

This Instrument Was Prepared  
By and Should Be Returned To:

Steven R. Parson, Esquire  
SHUTTS & BOWEN LLP  
525 Okeechobee Blvd., Suite 1100  
West Palm Beach, Florida 33401

A portion of  
Tax Folio No.: 4315-700-0032-000-1

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is executed as of the 28<sup>th</sup> day of May, 2020, by **MATTAMY PALM BEACH LLC**, a Delaware limited liability company (the “**Grantor**”), whose mailing address is 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, FL 33426, to **AMERICA WALKS AT PORT ST. LUCIE, LLC**, an Ohio limited liability company (the “**Grantee**”), whose mailing address is 2211 Medina Road, Suite 100, Medina, OH 44256 Attn: Kevin M. Brokaw.

### WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is acknowledged, has granted, bargained, and sold to Grantee and Grantee’s heirs and assigns forever, the following described real property situate, lying, and being in St. Lucie County, Florida, and legally described as follows:

See Exhibit “A” attached hereto and made a part hereof (the “**Property**”).

**TOGETHER** with all easements, tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property, and the reversion and reversions, remainder and remainders, rents, issues, and profits of the Property, and all the estate, right, title and interest whatsoever of the Grantor in and to the Property, with the hereditaments and appurtenances to the Property.

**SUBJECT**, however, to real property taxes and assessments for the year 2020 and subsequent years; zoning and other regulatory laws and ordinances; those matters described on Exhibit “B” attached hereto (“**Existing Exceptions**”), provided, however, that nothing herein shall be deemed to reimpose any of the foregoing; and those matters listed on Exhibit “C” attached hereto (“**Additional Covenants and Restrictions**”).

Grantor, as the successor “Developer” pursuant to Resolution 15-R95 by the City of Port St. Lucie adopting the Amended and Restated Development Order for the Southern Grove Development of Regional Impact, as memorialized by that Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded in Official Records Book 3826, Page 2235, Public Records of St. Lucie County, Florida, as amended from time to time (the “**Development Order**”), hereby assigns to Grantee certain Southern Grove DRI entitlements for the development of up to four hundred and ten (410) multi-family residential units on the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

Grantor does hereby covenant 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 that Grantor hereby warrants title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others.

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

Signed, sealed, and delivered in the presence of:

MATTAMY PALM BEACH LLC, a Delaware limited liability company

Kystal Travers  
Signature of Witness  
Kystal Travers  
Print name of Witness 1

By: [Signature]  
Name: ANTHONY PALUMBO  
Title: VICE PRESIDENT

Catherine Zaccaro  
Signature of Witness 2  
Catherine Zaccaro  
Print name of Witness 2

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 26<sup>th</sup> day of May, 2020, by Anthony Palumbo, as Vice President of MATTAMY PALM BEACH LLC, a Delaware limited liability company, on behalf of the company, who  is personally known to me or  has produced FL Driver License as identification.

(NOTARY SEAL)

[Signature]  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Serial No.: \_\_\_\_\_



SISOUNTHONHE APHEWFHAD  
Commission # GG 173648  
Expires January 11, 2022  
Bonded Thru Budget Notary Services

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

Tract D, of SOUTHERN GROVE REPLAT NO. 30, according to the Plat thereof, as recorded in Plat Book 87, Page 17, of the Public Records of St. Lucie County, Florida.

**EXHIBIT "B"****EXISTING EXCEPTIONS**

1. Reservations as to oil, gas or minerals as contained in Deeds recorded December 1, 1938 in Deed Book 93, Pages 438, together with and as affected by Deed recorded October 1, 1969 in Official Records Book 180, Page 626, and Notice Pursuant to Section 704.05 and 712, Florida Statutes recorded August 12, 1975 in Official Records Book 242, Page 1977, of the Public Records of St. Lucie County, Florida. NOTE: Right of entry has been released per MRTA.
2. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page(s) 17-50, of the Public Records of St. Lucie County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
3. Ordinance No. 95-039, relating to regulation of use & development of land recorded in Official Records Book 981, Page 1615, and in Official Records Book 992, Page 2862, as affected by Ordinance No. 00-002, Amending Libraries Impact Fees, recorded in Official Records Book 1301, Page 2302, of the Public Records of St. Lucie County, Florida.
4. Ordinance No. 99-001, Amending Land Development Code, recorded in Official Records Book 1203, Page 1026, of the Public Records of St. Lucie County, Florida.
5. Obligations contained in that Reservoir Access Easement Agreement by and between A. Duda And Sons, Inc., a Florida corporation, Westchester Development Company, LLC, a Florida limited liability company, and Horizons St. Lucie Development, LLC, a Florida limited liability company, recorded on June 6, 2002 in Official Records Book 1536, Page 1754, of the Public Records of St. Lucie County, Florida.
6. Terms, conditions and provisions contained in that certain Annexation and Development Agreement by and between Westchester Development Company, LLC, a Florida limited liability company; Horizons St. Lucie Development, LLC, a Florida limited liability company; Bernard A. Egan Groves, Inc., a Florida corporation; A. Duda & Sons, Inc., a Florida corporation and the City of Port St. Lucie, a Florida municipal corporation as recorded January 28, 2003 in Official Records Book 1648, Page 2879, of the Public Records of St. Lucie County, Florida.
7. Covenants, conditions, restrictions and other matters, including provisions creating easements, levying assessments and lien rights, contained in that certain Commercial Charter for TRADITION recorded November 23, 2004 in Official Records Book 2098, Page 1697, as amended or affected by: First Amendment to Commercial Charter for Tradition recorded July 6, 2006 in Official Records Book 2605, Page 908, Amendment to the Commercial Charter for Tradition recorded April 17, 2008 in Official Records Book 2963, Page 369; Amended and Restated Consent to Use recorded in Official Records Book 2984, Page 2242; Amendment to Commercial Charter for Tradition recorded September 24, 2008 in Official Records Book 3017, Page 224; Amendment to Commercial Charter for Tradition recorded January 20, 2009 in Official Records Book 3052, Page 1102; Supplement and Amendment to Commercial Charter for Tradition as recorded December 30, 2009 in Official Records Book 3158, Page 2213; Amendment to the Commercial Charter for Tradition recorded January 12,

2010 in Official Records Book 3161, Page 2290; Amendment to the By-Laws of The Tradition Commercial Association, Inc., a Florida corporation not-for-profit as recorded March 7, 2011 in Official Records Book 3274, Page 846; Assignment of Founder's Rights (Tradition Commercial Charter) to PSL Acquisitions, LLC, an Iowa limited liability company d/b/a PSL Acquisitions I, LLC as recorded September 19, 2011 in Official Records Book 3325, Page 1277; Certificate of Amendment recorded July 9, 2015 in Official Records Book 3766, Page 637; Supplement to Commercial Charter for Tradition recorded June 3, 2016 in Official Records Book 3875, Page 2326; Amendment to Commercial Charter for Tradition as recorded March 20, 2018 in Official Records Book 4109, Page 2918; Certificate of Amendment to Commercial Charter for Tradition recorded March 29, 2018 in Official Records Book 4113, Page 2789; Assignment of Founder's Rights recorded July 5, 2018 in Official Records Book 4153, Page 969; Supplement to Commercial Charter for Tradition recorded September 25, 2018 in Official Records Book 4184, Page 40; and Amendment to Commercial Charter for Tradition recorded September 24, 2019 in Official Records Book 4323, Page 1739; of the Public Records of St. Lucie County, Florida.

8. Annexation Agreement between Horizons Acquisition 5, LLC, Horizons Acquisition 2, LLC, St. Lucie Associates II, LLLP, St. Lucie Associates III, LLLP, ACR Properties, LLC, and the City of Port St. Lucie dated July 19, 2004, recorded January 13, 2005 in Official Records Book 2137, Page 2419 (originally affects all of Plat No. 3), as affected by Partial release of Annexation Agreement recorded November 25, 2008 in Official Records Book 3036, Page 2348 (Releases Southern Grove Parcels, except Parcels 25, 27 and a portion of Parcel 29, from certain matters), as amended by First Amendment to Annexation Agreement dated May 16, 2005, Second Amendment to Annexation Agreement approved by City Council on July 25, 2005, Third Amendment with Riverland dated on or about November 16, 2009, Fourth Amendment with Wilson Grove dated on or about November 16, 2009, and Fifth Amendment to Annexation Agreement recorded January 8, 2010 in Official Records Book 3160, page 2856 (adds in South Grove), as affected by that certain Ordinance No. 10-17 (Sixth Amendment) recorded December 17, 2010 in Official Records Book 3254, Page 1362, and as affected by that certain Final Release recorded December 17, 2010 in Official Records Book 3254, Page 1355, of the Public Records of St. Lucie County, Florida.
9. Development Order for The Southern Grove Development of Regional Impact evidenced and affected by Notice of Adoption of the Development Order for The Southern Grove Development of Regional Impact as recorded October 30, 2006 in Official Records Book 2689, Page 189, as amended and restated by that certain Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact as recorded August 21, 2007 in Official Records Book 2868, Page 1267, as affected by that certain Assignment of Land Use Entitlements recorded in Official Records Book 3325, Page 1285, Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact recorded May 18, 2012 in Official Records Book 3391, Page 940, Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact recorded December 20, 2012 in Official Records Book 3466, Page 342; Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact recorded April 16, 2015 in Official Records Book 3736, Page 440; Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded January 13, 2016 in Official Records Book 3826, Page 2235,

Assignment and Assumption of Development Rights recorded June 28, 2018 in Official Records Book 4150, Page 2734 (SG DRI to 3rd Party), and as assigned to Mattamy Palm Beach LLC, a Delaware limited liability company by virtue of that certain Assignment and Assumption of Development Rights recorded July 5, 2018 in Official Records Book 4153, Page 873, and Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded in Official Records Book 4372, Page 2238, of the Public Records of St. Lucie County, Florida.

10. Declaration of Restrictions by Horizons St. Lucie Development, LLC, Tradition Development Company, LLC and Horizons Acquisition 5, LLC recorded December 29, 2006 in Official Records Book 2729, Page 2344, as affected by First Amendment to Declaration of Restrictions by and between Mann RC, LLC, a Florida limited liability company; Martin Memorial Acquisition, LLC, a Florida limited liability company; Horizons St. Lucie Development, LLC, a Florida limited liability company and Horizons Acquisition 5, LLC, a Florida limited liability company and Tradition Development Company, LLC, a Florida limited liability company as recorded September 4, 2009 in Official Records Book 3124, Page 679, and Second Amendment to Declaration of Restrictions recorded February 18, 2016 in Official Records Book 3837, Page 2609, of the Public Records of St. Lucie County, Florida.
11. Notice of Establishment of the Southern Grove Community Development District No. 2, recorded May 9, 2007 in Official Records Book 2814, Page 1375; Notice of Establishment of the Southern Grove Community Development District No. 5A as recorded May 9, 2007 in Book 2814, Page 1392; together with Amended and Restated District Development Interlocal Agreement recorded June 11, 2008 in Book 2983, Page 1074; City/District No. 5A Interlocal Agreement recorded February 5, 2009 in Book 3057, Page 1403; Assignment and Direction recorded March 4, 2009 in Book 3065, Page 1878; Notice of (1) Merger of Southern Grove Community Development District No. 5 into Southern Grove Community Development District 5A and (2) Change of Name of Southern Grove Community Development District No. 5A to Southern Grove Community Development District No. 5 as recorded November 13, 2009 in Book 3145, Page 397; Amended and Restated District Development Interlocal Agreement by and among Southern Grove Community Development District No. 1, Southern Grove Community Development District No. 2, Southern Grove Community Development District No. 3, Southern Grove Community Development District No. 4, Southern Grove Community Development District No. 5, and Southern Grove Community Development District No. 6 as recorded May 15, 2013 in Official Records Book 3517, Page 2267, as affected by: Second Amended and Restated District Development Interlocal Agreement by and among Southern Grove Community Development District Nos. 1, 2, 3, 4, 5 and 6 as recorded July 16, 2013 in Official Records Book 3539, Page 672; Interlocal Agreement among the Port St. Lucie Community Redevelopment Agency, the City of Port St. Lucie and the Southern Grove Community Development District No. 1 recorded May 7, 2014 in Official Records Book 3628, Page 2887; Lien of Record for Southern Grove Community Development District No. 5 recorded in Official Records Book 3700, Page 1882, as affected by Partial Assignment of Dedications to Southern Grove Community Development District No. 5 as recorded December 18, 2014 in Official Records Book 3700, Page 1904 and Partial Assignment of Dedications recorded December 18, 2014 in Official Records Book 3700, Page 1910; and Notice of Public Financing and Maintenance of Improvements - Southern Grove Community Development District Nos. 1 through 6 as recorded January 16, 2015 in

- Official Records Book 3708, Page 1198, and as affected by that certain Partial Assignment of Platted Interests to Provide a Drainage Outfall for the Community Boulevard Drainage System within Southern Grove as recorded June 25, 2019 in Official Records Book 4287, page 2679, of the Public Records of St. Lucie County, Florida.
12. Educational Facilities Impact Fee Credit Agreement by and between Horizons Acquisition 5, LLC and Horizons St. Lucie Development, LLC and The School Board of St. Lucie County, Florida (Southern Grove DRI) as recorded October 5, 2007 in Official Records Book 2889, Page 650, of the Public Records of St. Lucie County, Florida.
  13. Terms and provisions for Waiver and Consent as to Special Assessments as recorded October 8, 2007 in Official Records Book 2889, Page 2823, as affected by: Waiver as to Special Assessments recorded December 27, 2007 in Official Records Book 2920, Page 2681, of the Public Records of St. Lucie County, Florida.
  14. Blanket Flowage Easement [Village Parkway-Southern Grove] granted to the City of Port St. Lucie for surface water drainage recorded November 7, 2007 in Official Records Book 2902, Page 1220, of the Public Records of St. Lucie County, Florida.
  15. Settlement Agreement Including Impact Fee Credit Agreement by and between St. Lucie County, Florida and Development Entities as recorded November 20, 2007 in Official Records Book 2906, Page 1203, of the Public Records of St. Lucie County, Florida.
  16. Fire/EMS Development and Impact Fee Agreement recorded December 14, 2007 in Official Records Book 2916, Page 661, as affected by First Amendment recorded in Official Records Book 3062, Page 938, of the Public Records of St. Lucie County, Florida.
  17. Amended and Restated District Development Interlocal Agreement recorded June 11, 2008 in Official Records Book 2983, Page 1074 (Traditions CDD 1-10), as affected by Assignment and Direction recorded March 4, 2009 in Official Records Book 3065, Page 1878; as affected by Notice of Financing Plan and Maintenance of Improvements, Traditions Community Development District Nos. 1 through 10 recorded November 13, 2012 in Official Records Book 3453, Page 643, as amended and restated by Amended and Restated Notice of Public Financing and Maintenance Improvements – Tradition Community Development Districts Nos. 1 through 10 recorded October 24, 2014 in Official Records Book 3684, Page 473, as affected by Interlocal Agreement to Maintain Landscaping and Related Improvements Lying within Certain Arterial and Collector Road Right of Ways – Traditions Community Development District Nos. 1-10 recorded April 24, 2015 in Official Records Book 3739, Page 622, as affected by First Amendment recorded October 5, 2016 in Official Records Book 3919, Page 679; of the Public Records of St. Lucie County, Florida.
  18. Declaration of Restrictions as set forth in instrument recorded June 18, 2009 in Official Records Book 3101, Page 127, of the Public Records of St. Lucie County, Florida.
  19. Impact Fee Pre-Payment Agreement recorded November 6, 2009 in Official Records Book 3143, Page 1301 (Southern Grove DRI); Notice of Assignment of Impact Fees recorded November 9, 2009 in Official Records Book 3143, Page 2986 (Southern Grove to Horizons) as re-recorded December 4, 2009 in Official Records Book 3150, Page 2025 (Southern Grove to Horizons), together with Impact Fee Pre-Payment Agreement recorded December 17, 2009 in Official Records Book 3154, Page 2521; Impact Fee Pre-Payment Agreement recorded December 17, 2009 in Official Records Book 3154, Page 2556; Notice of Assignment of Impact Fees recorded April 15, 2014 in Official Records Book 3621, Page 2909 (Tradition to 3rd Party); Notice of Assignment of Impact Fees recorded May 8, 2015 in Official Records Book 3744, Page 734 (Southern Grove to Traditions); Notice of Assignment

- of Impact Fees recorded February 28, 2017 in Official Records Book 3968, Page 17 (SG to Traditions), Assignment and Certificate recorded December 1, 2017 in Official Records Book 4070, Page 1051 (SG DRI to 3rd Party), Assignment and Certificate recorded December 11, 2017 in Official Records Book 4074, Page 426 (SG DRI to 3rd Party), and Amended and Restated Assignment and Certificate recorded January 24, 2018 in Official Records Book 4090, Page 655 (SG DRI to 3rd Party), and as assigned to Mattamy Palm Beach LLC, a Delaware limited liability company, by virtue of that certain Assignment of Impact Fee Credits recorded July 5, 2018 in Official Records Book 4153, Page 992, of the Public Records of St. Lucie County, Florida.
20. Interlocal Agreement Relating to Irrigation Services and Non-Exclusive Franchise in favor of Tradition Irrigation Company, LLC, as evidenced in and affected by Resolution 11-R06 authorizing an Interlocal Agreement relating to irrigation service with the Developments known as Tradition and Southern Grove recorded March 16, 2011 in Official Records Book 3276, Page 1487, of the Public Records of St. Lucie County, Florida.
  21. Public Building Impact Fee Credit Agreement between St. Lucie County and Tradition Land Company, LLC recorded April 14, 2015 in Official Records Book 3735, Page 76, of the Public Records of St. Lucie County, Florida.
  22. Use Restriction recorded December 30, 2015 in Official Records Book 3822, Page 798, of the Public Records of St. Lucie County, Florida.
  23. Deed restrictions contained in that certain Special Warranty Deed recorded in Official Records Book 4153, Page 856, of the Public Records of St. Lucie County, Florida.
  24. Terms and conditions of that Post-Closing Agreement dated June 29, 2018 between Port St. Lucie Governmental Finance Corporation and Tradition Land Company, LLC, recorded June 28, 2018 in Official Records Book 4150, Page 2787, together with and as affected by Assignment and Assumption dated June 29, 2018 between Tradition Land Company, LLC and Mattamy Palm Beach LLC recorded July 5, 2018 in Official Records Book 4153, Page 889, as affected by Founder's Consent recorded September 18, 2018 in Official Records Book 4181, Page 2085, of the Public Records of St. Lucie County, Florida.
  25. Temporary License Agreement between Mattamy Palm Beach, LLC, a Delaware limited liability company and Southern Grove Community Development District No. 1, as recorded February 13, 2019 in Official Records Book 4232, Page 1612, of the Public Records of St. Lucie County, Florida.
  26. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Southern Grove Replat No. 30, as recorded in Plat Book 87, Page(s) 17, of the Public Records of St. Lucie County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
  27. Access and Utility Easement from Mattamy Palm Beach LLC, a Delaware limited liability company and City of Port St. Lucie, Florida, as recorded April 15, 2020, in Book 4408, Page 2297, of the Public Records of St. Lucie County, Florida.



## EXHIBIT "C"

### ADDITIONAL COVENANTS AND RESTRICTIONS

The Property described on Exhibit "A" to this Special Warranty Deed is made subject to the covenants and restrictions set forth on this Exhibit "C" (the "**Additional Covenants and Restrictions**") which: (a) shall be covenants running with the land and binding upon Grantee and its successors and assigns; and (b) may enforced by, and in the sole discretion of, Grantor and its successors and assigns. By acceptance of said Special Warranty Deed, Grantee accepts and agrees to be bound legally by the Additional Covenants and Restrictions.

#### Permitted Use

Grantee shall develop and use the Property for up to four hundred and ten (410) multi-family residential rental units and associated recreational amenities, including a clubhouse with a pool and restaurant exclusively for residents, docks, boardwalks, dog parks and/or therapy/examination rooms (which may be leased and or licensed to a third party operator) (the "**Permitted Use**") and no other purpose without the prior written consent of Grantor. The Property shall be restricted to the Permitted Use for a period of five (5) years commencing with the issuance of a certificate of occupancy, or its equivalent, by the City of Port St. Lucie for the first residential rental unit constructed on the Property.

#### Community Development Districts

The Southern Grove Community Development Districts (the "**CDDs**") were formed for operation and maintenance of the Southern Grove DRI, and possible other purposes in the future. Grantee shall comply with all of the requirements of the applicable CDDs, such as those relating to the payment of operations and maintenance assessments associated with the CDDs.

#### Assessments and Entitlements

Grantor has allocated and assigned herein entitlements for the development of up to four hundred and ten (410) multi-family residential units on the Property for the Permitted Use pursuant to the Development Order for the Southern Grove Development of Regional Impact. All future assessments based on use of the Property (CDDs, SAD, if applicable, etc.) shall be based on the maximum entitlements assigned in this Special Warranty Deed to the Property, even if the actual uses developed are less than the maximum entitlements assigned to the Property.

#### Utilization of Impact Fee and Utility Credits

When Grantee is required to pay impact fees, utility connection fees, public building impact fees or other fees or exactions to applicable governmental or quasi-governmental authorities or applicable utility authorities for which Grantor has Impact Fee Credits or Utility Credits for such obligations, less and except St. Lucie Road Impact Fee Credits (as recognized by such governmental or utility authority, as applicable), then Grantee shall purchase from Grantor (or the CDDs, as applicable) such Impact Fee Credits or Utility Credits that may be lawfully assigned to Grantee by Grantor (or the CDDs, as applicable) in an amount equal to that which

Grantee would otherwise have been required to pay to the applicable governmental or quasi-governmental authority or utility company at such time.

#### Irrigation System

Grantee agrees to apply for irrigation service from Tradition Community Development District No. 1 (“**TCDD1**”) on substantially similar terms and conditions as other owners and **TCDD1** customers in the Tradition development, to pay standard rates for irrigation system capacity fees and irrigation usage charges, and to comply with all rules and regulations adopted by **TCDD1** regarding such service and in effect from time to time within the respective service area (existing system or expansion system) in which the Property is located. Grantee acknowledges that it will install assemblies pursuant to **TCDD1** specifications, including without limitation, a meter assembly for **TCDD1** and all onsite irrigation improvements. Grantee agrees that the Property shall be served exclusively by **TCDD1** and the end-user owners of the Property, or any portion thereof, shall be required to apply for irrigation service from **TCDD1** on substantially similar terms and conditions as other owners and **TCDD1** customers in the Tradition development, to pay standard rates for irrigation system capacity fees and irrigation usage charges, and to comply with all rules and regulations adopted by **TCDD1** regarding such service and in effect from time to time within the respective service area (existing system or expansion system) in which the Property is located.

#### Infrastructure and Improvements

Grantee shall construct, at its expense, all infrastructure (water management facilities, utilities, roads, public facilities) and other improvements required by governmental authorities as part of Grantee obtaining the entitlements and permits for the development of the Property which are: (i) located within the perimeter boundaries of the Property; and/or (ii) located outside the perimeter boundaries of the Property but required, necessary or appropriate to serve the same, excluding those improvements related to master storm water outfall.

#### Notice, Cure and Enforcement

If Grantee fails to pay any required sum or perform any required obligation on its part to be paid or performed pursuant hereto, then Grantor may provide Grantee with notice thereof (“**Notice of Grantee Default**”). In the case of a failure to: (a) pay any such sum, Grantee shall pay said sum within ten (10) days from the date of receipt of said Notice of Grantee Default; or (b) perform any such obligation, Grantee shall perform said obligation within thirty (30) days from the date of receipt of said Notice of Grantee Default, provided, however, if said obligation is of such a nature that it could not reasonably be performed within thirty (30) days, then Grantee shall: (i) promptly institute necessary cure efforts; and (ii) thereafter diligently and continuously pursue said efforts for a period of up to ninety (90) days after the date of receipt of said Notice of Grantee Default. If Grantee fails to cure any such matter within the applicable time periods set forth above after receipt of the Notice of Grantee Default, then it shall constitute a “**Grantee Event of Default**” hereunder. So long as a Grantee Event of Default continues, Grantor may as its sole and exclusive remedies (waiving any right to money damages except as otherwise expressly set forth herein) elect to: (i) exercise rights of self-help by paying the sum and/or performing the obligation on Grantee’s part to have been paid and/or performed, and recover

from Grantee the reasonable out-of-pocket cost thereof as damages; and/or (ii) enforce these Additional Covenants and Restrictions through actions for money damages, specific performance, injunctive relief and such other remedies as may be available at law or in equity. Grantor's remedies hereunder are mutual and non-exclusive.

#### General

Except as otherwise provided herein, these Additional Covenants and Restrictions shall remain in full force and effect perpetually. In the event Grantee conveys all or any portion of the Property, the Additional Covenants and Restrictions shall apply automatically to the then owner of any such portion of the Property. These Additional Covenants and Restrictions are for the benefit of Grantor and its successors and assigns. These Additional Covenants and Restrictions will be governed by the laws of the State of Florida, and are performable in St. Lucie County, Florida where venue shall lie. These Additional Covenants and Restrictions may be amended or supplemented only by an instrument in writing executed by Grantor, its successors or assigns.