

THIS INSTRUMENT PREPARED BY:

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A Portion of Tax Parcel Number:
3333-800-0001-000/5

SPECIAL WARRANTY DEED
(Verano, Crosstown Parkway ROW)

This **SPECIAL WARRANTY DEED** dated this 27 day of July, 2022, by **MATTAMY PALM BEACH LLC**, a Delaware limited liability company, whose mailing address is 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, FL 33426 ("**Grantor**") to **CITY OF PORT ST. LUCIE, FLORIDA**, a Florida municipal corporation, whose mailing address is 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984-5099 ("**Grantee**").

(Whenever used herein the terms Grantor and Grantee shall include the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, wherever the context so admits or requires)

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to said Grantee's successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie, State of Florida, to wit:

SEE **EXHIBIT "A"** ATTACHED HERETO (the "**Property**").

SUBJECT TO: (a) taxes and assessments for the year 2022 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; (c) conditions, restrictions, limitations, easements and other matters of record, if any, but this reference shall not operate to re-impose any of the same; (d) rights of any parties in possession of the Property, if any; (e) matters which would be disclosed by an accurate survey of the Property.

Grantee's acceptance of title to the Property subject to any condition, restriction, limitation or other matter of record, however, shall not be construed as a waiver by Grantee of its claim of exemption, as a government purchaser, to the enforcement of any such condition, restriction, limitation or other matter of record against Grantee pursuant to Ryan v. Manalapan, 414 So.2d 193 (Fla. 1982).

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

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

AND GRANTOR for the Property, hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property to Grantee; that Grantor specially warrants the title to the Property subject to the foregoing matters and will defend the same against the lawful claims of all persons claiming by, through or under Grantor but no others.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its property officers thereunto duly authorized the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

Signed, sealed and delivered in the presence of:

MATTAMY PALM BEACH LLC,
a Delaware limited liability company

Jason Corp

Witness 1 Signature

Jason Corp

Witness 1 Print Name

Laura Meyer

Witness 2 Signature

Laura Meyer

Witness 2 Print Name

By:

Anthony J. Palumbo, III, Division Vice President

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 27th day of July, 2022, by Anthony J. Palumbo, III, as Division Vice President of MATTAMY PALM BEACH LLC, a Delaware limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ has produced _____ as identification.



Laura Meyer

Notary Public

Laura Meyer

Typed, printed or stamped name of Notary Public

My Commission Expires:

4/12/2024

EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF OPEN SPACE TRACT 1, TRADITION PLAT NO. 32, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 62, PAGES 5 THROUGH 9, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING A PORTION OF O.L. PEACOCK CANAL PARCEL, ACCORDING TO THE OFFICIAL RECORD BOOK 1745, PAGES 1955 THROUGH 1972, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWESTERLY CORNER OF TRACT R-32 OF TRADITION PLAT NO. 32, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 62, PAGES 5 THROUGH 9, INCLUSIVE, OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING A POINT OF CURVATURE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 1475.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 01°10'52" WEST; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°44'13", A DISTANCE OF 121.95 FEET TO A POINT OF TANGENCY; THENCE NORTH 86°26'39" WEST, A DISTANCE OF 309.33 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1425.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°19'24", A DISTANCE OF 331.36 FEET TO A POINT OF NON-TANGENCY, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE NORTHERLY LIMITS OF O.L. PEACOCK CANAL PARCEL, AS RECORDED IN OFFICIAL RECORD BOOK 1745, PAGES 1955 THROUGH 1972, INCLUSIVE, OF SAID PUBLIC RECORDS; THE FOLLOWING TWO (2) COURSES BEING BY SAID NORTHERLY LIMITS OF O.L. PEACOCK CANAL PARCEL; (1) THENCE NORTH 74°54'36" EAST, A DISTANCE OF 197.87 FEET; (2) THENCE NORTH 76°11'52" EAST, A DISTANCE OF 419.21 FEET; THENCE SOUTH 86°26'39" EAST, DEPARTING SAID NORTHERLY LIMITS OF O.L. PEACOCK CANAL PARCEL, A DISTANCE OF 50.11 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LIMITS OF ACCESS AND UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 3156, PAGES 1262 THROUGH 1275, INCLUSIVE, OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 1325.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 03°32'43" EAST; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°24'27", A DISTANCE OF 194.43 FEET TO A POINT NON-TANGENCY; SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE NORTHWESTERLY BOUNDARY LINE OF TRADITION PLAT NO. 32, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 62, PAGES 5 THROUGH 9, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE SOUTH 76°03'51" WEST, DEPARTING SAID SOUTHERLY LIMITS OF ACCESS AND UTILITY EASEMENT, A DISTANCE OF 87.41 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LIMITS OF TRACT R-32 OF SAID PLAT OF TRADITION PLAT NO. 32; THENCE SOUTH 01°21'48" EAST, DEPARTING SAID NORTHWESTERLY BOUNDARY LINE OF TRADITION PLAT NO. 32, AND ALONG THE WESTERLY LIMITS OF TRACT R-32, A DISTANCE OF 133.44 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 63,412 SQUARE FEET OR 1.455 ACRES, MORE OR LESS.