

This instrument prepared by:

The City of Port St. Lucie
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

RELEASE OF RESTRICTIVE COVENANT

This Release of Restrictive Covenant ("Release") is made and executed as of the 25th day of February 2021 ("Effective Date"), by **Mattamy Palm Beach, LLC**, a Delaware limited liability company ("Mattamy").

KNOWN ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to that certain Special Warranty Deed dated October 30, 2007, and recorded in Official Records Book 2899 at Page 2933, of the Public Records of St. Lucie County, Florida (the "Deed"), HORIZONS ACQUISITION 5, LLC, a Florida limited liability company ("Horizons"), conveyed certain real property as described therein (the "Property") to the City of Port St. Lucie, a Florida municipal corporation (the "City"); and

WHEREAS, the Deed contains certain restrictions regarding the usage of the Property (the "Deed Covenant"); and

WHEREAS, the City continues to own the Property; and

WHEREAS, Horizons was a wholly owned subsidiary of Core Communities, LLC, a Florida limited liability company ("Core"), and pursuant to a Certificate of Title dated February 11, 2011, and recorded in Official Records Book 3274 at Page 915, of the Public Records of St. Lucie County, Florida, all rights, title, interests, reversions, remainders whatsoever, in any way belonging or appertaining to the Property was transferred to PSL Acquisitions, LLC, an Iowa limited liability company, doing business in the state of Florida as PSL Acquisitions 1, LLC ("PSLA"); and

WHEREAS, on December 5, 2012, PSLA changed its name to Tradition Land Company, LLC, an Iowa limited liability company ("TLC"), and pursuant to an Assignment and Assumption dated June 29, 2018, and recorded in Official Records Book 4153 at Page 889, of the Public Records of St. Lucie County, Florida, TLC assigned its rights and obligations under the Deed Covenant to Mattamy; and

WHEREAS, Mattamy is the successor-in-interest to Horizons; and

WHEREAS, Mattamy wishes to release the Deed Covenant with respect to the usage of the Property as more specifically set forth hereinbelow.

NOW, THEREFORE, Mattamy hereby releases the Deed Covenant with respect to the Property as follows:

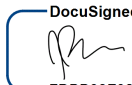
1. The recitals set forth above are incorporated herein by reference and made a part hereof.
2. Mattamy acknowledges and agrees that paragraph four (4) on page one (1) of the Deed currently restricts the Property's use to a public road, stormwater, utility purposes and related uses only (the "Use Restriction").
3. Mattamy hereby releases the Property from the Use Restriction, in its entirety.
4. The remaining provisions to the Deed shall remain in full force and effect except as specifically set forth in this Release.

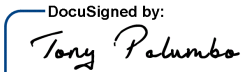
SIGNATURE PAGE TO FOLLOW

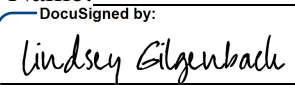
In witness whereof, this Release of Restricted Covenant is being executed as of this 24th day of February 2021.

Signed, sealed and delivered:
In the presence of:

MATTAMY PALM BEACH, LLC
a Delaware limited liability company

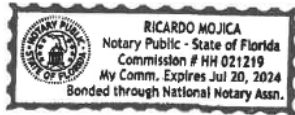
DocuSigned by:

7DBB03F024F04C6...
Printed Name: Jeremy Bunner


DocuSigned by:

10B952D8D6A7499
By: _____
Printed Name: Anthony J. Palumbo III
Title: Vice President

DocuSigned by:

C2B8536FE796452
Printed Name: Lindsey Gilgenbach

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24 day of February, 2021, by Anthony J. Palumbo III, as Vice President of MATTAMY PALM BEACH, LLC, a Delaware limited liability company, who is [] personally known to me, or who has [] produced the following identification



DocuSigned by:

AB5535C3FCF8464...
Signature of Notary Public
Name: Ricardo Mojica
Notary Public, State of Florida
My Commission expires July 20, 2024