

EJWS

This instrument prepared by, and after recording, return to:

Riverland/Kennedy, LLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4220875 08/16/2016 04:32:27 PM
OR BOOK 3902 PAGE 477 - 483 Doc Type: DEED
RECORDING: \$61.00
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Tax Parcel No:

(Space Reserved for Clerk of Court)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and given as of the 11th day of August, 2016, by RIVERLAND/KENNEDY, LLP, a Florida limited liability partnership, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 ("R/K"), RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 ("R/K II"), and RIVERLAND/KENNEDY III, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 ("R/K III") (R/K, R/K II and R/K III are each referred to herein as a "Grantor" and collectively as "Grantors"), to and in favor of CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantee").

[Whenever used herein the terms "Grantor" "Grantors" and "Grantee" include the parties to this instrument, together with their respective successors and assigns.]

WITNESSETH, that Grantors, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained and sold, and by these presents do hereby grant, bargain and sell, to Grantee and its successors and assigns, forever, the following described land lying, being, and situate in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO: (a) taxes and assessments for the year 2016 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 reimpose 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; and (f) those matters set forth on Exhibit "B" attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto Grantee in fee simple forever.

AND each Grantor, for the Property owned by such Grantor, 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.

[signature follows on next page]

IN WITNESS WHEREOF, Grantor has signed these presents the day and year first above written.

WITNESSES



Witness signature
Clayton Kettiff

Print Name



Witness signature
Carolyn C. Torrisi

Print Name



Witness signature
Clayton Kettiff

Print Name




Witness signature
Carolyn C. Torrisi

Print Name



Witness signature
Clayton Kettiff

Print Name




Witness signature
Carolyn C. Torrisi

Print Name

GRANTOR:

RIVERLAND/KENNEDY, LLP, a Florida limited liability partnership

By: 

Name: J. Maria Mercedes

Title: Authorized Signatory

RIVERLAND/KENNEDY II, LLC, a Florida limited liability company

By: 

Name: J. Maria Mercedes

Title: V.P.

RIVERLAND/KENNEDY III, LLC, a Florida limited liability company

By: 

Name: J. Maria Mercedes

Title: V.P.

[Acknowledgements appear on the following page]

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by N. Maria Menendez, as Authorized Signatory of RIVERLAND/KENNEDY, LLP, a Florida limited liability partnership, Vice President of RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, and as Vice President of RIVERLAND/KENNEDY III, LLC, a Florida limited liability company, on behalf of such partnership and companies. He/She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of ~~March~~, 2016.
June

Carolyn C. Torrisi
Notary Public
Carolyn C. Torrisi
Typed, printed or stamped name of Notary Public

My Commission Expires:



EXHIBIT "A"

The Legal Description of the Property

[see following two (2) pages]

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!



DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL R-2, SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56 AT PAGE 18 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE COMMUNITY BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2671 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE, SOUTH 00°05'34" WEST, ALONG A LINE 150.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH, THE WEST BOUNDARY LINE OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, SAID PUBLIC RECORDS, A DISTANCE OF 14,808.24 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID PARALLEL LINE, SOUTH 00°05'34" WEST, A DISTANCE OF 220.00 FEET; THENCE, DEPARTING SAID PARALLEL LINE, NORTH 44°54'48" WEST, A DISTANCE OF 49.50 FEET; THENCE NORTH 89°55'11" WEST, A DISTANCE OF 2,932.60 FEET; THENCE NORTH 89°54'31" WEST, A DISTANCE OF 2,338.30 FEET TO A POINT ON THE EAST BOUNDARY LINE OF ALAN WILSON GROVE, AS RECORDED IN PLAT BOOK 2 AT PAGE 50, SAID PUBLIC RECORDS; THENCE, ALONG SAID EAST LINE, NORTH 00°28'13" WEST, A DISTANCE OF 150.01 FEET; THENCE, DEPARTING SAID EAST LINE, SOUTH 89°54'31" EAST, A DISTANCE OF 2,339.76 FEET; THENCE SOUTH 89°55'11" EAST, A DISTANCE OF 2,932.63 FEET; THENCE NORTH 45°05'12" EAST, A DISTANCE OF 49.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.302 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE GRID, FLORIDA EAST ZONE, THE SOUTH LINE OF SOUTHERN GROVE PLAT NO. 4 HAVING A BEARING OF S89°50'39"E WITH ALL OTHER BEARINGS BEING RELATIVE THERETO.

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN HEREON, MEETS THOSE STANDARDS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES. THIS SKETCH AND DESCRIPTION OR COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA SURVEYOR AND MAPPER.


PERRY C. WHITE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4213

DATE: 10/21/15

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

SKETCH & DESCRIPTION
RIVERLAND
ROADWAY E/W #5
SECTION 33
TOWNSHIP 37S, RANGE 39E

SCALE:
NONE

SHEET 1 OF 2

REVIEWED: PW

DRAWN: DLS

DATE:
10/21/15

DRAWING No:
D0248LGEW5

8461 LAKE WORTH ROAD, SUITE 410

LAKE WORTH, FL 33467

Tel: 561-209-6048

L.B. NUMBER 7741

Sand & Hills Surveying, Inc.



COMMUNITY BOULEVARD
O.R.B. 2418, PG. 2671

SOUTHERN GROVE PLAT NO. 4
P.B. 56, PG. 18

P.O.C.
SE CORNER OF TRACT R-2
SOUTHERN GROVE PLAT NO. 4
P.B. 56, PG. 18

(BASIS OF BEARINGS)
S. LINE SOUTHERN GROVE
PLAT NO. 4

S89°50'39"E

S00°05'34"W
14,808.24'

150.00'

UNPLATTED

N/S B

60.00'

ALAN WILSON GROVE
P.B. 2, PG. 50

N00°28'13"W
150.01'

S89°54'31"E
2,339.76'

E/W #5

S89°55'11"E

2,932.63'

P.O.B.

N45°05'12"E
49.49'

WEST LINE OF
SOUTHERN GROVE PLAT NO. 3
P.B. 61, PG. 17

N89°54'31"W 2,338.30'

N89°55'11"W
2,932.60'

S00°05'34"W
220.00'

N44°54'48"W
49.50'

SECTION LINE

UNPLATTED

LEGEND:

- ☉ - CENTERLINE
- L.B. - LICENSED BUSINESS
- O.R.B. - OFFICIAL RECORDS BOOK
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- P.B. - PLAT BOOK
- PGS. - PAGES
- R/W - RIGHT-OF-WAY

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!

SKETCH & DESCRIPTION
RIVERLAND
ROADWAY E/W #5
SECTION 33
TOWNSHIP 37S, RANGE 39E

SCALE:
1"=800'

SHEET 2 OF 2

REVIEWED: PW

DRAWN: DLS

DATE:
10/21/15

DRAWING No:
D0248LGEW5

EXHIBIT "B"

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).

Use of the Property is hereby forever restricted to uses for and/or in connection with public road, drainage and utility purposes (the "Permitted Use"); provided, however, pursuant to section 4(n) of that certain Annexation Agreement dated July 19, 2004 among Grantors, Grantee and the other parties named therein (as amended from time to time, the "Annexation Agreement"), each Grantor hereby reserves the right to use the Property owned by such Grantor for and/or in connection with agricultural and/or related purposes until the date that is 120 days after the date on which Grantee gives Grantor written notice that Grantee intends to commence a Permitted Use on the Property.

Each Grantor hereby reserves for itself (and its successors and/or assigns) an exclusive easement in, on, under, over and upon the Property owned by such Grantor for pedestrian and vehicular ingress, egress and access purposes, together with the right to: (a) plan, finance, acquire, construct and install roads, utilities and other infrastructure improvements on and within the Property including, without limitation, all improvements required by Grantee's Subdivision Regulations in its Code of Laws and Ordinances (the "Regulations") and/or the Annexation Agreement (all such roads, utilities and other infrastructure improvements are referred to herein as the "Improvements"); and (b) enter and go upon the Property for the purpose of designing, permitting, constructing and installing the Improvements on and within the Property. Any Improvements constructed or installed on or within the Property shall be owned by Grantor until such time as such Improvements are transferred and/or conveyed to Grantee, a community development district established pursuant to Chapter 190, Florida Statutes, whether now existing or hereafter created, the jurisdiction of which includes property benefited by any of the Improvements, or a special district established pursuant to Chapter 189, Florida Statutes, whether now existing or hereafter created, the jurisdiction of which includes property benefited by any of the Improvements, as required by the Regulations (including, without limitation, Section 156.146 thereof) and/or the Annexation Agreement.

Each Grantor shall assign to Grantee the reserved easements and rights set forth above thereby extinguishing the same upon Grantee's acceptance of the Improvements constructed and/or installed by Grantor on or within the Property and the maintenance obligation for the same. The recording of a resolution adopted by Grantee pursuant to Section 156.150 of the Regulations stating Grantee's acceptance of such Improvements and the maintenance obligation for the same shall be conclusive proof of such acceptance and, without any further action by Grantor, shall effect a full and complete assignment to Grantee of such reserved easements and rights and extinguishment of the same.