## SUBDIVISION PLAT APPLICATION

# **ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED**

CITY OF PORT ST. LUCIE PLANNING & ZONING DEPARTMENT (772)871-5212 FAX: (772)871-5124		P&Z File No Fee (Nonrefundable)\$ Receipt #
PRIMARY CONTACT EMAIL ADDRESS: dsorrow@cotleur-hearing.com		
PROJECT NAME: Vera	no South Pod C P	Plat 3 Final Plat
LEGAL DESCRIPTION; See attached.		
LOCATION OF PROJECT SITE: Located north of Crosstown Parkway and west of I-95, south of the C-24 canal.		
PROPERTY TAX I.D. NUMBER: See attached.		
CIRCLE ONE:	PRELIMINAR	RY FINAL PRELIMINARY & FINAL
PROPOSED USE: Singl	e Family Resid <b>e</b> n	ntial
GROSS SQ. FT. OF STRUCTURE(S): N/A		
NUMBER OF DWELLING UN FOR MULTI-FAMILY PROJE		
UTILITIES & SUPPLIER: Water & Sewer - City of PSL; Power- FPL; Phone & CATV - Hometown Cable		
GROSS ACREAGE & SQ. FT. OF SITE: 21.890		
FUTURE LAND USE DESIGN	NATION: RGC	ZONING DISTRICT: PUD
OWNER(S) OF PROPERTY: NAME, ADDRESS, TELEPHO	NE & FAX NO.	KLP Crosstown, LLC 105 NE 1st St. Delray Beach, FL 33444 Ph: 772-429-3507 Fax: 772-429-3525
APPLICANT OR AGENT OF OWNER: NAME, ADDRESS, TELEPHONE & FAX NO.		Daniel T. Sorrow, Cotleur & Hearing 1934 Commerce Lane, Suite 1, Jupiter, FL 33458 Ph: 561-747-6336 Fax: 561-747-1377
PROJECT ARCHITECT/ENGINEER: (FIRM, ENGINEER OF RECORD		Brandon Ulmer, P.E., Thomas Engineering Group, LLC 125 W Indiantown Road, Suite 206, Jupiter, FL 33458
FLORIDA REGISTRATION NO., CONTACT Eng PERSON, ADDRESS, PHONE & FAX No.) Pla		Engineer: Brandon Ulmer, P.E., Ph: 561-203-7503 Plat: Wilbur Divine, P.S.M., No. 4190 Ph: 561-697-7000

- I HEREBY AUTHORIZE THE ABOVE LISTED AGENT TO REPRESENT ME. I GRANT THE PLANNING DEPARTMENT PERMISSION TO ACCESS THE PROPERTY FOR INSPECTION.
- I FULLY UNDERSTAND THAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND THE COMMENCEMENT OF ANY DEVELOPMENT ALL PLANS AND DETAIL PLANS MUST BE REVIEWED AND APPROVED BY THE CITY PURSUANT TO SUBDIVISION REGULATIONS CHAPTER 156.

**NOTE:** Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

OWNER'S SIGNATURE

Kachel Plummer

Planning Tech (1-17-20)
TITLE DATE
COMPANY MARKET

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY FILE # 4415122 OR BOOK 4111 PAGE 1274, Recorded 03/22/2018 12:12:12 PM Doc Tax: \$29890.00

This instrument prepared by:

K Title Company, LLC 4880 Donald Ross Road, Suite 125 Palm Beach Gardens, FL 33418

306768653

-----{SPACE ABOVE THIS LINE FOR RECORDING DATA}------

NOTE TO RECORDER: Documentary stamp taxes in the amount of \$29,890.00 are being paid on consideration of \$4,270,000.00 in connection with this Deed as required pursuant to Section 201.02, Florida Statutes.

Parcel Identification Number(s): 3328-702-0003-000-2; 3328-702-0002-000-5; 3333-344-0001-000-6; 3328-702-0001-000-8; and 3328-702-0004-000-9

## SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is given this 20<sup>th</sup> day of March, 2018, by VERANO DEVELOPMENT LLC, a Delaware limited liability company ("Grantor"), whose post office address is 701 S. Olive Avenue, Suite 104, West Palm Beach, Florida 33401, to and in favor of KLP CROSSTOWN LLC, a Florida limited liability company ("Grantee"), whose address is 701 S. Olive Avenue, Suite 104, West Palm Beach, Florida 33401.

#### WITNESSETH:

**THAT**, for and in consideration of the sum of Ten and No/100 Dollars (US \$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, Grantor hereby grants, bargains, sells, conveys and confirms unto Grantee all that certain real property (collectively referred to as the "Property"), located in St. Lucie County, Florida, more particularly described as:

### See Exhibit "A"

**TOGETHER WITH** all of Grantor's interest in and to all licenses, approvals, tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property.

TO HAVE AND TO HOLD the same unto Grantee, its heirs, successors and assigns, in fee simple, forever.

AND Grantor hereby covenants with Grantee: (1) that Grantor is lawfully seized of the Property in fee simple; (2) that Grantor has good right and lawful authority to sell and convey the Property; (3) that Grantor does hereby agree to warrant and forever defend the right and title to the Property unto Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise; and (4) that the Property is free of all encumbrances except real estate taxes and assessments for 2018 and subsequent years, but is subject to the covenants, easements and restrictions of record as set forth in Exhibit "B" attached hereto and made a part hereof (collectively, "Permitted Exceptions"),

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed in its name by its undersigned duly authorized agent as of the day and year first above written.

Signed, sealed and delivered in the presence of:

By: The Kolter Group LLC, a Florida limited liability company, its sole manager

By: John Csapo, Authorized Signatory

STATE OF FLORIDA

STATE OF FLORIDA )
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 201 day of 2018, by John Csapo, as Authorized Signatory of The Kolter Group LLC, a Florida limited liability company, as the sole manager of Verano Development LLC, a Delaware limited liability company, on behalf of the company, / X/ who is personally known to me or /\_/ who produced a valid driver's license as identification.



Signature of Notary Public
Print Name: Sala Brown
My Commission Expires: \$131 | 2019
Commission Number: £ 41 417 4
[Notary Stamp or Seal]

#### Exhibit "A" - Legal Description

A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTION 4, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF VERANO MASTER PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 25, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, NOW VACATED; THENCE ALONG THE NORTH LINE OF THE O.L PEACOCK CANAL PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 1745, PAGE 1955 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA THROUGH THE FOLLOWING SIX (6) COURSES NORTH 89°08'58" WEST, A DISTANCE OF 318.77 FEET; THENCE SOUTH 60°24'31" WEST, A DISTANCE OF 793.61 FEET; THENCE SOUTH 65°05'51" WEST, A DISTANCE OF 762.00 FEET; THENCE SOUTH 70°42'47" WEST, A DISTANCE OF 440.53 FEET; THENCE SOUTH 43°58'29" EAST, A DISTANCE OF 57.68 FEET; THENCE SOUTH 62°44'35" WEST, A DISTANCE OF 275.71 FEET; THENCE NORTH 25°16'25" WEST, A DISTANCE OF 113.86 FEET; THENCE SOUTH 64°43'35" WEST, A DISTANCE OF 319.72 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 336.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°37'51", A DISTANCE OF 466.98 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 641.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°44'16", A DISTANCE OF 288.17 FEET; THENCE NORTH 61°22'51" WEST, A DISTANCE OF 26.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 228.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 129°24'10", A DISTANCE OF 514.94 FEET; THENCE NORTH 21°58'41" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 68°01'19" EAST, A DISTANCE OF 236.36 FEET; THENCE NORTH 66°21'27" EAST, A DISTANCE OF 96.04 FEET; THENCE NORTH 60°53'18" EAST, A DISTANCE OF 57.02 FEET; THENCE NORTH 52°35'12" EAST, A DISTANCE OF 61.17 FEET; THENCE NORTH 49°40'37" EAST, A DISTANCE OF 55.84 FÉET; THENCE NORTH 43°58'17" WEST, A DISTANCE OF 236.66 FEET; THENCE SOUTH 51°16'22" WEST, A DISTANCE OF 762.47 FEET; THENCE NORTH 38°43'38" WEST, A DISTANCE OF 317.00 FEET; THENCE NORTH 51°16'22" EAST, A DISTANCE OF 1,058.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1,349.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°15'26", A DISTANCE OF 76.69 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1,151.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°31'43", A DISTANCE OF 171.33 FEET; THENCE NORTH 56°32'39" EAST, A DISTANCE OF 180.21 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 849.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°41'15", A DISTANCE OF 143.55 FEET; THENCE NORTH 46°51'23" EAST, A DISTANCE OF 1,036.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 314.16 FEET; THENCE NORTH 46°51'22" EAST, A DISTANCE OF 22.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT C-24 CANAL AS SHOWN ON THE RIGHT-OF-WAY MAP FOR CANAL C-24, CHECKED DATED 11/25/58 AND REVISED 2/23/59; THENCE SOUTH 43°08'38" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2,137.64 FEET TO THE POINT OF BEGINNING.

### Exhibit "B" - Permitted Exceptions

- 1. Permanent Easement Circuit Court Minutes Book 24, Page 478.
- 2. Terms, conditions, and provisions of ingress and egress as contained in Warranty Deed, recorded in Official Records Book 369, Page 1166.
- 3. Reservoir Access Easement Agreement, recorded in Official Records Book 1536, Page 1754.
- Annexation and Development Agreement, recorded in Official Records Book 1648, Page 2879.
- 5. Designation Agreement, recorded in Official Records Book 1745, Page 2036.
- 6. Access Easement Agreement recorded in Official Records Book 1745, Page 1913.
- 7. Access Easement Agreement, recorded in Official Records Book 1745, Page 1868.
- 8. Access Easement Agreement, recorded in Official Records Book 1745, Page 1881.
- 9. Restrictions, covenants, conditions and easements as set forth in that Reservoir Restrictive Covenant and Access Easement Agreement recorded in Official Records Book 1745, Page 2002.
- 10. Restrictions, covenants, conditions and easements as set forth in that Declaration of Restrictive Covenant recorded in Official Records Book 1745, Page 2061.
- 11. RIF 04-002 Road Impact Fee Credit Agreement Number One recorded in Official Records Book 1966, Page 2164.
- 12. South Florida Water Management District Environmental Resource Permit Notice recorded in Official Records Book 2082, Page 945.
- 13. Educational Facilities Impact Fee Credit Agreement recorded in Official Records Book 2307, Page 1498.
- 14. Notice of Establishment of the Montage Reserve #2 Community Development District, recorded in Official Records Book 2336, Page 2622, together with Supplement recorded in Official Records Book 2500, Page 1047.
- 15. Notice of Establishment of the Montage Reserve #3 Community Development District, recorded in Official Records Book 2336, Page 2625, together with Supplement recorded in Official Records Book 2500, Page 1049.
- 16. Notice of Establishment of the Montage Reserve #4 Community Development District, recorded in Official Records Book 2336, Page 2628, together with Supplement recorded in Official Records Book 2500, Page 1051.
- 17. Notice of Establishment of the Montage Reserve #5 Community Development District, recorded in Official Records Book 2336, Page 2631, together with Supplement recorded in Official Records Book 2500, Page 1053.
- 18. City of Port St. Lucie Utility Systems Department Water and Wastewater Service Agreement / Permit to Connect, recorded in Official Records Book 2402, Page 1476, together with Amendment recorded in Official Records Book 2887, Page 1582.
- 19. City of Port St. Lucie Utility Systems Department Water and Wastewater Service Agreement / Permit to Connect, recorded in Official Records Book 2448, Page 1058.
- 20. District Interlocal Agreement recorded in Official Records Book 2457, Page 247.
- 21. Notice of Adoption of Development Order for the PGA Village (a/k/a Verano)

  Development of Regional Impact recorded in Official Records Book 2528, Page 1210.
- 22. Declaration of Consent to Imposition of Special Assessments recorded in Official Records Book 2541. Page 2344.
- 23. Interlocal Agreement to Provide Maintenance of Stormwater Management System and Verano Community Development Districts recorded in Official Records Book 2682, Page 2441.
- 24. Impact Fee Pre-Payment Agreement, recorded in Official Records Book 2773, Page 636.
- 25. Terms, provisions, covenants, conditions, restrictions, assessments, easements, options, liens, and other matters established by Club Verano Membership Plan, and recorded in

- Official Records Book 2803, Page 829, together with Certificate of Amendment and Restatement of Club Verano Membership Plan recorded in Official Records Book 2946, Page 2447, Second Amended and Restated Club Verano Membership Plan recorded in Official Records Book 3211, Page 246, Notice of Club Usage Agreement recorded in Official Records Book 3211, Page 397 and Corrective Amendment to Second Amended and Restated Club Verano Membership Plan recorded in Official Records Book 3233, Page 1233, as may be subsequently amended.
- 26. Terms, provisions, covenants, conditions, restrictions, assessments, easements, options, liens, and other matters established by Declaration for Verano, and recorded in Official Records Book 2803, Page 930, together with Certificate of Amendment to the By-Laws recorded in Official Records Book 2896, Page 1469 and Amendment to Declaration recorded in Official Records Book 3294, Page 718, as may be subsequently amended.
- 27. Terms, provisions, covenants, conditions, restrictions, assessments, easements, options, liens, and other matters established by Declaration for Village Emilia, and recorded in Official Records Book 2803, Page 1190, together with amendments, as recorded in Official Records Book 3294, Page 723; and Official Records Book 3693, Page 743, as may be subsequently amended.
- 28. Amended and Restated Fire/EMS Development Agreement for Tradition Development of Regional Impact and Verano (f/k/a PGA Village, f/k/a Montage Reserve) Development of Regional Impact, recorded in Official Records Book 2833, Page 2770.
- 29. Access, Ingress/Egress and Utility Easement Agreement, recorded in Official Records Book 3074, Page 956.
- 30. South Florida Water Management District Notice of Environmental Resource or Surface Water Management Permit recorded in Official Records Book 3144, Page 2540.
- 31. Access, Ingress/Egress and Utility Easement Agreement, recorded in Official Records Book 3156, Page 1262.
- 32. Interlocal Agreement among the Verano Center Community Development District, the St. Lucie County Property Appraiser, and the St. Lucie Tax Collector, recorded in Official Records Book 3289, Page 1346.
- 33. Notice of Adoption of Subsequent Amendment to an Adopted Development Order pursuant to Florida Statutes Section 380.06(15)(f) recorded in Official Records Book 3451, Page 435.
- 34. Amended and Restated Utility Service Agreement by and between the City of Port St. Lucie and Verano Development, LLC, a Delaware limited liability company recorded in Official Records Book 3457, Page 538.
- 35. Resolution No. 12-R102 to Amend the PGA Village Development of Regional Impact (DRI) now known as the Verano Development of Regional Impact recorded in Official Records Book 3506, Page 1539.
- 36. Ordinance 13-46 approving the Road Impact Fee Agreement between the City of Port St. Lucie, Florida and Verano Development, LLC, recorded September 10, 2013 in Official Records Book 3557, Page 552.
- 37. Road Impact Fee Credit Agreement between St. Lucie County, Florida, Reserve Homes Ltd. and Verano Development, LLC, in consideration for Transportation Mitigation and Improvements required by the Development Orders for the Reserve and Verano Developments of Regional Impact recorded in Official Records Book 3589, Page 213 and re-recorded in Official Records Book 3593, Page 2708.
- 38. Utility Service Agreement by and between the City of Port St. Lucie and Verano Development LLC, a Delaware limited liability company recorded March 6, 2014 in Official Records Book 3609, Page 2982.
- 39. Utility Service Agreement by and between the City of Port St. Lucie and Verano Development LLC, a Delaware limited liability company recorded April 1, 2014 in Official Records Book 3617, Page 768.

- 40. Perpetual Access Road and Maintenance Agreement by Verano Development LLC, a Delaware limited liability company; Verano Property Owners Association, Inc.; and the South Florida Water Management District recorded in Official Records Book 3650, Page 1971.
- 41. Perpetual Access Road and Maintenance Agreement by Verano Development LLC, a Delaware limited liability company; Verano Property Owners Association, Inc.; and the South Florida Water Management District recorded in Official Records Book 3684, Page 2171.
- 42. Utility Service Agreement by and between the City of Port St. Lucie and Verano Development LLC, a Delaware limited liability company recorded January 22, 2015 in Official Records Book 3709, Page 1557.
- 43. Amended and Restated Utility Service Agreement by and between the City of Port St. Lucie and Verano Development LLC, a Delaware limited liability company recorded January 22, 2015 in Official Records Book 3709, Page 1623.
- 44. Amended and Restated District Interlocal Agreement recorded April 9, 2015 in Official Records Book 3733, Page 2535.
- 45. Utility Service Agreement by and between the City of Port St. Lucie and Verano Development LLC, a Delaware limited liability company recorded April 22, 2015 in Official Records Book 3738, Page 1300 for the Proposed Plat of Verano P.U.D., No. 1, Plat 15.
- 46. Agreement to Dedicate and Complete-Public Infrastructure by and between Verano Development LLC, a Delaware limited liability company and Verano #1 Community Development District recorded June 30, 2015 in Official Records Book 3762, Page 2389 and re-recorded in Official Records Book 3765, Page 606.
- 47. True-Up Agreement by and between Verano Development LLC, a Delaware limited liability company; Verano #1 Community Development District; and the Verano Center Community Development District recorded June 30, 2015 in Official Records Book 3762, Page 2407 and re-recorded in Official Records Book 3765, Page 625.
- 48. Declaration of Consent to Jurisdiction of the Verano #2 Community Development District, Imposition of Special Assessments, and Imposition of Lien of Record, and Acknowledgment Regarding Financing Documents 2017 District #2 Project Areas recorded December 22, 2017 in Official Records Book 4078, Page 2284.
- 49. Collateral Assignment and Assumption of Development Rights Relating to the 2017 District #2 Project Areas by and between Verano #2 Community Development District and Verano Development, LLC, a Delaware limited liability company, recorded December 22, 2017 in Official Records Book 4078, Page 2295.
- 50. Temporary Emergency Access Easement recorded in Official Records Book 4098, Page 376.
- 51. Prescriptive easement rights of ingress and egress, if any, in favor of the property described in Warranty Deed conveyed to T.S. Murphy Holdings Limited Partnership, recorded January 26 13, 2018 in Official Records Book 4091, Page 56.

City of Port St. Lucie Planning and Zoning Department 121 SW Port St. Lucie Boulevard Port St. Lucie, FL 34984

Re: LETTER OF AUTHORIZATION

To Whom It May Concern:

Please allow this letter to serve as authorization for Cotleur & Hearing and its staff to act as agents for the area owned by KLP Crosstown, LLC in the Verano project, located at Crosstown Parkway and 1-95 in the City of Port St. Lucie, Florida, for the purposes of obtaining approvals and permits from state and local government agencies regarding site plan, signage plan, subdivision plat, PUD, and other similarly related applications.

AUTHORIZED SIGNATORY OF KLP CROSSTOWN LLC

JOHN CSAPU

PRINTED NAME

STATE OF FLORIDA COUNTY OF VALM BEACH

The foregoing instrument was acknowledged before me by means of

Physical presence or  $\square$  online notarization this  $17^{ru}$  day of APRIL, 2020, by who is personally known to mean has produced

as identification.

[NOTARIAL SEAL]

NOTARY PUBLIC, State of Florida

SALA BROWN

RY COMMISSION # GG 329896

EXPIRES: August 31, 2023

Bonded Thru Motary Public Underwriters

SALA BROWN
MY COMMISSION # GG 329896
EXPIRES: August 31, 2023
Bonded Thru Notary Public Underwriter