

Prepared by and return to:
Stefanie Beskovoyne
Deputy City Attorney
City Attorney's Office
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

SIDEWALK EASEMENT AGREEMENT

THIS INDENTURE made and entered into this _____ day of _____, 2021 (hereinafter "Effective Date") by and between **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 ("Grantor"), and **ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, whose mailing address is 2300 Virginia Ave., Fort Pierce, FL 34982 ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors, and assigns.)

WITNESSETH:

That Grantor is the owner in fee simple of that certain real property lying, situate, and being in the City of Port St. Lucie, St. Lucie County, Florida, more particularly described as:

See Exhibit "A," attached hereto and incorporated herein by this reference (pursuant to Warranty Deed dated August 29, 1983, recorded September 16, 1983 in Official Record Book 411 at Page 1193 of the Public Records of St. Lucie County, Florida) (hereinafter the "Property").

Parcel No.: 3416-333-0001-000-6

That Grantor, in consideration of the sum of One and 00/100 (\$1.00) Dollar, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Grantee, its successors and assigns, an exclusive easement in perpetuity for construction and installation of a sidewalk, bicycle/pedestrian handrail, and associated articulating block revetment slope protection for public access purposes (collectively referred to herein as "Improvements"), through, in, under, upon, along, over, and across the following described land in St. Lucie County, Florida, to wit:

See Exhibit "B," Legal Sketch and Description attached hereto and incorporated herein by reference;

(hereinafter, the "Easement"), and which Easement shall run with and be a burden upon the Property. After completion of the construction and installation of the Improvements, maintenance of the Improvements shall be the responsibility of the Grantor in accordance with the "Inter-local Agreement

for County roads located within the municipality of Port St. Lucie” effective July 1, 1982, and attached hereto as Exhibit “C” (hereinafter “Interlocal”).

Grantor hereby reserves for itself, its successors and assigns, the right to use the Easement for purposes not inconsistent with the Easement granted herein, including without limitation, the right of ingress, egress and passage by Grantor, its employees, agents, customers, and invitees, over, across, and through the Easement.

Grantor further grants to the Grantee, its agents, employees, contractors and assigns, a perpetual, non-exclusive easement for ingress, egress and access upon, over and across the Property to allow the Grantee to fully exercise its rights within the Easement.

The undersigned hereby covenant and warrant that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant this Easement.

SIGNATURE PAGE FOLLOWS

The signatories are duly authorized to bind their respective entities, and this Easement Agreement is effective when fully executed as indicated on the date above:

Signed, sealed and delivered
in the presence of:

GRANTOR:
CITY OF PORT ST. LUCIE,
a Florida municipal corporation

WITNESSES:

Sign: _____

By: _____
Gregory J. Oravec, Mayor

Print Name: _____

Sign: _____

Print Name: _____

APPROVED AS TO FORM
BY THE CITY ATTORNEY'S OFFICE

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2021, by Gregory J. Oravec as Mayor of City of Port St. Lucie who is () personally known to me.

Notary Public

NOTARY SEAL

Typed, printed or stamped name of
Notary Public

Agreed to and Accepted by:
GRANTEE:
**ST. LUCIE COUNTY BOARD OF
COUNTY COMMISSIONERS,** a Political
subdivision in the State of Florida

By: _____
Chris Dzadoovsky, Chair

tabbies

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WARRANTY DEED FROM CORPORATION

RAMCO FORM A-3 (PHOTOSTAT)

623937

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This Warranty Deed Made and executed the 29th day of August 1983 by GENERAL DEVELOPMENT CORPORATION

A. D. 1983 by

a corporation existing under the laws of Delaware and having its principal place of business at 1111 So. Bayshore Drive, Miami, Florida 33131 hereinafter called the grantor, to CITY OF PORT ST. LUCIE, a Florida municipal corporation

whose postoffice address is City Hall Plaza Port St. Lucie, Florida 33452 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in St. Lucie County, Florida, viz:

A portion of Ocean Breeze Waterway consisting of The South 110.00 feet of Section 16, Township 36 South, Range 40 East, lying West of the Northwesterly prolongation of the Easterly right-of-way line of Cove Waterway as shown on the plat of Port St. Lucie Section Twenty-Six as recorded in Plat Book 14 at Page 4 of the Public Records of St. Lucie County, Florida, lying and being in the City of Port St. Lucie, St. Lucie County, Florida.

This Deed is executed subject to taxes assessed for the year 1983 and all subsequent years and to conditions, limitations and restrictions of record.

THIS BEING A DONATION, THE CONSIDERATION IS SUCH THAT NO DOCUMENTARY STAMPS ARE REQUIRED. HOWEVER, IT IS UNDERSTOOD AND AGREED BY AND BETWEEN GRANTOR AND GRANTEE THAT USE OF THE SUBJECT PROPERTY SHALL BE RESTRICTED TO DRAINAGE OR WATERWAY USE. IN THE EVENT GRANTEE CEASES OR ABANDONS THE USE OF THE SUBJECT PROPERTY FOR SUCH PURPOSES, THEN IN SUCH EVENT THE PROPERTY SHALL BE FORTHWITH RECONVEYED TO GRANTOR.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; 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 whomsoever; and that said land is free of all encumbrances

SEP 16 PM 1:23

623937

In Witness Whereof

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

ATTEST: SAUL J. SACK, Assistant Secretary

GENERAL DEVELOPMENT CORPORATION

Signed, sealed and delivered in the presence of:

Anne McLean Auguste M. Rodely

By JACK G. O'NEAL, Sr. Vice President

STATE OF FLORIDA COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JACK G. O'NEAL and SAUL J. SACK Sr. Vice

well known to me to be the President and Asst. Secretary respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of August, A. D. 1983

411 PAGE 1193

This Instrument prepared by: Address ALBERT L. HUSEN, Attorney at Law 1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33131

NOTARY PUBLIC STATE OF FLORIDA BONDED THRU GENERAL INSURANCE COMPANY MY COMMISSION EXPIRES JULY 24 1986

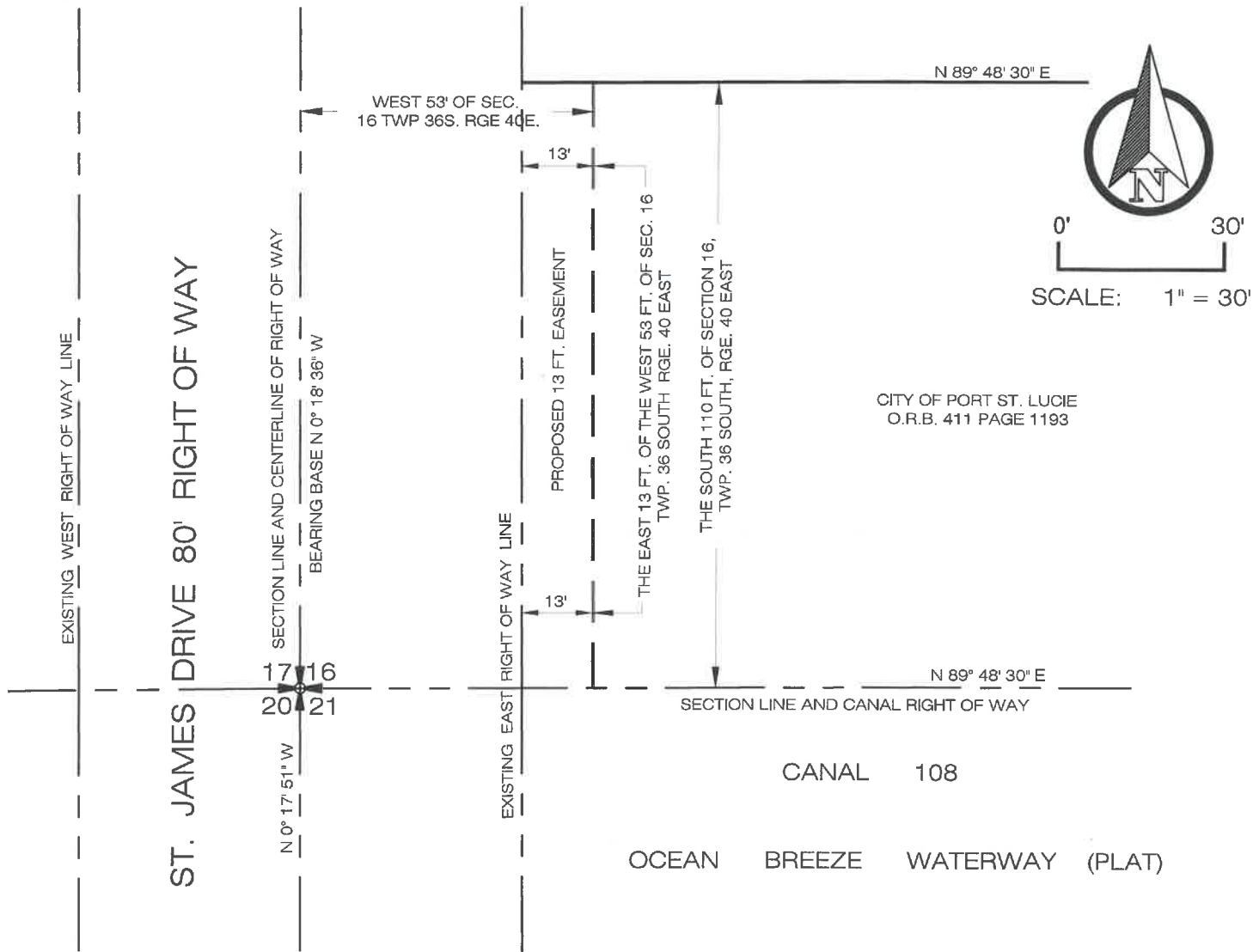
EXHIBIT "B", LEGAL SKETCH AND DESCRIPTION

"This is not a boundary survey"

DESCRIPTION

Being a parcel of land for a sidewalk easement, located in Section 16, Township 36 South, Range 40 East, St. Lucie County, Florida, and also lying in the City of Port St. Lucie and being a portion of the Plat of Port St. Lucie Section 43, filed in Plat Book 16, Page 15 of the public records of St. Lucie County, Florida, being more particularly described as follows:

The East 13 ft. of the West 53 ft. of the South 110 ft. of Section 16, Township 36 South, Range 40 East, less and except the Right of Way for St. James Drive, St. Lucie County, Florida, and lying in the City of Port St. Lucie. Also being a portion of lands described in O.R.B. 411 at page 1193, of the Public Records of St. Lucie County, FL.



CITY OF PORT ST. LUCIE
O.R.B. 411 PAGE 1193

SURVEYORS NOTES

This is not a boundary survey.

The above legal description was prepared by the undersigned surveyor and mapper.

Bearing base is per the Plat of Port St Lucie Section 43, and is referenced to the East Line of Section 17, Township 36 South, Range 40 East, which bears N 0°18' 36" E.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL, RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

LEGEND / ABBREVIATIONS

- POB = Point of Beginning
- POC = Point of Commencement
- ID = Identification
- ORB = Official Record Book
- PG = Page
- SEC = Section
- TWP = Township
- RGE = Range

CERTIFICATE: I hereby certify that the sketch of legal description represented hereon, dated this 26th day of February, 2021, is true and correct to the best of my knowledge and belief, and meets the Standards of Practice set forth by the Florida Board of Surveyors and Mappers in Chapter 5J-17.052, Florida Administrative Code, pursuant to Section 472.072 Florida Statutes.

John B. Wilbon Jr.
JOHN B. WILBON Jr. 3/16/2021
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA NO. 3916

SHEET NO.
1 OF 1



BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA
PUBLIC WORKS DEPT., ENGINEERING DIVISION
SURVEY SECTION
2300 VIRGINIA AVE., FORT PIERCE, FLORIDA, 34982
TELEPHONE 462-1707

SKETCH		
CHK.	DSA	DATE
DRAWN	JBW	2/26/21

REVISIONS			
NO.	DATE	SUBJECT	BY
1	3/11/21	CHANGE TITLE	JBW
2	3/16/21	REV. EASEMENT	JBW

INTER-LOCAL AGREEMENTCounty Roads located within the municipality of Port St. Lucie

WHEREAS, St. Lucie County presently maintains certain roads heretofore designated as State Highways, and

WHEREAS, portions of said roads are located within the corporate limits of the municipality located within St. Lucie County, and

WHEREAS, certain streets presently maintained by the municipality have been designated by the State to be reclassified as County roads by July 1, 1982, to-wit:

<u>Local Road Name</u>	<u>Description</u> <u>From</u> <u>To</u>	<u>Length</u> <u>(miles)</u>
Airosa Boulevard (St. James Boulevard) <i>DR</i>	Hawley Road Port St. Lucie Boulevard	6.5
Port St. Lucie Boulevard	Sunshine St. U. S. 1 Parkway	4.3
Floresta	Airosa Blvd. Port St. Lucie Blvd.	4.6

WHEREAS, it is necessary that a uniform system for the operation and maintenance of all County roads within the municipality be established.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. County will maintain the roadbed, bridges, curbs, culverts, drains and other drainage appurtenances and shall not include sidewalks and any other ways in existence at the time of transfer that are open to the public within the right of way of the road. The City will issue permits for driveways in accordance with standard County specifications and/or City of Port St. Lucie specifications for width, spacing, etc., whichever is the most restrictive.

2. The City will maintain and provide necessary operation of traffic signals, street lights, street signs and sidewalks.

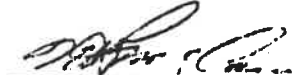
3. Utilities and cablevision will be maintained by the owners, agents or designated agencies thereof. The City will

issue permits but where pavement cuts are required County shall be notified and County concurrence shall be required before permit is issued.

4. The City shall have authority and responsibility to regulate traffic including speed limits, parking prohibition and weight limitation, but where weight limitation is desired, County shall be notified and County concurrence shall be required before weight limitation is imposed.


5. This agreement shall be effective from July 1, 1982 and shall continue from year to year, subject however to mutual consent to amend.

ST. LUCIE COUNTY




W. R. McCain, Chairman

APPROVED AS TO FORM:



Spencer B. Gilbert
City Attorney

CITY OF PORT ST. LUCIE



William B. McChesney, Mayor

ATTEST:



Sandra C. Krause, City Clerk