

INSTR # 1859186
OR BK 02041 PG 2248
RECORDED 07/28/2005 11:37:12 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY S Phoenix

PREPARED BY/RETURN TO:
Alan I. Armour II, Esquire
Nason, Yeager, Gerson, White & Lioce, P.A.
1645 Palm Beach Lakes Boulevard
Suite 1200
West Palm Beach, Florida 33401

RECREATIONAL FACILITIES AGREEMENT

THIS RECREATIONAL FACILITIES AGREEMENT (the "Agreement") is entered into as of the "Effective Date" (as defined in paragraph 8l. hereof) by PALM FROND MARINA, LLC, a Florida limited liability company ("Palm Frond"), RIVER FOREST PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("River Forest POA"), and RIVER MARINA ESTATES HOMEOWNERS ASSOCIATION INC., a Florida not-for-profit corporation ("Estates HOA").

RECITALS:

A. Palm Frond is the owner of the property described on attached Exhibit A (the "Palm Frond Property").

B. The development governed by River Forest POA is more particularly described in the Declaration of Covenants and Restrictions for River Forest Homeowners' Association, Inc. recorded in Official Records Book 1502, Page 1065 and re-recorded in Official Records Book 1509, Page 1685, as amended by amendments thereto recorded in public records of Martin County, Florida (the "River Forest Community"). It is anticipated that such development will consist of 318 single-family dwelling units.

C. The development governed by Estates HOA is more particularly described on attached Exhibit B (the "Estates Community"). It is anticipated that such development will consist of 88 single-family dwelling units.

D. Palm Frond owns certain recreational facilities consisting of a clubhouse, pool, basketball court, playground area, picnic areas, boat parking areas, and boat ramp, all as identified on the site plan attached hereto as Exhibit C (collectively, the "Recreational Facilities").

E. It is anticipated that the transition of control of the River Forest POA will occur in accordance with the provisions of Section 720.307(1) of the Florida Statutes.

F. River Forest POA and Estates HOA desire to share the use and enjoyment of the Recreational Facilities in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true.
2. **Covenants Running with the Land.** All of the covenants, easements and agreements herein shall run with the Palm Frond Property, shall be binding upon the fee owners of the Palm Frond Property, each of them, their respective successors in interest, assigns, heirs, personal representatives and any and all other persons, firms or corporations having or hereafter acquiring any right, title or interest in and to all or a portion of the Palm Frond Property; and all benefits deriving therefrom shall accrue to the benefit of all persons, firms or corporations having or hereafter acquiring any right, title or interest in all or any portion of the Palm Frond Property.
3. **Access Easement.**
 - a. Subject to any express conditions, limitations or reservations contained in this Agreement, Palm Frond does hereby grant to any and all owners of units, and to their permitted guests, invitees and family members, within the River Forest Community and the Estates Community, a perpetual non-exclusive easement for vehicular and pedestrian ingress, egress and access (but not parking, except in designated areas) on, across, over and through any of the paved access areas intended for ingress, egress and/or access which are constructed or may be constructed from time to time upon the Palm Frond Property.
 - b. The easement areas described in paragraph 3a. above are more particularly detailed on attached Exhibit D (the "Recreational Facilities Roadway Property"). The parties that are entitled to use the Recreational Facilities are hereinafter collectively referred to as the "Members".
 - c. River Forest POA shall maintain the Recreational Facilities Roadway Property in good, safe, clean and orderly repair, condition and appearance and make all necessary repairs, replacements and restorations which may be needed upon the Recreational Facilities Roadway Property in a timely manner so that same will not interrupt access to the Recreational Facilities. Ingress, egress and access on, across, over and through the Recreational Facilities Roadway Property shall be available at all times to the Members, except for instances in which ingress, egress and access is temporarily disrupted as a result of the maintenance, repair, replacement and/or expansion of the roadways within the Recreational Facilities Roadway Property and/or any improvements located thereon.
 - d. The parties acknowledge that there is a security gate that will monitor access from Pennsylvania Avenue to the Recreational Facilities Roadway Property. Palm Frond makes no representations whatsoever as to the security of the Palm Frond Property or the effectiveness of any improvement or security device. Palm Frond shall not, in any way, be

considered an insurer or guarantor of security within the Palm Frond Property and shall not be held liable for any loss or damage by reason of any alleged failure to provide adequate security or alleged ineffectiveness of security measures undertaken.

4. **Use of Recreational Facilities.**

a. A Recreational Facilities Committee (the "Recreational Facilities Committee") shall be established pursuant to the River Forest Community documents consisting of 2 members of the Board of Directors of River Forest POA, selected by such Board of Directors, and 1 member of the Board of Directors of Estates HOA, selected by such Board of Directors. The Recreational Facilities Committee shall have the responsibility for preparing and adopting Rules and Regulations regarding the use and operation of the Recreational Facilities, and preparing adopting an annual budget for operation and maintenance of the Recreational Facilities.

b. The members of Estates HOA shall have full, complete and unrestricted use of the Recreational Facilities in the same manner and to the same extent as the members of River Forest POA. Any Rule or Regulation relating to the use of the Recreational Facilities adopted by the Recreational Facilities Committee pursuant to paragraph 4a. above shall apply equally to the members of River Forest POA and members of Estates HOA.

c. River Forest POA and Estates HOA acknowledge and agree that the use rights provided in this Agreement do not pertain to any use rights with respect to the docks and dock areas reflected on attached Exhibit E, and further acknowledge and agree that Palm Frond is in the process of leasing such docks and dock area to third parties. The parties to this Agreement acknowledge and agree that the members of River Forest POA have the initial right to lease such docks in connection with Palm Frond's initial offering for lease of such docks, and that the members of the Estates HOA, to the extent that docks are available following the initial offering to the members of River Forest POA, will then have the right to participate in the lease of such docks in connection with such initial offering. After Palm Frond's initial offering, the members of River Forest POA and Estates HOA will thereafter have a right of first refusal to lease such docks in accordance with the Declaration of Use for the docks and dock area recorded in the Public Records of Martin County, Florida.

d. Estates HOA acknowledges and agrees that its members shall not have access to or use of the recreational vehicle storage facilities identified on attached Exhibit C.

e. River Forest POA will have the right to enforce the restrictions, rules and regulations described in Paragraph 4a. above, and Estates HOA will use its reasonable efforts to assist River Forest POA in enforcing such restrictions, rules and regulations as the same apply to the members of Estates HOA.

5. **Assessments.**

a. River Forest POA will adopt an annual budget on or before November 1 of each year for the following calendar year, which budget (the "Budget") shall show amounts

budgeted by account and expense classifications for the costs and expenses projected for operation, maintenance, repair, replacement and restoration of the Recreational Facilities and the Recreational Facilities Roadway Property. River Forest POA will provide written notice to the Board of Directors of Estates HOA of the time and place of the meeting when the annual Budget is to be considered for adoption, together with a copy of the proposed Budget, not less than thirty (30) days prior to such meeting. Such meeting shall be open to the members of River Forest POA and Estates HOA.

b. Upon adoption of the Budget, River Forest POA will advise Estates HOA of the annual assessments (the "Assessments") to be paid by both River Forest POA and Estates HOA.

c. The actual costs and expenses for operation, maintenance, repair, replacement and restoration of the Recreational Facilities and the Recreational Facilities Roadway Property shall be assessed on an equal pro rata basis to River Forest POA and to Estates HOA based on the number of single-family lots within the River Forest Community and the Estates Community. For example, assuming that the River Forest Community contains 318 single-family lots and the Estates Community contains 88 single-family lots, then River Forest POA will be responsible for 78.33% of such costs and expenses and Estates HOA will be responsible for 21.67% of such costs and expenses. River Forest POA agrees to waive collection of the Estates HOA's 21.67% share of such costs and expenses until the quarter in which the first closing by a homebuyer occurs in the Estates Community. In the event the developer of the Estates Community or the Estates HOA wishes to utilize the Recreational Facilities prior to that date for the purpose of marketing or sales promotions, then the River Forest POA shall be entitled to charge the developer or the Estates HOA a reasonable fee for such use.

d. River Forest POA's and Estates HOA's share of the annual Assessments will be due and payable on a quarterly basis not later than the 15th day of January, April, July and October of each calendar year. In the event either River Forest POA or Estates HOA fail to pay their respective shares of the Assessments, all sums due, if not paid by the 15th day of each month, shall bear interest at a rate equal to the lesser of 18% per annum or the highest lawful rate. The parties acknowledge that the proposed annual Assessments based on the approved Budget may change if reasonably required to meet extraordinary costs or expenses, provided such change is first approved by the Recreational Facilities Committee. River Forest POA and Estates HOA will pay such annual Assessments in timely quarterly installments, as described above, regardless of whether the members of River Forest POA or Estates HOA pay their required assessments to their respective property or homeowners' associations, River Forest POA or Estates HOA.

e. River Forest POA shall use reasonable efforts to notify Estates POA in advance of any extraordinary costs or expenses known by River Forest POA which may be incurred during a particular year. Any special assessment required in order to meet such extraordinary expenses, following approval by the Recreational Facilities Committee, shall be forwarded to the River Forest POA and Estates HOA for payment within thirty (30) days of receipt of notice thereof by the respective associations.

f. River Forest POA and Estates HOA acknowledge and agree that Palm Frond will not be responsible for the payment of any Assessments, delinquencies, costs or expenses arising in connection with the operation, maintenance, repair, replacement and/or restoration of the Recreational Facilities or the Recreational Facilities Roadway Property.

6. **Defaults and Remedies.**

a. In the event of a failure by any party to this Agreement to perform any obligation or covenant which either of them is obligated to perform under this Agreement, such failure shall constitute a default under this Agreement. Notwithstanding the foregoing, no default shall be deemed to have occurred until notice thereof is given to the defaulting party by the other party asserting that an event of default has occurred, describing the nature of the default, and giving a period of ten (10) days to cure the default, if readily curable by the payment of money, or a period of thirty (30) days to cure the default, if not readily curable by the payment of money.

b. Notwithstanding anything to the contrary contained in this Agreement, no default or breach under this Agreement shall entitle either party to cancel, rescind, or otherwise terminate this Agreement; provided, however, if one of the associations is in default under this Agreement and such default remains uncured following the applicable cure period described in Paragraph 6a. above, use of the Recreational Facilities by the members of the defaulting association may be restricted or prohibited by the Recreational Facilities Committee during the continuance of any such default.

c. No delay or omission in the exercise of any right set forth herein accruing upon any default by a party hereto shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by a party hereto of a breach of, or a default in, any of the terms and conditions of this Agreement shall not be construed to be nor shall the same constitute a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

d. The parties hereto acknowledge and agree that the use and enjoyment of the Recreational Facilities will depend upon the mutual compliance with the terms of this Agreement, that the terms of this Agreement are special and unique, that damages cannot adequately compensate a party in the event of any breach or threatened breach by any party of any of the agreements contained herein, that the non-breaching party will suffer irreparable harm and that such non-breaching party shall have no adequate remedy at law. As a result, in the event of any breach or threatened breach by any party of any of the agreements or provisions contained herein, the other party, in addition to all remedies available at law and in equity, shall be entitled to injunctive or other appropriate relief compelling performance of the terms of this Agreement or restraining a party from any action in violation of the terms hereof; provided that the foregoing shall not be construed as prohibiting a party from pursuing any other available remedies, including the recovery of damages.

e. In addition to all other remedies available at law, in equity, and provided herein, upon the failure of a breaching party to cure a breach of or default in this Agreement

within the cure periods described in Paragraph 6a. above, the non-breaching party shall have the right, but not the obligation, to perform such obligations contained in this Agreement on behalf of the breaching party and be reimbursed by the breaching party for the reasonable costs thereof.

f. Except as otherwise specifically provided herein, no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement, and all remedies at law or in equity shall be available.

7. **Notices.** All notices, statements, demands or other communications ("notice(s)") to be given under or pursuant to this Agreement, or which a party hereto may wish to give, must be in writing, addressed to the other party at its address as provided below, and delivered in person, by facsimile transmission or by certified or registered mail, return receipt requested and postage prepaid. Such notice will be deemed to have been delivered on the date of hand delivery, on the date of delivery by facsimile transmission (unless such delivery is made on a non-business day or on any day after 5 p.m., in which event delivery will be deemed to have been made on the following business day) or on the day of delivery when mailed as aforesaid (which would also be the day receipt is rejected), as the case may be. Any party may from time to time change its address or facsimile number for receipt of notices by sending a notice to the other parties specifying such new information.

To: Palm Frond Marina, LLC
250 South Central Boulevard, Suite #207
Jupiter, Florida 33458
(561) 354-0200, X211 (phone)
(561) 354-0174 (facsimile)

To: River Forest Property Owners Association, Inc.
250 South Central Boulevard, Suite #207
Jupiter, Florida 33458
(561) 354-0200, X211 (phone)
(561) 354-0174 (facsimile)

To: River Marina Estates Homeowners Inc.
c/o Michael J. Smolak
1013 N. State Road 7
Royal Palm Beach, Florida 33411
(561) 790-0202 (phone)
(561) 790-4825 (facsimile)

8. **Miscellaneous.**

a. The Palm Frond Property shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all of any portion of the Palm Frond Property which is illegal.

b. Notwithstanding the fact that the Palm Frond Property may be owned by the same person(s) or entity(ies), no merger of title of the dominant and subservient estates shall occur and this Agreement and the rights and obligations set forth herein shall continue in full force and effect unless this Agreement is specifically modified to the contrary.

c. The Palm Frond Property shall be hereafter owned, sold, conveyed, improved, encumbered, hypothecated, leased, demised and occupied, all subject to the restrictions, easements, reservations, conditions, regulations, burdens, liens, equitable servitudes and all other provisions of this Agreement as hereinafter set forth, which shall run with, benefit and burden all of the Palm Frond Property, and shall be binding on all parties having any right, title or interest in the Palm Frond Property, or any portion thereof, including the parties' heirs, personal representatives, successors and assigns.

d. River Forest POA and Estates HOA agree to execute any documents or instruments required by any governmental or quasi-governmental agency or entity to make the easements granted hereby more effective or render the easements in conformance with the applicable requirements for the development of the Palm Frond Property.

e. This Agreement and the easements, rights, obligations and liabilities created herein shall be perpetual to the extent permitted by law.

f. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Palm Frond Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns, that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

g. This Agreement will be construed in accordance with the laws of the State of Florida. This Agreement will not be construed more strongly against either party regardless of which party is responsible for its preparation.

h. Time is of the essence. Any time periods provided for herein which ends on a Saturday, Sunday or a legal holiday will extend to 5:00 p.m. of the next business day.

i. In connection with any litigation arising out of this Agreement, including, without limitation, all trial, appellate and post-judgment proceedings, the prevailing party will be entitled to recover reasonable attorneys' fees and costs. Venue of any litigation arising in connection with this Agreement will be in Martin County, Florida.

j. This Agreement contains all the terms, promises, covenants, conditions and representations made by or entered into by and between the parties hereto, and supersedes all prior discussions and agreements, whether written or oral

k. If any portion of this Agreement is determined to be unlawful, the remaining portions will remain in full force and effect as if such unlawful portion(s) did not appear herein.

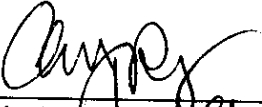
l. For purposes of performance, the date of this Agreement (the "Effective Date") will be the date when this Agreement is executed by all of the parties hereto without any change or amendment to this Agreement as presented.

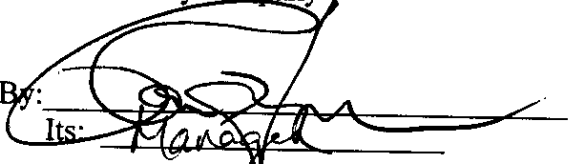
m. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, will be deemed an original, but all such counterparts will constitute one and the same agreement. Any signature delivered by a party by facsimile transmission will be deemed to be an original signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered on the Effective Date.

Signed, sealed and delivered
in the presence of:

PALM,
FROND MARINA, LLC a Florida
limited liability company

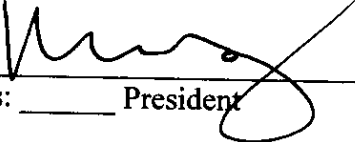

(Print Name: Cheryl Y. Perry)

By: 
Its: Manager
July 12, 2005

Katherine Burns
(Print Name: Katherine Burns)

RIVER FOREST PROPERTY OWNERS
ASSOCIATION, INC., a Florida not-for-
profit corporation

Cheryl O'Grady
(Print Name: CHERYL O'GRADY)

By: 
Its: President

Victor Garcia
(Print Name: VICTOR GARCIA)

(SEAL)
7/8, 2005

RIVER MARINA ESTATES
HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

[Signature]
(Print Name: Ann Rodgers)

[Signature]
(Print Name: Stacey Arzinska)

By [Signature]
Its: X President

(SEAL)

July 7, 2005

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS:

The foregoing instrument was acknowledged before me this 7 day of July, 2005, by Robert W. Drews, the Pres of Palm Front River Marina, LLC, a Florida limited liability company, on behalf of the limited liability company, Marina Estates () who is personally known to me OR () who produced _____ as identification.

Homeowners
association

[Signature]
Notary Signature



[Signature]
Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF Martin) SS:

The foregoing instrument was acknowledged before me this 8th day of July, 2005, by Karen Gordon, the _____ President of River Forest Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, () who is personally known to me OR () who produced _____ as identification.

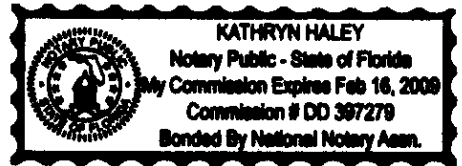
Kathryn Haley
Notary Signature

Kathryn Haley
Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS:

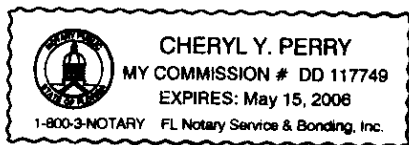


marina, llc The foregoing instrument was acknowledged before me this 12 day of July, 2005, by Ronald H. Hyman the Mgr President of River Palm Frond Marina Estates Homeowners Association Inc., a Florida not-for-profit corporation, on behalf of the corporation, (X) who is personally known to me OR () who produced n/a as identification.

Cheryl Y. Perry
Notary Signature

Cheryl Y. Perry
Print Notary Name

NOTARY PUBLIC
State of Florida at Large 5/15/06
My Commission Expires:



PALM FROND PROPERTYParcel 1

A parcel of land being a portion of the Plat of St. Lucie Falls as recorded in Plat Book 12, page 48 of the Public Records of Palm Beach County, now Martin County, Florida. Said parcel being more particularly described as follows:

Begin at the intersection of a line parallel to and 93.0 feet North of the North right of way line of Seventh Street with the Southerly extension of the Westerly right of way line of St. Lucie Boulevard as shown on said Plat of St. Lucie Falls, proceed thence N 89° 37' 18" W, along said parallel line lying 93.0 feet North of the North right of way line of Seventh Street, a distance of 429.39 feet to a point of the Easterly Right of Way line of the St. Lucie Canal; thence N 31° 24' 07" E, along said Easterly right of way line of the St. Lucie canal, a distance of 424.75 feet; thence S 58° 35' 53" E, a distance of 21.06 feet; thence S 30° 40' 37" W, a distance of 49.74 feet; thence S 41° 19' 52" W, a distance of 84.06 feet; thence S 09° 49' 18" W, a distance of 46.04 feet; thence S 24° 34' 28" E, a distance of 43.54 feet; thence S 63° 04' 15" E, a distance of 44.92 feet; thence S 85° 17' 52" E, a distance of 71.56 feet; thence S 89° 24' 15" E, a distance of 115.94 feet; thence S 85° 07' 01" E, a distance of 72.97 feet; thence N 81° 12' 28" E, a distance of 50.71 feet; thence N 48° 33' 53" E, a distance of 46.80 feet; thence N 06° 33' 22" E, a distance of 24.49 feet; thence N 16° 36' 50" W, a distance of 25.53 feet; thence N 08° 36' 31" W, a distance of 70.84 feet; thence N 72° 10' 25" E, a distance of 155.31 feet to a point on the Southwesterly right of way line of Pennsylvania Avenue, thence S 31° 50' 18" E, along said Southwesterly right of way line, a distance of 253.75 feet to the point of curvature of a curve concave to the Southwest, having a radius of 434.75 feet; thence Southeasterly along the arc of said curve, through a central angle of 17° 35' 59", a distance of 133.54 feet to a point on said parallel line lying 93.0 feet North of the North right of way line of Seventh Street; thence N 89° 37' 04" W, along said parallel line, a distance of 443.16 feet to the point of beginning.

Together with

Parcel 2

That portion of St. Lucie Falls subdivision lying Westerly of Easterly Right of way of St. Lucie Canal and Easterly of Canal Shoreline and Northerly of following line: Beginning at point on a line 93 degrees North of North right of way of Versailles Terrace (f/k/a Seventh Street) where it intersects Easterly right of way of St. Lucie Canal-run perpendicular to Canal right of way to shoreline and terminus of line.

Exhibit A

ESTATES COMMUNITY

ALL THAT PART OF ST. LUCIE FALLS, AS FILED JUNE 17, 1925, IN PLAT BOOK 12, PAGE 48, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, LYING WESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

SAID LINE BEGINNING ON THE WESTERLY LINE OF LOT 35 OF BLOCK 4 OF SAID ST. LUCIE FALLS SUBDIVISION 10 FEET NORTHERLY OF SOUTHWESTERLY CORNER OF SAID LOT 35 AT A CONCRETE MARKER; THENCE PROCEED NORTHERLY ALONG THE WESTERLY LINE OF LOTS 35 AND 1 IN BLOCK 4, AND CONTINUING NORTHERLY ALONG THE WESTERLY LINES OF LOTS 24 AND 1 IN BLOCKS 11, 15, 23, 28 AND 37 AND CONTINUING NORTHERLY ALONG THE WESTERLY LINES OF LOTS 1 AND 19 OF BLOCK 40 AND THE CONTINUATION THEREOF FOR A DISTANCE OF 33.88 FEET NORTHERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 1, BLOCK 40 TO A POINT OF CURVE TO THE WEST; SAID POINT OF CURVE BEING 2003.88 FEET NORTHERLY OF THE POINT OF BEGINNING AS MEASURED ALONG THE AFOREMENTIONED LOT LINES; THENCE CONTINUE NORTHWESTERLY FROM SAID POINT OF CURVE ALONG THE ARC OF A CURVE WITH A CENTRAL ANGLE OF 32-05'00", RADIUS OF 434.75 FEET, AND A TANGENT DISTANCE OF 125.0 FEET, FOR AN ARC DISTANCE OF 110.80 FEET TO A POINT; THENCE PROCEED WESTERLY ALONG A LINE PARALLEL TO AND 93.0 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SEVENTH STREET AS SHOWN ON SAID ST. LUCIE FALLS PLAT FOR A DISTANCE OF 871.23 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE ST. LUCIE CANAL; THENCE PROCEED NORTHWESTERLY ALONG A LINE PERPENDICULAR TO SAID CANAL RIGHT-OF-WAY LINE FOR A DISTANCE OF 240 FEET, MORE OR LESS, THE EAST SHORE LINE OF THE ST. LUCIE CANAL

EXCEPTING THEREFROM: 1) LOT 7, BLOCK 1, ST. LUCIE FALLS, AFORESAID; 2) THAT PARCEL OF LAND PREVIOUSLY CONVEYED TO TRANS-STATE DREDGE COMPANY AS RECORDED IN OFFICIAL RECORDS BOOK 119, PAGE 29; 3) COUNTY ROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 110, PAGE 525; 4) STATE ROAD RIGHT-OF-WAY FOR STATE ROAD NO. 78A; 5) THE ARUNDEL CORPORATION PROPERTY AS IT IS SHOWN ON THE PLAT OF ST. LUCIE FALLS SUBDIVISION; 6) THAT PARCEL OF LAND CONVEYED TO FOSTER MARINE CONTRACTORS, INC. AS RECORDED IN OFFICIAL RECORDS BOOK 308, PAGE 421; 7) THAT PARCEL CONVEYED TO MARTIN COUNTY AS RECORDED IN OFFICIAL RECORDS BOOK 723, PAGE 1389; AND 8) THAT PARCEL CONVEYED TO SOUTH ATLANTIC EQUIPMENT COMPANY, A NORTH CAROLINA CORPORATION AS RECORDED IN OFFICIAL RECORDS BOOK 815, PAGE 1328.

FURTHER LESS AND EXCEPTING THEREFROM:

ALL LANDS LYING WESTERLY OF A LINE BEING THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF TRANS-STATE DREDGING COMPANY PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 119, PAGE 29, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID LINE INTERSECTING A LINE 50 FEET NORTHERLY OF THE SOUTH LINE OF SECTION 12, TOWNSHIP 39 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA.

Exhibit B

RECREATIONAL FACILITIES

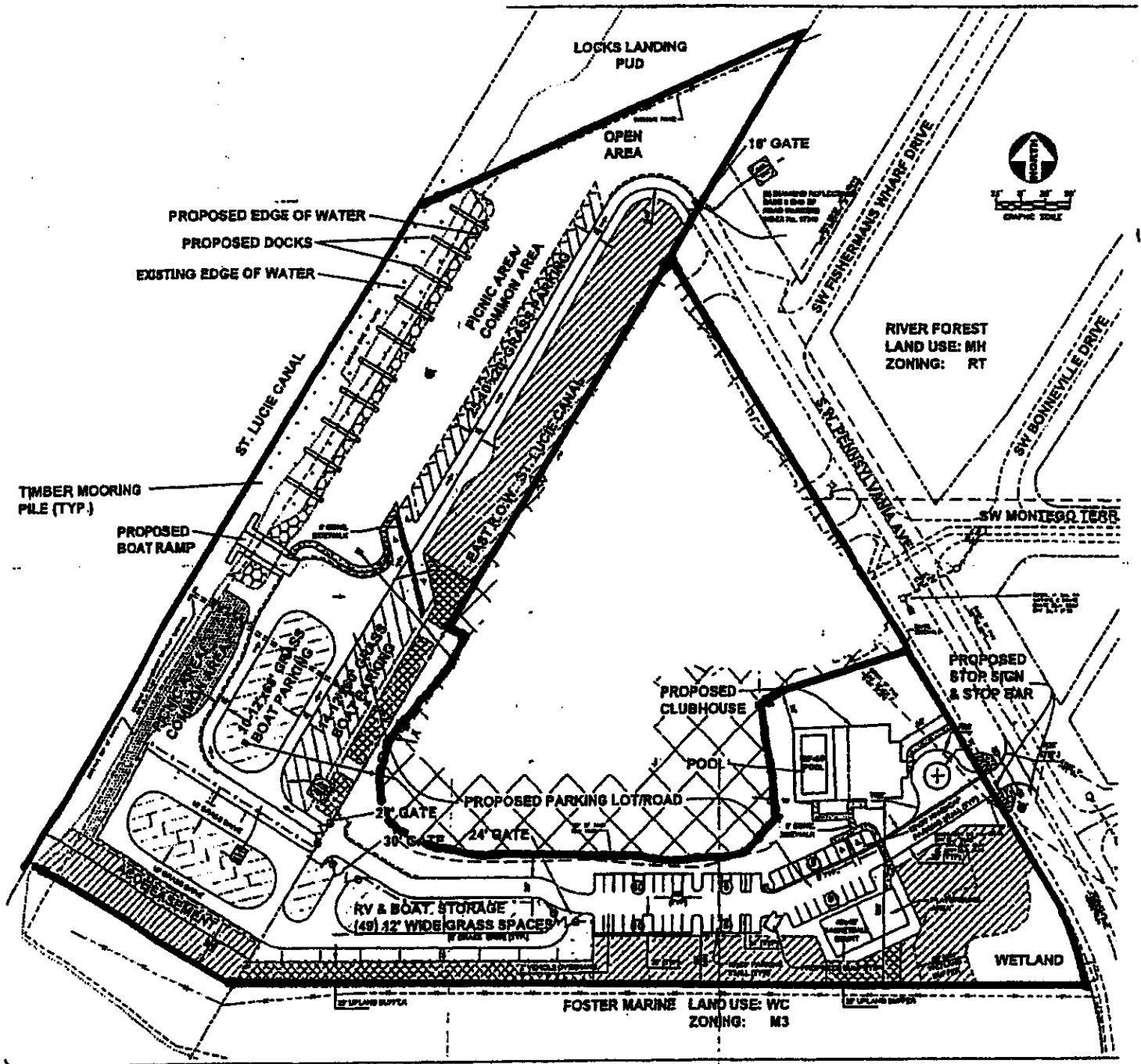


Exhibit C

RECREATIONAL FACILITIES ROADWAY PROPERTY

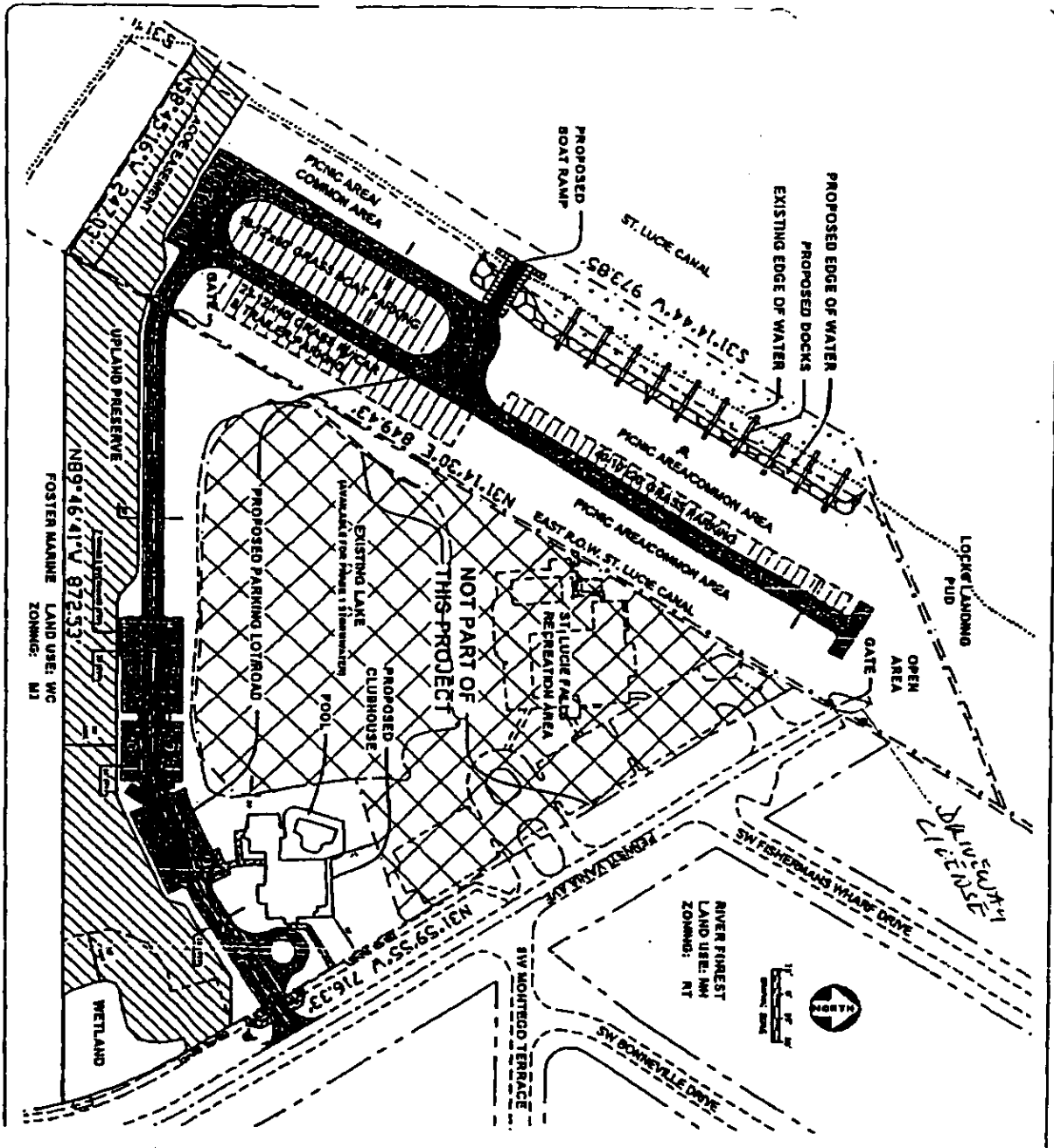



Exhibit D

DOCK AREA/DOCK PARKING AREA

 **ARCADIS** LNW
Lawson, Noble & Webb, Inc.
 ENGINEERS • PLANNERS • SURVEYORS
 420 Columbia Dr Suite 110, West Palm Beach, FL 33409
 (561) 684-6686 • fax: (561) 684-1812 • Web: www.lnw-inc.com
 West Palm Beach • Port St. Lucie • Orlando • Vero Beach
 EB 3432 / LB 6674

SKETCH OF BOUNDARY SURVEY**LAND DESCRIPTION: DOCK AREA**

A PARCEL OF LAND BEING A PORTION OF THE PLAT OF ST. LUCIE FALLS AS RECORDED IN PLAT BOOK 12, PAGE 48 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, NOW MARTIN COUNTY, FLORIDA, LYING WITHIN SECTION 12, TOWNSHIP 39 SOUTH, RANGE 40 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF A LINE PARALLEL TO AND 93.00 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SEVENTH STREET WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY LINE OF ST. LUCIE BOULEVARD AS SHOWN ON SAID PLAT OF ST. LUCIE FALLS, SAID POINT BEING ON THE SOUTH LINE OF TRACT "B" ACCORDING TO OFFICIAL RECORDS BOOK 1672, PAGE 2008 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 89°37'04" WEST, ALONG SAID PARALLEL AND SOUTH LINE, A DISTANCE OF 478.22 FEET TO POINT ON THE EAST RIGHT-OF-WAY LINE OF THE ST. LUCIE CANAL; THENCE NORTH 58°34'47" WEST, A DISTANCE OF 247.03 FEET TO THE APPROXIMATE SHORELINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1653, PAGE 2892 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 31°24'21" EAST, ALONG SAID SHORELINE THROUGH THE FOLLOWING TWO COURSED, A DISTANCE OF 441.01 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 31°24'21" EAST, A DISTANCE OF 318.71 FEET TO A POINT ON THE NORTH LINE OF SAID ST. LUCIE FALLS (ALSO BEING THE SOUTH LINE OF GOVERNMENT LOT 5 & OLD SOUTH LINE OF HANSON GRANT); THENCE NORTH 66°40'15" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 38.41 FEET; THENCE SOUTH 58°45'30" EAST, A DISTANCE OF 49.88 FEET; THENCE SOUTH 31°14'44" WEST, A DISTANCE OF 350.00 FEET; THENCE NORTH 58°45'30" WEST, A DISTANCE OF 73.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.57 ACRES, MORE OR LESS.

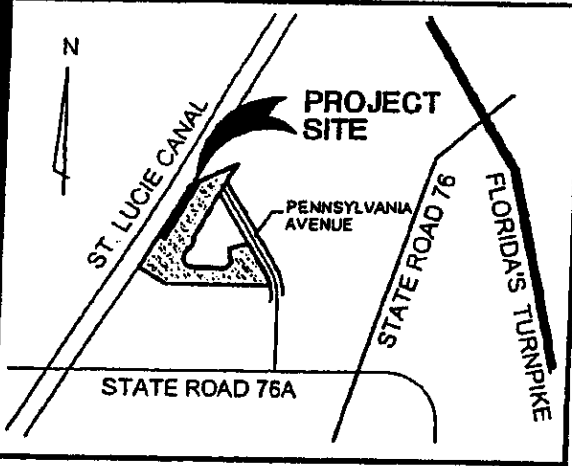
BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SAID TRACT "B", HAVING A BEARING OF NORTH 89°37'04" WEST. ALL BEARINGS ARE RELATIVE THERETO.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD

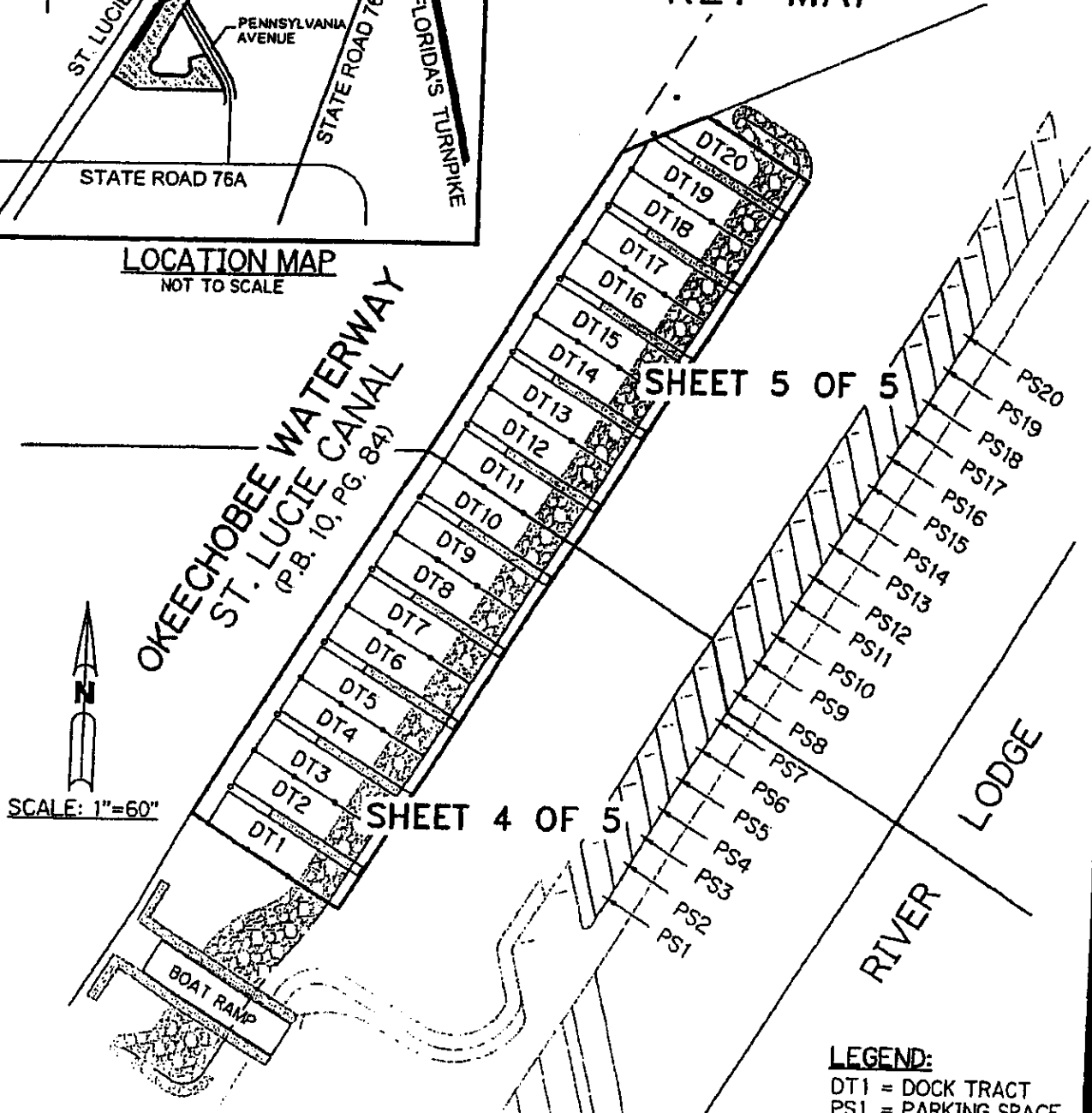
Exhibit E

Exhibit E

ARCADIS LNW
Lawson, Noble & Webb, Inc.
 ENGINEERS • PLANNERS • SURVEYORS
 420 Columbia Dr. Suite 110, West Palm Beach, FL 33409
 (561) 684-6688 • fax: (561) 684-1812 • Web: www.lnw-inc.com
 West Palm Beach • Port St. Lucie • Orlando • Vero Beach
 EB 3492 / LB 8874



SKETCH OF BOUNDARY SURVEY KEY MAP



SCALE: 1"=60'

LEGEND:
 DT1 = DOCK TRACT
 PS1 = PARKING SPACE

ARCADIS LNW
Lawson, Noble & Webb, Inc.
 ENGINEERS • PLANNERS • SURVEYORS
 420 Columbia Dr Suite 110, West Palm Beach FL 33409
 (561) 684-6666 • fax: (561) 684-1812 • Web: www.lnw-inc.com
 West Palm Beach • Port St. Lucie • Orlando • Vero Beach
 EB 3432 / LB 6674

SKETCH OF BOUNDARY SURVEY

LAND DESCRIPTION: PARKING AREA

A PARCEL OF LAND BEING A PORTION OF THE PLAT OF ST. LUCIE FALLS AS RECORDED IN PLAT BOOK 12, PAGE 48 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, NOW MARTIN COUNTY, FLORIDA, LYING WITHIN SECTION 12, TOWNSHIP 39 SOUTH, RANGE 40 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

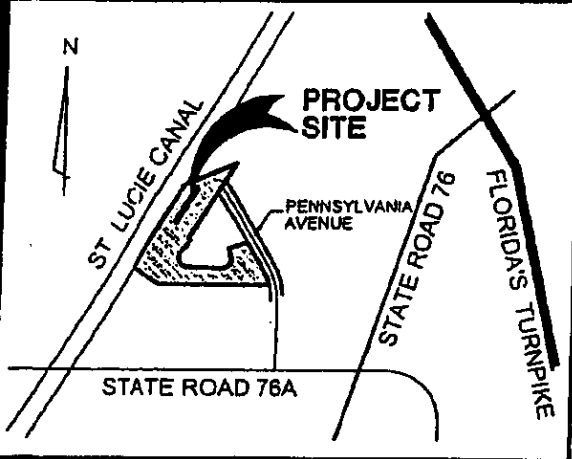
COMMENCE AT THE INTERSECTION OF A LINE PARALLEL TO AND 93.00 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SEVENTH STREET WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY LINE OF ST. LUCIE BOULEVARD AS SHOWN ON SAID PLAT OF ST. LUCIE FALLS, SAID POINT BEING ON THE SOUTH LINE OF TRACT "B" ACCORDING TO OFFICIAL RECORDS BOOK 1671, PAGE 2008 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 89°37'04" WEST, A DISTANCE OF 478.22 FEET TO POINT ON THE EAST RIGHT-OF-WAY LINE OF THE ST. LUCIE CANAL; THENCE NORTH 31°25'13" EAST, ALONG SAID EAST LINE, A DISTANCE OF 494.47 FEET; THENCE NORTH 58°34'47" WEST, A DISTANCE OF 83.27 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 13°45'30" WEST, A DISTANCE OF 30.81 FEET; THENCE NORTH 31°14'30" EAST, A DISTANCE OF 282.84 FEET; THENCE SOUTH 13°45'30" EAST, A DISTANCE OF 30.81 FEET; THENCE SOUTH 31°14'30" WEST, A DISTANCE OF 282.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.141 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SAID TRACT "B", HAVING A BEARING OF NORTH 89°37'04" WEST. ALL BEARINGS ARE RELATIVE THERETO.

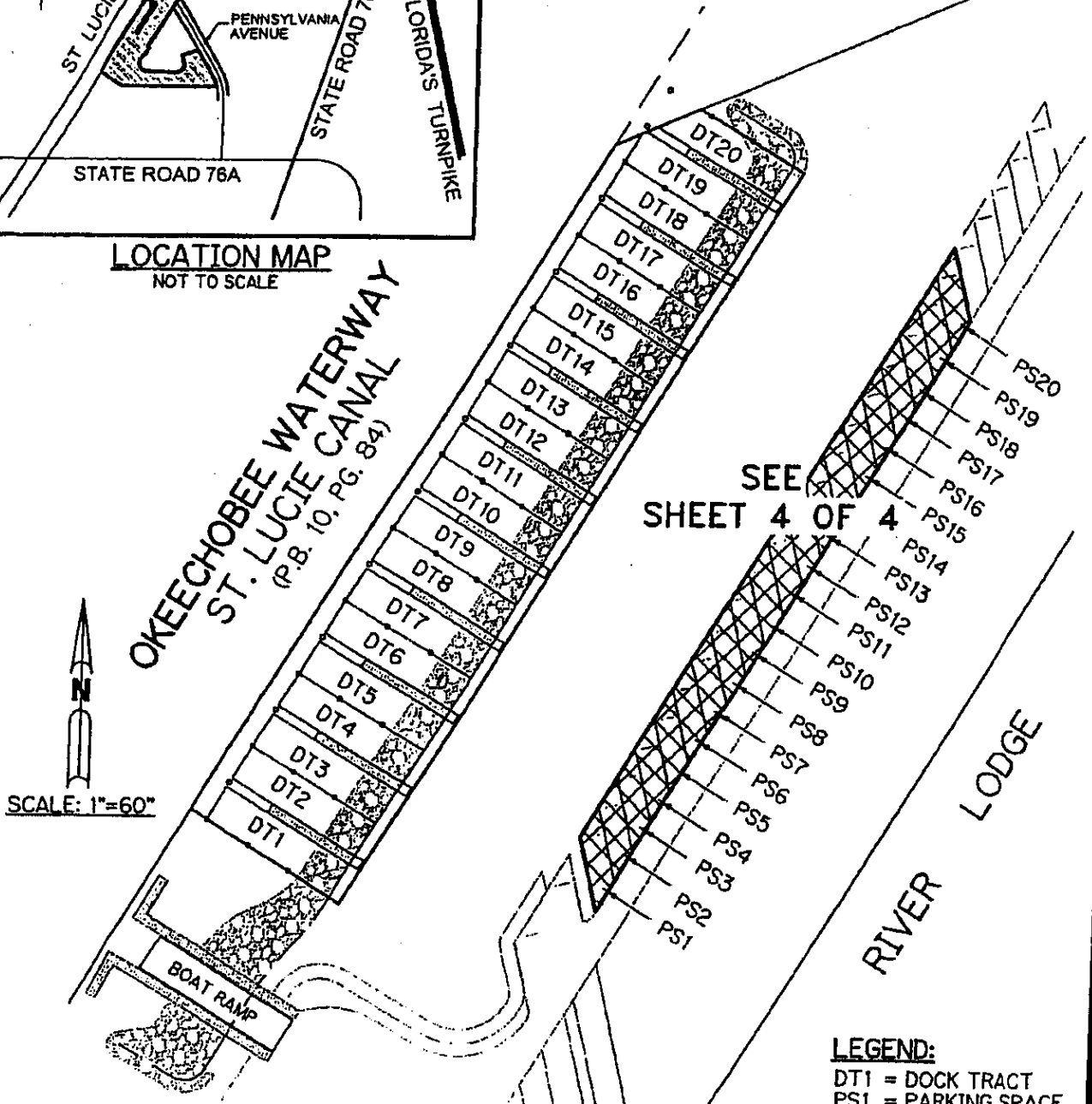
SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

ARCADIS LNW
Lawson, Noble & Webb, Inc.
 ENGINEERS • PLANNERS • SURVEYORS
 420 Columbia Dr Suite 110, West Palm Beach FL 33409
 (561) 684-6686 • fax: (561) 684-1812 • Web: www.lnw-inc.com
 West Palm Beach • Port St. Lucie • Orlando • Vero Beach
 EB 3432 / LB 8674



LOCATION MAP
 NOT TO SCALE

SKETCH OF BOUNDARY SURVEY KEY MAP



SCALE: 1"=60'

SEE SHEET 4 OF 4

LEGEND:
 DT1 = DOCK TRACT
 PS1 = PARKING SPACE