

RESOLUTION NO. 12-R06

A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR TRADITION PLAT NO. 19 REPLAT-REPLAT NO. 5 -TOWNPARK PHASE ONE (P11-149) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF MINTO TOWNPARK, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

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**WHEREAS**, the City of Port St. Lucie, Florida has been requested by Minto Townpark, LLC; to approve and accept the preliminary and final plat titled Tradition Plat No.19 Replat- Replat No.5 Townpark Phase One, within the City of Port St. Lucie, Florida; and

**WHEREAS**, the plat conforms to Section 156, Port St. Lucie City Code, and meets all state requirements for such plats; and

**WHEREAS**, there are no public roads, drainage, or utility facilities to be constructed within the platted area; and

**WHEREAS**, the Site Plan Review Committee, on November 23, 2011, recommended approval of the preliminary and final plat (P11-149); and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Port St. Lucie as follows:

Section 1. That the City Council hereby approves the preliminary and final plat titled Tradition Plat No.19 Replat Replat No.5 -Townpark Phase One (P11-149), within the City of Port St. Lucie, Florida, said plat being offered by Minto Townpark, LLC., as the owner and title holder of said property and as prepared by Michael B. Schorah & Associates, Inc.; as designated on the attached said plat.

Section 2. That the Mayor and City Clerk of the City of Port St. Lucie, Florida, are hereby authorized to countersign the said preliminary and final plat.

Section 3. This Resolution shall take effect immediately upon its adoption.

**RESOLUTION NO.12-R06**

**PASSED AND APPROVED** by the City Council of the City of Port St. Lucie, Florida, this  
9<sup>th</sup> day of January, 2012.

CITY COUNCIL  
CITY OF PORT ST. LUCIE

BY: \_\_\_\_\_  
JoAnn M. Faiella, Mayor

ATTEST:

\_\_\_\_\_  
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Roger G. Orr, City Attorney

CITY OF PORT ST. LUCIE, FL - CITY COUNCIL

AGENDA ITEM REQUEST

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MEETING:                    REGULAR  X                     SPECIAL    

DATE:                    JANUARY 9, 2012

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ORDINANCE      RESOLUTION  X  MOTION      PUBLIC HEARING    

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ITEM:                    PRELIMINARY AND FINAL PLAT APPLICATION (P11-149)  
                                 TRADITION PLAT NO.19 REPLAT-REPLAT NO.5

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RECOMMENDED ACTION:

The Site Plan Review Committee recommended approval of the preliminary and final plat on November 23, 2011.

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EXHIBITS:

- A. Resolution
- B. Staff Report
- C. Support Materials

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SUMMARY EXPLANATION/BACKGROUND INFORMATION:

The purpose is to replat portions of Blocks 4, and 5 to convert the existing 26, 100-foot wide lots into 48, 52-foot and 65-foot wide lots, allowing for the development of smaller single family lots. There will be additional 22 lots within these two blocks. The overall conceptual site plan had been amended to transfer these 22 lots from a future development phase of Town Park. There is no net gain or loss of total units for the overall Town Park development.

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IF PRESENTATION IS TO BE MADE, HOW MUCH TIME WILL BE REQUIRED?

None

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SUBMITTING DEPARTMENT: PLANNING and ZONING

DATE: 1/03/2012



# City of Port St. Lucie

## Planning and Zoning Department Memorandum

**TO:** CITY COUNCIL MEETING OF JANUARY 9, 2012

**FROM:** THRESIAMMA KURUVILLA, PLANNER *TK*

**RE:** PRELIMINARY AND FINAL PLAT APPLICATION  
TRADITION PLAT NO.19 REPLAT-REPLAT NO.5 (P11-149)

**DATE:** JANUARY 3, 2012

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**APPLICANT:** Tod Mowery of Cotleur & Hearing, Inc. Authorization letter is attached to the staff report.

**OWNER:** Minto Townpark, LLC.

**LOCATION:** The property is located in Townpark at Tradition at Springtree Terrace and Bennington Circle.

**LEGAL DESCRIPTION:** A parcel of land lying in Sections 16 and 17, Township 37 South, Range 39 East, St. Lucie County. Lots 33-43, Block 4 and Lots 13-27, Block 5, a portion of Tradition Plat No.19 Replat-Townpark Phase one.

**SIZE:** 10.43 acres (454,432 square feet)

**EXISTING ZONING:** Tradition MPUD (Master Planned Unit Development)

**EXISTING USE:** Vacant lots

**SURROUNDING USES:** North = MPUD (Master Planned Unit Development), single family residences; East = MPUD (Master Planned Unit Development), water management tract, single family residences and vacant land; South = MPUD (Master Planned Unit Development), vacant land; and West = MPUD (Master Planned Unit Development), water management tract.

**PROPOSED PROJECT:** The purpose is to replat portions of Blocks 4, and 5 to convert the existing 26, 100-foot wide lots into 48, 52-foot and 65-foot wide lots, allowing for the

development of smaller single family lots. There will be additional 22 lots within these two blocks. The overall conceptual site plan had been amended to transfer these 22 lots from a future development phase of Town Park. There is no net gain or loss of total units for the overall Town Park development.

**IMPACTS AND FINDINGS:**

The project has been reviewed for compliance with Chapter 160.01, City Code, regarding provision of adequate public facilities and documented as follows:

**Sewer/Water Service:** The City of Port St. Lucie is the water and sewer service provider. A developer's agreement with the City Utilities Department, that is consistent with the adopted level of service, is required prior to issuance of building permits.

**Transportation:** Traffic conditions within the Tradition Development of Regional Impact (DRI) are monitored through the biennial reports. The roads in Townpark Phase One have already been constructed. There is no change in the road geometry or right of way tracts. The proposed replat will not adversely impact traffic.

**Parks/Open Space:** Phase One of the Townpark development includes a 5.3 acre private recreation tract. In addition, the City purchased 110.383 acres of property from Tradition Development Company, LLC to be used as a regional park.

**Storm Water:** A paving and drainage plan that is in compliance with the adopted level of service standard is required prior to issuance of a building permit.

**Solid Waste:** Solid waste impacts are to be measured and planned based on population projections on an annual basis. There is adequate capacity available.

**Fire District:** The access location (external and internal) has been approved by the Fire District for safety purposes.

**Environmental:** The property has been cleared, and the subdivision has been developed in accordance with the environmental conditions of the Tradition DRI Development Order.

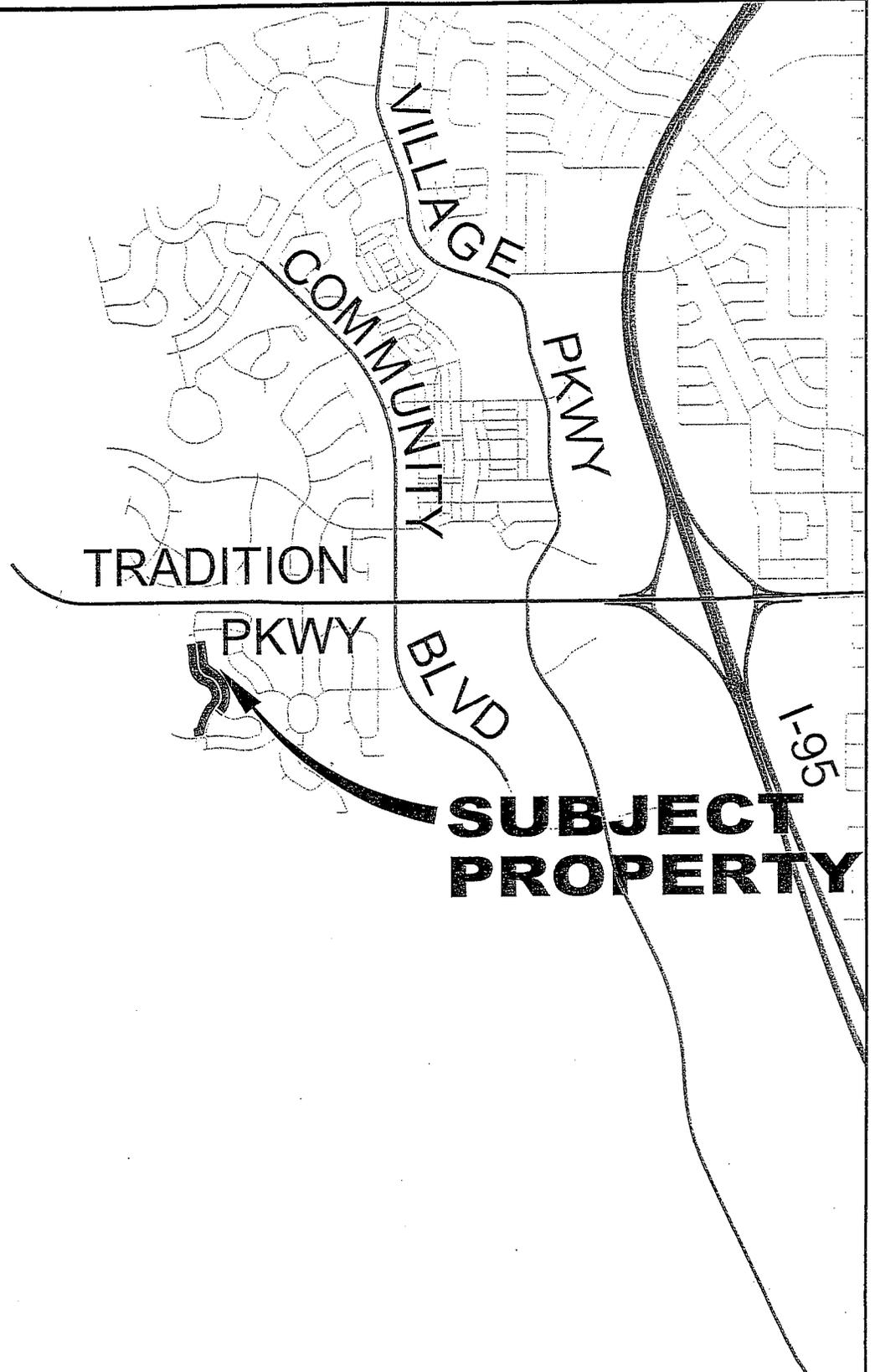
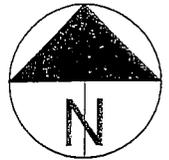
**School Concurrency:** The overall conceptual site plan has been amended to transfer these lots into a future development phase of Townpark. The School Board has stated in their emails that, since the overall numbers for the project do not change, the school board does not have any concerns regarding school concurrency. (See attached email).

**Other:** The proposed replat is consistent with the requirements of the Tradition DRI. The Site Plan Review Committee recommended approval of the preliminary and final plat on November 23, 2011. The City's surveyor, Legal department and GIS department has reviewed and approved this replat. The conceptual site plan amendment as per (P11-143) was approved administratively by the Site Plan Review Committee on November 9, 2011.

**STAFF RECOMMENDATION:**

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the approved zoning, policies of the City's Comprehensive Plan, City's Subdivision Code, and recommends approval.

# SITE LOCATION



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

Prepared by:  
M.I.S. DEPARTMENT

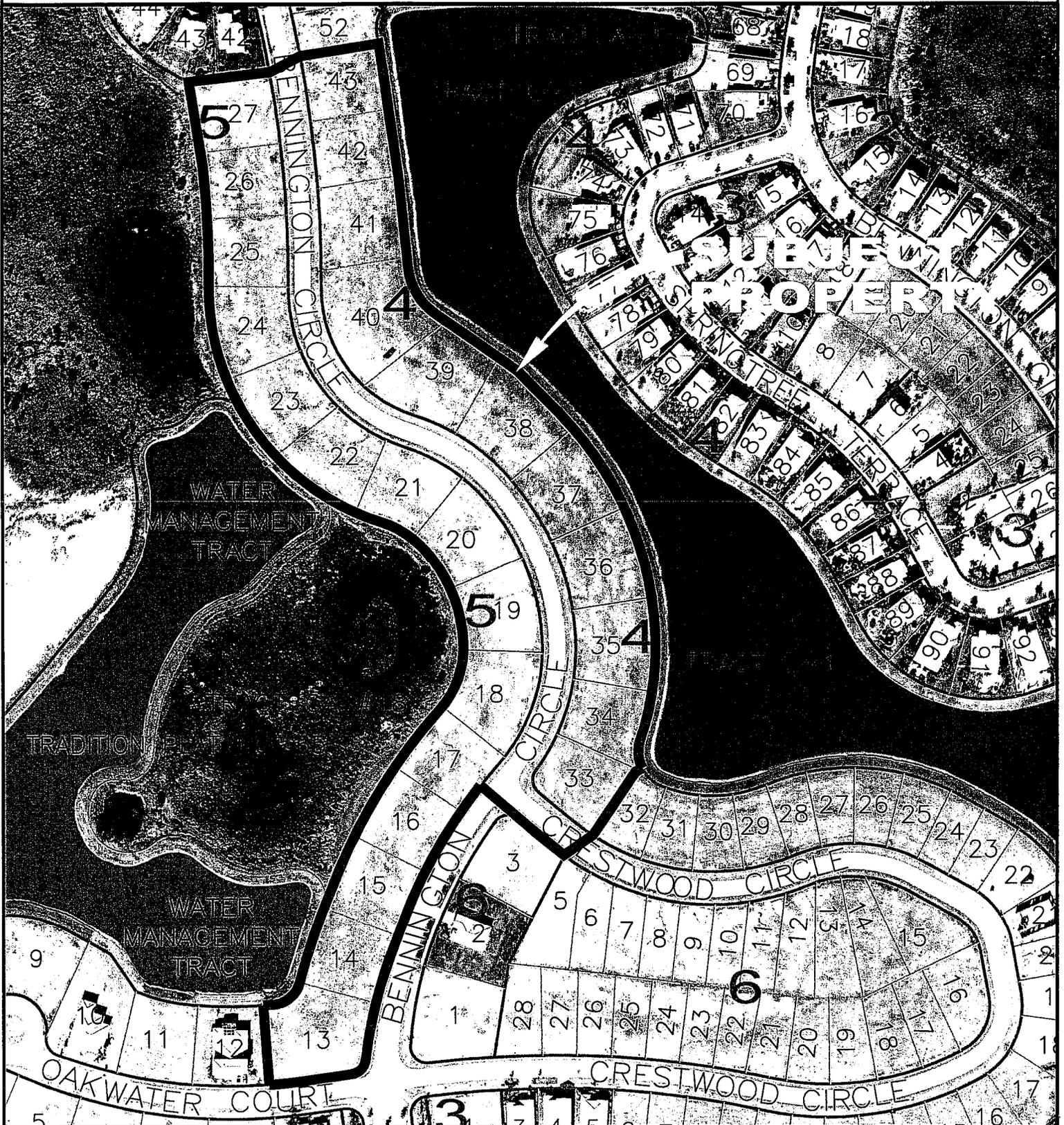
PZ2011.DWG

SUBDIVISION PLAT  
TRADITION PLAT NO. 19  
REPLAT NO. 5

DATE: 11/7/2011
APPLICATION NUMBER: P11-149
CADD FILE NAME: P11-149L
SCALE: 1" = .5 MI



# SITE LOCATION



CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPT.

Prepared by:  
M.I.S. DEPARTMENT

PZ2011.DWG

SUBDIVISION PLAT  
TRADITION PLAT NO. 19  
REPLAT NO. 5  
AERIAL DEC 2010

DATE: 11/7/2011

APPLICATION NUMBER:  
P11-149

CADD FILE NAME:  
P11-149A

SCALE: 1"=200'



**SUBDIVISION PLAT APPLICATIO**

**ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED**

CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPARTMENT  
(772)871-5212 FAX: (772)871-5124

P&Z File No. P11-149  
Fee (Nonrefundable) \$ 3,535.00  
Receipt # 11395

PROJECT NAME: Tradition Plat no. 19, Replat No. 5

LEGAL DESCRIPTION: See Attached

LOCATION OF PROJECT SITE: In Tradition MPUD along Bennington Circle

PROPERTY TAX I.D. NUMBER: See Attached

CIRCLE ONE: PRELIMINARY      FINAL      PRELIMINARY & FINAL

PROPOSED USE: Replat lots within Block 4 & 5 to reduce the lot width of 27 of the 100' lots (increase of 22 lots in Blocks 4 & 5)

GROSS SQ. FT. OF STRUCTURE(S): Not Applicable

NUMBER OF DWELLING UNITS & DENSITY FOR MULTI-FAMILY PROJECTS: Not Applicable

UTILITIES & SUPPLIER: PSLUSD

GROSS ACREAGE & SQ. FT. OF SITE: 10.43 acres (454,432 s.f.)

FUTURE LAND USE DESIGNATION: NCD      ZONING DISTRICT: MPUD

OWNER(S) OF PROPERTY:  
NAME, ADDRESS, TELEPHONE & FAX NO. Minto Townpark, LLC (see attached proof of ownership)  
4400 W. Sample Rd., STE 200, Coconut Creek, FL 33073  
954.973.4490 / 954.978.5330 f

APPLICANT OR AGENT OF OWNER:  
NAME, ADDRESS, TELEPHONE & FAX NO. Jessica Dunstan, Cotleur & Hearing, Inc. (agent)  
1934 Commerce Lane, Jupiter, FL 33458  
561.747.6336 ext. 109 / 561.747.1934 f.

PROJECT ARCHITECT/ENGINEER:  
(FIRM, ENGINEER OF RECORD) 1850 Forest Hill Boulevard, Suite 206  
West Palm Beach, Florida 33406  
561.968.0080 / 561.642.9726 f.

FLORIDA REGISTRATION NO., CONTACT PERSON, ADDRESS, PHONE & FAX No.)

- I HEREBY AUTHORIZE THE ABOVE LISTED AGENT TO REPRESENT ME. I GRANT THE PLANNING DEPARTMENT PERMISSION TO ACCESS THE PROPERTY FOR INSPECTION.

- I FULLY UNDERSTAND THAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND THE COMMENCEMENT OF ANY DEVELOPMENT ALL PLANS AND DETAIL PLANS MUST BE REVIEWED AND APPROVED BY THE CITY PURSUANT TO SUBDIVISION REGULATIONS CHAPTER 156.

**NOTE:** Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

[Signature]  
OWNER'S SIGNATURE

Jessica Dunstan  
HAND PRINT NAME

Agent  
TITLE

11-1-11  
DATE

## LEGAL DESCRIPTION.

A PARCEL OF LAND BEING A PORTION OF SECTIONS 16 AND 17, TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING ALL OF LOTS 33 THROUGH 43, BLOCK 4; ALL OF LOTS 13 THROUGH 27, BLOCK 5; AND A PORTION OF TRACT "PA", TRADITION PLAT NO. 19 REPLAT - TOWNPARK PHASE ONE, AS RECORDED IN PLAT BOOK 59, PAGES 5 THROUGH 8 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 52, BLOCK 4; THENCE SOUTH 08°35'48" EAST, A DISTANCE OF 195.00 FEET; THENCE SOUTH 06°09'20" EAST, A DISTANCE OF 145.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°11'31", A DISTANCE OF 85.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 55°20'51" EAST, A DISTANCE OF 148.84 FEET; THENCE SOUTH 44°21'12" EAST, A DISTANCE OF 89.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 440.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°55'26", A DISTANCE OF 30.13 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 520.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°21'12", A DISTANCE OF 339.01 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 435.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°01'34" A DISTANCE OF 167.23 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°17'19", A DISTANCE OF 44.43 FEET TO A POINT OF NON-TANGENCY (THE PRECEDING NINE [9] COURSES BEING COINCIDENT WITH THE WESTERLY LINE OF TRACT "L-1" (LAKE) AS SHOWN ON TRADITION PLAT NO. 19 - TOWNPARK PHASE ONE, AS RECORDED IN PLAT BOOK 47, PAGES 32 THROUGH 64 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING THE EASTERLY PROPERTY LINE OF SAID TRADITION PLAT NO. 19 REPLAT - TOWNPARK PHASE ONE; THENCE CONTINUE ALONG SAID EASTERLY PROPERTY LINE FOR THE FOLLOWING THREE [3] COURSES: SOUTH 62°39'40" WEST, A DISTANCE OF 11.64 FEET; SOUTH 33°46'37" WEST, A DISTANCE OF 115.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CRESTWOOD CIRCLE (TRACT "PA") AS SHOWN ON TRADITION PLAT NO. 19 - TOWNPARK PHASE ONE AND TRADITION PLAT NO. 19 REPLAT - TOWNPARK PHASE ONE; AND SOUTH 55°22'10" WEST, A DISTANCE OF 53.21 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID CRESTWOOD CIRCLE (TRACT "PA") AS SHOWN ON TRADITION PLAT NO. 19 - TOWNPARK PHASE ONE AND TRADITION PLAT NO. 19 REPLAT - TOWNPARK PHASE ONE; THENCE NORTH 50°00'17" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF CRESTWOOD CIRCLE (TRACT "PA") AND ITS WESTERLY EXTENSION, A DISTANCE OF 143.95 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BENNINGTON CIRCLE (TRACT "PA") AS SHOWN ON SAID TRADITION PLAT NO. 19 - TOWNPARK PHASE ONE AND TRADITION PLAT NO. 19 REPLAT - TOWNPARK PHASE ONE, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 775.00 FEET, AND WHOSE CHORD BEARS SOUTH 29°32'32" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°12'32", A DISTANCE OF 232.77 FEET TO A POINT OF TANGENCY; THENCE SOUTH 20°56'16" WEST, A DISTANCE OF 53.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 688.15 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°02'37", A DISTANCE OF 168.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 74°33'10", A DISTANCE OF 32.53 FEET TO A POINT OF TANGENCY (THE PRECEDING FOUR [4] COURSES BEING COINCIDENT WITH SAID WESTERLY RIGHT-OF-WAY LINE OF BENNINGTON CIRCLE); SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF OAKWATER COURT (TRACT "PA") AS SHOWN ON SAID TRADITION PLAT NO. 19 - TOWNPARK PHASE ONE AND TRADITION PLAT NO. 19 REPLAT - TOWNPARK PHASE ONE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF OAKWATER COURT FOR THE FOLLOWING TWO [2] COURSES: SOUTH 81°26'48" WEST, A DISTANCE OF 71.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 745.00 FEET, A CENTRAL ANGLE OF 04°15'23" AND A DISTANCE OF 55.55 FEET TO A POINT ON THE EAST LINE OF LOT 12, BLOCK 5, AS SHOWN ON SAID PLAT OF TRADITION PLAT NO. 19 REPLAT - TOWNPARK PHASE ONE; THENCE NORTH 04°17'49" WEST ALONG SAID EAST LINE OF LOT 12, A DISTANCE OF 120.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 12, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 625.00 FEET AND WHOSE CHORD BEARS NORTH 84°56'46" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°30'51", A DISTANCE OF 16.52 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 45.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°48'29", A DISTANCE OF 54.83 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 794.23 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°33'25", A DISTANCE OF 90.89 FEET TO A POINT OF TANGENCY; THENCE NORTH 20°56'16" EAST, A DISTANCE OF 56.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 895.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°31'54", A DISTANCE OF 320.72 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 145.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°32'44", A DISTANCE OF 112.73 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 230.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°21'12", A DISTANCE OF 149.95 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°17'44", A DISTANCE OF 84.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 370.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 73°10'57", A DISTANCE OF 472.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1605.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°26'20", A DISTANCE OF 180.37 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 09°16'53" WEST, A DISTANCE OF 130.08 FEET (THE PRECEDING ELEVEN [11] COURSES BEING COINCIDENT WITH THE WESTERLY BOUNDARY OF SAID PLAT OF TRADITION PLAT NO. 19 REPLAT-TOWNPARK PHASE ONE, ALSO BEING THE REAR PROPERTY LINE OF SAID LOTS 43 THROUGH 27, BLOCK 5, TO A POINT ON THE NORTH LINE OF SAID LOT 27, BLOCK 5, BEING THE SOUTH LINE OF LOTS 42 AND 43, BLOCK 5, AS SHOWN ON SAID TRADITION PLAT NO. 19 - TOWNPARK PHASE ONE; THENCE NORTH 82°51'31" EAST ALONG SAID NORTH LINE OF LOT 27, BLOCK 5, AND SAID SOUTH LINE OF LOTS 42 AND 43, BLOCK 5, A DISTANCE OF 122.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BENNINGTON CIRCLE (TRACT "PA") AS SHOWN ON SAID TRADITION PLAT NO. 19 - TOWNPARK PHASE ONE AND TRADITION PLAT NO. 19 REPLAT - TOWNPARK PHASE ONE; THENCE NORTH 62°39'02" EAST ALONG THE NORTH LINE OF SAID PLAT OF TRADITION PLAT NO. 19 REPLAT - TOWNPARK PHASE ONE, A DISTANCE OF 52.21 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BENNINGTON CIRCLE (TRACT "PA"), BEING A POINT ON THE NORTH LINE OF LOT 43, BLOCK 4, TRADITION PLAT NO. 19 REPLAT - TOWNPARK PHASE ONE, ALSO BEING THE SOUTH LINE OF LOT 52, BLOCK 4, TRADITION PLAT NO. 19 - TOWNPARK PHASE ONE; THENCE NORTH 81°24'12" EAST ALONG SAID NORTH LINE OF LOT 43, BLOCK 4, TRADITION PLAT NO. 19 REPLAT - TOWNPARK PHASE ONE AND SAID SOUTH LINE OF LOT 52, BLOCK 4, A DISTANCE OF 120.82 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 10.43 ACRES (454432 SQUARE FEET), MORE OR LESS.

**Tradition Plat no. 19, replat #5**  
**Property Tax I.D. Numbers**

**Parcel IDs**

4316-600-0005-000-9  
4316-600-0006-000-6  
4316-600-0007-000-3  
4316-600-0008-000-0  
4316-600-0009-000-7  
4316-600-0010-000-7  
4316-600-0011-000-4  
4316-600-0012-000-1  
4316-600-0013-000-8  
4316-600-0014-000-5  
4316-600-0015-000-2  
4316-600-0028-000-6  
4316-600-0029-000-3  
4316-600-0030-000-3  
4316-600-0040-000-6  
4316-600-0041-000-3  
4316-600-0042-000-0  
4316-600-0039-000-6  
4316-600-0031-000-0  
4316-600-0032-000-7  
4316-600-0033-000-4  
4316-600-0034-000-1  
4316-600-0035-000-8  
4316-600-0036-000-5  
4316-600-0038-000-9  
4316-600-0037-000-2

DEED AND CORPORATION DOCUMENTS FOR THE TOWNPARK AT TRADITION

The following explanation has been prepared in order to assist the review of the documents attached herein which ultimately show that Minto Townpark, LLC is the legal entity with ownership of the subject property.

1. Owner by deed: Horizons Acquisition 1, LLC
2. Articles of Merger showing Horizons Acquisition 1, LLC being merged with and into Minto Townpark, Inc.
3. Articles of Merger showing Minto Townpark, Inc. being merged with and into Minto Townpark, LLC.

1

Return to: Founders Title  
5100 West Copans Road  
Suite 600  
Margate, Florida 33063

This instrument prepared by:  
Barry E. Somerstein, Esq.  
Ruden, McClosky, Smith,  
Schnster & Russell, P.A.  
P.O. Box 1900  
Fort Lauderdale, FL 33302

3065

**COPY**

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made this 26 day of December, 2004, between HORIZONS ST. LUCIE DEVELOPMENT, LLC, a Florida limited liability company, having an address at 1850 Fountainview Boulevard, Suite 201, Port St. Lucie, Florida 34986 (hereinafter called the "Grantor"), and HORIZONS ACQUISITION 1, LLC, a Florida limited liability company, having an office at 1850 Fountainview Boulevard, Suite 201, Port St. Lucie, Florida 34986 (hereinafter called the "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property" or "Lots" or individually "Lot").

SUBJECT TO:

- (a) Taxes and assessments for the year 2005 and subsequent years.
- (b) Special assessment liens imposed by the Westchester Community Development Districts 1 and 6.
- (c) Zoning restrictions and prohibitions imposed by governmental authority.
- (d) Restrictions, agreements, covenants, conditions, reservations, dedications and easements of record, but this provision shall not operate to reimpose the same.
- (e) All matters that an accurate survey may reveal.
- (f) Community Charter for Tradition recorded in Official Records Book 1700, Page 868 of the Public Records of St. Lucie County, Florida, as amended (collectively "Master Declaration").

FTL:1538445:3

**COPY**

(g) Those matters described in Exhibit "B" attached hereto and made a part hereof

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through and under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

HORIZONS ST. LUCIE DEVELOPMENT LLC, a Florida limited liability company

Jean E. Sakowski

Signature

Jean E Sakowski

Printed Name

Alan E. Mauldin

Signature

Alan E. Mauldin

Printed Name

By: [Signature]  
Name: James H. Anderson  
Title: SVP

COPY

COPY

COPY

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

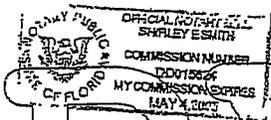
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Jane H. Anderson, the Scholar of HORIZONS ST. LUCIE DEVELOPMENT, LLC, a Florida limited liability company, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said entity. He is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of December, 2004.

Shirley E. Smith  
Notary Public

Shirley E. Smith  
Typed, printed or stamped name of Notary Public

My Commission Expires:



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EXHIBIT "A"

A portion of Sections 16 and 17, Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

COMMENCING at the intersection of the centerline of Gatlin Boulevard (also being the North line of Section 15, Township 37 South, Range 39 East) with the Westerly limits of those lands described in an Order of Taking, dated July 24, 1979 and recorded in Official Records Book 311, at Pages 2946 through 2952, inclusive, of the Public Records of said St. Lucie County, and as shown on the Florida Department of Transportation Right-of-Way maps for State Road No. 9 (I-95), Section 94001-2412, dated 6/2/77, with last revision dated 9/11/79; Thence South  $89^{\circ}57'05''$  West along the Westerly extension of said Gatlin Boulevard, for 3,115.39 feet; Thence South  $09^{\circ}47'04''$  East, for 131.46 feet to the POINT OF BEGINNING, said point being at the beginning of a curve concave to the Northeast, said curve having a radius of 300.00 feet, a central angle of  $35^{\circ}09'06''$ , and from said point a radial line bears North  $70^{\circ}28'47''$  East; Thence Southeasterly along said curve for 184.05 feet to a point of reverse curvature with a curve concave to the Southwest, said curve having a radius of 175.00 feet and a central angle of  $54^{\circ}37'24''$ ; Thence Southeasterly along said curve for 166.84 feet to a point of tangency; Thence South  $00^{\circ}02'55''$  East, for 3,289.95 feet, the following course being along the boundary of GROVES PROPERTY, Tract 1, described in EXHIBIT "A" recorded in Official Records Book 1088, Page 1068 of the Public Records of said St. Lucie County; Thence North  $89^{\circ}50'39''$  West, for 1,954.52 feet; Thence North  $00^{\circ}28'52''$  East, for 169.61 feet; Thence North  $59^{\circ}58'22''$  West, for 54.90 feet to a point at the beginning of a non-tangent curve, concave to the southwest, said curve having a radius of 56.00 feet, a central angle of  $115^{\circ}25'51''$  and from said point a radial line bears North  $64^{\circ}24'48''$  West; Thence northerly and westerly along said curve for 112.82 feet to the point of tangency; Thence North  $89^{\circ}50'39''$  West, for 36.80 feet to a point of curvature with a curve concave to the northeast, said curve having a radius of 25.00 feet and a central angle of  $86^{\circ}09'31''$ ; Thence northwesterly along said curve for 37.59 feet to a point of reverse curvature with a curve concave to the west, said curve having a radius of 200.00 feet and a central angle of  $31^{\circ}44'08''$ ; Thence northwesterly along said curve for 110.78 feet to a point of reverse curvature with a curve concave to the northeast, said curve having a radius of 475.00 feet and a central angle of  $12^{\circ}06'33''$ ; Thence northwesterly along said curve for 100.39 feet; Thence North  $66^{\circ}41'47''$  East, for 129.61 feet to a point at the beginning of a non-tangent curve, concave to the northeast, said curve having a radius of 55.00 feet, a central angle of  $46^{\circ}08'57''$  and from said point a radial line bears North  $27^{\circ}07'59''$  East; Thence northwesterly along said curve for 44.30 feet to a point of compound curvature with a curve concave to the east, said curve having a radius of 360.00 feet and a central angle of  $16^{\circ}43'04''$ ; Thence northerly along said curve for 105.04 feet to the point of tangency; Thence North, for 299.19 feet to a point of curvature with a curve concave to the southwest, said curve having a radius of 220.00 feet and a central angle of  $55^{\circ}23'44''$ ; Thence northwesterly along said curve for 212.70 feet to a point of reverse curvature with a curve concave to the east, said curve having a radius of 45.00 feet and a central angle of  $129^{\circ}05'28''$ ; Thence northerly and easterly along said curve for 101.39 feet; Thence North  $16^{\circ}18'16''$  West, for 10.00 feet to a point at the beginning of a non-tangent curve, concave to the north, said curve having a radius of 690.00 feet, a central angle of  $28^{\circ}34'34''$  and from said point a radial line bears North  $16^{\circ}18'16''$  West; Thence westerly along said curve for 344.14 feet to a point of reverse curvature with a curve concave to the south, said curve having a radius of 1,260.00 feet and a central angle of  $10^{\circ}19'57''$ ; Thence westerly along said curve for 227.22 feet; Thence South  $00^{\circ}34'29''$  West, for 65.00 feet;

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Thence North  $89^{\circ}25'31''$  West, for 45.00 feet; Thence North  $00^{\circ}34'29''$  East, for 55.27 feet to a point at the beginning of a non-tangent curve, concave to the south, said curve having a radius of 1,260.00 feet, a central angle of  $12^{\circ}14'28''$  and from said point a radial line bears South  $00^{\circ}06'26''$  East; Thence westerly along said curve for 269.20 feet; Thence North  $22^{\circ}57'47''$  West, for 81.51 feet to a point at the beginning of a non-tangent curve, concave to the north, said curve having a radius of 940.00 feet, a central angle of  $32^{\circ}01'38''$  and from said point a radial line bears North  $11^{\circ}26'00''$  West; Thence westerly along said curve for 525.44 feet to a point of compound curvature with a curve concave to the northeast, said curve having a radius of 1,368.00 feet and a central angle of  $11^{\circ}16'00''$ ; Thence northwesterly along said curve for 267.43 feet; Thence North  $31^{\circ}51'39''$  East, for 10.00 feet to a point at the beginning of a non-tangent curve, concave to the northwest, said curve having a radius of 40.00 feet, a central angle of  $137^{\circ}50'10''$  and from said point a radial line bears North  $31^{\circ}51'39''$  East; Thence easterly and northerly along said curve for 96.23 feet to a point of reverse curvature with a curve concave to the southeast, said curve having a radius of 176.00 feet and a central angle of  $135^{\circ}54'55''$ ; Thence northerly and easterly along said curve for 417.50 feet to the point of tangency; Thence South  $60^{\circ}03'35''$  East, for 74.12 feet; Thence South  $34^{\circ}31'25''$  East, for 68.81 feet to a point at the beginning of a non-tangent curve, concave to the north, said curve having a radius of 300.00 feet, a central angle of  $16^{\circ}38'01''$  and from said point a radial line bears North  $22^{\circ}12'54''$  East; Thence easterly along said curve for 87.09 feet to a point of compound curvature with a curve concave to the north, said curve having a radius of 625.00 feet and a central angle of  $11^{\circ}23'34''$ ; Thence easterly along said curve for 124.28 feet to a point of compound curvature with a curve concave to the northwest, said curve having a radius of 45.00 feet and a central angle of  $69^{\circ}48'29''$ ; Thence northeasterly along said curve for 54.83 feet to a point of reverse curvature with a curve concave to the east, said curve having a radius of 794.23 feet and a central angle of  $06^{\circ}33'25''$ ; Thence northerly along said curve for 90.89 feet to the point of tangency; Thence North  $20^{\circ}56'16''$  East, for 56.99 feet to a point of curvature with a curve concave to the southeast, said curve having a radius of 895.00 feet and a central angle of  $20^{\circ}31'54''$ ; Thence northeasterly along said curve for 320.72 feet to a point of reverse curvature with a curve concave to the west, said curve having a radius of 145.00 feet and a central angle of  $44^{\circ}32'44''$ ; Thence northerly along said curve for 112.73 feet to a point of compound curvature with a curve concave to the west, said curve having a radius of 230.00 feet and a central angle of  $37^{\circ}21'12''$ ; Thence northwesterly along said curve for 149.95 feet to a point of compound curvature with a curve concave to the southwest, said curve having a radius of 150.00 feet and a central angle of  $32^{\circ}17'44''$ ; Thence northwesterly along said curve for 84.55 feet to a point of reverse curvature with a curve concave to the northeast, said curve having a radius of 370.00 feet and a central angle of  $73^{\circ}10'57''$ ; Thence northwesterly along said curve for 472.59 feet to a point of reverse curvature with a curve concave to the west, said curve having a radius of 1,605.00 feet and a central angle of  $06^{\circ}26'20''$ ; Thence northerly along said curve for 180.37 feet; Thence North  $09^{\circ}16'53''$  West, for 130.08 feet; Thence North  $59^{\circ}52'39''$  West, for 59.09 feet to a point of curvature with a curve concave to the east, said curve having a radius of 171.00 feet and a central angle of  $96^{\circ}48'01''$ ; Thence northerly along said curve for 288.90 feet to a point of tangency; Thence North  $36^{\circ}55'22''$  East, for 106.66 feet to a point of curvature with a curve concave to the west, said curve having a radius of 100.00 feet and a central angle of  $36^{\circ}58'17''$ ; Thence northerly along said curve for 64.53 feet to a point of tangency; Thence North  $00^{\circ}02'55''$  West, for 107.33 feet; Thence North  $89^{\circ}57'05''$  East, for 130.02 feet to a point at the beginning of a non-tangent curve, concave to the southeast, said curve having a radius of 100.00 feet, a central angle of  $87^{\circ}59'40''$  and from said point a radial line bears South  $58^{\circ}02'35''$  East; Thence northeasterly along said curve for 101.22 feet; Thence North  $00^{\circ}02'55''$  West, for 50.00 feet; Thence North  $89^{\circ}57'05''$  East, along a line

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30.00 feet Southerly from and parallel with said Westerly extension of Gatlin Boulevard, for 995.03 feet to a point of curvature with a curve concave to the South, said curve having a radius of 1,500.00 feet and a central angle of  $12^{\circ}06'05''$ ; Thence Easterly along said curve for 316.82 feet to a point of reverse curvature with a curve concave to the North, said curve having a radius of 1,650.00 feet and a central angle of  $12^{\circ}06'05''$ ; Thence Easterly along said curve for 348.50 feet to the point of tangency; Thence North  $89^{\circ}57'05''$  East, along a line 100.00 feet Southerly from and parallel with said Westerly extension of Gatlin Boulevard, for 1,329.14 feet to the POINT OF BEGINNING.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

Said lands lying and situate in the City of Fort St. Lucie, St. Lucie County, Florida, and containing 10,440,197 square feet (239,674 acres), more or less.

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EXHIBIT "B"

The following restrictions, covenants and provisions shall be deemed a part of the conveyance described in the Special Warranty Deed to which these Deed Restrictions are attached and shall be deemed covenants running with the land applicable to the property described in such Special Warranty Deed ("Property") and shall be binding upon the owner of the Property and its successors and assigns, to wit:

1. In order to assure uniformity and compatibility of the development within the Community known as "Tradition" ("Project") Grantee acknowledges and agrees that (a) for a period of twenty (20) years from the date hereof, Grantee's use of the Property ("Proposed Use") shall be restricted to a maximum of 554 single family homes, together with community and recreational amenities for such homes, entranceway(s), landscaped areas, mitigation areas and related amenities, all in accordance with the architectural exterior elevations, site plans, signage (temporary and/or permanent), utility plans, drainage plans and landscaping plans for the development and construction of the Property, whether conceptual, preliminary, proposed or final and all modifications, alterations and additions thereto approved by Seller and the Tradition Community Association, Inc. ("Approved Plans").
2. For a period of twenty (20) years from the date hereof, the use of the Property shall be restricted to the Proposed Use and the Property will not be rezoned to a zoning category other than that which currently exists for the Property, except with Grantor's written consent (which may be arbitrarily withheld).
3. Grantor reserves all rights with respect to the name "Tradition" created in connection therewith; provided, however, that Grantee shall have the right to continue to use "at Tradition," or "of Tradition" as part of the name of the Grantee development. Except as set forth above, Grantee shall have no right whatsoever to use any of such names in connection with any of the Project or in any advertising or promotional materials or in any other manner without the prior written consent of Grantor. The Grantee acknowledges that the Property shall be located within the Project and that neighborhoods within such Project shall be assigned with different names. Grantee acknowledges that the Property shall be located within a separate neighborhood which shall be known under the name of "TownPark at Tradition".
4. Grantee acknowledges that Grantor, or at Grantor's option, the Association, shall have the exclusive right to franchise, establish or enter into a contract for providing cable, gas, internet, telephone and other telecommunication services (or any portion of such services) to all or any part of the Project upon terms and conditions as Grantor (or the Association, as applicable) may deem appropriate, provided that such service is competitive with that otherwise available in the marketplace generally, recognizing that such service may not be the lowest rate charged, but will be competitive with the pricing for similar services in the St. Lucie area. Grantee agrees to comply with the terms of any agreement between Grantor (or the Association) and any provider of service and Grantee agrees to execute any documents and grant any easements in connection with such systems or services requested by Grantor or the Association or the provider of any of such service as may be reasonably necessary to

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install, construct or maintain any of the respective systems, so long as same do not prevent the development or use of the Lots in the manner when compared to other single family detached homes within the Project. Additionally, Grantee shall fully cooperate with the provider of such services with respect to the installation of any wiring, equipment or other apparatus or device required by said provider to be placed on the Property and the improvements thereon.

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ARTICLES OF MERGER  
OF  
HORIZONS ACQUISITION 1, LLC,  
a Florida Limited Liability Company  
WITH AND INTO  
MINTO TOWNPARK, INC.,  
a Florida Corporation

Pursuant to the provisions of Sections, 607.1109, 608.4382 and/or 620.203 of the Florida Statutes, HORIZONS ACQUISITION 1, LLC, a Florida limited liability company, and MINTO TOWNPARK, INC., a Florida corporation, do hereby adopt the following Articles of Merger:

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Horizons Acquisition 1, LLC 1750 East Sunshine Boulevard Fort Lauderdale, FL 33304	Florida	LLC
Florida Document/Registration Number: L02000016100		FBI Number: 01-0733700
Minto TownPark, Inc. 4400 W. Sample Road, Suite 200 Coconut Creek, FL 33073	Florida	Corporation
Florida Document/Registration Number: P03000154554		FBI Number: 77-0616601

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Minto TownPark, Inc. 4400 W. Sample Road, Suite 200 Coconut Creek, FL 33073	Florida	Corporation
Florida Document/Registration Number: P03000154554		FBI Number: 77-0616601

THIRD: The attached Plan of Merger meets the requirements of Section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

**FOURTH:** If applicable, the attached Plan of Merger was approved by the other business entities that are parties to the merger in accordance with the respective laws of all applicable jurisdictions.

**FIFTH:** If not incorporated, organized, or otherwise formed under the laws of the State of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners and/or members of each domestic corporation, partnership limited partnership and/or limited liability company that is a party to the merger.

**SIXTH:** If not incorporated, organized, or otherwise formed under the laws of the State of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.13.02, 620.205, and/or 608.4384, Florida Statutes.

**SEVENTH:** If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

**EIGHTH:** The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

**NINTH:** The merger shall become effective as of:

The date the Articles of Merger are filed with the Florida Department of State.

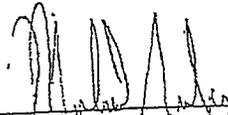
**TENTH:** The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

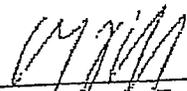
**ELEVENTH:** Signature(s) for each Party:

*[SIGNATURES TO THIS AGREEMENT ARE CONTINUED ON THE FOLLOWING PAGE]*

MERGING ENTITY:

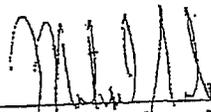
HORIZONS ACQUISITION 1, LLC, a Florida  
limited liability company

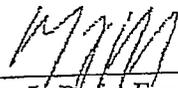
By:   
Michael Greenberg, President.

By:   
Harry L. Posin, Executive Vice President

SURVIVING ENTITY:

MINTO TOWNPARK, INC., a Florida  
corporation

By:   
Michael Greenberg, President

By:   
Harry L. Posin, Executive Vice President

## PLAN OF MERGER

This Plan of Merger (this "Plan") is adopted and approved as of March 25, 2005 between HORIZONS ACQUISITION 1, LLC, a Florida limited liability company (sometimes hereinafter defined as the "Merging Entity"), and MINTO TOWNPARK, INC., a Florida corporation (sometimes hereinafter defined as the "Surviving Entity").

### RECITALS

The sole member of the Merging Entity and the board of directors and sole shareholder of the Surviving Entity have determined that it is advisable and in the best interests of each such entity and its respective shareholder, directors and member that the Merging Entity be merged with and into the Surviving Entity (the "Merger") on the terms and subject to the conditions set forth herein.

### ARTICLE I

#### The Merger

At the Effective Time (as defined in Article VI hereof), the Merging Entity shall be merged with and into the Surviving Entity in accordance with the Florida Business Corporation Act, as amended, and the Florida Limited Liability Company Act, as amended, and the separate existence of the Merging Entity shall cease and the Surviving Entity shall thereafter continue as the surviving entity under the laws of the State of Florida.

### ARTICLE II

#### The Surviving Company

At the Effective Time, the Articles of Incorporation of the Surviving Entity ("Articles of Incorporation"), as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Entity.

At the Effective Time, the Bylaws of the Surviving Entity ("Bylaws"), shall be the Bylaws of the Surviving Entity, until thereafter altered, amended or repealed in accordance with applicable laws and the Articles of Incorporation and Bylaws of the Surviving Entity.

At the Effective Time, the officers of the Surviving Entity shall be the officers of the Surviving Entity until their successors are appointed and have been qualified.

### ARTICLE III

#### Manner and Basis of Converting Membership Interests

At the Effective Time, (i) all of the membership interest of the Merging Entity shall be surrendered to the Surviving Entity and canceled, and no additional shares of common stock of the Surviving Entity or other property will be issued in exchange therefor, and (ii) all of the outstanding shares of common stock of the Surviving Entity shall remain outstanding, and the current sole shareholder of the Surviving Entity shall continue to own the same number of shares of common stock of the Surviving Entity as the sole shareholder did prior to the Effective Time.

ARTICLE IV

Approval

The Merger contemplated by this Plan of Merger has previously been submitted to and approved by the respective members, managers, shareholders and directors (as applicable) of the Merging Entity and the Surviving Entity. The proper managers, members, shareholders and directors (as applicable) of the Merging Entity and the Surviving Entity, shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Plan of Merger.

ARTICLE V

Effect of Merger

At the Effective Time, all property, rights, privileges, powers and franchises of the Merging Entity and the Surviving Entity shall vest in the Surviving Entity, and all liabilities and obligations of the Merging Entity and the Surviving Entity shall become liabilities and obligations of the Surviving Entity.

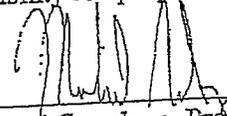
ARTICLE VI

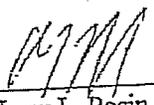
Effective Time

As used in this Plan of Merger, the term "Effective Time" shall mean the date and time of filing of the Articles of Merger with the Department of State of the State of Florida, with respect to the Merger.

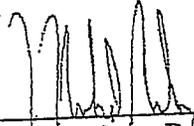
IN WITNESS WHEREOF, the parties have executed and delivered this Plan of Merger  
as of March 21, 2005.

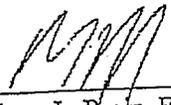
HORIZONS ACQUISITION 1, LLC, a Florida  
limited liability company

By:   
Michael Greenberg, President

By:   
Harry L. Posin, Executive Vice President

MINTO TOWNPARK, INC., a Florida  
corporation

By:   
Michael Greenberg, President

By:   
Harry L. Posin, Executive Vice President

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with sections 607.1109 and 608.4382, Florida Statutes.

**FIRST:** The exact name, street address of its principal office, jurisdiction of organization, and entity type of the merging entity is as follows:

**MINTO TOWNPARK, INC.**, a Florida corporation  
Address: 4400 W. Sample Road, Suite 200  
Coconut Creek, FL 33073  
Document #: P03000154554

**SECOND:** The exact name, street address of its principal office, jurisdiction of organization, and entity type of the surviving entity is as follows:

**MINTO TOWNPARK, LLC**, a Florida limited liability company  
Address: 4400 W. Sample Road, Suite 200  
Coconut Creek, FL 33073  
Document #: L05000074119

**THIRD:** The Agreement and Plan of Merger, attached hereto as Exhibit A, meets the requirements of sections 607.1108 and 608.438, Florida Statutes, and was approved by each Minto TownPark, Inc. and Minto TownPark, LLC in accordance with Chapters 607 and 608, Florida Statutes, respectively.

**FOURTH:** The merger is permitted under the laws of the State of Florida and is not prohibited by the operating agreement or articles of organization of Minto TownPark, LLC.

**FIFTH:** Minto TownPark, LLC is managed by its Board of Managers, whose names and addresses are as follows:

Michael Greenberg	4400 W. Sample Rd., Ste. 200, Coconut Creek, FL 33073
Philippe Joannis	4400 W. Sample Rd., Ste. 200, Coconut Creek, FL 33073
Harry Posin	4400 W. Sample Rd., Ste. 200, Coconut Creek, FL 33073

**SIXTH:** The merger shall become effective as of August 1, 2005, 10:00 A.M. EST.

**SEVENTH:** These Articles of Merger comply with and were executed in accordance with the laws of the State of Florida.

**EIGHTH:** Signatures for each party:

**EFFECTIVE DATE**  
8/1/05

05 JUL 29 PM 2:55  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
**FILED**

MERGING ENTITY:

MINTO TOWNPARK, INC.

By: [Signature]  
Name: [Signature]  
Title: [Signature]

By: [Signature]  
Name: PHILIPpe J. JAWISSSE  
Title: Senior Vice President

SURVIVING ENTITY:

MINTO TOWNPARK, LLC

By: [Signature]  
Name: [Signature]  
Title: [Signature]

By: [Signature]  
Name: Philippe J. Jawissse  
Title: Senior Vice President

STEPS 18, 19, 23

Exhibit A  
Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Plan") has been adopted as of the 29 day of July, 2005 by MINTO TOWNPARK, LLC, a Florida limited liability company ("LLC") and MINTO TOWNPARK, INC., a Florida corporation ("CORPORATION").

RECITALS

The Board of Managers and the sole Member of LLC and the Board of Directors and sole shareholder of CORPORATION have determined that it is advisable and in the best interest of each of LLC and CORPORATION that CORPORATION be merged with and into LLC on the terms and subject to the conditions set forth herein (the "Merger").

ARTICLE I

The Merger

On the Effective Date (as defined in Article V hereof), CORPORATION shall merge with and into LLC in accordance with the Florida Business Corporation Act and the Florida Limited Liability Company Act, and the separate existence of CORPORATION shall cease and LLC shall thereafter continue as the surviving limited liability company (the "Surviving Entity") under the laws of the State of Florida.

ARTICLE II

The Surviving Entity

On the Effective Date, the Articles of Organization of LLC, as in effect immediately prior to the Effective Date, shall be the Articles of Organization of the Surviving Entity.

On the Effective Date, the Operating Agreement of LLC, as in effect immediately prior to the Effective Date, shall be the Operating Agreement of the Surviving Entity, until thereafter altered, amended or repealed.

On the Effective Date, the officers of LLC shall be the officers of the Surviving Entity until their successors are elected and qualified, and management of the Surviving Entity shall continue to be vested in its Board of Managers and officers.

ARTICLE III

Manner and Basis of Converting Shares

On the Effective Date, each issued and outstanding share of common stock, par value \$1.00 per share, of CORPORATION, shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one (1) voting common unit of LLC.

**ARTICLE IV**

Effect of Merger

On the Effective Date, all property, rights, privileges, powers and franchises of CORPORATION shall vest in the Surviving Entity, and all liabilities and obligations of CORPORATION shall become liabilities and obligations of the Surviving Entity.

**ARTICLE V**

Effective Date

As used in this Agreement, the term "Effective Date" shall mean August 1, 2005, 10:00 A.M. EST.

**ARTICLE VI**

Amendment, Modification and Termination: Counterparts

The sole Member of LLC, the Board of Managers of LLC, the sole shareholder of CORPORATION and/or the Board of Directors of CORPORATION may amend, terminate and/or abandon the Merger at any time prior to the Effective Date. This Plan may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were on the same instrument.

**ARTICLE VII**

Management

The Surviving Entity is managed by its Board of Managers. The names and addresses of each Manager on the Board of Managers are:

Michael Greenberg	4400 W. Sample Rd., Ste. 200, Coconut Creek, FL 33073
Philippe Joannis	4400 W. Sample Rd., Ste. 200, Coconut Creek, FL 33073
Harry Posin	4400 W. Sample Rd., Ste. 200, Coconut Creek, FL 33073

*[Signatures on next page.]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger on the date first set forth above.

LLC:

MINTO TOWNPARK, LLC

By: [Signature]  
Name: [Signature]  
Title: President

By: [Signature]  
Name: PHILIPPE JOURNALISSE  
Title: Senior Vice President

CORPORATION:

MINTO TOWNPARK, INC.

By: [Signature]  
Name: [Signature]  
Title: President

By: [Signature]  
Name: PHILIPPE JOURNALISSE  
Title: Senior Vice President

## Thresiamma Kuruvilla

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**From:** SANDERS, Marty [Marty.Sanders@stlucieschools.org]  
**Sent:** Tuesday, December 06, 2011 10:05 AM  
**To:** Thresiamma Kuruvilla  
**Cc:** 'Jessica Dunstan'; VITALE, PHILIP J.  
**Subject:** RE: Town Park at Tradition

Since the overall numbers for the project do not change we do not have any concerns regarding school concurrency. Please let me know if you have any questions.

Marty E. Sanders, P.E.  
Executive Director of Growth Management, Land Acquisition, Inter-Governmental Relations, Facilities & Maintenance  
School Board of St. Lucie County  
327 NW Commerce Park Drive  
Port St. Lucie, FL 34986

phone 772.340.7105  
fax 772.340.4848  
cell 772.216.5755

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**From:** Thresiamma Kuruvilla [mailto:TKuruvilla@cityofpsl.com]  
**Sent:** Monday, December 05, 2011 2:57 PM  
**To:** SANDERS, Marty  
**Cc:** 'Jessica Dunstan'  
**Subject:** FW: Town Park at Tradition

Hi Marty, Did you get a chance to review these projects? Do you have any concerns regarding the school capacity?  
Thanks, Thres

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**From:** Jessica Dunstan [mailto:jdunstan@cotleur-hearing.com]  
**Sent:** Tuesday, November 29, 2011 11:02 AM  
**To:** Sanders, Marty  
**Cc:** Thresiamma Kuruvilla  
**Subject:** RE: Town Park at Tradition

Marty,  
Minto is processing a new application to change some of the lot sizes within Parcels C and D of the TownPark project. Consistent with our previous submittals, there will be no net increase or decrease in the unit count for the Overall Townpark community. Density is simply being transferred between parcels within this community. This request consists of 2 applications. The first application (P11-143) amends the overall concept plan. The second application (P11-149) replats the lots and modifies the engineering plans to be consistent the new concept plan.

I have attached the applications and cover letters for both submittals for your review. I have also attached the Conceptual PUD plan that shows the lot counts for each parcel and demonstrates that there is no net gain or loss of density in the overall community lot count. If you have any questions, please feel free to contact me at the number below. Please let Thresiamma from the PSL planning department know if you approve this application.

Jessica Dunstan  
Cotleur & Hearing, Inc.



## Designation of Authorized Agent

April 19, 2010

City of Port St. Lucie  
121 S.W. Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984

### RE: LETTER OF AUTHORIZATION - TownPark

Please allow this letter to serve as authorization for Cotleur & Hearing, Inc. and its staff to act as agents for the TownPark project in Tradition, located in the City of Port St. Lucie, Florida, for the purposes of obtaining approvals and permits from State and local government agencies regarding site plan, subdivision plat, concept plan and PUD modification applications.

Should you have any questions, please feel free to contact me at (954) 973-4490.

Sincerely,

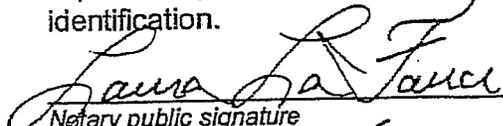
MINTO TOWNPARK, LLC

  
John Carter, Vice President

## NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF BROWARD

I hereby certify that the foregoing instrument was acknowledged before me this 19<sup>th</sup> day of April, 2010, by John Carter. He () is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

  
Notary public signature

Laura LaFauci  
Printed name

(Seal)

NOTARY PUBLIC-STATE OF FLORIDA  
Laura LaFauci  
Commission #DD749939  
Expires: FEB. 13, 2012  
BROOKED THRU ATLANTIC BONDING CO., INC.

JOINT UNANIMOUS WRITTEN CONSENT OF THE MANAGERS OF  
MINTO COMMUNITIES, LLC,  
MINTO ARTESIA, LLC,  
MINTO TOWNPARK, LLC,  
HOMEBUYERS' FINANCIAL, LLC,  
MINTO FLORIDA HOLDINGS, LLC  
MINTO TITLE, LLC,  
MINTO FLORIDA DEVELOPMENTS, LLC,  
MINTO COMMUNITIES (PEMBROKE), LLC,  
MINTO LAS OLAS, LLC,  
MINTO MANAGEMENT SERVICES, LLC,  
MINTO FL, LLC,  
MINTO (DELAWARE), LLC,  
MINTO KENNEDY GROVES, LLC,  
MINTO HENRY SQUARE, LLC,  
MINTO HENRY SQUARE HOLDINGS, LLC AND  
MINTO VILLAS-BY-THE-SEA, LLC,

The undersigned, constituting all the managers (the "Managers") of MINTO COMMUNITIES, LLC, a Florida limited liability company, MINTO ARTESIA, LLC, a Florida limited liability company, MINTO TOWNPARK, LLC, a Florida limited liability company, HOMEBUYERS' FINANCIAL, LLC, a Florida limited liability company, MINTO FLORIDA HOLDINGS, LLC, a Florida limited liability company, MINTO TITLE, LLC, a Florida limited liability company, MINTO FLORIDA DEVELOPMENTS, LLC, a Florida limited liability company, MINTO COMMUNITIES (PEMBROKE), LLC, a Florida limited liability company, MINTO LAS OLAS, LLC, a Florida limited liability company, MINTO MANAGEMENT SERVICES, LLC, a Florida limited liability company, MINTO FL, LLC, a Florida limited liability company, MINTO (DELAWARE), LLC, a Delaware limited liability company, MINTO KENNEDY GROVES, LLC, a Florida limited liability company, MINTO HENRY SQUARE, LLC, a Florida limited liability company, MINTO HENRY SQUARE HOLDINGS, LLC, a Florida limited liability company, and MINTO VILLAS-BY-THE-SEA, LLC, a Florida limited liability company (each, a "Company" and hereinafter, collectively, the "Companies"), do hereby consent to the following resolutions, and direct that this action be filed with the records of each respective Company.

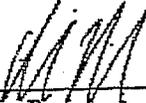
RESOLVED, that John F. Carter ("Carter") be and hereby is appointed to the office of Vice President of each of the Companies, to serve in such capacities until his successor has been duly elected and qualified or until his earlier resignation, removal or death;

RESOLVED, that any and all actions taken to date by Carter on behalf of the Companies as an officer of the Companies are hereby ratified and approved as fully as if such actions were authorized, approved and consented to prior to their commission even if Carter was not an officer at the time such act was committed.

*[Signatures on following page.]*

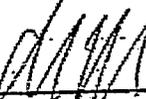
IN WITNESS WHEREOF, the undersigned, being all the Managers of all of the Companies, have executed this Joint Unanimous Written Consent effective as of the 3<sup>rd</sup> day of October, 2007.

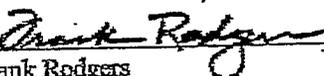
MANAGERS of MINTO COMMUNITIES, LLC, MINTO ARTESIA, LLC, MINTO TOWNPARK, LLC, HOMEBUYERS' FINANCIAL, LLC, MINTO FLORIDA HOLDINGS, LLC, MINTO TITLE, LLC, MINTO FLORIDA DEVELOPMENTS, LLC, MINTO COMMUNITIES (PEMBROKE), LLC, MINTO LAS OLAS, LLC, MINTO MANAGEMENT SERVICES, LLC, MINTO FI, LLC, MINTO KENNEDY GROVES, LLC, MINTO HENRY SQUARE, LLC, MINTO HENRY SQUARE HOLDINGS, LLC and MINTO VILLAS-BY-THE-SEA, LLC:

  
\_\_\_\_\_  
Harry Posin

  
\_\_\_\_\_  
Philippe Joannis

MANAGERS of MINTO (DELAWARE), LLC:

  
\_\_\_\_\_  
Harry Posin

  
\_\_\_\_\_  
Frank Rodgers



# Cotleur & Hearing

Landscape Architects | Land Planners | Environmental Consultants

462 SW PSL Blvd · Suite 113 · Port St. Lucie, FL · 34953 · Ph 561.747.6336 · Fax 561.747.1377 · www.cotleurhearing.com · Lic # LC-C000239

November 2, 2011

Thresiamma Kuruvilla  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

RE: Preliminary and Final RePlat with Construction Plans for TownPark at Tradition  
Tradition Plat #19, replat #5

Dear Thresiamma:

Cotleur & Hearing is pleased to present this cover letter and the associated material supporting our application to replat Lots 33 – 43, Block 4 and Lots 13 – 27, Block 5, Tradition Plat No. 19 Replat – TownPark Phase One, Plat Book 59, Pages 5 through 8, St. Lucie County, Florida. This Replat will allow for the development of an additional 22 lots within these two blocks. Minto TownPark desires to convert twenty-six of the existing 100' minimum single family lots into forty-eight 52' and 65' minimum single family lots. There will be a gain of 22 lots for these two blocks. The overall Conceptual Site Plan is in the process of being amended to transfer these 22 lots from a future development phase of TownPark which means that there is no net gain or loss of total units for the overall TownPark development. No road geometry or right of way tracts are being modified as a part of this submittal.

We have enclosed 16 sets of the proposed replat, along with the required application materials and fee for your review and distribution to the Site Plan Review Committee. Also included in this request are all associated paving, drainage, utilities, landscaping, preliminary and final plat plans.

Please let me know if you have any questions on this Preliminary and Final Replat submittal.

Sincerely,

Jessica Dunstan

CC: John Carter, Minto Townpark LLC  
Martha Carter, P.E., Michael B. Schorah & Associates

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

STATE OF FLORIDA }  
 COUNTY OF BROWARD } ss

MINTO TOWNPARK, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE ABOVE DESCRIBED LANDS, HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS TRADITION PLAT NO. 19 REPLAT - REPLAT NO. 5 - TOWNPARK PHASE ONE, A SUBDIVISION LYING AND BEING IN THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA, AND DOES HEREBY DEDICATE AS FOLLOWS:

1. THE UTILITY EASEMENTS (U.E.) SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR UTILITY PURPOSES AND MAY BE USED BY ANY UTILITY COMPANY, INCLUDING CABLE TELEVISION, IN COMPLIANCE WITH SUCH ORDINANCES AND REGULATIONS AS MAY BE ADOPTED FROM TIME TO TIME BY ST. LUCIE COUNTY, FLORIDA. SAID EASEMENTS AS SHOWN HEREON ARE ALSO DEDICATED IN FAVOR OF THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO, AND INSTALLATION AND MAINTENANCE OF, PUBLIC UTILITY FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. THE CITY OF PORT ST. LUCIE SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENTS EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY OF PORT ST. LUCIE.

2. THE CITY OF PORT ST. LUCIE UTILITY EASEMENTS (P.S.L.U.E.) SHOWN HEREON ARE UTILITY EASEMENTS WHICH ARE HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO, AND THE INSTALLATION AND MAINTENANCE OF, PUBLIC UTILITIES FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. THERE SHALL BE NO OTHER PUBLIC OR PRIVATE UTILITY FACILITIES INSTALLED IN, ON, OVER, UNDER, OR ACROSS THE EASEMENT AREAS WITHOUT THE CITY'S WRITTEN PERMISSION. THERE SHALL BE NO IMPROVEMENTS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LANDSCAPING CONSTRUCTED WITHIN THE BOUNDARIES OF THE EASEMENT AREAS WHICH WOULD RESTRICT THE OPERATION AND MAINTENANCE OF, OR WHICH MAY IN ANY MANNER RESULT IN HARM TO, THE CITY'S FACILITIES. TOWNPARK MASTER ASSOCIATION, INC., ITS SUCCESSORS OR ASSIGNS, SHALL OWN, MAINTAIN, REPAIR AND REPLACE ANY PERMITTED IMPROVEMENTS OVER THE UTILITY EASEMENTS, WHICH ARE NOT PRECLUDED BY THE FOREGOING, WHICH MAY BE DAMAGED OR DESTROYED BY THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND ASSIGNS, DESIGNERS OR CONTRACTORS IN THE OPERATION, MAINTENANCE OF, OR ACCESS TO, THE CITY'S FACILITIES. THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT TO REQUIRE THE REMOVAL OF ANY IMPROVEMENTS, WHICH ARE CONSTRUCTED IN VIOLATION OF THE CONDITIONS SET FORTH ABOVE. IN THE EVENT SUCH VIOLATING IMPROVEMENTS ARE NOT REMOVED UPON REQUEST, THEY SHALL BE SUBJECT TO REMOVAL BY THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND ASSIGNS, DESIGNERS OR CONTRACTORS, WITHOUT LIABILITY OR RESPONSIBILITY THEREFOR.

3. THE DRAINAGE EASEMENTS (D.E.) SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWNPARK MASTER ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS, FOR DRAINAGE PURPOSES, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION. THE CITY OF PORT ST. LUCIE, FLORIDA, SHALL BEAR NO RESPONSIBILITY, DUTY OR LIABILITY REGARDING SAID EASEMENTS.

4. THE WATER MANAGEMENT EASEMENTS (W.M.E.) SHOWN HEREON ARE HEREBY DEDICATED TO THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1, ITS SUCCESSORS AND/OR ASSIGNS FOR ACCESS, MAINTENANCE, REPAIR AND REPLACEMENT OF WATER MANAGEMENT FACILITIES, THE LANDS THEREIN AND THEREUNDER BEING THE PERPETUAL MAINTENANCE OBLIGATION OF THE TOWNPARK MASTER ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS. THE CITY OF PORT ST. LUCIE, FLORIDA SHALL BEAR NO RESPONSIBILITY, DUTY OR LIABILITY REGARDING SAID EASEMENTS.

5. TRACT PA SHOWN HEREON IS HEREBY DEDICATED TO THE TOWNPARK MASTER ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS, AS A PRIVATE ROADWAY FOR INGRESS AND EGRESS, ACCESS, UTILITIES AND DRAINAGE PURPOSES, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION. AN EASEMENT OVER AND UNDER SAID TRACT PA AS SHOWN HEREON IS ALSO RESERVED IN FAVOR OF THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO, AND THE INSTALLATION AND MAINTENANCE OF, PUBLIC UTILITY FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES AND ACCESS FOR CITY OF PORT ST. LUCIE SERVICE AND EMERGENCY VEHICLES. AN INGRESS AND EGRESS EASEMENT OVER SAID TRACT PA IS HEREBY DEDICATED TO THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1, ITS SUCCESSORS AND/OR ASSIGNS, FOR ACCESS PURPOSES. THE CITY OF PORT ST. LUCIE SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENT AREA OR SAID TRACT PA EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY OF PORT ST. LUCIE.

IN WITNESS WHEREOF, THE UNDERSIGNED COMPANY HAS CAUSED THIS CERTIFICATION TO BE EXECUTED IN ITS NAME, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS VICE PRESIDENT THIS 22<sup>nd</sup> DAY OF December, 2011.

MINTO TOWNPARK, LLC  
 A FLORIDA LIMITED LIABILITY COMPANY

BY: [Signature]  
 JOHN CARTER, VICE PRESIDENT

WITNESS: [Signature]  
 PRINT NAME MICHAEL B. SCHORAH

WITNESS: [Signature]  
 PRINT NAME LINDA YONKE

**ACKNOWLEDGMENT**

STATE OF FLORIDA }  
 COUNTY OF BROWARD } ss

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN CARTER, WHO IS PERSONALLY KNOWN TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT AS VICE PRESIDENT OF MINTO TOWNPARK, LLC, A FLORIDA LIMITED LIABILITY COMPANY, 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 AT Cocoa Creek, BROWARD COUNTY, FLORIDA, THIS 22<sup>nd</sup> DAY OF December, 2011.

MY COMMISSION EXPIRES: 7-13-12

[Signature]  
 NOTARY PUBLIC, STATE OF FLORIDA  
 Laura LaFauce  
 Commission # DD1749329  
 Expires: FEB. 13, 2012  
 500 THIRD ATLANTIC BOULEVARD, S.W.

**APPROVAL OF CITY**

IT IS HEREBY CERTIFIED THAT THIS PLAT OF TRADITION PLAT NO. 19 REPLAT - REPLAT NO. 5 - TOWNPARK PHASE ONE HAS BEEN APPROVED FOR RECORDING BY THE CITY OF PORT ST. LUCIE, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

CITY OF PORT ST. LUCIE

BY: [Signature]  
 JOANN M. FAIELLA, MAYOR

ATTEST: [Signature]  
 KAREN A. PHILLIPS, CITY CLERK

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1, FLORIDA STATUTES, BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED OR UNDER CONTRACT WITH THE CITY OF PORT ST. LUCIE, FLORIDA.

**CLERK'S RECORDING CERTIFICATE**

I JOSEPH E. SMITH, CLERK OF 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 FOR RECORD IN PLAT BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

BY: [Signature]  
 CLERK OF CIRCUIT CLERK  
 ST. LUCIE COUNTY, FLORIDA

**TITLE CERTIFICATION**

I ANDREW M. SMULIAN, AN ATTORNEY AT LAW, DO HEREBY CERTIFY THAT I HAVE REVIEWED THE ABOVE DESCRIBED PROPERTY; THAT I FINALLY HAVE REVIEWED THE MINTO TOWNPARK, LLC, A FLORIDA LIMITED LIABILITY COMPANY, CURRENT TAXES HAVE BEEN PAID AND

ALL RECORDED MORTGAGES, AND ANY OTHER ENCUMBERING THE PROPERTY DESCRIBED

MORTGAGE TO WACHOVIA BANK, NATIONAL ASSOCIATION, PLAT NO. 2939, PAGE 83, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

DATED THIS 22<sup>nd</sup> DAY OF December, 2011.

BY: [Signature]  
 ANDREW M. SMULIAN

**NOTES**

- 1.) NOTICE: THIS PLAT, AS RECORDED, DOES NOT CONTAIN A FULL DESCRIPTION OF THE SUBDIVIDED PROPERTY. THE CIRCUMSTANCES BE SUPPLEMENTED BY THE DIGITAL FORM OF THE PLAT.
- 2.) THERE MAY BE ADDITIONAL RESTRICTIONS THAT MAY BE FOUND IN THE PLAT.
- 3.) PLATTED UTILITY EASEMENTS ARE SHOWN FOR INSTALLATION, MAINTENANCE, AND REPAIR. PROVIDED, HOWEVER, NO SUCH EASEMENTS AND OPERATION OF CABLE TELEVISION AND SERVICES OF A PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION SERVICE OF A PUBLIC UTILITY, IT SHALL BE THE RESPONSIBILITY OF THE UTILITY. NOTE DOES NOT APPLY TO PRIVATE PARTS OF PARTICULAR ELECTRIC, TELEPHONE, GAS, OR CONSTRUCTION, INSTALLATION, AND MAINTENANCE WITH THE NATIONAL ELECTRIC SAFETY SERVICE COMMISSION.
- 4.) BEARINGS SHOWN HEREON ARE BEING SHOWN FOR TRADITION PLAT NO. 19 - TOWNPARK PHASE ONE HAVING A PLATTED BEARING OF NORTH 00°00'00" WEST.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE PLAT REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY SUPERVISION; THAT SAID SURVEY AND BELIEF; THAT (P.R.M.S) PERMITTED AS REQUIRED BY LAW; AND THAT I AM A LICENSED SURVEYOR UNDER ALL THE REQUIREMENTS OF CHAPTER 473, PART 1, FLORIDA STATUTES AND ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA.

[Signature]  
 JONATHAN T. GILBERT  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA CERTIFICATE NO. 12000  
 MICHAEL B. SCHORAH AND ASSOCIATES  
 1850 FOREST HILL BLVD., SUITE 206  
 WEST PALM BEACH, FLORIDA 33406  
 CERTIFICATE OF AUTHORIZATION IN THE STATE OF FLORIDA

THIS INSTRUMENT WAS PREPARED AND RECORDED UNDER THE SUPERVISION OF JONATHAN T. GILBERT, SURVEYOR AND MAPPER, AND ASSOCIATES, INC.

E OF DEDICATIONS

COMMUNITY DEVELOPMENT DISTRICT NO. 1, FORMERLY KNOWN AS WESTCHESTER... COMMUNITY DEVELOPMENT DISTRICT NO. 1

MAN... CARTER... SAKOWSKI

AGREEMENT

SIGNED AUTHORITY, PERSONALLY APPEARED JAMES ANDERSON... THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID

OFFICIAL SEAL AT... ST. LUCIE COUNTY, FLORIDA... NOTARY PUBLIC, STATE OF FLORIDA

ACCEPTANCE OF DEDICATIONS

STATE OF FLORIDA } COUNTY OF BROWARD } SS TOWNPARK MASTER ASSOCIATION, INC. HEREBY ACCEPTS THE DEDICATIONS OF RESERVATIONS TO SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS AS STATED AND SHOWN HEREON AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATION FOR SAME AS STATED HEREON, DATED THIS 14th DAY OF December, 2011.

WITNESS: Michael B. Schorah... PRINT NAME: MICHAEL B. SCHORAH... WITNESS: Linda Tronde... PRINT NAME: LINDA TRONDE

ACKNOWLEDGMENT

STATE OF FLORIDA } COUNTY OF BROWARD } SS BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN CARTER, WHO IS PERSONALLY KNOWN TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF TOWNPARK MASTER ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, 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 AT... BROWARD COUNTY, FLORIDA... THIS 14th DAY OF December, 2011... MY COMMISSION EXPIRES: 2-13-12... NOTARY PUBLIC, STATE OF FLORIDA

PUBLIC STATE OF FLORIDA Laura LaFauci Commission # 107459939 Expires: FEB. 13, 2012

MORTGAGEE'S CONSENT

STATE OF FLORIDA } COUNTY OF HILLSBOROUGH } SS KNOW ALL MEN BY THESE PRESENTS THAT WELLS FARGO BANK, N.A., SUCCESSOR-BY-MERGER TO WACHOVIA BANK, NATIONAL ASSOCIATION, A NATIONAL ASSOCIATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE HOLDER OF A CERTAIN MORTGAGE AS AMENDED AND AS DESCRIBED IN THE CERTIFICATION, ON THE LAND DESCRIBED HEREON, AND DOES HEREBY CONSENT TO THE DEDICATIONS HEREON AND DOES NOT SUBORDINATE ITS MORTGAGES, DEEDS OF TRUST, OR OTHER INSTRUMENTS TO SAID DEDICATION.

WELLS FARGO BANK, N.A., SUCCESSOR-BY-MERGER TO WACHOVIA BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT BY: Beverly Matter... PRINT NAME: BEVERLY MATTER... PRINT TITLE: VICE-PRESIDENT

WITNESS: Janice K. Tice... PRINT NAME: Janice K. Tice... WITNESS: William T. Strakey... PRINT NAME: WILLIAM T. STRAKEY

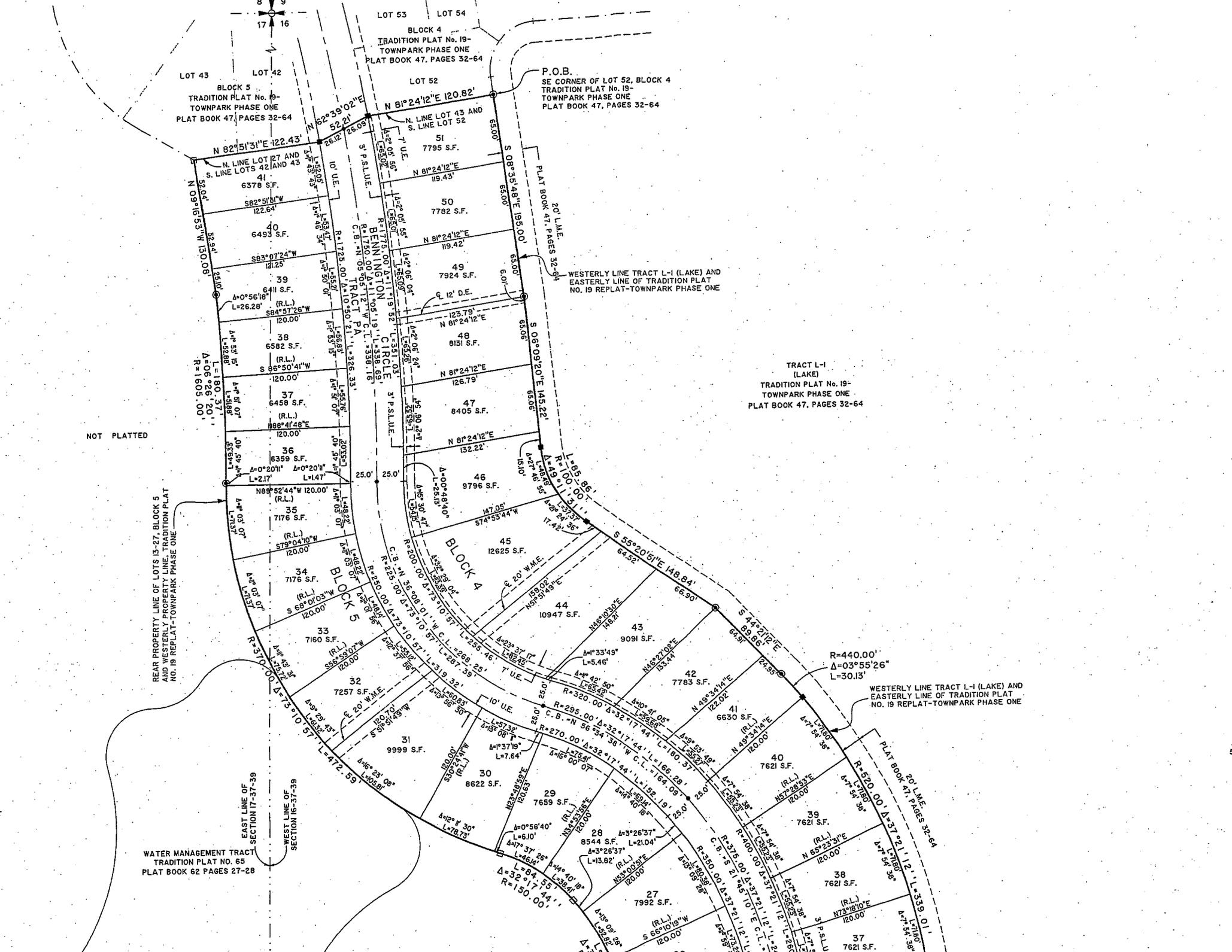
ACKNOWLEDGMENT

STATE OF FLORIDA } COUNTY OF HILLSBOROUGH } SS BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN CARTER, WHO IS PERSONALLY KNOWN TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF TOWNPARK MASTER ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT SHE 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 AT... HILLSBOROUGH COUNTY, FLORIDA... THIS 14th DAY OF December, 2011... MY COMMISSION EXPIRES: 1-14-12... NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA Suzanne H. Hoke





LOT 43  
 BLOCK 5  
 TRADITION PLAT No. 19-  
 TOWNPARK PHASE ONE  
 PLAT BOOK 47, PAGES 32-64

LOT 53 LOT 54  
 BLOCK 4  
 TRADITION PLAT No. 19-  
 TOWNPARK PHASE ONE  
 PLAT BOOK 47, PAGES 32-64

P.O.B.  
 SE CORNER OF LOT 52, BLOCK 4  
 TRADITION PLAT No. 19-  
 TOWNPARK PHASE ONE  
 PLAT BOOK 47, PAGES 32-64

N. LINE LOT 27 AND  
 S. LINE LOTS 42 AND 43  
 6378 S.F.

LOT 52  
 N. LINE LOT 43 AND  
 S. LINE LOT 52  
 7795 S.F.

LOT 51  
 7795 S.F.

LOT 50  
 7782 S.F.

LOT 49  
 7924 S.F.

LOT 40  
 6493 S.F.

LOT 48  
 8131 S.F.

LOT 47  
 8405 S.F.

LOT 39  
 6411 S.F.

LOT 46  
 9796 S.F.

LOT 45  
 12625 S.F.

LOT 38  
 6582 S.F.

LOT 44  
 10947 S.F.

LOT 43  
 9091 S.F.

LOT 37  
 6458 S.F.

LOT 42  
 7783 S.F.

LOT 41  
 6630 S.F.

LOT 36  
 6359 S.F.

LOT 40  
 7621 S.F.

LOT 39  
 7621 S.F.

LOT 35  
 7176 S.F.

LOT 38  
 7621 S.F.

LOT 37  
 7621 S.F.

LOT 34  
 7176 S.F.

LOT 36  
 8622 S.F.

LOT 35  
 9999 S.F.

LOT 33  
 7160 S.F.

WATER MANAGEMENT TRACT  
 TRADITION PLAT NO. 65  
 PLAT BOOK 62 PAGES 27-28

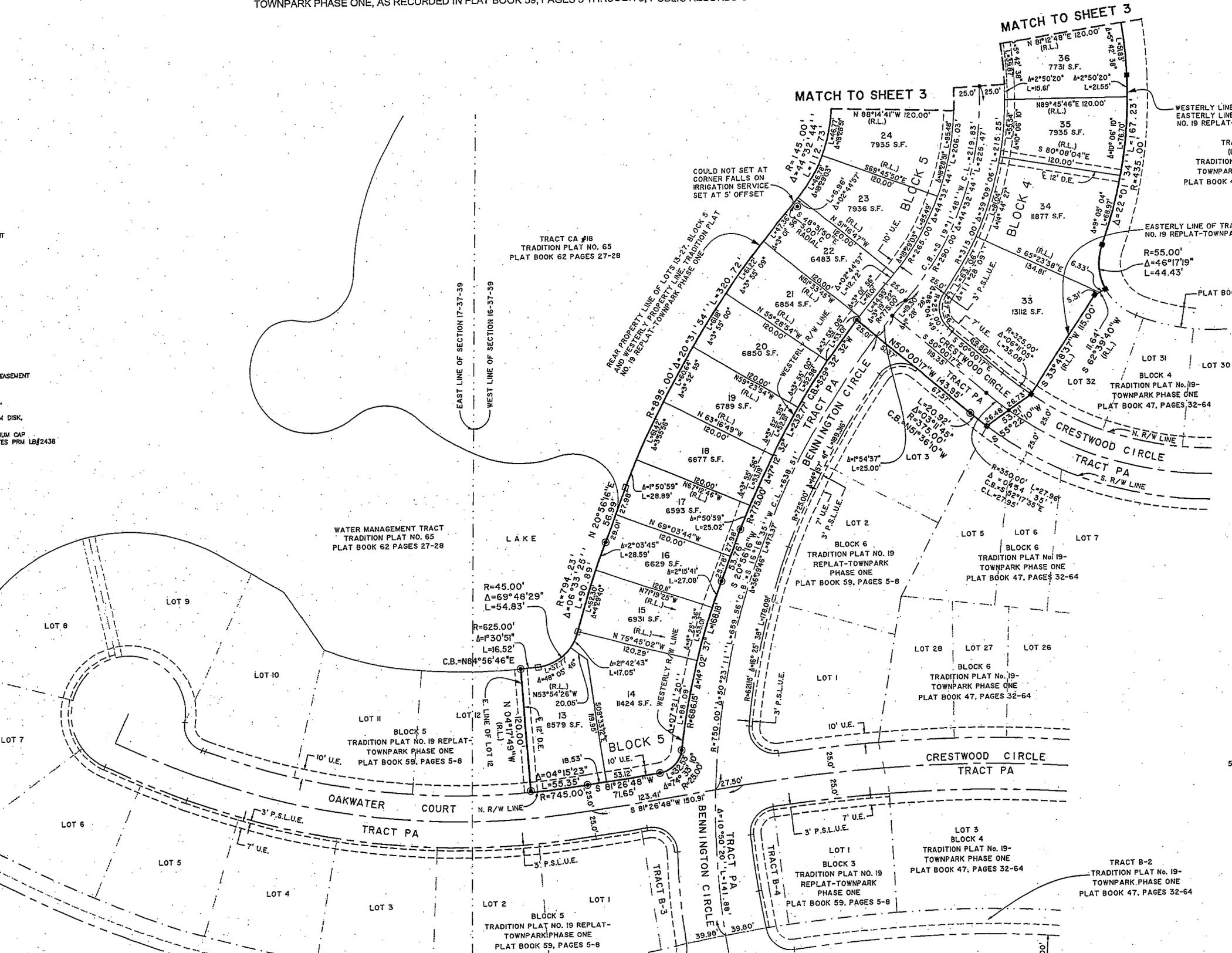
REAR PROPERTY LINE OF LOTS 15-27, BLOCK 5  
 AND WESTERLY PROPERTY LINE, TRADITION PLAT  
 NO. 19 REPLAT-TOWNPARK PHASE ONE

EAST LINE OF  
 SECTION 17-37-39  
 WEST LINE OF  
 SECTION 16-37-39

TRACT L-1  
 (LAKE)  
 TRADITION PLAT No. 19-  
 TOWNPARK PHASE ONE  
 PLAT BOOK 47, PAGES 32-64

WESTERLY LINE TRACT L-1 (LAKE) AND  
 EASTERLY LINE OF TRADITION PLAT  
 NO. 19 REPLAT-TOWNPARK PHASE ONE

NOT PLATTED



TRACT CA #18  
TRADITION PLAT NO. 65  
PLAT BOOK 62 PAGES 27-28

WATER MANAGEMENT TRACT  
TRADITION PLAT NO. 65  
PLAT BOOK 62 PAGES 27-28

EAST LINE OF SECTION 17-37-39  
WEST LINE OF SECTION 16-37-39

MATCH TO SHEET 3

MATCH TO SHEET 4

REAR PROPERTY LINE OF LOTS 15-27, BLOCK 5  
AND WESTERLY PROPERTY LINE TRADITION PLAT  
NO. 19 REPLAT-TOWNPARK PHASE ONE

COULD NOT SET AT  
CORNER FALLS ON  
IRRIGATION SERVICE  
SET AT 5' OFFSET

LOT 1  
BLOCK 5  
TRADITION PLAT NO. 19 REPLAT-  
TOWNPARK PHASE ONE  
PLAT BOOK 59, PAGES 5-8

LOT 1  
BLOCK 3  
TRADITION PLAT NO. 19  
REPLAT-TOWNPARK  
PHASE ONE  
PLAT BOOK 59, PAGES 5-8

LOT 3  
BLOCK 4  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

TRACT B-2  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 26  
BLOCK 6  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 27  
BLOCK 6  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 28  
BLOCK 6  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 2  
BLOCK 6  
TRADITION PLAT NO. 19  
REPLAT-TOWNPARK  
PHASE ONE  
PLAT BOOK 59, PAGES 5-8

LOT 5  
BLOCK 6  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 6  
BLOCK 6  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 7  
BLOCK 6  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 31  
BLOCK 4  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 32  
BLOCK 4  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 33  
BLOCK 4  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 34  
BLOCK 4  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 35  
BLOCK 4  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 36  
BLOCK 4  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 37  
BLOCK 4  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 38  
BLOCK 4  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 39  
BLOCK 4  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 40  
BLOCK 4  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 41  
BLOCK 4  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

LOT 42  
BLOCK 4  
TRADITION PLAT No. 19-  
TOWNPARK PHASE ONE  
PLAT BOOK 47, PAGES 32-64

WESTERLY LINE  
EASTERLY LINE  
NO. 19 REPLAT-  
TOWNPARK  
PLAT BOOK 47, PAGES 32-64

EASTERLY LINE OF TRACT  
NO. 19 REPLAT-TOWNPARK  
PLAT BOOK 47, PAGES 32-64

PLAT BO

LOT 30

LOT 31

LOT 32

LOT 33

LOT 34

LOT 35

LOT 36

LOT 37

LOT 38

LOT 39

LOT 40

LOT 41

LOT 42

LOT 43

LOT 44

LOT 45

LOT 46

LOT 47

LOT 48

LOT 49

LOT 50

LOT 51

LOT 52

LOT 53

LOT 54

LOT 55

LOT 56

LOT 57

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LOT 75

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LOT 77

LOT 78

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LOT 83

LOT 84

LOT 85

LOT 86

LOT 87

LOT 88

LOT 89

LOT 90

LOT 91

LOT 92

LOT 93

LOT 94

LOT 95

LOT 96

LOT 97

LOT 98

LOT 99

LOT 100