

Prepared by and return to:  
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Stuart, Florida 34990  
File No.: MA303S01

## Quit Claim Deed

**This Quit Claim Deed** is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, whose post office address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 (“Grantor”), and **MATTAMY PALM BEACH, LLC.**, a Delaware limited liability company, whose post office address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“Grantee”).

(Whenever 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, trusts and trustees)

**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 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:

Parcel 2, Stars and Stripes in the Park Plat, as recorded in Plat Book 120, Page 30, of the Public Records of St. Lucie County, Florida (“Property”)

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

**To Have and to Hold**, the Property together with all and singular the appurtenances thereunto belonging or in anywise appertaining. And all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee in fee simple forever.

**The** conveyance made herein, however, is expressly made **SUBJECT TO** the following reverter provision:

The parties acknowledge that the purpose of this conveyance is in furtherance of the school site conveyance requirements set forth in that certain Educational Facilities Impact Fee Credit Agreement Between Horizons Acquisitions 5, LLC, Horizons St. Lucie Development, LLC, and the School Board of St. Lucie County, Florida [Southern Grove DRI] (“Southern Grove School Site Agreement”). If within nine (9) months after the date of which this Quit Claim Deed is recorded in the Public Records of St. Lucie County, Florida, the following events have not occurred, then Grantor, or its successors and assigns, by recording a notice of such reversion in the Public Records of St. Lucie County, Florida, provided that such notice is recorded no later than ninety (90) days after the end of the foregoing nine

(9) month period, whereupon fee simple title to the Property shall be deemed to have reverted to the Grantor:

- a. The Southern Grove School Site Agreement is amended, and recorded in the Public Records of St. Lucie County, Florida, to include the Property as School Site (as defined in the Southern Grove School Site Agreement); and
- b. The Southern Grove School Site Agreement is amended to remove any other property currently described as a School Site and owned by the City of Port St. Lucie or the Port St. Lucie Governmental Finance Corporation; and
- c. Fee simple title to the Property is transferred to the School Board of St. Lucie County, Florida.

**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:

CITY OF PORT ST. LUCIE, a Florida  
municipal corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness #1 (as to Grantor)

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness #2 (as to Grantor)

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of the CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the City, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Name: \_\_\_\_\_  
Typed, printed or stamped  
I am a Notary Public of the State of Florida  
having a commission number of \_\_\_\_\_  
and my commission expires: \_\_\_\_\_