of-way and easements necessary for the extension of water and sewer service to provide a point of connection at the location shown on Exhibit J, to the GL Property, Ansca Property, Southern Grove Property and Kennedy Groves Property.

(d) All utility agreements will address the utilization of reclaimed irrigation quality water.

(e) The City shall determine which treatment facilities it will utilize to provide utility service to the Annexation Properties.

(f) The City shall prepare a water and wastewater hydraulic model for the entire Annexation Properties based on the Development Plans. The Developers shall each pay the City for their share of the costs of the model on a pro-rata basis based on the amount of Property owned by each Developer. The Developer shall provide to the City all necessary development and hydraulic data needed to model the utility service area. Data submittals shall be in accordance with City's standards. Developers shall pay their pro-rata costs at the time of submittal. Said submittals and payment shall occur no later than four (4) months from the date of the execution of this Agreement. The City shall provide to the Developers the preliminary results of said modeling within six (6) months of the date of receiving payment by the Developers. Failure to meet this requirement by any Developer will delay the development and execution of utility agreements for the property of that Developer.

(g) Unless otherwise agreed in writing by the City, the results of the hydraulic model shall determine the size of all water and wastewater mains referenced in this Agreement. Said results shall be incorporated into each Developer's individual utility master plans.

(h) In the event that any Developer is required by the City hereunder or otherwise to "oversize" any utility facilities or lines to accommodate impacts greater than those generated by such Developer's Development Plan, the City shall require any party (whether or not a party to this Agreement) that benefits from such over-sized facilities or lines to compensate such Developer for the costs of such over-sizing in accordance with Section 63.22 of the City's Code of Ordinances and any subsequent revision thereto.

(i) The Parties acknowledge that a regional master wastewater pumping station that will benefit all of the subject Annexation Properties is proposed to be constructed by the City in the vicinity of proposed north / south arterial road N/S "A" and its intersection of the proposed extension of Tradition Parkway. The Developers shall each pay their hydraulic share of all design, initial construction and upsize construction costs associated with said regional master wastewater pumping station.

9. Signage. The City agrees to assist the owners of the Annexation Properties in having the project names added to I-95 exit signage.

10. Stormwater. The Parties agree that the Developers shall be responsible within the Annexation Properties for all stormwater permitting. The City shall be responsible for the NPDES permitting for the general operating permit under the MS4 (Municipal Separate Stormwater Sewer System). Each Developer will be responsible for their individual NPDES construction permit. If a CDD is established, the City may agree that 75% of such assessment shall be rebated to a community development district, which is hereinafter created with respect to the Annexation Properties, subject to an appropriate Interlocal Agreement for stormwater maintenance that relieves the City from any responsibility or obligation of any kind for stormwater maintenance. Notwithstanding any regulations to the contrary, the Developers shall be required to provide drainage facilities for the historical flows which transverse or enter such Developer's Property. The Annexation Properties shall not be subject to or assessed for any stormwater utility or other fees until the Annexation Properties have been platted for urban development. In no event shall the City be entitled to impose or collect stormwater utility or other fees with respect to the Annexation Properties allocable to any years prior to annexation of the Annexation Properties.

11. Assistance by City. The City hereby agrees to support a continued greenbelt exemption for ad valorem tax purposes for any portion of the Annexation Properties used for agricultural purposes prior to non-agricultural development. Moreover, nothing contained herein shall prohibit or preclude the use of the Annexation Properties or any portion thereof for agriculture or agriculture related purposes.

12. Impact Fee Credits. Developers shall not seek or accept any impact fee credits unless they have received prior written approval therefor from the City or except as otherwise provided in this Agreement.

13. Default/Enforcement. Any material breach of any of the terms and conditions under this Agreement by any Developer which is not cured within thirty (30) days after written notice from the City to such Defaulting Developer (provided as to non-monetary breaches which cannot reasonably be cured within the thirty (30) day period such period shall be extended if the cure is commenced within such thirty (30) days and such Defaulting Developer is proceeding with due diligence for such period of time reasonably required to complete such cure) shall entitle the City to seek any remedy available at law or in equity including injunctive and/or mandamus relief and shall result in no further reviews or approvals of any development applications, nor issuance of any building permits submitted by the Defaulting Developer for the Defaulting Developer's Property only until such default is later cured, including, as applicable, the payment of Cure Costs as provided in paragraph 5(l)(iii), and shall result in the suspension of any concurrency vesting provided by this Agreement to the Property of the Defaulting Developer only until such default is later cured, including, as applicable, the payment of Cure Costs as provided in paragraph 5(l)(iii), whereupon the Defaulting Developer's Property shall again be vested. A default by one of the Developers shall not constitute a default by the remaining Developers nor shall it affect the remaining Developers' property.

No Developer shall be responsible or liable to any other Developer in the event of a default not cured within the applicable cure period set forth above and no Developer shall have any claim against any other Developer arising out of this Agreement except that any one or more of the non-defaulting Developers shall have (x) the right to sue for specific performance against the Defaulting Developer to

enforce a dedication/conveyance required under the Agreement and (y) the right but not the obligation to cure the default (not cured within the applicable cure period) of the Defaulting Developer as set forth in paragraphs 5 (a), (c), (d), (e), (f), (g) and (j)(ii), and be entitled to sue to be reimbursed for the Cure Costs as provided in paragraph 5(l)(iii). The City shall suspend any concurrency vesting provided by this Agreement to that portion of the Annexation Properties pertaining to a Defaulting Developer not cured within the applicable cure period until such breach is cured (or Cure Costs paid, as applicable), whereupon the Developer's Property shall again be vested. In the event that a default by one Developer is not cured within the applicable cure period materially and adversely affects the development of any other portion of the Annexation Properties pertaining to any non-defaulting Developer, and in order to not unduly delay the non-defaulting Developer(s), then the non-defaulting Developers may provide or cause to provide the facility or facilities for which the Defaulting Developer or Developers are responsible so that development of that portion of the Annexation Properties pertaining to the non-defaulting Developer or Developers is not stopped or unreasonably delayed and shall be entitled to recover from the Defaulting Developer all Cure Costs incurred as a result of such default as contemplated in paragraph 5(l)(iii).

Upon Southern Grove paying the first twenty three million five hundred thousand dollars ($23,500,000) as provided in paragraphs 5(a), (c) and (d), or GL and/or Ansca paying their respective seventeen million five hundred thousand dollars ($17,500,000) share of the aggregate of thirty five million dollars ($35,000,000) as provided in paragraph 5(f) and (j)(i) respectively, then such paying Developer shall thereupon be entitled to designate forty (40%) percent of its Property (the "Released Property") to be released from the restrictions of this Agreement as provided herein without further action of any Party hereto. Upon payment of appropriate administrative charges, the City shall provide a release in recordable form to such paying Developer. The Released Property shall be released from the restrictions of this Agreement with regard to no further review or approval of any development applications or issuance of building permits in the event of a default by such Developer, except (i) such Released Property shall be required to comply with all applicable development regulations generally applicable in the City and (ii) such Released Property shall remain obligated for and the City may withhold development approvals or issuance of building permits with respect to the failure of such Released

Property to convey right-of-way, utility sites, utility easements and access easements for utility sites, stormwater facilities, fire stations, parks, or schools located within such Released Property.

In the event a Developer fails to make any conveyance of land (including, without limitation, any grant of easement described in paragraph 5 above) as and when required under this Agreement, the City, without limiting any of its other remedies under this Agreement, may use its powers of eminent domain to acquire such land as soon as practicable. In that regard, the parties agree that each of the conveyances described in this Agreement is for a public purpose. To the extent that any non-defaulting Developer advances the costs of such eminent domain action by the City, then such non-defaulting Developer shall be entitled to recover from the defaulting Developer upon demand all such costs advanced to the City as a Cure Cost.

14. Contingent Obligations. The Developers' obligations under certain provisions of this Agreement are subject to this paragraph 14. In that regard, and anything to the contrary notwithstanding, each Developer's obligations under such provisions are contingent upon a Comprehensive Plan land use amendment being effective in accordance with Section 163.3189(2)(a), Florida Statutes, (and all appeal periods having expired with respect thereto) as to such Developer's Property on or before October 1, 2007, or such earlier date as to any Developer obtains its Comprehensive Plan Approval (hereinafter "Election Date") permitting substantially the densities and intensities contemplated in paragraph 4(a) of this Agreement applicable to such Developer's Property and, in the case of the Southern Grove Property, permitting the Effective NCD Plan Amendment or other Comprehensive Plan amendment acceptable to Southern Grove ("Comprehensive Plan Approval").

If any Developer has not obtained its Comprehensive Plan Approval by October 1, 2007, then such Developer by written notice given to the City by no later than October 11, 2007, may make an election ("Termination Election") that it desires to opt out of the vesting and concurrency benefits of this Agreement, in which event: (i) the vesting and concurrency benefits set forth in this Agreement shall no longer apply to such Developer's Property, (ii) such Developer shall be released from all of its obligations under those provisions of this Agreement which are subject to this paragraph 14, and (iii) the City, within two (2) years following the date of such Termination Election, shall refund to such Developer any funds

advanced by such Developer pursuant to those provisions of this Agreement which are subject to the provisions of paragraph (14) together with interest thereon at two (2%) percent per annum less any credits previously given by the City against such monies as provided in paragraph 5(a) and paragraph 5(c). In the event such Developer fails to make the Termination Election on or before the Election Date, then such Developer shall be deemed to have waived its right to make a Termination Election and the Developer shall remain responsible for all of its obligations under those provisions of this Agreement which are subject to this paragraph 14 and shall then be obligated to perform pursuant to such applicable paragraph.

In the event that a provision of this Agreement which is subject to this paragraph 14 requires a Developer to fund money to the City prior to the date that such Developer has obtained its Comprehensive Plan Approval, then such Developer shall pay such money to the City on the date provided in such provision, subject, however, to the City's obligation to refund such money or credit same against obligations owed to the City (together with interest earned thereon) as provided above in the event such Developer does not obtain its Comprehensive Plan Approval and such Developer makes a timely Termination Election. In the event that a provision of this Agreement which is subject to this paragraph 14 requires a Developer to convey land to the City prior to the date that such Developer has obtained its Comprehensive Plan Approval, then such Developer shall not be required to make such conveyance until the earlier of such time as it obtains its Comprehensive Plan Approval or the Election Date.

15. Telecommunication Services. The City agrees that the Developers, or their designees, successors and assigns may provide or contract to provide on-site telecommunications service to the Annexation Properties, including but not limited to, telephone, cable television, security systems, and Internet services, subject to the City's franchise, licensing, and permitting requirements and any other applicable regulatory requirements.

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

17. Covenants Running with the Land and Successors and Assigns. The obligations imposed and entitlements created pursuant to this Agreement shall run with and bind the Annexation Properties as covenants running with the land, and this Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns. Subject to prior written approval of the City the obligations of the owners of the Annexation Properties may be assigned to one or more property owners associations or to one or more community development districts and such owners shall thereafter be relieved of future obligations hereunder.

18. Attorneys' Fees; Waiver of Trial by Jury. Should any party to this Agreement bring an action against any other party to enforce any provision of the Agreement, the prevailing party in said action shall be entitled to recover its reasonable attorneys' fees and court costs in all trial and appellate proceedings. Further, in the event of any litigation relating to this agreement, each party hereby waives any right to a trial by jury as to any issues raised in such litigation.

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

Add Contacts for the parties

For the City	City Manager 121 S.W. Port St. Lucie Boulevard Port St. Lucie, Florida 34984
With a copy to	City Attorney 121 S.W. Port St. Lucie Boulevard Port St. Lucie, Florida 34984
For Southern Grove and Kennedy Groves	Paul J. Hegener 1850 Fountainview Blvd., Suite 201 Port St. Lucie, Florida 34986
With a copy to	Noreen S. Dreyer, Esq. Ruden, McClosky, Smith, Schuster & Russell, P.A. 145 N.W. Central Park Plaza Suite 200 Port St. Lucie, Florida 34986

For Ansca	Charles Scardina 3333 So. Congress Avenue Delray Beach, Florida 33445
With a copy to	James R. Brindell, Esq. Gunster, Yoakely & Stewart, P.A. 777 South Flagler Drive Suite 500 East West Palm Beach, Florida 33401
For G.L. Homes	Alan J. Fant 1401 University Drive, Suite 200 Coral Springs, Florida 33071
With a copy to	Reginald L. Bouthillier, Jr., Esq. Greenberg Traurig, P.A. 101 East College Avenue Tallahassee, Florida 32301 and Robert N. Klein, Esq. Klein & Dobbins, P.L. 805 Virginia Avenue, Suite 25 Fort Pierce, Florida 34982

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

20. Recording. The City shall record this Agreement with the Clerk of the Circuit Court for St. Lucie County within fourteen (14) days after the City executes the Agreement.

21. Effective Date. This Agreement shall become effective upon the approval by the City but no later than July 20, 2004 and if not approved by said date all offers are withdrawn.

22. Miscellaneous.

(a) Terms and Words. All terms and words used in this Agreement regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

(b) Severability. If any provisions of this Agreement are held to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired and each

remaining provision shall remain in full force and effect. In the event that any term or provision of this Agreement is determined by appropriate judicial authorities to be illegal void or otherwise invalid, said provision shall be given its nearest legal meaning or be construed as deleted as such authority determines and the remainder of this Agreement shall be construed to be in full force and effect.

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

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

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

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

24. Amendments. This Agreement shall not be changed, modified or amended except by an instrument in writing and executed by the Parties, or their successors and assigns. Provided, however, each Developer may amend this Agreement by written agreement with the City without the other Developers insofar as it pertains to that Developer's property and so long as such amendment does not adversely impact the other Developers. The City shall give ten days' prior written notice to the other Developers of any such proposed change and shall give due consideration to any objections raised by any other Developer who is a party to this Agreement.

When the footer was removed from the annexation agreement, the page numbering changed, therefore the following signature pages - page 39 of 39, page 38 of 38, page 42 of 44, page 43 of 44 and 42 of 42 are correct and there are no pages missing after page 35 of 40.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF PORT ST. LUCIE, a
Florida municipal corporation

By: _____
Robert E. Minsky, Mayor

ATTEST:

_____
Karen Phillips, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Roger G. Orr, City Attorney

HORIZONS ACQUISITION 5, LLC
a Florida limited liability company

WITNESSES:

Lisa E. Stanbrater
Witness
Print Name: LISA E. STANBRATER

By: _____
Paul J. Hegener, President

Joan E. Sakowski
Witness
Print Name: JOAN E. SAKOWSKI

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 20th day of July, 2004 by Paul J. Hegener as President of Horizons Acquisition 5, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Shirley E. Smith
Notary Public
Shirley E. Smith
Typed, printed or stamped name of Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
SHIRLEY E SMITH
COMMISSION NUMBER
DD015824
MY COMMISSION EXPIRES
MAY 4,2005

HORIZONS ACQUISITION 2, LLC
a Florida limited liability company

WITNESSES:

Witness
Print Name: LISA E. STONEBRAKER

By: _____
Paul J. Hegener, President

Witness
Print Name: Jean E. Sakowski

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 20th day of July, 2004 by Paul J. Hegener as President of Horizons Acquisition 2, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Notary Public

Typed, printed or stamped name of
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
SHIRLEY E SMITH
COMMISSION NUMBER
DD015824
MY COMMISSION EXPIRES
MAY 4,2005

ST. LUCIE ASSOCIATES II, LLLP,
a Florida limited liability limited partnership

By: ST. LUCIE II CORPORATION,
a Florida corporation, its General Partner

WITNESSES:

Sharolyn Webb
Witness
Print Name: SHAROLYN WEBB

By: _____, Vice President
Alan J. Fant

Kathleen M Coffman
Witness
Print Name: Kathleen M Coffman

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 19 day of July, 2004 by Alan J. Fant as Vice President of St. Lucie II Corporation, a Florida corporation, on behalf of the corporation as General Partner of St. Lucie Associates II, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. θ He is personally known to me or θ has produced _____ as identification.

Kathleen M Coffman
Notary Public

_____
Typed, printed or stamped name of
Notary Public

My Commission Expires:

KATHLEEN M. COFFMAN
MY COMMISSION # CC 982953
EXPIRES: March 18, 2005
Bonded Thru Notary Public Underwriters

ST. LUCIE ASSOCIATES III, LLLP,
a Florida limited liability limited partnership

By: ST. LUCIE III CORPORATION,
a Florida corporation, its General Partner

WITNESSES:

Sharolyn Webb
Witness
Print Name: SHAROLYN WEBB

By: _____, Vice President
Alan J. Fant

Kathleen M Coffman
Witness
Print Name: Kathleen M Coffman

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 19 day of July, 2004 by Alan J. Fant as Vice President of St. Lucie III Corporation, a Florida corporation, on behalf of the corporation as General Partner of St. Lucie Associates II, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. θ He is personally known to me or θ has produced _____ as identification.

Kathleen M Coffman
Notary Public

_____
Typed, printed or stamped name of
Notary Public

My Commission Expires:

KATHLEEN M. COFFMAN
MY COMMISSION # CC 982953
EXPIRES: March 18, 2005
Bonded Thru Notary Public Underwriters

City's Draft #8
July 16, 2004

ACR PROPERTIES, LLC,
a Florida limited liability company

WITNESSES:

Witness
Print Name: Khristina N. Iwasz

Witness
Print Name: Arlene Leibmann

By: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 19th day of July, 2004 by Charles Scardina as Authorized Manager of ACR Properties, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Khristina N Iwasz
My Commission DD165879
Expires February 01, 2007

Notary Public

Typed, printed or stamped name of
Notary Public

My Commission Expires:

EXHIBIT "A"

Legal Description

Horizon St. Lucie Groves – South

A PARCEL OF LAND LYING IN SECTION 15, 22, 23, 26, AND 35, TOWNSHIP 37 SOUTH. RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GATLIN BOULEVARD (ALSO BEING THE NORTH LINE OF SECTION 15) AND THE WESTERLY LIMITS OF GATLIN BOULEVARD RIGHT-OF-WAY AND THE WESTERLY LIMITS OF THOSE LANDS DESCRIBED IN AN ORDER OF TAKING, DATED JULY 24, 1979 AND RECORDED IN OFFICIAL RECORD BOOK 311 AT PAGES 2946 THROUGH 2952, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR STATE ROAD #9 (I-95), SECTION 94001-2412, DATED 6/2/77, WITH LAST REVISION OF 9/11/79; THENCE ALONG THE WESTERLY LINES OF THE PARCELS DESCRIBED IN THE SAID ORDER OF TAKING, RECORDED IN OFFICIAL RECORD BOOK 311 AT PAGES 2946 THROUGH 2952, INCLUSIVE, AND ALONG THE WESTERLY LINE OF SAID I-95 RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES; THENCE SOUTH 00°01'45" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°58'15" EAST, A DISTANCE OF 242.61 FEET; THENCE ALONG THE WESTERLY LINE OF A 20 FOOT WIDE F.P.& L. EASEMENT, AS DESCRIBED IN AN ORDER GRANTING PETITIONERS MOTION FOR RELIEF FROM ORDER OF TAKING AND AMENDING ORDER OF TAKING, AS SAME IS RECORDED IN OFFICIAL RECORD BOOK 349 AT PAGES 90 THROUGH 93, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THE FOLLOWING COURSES AND DISTANCES.

SOUTH 00°01'45" WEST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 89°58'15" EAST, A DISTANCE OF 318.60 FEET;
THENCE SOUTH 81°56'34" EAST, A DISTANCE OF 515.34 FEET;
THENCE SOUTH 69°58'48" EAST, A DISTANCE OF 276.75 FEET;
THENCE SOUTH 52°20'12" EAST, A DISTANCE OF 908.27 FEET;
THENCE SOUTH 43°16'30" EAST, A DISTANCE OF 590.74 FEET;
THENCE SOUTH 27°42'53" EAST, A DISTANCE OF 590.97 FEET;
THENCE SOUTH 19°56'04" EAST, A DISTANCE OF 1197.74 FEET;
THENCE SOUTH 18°47'19" EAST, A DISTANCE OF 819.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 18°47'19" EAST, A DISTANCE OF 1746.61 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 24749.33 FEET AND A CENTRAL ANGLE OF 03°11'10", THE CHORD OF WHICH BEARS SOUTH 20°22'54" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 1376.21 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 00°02'34" EAST, TO A POINT IN THE SAID WESTERLY LINE OF THE LANDS DESCRIBED IN THE ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 311 AT PAGES 2946 THROUGH 2952, INCLUSIVE AND ALONG THE SAID WESTERLY LINE OF I-95 RIGHT-OF-WAY, A DISTANCE OF 53.48 FEET TO APPOINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 24729.33 FEET AND A CENTRAL ANGLE OF 01°31'59", THENCE ALONG THE SAID WESTERLY LINE OF THE PARCELS DESCRIBED IN THE ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 311 AT PAGES 2946 THROUGH 2952, INCLUSIVE, AND ALONG THE SAID WESTERLY LINE OF I-95 RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 661.68 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 22°37'35" EAST TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 65°16'33" EAST, A DISTANCE OF 59.98 FEET: THENCE SOUTH 23°27'14" EAST, A DISTANCE OF 5.99 FEET; THENCE SOUTH 10°06'31" WEST, A DISTANCE OF 72.11 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 24729.33 FEET AND A CENTRAL ANGLE OF 10°31'36", THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 4543.26 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 28°54'46" EAST, TO THE CURVES END; THENCE SOUTH 34°10'33" EAST, A DISTANCE OF 1712.58 FEET; TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 6987.97 FEET AND A CENTRAL ANGLE OF 29°45'21", THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 3629.11 FEET TO THE CURVES END; THENCE SOUTH 04°25'12" EAST, A DISTANCE OF 1751.36 FEET; TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 24381.33 FEET AND A CENTRAL

ANGLE OF 04°30'14", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1916.56 FEET TO THE CURVES END; THENCE SOUTH 00°05'02" WEST, A DISTANCE OF 724.96 FEET; THENCE SOUTH 09°10'27" WEST, A DISTANCE OF 101.27 FEET; THENCE SOUTH 00°05'02 WEST, A DISTANCE OF 483.47 FEET TO A POINT IN THE NORTHERLY LINE OF THOSE CERTAIN LANDS DESCRIBED IN A DEED DATED MAY 12, 1951 TO THE CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT, RECORDED IN DEED BOOK 165 AT PAGES 361 THROUGH 362, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-23, THENCE NORTH 89°54'36" WEST, ALONG THE SAID NORTHERLY LINE OF THOSE LANDS DESCRIBED IN DEED BOOK 165, AT PAGES 361 AND 362 AND ALONG SAID RIGHT-OF-WAY; LINE OF THE C-23 CANAL RIGHT-OF-WAY, A DISTANCE OF 4896.74 FEET; THENCE NORTH 89°54'26" WEST ALONG THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN A SPECIAL WARRANTY DEED TO THE CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT DATED MAY 12, 1951 AND RECORDED IN DEED BOOK 166 AT PAGES 168, 169, AND 170, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND, CONTINUING ALONG THE SAID RIGHT-OF-WAY LINE OF THE C-23 CANAL RIGHT-OF-WAY, A DISTANCE OF 5221.40 FEET TO A POINT IN THE EASTERLY LINE OF THAT CERTAIN 30 FOOT WIDE PARCEL DESCRIBED IN A SPECIAL WARRANTY DEED TO METROPOLITAN LIFE INSURANCE COMPANY, DATED THE 1ST DAY OF SEPTEMBER, 1987, AND RECORDED IN OFFICIAL RECORD BOOK 557 AT PAGES 676 THROUGH 680, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE DEPARTING SAID C-23 CANAL RIGHT-OF-WAY, NORTH 00°05'34" EAST, ALONG THE SAID EAST LINE OF THE 30 FOOT WIDE PARCEL CONVEYED TO METROPOLITAN LIFE INSURANCE COMPANY IN THE DEED RECORDED IN OFFICIAL RECORD BOOK 557 AT PAGES 676 THROUGH 680, A DISTANCE OF 17341.94 FEET TO THE NORTHEASTERLY CORNER OF THE SAID 30 FOOT WIDE PARCEL AND A POINT IN THE EASTERLY PROLONGATION OF THE NORTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN A SPECIAL WARRANTY DEED TO METROPOLITAN LIFE INSURANCE COMPANY DATED SEPTEMBER 18, 1985, AND RECORDED IN OFFICIAL RECORD BOOK 477 AT PAGES 560 THROUGH 566, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 89°50'39" EAST, ALONG THE JUST SAID NORTHERLY LINE OF THE PARCEL DESCRIBED IN THE SPECIAL WARRANTY DEED TO METROPOLITAN LIFE INSURANCE COMPANY RECORDED IN OFFICIAL RECORD BOOK 477 AT PAGES 560 THROUGH 566, AND THE EASTERLY PROLONGATION THEREOF, A DISTANCE OF 4218.53 FEET TO POINT OF BEGINNING.

CONTAINING 3155.78 ACRES, MORE OR LESS.

EXHIBIT "B"

Parcel 1

Tract 1

Being a Parcel of land lying in Sections 18 and 19, Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:
Commence at the intersection of the North line of Section 30, Township 37 South, Range 39 East and the East right of way line of State Road 609 as shown on the Florida Department of Transportation right of way map dated 11/5/64 and revised January, 1965; thence along said East right of way line North 00°08'30" East, a distance of 5299.86 Feet to the Point of Beginning; thence North 00°00'21" East, along said East right of way, a distance of 1672.32 feet; thence South 89°50'39" East, along a line that is parallel to and 23 feet Southerly of as measured at right angles of the North line of those lands described in Official Records Book 477, Page 560, Public Records of St. Lucie County, Florida, a distance of 5203.43 feet; thence South 00°04'29" West, a distance of 2985.64 feet; thence North 89°48'47" West, a distance of 1403.45 feet; thence North 00°10'23" East, a distance of 1316.04 feet; thence North 89°53'48" West, a distance of 3800.22 feet to the Point of Beginning.

Tract 3

Being a Parcel of land lying in Sections 16 and 21, Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:
Commence at the intersection of the North line of Section 30, Township 37 South, Range 39 East and the East right of way line of State Road 609 as shown on the Florida Department of Transportation right of way map dated 11/5/64 and revised January, 1965; thence along said East right of way line North 00°08'30" East, a distance of 5299.86 Feet; thence continue along said East right of way line North 00°00'21" East, a distance of 1695.32 feet; thence South 89°50'39" East, along the North line of those lands described in Official Records Book 477, Page 560, Public Records of St. Lucie County, Florida, a distance of 13054.71 feet; thence South 00°08'07" West, a distance of 23.00 feet, to the Point of Beginning; thence South 89°50'39" East, along a line parallel with and 23.00 feet southerly of said North line, a distance of 2786.05 feet; thence South 00°03'59" West, a distance of 2981.70 feet; thence North 89°52'17" West, a distance of 2789.64 feet; thence North 00°08'07" East, a distance of 2983.03 feet to the Point of Beginning.

Tract 4

Being a Parcel of land lying in Sections 19, 20 and 21 Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at the intersection of the North line of Section 30, Township 37 South, Range 39 East and the East right of way line of State Road 609 as shown on the Florida Department of Transportation right of way map dated 11/5/64 and revised January, 1965; thence along said East right of way line North 00°08'30" East, a distance of 5299.86 Feet; thence continue along said East right of way line North 00°00'21" East a distance of 1695.32 feet; thence South 89°50'39" East along the North line of those lands described in Official Records Book 477, Page 560, Public Records of St. Lucie County, Florida, a distance of 15942.73 feet to the Northeast corner of those lands described in Official Records Book 557, Page 676, Public Records of St. Lucie County, Florida; thence South 00°05'34" West, along the East line of those lands described in said Official Records Book 557, Page 676, a distance of 4326.38 feet; thence North 89°49'45" West, a distance of 100.00 feet, to the Point of Beginning; thence South 00°03'59" West, a distance of 2663.35 feet; North 89°51'58" West, a distance 1216.64 feet; thence North 46°07'25" West, a distance of 348.56 feet; thence North 89°51'58" West, a distance of 323.58 feet; thence South 45°44'22" West, a distance of 344.49 feet; thence North 89°51'58" West, a distance of 809.89 feet; thence North 89°49'36" West, a distance of 2513.26 feet to the Southwest corner of said Section 21 and the Northeast corner of "Alan Wilson Grove" as recorded in Plat Book 12, Page 50, Public Records of St. Lucie County, Florida; thence North 89°51'07" West, along the South line of those lands described in said Official Records Book 477, Page 560, a distance of 2644.43 feet; thence North 89°53'37" West along said South line, a distance of 2643.99 feet; thence North 89°45'07" West, along said South line, a distance of 496.49 feet; thence North 00°04'55" East, a distance of 1362.59 feet; thence South 89°46'09" East, a distance of 3175.72 feet; thence North 00°10'32" East, a distance of 1309.15 feet; thence South 89°49'45" East, a distance of 7967.68 feet to the Point of Beginning.

Tract 5

Being a parcel of land lying in Section 28, Township 37 South, Range 39 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the intersection of the North line of Section 30, Township 37 South, Range 39 East and the East right of way line of State Road 609 as shown on the Florida Department of Transportation right of way map dated 11/5/64 and revised January, 1965; thence along said East right of way line North 00°08'30" East, a distance of 5299.86 Feet; thence continue along said East right of way line North 00°00'21" East a distance of 1695.32 feet; thence South 89°50'39" East along the North line of those lands described in Official Records Book 477, Page 560, Public Records of St. Lucie County, Florida, a distance of 15942.73 feet; thence South 00°05'34" West along the East line of those lands described in Official Records Book 557, Page 676, Public Records of St. Lucie County, Florida, a distance of 7589.65 feet; thence South 89°59'09" West, a distance of 98.50 feet to the Point of Beginning; thence South 00°03'59" West, a distance of 2001.74 feet; thence North 89°51'37" West a distance of 2600.04 feet; thence North 00°05'22" East, a distance of 1994.75 feet; thence North 89°59'09" East, a distance of 2599.23 feet to the Point of Beginning.

Tract 6

Being a parcel of land lying in Section 33, Township 37 South, Range 39 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the intersection of the North line of Section 30, Township 37 South, Range 39 East and the East right of way line of State Road 609 as shown on the Florida Department of Transportation right of way map dated 11/5/64 and revised January, 1965; thence along said East right of way line North 00°08'30" East, a distance of 5299.86 feet; thence continue along said East right of way line North 00°00'21" East a distance of 1695.32 feet; thence South 89°50'39" East along the North line of those lands described in Official Records Book 477, Page 560, Public Records of St. Lucie County, Florida, a distance of 15942.73 feet; thence South 00°05'34" West along the East line of those lands described in Official Records Book 477, Page 576, Public Records of St. Lucie County, Florida, a distance of 13516.19 feet; thence North 89°47'44" West, a distance of 95.77 feet to the Point of Beginning, thence South 00°03'59" West, a distance of 2637.63 feet; thence North 89°48'22" West, a distance of 2616.79 feet; thence North 00°15'31" West, a distance of 669.74 feet; thence North 78°38'37" West, a distance of 82.27 feet; thence North 00°16'40" West, a distance of 632.00 feet; thence South 89°50'28" East, a distance of 147.25 feet; thence North 00°29'50" West, a distance of 1320.48 feet; thence South 89°47'44" East, a distance of 2570.80 feet to the Point of Beginning.

EXHIBIT "C"

DESCRIPTION:

TRACT 2
BEING A PARCEL OF LAND LYING IN SECTION 16 AND 17, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SECTION 30, TOWNSHIP 37 SOUTH, RANGE 39 EAST AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 609 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED 11/5/64 AND REVISED JANUARY, 1965; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°08'30" EAST A DISTANCE OF 5299.86 FEET; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°0'21"EAST, A DISTANCE OF 1695.32 FEET; THENCE SOUTH 89°50'39" EAST ALONG THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 477, PAGE 560; PUBLIC RECORDS, ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 10415.79 FEET; THENCE SOUTH 00°26'45" WEST, A DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°50'39" EAST, ALONG A LINE PARALLEL WITH AND 23.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES, SAID NORTH LINE, A DISTANCE OF 325.77 FEET; THENCE SOUTH 00°09'36" WEST, A DISTANCE OF 346.66 FEET; THENCE NORTH 89°34'48" WEST, A DISTANCE OF 327.49 FEET; THENCE NORTH 00°26'45" EAST, A DISTANCE OF 345.16 FEET, TO THE POINT OF BEGINNING.

TRACT 7
BEING A PARCEL OF LAND LYING IN SECTIONS 15, 16, 17, 18, 19, 21, 22, 27, 28, 33 AND 34, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SECTION 30, TOWNSHIP 37 SOUTH, RANGE 39 EAST AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 609 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED NOVEMBER 5, 1964 AND REVISED JANUARY 1965; THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°08'30" EAST, A D1STANCE OF 5299.86 FEET; THENCE CONTINUE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°00'21" EAST, A DISTANCE OF 1672.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°00'21" EAST, A DISTANCE OF 23.00 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 477, PAGE 560, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 89°50'39" EAST, ALONG THE NORTHERLY LINE OF SAID DESCRIBED LANDS. A DISTANCE OF 15,942.73 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°05'34" WEST, ALONG THE EAST LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 557, PAGE 676, A DISTANCE OF 17,341.95 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-23; THENCE NORTH 89°54'26" WEST, ALONG THE NORTH LINE OF SAID C-23 CANAL, A DISTANCE OF 94.00 FEET; THENCE NORTH 00°03'59" EAST, A DISTANCE OF 17,319.06 FEET; THENCE NORTH 89°50'39" WEST ON A LINE PARALLEL WITH AND 23.00 FEET SOUTHERLY OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN SAID 0FFICIAL RECORDS BOOK 477, PAGE 560, A DISTANCE OF 15,840.71 FEET TO THE POINT OF BEGINNING.

TRACT 8
BEING A PARCEL OF LAND LYING IN SECTIONS 16, 17, 19, 20 AND 21, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SECTION 30, TOWNSHIP 37 SOUTH. RANGE 39 EAST AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 609 AS SHOWN ON THE

FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED NOVEMBER 5, 1964 AND REVISED JANUARY 1965, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°08'30" EAST, A DISTANCE OF 5299.86 FEET; THENCE SOUTH 89°53'48" EAST, A DISTANCE OF 3800.22 FEET; THENCE SOUTH 00°10'23" WEST, A DISTANCE OF 1316.04 FEET; THENCE SOUTH 89°48'47" EAST, A DISTANCE OF 1403.45 FEET; THENCE NORTH 00°04'29" EAST, A DISTANCE OF 2985.64 FEET; THENCE SOUTH 89°50'39" EAST, ALONG A LINE THAT IS PARALLEL WITH AND 23 FEET SOUTHERLY OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 477, PAGE 560, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 5212.19 FEET: THENCE SOUTH 00°26'45" WEST, A DISTANCE 345.16 FEET; THENCE SOUTH 89°34'48" EAST, A DISTANCE OF 327.49 FEET; THENCE NORTH 00°09'36" EAST, A DISTANCE OF 346.66 FEET; THENCE SOUTH 89°50'39" EAST, ALONG THE AFORESAID PARALLEL LINE, A DISTANCE OF 2313.27 FEET; THENCE SOUTH 00°08'07" WEST, A DISTANCE OF 2983.03 FEET; THENCE SOUTH 89°52'17" EAST, A DISTANCE OF 2789.64 FEET; THENCE SOUTH 00°03'59" WEST, A DISTANCE OF 1321.65 FEET: THENCE NORTH 89°49'45" WEST, A DISTANCE OF 7967.68 FEET, THENCE SOUTH 00°10'32" WEST, A DISTANCE OF 1309.15 FEET; THENCE NORTH 89°46'09" WEST, A DISTANCE OF 3175.72 FEET; THENCE SOUTH 00°04'55" WEST, A DISTANCE OF 1362.59 FEET TO THE SOUTH LINE OF SECTION 19 AND THE SOUTH LINE OF THOSE LANDS DESCRIBED IN THE AFORESAID OFFICIAL RECORDS BOOK 477, PAGE 560; THENCE NORTH 89°45'07" WEST, ALONG THE AFORESAID SOUTH LINE OF SECTION 19, A DISTANCE OF 2125.58 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 19; THENCE NORTH 89°59'37" WEST, ALONG THE SAID SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 2574.08 FEET TO THE POINT OF BEGINNING.

TRACT 9

BEING A PARCEL OF LAND LYING IN SECTIONS 28 AND 33, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SECTION 30, TOWNSHIP 37 SOUTH, RANGE 39 EAST, AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 609 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED NOVEMBER 5, 1964 AND REVISED JANUARY 1965, THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°08'30" EAST, A DISTANCE OF 5299.86 FEET; THENCE CONTINUE NORTH ALONG SAID RIGHT-OF-WAY NORTH 00°0'21" EAST, A DISTANCE OF 1695.32 FEET, THENCE SOUTH 89°50'39" EAST, ALONG THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 477, PAGE 560, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 15,942.73 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 577, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°05'34" WEST, ALONG THE EAST LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 557, PAGE 676, A DISTANCE OF 9591.65 FEET; THENCE NORTH 89°51'37" WEST, A DISTANCE OF 97.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°03'59" WEST, A DISTANCE OF 3924.43 FEET; THENCE NORTH 89°47'44" WEST, A DISTANCE OF 2570.80 FEET: THENCE SOUTH 00°29'50" EAST, A DISTANCE OF 1320.48 FEET; THENCE NORTH 89°50'28" WEST, A DISTANCE OF 147.25 FEET; THENCE SOUTH 00°16'40" EAST, A DISTANCE OF 632.00 FEET; THENCE SOUTH 78°38'37" EAST, A DISTANCE OF 82.27 FEET; THENCE SOUTH 00°15'31" EAST, A DISTANCE OF 669.74 FEET; THENCE SOUTH 89°48'22" EAST, A DISTANCE 2616.79 FEET; THENCE SOUTH 00°03'59" WEST, A DISTANCE OF 1188.32 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-23; THENCE NORTH 89°54'26" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2482.99 FEET; THENCE NORTH 00°21'02" EAST, A DISTANCE OF 1158.72 FEET; THENCE NORTH 89°45'28" WEST, A DISTANCE OF 2797.52 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 33, SAID LINE ALSO BEING THE EAST LINE OF THE ALLAN WILSON GROVE, AS RECORDED IN PLAT BOOK 12, PAGE 50, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 00°28'07" WEST, ALONG SAID WEST LINE OF SECTION 33, A DISTANCE OF 3988.85 FEET TO THE NORTHWEST CORNER OF SAID SECTION 33, THENCE NORTH 00°28'37" WEST, ALONG THE WEST LINE OF SECTION 28, A DISTANCE OF 5203.53 FEET TO THE NORTHWEST CORNER OF SAID SECTION 28; THENCE SOUTH 89°49'36" EAST, A DISTANCE OF 2513.26 FEET; THENCE SOUTH 00°04'40" EAST, A DISTANCE OF 607.61 FEET; THENCE NORTH

89°59'09" EAST, A DISTANCE OF 247.31 FEET; THENCE SOUTH 00°05'22" WEST, A DISTANCE OF 1994.75 FEET; THENCE SOUTH 89°51'37" EAST, A DISTANCE OF 2600.04 FEET TO THE POINT OF BEGINNING.

TRACT 10
BEING A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SECTION 30, TOWNSHIP 37 SOUTH, RANGE 38 EAST AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 609 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED NOVEMBER 5, 1964 AND REVISED JANUARY 1965, THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°08'30" EAST, A DISTANCE OF 5299.86 FEET; THENCE CONTINUING NORTH ALONG SAID EAST RIGHT-OF-WAY NORTH 00°0'21" EAST, A DISTANCE OF 1695.32 FEET, THENCE SOUTH 89°50'39" EAST, ALONG THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 477, PAGE 560, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 15,942.73 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°05'34" WEST, ALONG SAID EAST LINE OF SAID LANDS, A DISTANCE OF 6989.66 FEET; THENCE NORTH 89°51'58" WEST, A DISTANCE OF 98.78 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°03'59" WEST, A DISTANCE OF 600.24 FEET; THENCE SOUTH 89°59'09" WEST, A DISTANCE OF 2846.55 FEET; THENCE NORTH 00°04'40" WEST, A DISTANCE OF 607.61 FEET THENCE SOUTH 89°51'58" EAST, A DISTANCE OF 809.89 FEET; THENCE NORTH 45°44'22" EAST, A DISTANCE OF 344.49 FEET; THENCE SOUTH 89°51'58" EAST, A DISTANCE OF 323.58 FEET; THENCE SOUTH 46°07'25" EAST, A DISTANCE OF 348.56 FEET; THENCE SOUTH 89°51'58" EAST, A DISTANCE OF 1216.64 FEET TO THE POINT OF BEGINNING.

TRACT 11
BEING A PARCEL OF LANDS LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SECTION 30, TOWNSHIP 37 SOUTH, RANGE 39 EAST AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 609 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED NOVEMBER 5, 1964 AND REVISED JANUARY 1965; THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°08'30" EAST, A DISTANCE OF 5299.86 FEET; THENCE NORTH 00°0'21" EAST, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1695.32 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 477, PAGE 560, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 89°50'39" EAST, ALONG THE NORTH LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 477, PAGE 560, A DISTANCE OF 15,942.73 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°05'34" WEST, ALONG THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 557, PAGE 676, A DISTANCE OF 17,341.95 FEET TO THE NORTH LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-23; THENCE NORTH 89°54'26" WEST, ALONG SAID NORTH LINE OF C-23 CANAL, A DISTANCE OF 2576.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°54'26" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2780.87 FEET TO THE WEST LINE OF SAID SECTION 33 AND THE EAST LINE OF THE ALLAN WILSON GROVE AS RECORDED IN PLAT BOOK 12, PAGE 50, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 00°28'07" WEST, ALONG SAID WEST LINE OF SECTION 33, A DISTANCE OF 1166.06 FEET; THENCE SOUTH 89°45'28" EAST, A DISTANCE OF 2797.52 FEET; THENCE SOUTH 00°21'02" WEST, A DISTANCE OF 1158.72 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 2,550.501 ACRES, MORE OR LESS.

EXHIBIT "D"

DESCRIPTION:

THE ALAN WILSON GROVE PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 50. OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS THE WEST 5.00 FEET THEREOF.

TOGETHER WITH:

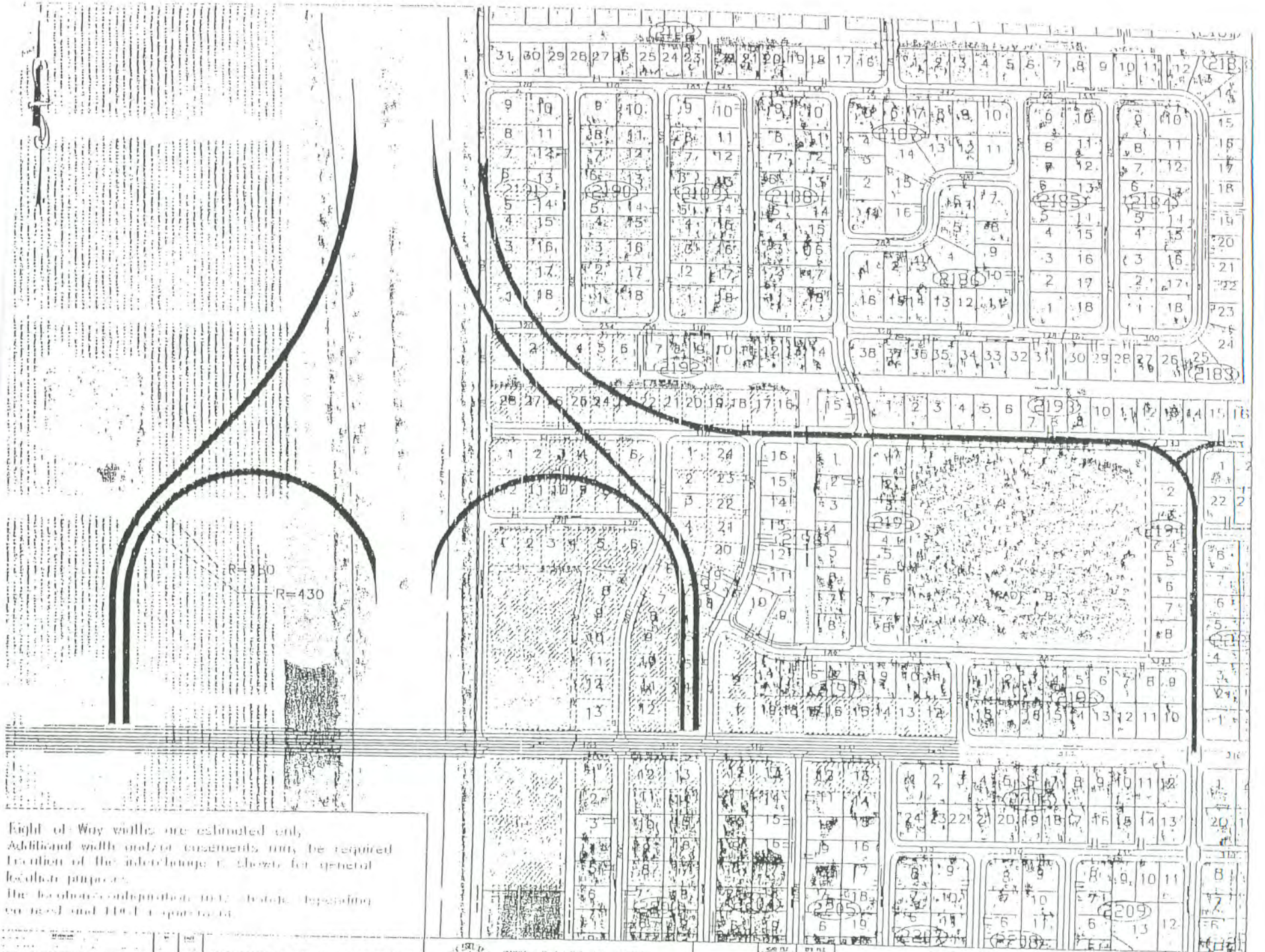
THE EAST ONE-HALF OF SECTIONS 30 AND 31, TOWNSHIP 37 SOUTH, RANGE 39 EAST, LESS THE EAST 200.00 FEET THEREOF.

SAID LANDS SITUATE IN ST. LUCIE COUNTY, FLORIDA.
CONTAINING 106,773,334 SQUARE FEET OR 2451.179 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT "F"
Permits Approved

The following list of approvals may be expanded to include any permits or approvals issued for the Annexation Property prior to the adoption of the annexation ordinance.

Issuing Agency	Approval Type	Description	Permit Number	Date
South Florida Water Management District	Site Mitigation		56-01544-P	11/15/2001
South Florida Water Management District	Surface Water Management	Agricultural	56-00428-S-02	6/13/1996
South Florida Water Management District	Water Use	Agricultural	56-000428-W	4/15/1991
South Florida Water Management District	Water Use	Agricultural	56-01067-W	2/13/1992
South Florida Water Management District	C-23 Connection	Agricultural	9550	2/13/1992



Right of Way widths are estimated only,
Additional width and/or easements may be required
Location of the interchange is shown for general
location purposes.
The locations indicated may include existing
owned and leased properties.

ENGINEERING DEPARTMENT

CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL. 34984

ANNEXATION AGREEMENT
I-95 / BECKER ROAD INTERCHANGE
EXHIBIT "G"

MEMORANDUM

TO: DONALD B. COOPER, CITY MANAGER
ROGER G. ORR, CITY ATTORNEY
WALTER B. ENGLAND, P.E., CITY ENGINEER
CHERYL FRIEND, DIRECTOR OF PLANNING & ZONING
JESUS MEREJO, DIRECTOR OF UTILITY SYSTEMS
CHUCK PROULX, PARKS & RECREATION DIRECTOR
KAREN PHILLIPS, CITY CLERK
NOREEN DREYER, ESQ.
ROBERT N. KLEIN, ESQ.
MITCHELL SHERMAN, ESQ.

FROM: PAM E. HAKIM, ASSISTANT CITY ATTORNEY

DATE: AUGUST 18, 2004

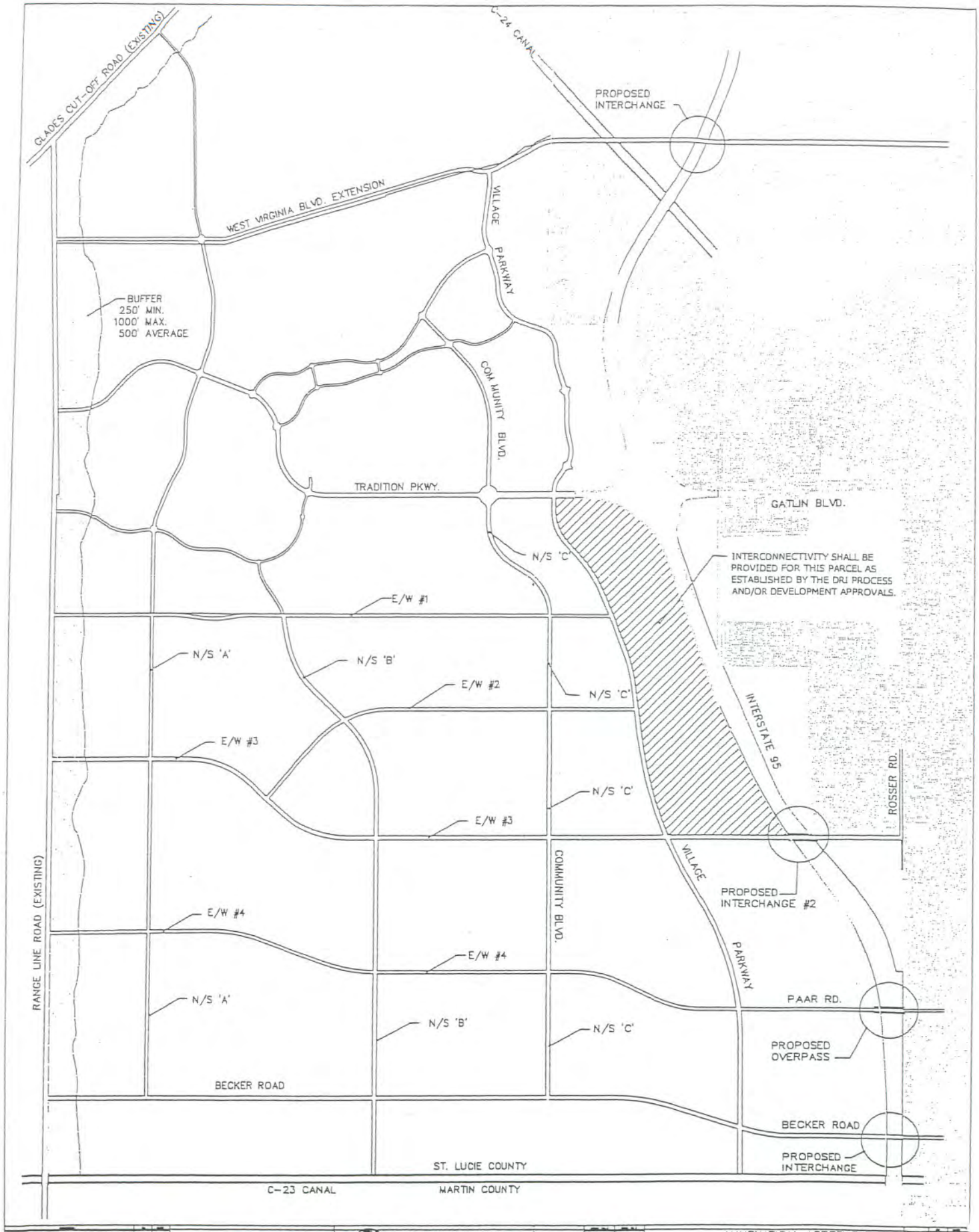
SUBJECT: WESTERN ANNEXATION AGREEMENT ROADWAY NETWORK
EXHIBIT H

Attached please find a revised Exhibit H for the roadway network that is to be included as part of the annexation agreement for the western corridor properties. The change on this map is from Tradition Parkway to East/West roadway #3 between Village Parkway and I-95. The shaded area now provides only that interconnectivity shall be provided for this parcel as established by the DRI process and/or development approvals instead of the previous drawing which included East/West roadways #1 and #2 continuing and connecting to the right of way line for I-95. This Exhibit H should be substituted in everyone's packet as part of the formally approved and adopted annexation agreement for these properties.

Should anyone have any questions regarding the revised Exhibit H, please do not hesitate to contact me.

PEH:bm
Attach.

REVISED EXHIBIT "H"



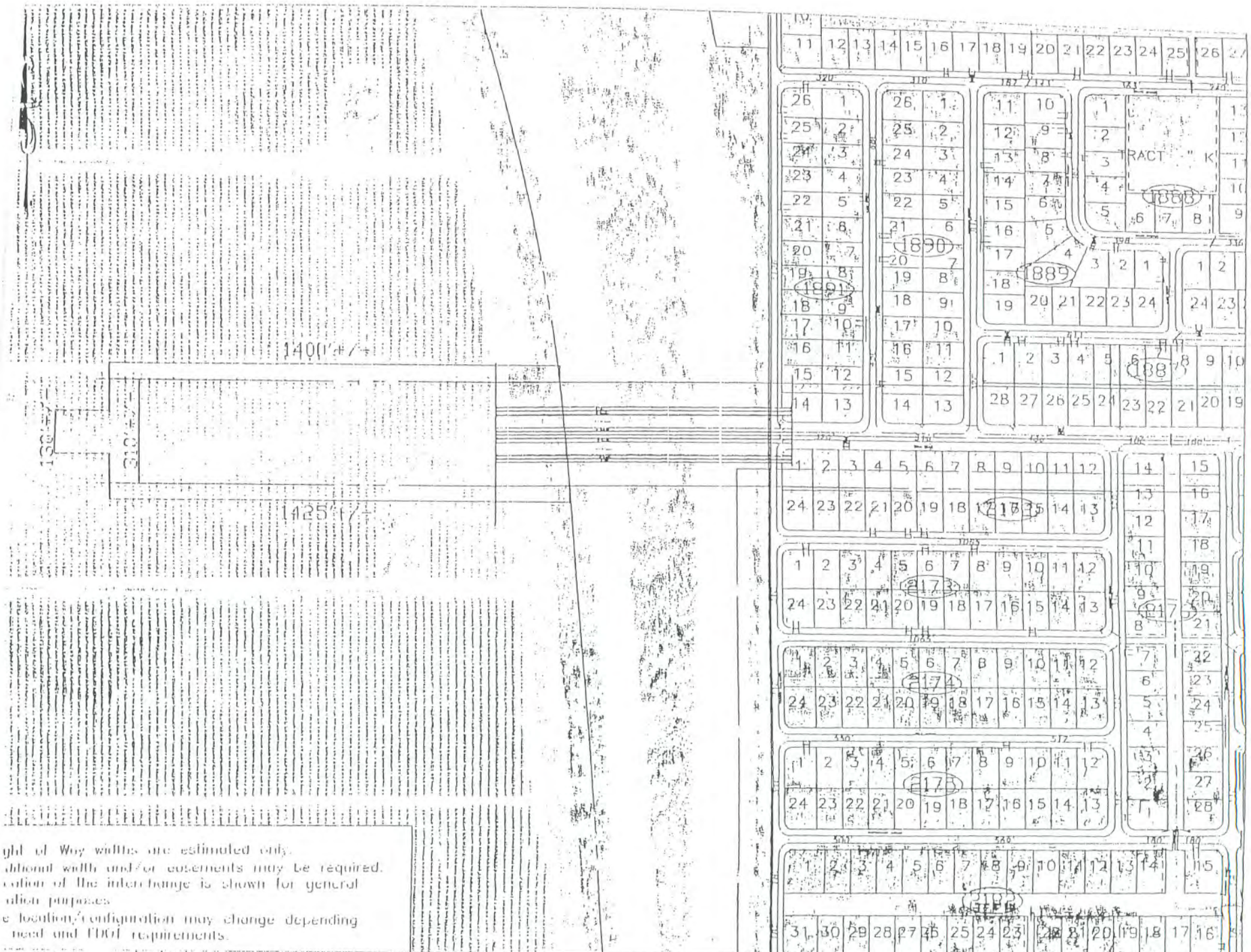
ENGINEERING DEPARTMENT

CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL. 34984

ANNEXATION AGREEMENT
ROADWAY NETWORK
EXHIBIT 'H'

of

CITY OF PORT ST. LUCIE | ANNEXATION AGREEMENT ROADWAY NETWORK

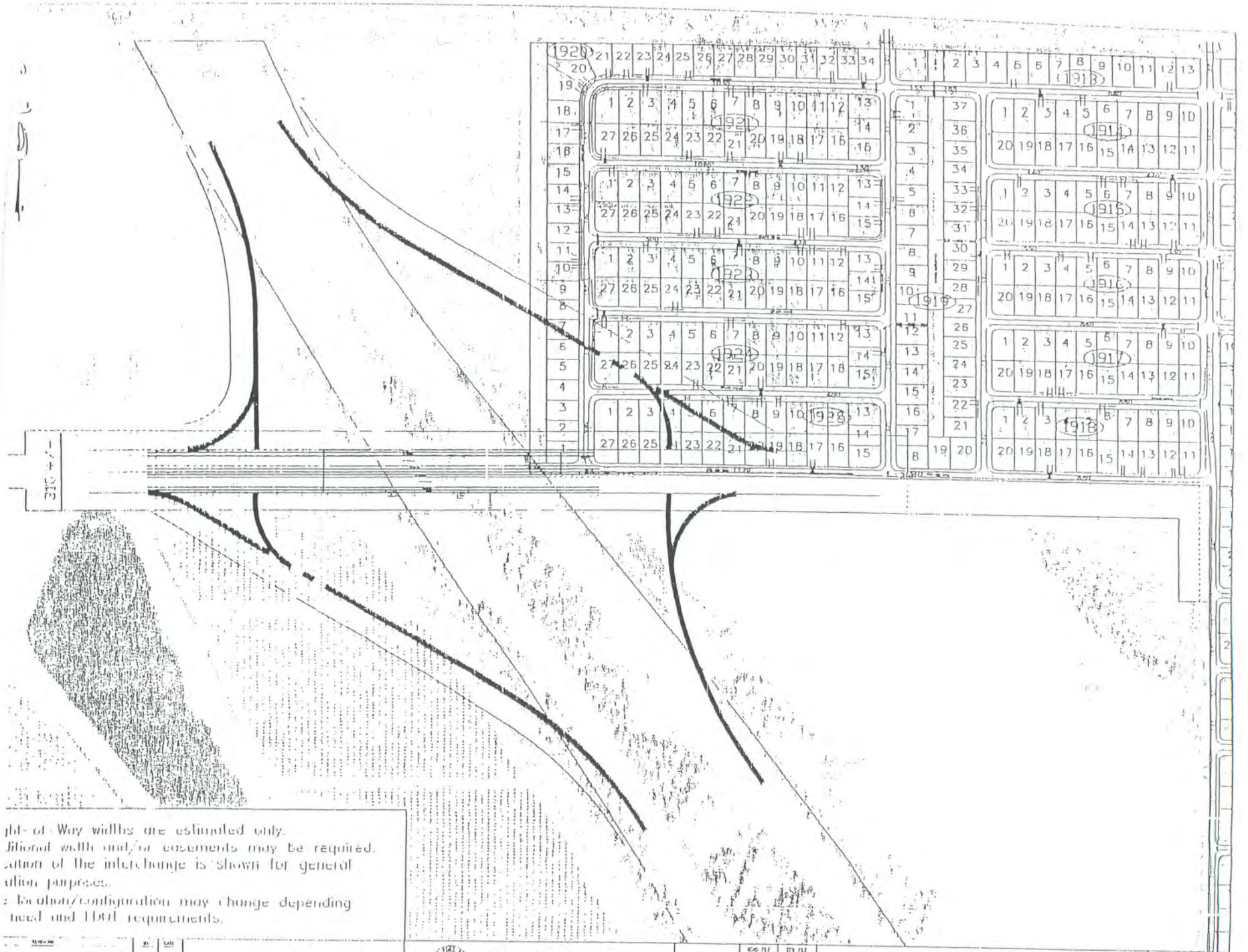


ght of Way widths are estimated only.
ditional width and/or easements may be required.
ation of the interchange is shown for general
ation purposes.
e location/configuration may change depending
head and FDOT requirements.

ENGINEERING DEPARTMENT

CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL. 34984

ANNEXATION AGREEMENT
PEAR BRIDGE
EXHIBIT "1-1"



ght-of-Way widths are estimated only.
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: location/configuration may change depending
need and FDOT requirements.

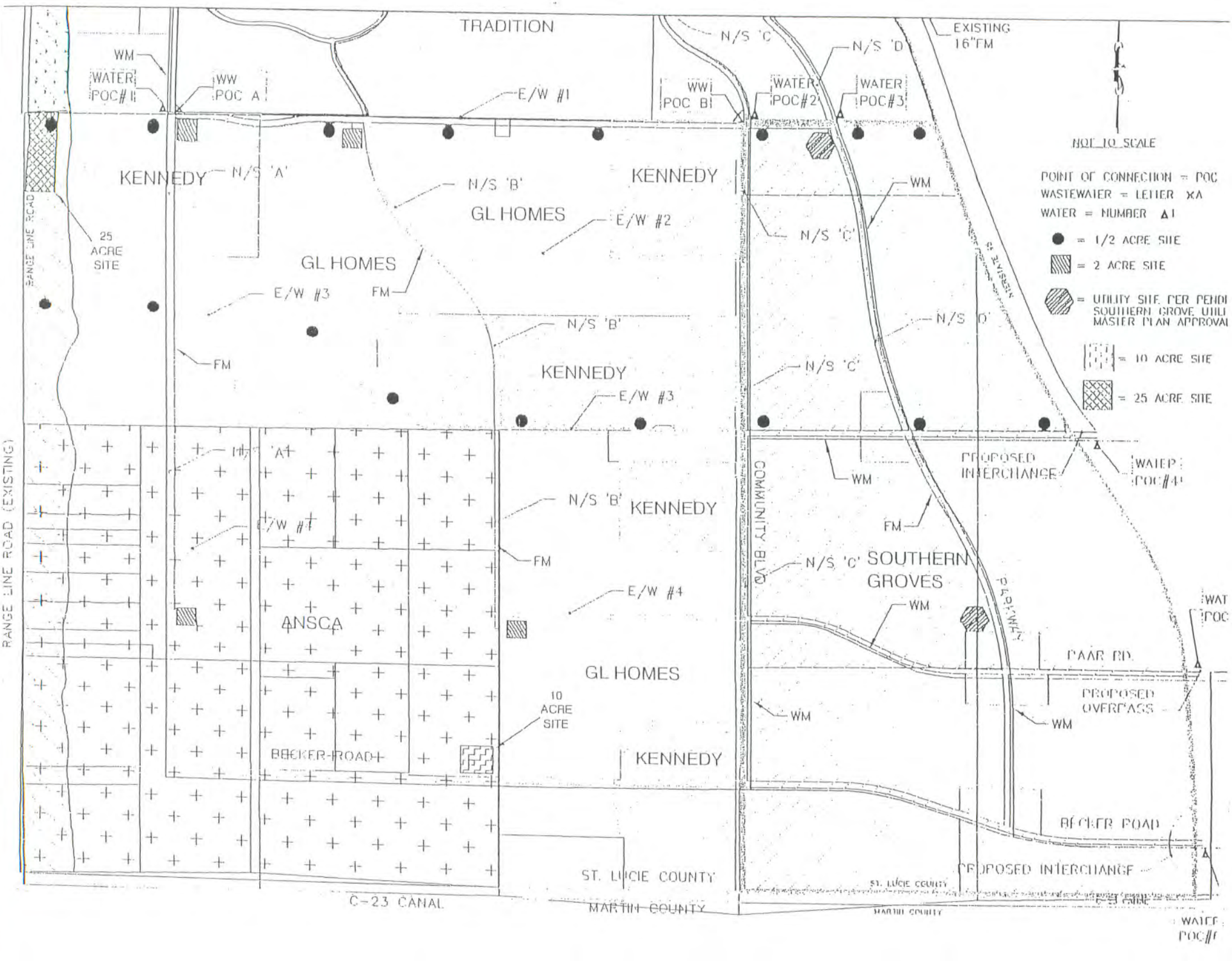
ENGINEERING DEPARTMENT

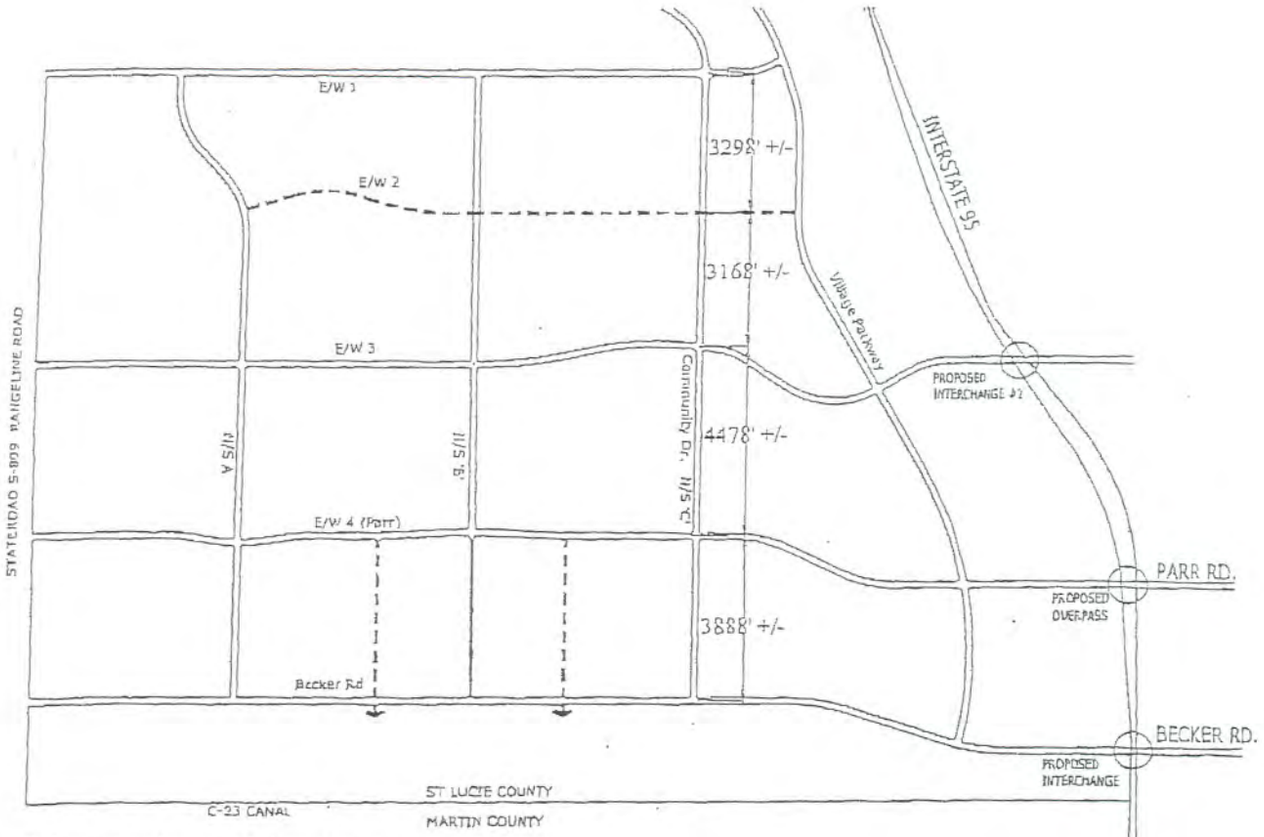
CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL. 34984

ANNEXATION AGREEMENT
I-95 INTERCHANGE #2
EXHIBIT "1-2"

EXHIBIT "J"

WATER & WASTEWATER POINTS OF CONNECTION





Western Annexation Area
Exhibit 'H'

Key:
150' Right of Way
100' Right of Way
2 Lane Road

RICHARD M. NORWALK V.P.