

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 Storcus
Printed Name: April Storcus

SAWGRASS LAKES MASTER ASSOCIATION, INC.

Robert Kassoff
Its: [Signature]

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 J. Eble, Sec
Kathy J. Eble, sec

SAWGRASS LAKES MASTER ASSOCIATION, INC.
[Signature]
Its: PRESIDENT