

This instrument prepared by:  
City Attorney's Office  
City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

**INTERLOCAL AGREEMENT FOR REAL PROPERTY  
CONTRIBUTION FOR PARKING IMPROVEMENTS**

**THIS INTERLOCAL AGREEMENT (“Agreement”)** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the SCHOOL BOARD OF ST. LUCIE COUNTY, Florida the governing body of the School District of St. Lucie County, Florida (“School Board”) and the CITY OF PORT ST. LUCIE, a Florida municipal corporation (“the City”).

**WITNESSETH**

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, permits local governmental units to make the most efficient use of their respective powers by enabling them to cooperate with one another on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the School Board owns certain real property located in St. Lucie County, Florida, and identified as St. Lucie County Property Appraisal Parcel ID: 3420-545-0081-000-4 ce (the “Property”); and

**WHEREAS**, the City is expanding and improving roadway corridors at Floresta Drive (the “Floresta Project”), which improvements are necessary to serve the health, welfare, and safety of the entire community; and

**WHEREAS**, Floresta Elementary School (“School”) is located adjacent to the roadway improvements proposed for the Floresta Project, and the School Board seeks to add additional parking spaces for the School to utilize, as depicted in Exhibit “B”, attached hereto and incorporated herein; and

**WHEREAS**, the City is constructing a round-a-bout to serve the School and community and needs additional right-of-way; and

**WHEREAS**, the additional parking spaces will benefit the School and its community; and

**WHEREAS**, the City is agreeable to constructing the additional parking spaces for the School, in exchange for the School Board conveying the Property to the City; and

**WHEREAS**, the City will be responsible for the design, permitting, and construction of additional parking spaces; and

**WHEREAS**, the School Board will convey the Additional Right-of-Way (Exhibit "A") needed for the Floresta Project to the City;

**NOW, THEREFORE**, for and in consideration of these and other premises, the School Board and the City hereby covenant and agree as follows:

1. Conveyance. The School Board shall convey the Property to the City by deed shown on Exhibit "C".
2. Parking Spaces. The City shall construct the works as depicted on Exhibit "B", including the additional parking spaces.
3. Maintenance. After construction of the additional parking spaces, the School Board will maintain its internal roadway system and the additional parking spaces within the School site.
4. Amendment. This Agreement may only be amended by written document signed by both parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida.
5. Notice. Until further notice by either party to the other, all notices provided for in this Agreement shall be in writing and transmitted by messenger, mail, email, or facsimile transaction, and if to the School Board, shall be transmitted by messenger, mail, email, or facsimile transaction to the School Board at:

E. Wayne Gent, Superintendent  
School Board of St. Lucie County  
9461 Brandywine Lane  
Port St. Lucie, FL 34986

With a copy to:

Barbara L. Sadaka, Esquire, General Counsel  
School Board of St. Lucie County  
9461 Brandywine Lane  
Port St. Lucie, FL 34986

And:

Terence O'Leary, Chief Operating Officer  
School Board of St. Lucie County  
9461 Brandywine Lane  
Port St. Lucie, Florida 34986

To City at:

City Manager  
City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984-5099

With a copy to:

City Attorney  
City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984-5099

6. Recording of Agreement. Upon execution of this Agreement, the School Board shall, at the School Board's expense, cause this Agreement to be recorded with the Clerk of the Circuit Court of St. Lucie County, Florida.
7. Effective Date. This Agreement shall be effective upon filing with the Clerk of the Circuit Court of St. Lucie County, Florida, in accordance with Section 163.01(11), Florida Statutes.
8. Venue. Venue of any action to enforce the terms of this Agreement shall be in St. Lucie County if filed in state court, and in the Southern District of Florida if filed in federal court.
9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the parties with respect thereto.

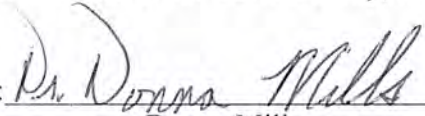
Counterparts. This Agreement may be executed in several counterparts, each of which shall be considered original.

IN WITNESS WHEREOF, the School Board and the City have caused this Agreement to be executed by their duly authorized representatives.

ATTEST:

SCHOOL BOARD:

  
\_\_\_\_\_  
E. Wayne Gent, Superintendent  
and Ex Officio Secretary

School Board of St. Lucie County, Florida  
By:   
\_\_\_\_\_  
Donna Mills  
Chairman

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 12<sup>th</sup> day of April, 2022, by Donna Mills, as Chairman of the School Board of St. Lucie County, Florida and on behalf of the School Board of St. Lucie County, who is  personally known to me, or who has [ ] produced the following identification N/A.



NOTARY SEAL/STAMP

  
Signature of Notary Public

Name: Christine L. Harrison

Notary Public, State of Florida

My Commission expires 8-30-2022

Witnesses:

**CITY:**

CITY OF PORT ST. LUCIE  
a Florida municipal corporation

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Russ Blackburn  
Title: City Manager

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2022, by Russ Blackburn, as City Manager of the City of Port St. Lucie, Florida and on behalf of the City of Port St. Lucie, who is [X] personally known to me, or who has [ ] produced the following identification \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

Name: \_\_\_\_\_

Notary Public, State of Florida  
My Commission expires \_\_\_\_\_

NOTARY SEAL/STAMP

Exhibit A

Legal Description of Right-of-Way Dedication

4 pages to follow

Plat of Port St. Lucie, Section Ten  
 (Section 34, Township 36 S, Range 40 E)  
 4-28-21

Fee Simple Right of Way

Floresta Drive Saint Lucie County

A portion of Tract C, Block 450, PORT ST. LUCIE, SECTION TEN, according to the plat thereof, as recorded in Plat Book 12, Page 49 of the Public Records of Saint Lucie County, Florida, lying in Section 34, Township 36 South, Range 40 East, Saint Lucie County, Florida, being more particularly described as follows:

Commence at the Northeast Corner of said Tract C, said corner being on the Southerly Existing Right of Way line for Bywood Avenue, thence South 89°39'58" West along the Northerly line of said Tract C and the said Southerly Existing Right of Way line, a distance of 180.54 feet to the Point of Beginning; thence South 00°20'02" East, a distance of 8.68 feet; thence South 89°40'57" West, a distance of 326.34 feet; thence North 77°54'06" West, a distance of 40.39 feet to a point on the Southerly existing Right of Way line for Bywood Avenue; thence North 89°39'58" East along the Northerly line of said Tract C and the said Southerly Existing Right of Way line, a distance of 365.79 feet to the Point of Beginning.

Containing 3005 square feet, more or less

AND

Commence at the Northeast Corner of said Tract C, said corner being on the Southerly Existing right-of-way line for Bywood Avenue, thence South 89°39'58" West along the Northerly line of said Tract C and the said Southerly Existing right-of-way line, a distance of 604.02 feet to the Point of Beginning, also being a point on a non-tangent curve concave to the Southeast, having a chord bearing of South 32°01'04" West;

Thence Southwesterly along said curve, having a radius of 38.00 feet, through a central angle of 64°50'54", an arc distance of 43.01 feet; thence South 00°24'23" East, a distance of 89.55 feet to a point on a curve concave to the Northwest, having a chord bearing of South 18°25'15" West; thence Southwesterly along said curve, having a radius of 68.00 feet, through a central angle of 37°39'16", an arc distance of 44.69 feet to a point of reverse curvature concave to the Southeast, having a chord bearing of South 23°11'26" West; thence Southwesterly along said curve, having a radius of 85.50 feet, through a central angle of 28°06'53", an arc distance of 41.95 feet; to the easterly right-of-way line of Floresta Drive, also being a point on a non-tangent curve concave to the West, having a chord bearing of North 01°12'38" East;

Thence Northerly along said curve and the westerly line of Tract C and said easterly right-of-way line, of Floresta Drive, having a radius of 1458.84 feet, through a central angle of 03°05'20", an arc distance of 78.65 feet; thence continue along said west line of Tract C and said east right-of-way line North 00°20'02" West, a distance of 100.00 feet to a point on a curve concave to the Southeast, having a chord bearing of North 44°39'58" East;

Thence Northeasterly along said curve, having a radius of 25.00 feet, through a central angle of 90°00'00", an arc distance of 39.27 feet; to a point on said Southerly right of way line of Bywood Avenue and the North Line of Tract C; thence North 89°39'58" East along the Northerly line of said Tract C and the said Southerly Existing Right of Way line, a distance of 25.26 feet to the Point of Beginning.

Containing 4831 square feet, more or less

Total Containing 7836 square feet, more or less.

			<b>CITY OF PORT ST. LUCIE</b>				
			<b>SPECIFIC PURPOSE SURVEY - NOT A FIELD SURVEY</b>				
			<b>ROAD : FLORESTA DRIVE</b>		<b>ST. LUCIE COUNTY</b>		
			BY	DATE	PREPARED BY:	DATA SOURCE:	
TITLE BLOCK	TM	2/9/2022	DRAWN	T.DITMAN	5/18/21	BOWMAN CONSULTING GROUP	030265-01-003
REVISION	BY	DATE	CHECKED	S.BRICKLEY	5/19/21	CONTRACT # 20190112	PHASE 2-3
						SHEET 1 OF 4	

**ADDITIONAL RIGHT OF WAY**

TRACT C, BLOCK 450  
 PORT ST. LUCIE SECTION TEN  
 PLAT BOOK 12, PAGE 49

SCALE 1"=40'

RADIUS=25.00'  
 DELTA=90°00'00"  
 LENGTH=39.27'  
 CHORD BEARING=N 44°39'58" E

N 89°39'58" E 25.26'

**BYWOOD AVENUE**

**POINT OF COMMENCEMENT**

**POINT OF BEGINNING**

S 89°39'58" W 604.02'

**FLORESTA DRIVE**

N 00°20'02" W 100.00'

S 00°24'23" E 89.55'

RADIUS=38.00'  
 DELTA=64°50'54"  
 LENGTH=43.01'  
 CHORD BEARING=S 32°01'04" W

TRACT C

**PORT ST. LUCIE  
 SECTION TEN**

PLAT BOOK 12, PAGE 49

**BLOCK 450**

**HOWE AVENUE**

RADIUS=1458.84'  
 DELTA=03°05'20"  
 LENGTH=78.65'  
 CHORD BEARING=N 01°12'38" E

RADIUS=68.00'  
 DELTA=37°39'16"  
 LENGTH=44.69'  
 CHORD BEARING=S 18°25'15" W

RADIUS=85.50'  
 DELTA=28°06'53"  
 LENGTH=41.95'  
 CHORD BEARING=S 23°11'26" W

CITY OF PORT ST. LUCIE

**SPECIFIC PURPOSE SURVEY - NOT A FIELD SURVEY**

ROAD : FLORESTA DRIVE

ST. LUCIE COUNTY

TITLE BLOCK	TM	2/9/2022
REVISION	BY	DATE

BY	DATE	PREPARED BY:	DATA SOURCE:
DRAWN T.DITMAN	5/18/21	BOWMAN CONSULTING GROUP	030265-01-003
CHECKED S.BRICKLEY	5/19/21	CONTRACT # 20190112	PHASE 2-3
			SHEET 2 OF 4



**ADDITIONAL RIGHT OF WAY**

SCALE 1"=40'

FLORESTA DRIVE

TRACT C, BLOCK 450  
PORT ST. LUCIE SECTION TEN  
PLAT BOOK 12, PAGE 49

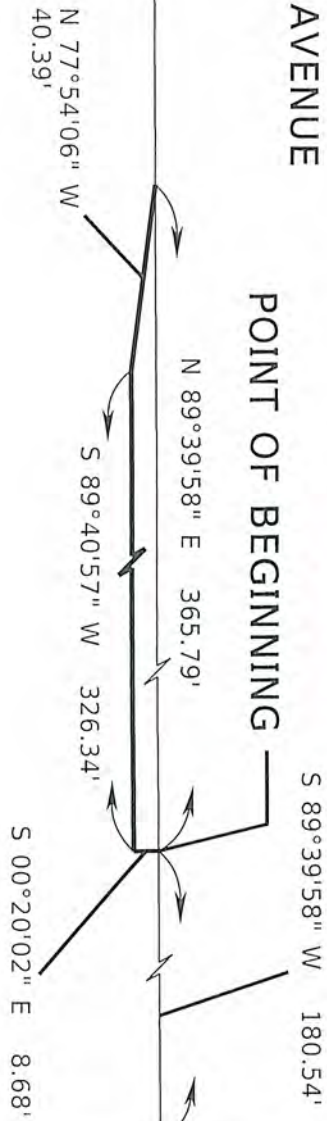
BYWOOD AVENUE

TRACT C

PORT ST. LUCIE  
SECTION TEN  
PLAT BOOK 12, PAGE 49  
BLOCK 450

POINT OF BEGINNING

POINT OF COMMENCEMENT



		CITY OF PORT ST. LUCIE			
		SPECIFIC PURPOSE SURVEY - NOT A FIELD SURVEY			
		ROAD : FLORESTA DRIVE		ST. LUCIE COUNTY	
		BY	DATE	PREPARED BY:	DATA SOURCE:
TITLE BLOCK	TM	2/9/2022	DRAWN T.DITMAN	5/18/21	BOWMAN CONSULTING GROUP
REVISION	BY	DATE	CHECKED S.BRICKLEY	5/19/21	CONTRACT # 20190112
				PHASE 2-3	SHEET 3 OF 4

**SURVEYORS NOTES**

1. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE CENTERLINE OF FLORESTA AVENUE AS SHOWN ON THE PLAT OF PORT ST. LUCIE ~ SECTION TEN RECORDED AMONG THE LAND RECORDS OF ST. LUCIE COUNTY IN PLAT BOOK 12, PAGE 49
2. THIS PARCEL SKETCH WAS PREPARED FOR THE PURPOSE OF PREPARING A LAND DESCRIPTION
3. THIS IS NOT A SURVEY.

**SURVEYORS CERTIFICATION**

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH ATTACHED HERETO WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA BY THE FLORIDA BOARD OF PROFESSIONAL SURVYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Digitally signed by  
 Adam C Dao  
 Date: 2022.03.22  
 12:13:04 -04'00'

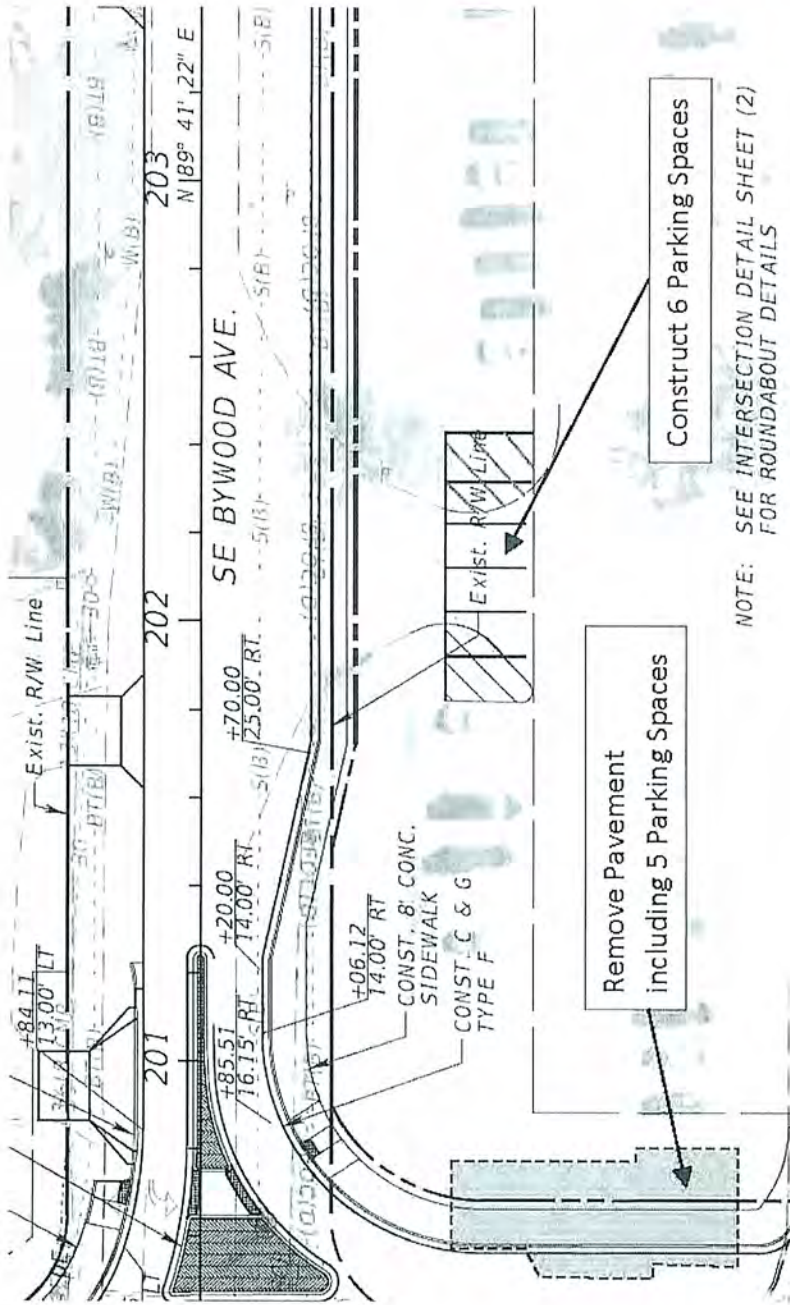
ADAM C. DAO  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA LICENSE NO LS 6899

DATE OF SIGNATURE  
 NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL  
 OR ELECTRONIC SIGNATURE

				CITY OF PORT ST. LUCIE			
				SPECIFIC PURPOSE SURVEY - NOT A FIELD SURVEY			
				ROAD : FLORESTA DRIVE		ST. LUCIE COUNTY	
				BY		DATE	
				DRAWN T.DITMAN		5/18/21	
				CHECKED S.BRICKLEY		5/19/21	
TITLE BLOCK		TM		2/9/2022		PREPARED BY: BOVIMAN CONSULTING GROUP	
REVISION		BY		DATE		DATA SOURCE: 030265-01-003	
				CONTRACT # 20190112		PHASE 2-3	
				SHEET 4 OF 4			

Exhibit B

Floresta Elementary School Construction



Floresta Elementary School

Exabit C

Special Warranty Deed

Prepared by and return to:  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984

[Space Above This Line For Recording Data]

## Special Warranty Deed

**This Special Warranty Deed** made this \_\_\_\_ day of \_\_\_\_\_, 2022, between **St. Lucie County School Board f/k/a Board of Public Instruction, a body corporate under the laws of the State of Florida**, whose post office address is 9461

**Brandywine Ln, Port St. Lucie, FL 34986**, Grantor, and **the City of Port St. Lucie, a Florida municipal corporation**, whose post office address is **121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984**, Grantee:

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

**See Exhibit "A" attached hereto and incorporated here**

**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 the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantors.

**AND, GRANTOR HEREBY SPECIFICALLY RELEASES ANY AUTOMATIC RESERVATION AND RIGHT OF ENTRY IN ACCORDANCE WITH FLORIDA STATUTE 270.11.**

**In Witness Whereof**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]  
Witness  
Printed Name: E. Wayne Gent  
Christine L. Harrison  
Witness  
Printed Name: Christine L. Harrison

The School Board of St. Lucie, Florida, a St. Lucie County School Board f/k/a Board of Public Instruction, a body corporate under the laws of the State of Florida

By: [Signature]  
Donna Mills, Chair

State of Florida  
County of St. Lucie

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 12<sup>th</sup> day of April, 2022 by Donna Mills, Chair of The School Board of St. Lucie, Florida, a St. Lucie County School Board f/k/a Board of Public Instruction, a body corporate under the laws of the State of Florida, on behalf of said body corporate who  are personally known or  have produced drivers' licenses as identification.



Christine L. Harrison  
Notary Public  
Print Name: Christine L. Harrison  
My Commission Expires: 8-30-2022