

This instrument prepared by:  
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For Official Use Only  
Tax Parcel I. D. #: 3302-707-0003-000-7

### **SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** made this \_\_\_\_ day of \_\_\_\_\_, 2025, by **MIDWAY GLADES DEVELOPERS, LLC**, a Delaware limited liability company whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (the “**Grantor**”), to the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation whose address is 121 Southwest Port St. Lucie Boulevard, Port St. Lucie, FL 34984 (the “**Grantee**”).

(Whenever used herein, the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, personal representatives and assigns of individuals, and the successors and assigns of trustees, corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

### **WITNESSETH:**

**THAT GRANTOR**, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee all that certain real property situate, lying and being in St. Lucie County, Florida (the “**Property**”), being more particularly described on **Exhibit “A”**, attached hereto and made a part hereof

**SUBJECT TO** (a) taxes and assessments accruing subsequent to conveyance of the Property, (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, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same, and (d) those matters set forth on **Exhibit “B”** attached hereto and made a part hereof.

**TOGETHER** with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same 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, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but none other.

**IN WITNESS WHEREOF**, Grantor has executed and delivered this instrument and has intended this instrument to be and become effective as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

MIDWAY GLADES DEVELOPERS, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Graydon E. Miars, Vice President

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Two witnesses as to Grantor

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of (check one)  
[ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025,  
by Graydon E. Miars, as Vice President of MIDWAY GLADES DEVELOPERS, LLC, a  
Delaware limited liability company, on behalf of said company. Said person (check one) [ ] is  
personally known to me, [ ] produced a driver's license (issued by a state of the United States  
within the last five (5) years) as identification, or [ ] produced other identification, to wit:

\_\_\_\_\_.

[Affix Notary Seal]

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Exhibit "A"**  
**Legal Description of the Property**

**TRACT "C1" OF THE PLAT OF LTC RANCH WEST PHASE 2, BEING A REPLAT OF TRACT "A" OF THE PLAT OF LTC RANCH WEST PHASE 1, AS RECORDED IN PLAT BOOK 117, PAGE 10 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.**

**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.**

**Exhibit "B"**  
**(to Special Warranty Deed)**

Grantee's acceptance of title to the Property is subject to any condition, restriction, limitation or other matter of record, however, shall not be construed as a waiver by Grantee of Grantee's 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 use only for park and recreational purposes (the "**Permitted Use**") and for no other purpose without written consent from Grantor or Grantor's successors and assigns, which approval shall not be unreasonably withheld. For purposes of the Permitted Use, a safety village use is deemed a park and recreational purpose. A safety village is defined as a facility with the mission to provide the community with hands-on injury prevention education programs which encourage and instill behavior modifications and changes.

The Property, including without limitation any use thereof for a safety village, is also hereby forever subject to and encumbered by the following use restrictions: (a) no shooting or archery range shall be permitted, (b) 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 screened from public view from outside the Property by landscaping or a physical barrier, (c) 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 p.m. and 8 a.m., and (d) no concerts or other events shall create noise detectable at homes outside of the Property between the hours of 10 p.m. and 8 a.m.