

EXHIBITS

Exhibit A	Legal Description
Exhibit B	Master Plan, Map H-1
Exhibit C	Wildlife Habitat/Listed Species Map (Map G)
Exhibit D	City Commitment Letter for Water
Exhibit E	Conversion Matrix
Exhibit F	Contribution Agreement
Exhibit G	Trip Generation Table

EXHIBIT A

5.

LTC Ranch Legal Description

A parcel of land lying within Sections 1, 2, 3, 4, 9, 10, 11, 15 and 16, Township 36 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

All lands in the South 1/2 of Section 1, Township 36 South, Range 39 East, St. Lucie County, Florida, lying North and Northwesterly of Glades Cut-Off Road and South of Canal 103; LESS the right-of-way of I-95;

TOGETHER WITH all lands in the South 1/2 of Section 2, Township 36 South, Range 39 East, St. Lucie County, Florida, lying North and Northwesterly of Glades Cut-Off Road and South of Canal 103; LESS the lands described in O.R. Book 102, Page 538, ALSO LESS the right-of-way for I-95 as recorded in O.R. Book 318, Page 2209, St. Lucie County, Florida; SUBJECT TO easement for Florida Power & Light Company as described in O.R. Book 206, Page 2302; O.R. Book 254, Page 370; St. Lucie County, Florida;

TOGETHER WITH all lands in Section 3, Township 36 South, Range 39 East, St. Lucie County, Florida, lying North and Northwesterly of Glades Cut-Off Road and South of the South right-of-way of State Road No. 712, LESS the lands described in O.R. Book 385, Page 2944, and O.R. Book 318, Page 2209, St. Lucie County, Florida; SUBJECT TO easements for Florida Power & Light Company rights-of-way as described in O.R. Book 302, Page 192; O.R. Book 206, Page 2302; O.R. Book 265, Page 1184, St. Lucie County, Florida;

TOGETHER WITH all lots 1, 8, 9 and 16 of the Southeast 1/4 of the PLAT OF SUBDIVISION OF SECTION 4, as recorded in Plat Book 3, Page 30, of the Public Records of St. Lucie County, Florida; LESS the right-of-way of State Road No. 712;

TOGETHER WITH all lands in the East 1/2 of Section 9, Township 36 South, Range 39 East, St. Lucie County, Florida; LESS right-of-way of North St. Lucie River Water Management District Canal 91;

TOGETHER WITH all lands in Section 10, Township 36 South, Range 39 East, St. Lucie County, Florida, lying North and Northwesterly of Glades Cut-Off Road; LESS lands described in O.R. Book 385, Page 2944, St. Lucie County, Florida; SUBJECT TO easements for Florida Power & Light Company rights-of-way as described in O.R. Book 206, Page 2302; O.R. Book 265, Page 1184; O.R. Book 302, Page 192; St. Lucie County, Florida;

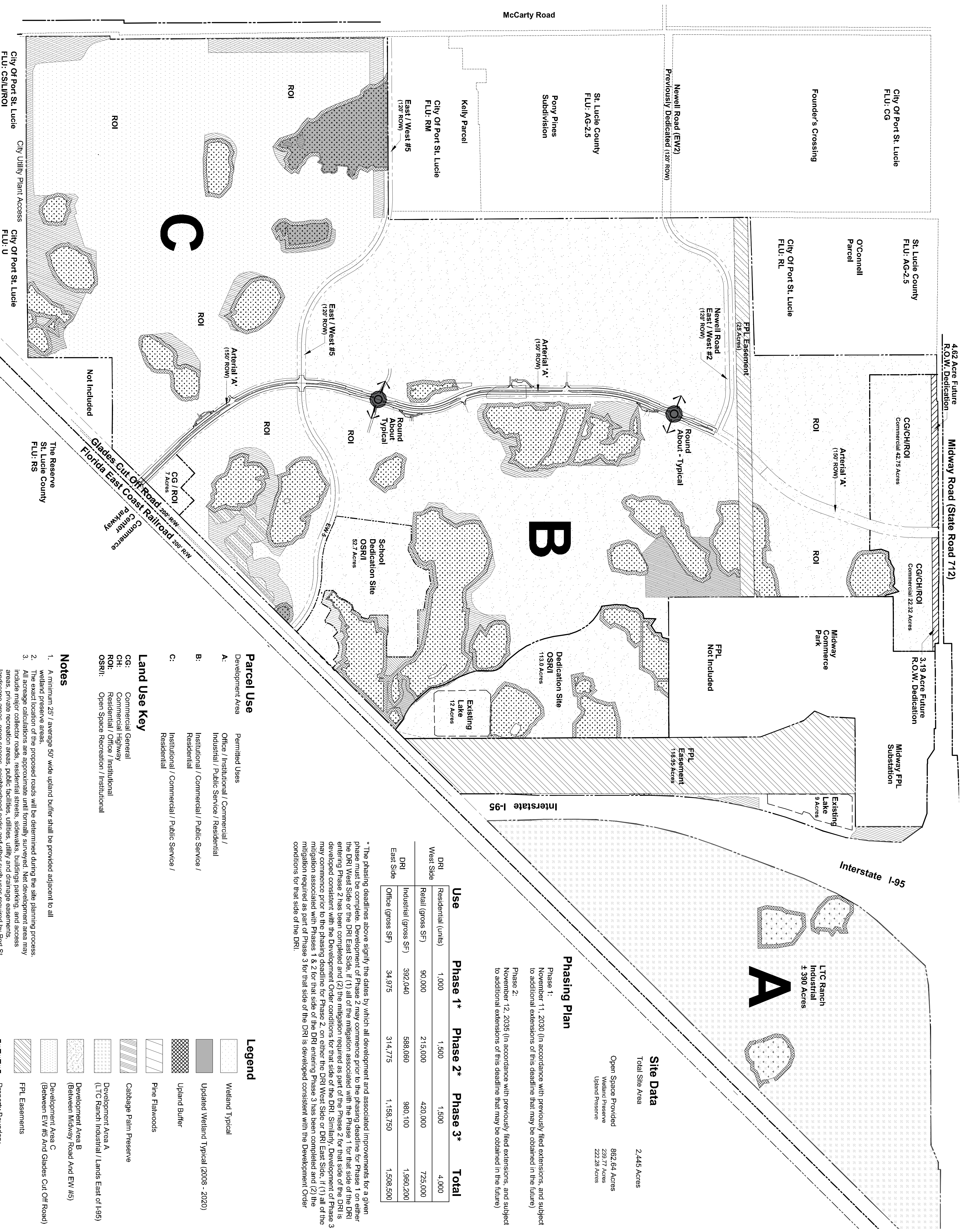
TOGETHER WITH all lands in Section 11, Township 36 South, Range 39 East, St. Lucie County, Florida, lying North and Northwesterly of Glades Cut-Off Road; LESS the right-of-way for I-95 as recorded in O.R. Book 318, Page 2209, St. Lucie County, Florida; SUBJECT TO easement for Florida Power & Light Company as described in O.R. Book 302, Page 2302; O.R. Book 254, Page 370, St. Lucie County, Florida;

TOGETHER WITH all lands lying in Section 15, Township 36 South, Range 39 East, St. Lucie County, Florida, lying North and Northwesterly of Glades Cut-Off Road; LESS the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 15, Township 36 South, Range 39 East, St. Lucie County, Florida;

TOGETHER WITH all lands lying in Section 16, Township 36 South, Range 39 East, St. Lucie County, Florida, lying North and Northwesterly of Glades Cut-Off Road; LESS the right-of-way of McCarty Road, as described in Deed Book 245, Page 193, St. Lucie County, Florida; ALSO LESS right-of-way of North St. Lucie Water Management District Canal No. 90; ALSO LESS the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 16, Township 36 South, Range 39 East, St. Lucie County, Florida.

The area of the above-described parcel contains 2,455.021 acres.

EXHIBIT "B"



4.02 Acre Future R.O.W. Dedication
Midway Road (State Road 712)

St. Lucie County FLU: AG-2.5
CG/CH/ROI Commercial 42.75 Acres

O'Connell Parcel
City Of Port St. Lucie FLU: RL

Arterial 'A' (150' ROW)

FPL Essentment (125 Acres)
Newell Road East/West #2 (120' ROW)

Round About - Typical

Arterial 'A' (150' ROW)

East/West #5 (120' ROW)

East/West #5 (120' ROW)

Arterial 'A' (150' ROW)

CG/ROI 7 Acres

Commercial Center Parkway

Not Included

The Reserve St. Lucie County FLU: RS

3.19 Acre Future R.O.W. Dedication

CG/CH/ROI Commercial 22.32 Acres

Midway Commerce Park

FPL Not Included

FPL Essentment (118.95 Acres)

Dedication Site OSRI, 113.0 Acres

Existing Lake 12 Acres

School Dedication Site OSRI, 52.7 Acres

EW 2

Interstate I-95

Existing Lake 9 Acres

Midway FPL Substation

Interstate I-95

LTC Ranch Industrial ± 390 Acres

Phasing Plan

Phase 1:
November 11, 2030 (In accordance with previously filed extensions, and subject to additional extensions of this deadline that may be obtained in the future)

Phase 2:
November 12, 2035 (In accordance with previously filed extensions, and subject to additional extensions of this deadline that may be obtained in the future)

Category	Value
Site Data	
Total Site Area	2,445 Acres
Open Space Provided	862.64 Acres
Wetland Preserve	239.77 Acres
Upland Preserve	222.28 Acres

Use	Phase 1*	Phase 2*	Phase 3*	Total
Residential (units)	1,000	1,500	1,500	4,000
Retail (gross SF)	90,000	215,000	420,000	725,000
Industrial (gross SF)	392,040	588,060	980,100	1,960,200
Office (gross SF)	34,975	314,775	1,158,750	1,508,500

* The phasing deadlines above signify the dates by which all development and associated improvements for a given phase must be complete. Development of Phase 2 may commence prior to the phasing deadline for Phase 1 on either the DRI West Side or the DRI East Side, if (1) all of the mitigation associated with the Phase 1 for that side of the DRI entering Phase 2 has been completed and (2) the mitigation required as part of the Phase 2 for that side of the DRI developed consistent with the Development Order may commence prior to the phasing deadline for Phase 2, on either the DRI West Side or DRI East Side, if (1) all of the mitigation associated with Phases 1 & 2 for that side of the DRI entering Phase 3 has been completed and (2) the mitigation required as part of Phases 1 & 2 for that side of the DRI is developed consistent with the Development Order conditions for that side of the DRI.

Legend

- Wetland Typical
- Updated Wetland Typical (2008 - 2020)
- Upland Buffer
- Pine Flatwoods
- Cabbage Palm Preserve
- Development Area A (LTC Ranch Industrial / Lands East of I-95)
- Development Area B (Between Midway Road And EW #5)
- Development Area C (Between EW #5 And Glades Cut Off Road)
- FPL Essentments
- Property Boundary

- ### Notes
- A minimum 25' / average 50' wide upland buffer shall be provided adjacent to all wetland preserve areas.
 - The exact location of the proposed roads will be determined during the site planning process.
 - All acreage calculations are approximate until formally surveyed. Net development area may include major collection roads, residential streets, sidewalks, buildings parking, and access areas, private recreation areas, public facilities, utilities, utility and drainage easements, landscape areas, open spaces, neighborhood parks and other such uses required by Port St. Lucie's planned development regulations and/or supportive to neighborhood and community planning.

- ### Parcel Use
- Development Area
- A:** Permitted Uses
Office / Institutional / Commercial / Industrial / Public Service / Residential
 - B:** Institutional / Commercial / Public Service / Residential
 - C:** Institutional / Commercial / Public Service / Residential

- ### Land Use Key
- CG: Commercial General
 - CH: Commercial Highway
 - ROI: Residential / Office / Institutional
 - OSRI: Open Space Recreation / Institutional

luado & associates
701 SE Ocean Blvd., Suite 300A 33404
(772) 293-9100 Fax: (772) 225-2020

Key / Location:

Project Location

N.T.S.

Project Team:

- Client & Project Owner:** Glades Midway Developers, LLC
2900 SW 25th Street, Suite 205
Jacksonville, Florida 32225
- Land Planner / Landscape Architect:** Luado & Associates
701 East Ocean Boulevard
Suite 1, Fort St. Lucie
Palm City, Florida 34996
- Engineer:** Kirby, Horn & Associates
445 24th Street
Suite 200
Vero Beach, Florida 32989
- Surveyor:** Colquhoun & Trenching, Inc.
2990 SW 25th Street
Fort Pierce, Florida 34981
- Traffic Engineer:** Mackenzie Engineering & Planning, Inc.
1172 SW 30th Street
Palm City, Florida 34990
- Environmental Consultant:** EW Consultants
1000 SE Monterey Commons Blvd.
Shark Flats, Florida 34986

LTC Ranch DRI Revised Master Plan Map H-1

City of Port St. Lucie

Date	By	Description
16SEP20	SJS	Submittal
13JAN21	SJS	Update per Comp Plan
23MAR21	SJS	Correction To Wetland Boundary

SCALE: 1" = 600'

0 300' 600' 12,000'

REG. # 1018
Thomas P. Lucido

Designer: SJS Sheet
Manager: SG
Project Number: 20-535
Municipal Number: ...
Computer File: 20-535 - LTC - Map H.dwg

1 of 1

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- Notes**
1. A minimum 25' / average 50' wide upland buffer shall be provided adjacent to all wetland preserve areas.
 2. Impacted wetlands to be eliminated shall be developed in accordance with applicable state, federal and local mitigation policies. Proposed mitigation plans shall assure "no net loss" of wetland function or values.
 3. All acreage calculations are approximate until formally surveyed.
 4. All wetland and upland habitat preservation requirements for DRI East Side have been satisfied, as more specifically set forth in the Development Order for the LTC Ranch DRI (Resolution No. 19R40).

MAP G - DATA:

Wetland Preserve	Required:	Provided:
DRI West	239.77	246.82
DRI East	224.40	231.45
	15.37	15.37
Impacted Wetlands To Be Eliminated	n/a	12.65
DRI West	n/a	8.62
DRI East	n/a	4.03
Upland Preserve	222.28	230.61
DRI West	215.48	222.56
Buffer	n/a	86.70
Habitat	n/a	135.86
DRI East	6.80	8.05
Buffer	n/a	7.05
Habitat	n/a	1.00
Native Upland Habitat		708.04
DRI West		640.44
DRI East		67.60
Drainage Ditches		22.30
DRI West		12.60
DRI East		9.70
FPL Easements		144.90
Villages Property Boundary		2,445.00
DRI West		2055.00
DRI East		390.00

DRI West Wetland Inventory

Wetland Number	Acreage
1	1.52 AC
2	0.74 AC
3	2.36 AC
4	6.37 AC
5	2.96 AC
6	0.24 AC
7	1.63 AC
8	6.52 AC
9	1.22 AC
10	5.04 AC
11	3.91 AC
12	7.65 AC
13	26.45 AC
14	6.99 AC
15	0.56 AC
16	0.47 AC
17	0.31 AC
18	0.52 AC
19	0.60 AC
20	6.64 AC
21	0.25 AC
22	8.63 AC
23	5.30 AC
24 N	6.60 AC
24 S	6.38 AC
26	0.06 AC
28	6.14 AC
32 A	0.84 AC
33	0.11 AC
35	37.18 AC
37	2.69 AC
38	12.78 AC
39	7.67 AC
40	2.10 AC
41	10.67 AC
42	3.59 AC
44	3.50 AC
45	5.31 AC
46A	13.15 AC
46B	13.67 AC
47	0.59 AC
48	2.03 AC
49	0.43 AC
50	4.95 AC
51	4.95 AC
52	0.41 AC
106	0.05 AC
107	0.15 AC
108	0.78 AC
Total	237.71 AC

DRI East Wetland Inventory

Wetland Number	Acreage
37	0.79 AC
38	0.63 AC
39	5.56 AC
40	4.23 AC
41	5.58 AC
42	0.66 AC
43	1.91 AC
Total	19.36 AC

Lucido & associates
701 SE Ocean Blvd., Suite, Florida 34984 (772) 229-7100, Fax (772) 329-0320

Key / Location:

Project Location

Project Team:
 Client & Property Owner: Glades Midway Developers, LLC
 Land Planner / Landscape Architect: Lucido & Associates
 Engineer: Kerry, Horn & Associates
 Surveyor: Colquhoun & Topping, Inc.
 Traffic Engineer: Mackenzie Engineering & Planning, Inc.
 Environmental Consultant: EW Consultants

LTC Ranch DRI Environmental Exhibit Map G
City of Port St. Lucie

Date By Description
 16SEP20 SJS Submittal
 13JAN21 SJS Update per Comp Plan
 3MAR21 SJS Update Wetland Hatch

Designer: SJS
Manager: SG
Project Number: 20-535
Municipal Number: ---
Computer File: ---

Scale: 1" = 600'
 0 300' 600' 1200'

REG. # 1018
Thomas P. Lucido

1 of 1

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CITY OF PORT ST. LUCIE

CONSERVE OUR WATER RESOURCES



UTILITY SYSTEMS DEPARTMENT

City Burgess, Director

March 10, 1995

Ms. Cynthia A. Henderson
Annis, Mitchell, Cockey, Edwards & Roehn
One Tampa City Center Suite 2100
PO. Box 3433
Tampa FL 33601

Re: LTC Ranch DRI

Dear Ms. Henderson,

Thank you for your letter of February 16, 1995 (copy attached) regarding availability of water and wastewater capacity for the referenced development. As we discussed with you and Mr. Glaubitz of BSE Consultants, Inc., this utility will provide service to the proposed project pursuant to our interlocal agreement with St. Lucie County, in accordance with ordinance no. 94-95 (utility service availability and extension rules) and upon execution of a Developer Service Agreement. However, we will respond to your questions, numbered one (1) through five (5) as accurately as possible based on your projected phasing schedule, present available capacity, existing capacity reservations, scheduled plant expansions and future capacity consumption based on historical connection rates.

Water Facilities - Response to Question No. 1:

<u>Phase</u>	<u>Time</u>	<u>(1) Projected Excess Capacity MGD</u>
I	1995	1.036
-	1996 (2)	2.873
II	2001	2.173
III	2006	1.423

(1) See Exhibit "A" to MOU - Attached

(2) Water plant expansion to 8.0 MGD 4/96 and assuming connection rate of 50 ERC'S/month at 250 GPD.

Water Facilities - Response to Question No. 2:

The above projected excess capacity includes reserved capacity as of February 1, 1995. No projected capacity reservations are included. Please see Exhibit "A" to MOU - Attached.

250 N.W. Country Club Drive • Port St. Lucie, FL 34986
Administration - (407) 871-5395 Technical Services - (407) 871-5435
Fax (407) 871-5460

Water Facilities - Response to Question No. 3:

The utility confirms receipt of the proposed project water demand and supply exhibits contained in the DRI application.

Water Facilities - Response To Question No. 4:

Provisions for providing capacity for the proposed project if not available at the time the project requests capacity will be addressed in a Developer Service Agreement. Several options are available, i.e., the utility charges for water treatment facilities expansion or the project constructs a water treatment facility on-site and donates the facilities to the utility. Typical costs for new lime softening facility expansion is in the range of \$ 1.50 to \$ 1.75 per gallon and for new construction is in the range of \$ 1.50 per gallon.

Wastewater Facilities - Response to Question No. 1:

Wastewater service can be provided by the Northport WWTP or by construction of a wastewater facility on the project site. The permitted capacity of the NPWWTP is 1.000 MGD and the 12 month average day flow is 0.700 MGD. The present available capacity is 0.300 MGD. No capacity reservations presently exist. Projected excess capacity is not identified at this time for each phase, however excess capacity can be addressed in a Developer Service Agreement.

Wastewater Facilities - Response to Question No. 2:

No commitments presently exist for wastewater capacity at the NPWWTP.

Wastewater Facilities - Response to Question No. 3:

The utility confirms receipt of the proposed project wastewater flows and exhibits contained in the DRI application.

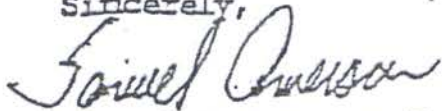
Wastewater Facilities - Response to Question No. 4:

Provisions for providing capacity for the proposed project if not available at the time the project requests capacity will be addressed in a Developer Service Agreement. Several options are available, i.e., the utility charges for wastewater treatment facilities expansion or the project constructs a wastewater treatment facility on-site and donates facilities to the utility. Typical costs for the wastewater facility expansion is in the range of \$ 2.50 to \$ 3.00 per gallon and for new construction is the range of \$ 2.25 to \$ 2.50 per gallon.

Hopefully this information will provide the necessary documentation that the Port St. Lucie Utility Systems Department can and will

provide the water and wastewater service to your proposed project
at such time as service is requested.

Sincerely,



Samuel T. Emerson, P.E.
Utilities Engineer

STA/kat

cc: Cliff Burgess - Utility Systems Director
John Moulton - Florida Department of Environmental Protection
Scott Glaubitz, P.E. - BSE Consultants, Inc.
Ken Johnson - System Planning Coordinator
File - 11.054

EXHIBIT "E"

Conversion Rates Based Upon Resultant PM Peak Hour Trip Rates

Land Use		SF	MF	GO	IP	WH	SC
	↓ Trip Rate per DU or per KSF →	0.64	0.34	0.71	0.29	0.14	1.15
Single Family Detached	0.64	1.00	1.88	0.90	2.21	4.57	0.56
Multi-Family Housing	0.34	0.53	1.00	0.48	1.17	2.43	0.30
General Office	0.71	1.11	2.09	1.00	2.45	5.07	0.62
Industrial Park	0.29	0.45	0.85	0.41	1.00	2.07	0.25
Warehousing	0.14	0.22	0.41	0.20	0.48	1.00	0.12
Shopping Center	1.15	1.80	3.38	1.62	3.97	8.21	1.00

Note: GO, IP, WH and SC are per 1000 SF

To Add a land use located the use you want to add along the Y axis then locate the use to remove along the x axis, multiply by the number in the intersecting cell:

- If the applicant wishes to add units they would multiply that intensity by the conversion rate for the land use they would need to remove.

Ex: If you want to add 100 Du's of SF, and remove units from multi-family, you would multiply the 100 new DU's by 1.88, the conversion rate for SF:MF. $100 * 1.88 = 188$. Therefore 188 DU's would need to be removed from MF.

- If the applicant wanted to add 12,000 square feet of of shopping center and wanted to know how much to reduce the Industrial Park you would: calculate $12,000 * 3.97 = 47,647$ square feet.

If the applicant wants to add 30,000 SF of Industrial Park they could remove 12,300 SF of GO general office space ($30000 * 0.41$)

To Subtract/ reduce a use:

Start with the use along the x axis and locate the use to add along the y, divide by the number in the intersecting cell.

- If the applicant has 200,000 square feet of warehouse to remove, how many multifamily units can be added?

Divide 200,000 square feet by 2.43 = 82.34 or 82 MFDUs

If the applicant wants to remove 50,000 SF of industrial and see how many dwelling units of MF it could replace it with, divide 50 by 1.17 = 42.7 or 42 dus.

EXHIBIT "F"

COUNCIL ITEM 7
DATE 4/21/03

April 11, 2003

CONTRIBUTION AGREEMENT

THIS AGREEMENT entered into this 15 day of April, 2003, by and between the CITY OF PORT ST. LUCIE, a Florida corporation (the "City") and LTC JOINT VENTURE (the "Owner"), recites and provides as follows:

RECITALS

- A. The City has entered into an "Interlocal Agreement" with St. Lucie County (the "County") in the form of Exhibit "A" attached hereto, pursuant to which the County will construct the Midway Road Improvement Project (the "Project") described therein.
- B. LTC Joint Venture and the City have entered into an "Annexation Agreement" with respect to the LTC Ranch DRI property lying east and west of I-95 and containing, in the aggregate, 2455 acres, more or less (the "Property") and consistent with that agreement the Property has been annexed into the City.
- C. The Owner has agreed to fund the City's contribution obligations under the Interlocal Agreement on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. Funding. The Owner will contribute to the City (~~or pay directly to the County if so directed in writing by the City~~) the total amount of Two Million Dollars (\$2,000,000.00), ~~payable in eight (8) quarterly payments of Two Hundred Fifty Thousand Dollars (\$250,000.00) each. This obligation shall be secured by an~~

Additions to text are indicated by underline; deletions by ~~strikeout~~.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2322043 OR BOOK 1863 PAGE 1819
Recorded: 12/16/03 09:48

Ref.

~~irrevocable letter of credit substantially similar in form to that attached to the Interlocal Agreement as Exhibit "A." The Owner shall deliver the signed original letter of credit to the City (or directly to the County if so directed in writing by the City) within thirty (30) days after the City approves this Agreement. The City reserves the right to assign the letter of credit to the County. City hereby acknowledges receipt of Two Hundred Fifty Thousand Dollars (\$250,000.00) on or about March 13, 2003. The balance, One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) is due and payable within three (3) days after City's acceptance of this Agreement.~~

~~The first quarterly payment of \$250,000.00 shall be due and payable on or before the earlier to occur of: April 1, 2003, or within 30 days after the construction contract for the Project has been executed. Future payments shall be made as provided in the schedule attached hereto as Exhibit "B." In the event the Owner shall fail to make any payment when due, the Owner shall have the right to cure such failure by the payment of said amount to the City within ten (10) days following receipt of written notice of such failure by the Owner from the City, as provided herein below.~~

2. Vesting. In consideration of all the payments to be made by the Owner as set forth herein, the City agrees and hereby acknowledges that the entire LTC Ranch DRI is and shall be vested in perpetuity for purposes of transportation concurrency as set forth herein and shall not have any further obligation for any traffic or transportation impacts (including but not limited to off-site improvements or contribution for any road improvements) east of I-95, with the exception of the Owner's proportionate share of the intersection (including signalization) improvements, if warranted, for the north bound entrance ramp at the intersection of I-95 and Midway Road, and the Owner shall be permitted to develop the

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property as permitted on the date of execution of this Agreement to the full extent permitted by the Development Order. The foregoing shall not be interpreted to exempt the Owner from the payment of applicable transportation impact fees. ~~The failure to timely make the payments provided for herein, after notice and grace period provided above, shall be a default hereunder and a termination of the vesting determination.~~

3. Whole Understanding. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
4. Amendments. The Agreement may only be amended by a written document signed by both parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida.
5. Filing; Effectiveness. This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, prior to its effectiveness.
6. Reliance. Owner is permitted to rely hereon in proceeding with the development of the Property.
7. DRI Condition. Owner agrees to seek an amendment to the existing Development Order for the LTC Ranch DRI to conform to the provisions hereof.
8. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties hereto.

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9. Attorneys' Fees. Should any litigation arise between, among or involving any of the parties concerning or arising out of this Agreement, including, but not limited to, actions for damages, specific performance, declaratory, injunctive or other relief, and whether at law or in equity, and including appellate and bankruptcy proceedings as well as at the trial level, the prevailing party in any such litigation or proceeding shall be entitled to recover reasonable attorneys' fees and costs for same.
10. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given either (i) when delivered in person to the persons designated hereinbelow for that purpose, (ii) upon delivery to an overnight courier (e.g., Federal Express, Airborne) as evidenced by the sender's copy, addressed as set forth hereinbelow; (iii) upon mailing by United States certified mail, return receipt requested, postage paid, to such address. Such notice shall be deemed received, when either (i) delivered in person to the agents designated hereinbelow for that purpose, (ii) on the first business day after delivery to an overnight courier (e.g., Federal Express, Airborne) as evidenced by the sender's copy, addressed as set forth hereinbelow, or (iii) three (3) days after deposited in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the other party. The addresses of the parties are as follows:

To City:

Don Cooper
City Manager
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

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With Copy To: Roger Orr, Esq.
City Attorney
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

To Owner: LTC Joint Venture
c/o James Kern
The Kern Company
700 Island Landing Drive
St. Augustine, FL 32095

With Copy to: Alan J. Ciklin, Esq.
Boose Casey Ciklin, et al.
515 North Flagler Drive
Suite 1700
West Palm Beach, FL 33401

Notice sent to counsel for either party hereto, in the manner or delivery provided for herein, shall be effective as notice to such party. Any party hereto may, from time to time, give to the party written notice, in the manner provided for herein, of some other address to which communications to such party shall be sent, in which event, notices to such party shall be personally delivered or sent in the manner set forth hereinabove to such address.

WITNESS the following signatures on the dates signed below.

CITY:
CITY OF PORT ST. LUCIE, FLORIDA

Attest:

By: Karen A. Phillips
Karen A. Phillips, City Clerk

By: Donald B. Cooper
Name: Donald B. Cooper
Title: CITY MANAGER

Date: 4-21-03

Approved As to Form and Correctness:

By: [Signature]
Roger G. Orr, City Attorney

Date: 4/21/03

OWNER:

LTC JOINT VENTURE

By: [Signature]
Name: ROBERT A. KEARN
Title: PROPERTY MGR

[Corporate Seal]

Date: 15 April '03

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida to take acknowledgments, personally appeared Donald B. Cooper as CITY MANAGER of the CITY OF PORT ST. LUCIE, who is personally known to me or has produced _____ as identification and who executed the foregoing instrument, and who acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the State of Florida, County of St. Lucie, this 21 day of April, 2003.

[Signature]
Notary Public, State of Florida

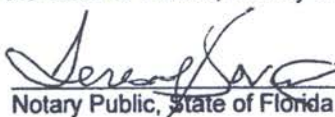


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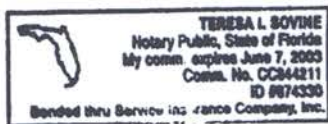
STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida to take acknowledgments, personally appeared James A. Kean, as Property Manager of LTC JOINT VENTURE, who is personally known to me or has produced F.I.D.L. as identification and who executed the foregoing instrument, and who acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the State of Florida, County of St. Lucie, this 15 day of April, 2003.



Notary Public, State of Florida



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**INTERLOCAL AGREEMENT
MIDWAY ROAD IMPROVEMENT PROJECT**

THIS AGREEMENT entered into this 4 day of November, 2002, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County," and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, hereinafter referred to as "City."

WHEREAS, County and the City have agreed to cooperate in the implementation of the Midway Road Improvement Project (the "Project"); and,

WHEREAS, the objective of this Project is to provide road improvements to Midway Road which are more specifically described in Exhibit "A" attached, which improvements benefit the citizens of the City and the County; and,

WHEREAS, the County will be responsible for the design, permitting and construction of the Project; and,

WHEREAS, the City has agreed to assist the County in partially funding the Project as hereinafter set forth.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Authority:** This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Interlocal Cooperation Act.

2. Design and Permitting. The County will contract with a consulting engineer to prepare the necessary plans and specifications for the Project and obtain all required permits.

3. Bidding; Award; Contract Administration. The County will bid and award the contract for construction of the improvement project. The County will provide contract administration and inspection during construction.

4. Project Budget; Funding. The estimated total project cost is eight million two hundred thousand and 00/100 (\$8,200,000.00) dollars including design, permitting and construction. The City will contribute the amount of two million (\$2,000,000.00) dollars payable in eight (8) quarterly payments of two hundred fifty thousand (\$250,000.00) dollars each and secured by an irrevocable letter of credit in substantially the form attached hereto as Exhibit B. The City shall provide the signed letter of credit within thirty (30) days after the County notifies the City that the County has advertised for bids for construction of the Project. The first quarterly payment shall be due January, 2003 or within 30 days of award of contract, whichever comes first.

5. In consideration of the City contributing to the improvement of the Midway Road Improvement Project, the County agrees and hereby acknowledges that

properties and developments within the existing city limits of the City of Port St. Lucie as described on the effective date of this agreement, including upon annexation into the City of Port St. Lucie, the LTC Ranch, Development of Regional Impact Area lying in unincorporated St. Lucie County, that would otherwise require that West Midway Road be four laned between the intersection of West Midway Road and I-95 and the intersection of West Midway Road and U.S. #1 shall be deemed to be vested for purposes of concurrency and any transportation impacts on that section of West Midway Road as herein described, except any proportional improvements that may be required to the northbound on/off ramps with I-95 (including signalization) at West Midway Road . Provided that nothing in this Agreement shall prevent the City and County from jointly agreeing to fund future improvements to West Midway Road, where it is shown that the improvements would be of benefit to the City of Port St. Lucie and St. Lucie County.

Furthermore, in recognition that the West Midway Road Corridor is a critical transportation corridor to all of St. Lucie County, both the City and the County agree to jointly request that as part of the development of the next project priority list, the St. Lucie MPO advance the segment of West Midway Road from Torino Parkway

to South 25th Street into the Cost Feasible Plan component of the 2025 Long Range Plan.

6. Maintenance. The County will continue to maintain roads within the Project.

7. Whole Understanding. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

8. Amendment. The Agreement may only be amended by a written document signed by both parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida.

9. Filing; Effectiveness. This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, prior to its effectiveness.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the dates stated below.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

ATTEST:

Melita Cliford
Deputy Clerk



BY: *Douglas Conrad*
Chairman

DATE: 11/4/02

APPROVED AS TO FORM AND
CORRECTNESS:

BY: *W. A. [Signature]*
County Attorney

CITY OF PORT ST. LUCIE, FLORIDA

ATTEST:

Karen Phillips
Deputy Clerk



BY: *Robert [Signature]*
Mayor

DATE: 11-25-02

APPROVED AS TO FORM AND
CORRECTNESS:

BY: *[Signature]*
City Attorney

EXHIBIT "G"

Trip Generation: LTC Ranch - Trip Tracking

Date: _____
 Site Plan Name/Number: _____
 Allowed Uses _____
 Resultant Rates to be Used for Trip Tracking _____

Land Use	ITE Code	Intensity	Units	Resultant Rates to be Used for Trip Tracking		Factored to Allowable Trips			Enter Site Plan Units and Calculate Trips				
				In	Out	West Side Trips	East Side Trips	West Side	East Side	DUs or SF	Trips	DUs or SF	Trips
Single Family Detached	210	3,350	DU	2.89	2.85	19,207	20,940	-	-	-	-	-	-
Multi-Family Housing	220	650	DU	2.76	2.72	3,559	3,880	-	-	-	-	-	-
General Office	710	1,508,500	Sft	3.86	2.55	6.41	9,680	10,553	2,480	1,149	-	-	-
Industrial Park	130	1,000,000	Sft	1.33	0.94	2.27	2,275	1,054	10,234	-	-	-	-
Warehousing	150	960,000	Sft	0.64	0.46	1.10	9,387	32,153	13,009	35,054	14,182	49,236	45,162
Shopping Center	820	725,000	Sft	4.81	8.14	12.95	3,445	3,447	3,445	3,447	3,445	3,447	3,445
TOTALS													

Source: ITE 10th Edition Trip Generation Rates

AM Peak Hour

Land Use	ITE Code	Intensity	Units	Resultant Rates to be Used for Trip Tracking		Factored to Allowable Trips			Enter Site Plan Units and Calculate Trips				
				In	Out	West Side Trips	East Side Trips	West Side	East Side	DUs or SF	Trips	DUs or SF	Trips
Single Family Detached	210	3,350	DU	0.17	0.35	0.52	1,739	206	949	951	-	-	-
Multi-Family Housing	220	650	DU	0.09	0.22	0.32	206	-	263	263	-	-	-
General Office	710	1,508,500	Sft	0.55	0.08	0.63	107	181	181	181	-	-	-
Industrial Park	130	1,000,000	Sft	0.21	0.05	0.26	206	2,126	1,319	2,126	1,321	3,447	3,445
Warehousing	150	960,000	Sft	0.08	0.03	0.11	181	3,445	3,445	3,445	3,447	3,445	3,447
Shopping Center	820	725,000	Sft	0.11	0.14	0.25	2,126	1,319	1,319	2,126	1,321	3,447	3,445
TOTALS													

Source: ITE 10th Edition Trip Generation Rates

PM Peak Hour

Land Use	ITE Code	Intensity	Units	Resultant Rates to be Used for Trip Tracking		Factored to Allowable Trips			Enter Site Plan Units and Calculate Trips				
				In	Out	West Side Trips	East Side Trips	West Side	East Side	DUs or SF	Trips	DUs or SF	Trips
Single Family Detached	210	3,350	DU	0.48	0.16	0.64	2,146	254	1,073	286	322	146	146
Multi-Family Housing	220	650	DU	0.26	0.08	0.34	226	-	130	146	-	-	-
General Office	710	1,508,500	Sft	0.05	0.66	0.71	840	3,212	1,489	3,615	1,676	5,291	4,701
Industrial Park	130	1,000,000	Sft	0.04	0.25	0.29	2,146	2,416	1,489	3,615	1,676	5,291	4,701
Warehousing	150	960,000	Sft	0.03	0.11	0.14	840	3,212	1,489	3,615	1,676	5,291	4,701
Shopping Center	820	725,000	Sft	0.18	0.97	1.15	3,212	1,489	1,489	3,615	1,676	5,291	4,701
TOTALS													

Source: ITE 10th Edition Trip Generation Rates