

Prepared by and to be returned to:
W. Lee Dobbins, Esq.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947

**FIRST AMENDMENT TO AGREEMENT
FOR CONTRIBUTION OF SCHOOL SITE**

THIS FIRST AMENDMENT TO AGREEMENT FOR CONTRIBUTION OF SCHOOL SITE ("Agreement") is made and entered into this 17th day of November, 2009, by and between the SCHOOL BOARD OF ST. LUCIE COUNTY ("School Board") and MIDWAY DEVELOPMENT EAST, INC., a Florida corporation ("MDE").

WITNESSETH

WHEREAS, pursuant to the Agreement for Contribution of School Site dated May 26, 2009, and recorded in Official Records Book 3096, Page 535, of the Public Records of St. Lucie County, Florida ("Contribution Agreement"), MDE has agreed to donate and convey to the School Board certain real property defined therein as the School Parcel, and a related easement defined therein as the Road Easement; and

WHEREAS, MDE and the City have agreed that it is in the best interests of the parties hereto to amend the terms and conditions of the Contribution Agreement to delay the conveyance of the School Parcel and the Road Easement, as more specifically set forth herein below; and

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties, and in consideration of the benefits to accrue to each, the parties agree as follows:

1. **Accuracy of Recitals.** The above recitals are true and correct and incorporated herein.

2. **Condition Precedent.** Paragraphs 6(b) and (c) of the Contribution Agreement are hereby deleted. MDE and the School Board hereby acknowledge that the Condition Precedent identified in Paragraph 6 of the Contribution Agreement has occurred.

3. **Impact Fee Credit Waiver.** The last sentence of paragraph 8(a) of the Contribution Agreement is hereby deleted and the following is substituted in lieu thereof:

Upon the conveyance of the School Parcel to the School Board, MDE shall execute the Educational Facilities Impact Fees Credit Waiver attached hereto and made a part hereof as **Exhibit "C"**, and record it in the public records of St. Lucie County.

4. **Conveyance.** The following paragraph 12 is hereby added to the end of the Contribution Agreement:

12. **Conveyance.** MDE shall convey the School Parcel and the Road Easement to the School Board upon the earlier to occur of either, (a) the platting of the School Parcel and of Newell Road adjacent to the School Parcel, or (b) December 31, 2017, provided, however, that MDE and the School Board may elect to extend the foregoing deadline by mutual written agreement.

5. **Full Force & Effect.** Except as otherwise expressly set forth herein, all provisions of the Contribution Agreement shall remain in full force and effect as amended hereby.

6. **Counterparts.** This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

COPY

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

MIDWAY DEVELOPMENT EAST, INC., a Florida corporation

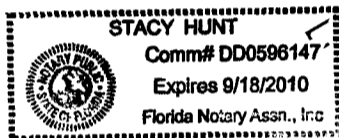
By: [Signature]
Dean J. Borg, Authorized Representative

Date: 10/19/09

[Corporate Seal]
[Signature]

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of October, 2009, by Dean J. Borg, as authorized representative of MIDWAY DEVELOPMENT EAST, INC., a Florida corporation, who is personally known to me or has produced N/A as identification.



[Signature]
Notary Public, State of Florida
Print Name: STACY HUNT
My Commission Expires: 9/18/2009

ATTEST:

[Signature]
Michael J. Lammon,
Superintendent and Ex-Officio
Secretary

SCHOOL BOARD OF ST. LUCIE COUNTY

By: [Signature]
Chairman Troy Ingersoll

Prepared by and to be returned to:
W. Lee Dobbins, Esq.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947

AGREEMENT FOR CONTRIBUTION OF SCHOOL SITE

THIS AGREEMENT FOR CONTRIBUTION OF SCHOOL SITE ("Agreement") is made and entered into this 26 day of May, 2009, by and between the SCHOOL BOARD OF ST. LUCIE COUNTY ("School Board") and MIDWAY DEVELOPMENT EAST, INC., a Florida corporation ("MDE").

WITNESSETH

WHEREAS, pursuant to the Annexation Agreement dated July 6, 2006, and recorded in Official Records Book 2609, Page 1673 (the "Annexation Agreement") MDE annexed certain real property more specifically described therein into the City of Port St. Lucie (the "City"), for the purpose of developing a mixed-use development (the "West Creek Project"); and

WHEREAS, MDE and the City have discussed MDE donating and conveying certain real property located within the West Creek Project, and more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "School Parcel"), to the School Board to be used for a K-8 school; and

WHEREAS, MDE intends to execute a Second Amendment to the Annexation Agreement requiring the conveyance of the School Parcel to the School Board; and

WHEREAS, as required by School Board Policy 7.73(8)(a)(iii), the School Board has held a public hearing prior to determining whether to accept the proposed donation of the School Parcel; and

WHEREAS, MDE and the School Board agree that it is in the best interests of the parties hereto to set forth herein the terms and conditions of such donation and conveyance of the School Parcel to the School Board.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties, and in consideration of the benefits to accrue to each, it is agreed upon as follows:

1. Accuracy of Recitals. The above recitals are true and correct and incorporated herein.

2. Conveyance of Land. Subject to the Use Restrictions and the Condition Precedent as defined hereinbelow, and all other terms and conditions set forth herein, MDE hereby agrees to convey the School Parcel to the School Board, by Special Warranty Deed, in accordance with the terms and provisions of this Agreement.

3. Use Restrictions. The Special Warranty Deed whereby MDE conveys the School Parcel to the School Board shall contain the following use restrictions (the "Use Restrictions"):

A. The Property shall be developed and used by Grantee in accordance with the planned unit development approvals for the West Creek Project as adopted by the City Council of the City of Port St. Lucie (the "City"), to the extent such approvals are not inconsistent with either the provisions of Chapter 1013, Florida Statutes, or the State Regulations for Educational Facilities, 2007, as may be amended from time to time in accordance with Florida Administrative Code Rule 6A-2.0010, or successor provisions (together, the "Governing Codes").

B. Grantee shall provide to Grantor a copy of any proposed site plan for development of the Property ("Site Plan") not less than thirty (30) days prior to submitting such site plan to the City for consistency review. The Site Plan shall show, in addition to other items required by applicable City code provisions, as limited by the applicable interlocal agreement between the City and Grantee, (1) proposed buffering of adjacent properties, (2) a proposed exterior lighting plan for the campus consistent with the criteria set forth in paragraph C of these covenants and restrictions ("Exterior Lighting Plan"), in order to minimize the impact on adjacent properties, (3) sketches or elevations

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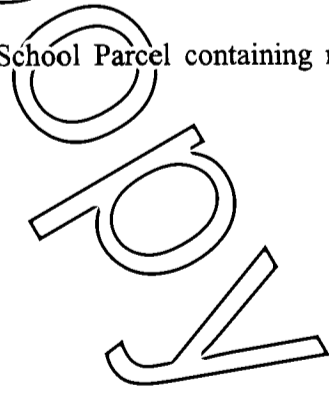
of proposed signage (excluding traffic control, regulatory, and information signs required by the Governing Codes), (4) proposed vehicular ingress and egress and traffic flow and control, and (5) proposed drainage and stormwater management facilities.

C. The Exterior Lighting Plan shall adhere to the following criteria: (1) the maximum pole height within one hundred (100) feet of any property line shall be twenty-five (25) feet above the finish grade, (2) the photometric design shall produce no more than ten (10) foot candles of light along any horizontal (at the finish grade of any) property line, and no more than ten (10) foot candles at a height of eight (8) feet above the finish grade on the vertical of any property line, (3) house side shields shall be used where necessary to prevent glare at the property line and on all exterior light fixtures that will be visible from any residential units, and (4) all exterior light fixtures that will be visible from any residential units will be of full cut off design with zero glare optics.

D. Grantee shall cooperate with Grantor in making such reasonable, cost-neutral adjustments to the Site Plan as will minimize the impact of development of the Property on adjacent real property within the West Creek Project, or within the Founders Crossing PUD located north of the West Creek Project.

E. The foregoing covenants and restrictions shall be binding upon any successors or assigns of Grantee, or any successors in title to the Property and shall inure to the benefit of, and be enforceable by, Grantor, any successors or assigns of Grantor, Kenco Communities at Port St. Lucie, Inc., a Florida corporation, or its successors or assigns, or any successors in title to real property now owned by Grantor and located adjacent to and contiguous with the Property, by any remedies available at law or in equity, provided, however, that nothing herein shall be interpreted so as to prevent Grantee from constructing on the Property a K-8 school that is of standard design in St. Lucie County, that has a capacity of not less than 1600 student stations, and that complies with all of the Governing Codes.

4. **Stormwater Retention.** If necessary to accommodate the School Board's then standard design for a 1600 student station K-8 school, the site plan for the improvements to the School Parcel may provide for some of the stormwater retention for such improvements to be located off-site, provided, however, that such off-site stormwater retention shall not exceed an amount required to accommodate the stormwater runoff from a School Parcel containing no



more than 9.5 acres of developed impervious surface area. In accordance with the foregoing, MDE shall provide stormwater retention facilities for the School Parcel on adjacent property owned by MDE, if necessary, provided that (a) the location and design of such stormwater retention facilities shall be mutually agreed upon by MDE and the School Board, and (b) the volume of such off-site stormwater retention facilities shall be no more than that necessary to accommodate the site plan for the School Board's then standard design for a 1600 student station K-8 school, with a developed impervious surface area not exceeding 9.5 acres, to fit within the School Parcel.

5. Access. Subject to the Condition Precedent as defined hereinbelow, MDE hereby agrees to grant to the School Board an easement for the construction and maintenance of road improvements, and for pedestrian and vehicular ingress and egress, over the real property described in **Exhibit "B"**, attached hereto and made a part hereof (the "Road Easement"). The Road Easement shall contain language providing for its automatic termination in the event that (a) the Newell Road right-of-way is relocated or expanded so that it adjoins the School Parcel and provides legal access thereto, (b) Newell Road is paved in front of the School Parcel and (c) such expanded and/or relocated Newell Road right-of-way and all improvements thereto are turned over to and accepted by the City or St. Lucie County.

6. Condition Precedent.

(a) All obligations of MDE and the School Board pursuant to this Agreement shall be subject to the condition precedent that the City and MDE shall first execute a Second Amendment to the Annexation Agreement, in form satisfactory to MDE, (i) requiring MDE to convey the School Parcel to the School Board, and (ii) acknowledging that such conveyance

fully satisfies the requirements of Section 1, Paragraph B.vi, of City Ordinance 03-169, described in paragraph 7 of this Agreement (the "Condition Precedent").

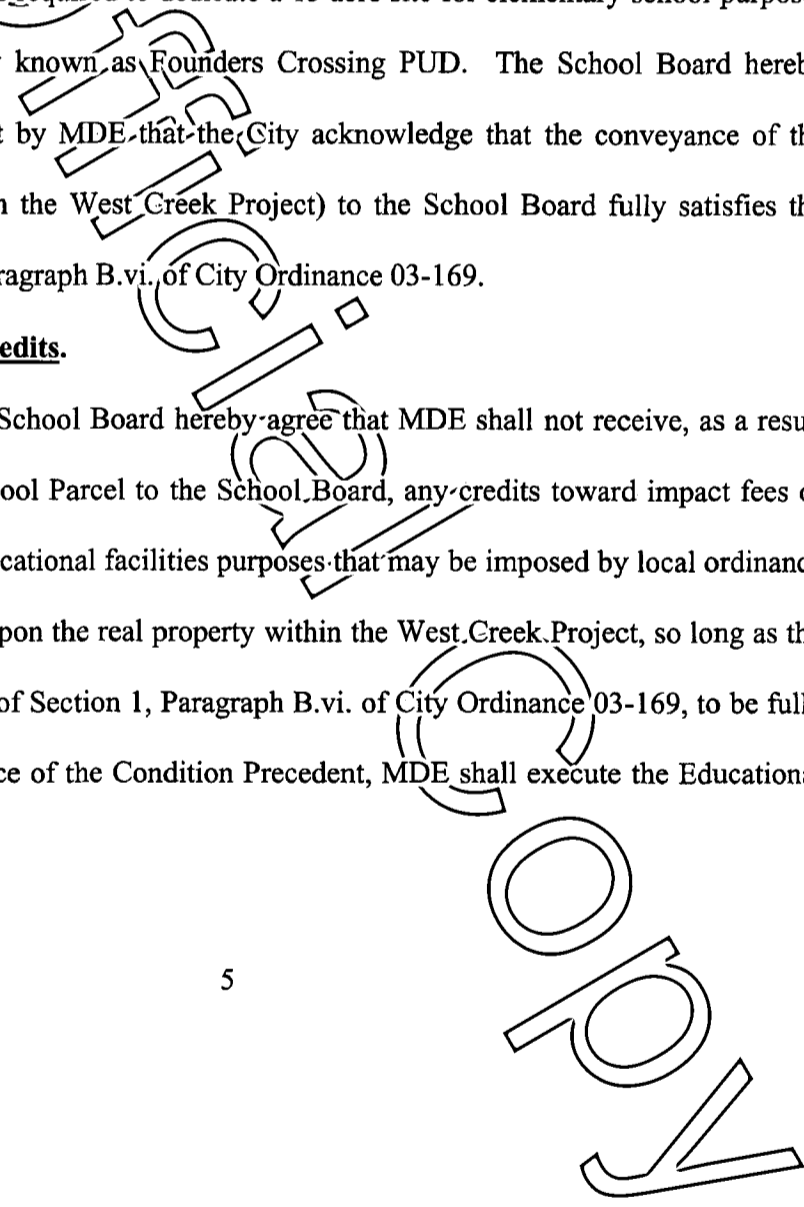
(b) Upon the occurrence of the Condition Precedent, MDE shall (i) convey the School Parcel to the School Board, and (ii) record the Educational Facilities Impact Fees Credit Waiver described in paragraph 8 of this Agreement, both in accordance with the terms and conditions hereof.

(c) If the Condition Precedent does not occur within two (2) years after the Effective Date of this Agreement, this Agreement shall be null and void and shall have no further force or effect.

7. **Ordinance 03-169.** Pursuant to Section 1, Paragraph B.vi. of City Ordinance 03-169, Kenco Communities, Inc. was required to dedicate a 15 acre site for elementary school purposes within the development now known as Founders Crossing PUD. The School Board hereby agrees to support the request by MDE that the City acknowledge that the conveyance of the School Parcel (located within the West Creek Project) to the School Board fully satisfies the requirements of Section 1, Paragraph B.vi. of City Ordinance 03-169.

8. **No Impact Fee Credits.**

(a) MDE and the School Board hereby agree that MDE shall not receive, as a result of the conveyance of the School Parcel to the School Board, any credits toward impact fees or other exactions for public educational facilities purposes that may be imposed by local ordinance or other land use regulation upon the real property within the West Creek Project, so long as the City deems the requirements of Section 1, Paragraph B.vi. of City Ordinance 03-169, to be fully satisfied. Upon the occurrence of the Condition Precedent, MDE shall execute the Educational



Facilities Impact Fees Credit Waiver attached hereto and made a part hereof as Exhibit "C", and record it in the public records of St. Lucie County.

(b) Notwithstanding the foregoing, MDE may seek to declare the value of the School Parcel, as determined in accordance with School Board Policy 7.73(8)(b), as a charitable contribution. The School Board agrees to cooperate with MDE, including but not limited to executing Internal Revenue Service forms or other documentation memorializing this transaction, in MDE's efforts to secure recognition of the donation and conveyance of the School Parcel as a charitable contribution.

9. Miscellaneous.

(a) **Entire Agreement.** This Agreement contains and sets forth all of the promises, covenants, agreements, conditions, and understandings between the MDE and the School Board with respect to the subject matter of this Agreement.

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

(c) **Severability.** If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired and each remaining provision shall remain in full force and effect. In the event that any term or provision of this Agreement is determined by appropriate judicial authorities to be illegal, void or otherwise invalid, said provision shall be given its nearest legal meaning, or be construed as deleted as such authority determines and the remainder of this Agreement shall be construed to be in full force and effect.

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

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

(f) **Effective Date.** The "Effective Date" of this Agreement shall be the date the last party hereto signs this Agreement.

10. **Successors and Assigns.** This Agreement shall be binding upon the parties, their heirs, successors, and assigns.

11. **Amendments.** This Agreement shall not be changed, modified, or amended except by an instrument in writing and executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

MIDWAY DEVELOPMENT EAST, INC., a
Florida corporation

By: [Signature]
Dean J. Borg, Authorized Representative

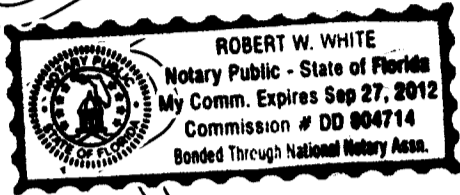
Date: 5/13/09

[Corporate Seal]

[NOTARY BLOCK TO FOLLOW]

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 13 day of May, 2009, by Dean J. Borg, as authorized representative of MIDWAY DEVELOPMENT EAST, INC., a Florida corporation, who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public, State of Florida
Print Name: Robert White
My Commission Expires: 9-27-2012

ATTEST:
[Signature]
Michael J. Lannon,
Superintendent and Ex-Officio
Secretary

SCHOOL BOARD OF ST. LUCIE COUNTY
By: [Signature]
Chairman

Midway Development
East, Inc.
CORPORATION

EXHIBIT "A"

SCHOOL PARCEL
LEGAL DESCRIPTION

UN-Officials
Copyright

Exhibit "A"

DESCRIPTION

BEING A PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 39 EAST, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

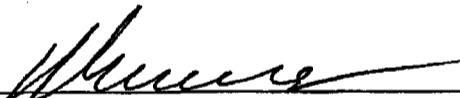
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8, THENCE NORTH 89°26'58" WEST ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 39.01 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH SAINT LUCIE WATER MANAGEMENT DISTRICT CANAL NUMBER 90 (A 78 FOOT WIDE RIGHT-OF-WAY); THENCE DEPARTING SAID NORTH LINE, SOUTH 00°26'13" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1,299.85 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NEWELL ROAD (A 50-FOOT WIDE RIGHT-OF-WAY ROAD); THENCE NORTH 89°51'44" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 501.21 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 00°26'13" WEST, A DISTANCE OF 98.14 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 80°10'37" WEST, A DISTANCE OF 37.14 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1,440.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 250.34 FEET THROUGH A CENTRAL ANGLE OF 09°57'39"; THENCE NORTH 89°51'44" WEST, A DISTANCE OF 496.01 FEET; THENCE NORTH 88°47'42" WEST A DISTANCE OF 151.27 FEET; THENCE NORTH 00°26'13" WEST A DISTANCE OF 937.32 FEET TO A POINT ON THE SOUTH LINE OF A FLORIDA POWER & LIGHT EASEMENT AS PER OFFICIAL RECORDS BOOK 785, PAGE 2976, OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 89°26'58" EAST ALONG SAID SOUTH LINE A DISTANCE OF 933.26 FEET TO A POINT ON THE SOUTH LINE OF A FLORIDA POWER & LIGHT EASEMENT AS PER OFFICIAL RECORDS BOOK 732, PAGE 2689, OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°26'13" EAST A DISTANCE OF 905.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.00 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.



MICHAEL T. KOLODZIEJCZYK
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION NO. 3864

2-16-09

DATE OF SIGNATURE

Sheet 1 of 2

DESCRIPTION
of
K-8 PARCEL
Prepared For
WEST CREEK

File: 05-230K-8-S&D.

Date: 01-30-2009

Tech: RD



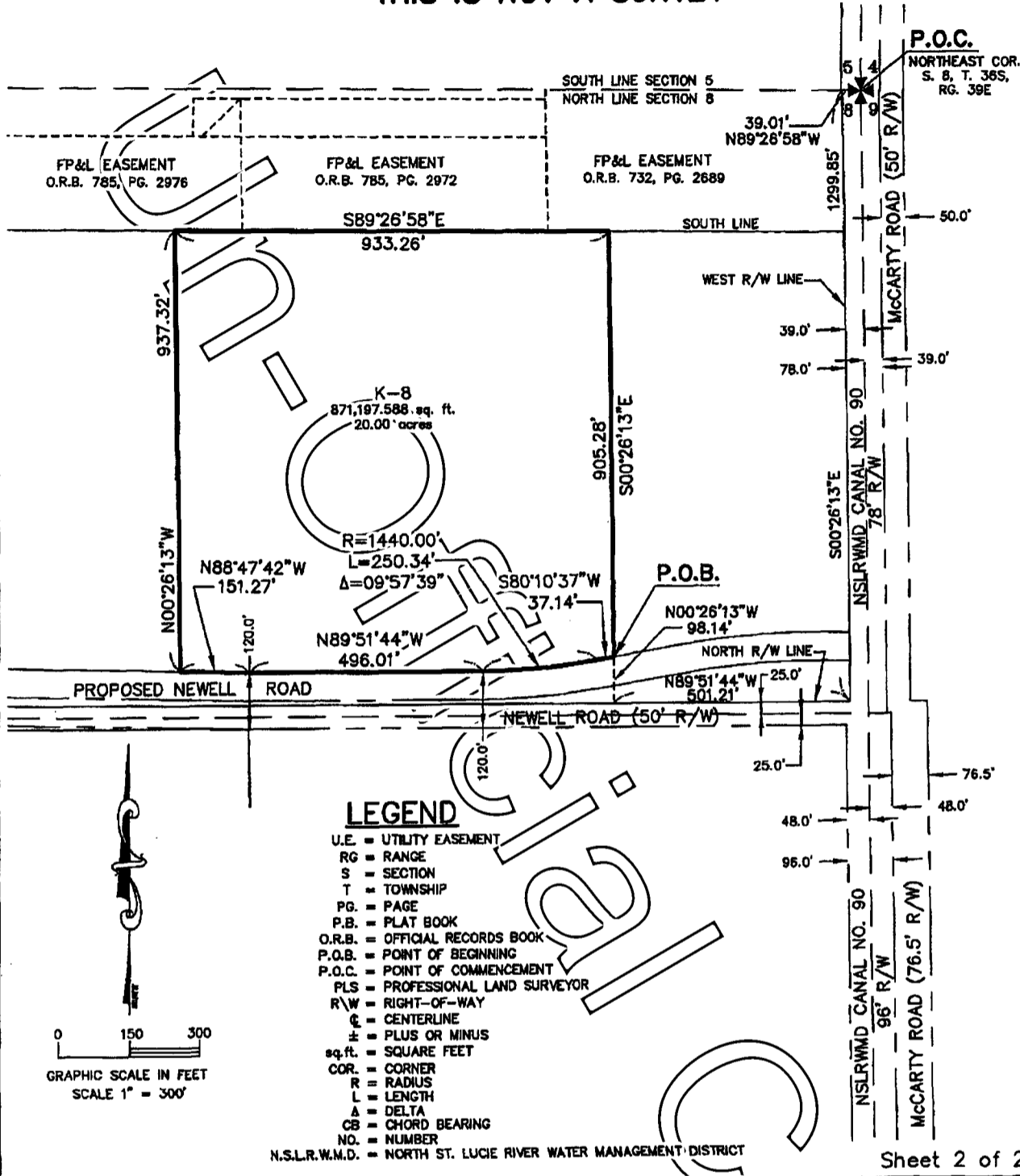
CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com

STATE OF FLORIDA CERTIFICATION No. LB 4266

Exhibit "A"

SKETCH TO ACCOMPANY
DESCRIPTION
THIS IS NOT A SURVEY



SKETCH OF DESCRIPTION
of
K-8 PARCEL
Prepared For
WEST CREEK

File: 05-230K-8-S&D.

Date: 01-30-2009

Tech: RD



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www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

EXHIBIT "B"

ROAD EASEMENT
LEGAL DESCRIPTION

Mr. Official
Copyright

Exhibit "B"

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 39 EAST, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8, THENCE NORTH 89°26'58" WEST ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 39.01 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH SAINT LUCIE WATER MANAGEMENT DISTRICT CANAL NUMBER 90 (A 78 FOOT WIDE RIGHT-OF-WAY); THENCE DEPARTING SAID NORTH LINE, SOUTH 00°26'13" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1,299.85 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE CONTINUE SOUTH 00°26'13" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 146.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NEWELL ROAD (A 50 FOOT WIDE RIGHT-OF-WAY ROAD); THENCE NORTH 89°51'44" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1434.37 FEET; THENCE, DEPARTING SAID NORTH LINE, NORTH 00°26'13" WEST, A DISTANCE OF 72.82 FEET; THENCE SOUTH 88°47'42" EAST, A DISTANCE OF 151.27 FEET; THENCE SOUTH 89°51'44" EAST, A DISTANCE OF 496.01 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1,440.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 250.34 FEET THROUGH A CENTRAL ANGLE OF 09°57'39"; THENCE NORTH 80°10'37" EAST, A DISTANCE OF 186.06 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1,560.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 294.59 FEET THROUGH A CENTRAL ANGLE OF 10°49'11"; THENCE SOUTH 89°00'12" EAST A DISTANCE OF 60.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.091 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

MICHAEL T. KOŁODZIEJCZYK
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION NO. 3864

2-26-09
DATE OF SIGNATURE

REVISION: ADDED AREA AND REVISED LEGAL DESCRIPTION GLM 2-25-09

Sheet 1 of 2

DESCRIPTION
of
ADDITIONAL R/W
Prepared For
WEST CREEK

File: 05-230 R/W K-8.

Date: 01-30-2009

Tech: RD

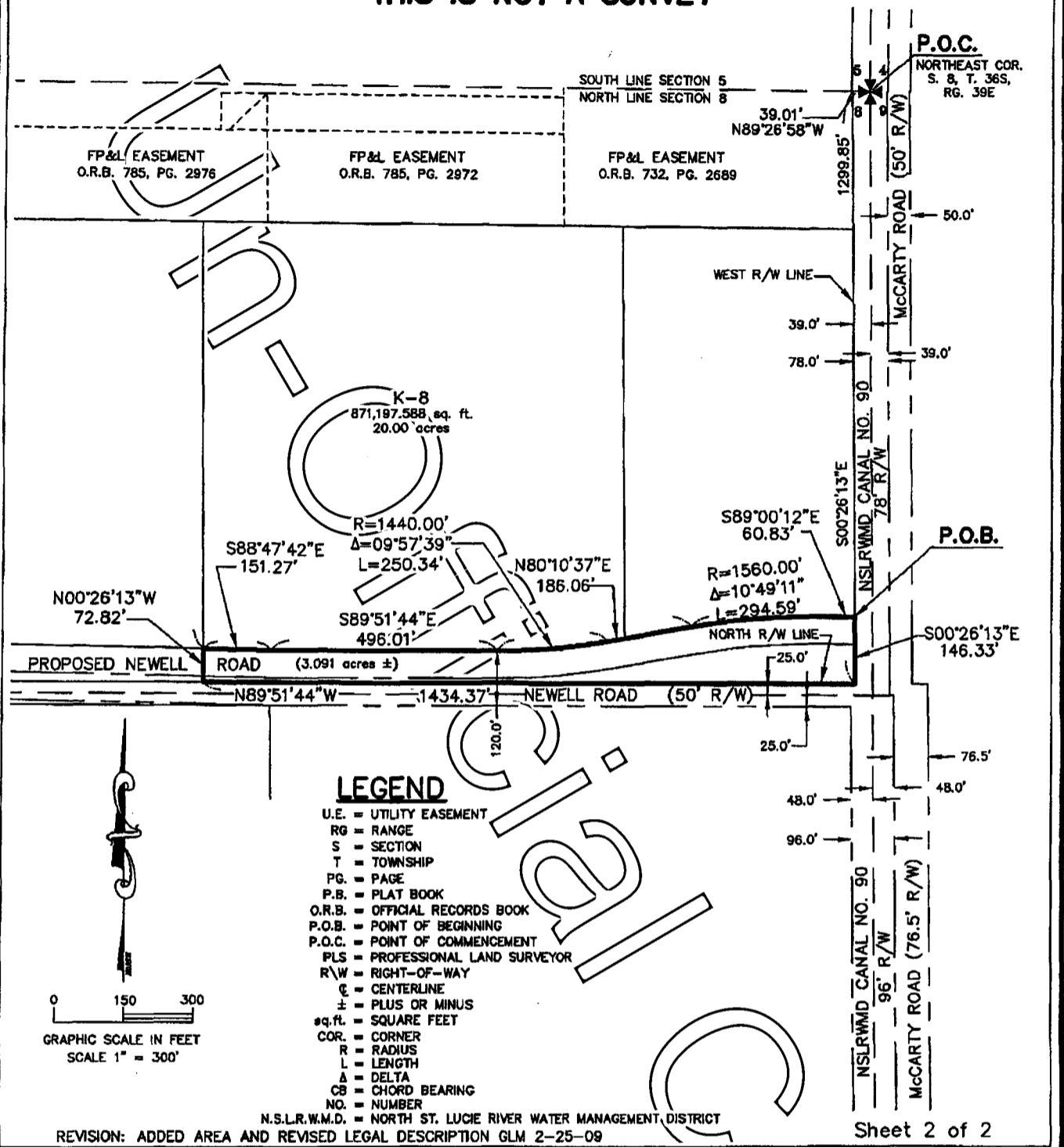


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STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2005\05-230 - West Creek - Kenco 453 Acres Midway Road\Sketch-Descriptions\05-230-RW-K-8-sd.dwg, 2/25/2009 10:06:17 AM

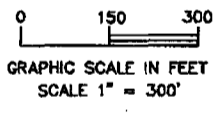
Exhibit "B"

SKETCH TO ACCOMPANY
DESCRIPTION
THIS IS NOT A SURVEY



LEGEND

- U.E. = UTILITY EASEMENT
- RG = RANGE
- S = SECTION
- T = TOWNSHIP
- PG. = PAGE
- P.B. = PLAT BOOK
- O.R.B. = OFFICIAL RECORDS BOOK
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PLS = PROFESSIONAL LAND SURVEYOR
- R\W = RIGHT-OF-WAY
- CL = CENTERLINE
- ± = PLUS OR MINUS
- sq.ft. = SQUARE FEET
- COR. = CORNER
- R = RADIUS
- L = LENGTH
- Δ = DELTA
- CB = CHORD BEARING
- NO. = NUMBER
- N.S.L.R.W.M.D. = NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT



REVISION: ADDED AREA AND REVISED LEGAL DESCRIPTION GLM 2-25-09

Sheet 2 of 2

SKETCH OF DESCRIPTION
of
ADDITIONAL R/W
Prepared For
WEST CREEK

File: 05-230 R/W K-8.
Date: 01-30-2009
Tech: RD

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P:\Proj\2005\05-230 - West Creek - Kenco 453 Acres Midway Road\Sketch-Descriptions\05-230-RW-K-8-sd.dwg, 2/25/2009 10:04:57 AM

EXHIBIT "C"

IMPACT FEE CREDIT WAIVER

Mr. Officials
Copyright

Prepared by and to be returned to:
W. Lee Dobbins, Esq.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947

EDUCATIONAL FACILITIES IMPACT FEES CREDIT WAIVER

WHEREAS, Midway Development East, Inc., a Florida corporation ("MDE"), and the School Board of St. Lucie County ("School Board") entered into that certain Agreement for Contribution of School Site dated the ___ day of _____, 2009 (the "Contribution Agreement"); and

WHEREAS, pursuant to the Annexation Agreement dated July 6, 2006, and recorded in Official Records Book 2609, Page 1673, of the Public Records of St. Lucie County, Florida, MDE annexed certain real property more specifically described therein into the City of Port St. Lucie (the "City") for the purpose of developing a mixed-use development (the "West Creek Project"); and

WHEREAS, pursuant to the Contribution Agreement, MDE is conveying certain real property more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "School Parcel"), to the School Board to be used for a K-8 school; and

WHEREAS, pursuant to Section 1, Paragraph B.vi. of City Ordinance 03-169, Kenco Communities, Inc. was required to dedicate a 15 acre site for elementary school purposes within the development now known as Founders Crossing PUD. The City has acknowledged and agreed that by MDE conveying the School Parcel (located within the West Creek Project) to the School Board, the requirements of Section 1, Paragraph B.vi. of City Ordinance 03-169 shall be deemed fully satisfied; and

WHEREAS, MDE and the School Board have agreed that MDE shall not receive, as a result of the conveyance of the School Parcel to the School Board, any credits toward impact fees or other exactions for public educational facilities purposes that may be imposed by local ordinance or other land use regulation upon the real property within the West Creek Project, provided however, that the City has acknowledged that such conveyance fully satisfies the requirements of Section 1, Paragraph B.vi. of City Ordinance 03-169.

NOW THEREFORE, MDE hereby acknowledges and declares, for itself and its successors and assigns as owner of the real property within the West Creek Project, with the intent forever to be bound, that it has waived any and all right to receive, as a result of the conveyance of the School Parcel to the School Board, any credits toward impact fees or other exactions for public educational facilities purposes that may be imposed by local ordinance or other land use regulation upon the real property within the West Creek Project, including but not limited to any right to receive credits arising under or by reason of Section 163.3180(13)(e)2, Florida Statutes, or successor provision, provided however, that such waiver shall not repudiate, cancel, negate or otherwise adversely affect, the

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City's acknowledgment that such conveyance has fully satisfied the requirements of Section 1, Paragraph B.vi. of City Ordinance 03-169.

IN WITNESS WHEREOF, Midway Development East, Inc., has executed this Educational Facilities Impact Fees Credit Waiver as of the date and year written below.

MIDWAY DEVELOPMENT EAST, INC., a Florida corporation

By: _____
Dean J. Borg, Authorized Representative

Date: _____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2009, by Dean J. Borg, as authorized representative of MIDWAY DEVELOPMENT EAST, INC., a Florida corporation, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

