



# Riverland/Kennedy II, LLC

1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, FL 33323

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*VIA FEDEX 7724 9212 2567*

**JESUS MEREJO, CITY MANAGER**

**CITY OF PORT ST. LUCIE**

121 SW Port St. Lucie Boulevard

Port St. Lucie, FL 34984

Telephone: (772)

**Attn: Elizabeth Hertz, Senior Deputy City Attorney**

Email: [JMerejo@cityofpsl.com](mailto:JMerejo@cityofpsl.com); [EHertz@cityofpsl.com](mailto:EHertz@cityofpsl.com)

June 19, 2023

**Dear Mr. Merejo,**

Pursuant to Sections 13 and 21 of the Amended and Restated Agreement as to Park and Recreational Facilities Impact Fees and Off-Site Drainage for City Park 1 (Riverland/Kennedy Development) dated October 24, 2022, and fully executed by the Parties as of November 2, 2022 (the "Agreement"), enclosed please find the original, signed and recorded copy of the Special Warranty Deed conveying City Park 4. This delivery via FedEx of the enclosed City Park 4 Deed, shall serve to satisfy our obligation to deliver said conveyance document. Accordingly, we intend to recognize forthwith the additional amount of impact fee credits available for our use pursuant to Section 3 of the Agreement.

Please let me know if you have any questions. Also, please note that we are diligently working on the construction of the Park Improvements and we look forward to continuing to work with the City to deliver a completed Riverland Paseo Park for the Port St. Lucie community to use and enjoy.

Sincerely,

***s/Azlina Goldstein***

**Azlina Goldstein**

Cell: (954) 559-0465

Email: [azlina.goldstein@glhomes.com](mailto:azlina.goldstein@glhomes.com)

Enclosures

Cc (via Email): City Attorney

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

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

Portions of Tax Parcel Nos: 4315-323-0001-010-1 and  
4315-323-0001-080-2

(Space Reserved for Clerk of Court)

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made and given as of the 10<sup>th</sup> day of May, 2023, by RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantor"), to and in favor of THE 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" and "Grantee" include the parties to this instrument, together with their respective successors and assigns.]

**WITNESSETH**, that Grantor, 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, has granted, bargained and sold, and by these presents does 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 2023 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** 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.

[signatures follow on next page]

**NOTE TO RECORDER:** THIS IS A CONVEYANCE OF UNENCUMBERED REAL PROPERTY FOR NO CONSIDERATION. THIS CONVEYANCE IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO §12B-4.014(2), F.A.C.

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

WITNESSES

GRANTOR:

[Signature]  
Witness signature  
Clayton Kettliff  
Print Name

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

By: [Signature] V.P.  
Name: Alan J. Fant  
Title: Vice President

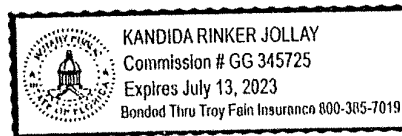
[Signature]  
Witness signature  
Kandida Rinker Jollay  
Print Name

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 means of [X] physical presence or [ ] online notarization, by Alan J. Fant, as Vice President of RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, on behalf of such company. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 10<sup>th</sup> day of May, 2023.

[Signature]  
Notary Public  
Kandida Rinker Jollay  
Typed, printed or stamped name of Notary Public  
My Commission Expires: 7.13.23



**EXHIBIT "A"**

**The Legal Description of the Property**

[see following five (5) pages]



**SKETCH AND DESCRIPTION**

THIS IS NOT A SURVEY!

**EXHIBIT "A"**

**Hills Surveying, Inc.**

**DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTIONS 18 AND 19, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF RIVERLAND PARCEL C – PLAT TEN REPLAT, AS RECORDED PLAT BOOK 95, PAGE 1 OF THE PUBLIC RECORDS, ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°03'26" WEST, ALONG THE WEST LINE OF SAID RIVERLAND PARCEL C – PLAT TEN REPLAT, A DISTANCE OF 698.04 FEET; THENCE NORTH 89°56'34" WEST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING;  
 THENCE SOUTH 00°03'26" WEST, ALONG THE WEST LINE OF A FLORIDA POWER & LIGHT EASEMENT, 200.00 FEET IN WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 746, PAGE 484, SAID PUBLIC RECORDS, A DISTANCE OF 1413.30 FEET; THENCE NORTH 89°54'51" WEST, A DISTANCE OF 654.24 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF N/S A, AS RECORDED IN OFFICIAL RECORDS BOOK 3902, PAGE 484, SAID PUBLIC RECORDS, FOR THE FOLLOWING TWO (2) DESCRIBED COURSES, NORTH 43°44'30" WEST, A DISTANCE OF 714.47 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1925.00 FEET, A CENTRAL ANGLE OF 34°50'49"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1170.78 FEET TO THE POINT OF INTERSECTION WITH A NON-RADIAL LINE; THENCE ALONG THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2860, PAGE 2678, SAID PUBLIC RECORDS, FOR THE FOLLOWING THREE (3) DESCRIBED COURSES, SOUTH 89°51'42" EAST, A DISTANCE OF 654.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 14°34'19"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 508.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2150.00 FEET, A CENTRAL ANGLE OF 13°34'04"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 509.12 FEET TO A POINT OF NON-RADIAL INTERSECTION AND THE POINT OF BEGINNING.

CONTAINING 44.000 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE STATE PLANE GRID, FLORIDA EAST ZONE (NAD 83) 1990 ADJUSTMENT, THE WEST LINE OF RIVERLAND PARCEL C – PLAT TEN REPLAT, AS RECORDED IN PLAT BOOK 95, PAGE 1, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA HAVING A BEARING OF SOUTH 00°03'26" WEST, WITH ALL OTHER BEARINGS BEING RELATIVE THERETO.

LEGEND

L.B. – LICENSED BUSINESS  
 O.R.B. – OFFICIAL RECORDS BOOK  
 PG. – PAGE  
 PGS. – PAGES  
 P.B. – PLAT BOOK

LEGEND

S.L.C. – ST. LUCIE COUNTY  
 P.O.B. – POINT OF BEGINNING  
 P.O.C. – POINT OF COMMENCEMENT  
 R/W – RIGHT-OF-WAY  
 U.E. – UTILITY EASEMENT

**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 OR ELECTRONIC SIGNATURE/SEAL IN DIGITAL FORMAT, OF A FLORIDA SURVEYOR AND MAPPER.

**Perry White**

Digitally signed by Perry White  
 DN: c=US, st=Florida, l=Lake Worth, o=Sand & Hills Surveying, Inc., cn=Perry White, email=pwhite@sand-hills.com  
 Date: 2022.06.05 08:34:45 -04'00'

DATE: 02/16/22

REV: 06/06/22

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

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**

44.00 ACRE PARCEL  
 WEST PARK SITE

SCALE:

SHEET 1 OF 5

REVIEWED: PW

DRAWN: PW

DATE: 02/17/22

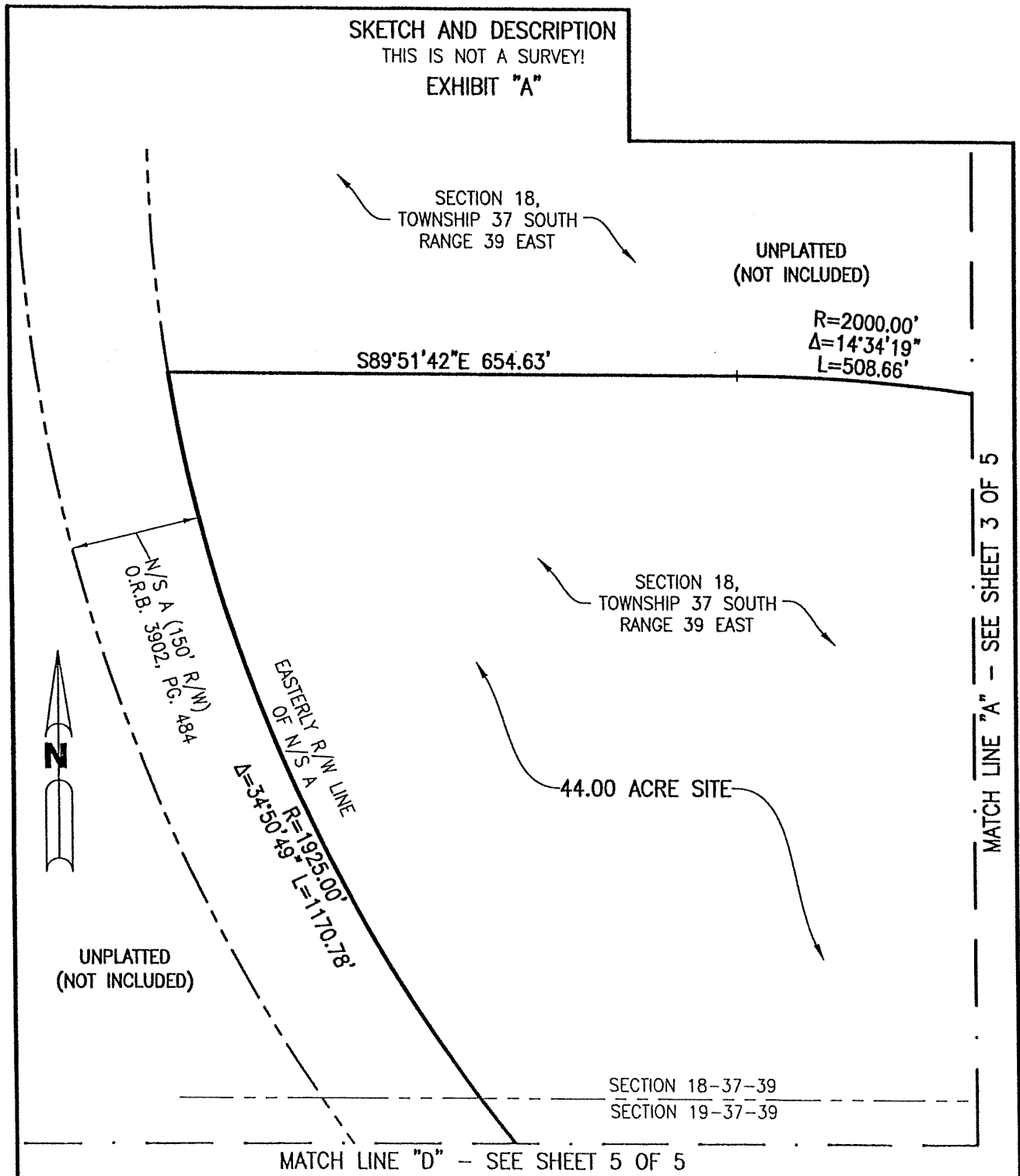
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8461 LAKE WORTH ROAD, SUITE 410

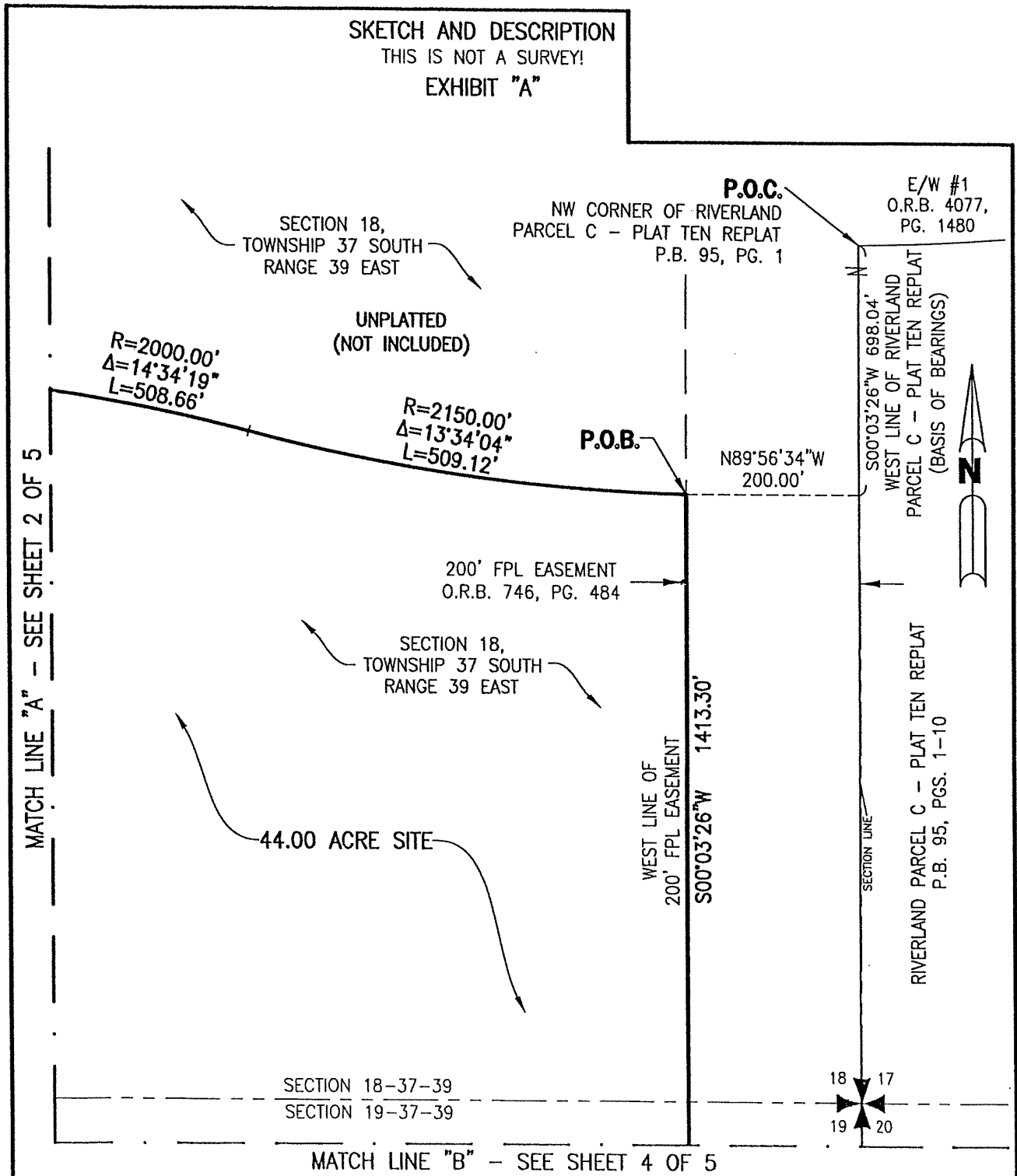
LAKE WORTH, FL 33467

Tel: 561-209-6048

L.B. NUMBER 7741



 Sand & Hills Surveying, Inc.	SKETCH & DESCRIPTION 44.00 ACRE PARCEL WEST PARK SITE	SCALE: 1" = 150'	SHEET 2 OF 5
		REVIEWED: PW	DRAWN: BEJ
		DATE: 02/16/22	DRAWING No: D0248LG82B
8461 LAKE WORTH ROAD, SUITE 410	LAKE WORTH, FL 33467	Tel: 561-209-6048	L.B. NUMBER 7741

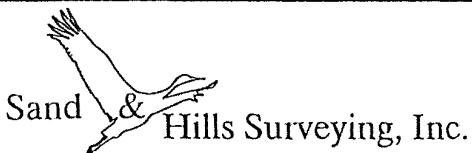
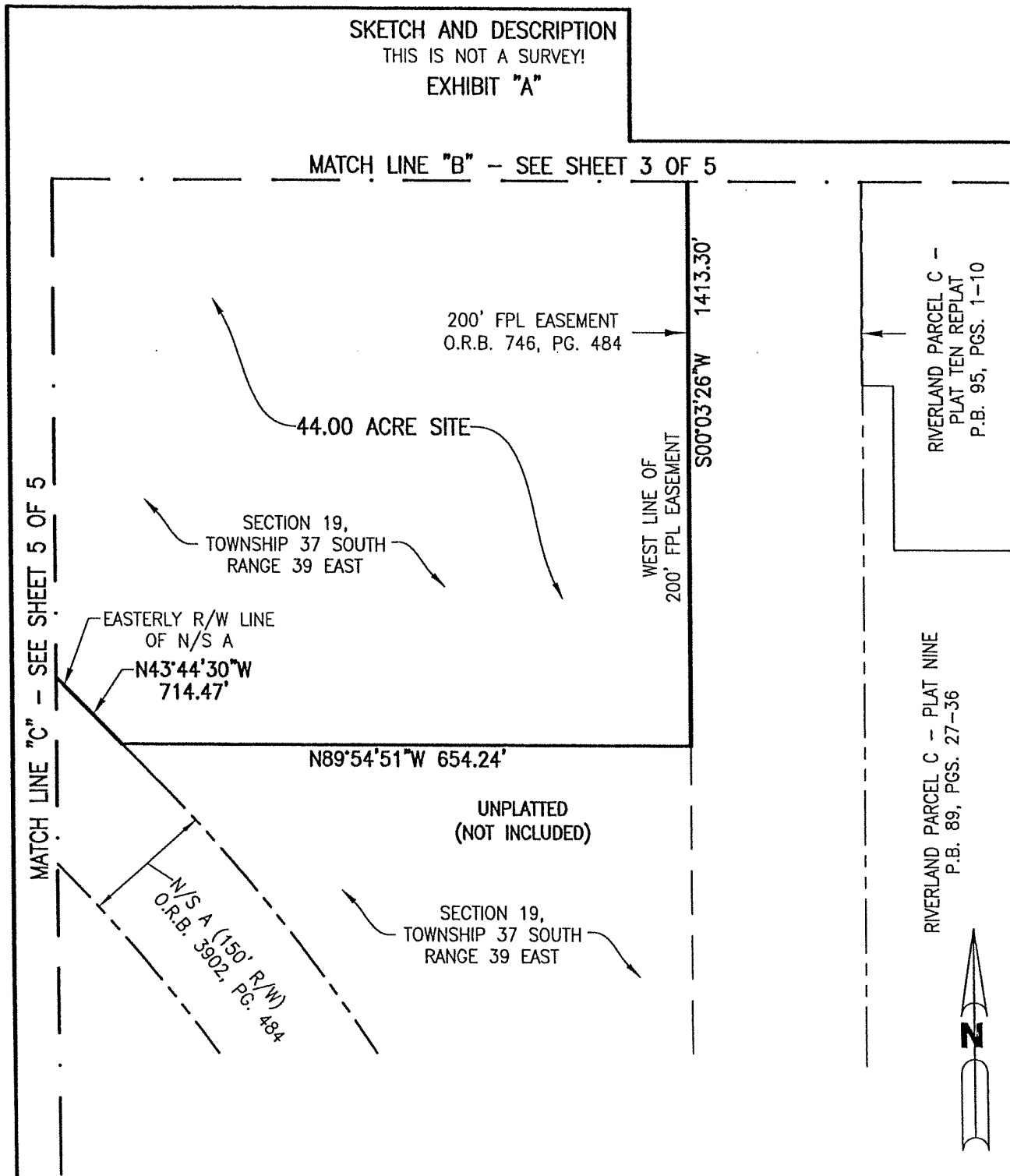


<p>Sand &amp; Hills Surveying, Inc.</p>	<p>SKETCH &amp; DESCRIPTION</p> <p>44.00 ACRE PARCEL WEST PARK SITE</p>	<p>SCALE: 1" = 150'</p>	<p>SHEET 3 OF 5</p>
		<p>REVIEWED: PW</p>	<p>DRAWN: BEJ</p>
		<p>DATE: 02/16/22</p>	<p>DRAWING No: D0248LG82B</p>
<p>8461 LAKE WORTH ROAD, SUITE 410</p>	<p>LAKE WORTH, FL 33467</p>	<p>Tel: 561-209-6048</p>	<p>L.B. NUMBER 7741</p>

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!

EXHIBIT "A"



SKETCH & DESCRIPTION

44.00 ACRE PARCEL  
WEST PARK SITE

SCALE:  
1" = 150'

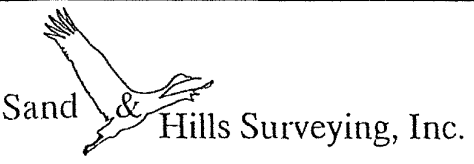
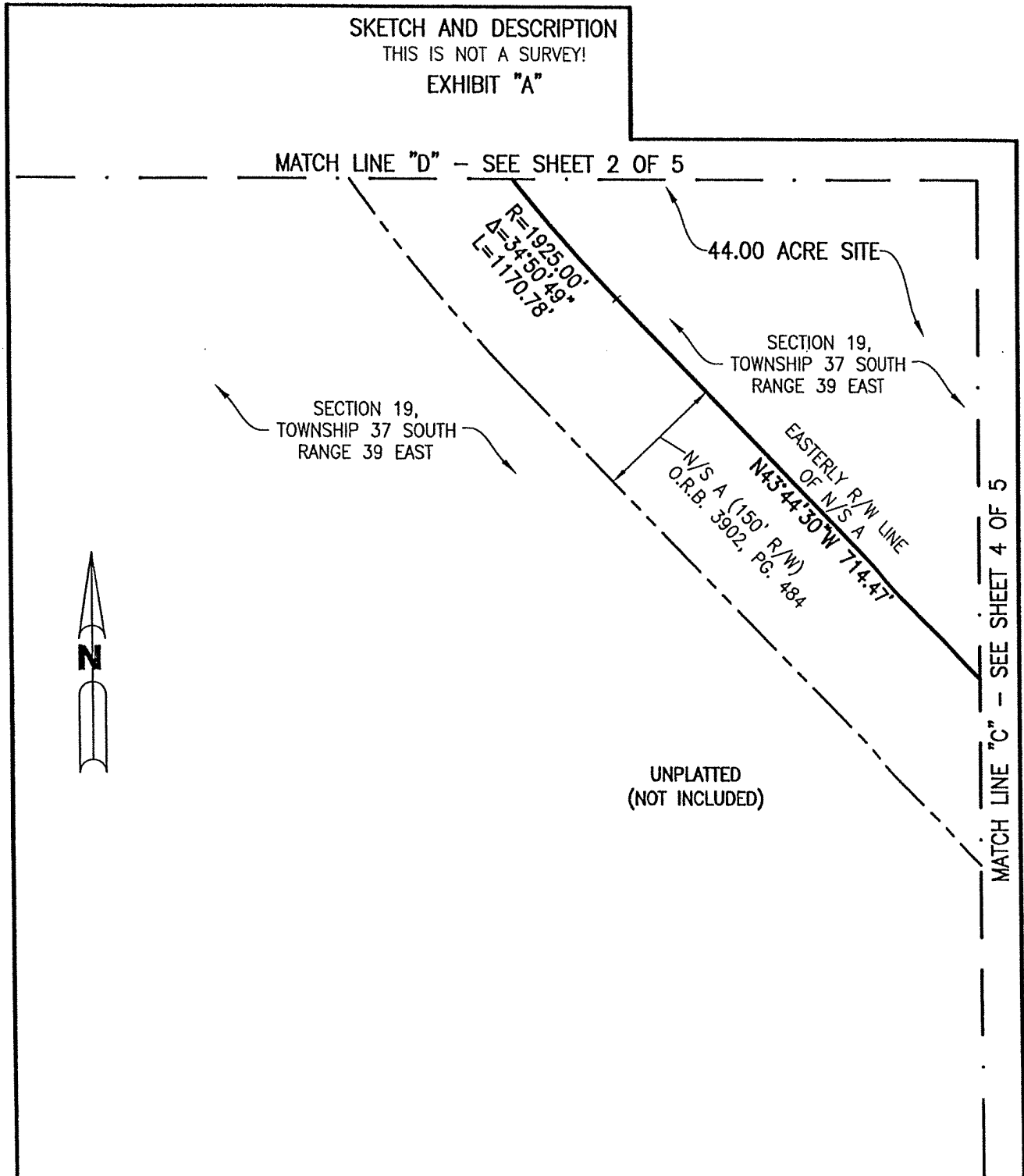
SHEET 4 OF 5

REVIEWED: PW

DRAWN: BEJ

DATE:  
02/16/22

DRAWING No:  
D0248LG82B



SKETCH & DESCRIPTION  
44.00 ACRE PARCEL  
WEST PARK SITE

SCALE: 1" = 150'	SHEET 5 OF 5
REVIEWED: PW	DRAWN: BEJ
DATE: 02/16/22	DRAWING No: D0248LG82B

**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 public park and recreational purposes (the "Permitted Use") and for no other purpose without the prior written consent of Grantor, or Grantor's successors and assigns. Furthermore, the Property is also hereby forever subject to and encumbered by the following use restrictions: (i) no shooting or archery range shall be permitted, (ii) no vehicle, tractor, mower, or trailer storage or maintenance area or area for the storage of materials such as mulch, clay or soil shall be permitted, unless such area is fenced and screened from public view by a physical barrier or landscaping (iii) no use of drones or remote control aircraft shall be permitted, (iv) any lighting for sports fields or other park facilities shall be shielded and/or directed, so as not to shine directly onto homes outside of the Property, and shall be turned off between the hours of 10:00 p.m. and 8:00 a.m., and (v) no concerts or other events shall create noise detectable at homes outside of the Property between the hours of 10:00 p.m. and 8:00 a.m.

Pursuant to section 4(n) of that certain Annexation Agreement dated July 19, 2004, as amended, among Grantor, Grantee and the other parties named therein (as amended from time to time, the "Annexation Agreement"), Grantor hereby reserves the right to use the Property for and/or in connection with agricultural and/or related purposes until the date that is one (1) year after the date on which Grantee gives Grantor written notice that Grantee intends to commence a Permitted Use on the Property.