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USE AND MAINTENANCE AGREEMENT

THIS USE AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into on the later of the dates below by and between **SAWGRASS LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**ASSOCIATION**"), whose address is 298 SW Panther Trace, Port St. Lucie, FL 34953 and **S & H BUSINESS, INC.**, a Florida corporation, whose address is 5903 NW Favlan Ave., Port St. Lucie, FL 34986 ("**S&H**").

RECITALS:

WHEREAS, S&H is the record owner of certain real property which forms a portion of the front corner of **SAWGRASS LAKES P.U.D.**, (i.e., the Northwest corner of said P.U.D., being the corner of Darwin Boulevard and Tulip Boulevard).

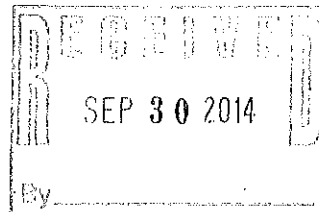
WHEREAS, the Property subject to this Agreement is divided into two (2) separate parcels being described as follows: 1) the landscape easement area (hereinafter referred to as the "**Landscape Easement Area**") said property being more particularly described on Exhibit "A" attached hereto and made a part hereof; and 2) the sign easement area (hereinafter referred to as the "**Sign Easement Area**") said property being more particularly described on Exhibit "B" attached hereto and made a part hereof. Note: The Landscape Easement Area and the Sign Easement Area may be collectively referred to below as the Property, all of which is graphically depicted on Exhibit "C" attached hereto and made a part hereof.

WHEREAS, the parties have determined that the Property will be best maintained by the **ASSOCIATION**, notwithstanding the actual ownership of the Property by S&H; accordingly, the **ASSOCIATION** shall hereafter be obligated to maintain, repair and replace the Landscape Easement Area, as well as the Sign Easement Area, pursuant to this Agreement and specifically subject to a cost sharing arrangement which the parties agree to as set forth below.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties to be supportive of this Agreement, the parties covenant and agree as follows:

Section 1. Recitals. The foregoing recitals by each of the parties, respectively, are true and correct and are incorporated herein by reference.

*Return to:
McCarthy Summers*



JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE NUMBER: 1919340 OR BOOK 1398 PAGE 1247
Recorded: 06/01/01 08:57

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Section 2. Rights and Authority of the ASSOCIATION. The ASSOCIATION shall have the sole right and authority, from this date forward, to maintain, repair, replace and improve the Property. In this regard, the ASSOCIATION shall have the duty and control as to level of maintenance, repairs, replacements and improvements that the Property shall receive, which includes, but is not limited to, esthetics, lighting, signs, trees, shrubs, turf, walls and the like. All such work shall be performed at all times in a prudent and workmanlike manner. The ASSOCIATION shall not permit any lien or encumbrance to be placed on the Property. The ASSOCIATION agrees that all of its contractors who perform any work on the Property shall be insured and shall list S&H as a certificate holder and additional insured where possible. S&H hereby appoints the ASSOCIATION as its agent, which agency shall not be terminated or revoked during the term of this Agreement, to execute any documents to include permits and notices of commencement required by law or any governmental entity, to perform the authority of the ASSOCIATION under this Agreement. The right of use by the ASSOCIATION under this Agreement shall be nonexclusive such that S&H shall have the right to such ingress and egress, by curb cut or otherwise, as may be commercially reasonable for S&H to develop its property, together with the reservation hereby of S&H's right to construct and maintain its own signage in those areas within the Landscape Easement Area as more particularly described on Exhibit "D" attached hereto and made a part hereof (the "S&H Sign Easement Areas").

Section 3. Assessments and Access.

- 3.1 **Assessments.** S&H shall be liable to the ASSOCIATION for one-half (1/2) of all expenses incurred by the ASSOCIATION as S&H's contribution toward the obligations assumed by the ASSOCIATION under this Agreement relative to the Landscape Easement Area only and expressly excluding any expenses related to the Sign Easement Area, which Sign Easement Area shall be maintained by the ASSOCIATION at the ASSOCIATION's sole cost and expense. Notwithstanding the above, S&H shall construct and maintain, at S&H's sole cost and expense, its own signage improvements within the S&H Sign Easement Areas. All maintenance expenses shall be due and payable in advance quarterly in four (4) equal quarterly installments on the first day of each fiscal quarter, i.e., January 1, April 1, July 1 and October 1 of each year. If S&H shall fail to pay any such installment within thirty (30) days of the due date of an installment the ASSOCIATION shall be entitled to recover against S&H, the installments due together with the entire (accelerated) installments due for the remainder of the year, together with interest at the rate of 18% per annum, as well as those sums referred to in Section 5.1 below. Any assessments provided for herein shall be given lien status if a notice of violation is recorded in the public records of St. Lucie County, Florida and the ASSOCIATION may foreclose any such lien by following the foreclosure procedures similar to those procedure established for mortgage foreclosures.

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3.2 **Access.** As additional consideration, S&H shall provide access to the Property subject to this Agreement, which access shall be generous so as to allow the ASSOCIATION the ability to perform all maintenance, repair, replacements and improvements contemplated by this Agreement.

Section 4. Term and Termination. The term of this Agreement shall be for successive one year periods from the later of the dates below, which shall automatically renew from year to year unless canceled in writing by both parties, which cancellation must be signed by both parties and recorded in the public records of St. Lucie County, Florida.

Section 5. Miscellaneous.

5.1 **Enforcement.** In the event it becomes necessary to institute legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the losing party legal costs and attorneys fees, including those incurred at trial, on appeal or in connection with bankruptcy or administrative proceedings.

5.2 **Notices.** All notices and other communications required under this Agreement shall be in writing and shall be sent registered or certified mail, return receipt requested, post prepaid, or by commercial overnight mail carrier, addressed to the parties at their addresses set forth below or to such other addresses as either party may designate from time to time by notice to the other.

If to the ASSOCIATION:

Sawgrass Lakes Master Association, Inc.
ATTN: Mark W. Soverel
298 SW Panther Trace
Port St. Lucie, FL 34953

If to S&H

S & H Business, Inc.
ATTN: Bakul Patel
5903 NW Favian Ave.
Port St. Lucie, FL 34986

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5.3 **Entire Agreement.** Except as otherwise provided in this Agreement, it is hereby understood and agreed that this Agreement shall not be varied, modified or otherwise amended except in writing executed by the parties and further that this Agreement contains the entire understanding of the Agreement of the parties.

5.4 **No Waiver.** The failure of a party to act or exercise its right under this Agreement shall not be construed as a waiver of such breach nor prevent the party from enforcing strict compliance with any and all of the terms.

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5.5 **Interpretation and Severability.** The interpretation and construction of this Agreement wherever made and wherever to be performed, shall be governed by the laws of the State of Florida. The illegality of any particular provision of this Agreement shall not affect the other provisions of this Agreement, but the Agreement shall be construed in all respects as if such invalid provisions were omitted.

5.6 **No Rule of Construction Applies.** It is hereby recognized and agreed that each party has had ample opportunity to negotiate the terms hereof with advice of legal counsel, and, accordingly, no provision hereof shall be more strictly construed against one party or the other.

IN WITNESS WHEREOF, the parties have executed this Agreement on the later of the dates below.

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Witnesses:

Thomas R. Sawyer
Name: THOMAS R. SAWYER

Ruby Barnett
Name: Ruby Barnett

Witnesses:

Wes Crawford
Name: WES CRAWFORD

Thomas R. Sawyer
Name: THOMAS R. SAWYER

SAWGRASS LAKES MASTER ASSOCIATION, INC., a Florida corporation

By: Mark W. Soverel
Its: President

Date: May 24, 2001

S & H BUSINESS, INC., a Florida corporation

By: Bakul Patel
Its: President

Date: May 24, 2001

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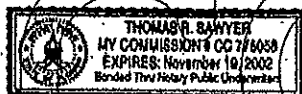
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STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 24th day of May, 2001, by Mark W. Sovereil, as President of SAWGRASS LAKES MASTER ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who: is personally known to me, or has produced N/A as identification, and who did not take an oath.

Thomas R. Sawyer
Name: _____

(NOTARY SEAL)



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

and my commission expires: _____

COPY

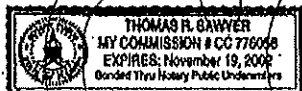
OR BOOK 1398 PAGE 1251

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 24th day of May, 2001, by Bakul Patel, as President of S & H BUSINESS, INC., a Florida corporation, on behalf of the corporation, who: is personally known to me, or has produced Florida Driver License as identification, and who did not take an oath.

Thomas R. Sawyer
Name: _____

(NOTARY SEAL)



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

and my commission expires: _____

COPY

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Exhibit "A"
LANDSCAPE EASEMENT AREA

AN EASEMENT FOR LANDSCAPE PURPOSES BEING A STRIP OF LAND OVER A PORTION OF (PARCEL "A" A NOT INCLUDED PART OF THE PLAT OF SAWGRASS LAKES' PLAT NUMBER 1, A P.U.D. PHASE 1B AND PHASE 1A) SAID EASEMENT BEING FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWESTERLY CORNER OF SAID PARCEL "A" AND RUN N25°34'00"W ALONG THE EASTERLY RIGHT-OF-WAY OF DARWIN BOULEVARD 100' WIDE 624.86' TO A POINT OF CURVER CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OS 25.00'; THENCE, IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE THROUGH THE CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 39.27' TO A POINT OF TANGENCY; THENCE N64°26'00"E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF TULIP BOULEVARD (100' WIDE) 285.14' TO A POINT OF CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1950.00'; THENCE, CONTINUING A LONG THE SOUTHERLY RIGHT-OF-WAY LINE OF TULIP BOULEVARD THROUGH THE CENTRAL ANGLE OF 00°11'51" A DISTANCE OF 6.72' TO A POINT; THENCE, S25°34'00"E ALONG THE EASTERLY LINE OF AFORESAID PARCEL "A" 25.00' TO A POINT; THENCE, RUN IN A SOUTHWESTERLY DIRECTION 25' FROM AND PARALLEL TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF TULIP BOULEVARD (100') WIDE TO A POINT; THENCE, RUN IN A SOUTHEASTERLY DIRECTION 15' FROM AND PARALLEL TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF DARWIN BOULEVARD (100' WIDE) TO ITS TERMINOUS AT THE SOUTHERLY LOT LINE OF SAID PARCEL "A" OF WHICH THIS IS A PART.

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Exhibit "B"
SIGN EASEMENT AREA

EASEMENT FOR SIGN PURPOSES SITUATE ON A PARCEL OF LAND KNOWN AND DESIGNATED AS (PARCEL "A", A NOT INCLUDED PART OF THE PLAT OF SAWGRASS LAKES PLAT NUMBER 1, A P.U.D. PHASE 1B AND PHASE 1A) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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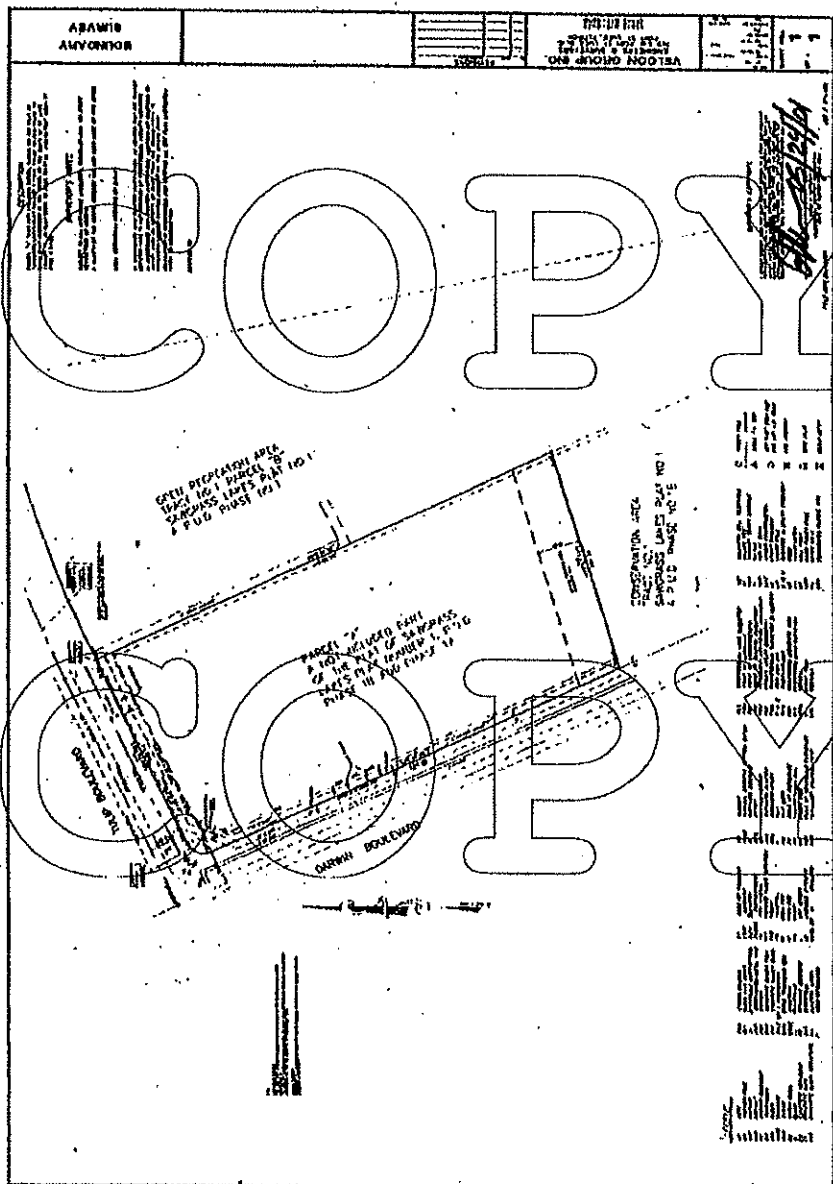
COMMENCE AT A POINT OF CURVE IN THE EASTERLY RIGHT OF WAY LINE OF DARWIN BOULEVARD (100' WIDE) AT THE INTERSECTION OF SAID DARWIN BOULEVARD AND TULIP BOULEVARD (100' WIDE); THENCE, N64°26'00"E 15.00' TO THE POINT OF BEGINNING; THENCE CONTINUE N64°26'00"E ON A LINE PARALLEL WITH AND 25' ADJACENT TO THE SOUTHERLY RIGHT OF WAY LINE OF TULIP BOULEVARD 28.08' TO A POINT; THENCE SOUTHEASTERLY AT RIGHT ANGLE TO THE PREVIOUS COURSE 5.29' TO A POINT THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE BEING TURNED TO THE LEFT ON AN OBTUSE ANGLE OF 134°37'52" FROM THE PREVIOUS COURSE 31.68' TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE BEING TURNED T THE LEFT ON AN OBTUSE ANGLE OF 135°22'08" FROM THE PREVIOUS COURSE 5.54' TO A POINT; THENCE, N25°34'00"W ALONG A LINE 15' FROM AND PARALLEL WITH THE EASTERLY RIGHT OF WAY OF DARWIN BOULEVARD (100' WIDE) 27.54' TO THE POINT OF BEGINNING

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Exhibit "C"
GRAPHIC DESCRIPTION
OF
LANDSCAPE EASEMENT AREA
AND
SIGN EASEMENT AREA

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JOANNE HOLMA
CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE NUMBER: 1-66318 OR BOOK 1444 PAGE 2106
Recorded: 10/15/01 13:38

**ASSIGNMENT AND ASSUMPTION OF DEVELOPER RIGHTS
WITH RESPECT TO SAWGRASS LAKES P.U.D.**

THIS ASSIGNMENT ("Assignment") is made on the dates below by SAWGRASS LAKES, INC., a Florida corporation ("Assignor") to SOVEREL DEVELOPMENT SAWGRASS LAKES, INC., a Florida corporation ("Assignee").

WHEREAS, the Declaration of Covenants and Restrictions for Sawgrass Lakes P.U.D., together with Articles of Incorporation and By-Laws attached as exhibits thereto, was recorded at Official Record Book 1132, Page 2077, Public Records of St. Lucie County, Florida ("Governing Documents");

WHEREAS, the Assignor hereby agrees to assign to Assignee, and the Assignee agrees to accept the assignment from the Assignor, all rights of the "developer" under the governing documents and under Chapter 720, Florida Statutes.

NOW THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) from the Assignee to the Assignor, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct, and are incorporated into this Assignment by reference.
2. The Assignor hereby assigns and transfers to the Assignee all rights of the "Developer" pursuant to the Governing Documents and Chapter 720, Florida Statutes.
3. This Assignment shall inure to and run for the benefit of and be binding upon the parties and their respective successors, assigns and legal representatives.
4. This Assignment shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Assignment has been signed by the Assignor and Assignee on the dates below.

WITNESSES:

Sign: Thomas R. Sawyer
Print: THOMAS R. SAWYER

Sign: [Signature]
Print: [Name]

ASSIGNOR:

SAWGRASS LAKES, INC., a Florida corporation

By: [Signature] Title: Pres.
Print: MARK W. SOVEREL

Return TO: mail (CORPORATE SEAL)
McCarthy Summers

STATE OF FLORIDA)
COUNTY OF Martin) ss.
~~ST. LUCIE~~

I HEREBY CERTIFY that on this 2nd day of October, 2001, before me personally appeared MARK W. SOVEREL, as PRESIDENT of SAWGRASS LAKES, INC., a Florida corporation, who is personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identified and who did not take an oath and who executed the aforesaid as his/her free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at STUART in the County of St. Lucie, State of Florida, the day and year last aforesaid.



NOTARY PUBLIC
Sign: [Signature]
Print: THOMAS R. SAWYER

ACCEPTANCE OF ASSIGNMENT AND ASSUMPTION

SOVEREL DEVELOPMENT SAWGRASS LAKES, INC., a Florida corporation, as Assignee in the above Assignment of Developer Rights, does hereby accept and assume the above-referenced assignment. The Assignee will not be responsible for any acts or omissions of the Assignor or any of its predecessors, but shall only be responsible for the acts or omissions of the Assignee.

ASSIGNEE:

SOVEREL DEVELOPMENT SAWGRASS LAKES, INC., a Florida corporation

By: [Signature] Title PRES.
Print: MARK W. SOVEREL
(CORPORATE SEAL)

WITNESSES:

Sign: [Signature]
Print: THOMAS R. SAWYER

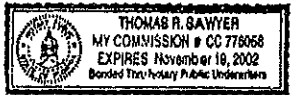
Sign: [Signature]
Print: Picky Parnett

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STATE OF FLORIDA)
) ss.
COUNTY OF ~~ST. LUCIE~~ MARTIN)

I HEREBY CERTIFY that on this 2ND day of October, 2001, before me personally appeared MARK W. SOVEREL, as PRESIDENT of SOVEREL DEVELOPMENT SAWGRASS LAKES, INC., a Florida corporation, who is personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identified and who did not take an oath and who executed the aforesaid as his/her free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at STUART, FLORIDA in the County of St. Lucie, State of Florida, the day and year last aforesaid.



NOTARY PUBLIC
Sign: Thomas R. Sawyer
Print: Thomas R. Sawyer

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