

## SECOND ADDENDUM TO AGREEMENT

This Second Addendum to Agreement made and entered into this 13<sup>th</sup> day of NOVEMBER, 2007, by and between The City of Port St. Lucie, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter referred to as the "City" and Sawgrass Lakes Master Association, Inc., a Florida not for profit corporation, hereinafter referred to as the "Association".

### WITNESSETH:

WHEREAS, the City and Sawgrass Lakes, Inc. entered into an Agreement dated December 23, 1996, providing for a license from the City to Sawgrass Lakes, Inc. for limited passive activities of the water body known as S.W.F.S.L. Pond A4 in Planning Area 731, owned by the City.

WHEREAS, Sawgrass Lakes, Inc., assigned its rights in the Agreement to the Association; and

WHEREAS, the parties executed an Addendum to the Agreement dated March 29, 2006; and

WHEREAS, the parties wish to modify the Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed that the Agreement is modified as follows:

1) Paragraph 2 of the Agreement shall be modified to read as follows:

*2. Association and its successors and assigns are hereby granted a non-exclusive license and right to use the premises described as S.W.F.S.L. Pond A4 in Planning Area 731 and as more particularly described in Exhibits "A" and "B" attached hereto and by reference incorporated herein. The non-exclusive license is strictly for the limited purposes of fishing; the use of non-motorized water craft and water craft powered by electric motors up to a fifty-pound thrust; and the withdrawal of water from the lake for irrigation. The parties agree that all water craft must be removed from the lake when not in use. Additionally, Association agrees that it will not construct or otherwise authorize the construction of any docks or other permanent improvements within the lake. The Association agrees that any withdrawal of water from the lake for irrigation purposes shall not: (1) change the profile of the lake; (2) disturb vegetation within the lake; nor (3) increase the turbidity of the lake.*

The parties acknowledge that the enlargement of the S.W.F.S.L. Pond A4 in Planning Area 731 as outlined on the "Conceptual Development Plan Map" attached hereto as Exhibit "B", has occurred. The license granted hereunder shall extend to those enlarged premises.

Except as herein modified, all the terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

Attested to by:

Laura A. Phillips  
City Clerk: \_\_\_\_\_

CITY OF PORT ST. LUCIE

Donald C. Cooper  
Donald C. Cooper, City Manager

WITNESSES:

Robert Kassof, Treas.  
Printed Name: \_\_\_\_\_

Robert Kassof, Treas.  
Printed Name: Kathy J. Eible, Sec

Kathy J. Eible, Sec

SAWGRASS LAKES MASTER ASSOCIATION, INC.

[Signature]  
Its: PRESIDENT

## ADDENDUM TO AGREEMENT

This Addendum to Agreement made and entered into this 29<sup>th</sup> day of March, 2006, by and between The City of Port St. Lucie, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter referred to as the "City" and Sawgrass Lakes Master Association, Inc., a not for profit corporation, hereinafter referred to as the "Association".

### WITNESSETH:

WHEREAS, the City and Sawgrass Lakes, Inc. entered into an Agreement dated December 23, 1996, providing for a license from the City to Sawgrass Lakes, Inc. for limited passive activities of the water body known as S.W.F.S.L. Pond A4 in Planning Area 731, owned by the City.

WHEREAS, Sawgrass Lakes, Inc., assigned its rights in the Agreement to the Association; and

WHEREAS, the parties wish to modify the Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed that the Agreement is modified as follows:

1) All references to Sawgrass Lakes, Inc. are hereby modified to be Sawgrass Lakes Master Association, Inc. ("Association").

2) Paragraph 2 of the Agreement shall be modified to read as follows:

*2. Association and its successors and assigns are hereby granted a non-exclusive license and right to use the premises described as S.W.F.S.L. Pond A4 in Planning Area 731 and as more particularly described in Exhibit "A" attached hereto and by reference incorporated herein. The non-exclusive license is strictly for the limited purposes of fishing and the use of non-motorized water craft and water craft powered by electric motors up to a fifty-pound thrust. The parties agree that all water craft must be removed from the lake when not in use. Additionally, Association agrees that it will not construct or otherwise authorize the construction of any docks or other permanent improvements within the lake.*

*The parties acknowledge that the enlargement of the S.W.F.S.L. Pond A4 in Planning Area 731 as outlined on the "Conceptual Development Plan Map" attached hereto as*

Exhibit "B", has occurred. The license granted hereunder shall extend to those enlarged premises.

Except as herein modified, all the terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

Attested to by:

Karen A. Phillips  
City Clerk: Karen A. Phillips

CITY OF PORT ST. LUCIE

Donald C. Cooper  
Donald C. Cooper, City Manager

WITNESSES:

Mary Hornbeck  
Printed Name: MARY HORNBECK

April Storcus  
Printed Name: April Storcus

SAWGRASS LAKES MASTER ASSOCIATION, INC.

Robert Kasson  
Its: Robert Kasson

EXHIBIT A

ASK  
RETURN TO:  
McCarty, Summers, DeLoe,  
Wood, Sawyer & Pary, P.A.  
1201 E. Ocean Blvd. Second Floor  
Stuart, FL 34996  
SLOOCT

AGREEMENT

THIS AGREEMENT is made this 23<sup>rd</sup> day of December, 1986, by and between the CITY OF PORT ST. LUCIE, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter referred to as the "City," and SAWGRASS LAKES, INC., a Florida corporation, hereinafter referred to as "Sawgrass Lakes."

WHEREAS, the City is the owner of certain property described as S.W.F.S.L. Pond A4 in Planning Area 731 and as more particularly described in Exhibit "A" attached hereto and by reference incorporated herein; and

WHEREAS, Sawgrass Lakes is a corporation established for the purpose of developing the Sawgrass Lakes, Inc. development, located in St. Lucie County, Florida; and

WHEREAS, Sawgrass Lakes desires to have the residents of the development utilize the lake for limited passive activities; and

WHEREAS, the City is willing to permit utilization of the lake by Sawgrass Lakes subject to the terms and conditions set forth hereinbelow.

NOW, THEREFORE, in order to carry out their intent as expressed above and in consideration of the below agreements and covenants set forth herein, the parties agree as follows:

1. This agreement shall become effective on the date first entered herein.
2. Sawgrass Lakes and its successors and assigns are hereby granted a non-exclusive license and right to use the premises

JONAE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY  
File Number: 1791355 OR BOOK 1285 PAGE 1984  
Recorded: 03/14/00 10:58

described as S.W.F.S.L. Pond A4 in Planning Area 731 and as more particularly described in Exhibit "A" attached hereto and by reference incorporated herein. The non-exclusive license is strictly for the limited purposes of fishing and using non-motorized watercraft. As consideration for the license, Sawgrass Lakes agree to stock the lake with fish.

The parties anticipate the enlargement of S.W.F.S.L. Pond A-4 in Planning Area 731 as outlined on the "Conceptual Development Plan Map," attached hereto as Exhibit "B". The license granted hereunder shall extend to those enlarged premises.

3. The term of this license is twenty-five (25) years, beginning on the effective date of the Agreement. Sawgrass Lakes has the option to renew for one (1) twenty-five (25) year term; provided the City has not terminated the agreement pursuant to paragraph 9 herein.

4. No provision of this agreement shall be construed to create a partnership between the City and Sawgrass Lakes or in any way make either responsible for any debts, losses, or liabilities of the other.

5. Sawgrass Lakes shall procure and maintain in force at its own expense, during the term of this license and any extension thereof, public liability insurance with insurers and through brokers approved by the City. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring within the licensed premises in the minimum amount of one million (\$1,000,000.00) dollars for any one

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accident and one million (\$1,000,000.00) dollars for property damage; provided, however, that such coverage shall be limited to injuries and claims of the residents of Sawgrass Lakes or its successors or assigns and their guests and invitees. The policy shall be delivered to the City for keeping. Sawgrass Lakes shall obtain a written obligation from the insurers to notify the City in writing at least thirty (30) days prior to cancellation or refusal to renew any policy.

6. Sawgrass Lakes will exercise this license at its own risk and assume full responsibility for the condition of the premises. The City makes no assurances that the premises are free of obstruction and otherwise safe for fishing and using non-motorized watercraft. The City has not inspected the premises nor does it have any knowledge of the conditions existing thereon.

7. The City shall not be liable for any damage or liability claims for injury to persons or property from any cause relating to the use, improvement, maintenance or operation of the licensed premises by Sawgrass Lakes and its members during the term of this license or any extension thereof. Sawgrass Lakes shall indemnify the City from all liability, loss or other damage, claims or obligations resulting from any injuries or losses of this nature and, further, from any claims that may arise as a result of Sawgrass Lake's use of the premises.

8. Upon the creation of the Sawgrass Lakes Property Owners Associates, Inc., a Florida not-for-profit corporation, Sawgrass Lakes shall assign this license to it and shall condition such

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assignment on the Sawgrass Lakes Property Owners Association, Inc. abiding by each and every term and condition of this license agreement.

9. Failure of Sawgrass Lakes to comply with each and every term and condition of this license shall constitute a breach of this license. Sawgrass Lakes shall have thirty (30) days after the date of written notice of any breach to correct the condition specified in the notice or, if the corrections cannot be made within the thirty (30) day period, Sawgrass Lakes shall have a reasonable time to correct provided that some action is commenced by Sawgrass Lakes within fifteen (15) days after receipt of the notice. However, should the condition or activity constitute a safety hazard, the City may notify Sawgrass Lakes that the dangerous condition must be immediately resolved and failure to take immediate action to resolve a dangerous condition shall constitute a breach of this license. In the event Sawgrass Lakes breaches this license, the City shall have the right to terminate this license and upon termination Sawgrass Lakes shall have no right to the access to or use of the premises.

10. Any and all remedies provided to the City for the enforcement of the provisions of this license are cumulative and non-exclusive and the City shall be entitled to pursue either the rights enumerated in this license or remedies authorized by law or both. Sawgrass Lakes shall be liable for any costs or expenses incurred by the City in enforcing any terms of this license or in pursuing any legal action for the enforcement of the City's rights.

11. Sawgrass Lakes, in the exercise of the license granted

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hereunder, shall comply with and abide by all of the terms and conditions of this Agreement and by all reasonable rules and regulations imposed, from time to time, by the City pertaining to the use of the premises. Sawgrass Lakes acknowledges that this license grants to it a license only and that it does not acquire a property interest in the premises.

12. This license shall be governed by the laws of the State of Florida and venue of any proceedings hereunder shall be in a court of proper jurisdiction in St. Lucie County, Florida.

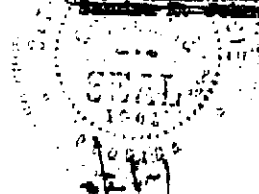
IN WITNESS WHEREOF, the parties have ~~set~~ their hands and seals the day and year first above written.

CITY OF PORT ST. LUCIE

BY: Donald B. Cooper  
Donald B. Cooper, City Manager

ATTEST:

Patricia M. Garthwaite  
Patricia M. Garthwaite, City Clerk  
Deputy



Witness Wesley H. Paddy

Witness Diane Borge  
Diane Borge

SAWGRASS LAKES PROPERTY OWNERS ASSOCIATION

BY: [Signature]

OR BOOK 1285 PAGE 198B

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EXHIBIT "A"

Port St. Lucie Settlement Agreement - EXHIBIT I  
City Planning Area 48  
(CDC Parcel IV) - Item 3  
Sheet 1 of 3

LEGAL DESCRIPTION:

A portion of Sections 19, 21, 25 and 29, Township 37 South, Range 40 East, St. Lucie County, Florida being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 29; thence S00°01'21"E, along the East line of said Section 29, for 1250.00 feet to the POINT OF BEGINNING; thence S88°28'38"W for 1082.48 feet to a point of curvature of a circular curve to the right having a radius of 200.00 feet and a central angle of 81°00'00"; thence Westerly and Northwesterly along the arc of said curve for 212.93 feet to a point of tangency; thence N29°01'22"W for 970.48 feet to a point of curvature of a circular curve to the left having a radius of 78.00 feet and a central angle of 107°30'01"; thence Northwesterly, Westerly and Southwesterly along the arc of said curve for 140.73 feet to a point of reverse curvature of a circular curve to the left having a radius of 794.88 feet and a central angle of 09°23'23"; thence Southwesterly along the arc of said curve for 47.48 feet to a point of reverse curvature of a circular curve to the left having a radius of 78.00 feet and a central angle of 78°24'47"; thence Southwesterly, Southerly and Southeasterly along the arc of said curve for 88.37 feet to a point of tangency; thence S29°01'22"E for 888.78 feet to a point of curvature of a circular curve to the left having a radius of 200.00 feet and a central angle of 81°00'00"; thence Southwesterly and Easterly along the arc of said curve for 212.93 feet to a point of tangency; thence N29°01'22"E for 377.88 feet to a point of curvature of a circular curve to the right having a radius of 200.00 feet and a central angle of 38°48'38"; thence Easterly and Southeasterly along the arc of said curve for 129.02 feet to a point of tangency; thence S89°11'39"E for 423.02 feet to a point of curvature of a circular curve to the right having a radius of 280.84 feet and a central angle of 49°04'13"; thence Southeasterly, along the arc of said curve for 240.38 feet to a point of tangency; thence S81°07'48"E for 788.38 feet to a point of curvature of a circular curve to the left having a radius of 30.00 feet and a central angle of 80°22'14"; thence Southeasterly, along the arc of said curve for 70.47 feet to a point of tangency; thence S22°06'00"E for 118.44 feet to a point of curvature of a circular curve to the left having a radius of 30.00 feet and a central angle of 88°21'18"; thence Southeasterly, Easterly and Northwesterly, along the arc of said curve for 74.48 feet to a point of tangency; thence N12°38'42"E for 814.21 feet to a point of curvature of a circular curve to the right having a radius of 1000.00 feet and a central angle of 33°12'10"; thence Northwesterly, along the arc of said curve for 578.50 feet to a point of tangency; thence S48°40'31"E for 184.11 feet to a point of curvature of a circular curve to the right having a radius of 815.91 feet and a central angle of 22°31'48"; thence Northwesterly, along the arc of said curve for 477.38 feet to a point of compound curvature of a circular curve to the right having a radius of 281.28 feet and a central angle of 77°49'20"; thence Northwesterly, Easterly and Southeasterly, along the arc of said curve for 382.03 feet to a point of tangency; thence S28°23'04"E for 38.73 feet to a point of curvature of a circular curve to the left having a radius of 220.00 feet and a central angle of 31°00'38"; thence Southwesterly, along the arc of said curve for 119.07 feet to a point of compound curvature of a circular curve to the left having a radius of 148.00 feet and a central angle of 142°34'74"; thence Southwesterly, Easterly, Northwesterly, Northwesterly and Northwesterly along the arc of said curve for 348.37 feet to a point of tangency; thence S20°03'08"E for 191.31 feet; thence N48°28'52"E for 190.78 feet to a point of POINT ST. LUCIE SECTION THIRTY SEVEN as recorded in Plat Book 13 at Page 18 of the Public Records of St. Lucie County, Florida said

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EXHIBIT "A"

Port St. Lucia Settlement Agreement - EXHIBIT I  
City Planning Area 48  
(GDC Parcel IV) -- Item 3  
Sheet 2 of 5

OR BOOK 1285 PAGE 1990

point also being a point on the arc of a circular curve to the left having a radial bearing of  $N70^{\circ}14'12''E$ , a radius of 1150.00 feet and a central angle of  $63^{\circ}44'20''$ ; thence Northwesterly, along the arc of said curve and along the Westerly Right-of-Way line of said PAAR DRIVE for 75.04 feet; thence, leaving the Westerly Right-of-Way line of said PAAR DRIVE,  $S89^{\circ}54'52''W$  for 178.71 feet; thence  $N20^{\circ}03'08''W$  for 74.30 feet to a point of curvature of a circular curve to the left having a radius of 200.00 feet and a central angle of  $80^{\circ}00'00''$ ; thence Northwesterly, Westerly and Southwesterly, along the arc of said curve for 314.18 feet to a point of tangency; thence  $S48^{\circ}28'52''W$  for 74.31 feet to a point of curvature of a circular curve to the left having a radius of 400.00 feet and a central angle of  $18^{\circ}37'24''$ ; thence Southwesterly, along the arc of said curve for 130.02 feet to a point of tangency; thence  $N81^{\circ}19'27''W$  for 328.08 feet to a point of curvature of a circular curve to the right having a radius of 100.00 feet and a central angle of  $128^{\circ}13'42''$ ; thence Southwesterly, Westerly, Northwesterly and Northerly, along the arc of said curve for 223.80 feet to a point of tangency; thence  $N00^{\circ}28'30''W$  for 1770.81 feet to a point of curvature of a circular curve to the left having a radius of 200.00 feet and a central angle of  $58^{\circ}38'13''$ ; thence Northerly and Northwesterly along the arc of said curve for 184.04 feet to a point of tangency; thence  $N84^{\circ}02'03''W$  for 1011.28 feet to a point of curvature of a circular curve to the right having a radius of 200.00 feet and a central angle of  $39^{\circ}28'13''$ ; thence Northwesterly, along the arc of said curve for 127.78 feet to a point of tangency; thence  $N48^{\circ}33'47''W$  for 243.48 feet to a point of curvature of a circular curve to the right having a radius of 198.24 feet and a central angle of  $84^{\circ}00'15''$ ; thence Northwesterly, Northerly and Northwesterly, along the arc of said curve for 184.97 feet to a point of tangency; thence  $N87^{\circ}28'28''E$  for 190.31 feet to a point on the Westerly Right-of-Way line of said PAAR DRIVE, said point also being a point on the arc of a circular curve to the right having a radial bearing of  $S28^{\circ}23'54''W$ , a radius of 1360.00 feet and a central angle of  $63^{\circ}43'38''$ ; thence Northwesterly, along the arc of said curve and along the Westerly Right-of-Way line of said PAAR DRIVE for 100.81 feet; thence, leaving the Westerly Right-of-Way line of said PAAR DRIVE,  $S37^{\circ}18'28''W$  for 428.88 feet to a point of curvature of a circular curve to the left having a radius of 100.00 feet and a central angle of  $47^{\circ}08'23''$ ; thence Southwesterly and Southerly, along the arc of said curve for 81.30 feet to a point of reverse curvature of a circular curve to the right having a radius of 300.00 feet and a central angle of  $78^{\circ}40'42''$ ; thence Southerly and Southwesterly, along the arc of said curve for 688.32 feet to a point of tangency; thence  $S88^{\circ}27'48''W$  for 72.48 feet to a point of curvature of a circular curve to the right having a radius of 200.00 feet and a central angle of  $88^{\circ}14'30''$ ; thence Southwesterly, Westerly and Northwesterly, along the arc of said curve for 227.74 feet to a point of tangency; thence  $N44^{\circ}47'42''W$  for 847.82 feet to a point of curvature of a circular curve to the right having a radius of 343.08 feet and a central angle of  $98^{\circ}48'50''$ ; thence Northwesterly, Northerly and Northwesterly, along the arc of said curve for 381.13 feet to a point of reverse curvature of a circular curve to the right having a radius of 273.12 feet and a central angle of  $78^{\circ}37'41''$ ; thence Northwesterly, Northerly and Northwesterly, along the arc of said curve for 388.28 feet to a point of tangency; thence  $N22^{\circ}29'33''W$  for 823.18 feet to a point of curvature of a circular curve to the left having a radius of 80.00 feet and a central angle of  $33^{\circ}34'43''$ ; thence Northwesterly, along the arc of said curve for 38.18 feet to a point of tangency; thence  $N68^{\circ}14'18''W$  for 83.02 feet to a point of curvature of a circular curve to the left having a radius of 80.00 feet and a central angle of  $157^{\circ}12'41''$ ; thence Northwesterly, Westerly, Southwesterly, Southerly and Northwesterly, along the arc of said curve for 184.53 feet to a point of tangency; thence  $S33^{\circ}28'57''E$  for 433.82 feet to

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EXHIBIT "A"

Port St. Lucie Settlement Agreement - EXHIBIT E  
City Planning Area 43  
(CDC Parcel IV) -- Item 3  
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a point of curvature of a circular curve to the left having a radius of 237.88 feet and a central angle of 70°00'17"; thence Southeastery, Easterly and Northeastery, along the arc of said curve for 290.84 feet to a point of tangency; thence N78°32'48"E for 102.47 feet to a point of curvature of a circular curve to the right having a radius of 75.00 feet and a central angle of 90°47'40"; thence Northeastery, Easterly and Southeastery, along the arc of said curve for 108.78 feet to a point of tangency; thence S22°38'33"E for 358.50 feet to a point of curvature of a circular curve to the right having a radius of 300.00 feet and a central angle of 108°36'38"; thence Southeastery Southerly and Southeastery, along the arc of said curve for 382.87 feet to a point of tangency; thence S42°37'42"W for 1028.41 feet to a point of curvature of a circular curve to the left having a radius of 105.00 feet and a central angle of 21°33'38"; thence Southeastery, along the arc of said curve for 188.4A feet; thence S84°28'00"W for 44.38 feet to a point on the Easterly Right-of-Way line of DAWNIN BOULEVARD as shown on the plat of PORT ST. LUCIE SECTION TWENTY TWO as recorded in Plat Book 17 at Page 28 of the Public Records of St. Lucie County, Florida; thence S22°34'00"E, along the Easterly Right-of-Way line of said DAWNIN BOULEVARD for 78.00 feet; thence, leaving the Easterly Right-of-Way line of said DAWNIN BOULEVARD, N64°28'00"E for 80.12 feet to a point on the arc of a circular curve to the left having a radial bearing of S38°04'28"W, a radius of 105.00 feet and a central angle of 81°18'18"; thence Southeastery, Easterly and Northeastery, along the arc of said curve for 83.98 feet to a point of tangency; thence N77°38'48"E for 850.84 feet to a point of curvature of a circular curve to the right having a radius of 100.00 feet and a central angle of 78°31'48"; thence Northeastery, Easterly and Southeastery, along the arc of said curve for 137.08 feet to a point of tangency; thence S23°48'01"E for 470.39 feet to a point of curvature of a circular curve to the left having a radius of 450.00 feet and a central angle of 21°07'40"; thence Southeastery, along the arc of said curve for 188.84 feet to a point of tangency; thence S44°47'42"E for 827.73 feet to a point of curvature of a circular curve to the right having a radius of 240.00 feet and a central angle of 83°48'38"; thence Southeastery, Southerly and Southeastery, along the arc of said curve for 287.36 feet to a point of tangency; thence S18°01'38"W for 82.83 feet to a point of curvature of a circular curve to the right having a radius of 488.81 feet and a central angle of 48°01'21"; thence Southeastery, along the arc of said curve for 318.08 feet to a point of reverse curvature of a circular curve to the left having a radius of 581.53 feet and a central angle of 23°39'42"; thence Southeastery, along the arc of said curve for 227.77 feet to a point of reverse curvature of a circular curve to the right having a radius of 388.00 feet and a central angle of 48°47'22"; thence Southeastery, along the arc of said curve for 314.40 feet to a point of reverse curvature of a circular curve to the left having a radius of 30.00 feet and a central angle of 180°00'00"; thence Southeastery, Southerly, Southeastery and Easterly, along the arc of said curve for 187.08 feet to a point of compound curvature of a circular curve to the left having a radius of 488.00 feet and a central angle of 48°47'22"; thence Easterly and Northeastery, along the arc of said curve for 398.37 feet to a point of reverse curvature of a circular curve to the right having a radius of 481.53 feet and a central angle of 23°39'42"; thence Northeastery, along the arc of said curve for 188.47 feet to a point of reverse curvature of a circular curve to the left having a radius of 778.14 feet and a central angle of 38°48'38"; thence Northeastery, along the arc of said curve for 525.52 feet to a point of tangency; thence N20°02'28"W for 441.22 feet to a point of curvature of a circular curve to the right having a radius of 40.00 feet and a central angle of 88°48'07"; thence Northeastery and Easterly, along the arc of said curve for 48.73 feet to a point of tangency; thence S88°57'32"E for 1214.51 feet to a point of curvature of a circular

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EXHIBIT "A"

Port St. Louis Settlement Agreement - EXHIBIT E  
City Planning Area 48  
(CDC Parcel IV) - Item 3

Sheet 4 of 5

curve to the right having a radius of 11.22 feet and a central angle of  $87^{\circ}50'37''$ ; thence Easterly and Northeastly, along the arc of said curve for 83.88 feet to a point of tangency; thence  $S22^{\circ}08'34''E$  for 484.38 feet to a point of curvature of a circular curve to the right having a radius of 884.83 feet and a central angle of  $22^{\circ}08'12''$ ; thence Southeastly, and Southerly along the arc of said curve for 371.88 feet to a point of tangency; thence  $S00^{\circ}01'22''E$  for 1045.18 feet to a point of curvature of a circular curve to the right having a radius of 200.00 feet and a central angle of  $90^{\circ}00'00''$ ; thence Southerly, Southwestly and Westerly, along the arc of said curve for 314.18 feet to a point of tangency; thence  $S88^{\circ}58'38''W$  for 100.01 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Port St. Louis, St. Louis County, Florida, containing 80.88 acres, more or less.

All of the above subject to any easements and/or Rights-of-Way of record.

DR BOOK 1285 PAGE 1992

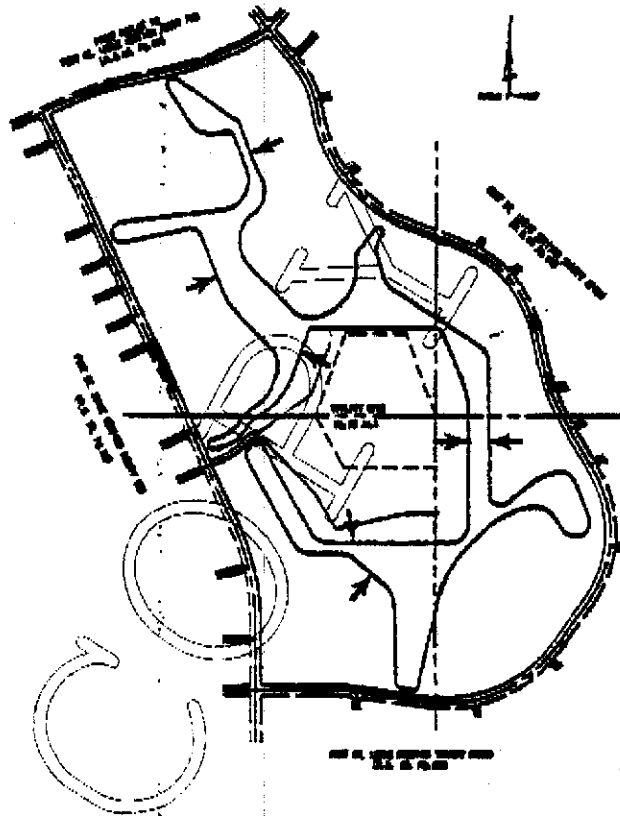
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### EXHIBIT "A"

Port St. Louis Settlement Agreement - EXHIBIT X  
City Planning Area 4E  
(CDC Parcel IV) - Item 3  
Sheet 2 of 2



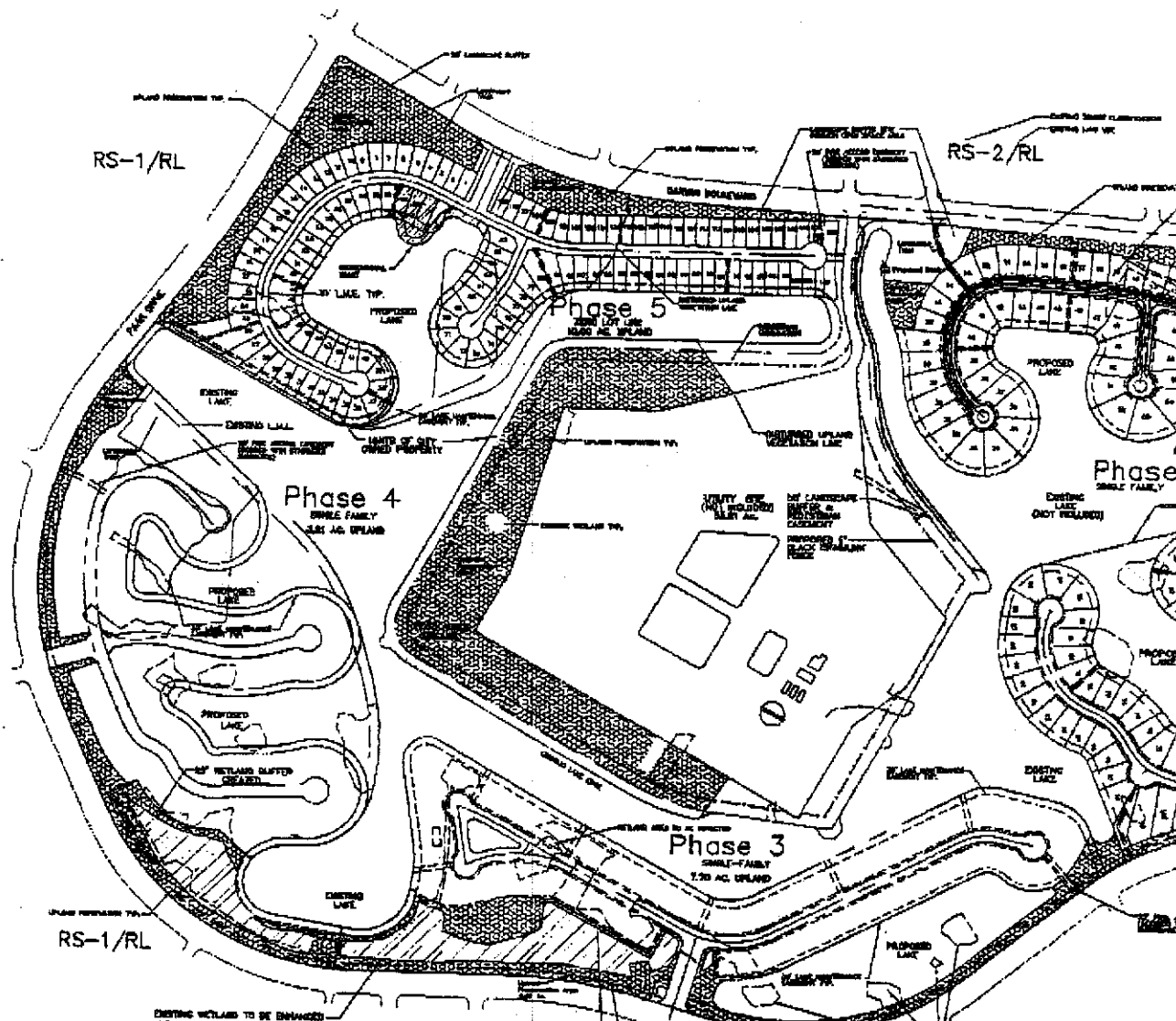
DR BOOK 1285 PAGE 1993

SEVERAL PAGES 2 & 4 OF PLANNING AREA 7E1  
A PART OF SECTION 20, T. 20 N., R. 10 W.  
COUNTY OF PORTLAND, MISSOURI  
CITY OF PORTLAND, MISSOURI  
PLANNING AREA 7E1

PRO 754 RECD 849

EX. B

EXHIBIT B



EXISTING WETLANDS TO BE ENHANCED AND PRESERVED

NOTE:  
 1. THE USE OF WETLANDS SHALL BE LIMITED TO THE USES LISTED IN THE WETLANDS REGULATIONS OF THE STATE OF FLORIDA.

2. THE USE OF WETLANDS SHALL BE LIMITED TO THE USES LISTED IN THE WETLANDS REGULATIONS OF THE STATE OF FLORIDA.

3. THE USE OF WETLANDS SHALL BE LIMITED TO THE USES LISTED IN THE WETLANDS REGULATIONS OF THE STATE OF FLORIDA.



*Sawgrass Lakes*  
 Part St. Lucie, Florida

DATE	DESCRIPTION	BY	CHKD BY

**GT** CULPEPPER & TERPENING INC.

CONSULTING ENGINEERS & LAND SURVEYORS  
 2900 SOUTH 25th STREET  
 FORT PIERCE, FLORIDA 34946  
 (888) 641-5537



# CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE



A CITY FOR ALL AGES

LETTER OF TRANSMITTAL

DATE: NOVEMBER 26, 2007

TO: SAWGRASS LAKES, INC.  
ATTN: KATHY EIBLE  
491 S.W. DEER RUN DR.  
PT. ST. LUCIE, FL 34953

FROM: CITY CLERK'S OFFICE  
CITY OF PORT ST. LUCIE  
121 SW PORT ST. LUCIE BLVD.  
PORT ST. LUCIE, FL 34984

RE: SAWGRASS LAKES MASTER ASSOCIATES  
SECOND ADDENDUM TO AGREEMENT

PLEASE FIND ENCLOSED:

FULLY EXECUTED ORIGINAL CONTRACT FOR YOUR FILE.

FULLY EXECUTED COPY OF THE CONTRACT FOR YOUR FILE.

OTHER: PLEASE EXECUTE AND RETURN **ONE** ORIGINAL.

SINCERELY,

APRIL STONCIUS  
CITY CLERK'S OFFICE



## SECOND ADDENDUM TO AGREEMENT

This Second Addendum to Agreement made and entered into this 13<sup>th</sup> day of NOVEMBER, 2007, by and between The City of Port St. Lucie, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter referred to as the "City" and Sawgrass Lakes Master Association, Inc., a Florida not for profit corporation, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the City and Sawgrass Lakes, Inc. entered into an Agreement dated December 23, 1996, providing for a license from the City to Sawgrass Lakes, Inc. for limited passive activities of the water body known as S.W.F.S.L. Pond A4 in Planning Area 731, owned by the City.

WHEREAS, Sawgrass Lakes, Inc., assigned its rights in the Agreement to the Association; and

WHEREAS, the parties executed an Addendum to the Agreement dated March 29, 2006; and

WHEREAS, the parties wish to modify the Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed that the Agreement is modified as follows:

1) Paragraph 2 of the Agreement shall be modified to read as follows:

*2. Association and its successors and assigns are hereby granted a non-exclusive license and right to use the premises described as S.W.F.S.L. Pond A4 in Planning Area 731 and as more particularly described in Exhibits "A" and "B" attached hereto and by reference incorporated herein. The non-exclusive license is strictly for the limited purposes of fishing; the use of non-motorized water craft and water craft powered by electric motors up to a fifty-pound thrust; and the withdrawal of water from the lake for irrigation. The parties agree that all water craft must be removed from the lake when not in use. Additionally, Association agrees that it will not construct or otherwise authorize the construction of any docks or other permanent improvements within the lake. The Association agrees that any withdrawal of water from the lake for irrigation purposes shall not: (1) change the profile of the lake; (2) disturb vegetation within the lake; nor (3) increase the turbidity of the lake.*

The parties acknowledge that the enlargement of the S.W.F.S.L. Pond A4 in Planning Area 731 as outlined on the "Conceptual Development Plan Map" attached hereto as Exhibit "B", has occurred. The license granted hereunder shall extend to those enlarged premises.

Except as herein modified, all the terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

Attested to by:

*Laura A. Phillips*  
City Clerk: \_\_\_\_\_

CITY OF PORT ST. LUCIE

*Donald C. Cooper*  
Donald C. Cooper, City Manager

WITNESSES:

SAWGRASS LAKES MASTER  
ASSOCIATION, INC.

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

\_\_\_\_\_  
Its: \_\_\_\_\_

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

## ADDENDUM TO AGREEMENT

This Addendum to Agreement made and entered into this 29<sup>th</sup> day of March, 2006, by and between The City of Port St. Lucie, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter referred to as the "City" and Sawgrass Lakes Master Association, Inc., a not for profit corporation, hereinafter referred to as the "Association".

### WITNESSETH:

WHEREAS, the City and Sawgrass Lakes, Inc. entered into an Agreement dated December 23, 1996, providing for a license from the City to Sawgrass Lakes, Inc. for limited passive activities of the water body known as S.W.F.S.L. Pond A4 in Planning Area 731, owned by the City.

WHEREAS, Sawgrass Lakes, Inc., assigned its rights in the Agreement to the Association; and

WHEREAS, the parties wish to modify the Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed that the Agreement is modified as follows:

- 1) All references to Sawgrass Lakes, Inc. are hereby modified to be Sawgrass Lakes Master Association, Inc. ("Association").
- 2) Paragraph 2 of the Agreement shall be modified to read as follows:

*2. Association and its successors and assigns are hereby granted a non-exclusive license and right to use the premises described as S.W.F.S.L. Pond A4 in Planning Area 731 and as more particularly described in Exhibit "A" attached hereto and by reference incorporated herein. The non-exclusive license is strictly for the limited purposes of fishing and the use of non-motorized water craft and water craft powered by electric motors up to a fifty-pound thrust. The parties agree that all water craft must be removed from the lake when not in use. Additionally, Association agrees that it will not construct or otherwise authorize the construction of any docks or other permanent improvements within the lake.*

*The parties acknowledge that the enlargement of the S.W.F.S.L. Pond A4 in Planning Area 731 as outlined on the "Conceptual Development Plan Map" attached hereto as*

Exhibit "B", has occurred. The license granted hereunder shall extend to those enlarged premises.

Except as herein modified, all the terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

Attested to by:

Karen A. Phillips  
City Clerk: Karen A. Phillips

CITY OF PORT ST. LUCIE

Donald C. Cooper  
Donald C. Cooper, City Manager

WITNESSES:

Mary Hornbeck  
Printed Name: MARY HORNBECK

April Storcus  
Printed Name: April Storcus

SAWGRASS LAKES MASTER ASSOCIATION, INC.

Robert Kasson  
Its: Robert Kasson

EXHIBIT 'A'

ASK

RETURN TO:  
McCarty, Brennan, Peltz,  
Wood, Sawyer & Perry, P.A.  
201 E. Canal Blvd., Second Floor  
Stuart, FL 34996

SLOOY

AGREEMENT

THIS AGREEMENT is made this 17<sup>th</sup> day of December, 1996, by and between the CITY OF PORT ST. LUCIE, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter referred to as the "City," and SAWGRASS LAKES, INC., a Florida corporation, hereinafter referred to as "Sawgrass Lakes."

WHEREAS, the City is the owner of certain property described as S.W.F.S.L. Pond A4 in Planning Area 731 and as more particularly described in Exhibit 'A' attached hereto and by reference incorporated herein; and

WHEREAS, Sawgrass Lakes is a corporation established for the purpose of developing the Sawgrass Lakes, Inc. development, located in St. Lucie County, Florida; and

WHEREAS, Sawgrass Lakes desires to have the residents of the development utilize the lake for limited passive activities; and

WHEREAS, the City is willing to permit utilization of the lake by Sawgrass Lakes subject to the terms and conditions set forth hereinbelow.

NOW, THEREFORE, in order to carry out their intent as expressed above and in consideration of the below agreements and covenants set forth herein, the parties agree as follows:

1. This agreement shall become effective on the date first entered herein.
2. Sawgrass Lakes and its successors and assigns are hereby granted a non-exclusive license and right to use the premises

FORRE HODMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY  
File Number: 1791355 OR BOOK 1295 PAGE 1984  
Recorded: 03/14/00 10:58

described as S.W.F.S.L. Pond A4 in Planning Area 731 and as more particularly described in Exhibit "A" attached hereto and by reference incorporated herein. The non-exclusive license is strictly for the limited purposes of fishing and using non-motorized watercraft. As consideration for the license, Sawgrass Lakes agrees to stock the lake with fish.

The parties anticipate the enlargement of S.W.F.S.L. Pond A-4 in Planning Area 731 as outlined on the "Conceptual Development Plan Map," attached hereto as Exhibit "B". The license granted hereunder shall extend to those enlarged premises.

3. The term of this license is twenty-five (25) years, beginning on the effective date of the Agreement. Sawgrass Lakes has the option to renew for one (1) twenty-five (25) year term; provided the City has not terminated the agreement pursuant to paragraph 9 herein.

4. No provision of this agreement shall be construed to create a partnership between the City and Sawgrass Lakes or in any way make either responsible for any debts, losses, or liabilities of the other.

5. Sawgrass Lakes shall procure and maintain in force at its own expense, during the term of this license and any extension thereof, public liability insurance with insurers and through brokers approved by the City. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring within the licensed premises in the minimum amount of one million (\$1,000,000.00) dollars for any one

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accident and one million (\$1,000,000.00) dollars for property damage; provided, however, that such coverage shall be limited to injuries and claims of the residents of Sawgrass Lakes or its successors or assigns and their guests and invitees. The policy shall be delivered to the City for keeping. Sawgrass Lakes shall obtain a written obligation from the insurers to notify the City in writing at least thirty (30) days prior to cancellation or refusal to renew any policy.

6. Sawgrass Lakes will exercise this license at its own risk and assume full responsibility for the condition of the premises. The City makes no assurances that the premises are free of obstruction and otherwise safe for fishing and using non-motorized watercraft. The City has not inspected the premises nor does it have any knowledge of the conditions existing thereon.

7. The City shall not be liable for any damage or liability claims for injury to persons or property from any cause relating to the use, improvement, maintenance or operation of the licensed premises by Sawgrass Lakes and its members during the term of this license or any extension thereof. Sawgrass Lakes shall indemnify the City from all liability, loss or other damage, claims or obligations resulting from any injuries or losses of this nature and, further, from any claims that may arise as a result of Sawgrass Lake's use of the premises.

8. Upon the creation of the Sawgrass Lakes Property Owners Associates, Inc., a Florida not-for-profit corporation, Sawgrass Lakes shall assign this license to it and shall condition such

OR BOOK 1285 PAGE 1984

assignment on the Sawgrass Lakes Property Owners Association, Inc. abiding by each and every term and condition of this license agreement.

9. Failure of Sawgrass Lakes to comply with each and every term and condition of this license shall constitute a breach of this license. Sawgrass Lakes shall have thirty (30) days after the date of written notice of any breach to correct the condition specified in the notice or, if the corrections cannot be made within the thirty (30) day period, Sawgrass Lakes shall have a reasonable time to correct provided that some action is commenced by Sawgrass Lakes within fifteen (15) days after receipt of the notice. However, should the condition or activity constitute a safety hazard, the City may notify Sawgrass Lakes that the dangerous condition must be immediately resolved and failure to take immediate action to resolve a dangerous condition shall constitute a breach of this license. In the event Sawgrass Lakes breaches this license, the City shall have the right to terminate this license and upon termination Sawgrass Lakes shall have no right to the access to or use of the premises.

10. Any and all remedies provided to the City for the enforcement of the provisions of this license are cumulative and non-exclusive and the City shall be entitled to pursue either the rights enumerated in this license or remedies authorized by law or both. Sawgrass Lakes shall be liable for any costs or expenses incurred by the City in enforcing any terms of this license or in pursuing any legal action for the enforcement of the City's rights.

11. Sawgrass Lakes, in the exercise of the license granted

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hereunder, shall comply with and abide by all of the terms and conditions of this Agreement and by all reasonable rules and regulations imposed, from time to time, by the City pertaining to the use of the premises. Sawgrass Lakes acknowledges that this license grants to it a license only and that it does not acquire a property interest in the premises.

12. This license shall be governed by the laws of the State of Florida and venue of any proceedings hereunder shall be in a court of proper jurisdiction in St. Lucie County, Florida.

IN WITNESS WHEREOF, the parties have ~~set~~ their hands and seals the day and year first above written.

CITY OF PORT ST. LUCIE

BY: Donald B. Cooper  
Donald B. Cooper, City Manager

ATTEST:

Patricia M. Gustafson  
Patricia M. Gustafson, City Clerk  
Deputy

Witness: William L. Peck

Witness: Diane Benge  
Diane Benge

SAWGRASS LAKES PROPERTY OWNERS  
ASSOCIATION

BY: [Signature]

OR BOOK 1285 PAGE 198B

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### EXHIBIT "A"

Port St. Louis Settlement Agreement - EXHIBIT I  
City Planning Area 48  
(GDC Parcel IV) - Item 3  
Sheet 1 of 3

#### LEGAL DESCRIPTION:

A portion of Sections 20, 21, 22 and 23, Township 37 South, Range 40 East, St. Louis County, Florida being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 23; thence  $800^{\circ}01'11''$  along the East line of said Section 23, for 1250.00 feet to the POINT OF BEGINNING; thence  $358^{\circ}36'38''$  for 1032.48 feet to a point of curvature of a circular curve to the right having a radius of 200.00 feet and a central angle of  $81^{\circ}00'00''$ ; thence Westerly and Northwesterly along the arc of said curve for 211.93 feet to a point of tangency; thence  $823^{\circ}01'22''$  for 870.48 feet to a point of curvature of a circular curve to the left having a radius of 75.00 feet and a central angle of  $107^{\circ}30'01''$ ; thence Northwesterly, Westerly and Southwesterly along the arc of said curve for 140.73 feet to a point of reverse curvature of a circular curve to the left having a radius of 794.88 feet and a central angle of  $03^{\circ}28'23''$ ; thence Southwesterly along the arc of said curve for 47.48 feet to a point of reverse curvature of a circular curve to the left having a radius of 75.00 feet and a central angle of  $78^{\circ}34'47''$ ; thence Southwesterly, Southerly and Southeastery along the arc of said curve for 98.37 feet to a point of tangency; thence  $823^{\circ}01'22''$  for 800.73 feet to a point of curvature of a circular curve to the left having a radius of 200.00 feet and a central angle of  $81^{\circ}00'00''$ ; thence Southeastery and Easterly along the arc of said curve for 212.43 feet to a point of tangency; thence  $823^{\circ}01'22''$  for 277.89 feet to a point of curvature of a circular curve to the right having a radius of 200.00 feet and a central angle of  $38^{\circ}41'31''$ ; thence Easterly and Southeastery along the arc of said curve for 139.02 feet to a point of tangency; thence  $800^{\circ}11'59''$  for 413.02 feet to a point of curvature of a circular curve to the right having a radius of 250.00 feet and a central angle of  $48^{\circ}04'13''$ ; thence Southeastery along the arc of said curve for 740.36 feet to a point of tangency; thence  $801^{\circ}07'48''$  for 758.35 feet to a point of curvature of a circular curve to the left having a radius of 50.00 feet and a central angle of  $80^{\circ}22'14''$ ; thence Southeastery along the arc of said curve for 70.57 feet to a point of tangency; thence  $823^{\circ}00'00''$  for 118.44 feet to a point of curvature of a circular curve to the left having a radius of 50.00 feet and a central angle of  $88^{\circ}21'18''$ ; thence Southeastery, Easterly and Northeastery along the arc of said curve for 74.48 feet to a point of tangency; thence  $812^{\circ}38'41''$  for 814.21 feet to a point of curvature of a circular curve to the right having a radius of 1000.00 feet and a central angle of  $33^{\circ}12'10''$ ; thence Northeastery along the arc of said curve for 378.50 feet to a point of tangency; thence  $846^{\circ}40'11''$  for 184.11 feet to a point of curvature of a circular curve to the right having a radius of 815.81 feet and a central angle of  $23^{\circ}31'43''$ ; thence Northeastery along the arc of said curve for 477.38 feet to a point of reverse curvature of a circular curve to the right having a radius of 231.28 feet and a central angle of  $77^{\circ}45'20''$ ; thence Northeastery, Easterly and Southeastery along the arc of said curve for 382.03 feet to a point of tangency; thence  $828^{\circ}28'04''$  for 38.73 feet to a point of curvature of a circular curve to the left having a radius of 220.00 feet and a central angle of  $31^{\circ}00'38''$ ; thence Southeastery along the arc of said curve for 119.07 feet to a point of reverse curvature of a circular curve to the left having a radius of 120.00 feet and a central angle of  $141^{\circ}34'14''$ ; thence Southeastery, Easterly, Northeastery, Northerly and Northwesterly along the arc of said curve for 348.37 feet to a point of tangency; thence  $120^{\circ}02'08''$  for 131.11 feet; thence  $848^{\circ}18'18''$  for 180.73 feet to a point on the Westerly Right-of-way line of FAAR DRIVE as shown on the Plat of PORT ST. LOUIS SECTION THIRTY EIGHT as recorded in Plat Book 10 at Page 16 of the Public Records of St. Louis County, Florida said

OF BOOK 1285 PAGE 1989

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EXHIBIT "A"

Port St. Lucia Settlement Agreement - EXHIBIT 3  
City Planning Area 46  
(GDC Parcel IV) -- Item 3  
Sheet 2 of 3

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point also being a point on the arc of a circular curve to the left having a radial bearing of  $N70^{\circ}14'12''E$ , a radius of 1150.00 feet and a central angle of  $63^{\circ}44'22''$ ; thence Northwesterly, along the arc of said curve and along the Westerly Right-of-Way line of said PAAR DRIVE for 73.04 feet; thence, leaving the Westerly Right-of-Way line of said PAAR DRIVE,  $S89^{\circ}56'52''W$  for 178.71 feet; thence  $N20^{\circ}03'08''W$  for 72.50 feet to a point of curvature of a circular curve to the left having a radius of 200.00 feet and a central angle of  $80^{\circ}00'00''$ ; thence Northwesterly, Westerly and Southwesterly, along the arc of said curve for 314.16 feet to a point of tangency; thence  $S88^{\circ}38'32''W$  for 74.31 feet to a point of curvature of a circular curve to the left having a radius of 400.00 feet and a central angle of  $18^{\circ}37'24''$ ; thence Southwesterly, along the arc of said curve for 130.02 feet to a point of tangency; thence  $S81^{\circ}19'37''W$  for 328.06 feet to a point of curvature of a circular curve to the right having a radius of 100.00 feet and a central angle of  $128^{\circ}13'42''$ ; thence Southwesterly, Westerly, Northwesterly and Northerly, along the arc of said curve for 223.00 feet to a point of tangency; thence  $N00^{\circ}28'30''W$  for 1270.81 feet to a point of curvature of a circular curve to the left having a radius of 200.00 feet and a central angle of  $85^{\circ}38'13''$ ; thence Northerly and Northwesterly along the arc of said curve for 184.04 feet to a point of tangency; thence  $N84^{\circ}02'03''W$  for 1013.28 feet to a point of curvature of a circular curve to the right having a radius of 200.00 feet and a central angle of  $39^{\circ}28'15''$ ; thence Northwesterly, along the arc of said curve for 127.78 feet to a point of tangency; thence  $N48^{\circ}33'47''W$  for 143.48 feet to a point of curvature of a circular curve to the right having a radius of 188.24 feet and a central angle of  $84^{\circ}00'15''$ ; thence Northwesterly, Northerly and Northwesterly, along the arc of said curve for 164.97 feet to a point of tangency; thence  $N37^{\circ}28'28''E$  for 190.31 feet to a point on the Westerly Right-of-Way line of said PAAR DRIVE, said point also being a point on the arc of a circular curve to the right having a radial bearing of  $S28^{\circ}23'38''W$ , a radius of 1380.00 feet and a central angle of  $63^{\circ}43'38''$ ; thence Northwesterly, along the arc of said curve and along the Westerly Right-of-Way line of said PAAR DRIVE for 100.81 feet; thence, leaving the Westerly Right-of-Way line of said PAAR DRIVE,  $S37^{\circ}28'28''W$  for 428.58 feet to a point of curvature of a circular curve to the left having a radius of 100.00 feet and a central angle of  $47^{\circ}08'23''$ ; thence Southwesterly and Southerly, along the arc of said curve for 82.30 feet to a point of reverse curvature of a circular curve to the right having a radius of 500.00 feet and a central angle of  $78^{\circ}40'42''$ ; thence Southerly and Southwesterly, along the arc of said curve for 688.32 feet to a point of tangency; thence  $S88^{\circ}17'48''W$  for 72.48 feet to a point of curvature of a circular curve to the right having a radius of 200.00 feet and a central angle of  $88^{\circ}14'00''$ ; thence Southwesterly, Westerly and Northwesterly, along the arc of said curve for 227.74 feet to a point of tangency; thence  $N44^{\circ}47'42''W$  for 647.82 feet to a point of curvature of a circular curve to the right having a radius of 143.08 feet and a central angle of  $98^{\circ}48'50''$ ; thence Northwesterly, Northerly and Northwesterly, along the arc of said curve for 231.25 feet to a point of reverse curvature of a circular curve to the right having a radius of 273.12 feet and a central angle of  $78^{\circ}37'41''$ ; thence Northwesterly, Northerly and Northwesterly, along the arc of said curve for 388.18 feet to a point of tangency; thence  $S22^{\circ}38'33''W$  for 213.13 feet to a point of curvature of a circular curve to the left having a radius of 80.00 feet and a central angle of  $23^{\circ}34'43''$ ; thence Northwesterly, along the arc of said curve for 23.18 feet to a point of tangency; thence  $N88^{\circ}14'18''W$  for 83.02 feet to a point of curvature of a circular curve to the left having a radius of 80.00 feet and a central angle of  $137^{\circ}42'41''$ ; thence Northwesterly, Westerly, Southwesterly, Southerly and Southwesterly, along the arc of said curve for 154.33 feet to a point of tangency; thence  $S33^{\circ}28'57''E$  for 433.82 feet to

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EXHIBIT "A"

Port St. Lucie Settlement Agreement - EXHIBIT E  
City Planning Area 42  
(CDC Vertical IV) -- Item 3  
Sheet 3 of 3

a point of curvature of a circular curve to the left having a radius of 137.88 feet and a central angle of 70°00'17"; thence Southeastery, Easterly and Northeastery, along the arc of said curve for 290.54 feet to a point of tangency; thence N78°32'48"E for 102.47 feet to a point of curvature of a circular curve to the right having a radius of 75.00 feet and a central angle of 80°47'40"; thence Northeastery, Easterly and Southeastery, along the arc of said curve for 108.78 feet to a point of tangency; thence S22°38'33"E for 356.50 feet to a point of curvature of a circular curve to the right having a radius of 300.00 feet and a central angle of 108°38'38"; thence Southeastery, Southerly and Southwesterly, along the arc of said curve for 582.87 feet to a point of tangency; thence S82°37'03"W for 1038.41 feet to a point of curvature of a circular curve to the left having a radius of 108.00 feet and a central angle of 71°32'38"; thence Southeastery, along the arc of said curve for 188.41 feet; thence S84°28'00"W for 44.38 feet to a point on the Easterly Right-of-Way line of DAWWIN BOULEVARD as shown on the plan of PORT ST. LUCIE SECTION TWENTY TWO as recorded in Plat Book 13 at Page 28 of the Public Records of St. Lucie County, Florida; thence S25°34'00"E, along the Easterly Right-of-Way line of said DAWWIN BOULEVARD for 78.00 feet; thence, leaving the Easterly Right-of-Way line of said DAWWIN BOULEVARD, N64°28'00"E for 50.17 feet to a point on the arc of a circular curve to the left having a radial bearing of S38°04'28"W, a radius of 108.00 feet and a central angle of 81°18'18"; thence Southeastery, Easterly and Northeastery, along the arc of said curve for 82.96 feet to a point of tangency; thence N77°38'48"E for 680.84 feet to a point of curvature of a circular curve to the right having a radius of 108.00 feet and a central angle of 78°31'48"; thence Northeastery, Easterly and Southeastery, along the arc of said curve for 137.08 feet to a point of tangency; thence S23°48'01"W for 870.28 feet to a point of curvature of a circular curve to the left having a radius of 480.00 feet and a central angle of 21°07'40"; thence Southeastery, along the arc of said curve for 188.24 feet to a point of tangency; thence S44°47'42"E for 327.73 feet to a point of curvature of a circular curve to the right having a radius of 240.00 feet and a central angle of 83°48'38"; thence Southeastery, Southerly and Southeastery, along the arc of said curve for 287.38 feet to a point of tangency; thence S12°01'58"W for 81.63 feet to a point of curvature of a circular curve to the right having a radius of 488.81 feet and a central angle of 48°01'21"; thence Southeastery, along the arc of said curve for 318.08 feet to a point of reverse curvature of a circular curve to the left having a radius of 381.33 feet and a central angle of 23°38'42"; thence Southeastery, along the arc of said curve for 227.77 feet to a point of reverse curvature of a circular curve to the right having a radius of 388.00 feet and a central angle of 48°47'22"; thence Southeastery, along the arc of said curve for 314.40 feet to a point of reverse curvature of a circular curve to the left having a radius of 30.00 feet and a central angle of 180°00'00"; thence Southeastery, Southerly, Southeastery and Easterly, along the arc of said curve for 187.08 feet to a point of compound curvature of a circular curve to the left having a radius of 488.00 feet and a central angle of 48°47'22"; thence Easterly and Northeastery, along the arc of said curve for 288.37 feet to a point of reverse curvature of a circular curve to the right having a radius of 481.33 feet and a central angle of 23°38'42"; thence Northeastery, along the arc of said curve for 188.47 feet to a point of reverse curvature of a circular curve to the left having a radius of 778.14 feet and a central angle of 38°48'38"; thence Northeastery, along the arc of said curve for 228.22 feet to a point of tangency; thence N28°22'28"W for 441.22 feet to a point of curvature of a circular curve to the right having a radius of 40.00 feet and a central angle of 88°48'07"; thence Northeastery and Easterly, along the arc of said curve for 48.73 feet to a point of tangency; thence S88°47'12"E for 1214.31 feet to a point of curvature of a circular

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EXHIBIT "A"

Port St. Louis Settlement Agreement - EXHIBIT 2  
City Planning Area 4E  
(CDC Parcel IV) - Item 3

Sheet 4 of 5

curve to the right having a radius of 81.22 feet and a central angle of  $87^{\circ}00'57''$ ; thence Easterly and Northeasterly, along the arc of said curve for 80.88 feet to a point of tangency; thence  $S21^{\circ}08'34''E$  for 484.38 feet to a point of curvature of a circular curve to the right having a radius of 904.83 feet and a central angle of  $22^{\circ}08'12''$ ; thence Southeasterly, and Southerly along the arc of said curve for 371.88 feet to a point of tangency; thence  $S90^{\circ}01'23''E$  for 1048.18 feet to a point of curvature of a circular curve to the right having a radius of 350.00 feet and a central angle of  $90^{\circ}00'00''$ ; thence Southerly, Southeasterly and Westerly, along the arc of said curve for 314.18 feet to a point of tangency; thence  $S88^{\circ}58'38''W$  for 100.01 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Port St. Louis, St. Louis County, Florida, containing 80.88 acres, more or less.

All of the above subject to any easements and/or Rights-of-Way of record.

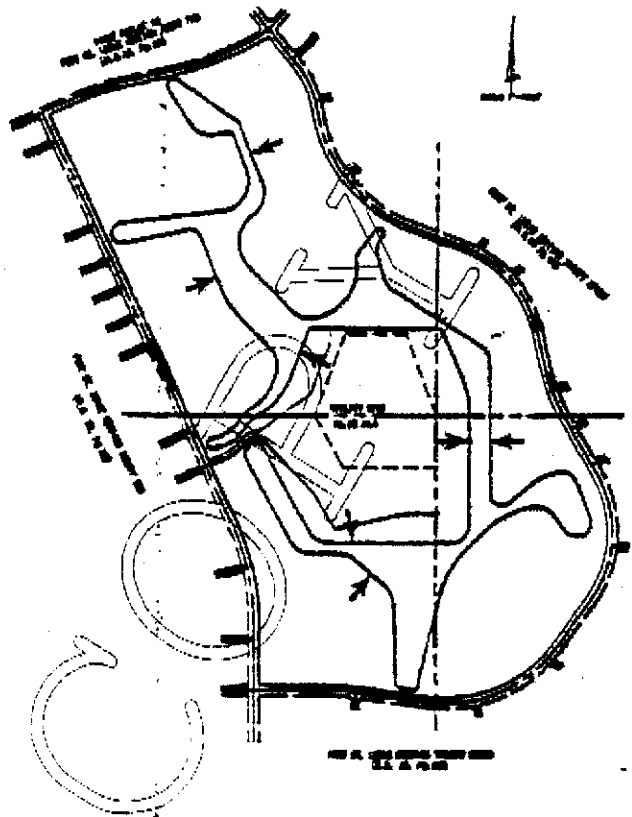
DR BOOK 1285 PAGE 1992

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### EXHIBIT "A"

Port St. Louis Settlement Agreement - EXHIBIT E  
City Planning Area 4E  
(CDC Parcel IV) - Item 3  
Sheet 2 of 5



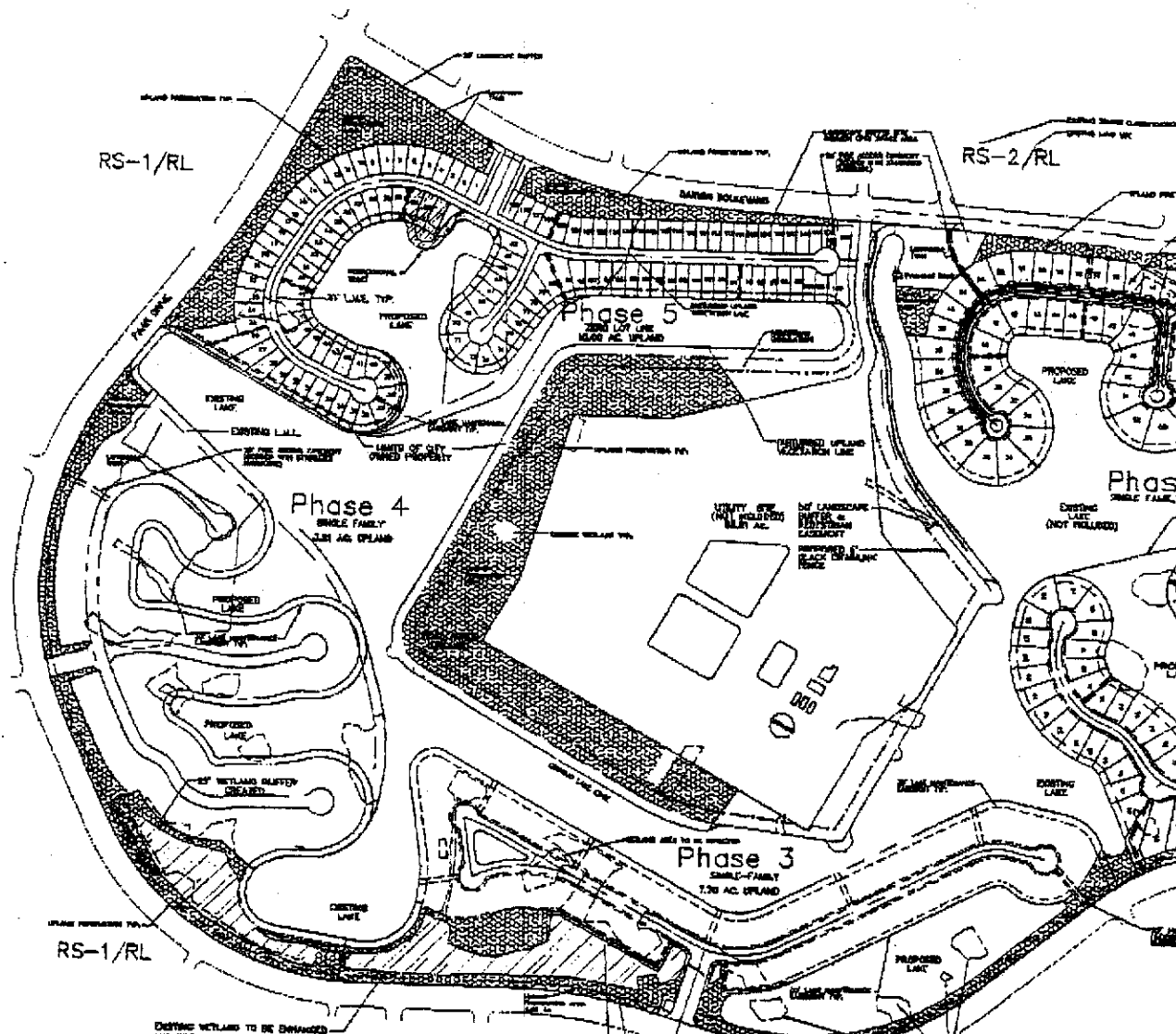
OR BOOK 1285 PAGE 1993

REF. PLAN 2 & 4 OF PLANNING AREA 4E  
CITY OF ST. LOUIS, MO.  
PLANNING DEPARTMENT

348055 850843

EX. B

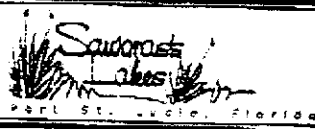
EXHIBIT B



NOTE:  
 1. ALL OF THE WETLANDS SHOWN ON THIS PLAN ARE TO BE DEMOLISHED AND PRESERVED.  
 2. ALL OF THE WETLANDS SHOWN ON THIS PLAN ARE TO BE DEMOLISHED AND PRESERVED.

WETLANDS TO BE DEMOLISHED AND PRESERVED

WETLANDS TO BE DEMOLISHED AND PRESERVED



COMPUTER	FIELD SK/PL
DATE	
BY	
CHECKED	



CONSULTING ENGINEERS  
 LAND SURVEYORS  
 280 SOUTH 25th STREET  
 GAITHERSBURG, MARYLAND 20878  
 (301) 941-3300

**Karen Phillips - Re:**

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**From:**  
**To:** "Donald Cooper"  
**Date:** 11/20/2007 8:54 AM  
**Subject:** Re:  
**CC:** , ,

---

Mr. Cooper, This is a follow-up to my prior email. Since the council approved the addendum to the contract on Nov. 13th, could you please forward documentation for the 4 subdivisions at Sawgrass Lakes so that we can expedite the requests of SFWMD regarding our permits. You can mail them to me at 491 S.W. Deer Run, PSL 34953. Thank you in advance for your assistance. Kathy Eible

----- Original message from "Donald Cooper" <DonC@cityofpsl.com>: -----

The agreement will be going to the City Council on 11.13.07, if approved by the City Council I would expect an executed copy can be obtained from the city clerk within 1-2 days from that point. Ms Rhoden is the person to contact

>>> <kmel2fly@bellsouth.net> 10/26/2007 10:23 AM >>>

October 26, 2007

RE: SFWMD Irrigation Permit

Dear Mr. Cooper,

We are contacting you today regarding the lake use agreement we discussed with you and Mayor Christiansen. Each Sawgrass Lakes subdivision has received a letter from SFWMD requesting additional information as follows:

"1. Pursuant to the Section 2.1.2 of the Basis of Review for Water Use Applications (BOR), all applicants must be able to show legal control to use surface water pumps or ground water wells associated with the water use throughout the duration of the permit. If a withdrawal facility will be used by an entity other than the entity on whose land the facility is located, such user must demonstrate legal control to access and maintain the facility through an agreement, easement or contract. Please provide documentation from the City of Port St. Lucie granting access to the lake.

2. Pursuant to the Section 3.2.3 of the BOR, Reclaimed Water Reuse Criteria - "In those areas of the District which are designated as Critical Water Supply Problem Areas pursuant to Chapter 40E-23, reclaimed water is required to be used, unless it is demonstrated by the applicant that its use is either not environmentally, economically or technically feasible."

As to request number one, it is our understanding that the Lake Use Agreement has not been fully



executed and were told that this will go before the Council at the first meeting in November. Since time is of the essence for us to complete their requests, could you kindly advise when we will have a fully signed agreement that we can forward to SFWMD.

As to request number two, after reviewing the initial permit, we saw that a letter from Donna Rhoden was submitted to Culpepper & Terpening that was included in the original application to satisfy this requirement. Could you please advise if Ms. Rhoden is the proper person to give us this documentation?

We all wish to comply with both the City and SFWMD rules and hope to have met all of our requirements in a timely basis. We thank you in advance for your assistance in this matter.

Sincerely,

Sawgrass Lakes Master Board of Directors

**April Stoncius - Re: Sawgrass Second Addendum**

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**From:**  
**To:** "Karen Phillips"  
**Date:** 11/29/2007 8:23 AM  
**Subject:** Re: Sawgrass Second Addendum

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Ms. Phillips, The addendum was signed yesterday and one copy is being mailed to you today. Thanks again for all your help. Kathy Eible, Pres, NPT

871-0086 OR 342-7624  
----- Original message from "Karen Phillips" <Karenp@cityofpsl.com>: -----

Please contact me in regard to the signed Second Addendum to the Agreement RE: Sawgrass Lakes. Thanks you.

*Karen A. Phillips, CMC  
City Clerk  
City of Port St. Lucie  
Phone 772-344-4296  
Fax 772-344-4094*

**From:** Karen Phillips  
**To:** April Stoncius  
**Date:** 11/29/2007 10:45 AM  
**Subject:** Fwd: Re: Sawgrass Second Addendum  
**Attachments:** Re: Sawgrass Second Addendum

Attached is an FYI on the Sawgrass Lakes Amendment you mailed out - hopefully we'll get our original as promised.

*Karen A. Phillips, CMC  
City Clerk  
City of Port St. Lucie  
Phone 772-344-4296  
Fax 772-344-4094*