

AFTER RECORDING PLEASE RETURN TO  
Timothy A. Burleigh  
2905 Corinthian Avenue, Suite 6  
Jacksonville, Florida 32210

This Instrument Prepared By:  
Peter Fodor  
The Trust for Public Land  
306 North Monroe Street  
Tallahassee, Florida 32301

Property Appraiser's Parcel  
Identification Number: 4410-413-0001-000/6

**WARRANTY DEED  
(STATUTORY FORM - SECTION 689.02, F.S.)**

**THIS INDENTURE**, made as of the 15th day of March A.D. 2004, between **THE TRUST FOR PUBLIC LAND**, a non-profit California corporation, whose address is 306 N. Monroe St., Tallahassee, FL 32301 Grantor, and **CITY OF PORT ST. LUCIE**, a municipality within St. Lucie County, State of Florida, whose address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Grantee.

**(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)**

**WITNESSETH:** That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in St. Lucie County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS  
REFERENCE MADE A PART HEREOF

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed, and to taxes for the current and subsequent years.

**AND** the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF** the grantor has hereunto set grantor's hand and seal, the day and year first above written.

**THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO  
CHAPTER 201.02(6), FLORIDA STATUTES.**

Ret. Landamerica Service  
10550 Deerwood Pkwy. Blvd.  
Jacksonville, Fla. 32256-0596

Signed, sealed and delivered in the presence of:

THE TRUST FOR PUBLIC LAND, a non-profit California corporation

*Carol Penrose*

(Signature of first witness)

CAROL PENROSE

(Printed name of first witness)

By: *W. Dale Allen*  
W. Dale Allen, Senior Vice President

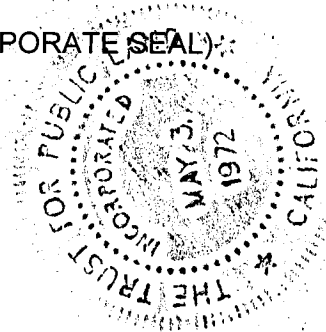
*Stacy Savoie*

(Signature of second witness)

STACY SAVOIE

(Printed name of second witness)

(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2004, by W. Dale Allen, Senior Vice President of **The Trust for Public Land, a non-profit California corporation**, on behalf of said corporation. Such person is personally known to me.

*Stacy Savoie*  
NOTARY PUBLIC

(NOTARY PUBLIC SEAL)



## EXHIBIT A

The South 452.00 feet of the North one-half (N 1/2) of Government Lot 8 of Section 10, Township 37 South, Range 40 East, lying East of the North fork of the St. Lucie River and West of the West right-of-way line of Westmoreland Boulevard, St. Lucie County, Florida.

OR BOOK 1922 PAGE 3

This Instrument Prepared By: JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY  
Peter Fodor File Number: 2143074 OR BOOK 1641 PAGE 1114  
The Trust for Public Land Recorded: 01/13/03 10:38  
306 North Monroe Street  
Tallahassee, Florida 32301

Property Appraiser's Parcel  
Identification Number:  
4410-411-0003-000/4

**WARRANTY DEED  
(STATUTORY FORM - SECTION 689.02, F.S.)**

THIS INDENTURE, made this 2 day of December, A.D. 2002, between THE TRUST FOR PUBLIC LAND, a non-profit California corporation, whose address is 306 N. Monroe St., Tallahassee, FL 32301, Grantor, and the CITY OF PORT ST. LUCIE, a political subdivision within the State of Florida, 121 Southwest Port St. Lucie Blvd., Port St. Lucie, Florida 34984-5099, Grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

**WITNESSETH:** That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in St. Lucie County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

By acceptance of this warranty deed, grantee herein hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in that certain Grant Award Agreement attached hereto as Exhibit "B," Public Records of St. Lucie County, Florida. These covenants and restrictions shall run with the Property herein described. If any of the covenants and restrictions of the Grant Award Agreement are violated by the grantee or by some third party with the knowledge of the grantee, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with the Grant Award Agreement without further notice to grantee, its successors and assigns, and grantee, its successors and assigns shall forfeit all right, title and interest in and to the Property described herein.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

**THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO  
CHAPTER 201.02(6), FLORIDA STATUTES.**

RECORD & R-TURN TO:  
LANDAMERICA SVC. CTR.  
10550 DEERWOOD PK. BLVD.  
SUITE 309  
JACKSONVILLE, FL 32256

PLEASE RETURN TO:  
Timothy A. Burleigh  
2905 Corinthian Avenue  
Suite 6  
Jacksonville, Florida 32210

OR BOOK 1641 PAGE 1115

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

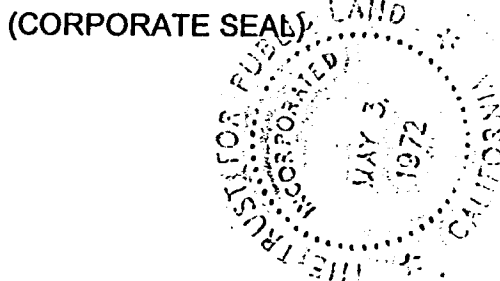
Signed, sealed and delivered in the presence of:

THE TRUST FOR PUBLIC LAND, a non-profit California corporation

Stacy Savoie  
(Signature of first witness)

By: [Signature]  
W. Dale Allen, Senior Vice President

STACY SAVOIE  
(Printed name of first witness)



Jaquay Washington  
(Signature of second witness)

Jaquay Washington  
(Printed name of second witness)

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 2 day of December, 2002, by W. Dale Allen, Senior Vice President of The Trust for Public Land, a non-profit California corporation, on behalf of said corporation. Such person is personally known to me.

Stacy Savoie  
NOTARY PUBLIC

(NOTARY PUBLIC SEAL)



OR BOOK 1641 PAGE 1116

**EXHIBIT A**

**PARCEL 1:** The North 1/2 of Government Lot 8, of Section 10, Township 37 South, Range 40 East, lying East of the North Fork of the St. Lucie River, excepting therefrom the North 157 feet thereof.

LESS THE FOLLOWING DESCRIBED 9.75 ACRE PARCEL OF LAND:

The South 452.00 feet of the North One-Half (N1/2) of Government Lot 8 of Section 10, Township 37 South, Range 40 East, lying East of the North Fork of the St. Lucie River.

and

**PARCEL 2:** The South 1,324.07 feet of Government Lot 8, Section 10, Township 37 South, Range 40 East, excepting therefrom the South 707.87 feet.

TOGETHER WITH THE FOLLOWING TWO EASEMENTS FOR PUBLIC ACCESS PURPOSES, SAID EASEMENTS TO BE APPURTENANT AND RUN WITH THE TITLE TO PARCELS 1 AND 2 DESCRIBED ABOVE:

**EASEMENT 1:**

A non-exclusive perpetual easement for ingress and egress lying over and across the South 452.00 feet of the North One-Half (N1/2) of Government Lot 8 of Section 10, Township 37 South, Range 40 East, lying East of the North Fork of the St. Lucie River and lying West of the following described line: Commence at the intersection of the South line of the North One-Half (N1/2) of said Government Lot 8 with the West right-of-way of Westmoreland Boulevard; thence North 89 degrees 59 minutes 37 seconds West along said South line, a distance of 670.17 feet to the Point of Beginning; thence North 21 degrees 49 minutes 04 seconds West departing said South line, a distance of 486.93 feet to the point of termination.

**EASEMENT 2:**

A non-exclusive perpetual 30-foot easement for ingress and egress, said easement being described as that portion of the Southerly 30 feet of the North One-Half (N1/2) of Government Lot 8 of Section 10, Township 37 South, Range 40 East, that lies Westerly of the Westerly boundary of Westmoreland Boulevard and Easterly of the Easterly boundary of a Conservation and Access Easement that is described as: Commence at the intersection of the South line of the North One-Half (N1/2) of said Government Lot 8 with the West right-of-way of Westmoreland Boulevard; thence North 89 degrees 59 minutes 37 seconds West along said South line, a distance of 670.17 feet to the Point of Beginning; thence North 21 degrees 49 minutes 04 seconds West departing said South line, a distance of 486.93 feet to the point of termination.

All of the above described lands lying and being in St. Lucie County, Florida.