



ADDITIONAL INFORMATION
CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT
"SERVING WITH EXCELLENCE"



INTEROFFICE MEMO

TO: Donald Cooper, City Manager

THRU: Donald Freedland, Director *DF*

FROM: John Dunton, Project Manager *JD*

DATE: November 2, 2007

RE: *"Lake Use Agreement for Sawgrass Lakes"*

In response to your memorandum dated October 19, 2007, regarding the lake use agreement I have the following comments.

- The City needs to have assurance from the Master Homeowner's Association that they will strictly adhere to any and all irrigation and watering restrictions enforced by the South Florida Water Management District.
- The dry conditions, coupled with the drawing of stormwater for irrigating the subdivisions within the A-4 drainage basin this year, exposed the shoreline in excess of (5) five feet. As a result, it excited the growth of unwanted aquatic vegetation such as Hydrilla and Torpedo Grass. When herbicides are applied to a targeted species such as Hydrilla, the water being drawn for irrigation purposes can negatively impact the turf and landscape on improved properties.
- We did a littoral test plot at the entrance to Panther Trace with the intention of promoting native vegetation along the shoreline. It is imperative that the Homeowner's Association continues promoting shoreline vegetation to neutralize the adverse effects of excessive nutrient levels coming from the improved properties. If this methodology is not embraced, it will negatively impact shoreline stability and recreational use.

If you should need any additional information concerning this, please contact this office.

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JD/

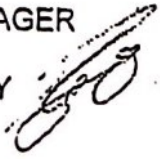
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City Manager's Office

Tel: (772) 871-5100/5101 • Fax: (772) 871-7397 • TDD: (772) 344-4002

Email: publicworks@cityofpsl.com

MEMORANDUM

TO: DONALD B. COOPER, CITY MANAGER
FROM: ROGER G. ORR, CITY ATTORNEY 
DATE: OCTOBER 12, 2007
SUBJECT: SAWGRASS LAKES MASTER ASSOCIATION PROPOSED SECOND
ADDENDUM TO LAKE USE AGREEMENT

I have reviewed the enclosed Second Addendum to the Agreement submitted for the City's review by the Sawgrass Lakes Master Association, Inc. The purpose of the agreement is to permit withdrawal of water from the lake for irrigation purposes by the Sawgrass Lakes Master Association, Inc. This Second Addendum to the Agreement has been reviewed by my office and is approved as to form for consideration by the City Council.

Please advise if anything is required from this office.

RGO/dmf

c: Katy L. Bowen, Esq., Ross, Earle & Bonan, PA (Via Facsimile 287.1745)

RECEIVED

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City Manager's Office

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MEMORANDUM

TO: CITY COUNCIL

FROM: DONALD B. COOPER, CITY MANAGER 

SUBJECT: SAWGRASS LAKES MASTER ASSOCIATION PROPOSED SECOND ADDENDUM TO LAKE USE AGREEMENT

DATE: OCTOBER 19, 2007

Attached herein please find a Second Addendum to the Agreement between the City of Port St. Lucie and the Sawgrass Lakes Master Association, Inc. This Agreement would allow property owners surrounding the various lakes to utilize the lakes for irrigation purposes. As such, it would also by implication allow the crossing of the riparian easement that surrounds the lake. The city has received complaints from other members in the Sawgrass Lakes development of this encroachment, if you will, by individuals for irrigation purposes.

If the City Council approves said proposed addendum, then utilization of the lake for irrigation purposes would be permitted as well as the crossing of the riparian easement by irrigation pipes, which would be a necessity to allow for said irrigation. If the City Council does not approve said Agreement, the city will then begin taking action against the individual property owners who have trespassed and advise them that they must remove their irrigation lines from the riparian easement.

It should be noted by the City Council, the staff has met with representatives of South Florida Water Management District, who have indicated that they have no objection to utilizing the lake for irrigation purposes by individual property owners as the overall withdrawal from the lake is diminutive in nature. It should also be noted by the City Council, this lake is a storm water retention area which the depth of the lake is govern by a fixed weir. There is the potential in a drought situation that the withdrawal from the lake may drive the level of the lake downward below the fixed weir amount. To what extent that may occur is unknown and is dependent upon both the amount of withdrawals and the length and intensity of any drought that may occur.

If you have any questions or need any additional information, this office stands ready to provide same.

DBC:mv
Attachment

CC: Roger G. Orr, City Attorney
Walter B. England, P.E., City Engineer
Donald Freedland, Public Works Director
Jerry A. Bentrott, Assistant City Manager
Gregory J. Oravec, Assistant City Manager/CRA Director
Katy L. Bowen, Esq., Ross, Earle & Bonan, PA

ADDENDUM TO AGREEMENT

This Addendum to Agreement made and entered into this 29th day of March, 2006 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 Master Association, Inc., a not for profit corporation, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the City and Sawgrass Lakes, Inc. entered into an Agreement dated December 23, 1996, providing for a license from the City to Sawgrass Lakes, Inc. for limited passive activities of the water body known as S.W.F.S.L. Pond A4 in Planning Area 731, owned by the City.

WHEREAS, Sawgrass Lakes, Inc., assigned its rights in the Agreement to the Association; and

WHEREAS, the parties wish to modify the Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual covenants herein contained, It is agreed that the Agreement is modified as follows:

1) All references to Sawgrass Lakes, Inc. are hereby modified to be Sawgrass Lakes Master Association, Inc. ("Association").

2) Paragraph 2 of the Agreement shall be modified to read as follows:

2. Association 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 the use of non-motorized water craft and water craft powered by electric motors up to a fifty-pound thrust. The parties agree that all water craft must be removed from the lake when not in use. Additionally, Association agrees that it will not construct or otherwise authorize the construction of any docks or other permanent improvements within the lake.

The parties acknowledge that the enlargement of the S.W.F.S.L. Pond A4 in Planning Area 731 as outlined on the "Conceptual Development Plan Map" attached hereto as

Exhibit "B", has occurred. The license granted hereunder shall extend to those enlarged premises.

Except as herein modified, all the terms and conditions of the Agreement will remain in full force and effect.

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

Attested to by:

Karen A. Phillips
City Clerk: Karen A. Phillips

CITY OF PORT ST. LUCIE

Donald C. Cooper
Donald C. Cooper, City Manager

WITNESSES:

Mary Hornbeck
Printed Name: MARY HORNBECK

April Stancius
Printed Name: April Stancius

SAWGRASS LAKES MASTER
ASSOCIATION, INC.

Robert Kassoff
Its: Robert Kassoff

SECOND ADDENDUM TO AGREEMENT

This Second Addendum to Agreement made and entered into this 13th day of ~~NOVEMBER~~ (2007) 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 Master Association, Inc., a Florida not for profit corporation, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the City and Sawgrass Lakes, Inc. entered into an Agreement dated December 23, 1996, providing for a license from the City to Sawgrass Lakes, Inc. for limited passive activities of the water body known as S.W.F.S.L. Pond A4 in Planning Area 731, owned by the City.

WHEREAS, Sawgrass Lakes, Inc., assigned its rights in the Agreement to the Association; and

WHEREAS, the parties executed an Addendum to the Agreement dated March 29, 2006; and

WHEREAS, the parties wish to modify the Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed that the Agreement is modified as follows:

1) Paragraph 2 of the Agreement shall be modified to read as follows:

2. Association 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 Exhibits "A" and "B" attached hereto and by reference incorporated herein. The non-exclusive license is strictly for the limited purposes of fishing; the use of non-motorized water craft and water craft powered by electric motors up to a fifty-pound thrust; and the withdrawal of water from the lake for irrigation. The parties agree that all water craft must be removed from the lake when not in use. Additionally, Association agrees that it will not construct or otherwise authorize the construction of any docks or other permanent improvements within the lake. The Association agrees that any withdrawal of water from the lake for irrigation purposes shall not: (1) change the profile of the lake; (2) disturb vegetation within the lake; nor (3) increase the turbidity of the lake.

The parties acknowledge that the enlargement of the S.W.F.S.L. Pond A4 in Planning Area 731 as outlined on the "Conceptual Development Plan Map" attached hereto as Exhibit "B", has occurred. The license granted hereunder shall extend to those enlarged premises.

Except as herein modified, all the terms and conditions of the Agreement will remain in full force and effect.

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

Attested to by:

Laura A. Phillips
City Clerk:

CITY OF PORT ST. LUCIE

Donald C. Cooper
Donald C. Cooper, City Manager

WITNESSES:

Robert Kassof Treas

Printed Name:

Robert Kassof Treas

Printed Name: Kathy Y. Eble, Sec

Kathy Y. Eble, Sec

SAWGRASS LAKES MASTER
ASSOCIATION, INC.

[Signature]
Its: PRESIDENT