

This instrument was prepared by
and upon recording should be returned to:
Tyson Waters, Esq.
Fox McCluskey Bush Robison, PLLC
2300 SE Monterey Road, Suite 201
Stuart, Florida 34996
File No.: MA303-0001

**PARK AND RECREATIONAL FACILITIES
CONVEYANCE AGREEMENT
(Western Grove Development)**

This PARK AND RECREATIONAL FACILITIES CONVEYANCE AGREEMENT ("Agreement") is made and entered into effective as of the _____ day of _____, 2025, by and between MATTAMY PALM BEACH, LLC, a Delaware limited liability company ("Developer"), and the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation ("City") (collectively Developer and City sometimes individually referred to as a "Party" and collectively as the "Parties").

WITNESSETH

WHEREAS, Developer is the owner of certain real property located within that mixed-use development located in St. Lucie County, Florida, which is known as the "Western Grove Development of Regional Impact," a development of regional impact under the provisions of Section 380.06, Florida Statutes; and

WHEREAS, the current geographic boundaries of the Western Grove Development of Regional Impact consist of the land described in Resolution No. 21-R06, as amended by Resolution 23-R122 (as more fully referenced and described below) ("Western Grove Property"); and

WHEREAS, pursuant to provisions of Chapter 380, Florida Statutes, the City duly adopted on January 25, 2021, that certain Resolution No. 21-R06, as amended by Resolution 23-R122, which is the amended Development Order for the Western Grove Development of Regional Impact (as amended and/or modified from time to time, the "Western Grove DO"); and

WHEREAS, paragraph 63 of Exhibit "1", attached to the Western Grove DO provides for the conveyance of 50 total acres of certain park and recreational land to the City; and

WHEREAS, in 2008 approximately 40.2 acres of the land required to be conveyed under the Western Grove DO have been provided for as set forth in that certain Contract for Sale and Purchase between Tradition Development Company, LLC, and the City recorded at

Official Records Book 3006, Page 260 of the Public Records of St. Lucie County, Florida and Special Warranty Deed recorded at Official Records Book 3018, Page 732 of the Public Records of St. Lucie County, Florida, and Special Warranty Deed recorded at Official Records Book 5072, Page 1741 (collectively “2008 Property”); and

WHEREAS, the 2008 Property is to be developed as a parks and recreational site known as the “Tradition Regional Park”; and

WHEREAS, after conveyance of the 2008 Property Developer was required to convey an additional 9.8 acres of park and recreational land to the city pursuant to paragraph 62 of Exhibit “1” of the Western Grove DO; and

WHEREAS, in 2023 approximately 16.45 acres of land adjacent to the 2008 Property was conveyed to the City by Developer as set forth in that certain Special Warranty Deed recorded at Official Records Book 5072, Page 1734 (the “2023 Property”); and

WHEREAS, with the conveyance of the 2023 Property to the City, the Developer satisfied its remaining obligation to convey park and recreational land pursuant to paragraph 62 of Exhibit “1” of the Western Grove DO and also determined it would donate an additional 6.65 acres of property to the City in order to expand the footprint of the Tradition Regional Park; (“2023 Donation Property”) of the Developer; and

WHEREAS, as set forth in this Agreement., Developer also desires to convey approximately 5.03 acres of additional property to the City as legally described on **Exhibit “A”** and generally depicted on **Exhibit “A-1”** as WG Park 1 (“2025 Property Donation”); and

WHEREAS, collectively the 2008 Property, 2023 Property and 2025 Property will be referred to as the “Conveyance Property”; and

WHEREAS, City and Developer desire to establish their respective rights and obligations regarding the Conveyance Property.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Incorporation by Reference. The above recitals are true and correct and are made a part of this Agreement by reference.

Section 2. 2023 Donation Property and 2025 Donation Property. The 2023 Donation Property and 2025 Donation Property will collectively be referred to as the “Donation Property”). The Donation Property consists of approximately 11.08 acres. Developer agrees and acknowledges that:

- i. it has voluntarily determined to donate the Donation Property to the City; and

- ii. the City did not require the Donation Property in exchange for the right for Developer to develop its own property, including but not limited to the Western Grove Property; and
- iii. the conveyance of the Donation Property does not constitute an exaction; and
- iv. the value of the Donation Property and all other costs relating to the conveyance of the Donation Property including, but not limited to surveys, attorneys' fees, costs, title expenses, and customary closing costs are a donation to the City; and
- v. it is not entitled, waives any right to, and will not seek reimbursement or impact fee credits for expenses it incurs relating to the conveyance or value of the Donation Property; and
- vi. Section 163.31801(5)(a), Florida Statutes is inapplicable to the Donation Property.

Section 3. Conveyance of the 2025 Property. The 2025 Property shall be conveyed to the City by December 31, 2025 pursuant to a Special Warranty Deed in a form substantially similar as attached hereto as **Exhibit "B"**. Developer shall convey or cause the conveyance of the 2025 Property to the City free and clear of all liens and encumbrances that would prevent, interfere with or limit the use of the 2025 Property by the public for park and recreational purposes. Prior to conveyance of the 2025 Property to the City the following items must be provided to the City: (i) a title insurance policy issued by a Florida licensed title insurer showing ownership and any matters appearing in the Public Records of St. Lucie County, Florida, encumbering the 2025 Property; (ii) a title opinion confirming there is nothing impacting title that would prohibit, interfere with or limit the usability of the 2025 Property by the public for park and recreation purposes; (iii) a survey certified to the City; and (iv) all soil studies for the site, the Army Corps permits and other documentation in the Developer's possession or custody relating to the characteristics of the land being conveyed. Additionally, Developer shall pay all traditional closing costs, including recording fees, documentary stamps, taxes or assessments outstanding on the 2025 Property at the time of the conveyance as well as for the owner's title insurance policy for the 2025 Property.

Section 4. Satisfaction of Western Grove DO Park Obligation. The City acknowledges and agrees that Developer has satisfied all terms, conditions and/or other requirements of the Western Grove DO, as currently adopted, relating to Developer's conveyance of park and recreational facilities to the City under the Western Grove DO incidental to the construction of dwelling units within the Western Grove Property.

Section 5. Recording of Agreement. This Agreement, and any supplement to or other amendment of this Agreement, shall be recorded in the public records of St. Lucie County, Florida, at the expense of Developer, and shall be considered as a covenant running with the land and binding upon the heirs, successors, and assigns of both Developer and the City.

Section 6. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person (including any over-night delivery service) or sent by certified mail, return receipt requested, and addressed as follows or to such other party or address as may be designated by one party to the other.

If to City:

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie Florida 34984
Attention: City Manager

With copy to:

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie Florida 34984
Attention: City Attorney

If to Developer:

Mattamy Palm Beach, LLC
Attention: Dan Grosswald
1500 Gateway Blvd, Ste 212
Boynton Beach, Florida 33426

With copy to:

Fox McCluskey Bush Robison, PLLC
Attention: Tyson Waters, Esq.
2300 SE Monterey Road, Suite 201
Stuart, Florida 34996

and to:

Mattamy Palm Beach, LLC
Attention: Nicole Marginian Swartz, General Counsel – US
4901 Vineland Road, Suite 450
Orlando, Florida 32811

Section 7. Indulgence Not Waiver. The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time of the breach or failure occurs, or at any time throughout the term of this Agreement.

Section 8. Entire Agreement; Amendment. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties relating to this Agreement. It does not supersede the Annexation Agreement, the Western Grove DO, or the Tradition Regional Park Construction Agreements. This Agreement may only be amended by written document executed by both parties.

Section 9. Interpretation; Venue. This Agreement shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or termination of this Agreement.

Section 10. Default.

(a) With respect to any event of default and/or breach under this Agreement, neither party shall be deemed in default and/or breach unless:

i. the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party;

ii. the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to commence such action as is reasonably necessary to cure said default and/or breach and thereafter diligently pursue to cure such default within a reasonable time; and

iii. the alleging party is in compliance with the provisions of this Agreement.

(b) Subject to the right to cure set forth in Section 10(a) above, in the event of a default and/or breach by the City or, Developer, the non-defaulting party shall be entitled to pursue all remedies available at law and/or equity.

[Signatures and acknowledgments appear on the following page(s)]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

CITY:

CITY OF PORT ST. LUCIE, FLORIDA, a
Florida municipal corporation

Attest:

_____,
Sally Walsh, City Clerk

(Seal)

By: _____
Shannon Martin, Mayor

Approved as to form and correctness:

_____, City Attorney

(Remainder of page intentionally left blank)

Witnesses:

Print Name:

Print Name:

[Signature]
Joshua Pierre
Sam Nino
SAM NINHO

DEVELOPER:

Mattamy Palm Beach, LLC, a Delaware limited liability company

By:

Print Name:

Its: Authorized Signatory

[Signature]
KARI KARL ALBERTSON

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 11th day of July, 2025, by Karl Albertson, as VP of Mattamy Palm Beach, LLC, a Delaware limited liability company, on behalf of the company, who ☒ is personally known to me or [] has presented _____ as identification.

[Notary Seal]

[Signature]

Notary Public-State of Florida

Print Name:

My commission expires:

* * *

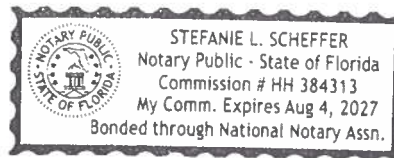


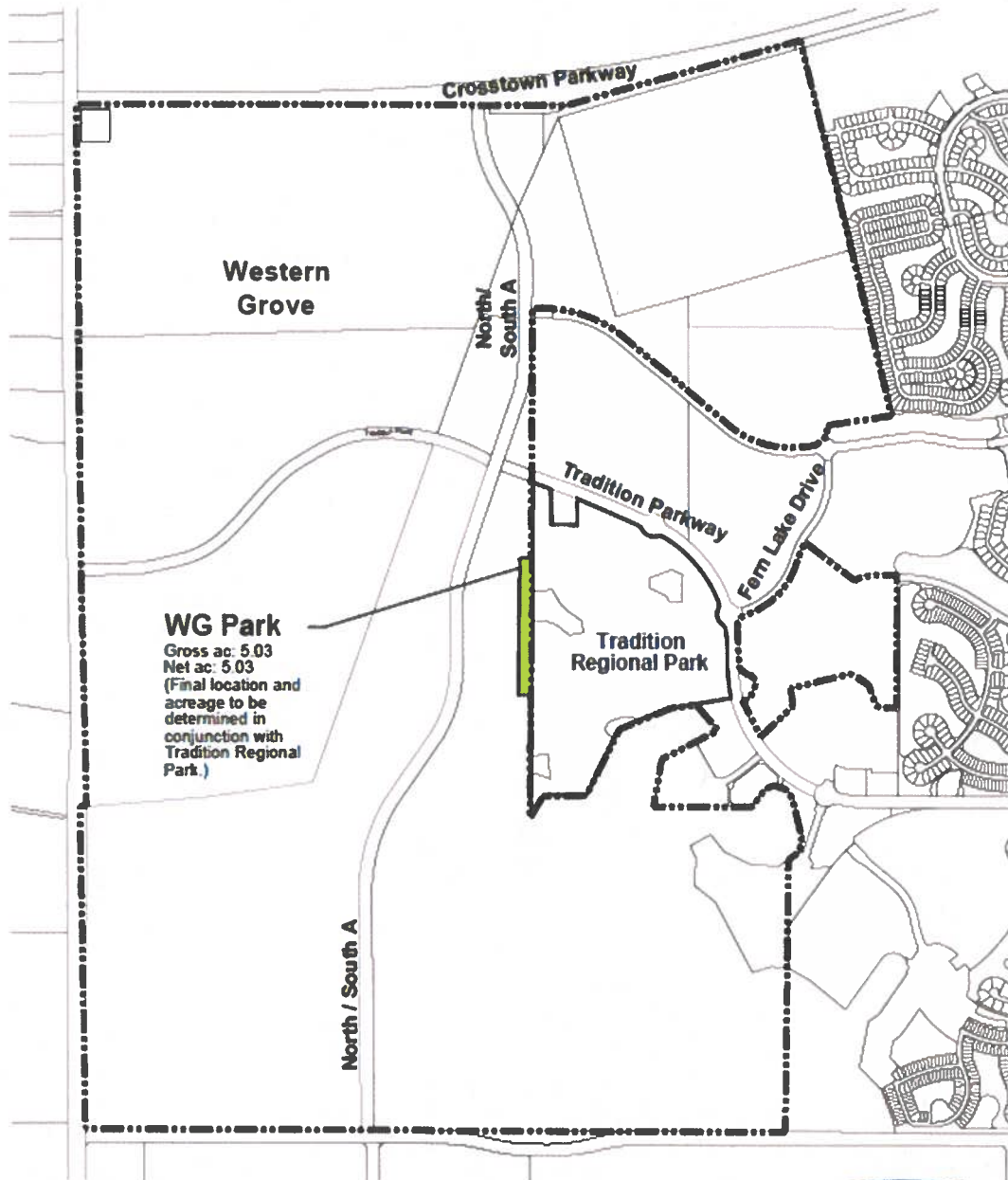
EXHIBIT "A"
LEGAL DESCRIPTION

Tract C, Western Grove Sundance Vista Blvd Subdivision Plat, according to the plat thereof recorded in Plat Book 129, Page 17, of the Public Records of St. Lucie County, Florida.

EXHIBIT "A-1" PARK SITES



Park Acreage:	
Required:	50 acres (net)
Provided:	61.6 acres (net)



Design is conceptual and is subject to future design development.
Designs are not shown separately intended for implementation of individual
and/or separate elements may require additional design.

Any existing utility lines shown on this plan are
approximate and may be subject to change. Utility lines shown are not
guaranteed to be in the proposed location of the plan.



Date: 08/16/2023



Western Grove
Port St. Lucie, Florida
Park Exhibit

EXHIBIT "B"

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and delivered on this ____ day of _____ 20__, by _____, a _____, whose mailing address is _____ (the "Grantor") and 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 (the "Grantee").

(whenever used herein the terms Grantor and Grantee shall include the heirs, legal representatives and assigns of individuals and the successors and assigns of legal entities, whenever the context so admits or requires)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee the real property situate in St. Lucie County, Florida, described as follows (the "Property"):

[INSERT LEGAL DESCRIPTION]

SUBJECT TO:

1. Taxes and assessments for the year 202__ and all subsequent years not yet due or payable;
2. Easements, restrictions, and all other matters of record (it not being the intent to reimpose same); and
3. Any matter created by or through Grantee.

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).

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 GRANTOR for the Property, 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.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its property officers thereunto duly authorized the day and year first above written.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

Witnesses:

GRANTOR:

Signature: _____

Print name: _____

Address: _____

Signature: _____

Print name: _____

Address: _____

By: _____

Print Name:

Title:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on _____, 20__, by _____, as _____ and on behalf of, _____, who is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida

SEAL