

CONVEYANCE AGREEMENT

(SG Plat 45)

Attachments:

Exhibit “A” -- Legal Description

Exhibit “B” – Development Parcel

Exhibit “C” – Proposed Plat

Exhibit “D” – Special Warranty Deed

THIS CONVEYANCE AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 2023 (“Effective Date”) by and between CHILL BUILD PSL, LLC, a Delaware limited liability company (“OWNER”), the CITY OF PORT ST. LUCIE, a Florida municipal corporation (“CITY”), and are each sometimes referred to as a “Party” and collectively as the “Parties”.

WITNESSETH

WHEREAS, Owner is the owner of certain real property located in St. Lucie County, Florida, consisting of approximately 3.71 acres and legally described as on **Exhibit “A”** (the “Property”); and

WHEREAS, Owner is also the owner of certain real property located in St. Lucie County, Florida, consisting of approximately 15.06 acres and legally described on **Exhibit “B”** (the “Development Parcel”); and

WHEREAS, the Property and Development Parcel are part of a proposed plat known as Southern Grove Plat No. 45 (the “Plat”), attached hereto as **Exhibit “C”**; and

WHEREAS, the Property will be dedicated to the City right-of-way pursuant to the Plat; and

WHEREAS, the City desires to obtain assurance from Owner that Owner will convey fee simple title to the Property to the City subsequent to recording of the Plat by a date certain; and

WHEREAS, City and Owner desire to confirm their respective rights and obligations with regard to conveyance of the Property to the City through this Agreement.

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. Conveyance of Property. Owner agrees to convey or cause the conveyance

of the Property to the City, in accordance with the following terms and conditions, within 120 calendar days of the Plat being recorded in the Public Records of St. Lucie County, Florida:

- a. Special Warranty Deed. The Property shall be conveyed at no cost to the City in fee simple title, by special warranty deed (the “Deed”), in substantially the same form as the form attached hereto and made a part hereof as **Exhibit “D”**, free and clear of all liens and encumbrances that would prevent, interfere with or limit the use of the Property for right-of-way purposes.
- b. Title, Survey and Closing Costs. At Owner’s sole cost and expense, Owner shall provide the City with an affidavit indicating there have been no changes to the conditions of the Property since the Port St. Lucie Governmental Finance Corporation conveyed the Property, and that there are no liens or other encumbrances placed on the Property. The affidavit must be in a form sufficient to the City. Additionally, Owner shall pay all traditional closing costs, including recording fees, documentary stamps, taxes or assessments outstanding on the Property at the time of the conveyance.
- c. Owner acknowledges and agrees that it will not apply for or receive further site development permits for the Development Parcel prior to satisfying the conveyance requirement set forth herein.

Section 3. Indulgence Not A Waiver. The indulgence of any 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 4. 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 any 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, ALL PARTIES HEREBY WAIVE THEIR 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 5. Time is of the Essence. Time is of the essence with regard to this Agreement.

Section 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement.

Section 7. Further Assurances. In addition to the acts recited herein and contemplated to be performed, executed and/or delivered by all Parties, all Parties agree to execute

and deliver, but without any obligation to incur any additional liability, responsibility, charge or expense, such additional documentation as may be reasonably necessary to consummate the transactions contemplated hereby.

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

DRAFT

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

DATE:

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Witnesses:

Print Name: _____

Print Name: _____

OWNER:

CHILL BUILD PSL, LLC Delaware limited liability company

By: _____

Print Name: _____

Its: Authorized Signatory

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2023, by _____, as _____ of CHILL BUILD PSL, LLC, a Delaware limited liability company, on behalf of the company.

[Notary Seal]

Notary Public-State of Florida

Print Name:

My commission expires:

* * *

Exhibit "A"
Property Legal Description

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Exhibit "B"
Development Parcel

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Exhibit "C"
Proposed Plat

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Exhibit "D"
Special Warranty Deed Form

Record and return to:

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]

DRAFT

DRAFT

Witnesses:

GRANTOR:

Signature: _____

By: _____

Print name: _____

Print Name:

Title:

Signature: _____

Print name: _____

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

DRAFT