

**SW ANNEXATION AGREEMENT – 3<sup>rd</sup> AMENDMENT**

THIS THIRD AMENDMENT TO ANNEXATION AGREEMENT (the "Amendment") is made and entered into this 16<sup>th</sup> day of NOVEMBER, 2009 by and between Riverland/Kennedy LLP, a Florida limited liability partnership ("Riverland"), and the City of Port St. Lucie, a Florida municipal corporation ("the City"). Riverland and the City are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

WHEREAS, Horizons Acquisition 5, LLC, Horizons Acquisition 2, LLC, St. Lucie Associates II, LLLP, St. Lucie Associates III, LLLP, ACR Properties, LLC, and the City of Port St. Lucie originally entered into and executed that certain Annexation Agreement approved by the City Council of the City on July 19, 2004, as amended by that certain First Amendment to Annexation Agreement dated May 16, 2005, and as further amended by that certain Second Amendment to Annexation Agreement approved by the City Council of the City on July 25, 2005 (as amended, the "Agreement"); and

WHEREAS, prior to the date hereof, Horizons Acquisition 2, LLC sold the property owned by it subject to the Agreement to Minto Kennedy Groves, Inc. ("Minto"); and

WHEREAS, prior to the date hereof, St. Lucie Associates II, LLLP merged into St. Lucie Associates III, LLLP ("STLIII"), and STLIII thereafter merged into St. Lucie Associates IV, LLLP ("STLIV"); and

WHEREAS, prior to the date hereof, STLIV and Minto formed and are partners in Riverland; and

WHEREAS, as of the date hereof, Riverland is the owner of that certain 3,844 acres of real property, more or less, more particularly described in Exhibit "A" attached hereto (the "Riverland Property"), which real property has been annexed into the City, is subject to the Agreement, and is subject to that certain development order issued by the City (the "Riverland Development Order"); and

WHEREAS, general economic conditions have changed since the Agreement was executed and the Riverland Development Order was issued, and due to such change in general economic conditions, the City seeks to establish an economic fund to help create economic development and job growth opportunities within the southwest annexation area and to otherwise amend, modify and restate certain terms and provisions of the Agreement; and

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City Manager's Office

WHEREAS, Riverland seeks to help the City establish an economic fund to help create economic development and job growth opportunities within the southwest annexation area and to otherwise amend, modify and restate certain terms and provisions of the Agreement; and

WHEREAS, paragraph 24 of the Agreement provides that each Developer may amend the Agreement by written agreement with the City without any other Developer insofar as such amendment does not adversely impact the other Developers; and

WHEREAS, the Parties, seeking to address the foregoing, desire to amend, modify and restate certain terms and provisions of the Agreement as hereinafter provided, none of which have or are intended to have any adverse impact on any other Developer.

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 Parties, intending to be legally bound, do hereby amend, modify and restate the Agreement as follows:

1. The foregoing recitations are true and correct and are hereby incorporated herein by this reference, and all exhibits to this Amendment are hereby incorporated herein and made a part hereof by this reference. Any capitalized term used but not defined in this Amendment shall have the meaning given to such term in the Agreement.

2. Riverland hereby represents to the City that it is the fee simple owner of the Riverland Property and has the right, power and lawful authority to enter into, execute, deliver and perform under this Amendment.

3. Paragraphs 4(a)(ii) and (iii) of the Agreement are hereby deleted in their entirety, and the following paragraph is hereby inserted in place thereof:

The City finds and agrees that residential uses of varying densities, commercial uses, office uses, warehouse/industrial uses, employment centers, schools, institutional uses, civic uses, and utility uses are appropriate uses of the Riverland Property and that such uses will benefit the City's residents. Riverland, based on the Riverland Development Order, intends to include in the development of the Riverland Property up to 11,700 residential units and up to 1,100,000 square feet of non-residential uses (the "Riverland Development Plan"). Notwithstanding anything to the

contrary contained in the Agreement or this Amendment, however, Riverland shall have the right to seek modification to the Riverland Development Order and the Riverland Development Plan to, among other things, either increase or decrease the number of residential units and the square footage of non-residential uses.

4. Paragraph 4(d) of the Agreement is hereby deleted in its entirety, and the following paragraph is hereby inserted in place thereof:

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 with respect to the Riverland Property and that any wetland permit issued by the South Florida Water Management District and the Army Corps of Engineers for all or any portions of the Riverland Property shall satisfy all City rules, regulations, codes, permitting and other requirements pertaining to wetlands and littoral plantings for the portion or portions of the Riverland Property subject to any such permits.

5. Paragraphs 4(k)(i), (iii) and (iv) of the Agreement are hereby deleted in their entirety, and the following paragraph is hereby inserted in place thereof:

Riverland shall convey to the City 141 Net Usable Acres of neighborhood and community park sites. Of the 141 Net Usable Acres of neighborhood and community park sites that Riverland is required to convey pursuant to this paragraph, Riverland shall convey to the City, prior to the issuance of the 6,001 building permit for the Riverland Property, the western most 50 acres of the "Reservoir Site" as more particularly described on Exhibit "B" attached hereto to allow the City the opportunity to create a 100 acre regional park by acquiring a 50 acre contiguous park site on the eastern boundary of the adjacent Wilson Grove DRI. Riverland shall return the "Reservoir Site" to its natural state and convey same as Net Usable Acres. The balance of the 141 acres of parks will be conveyed in accordance with the Riverland/Kennedy Development Order.

6. Paragraph 4(h) of the Agreement is hereby deleted in its entirety, and the following paragraph is hereby inserted in place thereof:

Riverland shall convey to the City, in lieu of conveying an industrial/research park as previously required under paragraph 4(h) of the Agreement, a 50 contiguous acre civic site located between

Becker Road and the C-23 Canal on the western boundary of the Riverland Property adjacent to the Wilson Grove DRI (such 50 contiguous acres being referred to herein as the "Riverland 50 Acre Site") to allow the City the opportunity to create a 100 contiguous acre civic site by acquiring a 50 contiguous acre civic site located between Becker Road and the C-23 Canal on the eastern boundary of the Wilson Grove DRI adjacent to the Riverland 50 Acre Site. The property conveyed to the City under this paragraph shall be used for civic purposes such as, but not limited to, libraries, courthouses, civic centers and other public purposes compatible with the uses of the property adjacent thereto. The conveyance of the Riverland 50 Acre Site shall further satisfy the obligations of Riverland to convey to the City any additional land for Civic Sites as required pursuant to paragraph 4(l) of the Agreement.

7. Paragraph 4(n) of the Agreement is hereby deleted in its entirety, and the following paragraph is hereby inserted in place thereof:

All land conveyed to the City pursuant to the Agreement or this Amendment shall be conveyed at no cost to the City in fee simple title, free and clear of all liens and encumbrances and, when stated as such, shall be calculated as Net Usable Acres. The City agrees to accept title to any lands conveyed to it under the Agreement or this Amendment with a reservation of right (subject to the limitation set forth below) in favor of Riverland allowing Riverland, for so long as any farming and/or other agricultural operations are being conducted on all or any portion of the Riverland Property, the right to: (a) continue to use such land for or in connection with any farming and/or other agricultural operations being conducted on all or any portion of the Riverland Property provided only labeled fertilizers, insecticides, herbicides, pesticides and other chemicals are used in such farming and/or other agricultural operations in accordance with their labeled directions; and (b) enter into farming and/or other agricultural leases that include such land without (i) the need of any consent, joinder or other approval by the City, or (ii) any payment to the City of any money, compensation or other consideration for the use of such land by Riverland and/or any farm or agricultural tenant thereof. The foregoing reservation of right, however, shall be subject to termination by: (y) Riverland at any time by delivering a written notice of termination to the City; or (z) the City or its assigns on not less than 12 months prior written notice to the

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Riverland after a design contract for road and/or other improvements to be built on the property has been signed by the City. The City shall deliver a copy of the design contract to Riverland simultaneously with its delivery of a termination notice, and the City's right of termination shall only apply to the portion of the property on which such road and/or other improvements will be constructed. The term "Net Usable Acres" shall mean that the acreage of the particular land to be dedicated shall be net of and not include any wetlands on such land, any environmental contaminants on such land in violation of applicable law, any road rights-of-way or off-site drainage facilities, any easements, or any protected species, any of which would adversely affect the use of such land for its intended purpose.

8. Paragraph 5(j)(ii) of the Agreement is hereby deleted in its entirety, and the following paragraph is hereby inserted in place thereof:

Riverland has paid the City \$10,000,000.00, which amount has been deposited in an interest bearing account, to be used by the City towards the payment of fees, costs and expenses related to the planning, design, permitting, property acquisition and construction of Interchange #2. The City shall return \$5,000,000.00 of such amount to Riverland within 20 days after this Amendment has been approved by the City Council of the City and, upon Riverland's receipt thereof, the City shall have the right to use the remaining \$5,000,000.00, plus all accrued interest thereon, for any and all purposes the City may elect in its sole discretion relating to the creation of economic development and job growth opportunities within the southwest annexation area. In consideration of Riverland releasing such funds to the City, as well as Riverland's prior payment of \$12,500,000.00 to the City for improvements to Becker Road east of I-95, Riverland shall receive road impact fee credits in the amount equal to \$5,000,000.00 plus all interest earned on the \$10,000,000.00 paid by it to the City through the date on which Riverland receives its \$5,000,000.00 reimbursement from the City. Riverland shall have no obligation to make any further payment toward the fees, costs and expenses related to the planning, design, permitting, property acquisition, construction and/or maintenance of Interchange #2.

9. Paragraph 5(o)(iii) of the Agreement is hereby deleted in its entirety, and the following paragraph is hereby inserted in place thereof:

The Parties hereby acknowledge that the road network based on the roadways as shown on Exhibit "C" attached hereto (the "Existing Dedicated Road Network") has been approved by the applicable governmental authorities and that Riverland has conveyed to the City all road right-of-way for the Existing Dedicated Road Network located within the Riverland Property. The initial two-lanes of the roads shown on the Existing Dedicated Road Network may, in Riverland's sole discretion, be constructed on one side of the right-of-way. All roadways shall be designed for the ultimate roadway section. All storm water facilities shall be designed, permitted, and sized to accommodate the ultimate roadway section. All roadways designed by Riverland shall be reviewed and accepted by the City's Site Plan Review Committee. In the event that any wetland(s) are impacted by the roadway construction, Riverland shall be responsible for the permitting, design, size, and construct any wetland or surface water mitigation required by SFWMD and/or ACOE for the ultimate roadway section, to include any potential offsite mitigation requirements. Riverland shall provide the City, as the case may be, temporary or permanent drainage easements on the Riverland Property (outside of the road right-of-way) for any road constructed by it through the Riverland Property. If Riverland constructs any road through any Property owned by another Developer, then the City shall use its good faith efforts to acquire (within 30 days after request by Riverland) from the Developer who owns the Property through which the road is being constructed the temporary or permanent drainage easements. If the City does not acquire the temporary or permanent drainage easements, necessary for the construction of such road, then Riverland shall have the right to use the road right-of-way of the future lanes located within such Developer's Property for temporary drainage purposes. Notwithstanding the foregoing, the City's actions to acquire the temporary or permanent drainage easements and/or allowing Riverland to use the road Right-of-Way, in no way relieves or modifies the Developer's obligations under paragraph 5(o)(ii) of the original Annexation Agreement. In addition, if Riverland constructs the initial two-lanes of any road on the Property owned by another Developer or if Riverland constructs any of the future lanes, then in either such event Riverland shall receive road impact fee credits for such construction on a dollar-for-dollar basis.

10. Paragraph 7 of the Agreement is hereby deleted in its entirety, and the following paragraphs are hereby inserted in place thereof:

(a) The City acknowledges and agrees that: (i) certain provisions of the Riverland Development Order are inconsistent with the provisions of this Amendment; and (ii) Riverland will be making application to the City for certain amendments to the Riverland Development Order to, among other things, amend the provisions of the Riverland Development Order to be consistent with the provisions of this Amendment. The City agrees to review and consider the approval and adoption to extent permissible by law and otherwise proceed with any requested amendment to the Riverland Development Order applied for by Riverland to, among other things, make the provisions of the Riverland Development Order consistent with the provisions of this Amendment. However, the terms, conditions and provisions of the Development Order shall be the controlling document, in the event of any inconsistencies.

(b) Notwithstanding the City's agreement to review, consider the adoption and/or approval of, support to the extent permissible by law and otherwise proceed with any requested application made by Riverland, all such considerations and actions by the City shall be undertaken in accordance with established requirements of state statutes and City ordinances, including notice and hearing requirements. Nothing in this Amendment is intended to limit or restrict the powers and responsibilities of the City in acting on development related applications. The Parties further acknowledge and agree that all 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 the Agreement or this Amendment shall entitle Riverland to compel the City to take any action on any applications, save and except to timely and fairly process such applications.

11. Riverland, pursuant to paragraph 19 of the Agreement, hereby designates the following persons (and their respective addresses) to receive notices on Riverland's behalf under the Agreement

To Riverland

Larry Portnoy  
1600 Sawgrass Corporate Parkway, Suite 400  
Sunrise, Florida 33323

With a copy to

Steve Helfman, Esq.  
1600 Sawgrass Corporate Parkway, Suite 400

12. Miscellaneous.

(a) If any provisions of this Amendment are held to be invalid, void or unenforceable, the remaining provisions of this Amendment 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 Amendment 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 Amendment shall be construed to be in full force and effect.

(b) This Amendment 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 Amendment, 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.

(c) The City shall record this Amendment with the Clerk of the Circuit Court for St. Lucie County within 14 days after the City executes the same.

(d) In the event there is any conflict between any terms or provision in the Agreement and any term or provision of this Amendment, the terms and provisions of this Amendment shall control. The Agreement, except as amended and modified by this Amendment, remains in full force and effect.

(e) This Amendment shall become effective upon the approval by the City (the "Effective Date"). If, however, the City does not approve this Amendment NOVEMBER 16, 2009 (the "Approval Date"), then it shall be deemed withdrawn by Riverland and become null, void and of no force or effect, unless the Approval Date is extended by Riverland in writing.

(f) Whenever any paragraph has been deleted and replaced in its entirety in this Amendment, it is intended by the Parties that the deletion and replacement: (a) is as to Riverland only; and (b) shall have no impact on any other Developer under the Agreement.

[signatures and notary acknowledgements follow on next page]

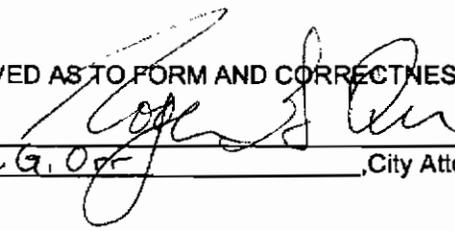
IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

CITY OF PORT ST. LUCIE, a Florida municipal corporation

ATTEST:

  
Karen A. Phillips, City Clerk

By:   
Name: PATRICIA P. CHRISTENSEN  
Title: MAYOR

APPROVED AS TO FORM AND CORRECTNESS:  
  
Roger G. Off, City Attorney

[signatures and notary acknowledgements continue on next page]

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

WITNESSES:

RIVERLAND/KENNEDY, LLP, a Florida limited liability partnership

Linda Yankee  
Print Name: LINDA YANKE  
Norma Mohamed  
Print Name: NORMA MOHAMED

By: MINTO KENNEDY GROVES, LLC, a Florida limited liability company, a general partner

By: [Signature]  
Name: John Carter  
Title: Vice President

By: ST. LUCIE ASSOCIATES IV, LLLP, a Florida limited liability limited partnership, a general partner

By: ST. LUCIE IV CORPORATION, a Florida corporation, its general partner

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. LUCIE BROWARD

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November 2009, by John Carter as the Vice President of Minto Kennedy Groves, LLC, a Florida limited liability company, a general partner of RIVERLAND/KENNEDY, LLP, a Florida limited liability partnership, on behalf of said company and partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC-STATE OF FLORIDA  
Laura LaFauci  
Commission # DD749939  
Expires: FEB. 13, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]  
Notary Public  
Laura LaFauci  
Typed, Printed or Stamped Name

My Commission Expires: 2-13-12

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2009, by \_\_\_\_\_ as the \_\_\_\_\_ of St. Lucie IV Corporation, a Florida corporation, the general partner of ST. LUCIE ASSOCIATES IV, LLLP, a Florida limited liability limited partnership, a general partner of RIVERLAND/KENNEDY, LLP, a Florida limited liability partnership, on behalf of said company and partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public

My Commission Expires:  
Denial/Inactivation/Expiration agreement-amended and related v14-01(11-6-09)

Typed, Printed or Stamped Name

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

WITNESSES:

RIVERLAND/KENNEDY, LLP, a Florida limited liability partnership

By: MINTO KENNEDY GROVES, LLC, a Florida limited liability company, a general partner

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: ST. LUCIE ASSOCIATES IV, LLLP, a Florida limited liability limited partnership, a general partner

By: ST. LUCIE IV CORPORATION, a Florida corporation, its general partner

Print Name: \_\_\_\_\_

By: Alan Fawcett, V.P.

Name: ALAN FAWCETT

Title: VICE PRESIDENT

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_ as the \_\_\_\_\_ of Minto Kennedy Groves, LLC, a Florida limited liability company, a general partner of RIVERLAND/KENNEDY, LLP, a Florida limited liability partnership, on behalf of said company and partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public

My Commission Expires:

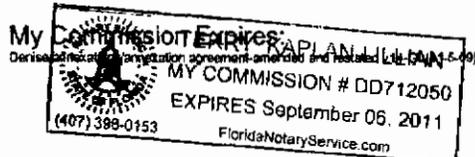
Typed, Printed or Stamped Name

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this B day of November, 2009, by Alan Fawcett as the VICE PRESIDENT of St. Lucie IV Corporation, a Florida corporation, the general partner of ST. LUCIE ASSOCIATES IV, LLLP, a Florida limited liability limited partnership, a general partner of RIVERLAND/KENNEDY, LLP, a Florida limited liability partnership, on behalf of said company and partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public

Typed, Printed or Stamped Name



# ADDITIONAL INFORMATION

COUNCIL ITEM 136  
DATE 11/16/09

## EXHIBIT "A"

### LEGAL DESCRIPTION

The following is a legal description of the Riverland/Kennedy development site.

#### 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 November 5, 1964, and revised January 1965; thence along said East right-of-way line North 00°08'30" East a distance of 5,299.86 feet to the point of beginning; thence North 00°00'21" East along said East right-of-way a distance of 1,672.32 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 5,203.43 feet; thence South 00°04'29" West a distance of 2,985.64 feet; thence North 89°48'47" West a distance of 1,403.45 feet; thence North 00°10'23" East a distance of 1,316.04 feet; thence North 89°53'48" West a distance of 3,800.22 feet to the point of beginning.

#### 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 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 3

Being a parcel of land lying in Sections 15, 16, 21 and 22, 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 5,299.86 feet; thence continue along said East right-of-way line North 00°0'21" East a distance of 1,695.32 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 13,054.71 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 2,786.05 feet; thence South 00°03'59" West a distance of 2,981.70 feet; thence North 89°52'17" West a distance of 2,789.64 feet; thence North 00°08'07" East a distance of 2,983.03 feet to the point of beginning.

### TRACT 4

Being a parcel of land lying in Sections 19, 20, 21, 22, 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 5,299.86 feet; thence continue along said East right-of-way line North 00°0'21" East, a distance of 1,695.32 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 the East line of those lands described in said Official Records Book 557, Page 676, a distance of 4,326.38 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 2,663.35 feet; thence North 89°51'58" West, a distance of 1,216.64 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 2,513.26 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 2,644.43 feet;

thence North 89°53'37" West along said South line, a distance of 2,643.99 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 1,362.59 feet; thence South 89°46'09" East, a distance of 3,175.72 feet; thence North 00°10'32" East, a distance of 1,309.15 feet; thence South 89°49'45" East, a distance of 7,967.68 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 November 5, 1964 and revised January 1965; thence along said East right-of-way line, North 00°08'30" East, a distance of 5,299.86 feet; thence continue along said East right-of-way line North 00°0'21" East, a distance of 1,695.32 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; thence South 00°5'34" 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 7,589.65 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 2,001.74 feet; thence North 89°51'37" West a distance of 2,600.04 feet; thence North 00°05'22" East, a distance of 1,994.75 feet; thence North 89°59'09" East, a distance of 2,599.23 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, 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 5,299.86 feet; thence continue along said East right-of-way line North 00°0'21" East, a distance of 1,695.32 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; 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 13,516.19 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 2,637.63 feet; thence North 89°48'22" West, a distance of 2,616.79 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 1,320.48 feet; thence South 89°47'44" East, a distance of 2,570.80 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 distance 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 Official 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  $00^{\circ}05'34''$  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  $89^{\circ}54'26''$  West, along said North line of C-23 canal, a distance of 2576.99 feet, to the Point of Beginning; thence continue North  $89^{\circ}54'26''$  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  $00^{\circ}28'07''$  West, along said West line of Section 33, a distance of 1166.06 feet; thence South  $89^{\circ}45'28''$  East, a distance of 2797.52 feet; thence South  $00^{\circ}21'02''$  West, a distance of 1158.72 feet, to the Point of Beginning.

#### OVERALL TRACTS

The following is a sum total of the legal descriptions of the individual tracts listed above:

Being a parcel of land lying in Sections 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 33 and 34, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

Begin 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  $00^{\circ}07'39''$  East, a distance of 2649.52 feet; thence continue North along said East right-of-way line, through the following 2 courses, North  $00^{\circ}09'04''$  East, a distance of 2650.14 feet; thence North  $00^{\circ}00'42''$  West, a distance of 1695.52 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  $89^{\circ}51'42''$  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  $00^{\circ}04'31''$  West, along the East line of those lands described in said Official Records Book 557, Page 676, a distance of 17,342.11 feet, to the North right-of-way line, of the South Florida Water Management District Canal C-23; thence North  $89^{\circ}55'29''$  West, along the North line of said C-23 canal, a distance of 5361.56 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  $00^{\circ}28'18''$  West, along said West line of said Section 33, a distance of 5151.78 feet, to the Northwest corner of said Section 33; thence North  $00^{\circ}28'58''$  West, along the West line of said Section 28, a distance of 5203.80 feet, to the Northwest corner of said Section 28 and the Northeast corner of said Alan Wilson Grove; thence North  $89^{\circ}51'13''$  West, along the South line of said Section 20, a distance of 2644.45 feet to the South quarter corner, of Section 20; thence

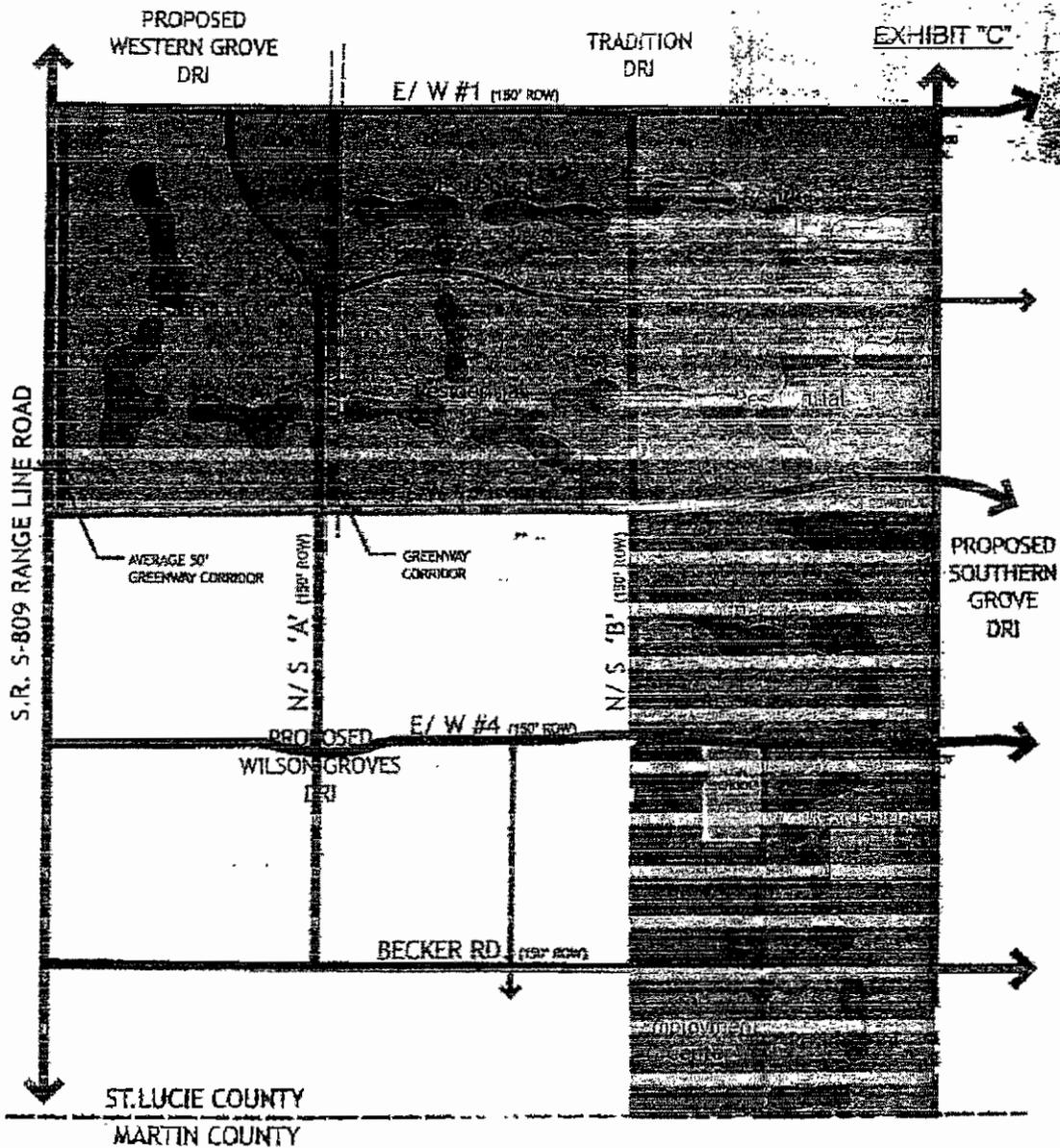
continue North  $89^{\circ}53'42''$  West, along the South line of said Section 20, a distance of 2644.09 feet to the Southeast corner, of said Section 19; thence North  $89^{\circ}45'15''$  West, along the South line of said Section 19, a distance of 2622.20 feet, to the South quarter corner of said Section 19; thence continue North  $89^{\circ}59'37''$  West, along the South line of said Section 19, a distance of 2573.92 feet to the East right of way line of Range Line Road (State Road 609) and the Point of Beginning.

EXHIBIT "B"

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  $00^{\circ}08'30''$  EAST, A DISTANCE OF 5299.86 FEET; THENCE, NORTH  $00^{\circ}02'21''$  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  $89^{\circ}50'39''$  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  $00^{\circ}05'34''$  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  $89^{\circ}54'26''$  WEST, ALONG SAID NORTH LINE OF C-23 CANAL, A DISTANCE OF 2576.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $89^{\circ}54'26''$  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  $00^{\circ}28'07''$  WEST, ALONG SAID WEST LINE OF SECTION 33, A DISTANCE OF 1166.06 FEET; THENCE SOUTH  $89^{\circ}45'28''$  EAST, A DISTANCE OF 2797.52 FEET; THENCE SOUTH  $00^{\circ}21'02''$  WEST, A DISTANCE OF 1158.72 FEET TO THE POINT OF BEGINNING.



**LEGEND**

- PROJECT BOUNDARY
- COUNTY BOUNDARY
- RETAINMENT  
FOR THE 2014 AGREEMENT AGREEMENT

**NOTES**

1. ACRES IS APPROXIMATE AND EXCLUDES AREA FOR STRUCTURES, STREETS, PARKING, SWAMPY MANAGEMENT AND OPEN SPACE OR OTHER DESIGNATED USES.
2. INCLUDES BRIDGES & SOCIAL DEVELOPMENT, STREET CONSTRUCTION, LIGHTS, FENCES, LIGHTS AND SIGNALS ETC.
3. INCLUDES ENVIRONMENTAL EDUCATIONAL, CANOE, POND, FIRE RANGER, TRAIL, AND SWAMP USES.
4. INCLUDES TRAILS AND ACTIVE RECREATION, NATURAL AREAS AND OTHER COMMON OPEN SPACE.
5. MULTIPURPOSE AND COMPOUND POND WILL BE LOCATED DURING THE COURSE OF THE DEVELOPMENT OF THE POND.
6. ADDITIONAL IMPROVEMENTS OR PHASING IS LOCATED ON MAP D'TAILED JOINTLY.
7. ADDITIONAL INTERNAL ROADS WILL BE LOCAL AND COLLECTOR ROADS.

LAND USE	ACRES	PHASE 1 2006-2010	PHASE 2 2011-2015	PHASE 3 2016-2020	PHASE 4 2021-2025	TOTAL
Residential		2,025 ac	2,170 ac	230 ac	0	4,425 ac
M/F	3,224	474 ac	1,791 ac	1,070 ac	0	3,335 ac
Ball	179	179,000 sf	340,562 sf	100,000 sf	0	319,562 sf
Resort & Office	125	126,125 sf	400,375 sf	400,375 sf	100,375 sf	1,027,250 sf
Light Industrial		130,125 sf	400,375 sf	400,375 sf	400,375 sf	1,331,250 sf
Industrial						
Multi-Use/Retail		23,400 sf	114,321 sf	47,000 sf	0 ac	184,721 sf
Multi-Use/Hotel						
Multi-Use/Hotel	125	0 ac	0 ac	0 ac	0 ac	0 ac
Recreation/						
Open Space						
Regional	0	0 ac	0 ac	0 ac	0 ac	0 ac
Other		0 ac	0 ac	0 ac	0 ac	0 ac
<b>TOTAL</b>	<b>5,245</b>					

BOUNDARY SURVEY: GILPEPPER & TERRELLING, INC. APRIL 6, 2015

**MASTER DEVELOPMENT PLAN**

**RIVERLAND / KENNEDY DRI**

