This instrument prepared by (and return to)

Daniel B. Harrell Gonano & Harrell (Courthouse Box #34) 1600 S. Federal Highway, Suite 200 Fort Pierce, FL 34950-5194 (772) 464-1032 Ext. 1010 (Voice) (772) 464-0282 (Facsimile)

# EDUCATIONAL FACILITIES IMPACT FEE CREDIT AGREEMENT BETWEEN MATTAMY PALM BEACH, LLC, AND THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA [WESTERN GROVE DRI]

THIS EDUCATIONAL FACILITIES IMPACT FEE CREDIT AGREEMENT ("Agreement") is made and entered into as of the 13 day of February, 2024 ("Effective Date"), by and between MATTAMY PALM BEACH, LLC, a Delaware limited liability company ("Developer") and THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA, governing body of the School District of St. Lucie County, Florida ("School Board").

#### WITNESSETH

WHEREAS, Developer, as the successor-in-interest to Tradition Development Company, LLC, a Florida limited liability company, and Horizons St. Lucie Development, a Florida limited liability company, is the developer of a mixed-use development containing approximately 3,388 nonexempt residential units ("Nonexempt Total") located in St. Lucie County, Florida, currently known as the Western Grove Development of Regional Impact ("Western Grove"), which is a development of regional impact under the provisions of Section 380.06, Florida Statutes; and

WHEREAS, the current geographic boundaries of the lands known as Western Grove include all of those lands the legal description of which is attached hereto as <u>Exhibit "A"</u> (the "Western Grove Property"); and

WHEREAS, the School Board and the City have entered into an Interlocal Agreement Relating to Public School Sites dated as of the 2nd day of November, 2006, and recorded in the Official Records of St. Lucie County, Florida beginning at Book 2714, Page 761 ("Interlocal Agreement") and Developer is a "Western Annexation Owner" and Western Grove is a "Western Annexation Project" within the meanings ascribed to such terms in the Interlocal Agreement; and

WHEREAS, the Interlocal Agreement provides that the conveyance of a Future School Site to the School Board by a Western Annexation Owner in accordance with the Interlocal Agreement shall satisfy the requirement for dedication of a school site as set forth in the Annexation Agreement; and

conveyance of Future School Sites and payment of applicable educational impact fees will adequately address the educational facility requirements anticipated for Western Grove; and

WHEREAS, Developer has requested the School Board to take such actions as reasonably necessary to prepare, negotiate, execute, and record a "Credit Agreement" as defined and described in the Interlocal Agreement; and

WHEREAS, pursuant to provisions of Chapter 380, Florida Statutes, the City has adopted Resolution 21-R06, the Development Order for the Western Grove Development of Regional Impact ("Western Grove DO"), which includes as Exhibit 1 thereof, certain conditions of approval, and in particular condition number 58 which requires Tradition and Horizons to enter into an agreement with the School Board regarding the conveyance of property for school sites and payment of a proportionate share of the cost of construction of school facilities to serve Western Grove, with appropriate impact fee reimbursements for same; and

WHEREAS, Developer proposes to donate to the School Board one (1) site within Western Grove for future location thereon of new K-8 public educational facilities, which site is more particularly depicted in the attached Exhibit "B" ("Western Grove School Site"); and

WHEREAS, the Board of County Commissioners of St. Lucie County has adopted the St. Lucie County Educational Facilities Impact Fee Ordinance, codified at Chapter 24, Article II of the Code of Ordinances of St. Lucie County ("Educational Facilities Impact Fee Ordinance"), requiring the payment of educational facilities impact fees ("Impact Fees") at the time of issuance of building permits for nonexempt residential units in the County; and

WHEREAS, Developer and the School Board desire to establish their respective rights and obligations regarding the donation of property or services and other obligations for the purpose of locating public educational facilities and related auxiliary facilities, and the granting of educational facilities impact fee credits in exchange for such donations, with respect to nonexempt residential development within the Western Grove Property and to assure that public school facilities are available concurrent with the impacts generated by new residential development in the Western Grove Property; and

WHEREAS, Developer and the School Board further intend that this agreement satisfy, as applicable, the terms of the Western Grove DO with regard to all provisions related to the impact of Western Grove on public educational facilities.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereto agree as follows:

Section 1. Incorporation by Reference; Ratification. The above recitals are true and correct and are made a part of this Agreement by reference. All terms and provisions of the Agreement are hereby ratified, confirmed and approved in all respects by the parties hereto and are in full force and effect.

- Section 2. Governing Agreement. The parties agree and stipulate that upon the execution of this Agreement by the parties and the recording of it in the public records of St. Lucie County, Florida, all rights and obligations as between the School Board and Developer regarding donations of property or services or other obligations for the purpose of locating public educational facilities and related auxiliary facilities, and the granting of educational facilities impact fee credits in exchange for such donations, with respect to nonexempt residential development within the Western Grove Property, shall be governed by the terms of this Agreement. The School Board acknowledges and agrees that, so long as the Nonexempt Total for Western Groves does not exceed 3,388 units, (a) the conveyance by Developer to the School Board of the School Site pursuant to this Agreement and (b) the payment of Impact Fees that will be due upon development within Western Grove pursuant to the Educational Facilities Impact Fee Ordinance will adequately address the educational facility requirements of Western Grove.
- Section 3. Donations of Property and Services. Developer will convey to the School Board the School Site in accordance with Section 4.E hereof or within ten (10) days of obtaining any additional required authorization as described in Section 4.F hereof, whichever last occurs.
- Section 4. Conditions Applicable to Donation. With respect to the School Site that is to be conveyed as described above:
  - A. The School Site shall be not less than twenty (20) net developable acres in size as shown by an accurate survey of each property, exclusive of any (1) wetland or wetland buffers and (2) upland habitat preservation area. The required stormwater retention/detention facility shall be provided for exclusive of the school site in the master Western Grove system (except that required for water quality pretreatment, which shall be provided on the school site). Notwithstanding the foregoing, the School Site shall be increased to not less than twenty-five (25) developable acres in size if the School Board determines, in its reasonable discretion, that the school cannot be co-located with a park and recreational areas and that drainage for the School Site cannot be accommodated offsite in the master stormwater system for Western Grove. The City, as evidenced by the attached Joinder, agrees that said conveyance satisfies the requirements of the Western Grove DO for school and school siting.
  - B. The soils, existing topographic, and vegetative conditions on the School Site shall be appropriate as determined by the School Board for the construction of a public school of standard design in St. Lucie County, in the School Board's reasonable discretion based on standard design criteria in effect as of the Effective Date of this Agreement.
  - C. The School Site shall be located approximately as shown on Exhibit "B" (or such alternate site as may mutually be agreed upon by the School Board and the Developer), with frontage on two (2) publicly-dedicated roads that (1) meet the adopted road right-of-way requirements of the City of Port St. Lucie and (2) are adequate to support development of the site as a public educational facility.

- D. The School Site shall have available to the perimeter of the site centralized water service, centralized sewer service, and if available, centralized irrigation service.
  - (1) All plant capacity charges, service availability charges, main line extension charges, and AFPI charges for water and sewer service to the School Site shall be paid by Developer.
  - (2) The School Board shall be responsible for installation of a valve and/or meter approved by Tradition Irrigation Company for irrigation service at the point of connection; the deposit fee and meter installation fee and for all on-site water, sewer, and irrigation line construction costs from the property line to the school building on the School Site, and all other service charges, subject to the provisions of Section 4.D(3) with respect to irrigation charges.
  - (3) At the time of conveyance of the School Site to the School Board, Developer shall provide (a) verifiable evidence of the amount of any payment made to assure the availability of irrigation service to the School Site, which amount shall be credited against Impact Fees due under the Educational Facilities Impact Fee Ordinance in accordance with Section 5 of this Agreement, and (b) such assignments, agreements, and other written assurances as reasonably necessary to secure perpetual metered irrigation service to the School Site, including the landscaped perimeter berm, with the first two (2) million gallons per month ("gpm") of such service to be without the imposition of any periodic service charge. rate, or fee for such service, and all draws over two (2) million gpm to be charged at the then prevailing rate for such service, provided, however, that if the City of Port St. Lucie or other governmental entity requires the irrigation provider for the School Site to purchase re-use or other irrigation water, the irrigation provider may pass through to the School Board the actual usage or gallonage charges (but not any impact or capacity charges) assessed for such re-use or other irrigation water.
  - (4) For the School Site, the School Board shall give Developer two (2) years notice of its need for water, sewer, irrigation, drainage and transportation access services to be provided to the School Site, but in no event shall such notice be for a date prior to December 31, 2022, for the School Site in Western Grove, except as may otherwise be agreed in writing between the School Board and Developer.
- E. Developer shall deliver the School Site in accordance with Sections 4.A through 4.D above upon the earlier of (1) the construction of 2,500 residential dwelling units in Western Grove or (2) December 31, 2024, Developer and the School District may mutually agree, by way of an amendment to this Agreement, to a date that is earlier to or later than such dates set forth herein.
- F. If any comprehensive plan amendment, rezoning, or other land use authorization is required for the School Site to accommodate public school use, the

conveyance of such site shall be conditioned upon Developer obtaining all such amendments, rezonings, and authorizations at Developer's expense.

- G. If any of the criteria set forth in Sections 4.A through 4.D cannot be met, or if any required approval as set forth in Section 4.F cannot be obtained, as to the School Site, the Developer shall convey an alternative site in an area mutually acceptable to the parties, by way of an amendment to this Agreement, and meeting all of the criteria applicable to the originally identified site.
- The Developer may reserve for the use and benefit of the master property H. owner's association for Western Grove ("Association") landscape easements along the perimeter of the School Site ("Landscape Easements"). The Landscape Easements shall be not more than ten (10) feet in width, and shall permit the Association to install and maintain perimeter landscaping, buffering, and like improvements so long as such installation and maintenance (1) are consistent with the landscape criteria contained in any recorded declaration of covenants, conditions, and restrictions applicable to the community in which the School Site is located ("Landscape Criteria"), as determined by the Association, (2) are consistent with (a) the Crime Prevention through Environmental Design ("CPTED") principles applicable to public schools, as developed by the Centers for Disease Control and Prevention of the United States Department of Health and Human Services, and (b) the State Requirements for Educational Facilities ("SREF"), as developed by the Florida Department of Education, both as determined by the School Board, and (3) are undertaken only after written notice to the School Board as provided in Section 4.I. When developing the School Site and installing perimeter improvements within the Landscape Easements, the School Board shall endeavor to comply with the Landscape Criteria so long as such compliance is consistent with CPTED principles and SREF.
- I. The School Board agrees that, subsequent to conveyance of the School Site, the Association may, at the option of the Association with respect to the School Site, (1) install additional landscaping and other improvements within the Landscape Easements so long as consistent with all criteria identified in Section 4.H and (2) provide routine maintenance within the Landscape Easements of the School Site for a period of time, each as specified by the Association in written notice to the School Board detailing the maintenance and installation activities to be performed and the schedule on which such activities will occur, and identifying all contractors and other entities that will perform such activities.
- Section 5. Grant of Educational Facilities Impact Fee Credits. Subject to the provisions of Section 6. of this Agreement, Developer, or its assignee designated as provided in Section 10 of this Agreement, shall receive a credit against Impact Fees due under the Educational Facilities Impact Fee Ordinance ("Impact Fee Credit"). The amount of each Impact Fee Credit, and the benefit of such credit, shall be set as of the date of conveyance of the School Site to the School Board using the schedule of Educational Facilities Impact Fees in effect as of the conveyance date, determined and confirmed in the following manner:

- Subject to the provisions of Section 5.B, the Impact Fee Credit for donation A. of the School Site shall be calculated as follows, which the parties agree is consistent with the requirements set forth in Section 163.31801(4), Fla. Stat (2019): the aggregate of (1) the Appraised Value (as defined below) of the School Site as set forth in Section 5.B. plus (2) the actual costs paid by Developer at closing for the applicable site (the reasonable cost of any survey, title insurance premium (not to exceed the promulgated rate), documentary stamps, or other closing expense necessary to accomplish transfer of title to the School Board of the School Site, as provided in Section 8.C), plus (3) the actual payments made by Developer for (a) water and sewer capital charges for service to the School Site as provided in Section 4.D(1) and (b) any payment to assure irrigation service to the School Site as provided in Section 4.D(3). At closing of the School Site conveyance to the School Board, the School Board and the Developer shall prepare and execute a confirmation of the donation (each, a "Credit Confirmation") that sets forth (i) each component of the donation as calculated in this Section 5.A. (ii) the total Impact Fee Credit amount for such donation, and (iii) the schedule of Educational Facilities Impact Fees in effect as of the date of the conveyance establishing such credit.
- B. Not more than ninety (90) days prior to the conveyance of the School Sites, the School Board shall obtain, at its expense, two independent appraisals of the School Site ("Appraisals"). Each of the Appraisals shall be performed by an appraiser licensed under Part II, Chapter 475, Florida Statutes, as a Certified General Appraiser. The portion of the Impact Fee Credit for the School Sites as set forth in Section 5.A.(1) shall be the average value of the Appraisals of the applicable site ("Appraised Value").

#### Section 6. Reduction of Educational Facilities Impact Fee Credits.

- A. Upon conveyance of the School Site to the School Board, Developer shall be entitled to and receive an Impact Fee Credit in the amount set forth in the Credit Confirmation for the site as described in Section 5.A. above.
  - (1) Upon requesting issuance of a building permit for a nonexempt residential unit on any of the properties described in Section 9 of this Agreement, the Developer may apply the Impact Fee Credits to reduce fees due under the Educational Facilities Impact Fee Ordinance. On each occasion that a builder requests issuance of such a building permit and the application of Impact Fee Credits, the builder shall present to the City of Port St. Lucie a receipt or other documentation, in form and content as the City may reasonably require, verifying that the Developer has allocated or assigned to such builder the Impact Fee Credits that the builder requests be applied.
  - (2) The Impact Fee Credits shall apply to reduce fees due under the Educational Facilities Impact Fee Ordinance on the same schedule as such fees were in effect as of the date of the conveyance establishing such credit (that is, shall offset fees due for the respective nonexempt residential unit for which a building permit has been requested, and the Impact Fee Credit shall be debited or reduced

according to the fee schedule set forth in the applicable Credit Confirmation as opposed to the fee schedule in effect on the date the building permit is requested). The parties agree that application of Impact Fee Credits in the manner set forth in this Section 6.A is consistent with the requirements set forth in Section 163.31801(5), Fla. Stat (2020).

- (3) From the date the School Site is conveyed to the School Board as provided in Section 4 until all Impact Fee Credits are exhausted, Developer shall provide a quarterly report to the School Board and the City of Port St. Lucie indicating the beginning credit balance, the number and type (single family or multi-family and whether exempt or not) of building permits issued in the development during the previous period, the amount of credit used during such period, all assignments of credits made as provided in Section 10, and the ending credit balance.
- B. Upon conveyance of the School Site as provided in Section 8 of this Agreement below, Developer and the School Board shall prepare a Credit Confirmation in the manner set forth in Section 5.A above and (i) determine the actual Impact Fee Credit due Developer as of the time of the conveyance of the School Site and (ii) confirm the schedule of Educational Facilities Impact Fees in effect as of the date of the conveyance establishing such credit.
- C. To insure repayment to Developer of its contributions to the School Board, Developer shall have the right to collect the then prevailing Impact Fee from each builder within Southern Grove prior to the issuance of each building permit, up to the cumulative amount of any remaining credit balance under Sections 5 of this Agreement. Any fee paid directly to the School Board by a builder for a nonexempt residential unit in Western Grove will be remitted promptly to Developer, or to the assignee of Developer, until no further Impact Fee Credit balance exists under this Agreement.
- D. Upon exhaustion of the total Impact Fee Credits established under this Agreement for Western Grove, the building permit applicants for all remaining nonexempt residential units in Western Grove shall pay directly to the City of Port St. Lucie, at building permit issuance, the applicable Educational Facilities Impact Fee in accordance with the ordinance, and such collections shall be remitted to the School Board as provided in the Interlocal Agreement among the City of Port St. Lucie, the County and the School Board that governs such collections.
- E. At the request of Developer, the School Board will acknowledge to builders and other third parties the existence and applicability of Impact Fee Credits then held by Developer in accordance with this Agreement.
- Section 7. Intentionally Deleted.
- Section 8. Conveyance of School Site.

The School Site donated by Developer to the School Board shall be delivered by special warranty deed conveying fee simple title, free from all liens and mortgages and also free from all reservations, restrictions, and encumbrances that would affect the marketability of title and/or use of the property as school sites, but subject to (1) those restrictions and covenants that are common to the overall community of Western Grove ("Deed Restrictions"), (2) any easement, dedication, restriction, or reservation shown on a recorded plat that does not, in the reasonable discretion of the School Board, preclude development and use of the site as an educational facility and related auxiliary facilities, and (3) any other title matter that does not, in the sole and absolute discretion of the School Board, preclude development and use of the donated School Site as an educational facility and related auxiliary facilities; provided, however, that the School Board shall not be deemed to have waived its claim of exemption, as a pubic body and government agency purchaser pursuant to Ryan v. Manalapan, 414 So.2d 193 (Fla. 1982) and other governing law, from any cloud or encumbrance created by such Deed Restrictions. The special warranty deed to the School Site shall include the following statement or equivalent language acceptable to the School Board; "The Grantee acknowledges that there may be deed restrictions, restrictive covenants, and like matters appearing on the plat or otherwise common to the subdivision of, or in some manner purportedly applicable to, the real property as reflected in the public records of St. Lucie County, Florida. Neither the Grantee's acceptance of title to the real property nor its acknowledgment of such record matters shall constitute or be construed as a waiver of the Grantee's claim of exemption, as a public body and government agency pursuant to Ryan v. Manalapan, 414 So.2d 193 (Fla. 1982), and other governing law, from any cloud or encumbrance created by such matters."

#### B. In the School Site conveyance Developer may reserve:

- (1) Utility easements no greater than ten (10) feet in width and adjacent to the perimeter roadways at such locations and in such manner as are agreeable to the School Board.
- (2) A nonexclusive right to the subsurface water in order to serve the residents of the Tradition Development of Regional Impact, Southern Grove Development of Regional Impact and/or Western Grove DRI.
- C. The Developer agrees to furnish (a) a title insurance policy (in the amount of the Impact Fee Credit) covering the School Site, (b) to pay the taxes and assessments to the date of delivery of the deed in the manner provided in Section 196.295, Fla. Stat., and (c) to pay for the documentary stamps (if any are required) on the deed. All actual costs incurred by Developer in providing title verification and in making and recording the conveyance of the School Site shall be considered creditable expenditures as provided in Section 5.A.(2) of this Agreement.

- D. Developer may continue to use the School Site prior to the conveyance to the School Board. Upon conveyance, Developer may continue to use the School Site for the storage of materials, including but not limited to dredge materials, until such time as the School Board notifies Developer, in writing, of its intent to begin construction activities on the site, including preparation for construction activities, which notice shall be at least sixty (60) days prior to the date Developer must cease using the School Site.
- Section 9. Limitation of Credit. The Impact Fee Credits established by this Agreement are limited solely to the property legally described within the boundaries of Western Grove as described in Exhibit "A" or any other property within St. Lucie County that will receive "benefits" from contribution of the School Site within the meaning of such term as used in Section 163.3180(8), Florida Statutes. These credits are not transferable to any other property and may be used only to offset the Impact Fees due under the Educational Facilities Impact Fee Ordinance as enacted within St. Lucie County.
- Section 10. Assignability of Credit. The credits established by this Agreement may be assigned or reassigned, in whole or in part, by Developer or its successors or assigns to any other individual or entity provided that the Impact Fee Credits may only be used to offset the Impact Fees due on properties located within the physical boundaries of Western Grove or any other property within St. Lucie County that will receive "benefits" from contribution of the School Site within the meaning of such term as used in Section 163.3180(8), Florida Statutes. Any such assignment of credit shall be by recordable written instrument with a copy to the School Board and the City of Port St. Lucie.
- Section 11. Disclosure of Interested Parties. Not less than ten (10) days prior to the closing dates on conveyance of the School Site to the School Board, Developer shall provide to the School Board an affidavit and certificate of beneficial interest, in such form and content as the School Board may reasonably require, as necessary to comply with all disclosure provisions of Section 286.23, Florida Statutes, or shall demonstrate exemption from such disclosure. By executing this Agreement, Developer acknowledges receipt of written notice of the requirement to make such disclosure.
- Section 12. Recordability of Agreement. This Agreement, and any supplement to or other amendment of this Agreement, shall be recorded by the School Board in the public records of St. Lucie County, Florida, at the expense of Developer, and shall be considered as a covenant running with the land and binding upon the heirs, successors, and assigns of both Developer and the School Board.
- Section 13. Public Records. Developer shall allow public access to all documents, papers, letters, and other materials that are subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Developer in conjunction with this Agreement.
- Section 14. Audit. Developer agrees that until the expiration of three (3) years after the exhaustion of all Impact Fee Credits under this Agreement, the School Board and any of its duly

authorized representatives, after reasonable notice, shall have access to and the right to examine any and all directly pertinent books, documents, papers, and records of Developer pertaining to the assignment of such credits or to costs pertaining to arriving at the amount of such credits. Developer agrees that Impact Fee Credits made under this Agreement shall be subject to reduction for amounts charged that are found on the basis of audit examination, after any appropriate challenges, not to constitute allowable fees or costs. All required records shall be maintained until an audit is completed and all questions arising from such audit are resolved, or until three (3) years after exhaustion of all Impact Fee Credits for Developer under this Agreement.

Section 15. Attorneys' Fees and Costs. In the event either party defaults in the performance of any of the terms and conditions of this Agreement, the defaulting party agrees to pay all reasonable damages and costs directly incurred by the other party arising out of the breach of this Agreement, including reasonable attorneys' fees.

**Section 16. Notices.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested, and addressed as follows or to such other party or address as may be designated by one party to the other:

If to School Board:

With copies to:

Superintendent 9461 Brandywine Lane Port St. Lucie, FL 34986 Chief Operating Officer 9461 Brandywine Lane Port St. Lucie, FL 34986

And to:

School Board Attorney 9461 Brandywine Lane Port St. Lucie, FL 34986

If to Developer:

With copies to:

Mattamy Palm Beach, LLC Attn: Dan Grosswald 1500 Gateway Blvd., Ste. 212 Boynton Beach, FL 33426 Fox McCluskey Bush Robison, PLLC Attn: Tyson Waters, Esq. 3461 SE Willoughby Blvd. Stuart, FL 34994

And to:

Mattamy Palm Beach, LLC Attn: Leslie C. Candes, Chief Legal Counsel – US 4901 Vineland Road, Suite 450 Orlando, FL 32811

- Section 17. Indulgence Not Waiver. The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time of the breach or failure occurs, or at any time throughout the term of this Agreement.
- Section 18. Entire Agreement; Amendment. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties. This Agreement may only be amended by written document, properly authorized, executed, and delivered by both parties and recorded as provided in Section 12.
- Section 19. Interpretation; Venue. This Agreement shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.

(Remainder of page intentionally left blank; signature pages follow)

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

	THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA
Superintendent Ex Officio Secretary	By: Debach A Hawley  Deborah Hawley, Chair
Date: February 13, 2024	
Approved as to form and correctness:	
School Board Attorney	_
STATE OF FLORIDA COUNTY OF ST. LUCIE	
The foregoing instrument was acknowled online notarization this(3 \( \sigma \) day of \( \sigma \) as Superinto Board, respectively, of the School Board known to me, or \( \sigma \) have produced	lged before me by means of physical presence or dependent and Ex Officio Secretary and Chairman of the of St. Lucie County, Florida. They are personally as identification.
WINNIFER LINCOLL Print	ry Public-State of Florida  t Name: Janaifar Lineson commission expires August 01, 2025

Mattamy Palm Beach, LLC, a Delaware limited Print Name: San Nicho liability company Witness 1500 Quantum Lakes Drive By: Albertson Vice President Witness 2500 Quantum Lakes Blud Boynton Blach, Fc 33426 STATE OF FLORIDA COUNTY OF PALM BEACH The foregoing instrument was acknowledged before me by means of physical presence or physical online notarization this 11th day of JULY, 2024, by WARL ALBERTSON, as VICE PRESIDENT of Mattamy Palm Beach, LLC, on behalf of the company/corporation. He/she is personally known to me or □ has produced as identification. Nartha Silcy [Notary Seal] Notary Public-State of Florida MARTHA H. SILCOX Print Name: MARTHA SILCOY Notary Public - State of Florida My commission expires: 12/13/2024 Commission # HH 071432 My Comm. Expires Dec 13, 2024 Bonded through National Notary Assn.

#### JOINDER BY THE CITY OF PORT ST LUCIE

The City of Port St. Lucie hereby joins in this Educational Facilities Impact Fee Credit Agreement between Mattamy Palm Beach, LLC, and the School Board of St. Lucie County, Florida (Western Grove DRI) solely for the purposes of 1) recognizing the school impact fee credits provided for herein and 2) agreeing that Developer's conveyance of the School Site as contemplated in the Agreement satisfies Developer's school and school siting requirements Resolution 21-R06, the Development Order for the Western Grove Development of Regional Impact, as amended.

Dated this day of	, 2024.
Attest:	CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation
City Clerk	By:Shannon Martin, Mayor
(Seal)	
	Approved as to form and correctness:
	City Attorney

# EXHIBIT "A" LEGAL DESCRIPTION OF WESTERN GROVE PROPERTY

LEGAL DESCRIPTION WESTERN GROVE TRACTS A & B

## LEGAL DESCRIPTION

WESTERN GROVE

PARCEL ID NUMBERS 4305-322-0002-000-1 4305-100-0000-000-5 4308-311-0000-000-6 4305-110-0000-000-6 4307-100-0000-000-1 4305-333-0001-000-8 4308-000-0000-000-7 4305-333-0001-000-8 4318-122-0001-000-0

BEING A PARCEL OF LAND LYING IN SECTIONS 5, 6, 7, 8, 17, AND 18, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST, LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00'08'55" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 156.89 FEET; THENCE SOUTH 00'01'15" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2905.07 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

RIGHT-OF-WAY LINE, A DISTANCE OF 156,86 FEET; THENCE SOUTH 00'01'15' WEST ALONG SAD EAST RIGHT-OF-WAY LINE, A DISTANCE OF 298.07 FFET IO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 89'56'45' EAST, ALONG THE SOUTH LINE OF CROSSTOWN PARKWAY AS DEEDED FROM RESERVE HOMES LTD, L.P., TO CITY OF PORT ST, LUCIE, AS RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 248, PUBLIC RECORDS OF ST, LUCIE COUNTY, LORIDA, A DISTANCE OF 40.31 PELL TO THE INTERSECTION WITH A NON TANGENT CUTWE CONCAVE TO THE EAST, HAMIS A RADIUS OF 2,158,00 FEET; THE COUNTY, LORIDA, A DISTANCE OF 40.31 FEET; THENCE NORTH A CONTROL AND THE ARG OF SAD CURVE, A DISTANCE OF 40.31 FEET INFROUGH A CENTRAL ANGLE OF 00'01'28' TO A POINT OF COMPOUND CURVE TO THE LETT MANNE A RADIUS OF 1,690.00 FEET AND A CENTRAL ANGLE OF 03'25'09'. HENCE SOUTHERLY ALONG THE ARG, A DISTANCE OF 03'ETHEN HORTH ABOUT OF COUNTY OF THE LETT MANNE A RADIUS OF 1,690.00 FEET, A CENTRAL ANGLE OF 10'22'00'35', THENCE SOUTHERLY ALONG THE ARG A DISTANCE OF 15'. THENCE NORTH 90'00'00' EAST, A DISTANCE OF 50.1,54 FEET, THENCE NORTH 73'15'72' EAST, A DISTANCE OF 50.1,54 FEET, THENCE NORTH 73'15'72' EAST, A DISTANCE OF 50.1,55 FEET; THENCE NORTH 73'15'72' EAST, A DISTANCE OF 108.05 FEET; THENCE NORTH 73'15'72' EAST, A DISTANCE OF 50.0,55 FEET; THENCE NORTH 73'15'72' EAST, A DISTANCE OF 50.0,35 FEET; THENCE NORTH 73'15'72' EAST, A DISTANCE OF 50.0,35 FEET; THENCE NORTH 73'15'72' EAST, A DISTANCE OF 50.4,47 FEET; THENCE NORTH 73'15'72' EAST, A DISTANCE OF 50.4,47 FEET; THENCE NORTH 73'15'72' EAST, A DISTANCE OF 50.4,47 FEET; THENCE NORTH 73'15'72' EAST, A DISTANCE OF 50.4,47 FEET; THENCE NORTH 73'15'72' EAST, A DISTANCE OF 50.4,47 FEET; THENCE NORTH 73'15'72' EAST, A DISTANCE OF 50.4,47 FEET; THENCE NORTH 73'15'72' EAST, A DISTANCE OF 50.4,47 FEET; THENCE NORTH 73'15'72' EAST, A DISTANCE OF 50.4,47 FEET; THENCE NORTH 73'15'72' EAST, A DISTANCE OF 50.0,47 FEET; THENCE NORTH 73'15'72' EAST, A DISTANCE OF 50.0,47 FEET; THENCE NORTH 73'15'00' EAST, A DISTANCE OF 50.0,47 FEE



#### CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

200 (SOUTH 254 STRUET + FORT FURROLE FLORIDA 809)
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FIGNET 72 464 352 + UNX 172 464 9497 + 9299 Graing room
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Tradition Florida LLC
Tradition Land Company LLC
What has Chaired Ct. Limbs Country

Western Grove, St. Lucie County, Fl			
DATE:	6/15/2018	DRAWN	вкн
SCALE:	N/A	JOB No.	18-039

## LEGAL DESCRIPTION

WESTERN GROVE

ST. LUCIE COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE THE FOLLOWING 3 COURSES AND DISTANCES; THENCE SOUTH 00'41'50' WEST, A DISTANCE OF 557.37 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,440.00 FEET, A CENTRAL ANGLE OF 18'08'36"; THENCE SOUTHERLY MAINS THE ARC A DISTANCE OF 455,99 FEET; THENCE SOUTH 18'50'26" WEST, A DISTANCE OF 800.00 FEET; THENCE SOUTH 70'06'36" EAST, A DISTANCE OF 540.99 FEET TO THE WEST LINE OF A 200.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 767, PAGE 2676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00'41'50" WEST, ALONG SAID WEST LINE, A DISTANCE OF 3,427.77 FEET; THENCE SOUTH 00'08'18' WEST, ALONG SAID WEST LINE, A DISTANCE OF 317.26 FEET TO THE NORTH LINE OF CONSERVATION TRACT 3, AS RECORDED IN OFFICIAL RECORDS BOOK 1485, PAGE 708, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY LINE OF CONSERVATION TRACT 3 THE FOLLOWING 24 COURSES AND DISTANCES; THENCE NORTH 31'45'23" EAST, A DISTANCE OF 287.98 FEET; THENCE NORTH 90'00'CO" EAST, A DISTANCE OF 479.11 FEET; THENCE NORTH 25'42'03" EAST, A DISTANCE OF 815.85 FEET; THENCE NORTH 67'14'46" EAST, A DISTANCE OF 611.45 FEET; THENCE NORTH 80'50'18" EAST, A DISTANCE OF 311.82 FEET; THENCE SOUTH 39'35'38" EAST, A DISTANCE OF 373.81 FEET; THENCE SOUTH 62'56'57" WEST, A DISTANCE OF 710.69 FEET; THENCE SOUTH 09'54'33" WEST, A DISTANCE OF 528.17 FEET; THENCE SOUTH 43'15'34" LAST, A DISTANCE OF 1.86 FEET; THENCE NORTH 89'57'05" EAST, A DISTANCE OF 1,118.66 FEET; THENCE NORTH 35'27'24" EAST, A DISTANCE OF 161.02 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 200,00 FEET, A CENTRAL ANGLE OF 130'29'58"; THENCE EASTERLY ALONG THE ARG A DISTANCE OF 455,53 FEET; THENCE SOUTH 14'02'38" EAST, A DISTANCE OF 439.21 FEET; THENCE SOUTH 11'24'07" WEST, A DISTANCE OF 156.51 FEET; THENCE SOUTH 54'52'19" WEST, A DISTANCE OF 285.65 FEET; THENCE NORTH 67'53'08" WEST, A DISTANCE OF 303.75 FEET: THENCE NORTH 64'44'39" WEST, A DISTANCE OF 347.21 FEET: THENCE NORTH 38'28'42" WEST, A DISTANCE OF 244.24 FEET; THENCE SOUTH 61'48'44" WEST, A DISTANCE OF 265.08 FEET; THENCE SOUTH 26'55'17" EAST, A DISTANCE OF 157.56 FEET; THENCE SOUTH 04'24'55" WEST, A DISTANCE OF 302.92 FEET; THENCE SOUTH 51'49'41" EAST, A DISTANCE OF 294,23 FEET: THENCE SOUTH 28'06'28" EAST, A DISTANCE OF 898.96
FEET TO THE NORTH LINE OF CONSERVATION TRACT 1, AS RECORDED IN OFFICIAL RECORDS BOOK 1485, PAGE 708,
PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND WESTERLY LINE OF CONSERVATION TRACT 1 THE FOLLOWING 5 COURSES AND DISTANCES; THENCE SOUTH 72:37'52' WEST, A DISTANCE OF 619.63 FEET; THENCE SOUTH 18'11'57' WEST, A DISTANCE OF 269.91 FEET, THENCE SOUTH 01'51'59" EAST, A DISTANCE OF 146.75 FEET; THENCE SOUTH 32'55'06" EAST, A DISTANCE OF 1,128.20 FEET; THENCE SOUTH 49'21'19' EAST, A DISTANCE OF 380.65 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E/W # 1, AS RECORDED IN OFFICIAL RECORDS BOOK 2972, PAGE 829, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 89'50'39" WEST, ALONG SAID NORTH LINE OF E/W # 1 AND THE NORTH LINE OF PARCEL 2 OF RIVERLAND GROVE, A DISTANCE OF 2,230,58 FEET TO THE POINT OF BEGINNING OF CONSERVATION TRACT 2, AS SHOWN IN OFFICIAL RECORDS BOOK 1485, PAGE 708, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY, NORTHERLY AND PAGE 708, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE EASTRILY, NORTHERLY AND WESTERLY LINE OF CONSERVATION TRACT 2 THE FOLLOWING 24 COURSES AND DISTANCES; THENCE NORTH 16'14'32" EAST, A DISTANCE OF 312.22 FEET; THENCE NORTH 60'39'52" EAST, A DISTANCE OF 69.34 FEET; THENCE NORTH 70'31'49" EAST, A DISTANCE OF 130.24 FEET; THENCE NORTH 46'25'24" EAST, A DISTANCE OF 49.65 FEET; THENCE NORTH 10'37'45" WEST, A DISTANCE OF 61.45 FEET; THENCE NORTH 24'33'27" WEST, A DISTANCE OF 95.46 FEET; THENCE NORTH 10'37'45" WEST, A DISTANCE OF 95.57 FEET; THENCE NORTH 20'34'23" WEST, A DISTANCE OF 64.51 FEET; THENCE NORTH 45'12'39" WEST, A DISTANCE OF 167.70 FEET; THENCE NORTH 59'18'14" WEST, A DISTANCE OF 151.59 FEFT; THENCE NORTH 88'01'37" WEST, A DISTANCE OF 54.82 FEET; THENCE SOUTH 74'52'40" WEST, A DISTANCE OF 305.26 FEET; THENCE NORTH 70'03'54" WEST, A DISTANCE OF 245.26 FEET; THENCE SOUTH WEST, A DISTANCE OF 305.26 FEET; THENCE NORTH 70"03"54" WEST, A DISTANCE OF 245.26 FEET; THENCE SOUTH 76"25"53" WEST, A DISTANCE OF 232.03 FEET; THENCE NORTH 35"37"28" WEST, A DISTANCE OF 365.49 FEET; THENCE NORTH 64"00"05" WEST, A DISTANCE OF 614.79 FEET; THENCE SOUTH 15"45"52" WEST, A DISTANCE OF 524.60 FEET; THENCE SOUTH 29"27"50" EAST, A DISTANCE OF 150.74 FEET; THENCE SOUTH 63"02"12" EAST, A DISTANCE OF 200.44 FEET; THENCE NORTH 89"59"49" EAST, A DISTANCE OF 311.47 FEET; THENCE SOUTH 57"38"10" EAST, A DISTANCE OF 1,042.53 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E/W # 1, AS RECORDED IN OFFICIAL RECORDS BOOK 2972, PAGE 829, PUBLIC RECORDS OF ST. LUCIE COUNTY, THENCE NORTH RIGHT-OF-WAY LINE OF EAST A DISTANCE NORTH LINE OF EAV # 1 AND THE NORTH LINE OF PARCEL 2 FLORIDA: THENCE MORTH 89'50'30" WEST, ALONG SAID MORTH LINE OF E/W # 1 AND THE MORTH LINE OF PARCEL 2 OF RIVERLAND GROVE, A DISTANCE OF 5063.33 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 609 (RANGELINE ROAD) A 150.00 FOOT WIDE RIGHT-OF-WAY; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 609 (RANGELINE ROAD) THE FOLLOWING 6 COURSES AND DISTANCES; THENCE NORTH 00'00'21" EAST, A DISTANCE OF 1,040.46 FEET; THENCE NORTH 00'01'22" WEST, A DISTANCE OF 2,608.92 FEET; THENCE NORTH 85'42'58" EAST, A DISTANCE OF 74.89 FEET; THENCE NORTH 02'05'08" WEST, A DISTANCE OF 5,257.15 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 5,654.58 FEET. A CENTRAL ANGLE OF 02'06'23"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 207.88 FEET; THENCE NORTH 00"01"15" EAST, A DISTANCE OF 2,337.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,771,478 ACRES, MORE OR LESS.

Sheet 2 of 5



#### CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

Figure H 756 \$780 LT • FORT PIERCE, HORIDA 3660 191 SW 1126GER AVENUE • \$73 VART, IZORIDA 1950 PHONE 772-424-4317 • FAX 172-43-4307 • AND IZORIDA 340 FOR BRANCH DIRECTOR 1978.

Tr		Florida LLC d Company LLC
West	ern Grove, S	St. Lucie County, Fl
DATE:	6/15/2018	DRAWN BKH
SCALE:	N/A	JOB No. 18-039

### LEGAL DESCRIPTION

WESTERN GROVE

TOGETHER WITH PARCEL 1 Parcel 10: 4305-322-0002-000-1

A PARCEL OF LAND LYING IN SECTIONS 5 AND 6, TOWNSHIP 37 SOUTH, RANGE 39 FAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE PLAT OF WESTERN GROVE PLAT NO. 2 ALCAPATTAN SUBSTATION, AS RECORDED IN PLAT BOOK 58, PAGE 12, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N89'58'45"W A DISTANCE OF 50.00 FEET; THENCE N00'01'15"E A DISTANCE OF 60.00 FEET; THENCE S89'58'45"E A DISTANCE OF 4633.87 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

AND THE BEGINNING OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 89'56'03" EAST, A RADIAL DISTANCE OF 2,158,00 FEET AND HAWING A CHORD BEARING OF SOUTH 00'03'12" WEST, 0,93 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00'01'28", A DISTANCE OF 0,93 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAWING A RADIUS OF 1,690.00 FEET AND A CENTRAL ANGLE OF 03'25'08"; THENCE SCUTHERLY ALONG THE ARC, A DISTANCE OF 100.84 FEET; THENCE NORTH 86'37'20" EAST, A DISTANCE OF 54.69 FEET; THENCE NORTH 53'38'02" EAST, A DISTANCE OF 11.25 FEET; THENCE EAST, A DISTANCE OF 501.54 FEET TO A POINT OF CURVE TO THE LEFT HAWING A RADIUS OF 1,000,00 FEET, A CENTRAL ANGLE OF 11'43'53'; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 204.75 FEET; THENCE NORTH 55'36'44" EAST, A DISTANCE OF 125.02 FEET; THENCE NORTH 89'58'45" WEST, A DISTANCE OF 874.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.684 ACRES, MORE OR LESS.

TOGETHER WITH PARCEL 2 (WEILAND 81) Parcel ID: 4308-331-0001-000-1

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

COMMENCE AT THE NORTHWEST CORNER OF TRACT 1, ACCORDING TO TRADITION PLAT NO. 70, AS RECORDED IN PLAT BOOK 67, PAGE 31, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 80'50'18" WEST, A DISTANCE OF 311.82 FEET; THENCE SOUTH 67'14'46" WEST, A DISTANCE OF 363.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE CONTINUE SOUTH 67'14'46" WEST, A DISTANCE OF 248.12 FEET; THENCE SOUTH 25'42'03" WEST, A DISTANCE OF 107.45 FEET; THENCE NORTH 55'58'12" WEST, A DISTANCE OF 41.35 FEET; THENCE NORTH 64'04'09" WEST, A DISTANCE OF 36.99 FEET; THENCE NORTH 34'18'02" WEST, A DISTANCE OF 57.12 FEET; THENCE NORTH 04'58'20" EAST, A DISTANCE OF 32.40 FEET; THENCE NORTH 29'38'11" EAST, A DISTANCE OF 56.90 FEET; THENCE NORTH 55'08'19" EAST, A DISTANCE OF 39.86 FEET; THENCE NORTH 67'58'26" EAST, A DISTANCE OF 76.12 FEET; THENCE NORTH 79'45'14" EAST, A DISTANCE OF 78.71 FEET; THENCE NORTH 86'56'08" EAST, A DISTANCE OF 47.36 FEET; THENCE SOUTH 83'49'59" EAST, A DISTANCE OF 32.61 FEET; THENCE SOUTH 76'45'58" EAST, A DISTANCE OF 32.93 FEET; THENCE SOUTH 58'01'15" EAST, A DISTANCE OF 60.94 FEET TO THE POINT OF BEGINNING.

CONTAINING D.923 ACRES, MORE OR LESS.

LESS AND EXCEPT PARCEL 3

BEING A PARCEL OF LAND LYING IN SECTIONS 5 AND 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE PLAT OF WESTERN GROVE PLAT NO. 2 ALLAPATTAH SUBSTATION, AS RECORDED IN PLAT BOOK 58, PAGE 12, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N89'58'45"W A DISTANCE OF 50.00 FEET; THENCE N00'01'15"E A DISTANCE OF 60.00 FEET; THENCE S89'58'45"E A DISTANCE OF 5508.49 FEET; THENCE S55'35'44"W A DISTANCE OF 125.02 FEET TO THE POINT OF BEGINNING OF THE FOXLOWING DESCRIBED PARCEL;

Sheet 3 of 5



#### CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

296/SOOTH 196/STREET # FORT PIEREP, LLDARGA 1998-1ALSO HAGAES AVESUE # STEART, LLDBIDA 1998-PHOSE \*1246/ASD # FAX \*1246-1967/# 9998 reng com STATE \* CHEEDS \* RECENTING & 1888-

	Florida LLC id Company LLC
Western Grove,	St. Lucie County, Fl
DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. 18-039

# LEGAL DESCRIPTION WESTERN GROVE

THENCE SOUTH 49"13"04" EAST, A DISTANCE OF 69.74 FEET; THENCE NORTH 74"03"19" EAST, A DISTANCE OF 2,864.71 FEET; THENCE NORTH 13"12"00" WEST, A DISTANCE OF 46.01 FEET; THENCE SOUTH 74"05"56" WEST, A DISTANCE OF 326.26 FEET; THENCE SOUTH 74"31"50" WEST, A DISTANCE OF 526.42 FEET; THENCE SOUTH 73"45"42" WEST, A DISTANCE OF 491.41 FEET; THENCE SOUTH 74"15"42" WEST, A DISTANCE OF 493.07 FEET; THENCE SOUTH 74"15"42" WEST, A DISTANCE OF 47.38 FEET; THENCE SOUTH 77"39"57" WEST, A DISTANCE OF 108.05 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 00"36"10"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 10.52 FEET TO THE POINT OF BEGINNING, ALSO LESSING OUT THAT FORTION OF EXHIBIT A, AS RECORDED IN OFFICIAL RECORDS BOOK 3071, PAGE 2612, THAT LIES IN THE ABOVE DESCRIBED PARCEL.

CONTAINING 3.318 ACRES, MORE OR LESS.

LESS AND EXCEPT: Porcel ID 4306-700-0001-000-7
FLORIDA POWER AND LIGHT ALLAPATTAN SUBSTATION, AS RECORDED IN PLAT BOOK 58, PAGE 12, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. (CONTAINING 2.491 ACRES, MORE OR LESS).

ALSO LESS AND EXCEPT: Porce ID: 4308-501-0001-020-8
FERM AKE DRIVE, AS RECORDED IN OFFICIAL BECORDS BOOK 3071, PAGE 2612, EXHIBIT B (CONTAINING 8.358 ACRES, MORE OR LESS).

ALSO LESS AND EXCEPT: Porcel ID: 4306-111-0001-000-9 Porcel ID: 4306-144-0001-000-1 POWERLINE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 3071, PAGE 2612, EXHIBIT C AND OFFICIAL RECORDS BOOK 3071, PAGE 2651, EXHIBIT C (CONTAINING 40,982 ACRES, MORE OR LESS).

IRACI C Parcel ID: 4308-000-0000-000-7

BEING A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTHEAST CORNER OF THE PLAT OF TRADITION PLAT NO. 56, AS RECORDED IN PLAT BOOK 59, PAGE 21, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THENCE ALONG THE NORTHERLY LINE OF SAIO TRADITION PLAT NO. 56 THE FOLLOWING 7 COURSES AND DISTANCES; THENCE NORTH 89'53'05" WEST, A DISTANCE OF 194.96 FEET TO A POINT OF CURVE TO THE RIGHT HAWING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 70'02'04"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 61.12 FEET; THENCE NORTH 19'51'01" WEST, A DISTANCE OF 224.93 FEET TO A POINT OF CURVE 10 THE LEFT HAWING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 83'40'24"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 292.09 FEET; THENCE SOUTH 76'26'35" WEST, A DISTANCE OF 669.95 FEET; THENCE SOUTH 07'29'09" EAST, A DISTANCE OF 209.34 FEET; DIENCE SOUTH 47'13'42" WEST, A DISTANCE OF 509.14 FEET TO THE EASTERLY RIGHT—OF—WAY LINE OF IRADITION PARKWAY (A 130.00 FCOT WIDE RIGHT—OF—WAY) AND TO AN INTERSECTION WITH A NON TANCENT CURVE CONCAVE TO THE NORTHEAST, HAWING A RADIUS OF 1,465.00 FEET, THE CHORD OF WHICH BEARS NORTH 24'41'40" WEST, 443.56 FEET; THENCE NORTHEAST, HAWING A RADIUS OF 1,465.00 FEET, THE CHORD OF WHICH BEARS NORTH 24'41'40" WEST, 443.56 FEET; THENCE NORTHEAST, HAWING A RADIUS OF 1,465.00 FEET, THE CHORD OF WHICH BEARS NORTH 24'41'40" WEST, 443.56 FEET; THENCE NORTHEAST, HAWING A RADIUS OF 1,650.00 FEET, THE CHORD OF WHICH BEARS NORTH 24'41'40" WEST, 43.56 FEET; THENCE NORTHEAST, HAWING A RADIUS OF 1,650.00 FEET, THE CHORD OF WHICH BEARS NORTH 24'11'40" WEST, A 43.56 FEET; THENCE NORTHEAST, HAWING A RADIUS OF 17,600.00 FEET; THE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY, EASTERLY, AND NORTHERLY LINE OF SAID TRACT A THE FOLLOWING FOR OF TRADITION PLAT NO. 68, AS RECORDED IN PLAT BOOK 66, PAGE 37, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY, RIGHT—OF—WAY LINE OF TRADITION PARKWAY (A 130.00 FOOT WIDE RIGHT—OF—WAY LINE OF TRADITION PARKWAY (A 130.00 FOOT WIDE RIGHT—OF—WAY LINE OF TRADITION PARKWAY (A 130.00 FOOT WIDE RIGHT—OF—WAY LINE OF T

Sheet 4 of 5



#### CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

200 SOUTH 254, STRULE - FORT PRESCE, TERRITA 3496-151 SWILLING PS AVENUE - STEARL FEARING A 2024 19 IOSE 172466-1875 FAX 12 and 9875 in a sew comprom 3546 CCR 30050 Experience Science

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Western Grove, St. Lucie County, Fl				
	6/15/2018	DRAWN	ВКН	_
SCALE:	N/A	JOB No.	18-039	

## LEGAL DESCRIPTION WESTERN GROVE

POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 56'42'14"; DIENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 49.48 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF FERNLAKE DRIVE (A 80.00 FOOT WIDE RIGHT-OF-WAY); THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FERNLAKE DRIVE THE FOLLOWING 3 COURSES AND DISTANCES, AND TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 930.00 FEET AND A CENTRAL ANGLE OF 545'10"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 890.35 FEET; THENCE NORTH 18'19'28" EAST, A DISTANCE OF 61.04 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 870.01 FEET, A CENTRAL ANGLE OF 13'23'54"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 203.45 FEET TO THE SOUTHWESTERLY CORNER OF TRADITION PLAT NO. 62, AS RECORDED IN PLAT BOOK 60, PAGE 22, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE SOUTH, FLORIDA OF 211.85 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 440.00 FEET, THE CHORD OF WHICH BEARS NORTH 75'57'08" EAST, 209.81 FEET; THENCE FASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 211.85 FEET THROUGH A CENTRAL ANGLE OF 27'35'12"; THENCE NORTH 89'44'44" EAST, A DISTANCE OF 277.08 FEET TO THE NORTHWEST CORNER OF TRADITION PLAT NO, 16, AS RECORDED IN PLAT BOOK 44, PAGE 12, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00'06'55" WEST, ALONG THE SAST LINE OF SAID TRADITION PLAT NO, 16, A DISTANCE OF 1,493.94 FEET TO THE POINT OF BEGINNING, CONTAINING 54.548 ACRES, MORE OR LESS.

CONTAINING 1,773.484 ACRES (TOTAL NET), MORE OR LESS.

#### **10GETHER WITH:**

All of Parcel ID: 4305-110-0000-000-6 A partian of Parcel ID: 4304-124-0001-000-3 A partian of Parcel ID: 4304-111-0000-000-6

A PARCEL OF LAND LYING IN SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST LUCIE COUNTY, FLORIDA AND BEING A PORTION OF THE LANDS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1745 AT PAGE 1819, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF LOT 375 AS SHOWN ON TRADITION PLAT NO. 28 AS RECORDED IN PLAT BOOK 45 AT PAGES 24 THROUGH 38, PUBLIC RECORDS OF ST, LUCIE COUNTY, FLORIDA AND RUNNING THENCE N74'03'19"E ALONG THE NORTHERLY BOUNDS OF SAID LOT 375 AND CONTINUING ALONG THE NORTHERLY BOUNDS OF WATER MANAGEMENT TRACT 1 AS SHOWN ON SAID TRADITION PLAT NO. 28, A DISTANCE OF 182.96

FEET TO A POINT LOCATED S74'03'19"W A DISTANCE OF 50.00 FEET FROM THE CENTERLINE OF A 20 WIDE WATER MANAGEMENT EASEMENT SHOWN ON THE ABOVE MENTIONED TRADITION PLAT 28; THENCE N15'45'29"W ALONG A LINE PARALLEL TO AND 50 FEET DISTANT WESTERLY FROM SAID CENTERLINE, A DISTANCE OF 29.52 FEET TO A POINT ON THE NORTHERLY BOUNDS OF THE PLAT LAST ABOVE MENTIONED AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE \$74'14'30"W ALONG THE NORTHERLY BOUNDS OF SAID TRADITION PLAT 18 A DISTANCE OF 816.16 FEET TO THE NORTHWEST CORNER THEREOF; THENCE \$74'14'30"W A DISTANCE OF 18.57 FEET TO A POINT ON THE SOUTHERLY BOUNDS OF LANDS DESCRIBED BY DEED FIRST ABOVE MENTIONED; THENCE \$13'37'52"W ALONG SAID BOUNDS A DISTANCE OF 14.03 FEET; THENCE \$74'03'19"W, STILL ALONG SAID SOLTHERLY BOUNDS, A DISTANCE OF 5341.55 FEET TO A POINT ON THE NORTHERLY BOUNDS OF THE SO-CALLED WESTERN GROVE PARCEL; THENCE ALONG THE NORTHERLY BOUNDS THEREOF THE FOLLOWING TWO COURSES AND DISTANCES; 1) N49'13'04"W A DISTANCE OF 69.74 FEET; 2) N55'36'44"E A DISTANCE OF 125.02 FEET TO A POINT ON THE NORTHERLY BOUNDS OF THE O.L. PEACOCK CANAL AS DESCRIBED BY DEED FIRST ABOVE MENTIONED; THENCE ALONG SAID NORTHERLY BOUNDS THE FOLLOWING 4 COURSES AND DISTANCES; 1) N74'05'51"E A DISTANCE OF 4714.77 FEET; 2) N74'35'02"E A DISTANCE OF 620.60 FEET; 3) N34'54'59"E A DISTANCE OF 16.17 FEET; 4) N74'00'26"E A DISTANCE OF 755.08 FEET; THENCE \$15'45'29"E, PARALLEL TO ABOVE, A DISTANCE OF 89.94 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT EXHIBIT "A" AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 3071 AT PAGE 2612, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA, CONTAINING 13.24 ACRES OF LAND, MORE OR LESS.

TOTAL AREA OF ALL WESTERN GROVE PARCELS CONTAIN 1786.724 ACRES OF LAND, MORE OR LESS.

Sheet 5 of 5

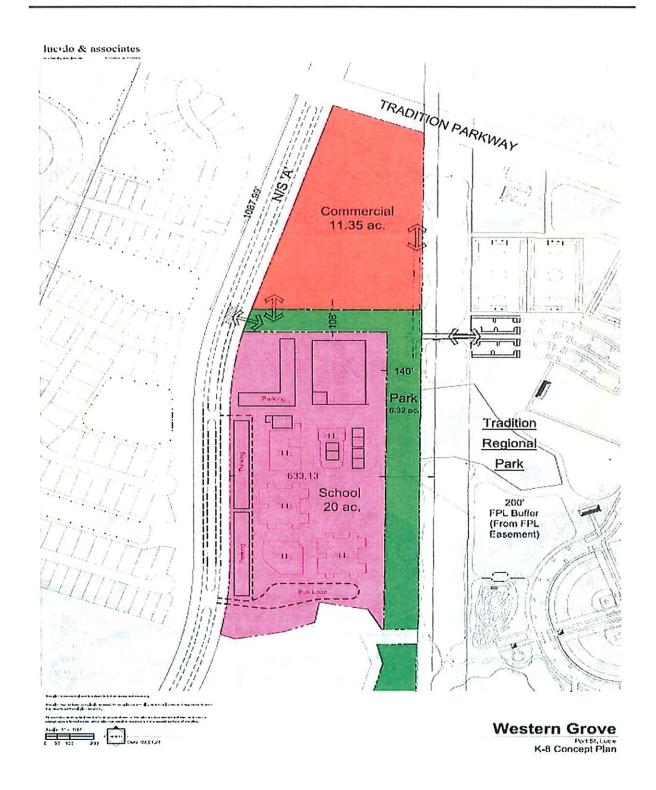


#### CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

Tr		Florida LLC d Company LLC
West	ern Grove,	St. Lucie County, Fl
DATE: 6/15/2018 DRAWN BKH		
SCALE:	N/A	JOB No. 18-039

# EXHIBIT "B" GRAPHIC DEPICTION OF WESTERN GROVE SCHOOL SITE



#### LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 37 SOUTH, RANGE 39 EAST, LYING IN THE CITY OF PORT ST. LUCIE ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE TOGETHER WITH PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3071, PAGE 2651, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING A POINT ON THE EAST RIGHT-OF-WAY OF N/S ROAD A (POWERLINE ROAD) AS RECORDED IN OFFICIAL RECORDS BOOK 3071, PAGE 2651, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THENCE ALONG SAID EAST LINE, SOUTH 18'50'26" WEST, A DISTANCE OF 1047.18 FEET TO A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1480.00 FEET; THENCE SOUTHERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03'22'21", A DISTANCE OF 87.11 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE SOUTH 89'42'57" EAST, A DISTANCE OF 579.88 FEET; THENCE SOUTH 00'41'50" WEST, A DISTANCE OF 1428.65 FEET; THENCE NORTH 89'57'06" WEST, A DISTANCE OF 8.42 FEET; THENCE NORTH 30'00'00" WEST, A DISTANCE OF 110.04 FEET; THENCE NORTH 80'00'00" WEST, A DISTANCE OF 201.68 FEET; THENCE SOUTH 10'00'00" WEST, A DISTANCE OF 99.36 FEET; THENCE SOUTH 70'00'00" WEST, A DISTANCE OF 133.28 FEET; THENCE SOUTH 80'00'00" WEST, A DISTANCE OF 200.27 FEET; THENCE NORTH 70'00'00" WEST, A DISTANCE OF 62.23 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID N/S ROAD A (POWERLINE ROAD) BEING A POINT ON A NON TANGENT CURVE CONCAVED TO THE WEST, HAVING A RADIUS OF 1580,00 FEET, THE CHORD OF WHICH BEARS NORTH 06'47'24" EAST, A DISTANCE OF 373,60 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 374.48 FEET, THROUGH A CENTRAL ANGLE OF 13'34'47" TO A POINT OF TANGENCY, THENCE NORTH 00'00'00" EAST, A DISTANCE OF 692.32 FEET TO A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1480.00 FEET; THENCE NORTHERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15'28'05", A DISTANCE OF 399.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.00 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

SHEET 1 OF 5

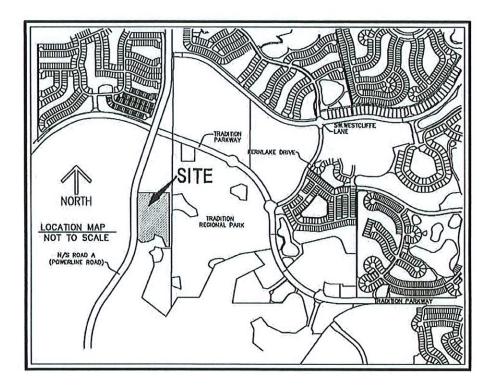
CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 **BOCA RATON, FLORIDA 33434** PHONE (561)-392-1991 / FAX (561)-750-1452

WG K-8 SCHOOL SITE SKETCH OF DESCRIPTION DATE 02/14/2022 DRAWN BY F.B./ PG. SCALE AS SHOWN JOB NO.

RLF

N/A

9943



#### NOTES:

- 1, REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
- LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- BEARINGS SHOWN HEREON ARE RELATIVE TO A RECORD BEARING OF NOO'00'00"E ALONG THE EAST RIGHT-OF-WAY
  LINE OF N/S ROAD A (POWERLINE ROAD) AS DESCRIBED IN OFFICIAL RECORDS BOOK 3071, PAGE 2651, PUBLIC
  RECORDS OF ST. LUCIE COUNTY, FLORIDA
- DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

#### CERTIFICATE:

HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON FEBRUARY 14, 2022. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 2 OF 5



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452

WG K-8 SCHOOL SITE SKETCH OF DESCRIPTION RONNIE L. FURNISS PROFESSIONAL SURVEYOR AND MAPPER LS6272 STATE OF FLORIDA L.B. 3591 DATE 02/14/2022
DRAWN BY RLF
F.B./ PG. N/A
SCALE AS SHOWN
JOB NO. 9943

