

ASK  
RETURN TO:  
McCarthy, Summers, Bobko,  
Wood, Sawyer & Furry, P.A.  
2081 E. Ocean Blvd. Second Floor  
Stuart, FL 34996

SLOO07

AGREEMENT

THIS AGREEMENT is made this 26<sup>th</sup> day of December, 1996, by and between the CITY OF PORT ST. LUCIE, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter referred to as the "City," and SAWGRASS LAKES, INC., a Florida corporation, hereinafter referred to as "Sawgrass Lakes."

WHEREAS, the City is the owner of certain property described as S.W.F.S.L. Pond A4 in Planning Area 731 and as more particularly described in Exhibit "A" attached hereto and by reference incorporated herein; and

WHEREAS, Sawgrass Lakes is a corporation established for the purpose of developing the Sawgrass Lakes, Inc. development, located in St. Lucie County, Florida; and

WHEREAS, Sawgrass Lakes desires to have the residents of the development utilize the lake for limited passive activities; and

WHEREAS, the City is willing to permit utilization of the lake by Sawgrass Lakes subject to the terms and conditions set forth hereinbelow.

NOW, THEREFORE, in order to carry out their intent as expressed above and in consideration of the below agreements and covenants set forth herein, the parties agree as follows:

1. This agreement shall become effective on the date first entered herein.
2. Sawgrass Lakes and its successors and assigns are hereby granted a non-exclusive license and right to use the premises

described as S.W.F.S.L. Pond A4 in Planning Area 731 and as more particularly described in Exhibit "A" attached hereto and by reference incorporated herein. The non-exclusive license is strictly for the limited purposes of fishing and using non-motorized watercraft. As consideration for the license, Sawgrass Lakes agrees to stock the lake with fish.

The parties anticipate the enlargement of S.W.F.S.L. Pond A-4 in Planning Area 731 as outlined on the "Conceptual Development Plan Map," attached hereto as Exhibit "B". The license granted hereunder shall extend to those enlarged premises.

3. The term of this license is twenty-five (25) years, beginning on the effective date of the Agreement. Sawgrass Lakes has the option to renew for one (1) twenty-five (25) year term; provided the City has not terminated the agreement pursuant to paragraph 9 herein.

4. No provision of this agreement shall be construed to create a partnership between the City and Sawgrass Lakes or in any way make either responsible for any debts, losses, or liabilities of the other.

5. Sawgrass Lakes shall procure and maintain in force at its own expense, during the term of this license and any extension thereof, public liability insurance with insurers and through brokers approved by the City. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring within the licensed premises in the minimum amount of one million (\$1,000,000.00) dollars for any one

accident and one million (\$1,000,000.00) dollars for property damage; provided, however, that such coverage shall be limited to injuries and claims of the residents of Sawgrass Lakes or its successors or assigns and their guests and invitees. The policy shall be delivered to the City for keeping. Sawgrass Lakes shall obtain a written obligation from the insurers to notify the City in writing at least thirty (30) days prior to cancellation or refusal to renew any policy.

6. Sawgrass Lakes will exercise this license at its own risk and assume full responsibility for the condition of the premises. The City makes no assurances that the premises are free of obstruction and otherwise safe for fishing and using non-motorized watercraft. The City has not inspected the premises nor does it have any knowledge of the conditions existing thereon.

7. The City shall not be liable for any damage or liability claims for injury to persons or property from any cause relating to the use, improvement, maintenance or operation of the licensed premises by Sawgrass Lakes and its members during the term of this license or any extension thereof. Sawgrass Lakes shall indemnify the City from all liability, loss or other damage, claims or obligations resulting from any injuries or losses of this nature and, further, from any claims that may arise as a result of Sawgrass Lake's use of the premises.

8. Upon the creation of the Sawgrass Lakes Property Owners Associates, Inc., a Florida not-for-profit corporation, Sawgrass Lakes shall assign this license to it and shall condition such

assignment on the Sawgrass Lakes Property Owners Association, Inc. abiding by each and every term and condition of this license agreement.

9. Failure of Sawgrass Lakes to comply with each and every term and condition of this license shall constitute a breach of this license. Sawgrass Lakes shall have thirty (30) days after the date of written notice of any breach to correct the condition specified in the notice or, if the corrections cannot be made within the thirty (30) day period, Sawgrass Lakes shall have a reasonable time to correct provided that some action is commenced by Sawgrass Lakes within fifteen (15) days after receipt of the notice. However, should the condition or activity constitute a safety hazard, the City may notify Sawgrass Lakes that the dangerous condition must be immediately resolved and failure to take immediate action to resolve a dangerous condition shall constitute a breach of this license. In the event Sawgrass Lakes breaches this license, the City shall have the right to terminate this license and upon termination Sawgrass Lakes shall have no right to the access to or use of the premises.

10. Any and all remedies provided to the City for the enforcement of the provisions of this license are cumulative and non-exclusive and the City shall be entitled to pursue either the rights enumerated in this license or remedies authorized by law or both. Sawgrass Lakes shall be liable for any costs or expenses incurred by the City in enforcing any terms of this license or in pursuing any legal action for the enforcement of the City's rights.

11. Sawgrass Lakes, in the exercise of the license granted

hereunder, shall comply with and abide by all of the terms and conditions of this Agreement and by all reasonable rules and regulations imposed, from time to time, by the City pertaining to the use of the premises. Sawgrass Lakes acknowledges that this license grants to it a license only and that it does not acquire a property interest in the premises.

12. This license shall be governed by the laws of the State of Florida and venue of any proceedings hereunder shall be in a court of proper jurisdiction in St. Lucie County, Florida.

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

CITY OF PORT ST. LUCIE

BY: Donald B. Cooper  
Donald B. Cooper, City Manager

ATTEST:

Patricia M. Garschwaite  
~~Sandra K. Johnson~~, City Clerk  
Deputy

SAWGRASS LAKES PROPERTY OWNERS  
ASSOCIATION

BY: M. J. Pres.

Steven H. Peary  
Witness

Diane Borge  
Witness

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EXHIBIT "A"

Port St. Lucie Settlement Agreement - EXHIBIT Z  
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LEGAL DESCRIPTION:

A portion of Sections 20, 21, 28 and 29, Township 37 South, Range 40 East, St. Lucie County, Florida being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 29; thence S00°01'21"E, along the East line of said Section 29, for 1250.00 feet to the POINT OF BEGINNING; thence S89°58'38"W for 1052.46 feet to a point of curvature of a circular curve to the right having a radius of 200.00 feet and a central angle of 81°00'00"; thence Westerly and Northwesterly along the arc of said curve for 212.93 feet to a point of tangency; thence N29°01'22"W for 970.46 feet to a point of curvature of a circular curve to the left having a radius of 75.00 feet and a central angle of 107°30'01"; thence Northwesterly, Westerly and Southwesterly along the arc of said curve for 140.73 feet to a point of reverse curvature of a circular curve to the left having a radius of 784.89 feet and a central angle of 03°25'23"; thence Southwesterly along the arc of said curve for 47.49 feet to a point of reverse curvature of a circular curve to the left having a radius of 75.00 feet and a central angle of 75°54'47"; thence Southwesterly, Southerly and Southeasterly along the arc of said curve for 99.37 feet to a point of tangency; thence S29°01'22"E for 959.79 feet to a point of curvature of a circular curve to the left having a radius of 200.00 feet and a central angle of 81°00'00"; thence Southeasterly and Easterly along the arc of said curve for 212.93 feet to a point of tangency; thence N89°58'38"E for 277.89 feet to a point of curvature of a circular curve to the right having a radius of 200.00 feet and a central angle of 39°49'32"; thence Easterly and Southeasterly, along the arc of said curve for 139.02 feet to a point of tangency; thence S60°11'59"E for 413.02 feet to a point of curvature of a circular curve to the right having a radius of 250.64 feet and a central angle of 49°04'13"; thence Southeasterly, along the arc of said curve for 240.35 feet to a point of tangency; thence S01°07'45"E for 758.35 feet to a point of curvature of a circular curve to the left having a radius of 50.00 feet and a central angle of 80°52'14"; thence Southeasterly, along the arc of said curve for 70.57 feet to a point of tangency; thence S82°00'00"E for 118.44 feet to a point of curvature of a circular curve to the left having a radius of 50.00 feet and a central angle of 85°21'18"; thence Southeasterly, Easterly and Northeasterly, along the arc of said curve for 74.48 feet to a point of tangency; thence N12°38'41"E for 914.21 feet to a point of curvature of a circular curve to the right having a radius of 1000.00 feet and a central angle of 33°12'10"; thence Northeasterly, along the arc of said curve for 578.50 feet to a point of tangency; thence N48°50'51"E for 194.11 feet to a point of curvature of a circular curve to the right having a radius of 915.91 feet and a central angle of 29°51'43"; thence Northeasterly, along the arc of said curve for 477.36 feet to a point of compound curvature of a circular curve to the right having a radius of 281.28 feet and a central angle of 77°49'20"; thence Northeasterly, Easterly and Southeasterly, along the arc of said curve for 382.03 feet to a point of tangency; thence S26°28'08"E for 35.73 feet to a point of curvature of a circular curve to the left having a radius of 220.00 feet and a central angle of 31°00'38"; thence Southeasterly, along the arc of said curve for 119.07 feet to a point of compound curvature of a circular curve to the left having a radius of 140.00 feet and a central angle of 142°34'24"; thence Southeasterly, Easterly, Northeasterly, Northerly and Northwesterly along the arc of said curve for 348.37 feet to a point of tangency; thence N20°03'08"W for 191.31 feet; thence N69°56'52"E for 180.78 feet to a point on the Westerly Right-of-Way line of PAAR DRIVE as shown on the plat of PORT ST. LUCIE SECTION THIRTY SEVEN as recorded in Plat Book 15 at Page 16 of the Public Records of ST. Lucie County, Florida said

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point also being a point on the arc of a circular curve to the left having a radial bearing of  $N70^{\circ}14'12''E$ , a radius of 1150.00 feet and a central angle of  $03^{\circ}44'20''$ ; thence Northwesterly, along the arc of said curve and along the Westerly Right-of-Way line of said PAAR DRIVE for 75.04 feet; thence, leaving the Westerly Right-of-Way line of said PAAR DRIVE,  $S89^{\circ}56'52''W$  for 178.71 feet; thence  $N20^{\circ}03'08''W$  for 72.50 feet to a point of curvature of a circular curve to the left having a radius of 200.00 feet and a central angle of  $90^{\circ}00'00''$ ; thence Northwesterly, Westerly and Southwesterly, along the arc of said curve for 314.16 feet to a point of tangency; thence  $S89^{\circ}56'52''W$  for 74.31 feet to a point of curvature of a circular curve to the left having a radius of 400.00 feet and a central angle of  $18^{\circ}37'24''$ ; thence Southwesterly, along the arc of said curve for 130.02 feet to a point of tangency; thence  $S51^{\circ}19'27''W$  for 328.08 feet to a point of curvature of a circular curve to the right having a radius of 100.00 feet and a central angle of  $128^{\circ}13'42''$ ; thence Southwesterly, Westerly, Northwesterly and Northerly, along the arc of said curve for 223.80 feet to a point of tangency; thence  $N00^{\circ}28'50''W$  for 1270.61 feet to a point of curvature of a circular curve to the left having a radius of 200.00 feet and a central angle of  $55^{\circ}35'13''$ ; thence Northerly and Northwesterly along the arc of said curve for 194.04 feet to a point of tangency; thence  $N58^{\circ}02'03''W$  for 1011.28 feet to a point of curvature of a circular curve to the right having a radius of 200.00 feet and a central angle of  $39^{\circ}28'15''$ ; thence Northwesterly, along the arc of said curve for 137.78 feet to a point of tangency; thence  $N16^{\circ}33'47''W$  for 243.45 feet to a point of curvature of a circular curve to the right having a radius of 196.24 feet and a central angle of  $54^{\circ}00'15''$ ; thence Northwesterly, Northerly and Northeastly, along the arc of said curve for 184.97 feet to a point of tangency; thence  $N37^{\circ}26'28''E$  for 190.31 feet to a point on the Westerly Right-of-Way line of said PAAR DRIVE, said point also being a point on the arc of a circular curve to the right having a radial bearing of  $S28^{\circ}23'56''W$ , a radius of 1550.00 feet and a central angle of  $03^{\circ}43'35''$ ; thence Northwesterly, along the arc of said curve and along the Westerly Right-of-Way line of said PAAR DRIVE for 100.81 feet; thence, leaving the Westerly Right-of-Way line of said PAAR DRIVE,  $S37^{\circ}26'28''W$  for 428.68 feet to a point of curvature of a circular curve to the left having a radius of 100.00 feet and a central angle of  $47^{\circ}09'23''$ ; thence Southwesterly and Southerly, along the arc of said curve for 82.30 feet to a point of reverse curvature of a circular curve to the right having a radius of 500.00 feet and a central angle of  $78^{\circ}40'42''$ ; thence Southerly and Southwesterly, along the arc of said curve for 895.32 feet to a point of tangency; thence  $S89^{\circ}57'48''W$  for 72.49 feet to a point of curvature of a circular curve to the right having a radius of 200.00 feet and a central angle of  $65^{\circ}14'30''$ ; thence Southwesterly, Westerly and Northwesterly, along the arc of said curve for 227.74 feet to a point of tangency; thence  $N44^{\circ}47'42''W$  for 647.62 feet to a point of curvature of a circular curve to the right having a radius of 343.06 feet and a central angle of  $98^{\circ}45'50''$ ; thence Northwesterly, Northerly and Northeastly, along the arc of said curve for 591.35 feet to a point of reverse curvature of a circular curve to the right having a radius of 273.12 feet and a central angle of  $76^{\circ}37'41''$ ; thence Northeastly, Northerly and Northwesterly, along the arc of said curve for 365.28 feet to a point of tangency; thence  $N22^{\circ}39'33''W$  for 623.18 feet to a point of curvature of a circular curve to the left having a radius of 60.00 feet and a central angle of  $33^{\circ}34'43''$ ; thence Northwesterly, along the arc of said curve for 35.16 feet to a point of tangency; thence  $N56^{\circ}14'16''W$  for 763.02 feet to a point of curvature of a circular curve to the left having a radius of 60.00 feet and a central angle of  $157^{\circ}12'41''$ ; thence Northwesterly, Westerly, Southwesterly, Southerly and Southeastly, along the arc of said curve for 164.63 feet to a point of tangency; thence  $S33^{\circ}26'57''E$  for 433.62 feet to

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a point of curvature of a circular curve to the left having a radius of 237.88 feet and a central angle of 70°00'17"; thence Southeasterly, Easterly and Northeasterly, along the arc of said curve for 290.64 feet to a point of tangency; thence N76°32'46"E for 102.47 feet to a point of curvature of a circular curve to the right having a radius of 75.00 feet and a central angle of 80°47'40"; thence Northeasterly, Easterly and Southeasterly, along the arc of said curve for 105.78 feet to a point of tangency; thence S22°39'33"E for 356.50 feet to a point of curvature of a circular curve to the right having a radius of 300.00 feet and a central angle of 105°36'36"; thence Southeasterly Southerly and Southwesterly, along the arc of said curve for 552.97 feet to a point of tangency; thence S82°57'03"W for 1026.41 feet to a point of curvature of a circular curve to the left having a radius of 105.00 feet and a central angle of 91°53'58"; thence Southwesterly, along the arc of said curve for 166.41 feet; thence S64°26'00"W for 44.38 feet to a point on the Easterly Right-of-Way line of DARWIN BOULEVARD as shown on the plat of PORT ST LUCIE SECTION TWENTY TWO as recorded in Plat Book 13 at Page 28 of the Public Records of St. Lucie County, Florida; thence S25°34'00"E, along the Easterly Right-of-Way line of said DARWIN BOULEVARD for 75.00 feet; thence, leaving the Easterly Right-of-Way line of said DARWIN BOULEVARD, N64°26'00"E for 50.12 feet to a point on the arc of a circular curve to the left having a radial bearing of S39°04'26"W, a radius of 105.00 feet and a central angle of 51°16'16"; thence Southeasterly, Easterly and Northeasterly, along the arc of said curve for 93.96 feet to a point of tangency; thence N77°36'48"E for 650.94 feet to a point of curvature of a circular curve to the right having a radius of 100.00 feet and a central angle of 76°31'48"; thence Northeasterly, Easterly and Southeasterly, along the arc of said curve for 137.06 feet to a point of tangency; thence S23°40'01"E for 670.59 feet to a point of curvature of a circular curve to the left having a radius of 450.00 feet and a central angle of 21°07'40"; thence Southeasterly, along the arc of said curve for 165.94 feet to a point of tangency; thence S44°47'42"E for 527.73 feet to a point of curvature of a circular curve to the right having a radius of 240.00 feet and a central angle of 63°49'39"; thence Southeasterly, Southerly and Southwesterly, along the arc of said curve for 267.36 feet to a point of tangency; thence S19°01'58"W for 62.63 feet to a point of curvature of a circular curve to the right having a radius of 456.81 feet and a central angle of 40°01'21"; thence Southwesterly, along the arc of said curve for 319.09 feet to a point of reverse curvature of a circular curve to the left having a radius of 551.53 feet and a central angle of 23°39'42"; thence Southwesterly, along the arc of said curve for 227.77 feet to a point of reverse curvature of a circular curve to the right having a radius of 365.00 feet and a central angle of 46°47'22"; thence Southwesterly, along the arc of said curve for 314.40 feet to a point of reverse curvature of a circular curve to the left having a radius of 50.00 feet and a central angle of 180°00'00"; thence Southwesterly, Southerly, Southeasterly and Easterly, along the arc of said curve for 157.08 feet to a point of compound curvature of a circular curve to the left having a radius of 485.00 feet and a central angle of 46°47'22"; thence Easterly and Northeasterly, along the arc of said curve for 396.07 feet to a point of reverse curvature of a circular curve to the right having a radius of 451.53 feet and a central angle of 23°39'42"; thence Northeasterly, along the arc of said curve for 186.47 feet to a point of reverse curvature of a circular curve to the left having a radius of 776.14 feet and a central angle of 38°48'59"; thence Northeasterly, along the arc of said curve for 525.62 feet to a point of tangency; thence N20°02'28"W for 441.22 feet to a point of curvature of a circular curve to the right having a radius of 40.00 feet and a central angle of 69°48'07"; thence Northeasterly and Easterly, along the arc of said curve for 48.73 feet to a point of tangency; thence S88°57'32"E for 1214.51 feet to a point of curvature of a circular

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curve to the right having a radius of 51.22 feet and a central angle of  $67^{\circ}50'57''$ ; thence Easterly and Southeasterly, along the arc of said curve for 80.88 feet to a point of tangency; thence  $S22^{\circ}08'34''E$  for 484.38 feet to a point of curvature of a circular curve to the right having a radius of 964.83 feet and a central angle of  $22^{\circ}08'12''$ ; thence Southeasterly, and Southerly along the arc of said curve for 371.93 feet to a point of tangency; thence  $S00^{\circ}01'22''E$  for 1045.15 feet to a point of curvature of a circular curve to the right having a radius of 200.00 feet and a central angle of  $90^{\circ}00'00''$ ; thence Southerly, Southwesterly and Westerly, along the arc of said curve for 314.18 feet to a point of tangency; thence  $S89^{\circ}58'38''W$  for 100.01 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Port St. Lucie, St. Lucie County, Florida, containing 80.88 acres, more or less.

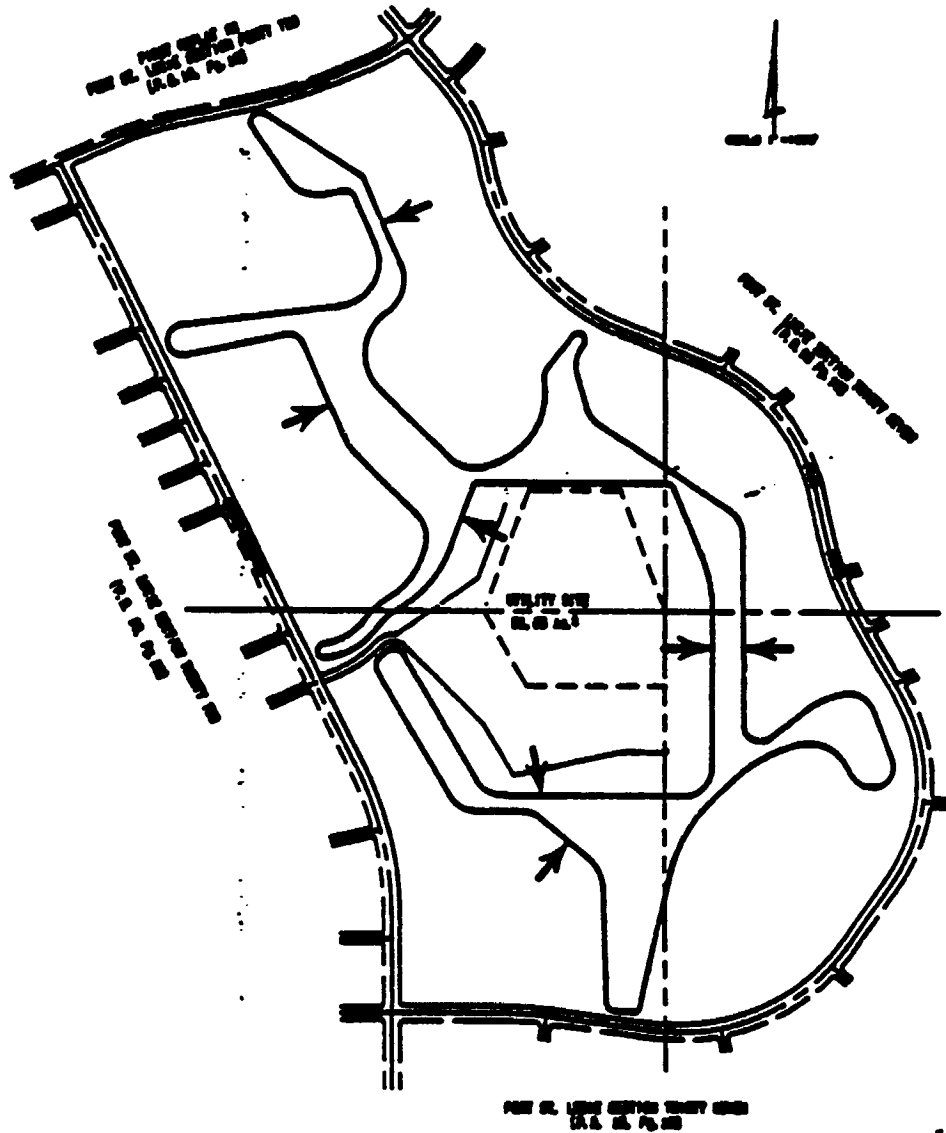
All of the above subject to any easements and/or Rights-of-Way of record.

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**PARCEL A & 02 PLANNING AREA 731**

A PORTION OF SECTIONS 20, 21, 22 & 23  
TOWNSHIP 37S, RANGE 02E  
CITY OF PORT ST. LUCIE,  
ST. LUCIE COUNTY, FLORIDA

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