

This instrument was prepared under the direction of:

City of Port St. Lucie City Attorney's Office

Prepared by and return to:

CITY OF PORT ST. LUCIE

Public Works Department

121 S.W. Port St. Lucie Boulevard

Port St. Lucie, Florida 34984

(Space above this line reserved for recording office use only)

TEMPORARY BLANKET FLOWAGE EASEMENT
[Becker Road – Southern Grove]

THIS EASEMENT, granted this 10th day of January, 2024, by **Mattamy Palm Beach LLC, a Delaware limited liability company**, whose mailing address is 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, Florida 33426, as "Grantor," to the **CITY OF PORT ST. LUCIE, a Florida municipal corporation**, whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, as "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:

Grantor, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby conveys, grants, bargains and sells unto the Grantee, a temporary easement for surface water drainage from the Becker Road right of way, on the following property located in St. Lucie County, Florida, to wit (the "**Easement Area**"):

See attached **Exhibit "A"**, legal description of Easement Area which is incorporated herein by reference. Subject to easements, restrictions, and reservations of record.

Grantor shall maintain the Easement Area at its sole cost and expense. In the event Grantor fails to maintain the Easement Area as required by applicable law, after thirty (30) days' written notice to Grantor, or such shorter period of time as necessary in the event of an emergency, Grantee shall have the right to maintain the Easement Area. This easement, or portions thereof, shall automatically terminate upon recording or dedication of permanent flowage easement(s), providing surface water drainage from Becker Road in favor of the City. A permanent easement must be in a form that Grantee has accepted and approved, and such approval shall not be unreasonably delayed or withheld. Upon request by Grantor, Grantee shall record a termination or partial termination, as applicable, of this easement in the Public Records of St. Lucie County.

TO HAVE AND TO HOLD the same unto the Grantee, together with the right to enforce the intended use stated herein. Grantor and Grantee are used for singular or plural, as the context requires. The easement granted herein shall constitute easements running with the land and shall burden the land described above.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the date and year first above written.

WITNESSES:

Jason Corp

Print Name: Jason Corp

Address: 2500 Quantum Lakes Drive, Suite 215

Boynton Beach, FL 33426

Eduard Balboa

Print Name: EDUARDO BALBOA

Address: 2500 Quantum Lakes Drive, Suite 215

Boynton Beach, FL 33426

STATE OF FLORIDA
COUNTY OF PALM BEACH

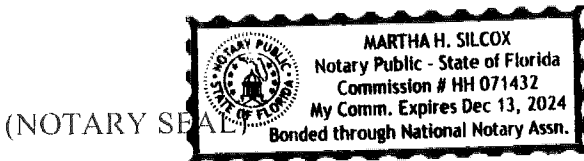
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of JANUARY, 2024, by KARL ALBERTSON, as VICE PRESIDENT of Mattamy Palm Beach LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

Mattamy Palm Beach LLC, a Delaware limited liability company

By: _____

Name: Karl Albertson

Title: Vice President



Martha Silcox

Notary public

Printed Name: MARTHA SILCOX

My commission expires: 12/13/2024

Commission No.: HH 071432

*** SIGNATURES CONTINUE ON FOLLOWING PAGE ***

WITNESSES:

Mary Ann Verillo
Print Name: Mary Ann Verillo

Address: 121 SW Port St Lucie Blvd
Port St Lucie, FL 34986
Jladava

Print Name: Jasmin Padava

Address: 121 SW Port St Lucie Blvd
Port St Lucie FL, 34986

CITY OF PORT ST LUCIE
a Florida municipal corporation

By: [Signature]
Print Name: Jesus Merejo
Title: City Manager

STATE OF FLORIDA)
) SS
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8 day of January, 2024, by Jesus Merejo, as City Manager of the **City of Port St. Lucie, a Florida municipal corporation** who is personally known to me or has produced _____ as identification.



Mary Ann Verillo
Notary public
Printed Name: Mary Ann Verillo
My commission expires: 06/09/2027
Commission No.: HH 361481

Exhibit "A"
Legal Description of Easement Area

Tract C of BELTERRA PHASE 1 PLAT 1, according to the Plat thereof as recorded in Plat Book 94, Page(s) 23-29, of the Public Records of St. Lucie County, Florida,

LESS AND EXCEPT the following described lands:

A portion of a Parcel 29 Southern Grove Plat No. 3, according to the plat thereof as recorded in Plat Book 61, Pages 17 through 50 of the Public Records of St. Lucie County, Florida, lying in Sections 34, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

Commencing at the Southwest corner of Parcel 29 of said plat and of a land described in Special Warranty Deed from Horizons St. Lucie Groves Associates to Horizons Acquisition 5 LLC as recorded in Official Record Book 1969, Page 837 (Exhibit A) of the Public Records of said St. Lucie, County, Florida; thence S 89° 54' 26" E along the South line of said Parcel 29 a distance of 1723.36 feet to the Point of Beginning; thence leaving said South line run N 00° 43' 59" W a distance of 2349.06 feet to the North line of said Parcel 29; thence S 89° 54' 26" E along said North line a distance of 434.42 feet to a point of curvature of a curve concave Southwesterly, having a radius of 4925.00 feet, a chord bearing of S 83° 34' 24" E and a chord length of 1086.68 feet; thence along the arc of said curve through a central angle of 12° 40' 04", for an arc length of 1088.90 feet to a point of intersection with a non-tangent line; thence S 12° 44' 42" W a distance of 189.98 feet; thence S 22° 52' 19" E a distance of 61.73 feet; thence S 13° 12' 01" W a distance of 139.99 feet; thence S 00° 00' 00" W a distance of 412.58 feet; thence S 44° 10' 59" W a distance of 344.32 feet; to a point of curvature on a curve concave Easterly, having a radius of 137.00 feet, a chord bearing of S 00° 49' 01" E and a chord length of 193.75 feet; thence along the arc of said curve through a central angle of 90° 00' 00", for an arc length of 215.20 feet to a point of tangency; thence S 45° 49' 01" E a distance of 330.78 feet; thence S 00° 00' 00" W a distance of 275.36 feet; to a point on a non-tangent curve concave Southeasterly, having a radius of 322.00 feet, a chord bearing of S 32° 25' 41" W and a chord length of 345.34 feet; thence along the arc of said curve through a central angle of 64° 51' 21", for an arc length of 364.49 feet to a point on a non-tangent line; thence S 00° 05' 34" W a distance of 199.48 feet to the South line of said Parcel 29; thence along said South line N 89° 54' 26" W a distance of 1248.83 feet to the Point of Beginning.