

Prepared by and after recording
return to:

Riverland Associates IV, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

TEMPORARY EMERGENCY ACCESS EASEMENT

THIS TEMPORARY EMERGENCY ACCESS EASEMENT (this "**Easement**"), effective _____, 2024, is made by **RIVERLAND ASSOCIATES IV, LLLP**, a Florida limited liability limited partnership ("**Grantor**"), whose mailing address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, in favor of the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation of the State of Florida ("**Grantee**"), whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34983.

RECITALS:

- A. Grantor is the owner of that certain real property located in St. Lucie County, Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "**Grantor Parcel**"); and
- B. Grantee is a municipal corporation of the State of Florida; and
- C. Grantor has installed, or will install, and maintain at its expense, a stabilized, pervious surface accessway on a portion of the Grantor Parcel, as more particularly described and depicted in Exhibit "B" attached hereto and made a part hereof (the "**Emergency Access Easement Area**"), for the purposes described herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 (\$10.00) Dollars in and paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee and the Grantee Parties (as hereinafter defined), upon the conditions and subject to the limitations hereinafter set forth, the easements and rights set forth herein.

TO HAVE AND TO HOLD, said easements and rights unto (i) Grantee, its agents, employees, contractors, licensees, invitees, tenants, personal representatives, heirs, successors and assigns, (ii) any and all other municipal, county, state and federal governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the Grantor Parcel (severally and collectively, the "**Governmental Authorities**"), and (iii) residents, guests and licensees to the Grantor Parcel in the case of an extraordinary event (e.g., but not limited to, a sinkhole, water main break, downed electrical line) that prohibits direct access to any portion thereof through the Grantor Parcel's primary access points (collectively, "**Residents**" and, severally and collectively with Grantee and Governmental Authorities, the "**Grantee Parties**").

1. Representations, Warranties and Covenants. Grantor does hereby represent and warrant that (i) Grantor is the owner of the fee simple interest in and to such real property comprising the Grantor Parcel and the Emergency Access Easement Area, (ii) Grantor has taken all requisite action by duly authorizing the execution, delivery and performance of this Easement, and (iii) Grantor has full power and authority to enter into and to perform its obligations under this Easement.

2. Emergency Access Easement. Grantor does hereby declare, establish, grant and convey unto Grantee and the Grantee Parties a non-exclusive easement (the “**Emergency Access Easement**”) over the Emergency Access Easement Area solely for the purposes of: (i) allowing Grantee and the Governmental Authorities to perform their respective duties and activities relating to law enforcement, fire protection, emergency services and any other similar official functions or duties to be performed by Grantee or any such Governmental Authority as shall be required or appropriate; and (ii) allowing Residents to utilize the Emergency Access Easement Area for temporary access in cases of an extraordinary event (e.g., but not limited to, a sinkhole, water main break, downed electrical line) that prohibits direct access to any portion of the Grantor Parcel through the Grantor Parcel’s primary access points.

3. Termination of Emergency Access Easement. The Emergency Access Easement shall automatically terminate, be null and void and of no further force or effect and be released of record upon the recordation of any future replat of the Emergency Access Easement Area that provides emergency access to the Grantor Parcel. Notwithstanding the automatic termination of the Emergency Access Easement as provided in this paragraph, upon or after such automatic termination, Grantor shall have the right (without the joinder of any other party) to execute and record in the Public Records of St. Lucie County, Florida, at Grantor’s expense, an instrument evidencing the termination of the Emergency Access Easement. Until the Emergency Access Easement is terminated, the maintenance costs associated therewith shall be the sole responsibility and obligation of Grantor.

4. Covenants Running with the Land. Subject to the terms and conditions of paragraph 3 above, both the benefits and burdens of the easements and rights established by this Easement shall run with and bind the lands described herein and shall be binding upon and inure to the benefits of (i) any and all owners thereof and their respective agents, employees, contractors, licensees, invitees, tenants, personal representatives, heirs, successors and assigns; (ii) any and all future owners of any portion of the Grantor Parcel; and (iii) any homeowners and/or property owner’s association established by Grantor to govern the Grantor Parcel.

5. No Public Dedication. Nothing contained in this Easement shall be deemed to constitute a grant or dedication of any portion of the Grantor Parcel (including, but not limited to, the Emergency Access Easement Area) to the general public. No right, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Easement.

6. Easement Shall Continue Notwithstanding Breach. No breach of this Easement shall entitle any party hereto to cancel, rescind or otherwise terminate this Easement or the easements arising hereunder. Such limitation shall not affect any other rights or remedies which a party may have hereunder or under applicable law by reason of any such breach.

7. Recording. This easement shall become effective and binding upon the Grantor Parcel at such time as a fully executed and acknowledged copy is filed in the Public Records of St. Lucie County, Florida.

8. Governing Law. This Easement shall be construed in accordance with and governed by the internal laws of the State of Florida.

9. Cooperation. All parties hereto agree to cooperate fully and execute and record any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement. Additionally, Grantor agrees to provide a corrective easement to Grantee in the event the legal description associated with this Agreement is reasonably deemed inaccurate or otherwise incorrect, by Grantee at Grantor's expense.

[Signatures and acknowledgements appear on the following page]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first above written.

Signed and delivered
in the presence of:

GRANTOR:

RIVERLAND ASSOCIATES IV, LLLP, a Florida
limited liability limited partnership

By: Riverland IV Corporation, a Florida
corporation, is general partner

Shardlyn Webb

Witness One

Print Name: SHARDLYN WEBB

Address: 1600 SAWGRASS CORP PKWY #400
SUNRISE, FL 33323

[Signature]

By:

Steven M. Helfman, Vice President

Kandida Rinker Jollay

Witness Two

Print Name: Kandida Rinker Jollay

Address: 1600 Sawgrass Corp Pkwy #400
Sunrise, FL 33323

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of August, 2024, by Steven M. Helfman, as Vice President of Riverland IV Corporation, a Florida corporation, the general partner of RIVERLAND ASSOCIATES IV, LLLP, a Florida limited liability limited partnership, on behalf of said corporation and partnership, who is known to me, or produced _____ as identification.

Kandida Rinker Jollay

Notary Public

Print Name: *Kandida Rinker Jollay*

My Commission Expires: 7.13.27

Notary Seal

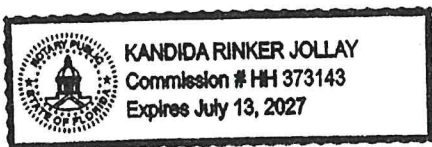


EXHIBIT "A"

Legal Description of the Grantor Parcel

All of RIVERLAND PARCEL D – PLAT TWO, according to the plat thereof, as recorded in Plat Book 119, Page 1 of the Public Records of St. Lucie County, Florida.

EXHIBIT "B"

Legal Description and Sketch of the Emergency Access Easement Area

[See attached two (2) pages]

SKETCH AND DESCRIPTION
THIS IS NOT A SURVEY!



DESCRIPTION:

BEING A PORTION OF TRACT "OS1", RIVERLAND PARCEL D - PLAT TWO, AS RECORDED IN PLAT BOOK 119, PAGE 1, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE MOST EASTERLY, SOUTHEAST CORNER OF SAID TRACT "OS1"; THENCE NORTH 00°28'42" WEST, ALONG THE EAST LINE OF SAID TRACT "OS1", A DISTANCE OF 154.84 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°52'25" WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 00°28'42" WEST, ALONG THE EAST LINE OF TRACT "A", SAID RIVERLAND PARCEL D - PLAT TWO, A DISTANCE OF 14.00 FEET; THENCE SOUTH 89°52'25" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 00°28'42" EAST, ALONG SAID EAST LINE OF TRACT "OS1", A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1120 SQUARE FEET OR 0.026 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE GRID, FLORIDA EAST ZONE, NAD 83, THE EAST LINE OF TRACT "OS1", RIVERLAND PARCEL D - PLAT TWO, AS RECORDED IN PLAT BOOK 119, PAGE 1, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 00°28'42" WEST, WITH ALL OTHER BEARINGS BEING RELATIVE THERETO.

LEGEND:

- L - LENGTH
- L.B. - LICENSED BUSINESS
- O.R.B. - OFFICIAL RECORDS BOOK
- P.B. - PLAT BOOK
- PG. - PAGE
- R/W - RIGHT-OF-WAY
- CL - CENTERLINE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- U.E. - UTILITY EASEMENT
- U.E.-R.A. - UTILITY EASEMENT-RESTRICTED AREA

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.

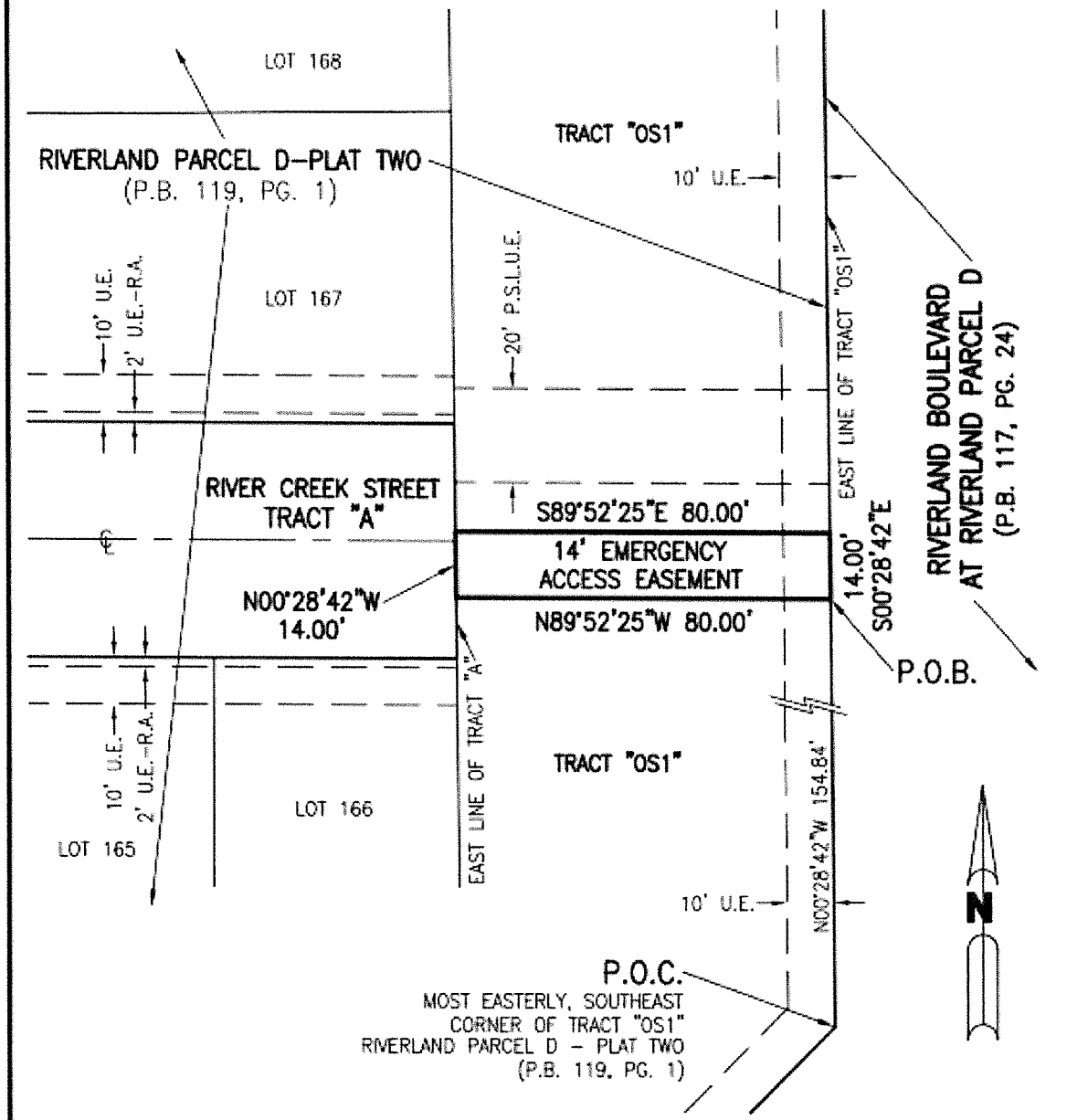
Digitally signed by Perry White
DN: cn=Perry White, o=Sand & Hills
Surveying, ou=Surveying, email=perrywhite@shills.com,
c=US
Perry White
PERRY C. WHITE 8/19/24
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4213

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 14' EMERGENCY ACCESS EASEMENT RIVERLAND PARCEL D-PLAT TWO	SCALE: NONE	SHEET 1 OF 2
	REVIEWED: PW	DRAWN: BEJ
	DATE: 8/19/24	DRAWING No: D0248LG03D

SKETCH AND DESCRIPTION
THIS IS NOT A SURVEY!



SKETCH & DESCRIPTION 14' EMERGENCY ACCESS EASEMENT RIVERLAND PARCEL D-PLAT TWO	SCALE:	SHEET 2 OF 2
	1" = 30'	
	REVIEWED: PW	DRAWN: BEJ
	DATE:	DRAWING No:
	8/19/24	D0248LG03D