

This instrument prepared by:

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**SECOND AMENDED AND RESTATED EDUCATIONAL FACILITIES IMPACT FEE  
CREDIT AGREEMENT BETWEEN MATTAMY PALM BEACH LLC, THE CITY OF  
PORT ST. LUCIE AND THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA  
[SOUTHERN GROVE DRI]**

**THIS AMENDED AND RESTATED EDUCATIONAL FACILITIES IMPACT FEE  
CREDIT AGREEMENT** ("Agreement") is made and entered into as of the 13 day of May, 2025 ("Effective Date"), by and among MATTAMY PALM BEACH LLC, a Delaware limited liability company ("Developer"), THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA, governing body of the School District of St. Lucie County, Florida ("School Board"), and THE CITY OF PORT ST. LUCIE, a Florida municipal corporation ("City").

**WITNESSETH**

**WHEREAS**, on or about September 17, 2007, Horizons Acquisition 5, LLC, a Florida limited liability company, and Horizons St. Lucie Development, LLC, a Florida limited liability company, (collectively "Horizons") and the School Board entered into that certain Educational Facilities Impact Fee Credit Agreement, as recorded in Official Records Book 2889, Page 650, of the Public Records of St. Lucie County, Florida ("Original Agreement"); and

**WHEREAS**, purpose of the Original Agreement was to facilitate Horizons obligations to convey property to the School Board; and

**WHEREAS**, Developer is the successor-in-interest to Horizons and is the master developer of the Southern Grove (as defined herein) pursuant to various documents facilitating the transfer of the majority of Southern Grove (as defined herein) from the Tradition Land Company, LLC to Developer; and

**WHEREAS**, the Developer and School Board entered into that certain Amended and Restated Educational Facilities Impact Fee Credit Agreement Between Mattamy Palm Beach LLC and the School Board of St. Lucie County, Florida [Southern Grove DRI] having an effective date of March 9, 2021 (the "First Restated Agreement"), such First Restated Agreement established the respective rights and obligations of the parties regarding the donation of property or services 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, among other provisions; and

**WHEREAS**, the First Restated Agreement was never recorded and is attached hereto as Exhibit "A"; and

**WHEREAS**, the First Restated Agreement contemplated the conveyance of two school sites to the School Board; and

**WHEREAS**, whereas the location of the two school sites are depicted on **Exhibit “B”** and the school sites will be referred to throughout as the First School Site and the Second School Site, and collectively sometimes as the School Sites; and

**WHEREAS**, notably, while Developer is the successor-in-interest to Horizons, and is the owner of the First School Site, Developer did not acquire the Second School Site when it acquired its interests in the Southern Grove (as defined herein); and

**WHEREAS**, the Port St. Lucie Governmental Finance Corporation, a Florida not for profit corporation (“GFC”) acquired the Second School Site and subsequently conveyed the Second School Site to the City; and

**WHEREAS**, subsequent to the execution of the First Restated Agreement the City, Developer and School Board negotiated that the City retain the second School Site and that the Developer convey the First School Site to the School Board subject to the conditions outlined herein; and

**WHEREAS**, Developer, City and the School Board desire to amend, restate and replace in its entirety the First Restated Agreement, as more fully set forth and provided for herein; and

**WHEREAS**, Developer is the developer of a mixed-use development containing approximately 7,674 dwelling units (excluding age restricted units), nonexempt residential units (“Non-exempt Total”) located in St. Lucie County, Florida, currently known as the Southern Grove Development of Regional Impact (“Southern Grove”), which is a development of regional impact approved under the provisions of Section 380.06, Florida Statutes, as amended; and

**WHEREAS**, the current geographic boundaries of the lands known as Southern Grove include all of those lands the legal description of which is attached hereto as **Exhibit “C”** (the “Southern Grove Property”); and

**WHEREAS**, Developer’s predecessors-in-interest, along with other developers, entered into an Annexation Agreement dated July 19, 2004, with the City, as amended (collectively the “Annexation Agreement”), which Annexation Agreement governs in part the development of the Southern Grove Property; and

**WHEREAS**, the Annexation Agreement provides that Developer shall convey to the City a future school site (“Future School Site”); 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 Southern 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 pursuant to a Credit Agreement (as defined therein) shall satisfy the requirement for dedication of a school site as set forth in the Annexation Agreement; and

**WHEREAS**, the Interlocal Agreement, in particular paragraph 5 thereof, provides that conveyance of Future School Sites and payment of applicable educational impact fees will adequately address the educational facility requirements anticipated for Southern Grove, however, paragraph 5 also indicates that the form of the Credit Agreement may be modified due to intervening changes in the applicable ordinance and policy, and any condition, limitation, or circumstance that may be specific to a particular Future School Site or Western Annexation Project; and

**WHEREAS**, the School Board and City acknowledge that the School Board’s policy and circumstances related to the Second School Site have changed and that the Second School Site is no longer needed to meet the School Board’s needs; and

**WHEREAS**, instead the School Board desires for the City to retain the Second School Site in exchange for the City’s payment of its appraised value to the School Board; and

**WHEREAS**, Developer has requested the School Board and the City 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-R136 and, as amended by Resolution 24-R55, (collectively “Existing Development Order”); and

**WHEREAS**, the Development Order for the Southern Grove Development of Regional Impact (“Southern Grove DO”), which includes as Exhibit 1 thereof, certain conditions of approval, and in particular condition number 62 which requires Developer 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 Southern Grove, with appropriate impact fee reimbursements for same; and

**WHEREAS**, Developer proposes to donate the First School Site within Southern Grove to the School Board for the future location of new public educational facilities and related auxiliary facilities (as such terms are defined in Section 1013.01(6) and (2), Fla. Stat., respectively); 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 St. Lucie County; and

**WHEREAS**, the City proposes to provide payment to the School Board for the appraised value of the Second School Site in lieu of conveying a second school site to the School Board; and

**WHEREAS**, Developer, City and the School Board desire to establish their respective rights and obligations regarding the purchase and 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 donations, with respect to nonexempt residential development within the Southern Grove Property and to assure that public school facilities are available concurrent with the impacts generated by new residential development in the Southern Grove Property;

**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, as amended and restated herein, 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, City 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 Southern 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 Southern Groves does not exceed 7,674 units (excluding age restricted units), (a) the conveyance by Developer to the School Board of the First School Site pursuant to this Agreement; (b) payment of the appraised value of the Second School Site by the City; and (c) the payment of Impact Fees that will be due upon development within Southern Grove pursuant to the Educational Facilities Impact Fee Ordinance will adequately address the educational facility requirements of Southern Grove.

**Section 3. Donations of Property and Services.** Developer will convey to the School Board the School Sites 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 and Payment of Appraised Value.** With respect to each of the School Sites are described above:

I. Donation by Developer

A. The First 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 Southern Grove system (except that required for water quality pretreatment, which shall be provided on the school site), Notwithstanding the foregoing, the First School Site (K-8 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 each such site cannot be accommodated off-site in the master stormwater system for Southern Grove.

B. The soils, existing topographic, and vegetative conditions of the First School Site shall be appropriate as determined by the School Board for the construction of public schools 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 First School Site shall be located approximately as shown on **Exhibit "B"** (or such alternate sites as may mutually be agreed upon by the School Board and 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 First School Site shall have available to the perimeter of each 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 each 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 CDD 1 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 buildings on the First School Site; and all other service charges, subject to the provisions of Section 4.D(3) with respect to irrigation charges. Notwithstanding the preceding, in the event irrigation services are not available, Tradition CDD 1 shall allow use of a stormwater maintenance pond or groundwater well on the First School Site as a source of irrigation until alternative irrigation services are available to the First School Site.

(3) At the time of conveyance of the First School Site to the School Board, Developer shall provide (a) verifiable evidence of the amount of any payment made to assure availability of irrigation service to the First 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 First 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 First 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 First School Site, the School Board shall give Developer no less than one (1) year prior written notice of its need for water, sewer, irrigation, drainage and transportation access services to be provided to the First School Site, but in no event shall such notice be for a service date prior to December 31, 2026, for the First School Site in Southern Grove, except as may otherwise be agreed in writing between the School Board and the Developer.

E. Developer shall deliver the First School Site in accordance with Section 4.A. through 4. D. above prior to the earlier of (1) the construction of 2,500 residential dwelling units in Southern Grove or (2) March 31, 2026 (“Delivery Date”). However, the Developer may agree to deliver the First School Site prior to the Delivery Date. Developer and the School Board may mutually agree, by way of an amendment to this Agreement, to a date that is earlier to or later than the Delivery Date set forth herein.

F. If any comprehensive plan amendment, rezoning, subdivision plat, or other land use authorization is required for the First 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. In the event the First School Site property has not been rezoned, or other approvals are outstanding by the Delivery Date, either party may elect to postpone delivery of the First School Site until such time that is up to thirty (30) days after all zoning and other approvals are completed, provided such extended closing date is no more than ninety (90) days after the original Delivery Date set forth in Section 4.E. above.

G. If any of the criteria set forth in Sections 4.A through 4.D above cannot be met or if any required approval as set forth in Section 4.F cannot be obtained for the First School Site by the Delivery Date in Section 4.E. above, as same may be extended, Developer may convey an alternative site in an area mutually acceptable to Developer and the School Board, by way of an amendment to this Agreement, and meeting all of the criteria applicable to the originally identified site.

H. The Developer may reserve for the use and benefit of the master property owner’s associations for Southern Grove (“Association(s)”) landscape easements along the

perimeter of the First School Site (“Landscape Easements”). The Landscape Easements shall be not more than ten (10) feet in width, and shall permit the Association(s) 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 First School Site is located (“Landscape Criteria”), as determined by the Association(s), (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 First 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 First School Site, the Association(s) may, at the option of the Association(s) with respect to the First 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 First School Site for a period of time, each as specified by the Association(s) 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.

II. Payment to School Board by City

- A. In lieu of donation of the Second School Site to the School Board, the School Board desires the cash value of the Second School Site. The City agrees to provide payment to the School Board in the amount of \$2,820,000.00 (“Second School Site Payment”), which is the appraised value of the Second School Site pursuant to the November 4, 2024, appraisal report by Callaway & Price, Inc.
- B. The City agrees to make the Second School Site payment to the School Board within forty-five (45) days of the Effective Date. The City’s failure to make the Second School Site Payment as provided for herein shall not be deemed a default of the Developer and shall not affect Developer’s right to obtain the Impact Fee Credit provided Developer is otherwise in compliance with this Agreement.

III. Satisfaction of Southern Grove DO and Annexation Agreement

The City agrees that said conveyance of the First School Site and said provision of the cash value of the Second School Site to the School Board, satisfies the requirements of the Southern Grove DO and the Annexation Agreement for schools and school siting.

**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 First 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:

A. Subject to the provisions of Section 5.B, the Impact Fee Credit for donation of the First School Site shall be calculated as follows, which the parties agree is consistent with the requirements set forth in Section 163.31801, Fla. Stat (2024): the aggregate of (1) the Appraised Value (as defined below) of the First 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 First 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 applicable School Site as provided in Section 4.D(1) and (b) any payment to assure irrigation service to the First School Site as provided in Section 4.D(3). At closing of the First School Site conveyance to the School Board, the School Board and the Developer shall prepare and execute a confirmation of the donation (“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 First School Site, the School Board and Developer shall each obtain, at each’s respective expense, an independent appraisal of the First School Site (“Appraisal”). Each Appraisal 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 First School Site 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 First 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 First School 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 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 163.3180, Fla. Stat (2024).

(3) From the date the First School Site is conveyed to the School Board until all Impact Fee Credits are exhausted, Developer shall provide a quarterly report to the School Board and the City 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 the First 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 First 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 ensure 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 Southern 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 Southern Grove, the building permit applicants for all remaining nonexempt residential units in Southern Grove shall pay directly to the City, 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, St. Lucie 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 Sites.**

A. The First 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 Southern 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 First 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 public 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 First 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 First 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 DRI and/or the Western Grove Development of Regional Impact.

C. Developer agrees for the First School Site (a) to furnish 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 First School Site shall be considered creditable expenditures as provided in Section 5.A(2) of this Agreement.

D. Developer may continue to use the First School Site prior to the conveyance to the School Board. Upon conveyance, Developer may continue to use the First 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 First 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 Southern Grove as described in **Exhibit "C"** or any other property within St. Lucie County that will receive "benefits" from contribution of the First School Site within the meaning of such term as used in Section 163.3180, Florida Statutes, including but not necessarily limited to properties located in the Western Grove Development of Regional Impact and Tradition Development of Regional Impact. 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 Southern Grove or any other property within St. Lucie County that will receive "benefits" from contribution of the First School Site within the meaning of such term as used in Section 163.3180, Florida Statutes, and as set forth in Section 9 above. Any such assignment of credit shall be by recordable written instrument with a copy to the School Board and the City.

**Section 11. Disclosure of Interested Parties.** Not less than ten (10) days prior to the closing date on conveyance of the First 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, binding upon the heirs, successors, and assigns of the Developer, the City and the School Board. As to the First School Site and the Developer's obligations set forth herein, this Agreement shall be considered as a covenant running with the First School Site land.

**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. (Intentionally Omitted)**

**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:

Superintendent  
9461 Brandywine Lane  
Fort Pierce, FL 34947-5414

With copies to:

Assistant Superintendent for Business  
Services  
9461 Brandywine Lane  
Fort Pierce, FL 34947-5414

And to:

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

If to Developer:

Mattamy Palm Beach LLC  
Attn: Dan Grosswald  
1500 Gateway Blvd, Ste 212  
Boynton Beach, FL 33426

With copies to:

Fox McCluskey Bush Robison, PLLC  
Attn: Tyson Waters, Esq.  
3461 SE Willoughby Blvd.  
Stuart, FL 34994

And to:

Mattamy Palm Beach LLC

Attn: Nicole Marginian Swartz  
4901 Vineland Road, Suite 450  
Orlando, FL 32811

If to City:

City of Port St. Lucie  
121 SW Port St. Lucie Boulevard, Building A  
Port St. Lucie, Florida 34984  
Attention: City Manager

With a copy to:  
City of Port St. Lucie  
121 SW Port St. Lucie Boulevard, Building A  
Port St. Lucie, Florida 34984  
Attention: City Attorney

**Section 17. Indulgence Not Waiver.** The indulgence of any 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 all parties and recorded as provided in Section 12.

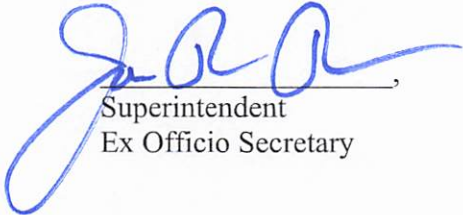
**Section 19. Interpretation; Venue.** This Agreement shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for any party to initiate legal action regarding this Agreement, 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. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, ALL PARTIES HEREBY WAIVE THEIR RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or termination of this Agreement.

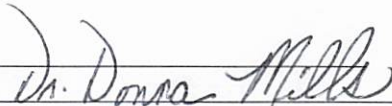
*(Remainder of page intentionally left blank; signature pages follow)*

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**

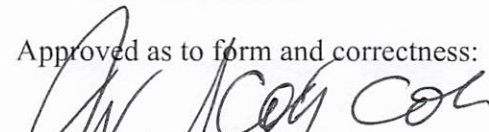
Attest:

  
\_\_\_\_\_  
Superintendent  
Ex Officio Secretary

By:   
\_\_\_\_\_  
Dr. Donna Mills,  
Chairman

Date: 5-13-2025

Approved as to form and correctness:

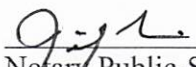
  
\_\_\_\_\_  
W. Scott Cole, School Board Attorney

**STATE OF FLORIDA  
COUNTY OF ST. LUCIE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13 day of May, 2025, by Dr. Jon R. Prince and Dr. Donna Mills, as Superintendent and Ex Officio Secretary and Chairman of the Board, respectively, of the School Board of St. Lucie County, Florida. They are ☒ personally known to me, or ☐ have produced \_\_\_\_\_ as identification.

[Notary Seal]



  
\_\_\_\_\_  
Notary Public-State of Florida  
Print Name: Jennifer Lincoln  
My commission expires 8-01-2025

Bianca Magloire  
Print Name: Bianca Magloire  
Witness 2500 Quantum Lakes Drive  
Ste 15, Boynton Beach, FL 33426

Eric Serrano  
Print Name: ERIC SERRANO  
Witness 2500 Quantum Lakes Dr  
Boynton Beach FL 33426

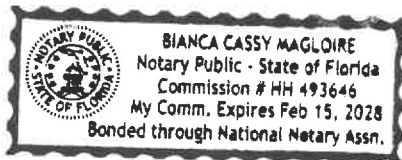
**Mattamy Palm Beach LLC**, a Delaware limited liability company

By: Karl Albertson, Vice President  
Date: 4/28/25

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28<sup>th</sup> day of April, 2025, by Karl Albertson, as Vice President of Mattamy Palm Beach LLC, on behalf of the company. He/she is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

[Notary Seal]



Bianca Magloire  
Notary Public-State of Florida  
Print Name: Bianca Magloire  
My commission expires: 2/15/2028

\* \* \*

**THE CITY OF PORT ST LUCIE**

City of Port St. Lucie, Florida,  
a Florida municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Approved as to form and correctness:

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney



**EXHIBIT “A”  
FIRST RESTATED AGREEMENT**

---

(see attached)

This instrument prepared by:

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)

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

THIS AMENDED AND RESTATED EDUCATIONAL FACILITIES IMPACT FEE CREDIT AGREEMENT ("Agreement") is made and entered into as of the 9 day of March, 2021 ("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, on or about September 17, 2007, Horizons Acquisition 5, LLC, a Florida limited liability company, and Horizons St. Lucie Development, LLC, a Florida limited liability company, (collectively "Horizons") and the School Board entered into that certain Educational Facilities Impact Fee Credit Agreement, as recorded in Official Records Book 2889, Page 650, of the Public Records of St. Lucie County, Florida ("Original Agreement"); and

WHEREAS, Developer is the successor-in-interest to Horizons for purposes of, and relating to, the terms and conditions of the Original Agreement; and

WHEREAS, Developer and the School Board desire to amend, restate and replace in its entirety the Agreement, as more fully set forth and provided for herein; and

WHEREAS, Developer is the developer of a mixed-use development containing approximately 7,388 nonexempt residential units ("Nonexempt Total") located in St. Lucie County, Florida, currently known as the Southern Grove Development of Regional Impact ("Southern Grove"), which is a development of regional impact approved under the provisions of Section 380.06, Florida Statutes, as amended; and

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

WHEREAS, Developer's predecessors-in-interest, along with other developers, entered into an Annexation Agreement dated July 19, 2004, with the City of Port St. Lucie ("City"), as

amended (collectively the "Annexation Agreement"), which Annexation Agreement governs in part the development of the Southern Grove Property; and

WHEREAS, the Annexation Agreement provides that Developer shall convey to the City a future school site ("Future School Site"); 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 Southern 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

WHEREAS, the Interlocal Agreement, in particular paragraph 5 thereof, provides that conveyance of Future School Sites and payment of applicable educational impact fees will adequately address the educational facility requirements anticipated for Southern 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 15-R95, the Development Order for the Southern Grove Development of Regional Impact ("Southern Grove DO"), which includes as Exhibit 1 thereof, certain conditions of approval, and in particular condition number 62 which requires Developer 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 Southern Grove, with appropriate impact fee reimbursements for same; and

WHEREAS, Developer proposes to donate to the School Board two (2) sites within Southern Grove for the future location of new public educational facilities and related auxiliary facilities (as such terms are defined in Section 1013.01(6) and (2), Fla. Stat., respectively), which sites are generally depicted in the attached Exhibit "B" ("School Sites"); 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 Southern Grove Property and to assure that public school facilities are available concurrent with the impacts generated by new residential development in the Southern Grove Property;

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, as amended and restated herein, 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 Southern 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 Southern Groves does not exceed 7,388 units, (a) the conveyance by Developer to the School Board of the School Sites pursuant to this Agreement and (b) the payment of Impact Fees that will be due upon development within Southern Grove pursuant to the Educational Facilities Impact Fee Ordinance will adequately address the educational facility requirements of Southern Grove.

**Section 3. Donations of Property and Services.** Developer will convey to the School Board the School Sites 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 each of the School Sites that are to be conveyed as described above:

A. Each 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 Southern Grove system (except that required for water quality pretreatment, which shall be provided on the school site), Notwithstanding the foregoing, each K-8 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 each such site cannot be accommodated off-site in the master stormwater system for Southern Grove. The City, as evidenced by the

attached Joinder, agrees that said conveyance satisfies the requirements of the Southern Grove DO and the Annexation Agreement for schools and school siting.

B. The soils, existing topographic, and vegetative conditions on each of the School Sites shall be appropriate as determined by the School Board for the construction of public schools 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. Each School Site shall be located approximately as shown on Exhibit "B" (or such alternate sites as may mutually be agreed upon by the School Board and 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 Sites shall have available to the perimeter of each 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 each 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 buildings on the School Sites; 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 each School Site to the School Board, Developer shall provide (a) verifiable evidence of the amount of any payment made to assure 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 such 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 each 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 that School Site, but in no event shall such notice be for a service date prior to December 31, 2022, for the first School Site in Southern Grove nor prior to December 31, 2026, for the second School Site in Southern Grove, except as may otherwise be agreed in writing between the School Board and the Developer.

E. Developer shall deliver the first School Site for Southern Grove in accordance with Sections 4.A through 4.D above prior to the earlier of (1) the construction of 2,500 residential dwelling units in Southern Grove or (2) December 31, 2022, provided however, that Developer may agree to deliver the first School Site prior to such date. Developer shall deliver the second School Site for Southern Grove in accordance with Sections 4.A through 4.D above upon the earlier of (1) the construction of 5,000 residential dwelling units in Southern Grove or (2) December 31, 2026, provided however, that Developer is not required to deliver the second School Site earlier than the date which is twelve (12) months following the commencement of construction of the westerly continuation of the Becker Road extension within the Southern Grove Property. 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 either of the School Sites 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 any of the School Sites, 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.

H. The Developer may reserve for the use and benefit of the master property owner's association for Southern Grove ("Association") landscape easements along the perimeter of each 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 4.1.

When developing each 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 any School Site, the Association may, at the option of the Association with respect to each 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 a 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:

A. Subject to the provisions of Section 5.B, the Impact Fee Credit for donation of each of the two School Sites 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 applicable 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 applicable School Site as provided in Section 4.D(1) and (b) any payment to assure irrigation service to the applicable School Site as provided in Section 4.D(3). At closing of each 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 each of the School Sites, the School Board shall obtain, at its expense, two independent appraisals of the applicable 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 each of 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 a 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 such 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 first of the School Sites 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 each of the School Sites 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 each 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 Southern 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 Southern Grove, the building permit applicants for all remaining nonexempt residential units in Southern 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 Sites.**

A. Each of the School Sites donated by Developer to the School Board shall be delivered by special warranty deeds 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 Southern 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 public 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. Each of the special warranty deeds to the School Sites 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 each 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 DRI and/or the Western Grove Development of Regional Impact.

C. Developer agrees, for each of the respective School Sites, (a) to furnish 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 a 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 Sites prior to the conveyance to the School Board. Upon conveyance, Developer may continue to use the School Sites 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 Sites.

**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 Southern Grove as described in Exhibit “A” or any other property within St. Lucie County that will receive “benefits” from contribution of the School Sites 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 Southern Grove or any other property within St. Lucie County that will receive “benefits” from contribution of the School Sites 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 each of the School Sites 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:

Superintendent  
9461 Brandywine Lane  
Fort Pierce, FL 34947-5414

With copies to:

Assistant Superintendent for Business  
Services  
9461 Brandywine Lane  
Fort Pierce, FL 34947-5414

And to:

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

If to Developer:  
Mattamy Palm Beach, LLC  
Attn: Dan Grosswald  
1500 Gateway Blvd, Ste 212  
Boynton Beach, FL 33426

With copies to:  
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, Florida 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)*

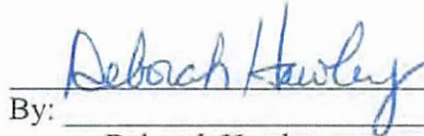
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

**THE SCHOOL BOARD OF ST. LUCIE  
COUNTY, FLORIDA**

Attest:



Superintendent  
Ex Officio Secretary

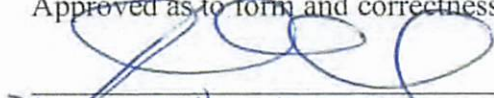


By:

Deborah Hawley,  
Chairman

Date: 3-9-2021

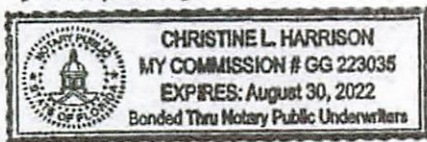
Approved as to form and correctness:

  
Daniel B. Harrison School Board Attorney

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9<sup>th</sup> day of March, 2021, by E. Wayne Gent and Deborah Hawley, as Superintendent and Ex Officio Secretary and Chairman of the Board, respectively, of the School Board of St. Lucie County, Florida. They are ☒ personally known to me, or ☐ have produced \_\_\_\_\_ as identification.

[Notary Seal]



Christine L. Harrison

Notary Public-State of Florida

Print Name: Christine L. Harrison

My commission expires 8-30-2022

[Signature]  
Print Name: Lindsey Gilkerson  
Witness  
[Signature]  
Print Name: Jenny Bunner  
Witness

**Mattamy Palm Beach, LLC**, a Delaware limited liability company

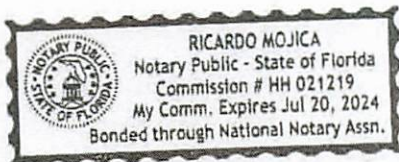
By: [Signature]  
Tony Palumbo, Manager VICE PRESIDENT  
Date: 2/25/2021

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25<sup>th</sup> day of February, 2021, by Tony Palumbo, 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.

[Notary Seal]

[Signature]  
Notary Public-State of Florida  
Print Name: Ricardo Mojica  
My commission expires: July 20, 2024



\* \* \*

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

The City of Port St. Lucie hereby joins in this Amended and Restated Educational Facilities Impact Fee Credit Agreement between Mattamy Palm Beach, LLC, and the School Board of St. Lucie County, Florida (Southern 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 Sites as contemplated in the Agreement satisfies Developer's school and school siting requirements under the Annexation Agreement dated July 19, 2004 and recorded on January 13, 2005, in Official Records Book 2137, Page 2419, of the Public Records of St. Lucie County, Florida, as amended, and Resolution 15-R95, the Development Order for the Southern Grove Development of Regional Impact.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

City of Port St. Lucie, Florida,  
a Florida municipal corporation

By: \_\_\_\_\_,  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Approved as to form and correctness:

By: \_\_\_\_\_,  
\_\_\_\_\_, City Attorney

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF SOUTHERN GROVE PROPERTY**

---

A PARCEL OF LAND LYING IN SECTIONS 15, 22, 23, 26, 27, 34 AND 35 TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GATLIN BOULEVARD, ALSO BEING THE NORTH LINE OF SAID SECTION 15, AS SHOWN ON THE PLAT OF TRADITION PLAT NO. 6, RECORDED IN PLAT BOOK 42, PAGES 5, 5A THROUGH 5F, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA AND THE WESTERLY LIMITS OF THOSE LANDS DESCRIBED IN AN ORDER OF TAKING DATED JULY 4, 1979 AND RECORDED IN OFFICIAL RECORDS BOOK 311, PAGES 2946 THROUGH 2952, INCLUSIVE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR STATE R:\500-599\B500\OVER\B500SD MID.doc ROAD NO. 9 (I-95), SECTION 94001 - 2412, DATED 06/02/77, WITH LAST REVISION OF 09/11/79; THENCE SOUTH 00°01'45" WEST AS A BASIS OF BEARINGS, A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID GATLIN BOULEVARD, ALSO BEING THE WESTERLY LINE OF SAID STATE ROAD NO. 9 (I-95) AND ALSO BEING THE SOUTHEAST CORNER OF SAID TRADITION PLAT NO. 6 AND TO THE POINT OF BEGINNING; THENCE TRAVERSING THE SAID WESTERLY LINE BY THE FOLLOWING TWENTY-FOUR (24) COURSES:

1. SOUTH 89°58'15" EAST, A DISTANCE OF 242.61 FEET;
2. SOUTH 00°01'45" WEST, A DISTANCE OF 20.00 FEET;
3. SOUTH 89°58'15" EAST, A DISTANCE OF 318.60 FEET;
4. SOUTH 81°56'34" EAST, A DISTANCE OF 515.34 FEET;
5. SOUTH 69°58'48" EAST, A DISTANCE OF 276.75 FEET;
6. SOUTH 52°20'12" EAST, A DISTANCE OF 908.27 FEET;
7. SOUTH 43°16'30" EAST, A DISTANCE OF 590.74 FEET;
8. SOUTH 27°42'53" EAST, A DISTANCE OF 580.97 FEET;
9. SOUTH 19°56'04" EAST, A DISTANCE OF 1197.74 FEET;
10. SOUTH 18°47'19" EAST, A DISTANCE OF 2565.69 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 24749.33 FEET;
11. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°11'10", AN ARC DISTANCE OF 1376.21 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A LINE (THE RADIUS POINT OF SAID CURVE BEARS NORTH 68°01'31" EAST FROM THIS POINT);
12. NORTH 00°02'34" EAST ALONG SAID LINE, A DISTANCE OF 53.48 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 24729.33 FEET (THE RADIUS POINT OF SAID CURVE BEARS NORTH 68°08'25" EAST FROM THIS POINT);
13. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°31'59", AN ARC DISTANCE OF 681.68 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A LINE (THE RADIUS POINT OF SAID CURVE BEARS NORTH 66°36'26" EAST FROM THIS POINT);
14. SOUTH 65°16'33" EAST ALONG SAID LINE, A DISTANCE OF 59.98 FEET;
15. SOUTH 23°27'14" EAST, A DISTANCE OF 5.99 FEET;
16. SOUTH 10°06'31" WEST, A DISTANCE OF 72.11 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 24729.33 FEET (THE RADIUS POINT OF SAID CURVE BEARS NORTH 66°21'02" EAST FROM THIS POINT);
17. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°31'35", AN ARC DISTANCE OF 4543.28 FEET TO A POINT OF TANGENCY WITH A LINE;



18. SOUTH 34°10'33" EAST ALONG SAID LINE, A DISTANCE OF 1712.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 6987.97 FEET;
19. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°45'21", AN ARC DISTANCE OF 3629.11 FEET TO A POINT OF TANGENCY WITH A LINE;
20. SOUTH 04°25'12" EAST ALONG SAID LINE, A DISTANCE OF 1751.36 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 24381.33 FEET;
21. SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°30'14", AN ARC DISTANCE OF 1916.56 FEET TO A POINT OF TANGENCY WITH A LINE;
22. SOUTH 00°05'02" WEST ALONG SAID LINE, A DISTANCE OF 724.96 FEET;
23. SOUTH 09°10'27" WEST, A DISTANCE OF 101.27 FEET;
24. SOUTH 00°05'02" WEST, A DISTANCE OF 483.47 FEET TO A POINT ON THE NORTHERLY LINE OF LAND DESCRIBED IN DEED DATED MAY 12, 1951 TO CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT AND RECORDED IN DEED BOOK 165, PAGES 361 THROUGH 362, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-23;

THENCE DEPARTING SAID STATE ROAD NO. 9 (I-95) AND TRAVERSING ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF CANAL C-23 BY THE FOLLOWING TWO (2) COURSES:

1. NORTH 89°54'36" WEST, A DISTANCE OF 4896.74 FEET;
2. NORTH 89°54'26" WEST, A DISTANCE OF 5221.40 FEET TO A POINT ON THE EASTERLY LINE OF A 30 FOOT WIDE PARCEL DESCRIBED IN SPECIAL WARRANTY DEED DATED SEPTEMBER 1, 1987 TO METROPOLITAN LIFE INSURANCE COMPANY AND RECORDED IN OFFICIAL RECORD BOOK 557, PAGES 676 THROUGH 680, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA;

THENCE NORTH 00°05'34" EAST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF CANAL C-23 AND ALONG THE SAID EASTERLY LINE, A DISTANCE OF 17341.94 FEET; THENCE NORTH 89°50'39" WEST, A DISTANCE OF 2098.15 FEET; THENCE NORTH 00°02'55" WEST, A DISTANCE OF 3277.25 FEET; THENCE NORTH 89°57'05" EAST, A DISTANCE OF 200.00 FEET; THENCE NORTH 00°02'55" WEST, A DISTANCE OF 12.70 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 175.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°37'24", AN ARC DISTANCE OF 166.84 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRADITION FLAT NO. 6 AND BEING A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 300.00 FEET; THENCE TRAVERSING THE SAID SOUTHERLY LINE OF SAID TRADITION FLAT NO. 6 BY THE FOLLOWING THREE (3) COURSES:

1. NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°14'49", AN ARC DISTANCE OF 100.78 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 175.00 FEET;
2. NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°37'24", AN ARC DISTANCE OF 166.84 FEET TO A POINT OF TANGENCY WITH A LINE;
3. NORTH 89°57'05" EAST ALONG SAID LINE, A DISTANCE OF 2427.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 3606.173 ACRES, MORE OR LESS.

**EXHIBIT "B"**  
**DEPICTION OF 2 SOUTHERN GROVE SCHOOL SITES**

# LEGAL DESCRIPTION:

A PORTION OF PARCEL 25B ACCORDING TO SOUTHERN GROVE PLAT NO. 13, AS RECORDED IN PLAT BOOK 74, PAGE 10, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 25B OF THE ABOVE MENTIONED SOUTHERN GROVE PLAT NO. 13, THENCE S 33°37'18" W, A DISTANCE OF 305.32 FEET; THENCE S 13°10'01" E, A DISTANCE OF 68.24 FEET; THENCE S 11°01'24" W, A DISTANCE OF 0.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 11°01'24" W, A DISTANCE OF 151.88 FEET; THENCE S 16°59'22" E, A DISTANCE OF 115.17 FEET; THENCE S 58°41'08" E, A DISTANCE OF 236.07 FEET; THENCE S 08°26'23" E, A DISTANCE OF 239.39 FEET; THENCE S 19°35'41" W, A DISTANCE OF 18.24 FEET; THENCE N 90°00'00" E, A DISTANCE OF 1214.58 FEET TO A NON TANGENT CURVE CONCAVED TO THE EAST, HAVING A RADIUS OF 3897.00 FEET, THE CHORD OF WHICH BEARS N 11°07'43" W, A DISTANCE OF 664.60 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 665.41 FEET, THROUGH A CENTRAL ANGLE OF 09°47'00"; THENCE N 50°35'43" W, A DISTANCE OF 35.64 FEET; THENCE S 84°51'45" W, A DISTANCE OF 52.95 FEET TO A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 1650.00 FEET; THENCE NORTHWESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°07'41", A DISTANCE OF 1098.01 FEET; THENCE S 33°37'18" W, A DISTANCE OF 352.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.733 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 3



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

Ronnie  
Furniss

Digitally signed by Ronnie  
Furniss  
DN: cn=Ronnie, o=Caulfield & Wheeler, Inc., c=US  
Date: 2021.02.15 13:43:31  
+05'00'

RONNIE L. FURNISS  
PROFESSIONAL SURVEYOR  
AND MAPPER LS6272  
STATE OF FLORIDA  
L.B. 3591

DATE 02/15/2021

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 8490

SG SCHOOL SITE  
SKETCH OF DESCRIPTION



#### NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF S33°37'18"W ALONG THE WEST LINE OF PARCEL 25B, SOUTHERN GROVE PLAT NO. 13, AS RECORDED IN PLAT BOOK 74, PAGE 10, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

#### CERTIFICATE:

I 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 15, 2021. 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 3



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

**Ronnie Furniss**  
Digitally signed by Ronnie Furniss  
DN: cn=Ronnie, o=Caulfield & Wheeler, ou=Caulfield & Wheeler, email=ronnie@caulfieldandwheeler.com, c=US  
Date: 2021.02.15 13:46:07 -0500

RONNIE L. FURNISS  
PROFESSIONAL SURVEYOR  
AND MAPPER LS6272  
STATE OF FLORIDA  
L.B. 3591

DATE 02/15/2021

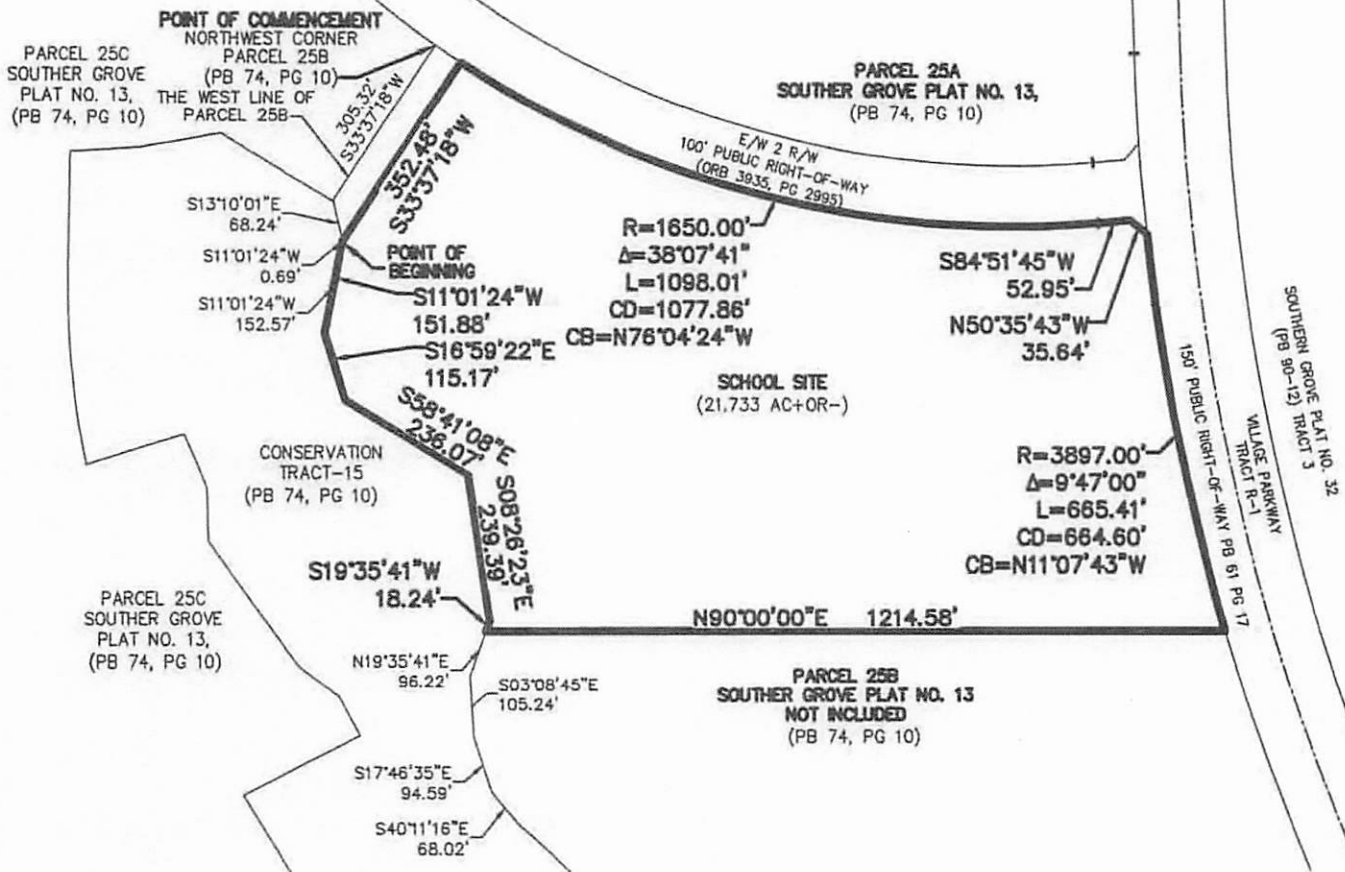
DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 8490

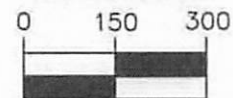
SG SCHOOL SITE  
SKETCH OF DESCRIPTION



# LEGEND

AC - ACERS  
 ORB - OFFICIAL RECORD BOOK  
 PB - PLAT BOOK  
 PG - PAGE

## GRAPHIC SCALE



( IN FEET )  
 1 INCH = 300 FT.



SHEET 3 OF 3



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

SG SCHOOL SITE  
 SKETCH OF DESCRIPTION

DATE	02/15/2021
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	8490

# LEGAL DESCRIPTION:

A PORTION OF PARCEL 28 ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 28 OF THE ABOVE MENTIONED SOUTHERN GROVE PLAT NO. 3, THENCE N 00°05'34" E, A DISTANCE OF 325.00 FEET TO A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 2065.00 FEET; THENCE NORTHERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'33", A DISTANCE OF 387.17 FEET TO A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 2215.00 FEET; THENCE NORTHERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'33", A DISTANCE OF 415.29 FEET; THENCE N 00°05'34" E, A DISTANCE OF 212.13 FEET; THENCE N 89°57'36" E, A DISTANCE OF 613.65 FEET; THENCE S 00°03'34" W, A DISTANCE OF 1336.32 FEET; THENCE N 89°54'26" W, A DISTANCE OF 689.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.066 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 3



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

Ronnie  
Furniss

Digitally signed by Ronnie  
Furniss  
DN: cn=Ronnie L. Furniss, o=Ronnie L. Furniss  
Mapping, ou=Caulfield &  
Wheeler, Inc, c=Florida  
Date: 2021.02.15 13:48:00  
+0500

RONNIE L. FURNISS  
PROFESSIONAL SURVEYOR  
AND MAPPER LS6272  
STATE OF FLORIDA  
L.B. 3591

DATE 02/15/2021

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 8490

SG SCHOOL SITE  
SKETCH OF DESCRIPTION





#### NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF  $N00^{\circ}05'34"E$  ALONG THE WEST LINE OF PARCEL 28, SSOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

#### CERTIFICATE:

I 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 15, 2021. 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 3



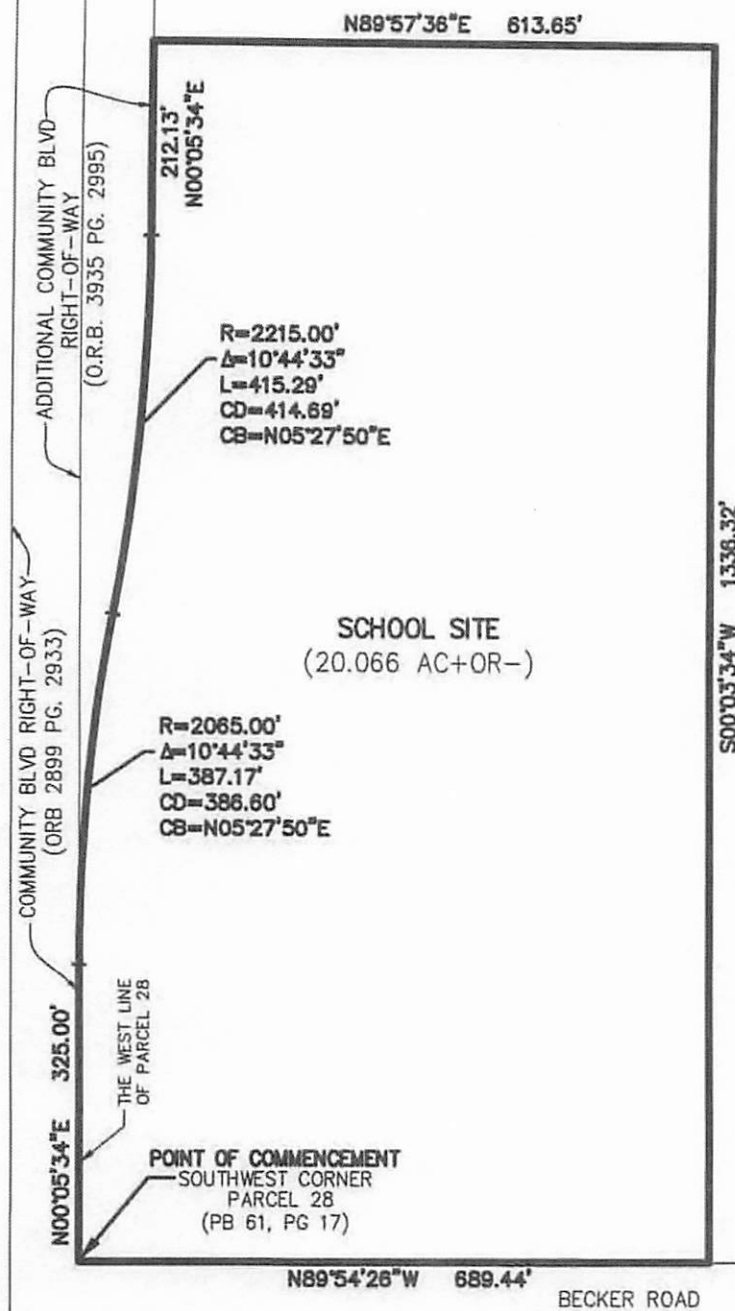
CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

**Ronnie Furniss**  
Digitally signed by Ronnie Furniss  
DN: cn=Ronnie L. Furniss, o=Caulfield & Wheeler, Inc., c=United States of America  
Date: 2021.02.15 13:49:57 -0500

RONNIE L. FURNISS  
PROFESSIONAL SURVEYOR  
AND MAPPER LS6272  
STATE OF FLORIDA  
L.B. 3591

DATE	02/15/2021
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	8490

SG SCHOOL SITE  
SKETCH OF DESCRIPTION



**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

**SG SCHOOL SITE**  
**SKETCH OF DESCRIPTION**

**SHEET 3 OF 3**

DATE 02/15/2021

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 8490



**EXHIBIT "B"**  
**GRAPHIC DEPICTION OF 2 SOUTHERN GROVE SCHOOL SITES**

**(see attached)**

# EXHIBIT "B" TO EXHIBIT "1" SOUTHERN GROVE

SOUTHERN GROVE Development Phasing						
Phases	Residential (DUs)	Retail (sq. ft.)	Office (sq. ft.)	Research & Development (sq. ft.)	Industrial (sq. ft.)	Hotel (rooms)
1 (2006-2027)	3,415	180,000	400,000	300,000	450,000	250
2 (2027-2032)	4,259	796,480	250,000	200,000	3,250,000	310
3 (2032-2037)		258,500	50,000	90,000	1,320,116	80
4 (2037-2042)		596,495	709,903	651,557	1,664,894	411
Total	7,674	1,831,475	1,409,903	1,201,557	5,745,000	1,051

## DRI CRA MAP LEGEND:

- RESIDENTIAL
- MIXED USE
- NEIGHBORHOOD VILLAGE CENTER
- EMPLOYMENT CENTER
- REGIONAL BUSINESS CENTER
- PROPOSED RIGHTS-OF-WAY
- UTILITY EASEMENT
- STORMWATER MANAGEMENT
- ACTIVE PARK
- SCHOOL
- ARCHEOLOGICAL SITE
- CONSERVATION AREA (W-#)
- LEGATION UPLAND WETLAND
- FIRE STATION LOCATION (Approximate)
- PEDESTRIAN/BIKE PATH (REQUIRED ON BOTH SIDES OF ARTERIALS) (REQUIRED ON BOTH SIDES OF COLLECTORS) (REQUIRED ON ONE SIDE OF E/W #2)
- MULTI-PURPOSE PATH (May be outside ROW)

## NOTES:

- 1/ CIVIC USES INCLUDE SCHOOL & SUPPORT FACILITIES AS WELL AS CULTURAL FACILITIES
- 2/ PROPOSED RIGHTS-OF-WAY AND STORMWATER MANAGEMENT PONDS, PED/BIKE/MULTI-PURPOSE PATHS, SCHOOLS, AND PARKS SHOWN FOR ILLUSTRATION ONLY. LOCATIONS SUBJECT TO CHANGE.
- 3/ ARCHEOLOGICAL SITE. -OTTER SITE (BSL1717)

SOUTHERN GROVE Conservation Areas		
ID	Wetland (ac)	Upland Buffer (ac)
CA2	W420	0.304
CA3	W421	0.453
CA4	W422	1.071
CA5	W436	0.860
CA7	W444	0.577
CA8	W438	1.542
CA9	W439	0.698
	W440	0.380
	W441	0.520
CA10	W442	1.101
CA11	W443	0.588
CA12	W447	1.845
	Live Oak	
CA13	Hammock	5.120
CA14	W452	4.857
CA15	W453	0.783
CA16	W463	6.000
CA17	W475	2.246
CA18	W456	1.537
CA19	W462	3.863
CA20	W466	1.021
CA21	W467	0.715
CA22	W461	6.789
CA23	W460	3.368
CA24	W469	2.083
	W470	0.670
CA25	W458	0.419
CA26	W471	5.052
CA28	W481	41.302
CA32	W483	3.965
	W457	0.829
	W465	3.096
Total	W464	100.634

## CRA PLAN LEGEND:

- MULTI-PURPOSE PATH (MAY BE OUTSIDE OF ROW)
  - PARK & RIDE
- SUPPORTIVE POLICIES AND NOTES:**
- 1) DEVELOPMENTS MUST CONNECT TO PATH AND SECONDARY PATH SYSTEMS.
  - 2) ARTERIAL ROAD CROSSINGS SHOULD BE AT MINOR INTERSECTIONS.
  - 3) ON SECONDARY PATHS, MULCH MAY BE UTILIZED WHERE PATH TRAVERSES CONSERVATION AREAS.
  - 4) THE CITY SHOULD CONTINUE THE PATH PROGRAM TO THE WEST.
  - 5) THE PATH SHOULD BE LOCATED ADJACENT TO DRAINAGE FACILITIES WHEN POSSIBLE.
  - 6) PATH LOCATIONS ARE GENERAL AND MAY CHANGE AT FINAL DESIGN.



Mattamy Palm Beach, LLC  
Owner

E&W Consultants, Inc.  
Environmental

Lucido & Associates  
Planning

MacKenzie Engineering & Planning, Inc.

Traffic  
LA: 19-200

Proposed Map H  
Master Development Plan

PROPOSED: May 31, 2024

**EXHIBIT "C"**  
**LEGAL DESCRIPTION OF SOUTHERN GROVE PROPERTY**

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A PARCEL OF LAND LYING IN SECTIONS 15, 22, 23, 26, 27, 34 AND 35 TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GATLIN BOULEVARD, ALSO BEING THE NORTH LINE OF SAID SECTION 15, AS SHOWN ON THE PLAT OF TRADITION PLAT NO. 6, RECORDED IN PLAT BOOK 42, PAGES 5, 5A THROUGH 5F, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA AND THE WESTERLY LIMITS OF THOSE LANDS DESCRIBED IN AN ORDER OF TAKING DATED JULY 4, 1979 AND RECORDED IN OFFICIAL RECORDS BOOK 311, PAGES 2946 THROUGH 2952, INCLUSIVE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR STATE P:\500-599\B589\OVER\B589SD MKD.doc ROAD NO. 9 (I-95), SECTION 94001 - 2412, DATED 06/02/77, WITH LAST REVISION OF 09/11/79; THENCE SOUTH 00°01'45" WEST AS A BASIS OF BEARINGS, A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID GATLIN BOULEVARD, ALSO BEING THE WESTERLY LINE OF SAID STATE ROAD NO. 9 (I-95) AND ALSO BEING THE SOUTHEAST CORNER OF SAID TRADITION PLAT NO. 6 AND TO THE POINT OF BEGINNING; THENCE TRAVERSING THE SAID WESTERLY LINE BY THE FOLLOWING TWENTY-FOUR (24) COURSES:

1. SOUTH 89°58'15" EAST, A DISTANCE OF 242.61 FEET;
2. SOUTH 00°01'45" WEST, A DISTANCE OF 20.00 FEET;
3. SOUTH 89°58'15" EAST, A DISTANCE OF 318.60 FEET;
4. SOUTH 81°56'34" EAST, A DISTANCE OF 515.34 FEET;
5. SOUTH 69°58'48" EAST, A DISTANCE OF 276.75 FEET;
6. SOUTH 52°20'12" EAST, A DISTANCE OF 908.27 FEET;
7. SOUTH 43°16'30" EAST, A DISTANCE OF 590.74 FEET;
8. SOUTH 27°42'53" EAST, A DISTANCE OF 590.97 FEET;
9. SOUTH 19°56'04" EAST, A DISTANCE OF 1197.74 FEET;
10. SOUTH 18°47'19" EAST, A DISTANCE OF 2565.69 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 24749.33 FEET;
11. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°11'10", AN ARC DISTANCE OF 1376.21 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A LINE (THE RADIUS POINT OF SAID CURVE BEARS NORTH 68°01'31" EAST FROM THIS POINT);
12. NORTH 00°02'34" EAST ALONG SAID LINE, A DISTANCE OF 53.48 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 24729.33 FEET (THE RADIUS POINT OF SAID CURVE BEARS NORTH 68°08'25" EAST FROM THIS POINT);
13. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°31'59", AN ARC DISTANCE OF 661.68 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A LINE (THE RADIUS POINT OF SAID CURVE BEARS NORTH 66°36'26" EAST FROM THIS POINT);
14. SOUTH 65°16'33" EAST ALONG SAID LINE, A DISTANCE OF 59.98 FEET;
15. SOUTH 23°27'14" EAST, A DISTANCE OF 5.99 FEET;
16. SOUTH 10°06'31" WEST, A DISTANCE OF 72.11 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 24729.33 FEET (THE RADIUS POINT OF SAID CURVE BEARS NORTH 66°21'02" EAST FROM THIS POINT);
17. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°31'35", AN ARC DISTANCE OF 4543.28 FEET TO A POINT OF TANGENCY WITH A LINE;

18. SOUTH 34°10'33" EAST ALONG SAID LINE, A DISTANCE OF 1712.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 6987.97 FEET;
19. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°45'21", AN ARC DISTANCE OF 3629.11 FEET TO A POINT OF TANGENCY WITH A LINE;
20. SOUTH 04°25'12" EAST ALONG SAID LINE, A DISTANCE OF 1751.36 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 24381.33 FEET;
21. SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°30'14", AN ARC DISTANCE OF 1916.56 FEET TO A POINT OF TANGENCY WITH A LINE;
22. SOUTH 00°05'02" WEST ALONG SAID LINE, A DISTANCE OF 724.96 FEET;
23. SOUTH 09°10'27" WEST, A DISTANCE OF 101.27 FEET;
24. SOUTH 00°05'02" WEST, A DISTANCE OF 483.47 FEET TO A POINT ON THE NORTHERLY LINE OF LAND DESCRIBED IN DEED DATED MAY 12, 1951 TO CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT AND RECORDED IN DEED BOOK 165, PAGES 361 THROUGH 362, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-23;

THENCE DEPARTING SAID STATE ROAD NO. 9 (I-95) AND TRAVERSING ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF CANAL C-23 BY THE FOLLOWING TWO (2) COURSES:

1. NORTH 89°54'36" WEST, A DISTANCE OF 4896.74 FEET;
2. NORTH 89°54'26" WEST, A DISTANCE OF 5221.40 FEET TO A POINT ON THE EASTERLY LINE OF A 30 FOOT WIDE PARCEL DESCRIBED IN SPECIAL WARRANTY DEED DATED SEPTEMBER 1, 1987 TO METROPOLITAN LIFE INSURANCE COMPANY AND RECORDED IN OFFICIAL RECORD BOOK 557, PAGES 676 THROUGH 680, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA;

THENCE NORTH 00°05'34" EAST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF CANAL C-23 AND ALONG THE SAID EASTERLY LINE, A DISTANCE OF 17341.94 FEET; THENCE NORTH 89°50'39" WEST, A DISTANCE OF 2096.15 FEET; THENCE NORTH 00°02'55" WEST, A DISTANCE OF 3277.25 FEET; THENCE NORTH 89°57'05" EAST, A DISTANCE OF 175.00 FEET; THENCE NORTH 00°02'55" WEST, A DISTANCE OF 12.70 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 175.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°37'24", AN ARC DISTANCE OF 166.84 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRADITION PLAT NO. 6 AND BEING A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 300.00 FEET; THENCE TRAVERSING THE SAID SOUTHERLY LINE OF SAID TRADITION PLAT NO. 6 BY THE FOLLOWING THREE (3) COURSES:

1. NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°14'49", AN ARC DISTANCE OF 100.78 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 175.00 FEET;
2. NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°37'24", AN ARC DISTANCE OF 166.84 FEET TO A POINT OF TANGENCY WITH A LINE;
3. NORTH 89°57'05" EAST ALONG SAID LINE, A DISTANCE OF 2427.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 3606.173 ACRES, MORE OR LESS.