Prepared By and return to: Port St. Lucie Utility Systems Dept. 900 SE Ogden Lane, Port St. Lucie, FL 34983

UTILITY INFRASTRUCTURE AGREEMENT

(Riverland – Offsite Utility Facilities)

THIS UTILITY INFRASTRUCTURE AGREEMENT ("Agreement") is made between RIVERLAND DEVELOPMENT COMPANY, LLC, a Florida Limited Liability Company ("APPLICANT"), and the CITY OF PORT ST. LUCIE, a Florida Municipal Corporation ("CITY").

RECITALS

WHEREAS, the CITY owns, operates and maintains public water and wastewater utility systems through the City Council's establishment and creation of the Port St. Lucie Utility Systems Department ("PSLUSD"); and

WHEREAS, the APPLICANT desires to construct certain offsite water and wastewater improvements (the "Utility Project") primarily within the limits of CITY owned easements and rights-of-way (the "City Property") located within the CITY'S utility service area in St. Lucie County, Florida to serve property where the APPLICANT and/or one or more of its related and/or affiliated entities plan to develop and construct a mixed-use development of regional impact (the "Development Project") on property APPLICANT and/or such related and/or affiliated entities own; and

WHEREAS, the Utility Project will include certain potable water and wastewater improvements that require specific timing, oversizing or extensions that go beyond the water and wastewater master plan requirements for the Development Project in order to comply with the CITY's water and wastewater master plan for the entire area; and

WHEREAS, the CITY will reimburse the APPLICANT for certain improvements that go beyond the water and wastewater master plan requirements for the Development Project; and

WHEREAS, the APPLICANT intends to construct the Utility Project in phases, in conjunction with the subdivision and development of the APPLICANT's Development Project, and the CITY agrees to accept the turnover and conveyance of the Utility Project in phases; and

WHEREAS, the CITY and APPLICANT have agreed upon a schedule for construction of the Utility Project; and

WHEREAS, the APPLICANT and the CITY will enter into separate Utility Service Agreements with respect to the public water and wastewater utility systems to be located within the boundaries of the Development Project; and

WHEREAS, a legal description of the City Property is attached hereto as Composite Exhibit "A"; and WHEREAS, a legal description of the Development Project property is attached hereto as Exhibit "B"; and

WHEREAS, the parties desire to enter into this Agreement, setting forth the mutual understandings and undertakings regarding CITY and APPLICANT responsibilities for the Utility Project.

WITNESSETH

NOW THEREFORE, in consideration of ten dollars (\$10.00), the foregoing premises, the undertakings and mutual agreements herein contained and assumed, and other good and valuable consideration, the parties hereby covenant and agree as follows:

- **1. Recitals** The foregoing recitations are true and correct and are incorporated herein by reference.
- 2. Utility Project The APPLICANT, at APPLICANT'S sole cost and expense, shall design, construct and install all necessary water distribution and/or wastewater collection lines, systems or other infrastructure ("Utility Facilities") for the Utility Project over, through, under, and across the City Property and the Acquired Easements (as hereinafter defined) in accordance with the plans, specifications and engineering data submitted by the APPLICANT's Engineer of Record ("EOR") and approved by the appropriate governmental regulatory agencies and PSLUSD for the Utility Project. The Utility Project will connect to the CITY's existing water distribution and/or wastewater collections lines as determined by the APPLICANT, its EOR and the CITY.
- 3. Compliance with Applicable Laws, Codes, Regulations and Policies The APPLICANT shall abide by and be in compliance with any and all rules and requirements of the regulatory agencies that have jurisdiction over the subject matter of this Agreement as well as all applicable federal and state laws, regulations, and CITY ordinances and other policies. In addition, the parties agree that the policies, ordinances, rules and regulations that are adopted by the CITY, as same may be amended from time to time, shall have the full force and effect of law, which shall govern the legal relationship between the APPLICANT and CITY with respect to each party's obligations. The Utility Project work may include but shall not be limited to the following types of Utility Facilities, water mains, fire hydrants, gravity flow mains, force mains, pump stations, lift stations, interceptors, and other utility infrastructure. The Utility Project work shall be performed in accordance with the policies, technical specifications and construction standards of PSLUSD. The APPLICANT shall obtain any federal, state and/or CITY permits necessary to construct the Utility Project. In addition, all costs and expenses relating to the Utility Project are at APPLICANT'S sole cost and expense except as otherwise provided herein.

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- **4. Water and/or Wastewater Treatment Plant Capacity -** Water and/or wastewater treatment plant capacity is not intended to be reserved as part of this Agreement, but will be addressed in separate Utility Service Agreements between the CITY and the APPLICANT or its related and/or affiliated entities.
- **5. Construction Plans** The APPLICANT or its EOR shall furnish to CITY a complete set of design and construction drawings, plans, specifications, and other necessary engineering data (hereinafter "Construction Plans") of the Utility Project's proposed Utility Facilities for the review and approval by PSLUSD prior to commencing construction of the Utility Facilities. PSLUSD's approval of APPLICANT'S Construction Plans shall be valid for one year from the date of such approval. If APPLICANT has commenced construction of the Utility Facilities, but there has been either: (i) a cessation of construction activity where there have been no documented inspections by CITY for a period of 12 months; or (ii) an expiration of the associated building permit(s), whichever occurs first, then CITY reserves the right to require the re-submittal of the Construction Plans and further payment of applicable review fees upon APPLICANT'S resubmission of said documents for approval. The APPLICANT shall not commence construction of the Utility Facilities until all Construction Plans regarding such work are approved in writing by PSLUSD. To the extent that APPLICANT designs and constructs the Utility Facilities in phases, the provisions of this paragraph shall be applied on a phase-by-phase basis to the portion of the Utility Facilities then being designed and constructed by APPLICANT.
- **6. Improvements to be Constructed by the APPLICANT and Construction Schedule for the Utility Project** The APPLICANT is required to construct the potable water and wastewater improvements required to serve the Development Project. The APPLICANT agrees to construct potable water and wastewater improvements that require specific timing, oversizing or extensions that go beyond the water and wastewater master plan requirements for the Development Project in order to comply with the CITY's water and wastewater master plan for the entire area. The APPLICANT will be reimbursed for these additional improvements as set forth in this Agreement. A location map for the wastewater improvements of the Utility Project is attached hereto as **Exhibit "C"** and a location map for the water improvements of the Utility Project is attached hereto as **Exhibit "D"**. The APPLICANT agrees to construct the following improvements for the Utility Project in accordance with the schedule set forth below:
 - a. Force Main #1 (See Exhibit "C") 16" wastewater force main from the intersection of SW Village Parkway and SW Discovery Way (FM Point of Service #1) to the intersection of SW Community Blvd and SW Discovery Way. Force Main #1 is required to be complete, in service and owned by the CITY prior to the first certificate of occupancy ("CO") being issued for homes located within Parcel A of the Development Project. The legal description of Parcel A of the Development Project is set forth in Exhibit "E" attached hereto.
 - b. Force Main #2 (See Exhibit "C") 24" wastewater force main from FM Point of Service #2 to SW Discovery Way and along SW Discovery Way east to SW Community Blvd. Force Main #2 is

required to be complete, in service and owned by the CITY prior to the 2,036th CO being issued within the Development Project.

- c. Force Main #3 (**See Exhibit "C"**) 24" wastewater force main from the intersection of SW Discovery Way and North/South "A" (FM Point of Service #3) south approximately 2,700 LF along North/South "A" to the entry for that portion of the Project west of North/South "A". Force Main #3 is required to be complete, in service and owned by the CITY before any building permits are issued west of North/South "A".
- d. Water Main #1 (See Exhibit "D") 24" water main from the intersection of SW Discovery Way and SW Community Blvd (WM Point of Service #1) south to SW Paar Drive. Water Main #1 shall be constructed (and/or extended) along the frontage of the Development Project as subsequent Development Project parcels are developed south along SW Community Blvd. Prior to the issuance of the first CO within a subsequent Development Project parcel, the portion of Water Main #1 adjacent to the subsequent parcel shall be complete, in service and owned by the CITY. In the event that the CITY chooses to construct the water main ahead of development, APPLICANT shall pay its "fair share" of water main installation costs, as development continues south along SW Community Blvd., prior to the first permit issuance for each additional Development Project parcel. For purposes of this subparagraph, a "subsequent Development Project parcel" shall mean any subdivision of the Development Project that is adjacent to SW Community Blvd., excluding Parcel A as described on Exhibit "E". "Fair share" means the minimum hydraulic share.
- e. Water Main #2 (See Exhibit "D") 30" water main from the intersection of SW Discovery Way and SW Community Blvd (WM Point of Service #1) to the existing water main on SW Discovery Way approximately 2,650 LF west (WM Point of Service #2). Water Main #2 shall be complete, in service and owned by the CITY within 10 years of the date of this Agreement with the APPLICANT having the option to request an extension in the event a portion of the main is not yet warranted. The extension shall be requested at least sixty (60) days prior to the deadline to construct Water Main #2.
- f. Water Main #3 (**See Exhibit "D**") 24" water main from the intersection of SW Discovery Way and North/South "A" (WM Point of Service #3) south approximately 2,700 LF along North/South "A" to the entry for that portion of the Project west of North/South "A". Water Main #3 shall be complete, in service and owned by the CITY prior to the issuance of first CO for homes located west of North/South "A".
- **7. Payments by the APPLICANT** The APPLICANT will pay the amount of \$272,600.00 to the CITY within 60 days of the execution of this Agreement as contribution to the costs to the CITY associated with extending the force main system to FM Point of Service #2 as shown on **Exhibit "C"**.

- **8. Reimbursement to the Applicant** The following reimbursements will be paid to the APPLICANT by the CITY to reimburse the APPLICANT for constructing improvements that require specific timing, oversizing or extensions that go beyond the water and wastewater master plan requirements for the Development Project in order to comply with the CITY's water and wastewater master plan for the entire area:
 - a. CITY will pay the APPLICANT \$120,000 upon execution of this Agreement for the construction of Force Main #1 which will ultimately benefit other projects. This amount will offset the payment to the CITY noted above in Paragraph 7.
 - b. City will reimburse the APPLICANT for oversizing (12" to 24") \$90/LF for the actual length of Force Main #3 constructed then conveyed to the CITY upon completion and permit certification.
 - c. City will reimburse the APPLICANT for oversizing (12" to 24") \$90/LF for the actual length of Water Main #1 constructed then conveyed to the CITY upon completion and permit certification.
 - d. City will reimburse the APPLICANT for oversizing (12" to 30") \$140/LF for the actual length of Water Main #2 constructed then conveyed to the CITY upon completion and permit certification.
 - e. City will reimburse the APPLICANT for oversizing (12" to 24") \$90/LF for the actual length of Water Main #3 constructed then conveyed to the CITY upon completion and permit certification.

To the extent that any of the above reimbursements are paid later than one (1) year after the date the last party signs this Agreement, such reimbursement payment amount shall be increased to reflect the cumulative annual average percentage increase in the Consumer Price Index for All Urban Consumers All Cities Average, for All Items, published by the Bureau of Labor Statistics, United States Department of Labor (the "CPI"), or such other index which is most consistent therewith if the CPI is no longer published.

- **9. Easements** The CITY shall acquire those easements necessary for the installation of FM #2 from FM Point of Service #2 to SW Discovery Way that are not part of the City Property (collectively, the "Acquired Easements"). The CITY shall also attempt to secure from each mortgagee and lienholder of the property where the Acquired Easements are located a release of the mortgagee's or lienholder's interest in the Acquired Easements and Utility Facilities located within the Acquired Easements, if deemed necessary by the CITY. However, the APPLICANT shall reimburse the CITY actual costs relating to the acquisition of the Acquired Easements, including but not limited to costs associated with obtaining releases from mortgagees or lienholders, up to an amount not to exceed \$50,000.00.
- **10. As-Built/Record Survey** The APPLICANT, at its sole cost and expense, shall have prepared by a Florida registered Surveyor and Mapper, and furnish to the CITY an as-built survey of the Utility Facilities within the Utility Project in accordance with the standards and specifications of PSLUSD. The as-built survey shall be certified and sealed by APPLICANT'S Surveyor and require the written approval of PSLUSD prior to the CITY'S acceptance of APPLICANT'S transfer and conveyance of its Utility Facilities pursuant to the terms of this Agreement. The as-built survey shall show all pertinent information as to all mains, services and appurtenances

belonging to, and affecting the water distribution, wastewater collection, and other utility lines and systems, constructed for the Utility Project. As-built surveys shall also be signed and sealed by a Florida registered surveyor as to the actual locations of all surface features of the Utility Facilities, easements and rights-of-way which are part of or adjacent to the City Property, and shall include all constructed paving and drainage facilities relating to said facilities. To the extent that APPLICANT constructs the Utility Facilities in phases, the provisions of this paragraph shall be applied on a phase-by-phase basis to the portion of the Utility Facilities then constructed by APPLICANT.

- 11. Turnover of Utility Facilities – Prior to CITY'S acceptance of each component of the Utility Facilities described in paragraph 6, and the provision of utility services to the portion of the Development Project each component serves, APPLICANT shall fully execute and provide all necessary drawings, reports, affidavits, releases of liens, certifications, bills of sale, and any other documents identified in PSLUSD'S checklists for Utility Final Inspection and Utility Acceptance Turnover, as revised or amended from time to time. When the CITY is ready to accept each component of the Utilities Facilities described in paragraph 6 APPLICANT shall transfer each component of the Utility Facilities, to CITY by Bill of Sale, all of APPLICANT'S right, title and interest in and to the Utility Facilities, including but not limited to, water and/or wastewater supply lines, mains, pumps, connections, pipes, meters, valves and equipment installed up to and within granted easements and rights-ofway within the City Property, Acquired Easements, and other lands (if applicable) that were constructed and installed for the Utility Project. The APPLICANT shall also furnish to CITY an affidavit asserting that all persons, firms, corporations or other entities who furnished labor, equipment and/or materials used directly or indirectly in the execution of the work to be performed for each component of the Utility Project have been paid prior to the City's acceptance of that component of the Utility Project. However, in the event of a dispute between APPLICANT and any contractor, subcontractor, or other person or entity who furnished such labor or materials, APPLICANT shall provide CITY with a bond in the amount that is in dispute and in a form acceptable to CITY. To the extent that APPLICANT constructs the Utility Facilities in phases, the provisions of this paragraph shall be applied on a phase-by-phase basis to the portion of the Utility Facilities then constructed by APPLICANT.
- **12. Insurance.** The APPLICANT shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as APPLICANT's review or acceptance of insurance maintained by others, are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by the APPLICANT under the Agreement.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement, will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie, and the CITY shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie, or

extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.

- a. <u>Workers' Compensation Insurance & Employer's Liability:</u> The APPLICANT shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes.
- b. <u>Commercial General Liability Insurance</u>: The APPLICANT shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence \$1,000,000

Personal/advertising injury \$1,000,000

Products/completed operations aggregate \$2,000,000

General aggregate \$2,000,000

Fire damage \$100,000 any 1 fire

- c. Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (ISO CG20101185 or CG2037 or CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of end of the Agreement. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.
- d. Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees, as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida its officers, employees and agents.". The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance.

- e. <u>Automobile Liability Insurance:</u> The APPLICANT shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.
- f. <u>Waiver of Subrogation</u>: By entering into this Agreement APPLICANT agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then APPLICANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should APPLICANT enter into such an Agreement on a pre-loss basis.
- g. <u>Deductibles</u>: All deductible amounts shall be paid for and be the responsibility of the APPLICANT for any and all claims under this Agreement.

It shall be the sole responsibility of the APPLICANT to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above.

The APPLICANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the CITY shall be endorsed as an "Additional Insured". All insurance carriers must have an AM Best rating of at least A:VII or better.

The CITY reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

13. Indemnification. APPLICANT shall hold harmless and indemnify CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, or expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional or negligent act or omission of APPLICANT, its employees, agents, servants, or officers, resulting from, or related in any way to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. Nothing in this paragraph shall be deemed

to affect the rights, privileges and sovereign immunities of **CITY** as set forth in Section 768.28, Florida Statutes or any other provision of law.

- **Qualified Contractor. APPLICANT** shall cause the work under this Agreement to be supervised and directed by a contractor licensed in Florida, applying such skills and expertise as is necessary to perform the work in accordance with the approved Construction Plans. **APPLICANT**, in consultation with its contractor, shall be solely responsible for the means, methods, techniques, sequences and procedures of the construction and installation of the utility improvements.
- **15. Repair and Damage of City Right of Way. APPLICANT** shall repair any damage caused to the City Property or other property, arising from the **APPLICANT's** use of the City Property or property necessary to complete the Utility Project.
- **Plat or Replat of the Property** The parties acknowledge that there may be platting or replatting of lands concerning the Utility Project that would be recorded in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida.
- **Warranty** APPLICANT shall assign to CITY all warranties pertaining to each component of the Utility Facilities described in Paragraph 6 above, upon the final acceptance and/or certification by PSLUSD and transfer of ownership to CITY of each component of the Utility Project. APPLICANT further agrees that for a period of one year after said acceptance and transfer, the APPLICANT will correct, upon receipt of written notice, any deficiencies in the design, materials or installation of the Utility Facilities within thirty (30) days of the written notice. Such repair work undertaken pursuant to this paragraph shall be at the APPLICANT'S sole cost and expense, and in accordance with the standards and specifications of PSLUSD. In the event CITY, should have to perform repairs to correct deficiencies, APPLICANT agrees to reimburse the CITY for such work within thirty (30) days of receipt of a request for payment from the CITY. To the extent that APPLICANT constructs and transfers owners of the Utility Facilities in phases, the provisions of this paragraph shall be applied on a phase-by-phase basis to the portion of the Utility Facilities then constructed and transferred by APPLICANT.
- **18. Payment of Fees and Charges** The APPLICANT agrees to submit to CITY full payment of any and all fees and charges due and owing to the CITY upon APPLICANT'S execution of this Agreement. The total amount due to CITY is detailed in the Utility Invoice attached hereto as **Exhibit "F"**. CITY shall not execute this Agreement until it receives APPLICANT'S full payment and the processing of the payment is complete.
- 19. Default Should the APPLICANT be in default of this Agreement and the default is not cured within thirty (30) days after written notice to the APPLICANT (or if such default is not capable of being cured within such period, if APPLICANT has not commenced actions to cure the default within thirty (30) days after written notice to APPLICANT and thereafter diligently pursue such actions until the default is cured), APPLICANT agrees and acknowledges that CITY shall have the right to exercise one or more of the following options: :
 - a. No inspections or certification shall be approved by CITY.

- b. No Building Permit or Certificate of Occupancy shall be issued by CITY for any unit or structure developed on the Development Project.
- c. The CITY shall be entitled to place a statutory lien against the Property and foreclose the lien in satisfaction of any payments due and owing to CITY under this Agreement.
- d. The CITY shall be entitled to any other remedy at law, and CITY'S failure to seek any remedy shall not constitute a waiver of said remedy.
- **20. Assignment of Agreement** This Agreement shall run with the Development Project and be binding upon APPLICANT'S heirs, legal representatives, members, assigns, and successors in interest. If APPLICANT sells substantially all of the land comprising the Development Project, it may assign, in writing, all of its rights and obligations hereunder to the purchaser thereof only with the prior written approval of the City which approval will not be unreasonably withheld. Such assignment will be deemed approved within twenty (20) days of written notice by certified mail of the proposed assignment to the City, unless the City provides its reasonable objection in writing to APPLICANT within that time period. Upon assumption prospectively of all of the APPLICANT'S obligations hereunder, the APPLICANT shall be released automatically from all liability hereunder except for those obligations incurred prior to the sale.
- **21. Recording** This Agreement shall be recorded by CITY in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida, and may be recorded by CITY in the minutes of the Clerk of the City Council for Port St. Lucie, St. Lucie County, Florida. All preparation, review and recording fees for this Agreement shall be the responsibility of the APPLICANT.
- **22. Release of Encumbrance.** Upon satisfactory completion of the Agreement requirements, the City shall, at the expense of the APPLICANT, record any necessary documentation evidencing the termination of the encumbrance of this Agreement, including, but not limited to, a release of the encumbrance/lien. To the extent that APPLICANT constructs the Utility Facilities and completes the Agreement requirements in phases, the provisions of this paragraph shall be applied on a phase-by-phase basis to the portion of the Utility Facilities then constructed and/or completion of the Agreement requirements by APPLICANT, including, without limitation, a partial release of the encumbrance/lien on a Development Project parcel basis once the Utility Facilities required to service such Development Project parcel are constructed and the requirements of this Agreement with respect to such Utility Facilities have been satisfactorily completed, as reasonably determined by the City.
- **23. Notice** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger or courier service, by regular United States Mail with postage prepaid, or by certified mail, return receipt requested (Airmail if international), and shall be directed to the following persons and places designated by the parties:

FOR THE CITY:	FOR THE APPLICANT:
PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT 900 S.E. Ogden Lane Port St. Lucie, FL 34983 Attn: Jesus A. Merejo, Utility Systems Director	RIVERLAND DEVELOPMENT COMPANY, LLC 1600 Sawgrass Corporate Pkwy, Ste 400 Sunrise, Florida 33323 Attention: Alan Fant
With a copy to: OFFICE OF THE CITY ATTORNEY CITY OF PORT ST. LUCIE 121 S.W. Port St. Lucie Boulevard Port St. Lucie, FL 34984 Attn: Utilities Attorney	With a copy to: STEVEN M. HELFMAN, ESQ. 1600 Sawgrass Corporate Pkwy, Ste 400 Sunrise, Florida 33323

- **24. Amendment**. Any amendments to this Agreement must be in writing and executed by both parties with the same formalities as this Agreement.
- 25. Invalid Provisions In the event any term or provision of this Agreement is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.
- **26. Headings.** The headings contained in this Agreement are for convenience only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- **27. Pronouns.** In this Agreement, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, wherever it appears appropriate from the context.
- **28. Waivers.** Any waiver issued by the CITY of any provision of this Agreement shall only be effective if issued in writing by City, and shall be specific, only to the particular matter concerned, and shall not apply to any other matters. Any party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Agreement shall not be construed as a future waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth in this Agreement, or waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking at any time in the future.
- 29. Governing Law This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The parties agree that proper venue for any suit concerning this Agreement shall be St. Lucie County, Florida. The APPLICANT agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES

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ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or termination of this Agreement.

- **30. Nonwaiver of Sovereign Immunity.** Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of CITY as set forth in Section 768.28, Florida Statutes or any other provision of law.
- **31. Entire Agreement** This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto, unless otherwise stated. No additions, alterations, or variation of the terms of this Agreement shall be valid.
- **32. Authority to Sign** Each individual signing this Agreement directly and expressly warrants that he/she has been given and received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and stated herein.
- **33. Effective Date** This Agreement is not binding and is of no force and effect until fully executed by both the CITY and APPLICANT.

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IN WITNESS WHEREOF, the CITY and APPLICANT have caused Agreement to be executed on behalf of themselves and/or their respective entities, their successors and assigns, and shall run with the Property on the day and year first above written, which shall be the date the last party signs this Agreement.

AGREED TO BY APPLICANT this 29 day of August, 20/8:
RIVERLAND DEVELOPMENT COMPANY, LLC, a Florida limited liability company By: 1. P.
Name: Alan Fant Title: Vice President
Witnesses: (Two Required)
Print Name: Clayton Ratiff Print Name: Colleen Colton
Signature: Signature: Signature:
STATE OF FLORIDA) ss
COUNTY OF BROWARD) The foregoing instrument was acknowledged before me this 29 day of 400 day of 2018,
by Alan Fant as Vice Pasident
of RIVERLAND DEVELOPMENT COMPANY, LLC, a Florida limited liability company, on behalf of said company,
who is (personally known to me or () proven by producing the following identification
CAROLYN C TORRISI MY COMMISSION #FF177184 EXPIRES January 3, 2019 FloridanotaryService.com Notary Signature COOUT C. Torris Print Name of Notary

[SIGNATURES CONTINUE ON NEXT PAGE]

AGREED TO BY CITY this 5 day of Sept 2018:	
By: Print Name: Bread Macek Title: Sr. Auspfant Ut. (.t., Director)	
STATE OF FLORIDA)	
) ss COUNTY OF ST. LUCIE)	
The foregoing instrument was acknowledged before me this) is
JEANETTE THOMPSON Notary Public - State of Florida Commission # GG 037064 My Comm. Expires Oct 14, 2020 Bonded through National Notary Assn. Print Name of Notary	

JOINDER TO UTILITY INFRASTRUCTURE AGREEMENT

(Riverland – Offsite Utility Facilities)

Riverland Associates I, LLLP, a Florida limited liability limited partnership, Riverland/Kennedy II, LLC, a Florida limited liability company, and Riverland/Kennedy III, LLC, a Florida limited liability company (each a "Property Owner" and collectively, the "Property Owners"), being the owners of the real property to be developed by APPLICANT and/or one or more of its related and/or affiliated entities as the Development Project, hereby join in this Agreement for the sole purpose of consenting to same with respect to the real property owned by each respective Property Owner.

RIVERLAND ASSOCIATES I, LLLP, a Florida limited liability limited partnership

Florida limited liability limited partnership
By: Riverland I Corporation, a Florida corporation, its general partner By: V.P. Name: Alan Fant Title: Vice Pasidant
Witnesses: (Two Required)
Print Name: Clayton Ret 1:55 Print Name: College College
Signature: Clay's Rall Signature:
STATE OF FLORIDA)) ss
COUNTY OF BROWARD)
The foregoing instrument was acknowledged before me this 29 day of August, 2018, by Alan Fant as Via Parident
ds Vice (Active)
of Riverland I Corporation, a Florida corporation, the general partner of RIVERLAND ASSOCIATES I, LLLP,
Florida limited liability limited partnership, on behalf of said corporation and partnership, who is (personall
known to me or () proven by producing the following identification
CAROLYN C TORRISI MY COMMISSION #FF177184 EXPIRES January 3, 2019 (407) 386-0153 FloridaNotaryService.com Print Name of Notary
(AAL) applied 1 initializates Action (AAL)

[SIGNATURES CONTINUE ON NEXT PAGE]

Florida limited liability company
By: V. J. Name: Ala a Fact
Title: Vice President
Witnesses: (Two Required)
Print Name: 14/ton Ret 1-71 Print Name: 10/1840 Print Name: 10/1840
Signature: Signature:
STATE OF FLORIDA)) ss
COUNTY OF BROWARD)
The foregoing instrument was acknowledged before me this 29 day of August 2018,
by Alan Fant as Via President
of RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, on behalf of said company, who is ()
personally known to me or () proven by producing the following identification
CAROLYN C TORRISI MY COMMISSION #FF177184 EXPIRES January 3, 2019 Notary Signature Carolum C Torrisi
(407) 398-0153 FloridaNotaryService.com Print Name of Notary

[SIGNATURES CONTINUE ON NEXT PAGE]

RIVERLAND/KENNEDY III, LLC, a Florida limited liability company
By: V.P. Name: Alco Foot
Title: V: a Paul de nt
Witnesses: (Two Required)
Print Name: Clayton Rot 1: 51 Print Name: Collen Collen
Signature: Clay Rusp Signature:
STATE OF FLORIDA)
) ss COUNTY OF BROWARD)
The foregoing instrument was acknowledged before me this 29 day of August, 20 12,
by Akn Font as Vice President
of RIVERLAND/KENNEDY III, LLC, a Florida limited liability company, on behalf of said company, who is (
personally known to me or () proven by producing the following identification
CxC
Notary Signature
CAROLYN C TORRISI MY COMMISSION #FF177184 CAROLYN C TORRISI
EXPIRES January 3, 2019 Print Name of Notary
(407) 396-0182 Figridanotary Service.com

COMPOSITE EXHIBIT "A"

Legal Description of the City Property

[See attached **26** pages]

OR BOOK 3902 PAGE 363

SKETCH AND DESCRIPTION THIS IS NOT A SURVEY!

Sand & Hills Surveying, Inc.

DESCRIPTION: PARCEL TP-PSL-1

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT R-2, SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56 AT PAGE 18 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2671, SAID PUBLIC RECORDS; THENCE SB9'28'11"W, A DISTANCE OF 12,527.68 FEET TO THE POINT OF BEGINNING;

THENCE S45'08'49"W, A DISTANCE OF 49.49 FEET; THENCE NOO'08'18"E, ALONG THE EAST LINE OF NS#A RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2972, PAGE 802, SAID PUBLIC RECORDS FOR THE FOLLOWING TWO COURSES, A DISTANCE OF 0.56 FEET; THENCE N45'08'18"E, A DISTANCE OF 48.69 FEET; THENCE S89'50'39"E, A DISTANCE OF 0.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0004 ACRES, MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN HEREON, MEETS THOSE STANDARDS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES. THIS SKETCH AND DESCRIPTION OR COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA SURVEYOR AND MAPPER.

DATE: 1/11/16

PERRY C. WHITE

PROFESSIONAL SURVEYOR & MAPPER FLORIDA REGISTRATION NO. 4213

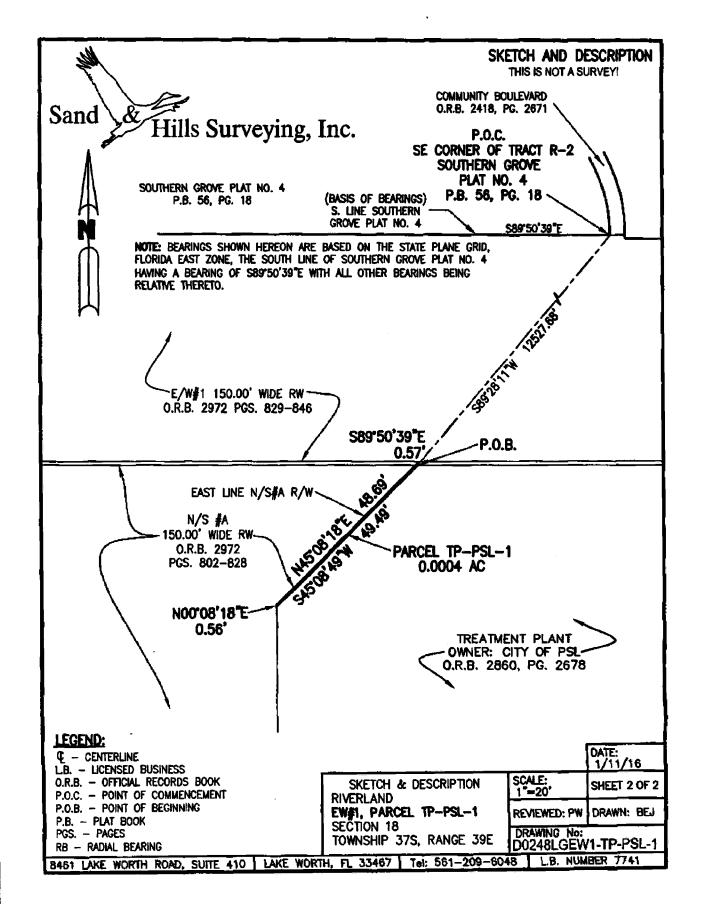
NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

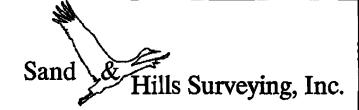
SKETCH & DESCRIPTION
RIVERLAND
EW#1, PARCEL TP-PSL-1
SECTION 18
TOWNSHIP 37S, RANGE 39E

DATE:
1/11/16 SHEET 1 OF 2
REVIEWED: PW DRAWN: BEJ

FLORIDA REGISTRATION NO. 4213 TOWNSHIP 375, KANGE 39E DO248LGEW1-TP-PSL-1
8461 LAKE WORTH ROAD, SUITE 410 LAKE WORTH, FL 33467 Tel: 561-209-6048 L.B. NUMBER 7741



SKETCH AND DESCRIPTION
THIS IS NOT A SURVEY!



DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 16, 17 AND 18, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT R-2, SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56 AT PAGE 18 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2671 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°05'34" WEST, ALONG A LINE 150.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH, THE WEST BOUNDARY LINE OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, SAID PUBLIC RECORDS, A DISTANCE OF 193.19 FEET; THENCE NORTH 44"23"44" WEST, A DISTANCE OF 49.05 FEET; THENCE NORTH 88'53'03" WEST, A DISTANCE OF 491.41 FEET; THENCE NORTH 89'50'39" WEST, A DISTANCE OF 9,122.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,000.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14'34'19", A DISTANCE OF 508.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2,150.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'19", A DISTANCE OF 546.81 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°50'39" WEST, A DISTANCE OF 148.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2,150.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14"34"19", A DISTANCE OF 546.81 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,000.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'19", A DISTANCE OF 508.66 FEET TO THE POINT OF TANGENCY;

DESCRIPTION CONTINUED ON SHEET 2 OF 5



SKETCH & DESCRIPTION
RIVERLAND
ROADWAY E/W #1
SECTIONS 16, 17 & 18,
TOWNSHIP 37S, RANGE 39E

SCALE:
NONE

SHEET 1 OF 5

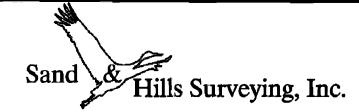
REVIEWED: PW DRAWN: DLS

DATE:
10/16/15

DRAWING No:
D0248LGEW1

8461 LAKE WORTH ROAD, SUITE 410 | LAKE WORTH, FL 33467 | Tel: 561-209-6048 | LB. NUMBER 7741

SKETCH AND DESCRIPTION
THIS IS NOT A SURVEY!



<u>DESCRIPTION:</u> (CONTINUED)

THENCE NORTH 89°50'39" WEST, A DISTANCE OF 3,947.63 FEET; THENCE SOUTH 45°05'03" WEST, A DISTANCE OF 49.56 FEET; THENCE NORTH 00°00'44" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 609 (RANGE LINE ROAD) AS SHOWN ON THAT RIGHT-OF-WAY MAP RECORDED IN PLAT BOOK 21, PAGE 10, SAID PUBLIC RECORDS, A DISTANCE OF 185.09 FEET; THENCE SOUTH 89°50'39" EAST, A DISTANCE OF 3,983.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,150.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14'34'19", A DISTANCE OF 546.81 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2,000.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14'34'19", A DISTANCE OF 508.66 FEET TO THE POINT OF TANGENCY: THENCE SOUTH 89"50"39" EAST. A DISTANCE OF 148.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2,000.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'19", A DISTANCE OF 508.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,150.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'19", A DISTANCE OF 546.81 FEET TO THE POINT OF TANGENCY AND A POINT OF INTERSECTION WITH THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE PLAT OF LAKEPARK AT TRADITION - PLAT 1, AS RECORDED IN PLAT BOOK 70 AT PAGE 35, SAID PUBLIC RECORDS; THENCE, ALONG SAID WESTERLY PROJECTION AND THE SOUTH LINE OF SAID PLAT OF LAKEPARK AT TRADITION - PLAT 1 AND ALONG THE SOUTH LINES OF TRADITIONS PLAT NO. 19 - TOWNPARK PHASE ONE, AS RECORDED IN PLAT BOOK 47, PAGE 32, SAID PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND SAID SOUTHERN GROVE PLAT NO. 4, SOUTH 89'50'39" EAST, A DISTANCE OF 9,647.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.798 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE GRID, FLORIDA EAST ZONE, THE SOUTH LINE OF SOUTHERN GROVE PLAT NO. 4 HAVING A BEARING OF S89"50"39"E WITH ALL OTHER BEARINGS BEING RELATIVE THERETO.

SHOWN HEREON.

RIVERLAND

ROADWAY E/W #1

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN HEREON, MEETS THOSE STANDARDS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES. THIS SKETCH AND DESCRIPTION OR COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA SURVEYOR AND MAPPER.

__DATE:_10/16/15

PERRY C. WHITE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4213

REV.: 08/24/17

SECTIONS 16, 17 & 18, TOWNSHIP 37S, RANGE 39E

SKETCH & DESCRIPTION

RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

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

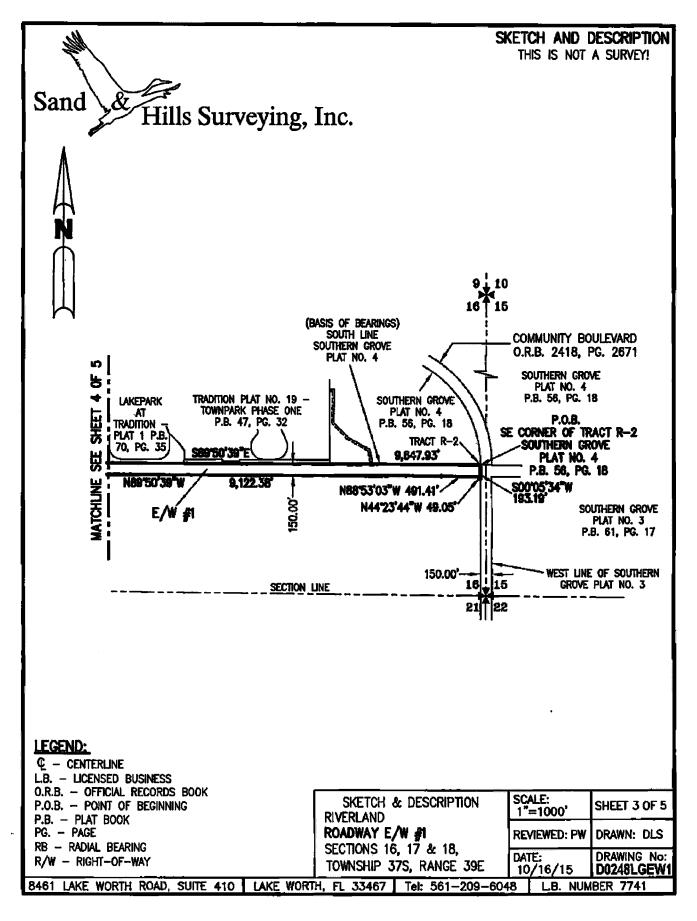
SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION

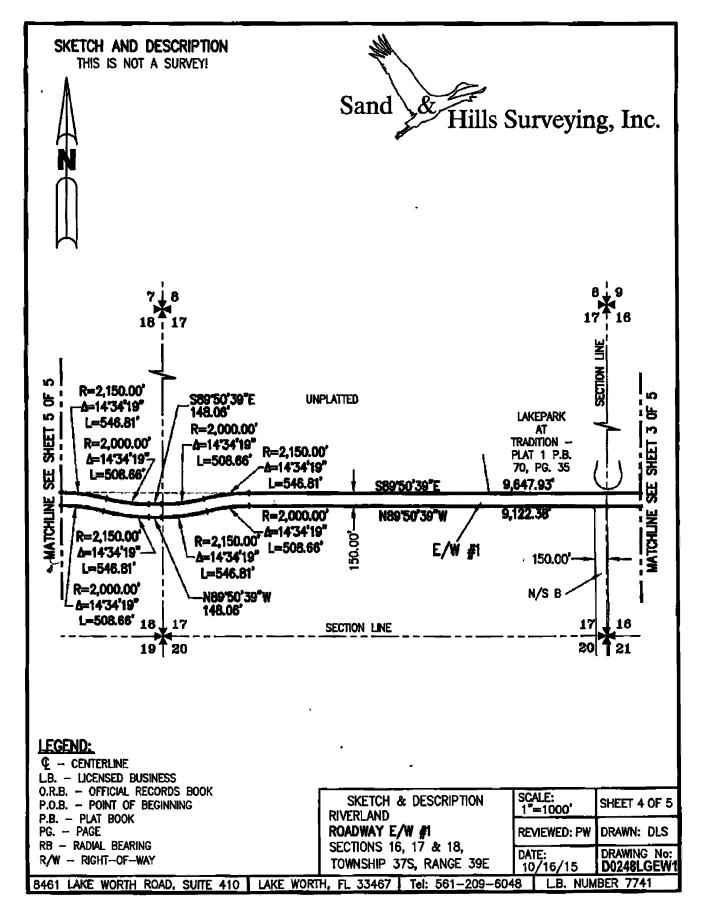
NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS.

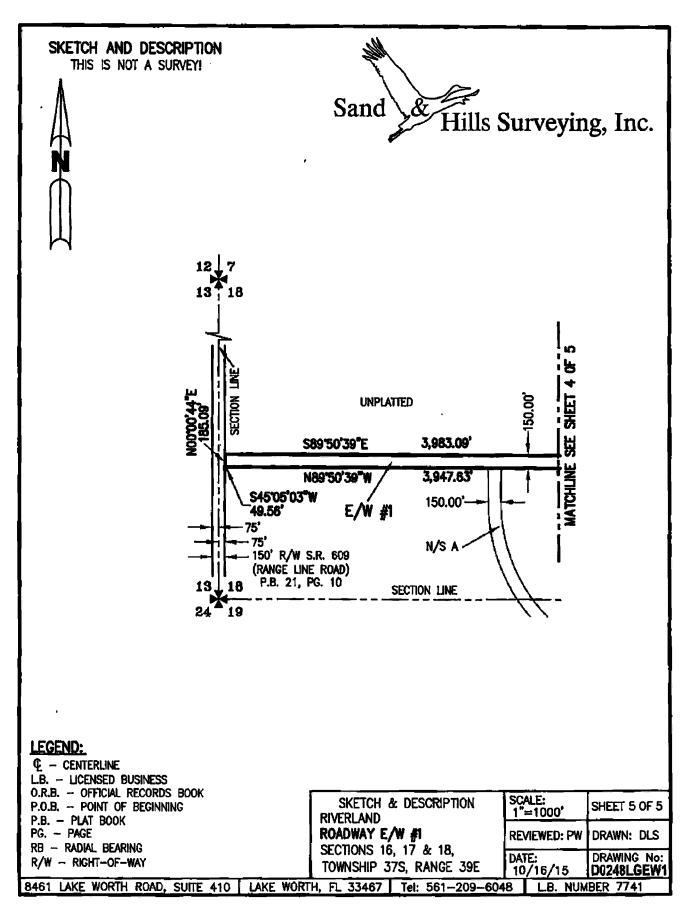
SCALE: SHEET 2 OF 5
REVIEWED: PW DRAWN: DLS

DATE: DRAWING No: 10/16/15 D0248LGEW1

8461 LAKE WORTH ROAD, SUITE 410 LAKE WORTH, FL 33467 Tel: 561-209-6048 L.B. NUMBER 7741







OR BOOK 2899 PAGE 2944

ARCADIS LNW

Lawson, Noble & Webb, Inc.

· PLANNERS · SURVEYORS 590 NW Peacock Blvd. Suite 9 Port St Lucie FL 34986

(7721878-1700 - tax (772) 878-1802 · Web www line con

West Palm Beach . Port St. Lucie Orlando · Vero Beach EB 9432 / LB 0074



DESCRIPTION TO ACCOMPANY SKETCH

DESCRIPTION: PROPOSED E/W 1 RIGHT-OF-WAY (SOUTHERN GROVE PORTION)

BEING A PORTION OF LAND LYING IN SECTION 15 TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE GENTERLINE OF TRADITION PARKWAY (TRACT R-3) WITH THE EAST LINE OF SAID TRADITION PARKWAY AS SHOWN ON THE PLAT OF TRADITION PLAT NO. 6, RECORDED IN PLAT BOOK 42, PAGES 5, 5A THRU 5F, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 89"57"05" WEST AS A BASIS OF BEARINGS ALONG SAID CENTERLINE, A DISTANCE OF 2815.58 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COMMUNITY BOULEVARD (TRACT R-3) AS SHOWN ON SAID TRADITION PLAT NO. 6, THENCE SOUTH 00"02"55" EAST DEPARTING SAID CENTERLINE, A DISTANCE OF 300.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID TRADITION PARKWAY; THENCE TRAVERSING THE CENTERLINE OF PROPOSED COMMUNITY BOULEVARD BY THE FOLLOWING FIVE (5) COURSES:

- 1. CONTINUE SOUTH 00°02'55" EAST DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 419.18 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1582.00 FEET;
 2. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 60°54'06", AN ARC DISTANCE OF 1681.56 FEET TO A POINT OF TANGENCY WITH A LINE;
 3. SOUTH 60°87'01" EAST ALONG SAID LINE, A DISTANCE OF 437.56 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1560.00 FEET;
 4. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 61°02'55", AN ARC DISTANCE OF 1662.03 FEET TO A POINT OF TANGENCY WITH/A LINE POINT (A" FOR FUTURE REFERENCE);
 5. SOUTH 00°05'34" EAST ALONG SAID LINE, A DISTANCE OF 13.54 FEET;

THENCE SOUTH 89°57'32" EAST DEPARTING SAID CENTERLINE, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING OF SAID PROPOSED E/W 1 RIGHT-OF-WAY; THENCE CONTINUE SOUTH 89°57'32" EAST, A DISTANCE OF 681.02 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1925.00 FEET. THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 05°17'10", AN ARC DISTANCE OF 177.60 FEET TO A POINT OF NON RADIAL INTERSECTION WITH THE NORTH/LINE OF THE SOUTHERN GROVES PARCEL (EXHIBIT "B") RECORDED IN OFFICIAL RECORDS 600K-1536, PAGE 1703, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA (THE RADIUS POINT OF SAID CURVE BEARS NORTH 05°14'43" WEST FROM THIS POINT); THENCE SOUTH 89°50'39" EAST ALONG SAID NORTH LINE, A DISTANCE OF 433.74 FEET; THENCE SOUTH 11"42"39" EAST DEPARTING SAID NORTH LINE, A DISTANCE OF 62.63 FEET TO THE POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2075.00 FEET (THE RADIUS POINT OF SAID CURVE BEARS NORTH 17"27"20" WEST FROM THIS POINT); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 17"29"48", AN ARC DISTANCE OF 633.65 FEET TO A POINT OF TANGENCY WITH LINE; THENCE NORTH 89"57"32" WEST ALONG SAID LINE, A DISTANCE OF 681.16 FEET; THENCE NORTH 00"05"34" EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.121 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.

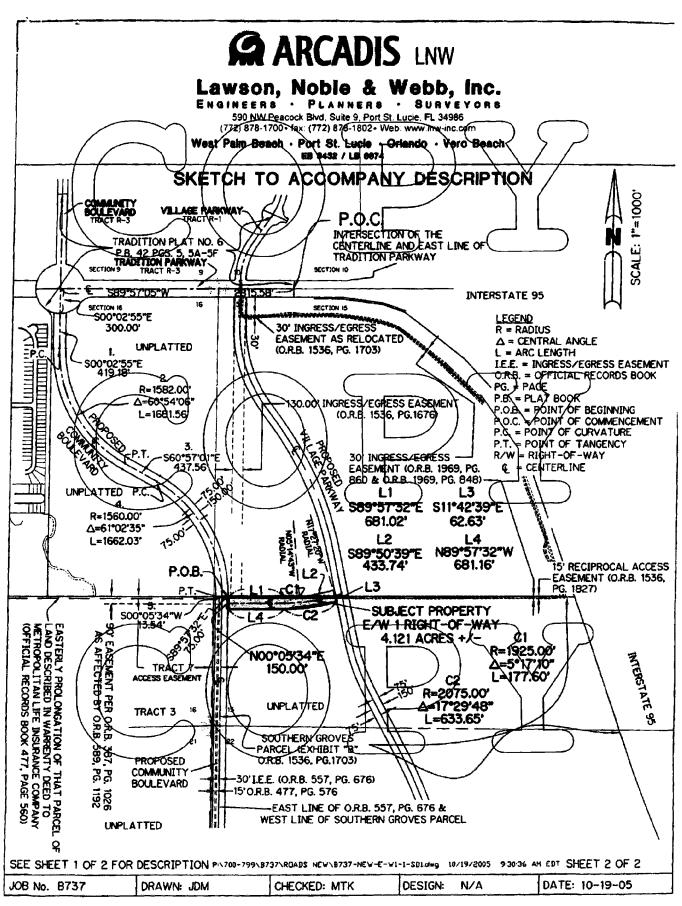


JULIAN D. MORRIS, PROFESSIONAL'SURVEYOR AND MAPPER, FLORIDA REGISTRATION NO. 4731 DATE OF SIGNATURE

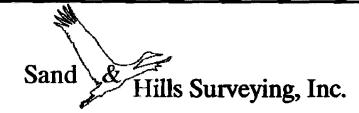
SEE SHEET 2 OF 2 FOR SKETCH

A PROPERTY. PA700-799\8737\RDABS MEV\8737-NEV-E-VI-1-SB1dwg 10/19/2009 930/36 AM EDI SHEET 1 OF 2

DESIGN: N/A DATE: 10-19-05 JOB No. B737 DRAWN: JDM CHECKED: MTK



SKETCH AND DESCRIPTION THIS IS NOT A SURVEY!



DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 18 AND 19, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AT THE SOUTHEAST CORNER OF TRACT R-2, SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56 AT PAGE 18 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THENCE, ALONG THE SOUTH LINE OF SAID SOUTHERN GROVE PLAT NO. 4 AND TRADITION PLAT NO. 19 — TOWNPARK PHASE ONE, AS RECORDED IN PLAT BOOK 47, PAGE 18, SAID PUBLIC RECORDS AND LAKEPARK AT TRADITION — PLAT 1, AS RECORDED IN PLAT BOOK 70 AT PAGE 35 SAID PUBLIC RECORDS, AND ALONG THE WESTERLY PROJECTION THEREOF, NORTH 89°50'39" WEST, A DISTANCE OF 12,526.78 FEET; THENCE, DEPARTING SAID SOUTH LINE. SOUTH 00°09'21" WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 45'08'49" WEST, A DISTANCE OF 49.51 FEET; THENCE SOUTH 00'08'18" WEST, A DISTANCE OF 361.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1,925.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°52'48", A DISTANCE OF 1474.26 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 43°44'30" EAST, A DISTANCE OF 772.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 2,080.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°55'24", A DISTANCE OF 1,594.55 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°10'54" WEST, A DISTANCE OF 3,073.71 FEET; THENCE SOUTH 44"49"06" EAST, A DISTANCE OF 49.45 FEET; THENCE NORTH 89'52'25" WEST, A DISTANCE OF 220.00 FEET; THENCE NORTH 45'10'54" EAST, A DISTANCE OF 49.55 FEET; THENCE NORTH 00°10'54" EAST. A DISTANCE OF 3.073.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,930.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43'55'24", A DISTANCE OF 1,479.55 FEET TO THE POINT OF TANGENCY; THENCE NORTH 43'44'30" WEST, A DISTANCE OF 772.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2075.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°52'48", A DISTANCE OF 1,589.14 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00'08'18" EAST, A DISTANCE OF 362.01 FEET; THENCE NORTH 44'51'11" WEST, A DISTANCE OF 49.49 FEET; THENCE, SOUTH 89'50'39" EAST, A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.355 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE GRID, FLORIDA EAST ZONE, THE SOUTH LINE OF SOUTHERN GROVE PLAT NO. 4 HAVING A BEARING OF \$89'50'39"E WITH ALL OTHER BEARINGS BEING RELATIVE THERETO.

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN HEREON, MEETS THOSE STANDARDS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES. THIS SKETCH AND DESCRIPTION OR COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA SURVEYOR AND MAPPER.

Mouth

DATE: 10/16/15

PERRY C. WHITE REV: 11/13/15

PROFESSIONAL SURVEYOR & MAPPER FLORIDA REGISTRATION NO. 4213

SKETCH & DESCRIPTION

RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

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

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS,

RIVERLAND
ROADWAY N/S A
SECTIONS 18 & 19

SHOWN HEREON.

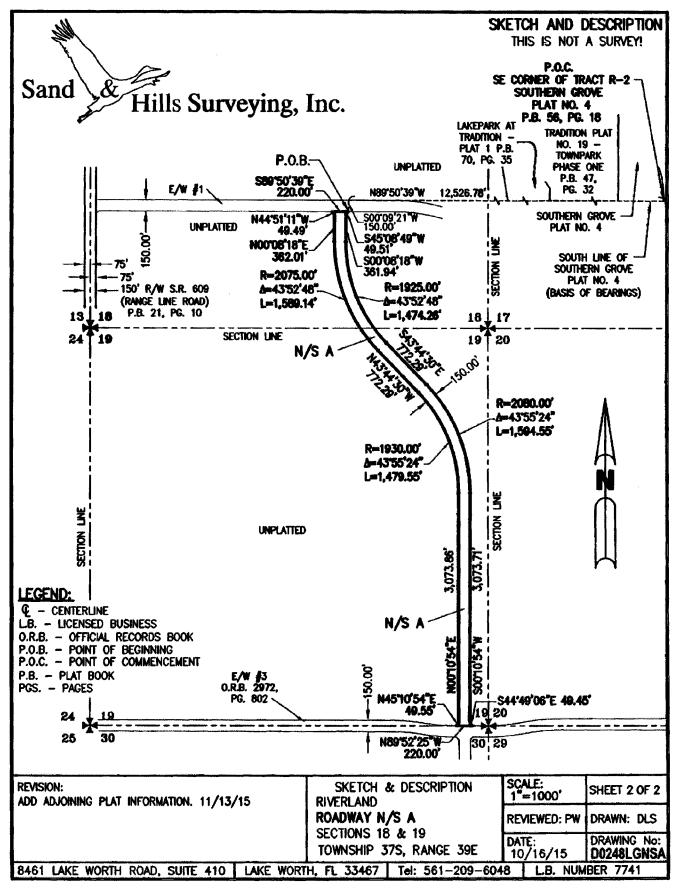
TOWNSHIP 37S, RANGE 39E

SCALE: NONE SHEET 1 OF 2

REVIEWED: PW DRAWN: DLS

DATE: DRAWING No: D0248LGNSA

8461 LAKE WORTH ROAD, SUITE 410 | LAKE WORTH, FL 33467 | Tel: 561-209-6048 | <u>L.B.</u> NUMBER 7741



SKETCH AND DESCRIPTION THIS IS NOT A SURVEY!



DESCRIPTION:

N/S C (1) A PARCEL OF LAND LYING IN SECTIONS 15 & 16, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE SOUTHEAST CORNER OF TRACT R-2, SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56 AT PAGE 18 of the public records of St. Lucie County, Florida, said point also being on the West Right—of—way line of COMMUNITY BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2671 OF THE PUBLIC RECORDS OF ST, LUCIE COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF SAID COMMUNITY BOULEVARD RIGHT-OF-WAY, SOUTH 89'50'39" EAST, A distance of 75.00 feet; thence south 00'05'34" west, along a line 75.00 feet westerly of (as measured at right ANGLES) AND PARALLEL WITH, THE WEST BOUNDARY LINE OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, SAID PUBLIC RECORDS, A DISTANCE OF 1330.29 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2,065.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 89'54'26" WEST; THENCE, DEPARTING SAID PARALLEL LINE, NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10'44'31", A DISTANCE OF 387.15 FEET TO THE POINT of reverse curvature of a curve concave to the northeast having a radius of 2,215.00 feet; thence northerly along the ARC of Said curve through a central angle of 10°44'31", a distance of 415.27 feet to the point of Tangency; thence north 00°05'34" east along a line 150.00 feet westerly of (as measured at right angles) and PARALLEL WITH, SAID WEST BOUNDARY LINE OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, SAID PUBLIC RECORDS, A DISTANCE OF 532.64 FEET TO POINT OF BEGINNING.

CONTAINING 1.612 ACRES MORE OR LESS.

N/S C (2)

A PARCEL OF LAND LYING IN SECTIONS 21 & 22, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT R-2, SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56 AT PAGE 18 of the public records of St. Lucie county, florida, said point also being on the west right—of—way line of COMMUNITY BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2671 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE, SOUTH 00'05'34" WEST ALONG A LINE 150.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH, THE WEST BOUNDARY LINE OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, SAID PUBLIC RECORDS, A DISTANCE OF 4,710.33 FEET; THENCE, DEPARTING SAID PARALLEL LINE, SOUTH 89'54'26" EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 00'05'34" WEST ALONG A LINE 75.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH, said west boundary line of southern grove plat no. 3, as recorded in plat book 61, page 17, said public records, A DISTANCE OF 1,724.56 FEET; THENCE NORTH 89'54'26" WEST, A DISTANCE OF 3.59 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2,065.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 86'42'45" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7'21'42", A DISTANCE OF 265.32 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2,215.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10"44"31", A DISTANCE OF 415.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00'05'34" EAST ALONG A LINE 150.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH, SAID WEST BOUNDARY LINE OF SOUTHERN GROVE PLAT NO. 3, A DISTANCE OF 250.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2,215.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10'44'31", A DISTANCE OF 415.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2,065.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10'44'31", A DISTANCE OF 387.15 FEET TO POINT OF BEGINNING.

CONTAINING 1.818 ACRES MORE OR LESS.

DESCRIPTION CONTINUED ON SHEET 2

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN HEREON, MEETS THOSE STANDARDS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES. THIS SKETCH AND DESCRIPTION OR COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA SURVEYOR AND MAPPER. 5. 25

DATE: 10/21/15

REV: 11/13/15 PERRY C. WHITE PROFESSIONAL SURVEYOR & MAPPER FLORIDA REGISTRATION NO. 4213

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 RESTRICTIONS, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

SKETCH & DESCRIPTION RIVERLAND	SCALE: NONE	SHEET 1 OF 4	
ROADWAY N/S C (COMMUNITY BLVD.) SECTIONS 15,16,21,22,27,28,33 & 34, TOWNSHIP 37S, RANGE 39E	REVIEWED: PW	DRAWN: DLS	
		DRAWING No: D0248LGNSC	

8461 LAKE WORTH ROAD, SUITE 410 | LAKE WORTH, FL 33467 | Tel: 561-209-6048 | L.B. NUMBER 7741

SKETCH AND DESCRIPTION THIS IS NOT A SURVEY!



DESCRIPTION: CONTINUED:

N/S C (3)

A PARCEL OF LAND LYING IN SECTIONS 27 & 28, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT R-2, SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56 AT PAGE 18 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2671 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00'05'34" WEST ALONG A LINE 150.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH, THE WEST BOUNDARY LINE OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, SAID PUBLIC RECORDS, A DISTANCE OF 9,837.82 FEET; THENCE SOUTH 89'54'26" EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 00'05'34" WEST ALONG A LINE 75.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH, SAID WEST BOUNDARY LINE OF SOUTHERN GROVE PLAT NO. 3, A DISTANCE OF 2,392.01 FEET TO THE POINT OF CUSP OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2065.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 89'54'26" WEST; THENCE, DEPARTING SAID PARALLEL LINE, NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10'44'31", A DISTANCE OF 387.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2,215.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10'44'31", A DISTANCE OF 415.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00'05'34" EAST ALONG A LINE 150.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH, SAID WEST BOUNDARY LINE OF SOUTHERN GROVE PLAT NO. 3, A DISTANCE OF 796.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2,215.00 FEET; THENCE, DEPARTING SAID PARALLEL LINE, NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10'44'31", A DISTANCE OF 415.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2,064.99 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10'44'31", A DISTANCE OF 387.15 FEET TO POINT OF BEGINNING.

CONTAINING 2.761 ACRES MORE OR LESS.

N/S C (4)

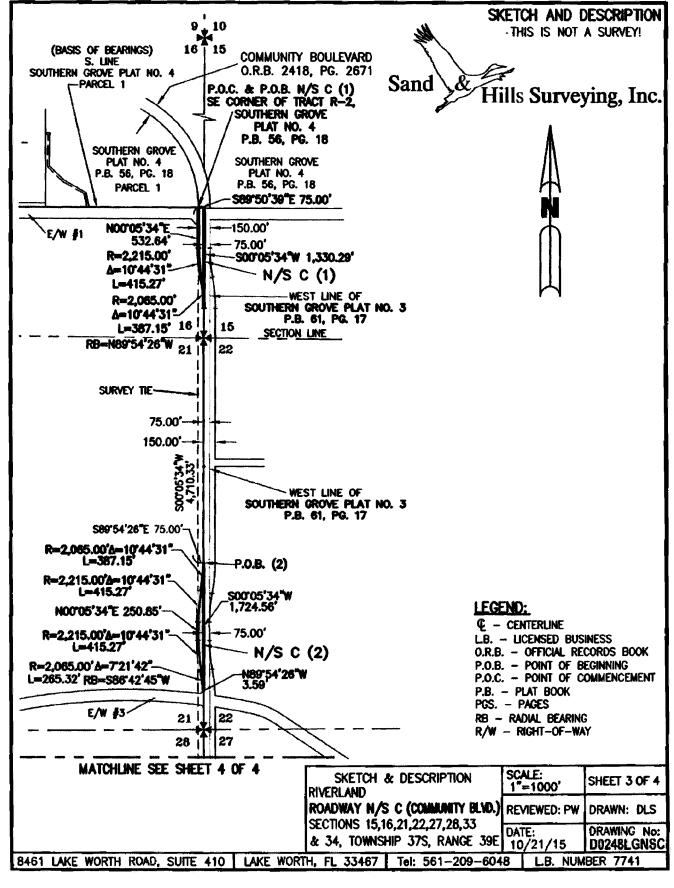
A PARCEL OF LAND LYING IN SECTIONS 33 & 34, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

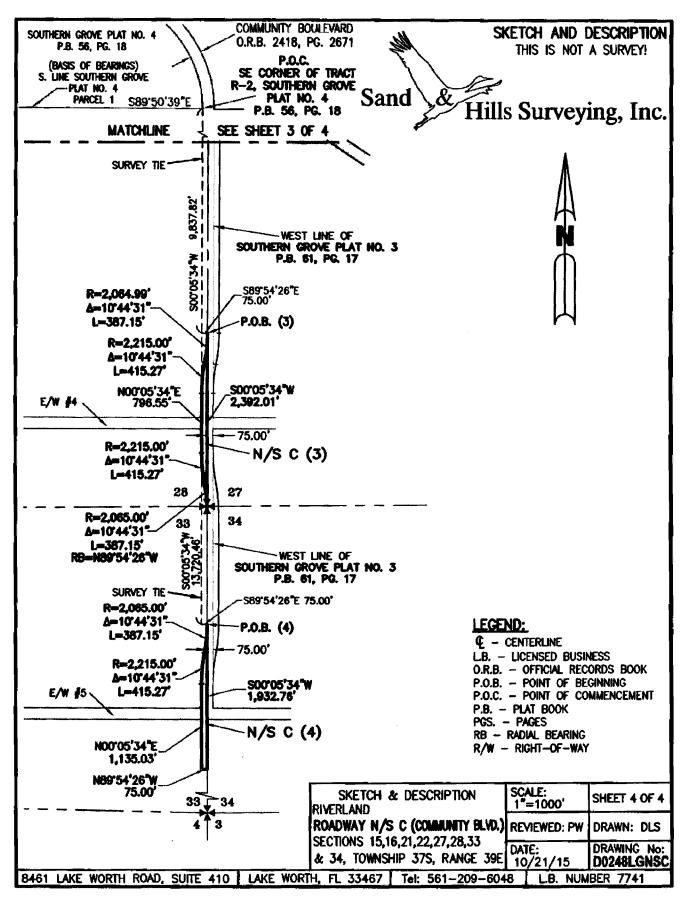
COMMENCING AT THE SOUTHEAST CORNER OF TRACT R-2, SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56 AT PAGE 18 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2671 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00'05'34" WEST ALONG A LINE 150.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH, THE WEST BOUNDARY LINE OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, SAID PUBLIC RECORDS, A DISTANCE OF 13,720.46 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 89'54'26" EAST, A DISTANCE OF 75.00 FEET THE POINT OF BEGINNING:

THENCE SOUTH 00'05'34" WEST ALONG A LINE 75.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH, SAID WEST BOUNDARY LINE OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, SAID PUBLIC RECORDS, A DISTANCE OF 1,932.76 FEET; THENCE, DEPARTING SAID PARALLEL LINE, NORTH 89'54'26" WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 00'05'34" EAST ALONG A LINE 150.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH, SAID WEST BOUNDARY LINE OF SOUTHERN GROVE PLAT NO. 3, A DISTANCE OF 1,135.03 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2,215.00 FEET; THENCE, DEPARTING SAID PARALLEL LINE, NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10'44'31", A DISTANCE OF 415.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2,085.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10'44'31", A DISTANCE OF 387.15 FEET TO POINT OF BEGINNING.

CONTAINING 2.649 ACRES MORE OR LESS.

REVISIONS:	SKETCH & DESCRIPTION	SCALE:	SHEET 2 OF 4
11/13/2015 REVISED DECIMAL POINT IN ACREAGE -	RIVERLAND	NONE	
NVS C(2)	ROADWAY N/S C (COMMUNITY BLVD.)	REVIEWED: PW	DRAWN: DLS
	SECTIONS 15,16,21,22,27,28,33	DATE:	DRAWING No:
	& 34, TOWNSHIP 375, RANGE 39E	10/21/15	D0248LGNSC
8461 LAKE WORTH ROAD, SUITE 410 LAKE WORT	H, FL 33467 Tel: 561-209-604	B L.B. NUM	IBER 7741





OR BOOK 2899 PAGE 2940

ARCADIS LNW

Lawson, Noble & Webb, Inc.

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DESCRIPTION TO ACCOMPANY SKETCH

DESCRIPTION: PROPOSED COMMUNITY BOULEVARD (SOUTHERN GROVES PORTION)

BEING A 75 FOOT WIDE STRIR OF LAND LYING IN A PORTION OF SECTIONS 15, 22, 27, AND 34, TOWNSHIR 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA LYING 75.00 FEET LAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE FOLLOWING DESCRIBED LINE, SAID LINE ALSO BEING THE WEST LINE OF THE SOUTHERN GROVES PARCEL (EXHIBIT "B"), RECORDED IN OFFICIAL RECORDS BOOK 1536, PAGE 1703:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF TRADITION PARKWAY (TRACT R-3) WITH THE EAST LINE OF SAID TRADITION PARKWAY AS SHOWN ON THE PLAT OF TRADITION PLAT NO. 6, RECORDED IN PLAT BOOK 42, PAGES 5, 5A THRU 5F, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 89°57'05" WEST AS A BASIS OF BEARINGS ALONG SAID CENTERLINE, A DISTANCE OF 2815.58 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COMMUNITY BOULEVARD (TRACT R-3) AS SHOWN ON SAID TRADITION PLAT NO. 6; THENCE SOUTH 00°02'55" EAST DEPARTING SAID-GENTERLINE, A DISTANCE OF 300.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID TRADITION PARKWAY; THENCE SOUTH 00°02'55" WEST DEPARTING SAID SOUTH RIGHT-OF WAY LINE, A DISTANCE OF 419 18 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST AND CHARMING A RADIUS OF 158200 FEET; THENCE SOUTH ASSETTING A RADIUS OF 158200 FEET; THENCE SOUTH 1581 FEET TO A POINT OF THE NORTHEAST AND CENTRAL OF 158200 FEET; THENCE SOUTH 1581 FEET TO THE NORTHEAST AND CENTRAL OF 158200 FEET; THENCE SOUTH 1581 FEET TO THE NORTHEAST AND CENTRAL OF 158200 FEET; THE NORTHEAST AND CEN ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 60°54'06", AN ARC DISTANCE OF 1681.56 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 60"57"01" EAST ALONG SAID LINE, A DISTANCE OF 437.56 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1560.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 61°02'35", AN ARC DISTANCE OF 1662.03 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 00°05'34" WEST ALONG SAID LINE, A DISTANCE OF 3.48 FEET TO THE NORTHWEST CORNER OF SAID SOUTHERN GROVES PARCEL AND TO THE POINT OF BEGINNING OF SAID 75.00 FOOT WIDE STRIP OF LAND: THENCE CONTINUE SOUTH 00°05'34" WEST ALONG SAID WEST LINE, A DISTANCE OF 14.843.13 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF PROPOSED BECKER ROAD AND TO THE POINT OF TERMINATION OF SAID WESTERLY LINE OF THE 75.00 FOOT WIDE STRIP OF LAND.

SAID STRIP OF L<u>AND</u> BEING BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID SOUTHERN GROVES PARCEL WHICH BEARS WORTH 89°50'39" WEST AND BOUNDED ON THE SOU(TH BY THE NORTH RIGHT-OF-WAY LINE OF SAID PROPOSED BECKER ROAD-WHICH BEARS NORTH 8957'24" WEST.

CONTAINING/25.556 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 af 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.



AND MAPPER, FLORIDA REGISTRATION NO. 4731

9-10-07 DATE OF SIGNATURE

SEE SHEET 2 THRU 4 OF 4 FOR SKETCH GLAPTO JECTS \700-799\B/37\ROADS NEV\B737-COM BLVD-2-SDLDVG 8/29/2007 100158 AM EBI

SHEET 1 OF 4

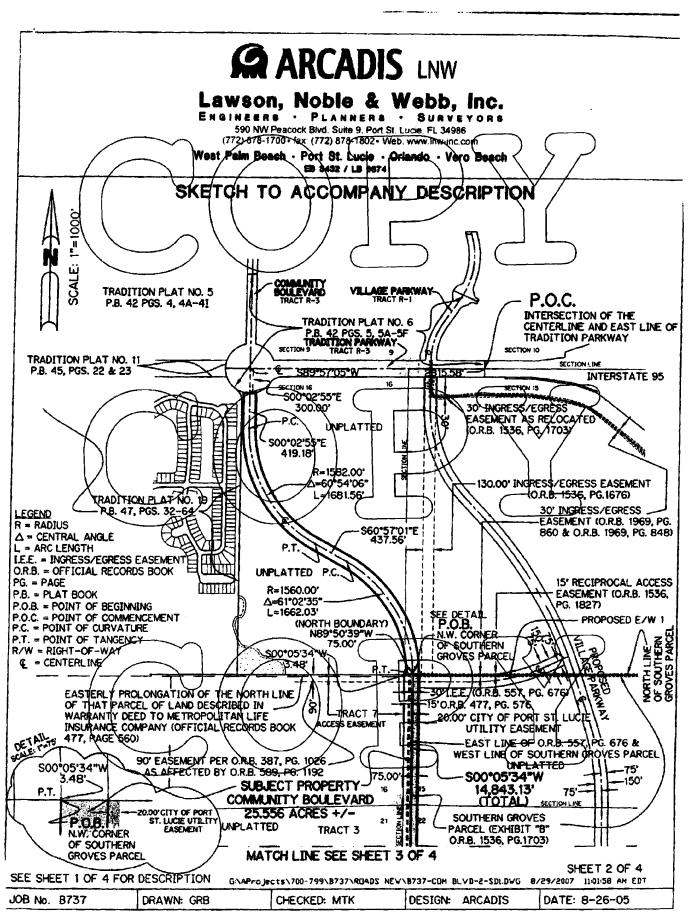
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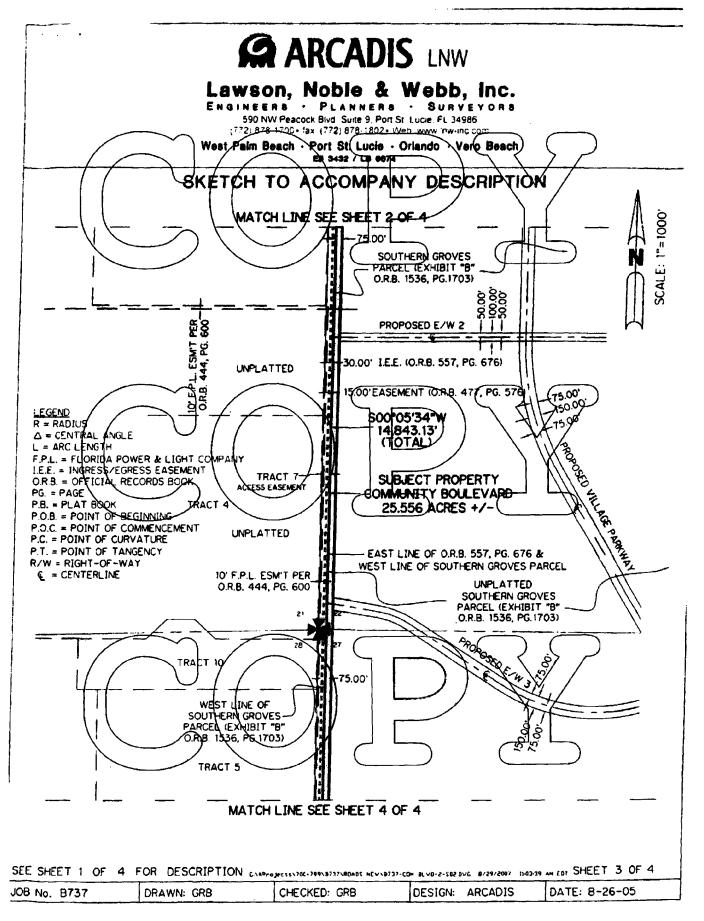
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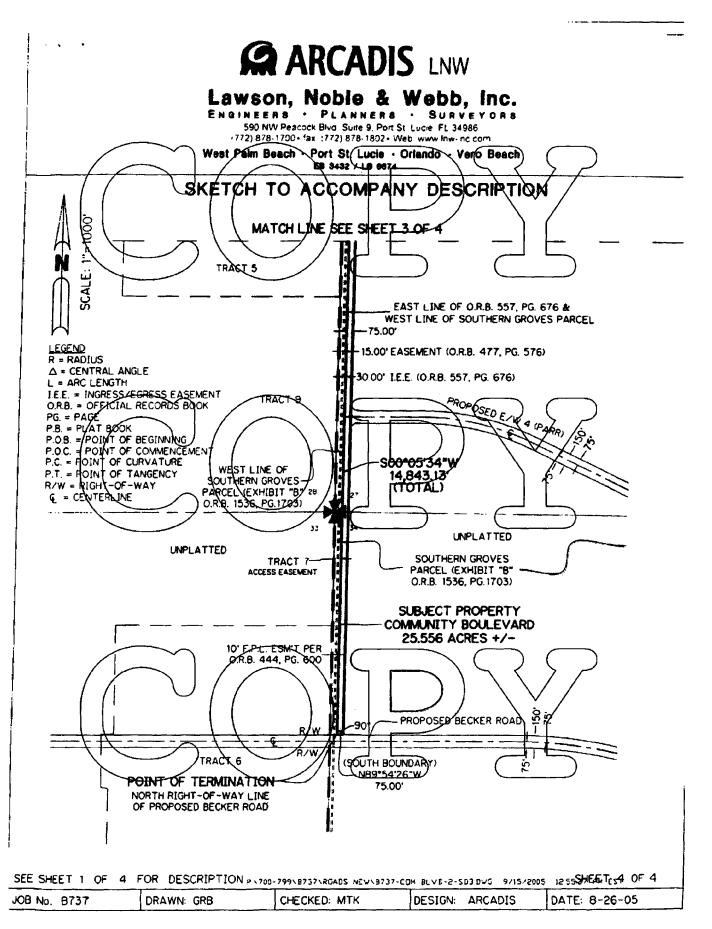
CHECKED: MTK

DESIGN: ARCADIS

DATE: 8-26-05







LEGAL DESCRIPTION

A parcel of land lying in Sections 15 and 22, Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Parcel 1

Commence at the Northeast corner land described in Official Records Book 557, Page 676, of the Public Records, of St. Lucie County, Florida; thence South 89'50'39" East, a distance of 75.00 feet; thence South 00°05'34" West, a distance of 532.49 feet to the POINT OF BEGINNING of the following described parcel;

And to a point of curve to the left having a rodius of 2,065.00 feet, a central angle of 10°44'31"; thence southerly along the arc a distance of 387.15 feet to a point of reverse curve to the right having a radius of 2,215.00 feet and a central angle of 10°44'31"; thence southerly along the arc, a distance of 415.27 feet; thence South 00°05'34" West, a distance of 2,003.81 feet; thence South 90°00'00" West, a distance of 75.00 feet, to a point hereinafter known as Point A; thence North 00°05'34" East, a distance of 2801.66 feet to the POINT OF BEGINNING:

Containing 4.145 acres, more or less.

Together With; Parcel 2

A parcel of land lying in Section 22, Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at aforementioned Point A; thence South 00°05'34" West, a distance of 100.00 feet to the POINT OF BEGINNING of the following described parcel;

Thence North 90°00'00" East, a distance of 75.00 feet; thence South 00°05'34" West, a distance of 1,276.15 feet to a point of curve to the right having a radius of 2,215.00 feet, a central angle of 10°44'31"; thence southerly along the arc a distance of 415.27 feet to a point of reverse curve to the left having a radius of 2,065.00 feet and a central angle of 10°44'31"; thence southerly along the arc, a distance of 387.15 feet, to a point hereinafter known as Point B; thence North 00°05'34" East, a distance of 2073,76 feet to the POINT OF **BEGINNING**;

Containing 2.892 acres, more or less.

Together With; Parcel 3 A parcel of land lying in Section 22, Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at aforementioned Point B; thence South 00°05'34" West, a distance of 250.85 feet to the POINT OF BEGINNING of the following described parcel;

And to a point of curve to the left having a radius of 2,065.00 feet, a central angle of 10°44'31"; thence southerly along the arc a distance of 387.15 feet to a point of reverse curve to the right having a radius of 2,215.00 feet and a central angle of 09°11'24"; thence southerly along the arc, a distance of 355.27 feet to the intersection with a non tangent curve concave to the south, having a radius of 8,076.97 feet, the chord of which bears North 82"04'34" West, 74.89 feet; thence westerly along the arc of said curve, a distance of 74.89 feet through a central angle of 00°31'52", to a point hereinafter known as Point C; thence North 00'05'34" East, a distance of 727.53 feet to the POINT OF BEGINNING.

Containing 0.583 acres, more or less. (Continued on Page 2)

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 & Mapper Florida Certificate No. 3864

Date

REVISION: PSL COMMENTS GLM 9-18-15 Sheet 1 of 7 Not valid without sheets 2, 3, 4, 5, 6 & 7 of 7

DESCRIPTION

COMMUNITY BOULEVARD REALIGNMENT

File: 08-260wa62 s&d realign.dwg Date: 5-10-2012

Checked: MTK Tech: GLM



CULPEPPER & TERPENING, INC

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

LEGAL DESCRIPTION

(Continued from Page 1)

Together With; Parcel 4

A parcel of land lying in Sections 22 and 27, Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at aforementioned Point C; thence South 00°05'34" West, a distance of 151.34 feet to the POINT OF BEGINNING of the following described parcel;

And to an intersection with a non tangent curve concave to the south, having a radius of 7,926.97 feet, the chord of which bears South 81°55'27" East, 75.73 feet; thence easterly along the arc of said curve, a distance of 75.73 feet through a central angle of 00°32'51"; thence South 00°05'34" West, a distance of 3,189.52 feet to a point of curve to the right having a radius of 2,215.00 feet, a central angle of 10°44'31"; thence southerly along the arc a distance of 415.27 feet to a point of reverse curve to the left having a radius of 2,065.00 feet and a central angle of 10°44'31"; thence southerly along the arc, a distance of 387.15 feet, to a point hereinafter known as Point D; thence North 00°05'34" East, a distance of 3997.77 feet to the POINT OF BEGINNING.

Containing 6.196 acres, more or less.

Together With; Parcel 5

A parcel of land lying in Sections 27 and 34, Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at aforementioned Point D; thence South 00°05'34" West, a distance of 796.55 feet to the POINT OF BEGINNING of the following described parcel;

And to a point of curve to the left having a radius of 2,065.00 feet, a central angle of 10'44'31"; thence southerly along the arc a distance of 387.15 feet to a point of reverse curve to the right having a radius of 2,215.00 feet, and a central angle of 10'44'31"; thence southerly along the arc, a distance of 415.27 feet; thence South 00'05'34" West, a distance of 1,490.63 feet to a point of curve to the right having a radius of 2,215.00 feet, a central angle of 10'44'31"; thence southerly along the arc a distance of 415.27 feet to a point of reverse curve to the left having a radius of 2,065.00 feet and a central angle of 10'44'31"; thence southerly along the arc, a distance of 387.15 feet, to a point hereinafter known as Point E; thence North 00'05'34" East, a distance of 3086.09 feet to the POINT OF BEGINNING.

Containing 3.956 acres, more or less.

Together With; Parcel 6

A parcel of land lying in Section 34, Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at aforementioned Point E; thence South 00°05'34" West, a distance of 325.00 feet; thence North 89'54'26" West, a distance of 75.00 feet; thence South 00°05'34" West, a distance of 150.00 feet to the POINT OF BEGINNING of the following described parcel;

Thence South 89'54'26" East, a distance of 75.00 feet; thence South 00'05'34" West, a distance of 660.00 feet; thence North 89'54'26" West, a distance of 75.00 feet; thence North 00'05'34" East, a distance of 660.00 feet to the POINT OF BEGINNING

Containing 1.136 acres, more or less..

Sheet 2 of 7

DESCRIPTION

COMMUNITY BOULEVARD REALIGNMENT

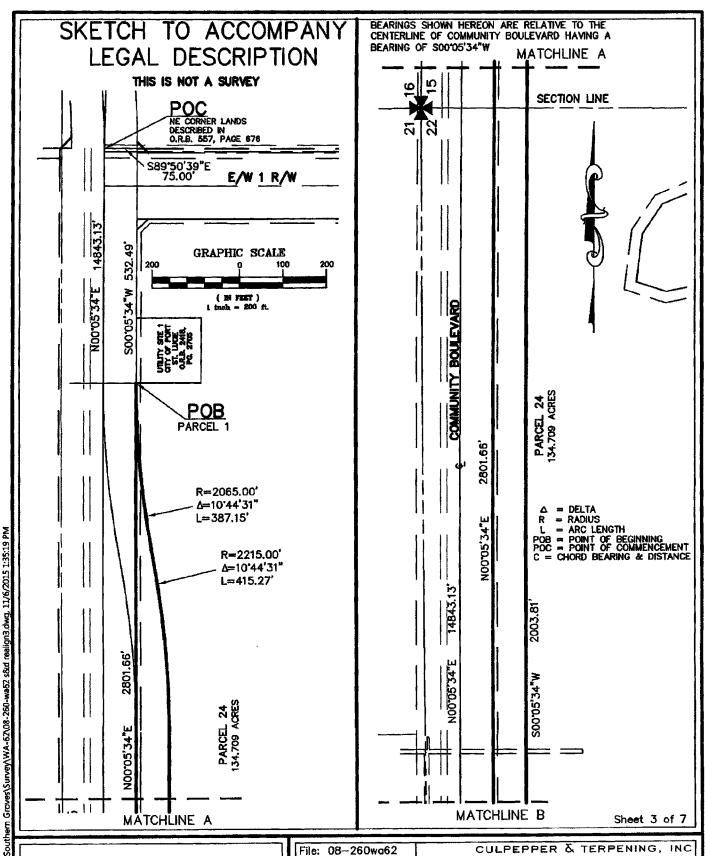
File: 08-260wa62 s&d realign.dwg Date: 5-10-2012

Checked: MTK Tech: GLM



CULPEPPER & TERPENING, INC

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



COMMUNITY BOULEVARD REALIGNMENT

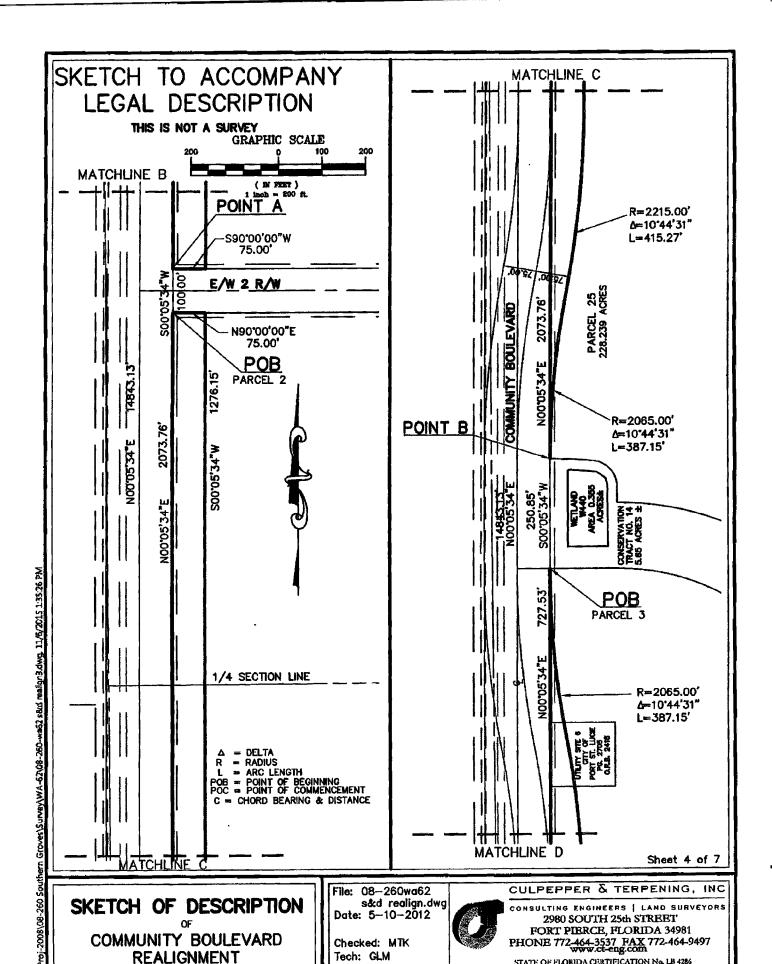
s&d realign.dwg Date: 5-10-2012

Checked: MTK Tech: GLM

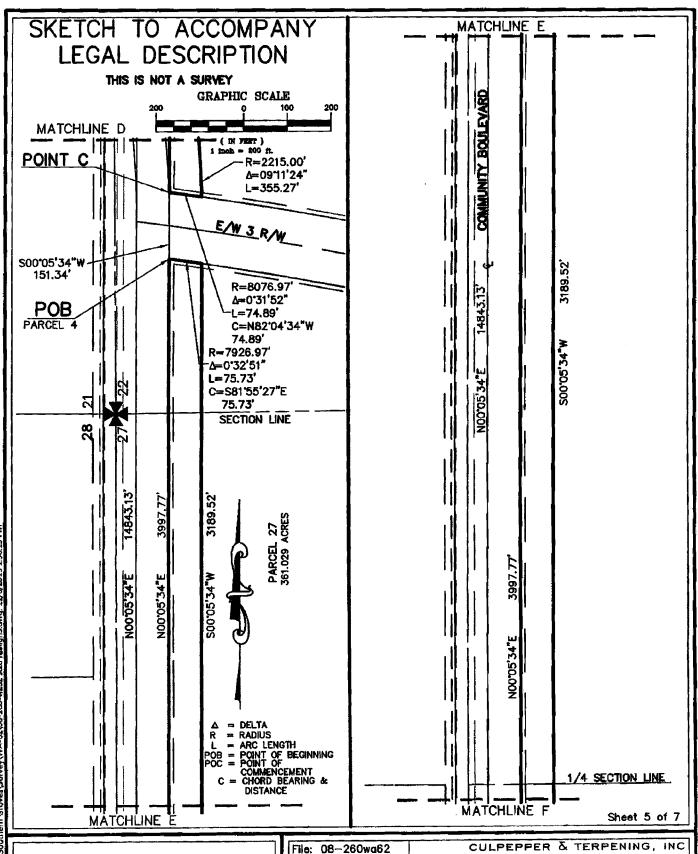


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Page 41 of 54



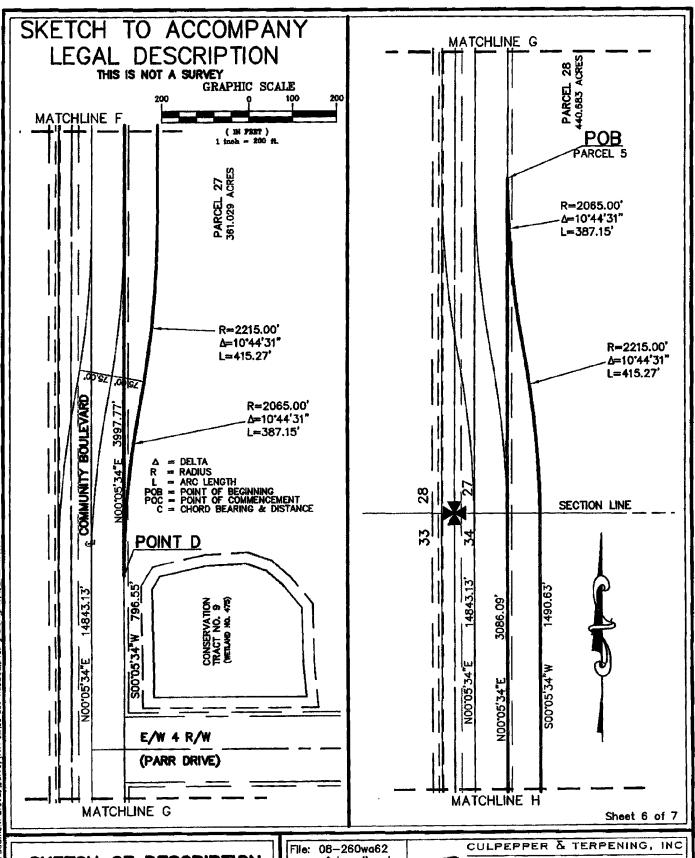
COMMUNITY BOULEVARD REALIGNMENT

s&d realign.dwg Date: 5-10-2012

Checked: MTK Tech: GLM



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



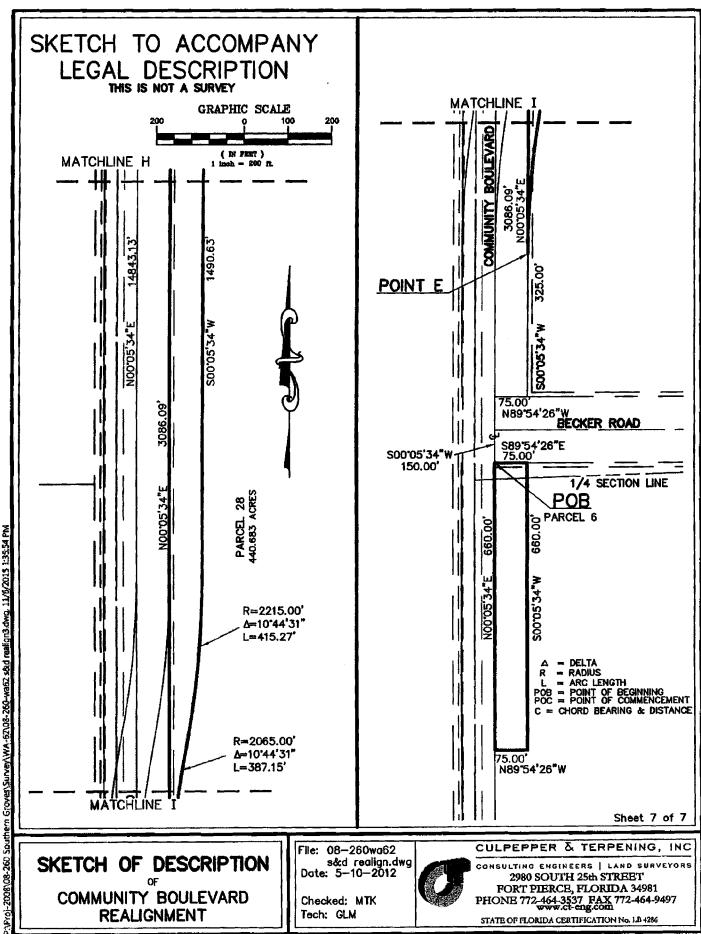
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COMMUNITY BOULEVARD REALIGNMENT

File: 08-260wa62 s&d realign.dwg Date: 5-10-2012

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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. 1.D. +286

EXHIBIT "B"

Legal Description of the Development Project

See attached 2 pages

DESCRIPTION:

"RIVERLAND PARCEL"

BEING A PORTION OF SECTIONS 15 THROUGH 22, 27 THROUGH 30 AND 33, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND ALL OF RIVERLAND PARCEL A – PLAT ONE, AS RECORDED IN PLAT BOOK 75, PAGE 31, RIVERLAND PARCEL A – PLAT TWO, AS RECORDED IN PLAT BOOK 75, PAGE 37, RIVERLAND PARCEL A – PLAT THREE, AS RECORDED IN PLAT BOOK 76, PAGE 3 AND A PORTION OF COMMUNITY BOULEVARD AT RIVERLAND PARCEL A – PHASE 1, AS RECORDED IN PLAT BOOK 75, PAGE 28, ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH RIGHT-OF-WAY OF E/W #1 (DISCOVERY WAY) 150 FEET IN WIDTH. AS RECORDED IN OFFICIAL RECORDS BOOK 4077, PAGE 1480, SAID PUBLIC RECORDS AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 (RANGE LINE ROAD) 150 FEET IN WIDTH, FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 94002-2501 AND RECORDED IN ROAD PLAT BOOK 21, PAGE 10, SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF E/W #1 (DISCOVERY WAY), SOUTH 89°50'39" EAST, A DISTANCE OF 15,942.34 FEET; THENCE ALONG A LINE 75.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINES OF PARCELS 24, 25, 27 AND 28 AND BEING THE WEST LINE OF PARCEL 29 ALL ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, SAID PUBLIC RECORDS, SOUTH 00°05'34" WEST, A DISTANCE OF 17,341.95 FEET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NO. C-23, 400 FEET IN WIDTH, NORTH 89°54'33" WEST, A DISTANCE OF 5357.83 FEET; THENCE ALONG THE EAST BOUNDARY OF THE ALAN WILSON GROVE, AS RECORDED IN PLAT BOOK 12, PAGE 50, SAID PUBLIC RECORDS, ALSO BEING A PART OF THAT BOUNDARY AGREEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 2856, PAGE 2577, SAID PUBLIC RECORDS, FOR THE FOLLOWING TWO (2) DESCRIBED COURSES, NORTH 00°28'13" WEST, A DISTANCE OF 5155.08 FEET; THENCE NORTH 00°28'43" WEST, A DISTANCE OF 5203.69 FEET; THENCE ALONG THE NORTH LINE OF SAID THE ALAN WILSON GROVE AND SAID BOUNDARY AGREEMENT FOR THE FOLLOWING FOUR (4) DESCRIBED COURSES, NORTH 89°51'13" WEST, A DISTANCE OF 2645.20 FEET; THENCE NORTH 89°53'43" WEST, A DISTANCE OF 2644.76 FEET; THENCE NORTH 89°45'13" WEST, A DISTANCE OF 2622.83 FEET; THENCE NORTH 89°59'43" WEST, A DISTANCE OF 2571.68 FEET; THENCE ALONG THE PREVIOUSLY DESCRIBED EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 (RANGE LINE ROAD) FOR THE FOLLOWING THREE (3) DESCRIBED COURSES, NORTH 00°08'44" EAST, A DISTANCE OF 2653.71 FEET; THENCE NORTH 00°08'44" EAST, A DISTANCE OF 2649.23 FEET; THENCE NORTH 00°00'44" EAST, A DISTANCE OF 1692.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

E/W #1 RIGHT-OF-WAY: LANDS CONTAINED IN THAT DEED RECORDED IN OFFICIAL RECORDS BOOK 4077, PAGE 1480, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

E/W #3 RIGHT-OF-WAY: LANDS CONTAINED IN THAT DEED RECORDED IN OFFICIAL RECORDS BOOK 3902, PAGE 465, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

E/W #3 RIGHT-OF-WAY: THAT PORTION OF PARCEL B AND PARCEL C, E/W # 3, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2972, PAGE 802, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING WITHIN THE "RIVERLAND PARCEL" AS DESCRIBED HEREIN.

E/W #4 RIGHT-OF-WAY: LANDS CONTAINED IN THAT DEED RECORDED IN OFFICIAL RECORDS BOOK 3902, PAGE 471, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

E/W #5 RIGHT-OF-WAY: LANDS CONTAINED IN THAT DEED RECORDED IN OFFICIAL RECORDS BOOK 3902, PAGE 4077, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

N/S A RIGHT-OF-WAY: LANDS CONTAINED IN THAT DEED RECORDED IN OFFICIAL RECORDS BOOK 3902, PAGE 484, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

N/S B RIGHT-OF-WAY: LANDS CONTAINED IN THAT DEED RECORDED IN OFFICIAL RECORDS BOOK 3902, PAGE 490, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

N/S B RIGHT-OF-WAY: LANDS CONTAINED IN THAT DEED RECORDED IN OFFICIAL RECORDS BOOK 3902, PAGE 497, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

N/S B RIGHT-OF-WAY: THAT PORTION OF PARCEL A, N/S B, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2972, PAGE 802, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING SOUTH OF THAT RIGHT-OF-WAY DESCRIBED IN OFFICIAL RECORDS BOOK 3902, PAGE 490, SAID PUBLIC RECORDS AND LYING WITHIN THE "RIVERLAND PARCEL" AS DESCRIBED HEREIN.

N/S B RIGHT-OF-WAY: THAT PORTION OF PARCEL B, N/S B, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2972, PAGE 802, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING WITHIN THE "RIVERLAND PARCEL" AS DESCRIBED HEREIN.

N/S C RIGHT-OF-WAY: LANDS CONTAINED IN THAT DEED RECORDED IN OFFICIAL RECORDS BOOK 3902, PAGE 503, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

TREATMENT PLANT: LANDS CONTAINED IN THAT DEED RECORDED IN OFFICIAL RECORDS BOOK 4077, PAGE 1480, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 3618.252 ACRES MORE OR LESS.

EXHIBIT "C"

Location Map of the Wastewater Improvements

[See attached 1 page]

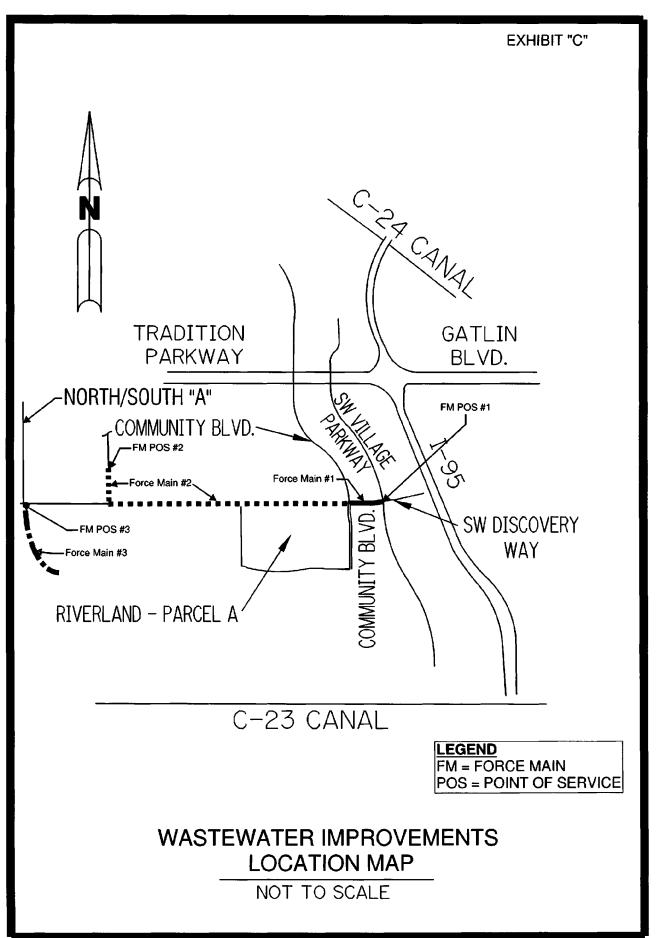


EXHIBIT "D"

Location Map of the Water Improvements

[See attached 1 page]

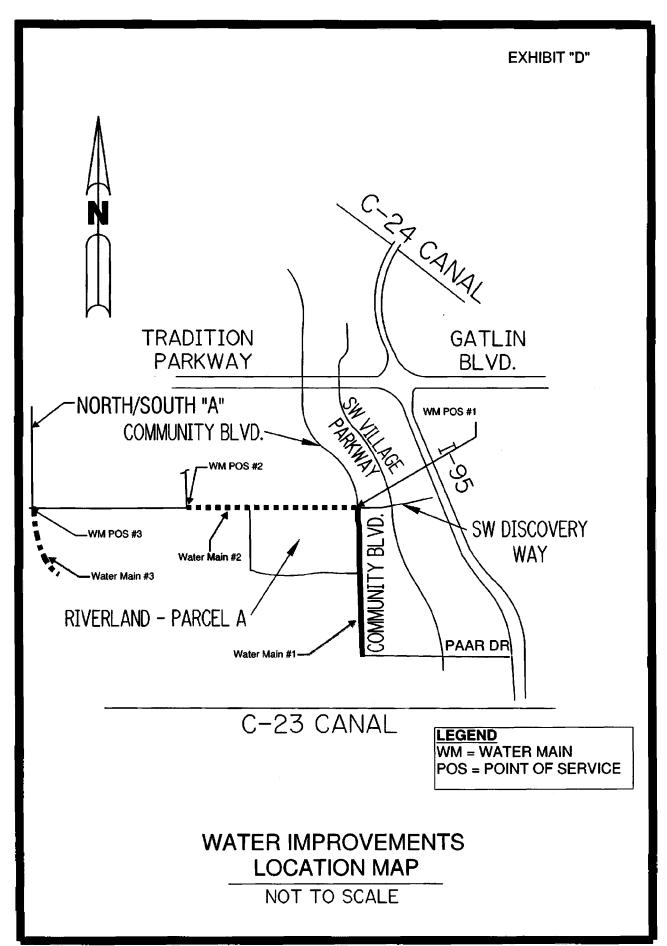


EXHIBIT "E"

Legal Description of Parcel A of the Development Project

A PARCEL OF LAND LYING IN SECTIONS 15, 16, 21 AND 22, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT R-2, SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56 AT PAGE 18 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2671, SAID PUBLIC RECORDS; THENCE NORTH 89°50'39" WEST ALONG THE SOUTH LINE OF SAID SOUTHERN GROVE PLAT NO. 4, A DISTANCE OF 34.20 FEET; THENCE SOUTH 00°09'21" WEST, A DISTANCE OF 158.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°23'44" EAST ALONG THE SOUTHERLY LINE OF E/W # 1 ROAD RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 4035, PAGE 1381, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 49.05 FEET, THENCE ALONG THE WESTERLY LINE OF N/S "C" ROAD RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 3902, PAGE 503 OF SAID PUBLIC RECORDS FOR THE FOLLOWING THREE (3) DESCRIBED COURSES, SOUTH 00°05'34" WEST, A DISTANCE OF 339.45 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2,215.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°44'31", A DISTANCE OF 415.27 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2,065.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'31", A DISTANCE OF 387.15 FEET TO A POINT OF TANGENCY; THENCE ALONG THE WESTERLY LINE OF N/S "C" ROAD RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 2899, PAGE 2933 OF SAID PUBLIC RECORDS, SOUTH 00°05'34" WEST, A DISTANCE OF 2,102.26 FEET; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 89°58'17" WEST, A DISTANCE OF 916.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 4,010.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°28'30", A DISTANCE OF 383.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 3,740.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°32'08", A DISTANCE OF 1,014.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 7,080.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°09'46", A DISTANCE OF 2,862.22 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 205.79 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 51°54'31" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°22'03", A DISTANCE OF 177.31 FEET TO THE POINT OF TANGENCY; THENCE NORTH 87°27'32" WEST, A DISTANCE OF 117.70 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE N/S "B" RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3902, PAGE 490, SAID PUBLIC RECORDS; THENCE, ALONG SAID EAST LINE, NORTH 00°28'42" WEST, A DISTANCE OF 3,122.36 FEET; THENCE, CONTINUING ALONG SAID EAST LINE, NORTH 44°50'19" EAST, A DISTANCE OF 49.77 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTH LINE OF THE E/W #1 RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 4035, PAGE 1381, SAID PUBLIC RECORDS; THENCE, ALONG SAID SOUTH LINE, SOUTH 89°50'39" EAST, A DISTANCE OF 4,817.47 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE, SOUTH 88°53'03" EAST, A DISTANCE OF 491.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 413,037 ACRES, MORE OR LESS.

EXHIBIT "F"

Utility Invoice

[See attached 1 page]



Port St. Lucie Utility Systems Department Fee Worksheet

EXHIBIT "F"

900 SE Ogden Lane Port St. Lucie, FL 34983 Phone: (772) 344-4320 Fax: (772) 871-7615

Project Name: Riverland Offsite Improvements

Plaza Name: N/A

Property Owner: Riverland Development Company, LLC

Mailing Address: 1600 Sawgrass Corp. Parkway, Ste 400

Sunrise, FL 33323

Action(s) Requested: Utility Infrastructure Agreement Fees

Item No.	Description	Unit Price		Quantity	Definer	Amount
1	Agreement Recording Fees:	\$12 first page, \$8.50 thereafter	x	54	Pages	\$462.50
2	Miscellaneous Processing/Review Fee:	\$268.00	x	1.0	Each	\$268.00
3	Force Main #2 Connection Cost	\$272,600.00	x	1.0	Lump Sum	\$272,600.00
4	Force Main #1 Reimbursement	-\$120,000.00	×	1.0	Lump Sum	-\$120,000.00

Total \$153,330.50

For Office Use Only:			 	
Receipt#:	Date Paid:		Amou	nt Paid:\$
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Phone: 072018	L	 		PSLUSD Doc. No. 150