

**ORDINANCE NO. 18-023**

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AFFIRMING THE PRIOR APPROVAL OF A PLANNED DEVELOPMENT (PD) PLAN MODIFICATION** FOR MAYFAIR AT LAWNWOOD PURSUANT TO SECTION 22-40, PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Fort Pierce land development code provides for regulation of uses allowed in zoning districts established within the City limits;

**WHEREAS**, the City of Fort Pierce land development code sets forth the regulation of Planned Developments in Section 22-40;

**WHEREAS**, the regulation of Planned Developments allows for minor and major modification;

**WHEREAS**, the Planned Development was originally approved in 1982 as a subcomponent of the master Planned Unit Development known as Longwood; and

**WHEREAS**, the Planned Development was subsequently modified in 2005; and

**WHEREAS**, an owner of real property within the City of Fort Pierce has petitioned the City of Fort Pierce to revise the approved Planned Development for the project known as Mayfair at Lawnwood; and

**WHEREAS**, the City of Fort Pierce Planning Board held a public meeting on June 14, 2016, to consider Planned Development amendment and motioned to place the item on the table till July 12, 2016, to allow further discussions between the Applicant and the surrounding residential development Longwood of Fort Pierce Homeowner's Association, Inc (Longwood); and

**WHEREAS**, the Applicant worked to schedule several meetings with the Longwood representatives; bringing forth a new revised plan; and

**WHEREAS**, the Applicant continued to the August 9, 2016 meeting of the Planning Board and motioned to place the item on the table until September 13, 2016, to allow further discussions between the Applicant and the surrounding residential development Longwood of Fort Pierce Homeowner's Association, Inc. (Longwood); and

**WHEREAS**, the City of Fort Pierce Planning Board held a public meeting on September 13, 2016, to consider the Planned Development and the Planning Board voted 8-2 to recommend disapproval of the application; and

**WHEREAS**, the City Commission held a duly noticed and advertised public hearing on October 17, 2016, to consider the land development code amendment and after closing the public hearing, motioned to continue the meeting to November 21, 2016; and

**WHEREAS**, the City Commission heard the conclusion of this item at November 21, 2016, meeting and a motion was made to approve the Planned Development with the Condition that the written agreement between the Applicant and Longwood be incorporated into a final development order; and

**WHEREAS**, the written agreement between the Applicant and Longwood has been completed and recorded by Joseph E. Smith, Clerk of the Circuit Court, in the records of St. Lucie County OR Book 4094, Pages 2679-2708; and

**WHEREAS**, the proposed amendment to the Planned Development has been reviewed in accordance with the City's Land Development Code; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Fort Pierce, Florida as follows:

**SECTION 1.** From and after the effective date hereof, the following properties legally described as:

**Parcel IDs** 2416-504-0199-000-1, 2416-504-0199-050-6 & 2416-504-0199-200-3:

Being a parcels of land lying in St. Lucie County, Florida, being more particularly described as follows; LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT INT NLI NEBRASKA AV AND E LI S 19 ST (CANAL), TH N 1 25 E ALG E LI OF SD S 19 ST 582.85 TO S R/W LI OF N LAWNWOOD CIR, TH ELY ALG SD S R/W ON A CURVE CONCAVE SLY, DELTA 20 21 26, R OF 1189.24, ARC DIST 422.54, TH S 01 25 01 W 375.70 FT, TH S 30 59 45 W 183.44 FT TO N R/W LI NEBRASKA AV, TH N 89 28 42 W 327.66 FT TO POB INCL VAC STS AND ALLEYS AS IN OR 265-675 (5.43 AC) (OR 3116-1904);

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG INT S R/W NEBRASKA AV AND E R/W S 19 ST (CANAL), TH RUN S 01 25 00 W ALG SD E R/W 837.73 FT TO N R/W OF S LAWNWOOD CIR, TH ELY ALG SD N R/W ON A CURVE CONC NLY DELTA 19 25 59, R OF 95 FT, ARC DIST 32.22 FT, TH S 89 28 42 E 385.02 FT, TH N 01 25 00 E 180 FT, TH N 89 28 42 W 20.04 FT, TH N 01 25 00 E 663.12 FT TO S R/W NEBRASKA AV, TH N 89 28 42 W ALG SD S R/W 395.42 FT TO POB INCL VAC STS AND ALLEYS AS IN OR 265-675 (7.75 AC) (OR 3116-1904); and

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT PT OF INT OF E LI OF S 19 ST CANAL AND LI DESC IN OR 83-343, TH CONT ELY ALG SD LI DESC IN OR 83-343 350 FT, TH N 01 25 E 330.54 FT TO S LI S LAWNWOOD CIR, TH WLY ON S R/W 350.17 FT, TH SLY 334 FT TO POB (2.69 AC) (OR 3116-1904)

and further depicted on Exhibit "A", attached hereto and incorporated herein, shall be and the same are hereby known as the PD, Planned Development (PD-Mayfair); said properties being generally located at 1801 Nebraska Avenue in Fort Pierce, Florida.

**SECTION 2.** The Development Plan for the subject Planned Development as depicted on Exhibit B, subject to the conditions set forth in Exhibit C, both of which are attached hereto and incorporated herein by reference, be and the same are hereby approved, and shall serve as the Development Plan associated with the subject Planned Development. The written agreement between the Applicant and Longwood be incorporated into a final development order is attached as Exhibit D.

**SECTION 3.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION 4.** All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall no further force of effect whatsoever.

**SECTION 5.** This Ordinance is and the same shall become effective immediately upon final passage.

**SECTION 6.** This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

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James M. Messer  
City Attorney

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

**WE, THE UNDERSIGNED**, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.18-023 was duly advertised by title only in the St. Lucie News Tribune on June17, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on July 2nd, 2018; and was duly introduced, read by title only, and passed on second and final reading July 16<sup>th</sup>, 2018, by the City Commission of the City of Fort Pierce, Florida.

**IN WITNESS HEREWITH**, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 16<sup>th</sup> day of July, 2018.

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Linda Hudson  
Mayor Commissioner

ATTEST:

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Linda W. Cox  
City Clerk

(City Seal)

**EXHIBIT A**

**Sketch and Legal Description of Subject Property**



**Legal Description of Subject Property**

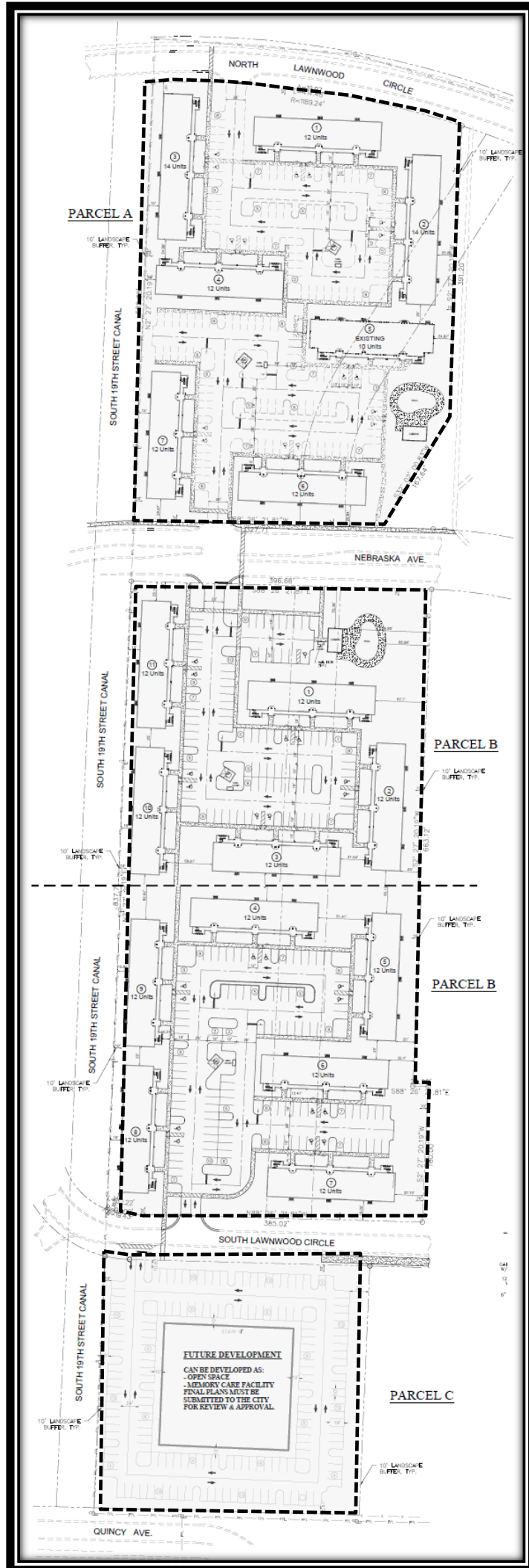
**Parcel IDs:** 2416-504-0199-000-1, 2416-504-0199-050-6 & 2416-504-0199-200-3:

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**EXHIBIT B**  
**Development Plan**



**EXHIBIT B**



	Parcel A	Parcel B	Parcel C	Total
Gross Area	5.24	7.76	2.66	15.66
# of Buildings	7	11	0	18
1 BR	40	66	0	106
2 BR	42	66	0	108
3BR	4			4
	86	132	0	218
	16.41	17.01	0.00	13.92
Required Parking				
1.5 Spaces Per Unit	129	198	0	327
Provided	151	224	0	375
Parking Ratio	1.76	1.70	0.00	1.72

The property has a zoning of PUD and an overall density of 13.86. The underlying Land Use is Medium with a 6.5 to 12 DU/Acre. There is a bonus program for 5 additional units for a total of 17. The site should qualify for the total bonus.

**Existing and Proposed Land Use Tables**

The following is a Land Use Table of the existing and the proposed design criteria for the PD:

**Land Use Table**

Parcel ID	Acreage
2416-504-0199-000-1	5.35 acres
2416-504-0199-050-6	7.75 acres
2416-504-0199-200-3	2.69 acres
Total	15.8 acres <b>15.66 acres Surveyed</b>
Existing Land Use	RM – Residential Medium
Proposed Land Use	RM – Residential Medium
Existing Zoning	PUD /PD
Proposed Zoning	PUD /PD
Adjacent Zoning	
North	R-4
South	OS-1
East	PUD /PD
West	C-1
FEMA Firm	12111C0187J
Flood Zone	X

	Existing	Proposed
Maximum Building Height	3 Story (35 Feet)	Residential 2 Story (24 Ft.) Commercial 3 Story (35 Ft)* (Subject to Further Approval)
Property Set-back		
North		15 Feet
South		15 Feet
East		25 Feet
West		15 Feet
Building Separation	25 Feet	25 Feet
Open Space	20%	25% (Min.)
Parking		
Required	1.5 Spaces per unit (345)	1.5 Spaces per Unit (327)
Provided		1.71 Spaces per Unit (373)
HC Parking		
Required		2% (8)
Provided		11 % (44)

**EXHIBIT C**

**Conditions of Approval**

- 1) The property owner and/or applicant secure the necessary authorization and/or easements to complete the proposed off-site sidewalk connections;
- 2) The applicant adjusts the Site Plan to reflect the prospective enlargement of the central amenity structure.
- 3) The development of the southern parcel as a forty (40) unit ACLF/Memory Care facility is subject to the review and approval of a design review application pursuant to City Code Section 22-59. - Design subject to consideration by the Planning Board and City Commission.
- 4) The written agreement between the Applicant (Mayfair) and the adjacent HOA (Longwood) is incorporated into the Ordinance.

**EXHIBIT D**

**Agreement for Development Order between  
Mayfair at Lawnwood REPH LLC and  
Longwood of Fort Pierce Homeowner's Association, Inc.**

This instrument prepared by, and  
Upon recording return to:

David B. Earle, Esquire  
Ross Earle Bonan & Ensor, P.A.  
P.O. Box 2401  
Stuart, FL 34995

**Agreement for Development Order  
between  
Mayfair at Lawnwood REPH LLC ("Mayfair") and  
Longwood of Ft. Pierce Homeowners Association, Inc. ("Longwood")**

The Parties, Mayfair at Lawnwood REPH LLC, a Florida limited liability company ("Mayfair") with a mailing address at 780 N.W. 42<sup>nd</sup> Avenue, Miami, Florida 33126, and Longwood of Ft. Pierce Homeowners Association, Inc., a Florida not-for-profit corporation ("Association") with a mailing address at 1505 Nebraska Avenue, Ft. Pierce, Florida 34950 (collectively referred to the "Parties") hereby enter into this Agreement for Development Order ("Agreement"); and

**WHEREAS**, Mayfair has applied for a Development Order from the City of Ft. Pierce ("City") for the real property more particularly described in Exhibit "B" ("Mayfair Property"); and

**WHEREAS**, the Association is a Florida Homeowners Association organized pursuant to Chapters 617 and 720, Florida Statutes, for the purpose of operating and managing that certain real property described in the Declaration of Covenants, Conditions and Restrictions of Longwood Village, recorded in Official Record Book 408, Page 635, Public Records of St. Lucie County, Florida, as amended from time to time ("Longwood Property"); and

**WHEREAS**, the Association has raised several objections to the Mayfair Development Order application; and

**WHEREAS**, the Parties have reached an agreement with regard to the development of the Mayfair Property, as set forth below;

**NOW THEREFORE**, in consideration of the exchange of promises and other good and valuable consideration, acknowledged by each party as received and accepted, the Parties agree as follows:

1. All the recitals above and below are true, correct and shall be incorporated into this Agreement and the Development Order.
2. This Agreement provides for the construction of no more than 218 rental units in the project on the north and middle parcels of the Mayfair Property, as depicted on Exhibit "A." Such units shall be developed substantially in accordance with the Plan attached as Exhibit "A". The Association agrees to the Development Order as applied for by Mayfair and supports the same, subject to the terms and conditions set forth herein.
3. The southern parcel of the Mayfair Property ("South Parcel") shall be improved by Mayfair at Mayfair's sole cost with (i) a lake or water retention basin as shown on the plans approved by City of Fort Pierce ("Plans") as depicted on Exhibit "D"; (ii) the enlargement of the existing discharge weir and/or opening; (iii) connection of the existing drainage to the new lake; and (iv) the connection of new lake or water retention basin to the South 19<sup>th</sup> Street Canal, all as more

particularly described and detailed in Exhibit "D" (collectively, "Improvements"). Within sixty (60) days after completion of such Improvements as certified by a licensed engineer or architect acceptable to the Parties, the South Parcel shall be conveyed by special warranty deed ("Deed") to the Association, free and clear of monetary liens but subject to a use restriction of the South Parcel as part of the water management system benefitting both the Longwood Property and the Mayfair Property ("Water Management System"). The Association shall assume all obligations for ad valorem taxes relating to the Improvements and the South Parcel prorated for the year of closing and then solely thereafter. Mayfair shall be responsible to pay the design and permitting costs of the Improvements and any documentary stamp or transfer taxes and recording costs for the Deed (collectively, "Mayfair Costs").

4. All obligations of Mayfair and the Association under this Agreement are contingent upon the receipt of approvals from South Florida Water Management District, and the City of Fort Pierce, as applicable, and/or any other agency from which a permit shall be required (collectively, "Lake Permit") for the construction of the Improvements. The obligations of Mayfair and the Association under this Agreement are subject to the City's approval of a density transfer sufficient to allow for a residential community and related amenities consisting of up to 218 units to be constructed on the northern and middle parcels of the Mayfair Property. At least 50% of the constructed units shall be two or three bedroom units, each with a minimum square footage of 997 square feet, and no more than 50% of the constructed units shall be one bedroom units, each with a minimum of 806 square feet (collectively, "Project").
5. Mayfair will apply for the Lake Permit prior to the commencement of any construction of the Project. Mayfair shall be permitted to commence construction of up to two buildings of the Project following the application for the Lake Permit. Subject to having obtained the Lake Permit, Mayfair shall commence the construction of the Improvements no later than 18 months after the date of execution of the Development Order by the City ("DO Approval"). Mayfair shall proceed diligently and complete the construction of the Improvements no later than 2 years from DO Approval. Mayfair will expend up to \$100,000.00, which Mayfair reasonably believes is sufficient to complete the Improvements and to pay the Mayfair Costs. In the event that a portion of the said \$100,000.00 is not used for construction of the Improvements and the Mayfair Costs, then the remainder of the funds shall be used to enhance the South Parcel with landscaping and other amenities agreed upon by the Parties. In the event the Mayfair Costs exceed \$100,000.00, Mayfair shall be responsible to pay such excess; provided however, Mayfair shall be entitled to recover any economic benefit of any fill removed from the Lake.
6. The Parties agree that the Project units may be rental units provided that the minimum initial lease term for all units shall be twelve (12) months. Thereafter, up to twenty-five percent (25%) of the units may be leased for a term of no less than nine (9) months (and the remaining seventy-five percent (75%) of the units will continue to be subject to a twelve (12) month minimum lease term).
7. The Shared Use Agreement attached as Exhibit "C" will be amended within sixty (60) days from the effective date of this Agreement. The amended Shared Use Agreement will acknowledge that, in consideration for and upon completion of the Improvements and conveyance of the South Parcel as described in paragraphs 3, 4 and 5 above, Mayfair will no longer owe the Association any contribution for Shared Costs accruing through December 31, 2017. Commencing January 1, 2018, Mayfair and the Association will each be responsible for fifty percent (50%) of the Shared

Costs of maintaining the Water Management System (and such Shared Costs shall include, but not be limited to, routine maintenance, repair, replacement and capital reserves for same).

8. Mayfair will construct the sidewalks on the west side of the Mayfair Property as detailed in the Development Order.
9. Mayfair will construct concrete walls, on the eastern portion of the north and middle parcels of the Mayfair Property. Mayfair is not obligated to construct any wall bordering the South Parcel. The north and middle parcel walls shall be constructed at the start of vertical construction on each respective parcel, provided, however that both walls shall be completed no later than 2 years from DO Approval, regardless of whether vertical construction has commenced on either or both parcels.
10. This Agreement represents a compromise and a settlement of disputed claims.
11. Mayfair and Longwood acknowledge that each has had the opportunity to consult with such professionals, experts, and legal counsel of their choice as either may have desired with respect to the matters set forth herein.
12. Each party has participated fully in the negotiation and preparation of this Agreement and each party has carefully reviewed this Agreement and is entering into the same freely. Accordingly, this Agreement shall not be more strictly construed against either party.
13. Each party represents and warrants each signatory hereto has the full power and authority to enter into this Agreement.
14. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.
15. This Agreement may be executed in one or more counterparts, each of which shall be a duplicate original, but a complete set of which taken together shall constitute one and the same instrument. Either of the parties hereto may execute this Agreement by signing any such counterpart or counterparts. Electronically mailed digital copies and/or faxed copies shall be deemed originals for all purposes, including enforcement.
16. If any obligation cannot be performed or completed at or within the time specified in this Agreement for any reason beyond the control of the obligor that is recognized as an excuse to timely performance under the laws of the State of Florida, the time for performance or completion shall be extended as necessary.
17. Should any provision of this Agreement, for any reason and to any extent, be determined invalid or unenforceable, the remainder hereof shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Florida law.
18. This Agreement shall be recorded in the official records of Saint Lucie County and shall constitute covenants running with the land against the Longwood Property and the Mayfair Property.
19. Any and all disputes, claims and controversies arising out of, or relating to, this Agreement (including, but not limited to, the breach or validity thereof) shall be settled in a court of competent jurisdiction located in St. Lucie County, Florida. The parties consent to such venue and jurisdiction and waive any claims that such venue is an inconvenient forum. The parties may seek all remedies for any breach of this Agreement to which either may be entitled in law or equity. The prevailing party in any action that is brought to enforce this Agreement shall be entitled to the recovery of reasonable attorney's and paralegals' fees and costs, including

bankruptcy and appellate fees and costs, earned and incurred as a result thereof, in addition to any award and/or decision entered in connection therewith.

20. No modification of this Agreement shall be valid or effective unless in writing and signed by the Parties.
21. This Agreement is binding upon and inures to the benefit of each Party, and/or its successors and assigns.

**ALL SIGNATURES ON FOLLOWING PAGES**

*ON*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 18<sup>th</sup> day of January, 2018.

WITNESSES:

[Signature]  
Printed Name: Joseph Moussa  
[Signature]  
Printed Name: MYRNA LEEA

MAYFAIR AT LAWNWOOD REPH LLC,  
a Florida limited liability company

By: REPH Management, Inc., a Florida corporation, its Manager  
[Signature]  
By: Carlos Sandino  
Name: Carlos Sandino  
Title: Vice President

STATE OF FLORIDA  
COUNTY OF Duval

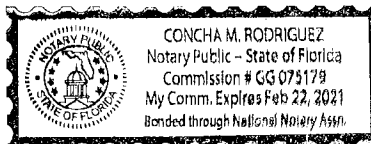
The foregoing instrument was subscribed to and acknowledged before me this 18<sup>th</sup> day of January, 2018, by Carlos Sandino as Vice President of REPH Management, Inc., a Florida corporation, on behalf of the corporation as Manager of MAYFAIR AT LAWNWOOD REPH LLC, a Florida limited liability company, in such capacity on behalf of the company, and who  is personally known to me or  has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

[NOTARIAL SEAL]

[signatures continue]



WITNESSES:

[Signature]  
Printed Name: Beth Ann Wilson  
[Signature]  
Printed Name: Michelle Canill

LONGWOOD OF FT. PIERCE  
HOMEOWNERS ASSOCIATION, INC.,  
a Florida not-for-profit corporation

By: [Signature]  
Name: James H. Gilliland  
Title: Vice President

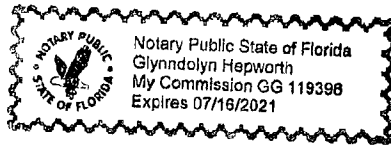
STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was subscribed to and acknowledged before me this 23 day of January, 2018, by James H. Gilliland, as Vice President of Longwood of Ft. Pierce Homeowners Association, Inc., a Florida not-for-profit corporation, in such capacity on behalf of the corporation, and who  is personally known to me, or  has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:  
7/16/21

[NOTARIAL SEAL]

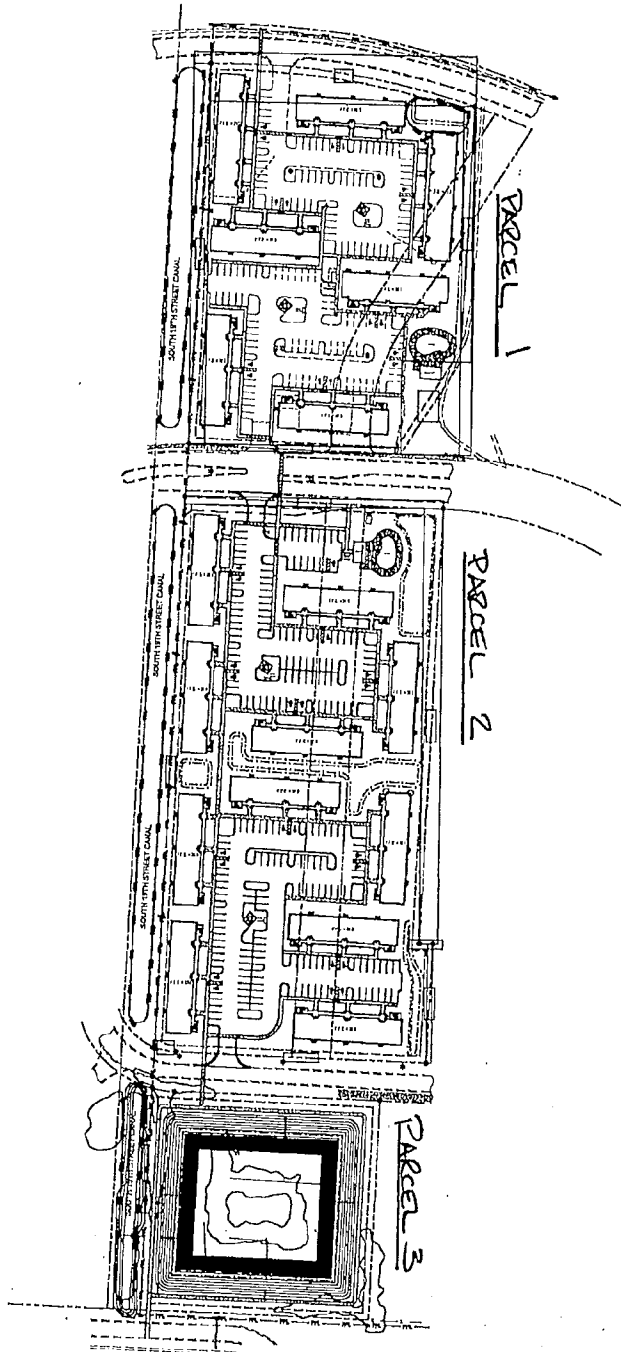


- Exhibit A Plan for 218 Rental Units and Lake
- Exhibit B Legal Description for the North, Middle and Southern Parcels
- Exhibit C Shared Cost Agreement
- Exhibit D Plan of the proposed improvements to the Southern Parcel

EXHIBIT A

Plan for 218 Rental Units and Lake

[see attached]



**WOHLFARTH CONSULTING  
GROUP LLC**  
ENGINEERS & PLANNERS

246 N. WESTMONTA DRIVE  
ALVARADO SPRINGS, FL 32714  
(407) 250-3123

OVERALL SITE PLAN

MAYFAIR  
FORT PIERCE, FL

SCALE	DATE	SHEET
1" = ---'	10/25/2017	EX-01
PROJECT	REVISION	
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EXHIBIT B

Legal Description for the North, Middle and Southern Parcels

[see attached]

LEGAL DESCRIPTION

## PARCEL 1:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31 OF SAID LAWNWOOD ADDITION SUBDIVISION, THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 839.34 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 582.38 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1189.24 FEET, AN ARC DISTANCE OF 414.43 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 82°58'44" EAST AND A CHORD DISTANCE OF 412.34 FEET. THE LAST DESCRIBED COURSE BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTH 01°25' WEST PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THE SOUTH 19TH STREET CANAL, 535.88 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE; THENCE RUN WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 635 FEET, AN ARC DISTANCE OF 15.00 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF NORTH 88°48'06" WEST AND A CHORD DISTANCE OF 15.00 FEET; THENCE RUN NORTH 89°28'42" WEST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 395.42 FEET TO THE POINT OF BEGINNING, THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE.

LESS AND EXCEPT:

PART OF LAWNWOOD ADDITION'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, AND A PART OF LONGWOOD VILLAGE PHASE 3-A, AS RECORDED IN OFFICIAL RECORDS BOOK 586, PAGE 321, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NEBRASKA AVENUE AND THE WEST LINE OF SOUTH 13TH STREET, SAID POINT BEING LOCATED 600 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF QUINCY AVENUE AND THE SAID WEST LINE OF SOUTH 13TH STREET; AS MEASURED ALONG SOUTH 13TH STREET; RUN THENCE NORTH 89°28'42" WEST, ALONG THE SOUTH LINE OF NEBRASKA AVENUE, 401.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 805.94 FEET. THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'40", AN ARC DISTANCE OF 327.90 FEET TO A POINT, SAID POINT BEING A POINT OF REVERSE CURVATURE OF THE ABOVE-MENTION CURVE AND A CURVE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF NEBRASKA AVENUE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE CONTINUE WESTERLY AND NORTHWESTERLY FROM SAID POINT OF REVERSE CURVATURE ALONG SAID CURVE HAVING A RADIUS OF 805.94 FEET; THROUGH CENTRAL ANGLE OF 26°51'20", AN ARC DISTANCE OF 377.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF NEBRASKA AVENUE ALONG A LINE WHICH IS RADIAL TO SAID CURVE, ON A BEARING OF NORTH 50°41'19" EAST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NEBRASKA AVENUE. THENCE RUN NORTH 39°18'41" WEST, 188.33 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 635.00 FEET; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST THROUGH A CENTRAL ANGLE OF 48°48'48", HAVING AN ARC LENGTH OF 540.99 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL. THENCE, CONTINUING ALONG SAID CURVE AND THE NORTH LINE OF NEBRASKA AVENUE, THROUGH A CENTRAL ANGLE OF 01°21'12", AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°28'41" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY OF NEBRASKA AVENUE, A DISTANCE OF 67.76 FEET; THENCE NORTH 30°59'45" EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 167.64 FEET; THENCE SOUTH 01°25'00" WEST A DISTANCE OF 144.69 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NEBRASKA AVENUE AND THE POINT OF BEGINNING.

CONTAINING 0.14 ACRES, MORE OR LESS.

## PARCEL 2:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31, OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 919.35 FEET TO THE POINT OF BEGINNING (P.O.B.), THENCE RUN SOUTH 89°28'42" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE, SAID LINE BEING PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, A DISTANCE OF 396.67 FEET; THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 663.12 FEET THENCE RUN SOUTH 89°28'42" EAST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 20.05 FEET, THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL 180.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH, THENCE RUN NORTH 89°28'42" WEST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 389.02 FEET TO A POINT OF CURVATURE OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 95 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°25'59", AN ARC DISTANCE OF 32.22 FEET TO THE EAST LINE OF THE SOUTH 19TH STREET CANAL. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN NORTH 01°25' EAST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 837.71 FEET TO THE POINT OF BEGINNING.

## PARCEL 3:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCE (P.O.C.) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31, OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 2153.02 FEET TO THE POINT OF BEGINNING (P.O.B.), THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL 334.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 155 FEET, THROUGH A CENTRAL ANGLE OF 12°07'54", AN ARC DISTANCE OF 32.82 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF SOUTH 83°24'42" EAST AND A CHORD DISTANCE OF 32.76 FEET. THENCE RUN SOUTH 89°28'42" EAST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 317.37 FEET. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 330.54 FEET TO THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE; THENCE RUN NORTH 89°28'42" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 350 FEET TO THE POINT OF BEGINNING.

SAID PARCELS (1-3) CONTAIN 15.66 ACRES, MORE OR LESS (15.52 NET ACRES).

EXHIBIT C

Shared Cost Agreement

[see attached]

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY  
FILE # 2905109 OR BOOK 2624 PAGE 765, Recorded 07/31/2006 at 02:24 PM

Prepared by and Return to:

Joel D. Kopelman, Esq.  
Ruden, McClosky, Smith,  
Schuster & Russell, P.A.  
200 E. Broward Blvd., Suite 1500  
Fort Lauderdale, FL 33301

FIRST AMENDMENT TO SHARED COST AGREEMENT

THIS FIRST AMENDMENT TO SHARED COST AGREEMENT ("First Amendment") is made as of the 29 day of MARCH, 2006, by and between LONGWOOD OF FT. PIERCE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit, whose address is 1505 Nebraska Avenue, Ft. Pierce, Florida 34950 (the "Association") and MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership, ("Mayfair") whose address is 6400 Congress Avenue, Suite 2000, Boca Raton, Florida 33487.

WITNESSETH

WHEREAS, the Association and Mayfair entered into that certain Shared Cost Agreement dated October 26, 2005, and recorded in Official Records Book 2432, Page 2160 of the Public Records of Saint Lucie County, Florida (the "Agreement").

WHEREAS, the parties hereinto are desirous of amending the Agreement to correct the legal description attached thereto as Exhibit A.

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

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. Exhibit "A" attached to the Agreement is hereby deleted and replaced with Exhibit "A" attached to this Amendment.
3. Except as amended by this by this Amendment, the Agreement shall remain in full force and effect.

[Signatures to follow on next page]



OR BOOK 2624 PAGE 767

Signed, sealed and delivered  
in the presence of:

Judy Weeden  
Signature  
Judy Weeden  
Print Name

Lilianne Perez  
Signature  
Lilianne Perez  
Print Name

MAYFAIR AT LAWNWOOD,  
LLLP, a Florida limited liability  
limited partnership

By: OHC MANAGEMENT, INC.  
a Florida corporation, its  
general partner

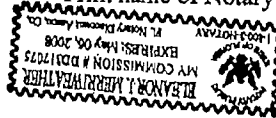
By: Mark Levy as Pres.  
Print Name: Mark Levy  
Title: President  
Date: 3/10/06

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS:

I HEREBY CERTIFY that on this 10<sup>th</sup> day of March, 2006, before me,  
an officer duly authorized in the State aforesaid and in the County aforesaid to take  
acknowledgements, the foregoing instrument was acknowledged before me by Mark  
Levy as President of OHC MANAGEMENT, INC, a Florida corporation, general partner  
of MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership,  
on behalf of said partnership. He/She is personally known to me or has produced  
\_\_\_\_\_ as identification.

Eleanor J. Merriweather  
Notary Public  
Eleanor J. Merriweather  
Print name of Notary Public

My Commission expires:



OR BOOK 2624 PAGE 768

## Exhibit "A"

Parcel 1: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31 of said Lawnwood Addition Subdivision, thence run South  $01^{\circ}25'$  West, along the East line of the South 19th Street Canal Right-Of-Way, 839.34 feet to the point of beginning (P.O.B.); thence run North  $01^{\circ}25'$  East along the East line of the South 19th Street Canal Right-Of-Way, 582.38 feet to the South Right-Of-Way line of Lawnwood Circle North; thence run Southeasterly along a curve concave to the Southwest having a radius of 1189.24 feet, an arc distance of 414.43 feet, said curve having a chord bearing of South  $82^{\circ}58'44''$  East, and a chord distance of 412.34 feet, the last described course being along the Southerly Right-Of-Way line of Lawnwood Circle North; thence run South  $01^{\circ}25'$  West parallel with the East Right-Of-Way line of the South 19th Street Canal, 535.88 feet to the Northerly Right-Of-Way line of Nebraska Avenue; thence run Westerly along a curve concave to the South having a radius of 635 feet, an arc distance of 15.00 feet to a point of tangency, said curve having a chord bearing of North  $88^{\circ}48'06''$  West and a chord distance of 15.00 feet; thence run North  $89^{\circ}28'42''$  West, parallel with the North Right-Of-Way line of Quincy Avenue, 395.42 feet to the point of beginning, the last two (2) described courses being along the Northerly Right-Of-Way line of Nebraska Avenue, less and except the following described real property:

PART OF LAWNWOOD ADDITION'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, AND A PART OF LONGWOOD VILLAGE PHASE 3-A, AS RECORDED IN OFFICIAL RECORDS BOOK 586, PAGE 321, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NEBRASKA AVENUE AND THE WEST LINE OF SOUTH 13TH STREET, SAID POINT BEING LOCATED 600 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF QUINCY AVENUE AND THE SAID WEST LINE OF SOUTH 13TH STREET AS MEASURED ALONG SOUTH 13TH STREET; RUN THENCE NORTH  $89^{\circ}28'42''$  WEST, ALONG THE SOUTH LINE OF NEBRASKA AVENUE, 401.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 805.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $23^{\circ}18'40''$ , AN ARC DISTANCE OF 327.90 FEET TO A POINT, SAID POINT BEING A POINT OF REVERSE CURVATURE OF THE ABOVE-MENTIONED CURVE AND A CURVE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF NEBRASKA AVENUE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE CONTINUE WESTERLY AND NORTHWESTERLY FROM SAID POINT OF REVERSE CURVATURE ALONG SAID CURVE HAVING A RADIUS OF 805.94 FEET; THROUGH A CENTRAL ANGLE OF  $26^{\circ}51'20''$ , AN ARC DISTANCE OF 377.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF NEBRASKA AVENUE ALONG A LINE WHICH IS RADIAL TO SAID CURVE, ON A BEARING OF NORTH  $50^{\circ}41'19''$  EAST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NEBRASKA AVENUE, THENCE RUN NORTH  $39^{\circ}18'41''$  WEST, 188.33 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 635.00 FEET; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF  $48^{\circ}48'48''$ , HAVING AN ARC LENGTH OF 340.99 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUING ALONG SAID CURVE AND THE NORTH LINE OF NEBRASKA AVENUE, THROUGH A CENTRAL ANGLE OF  $1^{\circ}21'12''$ , AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $89^{\circ}28'41''$  WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY OF NEBRASKA AVENUE, A DISTANCE OF 67.76 FEET; THENCE NORTH  $30^{\circ}59'45''$  EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 167.64 FEET; THENCE SOUTH  $01^{\circ}25'00''$  WEST A DISTANCE OF 144.69 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NEBRASKA AVENUE AND THE POINT OF BEGINNING.

OR BOOK 2624 PAGE 769

Parcel 2: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31, of said Lawnwood Addition Subdivision, thence run South  $01^{\circ}25'$  West, along the East line of the South 19th Street Canal Right-Of-Way, 919.35 feet to the point of beginning (P.O.B.); thence run South  $89^{\circ}28'42''$  East, along the Southerly Right-Of-Way line of Nebraska Avenue, said line being parallel with the North Right-Of-Way line of Quincy Avenue, a distance of 396.67 feet; thence run South  $1^{\circ}25'$  West, parallel with the East line of the South 19th Street Canal, 663.12 feet; thence run South  $89^{\circ}28'42''$  East, parallel with the North Right-Of-Way line of Quincy Avenue, 20.05 feet; thence run South  $1^{\circ}25'$  West, parallel with the East line of the South 19th Street Canal 180.00 feet to the North Right-Of-Way line of Lawnwood Circle South; thence run North  $89^{\circ}28'42''$  West, parallel with the North Right-Of-Way line of Quincy Avenue, 385.02 feet to a point of curvature of a curve to the Northeast having a radius of 95 feet; thence run Northwesterly along said curve through a central angle of  $19^{\circ}25'59''$ , an arc distance of 32.22 feet to the east line of the South 19th Street Canal, the last two (2) described courses being along the North Right-Of-Way line of Lawnwood Circle South; thence run North  $01^{\circ}25'$  East, along the East line of the South 19th Street Canal, 837.71 feet to the point of beginning.

Parcel 3: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31, of said Lawnwood Addition Subdivision, thence run South  $01^{\circ}25'$  West, along the East line of the South 19th Street Canal Right-Of-Way, 2153.02 feet to the point of beginning (P.O.B.); thence run North  $01^{\circ}25'$  East along the East line of the South 19th Street Canal 334.00 feet to the South Right-Of-Way line of Lawnwood Circle South; thence run Southeasterly along a curve concave to the Northeast having a radius of 155 feet, through a central angle of  $12^{\circ}07'54''$ , an arc distance of 32.82 feet to a point of tangency, said curve having a chord bearing of South  $83^{\circ}24'45''$  East and a chord distance of 32.76 feet; thence run South  $89^{\circ}28'42''$  East, parallel with the North Right-Of-Way line of Quincy Avenue, 317.37 feet, the last two (2) described courses being along the Southerly Right-Of-Way line of Lawnwood Circle South; thence run South  $01^{\circ}25'$  West, parallel with the East line of the South 19th Street Canal, 330.54 feet to the North Right-Of-Way line of Quincy Avenue; thence run North  $89^{\circ}28'42''$  West, along the North Right-Of-Way line of Quincy Avenue, 350 feet to the point of beginning.

Prepared by: Return to:

Joel D. Kopelman, Esq.  
Ruden, McClosky, Smith,  
Schuster & Russell, P.A.  
200 E. Broward Blvd., Suite 1500  
Fort Lauderdale, FL 33301

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT  
SAINT LUCIE COUNTY  
FILE # 2758418 12/08/2005 at 11:13 AM  
OR BOOK 2432 PAGE 2160 - 2169 Doc Type: AGR  
RECORDING: \$66.50  
D'DOC STAMP COLLECTION: \$0.70

SHARED COST AGREEMENT

THIS SHARED COST AGREEMENT ("Agreement") is made of the 26<sup>th</sup> day of October, 2005, by and between LONGWOOD OF FT. PIERCE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit, whose address is 1505 Nebraska Avenue, Ft. Pierce, Florida 34950 (the "Association") and MAYFAIR AT LAWNWOOD, ELLP, a Florida limited liability limited partnership, ("Mayfair").

WITNESSETH

WHEREAS, the Association has been created to administer property encumbered by the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Longwood Village Phases, I, II and 3-A as recorded in Official Records Book 1673, Page 2014 of the Public Records of St. Lucie County, Florida (the "Declaration");

WHEREAS, the property encumbered by the Declaration includes two (2) ponds (the "Ponds") used for storm water quality treatment, attenuation, water storage, flowage and such other purposes (the "Pond Purposes") required by and pursuant to South Florida Water Management District Standard General Environmental Resource Permit No. 56-00463-S for Villages of Longwood (AKA Longwood Village) permit amended or modified from time to time (the "Permit") issued by the South Florida Water Management District (the "District") and which Ponds, as part of the surface water management system, are also to be used for the aforesaid purposes for properties other than the property encumbered by the Declaration; and

WHEREAS, the real property described in Exhibit "A" attached hereto and made a part hereof (the "Mayfair Property") pursuant to permit(s) issued by the District is to have its storm water surface management system connect to drainage lines and facilities so that the Ponds will also service the Mayfair Property for the Pond Purposes; and

WHEREAS, the Association acknowledges that the surface water management system for the Mayfair Property (pursuant to a District permit issued or to be issued to the owner of the Mayfair Property) is to connect to the Association's surface water management system ("Association System") to discharge surface and storm water from the Mayfair Property into the Association System which includes, but is not limited to the Ponds to allow the Ponds to service the Mayfair Property for the Pond Purposes; and

WHEREAS, the Association and Mayfair are desirous of establishing the basis upon which the costs with respect to the maintenance and repair of the Ponds as shall be required by the District and the Permit issued by the District, are to be shared.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration each to the other in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct or are incorporated herein by reference.
2. Maintenance. Pursuant to the Permit issued by the District, the Ponds are the obligation of the Association to maintain for Pond Purposes. The Ponds shall be maintained in accordance with the Permit issued by the District for the benefit of the property administered by the Association, the Mayfair Property and any other property as required by the Permit issued by the District.
3. Grant. In furtherance of the purposes of this Agreement, Association hereby grants the owner of the Mayfair Property a perpetual non-exclusive easement to connect to the Association System and discharge surface water and storm water from the Mayfair Property through the Association System and drainage pipes and facilities that are a part thereof for the Pond Purposes and for such other purposes as shall be required by the Permit governing the Association System.
4. Common Costs. For the purposes of this Agreement, the term "Common Costs" shall mean the cost and expense incurred by or on behalf of the Association with respect to the maintenance of the Ponds as part of the Association System. The Association and the owner of the Mayfair Property shall each be responsible for one-half (1/2) of the Common Costs. The Association shall bill Mayfair for its share of the Common Costs. Mayfair shall be obligated to pay its share of the Common Costs on an annual basis, in advance. The initial budget for the Common Costs in the amount of Two Thousand Five Hundred (\$2,500.00) Dollars is attached to this Agreement as Exhibit "B" ("Initial Budget") and the Initial Budget shall commence in the calendar year in which a declaration of condominium or declaration of covenants, restrictions and easements is recorded with respect to all or a portion of the Mayfair Property, and shall be prorated for a portion of a calendar year. No later than October 31<sup>st</sup> of each calendar year during the term of this Agreement after the first calendar year in which the owner of the Mayfair Property is obligated to pay its share of the Common Costs, the Association shall prepare

a budget for the Common Costs and submit same to the owner of the Mayfair Property. If the increase in the budget for Common Costs for the calendar year is not more than Two Hundred Fifty (\$250.00) Dollars greater than the prior year's budget for Common Costs, then the approval of the budget by the owner of the Mayfair Property shall not be required; provided, however, notwithstanding that approval by the owner of the Mayfair Property is not required, Association shall with the applicable budget provide to the owner of the Mayfair Property copies of document(s) that support and evidence the basis for the increase in the Common Costs. In the event that the budget for Common Costs for the applicable calendar year is more than Two Hundred Fifty (\$250.00) Dollars greater than the budget for Common Costs for the preceding calendar year, then such budget shall first be approved by the owner of the Mayfair Property; provided, however, that such approval shall not be unreasonably withheld. The owner of the Mayfair Property shall have a period of thirty (30) calendar days from the receipt of the applicable budget to approve or disapprove same, where such right of approval or disapproval is applicable. In this regard, in the event that the owner of the Mayfair Property has the right to approve or disapprove of the budget, and if such approval or disapproval is not provided to the Association within the aforesaid thirty (30) day period, the budget shall be deemed approved by the owner of the Mayfair Property. Within forty five (45) days after the end of each calendar year, Association shall provide to the owner of the Mayfair Property, written evidence of the actual expenditures for the maintenance of the Ponds, and reasonable back up information if requested by the owner of the Mayfair Property. If the actual expenditures for the Common Costs are less than the amount budgeted for the applicable calendar year, the overpayment by owner of the Mayfair Property shall be credited to the portion of the Common Costs due from the owner of the Mayfair Property for the following calendar year, or refunded to the owner of the Mayfair Property if the owner of the Mayfair Property has already funded its share of the Common Costs for the following calendar year.

5. Decisions. All decisions regarding the maintenance of the Ponds and the expenditure of monies for Common Costs shall be made by the Association; provided however, that the Ponds shall be maintained by the Association in accordance with requirements of the District. If the Association fails to maintain the ponds in accordance with the standards established by the District, the owner of the Mayfair Property shall have the right, but not the obligation, to perform such maintenance and seek payment from the Association for its share of the Common Costs resulting therefrom, in this respect, the owner of the Mayfair Property is hereby granted such easements as are reasonably necessary to accomplish such maintenance should the Association fail to perform the required maintenance with respect to the Ponds.

6. Failure to pay. If either party fails to pay its portion of the Common Costs, then the other party shall have the right, but not the obligation, to pay the share of the defaulting party, and shall be owed immediate reimbursement from the defaulting party, plus interest at the highest rate permitted by law, plus reasonable costs and attorney's fees incurred and collecting such sums.

7. Successor's and Assigns. This Agreement shall be binding on the successors and assigns of each party.

8. Covenants running with the land. The terms in this Agreement shall be deemed a covenant running with the Mayfair Property and the property encumbered by the Declaration. If the Mayfair Property is transferred to another owner, the obligation to pay its share of Common Costs shall become the obligation of the subsequent owner of the Mayfair Property, and the prior owner, shall be relieved of all responsibility for payment of Common Costs, except for any past due Common Costs as of the date of the conveyance of the Mayfair Property. Notwithstanding the foregoing, in the event that the Mayfair Property is subjected to a declaration of condominium or a declaration of covenants, restrictions and easements which is administered, by a condominium association or homeowner's association, as applicable, the payment of the share of Common Costs due from the owner of the Mayfair Property shall be the obligation of the condominium association or homeowner's association formed to govern and administer the Mayfair Property, and such condominium association or homeowner's association, as applicable, shall for the purposes of this Agreement be deemed the owner of the Mayfair Property.

9. Duration. This Agreement shall be effective and remain in effect as long as surface and storm water from the Mayfair Property is or is to be discharged into the Association System pursuant to the requirements of the Association's Permit or the applicable District permit issued or to be issued (pursuant to an application therefor) with respect to the Mayfair Property or is otherwise being discharged into the Association System.

10. Notices. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

To Association: Longwood of Ft. Pierce Homeowner's Association, Inc.  
Attention: President  
1505 Nebraska Avenue  
Fort Pierce, Florida 34950

To Mayfair Mayfair at Lawnwood, LLLP  
Attention: Mr. Mark Levy  
6400 Congress Avenue  
Suite 2000  
Boca Raton, Florida 33487  
Phone: (561) 999-1860  
Fax: (561) 988-9490

unless the address is changed by the party by like notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage-prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notice, requests or demands or other communications referred to in this Agreement may be sent by telecopier, federal express or other method of delivery, but shall be deemed to have been given only when received.

11. Law. This Agreement shall be governed by the laws of the State of Florida.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

13. Legal Proceedings. The parties further agree that in the event it becomes necessary for any party to litigate in order to enforce its respective rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to recover reasonably attorneys' and paralegal fees and the costs of such litigation, through and including all trial and appellate litigation. The venue for any litigation under this Agreement shall be in St. Lucie County, Florida.

14. Non-terminable Agreement. No breach of the provision of this Agreement shall entitle any party Owner of any other party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.

15. Recording. This Agreement shall be recorded in the public records of St. Lucie County, Florida.

16. Construction. This Agreement is the product of negotiation between the parties hereto and the parties agree that this Agreement shall not be more harshly construed against either party.

17. Entire Agreement and Amendments. This Agreement, together with all exhibits attached hereto or referred to herein, contain all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. This Agreement may only be modified or amended upon the written consent of the Association and the owner of the Mayfair Property.

[Signatures to follow on next page]

In witness whereof, the undersigned have executed this Agreement as of the day and year above first written.

Signed, sealed and delivered in the presence of:

Witnesses:

Sharon Orend  
Signature  
Sharon Orend  
Print Name

[Signature]  
Signature  
Elmer McCa  
Print Name


LONGWOOD OF FT. PIERCE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit

By: [Signature]  
Name: Scott T. Lentz  
Title: President  
Date: \_\_\_\_\_

STATE OF FLORIDA )  
                                  ) ss:  
COUNTY OF ST. LUCIE )

I HEREBY CERTIFY that on this 16<sup>th</sup> day of October, 2005, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by SCOTT T. LENTZ as PRESIDENT of LONGWOOD OF FT PIERCE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of said corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
LINDA J. GASKILL  
Print name of Notary Public

 Linda J Gaskill  
My Commission DD202774  
Expires May 06, 2007

My Commission expires:

Signed, sealed and delivered  
in the presence of:

*Eleanor J. Merriweather*  
Signature  
Eleanor J. Merriweather  
Print Name

MAYFAIR AT LAWNWOOD,  
LLLP, a Florida limited liability  
limited partnership

*Regina Pacella*  
Signature  
REGINA PACELLA  
Print Name

By: OHC MANAGEMENT, INC.  
a Florida corporation, its  
general partner

By: *Mark Levy*  
Name: Mark Levy  
Title: President  
Date: 10/21/05

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) ss:

I HEREBY CERTIFY that on this 21<sup>st</sup> day of October, 2005, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Mark Levy as President of OHC MANAGEMENT, INC, a Florida corporation, general partner of MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership, on behalf of said partnership. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

*Eleanor J. Merriweather*  
Notary Public  
Eleanor J. Merriweather  
Print name of Notary Public

My Commission expires:



## Exhibit "A"

Parcel 1: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31 of said Lawnwood Addition Subdivision, thence run South  $01^{\circ}25'$  West, along the East line of the South 19th Street Canal Right-Of-Way, 839.34 feet to the point of beginning (P.O.B.); thence run North  $01^{\circ}25'$  East along the East line of the South 19th Street Canal Right-of-Way, 582.38 feet to the South Right-Of-Way line of Lawnwood Circle North; thence run Southeasterly along a curve concave to the Southwest having a radius of 1189.24 feet, an arc distance of 414.43 feet, said curve having a chord bearing of South  $82^{\circ}58'44''$  East, and a chord distance of 412.34 feet, the last described course being along the Southerly Right-Of-Way line of Lawnwood Circle North; thence run South  $01^{\circ}25'$  West parallel with the East Right-Of-Way line of the South 19th Street Canal, 535.88 feet to the Northerly Right-Of-Way line of Nebraska Avenue; thence run Westerly along a curve concave to the South having a radius of 635 feet; an arc distance of 15.00 feet to a point of tangency, said curve having a chord bearing of North  $88^{\circ}48'06''$  West and a chord distance of 15.00 feet; thence run North  $89^{\circ}28'42''$  West, parallel with the North Right-Of-Way line of Quincy Avenue, 395.42 feet to the point of beginning, the last two (2) described courses being along the Northerly Right-Of-Way line of Nebraska Avenue, less and except the following described real property:

PART OF LAWNWOOD ADDITION'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, AND A PART OF LONGWOOD VILLAGE PHASE 3-A, AS RECORDED IN OFFICIAL RECORDS BOOK 586, PAGE 321, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NEBRASKA AVENUE AND THE WEST LINE OF SOUTH 13TH STREET, SAID POINT BEING LOCATED 600 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF QUINCY AVENUE AND THE SAID WEST LINE OF SOUTH 13TH STREET AS MEASURED ALONG SOUTH 13TH STREET; RUN THENCE NORTH  $89^{\circ}28'42''$  WEST, ALONG THE SOUTH LINE OF NEBRASKA AVENUE, 401.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 805.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $23^{\circ}18'40''$ , AN ARC DISTANCE OF 327.90 FEET TO A POINT, SAID POINT BEING A POINT OF REVERSE CURVATURE OF THE ABOVE-MENTIONED CURVE AND A CURVE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF NEBRASKA AVENUE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE CONTINUE WESTERLY AND NORTHWESTERLY FROM SAID POINT OF REVERSE CURVATURE ALONG SAID CURVE HAVING A RADIUS OF 805.94 FEET; THROUGH A CENTRAL ANGLE OF  $26^{\circ}51'20''$ , AN ARC DISTANCE OF 377.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF NEBRASKA AVENUE ALONG A LINE WHICH IS RADIAL TO SAID CURVE, ON A BEARING OF NORTH  $50^{\circ}41'19''$  EAST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NEBRASKA AVENUE, THENCE RUN NORTH  $39^{\circ}18'41''$  WEST, 188.33 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 635.00 FEET; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF  $48^{\circ}06'33''$ , HAVING AN ARC LENGTH OF 533.19 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUING ALONG SAID CURVE AND THE NORTH LINE OF NEBRASKA AVENUE, THROUGH A CENTRAL ANGLE OF  $2^{\circ}03'27''$ , AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $89^{\circ}28'41''$  WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY OF NEBRASKA AVENUE, A DISTANCE OF 67.76 FEET; THENCE NORTH  $30^{\circ}59'45''$  EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 183.44 FEET; THENCE SOUTH  $01^{\circ}25'00''$  WEST A DISTANCE OF 158.34 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NEBRASKA AVENUE AND THE POINT OF BEGINNING.

Parcel 2: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31, of said Lawnwood Addition Subdivision, thence run South  $01^{\circ}25'$  West, along the East line of the South 19th Street Canal Right-Of-Way, 919.35 feet to the point of beginning (P.O.B.); thence run South  $89^{\circ}28'42''$  East, along the Southerly Right-Of-Way line of Nebraska Avenue, said line being parallel with the North Right-Of-Way line of Quincy Avenue, a distance of 396.67 feet; thence run South  $1^{\circ}25'$  West, parallel with the East line of the South 19th Street Canal, 663.12 feet; thence run South  $89^{\circ}28'42''$  East, parallel with the North Right-Of-Way line of Quincy Avenue, 20.05 feet; thence run South  $1^{\circ}25'$  West, parallel with the East line of the South 19th Street Canal 180.00 feet to the North Right-Of-Way line of Lawnwood Circle South; thence run North  $89^{\circ}28'42''$  West, parallel with the North Right-Of-Way line of Quincy Avenue, 385.02 feet to a point of curvature of a curve to the Northeast having a radius of 95 feet; thence run Northwesteily along said curve through a central angle of  $19^{\circ}25'59''$ , an arc distance of 32.22 feet to the east line of the South 19<sup>th</sup> Street Canal, the last two (2) described courses being along the North Right-Of-Way line of Lawnwood Circle South; thence run North  $01^{\circ}25'$  East, along the East line of the South 19th Street Canal, 837.71 feet to the point of beginning.

Parcel 3: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31, of said Lawnwood Addition Subdivision, thence run South  $01^{\circ}25'$  West, along the East line of the South 19th Street Canal Right-Of-Way, 2153.02 feet to the point of beginning (P.O.B.); thence run North  $01^{\circ}25'$  East along the East line of the South 19<sup>th</sup> Street Canal 334.00 feet to the South Right-Of-Way line of Lawnwood Circle South; thence run Southeasterly along a curve concave to the Northeast having a radius of 155 feet, through a central angle of  $12^{\circ}07'54''$ , an arc distance of 32.82 feet to a point of tangency, said curve having a chord bearing of South  $83^{\circ}24'45''$  East and a chord distance of 32.76 feet; thence run South  $89^{\circ}28'42''$  East, parallel with the North Right-Of-Way line of Quincy Avenue, 317.37 feet, the last two (2) described courses being along the Southerly Right-Of-Way line of Lawnwood Circle South; thence run South  $01^{\circ}25'$  West, parallel with the East line of the South 19<sup>th</sup> Street Canal, 330.54 feet to the North Right-Of-Way line of Quincy Avenue; thence run North  $89^{\circ}28'42''$  West, along the North Right-Of-Way line of Quincy Avenue, 350 feet to the point of beginning.

**ESCOBAR LAWN MAINTENANCE**

2705 Rhode Island Ave.  
Fort Pierce, FL 34947  
(772) 464-5509  
(772) 201-1625

October 31, 2005

Villages of Longwood  
Longwood of Fort Pierce Homeowner's Association Inc.  
1505 Nebraska Ave.  
Fort Pierce, FL 34950

In addition to the current contract, which is currently in place regarding the lawn maintenance of the Villages of Longwood, I, Willie Escobar, will maintain the mowing, trimming, cleanout, algae control or other additional needs as required around the retention pond(s) on the common ground area(s) for an annual cost of \$2500.00.

The Board of Directors of the Village of Longwood will determine as to when the retention ponds may need additional maintenance.

*Willie Escobar*  
Willie Escobar

11-3-05  
Date

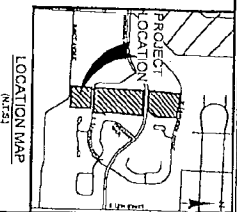
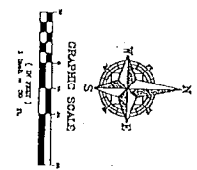
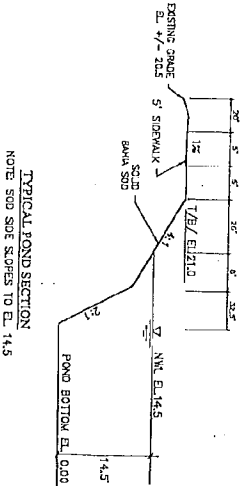
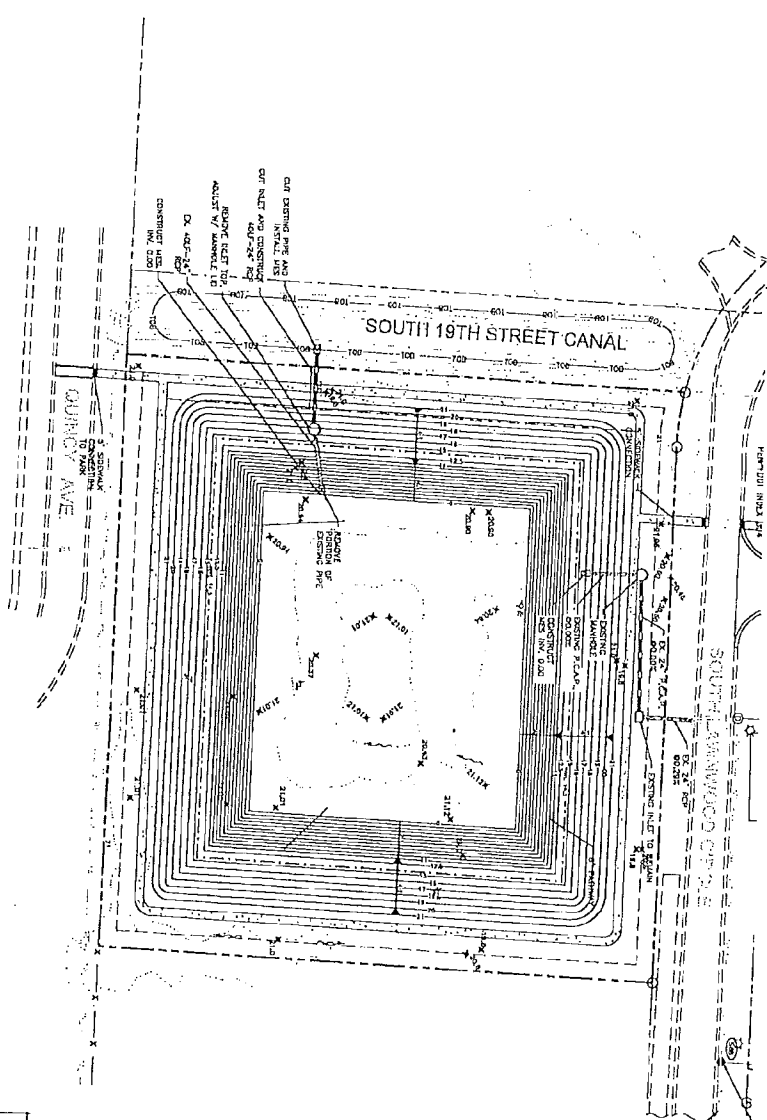
Exhibit "B"

EXHIBIT D

In accordance with the provisions of the Agreement, Improvements shall consist of clearing and grubbing of the site, excavation of the proposed pond as shown on the Plans, sodding the banks with Bahia Sod, seeding and mulching the remainder of the property, and connection of the existing drainage to the new lake as depicted on the attached.

GRADING AND DRAINAGE PLAN

1" = 30'



<p>NOT FOR CONSTRUCTION</p> <p>IBI GROUP</p>	<p>SCALE: 1" = 20'</p> <p>PROJECT: 38890</p> <p>SHEET: EXBT</p>	<p>DRAWN: DW</p> <p>DESIGNED: DW</p> <p>CHECKED: DW</p> <p>DATE: 11/12/07</p>	<p>MAYFAIR FORT PIERCE, FLORIDA</p> <p>IMPROVEMENTS TO SOUTH PARCEL</p>	<p>IBI GROUP (FLORIDA) INC.</p> <p>ENGINEERS ARCHITECTS LANDSCAPE ARCHITECTS</p> <p>2300 PARK CENTRAL BLVD. N. SUITE 100 PALM BEACH, FLORIDA 33411 (561) 840-1100</p> <p>ORLANDO</p>	<p>PLANNERS ENVIRONMENTAL CONSULTANTS</p> <p>2300 PARK CENTRAL BLVD. N. SUITE 100 PALM BEACH, FLORIDA 33411 (561) 840-1100</p> <p>POUPANO BEACH</p>
	<p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>NO. 6</p> <p>NO. 7</p> <p>NO. 8</p> <p>NO. 9</p> <p>NO. 10</p> <p>NO. 11</p> <p>NO. 12</p> <p>NO. 13</p> <p>NO. 14</p> <p>NO. 15</p> <p>NO. 16</p> <p>NO. 17</p> <p>NO. 18</p> <p>NO. 19</p> <p>NO. 20</p> <p>NO. 21</p> <p>NO. 22</p> <p>NO. 23</p> <p>NO. 24</p> <p>NO. 25</p> <p>NO. 26</p> <p>NO. 27</p> <p>NO. 28</p> <p>NO. 29</p> <p>NO. 30</p> <p>NO. 31</p> <p>NO. 32</p> <p>NO. 33</p> <p>NO. 34</p> <p>NO. 35</p> <p>NO. 36</p> <p>NO. 37</p> <p>NO. 38</p> <p>NO. 39</p> <p>NO. 40</p> <p>NO. 41</p> <p>NO. 42</p> <p>NO. 43</p> <p>NO. 44</p> <p>NO. 45</p> <p>NO. 46</p> <p>NO. 47</p> <p>NO. 48</p> <p>NO. 49</p> <p>NO. 50</p>	<p>DESCRIPTION</p>	<p>BY</p> <p>DATE</p>		