

RECEIVED

JUN 13 2023

CITY OF FORT PIERCE
PLANNING & ZONING

Subdivision

Property address or Location 5000 Peterson Road

Parcel ID #(s) 2407-700-0027-000-9

Project description Bent Creek Parcel C - Tract C, Bent Creek Master Plat, Plat Book 47, Pages 9-14, St. Lucie County - 127 Unit Residential Subdivision

Lennar Homes, LLC

Property Owner(s)
3931 RCA Boulevard, Suite 3105

Street Address
Palm Beach Gardens, Florida 33410

City State Zip
561-345-6707

Phone Number
greg.pettibon@lennar.com

Email Address

District Planning Group

Applicant/Representative, Title, Company
130 South Indian River Drive

Street Address
Fort Pierce, FL 34950

City State Zip
772-882-5811

Phone Number
leslie@districtplanninggroup.com

Email Address

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.


Property Owner(s) Signature(s) Greg Pettibon, Authorized Agent

STATE OF FLORIDA -- COUNTY OF PALM BEACH
The foregoing instrument was acknowledged before me this 5 day of June, 2023, by

Greg Pettibon who is personally known to me or has produced
as identification.


Signature of Notary

(seal)



HALEY MALL
Commission # HH 118673
Expires April 19, 2025
Bonded Thru Budget Notary Services

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____

Intake Date Stamp

SUBDIVISION: PRELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- A copy of the deed
- Signed and sealed survey
- Concurrency application, complete
- Complete, notarized application

SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4) :

- Street construction plans
- Electric Infrastructure plans
- Water & Sewer system construction plans
- Gas Infrastructure plans
- Stormwater Retention plans
- Complete, notarized application

SUBDIVISION: FINAL PLAT

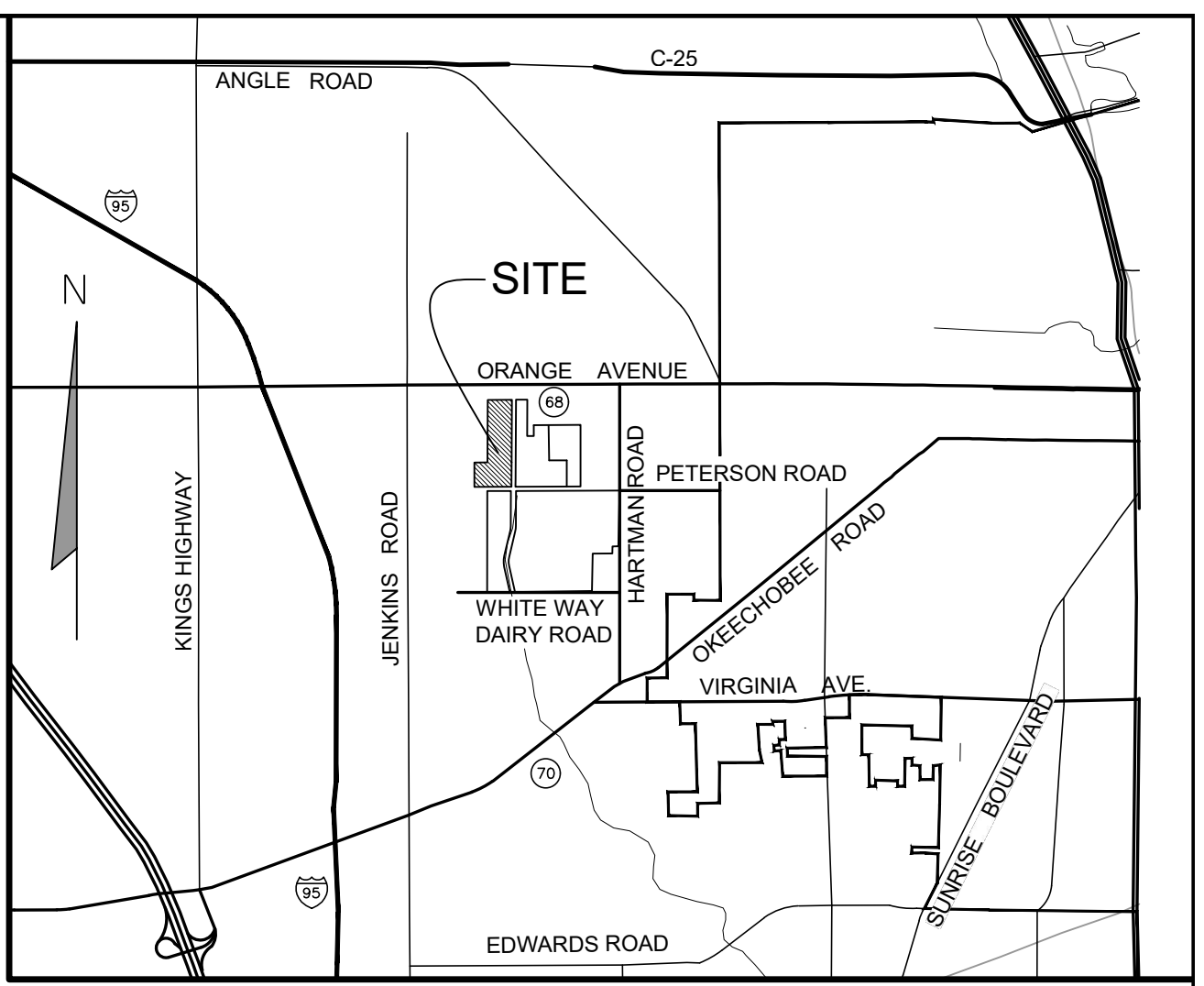
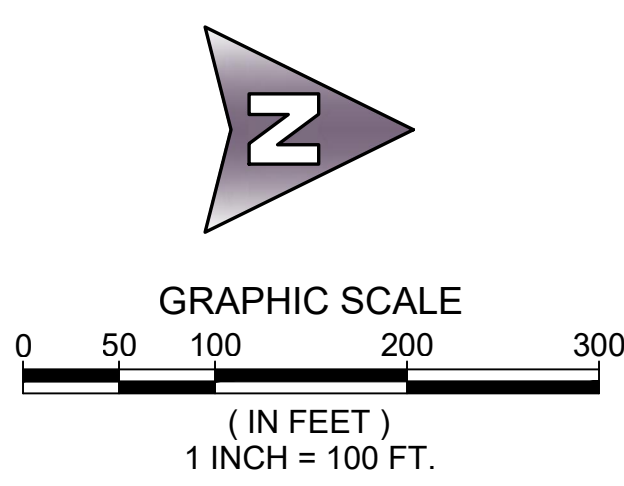
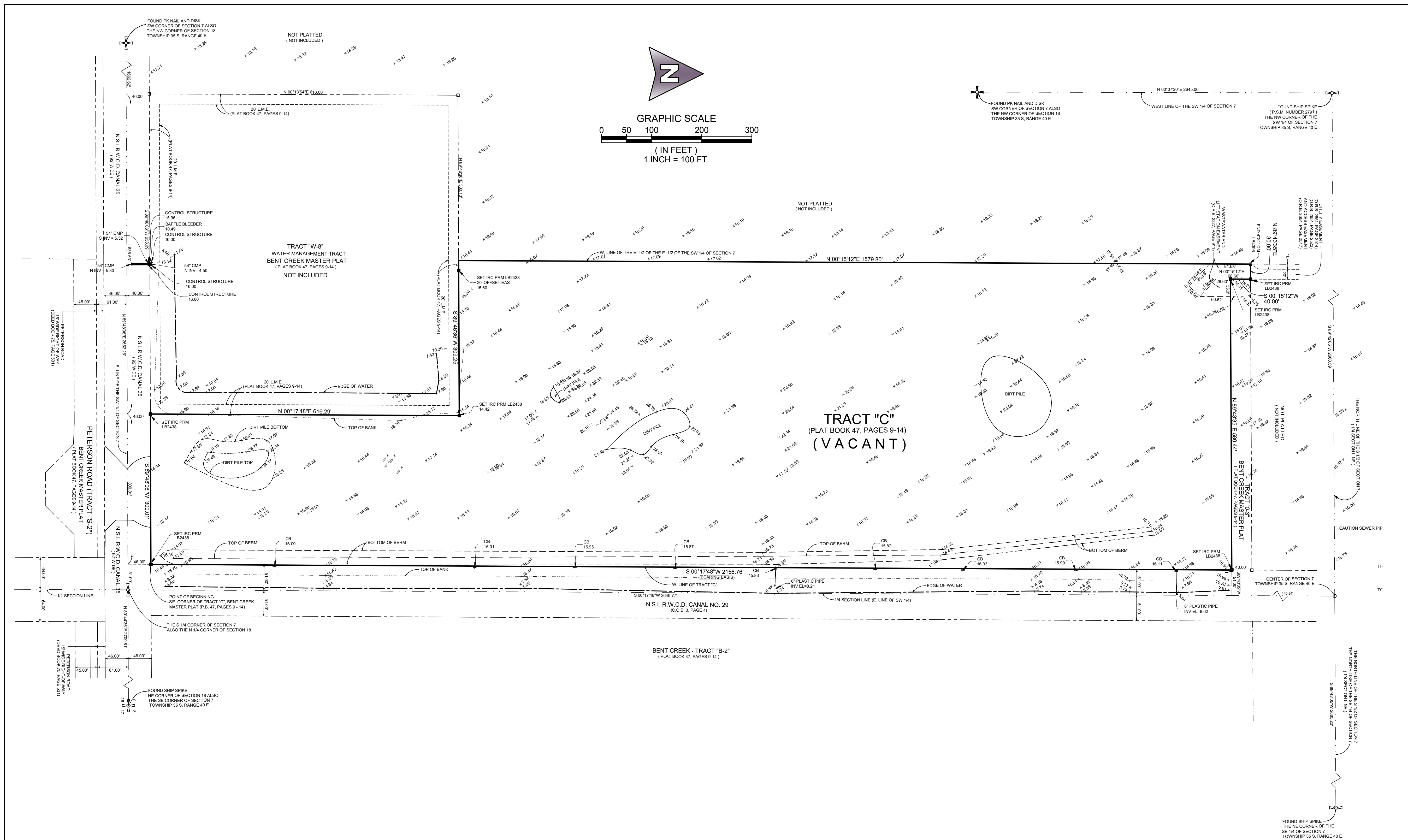
Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- A copy of the deed
- Signed and sealed survey
- Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c):
- Complete, notarized application

SUBDIVISION: MINOR REPLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- A copy of the deed
- As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
 - o proposed lots, including acreage, square footage, & dimensions.
 - o any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- Complete, notarized application



- SURVEYOR'S NOTES:**
- NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
 - BEARINGS AS SHOWN HEREON ARE BASED UPON A PLATTED BEARING OF SOUTH 89°41'36" WEST ALONG THE EAST LINE OF TRACT "C", BENT CREEK MASTER PLAT AS RECORDED IN PLAT BOOK 47, PAGES 9 THROUGH 14, INCLUSIVE. PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
 - ELEVATIONS SHOWN HEREON ARE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
 - SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "AE" AND FLOODWAY ZONE "AE" (FIVEMILE CREEK) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NUMBER 12111C0178J AND MAP NUMBER 12111C0186J, MAP REVISED: FEBRUARY 16, 2012.
 - THE BOUNDARY AND TOPOGRAPHIC SURVEY WAS PREPARED IN ACCORDANCE WITH THE STANDARD OF PRACTICE AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS BY RULE 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472-027 FLORIDA STATUTES.
 - ALL BOUNDARY DIMENSIONS ARE PER BENT CREEK MASTER PLAT (P.B. 47, PAGES 9) AND MEASURED UNLESS OTHERWISE SHOWN.

LEGEND

R	= RADIUS	FND	= FOUND
L	= ARC LENGTH	ID.	= IDENTIFICATION
Δ	= CURVE CENTRAL ANGLE	C.M.	= CONCRETE MONUMENT
RW	= RIGHT-OF-WAY	RL	= RADIAL LINE
L.M.E.	= LAKE MAINTENANCE EASEMENT	⊕	= BENCHMARK
U.E.	= UTILITY EASEMENT	⊕	= CENTERLINE
D.E.	= DRAINAGE EASEMENT	NGVD 29	= NATIONAL GEODETIC VERTICAL DATUM OF 1929
W.&L.S.E.	= WATER AND LIFT STATION EASEMENT	■	= FND OR SET MONUMENTATION AS NOTED (SEE ABOVE)
C.O.B.	= CHANCERY ORDER BOOK	⊕	= SECTION CORNER (NOT FOUND)
P.B.	= PLAT BOOK	⊕	= 1/4 SECTION CORNER (NOT FOUND)
O.R.B.	= OFFICIAL RECORD BOOK	⊕	= EXISTING ELEVATIONS (NGVD 29)
C.	= CALCULATED		
M.	= MEASURED		
C.&M.	= CALCULATED AND MEASURED		
IRC	= IRON ROD AND CAP		
CB	= CATCH BASIN		
INV	= INVERT		
EL	= ELEVATION		
N.S.L.R.W.C.D.	= NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT		
PRM	= PERMANENT REFERENCE MONUMENT		
LB	= LICENSED BUSINESS		

LEGAL DESCRIPTION
(TRACT "C")

A PARCEL OF LAND BEING ALL OF TRACT "C", BENT CREEK MASTER PLAT, AS RECORDED IN PLAT BOOK 47, PAGES 9 THROUGH 14, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "C"; THENCE SOUTH 89°48'06" WEST ALONG THE SOUTH LINE OF SAID TRACT "C", A DISTANCE OF 300.01 FEET TO A POINT ON THE EAST LINE OF TRACT "W-8" AS SHOWN ON SAID BENT CREEK MASTER PLAT; THENCE NORTH 00°17'48" EAST ALONG SAID EAST LINE OF TRACT "W-8", A DISTANCE OF 616.29 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "W-8"; THENCE SOUTH 89°46'36" WEST ALONG SAID NORTH LINE OF TRACT "W-8", A DISTANCE OF 309.25 FEET TO A POINT ON THE WEST LINE OF SAID TRACT "C"; THENCE NORTH 00°15'12" EAST ALONG SAID WEST LINE OF TRACT "C", A DISTANCE OF 1579.80 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "C"; THENCE NORTH 89°43'35" EAST ALONG SAID NORTH LINE OF TRACT "C", A DISTANCE OF 300.00 FEET TO A POINT ON THE WEST LINE OF TRACT "O-3", AS SHOWN ON SAID BENT CREEK MASTER PLAT; THENCE SOUTH 00°15'12" WEST ALONG SAID WEST LINE OF SAID TRACT "O-3", A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT "O-3" ALSO BEING THE NORTH LINE OF SAID TRACT "C"; THENCE NORTH 89°43'35" EAST ALONG SAID SOUTH LINE OF TRACT "O-3" AND SAID NORTH LINE OF TRACT "C", A DISTANCE OF 580.44 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "C"; THENCE SOUTH 00°17'48" WEST ALONG SAID EAST LINE OF TRACT "C", A DISTANCE OF 2156.76 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 25.83 ACRES, MORE OR LESS.

CERTIFY TO: LENNAR HOMES, LLC
NORTH AMERICAN TITLE INSURANCE COMPANY

DATE, LAST FIELD WORK: 3/09/23

SIGNATURE DATE: 3/14/2023

LESLIE C. BISPOTT, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NUMBER 5698

UNLESS THIS DOCUMENT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

MICHAEL B. SCHORAH & ASSOCIATES, INC. 1850 Forest Hill Boulevard, Suite 206 West Palm Beach, Florida 33406 Phone (561) 968-0080 Fax: (561) 642-9726			
FIELD	J.N.J.P.M.	FIELD BOOK	SCALE
CHECKED	CSP/LE	PAGE ELECT	1" = 100'
DRAWN	L.B.R.B.	CADD FILE	DATE
		1790-BOV	SEPTEMBER, 2021
		BENT CREEK, C	OF 1
BOUNDARY SURVEY OF TRACT "C" BENT CREEK MASTER PLAT			LB # 2438 FILE NO. 1796

BY	DATE	REVISIONS

This instrument prepared by:
Mark Loterstein, Esq.
North American Title Company
760 NW 107 Avenue, Suite 400
Miami, Florida 33172

Our File No. 11657-18-01102

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the 23rd day of August, 2018 between **MS RIALTO BENT CREEK FL, LLC, a Delaware limited liability company**, having its principal office at 700 NW 107th Avenue, 4th Floor, Miami, FL 33172 (the "Grantor"), and **LENNAR HOMES, LLC, a Florida limited liability company**, whose address is 8895 N. Military Trail, Palm Beach Gardens, FL 33410 (the "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does grant, bargain and sell to Grantee, and Grantee's heirs, successors and assigns forever, all the right, title, interest, claim and demand that Grantor have or may have in and to the following described real property (the "Property") located and situate in the County of St Lucie and State of Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO:

1. Taxes for the year 2018 and subsequent years.
2. Existing zoning ordinances and other governmental regulations.
3. Covenants, conditions, easements, limitations and restrictions of record, but this shall not operate to reimpose same.

and Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

"Grantor" and "Grantee" are used herein in the singular or the plural, as the context may require.

IN WITNESS WHEREOF, Grantor has executed this Deed and has caused its seal(s) to be affixed the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESSES:

Michael Echmalian
Print name: Michael Echmalian

Jorge Cardenas
Print name: Jorge Cardenas

MS RIALTO BENT CREEK FL, LLC
a Delaware limited liability company

By: MS Rialto Residential Holdings, LLC, a Delaware liability company, its Member

By: MSR HOLDING COMPANY, LLC, a Delaware limited liability company, its member

By: U.S. Home Corporation, a Delaware corporation, its Manager

By: Sandy Goldberg
Sandy Goldberg, its Vice President
(SEAL)

STATE OF _____)
)ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me, this ____ day of _____, 2018 by Sandy Goldberg, as Vice President of U.S Home Corporation, a Delaware corporation, the Manager of MSR Holding Company, LLC, a Delaware limited liability company, the Member of MS Rialto Residential Holdings, LLC, a Delaware limited liability company, the Member of **MS RIALTO BENT CREEK FL, LLC**, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ as identification.

Notary Public, State of _____
Name: _____

See attached Certificate

My Commission Expires _____ (SEAL)

EXHIBIT "A"

PARCEL I:

All of BENT CREEK MASTER PLAT, according to the map or plat thereof, as recorded in Plat Book 47, Page(s) 9 through 14, LESS AND EXCEPT Tracts "A-1" and "B-1" and Tract "R", of the Public Records of St. Lucie County, Florida.

PARCEL II:

All of BENT CREEK - TRACT "A-1", according to the map or plat thereof, as recorded in Plat Book 49, Page(s) 12 through 17, LESS AND EXCEPT Lot 8; Lots 50 through 56; Lots 61 through 63; Lots 66 through 68; Lots 83 through 99; Lots 103 through 109; Lots 112 through 170; Lots 172 and 173; Lots 178 through 188; Lots 190, 191, 193, 195 and Lot 211, of the Public Records of St. Lucie County, Florida.

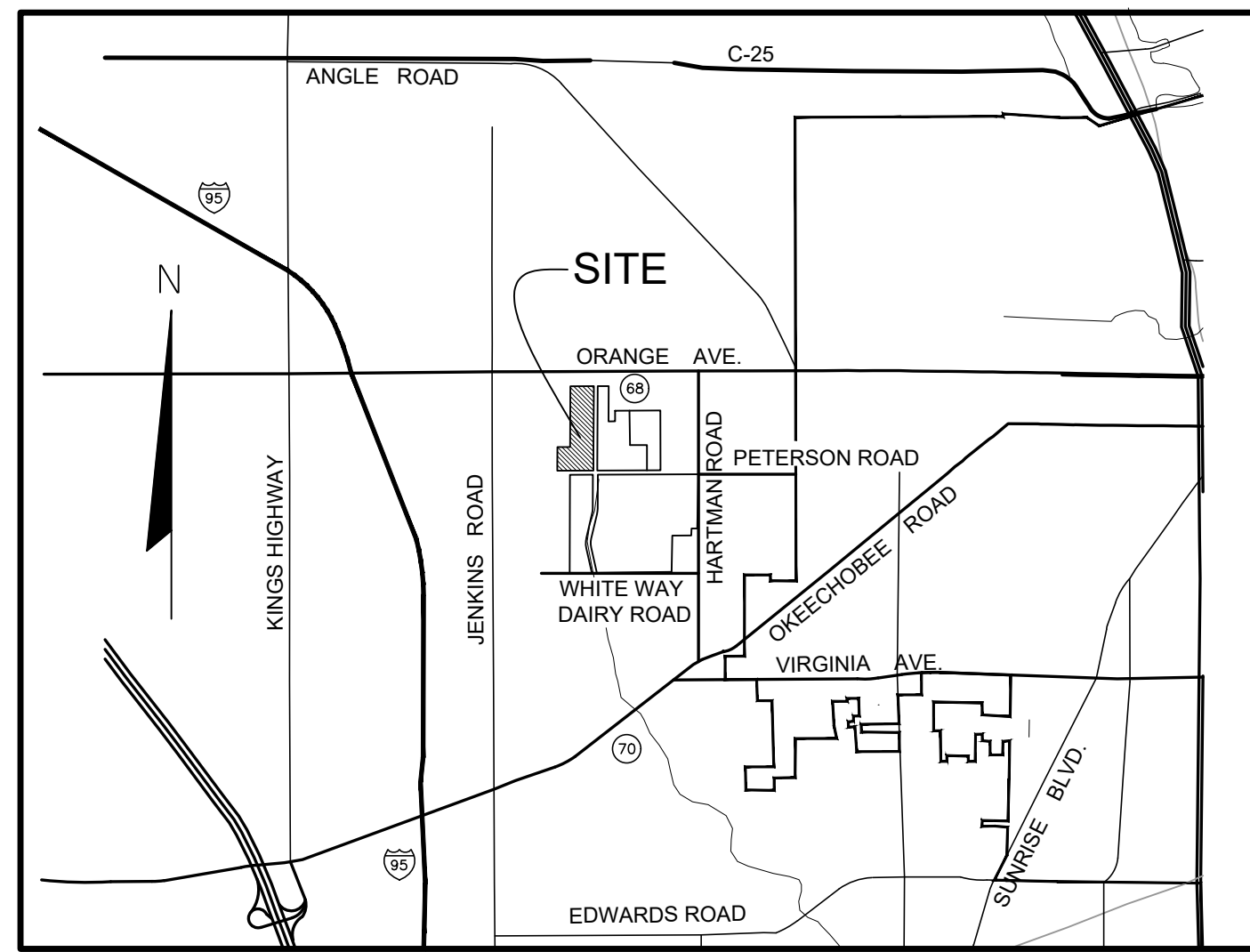
PARCEL III:

All of BENT CREEK - TRACT "B-1", according to the map or plat thereof, as recorded in Plat Book 49, Pages 38 through 40, LESS AND EXCEPT Lots 1 through 105, of the Public Records of St. Lucie County, Florida.

BENT CREEK - TRACT "C"

A PORTION OF A PLANNED UNIT DEVELOPMENT
LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA, BEING A REPLAT OF TRACT "C", BENT CREEK MASTER PLAT, AS RECORDED IN PLAT BOOK 47, PAGES 9 THROUGH 14, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SHEET 1 OF 4



LOCATION MAP
NOT TO SCALE

DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS THAT LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS BENT CREEK - TRACT "C", BEING A REPLAT OF TRACT "C", BENT CREEK MASTER PLAT, A PLANNED UNIT DEVELOPMENT, AS RECORDED IN PLAT BOOK 47, PAGES 9 THROUGH 14, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN A PORTION OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF TRACT "C", BENT CREEK MASTER PLAT, AS RECORDED IN PLAT BOOK 47, PAGES 9 THROUGH 14, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA,

CONTAINING 25.833 ACRES MORE OR LESS.

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS:

1. EASEMENTS

UTILITY EASEMENTS - THE UTILITY EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES, INCLUDING CABLE TELEVISIONS SYSTEMS, THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES.

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

DRAINAGE EASEMENTS - THE DRAINAGE EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED IN PERPETUITY FOR DRAINAGE PURPOSES TO THE BENT CREEK MASTER HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, WITHOUT RECOURSE TO THE CITY OF FORT PIERCE, FLORIDA.

ALL TRACTS FOR PRIVATE STREET PURPOSES, AND DRIVEWAY/PARKING TRACTS, AS SHOWN HEREON, ARE HEREBY SUBJECT TO AN OVERLYING NON-EXCLUSIVE EASEMENT DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATION LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE TRACTS WITHOUT PRIOR WRITTEN APPROVAL OF THE FORT PIERCE UTILITIES AUTHORITY, ITS SUCCESSORS AND ASSIGNS.

2. STREETS

THE PRIVATE STREETS AS SHOWN HEREON, DENOTED AS TRACT "S-8", ARE HEREBY DEDICATED TO THE BENT CREEK MASTER HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF PROVIDING INGRESS-EGRESS, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION WITHOUT RECOURSE TO THE CITY OF FORT PIERCE, FLORIDA. SAID STREETS MAY ALSO BE USED FOR CONSTRUCTION AND MAINTENANCE OF UTILITIES INCLUDING WATER, SEWER, IRRIGATION, AND DRAINAGE LINES AND STRUCTURES. ALL PUBLIC AUTHORITIES SHALL HAVE THE RIGHT TO USE THE STREETS IN THE COURSE OF PERFORMING THEIR RESPECTIVE DUTIES.

3. TRACTS

TRACTS "O-16", "O-17" AND "O-18", AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY FOR OPEN SPACE, LANDSCAPING AND BUFFER PURPOSES TO THE BENT CREEK MASTER HOMEOWNERS ASSOCIATION INC., ITS SUCCESSORS AND ASSIGNS, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THIS CERTIFICATION TO BE EXECUTED IN ITS NAME, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS VICE PRESIDENT AND AUTHORIZED AGENT, THIS _____ DAY OF _____, 2023.

BY: LENNAR HOMES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
ADDRESS: 3931 RCA BOULEVARD, SUITE 3105
PALM BEACH GARDENS, FLORIDA 33410
(PHONE NO. 561-345-6710)

ATTEST: _____
GREGORY PETTIBON,
AUTHORIZED AGENT

BY: _____
MICHAEL MEYERS,
VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MICHAEL MEYERS, VICE PRESIDENT AND GREGORY PETTIBON, AUTHORIZED AGENT OF LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION AND THEY DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED SAME, AS SUCH OFFICERS FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE _____ PRINTED NAME

MY COMMISSION EXPIRES: _____

COMMISSION NO. _____

ACCEPTANCE OF DEDICATIONS OR RESERVATIONS

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE BENT CREEK MASTER HOMEOWNERS ASSOCIATION, INC., HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS _____ DAY OF _____, 2023.

BENT CREEK MASTER HOMEOWNERS
ASSOCIATION, INC.,
A FLORIDA CORPORATION,
NOT FOR PROFIT

WITNESS _____ BY: _____
PRINTED NAME T.R. BEER, PRESIDENT

WITNESS _____
PRINTED NAME

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED T.R. BEER WHO IS PERSONALLY KNOWN TO ME, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF BENT CREEK MASTER HOMEOWNERS ASSOCIATION, INC., A NOT FOR PROFIT CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

COMMISSION NO. _____ PRINTED NAME

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

WE CALATLANTIC NATIONAL TITLE SOLUTIONS, AS DULY LICENSED IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED TO LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THERE ARE NO MORTGAGES AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____ JILL ANDERSON BLANCO,
SVP, SENIOR COMMERCIAL SERVICES COUNSEL

SURVEYOR REVIEW CERTIFICATE

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER, DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REGULATIONS OF CHAPTER 177, STATUTES.

THIS _____ DAY OF _____, 2023.

FRANK VELDHIJS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NUMBER 6582

PLANNING AND ZONING APPROVAL

IT IS HEREBY CERTIFIED THAT THIS PLAT MEETS THE MINIMUM LOT DIMENSION REQUIREMENTS OF THE P.U.D. ZONING DISTRICT, AS SET FORTH IN SECTION 18-9 OF THE CITY OF FORT PIERCE LAND DEVELOPMENT CODE.

THIS _____ DAY OF _____, 2023.

BY: _____
KEVIN FREEMAN
PLANNING DIRECTOR
PLANNING AND DEVELOPMENT SERVICES
CITY OF FORT PIERCE, FLORIDA

CITY ATTORNEY

IT IS HEREBY CERTIFIED THAT THE FORGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

THIS _____ DAY OF _____, 2023.

BY: _____

TANYA EARLEY
CITY ATTORNEY
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

CITY COMMISSION CERTIFICATE

STATE OF FLORIDA
COUNTY OF ST. LUCIE

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON _____, 2023.

FORT PIERCE CITY COMMISSION

BY: _____
LINDA COX
CITY CLERK

CLERK OF THE CIRCUIT COURT

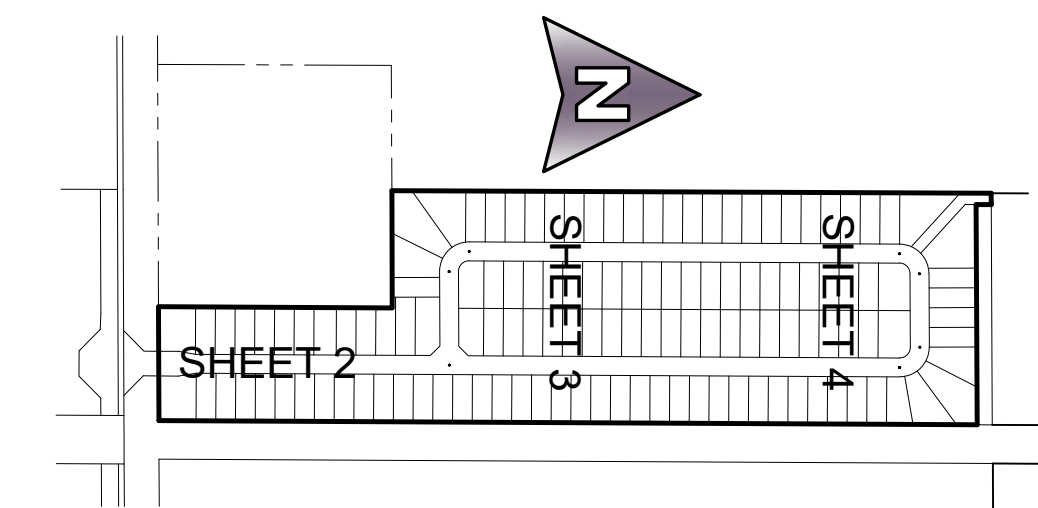
STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED OF RECORD IN PLAT BOOK _____, PAGES _____, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF _____, 2023.

MICHELLE R. MILLER
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

AREA TABULATION

TRACTS "O-16" -"O-18"	0.622 ACRES
TRACT "S-8"	4.439 ACRES
LOTS 1 - 127	20.771 ACRES
TOTAL AREA	25.833 ACRES



KEY MAP
NOT TO SCALE

SURVEYOR'S NOTES:

- BUILDING SETBACK LINES SHALL BE REQUIRED BY ORDINANCES OF CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.
- THERE SHALL BE NO BUILDING OR ANY HABITABLE STRUCTURE PLACED ON DRAINAGE EASEMENTS OR UTILITY EASEMENTS.
- THERE SHALL BE NO TREES OR SHRUBS PLACED ON UTILITY EASEMENTS WHICH ARE PROVIDED FOR WATER AND SEWER USE OR UPON DRAINAGE EASEMENTS.
- LANDSCAPING ON OTHER UTILITY EASEMENTS SHALL BE ALLOWED ONLY AFTER CONSENT OF ALL UTILITY COMPANIES OCCUPYING SAME.
- IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OVERLAP, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY THE USE OF RIGHTS GRANTED.
- | | | |
|----------------|---|---|
| P.C.P. | = | PERMANENT CONTROL POINT |
| P.R.M. | = | PERMANENT REFERENCE MONUMENT |
| C.M. | = | CONCRETE MONUMENT |
| O.R.B. | = | OFFICIAL RECORD BOOK |
| C | = | CENTERLINE |
| U.E. | = | UTILITY EASEMENT |
| D.E. | = | DRAINAGE EASEMENT |
| R | = | RADIUS |
| L | = | ARC LENGTH |
| Δ | = | CURVE CENTRAL ANGLE |
| ■ | = | SET 1/2"x18" IRON ROD AND 2" DIAMETER ALUMINUM DISK, STAMPED "SCHORAH AND ASSOCIATES PRM LB # 2438" |
| □ | = | FOUND 4"x 4" C.M. (NO IDENTIFICATION) |
| ● | = | SET MAG NAIL AND 1-1/4" BRASS WASHER STAMPED "PRM LB 2438" |
| ● | = | SET 1/2"x18" IRON ROD WITH CAP STAMPED "PCP LB 2438" |
| L.M.E. | = | LAKE MAINTENANCE EASEMENT |
| L.M.A.E. | = | LAKE MAINTENANCE ACCESS EASEMENT |
| C.L. | = | CHORD LENGTH |
| C.B. | = | CHORD BEARING |
| L.S.E. | = | LIFT STATION EASEMENT |
| OA | = | OVERALL |
| RL | = | RADIAL LINE |
| A.E. | = | ACCESS EASEMENT |
| C.O.B. | = | CHANCERY ORDER BOOK |
| N.S.L.R.W.C.D. | = | NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT |

7. ALL BEARINGS SHOWN HEREON ARE ASSUMED TO BE NON-RADIAL UNLESS OTHERWISE NOTED AS RADIAL (RL).

8. BEARINGS AS SHOWN HEREON ARE BASED UPON A PLATTED BEARING OF SOUTH 83°41'36" WEST ALONG THE EAST LINE OF TRACT "C", BENT CREEK MASTER PLAT AS RECORDED IN PLAT BOOK 47, PAGES 9 THROUGH 14, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

SURVEYOR'S CERTIFICATE

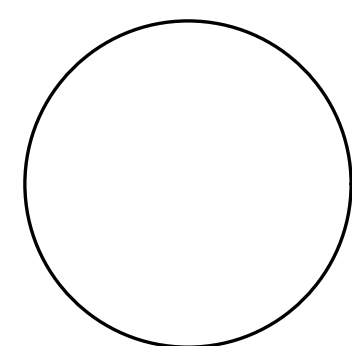
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND THAT PERMANENT CONTROL POINTS AND MONUMENTS WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY COUNCIL OF CITY OF FORT PIERCE FOR THE REQUIRED IMPROVEMENTS, AND FURTHER, THAT THE PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND IN ACCORDANCE WITH THE SURVEYING STANDARDS CONTAINED WITHIN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA.

DATE: _____
LESLIE C. BISPOTT,
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NUMBER 5698
MICHAEL B. SCHORAH & ASSOCIATES, INC.
1850 FOREST HILL BLVD., SUITE 206
WEST PALM BEACH, FLORIDA 33406
LICENSED BUSINESS NUMBER 2438

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS INSTRUMENT WAS PREPARED BY LESLIE C. BISPOTT, P.S.M. OF MICHAEL B. SCHORAH AND ASSOCIATES, INC., 1850 FOREST HILL BOULEVARD., SUITE 206, WEST PALM BEACH, FLORIDA, 33406.

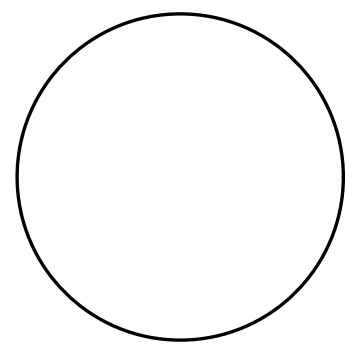
LENNAR HOMES, LLC



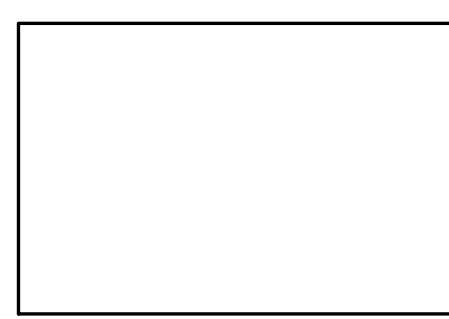
LENNAR HOMES LLC
NOTARY



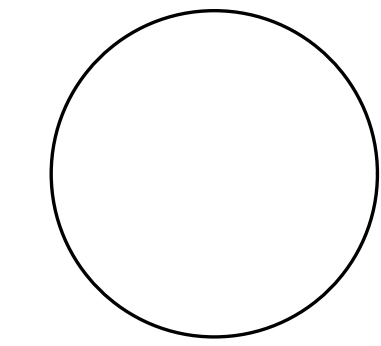
BENT CREEK MASTER
HOMEOWNERS ASSOCIATION, INC.



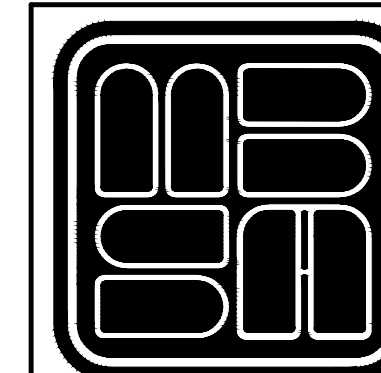
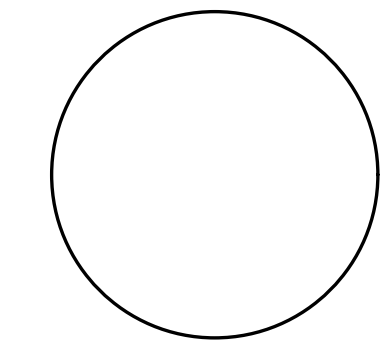
BENT CREEK MASTER
HOMEOWNERS ASSOCIATION, INC.
NOTARY



CITY OF FORT PIERCE
CLERK



PROFESSIONAL SURVEYOR
AND MAPPER



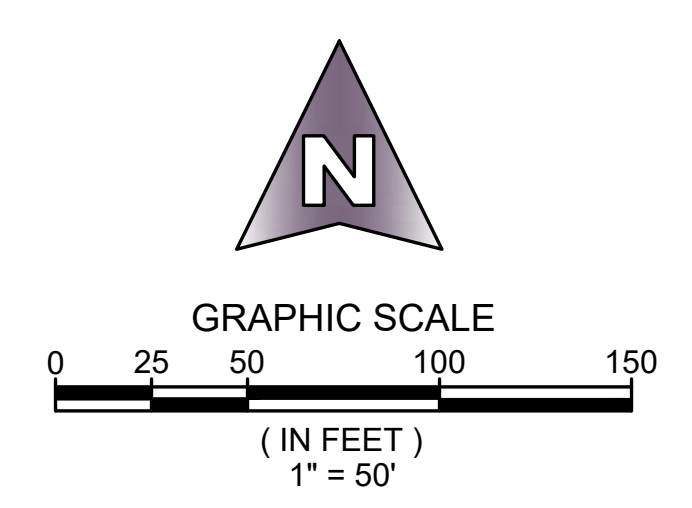
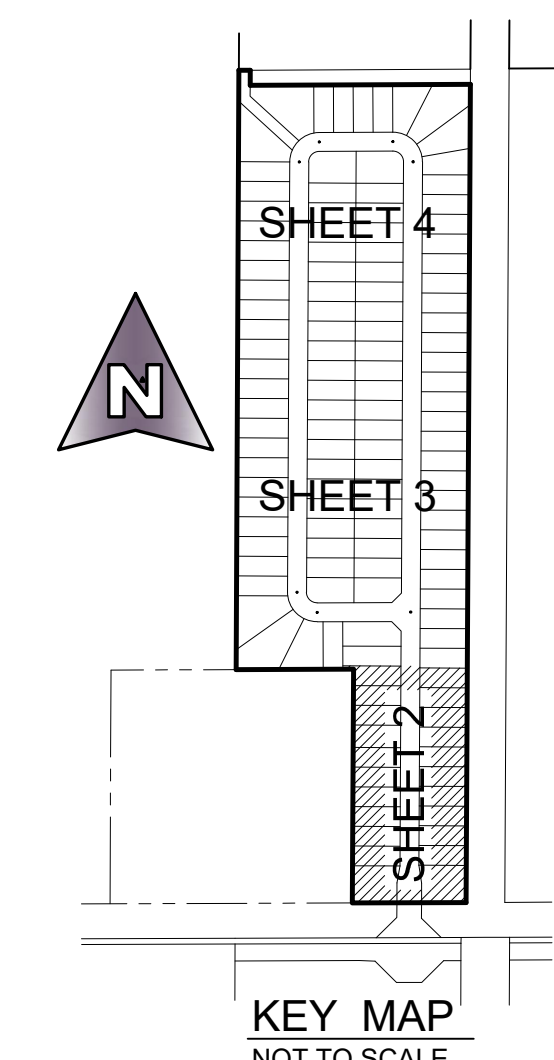
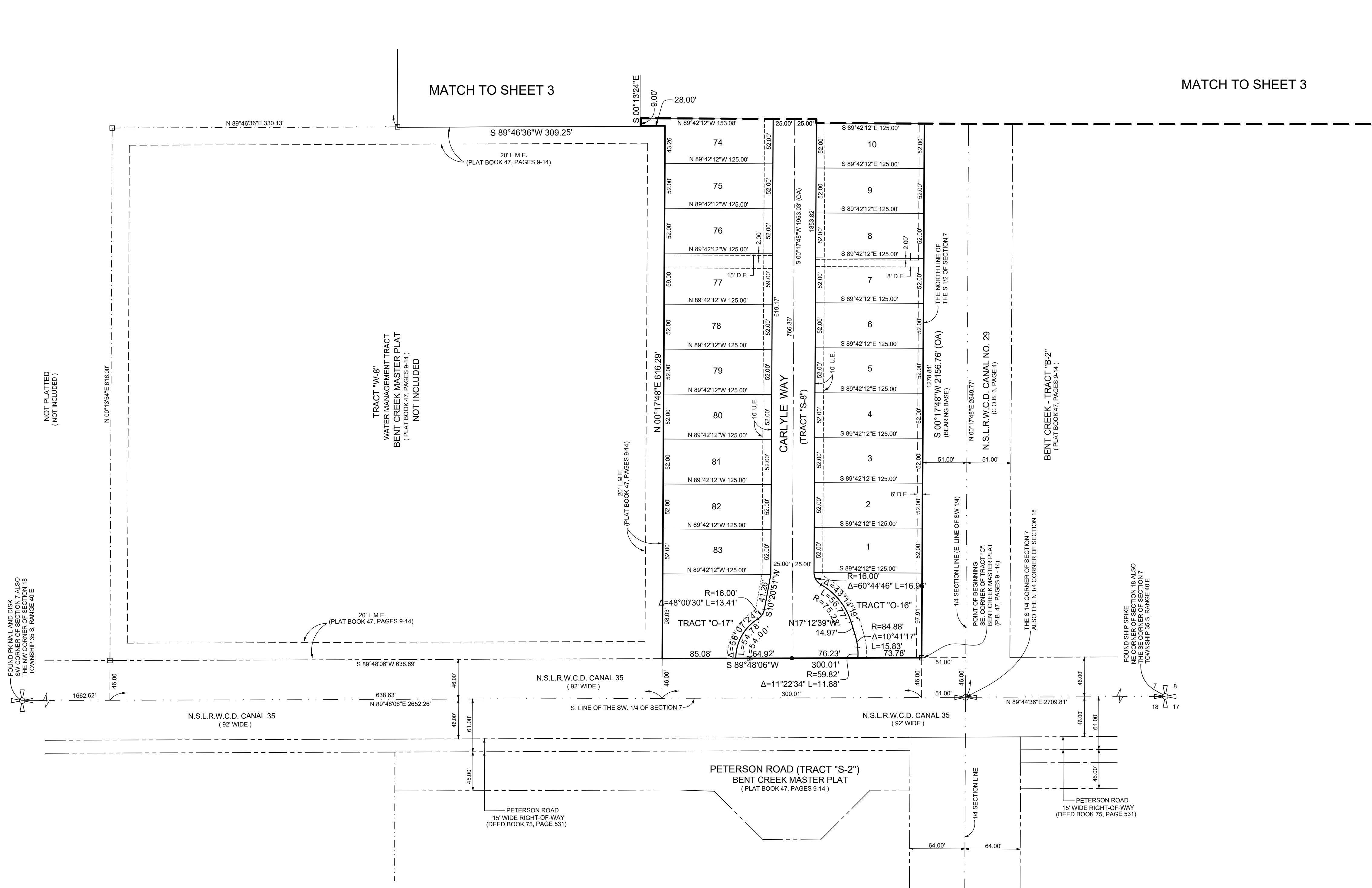
MICHAEL B. SCHORAH
& ASSOCIATES, INC.
1850 FOREST HILL BLVD., SUITE 206
WEST PALM BEACH, FLORIDA 33406
EB# 2438 TEL. (561) 968-0080 FAX. (561) 642-9726 LB# 2438

BENT CREEK - TRACT "C"

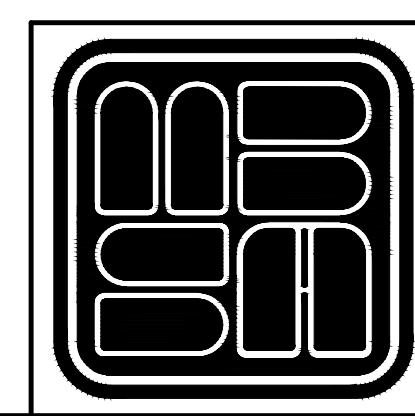
A PORTION OF A PLANNED UNIT DEVELOPMENT
 LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE
 COUNTY, FLORIDA, BEING A REPLAT OF TRACT "C", BENT CREEK MASTER PLAT, AS RECORDED IN
 PLAT BOOK 47, PAGES 9 THROUGH 14, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SHEET 2 OF 4

PLAT BOOK _____, PAGE _____



SHEET 2 OF 4



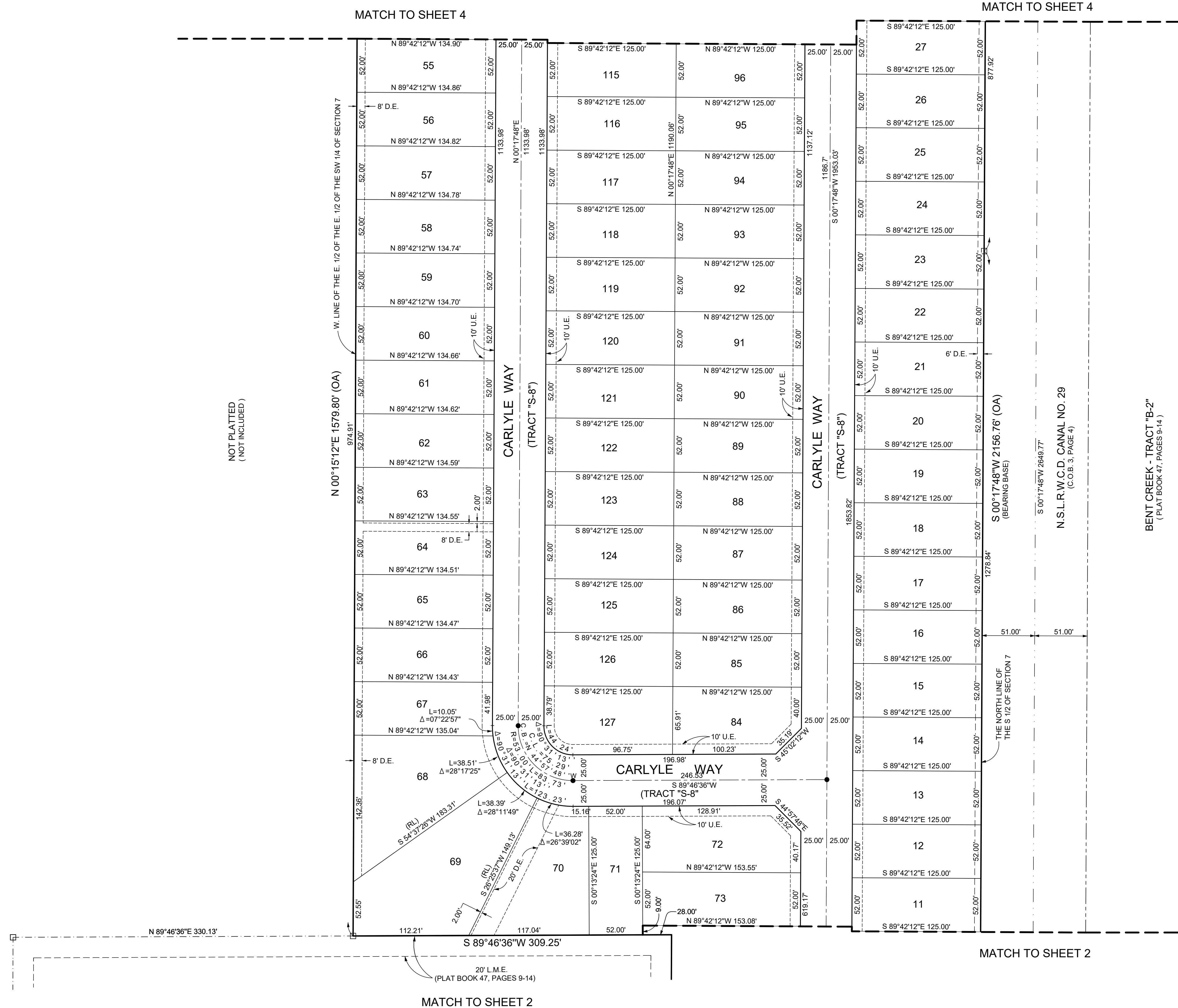
MICHAEL B. SCHORAH & ASSOCIATES, INC.
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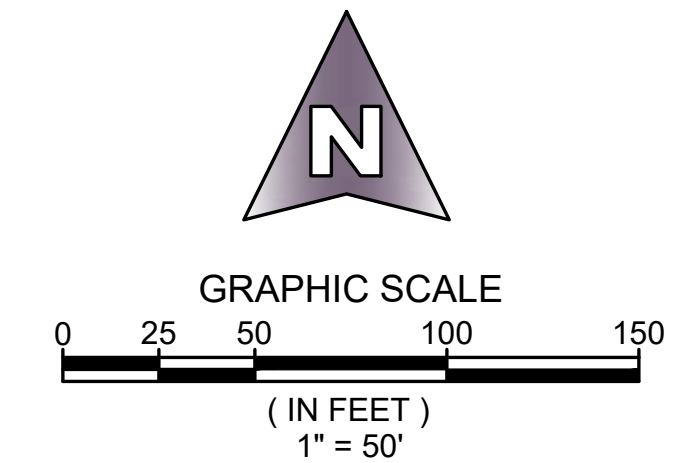
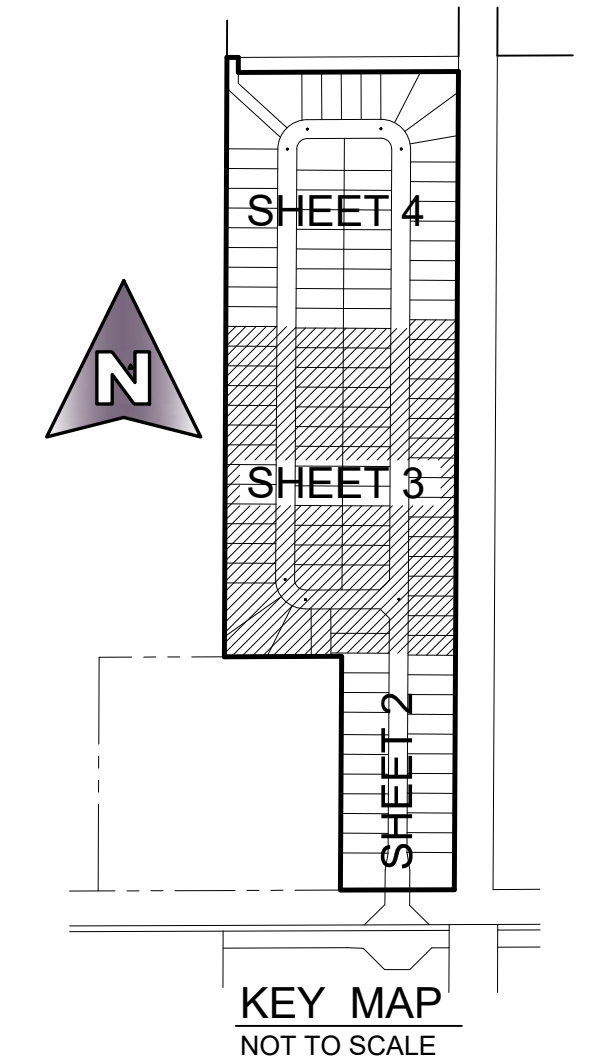
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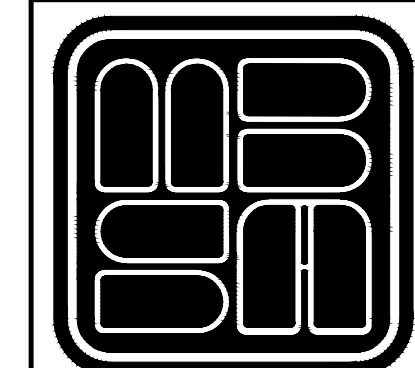
SHEET 3 OF 4



NOT PLATTED
 (NOT INCLUDED)



SHEET 3 OF 4



MICHAEL B. SCHORAH & ASSOCIATES, INC.
 1850 FOREST HILL BLVD., SUITE 206
 WEST PALM BEACH, FLORIDA 33406
 EB# 2438 TEL. (561) 968-0080 FAX. (561) 642-9726 LB# 2438

BENT CREEK - TRACT "C"

MATCH TO SHEET 2

MATCH TO SHEET 2

MATCH TO SHEET 4

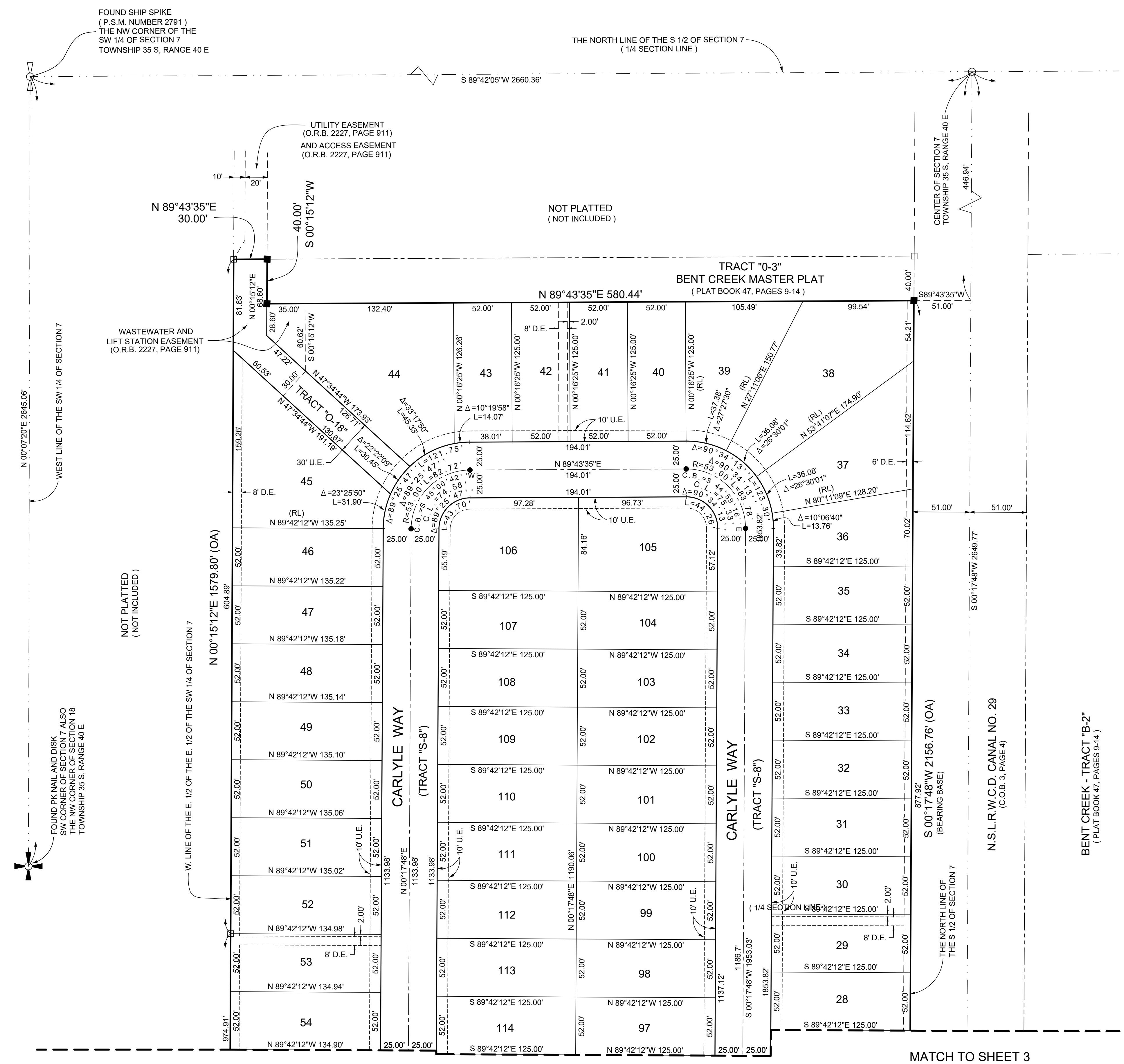
MATCH TO SHEET 4

BENT CREEK - TRACT "C"

A PORTION OF A PLANNED UNIT DEVELOPMENT
 LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE
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 PLAT BOOK 47, PAGES 9 THROUGH 14, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SHEET 4 OF 4

PLAT BOOK _____, PAGE _____





TO: Technical Review Committee

THROUGH: Kevin Freeman, Planning Director

FROM: Ryan Altizer, Senior Planner

RE: **Bent Creek Parcel C - Final Plat -
23-09000012
Parcel ID: 2407-700-0027-000-9**

BOARD DATE: July 20, 2023

Resubmittal of a Final Plat for Bent Creek Parcel C at Parcel ID: 2407-700-0027-000-9

The above referenced project is being resubmitted for your review and comments. The applicant is requesting a Final Plat for Parcel ID: 2407-700-0027-000-9.

Please send all comments to raltizer@cityoffortpierces.com, planning@cityoffortpierces.com and/or through interoffice mail to the Planning Department

Thank you.



November 6, 2023

Ft. Pierce Planning Department
100 North U.S. 1
Fort Pierce, Florida 34950

Attn: Vennis Gilmore, Assistant Planning Director

**RE: BENT CREEK PUD PARCEL C
FINAL PLAT - PARCEL ID: 2407-700-0027-000-9**

Dear Mr. Gilmore:

This letter is in response to TRC comments regarding the above-referenced plat application. These comments have been addressed in the following manner:

City of Fort Pierce Planning Department

1. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111. **Signed Plat mylars will be provided upon approval.**

Fort Pierce Engineering Department

1. Update the engineer's "Opinion of Cost" to include the following:
 - a) Add costs associated with the landscaping and irrigation of common areas and any streetscape plantings. **Costs for landscaping and irrigation have been added to the cost estimate.**
 - b) Update the square yard cost of SP 9.5 (1") to \$14.60 and the SP 12.5 (1-1/2") to \$21.00. **Asphalt unit prices have been revised as requested.**
2. Revise the City Attorney Certificate on sheet 1 of 4 to identify the Interim City Attorney as Sara Hedges. **The City Attorney has been revised as requested.**
3. Address the attached plat review comments dated August 29, 2023 as provided by Northstar Geomatics. **Northstar Geomatics comments have been addressed as indicated below.**
4. ADVISORY COMMENT:
 - a) Prior to the City of Fort Pierce City Clerk's endorsement of the Final Plat, the appropriate recorded bonding mechanism must be in place, ensuring construction completion of all outstanding infrastructure (sidewalks, roadways, drainage, utilities, curb, striping, etc.). The total bond amount is to be determined and shall be based upon the sum reflected on the approved Engineer's Opinion of Cost. **Acknowledged.**

NorthStar Geomatics

1. Sheet index on page 4 shows sheet 2 and sheet 4 hatched . Update to only show sheet 4 hatched. 177.091(3) **The sheet index has been revised as requested.**
2. Page index on page 1 show lines for individual sheets. **The page index has been revised to show individual sheet limits as requested.**
3. Scale of map on page 2 is incorrect. Revise to match graphic scale. 177.091(4). **The map scale has been revised to match the graphic scale as requested.**
4. PRM monuments needed at SW corner of Tract 0-17 and westerly corner of Lot 74. 177 .091(7). **PRM monuments have been added as requested.**
5. Did all found concrete monuments shown on the plat have no identification? **Concrete monument identification information has been added to the Plat.**
6. On sheet 2, show heavy line along plat boundary on lots 68-71. Extend matchline along south line of lot 69, 70, 71. 177.091(3). **The plat boundary line weight has been revised and the match line extended as requested.**
7. Bearing basis shown in Surveyor's note #8 does not match bearing basis shown on sheets 2-4. 177.091(6). **The bearing basis has been revised to be consistent.**
8. Update boundary survey to reflect title commitment and include copy of title commitment in next submittal. 177.041(2). **The boundary survey has been updated to reflect title information and the Plat Property Information Report is enclosed as requested.**
9. Access and potential utility easement or permit needs to be shown where road is crossing at Canal 35 to provide access to dedicated ROW. **Enclosed, please find copies of the NSLRWCD Permits for the improvements within their right-of-way.**
10. Update legend to include quarter section corner and section corner symbols. 177.091(29). **The legend has been revised as requested.**
11. Add stamping of disc to SW section corner of section 7. **The disc information has been added as requested.**
12. South $\frac{1}{4}$ corner of section 7, add description of monument found. **The $\frac{1}{4}$ corner location was calculated based on Bent Creek Master Plat corner information.**
13. Sheet 4, center of section describe if corner calculated or monument found and description of monument found. **The center of section was calculated based on Bent Creek Master Plat corner information.**
14. Sheet 2 ROW curve text on Tracts 0-16 and 0-17 overlapping, please revise. **The overlapping text has been corrected as requested.**
15. West of lot 36 in ROW there is random distance text overlapping ROW width text. **Distance text has been removed.**
16. Sheet 4 near SW corner of lot 30 there is quarter section line text overlapping with bearing text. **The overlapping text has been corrected as requested.**
17. Schedule PRM inspection directly with NorthStar Geomatics, Inc. at info@nsgeo.co.m . Please provide 5 business days in advance with at least 3 different times available to meet at project site. **A PRM inspection will be scheduled as requested.**

Ft. Pierce Building Department

November 6, 2023

Page 3

18. A written response to each item above is required prior to next review. **See responses above.**

Fort Pierce Building Department

1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review. **Acknowledged.**
2. Any construction will need to meet the requirements of the Florida Building Code 7111 Edition. **Acknowledged.**
3. Property addressed exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed. **Acknowledged.**
4. Flood Development Permit required. **Acknowledged.**
5. Building Permit required. **Acknowledged.**
6. Signed and sealed construction drawings required. **Signed and sealed construction drawings were provided under DPCR Application 23-20000732 and Building Permit 23-3629.**
7. Please address violation case pending. **Responses submitted under Clearing Permit application 23-2688 should resolve violation case.**

Fort Pierce Police Department

No comments at this time. **Acknowledged.**

St. Lucie County Planning Department

Comments may be forthcoming. **Acknowledged.**

St. Lucie County PW/Engineering

Comments may be forthcoming. **Acknowledged.**

City Clerk Office

Comments may be forthcoming. **Acknowledged.**

Code Enforcement

Comments may be forthcoming. **Acknowledged.**

Fort Pierce Utilities Authority

FPUA W/WW Engineering: No objection to the Plat.

The Water and Wastewater Engineering Department, has approved the utility plan for this project.

FPUA Electric Engineering: This submission is outside of the FPUA electric service area.

FPUA Gas: Approved. Natural Gas is available via main extension via S. Jenkins Rd and should be considered on this project.

Michael B. Schorah and Associates, Inc.

Ft. Pierce Building Department
November 6, 2023
Page 4

FPUAnet Fiber: FPUAnet approves,
At this time FPUAnet does not have Fiber in this area.

St. Lucie County Fire District

No comments at this time. **Acknowledged.**

Florida Department of Transportation

Comments may be forthcoming. **Acknowledged.**

St. Lucie County School Board

Comments may be forthcoming. **Acknowledged.**

Enclosed, please find the following for review and approval:

Final Plat
Boundary Survey
NSLRWCD Permits
Opinion of Cost
Plat Property Information Report

Should you have any questions or require additional information, please feel free to call me.

Sincerely,



Martha H. Carter, P.E., CFM
Vice President

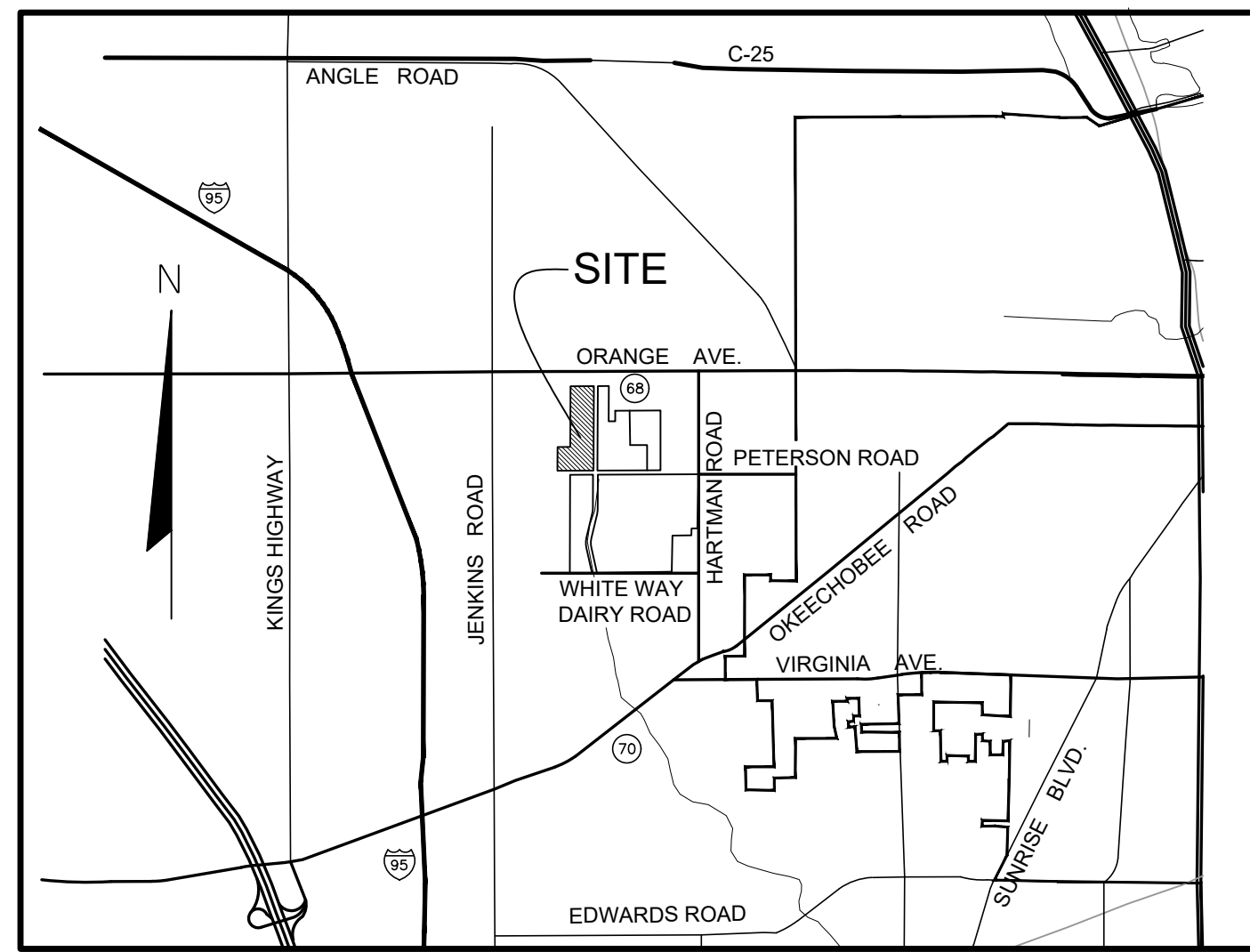
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C: Leslie Olson, AICP – District Planning Group
Greg Pettibon – Lennar Homes, LLC

BENT CREEK - TRACT "C"

A PORTION OF A PLANNED UNIT DEVELOPMENT
LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA, BEING A REPLAT OF TRACT "C", BENT CREEK MASTER PLAT, AS RECORDED IN PLAT BOOK 47, PAGES 9 THROUGH 14, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SHEET 1 OF 4



LOCATION MAP

NOT TO SCALE

DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS THAT LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS BENT CREEK - TRACT "C", BEING A REPLAT OF TRACT "C", BENT CREEK MASTER PLAT, A PLANNED UNIT DEVELOPMENT, AS RECORDED IN PLAT BOOK 47, PAGES 9 THROUGH 14, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN A PORTION OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF TRACT "C", BENT CREEK MASTER PLAT, AS RECORDED IN PLAT BOOK 47, PAGES 9 THROUGH 14, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA,

CONTAINING 25.833 ACRES MORE OR LESS.

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS:

1. EASEMENTS

UTILITY EASEMENTS - THE UTILITY EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES, INCLUDING CABLE TELEVISIONS SYSTEMS, THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES.

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

DRAINAGE EASEMENTS - THE DRAINAGE EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED IN PERPETUITY FOR DRAINAGE PURPOSES TO THE BENT CREEK MASTER HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, WITHOUT RECOURSE TO THE CITY OF FORT PIERCE, FLORIDA.

ALL TRACTS FOR PRIVATE STREET PURPOSES, AND DRIVEWAY/PARKING TRACTS, AS SHOWN HEREON, ARE HEREBY SUBJECT TO AN OVERLYING NON-EXCLUSIVE EASEMENT DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATION LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE TRACTS WITHOUT PRIOR WRITTEN APPROVAL OF THE FORT PIERCE UTILITIES AUTHORITY, ITS SUCCESSORS AND ASSIGNS.

2. STREETS

THE PRIVATE STREETS AS SHOWN HEREON, DENOTED AS TRACT "S-8", ARE HEREBY DEDICATED TO THE BENT CREEK MASTER HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF PROVIDING INGRESS-EGRESS, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION WITHOUT RECOURSE TO THE CITY OF FORT PIERCE, FLORIDA. SAID STREETS MAY ALSO BE USED FOR CONSTRUCTION AND MAINTENANCE OF UTILITIES INCLUDING WATER, SEWER, IRRIGATION, AND DRAINAGE LINES AND STRUCTURES. ALL PUBLIC AUTHORITIES SHALL HAVE THE RIGHT TO USE THE STREETS IN THE COURSE OF PERFORMING THEIR RESPECTIVE DUTIES.

3. TRACTS

TRACTS "O-16", "O-17" AND "O-18", AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY FOR OPEN SPACE, LANDSCAPING AND BUFFER PURPOSES TO THE BENT CREEK MASTER HOMEOWNERS ASSOCIATION INC., ITS SUCCESSORS AND ASSIGNS, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THIS CERTIFICATION TO BE EXECUTED IN ITS NAME, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS VICE PRESIDENT AND AUTHORIZED AGENT, THIS _____ DAY OF _____, 2023.

BY: LENNAR HOMES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
ADDRESS: 3931 RCA BOULEVARD, SUITE 3105
PALM BEACH GARDENS, FLORIDA 33410
(PHONE NO. 561-345-6710)

ATTEST: _____
GREGORY PETTIBON,
AUTHORIZED AGENT

BY: _____
MICHAEL MEYERS,
VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MICHAEL MEYERS, VICE PRESIDENT AND GREGORY PETTIBON, AUTHORIZED AGENT OF LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION AND THEY DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED SAME, AS SUCH OFFICERS FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE _____ PRINTED NAME

MY COMMISSION EXPIRES: _____

COMMISSION NO. _____

ACCEPTANCE OF DEDICATIONS OR RESERVATIONS

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE BENT CREEK MASTER HOMEOWNERS ASSOCIATION, INC., HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON. DATED THIS _____ DAY OF _____, 2023.

BENT CREEK MASTER HOMEOWNERS
ASSOCIATION, INC.,
A FLORIDA CORPORATION,
NOT FOR PROFIT

WITNESS _____ BY: _____
PRINTED NAME T.R. BEER, PRESIDENT

WITNESS _____
PRINTED NAME

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED T.R. BEER WHO IS PERSONALLY KNOWN TO ME, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF BENT CREEK MASTER HOMEOWNERS ASSOCIATION, INC., A NOT FOR PROFIT CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

COMMISSION NO. _____ PRINTED NAME

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

WE CALATLANTIC NATIONAL TITLE SOLUTIONS, AS DULY LICENSED IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED TO LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THERE ARE NO MORTGAGES AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____
JILL ANDERSON BLANCO,
SVP, SENIOR COMMERCIAL SERVICES COUNSEL

SURVEYOR REVIEW CERTIFICATE

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER, DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REGULATIONS OF CHAPTER 177, STATUTES.

THIS _____ DAY OF _____, 2023.

FRANK VELDHUIS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NUMBER 6582

PLANNING AND ZONING APPROVAL

IT IS HEREBY CERTIFIED THAT THIS PLAT MEETS THE MINIMUM LOT DIMENSION REQUIREMENTS OF THE P.U.D. ZONING DISTRICT, AS SET FORTH IN SECTION 18-9 OF THE CITY OF FORT PIERCE LAND DEVELOPMENT CODE.

THIS _____ DAY OF _____, 2023.

BY: _____
KEVIN FREEMAN
PLANNING DIRECTOR
PLANNING AND DEVELOPMENT SERVICES
CITY OF FORT PIERCE, FLORIDA

CITY ATTORNEY

IT IS HEREBY CERTIFIED THAT THE FORGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

THIS _____ DAY OF _____, 2023.

BY: _____

SARA HEDGES
INTERIM CITY ATTORNEY
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

CITY COMMISSION CERTIFICATE

STATE OF FLORIDA
COUNTY OF ST. LUCIE

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON _____, 2023.

FORT PIERCE CITY COMMISSION

BY: _____
LINDA COX
CITY CLERK

CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

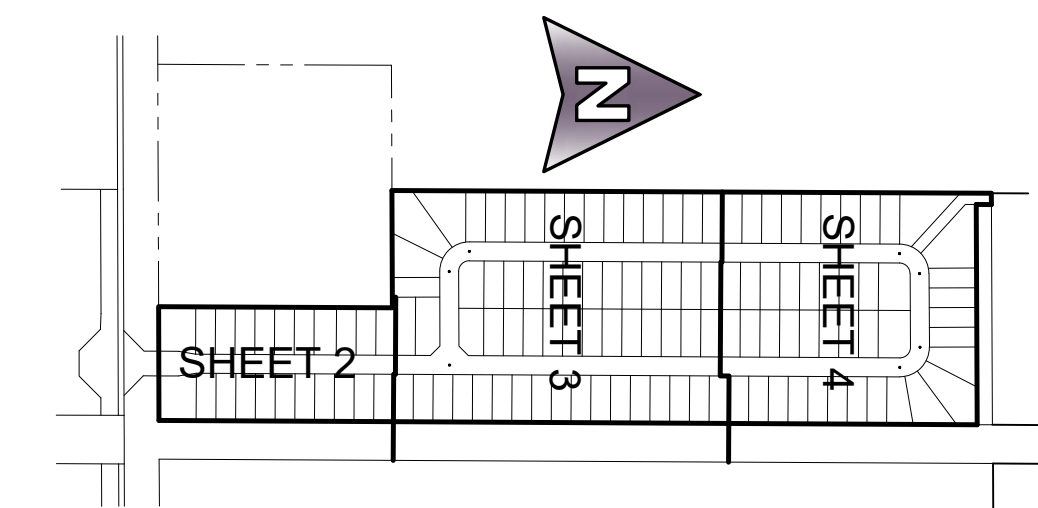
I, MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED OF RECORD IN PLAT BOOK _____, PAGES _____, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF _____, 2023.

MICHELLE R. MILLER
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

AREA TABULATION

TRACTS "O-16" -"O-18"	0.622 ACRES
TRACT "S-8"	4.439 ACRES
LOTS 1 - 127	20.771 ACRES

TOTAL AREA 25.833 ACRES



KEY MAP
NOT TO SCALE

SURVEYOR'S NOTES:

- BUILDING SETBACK LINES SHALL BE REQUIRED BY ORDINANCES OF CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.
 - THERE SHALL BE NO BUILDING OR ANY HABITABLE STRUCTURE PLACED ON DRAINAGE EASEMENTS OR UTILITY EASEMENTS.
 - THERE SHALL BE NO TREES OR SHRUBS PLACED ON UTILITY EASEMENTS WHICH ARE PROVIDED FOR WATER AND SEWER USE OR UPON DRAINAGE EASEMENTS.
 - LANDSCAPING ON OTHER UTILITY EASEMENTS SHALL BE ALLOWED ONLY AFTER CONSENT OF ALL UTILITY COMPANIES OCCUPYING SAME.
 - IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OVERLAP, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY THE USE OF RIGHTS GRANTED.
- | | | |
|----------------|---|--|
| 6. P.C.P. | = | PERMANENT CONTROL POINT |
| P.R.M. | = | PERMANENT REFERENCE MONUMENT |
| C.M. | = | CONCRETE MONUMENT |
| O.R.B. | = | OFFICIAL RECORD BOOK |
| CL | = | CENTERLINE |
| U.E. | = | UTILITY EASEMENT |
| D.E. | = | DRAINAGE EASEMENT |
| R | = | RADIUS |
| L | = | ARC LENGTH |
| Δ | = | CURVE CENTRAL ANGLE |
| ■ | = | SET 1/2"x18" IRON ROD AND 2" DIAMETER ALUMINUM DISK, STAMPED "PRM LB 2438" |
| □ | = | FOUND 4"x 4" C.M. ("PRM LB 4396") |
| ● | = | SET MAG NAIL AND 1-1/4" BRASS WASHER STAMPED "PRM LB 2438" |
| ● | = | SET 1/2"x18" IRON ROD WITH CAP STAMPED "PCP LB 2438" |
| L.M.E. | = | LAKE MAINTENANCE EASEMENT |
| L.M.A.E. | = | LAKE MAINTENANCE ACCESS EASEMENT |
| C.L. | = | CHORD LENGTH |
| C.B. | = | CHORD BEARING |
| L.S.E. | = | LIFT STATION EASEMENT |
| OA | = | OVERALL |
| RL | = | RADIAL LINE |
| A.E. | = | ACCESS EASEMENT |
| C.O.B. | = | CHANCERY ORDER BOOK |
| N.S.L.R.W.C.D. | = | NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT |
| + | = | SECTION CORNER |
| ○ | = | 1/4 SECTION CORNER |

7. ALL BEARINGS SHOWN HEREON ARE ASSUMED TO BE NON-RADIAL UNLESS OTHERWISE NOTED AS RADIAL (RL).

8. BEARINGS AS SHOWN HEREON ARE ASSUMED AND ARE BASED UPON A PLATTED BEARING OF SOUTH 00°17'48" WEST ALONG THE EAST LINE OF TRACT "C", BENT CREEK MASTER PLAT AS RECORDED IN PLAT BOOK 47, PAGES 9 THROUGH 14, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

SURVEYOR'S CERTIFICATE

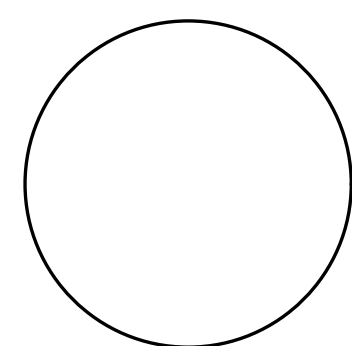
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND THAT PERMANENT CONTROL POINTS AND MONUMENTS WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY COUNCIL OF CITY OF FORT PIERCE FOR THE REQUIRED IMPROVEMENTS, AND FURTHER, THAT THE PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND IN ACCORDANCE WITH THE SURVEYING STANDARDS CONTAINED WITHIN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA.

DATE: _____
LESLIE C. BISPOTT,
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NUMBER 5698
MICHAEL B. SCHORAH & ASSOCIATES, INC.
1850 FOREST HILL BLVD., SUITE 206
WEST PALM BEACH, FLORIDA 33406
LICENSED BUSINESS NUMBER 2438

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS INSTRUMENT WAS PREPARED BY LESLIE C. BISPOTT, P.S.M. OF MICHAEL B. SCHORAH AND ASSOCIATES, INC., 1850 FOREST HILL BOULEVARD., SUITE 206, WEST PALM BEACH, FLORIDA, 33406.

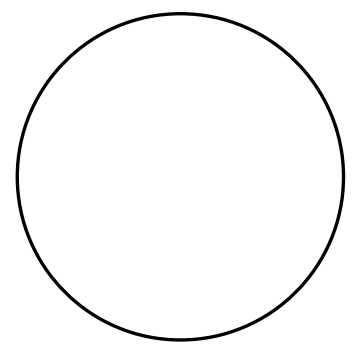
LENNAR HOMES, LLC



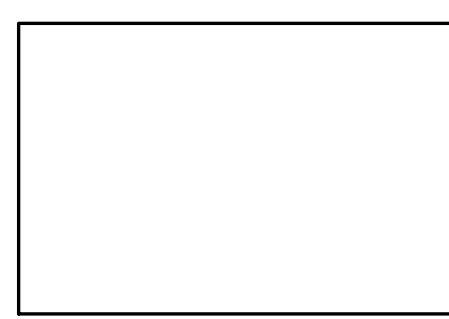
LENNAR HOMES LLC
NOTARY



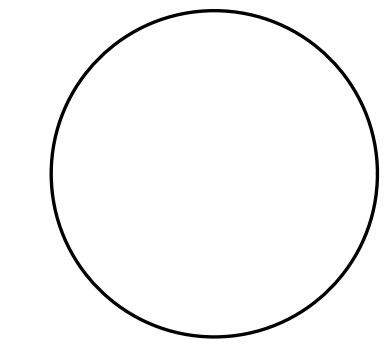
BENT CREEK MASTER
HOMEOWNERS ASSOCIATION, INC.



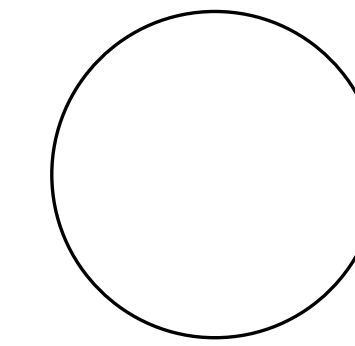
BENT CREEK MASTER
HOMEOWNERS ASSOCIATION, INC.
NOTARY



CITY OF FORT PIERCE
CLERK



PROFESSIONAL SURVEYOR
AND MAPPER



SHEET 1 OF 4



MICHAEL B. SCHORAH
& ASSOCIATES, INC.
1850 FOREST HILL BLVD., SUITE 206
WEST PALM BEACH, FLORIDA 33406
EB# 2438 TEL. (561) 968-0080 FAX. (561) 642-9726 LB# 2438

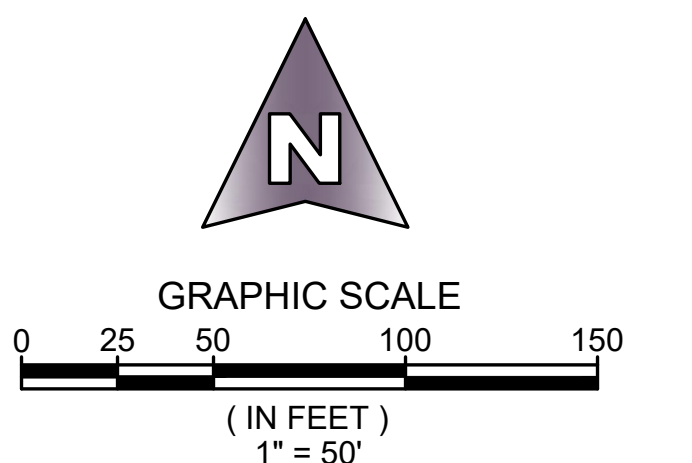
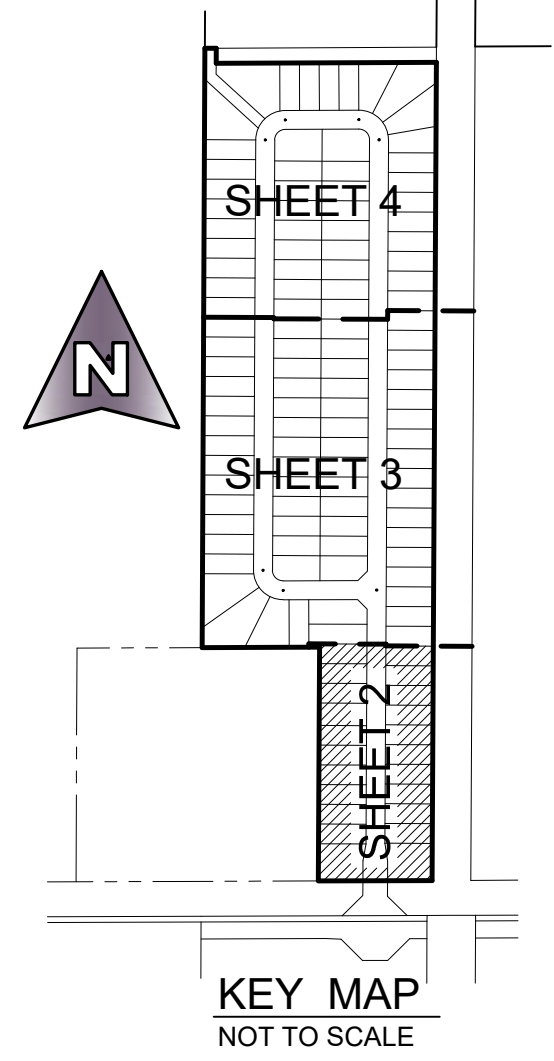
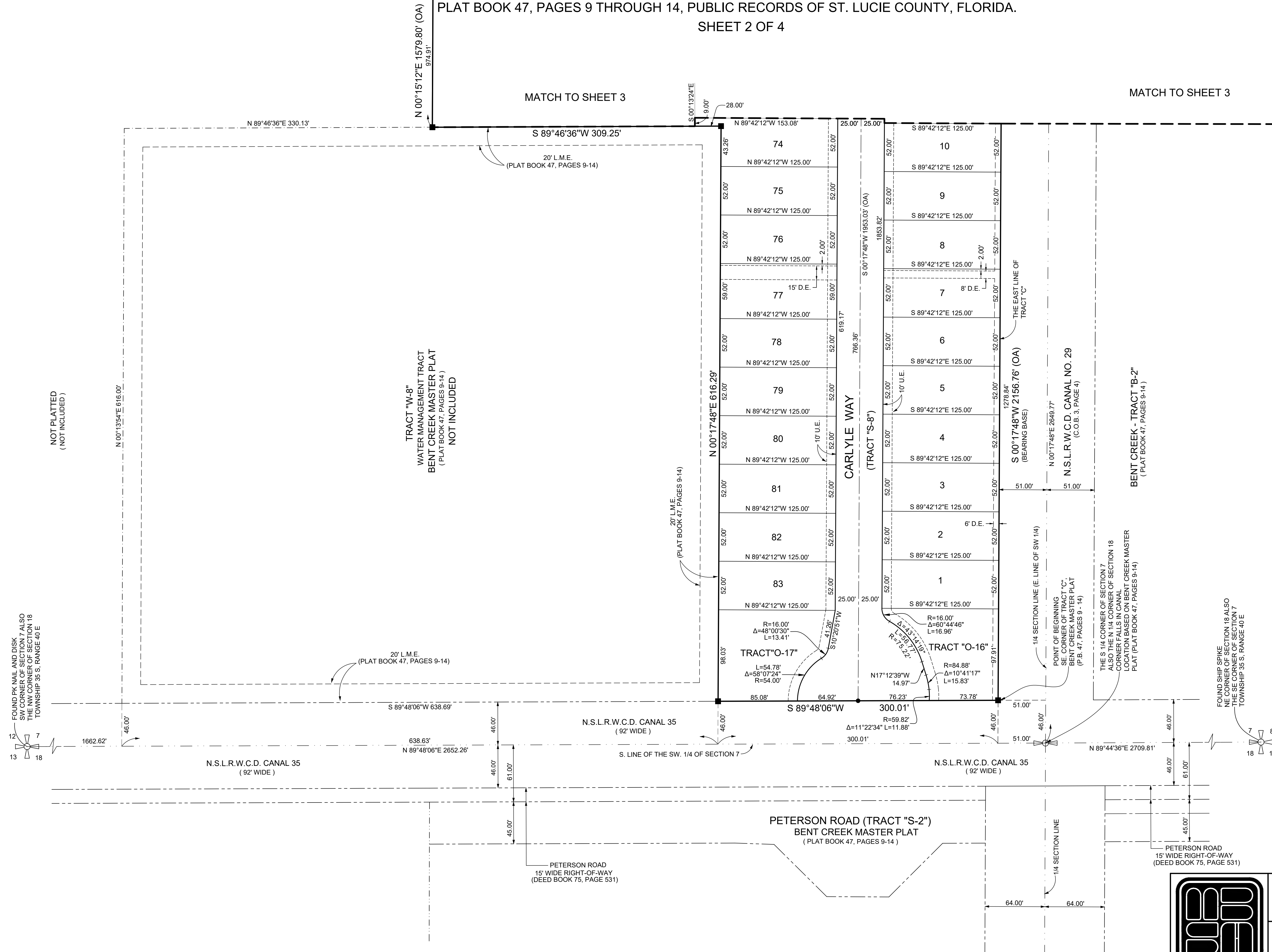
BENT CREEK - TRACT "C"

BENT CREEK - TRACT "C"

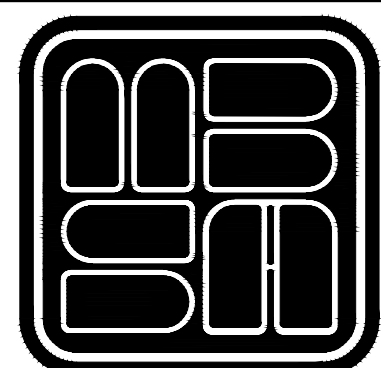
A PORTION OF A PLANNED UNIT DEVELOPMENT
 LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE
 COUNTY, FLORIDA, BEING A REPLAT OF TRACT "C", BENT CREEK MASTER PLAT, AS RECORDED IN
 PLAT BOOK 47, PAGES 9 THROUGH 14, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK _____, PAGE _____

SHEET 2 OF 4



SHEET 2 OF 4



MICHAEL B. SCHORAH & ASSOCIATES, INC.
 1850 FOREST HILL BLVD., SUITE 206
 WEST PALM BEACH, FLORIDA 33406
 EB# 2438 TEL. (561) 968-0080 FAX. (561) 642-9726 LB# 2438

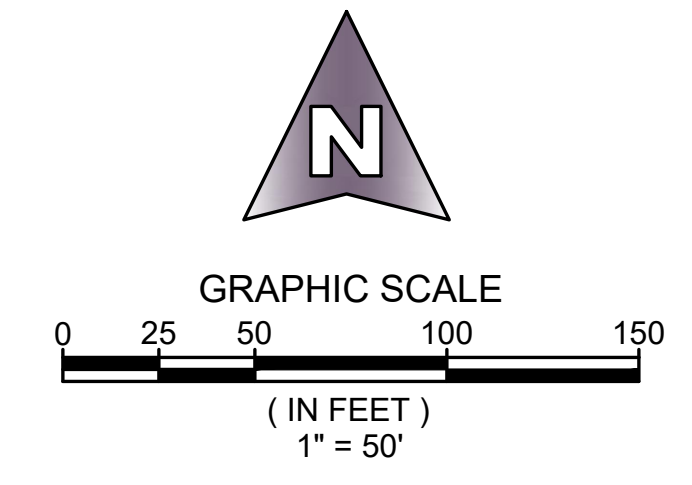
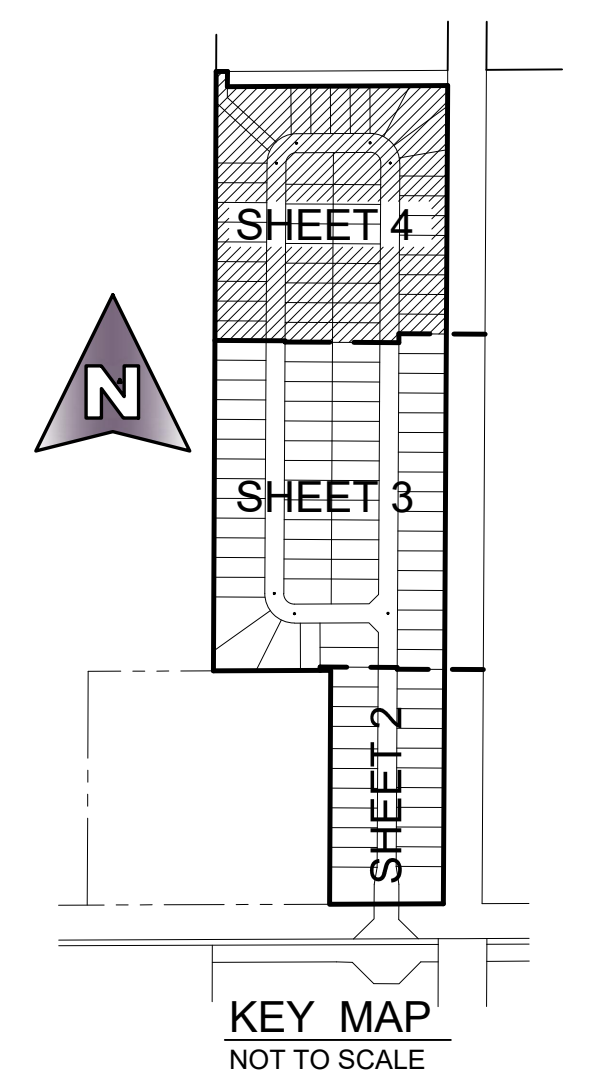
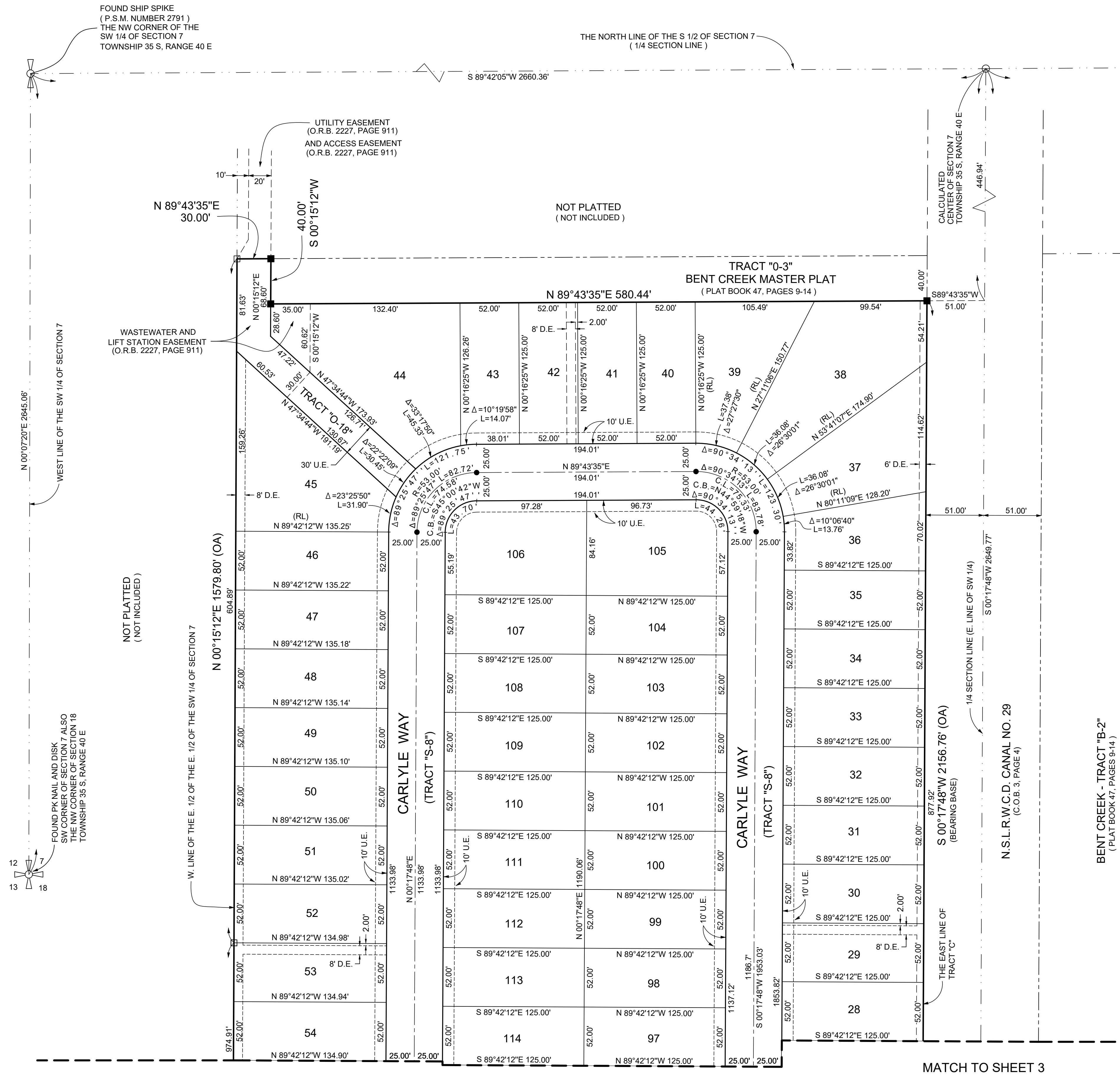
BENT CREEK - TRACT "C"

BENT CREEK - TRACT "C"

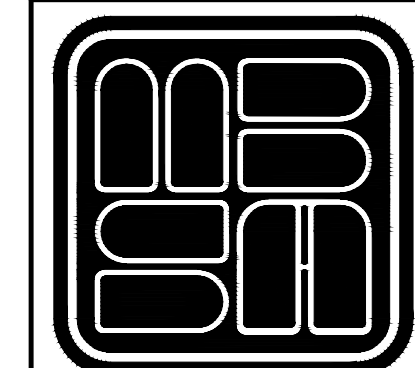
A PORTION OF A PLANNED UNIT DEVELOPMENT
 LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE
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SHEET 4 OF 4

PLAT BOOK _____, PAGE _____



SHEET 4 OF 4



MICHAEL B. SCHORAH & ASSOCIATES, INC.
 1850 FOREST HILL BLVD., SUITE 206
 WEST PALM BEACH, FLORIDA 33406
 EB# 2438 TEL. (561) 968-0080 FAX. (561) 642-9726 LB# 2438

BENT CREEK - TRACT "C"

November 1, 2023

Addressee:

PLAT PROPERTY INFORMATION REPORT

Proposed Plat of: BENT CREEK - TRACT "C"

In accordance with Section 177.041, Florida Statutes this will certify that Chicago Title Insurance Company has made a search of the Public Records of St. Lucie County, Florida, through October 12, 2023 at 8:00 AM on real property described and shown on the proposed plat which description reads as follows:

See Exhibit A attached hereto for Legal Description

As of the effective date of this report, the record title to the land described and shown on the proposed plat is in the name of Lennar Homes, LLC, a Florida limited liability company, by virtue of Special Warranty Deed recorded August 24, 2018, in [Official Records Book 4172, Page 2704](#), of the Public Records of St. Lucie County, Florida.

The search has revealed the following:

1. The following liens against the said real property recorded in the aforesaid Public Records have been found:

Notice of Commencement filed September 26, 2023, in [Official Records Book 5048, Page 1245](#). (Tract "C")

2. The following encumbrances such as Easements, Restrictions, etc., are as follows:

Restrictions, Dedications, Covenants, Conditions, Easements and other matters as contained on the Plat of BENT CREEK MASTER PLAT, recorded in [Plat Book 47, Pages 9 through 14](#), inclusive, as affected by Surveyor's Affidavit recorded in [Official Records Book 2423, Page 2398](#), of the Public Records of St. Lucie County, Florida.

Easement in favor of Florida Power & Light Company as recorded in [Official Records Book 226, Page 1252](#).

Restrictions, covenants, conditions and easements, which include provisions for A. an easement on the land; B. a lien for liquidated damages; C. a private charge or assessments; and D. an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant, as contained in that certain Declaration for Bent Creek recorded in [Official Records Book 2645, Page 1248](#) as amended by First Amendment to Declaration For Bent Creek recorded in [Official Records Book 2707, page 2704](#); Second Amendment recorded in [Official Records Book 3087, Page 224](#); Third Amendment recorded in [Official Records Book 3241, Page 77](#); Fourth Amendment recorded in [Official Records Book 3969, Page 2479](#); Fifth Amendment recorded in [Official Records Book 4522, Page 1700](#); Sixth Amendment

recorded in [Official Records Book 4640, Page 2155](#) and Seventh Amendment as recorded in [Official Records Book 5035, Page 939](#), as may be subsequently amended.

First Amendment to By-Laws of Bent Creek Master Homeowners Association, Inc., as recorded in [Official Records Book 4954, Page 2800](#).

Restrictions, covenants, conditions and easements, which include provisions for A. an easement on the land; B. a lien for liquidated damages; C. a private charge or assessments; and D. an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant, as contained in that certain Bent Creek Club Plan recorded in [Official Records Book 2645, Page 1185](#), as amended by First Amendment to Bent Creek Club Plan recorded in [Official Records Book 3241, Page 71](#) and Second Amendment recorded in [Official Records Book 4666, Page 672](#), as may be subsequently amended.

Resolution Granting Preliminary Development Plan Approval For A Project Known as Bent Creek as recorded January 12, 2006, in [Official Records Book 2461, Page 779](#).

Easements in favor of Fort Pierce Utilities Authority of the City of Fort Pierce, Florida, recorded September 27, 2006, in [Official Records Book 2665, Page 2007](#); [Official Records Book 2665, Page 2008](#) and [Official Records Book 2665, Page 2009](#).

Resolution Granting Final Development Plan Approval for Project known as Bent Creek recorded in [Official Records Book 2286, Page 474](#).

Terms, provisions and conditions as set forth in the Revocable License Agreement recorded in [Official Records Book 2472, Page 2569](#).

Terms, conditions, and provisions of Resolution 15-121, Residential Waste and Recyclable Materials, recorded in [Official Records Book 3773, Page 2819](#).

Terms of Notice from South Florida Water Management District Environmental Resource Permit Notices as recorded in [Official Records Book 2185, Page 2421](#) and [Official Records Book 2796, Page 1675](#).

Easement and Memorandum of Agreement granted to Comcast of Colorado/Florida, Inc, as recorded in [Official Records Book 3116, Page 2751](#).

Notice of Water/Wastewater Supply Agreement by and between Fort Pierce Utilities Authority and Lennar Homes, Inc. as recorded in [Official Records Book 3117, Page 2776](#); [Official Records Book 4553, Page 1623](#) and [Official Records Book 4581, Page 2970](#).

Terms of Notice of Environmental Resource Permit(s) recorded in [Official Records Book 4386, Page 703](#) and [Official Records Book 4571, Page 2951](#).

Developer's Improvement Agreement and Amendment to Existing Developer's Improvement Agreement recorded October 16, 2020, in [Official Records Book 4492, Page 2514](#).

Terms and conditions of Final Judgment by and between Bent Creek Community Development District and Taxpayers of Community Development District recorded January 13, 2021, in [Official Records Book 4537, Page 1288](#), as affected by Interlocal Agreement recorded February 23, 2021, in [Official Records Book 4560, Page 186](#), Collateral Assignment and Assumption of Development Rights recorded July 29, 2021, in [Official Records Book 4656, Page 2882](#) and Declaration of Consent to Jurisdiction of Special Assessments recorded July 29, 2021, in [Official Records Book 4656, Page 2895](#).

Lien of Record of the Bent Creek Community Development District recorded July 29, 2021, in [Official Records Book 4656, Page 2903](#).

Terms and Provisions of True-Up Agreement recorded July 29, 2021, in [Official Records Book 4656, Page 2910](#).

Notice of Establishment of the Bent Creek Community Development District recorded August 25, 2020, in [Official Records Book 4466, Page 498](#).

Notice of Environmental Resource Permit recorded July 22, 2022, in [Official Records Book 4862, Page 1935](#).

Notice of Financing Plan and Maintenance of Improvements Bent Creek Community Development District recorded November 17, 2022, in [Official Records Book 4916, Page 1269](#).

Notice of Water/Wastewater Supply Agreement by and between Fort Pierce Utilities Authority and Lennar Homes, LLC, as recorded in [Official Records Book 5056, Page 2044](#). (Project Known as Bent Creek Parcel "C")

Taxes for the years 2022 and priors PAID under Tax Folio No. 2407-700-0027-000/9. The Gross amount for the year of 2022 was \$13,750.81.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title or other similar assurance, nor as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the above Addressee only, and it may not be used or relied upon by any other party. This Report may not be used for the purpose of issuing a title insurance commitment or policy.



This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

File No.: 11426996

By: Leslie G. Tolve

Authorized Signature

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title or other similar assurance, nor as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the above Addressee only, and it may not be used or relied upon by any other party. This Report may not be used for the purpose of issuing a title insurance commitment or policy.

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File No.: 11426996

By: _____

Authorized Signature

Exhibit "A"

PROPOSED PLAT:

BENT CREEK - TRACT "C"

A portion of a Planned Unit Development, Lying in Section 7, Township 35 South, Range 40 East, City of Fort Pierce, St. Lucie County, Florida, Being a Replat of Tract "C", Bent Creek Master Plat, as recorded in [Plat Book 47, Page\(s\) 9 through 14](#), inclusive, of the Public Records of St. Lucie County, Florida.

NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
("District")

14666 Orange Avenue • Fort Pierce, Florida 34945 • (772) 461-5050 • FAX (772) 461-9446

Application to Connect to, or Use, District Facilities, or for Utility Construction*

A. General Information:

Applicant Information:

Name: Lennar Homes, LLC
Address: 8895 N. Military Trail, Suite 101-B
Palm Beach Gardens, FL 33410
Telephone: (561) 345-6707
Email: jeffrey.alexander@lennar.com

Owner Information (if different from Applicant):

Name: _____
Address: _____
Telephone: ()
Email: _____

Engineer of Record Information (if applicable):

Name: Michael B. Schorah and Associates, Inc.
Address: 1850 Forest Hill Boulevard, Suite 206
West Palm Beach, FL 33406
Telephone: (561) 968-0080
Email: mcarter@schorah.com

Billing Contact Information:

Name: Lennar Homes, LLC
Address: 8895 N. Military Trail, Suite 101-B
Palm Beach Gardens, FL 33410
Telephone: (561) 345-6707
Email: jeffrey.alexander@lennar.com

B. Project Information: (Check appropriate box and attach drawings to show location and details):

- Culvert Connection to District canal for irrigation or gravity drainage.
- Pump Connection to District canal for irrigation or drainage.
- Installation of culvert or water control structure in District canal for crossing or water control.
- Utility Crossing:
 - Electric Telephone Gas
 - Cable Television Water Main Force Main
- Other (specify): Peterson Road bridge construction

Location: Section(s): 18 Township: 35 S Range: 40 E Canal No.: 29
Description of Indirect Connection: Discharge to Overall Bent Creek P.U.D. Master System
Drainage area served: 3.94 acres (Culvert or pump Connections.)

C. Construction Schedule:

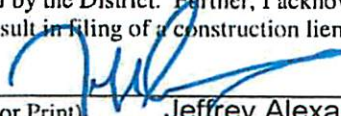
Estimated commencement date: June 2021 Estimated completion date: June 2022

D. Application, Use Fee: \$ 850.00 **Review Deposit:** \$ 2000.00

(Submit fee with this application in accordance with the District's fee schedule.)

ACKNOWLEDGEMENT AND ACCEPTANCE:

As reflected by my signature below, I hereby certify that the information shown above is accurate to the best of my knowledge, and that I agree to satisfy or abide by all requirements of this Permit, including "Standard Provisions" itemized on the reverse, and "Special Conditions" imposed by the District. Further, I acknowledge that the District and its Engineers are doing work to benefit the property and non-payment may result in filing of a construction lien as permitted by the Florida Statutes.

Owner Signature: 
Owner Name (Type or Print): Jeffrey Alexander, Authorized Agent
Date: 10/07/2020

District Use Only: No. - 020 - 011 - 29

NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT

("District")


14666 Orange Avenue • Fort Pierce, Florida 34945 • (772) 461-5050 • FAX (772) 461-9446

Application to Connect to, or Use, District Facilities, or for Utility Construction*

SPECIAL CONDITIONS: (for District Use Only):

Attached

Application Approved and Permit for Construction Issued:

By:  Date of Approval: 2-25-21
For the North St. Lucie River Water Control District

Permit Expiration Date: 2-25-23 Construction Expiration Date: _____

Project Certification Received and Accepted:

By: _____ Date of Approval: _____
For the North St. Lucie River Water Control District

Certification Expiration Date: _____

**This Application will become a Permit if and when approved and signed by an authorized representative of the District.*

July 29, 2021

Bent Creek PUD – Peterson Rd. Extension project
NSLRWCD Permit Application No. 020-010-005/35

Background and General Permit Application Information

The original master plan for the Bent Creek PUD was issued in 2005, which consisted of the residential subdivision divided into “Parcels A-D”, with each having a separate surface water management system with drainage connections to NSLRWCD Canals 5/35 and 6/36. The Orange Ave Community Development (Orange Ave. RV Storage) located at the northeast quadrant of the Bent Creek PUD was incorporated into the original master plan due to the surface water management system having a drainage connection to Parcel B. Subsequent permit modifications were issued for the proposed improvements within the individual “Parcels”; however, these permits and the master plan permit expired prior to the completion of construction for all phases of development. To date, sub-parcels A-1 and B-1 have been fully constructed. Additionally, the site clearing, mass grading and the installation of the surface water management systems with drainage connections to NSLRWCD Canals 5/35 and 6/36 have been completed for all other parcels.

This permit includes the proposed work associated with the Peterson Rd extension project along the south side of Canal 5/35. This extension will connect the Bent Creek PUD project to the existing sections of Peterson Rd. that adjoin the eastern and western boundaries of the residential community. The proposed project includes an 84 in. RCP culvert extension at the upstream end of the existing driveway crossing at Canal 5/35 and a 60 ft. wide bridge over Five Mile Creek. Additional improvements include the installation of canal bank stabilization measures along Five Mile Creek and Canal 5/35 adjacent to the proposed bridge. Stormwater runoff will be collected and treated by Parcels A-2, and D surface water management systems. No modifications are being proposed to the existing control structure. The permittee shall install the proposed improvements in accordance with the plans dated August 2019.

- a) The existing agreement between the NSLRWCD and the Bent Creek HOA (Lennar Homes) dated February 24, 2005 for the maintenance responsibilities of Canals 5, 35 and 29 (Five Mile Creek) within the Bent Creek PUD limits shall continue to remain in effect.
- b) The areas along Canals 5, 29 and 35 have not been maintained in accordance with the agreement. These canals shall be restored in accordance with the restoration plans dated June 2021. The restoration work will need to be completed prior to commencement of construction of the Peterson Rd. Extension project. Please contact the District prior to starting any restoration efforts to ensure they meet the District's criteria.

Permit Conditions

1. The permittee shall be responsible for all permit application review fees associated with this permit application.
2. At least two (2) week prior to commencement of construction, the permittee shall contact the District Office and District Engineer to schedule a pre-construction meeting.
3. The permittee shall contact the District Superintendent of Works, Bill Price at (772) 201-4781, to schedule any site inspections.
4. The contractor shall provide the NSLRWCD with a 24-hour contact number and personnel for emergency situations.

5. The permittee shall repair the sloughed/eroded areas along the bank of Canal 5 within the limits of Bent Creek PUD in a reasonably and timely manner consistent with the conditions of the agreement between the NSLRWCD and the Bent Creek HOA (Lennar Homes) dated February 24, 2005.
6. The applicant shall be responsible for notifying the District of deviations from the approved plans during construction that would impact or affect District right-of-way or facilities. Any revisions or modifications to the approved plans shall be submitted to the District for review and approval.
7. If dewatering is proposed, the permittee shall furnish a copy of the proposed dewatering plan to this District prior to the start of construction. The permittee may need to provide a stand by pump for bypassing the canal flow over the temporarily closed canal crossing. However, in the event of forecasted landfall of a named storm event, the permittee shall be prepared to provide additional pumping capabilities or reopen the canal crossing so that the historical canal flow can be maintained. The permittee shall coordinate with the District Superintendent of Works to assess if, or when, bypass pumping is necessary.
8. The applicant shall ensure that the project complies with current State Water Quality Standards. The permittee shall be responsible for installing and maintaining measures to prevent sedimentation and turbidity issues within District canals. At a minimum, the Board recommends installing turbidity curtains downstream of the construction site and installing silt fence as applicable. The contractor shall stake all turbidity barriers at the canal high water line at minimum. Please be advised that the contractor will need to coordinate with the District Supervisor or Works as necessary for the removal of any turbidity barriers in the event of forecasted landfall of a named storm event.
9. Within 30 days after completion of the permitted activity, the permittee shall submit notice of completion to the District for approval. This shall consist of a written notice of completion letter, and two (2) complete sets of the final "Record Drawings", signed and sealed by the project engineer of record or licensed surveyor. These statements must specify the actual date of construction completion and must certify that all improvements have been constructed in substantial conformance with the plans and specifications approved by the District and will function as intended and designed. If deviations from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. All surveyed dimensions and elevations shall be certified by a registered surveyor.

STANDARD PROVISIONS

for

Application / Permit No. 020-011-29

If this Application for a Permit is approved, I do acknowledge, understand, and agree that:

1. I hereby indemnify and hold the District harmless from claims for property damage or personal injury arising from the installation or use of the permitted facility, and that this indemnification extends to damage to the facility itself that may occur from District operation and maintenance work.
2. Approval of this application does not relieve the Permittee from securing any and all other permits that may be required by other entities or governmental agencies, including, but not limited to, the South Florida Water Management District, the Florida Department of Environmental Protection, and St. Lucie County.
3. The use of, or construction within, the District's right-of-way shall conform to the details of the attached approved drawings supporting this application. Modifications must be approved by the District in writing prior to construction.
4. If required in the interests of the District's operation and maintenance program, or by any modifications to the District's Standard Provisions, I agree to alter, replace, relocate, or remove the permitted facilities at no cost to the District, all as is more fully set forth by District Policy Resolution duly recorded in O.R. Book 669 at page 699 of the Public Records of St. Lucie County, Florida, but subject to the limitations thereof.
5. The lands to be benefited by this application are, or may be, subject to flooding during periods of high water resulting from heavy rains or other acts of God. This Permit will be accepted subject to this possibility, which is recognized not to be within the control of the District.
6. Any other requirements that may be imposed by the District are binding upon me, my successors and assigns.
7. Any Permit issued as an approval of this application other than one issued in irrevocable, recordable form pursuant to the Policy Resolution referenced in item 4. above, shall not be transferable from the Permittee to a subsequent owner or owners of all, or a portion of, the subject property without the express, written approval of the District.
8. Any Permit issued as approval of this application is strictly subject to all of the rules of the District, duly promulgated from time to time, which are on file and available for examination at the offices of the District by those having interest.
9. If a Permit is granted, I shall notify the District not less than 24 hours prior to the beginning and completion of the work, to enable the coordination and scheduling of inspections.
10. I accept total responsibility for any erosion of, or shoaling in, the District's right-of-way or canals that results from the permitted work, and I shall repair or remove same promptly, at no expense to the District.
11. During and after construction, I shall prevent material from the construction area from being discharged to, or settling in, District canals.
12. Unless authorized by Permit, I shall neither place, construct or plant, nor cause to be placed, constructed or planted, any object or improvement within the District right-of-way without the express written prior approval of the District.
13. Within thirty (30) days of completion of the work, I shall submit a written statement to the District certifying that the work was performed and completed in accordance with the Permit and the approved drawings. If the work deviates from the Permit or approved drawings, the certification shall state the nature and extent of those deviations.
14. If this Permit is for a drainage connection, then drainage discharge from the area served shall not exceed the volumetric equivalent of 2.0 inches of depth over the area for any 24-hour period (38 gallons per minute per acre) from the 10-year frequency, 72-hour duration rainfall.
15. If a Permit is issued for a hydraulic connection of property with a District canal, I shall not discharge hyacinths or other aquatic vegetation into the District canal.
16. The Permittee, his agents and contractors, shall conduct the work in a manner that will not impair the use, or potential use, of the District right-of-way and facilities. In no case shall drainage or irrigation canals or appurtenant works be obstructed or restricted.
17. All irrigation and drainage connections to District facilities shall be clearly marked with a post of contrasting colors to identify the location and extent of the permitted installation.
18. If access is permitted via an existing culvert crossing installed in District right-of-way, the Permittee is advised that the crossing may be permitted for use by other affected owners, as such crossings are limited in number by the District.
19. The District reserves the right to permit the use of culvert crossings installed in rights-of-ways by other affected owners of District lands, as culvert crossings are subject to distance limitations imposed by the District.
20. All utility installations shall be clearly marked with above-ground signs or markers, as required by the District's "Permit Information and Criteria Manual."

NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT

("District")

14666 Orange Avenue • Fort Pierce, Florida 34945 • (772) 461-5050 • FAX (772) 461-9446

Application to Connect to, or Use, District Facilities, or for Utility Construction*

A. General Information:

Applicant Information:

Name: Lennar Homes LLC

Address: 8895 N. Military Trail, Suite 101-B

Palm Beach Gardens, FL 33410

Telephone: (561) 345-6707

Email: jeffrey.alexander@lennar.com

Owner Information (if different from Applicant):

Name: _____

Address: _____

Telephone: () _____

Email: _____

Engineer of Record Information (if applicable):

Name: Michael B. Schorah and Associates, Inc.

Address: 1850 Forest Hill Boulevard, Suite 206

West Palm Beach, FL 33406

Telephone: (561) 968-0080

Email: mcarter@schorah.com

Billing Contact Information:

Name: Lennar Homes LLC

Address: 8895 N. Military Trail, Suite 101-B

Palm Beach Gardens, FL 33410

Telephone: 561 345-6707

Email: jeffrey.alexander@lennar.com

B. Project Information: (Check appropriate box and attach drawings to show location and details):

- Culvert Connection to District canal for irrigation or gravity drainage.
- Pump Connection to District canal for irrigation or drainage.
- Installation of culvert or water control structure in District canal for crossing or water control.
- Utility Crossing:
 - Electric Telephone Gas
 - Cable Television Water Main Force Main

Other (specify): Indirect drainage connection for Bent Creek P.U.D. Parcel C

Location: Section(s): 7 Township: 35 S Range: 40 E Canal No.: 35 / 5

Description of Indirect Connection: Discharge to Overall Bent Creek P.U.D. Master System

Drainage area served: 25.83 acres (Culvert or pump Connections.)

C. Construction Schedule:

Estimated commencement date: January 2022 Estimated completion date: August 2022

D. Application, Use Fee: \$ 75.00 **Review Deposit:** \$ 2500.00

(Submit fee with this application in accordance with the District's fee schedule.)

ACKNOWLEDGEMENT AND ACCEPTANCE:

As reflected by my signature below, I hereby certify that the information shown above is accurate to the best of my knowledge, and that I agree to satisfy or abide by all requirements of this Permit, including "Standard Provisions" itemized on the reverse, and "Special Conditions" imposed by the District. Further, I acknowledge that the District and its Engineers are doing work to benefit the property and non-payment may result in filing of a construction lien as permitted by the Florida Statutes.

Owner Signature: 

Owner Name (Type or Print): Jeffrey Alexander, Authorized Agent

Date: 8/17/2021

District Use Only: No. 021-12-5/35

NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT

("District")


14666 Orange Avenue • Fort Pierce, Florida 34945 • (772) 461-5050 • FAX (772) 461-9446

Application to Connect to, or Use, District Facilities, or for Utility Construction*

SPECIAL CONDITIONS: (for District Use Only):

attached

Application Approved and Permit for Construction Issued:

By:  Date of Approval: 7-27-23
For the North St. Lucie River Water Control District

Permit Expiration Date: 7-27-25 Construction Expiration Date: _____

Project Certification Received and Accepted:

By: _____ Date of Approval: _____
For the North St. Lucie River Water Control District

Certification Expiration Date: _____

**This Application will become a Permit if and when approved and signed by an authorized representative of the District.*

December 3, 2021
Bent Creek PUD (Parcel C) –Drainage Connection to Canal 5/35
NSLRWCD Permit Application No. 021-012-005/35

Background and General Permit Application Information

The permittee is proposing the next phase of improvements to the Bent Creek PUD residential development located on the south side of Orange Ave. between S. Jenkins Rd. and Harman Rd. The original master plan for the Bent Creek PUD was issued in 2005, which consisted of the residential subdivision divided into “Parcels A-D”, with each having a separate surface water management system and drainage connection to either NSLRWCD Canals 5/35 or 6/36. The Orange Ave Community Development (Orange Ave. RV Storage) located at the northeast quadrant of the Bent Creek PUD was incorporated into the original master plan due to the surface water management system having a drainage connection to Parcel B. Subsequent permit modifications were issued for the proposed improvements within the individual “Parcels”; however, these permits and the master plan permit expired prior to the completion of construction for all phases of development. To date, sub-parcels A-1 and B-1 have been fully constructed, and the site clearing, mass grading and installation of the surface water management systems, including the drainage connections to NSLRWCD Canals 5/35 and 6/36 have been completed for all other parcels. The NSLRWCD issued permits for the proposed improvements to Sub-parcels A-2 and B-2 in 2020 (NSLRWCD permit # 019-011-005/35) and the Peterson Rd. Extension project in 2021 (NSLRWCD permit # 020-010-005/35).

The next phase of proposed improvements is located on Parcel C and includes the construction of 127 single-family residential homes with the associated roads, utilities, and drainage infrastructure. No modifications are being proposed to the existing control structure. The permittee shall install the proposed improvements in accordance with the plans dated November 15, 2021.

- a) The existing agreement between the NSLRWCD and the Bent Creek HOA (Lennar Homes) dated February 24, 2005 for the maintenance responsibilities of Canals 5, 35 and 29 (Five Mile Creek) within the Bent Creek PUD limits shall continue to remain in effect.
- b) The permittee shall repair the sloughed/eroded areas along the bank of Canal 5, 29, and 35 within the limits of Bent Creek PUD in accordance with the special permit conditions for the Peterson Rd. Extension project (see reference above) and the approved restoration plans dated June 2021.
- c) The permittee shall provide canal bank stabilization and erosion protection (e.g., rock rip rap or approved equivalent) along the NSLRWCD canal bank and canal bottom at and around the existing outfall location.
- d) The permittee shall submit a future permit application at an undetermined future date for the proposed improvements to Parcel D.
- e) Prior to the issuance of the certification of acceptance letter for Parcel C, the permittee shall remove the previously installed temporary culvert crossing of Canal 6 located approximately 0.15 miles west of Hartman Rd.

Permit Conditions

1. The permittee shall be responsible for all permit application review fees associated with this permit application.
2. At least two (2) week prior to commencement of construction, the permittee shall contact the District Office and District Engineer to schedule a pre-construction meeting.
3. The permittee shall contact the District Superintendent of Works, Bill Price at (772) 201-4781, to schedule any site inspections.
4. The contractor shall provide the NSLRWCD with a 24-hour contact number and personnel for emergency situations.

5. The applicant shall be responsible for notifying the District of deviations from the approved plans during construction that would impact or affect District right-of-way or facilities. Any revisions or modifications to the approved plans shall be submitted to the District for review and approval.
6. If dewatering is proposed, the permittee shall furnish a copy of the proposed dewatering plan to this District prior to the start of construction. The permittee may need to provide a stand by pump for bypassing the canal flow over the temporarily closed canal crossing. However, in the event of forecasted landfall of a named storm event, the permittee shall be prepared to provide additional pumping capabilities or reopen the canal crossing so that the historical canal flow can be maintained. The permittee shall coordinate with the District Superintendent of Works to assess if, or when, bypass pumping is necessary.
7. The applicant shall ensure that the project complies with current State Water Quality Standards. The permittee shall be responsible for installing and maintaining measures to prevent sedimentation and turbidity issues within District canals. At a minimum, the Board recommends installing turbidity curtains downstream of the construction site and installing silt fence as applicable. The contractor shall stake all turbidity barriers at the canal high water line at minimum. Please be advised that the contractor will need to coordinate with the District Supervisor or Works as necessary for the removal of any turbidity barriers in the event of forecasted landfall of a named storm event.
8. Within 30 days after completion of the permitted activity, the permittee shall submit notice of completion to the District for approval. This shall consist of a written notice of completion letter, and two (2) complete sets of the final "Record Drawings", signed and sealed by the project engineer of record or licensed surveyor. These statements must specify the actual date of construction completion and must certify that all improvements have been constructed in substantial conformance with the plans and specifications approved by the District and will function as intended and designed. If deviations from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. All surveyed dimensions and elevations shall be certified by a registered surveyor.

STANDARD PROVISIONS

for

Application / Permit No. 021-12-005/3

If this Application for a Permit is approved, I do acknowledge, understand, and agree that:

1. I hereby indemnify and hold the District harmless from claims for property damage or personal injury arising from the installation or use of the permitted facility, and that this indemnification extends to damage to the facility itself that may occur from District operation and maintenance work.
2. Approval of this application does not relieve the Permittee from securing any and all other permits that may be required by other entities or governmental agencies, including, but not limited to, the South Florida Water Management District, the Florida Department of Environmental Protection, and St. Lucie County.
3. The use of, or construction within, the District's right-of-way shall conform to the details of the attached approved drawings supporting this application. Modifications must be approved by the District in writing prior to construction.
4. If required in the interests of the District's operation and maintenance program, or by any modifications to the District's Standard Provisions, I agree to alter, replace, relocate, or remove the permitted facilities at no cost to the District, all as is more fully set forth by District Policy Resolution duly recorded in O.R. Book 669 at page 699 of the Public Records of St. Lucie County, Florida, but subject to the limitations thereof.
5. The lands to be benefited by this application are, or may be, subject to flooding during periods of high water resulting from heavy rains or other acts of God. This Permit will be accepted subject to this possibility, which is recognized not to be within the control of the District.
6. Any other requirements that may be imposed by the District are binding upon me, my successors and assigns.
7. Any Permit issued as an approval of this application other than one issued in irrevocable, recordable form pursuant to the Policy Resolution referenced in item 4, above, shall not be transferable from the Permittee to a subsequent owner or owners of all, or a portion of, the subject property without the express, written approval of the District.
8. Any Permit issued as approval of this application is strictly subject to all of the rules of the District, duly promulgated from time to time, which are on file and available for examination at the offices of the District by those having interest.
9. If a Permit is granted, I shall notify the District not less than 24 hours prior to the beginning and completion of the work, to enable the coordination and scheduling of inspections.
10. I accept total responsibility for any erosion of, or shoaling in, the District's right-of-way or canals that results from the permitted work, and I shall repair or remove same promptly, at no expense to the District.
11. During and after construction, I shall prevent material from the construction area from being discharged to, or settling in, District canals.
12. Unless authorized by Permit, I shall neither place, construct or plant, nor cause to be placed, constructed or planted, any object or improvement within the District right-of-way without the express written prior approval of the District.
13. Within thirty (30) days of completion of the work, I shall submit a written statement to the District certifying that the work was performed and completed in accordance with the Permit and the approved drawings. If the work deviates from the Permit or approved drawings, the certification shall state the nature and extent of those deviations.
14. If this Permit is for a drainage connection, then drainage discharge from the area served shall not exceed the volumetric equivalent of 2.0 inches of depth over the area for any 24-hour period (38 gallons per minute per acre) from the 10-year frequency, 72-hour duration rainfall.
15. If a Permit is issued for a hydraulic connection of property with a District canal, I shall not discharge hyacinths or other aquatic vegetation into the District canal.
16. The Permittee, his agents and contractors, shall conduct the work in a manner that will not impair the use, or potential use, of the District right-of-way and facilities. In no case shall drainage or irrigation canals or appurtenant works be obstructed or restricted.
17. All irrigation and drainage connections to District facilities shall be clearly marked with a post of contrasting colors to identify the location and extent of the permitted installation.
18. If access is permitted via an existing culvert crossing installed in District right-of-way, the Permittee is advised that the crossing may be permitted for use by other affected owners, as such crossings are limited in number by the District.
19. The District reserves the right to permit the use of culvert crossings installed in rights-of-ways by other affected owners of District lands, as culvert crossings are subject to distance limitations imposed by the District.
20. All utility installations shall be clearly marked with above-ground signs or markers, as required by the District's "Permit Information and Criteria Manual."

**DEVELOPER'S IMPROVEMENT AGREEMENT AND AMENDMENT TO EXISTING
DEVELOPER'S IMPROVEMENT AGREEMENT**

(Bent Creek Tract B-2)

THIS DEVELOPER'S IMPROVEMENT AGREEMENT AND AMENDMENT TO EXISTING DEVELOPER'S IMPROVEMENT AGREEMENT ("Agreement") is entered into this 8th day of September, 2020, by **LENNAR HOMES, LLC**, a Florida limited liability company ("**Developer**"), whose mailing address is 700 NW 107th Avenue, Suite 400, Miami, Florida, 33172 and the **CITY OF FORT PIERCE**, a political subdivision of the State of Florida ("**City**"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, Florida, 34950.

WITNESSTH:

WHEREAS, the Developer (or its predecessor in interest) acquired fee simple title to approximately 269 acres of real property located in Fort Pierce, St. Lucie County, Florida, which Property is zoned P.U.D. on the City's zoning map and RM on the City's Future Land Use Map and is more particularly described on Exhibit "A" attached ("**Property**");

WHEREAS, the Developer obtained P.U.D. approval and site plan ("**Site Plan**") approval from the St. Lucie County Board of County Commissioners on April 5, 2005 for a platted residential development of 692 units to be known as Bent Creek ("**Project**");

WHEREAS, in connection with the Project, Developer recorded the Bent Creek Master Plat in Plat Book 47, Page 9, of the Public Records of St. Lucie County, Florida ("**Master Plat**");

WHEREAS, the Master Plat designates Tracts A-1, A-2, B-1, B-2 and C for development;

WHEREAS, in connection with the Project, Developer's predecessor in interest and the City entered into (i) that certain Developer's Improvement Agreement (A-1) dated September 25, 2006 ("**A-1 Agreement**") and (ii) that certain Developer's Improvement Agreement (B-1) dated September 25, 2006 ("**B-1 Agreement**") and (iii) that certain Amendment to Developer's Improvement Agreement (as to Bent Creek Parcels A-1 and B-1) dated July 28, 2011 ("**Amendment**"). The Amendment amends the A-1 Agreement and the B-1 Agreement;

WHEREAS, the Developer is commencing development of Tract B-2 and, accordingly, has re-platted ("**Bent Creek Tract B-2/Re-Plat**") the portion of the Property shown as Tract B-2 ("**Tract B-2**") on the Master Plat;

WHEREAS, pursuant to Paragraph 7 of the Amendment, Peterson Road (as defined in the Amendment), must be completed prior to the issuance of any permits or the commencement of any development in any area of the Bent Creek PUD, other than Tracts A-1 and B-1;

WHEREAS, the City has agreed to allow the Developer to record the Bent Creek Tract B-2/Replat and commence development of Tract B-2, despite the fact that Peterson Road has yet to be completed;

WHEREAS, the City and Developer have agreed to enter into this Agreement (i) for the

purpose of complying with Section 18-13 of the City’s Land Use Development Code (“LDC”) and (ii) to acknowledge and confirm the City’s waiver and modification of certain requirements contained in the Amendment relating to Peterson Road.

NOW THEREFORE, in consideration of the premises contained here and other good and valuable consideration exchanged by and between the City and the Developer, the receipt and sufficiency of which is hereby acknowledged, the parties hereto stipulate and agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Security for Construction of Improvements.**

a. The Developer hereby assures the City that all improvements required in connection with the Bent Creek Tract B-2/Re-Plat more particularly described on **Exhibit “B”** attached (“**Required Improvements**”), shall be constructed according to the approved development permit issued by the Building Department, no later than December 1, 2022.

b. The total estimated cost for the Required Improvements is shown on Exhibit “B”.

c. If the Developer fails to construct the Required Improvements by December 1, 2022, the City shall be entitled to construct and install the Required Improvements and draw down and utilize the proceeds of the Required Improvements Bond (as hereinafter described). In such event, Developer hereby grants to City and/or its designated agent, a license to enter Tract B-2 for the sole purpose of completing the Required Improvements.

d. The Developer shall deliver to the City a performance bond (“**Required Improvements Bond**”), securing the Developer’s obligations to construct the Required Improvements under this Agreement, in a secured amount of \$2,461,196.54 (representing 110% of the cost of the Required Improvements). A copy of the Required Improvements Bond is attached as **Exhibit “C”**.

e. The amount of the security evidenced by the Required Improvements Bond shall be reduced during the term of this Agreement as portions of the Required Improvements are completed (based on the cost of completion of the portion so completed, as set forth on Exhibit B), provided that the same are certified and approved by the City Engineer as being in conformance with the construction plans approved by and on file with the City engineer.

f. A recommendation for final acceptance or approval of the Required Improvements shall be made by the City Engineer within 5 days of receipt of an engineer’s certification of project completion from the Developer’s engineer in the form required by Section 18-13 of the LDC, together with a copy of any test results and record drawings reasonably required by the City Engineer. Upon final acceptance and approval of the Required Improvements by the City Engineer, the performance bond shall be returned to the Developer.

3. **Peterson Road.**

a. The City agrees that notwithstanding the requirements of paragraph 7 of the Amendment, the City will allow application for (i) approval of the Bent Creek Tract B-2/Re-Plat, (ii) permit the development of Tract B-2 in accordance with the Site Plan and (iii) allow for application of all required permits in connection with Tract B-2. Otherwise, paragraph 7 of the Amendment remains in effect.

b. Developer shall complete construction of Peterson Road no later than December 1, 2022 and in accordance with the terms of the Amendment, except as modified herein.

c. The Developer shall deliver to the County a performance bond (“**Peterson Road Bond**”), securing the Developer’s obligations to construct Peterson Road, in such form and in such amount as may be required by the County’s Land Development Code.

d. Paragraph 3(d) of the Amendment is hereby modified to read as follows:

“Before commencing construction of Peterson Road, Developer shall be required to provide to the County a performance bond naming the County as beneficiary. Developer shall also comply with all other bonding requirements of the County, if any.”

4. **Recordation.** This Agreement may be recorded in the public records of St. Lucie County, Florida.

5. **Notices.** Any notice, demand, consent, approval or other document or instrument required or permitted to be given to any party to this Agreement shall be in writing and shall be delivered in person or sent by certified mail with return receipt requested, electronic mail, overnight delivery to the following address (or such other address as any party may designate from time to time in writing);

City: City Manager
100 North U.S. 1
Fort Pierce, FL 34950
Email: _____

With a copy to: City Attorney
100 North U.S. 1
Fort Pierce, FL 34950
Email: _____

Developer: Lennar Homes, LLC
700 NW 107th Avenue, Suite 400
Miami, FL 33172
Email: JEFFREY.ALEXANDER@LENNAR.COM

With a copy to: Henry B. Handler
Weiss, Handler & Cornwell, P.A.

2255 Glades Road, Suite 218-A
Boca Raton, FL 33431
Email: hbh@whcfla.com

And

Lennar Homes, LLC Attention: Jeff Alexander
8895 North Military Trail Suite 101-B
Palm Beach Gardens, FL 33410

6. **Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

7. **Counterparts.** This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one Agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

8. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation between the parties related to this Agreement shall be in St. Lucie County, Florida.

9. **Amendments.** This Agreement shall not be changed, modified or amended except by an instrument in writing and executed by the parties, or their successors in the interest.

10. **Covenants Running with the Land.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto, and shall run with title to the property and be binding upon the successor and the assigns of the developer and upon any person, firm, corporation or entity who or which may become the successor in interest to the Property.

11. **Further Documentation.** The parties hereto agree that at any time following a request therefore by another party, each shall execute and deliver to the other party such other documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of any party hereunder and the consummation of the transactions contemplated hereby.

12. **Remedies.** The City and the Developer shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance. However, nothing in this Agreement shall be construed to limit the right of either the Developer or the City to pursue any and all remedies under the State or Federal constitution or other law relating to a party's non-performance under this Agreement.

13. **Waiver of Jury Trial.** By the execution hereof, the Developer and the City knowingly, voluntarily, and intentionally agree that neither party shall seek a jury trial in any

lawsuit, proceeding, counterclaim or any other litigation procedure rising from or based upon this Agreement.

14. **Entire Agreement.** This Agreement constitutes the complete and entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements, or understandings, whether oral or written, between the parties with respect to Tract B-2. Except as amended herein, the A-1 Agreement, B-1 Agreement and Amendment are hereby ratified, confirmed, and remain in full force and effect. In the event of any conflict between the terms and provisions contained in this Agreement and the Amendment, the terms of this Agreement shall control. The City and Developer agree that the A-1 Agreement, B-1 Agreement, as amended by the Amendment are in full force and effect and that neither party is in default thereunder.

IN WITNESS WHEREOF, the Developer and the City have caused this Agreement to be duly executed by their respective authorized representatives on the day and year set forth below.

ATTEST:

CITY OF FORT PIERCE

Linda W. Cox
Linda Cox City Clerk

By: Linda Hudson
Linda Hudson Mayor

WITNESS:

APPROVED AS TO
FORM AND CORRECTNESS:

Linda W. Cox
Printed Name Linda W. Cox

By: Peter J. Sweeney
Peter J. Sweeney, City Attorney

Miriam Garcia
Printed Name Miriam Garcia

DEVELOPER:

WITNESS:

LENNAR HOMES, LLC

Gregory J. Ritts
Printed Name Gregory J. Ritts


By: Jeff Alexander
Printed Name JEFF ALEXANDER
Title AUTHORIZED AGENT

T. R. Beer
Printed Name T. R. Beer

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of October, 2020, by Linda Hudson as Mayor of the City of Fort Pierce, on behalf of the City, and who is personally known to me or who has _____ produced _____ as identification.

Linda W. Cox
Notary Public

 Linda W. Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/8/2021

My commission expires _____

Printed Name

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of September, 2020, by JEFF ALEXANDER as AUTHORIZED AGENT of Lennar Homes, LLC, a Florida limited liability company, who is personally known to me or who has _____ produced _____ as identification.

Adam Picow
Notary Public

Adam Picow
Printed Name

My commission expires:

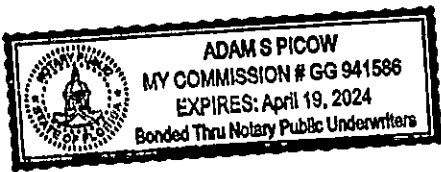


EXHIBIT "A"

BENT CREEK P.U.D.

LEGAL DESCRIPTION

4 PARCELS OF LAND LYING IN PORTIONS OF THE SOUTH HALF (S 1/2) OF SECTION 7 AND THE NORTH HALF (N 1/2) OF SECTION 18, BOTH LYING IN TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, EACH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1A (LYING IN THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7)

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7; THENCE SOUTH 89°42'05" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, A DISTANCE OF 1006.95 FEET TO THE EAST LINE OF THE WEST HALF (W 1/2) OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7; THENCE SOUTH 00°02'10" EAST ALONG SAID EAST LINE, A DISTANCE OF 49.07 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF ORANGE AVENUE (STATE ROAD NO. 68), AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 94070-2505 (UNRECORDED), MAP AS PREPARED BY BETSY LINDSAY INC., DATED 07/03/02, SAID RIGHT-OF-WAY LINE BEING PARALLEL WITH AND 49.07 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7; THENCE SOUTH 00°02'10" EAST ALONG THE SAID EAST LINE, A DISTANCE OF 1000.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°02'10" EAST ALONG THE SAID EAST LINE OF THE WEST HALF (W 1/2) OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7, AND ALONG THE EAST LINE OF THE WEST HALF (W 1/2) OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7; A DISTANCE OF 1555.81 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 5, AS DESCRIBED BY DEED RECORDED IN CHANCERY ORDER BOOK 3, PAGE 4, PUBLIC RECORDS OF ST. LUCIE COUNTY, SAID LINE BEING PARALLEL WITH AND 46.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7; THENCE SOUTH 89°44'36" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1642.36 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 29, AS DESCRIBED BY DEED RECORDED IN CHANCERY ORDER BOOK 3, PAGE 4, PUBLIC RECORDS OF ST. LUCIE COUNTY, SAID LINE BEING PARALLEL WITH AND 51.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7; THENCE NORTH 00°17'48" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2197.90 FEET; THENCE NORTH 89°42'43" EAST, A DISTANCE OF 285.12 FEET; THENCE SOUTH 00°13'49" WEST, A DISTANCE OF 919.04 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE

SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7; THENCE NORTH 89°43'21" EAST, ALONG SAID SECTIONAL LINE, A DISTANCE OF 168.59 FEET; THENCE NORTH 00°11'49" EAST, A DISTANCE OF 275.94 FEET; THENCE NORTH 89°42'05" EAST, A DISTANCE OF 1179.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 61.623 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 2A (LYING IN THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 7)

COMMENCE AT THE SAID NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 7; THENCE SOUTH 89°42'05" WEST ALONG THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF SAID SECTION 7, A DISTANCE OF 3346.98 FEET TO THE WEST LINE OF THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 7; THENCE SOUTH 00°15'12" WEST ALONG SAID WEST LINE, A DISTANCE OF 406.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°15'12" WEST ALONG THE SAID WEST LINE OF THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 7, A DISTANCE OF 1579.80 FEET TO THE NORTH LINE OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 7; THENCE SOUTH 89°46'36" WEST ALONG SAID NORTH LINE, A DISTANCE OF 330.13 FEET TO THE WEST LINE OF SAID EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 7; THENCE SOUTH 00°13'54" WEST ALONG SAID WEST LINE, A DISTANCE OF 616.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 35, AS DESCRIBED BY DEED RECORDED IN CHANCERY ORDER BOOK 3, PAGE 4, PUBLIC RECORDS OF NORTH ST. LUCIE COUNTY, SAID NORTH LINE BEING A LINE PARALLEL WITH AND 46.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 7; THENCE NORTH 89°48'06" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 938.70 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 29, AS SHOWN ON THEIR "INFORMATION MAP" DATED MAY 1991 (UNRECORDED) AND AVAILABLE AT 2721 SOUTH JENKINS ROAD, FT. PIERCE, FLORIDA 34961, SAID RIGHT-OF-WAY LINE BEING PARALLEL WITH AND 51.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 7; THENCE NORTH 00°17'48" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1278.84 FEET TO THE END OF SAID RIGHT-OF-WAY, AS SHOWN BY MAP AND TO THE SOUTHERLY END OF THE WEST RIGHT-OF-WAY LINE OF SAID CANAL NO. 29, AS DESCRIBED BY DEED RECORDED IN CHANCERY ORDER BOOK 3, PAGE 4, SAID LINE BEING 51.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO THE SAID EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7; THENCE NORTH 00°17'48" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 917.92 FEET; THENCE SOUTH 89°43'35" WEST, A DISTANCE

OF 610.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.405 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 3A (LYING IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18)

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH $89^{\circ}44'36''$ WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 18, A DISTANCE OF 2709.81 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 18; THENCE SOUTH $89^{\circ}48'06''$ WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 18, A DISTANCE OF 659.77 FEET TO THE WEST LINE OF THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 18; THENCE SOUTH $00^{\circ}08'55''$ WEST ALONG SAID WEST LINE, A DISTANCE OF 61.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF PETERSON ROAD (A 15.00 FOOT RIGHT-OF-WAY), AS DESCRIBED BY DEED RECORDED IN DEED BOOK 75, PAGE 531, PUBLIC RECORDS OF ST. LUCIE COUNTY, SAID LINE BEING PARALLEL WITH AND 61.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO THE SAID NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 18, AND SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING; THENCE SOUTH $00^{\circ}08'55''$ WEST ALONG SAID WEST LINE OF THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 18, A DISTANCE OF 2564.69 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 36, AS DESCRIBED BY DEED RECORDED IN DEED BOOK 41, PAGE 499, PUBLIC RECORDS OF ST. LUCIE COUNTY, SAID RIGHT-OF-WAY LINE BEING PARALLEL WITH AND 44.50 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 18; THENCE NORTH $89^{\circ}13'42''$ EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 576.35 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 29 (FIVE MILE CREEK) (A 128.00 FOOT RIGHT-OF-WAY) AS DESCRIBED BY DEED RECORDED IN DEED BOOK 41, PAGE 499, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY; THENCE TRAVERSING THE WESTERLY RIGHT-OF-WAY LINE OF SAID CANAL NO. 29 BY THE FOLLOWING FIVE (5) COURSES:

1. NORTH $12^{\circ}38'44''$ WEST, A DISTANCE OF 656.28 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 641.10 FEET;
2. NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $25^{\circ}59'05''$, AN ARC DISTANCE OF 290.75 FEET TO A POINT OF TANGENCY WITH A LINE
3. NORTH $13^{\circ}20'20''$ EAST ALONG SAID LINE, A DISTANCE OF 652.24 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 508.62 FEET;

4. NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $13^{\circ}05'42''$, AN ARC DISTANCE OF 116.25 FEET TO A POINT OF TANGENCY WITH A LINE

5. NORTH $00^{\circ}14'38''$ EAST ALONG SAID LINE, A DISTANCE OF 880.55 FEET TO THE SAID SOUTH RIGHT-OF-WAY LINE OF PETERSON ROAD.

THENCE DEPARTING SAID CANAL NO. 29 RIGHT-OF-WAY LINE, SOUTH $89^{\circ}48'06''$ WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 595.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.186 ACRES, MORE OR LESS.

TOGETHER WITH,

PARCEL 4A (LYING IN THE NORTH HALF (N 1/2) OF SECTION 18)

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH $01^{\circ}19'48''$ WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) SAID SECTION 18, A DISTANCE OF 1650.41 FEET TO THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 18; THENCE SOUTH $89^{\circ}25'25''$ WEST ALONG SAID NORTH LINE, A DISTANCE OF 25.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF HARTMAN ROAD, AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORD BOOK 71, PAGE 126, PUBLIC RECORDS OF ST. LUCIE COUNTY; THENCE NORTH $01^{\circ}19'48''$ EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 180.00 FEET TO A POINT IN THE NORTH LINE OF THAT PARCEL OF LAND OWNED BY ELMER O. SMITH AND DESCRIBED BY DEED RECORDED IN OFFICIAL RECORD BOOK 55, PAGE 366, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE OF HARTMAN ROAD, NORTH $01^{\circ}19'48''$ EAST, A DISTANCE OF 1409.53 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PETERSON ROAD (A 15.00 FOOT RIGHT-OF-WAY), AS DESCRIBED BY DEED RECORDED IN DEED BOOK 75, PAGE 531, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, SAID LINE BEING PARALLEL WITH AND 61.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 18; THENCE SOUTH $89^{\circ}44'36''$ WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2619.64 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 29 (FIVE MILE CREEK) (A 128.00 FOOT RIGHT-OF-WAY); THENCE TRAVERSING THE EASTERLY RIGHT-OF-WAY LINE OF SAID CANAL NO. 29, BY THE FOLLOWING FIVE (5) COURSES:

1. SOUTH $00^{\circ}14'38''$ WEST, A DISTANCE OF 881.60 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 636.62 FEET;

2. SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $13^{\circ}05'42''$, AN ARC DISTANCE OF 145.50 FEET TO A POINT OF TANGENCY WITH A LINE

3. SOUTH $13^{\circ}20'20''$ WEST ALONG SAID LINE, A DISTANCE OF 652.24 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 513.10 FEET;

4. SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $25^{\circ}59'05''$, AN ARC DISTANCE OF 232.70 FEET TO A POINT OF TANGENCY WITH A LINE

5. SOUTH $12^{\circ}38'44''$ EAST ALONG SAID LINE, A DISTANCE OF 679.62 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO.6, AS DESCRIBED BY DEED RECORDED IN DEED BOOK 41, PAGE 499, PUBLIC RECORDS OF ST. LUCIE COUNTY, SAID RIGHT-OF-WAY LINE BEING PARALLEL WITH AND 48.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 18; THENCE DEPARTING SAID CANAL NO. 29 RIGHT-OF-WAY LINE, NORTH $89^{\circ}13'42''$ EAST ALONG SAID CANAL NO. 6 NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1944.86 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 18; THENCE NORTH $01^{\circ}03'25''$ EAST ALONG SAID EAST LINE AND ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 18, A DISTANCE OF 944.35 FEET TO THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 18; THENCE NORTH $89^{\circ}25'25''$ EAST ALONG SAID NORTH LINE, A DISTANCE OF 494.66 FEET TO THE WEST LINE OF THE SAID ELMER O. SMITH PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 55, PAGE 366; THENCE NORTH $01^{\circ}19'48''$ EAST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 180.00 FEET TO THE NORTH LINE OF SAID PARCEL; THENCE NORTH $89^{\circ}25'25''$ EAST ALONG SAID NORTH LINE, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 140.574 ACRES, MORE OR LESS.

EXHIBIT "B"

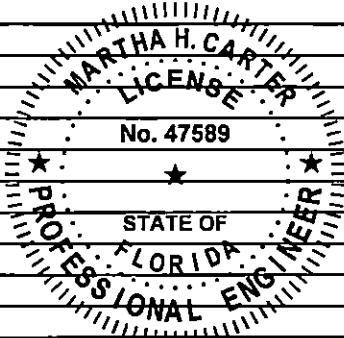
MICHAEL B. SCHORAH & ASSOCIATES, INC. 1850 FOREST HILL BLVD., SUITE 206 WEST PALM BEACH, FL 33406 (561) 968-0080 EB#2438		PROJECT: BENT CREEK PUD PARCEL B-2 JOB NO.: 1749 BY: AMG DATE: 11/26/2019 CHECKED BY: MHC SHEET NO: 1 OF 6 REVISED: 9/1/2020	
SUBJECT: OPINION OF COST - SUMMARY			
ITEM		TOTAL	
GENERAL CONDITIONS		\$253,500.00	
WATER		\$179,130.00	
SANITARY		\$327,496.00	
PAVING		\$786,123.75	
DRAINAGE		\$576,830.00	
LANDSCAPE		\$74,371.65	
IRRIGATION		\$40,000.00	
		TOTAL	
		\$2,237,451.40	
10% BOND CONTINGENCY		\$223,745.14	
BOND AMOUNT		\$2,461,196.54	
		THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY	
		MARTHA H. CARTER, P.E. ON THE DATE ADJACENT TO THE SEAL.	
		PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED	
		SIGNED AND SEALED AND SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.	
		Digitally signed by Martha H Carter	
		Date: 2020.09.01 08:43:06 -04'00'	
		Martha H. Carter, P.E.	
		Florida Registration No. 47589	
		Date:	

EXHIBIT "C"

BOND NO. 72BSBIJ1006

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Lennar Homes, LLC, as Principal, and Hartford Fire Insurance Company, a corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of Florida, as Surety, are held and firmly bound unto the City of Fort Pierce, as Obligee, in the sum of Two million four hundred sixty one thousand one hundred ninety six and 54/100 Dollars (\$2,461,196.54) lawful money of the United States, for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has applied for a plat with the Obligee, dated _____, in which said Principal agrees to perform or to construct certain designated public improvements, known as follows:


REQUIRED IMPROVEMENTS IN BENT CREEK TRACT B-2 / REPLAT

NOW, THEREFORE, if the said Principal shall well and truly perform the work in the manner specified therein and comply with the terms or conditions of the agreement, then this obligation shall be null and void; otherwise to remain in full force and effect.


No party other than the Obligee shall have any rights hereunder as against the Surety. The aggregate liability of the Surety on this bond obligation shall not exceed the penal sum set forth above for any reason whatsoever.

Signed, sealed and dated on September 16, 2020.

Lennar Homes, LLC, a Florida limited liability company

By: 
JEFF ALEXANDER, AUTHORIZED AGENT

Hartford Fire Insurance Company

By: 
My Hua, Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH RISK & INSURANCE SERVICES
Agency Code: 72-180287

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Brenda Wong of Los Angeles CA, My Hua, Mechelle Larkin, Kathy R. Mair of IRVINE, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of Signed and sealed at the City of Hartford.

SEP 16 2020



Kevin Heckman, Assistant Vice President