

**AMENDED AND RESTATED
FIRE/EMS DEVELOPMENT AND IMPACT FEE
AGREEMENT FOR
SOUTHERN GROVE DEVELOPMENT OF REGIONAL IMPACT
AND WESTERN GROVE DEVELOPMENT OF REGIONAL IMPACT**

THIS AMENDED AND RESTATED FIRE/EMS DEVELOPMENT AND IMPACT FEE AGREEMENT (“Agreement”) is made and entered into as of this 15th day of April, 2020 (“Effective Date”) by and between the St. Lucie County Fire District, an independent special district of the State of Florida (“Fire District”) and Mattamy Palm Beach, LLC, a Delaware limited liability company (“Developer”) (Fire District and Developer sometimes referred to individually as a “Party” or collectively as the “Parties”).

WHEREAS, Fire District and Developer’s predecessors-in-interest have previously entered into that certain Fire/EMS Development and Impact Fee Agreement for Southern Grove Development of Regional Impact and Western Grove Development of Regional Impact dated September 19, 2007, and recorded in Official Records Book 2916, Page 661 of the Public Records of St. Lucie County, Florida, as amended by that certain First Amendment to Fire/EMS Development and Impact Fee Agreement for Southern Grove Development of Regional Impact and Western Grove Development of Regional Impact dated November 19, 2008, and recorded in Official Records Book 3062, Page 938 of the Public Records of St. Lucie County, Florida (collectively the “Original Agreement”); and

WHEREAS, Fire District and Developer desire to amend, restate and replace in its entirety the Original Agreement, pursuant to the terms and conditions more fully set forth herein;

WHEREAS, Fire District is an independent special district of the State of Florida responsible for the provision of fire and emergency medical services in incorporated and unincorporated St. Lucie County; and

WHEREAS, Developer is the developer of a project known as the Southern Grove Development of Regional Impact, which is a Development of Regional Impact under the provisions of Section 380.06, *Florida Statutes*, located on property in the City of Port St. Lucie (“City”) described in Exhibit “1” attached hereto (the “Southern Grove Property”); and

WHEREAS, Developer is the developer of a project known as the Western Grove Development of Regional Impact, which is a Development of Regional Impact under the

provisions of Section 380.06, *Florida Statutes*, located on property in the City described in Exhibit “2” attached hereto (the “Western Grove Property”); and

WHEREAS, the Southern Grove Property and the Western Grove Property are part of the area of the City commonly known as the Southwest Annexation Area, the Southern Grove Property and the Western Grove Property being sometimes hereinafter collectively referred to as the “Affected Property”; and

WHEREAS, Fire District wishes to locate one new sub-central Fire/EMS station of the standard design as depicted on composite Exhibit “3” hereto and equipped with the standard equipment described in Exhibit “4” hereto (a “New Station”) on each of the Southern Grove Property and the Western Grove Property; and

WHEREAS, pursuant to that certain Annexation Agreement dated July 19, 2004, as amended by amendments dated May 16, 2005, July 11, 2005, November 16, 2009, December 28, 2009, April 8, 2010, together with that certain Partial Release dated recorded on November 25, 2008, and that certain Final Release dated December 16, 2010 (as amended and modified, the “Annexation Agreement”), Developer, as successor-in-interest to the owners described therein as it relates to the Southern Grove Property and the Western Grove Property, is required to convey to the City a minimum site of no less than two and one-half (2.5) acre within the Southern Grove Property for purposes of locating a New Station thereon; and

WHEREAS, Developer wishes to convey a site within the Western Grove Property for purposes of locating a New Station thereon; and

WHEREAS, Fire District and Developer wish to assure that fire and emergency medical services are available to meet the demand created by the development of the Southern Grove Property and the Western Grove Property.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Recitations: The recitations above are true and correct and made a part of this Agreement by reference.

2. Developer Obligations:

(a) All applicable Fire/EMS impact fees shall continue to be paid for development within the Southern Grove Property and the Western Grove Property under Chapter 1-7.9 of the St. Lucie County Code of Ordinances, as same may be hereafter amended, subject to the provisions of paragraph 4 below.

following the date of completion of construction of a New Station on Western Grove Dedicated Parcel. A form of the deed for conveyance of the Western Grove Dedicated Parcel is attached hereto as Exhibit "6". The Southern Grove Dedicated Parcel and the Western Grove Dedicated Parcel are sometimes hereinafter referred to as the "Dedicated Parcels" and reference to the Dedicated Parcels shall mean both, each or one of them as the context dictates.

(iii) At the time of conveyance, Developer shall provide a real estate title policy to Fire District for the Southern Grove Dedicated Parcel in the amount of \$100,000.00 and shall provide a real estate title policy to Fire District for the Western Grove Dedicated Parcel in the amount of \$100,000.00, which policies for the Southern Grove Dedicated Parcel and for the Western Grove Dedicated Parcel indicate that there are no material encumbrances on the respective Dedicated Parcel that would prohibit the use of said Dedicated Parcel as a fire station. Developer agrees to pay, at the time of each closing, all reasonable closing costs for the conveyance of the Southern Grove Dedicated Parcel and the Western Grove Dedicated Parcel to the Fire District. If the Southern Grove Dedicated Parcel and/or the Western Grove Dedicated Parcel (as applicable) is subject to a Community Development District ("CDD") or a Special Assessment District ("SAD") when Developer conveys said Dedicated Parcel to the Fire District, said Dedicated Parcel shall be excluded or otherwise exempt from CDD and/or SAD (as applicable) assessments (which exemption may be based on use of the site). If said Dedicated Parcel is not excluded or otherwise exempt from the CDD and/or SAD assessments (as applicable) as provided in the foregoing sentence, Developer shall pay off any CDD and/or SAD (as applicable) assessments which are applicable to the Dedicated Parcel in full prior to conveying said Dedicated Parcel to the Fire District.

(c) Developer shall reimburse Fire District for interest payments on bonds obtained by Fire District for Fire District's costs of building the New Stations located on the Southern Grove Dedicated Parcel and the Western Grove Dedicated Parcel, subject to the following terms and conditions:

(i) At such time as the Fire District determines to build the first New Station on the Southern Grove Dedicated Parcel ("First New Station"), which determination shall be based on a documented and demonstrated need for the construction of the First New Station due to increased demand of established Fire/EMS adopted levels of service for providing fire and medical responses to the Southern Grove Property, and surrounding areas to be served by the First

(b) Developer shall convey two sites for New Stations subject to the following terms and conditions:

(i) At such time mutually agreeable to Fire District and Developer after the Effective Date, it being understood to be the Parties' intention to take such action as soon after the Effective Date as reasonably possible (the "Southern Grove Conveyance Date"), Developer shall convey to Fire District, the approximately two and one-half (2.5) acre site located within the Southern Grove Property graphically depicted on Exhibit "5" attached hereto, which is required pursuant to the Annexation Agreement (the "Southern Grove Dedicated Parcel"). Fire District agrees that the conveyance of the Southern Grove Dedicated Parcel meets all Fire District requirements for fire and emergency services sites for the Southern Grove Property including the requirements of the Annexation Agreement and in particular Paragraph 4.(i) thereof. Fire District further acknowledges that the Annexation Agreement required that the Southern Grove Dedicated Parcel be conveyed to the City and that said conveyance satisfies the obligations of the Annexation Agreement for fire and emergency services sites for the Southern Grove Property. Fire District agrees to accept the conveyance of the Southern Grove Dedicated Parcel with a covenant in the deed of conveyance restricting the use of the Southern Grove Dedicated parcel to a Fire/EMS station until the date which is twenty-five (25) years following the date of completion of construction of a New Station on the Southern Grove Dedicated Parcel. A form of the deed for the conveyance of the Southern Grove Dedicated Parcel is attached hereto as Exhibit "6".

(ii) At such time mutually agreeable to Fire District and Developer, but in no event more than ninety (90) days following Developer's receipt of the Second New Station Notice (as defined below) (the "Western Grove Conveyance Date"), Developer shall convey to Fire District, the approximately two and one-half (2.5) acre site located within the Western Grove Property graphically depicted on Exhibit "7" attached hereto, or such other site mutually agreeable to Fire District and Developer (the "Western Grove Dedicated Parcel"). The Parties acknowledge and agree that the Western Grove Dedicated Parcel may not be located on the site depicted on Exhibit "7" but agree that any such alternative site is intended be located within the Western Grove Property and the Parties shall work in good faith to identify an acceptable alternative site if not where shown on Exhibit "7." Fire District agrees to accept the conveyance of the Western Grove Dedicated Parcel with a covenant in the deed of conveyance restricting the use of the Western Grove Dedicated Parcel to a Fire/EMS station until a date which is twenty-five (25) years

New Station, as applicable, but in no event earlier than twelve (12) months prior to the year the First New Station is included in the Fire District's Capital Improvement Plan for construction, Fire District shall send written notice to Developer (the "First New Station Notice"), together with a detail of the budgeted costs ("First New Station Costs") of constructing and equipping such First New Station. The First New Station Costs shall be those bona fide costs of constructing and equipping the First New Station, based upon Fire District's standard design for a typical new station within St. Lucie County as depicted in the floor plan and elevation attached as composite Exhibit "3" hereto and equipping such First New Station with the standard equipment described in Exhibit "4" hereto. The First New Station Costs shall not include any excess costs (i.e., any costs of the First New Station over and above the budgeted costs for construction thereof based upon the standard design for a typical new station within St. Lucie County as described in the immediately preceding sentence, which budgeted costs for example in the year 2019 total approximately \$3,000,000.00 for construction and \$1,000,000.00 for equipping) of any design, enhanced landscaping or other alterations requested by Developer of the project in which the First New Station is being built, Fire District hereby agreeing that it shall look solely to Developer to pay such excess costs as more particularly set forth in subparagraph 3(e) below. Fire District shall use any and all impact fees collected from the Affected Properties for the payment of the First Fire Station Costs. In the event that sufficient impact fees have not been collected from the Affected Properties to equal or exceed the First New Station Costs, then Fire District may issue bonds for such deficient amounts for the construction of the First New Station Costs and in such case Developer shall be responsible for the payment of any and all interest that accrues on such bonds ("First Interest Payment"). After the issuance of said bonds, any impact fees collected from the Affected Properties shall be applied to, and used for, the pay down of the principal of any such outstanding bonds for the First New Station Costs. Fire District shall provide Developer a written invoice no more frequently than quarterly setting forth the accrued interest amount paid by Fire District on said bonds for which Developer is responsible for reimbursing Fire District pursuant to this Agreement, together with the outstanding principal balance on the bonds for the First New Station Costs, the amount of impact fees collected from the Affected Properties during such period, the principal amount of the First New Station Costs bonds paid down during such period, including the amount paid down from the impact fees collected from the Affected Properties, and such other information reasonably requested from Developer. Within sixty (60) days of receipt of such

written invoice documenting the accrued interest paid by Fire District for such period, Developer shall pay to Fire District such invoiced amount due hereunder. Notwithstanding anything to the contrary herein, in the event sufficient impact fees have been collected from the Affected Properties to equal or exceed the First New Station Costs, then no First Interest Payment is required and Developer shall have no responsibility for any additional payment towards or relating to the First New Station Costs.

(ii) At such time as the Fire District determines to build the second New Station on the Western Grove Dedicated Parcel (“Second New Station”), which determination shall be based on the documented and demonstrated need for the construction of the Second New Station due to increased demand established Fire/EMS adopted levels of service for providing fire and medical responses to the Western Grove Property, and surrounding areas to be served by the Second New Station, as applicable, but in no event earlier than twelve (12) months prior to the year the Second New Station is included in the Fire District's Capital Improvement Plan for construction, Fire District shall send written notice to Developer (the “Second New Station Notice”), together with a detail of the budgeted costs (“Second New Station Costs”) of constructing and equipping such Second New Station. The Second New Station Costs shall be those bona fide costs of constructing and equipping the Second New Station, based upon Fire District's standard design for a typical new station within St. Lucie County as depicted in the floor plan and elevation attached as composite Exhibit “3” hereto and equipping such Second New Station with the standard equipment described in Exhibit “4” hereto. The Second New Station Costs shall not include any excess costs (i.e., any costs of the Second New Station over and above the budgeted costs for construction thereof based upon the standard design for a typical new station within St. Lucie County as described in the immediately preceding sentence, which budgeted costs for example in the year 2019 total approximately \$3,000,000.00 for construction and \$1,000,000.00 for equipping) of any design, enhanced landscaping or other alterations requested by Developer of the project in which the Second New Station is being built, Fire District hereby agreeing that it shall look solely to Developer to pay such excess costs as more particularly set forth in subparagraph 3(e) below. The First Interest Payment shall not be included as Fire/EMS impact fees previously paid for the purposes of the calculation of the Second Interest Payment (as defined below). In the event that sufficient impact fees have not been collected from the Affected Properties to equal or exceed the Second New Station Costs, then Fire District may issue bonds

for such deficient amounts for the construction of the Second New Station Costs and in such case Developer shall be responsible for the payment of any and all interest that accrues on such bonds (“Second Interest Payment”)(the First Interest Payment and Second Interest Payment shall collectively be referred to as the “Interest Payment”). After the issuance of said bonds, any impact fees collected from the Affected Properties, and not applied towards the payment of outstanding principal on bonds obtained for the Second New Station Costs, if any, shall be applied to, and used for, the pay down of the principal of any such outstanding bonds for the Second New Station Costs. Fire District shall provide Developer a written invoice no more frequently than quarterly setting forth the accrued interest amount paid by Fire District on said bonds for which Developer is responsible for reimbursing Fire District pursuant to this Agreement, together with the outstanding principal balance on the bonds for the Second New Station Costs, the amount of impact fees collected from the Affected Properties during such period, the principal amount of the Second New Station Costs bonds paid down during such period, including the amount paid down from the impact fees collected from the Affected Properties, and such other information reasonably requested from Developer. Within sixty (60) days of receipt of such written invoice documenting the accrued interest paid by Fire District for such period, Developer shall pay to Fire District such invoiced amount due hereunder. Notwithstanding anything to the contrary herein, in the event sufficient impact fees have been collected from the Affected Properties to equal or exceed the Second New Station Costs, then no Second Interest Payment is required and Developer shall have no responsibility for any additional payment towards or relating to the Second New Station Costs.

(iii) Anything in this Agreement to the contrary notwithstanding, Developer shall not have to prepay or advance any Fire/EMS impact fees payable for development within the Southern Grove Property or the Western Grove Property towards Fire District’s costs of building any new Fire/EMS stations, other than the First New Station and the Second New Station as specifically provided in subparagraphs (c) (i) and (ii) above.

(iv) Each Interest Payment shall be applied against future Fire/EMS impact fees for development within the Affected Properties as more specifically provided in subparagraph 4 below.

(v) In the event that Developer, as developer of the Southern Grove Property or as developer of the Western Grove Property, as applicable, defaults hereunder by failing to pay the Interest Payment to Fire District within sixty (60) days following receipt of the

New Station Notice as required pursuant to subparagraphs (c)(i) and (ii) above and if such default is not cured within ten (10) days written notice by Fire District to Developer thereof, then Fire District, in addition to any other remedies it may have at law or in equity for such default, may send a written notice of such default (the "Default Notice") to City, to the attention of the City Manager, requesting that the City withhold the issuance of any further building permits for the Southern Grove Development of Regional Impact (in the event Developer has failed to pay an Interest Payment for Southern Grove) or for the Western Grove Development of Regional Impact (in the event Developer has failed to pay an Interest Payment for Western Grove), until the Interest Payment is made, and City, by its joinder in this Agreement, agrees that following its receipt of the Default Notice it will withhold the issuance of any further building permits for the defaulting project until the required Interest Payment is made.

3. Fire District Obligations

(a) Fire District agrees to construct two (2) New Stations, one of which shall be constructed on the Southern Grove Dedicated Parcel and one of which shall be constructed on the Western Grove Dedicated Parcel, with the one being constructed first being the First New Station and located within the Southern Grove Development of Regional Impact and the remaining being the Second New Station and located within the Western Grove Development of Regional Impact. The stations shall be constructed according to the following schedule: (i) Fire District shall commence construction of the First New Station based upon the necessary Fire/EMS level of service to the Southern Grove Property as described under Developer Obligations in Section 2.(c)(i) herein (the "First New Station Threshold") and (ii) Fire District shall commence construction of the Second New Station based upon the necessary Fire/EMS level of service to the Western Grove Property as described under Developer Obligations in Section 2.(c)(ii) herein (the "Second New Station Threshold"). Notwithstanding, a construction delay due to inclement weather (i.e. beyond the 10-year mean average) or by fire, unavoidable casualties, unusual delays in transportation, unusually severe weather conditions not reasonably anticipatable, national emergency or by any other causes which Fire District could not reasonably control or circumvent ("Force Majeure Event") shall extend the time for construction for a period of time equal to the length of delay to the critical path of the construction schedule.

(b) The costs of construction of each New Station shall be borne by Fire District.

(c) The design of each New Station shall be handled by Fire District and its consultants, with the approval of the Fire District Board, but subject to input from Developer as provided in subparagraph (d) below.

(d) Fire District shall be willing to receive input from Developer concerning the outside design (including, without limitation, landscaping) of the New Station to be constructed on the Southern Grove Dedicated Parcel and to implement said suggestions, and concerning the outside design (including, without limitation, landscaping) of the New Station to be constructed on the Western Grove Dedicated Parcel and to implement said suggestions.

(e) If Developer desires that Fire District design and construct the New Station on the Southern Grove Dedicated Parcel with the outside design alterations described in subparagraph (d) above as ordered by written notice of such request, such that it would require excess costs over and above the Fire District's budget for standard design for the applicable New Station Costs which excess costs are reasonably attributable to the request for upgrades as described in subparagraph 2(c)(i) above, then Developer shall pay Fire District all requested excess costs in advance of final design and construction of the New Station on the Southern Grove Dedicated Parcel. If Developer requests in writing that Fire District design and construct the New Station on the Western Grove Dedicated Parcel with the outside design alterations described in subparagraph (d) above, such that it would require excess costs over and above the Fire District's budget for standard design for the applicable New Station Costs which excess costs are reasonably attributable to the request for upgrades as described in subparagraph 2(c)(i) above ("Excess Costs"), then Developer shall pay Fire District all requested Excess Costs in advance of final design and construction of the New Station on the Western Grove Dedicated Parcel.

(f) The typical landscape plans for a fire station are shown on Exhibit "8" attached hereto. In recognition of the donations of the Southern Grove Dedicated Parcel and the Western Grove Dedicated Parcel as set forth in paragraph 2(b) above, Fire District agrees to include One Hundred Thousand Dollars (\$100,000.00) worth of supplemental landscaping for the First New Station and One Hundred Thousand Dollars (\$100,000.00) worth of supplemental landscaping for the Second New Station over and above that shown on Exhibit "8", ("Supplemental Landscaping"), which Supplemental Landscaping shall not be treated as part of the Excess Costs pursuant to subparagraph (d) above. Fire District agrees to consult with and accept recommendations from Developer regarding the type and placement of the Supplemental

Landscaping for the New Station constructed on the Southern Grove Dedicated Parcel and for the New Station constructed on the Western Grove Dedicated Parcel.

4. Application of Payment.

(a) Upon each payment of the First Payment, Developer shall be entitled to apply the First Interest Payment against the Fire/EMS impact fees on a dollar for dollar basis for development within the Affected Properties until such First Interest Payment is exhausted.

(b) Upon payment of the Second Interest Payment, Developer shall be entitled to apply the Second Interest Payment against the Fire/EMS impact fees on a dollar for dollar basis for development within the Affected Properties until such Second Interest Payment is exhausted.

(c) Developer may, in its sole discretion, by recordable written instrument with a copy provided to Fire District, assign or allocate any amount of the First Interest Payment and/or the Second Interest Payment to any portion of the Affected Properties. In the event that the First Interest Payment and/or the Second Interest Payment have not been fully utilized by Developer by the time Developer has completed development within the Affected Properties, then Developer may assign any remaining balance of such Interest Payment to other property owned by any Developer or any of its affiliates within St. Lucie County.

(d) Fire District agrees to cooperate with Developer in notifying the City of Port St. Lucie and St. Lucie County of the existence of the Interest Payments and to assist and cooperate in the development of any administrative agreements or procedures to assure that the Interest Payments are recognized by the appropriate permitting authorities, that duplicate fees are not collected, and that third parties do not obtain the benefit of Developer's Interest Payments without the written consent of Developer.

(e) In the event that Fire District receives duplicate impact fees for any development within the Affected Properties for which development Developer has already applied the Interest Payment, Fire District agrees to promptly remit such duplicate fees to Developer.

5. Impacts of Development. The Parties agree that this Agreement fully addresses and mitigates all impacts associated with the provision of fire and emergency medical services for the Southern Grove Development of Regional Impact to be located on the Southern Grove Property and the Western Grove Development of Regional Impact to be located on the Western Grove Property.

6. Notice. Every notice, demand, consent, approval or other document or instrument required or permitted to be given to any Party to this Agreement shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, to the following address (or such other address as the party may designate from time to time in writing).

FIRE DISTRICT:

Fire Chief
St. Lucie County Fire District
5160 Milner Drive
Fort Pierce Florida, 34983

With a copy to:

St. Lucie County Fire District Attorney
5160 Milner Drive
Ft. Pierce, Florida, 34983

DEVELOPER:

Mattamy Palm Beach, LLC
Attention: Lara Swanson
1500 Gateway Blvd., Ste 212
Boynton Beach, Florida 33426

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

With a copy to:

Tyson J. Waters, Esq.
Fox McCluskey Bush Robison, PLLC
3461 SE Willoughby Boulevard
Stuart, Florida 34994

7. Successors and Assigns. This Agreement shall be binding upon the parties and any written designee of Developer. In the event of the assignment of all or part of Developer's obligations under this Agreement, Developer shall notify Fire District in writing within thirty (30) days of such assignment. Upon an assignment of this Agreement and the assumption of Developer's obligations by said Assignee, the Assignor/Grantor shall be deemed released from all

rights, obligations and liabilities hereunder, and the Assignee/Grantee shall be deemed to have assumed all rights, obligations and liabilities of the Assignor/Grantor hereunder.

8. Effective Date. This Agreement shall be effective upon the date that it is approved by the St. Lucie County Fire District.

9. Entire Agreement. This Agreement contains and sets forth all the promises, covenants, agreements, conditions and understandings between the parties with respect to the subject matter of this Agreement.

10. Severability. If any provisions of this Agreement are held to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired and each remaining provision shall remain in full force and effect.

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

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

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be, and shall be taken to be, an original, and all collectively deemed one instrument.

14. Electronic Signatures. Telephonically transmitted facsimile, digital or electronic copies of this Agreement, and any signatures thereon, shall be considered for all purposes as originals.

15. Attorney's Fees. In the event it shall be necessary for any party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement, the prevailing party shall be entitled to recover from the other, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorney's fees (including attorney's fees and fees and costs of appeals) as fixed by a court of competent jurisdiction.

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

[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

DEVELOPER:

Mattamy Palm Beach, LLC, a Delaware limited liability company

Print name: _____
Witness

By: _____

Print name: _____
Witness

Its: _____

Date: _____

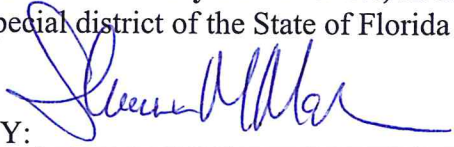
STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged by means of [] physical presence or [] online notarization, before me the _____ day of _____, 2020, by _____, as _____ of Mattamy Palm Beach, LLC, a Delaware limited liability company, who is personally known to me or who has produced _____ as identification.

Notary Public
My Commission expires:

FIRE DISTRICT:

St. Lucie County Fire District, an independent special district of the State of Florida

BY: 
Shannon M. Martin, Chair

Date: 4/15/2020

ATTEST:


Deputy Chief Jeff Lee, Interim Clerk

Approved as to form and correctness:


Kim Sabol, Fire District Attorney

JOINDER BY THE CITY OF PORT ST LUCIE

The City of Port St. Lucie hereby joins in this Amended and Restated Fire/EMS Development and Impact Fee Agreement for Southern Grove Development of Regional Impact and Western Grove Development of Regional Impact for the sole and limited purposes of 1) recognizing the Fire/EMS impact fee credits provided for herein, 2) acknowledging and approving upon conveyance, the Southern Grove Dedicated Parcel and the Western Grove Dedicated Parcel qualify for credit against Fire/EMS impact fees, 3) agreeing that any Fire/EMS impact fees that City collects as a result of development in the Southern Grove DRI and/or the Western Grove DRI shall be so identified and promptly remitted to the Fire District, 4) agreeing that Developer's conveyance of the Southern Grove Dedicated Parcel and the Western Grove Dedicated Parcel to the Fire District as set forth in subparagraphs 2(b)(i) and (ii) satisfies Developer's conveyance requirements to the City of necessary property for fire services under Section 4.(i) of 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 authorizing Developer to deal directly with the Fire District to complete such conveyances and 5) agreeing to the provisions of that subparagraph 2(c)(iv) hereof regarding the City's actions in the event of receipt of a Default Notice from the Fire District.

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 "1"
LEGAL DESCRIPTION OF THE PROPERTY WITHIN THE SOUTHERN GROVE DRI

EXHIBIT "2"
LEGAL DESCRIPTION OF THE PROPERTY WITHIN THE WESTERN GROVE DRI

EXHIBIT "3"
FIRE/EMS STATION STANDARD DESIGN

EXHIBIT "4"
FIRE/EMS STANDARD EQUIPMENT FOR NEW STATION

EXHIBIT "5"
GRAPHIC DEPICTION OF SOUTHERN GROVE DEDICATED PARCEL

EXHIBIT "6"
FORM OF DEED

EXHIBIT "7"
GRAPHIC DEPICTION OF WESTERN GROVE DEDICATED PARCEL

EXHIBIT "8"
TYPICAL LANDSCAPING

Exhibit "1"

Legal Description of the Property Within the Southern Grove DRI

LEGAL DESCRIPTION

SOUTHERN GROVE

TOGETHER WITH: Parcel ID: 4322-231-0002-000-5

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 39 EAST, AND BEING A PORTION OF THE PLAT OF SOUTHERN GROVE PLAT NUMBER 3 AS RECORDED IN PLAT BOOK NUMBER 61 AT PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF PARCEL 24 OF THE ABOVE MENTIONED SOUTHERN GROVE PLAT NO. 3, THENCE N 90°00'00" E 75.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 90°00'00" E 648.81 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 4,950 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1210.08 FEET, THENCE N 75°59'37" E 561.12 FEET TO THE WESTERLY RIGHT-OF-WAY OF VILLAGE PARKWAY AND A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 4,925 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 100.00 FEET, THENCE S 75°59'37" W 561.12 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 5,050 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1234.52 FEET, THENCE S 90°00'00" W 648.97 FEET, THENCE N 00°05'34" E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING— LESS THAT PART FOR RELOCATED E/W NO. 2 ROAD RIGHT-OF-WAY AS IN OFFICIAL RECORDS BOOK 3935 AT PAGE 2995, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY.

CONTAINING 4.21 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-700-0025-000-9 (PARCEL 24)
Parcel ID: 4315-700-0030-000-7 (PARCEL 28)
Parcel ID: 4315-700-0032-000-1 (PARCEL 29)

BEING ALL OF PARCELS 24, 28 AND 29 ACCORDING TO SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PART FOR COMMUNITY BOULEVARD AND UTILITY SITE 1 AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 3935 AT PAGE 2995.

PARCEL 24 CONTAINS 130.570 ACRES OF LAND, MORE OR LESS.
PARCEL 28 CONTAINS 436.727 ACRES OF LAND, MORE OR LESS.
PARCEL 29 CONTAINS 386.544 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-700-0001-000-5

BEING ALL OF UTILITY SITE 1 AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NUMBER 3, RECORDED IN PLAT BOOK 61 AT PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. (0.50 AC) (OR 3935-2984)

CONTAINING 0.50 ACRE OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-700-0007-000-7 (CONSERVATION TRACT 3)
Parcel ID: 4315-700-0016-000-3 (CONSERVATION TRACT 12)

BEING ALL OF CONSERVATION TRACTS 3 AND 12 AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NUMBER 3, RECORDED IN PLAT BOOK 61 AT PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONSERVATION TRACT 3 CONTAINS 1.071 ACRE OF LAND, MORE OR LESS.
CONSERVATION TRACT 12 CONTAINS 41.300 ACRES OF LAND, MORE OR LESS.



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STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Florida LLC
Tradition Land Company LLC

Mattamy Parcels

DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. 18-039

LEGAL DESCRIPTION
SOUTHERN GROVE

TOGETHER WITH: Parcel ID: 4315-500-0008-000-0

BEING ALL OF PARCEL 1, ACCORDING TO SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56, PAGE 18, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL;

FROM THE NORTHEAST CORNER OF SAID PARCEL 1 RUNNING THENCE TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1657.00 FEET, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1031.85 FEET, THENCE S 60° 57' 01" E 68.14 FEET TO THE POINT OF BEGINNING; THENCE S 60° 57' 01" E 140.00 FEET, THENCE S 74° 02' 59" W 42.43 FEET, THENCE N 60° 57' 01" W 80.00 FEET, THENCE N 15° 57' 01" W 42.43 FEET TO THE POINT OF BEGINNING. CONTAINING 0.076 ACRE OF LAND, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL;

EXHIBIT B AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 3071 AT PAGE 2591, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 0.004 ACRE OF LAND, MORE OR LESS

OVERALL PARCEL CONTAINS 60.681 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-500-0006-000-6 (CONSERVATION TRACT 10)
Parcel ID: 4315-500-0007-000-3 (CONSERVATION TRACT 21)

BEING ALL OF CONSERVATION TRACTS 10 AND 21, ACCORDING TO SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56, PAGE 18, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONSERVATION TRACT 10 CONTAINS 0.943 ACRES OF LAND. MORE OR LESS.
CONSERVATION TRACT 21 CONTAINS 5.064 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4322-600-0020-000-9 (PARCEL 25A)
Parcel ID: 4322-600-0023-000-0 (PARCEL 25D)
Parcel ID: 4322-600-0027-000-8 (PARCEL 27D)

BEING ALL OF PARCELS 25A, 25D AND 27D ACCORDING TO SOUTHERN GROVE PLAT NO. 13, AS RECORDED IN PLAT BOOK 74, PAGE 10, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 25A CONTAINS 28.766 ACRES OF LAND, MORE OR LESS.
PARCEL 25D CONTAINS 15.573 ACRES OF LAND, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL FROM THE ABOVE MENTIONED PARCEL 27D;

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 27D AND RUNNING THENCE ALONG THE BOUNDS THEREOF THE FOLLOWING 6 COURSES AND DISTANCES; 1) N4°13'26"E A DISTANCE OF 635.29 FEET; 2) S89°14'41"E A DISTANCE OF 596.05 FEET; 3) N3°14'21"E A DISTANCE OF 87.14 FEET; 4) S81°49'52"E A DISTANCE OF 217.07 FEET; 5) S75°35'46"E A DISTANCE OF 2.83 FEET; 6) S57°00'52"E A DISTANCE OF 172.59 FEET TO A POINT ON THE WESTERLY LINE OF A 60 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 97 AT PAGE 505, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S00°02'34"W ALONG SAID WESTERLY BOUNDS A DISTANCE OF 596.94 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF E/W 4 R/W (PARR DRIVE) AS SHOWN ON THE ABOVE MENTIONED PLAT OF SOUTHERN GROVE PLAT NO. 13; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING 2 COURSES AND DISTANCES; 1) N89°59'43"W A DISTANCE OF 772.26 FEET TO A POINT OF CURVATURE; 2) WESTERLY ALONG A CURVE TO THE RIGHT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 2925.00 FEET, CENTRAL ANGLE 4°39'19" AN ARC LENGTH OF 237.65 FEET TO THE POINT OF BEGINNING. CONTAINING 14.825 ACRES OF LAND, MORE OR LESS.

THE PORTION OF PARCEL 27D DESCRIBED HEREIN CONTAINS 30.864 ACRES OF LAND, MORE OR LESS.

Sheet 2 of 3



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Tradition Florida LLC
Tradition Land Company LLC

Mattamy Parcels

DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. 18-039

LEGAL DESCRIPTION

SOUTHERN GROVE

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL;

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY OF VILLAGE PARKWAY AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 2899 AT PAGE 2933 (EXHIBIT "A"), PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA, WHICH POINT IS THE MOST NORTHERLY CORNER OF PARCEL 3 AS DESCRIBED IN THE ABOVE MENTIONED DEED AND RUNNING THENCE N25°57'22"W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 1204.05 FEET TO THE SOUTHWEST CORNER OF A UTILITY SITE AS RECORDED IN OFFICIAL RECORDS BOOK 3935 AT PAGE 2995, SAID PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N64°02'38"E, DEPARTING SAID RIGHT-OF-WAY AND RUNNING ALONG THE SOUTHERLY LINE OF THE PARCEL LAST ABOVE MENTIONED AND CONTINUE ON THE SAME COURSE, A TOTAL DISTANCE OF 654.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE CONTAINING THE FOLLOWING ELEMENTS; RADIUS 171.25 FEET, CENTRAL ANGLE 104°16'41", ARC LENGTH 311.67 FEET, CHORD BEARING S54°21'56"E, A CHORD DISTANCE OF 270.40 FEET TO THE BEGINNING OF A NON-TANGENT LINE; THENCE S26°39'19"E ALONG SAID LINE A DISTANCE OF 732.16 FEET; THENCE S30°11'31"E A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTHERLY BOUNDS OF E/W 3 RIGHT-OF-WAY AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2680 (EXHIBIT "E"), PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S59°48'29"W ALONG THE NORTHERLY BOUNDS THEREOF A DISTANCE OF 784.24 FEET TO THE MOST EASTERLY CORNER OF PARCEL 3 REFERRED TO ABOVE; THENCE N72°56'17"W ALONG THE NORTHERLY BOUNDS OF SAID PARCEL 3 A DISTANCE OF 34.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.66 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-609-0001-000-5

BEING ALL OF WATER MANAGEMENT TRACT 1, ACCORDING TO SOUTHERN GROVE PLAT NO. 18, AS RECORDED IN PLAT BOOK 73, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 10.872 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-609-0001-000-5

BEING ALL OF OPEN SPACE TRACT 1, ACCORDING TO SOUTHERN GROVE PLAT NO. 18, AS RECORDED IN PLAT BOOK 73, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 1.06 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-610-0001-000-9

BEING ALL OF TRACT 1, ACCORDING TO SOUTHERN GROVE PLAT NO. 21, AS RECORDED IN PLAT BOOK 75, PAGES 1-3, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 37.30 ACRES OF LAND, MORE OR LESS.

THE TOTAL AREA OF ALL SOUTHERN GROVE PARCELS DESCRIBED HEREIN IS 1213.705 ACRES OF LAND, MORE OR LESS.

Sheet 3 of 3



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LEGAL DESCRIPTION WESTERN GROVE TRACTS A & B

LEGAL DESCRIPTION WESTERN GROVE

PARCEL ID NUMBERS	4305-322-0002-000-1
4305-100-0000-000-5	4306-311-0000-000-6
4305-110-0000-000-6	4307-100-0000-000-1
4305-131-0001-000-8	4308-000-0000-000-7
4305-333-0001-000-8	4318-122-0001-000-0
4305-322-0001-000-4	

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

COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°08'55" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 156.89 FEET; THENCE SOUTH 00°01'15" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2906.07 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 89°58'45" EAST, ALONG THE SOUTH LINE OF CROSSTOWN PARKWAY AS DEEDED FROM RESERVE HOMES LTD, L.P. TO CITY OF PORT ST. LUCIE, AS RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 4633.87 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2,158.00 FEET, THE CHORD OF WHICH BEARS SOUTH 00°03'13" WEST, 0.93 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 0.93 FEET THROUGH A CENTRAL ANGLE OF 00°01'28" TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,690.00 FEET AND A CENTRAL ANGLE OF 03°25'08"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 100.84 FEET; THENCE NORTH 86°37'20" EAST, A DISTANCE OF 54.69 FEET; THENCE NORTH 53°38'02" EAST, A DISTANCE OF 11.25 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 501.54 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 12°20'03"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 215.27 FEET; THENCE NORTH 77°39'57" EAST, A DISTANCE OF 108.05 FEET; THENCE NORTH 73°41'12" EAST, A DISTANCE OF 447.38 FEET; THENCE NORTH 74°15'42" EAST, A DISTANCE OF 502.35 FEET; THENCE NORTH 74°29'48" EAST, A DISTANCE OF 493.07 FEET; THENCE NORTH 73°45'42" EAST, A DISTANCE OF 491.41 FEET; THENCE NORTH 74°31'50" EAST, A DISTANCE OF 526.42 FEET; THENCE NORTH 74°05'56" EAST, A DISTANCE OF 326.26 FEET TO THE WEST LINE OF A PARCEL OF LAND AS RECORDED IN OFFICIAL RECORDS BOOK 3131, PAGE 1673, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 13°12'00" EAST, ALONG SAID WEST LINE, AND ALONG THE WEST LINE OF TRADITION PLAT NO. 35, AS RECORDED IN PLAT BOOK 52, PAGE 1, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 4,266.67 FEET TO THE NORTH LINE OF TRADITION PLAT NO. 62, AS RECORDED IN PLAT BOOK 60, PAGE 22, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRADITION PLAT NO. 62 THE FOLLOWING 3 COURSES AND DISTANCES; 1) THENCE SOUTH 81°33'53" WEST, A DISTANCE OF 621.46 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,130.00 FEET, A CENTRAL ANGLE OF 05°23'17"; 2) THENCE WESTERLY ALONG THE ARC A DISTANCE OF 106.26 FEET; THENCE NORTH 53°22'26" WEST, A DISTANCE OF 15.42 TO THE EASTERLY RIGHT-OF-WAY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3071, PAGE 2612 OF SAID ST. LUCIE COUNTY PUBLIC RECORDS; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 760.00 FEET, CENTRAL ANGLE 2°03'38", ARC LENGTH OF 27.33 FEET; CHORD BEARING N1°53'40"W, A CHORD DISTANCE OF 27.33 FEET; THENCE S89°08'09"W, DEPARTING SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 80.00 FEET TO THE NORTHWEST CORNER OF SAID TRADITION PLAT 62; THENCE ALONG THE WESTERLY BOUNDS OF SAID PLAT THE FOLLOWING 4 COURSES AND DISTANCES; 1) SOUTHERLY ALONG A CURVE TO THE LEFT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 840.00 FEET, CENTRAL ANGLE 12°36'21", ARC LENGTH 184.81 FEET, CHORD BEARING S7°10'01"E, A CHORD DISTANCE OF 184.44 FEET TO POINT OF REVERSE CURVATURE; 2) SOUTHWESTERLY ALONG A CURVE TO THE RIGHT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 50.00 FEET, CENTRAL ANGLE 55°30'50", ARC LENGTH 48.45 FEET, CHORD BEARING S14°17'13"W, A CHORD DISTANCE OF 46.57 FEET TO A POINT OF REVERSE CURVATURE; 3) SOUTHWESTERLY ALONG A CURVE TO THE LEFT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 110.00 FEET, CENTRAL ANGLE 8°37'53", ARC LENGTH 16.57 FEET, CHORD BEARING S37°43'42"W, A CHORD DISTANCE OF 16.56 FEET TO A POINT OF REVERSE CURVATURE; 4) SOUTHWESTERLY ALONG A CURVE TO THE RIGHT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 50.00 FEET, CENTRAL ANGLE 51°19'04", ARC LENGTH 44.78 FEET, CHORD BEARING S59°04'17"W, A CHORD DISTANCE OF 43.30 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF A PARCEL OF LAND AS RECORDED IN OFFICIAL RECORDS BOOK 1178, PAGE 2311 AND OFFICIAL RECORDS BOOK 3274, PAGE 915, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE THE FOLLOWING 4 COURSES AND DISTANCES; THENCE SOUTH 84°43'49" WEST, A DISTANCE OF 174.38 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,100.00 FEET, A CENTRAL ANGLE OF 45°17'00"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 869.38 FEET; THENCE NORTH 49°59'11" WEST, A DISTANCE OF 1,546.87 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,200.00 FEET, A CENTRAL ANGLE OF 39°18'59"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 823.44 FEET; THENCE NORTH 89°18'10" WEST, A DISTANCE OF 401.19 FEET TO THE WEST LINE OF EXHIBIT A (POWERLINE ROAD), AS RECORDED IN OFFICIAL RECORDS BOOK 3071, PAGE 2651, PUBLIC RECORDS OF



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STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Florida LLC
Tradition Land Company LLC

Western Grove, St. Lucie County, Fl

DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. 18-039

LEGAL DESCRIPTION

WESTERN GROVE

ST. LUCIE COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE THE FOLLOWING 3 COURSES AND DISTANCES; THENCE SOUTH 00°41'50" WEST, A DISTANCE OF 557.37 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,440.00 FEET, A CENTRAL ANGLE OF 18°08'36"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 455.99 FEET; THENCE SOUTH 18°50'26" WEST, A DISTANCE OF 800.66 FEET; THENCE SOUTH 70°06'36" EAST, A DISTANCE OF 540.99 FEET TO THE WEST LINE OF A 200.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 767, PAGE 2676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°41'50" WEST, ALONG SAID WEST LINE, A DISTANCE OF 3,427.77 FEET; THENCE SOUTH 00°08'18" WEST, ALONG SAID WEST LINE, A DISTANCE OF 317.26 FEET TO THE NORTH LINE OF CONSERVATION TRACT 3, AS RECORDED IN OFFICIAL RECORDS BOOK 1485, PAGE 708, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY LINE OF CONSERVATION TRACT 3 THE FOLLOWING 24 COURSES AND DISTANCES; THENCE NORTH 31°45'23" EAST, A DISTANCE OF 287.98 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 479.11 FEET; THENCE NORTH 25°42'03" EAST, A DISTANCE OF 815.85 FEET; THENCE NORTH 67°14'46" EAST, A DISTANCE OF 611.45 FEET; THENCE NORTH 80°50'18" EAST, A DISTANCE OF 311.82 FEET; THENCE SOUTH 39°35'38" EAST, A DISTANCE OF 373.81 FEET; THENCE SOUTH 62°56'57" WEST, A DISTANCE OF 710.69 FEET; THENCE SOUTH 09°54'33" WEST, A DISTANCE OF 528.17 FEET; THENCE SOUTH 43°15'34" EAST, A DISTANCE OF 1.86 FEET; THENCE NORTH 89°57'05" EAST, A DISTANCE OF 1,118.66 FEET; THENCE NORTH 35°27'24" EAST, A DISTANCE OF 161.02 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 130°29'58"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 455.53 FEET; THENCE SOUTH 14°02'38" EAST, A DISTANCE OF 439.21 FEET; THENCE SOUTH 11°24'07" WEST, A DISTANCE OF 156.51 FEET; THENCE SOUTH 54°52'19" WEST, A DISTANCE OF 285.65 FEET; THENCE NORTH 87°53'08" WEST, A DISTANCE OF 303.75 FEET; THENCE NORTH 64°44'39" WEST, A DISTANCE OF 347.21 FEET; THENCE NORTH 38°28'42" WEST, A DISTANCE OF 244.24 FEET; THENCE SOUTH 61°48'44" WEST, A DISTANCE OF 265.08 FEET; THENCE SOUTH 26°55'17" EAST, A DISTANCE OF 157.56 FEET; THENCE SOUTH 04°24'55" WEST, A DISTANCE OF 302.92 FEET; THENCE SOUTH 51°49'41" EAST, A DISTANCE OF 294.23 FEET; THENCE SOUTH 28°06'28" EAST, A DISTANCE OF 898.96 FEET TO THE NORTH LINE OF CONSERVATION TRACT 1, AS RECORDED IN OFFICIAL RECORDS BOOK 1485, PAGE 708, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND WESTERLY LINE OF CONSERVATION TRACT 1 THE FOLLOWING 5 COURSES AND DISTANCES; THENCE SOUTH 72°37'52" WEST, A DISTANCE OF 619.63 FEET; THENCE SOUTH 18°11'57" WEST, A DISTANCE OF 269.91 FEET; THENCE SOUTH 01°51'59" EAST, A DISTANCE OF 146.75 FEET; THENCE SOUTH 32°55'06" EAST, A DISTANCE OF 1,128.20 FEET; THENCE SOUTH 49°21'19" EAST, A DISTANCE OF 380.65 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E/W # 1, AS RECORDED IN OFFICIAL RECORDS BOOK 2972, PAGE 829, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 89°50'39" WEST, ALONG SAID NORTH LINE OF E/W # 1 AND THE NORTH LINE OF PARCEL 2 OF RIVERLAND GROVE, A DISTANCE OF 2,230.58 FEET TO THE POINT OF BEGINNING OF CONSERVATION TRACT 2, AS SHOWN IN OFFICIAL RECORDS BOOK 1485, PAGE 708, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINE OF CONSERVATION TRACT 2 THE FOLLOWING 24 COURSES AND DISTANCES; THENCE NORTH 16°14'32" EAST, A DISTANCE OF 312.22 FEET; THENCE NORTH 60°39'52" EAST, A DISTANCE OF 69.34 FEET; THENCE NORTH 70°31'49" EAST, A DISTANCE OF 130.24 FEET; THENCE NORTH 46°25'24" EAST, A DISTANCE OF 54.76 FEET; THENCE NORTH 32°01'44" EAST, A DISTANCE OF 35.62 FEET; THENCE NORTH 08°45'15" EAST, A DISTANCE OF 49.65 FEET; THENCE NORTH 10°37'45" WEST, A DISTANCE OF 61.45 FEET; THENCE NORTH 24°33'27" WEST, A DISTANCE OF 95.46 FEET; THENCE NORTH 09°05'54" WEST, A DISTANCE OF 95.57 FEET; THENCE NORTH 20°34'23" WEST, A DISTANCE OF 64.51 FEET; THENCE NORTH 45°12'39" WEST, A DISTANCE OF 167.70 FEET; THENCE NORTH 59°18'14" WEST, A DISTANCE OF 151.59 FEET; THENCE NORTH 88°01'37" WEST, A DISTANCE OF 54.82 FEET; THENCE SOUTH 74°52'40" WEST, A DISTANCE OF 305.26 FEET; THENCE NORTH 70°03'54" WEST, A DISTANCE OF 245.26 FEET; THENCE SOUTH 76°25'53" WEST, A DISTANCE OF 232.03 FEET; THENCE NORTH 35°37'28" WEST, A DISTANCE OF 365.49 FEET; THENCE NORTH 64°00'05" WEST, A DISTANCE OF 104.96 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 614.79 FEET; THENCE SOUTH 15°45'52" WEST, A DISTANCE OF 524.60 FEET; THENCE SOUTH 29°27'50" EAST, A DISTANCE OF 150.74 FEET; THENCE SOUTH 63°02'12" EAST, A DISTANCE OF 200.44 FEET; THENCE NORTH 89°59'49" EAST, A DISTANCE OF 311.47 FEET; THENCE SOUTH 57°38'10" EAST, A DISTANCE OF 1,042.53 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E/W # 1, AS RECORDED IN OFFICIAL RECORDS BOOK 2972, PAGE 829, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 89°50'39" WEST, ALONG SAID NORTH LINE OF E/W # 1 AND THE NORTH LINE OF PARCEL 2 OF RIVERLAND GROVE, A DISTANCE OF 5063.33 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 609 (RANGELINE ROAD) A 150.00 FOOT WIDE RIGHT-OF-WAY; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 609 (RANGELINE ROAD) THE FOLLOWING 6 COURSES AND DISTANCES; THENCE NORTH 00°00'21" EAST, A DISTANCE OF 1,040.46 FEET; THENCE NORTH 00°01'22" WEST, A DISTANCE OF 2,608.92 FEET; THENCE NORTH 85°42'58" EAST, A DISTANCE OF 74.89 FEET; THENCE NORTH 02°05'08" WEST, A DISTANCE OF 5,257.15 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 5,654.58 FEET, A CENTRAL ANGLE OF 02°06'23"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 207.88 FEET; THENCE NORTH 00°01'15" EAST, A DISTANCE OF 2,337.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,771.478 ACRES, MORE OR LESS.

Sheet 2 of 5



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Western Grove, St. Lucie County, Fl

DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. 18-039

LEGAL DESCRIPTION
WESTERN GROVE

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

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

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

AND THE BEGINNING OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 89°56'03" EAST, A RADIAL DISTANCE OF 2,158.00 FEET AND HAVING A CHORD BEARING OF SOUTH 00°03'12" WEST, 0.93 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00°01'28", A DISTANCE OF 0.93 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,690.00 FEET AND A CENTRAL ANGLE OF 03°25'08"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 100.84 FEET; THENCE NORTH 86°37'20" EAST, A DISTANCE OF 54.69 FEET; THENCE NORTH 53°38'02" EAST, A DISTANCE OF 11.25 FEET; THENCE EAST, A DISTANCE OF 501.54 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 11°43'53"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 204.75 FEET; THENCE NORTH 55°36'44" EAST, A DISTANCE OF 125.02 FEET; THENCE NORTH 89°58'45" WEST, A DISTANCE OF 874.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.684 ACRES, MORE OR LESS.

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

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

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

THENCE CONTINUE SOUTH 67°14'46" WEST, A DISTANCE OF 248.12 FEET; THENCE SOUTH 25°42'03" WEST, A DISTANCE OF 107.45 FEET; THENCE NORTH 55°58'12" WEST, A DISTANCE OF 41.35 FEET; THENCE NORTH 64°04'09" WEST, A DISTANCE OF 36.99 FEET; THENCE NORTH 34°18'02" WEST, A DISTANCE OF 57.12 FEET; THENCE NORTH 04°58'20" EAST, A DISTANCE OF 32.40 FEET; THENCE NORTH 29°38'11" EAST, A DISTANCE OF 56.90 FEET; THENCE NORTH 55°08'19" EAST, A DISTANCE OF 39.86 FEET; THENCE NORTH 67°58'26" EAST, A DISTANCE OF 76.12 FEET; THENCE NORTH 79°45'14" EAST, A DISTANCE OF 78.71 FEET; THENCE NORTH 86°56'06" EAST, A DISTANCE OF 47.36 FEET; THENCE SOUTH 83°49'59" EAST, A DISTANCE OF 32.61 FEET; THENCE SOUTH 76°45'58" EAST, A DISTANCE OF 32.93 FEET; THENCE SOUTH 58°01'15" EAST, A DISTANCE OF 60.94 FEET TO THE POINT OF BEGINNING.

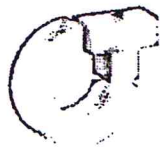
CONTAINING 0.923 ACRES, MORE OR LESS.

LESS AND EXCEPT PARCEL 3

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

COMMENCE AT THE NORTHWEST CORNER OF THE PLAT OF WESTERN GROVE PLAT NO. 2 ALLAPATTAH SUBSTATION, AS RECORDED IN PLAT BOOK 58, PAGE 12, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N89°58'45"W A DISTANCE OF 50.00 FEET; THENCE N00°01'15"E A DISTANCE OF 60.00 FEET; THENCE S89°58'45"E A DISTANCE OF 5508.49 FEET; THENCE S55°36'44"W A DISTANCE OF 125.02 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

Sheet 3 of 5



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CONSULTING ENGINEERS | LAND SURVEYORS

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151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Florida LLC
Tradition Land Company LLC

Western Grove, St. Lucie County, Fl

DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. 18-039

LEGAL DESCRIPTION

WESTERN GROVE

THENCE SOUTH 49°13'04" EAST, A DISTANCE OF 69.74 FEET; THENCE NORTH 74°03'19" EAST, A DISTANCE OF 2,864.71 FEET; THENCE NORTH 13°12'00" WEST, A DISTANCE OF 46.01 FEET; THENCE SOUTH 74°05'56" WEST, A DISTANCE OF 326.26 FEET; THENCE SOUTH 74°31'50" WEST, A DISTANCE OF 526.42 FEET; THENCE SOUTH 73°45'42" WEST, A DISTANCE OF 491.41 FEET; THENCE SOUTH 74°29'48" WEST, A DISTANCE OF 493.07 FEET; THENCE SOUTH 74°15'42" WEST, A DISTANCE OF 502.35 FEET; THENCE SOUTH 73°41'12" WEST, A DISTANCE OF 447.38 FEET; THENCE SOUTH 77°39'57" WEST, A DISTANCE OF 108.05 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 00°36'10"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 10.52 FEET TO THE POINT OF BEGINNING. ALSO LESSING OUT THAT PORTION OF EXHIBIT A, AS RECORDED IN OFFICIAL RECORDS BOOK 3071, PAGE 2612, THAT LIES IN THE ABOVE DESCRIBED PARCEL.

CONTAINING 3.318 ACRES, MORE OR LESS.

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

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

ALSO LESS AND EXCEPT: Parcel ID: 4306-111-0001-000-9 Parcel ID: 4306-144-0001-000-1
POWERLINE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 3071, PAGE 2612, EXHIBIT C AND OFFICIAL RECORDS BOOK 3071, PAGE 2651, EXHIBIT C (CONTAINING 40.982 ACRES, MORE OR LESS).

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

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

BEGIN AT THE NORTHEAST CORNER OF THE PLAT OF TRADITION PLAT NO. 58, AS RECORDED IN PLAT BOOK 59, PAGE 21, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY LINE OF SAID TRADITION PLAT NO. 58 THE FOLLOWING 7 COURSES AND DISTANCES; THENCE NORTH 89°53'05" WEST, A DISTANCE OF 194.96 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 70°02'04"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 61.12 FEET; THENCE NORTH 19°51'01" WEST, A DISTANCE OF 224.93 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 83°40'24"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 292.08 FEET; THENCE SOUTH 76°28'35" WEST, A DISTANCE OF 669.95 FEET; THENCE SOUTH 07°29'09" EAST, A DISTANCE OF 209.34 FEET; THENCE SOUTH 47°13'42" WEST, A DISTANCE OF 508.14 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TRADITION PARKWAY (A 130.00 FOOT WIDE RIGHT-OF-WAY) AND TO AN INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1,465.00 FEET, THE CHORD OF WHICH BEARS NORTH 24°41'40" WEST, 443.56 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 445.27 FEET THROUGH A CENTRAL ANGLE OF 17°24'52" TO THE SOUTHWEST CORNER OF TRACT A, ACCORDING TO THE PLAT OF TRADITION PLAT NO. 68, AS RECORDED IN PLAT BOOK 66, PAGE 37, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY, EASTERLY, AND NORTHERLY LINE OF SAID TRACT A THE FOLLOWING 7 COURSES AND DISTANCES; THENCE NORTH 74°00'46" EAST, A DISTANCE OF 60.76 FEET; THENCE NORTH 21°07'28" EAST, A DISTANCE OF 100.75 FEET; THENCE NORTH 30°08'54" EAST, A DISTANCE OF 78.00 FEET; THENCE NORTH 14°10'47" WEST, A DISTANCE OF 112.39 FEET; THENCE NORTH 71°42'41" WEST, A DISTANCE OF 90.85 FEET; THENCE NORTH 51°27'29" WEST, A DISTANCE OF 76.73 FEET; THENCE SOUTH 88°24'58" WEST, A DISTANCE OF 16.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TRADITION PARKWAY (A 130.00 FOOT WIDE RIGHT-OF-WAY); THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID TRADITION PARKWAY THE FOLLOWING 6 COURSES AND DISTANCES; AND TO AN INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,465.00 FEET, THE CHORD OF WHICH BEARS NORTH 00°47'31" WEST, 40.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.50 FEET THROUGH A CENTRAL ANGLE OF 01°35'02"; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 182.47 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1,595.00 FEET, A CENTRAL ANGLE OF 09°38'59"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 268.63 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 47°50'06"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 41.74 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 21°42'43"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 49.26 FEET TO A

Sheet 4 of 5



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STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Florida LLC
Tradition Land Company LLC

Western Grove, St. Lucie County, Fl

DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. 18-039

LEGAL DESCRIPTION
WESTERN GROVE

POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 56°42'14"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 49.48 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF FERNLAKE DRIVE (A 80.00 FOOT WIDE RIGHT-OF-WAY); THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FERNLAKE DRIVE THE FOLLOWING 3 COURSES AND DISTANCES, AND TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 930.00 FEET AND A CENTRAL ANGLE OF 54°51'10"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 890.35 FEET; THENCE NORTH 18°19'28" EAST, A DISTANCE OF 61.04 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 870.01 FEET, A CENTRAL ANGLE OF 13°23'54"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 203.45 FEET TO THE SOUTHWESTERLY CORNER OF TRADITION PLAT NO. 62, AS RECORDED IN PLAT BOOK 60, PAGE 22, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SAID TRADITION PLAT NO. 62 THE FOLLOWING 3 COURSES AND DISTANCES; THENCE SOUTH 51°55'07" EAST, A DISTANCE OF 701.92 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 440.00 FEET, THE CHORD OF WHICH BEARS NORTH 75°57'08" EAST, 209.81 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 211.85 FEET THROUGH A CENTRAL ANGLE OF 27°35'12"; THENCE NORTH 89°44'44" EAST, A DISTANCE OF 277.08 FEET TO THE NORTHWEST CORNER OF TRADITION PLAT NO. 16, AS RECORDED IN PLAT BOOK 44, PAGE 12, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°06'55" WEST, ALONG THE WEST LINE OF SAID TRADITION PLAT NO. 16, A DISTANCE OF 1,493.94 FEET TO THE POINT OF BEGINNING. CONTAINING 54.548 ACRES, MORE OR LESS.

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

TOGETHER WITH:

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

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

COMMENCING AT THE NORTHWEST CORNER OF LOT 375 AS SHOWN ON TRADITION PLAT NO. 28 AS RECORDED IN PLAT BOOK 45 AT PAGES 24 THROUGH 38, PUBLIC RECORDS OF ST, LUCIE COUNTY, FLORIDA AND RUNNING THENCE N74°03'19"E ALONG THE NORTHERLY BOUNDS OF SAID LOT 375 AND CONTINUING ALONG THE NORTHERLY BOUNDS OF WATER MANAGEMENT TRACT 1 AS SHOWN ON SAID TRADITION PLAT NO. 28, A DISTANCE OF 182.96 FEET TO A POINT LOCATED S74°03'19"W A DISTANCE OF 50.00 FEET FROM THE CENTERLINE OF A 20 WIDE WATER MANAGEMENT EASEMENT SHOWN ON THE ABOVE MENTIONED TRADITION PLAT 28; THENCE N15°45'29"W ALONG A LINE PARALLEL TO AND 50 FEET DISTANT WESTERLY FROM SAID CENTERLINE, A DISTANCE OF 29.52 FEET TO A POINT ON THE NORTHERLY BOUNDS OF THE PLAT LAST ABOVE MENTIONED AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE S74°14'30"W ALONG THE NORTHERLY BOUNDS OF SAID TRADITION PLAT 18 A DISTANCE OF 816.16 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S74°14'30"W A DISTANCE OF 18.57 FEET TO A POINT ON THE SOUTHERLY BOUNDS OF LANDS DESCRIBED BY DEED FIRST ABOVE MENTIONED; THENCE S13°37'52"W ALONG SAID BOUNDS A DISTANCE OF 14.03 FEET; THENCE S74°03'19"W, STILL ALONG SAID SOUTHERLY BOUNDS, A DISTANCE OF 5341.55 FEET TO A POINT ON THE NORTHERLY BOUNDS OF THE SO-CALLED WESTERN GROVE PARCEL; THENCE ALONG THE NORTHERLY BOUNDS THEREOF THE FOLLOWING TWO COURSES AND DISTANCES: 1) N49°13'04"W A DISTANCE OF 69.74 FEET; 2) N55°36'44"E A DISTANCE OF 125.02 FEET TO A POINT ON THE NORTHERLY BOUNDS OF THE O.L. PEACOCK CANAL AS DESCRIBED BY DEED FIRST ABOVE MENTIONED; THENCE ALONG SAID NORTHERLY BOUNDS THE FOLLOWING 4 COURSES AND DISTANCES; 1) N74°05'51"E A DISTANCE OF 4714.77 FEET; 2) N74°35'02"E A DISTANCE OF 620.60 FEET; 3) N34°54'59"E A DISTANCE OF 16.17 FEET; 4) N74°00'26"E A DISTANCE OF 755.08 FEET; THENCE S15°45'29"E, PARALLEL TO AND 50' DISTANT WESTERLY FROM THE CENTERLINE OF THE 20 FEET WIDE WATER MANAGEMENT EASEMENT REFERRED TO ABOVE, A DISTANCE OF 89.94 FEET TO THE POINT OF BEGINNING.

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

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



CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

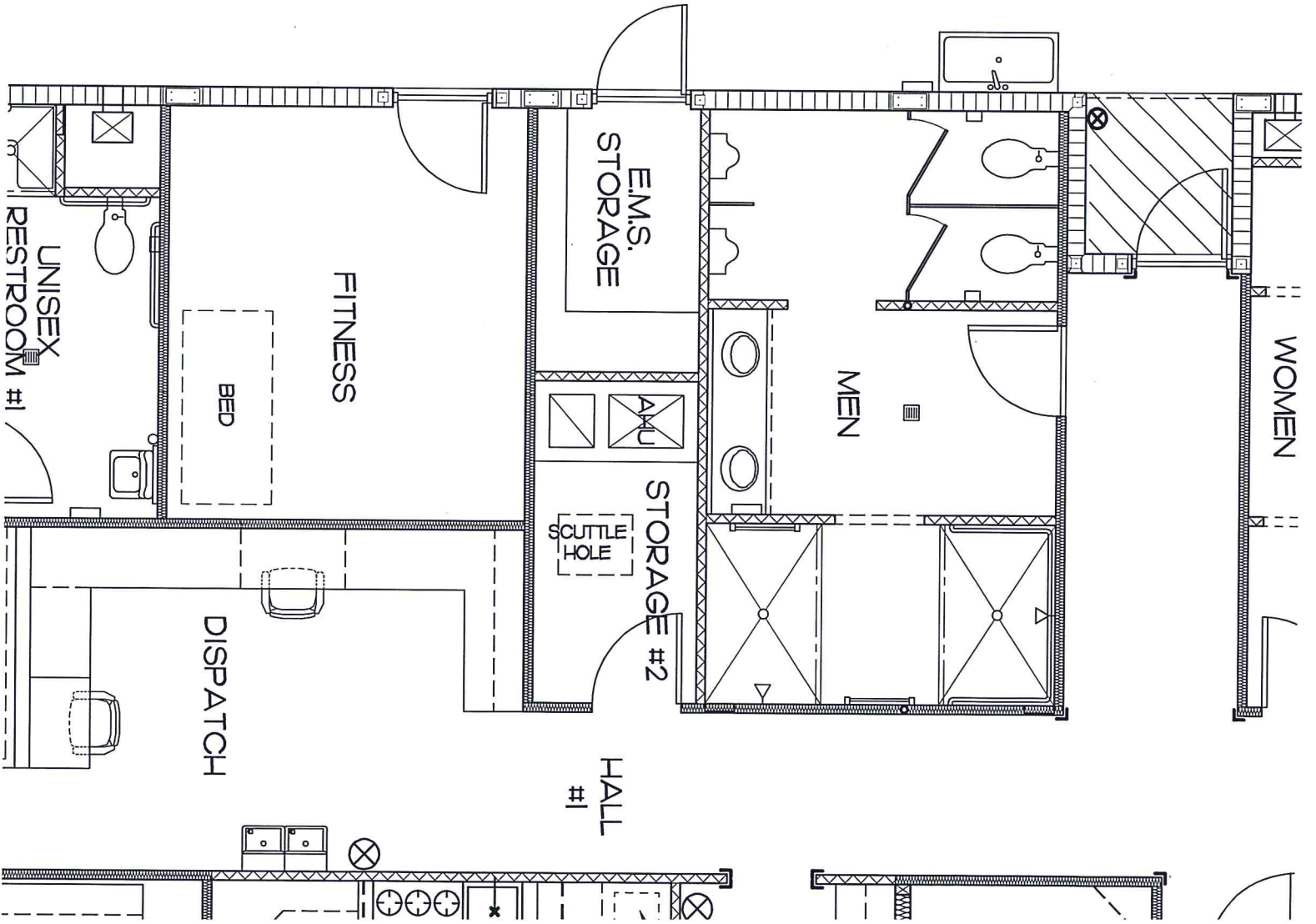
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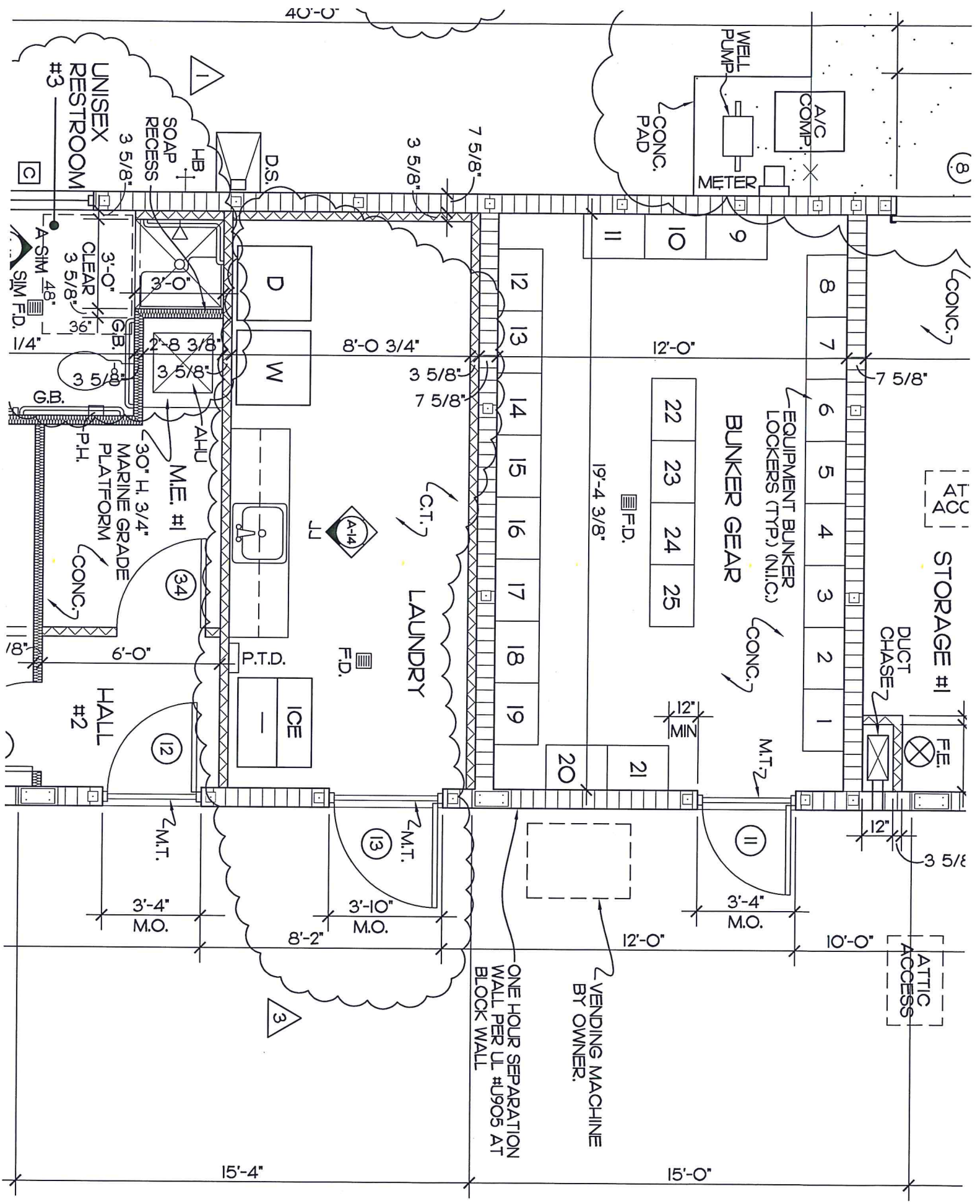
Tradition Florida LLC
Tradition Land Company LLC

Western Grove, St. Lucie County, FL

DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. 18-039

APPARATUS ROOM





3/+33.2



14'-0" HIGH ALUMINUM SECTIONAL OVERHEAD DOORS



-37.3/+33.2

1-1/4" THICK STUCCO BASE AND BANDS

-42.3/+38.8

VERTICAL WINDOWS



-42.3/+38.8

ALUMINUM RAILING SEE DETAIL 1/A-10



FRONT ELEVATION

SCALE: 3/16" = 1'-0"

(SOUTHEAST)



2

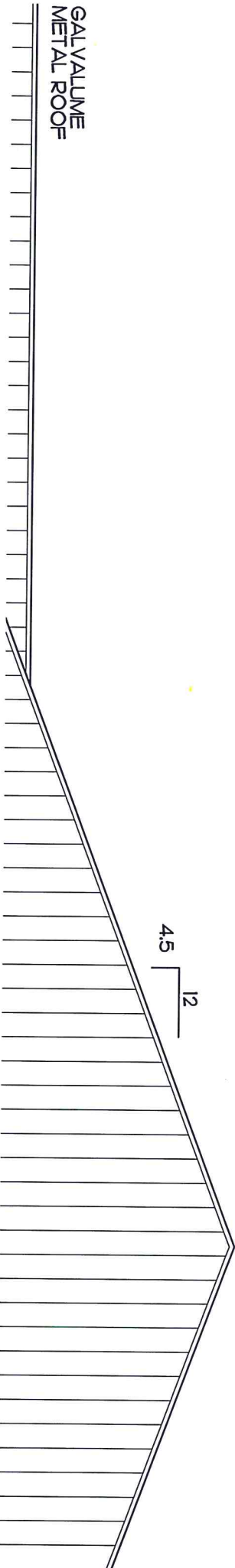
DESIGN STANDARDS

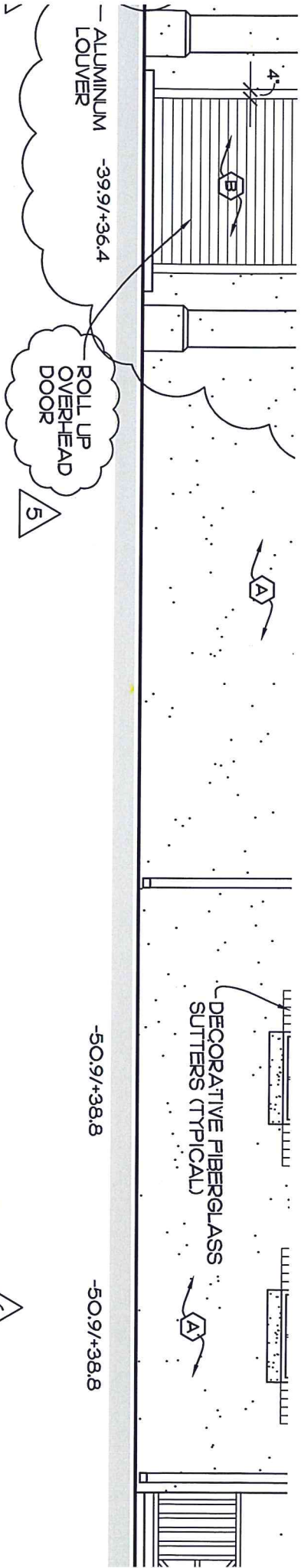
FIVE DESIGN ELEMENTS:

1. METAL ROOF
2. VERTICAL WINDOWS
3. PORCH AND PICKET RAIL
4. MEDALLIONS
5. SQUARE COLUMNS

4.5 12

GALVALUME METAL ROOF





LEFT SIDE ELEVATION

SCALE: 3/16" = 1'-0"

(SOUTHWEST)

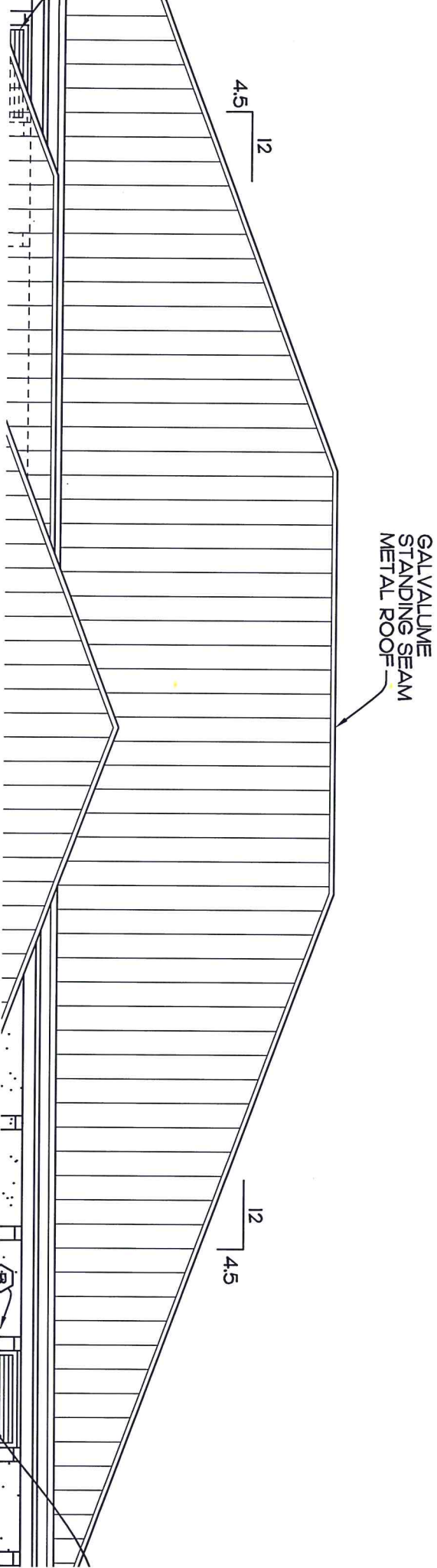


Exhibit "4"
Fire/EMS Standard Equipment for New Station

1 - 1250 GPM Engine w/ 750 gallon tank (GPMs and tank capacity are minimums)

1 – 2000 GPM Ladder w/ 300 gallon tank and 100' ladder (GPMs, tank capacity, and ladder size are minimums)

1 – Rescue Unit/Ambulance

1 – Brush Truck

Medical Equipment

Firefighter Bunker Gear

** This list is provided as an example for the standard equipment found in the typical fire district station. It is not intended to be an all-inclusive inventory of the basic general use equipment necessary to initially stock a standard fire station, but such an inventory will be included in the final design and cost for stations under this agreement. Special development driven needs which may be required of specific site developers during individual improvement reviews and approvals are not part of this list. Equipment tasked for missions serving a larger multi-station service area, such as helicopters, aerial surveillance, multi-agency command trailers or motorized units are not included in this list.

Exhibit "5" - Southern Grove Dedicated
Parcel

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING A PORTION OF PARCEL 1, SOUTHERN GROVE PLAT NO. 23, AS RECORDED IN PLAT BOOK 77, PAGES 23 THROUGH 26, OF THE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY SOUTHWEST CORNER OF SAID PARCEL 1; THENCE, ALONG THE WEST LINE OF SAID PARCEL 1 AND THE NORTHERLY PROJECTION THEREOF, NORTH 25°57'22" WEST, A DISTANCE OF 1697.68 FEET TO THE POINT OF BEGINNING;
THENCE, CONTINUING ALONG SAID WEST LINE; NORTH 25°57'22" WEST, A DISTANCE OF 270.00 FEET; THENCE, DEPARTING SAID WEST LINE, NORTH 64°02'38" EAST, A DISTANCE OF 403.40 FEET; THENCE SOUTH 25°57'22" EAST, A DISTANCE OF 270.00 FEET; THENCE SOUTH 64°02'38" WEST, A DISTANCE OF 403.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 108,918 SQUARE FEET OR 2.50 ACRES, MORE OR LESS.
SAID LANDS LYING IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

LEGEND/ABBREVIATIONS

☉ - CENTERLINE

LB - LICENSED BUSINESS

O.R.B. - DENOTES OFFICIAL RECORDS BOOK

P.B. - PLAT BOOK

PG. - PAGE

P.O.B. - POINT OF BEGINNING

P.O.C. - POINT OF COMMENCEMENT

PUE - PUBLIC UTILITY EASEMENT

RGE - RANGE

SEC - SECTION

TWP - TOWNSHIP


NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON A PLAT BEARING OF NORTH 25°57'22" WEST. ALONG THE WEST LINE OF PARCEL 1, SOUTHERN GROVE PLAT NO. 23 AS RECORDED IN PLAT BOOK 77, PAGES 23 THROUGH 26 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
6. RECORDING INFORMATION SHOWN HEREON IS OF THE PUBLIC RECORDS OF ST, LUCIE COUNTY, FLORIDA.

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 SEPTEMBER 5, 2019. 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 PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027.

SHEET 1 OF 2



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

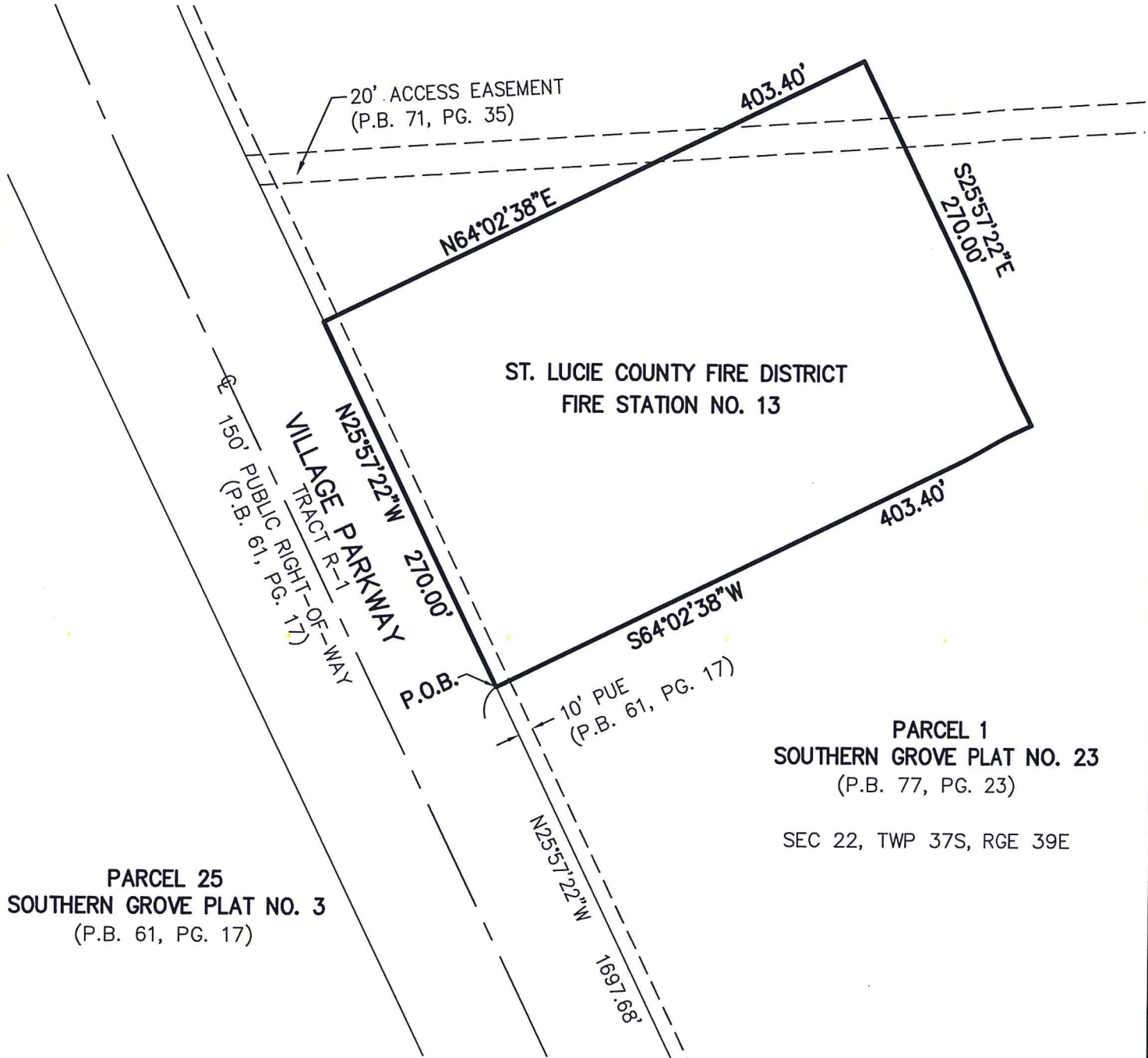
Digitally signed by David Lindley
DN: c=US, st=Florida, ln=Boca Raton, ou=Surveying, cn=Caulfield & Wheeler, Inc., email=Dave@cwassoc.com
Date: 2019.09.05 15:32:14 -0400

David Lindley
DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
LB# 3591

DATE	09/05/19
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	8060-FIRE3

**SOUTHERN GROVES PLAT NO. 23
2.5 ACRE FIRE STATION PARCEL
SKETCH OF DESCRIPTION**

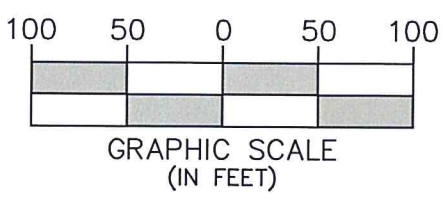
EXHIBIT "A"



PARCEL 25
SOUTHERN GROVE PLAT NO. 3
 (P.B. 61, PG. 17)


PARCEL 1
SOUTHERN GROVE PLAT NO. 23
 (P.B. 77, PG. 23)

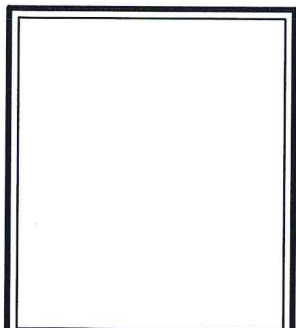
SEC 22, TWP 37S, RGE 39E



P.O.C.
 MOST NORTHERLY
 SOUTHWEST CORNER
 PARCEL 1

SHEET 2 OF 2

CAULFIELD & WHEELER, INC.

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



DATE	09/05/19
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	1"=100'
JOB NO.	8060-FIRE3

SOUTHERN GROVES PLAT NO. 23
2.5 ACRE FIRE STATION PARCEL
SKETCH OF DESCRIPTION

Prepared by and return to:
Tyson Waters, Esq.
Fox McCluskey Bush Robison, PLLC
3461 SE Willoughby Boulevard
Stuart, Florida 34994
File Number:

Parcel Identification Nos.:

Special Warranty Deed

This Special Warranty Deed made this ____ day of _____, 2020, between **MATTAMY PALM BEACH, LLC.**, a Delaware limited liability company, whose post office address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“Grantor”), and the **ST. LUCIE COUNTY FIRE DISTRICT**, an independent special district of the State of Florida (“Grantee”).

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee’s heirs and assigns forever, the following described land, situate, lying and being in **ST. LUCIE COUNTY, FLORIDA**, to-wit:

See attached **Exhibit “A”** made a part hereof and incorporated herein (“Property”)

Subject to the following: covenants, conditions, restrictions, reservations and easements of record, however, this recital shall not operate to reimpose same; and taxes for the year 2020 and subsequent years;

Together with a covenant and restriction running with the land restricting the use of the Property to a Fire/EMS station until such date which is twenty-five (25) years following the date of the issuance of a certificate of occupancy, or comparable approval, for a Fire/EMS station on the Property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

MATTAMY PALM BEACH, LLC, a
Delaware limited liability company

Print Name: _____
Witness #1 (as to Grantor)

By: _____
Its: _____

Print Name: _____
Witness #2 (as to Grantor)

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of _____, 2020, by _____, as _____ of Mattamy Palm Beach, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

Name: _____

Typed, printed or stamped
I am a Notary Public of the State of Florida
having a commission number of _____
and my commission expires: _____

EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING A PORTION OF PARCEL 1, SOUTHERN GROVE PLAT NO. 23, AS RECORDED IN PLAT BOOK 77, PAGES 23 THROUGH 26, OF THE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY SOUTHWEST CORNER OF SAID PARCEL 1; THENCE, ALONG THE WEST LINE OF SAID PARCEL 1 AND THE NORTHERLY PROJECTION THEREOF, NORTH 25°57'22" WEST, A DISTANCE OF 1697.68 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID WEST LINE; NORTH 25°57'22" WEST, A DISTANCE OF 270.00 FEET; THENCE, DEPARTING SAID WEST LINE, NORTH 64°02'38" EAST, A DISTANCE OF 403.40 FEET; THENCE SOUTH 25°57'22" EAST, A DISTANCE OF 270.00 FEET; THENCE SOUTH 64°02'38" WEST, A DISTANCE OF 403.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 108,918 SQUARE FEET OR 2.50 ACRES, MORE OR LESS.

SAID LANDS LYING IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

Exhibit "7"
 Graphic Depiction of Western Grove
 Dedicated Parcel

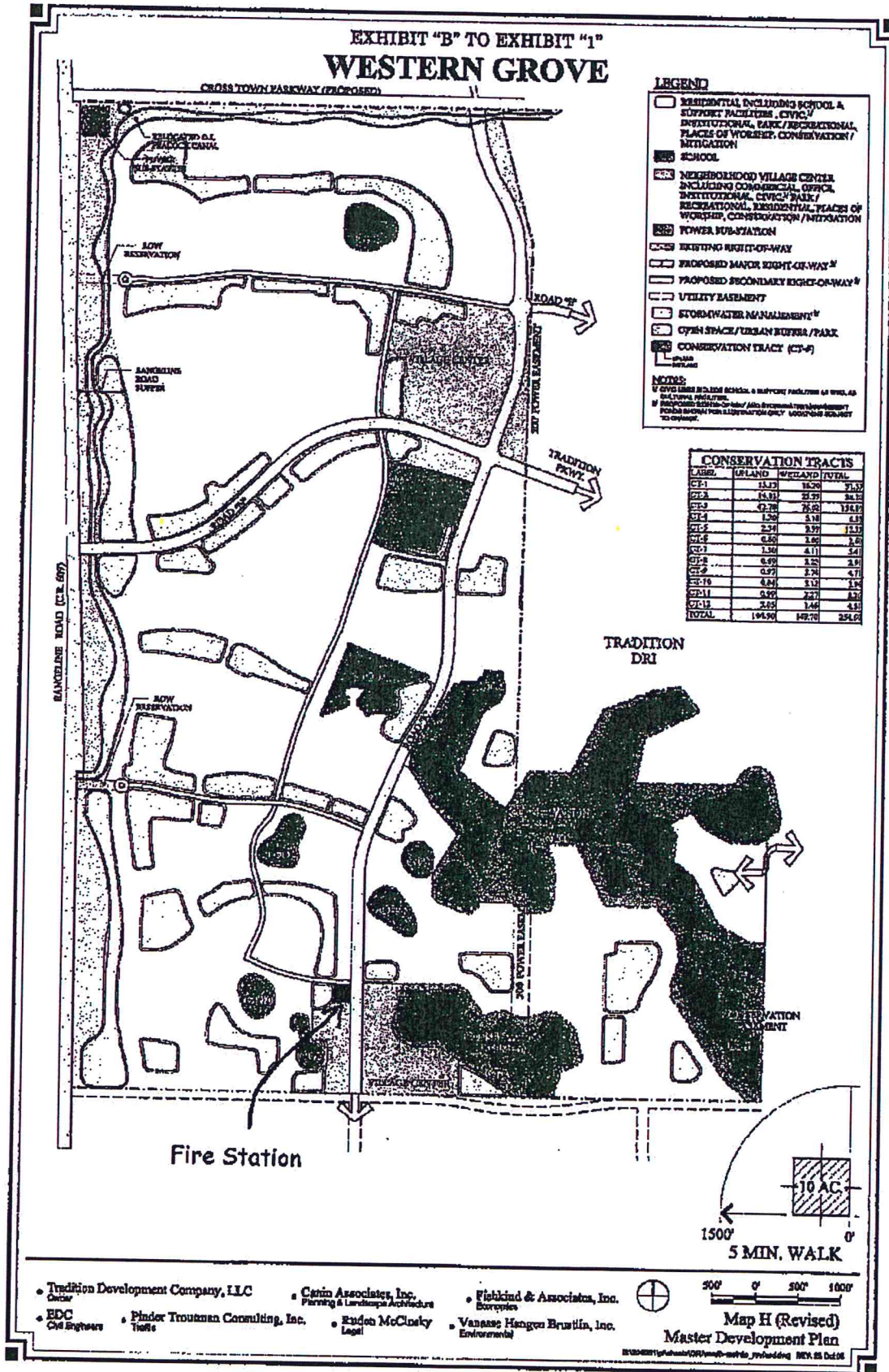


Exhibit "8"
Typical Landscaping

(to be added)