JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY FILE # 4452414 OR BOOK 4150 PAGE 2692, Recorded 06/28/2018 01:03:50 PM Doc

Tax: \$0.70

Prepared by and return to:

Greenspoon Marder, P.A. 200 East Broward Blvd,, Suite 1800 Fort Lauderdale, FL 33301 Attn: Barry E. Somerstein, Esq.

Tax Account No.: 4310-603-0007-000-4

NOTE TO EXAMINER: This conveyance is without consideration, only minimum doc stamps are being paid .

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED, made and executed as of the 28th day of June, 2018, by TRADITION LAND COMPANY, LLC, an Iowa limited liability company ("Grantor"), whose address is 10490 SW Village Center Drive, Port St. Lucie, Florida 34987, to and in favor of PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not-for-profit corporation ("Grantee"), whose address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984.

WITNESSETH:

That the Grantor for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee all of Grantor's right, title and interest in and to those certain pieces, parcels or tracts of land situated in St. Lucie County, Florida more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

(hereinafter referred to as the "Property");

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining;

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

AND Grantor does hereby covenant with and warrant to the Grantee that it has good right and lawful authority to sell and convey the Property; and that it will defend the defend the title to the Property, against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO (i) those matters described on Exhibit "B" attached hereto ("Permitted Exceptions"), however this reference shall not operate to reimpose same, and (ii) the Property is also subject to the restrictions and covenants running with the land applicable to the Property as set forth on Exhibit "C" attached hereto ("Deed Restrictions").

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed in manner and form sufficient to bind them as of the day and year first above written.

Signed, sealed and delivered in the presence of:	GRANTOR:
Kelly Rene Rea Name: Kelly Rene Rea Wale Dik Name: WADE DEREMER	TRADITION LAND COMPANY, LLC, an Iowa limited liability company By: Caul C. Feltman Title: President
STATE OF Florida COUNTY OF Pinellas	
Pavid C. Feltman, as resident	company. He/She is personally known to me or
(NOTARY SEAL)	Kelly Rane Reg Notary Rublic Signature
KELLY RENE REA MY COMMISSION # FF 204147 EXPIRES: March 22, 2019 Bonded Thru Notary Public Underwriters	Kell Rene Req (Name typed, printed or stamped) Notary Public, State of Flocida Commission No.: 204147 My Commission Expires: 3/22/19

EXHIBIT "A"

SUBJECT PROPERTY

(see following four pages)

Parcel ID: 4315-505-0006-000-1 (LOT 2)

Parcel ID: 4315-505-0008-000-5 (LOT 4)

Parcel ID: 4315-505-0009-000-2 (LOT 5)

LOT 2 CONTAINS 7.551 ACRES OF LAND, MORE OR LESS.

LOT 4 CONTAINS 9.753 ACRES OF LAND, MORE OR LESS. LOT 5 CONTAINS 6.644 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-505-0007-000-8

BEING A PORTION OF LOT 3, SOUTHERN GROVE PLAT NO. 14, AS RECORDED IN PLAT BOOK 71 AT PAGE 35, PUBLIC RECORDS OF ST. LUCIE COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE S79°27'11"W, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 121.25 FEET; THENCE DEPART SAID SOUTH LINE N18'47'20"W, A DISTANCE OF 311.58 FEET; TO A POINT ON THE SOUTH LINE OF " RELOCATED UTILITY SITE 3-A" AS SHOWN ON SAID SOUTHERN GROVE PLAT NO. 14; THENCE N79°27'11"E, ALONG SAID SOUTH LINE, A DISTANCE OF 121.25 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SI8*47'20"E, ALONG SAID EAST LINE OF LOT 3, A DISTANCE OF 311.58 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 0.858 ACRE OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-505-0010-000-2

BEING ALL OF LOT 6, SOUTHERN GROVE PLAT NO. 14, AS RECORDED IN PLAT BOOK 71 AT PAGE 35, PUBLIC RECORDS OF ST. LUCIE COUNTY.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL; Parcel ID: 4315-505-0007-010-1

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, SAID SOUTHERN GROVE PLAT NO. 14; THENCE N79°27'11"E, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 1,636.39 FEET; THENCE DEPART SAID SOUTH LINE, SI8'47'20"E, A DISTANCE OF 523.95 FEET; THENCE S71'12'40"W, A DISTANCE OF 1,632.82 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N75 41 28"E, A RADIAL DISTANCE OF 2,000.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03'35'06", A DISTANCE OF 125.14 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2,000.00 FEET AND A CENTRAL ANGLE OF 13'41'39"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 478.02 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,480.18 FEET AND A CENTRAL ANGLE OF 03'38'39"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 157.75 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 23.68 ACRES OF LAND, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL; Parcel ID: 4315-505-0010-010-5

BEING A UTILITY SITE LYING IN A PORTION OF LOT 6, ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT NO. 14, AS RECORDED IN PLAT BOOK 71, PAGE 35, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89°33'50" WEST, ALONG THE NORTH RIGHT-OF-WAY OF E/W 3 R/W (A 150.00 FOOT WIDE RIGHT-OF-WAY), A DISTANCE OF 605.49 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE CONTINUE SOUTH 89'33'50" WEST, ALONG SAID NORTH RIGHT-OF-WAY OF E/W 3 R/W, A DISTANCE OF 147.82 FEET; THENCE NORTH 00'00'00" WEST, A DISTANCE OF 147.34 FEET; THENCE NORTH 89'33'50" EAST, A DISTANCE OF 147.82 FEET; THENCE SOUTH 00'00'00" EAST, A DISTANCE OF 147.34 FEET TO THE NORTH RIGHT-OF-WAY OF E/W 3 R/W AND THE POINT OF BEGINNING. CONTAINING 0.500 ACRES, MORE OR LESS.

Sheet 1 of 4



CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

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Tradition Land Company LLC Transfer Agreement

DATE:	6/15/2018	DRAWN	BKH
SCALE:	N/A	JOB No.	18-039

LEGAL DESCRIPTION

SOUTHERN GROVE

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL; Parcel ID: 4315-505-0010-020-8

BEING A UTILITY SITE LYING IN A PORTION OF LOT 6, ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT NO. 14, AS RECORDED IN PLAT BOOK 71, PAGE 35, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 25'57'22" WEST, ALONG THE EASTERLY RIGHT-OF-WAY OF VILLAGE PARKWAY (A 150.00 FOOT WIDE RIGHT-OF-WAY), A DISTANCE OF 1204.23 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE CONTINUE NORTH 25'57'22" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY OF VILLAGE PARKWAY, A DISTANCE OF 147.58 FEET; THENCE NORTH 64'03'05" EAST, A DISTANCE OF 147.58 FEET; THENCE SOUTH 25'57'22" EAST, A DISTANCE OF 147.58 FEET TO THE EASTERLY RIGHT-OF-WAY OF VILLAGE PARKWAY AND THE POINT OF BEGINNING. CONTAINING 0.500 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL;

BEGINNING AT A POINT ON THE EASTERLY RIGHT—OF—WAY OF VILLAGE PARKWAY AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 2899 AT PAGE 2933 (EXHIBIT "A"), PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA, WHICH POINT IS THE MOST NORTHERLY CORNER OF PARCEL 3 AS DESCRIBED IN THE ABOVE MENTIONED DEED AND RUNNING THENCE N25'57'22"W ALONG SAID EASTERLY RIGHT—OF—WAY A DISTANCE OF 1204.05 FEET TO THE SOUTHWEST CORNER OF A UTILITY SITE AS RECORDED IN OFFICIAL RECORDS BOOK 3935 AT PAGE 2995, SAID PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N64'02'38"E, DEPARTING SAID RIGHT—OF—WAY AND RUNNING ALONG THE SOUTHERLY LINE OF THE PARCEL LAST ABOVE MENTIONED AND CONTINUE ON THE SAME COURSE, A TOTAL DISTANCE OF 654.68 FEET TO THE BEGINNING OF A NON—TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE CONTAINING THE FOLLOWING SLEMENTS; RADIUS 171.25 FEET, CENTRAL ANGLE 104'16'41", ARC LENGTH 311.67 FEET, CHORD BEARING S54'21'56"E, A CHORD DISTANCE OF 270.40 FEET TO THE BEGINNING OF A NON—TANGENT LINE; THENCE S26'39'19"E ALONG SAID LINE A DISTANCE OF 732.16 FEET; THENCE S30'11'31"E A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTHERLY BOUNDS OF E/W 3 RIGHT—OF—WAY AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2680 (EXHIBIT "E"), PUBLIC RECORDS OF ST. LUCIE COUNTY. FLORIDA; THENCE S59'48'29"W ALONG THE NORTHERLY BOUNDS THEREOF A DISTANCE OF 784.24 FEET TO THE MOST EASTERLY CORNER OF PARCEL 3 REFERRED TO ABOVE; THENCE N72'56'17"W ALONG THE NORTHERLY BOUNDS OF SAID PARCEL 3 A DISTANCE OF 34.11 FEET TO THE POINT OF BEGINNING. CONTAINING 21.66 ACRES OF LAND, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL;

BEING A PORTION OF LOT 6, ACCORDING TO SOUTHERN GROVE PLAT NO. 14, AS RECORDED IN PLAT BOOK 71, AT PAGE 35, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, BEING MORE PARTICULLY DESCRIBED AS FOLLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT WMT-1, SAID SOUTHERN GROVE PLAT NO. 14; THENCE \$73°58'33"W, A DISTANCE OF 547.61 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TRACT R-1, VILLAGE PARKWAY (150' WIDE) ACCORDING TO SOUTHERN GROVE PLAT NO. 3, RECORDED IN PLAT BOOK 61 AT PAGE 17, SAID PUBLIC RECORDS; THENCE N27°21'00"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 101.99 FEET; THENCE DEPART SAID RIGHT-OF-WAY LINE, N73°58'33"E, A DISTANCE OF 695.13 FEET; THENCE N16°01'27"W, A DISTANCE OF 196.13 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,000.00 FEET AND A CENTRAL ANGLE OF 01°42'55"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.88 FEET TO A POINT OF NON TANGENCY; THENCE N71°12'40"E, A DISTANCE OF 100.32 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N75°55'39"E, A RADIAL DISTANCE OF 1,900.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°57'06", A DISTANCE OF 64.72 FEET TO THE END OF SAID CURVE; THENCE S16°01'27"E, A DISTANCE OF 396.13 FEET; THENCE S73°58'33"W, A DISTANCE OF 100.00 FEET; THENCE N16°01'27"W, A DISTANCE OF 100.00 FEET; THENCE S73°58'33"W, A DISTANCE OF 127.49 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 114,354.85 SQUARE FEET OR 2.625 ACRES, MORE OR LESS.

THE PORTION OF LOT 6 HEREIN DESCRIBED IS 370.562 ACRES OF LAND, MORE OR LESS.

Sheet 2 of 4



CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
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PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Land Company LLC Transfer Agreement

OFC Faiceis			
DATE:	6/15/2018	DRAWN	BKH
SCALE:	N/A	JOB No.	18-039

LEGAL DESCRIPTION

SOUTHERN GROVE

TOGETHER WITH: Parcel ID: 4315-505-0004-000-7

THAT PART FOR UTILITY SITE 4 ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT 14 AS RECORDED IN PLAT BOOK 71 AT PAGE 35 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND ALSO DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2705, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 0.50 ACRE OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-505-0013-000-3 (CONSERVATION TRACT 4)
Parcel ID: 4315-505-0014-000-0 (CONSERVATION TRACT 5)

ALL OF CONSERVATION TRACTS NOS. 4 AND 5 ACCORDING TO SOUTHERN GROVE PLAT 14 AS RECORDED IN PLAT BOOK 71 AT PAGE 35, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA.

CONSERVATION TRACT 4 CONTAINS 0.861 ACRES OF LAND, MORE OR LESS. CONSERVATION TRACT 5 CONTAINS 0.577 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-700-0034-000-5

BEING ALL OF PARCEL 31 ACCORDING TO SOUTHERN GROVE PLAT NO. 3 AS RECORDED IN PLAT BOOK 61 AT PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 413.462 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-700-0033-000-8

BEING ALL OF PARCEL 30 ACCORDING TO SOUTHERN GROVE PLAT NO. 3 AS RECORDED IN PLAT BOOK 61 AT PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 298.369 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-700-0010-000-1

BEING ALL OF CONSERVATION TRACT 6 ACCORDING TO SOUTHERN GROVE PLAT NO. 3 AS RECORDED IN PLAT BOOK 61 AT PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 0.419 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-700-0017-000-0

ALL OF CONSERVATION TRACT NO. 13 ACCORDING TO SOUTHERN GROVE PLAT 3 AS RECORDED IN PLAT BOOK 61 AT PAGE 17, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA.

CONTAINING 3.968 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-700-0024-000-2

ALL OF THE INDIAN MOUND SITE ACCORDING TO SOUTHERN GROVE PLAT 3 AS RECORDED IN PLAT BOOK 61 AT PAGE 17, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA. CONTAINING 0.368 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4322-600-0021-000-6

BEING ALL OF PARCEL 25B ACCORDING TO SOUTHERN GROVE PLAT NO. 13 AS RECORDED IN PLAT BOOK 74 AT PAGE 10, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 47.515 ACRES OF LAND, MORE OR LESS.

Sheet 3 of 4



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PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Land Company LLC
Transfer Agreement

DATE:	6/15/2018	DRAWN BKH
SCALE:	N/A	JOB No. 18-039

LEGAL DESCRIPTION

SOUTHERN GROVE

TOGETHER WITH: Parcel ID: 4322-600-0027-000-8 (PARCEL 27D)

A PORTION OF PARCEL 27D ACCORDING TO SOUTHERN GROVE PLAT NO. 13, AS RECORDED IN PLAT BOOK 74, PAGE 10, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 27D AND RUNNING THENCE ALONG THE BOUNDS THEREOF THE FOLLOWING 6 COURSES AND DISTANCES; 1) N4"13'26"E A DISTANCE OF 635.29 FEET; 2) S89"14'41"E A DISTANCE OF 596.05 FEET; 3) N3"14'21"E A DISTANCE OF 87.14 FEET; 4) S81'49'52"E A DISTANCE OF 217.07 FEET; 5) S75"35'46"E A DISTANCE OF 2.83 FEET; 6) S57"00'52"E A DISTANCE OF 172.59 FEET TO A POINT ON THE WESTERLY LINE OF A 60 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 97 AT PAGE 505, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S00"02'34"W ALONG SAID WESTERLY BOUNDS A DISTANCE OF 596.94 FEET TO A POINT ON THE NORTHERLY RIGHT—OF—WAY OF E/W 4 R/W (PARR DRIVE) AS SHOWN ON THE ABOVE MENTIONED PLAT OF SOUTHERN GROVE PLAT NO. 13; THENCE ALONG SAID NORTHERLY RIGHT—OF—WAY THE FOLLOWING 2 COURSES AND DISTANCES; 1) N89"59'43"W A DISTANCE OF 772.26 FEET TO A POINT OF CURVATURE; 2) WESTERLY ALONG A CURVE TO THE RIGHT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 2925.00 FEET, CENTRAL ANGLE 4"39"19" AN ARC LENGTH OF 237.65 FEET TO THE POINT OF BEGINNING. CONTAINING 14.825 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-502-0005-000-5

BEING ALL OF PARCEL 1 ACCORDING TO SOUTHERN GROVE PLAT NO. 8 AS RECORDED IN PLAT BOOK 62 AT PAGE 29, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 1.39 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-502-0006-000-2

BEING ALL OF PARCEL 2 ACCORDING TO SOUTHERN GROVE PLAT NO. 8 AS RECORDED IN PLAT BOOK 62 AT PAGE 29, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 1.61 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-502-0003-000-1

BEING ALL OF WATER MANAGEMENT TRACT NO. 1 ACCORDING TO SOUTHERN GROVE PLAT NO. 8 AS RECORDED IN PLAT BOOK 62 AT PAGE 29, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 9.61 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-502-0007-000-9

BEING ALL OF PARCEL 3 ACCORDING TO SOUTHERN GROVE PLAT NO. 8 AS RECORDED IN PLAT BOOK 62 AT PAGE 29, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 5.26 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-502-0009-000-3

BEING ALL OF PARCEL 5 ACCORDING TO SOUTHERN GROVE PLAT NO. 8 AS RECORDED IN PLAT BOOK 62 AT PAGE 29, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 8.36 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-506-0001-000-9

BEING ALL OF TRACT C ACCORDING TO SOUTHERN GROVE PLAT NO. 20 AS RECORDED IN PLAT BOOK 73 AT PAGE 23, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 20.969 ACRES OF LAND, MORE OR LESS.

THE TOTAL COMBINED AREA OF ALL PARCELS DESCRIBED HEREIN IS 1223.271 ACRES OF LAND, MORE OR LESS.

Sheet 4 of 4



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Tradition Land Company LLC Transfer Agreement

DATE:	6/15/2018	DRAWN	ВКН
SCALE:	N/A	JOB No.	18-039

EXHIBIT "B"

PERMITTED EXCEPTIONS

- 1. Taxes and assessments, including, but not limited to, any assessments of property owner associations and assessments and liens imposed by any governmental authority, the community development districts and special association districts which may impose and levy taxes and assessments on the Property for the year 2017 and all subsequent years.
- 2. Zoning restrictions and prohibitions imposed by governmental authority, including, but not limited to, plats, site plans and/or any other governmental approvals or regulations pertaining to the Property.
- 3. Easements, restrictions and all other matters of record.
- 4. Facts which an accurate survey would show.
- 5. Rights of any parties in possession.
- 6. Any matter created by Grantee or through the Grantee.

NOTE: Unless otherwise noted, the recording references refer to the Public Records of St. Lucie County, Florida.

EXHIBIT "C"

DEED RESTRICTIONS

The following restrictions, covenants and provisions shall be deemed a part of the conveyance described in the Special Warranty Deed to which these Deed Restrictions are attached and shall be deemed covenants running with the land applicable to the Property described in such Special Warranty Deed ("Property"). The Grantor shall have the right to assign its rights under this Exhibit "C" to an assignee as set forth in an assignment recorded in the Public Records of St. Lucie County, Florida (such assignee being the "Assignee"), whereupon the Assignee shall have all rights of Grantor hereunder and Grantor shall no longer have such rights under this Exhibit "C". After assignment of such rights to Grantee, any waiver or amendment of the restrictions attached hereto as Exhibit "C" shall require the written consent of Assignee and not the Grantor.

Grantor and Grantee acknowledge that it is necessary to establish and maintain a balanced and diversified mixture of improvements in projects generally known as Tradition and Southern Grove ("Project(s)"), as such Project(s) may be increased or decreased from time to time (as such name may be amended by Grantor from time to time), and it is desirable to establish and maintain minimum value for the Project(s) by requiring certain restrictions including a limitation of height and square footage of development on the Property. There shall be no improvements constructed upon the Property conveyed by Grantor, other than the "Proposed Use" (as hereinafter defined) without the prior written consent of the Grantor or the Assignee.

"Proposed Use" or "Intended Use" shall mean (unless otherwise approved in writing by Grantor (or its Assignee) the Property may only be used for (i) up to 786 multi-family residential dwelling units, (ii) up to 900 apartment units, (iii) up to 2,582,851 square feet of retail development, (iv) up to 4,296,480 square feet of office/R&D development, (v) up to 3,838,336 square feet of warehouse/industrial development, and (vi) up to 240 hotel rooms and no other uses shall be permitted upon the Property without the prior written consent of Grantor or the Assignee in its sole discretion), recognizing that the owner of the Property shall have the right without the consent of the Grantor or Assignee to shift uses as permitted under the conversion matrix set forth in the Southern Grove DRI as set forth in the Southern Grove DRI Amended and Restated Development Order contemplated under City of Port St. Lucie Resolution 15-R95 recorded in Official Records Book 3826, Page 2235 of the Public Records of St. Lucie County, Florida ("Southern Grove DRI").

The cost of construction of all improvements to and on the Property will be borne exclusively by Grantee (including the cost to provide on-site drainage pretreatment, bring the water and sewer lines to the Property) and Grantee shall be solely responsible for obtaining all approvals necessary for construction of improvements on the Property, including, without limitation, building permits. Grantee will be responsible for providing and installing all landscaping and trees on the Property in accordance with the requirements of applicable governmental requirements and the approvals required under the "Declaration(s)" (as hereinafter defined).

The grading of the Property sequired by Grantee will be the responsibility of Grantee and Grantee will grade the Property to meet the requirements of the drainage plan and system for the Property and to meet the tie in requirements for the overall Project(s) drainage system applicable to the Property, including providing for on-site drainage pretreatment. Grantee will maintain, repair and replace all filters so as to provide filtration to prevent sedimentation in catch basins, man holes and drainage lines during construction by Grantee of improvements on the Property and it shall be Grantee's obligation to remove any sedimentation in the catch basins, man holes or drainage lines after this date of the affected portion of the Project(s) caused by or through Grantee. Grantor or its Assignee reserves the right after ten (10) days written notice to Grantee (or without notice in the case of emergency) to enter onto any portion of the Property to install such filters, remove any sedimentation or correct any grading deficiency at the cost and expense of Grantee and Grantee shall promptly reimburse Grantor or its Assignee for any and all reasonable costs and expenses incurred within thirty (30) days after Grantor or Assignee bills Grantee therefor, which bill shall be accompanied by reasonable supporting documentation.

Grantee agrees to provide an irrigation system of one hundred percent (100%) coverage of all landscaped or sodded area for the Property acquired by Grantee and the area between the Property and the adjoining public roads, if any.

At such time as Grantee obtains any land development permits for the development of the improvements upon the Property, it is hereby deemed and the Grantor and Grantee agree that the Property shall then be deemed submitted to and shall, as of such time, be encumbered by and the Property shall comply with the requirements of the following "Declaration(s)", to wit: (i) Declaration of Covenants recorded in Official Records Book 2098, Page 1697 of the Public Records of St. Lucie County, Florida, as amended from time to time as to any non-residential uses intended to be developed on the portions of the Property, subject to such land development permits, and (ii) the Declaration of Covenants recorded in Official Records Book 1700, Page 868 of the Public Records of St. Lucie County, Florida as to any residential uses intended to be developed on the portions of the Property subject to such land development permits ("Declaration(s)").

Grantee shall not damage, cause to be damaged or permit to be damaged any property or improvements in the Project(s) owned by Grantor or the Association, which improvements shall include, but are not limited to, streets, drainage lines, central water lines, central sewer lines, signage, landscaping, entry features, irrigation systems, lakes, lake banks, wetlands or littoral areas and Grantee assumes full responsibility and liability for any reconstruction or repair of any such improvements arising as a proximate cause from Grantee's construction activities or the construction activities of Grantee's employees, contractors, subcontractors or agents.

Grantor and Grantee acknowledge that Grantor or the Assignee may be entitled to certain impact fee credits for transportation impact fees, public building, impact fee, job growth impact fee, right-of-way impact fees, school impact fees, park impact fees, waste water impact fees, fire service impact fees and/or other impact fees or similar extractions by applicable governmental authority to which Grantor or the Assignee may be entitled to such credits (collectively "Impact Fee Credits"). Grantor or the Assignee may also in certain areas be entitled to credits against utility fees and/or hook up charges otherwise required to be paid to applicable utility authorities ("Utility Credits"). The parties agree that when Grantee is required to pay impact fees, utility

connection fees or other fees or extractions to applicable governmental or quasi-governmental authorities to which Grantor or the Assignee has Impact Fee Credits or Utility Credits for such obligations (as recognized by such governmental or utility authority, as applicable), Grantee shall purchase from Grantor or the Assignee such Impact Fee Credit and Utility Fee Credit in an amount equal to that which Grantee would otherwise have been required to pay to the applicable governmental or quasi-governmental authority in accordance with the terms hereof. It is the intent of the parties that if Grantor or the Assignce has any Impact Fee Credits or Utility Credits available, then Grantee shall be obligated to purchase and use such Impact Fee Credits or Utility Credits that Grantor or the Assignee has (to the extent Grantor or Assignee desires to sell same) for which Grantor or the Assignee shall be compensated as set forth herein (rather than using or transferring any other impact fees or impact fee credits or utility fees or utility fee credits available to Grantee) so that Grantor's or the Assignee's Impact Fee Credits or Utility Credits will be used up as quickly as possible to alleviate the risk of Grantor or the Assignee being left with Impact Fee Credits or Utility Credits that cannot be used in connection with development of the Project(s); provided further, that such Impact Fee Credits or Utility Credits are recognized and accepted by the applicable authority in lieu of payment of the impact and utility fees payable by Grantee. It is the intent of the parties that by Grantee paying Grantor or the Assignee for such Impact Fee Credits or Utility Credits, Grantee shall not be required to pay extra for such amounts and that upon paying Grantor or the Assignee for such amounts, Grantee shall not be obligated to pay applicable governmental authorities for the rights which are purchased from Grantor or the Assignee. If applicable, Grantor or the Assignee agrees to take all steps and to execute all documents required to fully effectuate such transfer of Grantor's or the Assignee's Impact Fee Credits or Utility Credits to Grantee in accordance with the terms hereof.

If there are water management tracts, wetlands or other areas within the jurisdiction of the South Florida Water Management District ("SFWMD") and/or Army Corp of Engineers ("ACE") with respect to the Property (collectively, "Water Permits"), Grantee shall (a) accept transfer of the Water Permits with others who are entitled to work under such Water Permits applicable to the Property, (b) comply with such Water Permits with respect to the Property and work under the Water Permits with others who are entitled to work under such Water Permits applicable to the Property, and/or (c) assist in closing the Water Permits (and/or Grantee establishing Water Permits in Grantee's own name).

Grantor or the Assignee reserves all rights with respect to the name "Tradition" or any association or club created in connection therewith; provided, however, that Grantor hereby grants to Grantee an irrevocable license to use the "at Tradition" or "of Tradition" (collectively, the "Trade Names") as part of the name of Grantee's development of the Property. Grantee may use "at Tradition" or "of Tradition" in any advertising, promotional, or other materials that set forth the name of Grantee's development, and Grantee may refer to the "Tradition" development in such materials for the purpose of providing location and context regarding Grantee's development. Except as set forth above, Grantee shall have no right whatsoever to use any of such names in any other manner without the prior written consent of Grantor or Assignee, which consent shall not be unreasonably withheld, conditioned or delayed.

The Grantee agrees that it will agree to dedicate the Fire Site located on the portion of the Property as required under the Fire Site Agreement recorded in Official Records Book 2916, Page 661 of the Public Records of St. Lucie County, Florida, as amended.

Grantee acknowledges that it is accepting the Property in an "As-Is" and "Where-Is" condition. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN A TRANSFER AGREEMENT BETWEEN GRANTOR AND GRANTEE ("AGREEMENT") (TO THE EXTENT SUCH WARRANTIES SURVIVE CLOSING UNDER THE AGREEMENT ("CLOSING") FOR THE PERIOD OF THEIR SURVIVAL) OR IN THE CLOSING DOCUMENTS EXECUTED IN CONNECTION WITH SUCH CLOSING, GRANTEE IS ACQUIRING THE PROPERTY "AS IS" WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT, AND GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT AND IN THE CLOSING DOCUMENTS EXECUTED AT CLOSING, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT. HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE ZONING LAWS, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY. GRANTEE SHALL NOT SEEK RECOURSE AGAINST GRANTOR ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY GRANTEE WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN THE SENTENCE IMMEDIATELY ABOVE AND GRANTEE HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS RELATED TO THE MATTERS DESCRIBED IN THE SENTENCE IMMEDIATELY ABOVE. GRANTEE ACKNOWLEDGES THAT GRANTEE. HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR OR ANY STATEMENT, REPRESENTATION OR OTHER ASSERTION MADE GRANTOR WITH RESPECT TO THE PROPERTY, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT (TO THE EXTENT SUCH WARRANTIES SURVIVE CLOSING FOR THE PERIOD OF THEIR SURVIVAL) AND IN THE CLOSING DOCUMENTS EXECUTED AT CLOSING. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT (TO THE EXTENT SUCH WARRANTIES SURVIVE CLOSING FOR THE PERIOD OF THEIR SURVIVAL) OR IN THE CLOSING DOCUMENTS EXECUTED AT CLOSING. GRANTEE FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION WAS MADE BY GRANTOR WITH RESPECT TO ANY

INFORMATION SUPPLIED BY OR ON BEHALF OF GRANTOR CONCERNING THE PROPERTY, AND GRANTOR MADE NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT GRANTEE VERIFIED THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. GRANTEE ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION ARE AN INTEGRAL PORTION OF THIS DEED AND THE AGREEMENT AND THAT GRANTOR WOULD NOT AGREE TO CONVEY THE PROPERTY TO GRANTEE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION AND SHALL SURVIVE THE CLOSING AND IS A COVENANT RUNNING WITH THE LAND.

THE COMMUNITY DEVELOPMENT DISTRICT(S) WHICH HAVE BEEN CREATED WITH RESPECT TO THE VARIOUS PORTIONS OF THE PROPERTY ("CDD(S)") MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, ON THE PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

Except with Grantor's or Assignee's written consent, the restrictions and covenants set forth on Exhibit "C" shall be covenants running with the Property for a period ending on a date which is twenty-one (21) years after the death of the last surviving lineal descendant of Queen Elizabeth, the queen of England.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY FILE # 4803221 OR BOOK 4536 PAGE 1878, Recorded 01/12/2021 11:21:44 AM Doc

Tax: \$12359.90

This Instrument prepared by:
Andrew Demers, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134

Record and return to:
PSL Industrial Owner, LLC
120 S. Central Avenue, Suite 500
St. Louis, Missouri 63105

When Recorded Return To: Cohen
First American Title Insurance Company
National Commercial Services
8182 Maryland Avenue, Suite 400
St. Louis, Missouri 63105
File No: NCS (22995A

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and delivered on January ____, 2021 by PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not for profit corporation, whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 (the "Grantor"), to PSL INDUSTRIAL OWNER, LLC, a Missouri limited liability company, whose mailing address is 120 S. Central Avenue, Suite 500, St. Louis, Missouri 63105 (the "Grantee") (whenever used hereunder the terms "Grantor" and "Grantee" include all the parties to this instrument; the heirs, legal representatives and assigns of individuals; and the successors and assigns of legal entities).

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee the real property situate in St. Lucie County, Florida, described as follows:

See attached Exhibit A which is incorporated herein

SUBJECT TO:

- 1. Taxes and assessments for the year 2021 and all subsequent years, including, but not limited to, assessments imposed by property owner associations, and assessments imposed by any governmental authority, community development district, or special assessment district which may impose and levy taxes and assessments on the Property;
 - 2. Zoning restrictions and prohibitions imposed by governmental authority;
 - 3. Those matters of record set forth on Exhibit B to this Deed;
- 4. Those matters shown on that certain ALTA/NSPS Land Title Survey dated September 23, 2020 by Culpepper & Terpening Consulting Engineers as Job No. 20-127 or an accurate survey of the property.
 - 5. Any matter created by or through Grantee;
- 6. The applicable governmental requirements, approvals and restrictions imposed by the Commercial Charter for Tradition, recorded in Official Records Book 2098, Page 1697, of the Public Records of St. Lucie County, Florida, as amended; and

7. The restrictive covenants set forth in Exhibit C to this Deed.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, except as set forth above.

IN WITNESS WHEREOF, Grantor has signed and delivered this Special Warranty Deed on the date set forth above.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

Witnesses:

Signature: DWT (MD

Print name: Wassey S. Mis

Signature Larby Ming

Print name: DAISU

GRANTOR:

PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not for profit corporation

By:

J. Oravec, President

STATE OF FLORIDA COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this <u>1</u> day of January 2021, by Gregory J. Oravec, as President of PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not for profit corporation, on behalf of the corporation therein, who is [X] personally known to me, or who has produced the following identification

Notary Rublic, State of

SEAL

DAISY RUIZ
Commission # GG 100234
Expires May 13, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit A – Legal Description

Lot 1 of Southern Grove Plat No. 33 as recorded in Plat Book 91, Page 32 of the Official Records of St. Lucie County, Florida.

Exhibit B to Special Warranty Deed

Permitted Exceptions

Permitted Exceptions

- 1. Ordinance No. 95-039 (Land Use and Development) recorded October 27, 1995 in Official Records Book 981, Page 1615, together with Ordinance No. 95-039 recorded January 4, 1996 in Official Records Book 992, Page 2862, Ordinance No. 99-001 recorded February 15, 1999 in Official Records Book 1203, Page 1026, and Ordinance No. 00-002 recorded May 23, 2000 in Official Records Book 1301, Page 2302, of the Public Records of St. Lucie County, Florida.
- 2. Notice of Establishment of the Westchester No. 1 Community District recorded October 19, 2001 in Official Records Book 1446, Page 1324 together with and as affected by:
- a) Notice of Establishment of the Southern Grove Community Development District No. 5A as recorded May 9, 2007 in Official Records Book 2814, Page 1392;
- b) Ordinance No. 07-042 recorded September 12, 2007 in Official Records Book 2878, Page 2012
- c) Agreement to Dedicate and Complete-Public Infrastructure by and between Tradition Land Company, LLC f/k/a PSL Acquisitions I, LLC, and Southern Grove Community Development District No. 5 as recorded December 18, 2014 in Official Records Book 3700, Page 1922;
- d) True-Up Agreement by Tradition Land Company, LLC f/k/a PSL Acquisitions I, LLC, an Iowa limited liability company and the Southern Grove Community Development District No. 5 recorded December 18, 2014 in Official Records Book 3700, Page 1930;
- e) 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;
- f)Assignment of Dedications, Reservations, Easements and Rights-Of-Way recorded August 11, 2017 in Official Records Book 4030, Page 1147, all of the Public Records of St. Lucie County, Florida.
- g) Notice of Establishment of the Southern Grove Community Development District No. 3, as recorded in Official Records Book 2814, Page 1380, of the Public Records of St. Lucie County, Florida.
- 3. Terms and provisions for Commercial Charter for TRADITION recorded November 23, 2004 in Official Records Book 2098, Page 1697, as amended or affected by:
- a) First Amendment to Commercial Charter for Tradition recorded July 6, 2006 in Official Records Book 2605, Page 908;
- b) Amendment to the Commercial Charter for Tradition recorded April 17, 2008 in Official Records Book 2963, Page 369;
- c) Amendment to the Commercial Charter for Tradition recorded January 12, 2010 in Official Records Book 3161, Page 2290;
- d) Supplement to Commercial Charter for Tradition recorded November 5, 2010 in Official Records Book 3243, Page 651;
- e) Supplement to Commercial Charter for Tradition recorded December 30, 2010 in Official Records Book 3257, Page 89;
- f) 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;
- g) 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;

- h) Supplement to Commercial Charter recorded June 16, 2015 in Official Records Book 3757, Page 2243;
- i) Certificate of Amendment recorded July 9, 2015 in Official Records Book 3766, Page 637;
- j) Supplement to Commercial Charter for Tradition recorded December 30, 2015 in Official Records Book 3822, Page 794;
- k) Supplement to Commercial Charter for Tradition recorded March 4, 2016 in Official Records Book 3843, Page 863;
- I) Supplement and Amendment to Commercial Charter for Tradition recorded April 22, 2016 in Official Records Book 3860, Page 2185;
- m) Supplement and Amendment to Commercial Charter for Tradition recorded April 22, 2016 in Official Records Book 3860, Page 2193;
- n) Supplement to Commercial Charter for Tradition recorded June 3, 2016 in Official Records Book 3875, Page 2326
- o) Supplement to Commercial Charter for Tradition recorded September 1, 2016 in Official Records Book 3908, Page 1193;
- p) Supplement to Commercial Charter for Tradition recorded September 15, 2016 in Official Records Book 3912, Page 2518;
- q) Supplement to Commercial Charter for Tradition recorded November 9, 2016 in Official Records Book 3931, Page 209;
- r) Supplement to Commercial Charter for Tradition recorded December 22, 2016 in Official Records Book 3946, Page 504;
- s) Supplement to Commercial Charter for Tradition recorded December 22, 2016 in Official Records Book 3946, Page 532;
- t) Supplement to Commercial Charter for Tradition recorded December 29, 2016 in Official Records Book 3947, Page 2329;
- u) Supplement to Commercial Charter for Tradition recorded December 29, 2016 in Official Records Book 3947, Page 2825;
- v) Supplement to Commercial Charter for Tradition recorded December 29, 2016 in Official Records Book 3948, Page 93;
- w) Supplement to Commercial Charter for Tradition recorded February 1, 2017 in Official Records Book 3959, Page 206;
- x)Supplement to Commercial Charter for Tradition recorded November 30, 2020 in Official Records Book 4514, Page 438.
- y) Founder's Consent, recorded September 18, 2018 in Official Records Book 4181, Page 2085. all of the Public Records of St. Lucie County, Florida.
- 4. Terms and provisions for Annexation and Development Agreement by and among Horizons Acquisition 5, LLC, Horizons Acquisition 2, LLC, St. Lucie Associates II, LLLP, and St. Lucie Associates III, LLLP, ACR Properties, LLC; and the City of Port St. Lucie, as recorded January 13, 2005 in Official Records Book 2137, page 2419, and as affected by first, second, third, and fourth amendments (unrecorded), and as affected by Partial Release recorded November 25, 2008 in

Official Records Book 3036, Page 2348, and as affected by Fifth Amendment recorded January 8, 2010 in Official Records Book 3160, page 2856, and as affected by Ordinance 10-17 and the Sixth Amendment recorded in Official Records Book 3254, page 1362, and as affected by Final Release recorded December 17, 2010 in Official Records Book 3254, page 1355, of the Public Records of St. Lucie County, Florida.

- 5. Notice of Adoption of the Amended and Restated Development Order for The Southern Grove Development of Regional Impact as recorded January 22, 2020 in Official Records Book 4372, Page 2238, and as affected by:
- a) 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;
- b) Assignment of Land Use Entitlements recorded September 19, 2011 in Official Records Book 3325, Page 1285;
- c) Assignment and Assumption of Development Rights, recorded June 28, 2018 in Official Records Book 4150, Page 2734, of the Public Records of St. Lucie County, Florida.
- 6. 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.
- 7. Fire/EMS Development and Impact Fee Agreement for Southern Grove Development of Regional Impact and Western Grove Development of Regional Impact recorded December 14, 2007 in Official Records Book 2916, Page 661, as affected by: First Amendment to Fire/EMS Development and Impact Fee Agreement for Southern Grove Development of Regional Impact and Western Grove Development of Regional Impact recorded February 20, 2009 in Official Records Book 3062, Page 938, of the Public Records of St. Lucie County, Florida.
- 8. Assignment and Direction from Core Communities, LLC, through its affiliates, Horizons St. Lucie Development, LLC, Horizons Acquisition 5, LLC and Tradition Development Company, LLC, to Tradition Community Development District No. 1 as recorded March 4, 2009 in Official Records Book 3065, page 1878, of the Public Records of St. Lucie County, Florida.
- 9. Terms and provisions for 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.
- 10. 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, as recorded in Official Records Book 3628, Page 2887, and 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, of the Public Records of St. Lucie County, Florida.

- 11. Use Restriction as set forth in instrument recorded December 30, 2015 in Official Records Book 3822, Page 798, of the Public Records of St. Lucie County, Florida.
- 12. Deed Restrictions contained in that certain Special Warranty Deed recorded June 28, 2018 in Official Records Book 4150, Page 2692, of the Public Records of St. Lucie County, Florida. Assignment and Assumption recorded July 05, 2018 in Book 4153, Page 889, of the Public Records of St. Lucie County, Florida.
- 13. Post Closing Agreement between Port St. Lucie Governmental Finance Corporation and Tradition Land Company, LLC, recorded June 28, 2018 in Official Records Book 4150, Page 2787, of the Public Records of St. Lucie County, Florida.
- 14. Terms, conditions and provisions of that certain unrecorded Transfer Agreement by and between Port St. Lucie Governmental Finance Corporation and Tradition Land Company, LLC, as evidenced by and affected by Resolution 18-GFC 01, recorded in Official Records Book 4151, Page 1649 and Resolution 18-R47, recorded in Official Records Book 4151, Page 1657, of the Public Records of St. Lucie County, Florida.
- 15. Easements, lot lines, restrictions, and rights of way shown on Plat of Southern Grove Plat No. 33, as recorded in Plat Book 91, Page 32, of the Public Records of St. Lucie County, Florida.
- 16. All matters of record as reflected by an accurate title search of the property or otherwise shown on Schedule B-II of that certain Owner's Policy of Title Insurance, Policy Number 5011412-1020995A issued by First American Title Insurance Company on or about January 7, 2021.

Exhibit C to Special Warranty Deed

RESTRICTIVE COVENANTS

The following restrictions, covenants, and provisions (collectively, "Restrictive Covenants") are a part of the conveyance described in the Special Warranty Deed ("Deed") to which these Restrictive Covenants are attached. These Restrictive Covenants are covenants running with and applicable to the land ("Land") described in the Deed and shall be binding upon Grantee and its successors and assigns.

- 1. Permitted Use. Grantee expressly acknowledges that its right to use the Land will be limited to the right to develop 378,000 square feet for Industrial Use (the "Permitted Use") and will be governed by the terms and conditions set forth in the Southern Grove DRI Amended and Restated Development Order adopted by City of Port St. Lucie Resolution 15-R95 and recorded in Official Records Book 3826, Page 2235 of the Public Records of St. Lucie County, Florida.
- 2. Sales of Land to Non-Target Industry. Grantee acknowledges that its capital investment and the employment opportunities related to the Permitted Use is a material inducement for Grantor to convey the Land to Grantee. In the event that Grantee sells the Land, or any portion thereof, prior to the substantial completion of an approximately 245,000 square foot distribution facility and all related infrastructure (the "Project"), as evidenced by the issuance of a temporary Certificate of Occupancy ("Completion of the Project"), to an unaffiliated, third party (i.e., any person or entity that is not an Affiliate or a Permitted Assignee (as defined below) of Grantee) that, in Grantor's reasonable discretion, is not a Target Industry paying average wages above the St. Lucie County average wage, Grantee agrees to pay Grantor an amount payable in cash or by wire transfer from Grantee to Grantor (the "Sales Payment") equal to one half of any consideration (cash or fair market value of non-cash consideration) paid for the Land, or any portion thereof, in excess of the purchase price paid by Grantee to Grantor less (i) the Infrastructure Credit, and (ii) all bona fide third party costs such as closing costs, brokerage commissions, taxes, assessments, insurance, interest, finance charges and due diligence costs, etc., with respect to the purchase and sale of the Land, or any portion thereof, as such costs are evidenced by reasonable documentation by Grantee, payable within five (5) days of receipt of any consideration for the Land or portions thereof by Grantee. Grantee and Grantor acknowledge and agree that, unless a potential purchaser is a Target Industry paying average wages above the St. Lucie County average wage, the following conditions shall be met: (i) Grantee shall obtain Grantor's written consent approving the sale of the Land, or any portion thereof, which shall not unreasonably be withheld; and (ii) the sales price shall be, at least, the fair market value of the Land, confirmed by an appraisal. Grantor shall only be entitled to the Sales Payment for sales meeting the requirements outlined herein that take place prior to Completion of the Project. The provisions of this section shall terminate upon the Completion of the Project or upon making the Sales Payment for Land, or portions of Land, sold.

- 3. Lease of Improvements to Non-Target Industry. Grantee acknowledges that its capital investment and the employment opportunities related to the Permitted Use is a material inducement for Grantor to convey the Land to Grantee. If Grantee leases the Project, or any portion thereof, to an unaffiliated, third party (i.e., any person or entity that is not an Affiliate or a Permitted Assignee (as defined below) of Grantee) and the lessee, in Grantor's reasonable discretion, is not a Targeted Industry paying average wages above the St. Lucie County average wage, Grantee agrees to pay Grantor an amount payable in cash or by wire transfer from Grantee to Grantor (the "Lease Payment") equal to \$0.20 per square foot of the proportionate share of the net usable Land associated with the lease. payable within five (5) days of receipt of any consideration for the Land or portions thereof by Grantee. For example, if the lessee leases 25% of the leasable area of the Project, then the Lease Payment shall be equal to the net usable square footage of the Land multiplied by \$0.20 multiplied by 25%. The provisions of this section shall terminate with respect to all or any portion of the Project upon the first to occur of (i) the effective date of a lease to a Target Industry; or (ii) payment of the Lease Payment.
- 4. Cost of Improvements. The cost of construction of all improvements to and on the Land will be borne exclusively by Grantee, including the costs to provide on-site drainage pretreatment and to bring water and sewer lines to the Land. Grantee will be responsible for obtaining all approvals necessary for construction of improvements on the Land, including, without limitation, building permits. Grantee will be responsible for providing and installing all landscaping and trees on the Land in accordance with the requirements of applicable governmental requirements and the approvals required under the Commercial Charter for Tradition recorded in Official Records Book 2098, Page 1697, Public Records of St. Lucie County, Florida, as amended.
- Grading and Drainage. The grading of the Land will be the responsibility of Grantee. Grantee will grade the Land to meet the requirements of the drainage plan and drainage system for the Land and to meet the tie-in requirements of the master drainage system applicable to the Land, including providing for on-site drainage pretreatment. Grantee will maintain, repair, and replace all filters so as to provide filtration to prevent sedimentation in catch basins, manholes and drainage lines during construction of improvements on the Property. Grantee shall be responsible for removing any sedimentation caused by Grantee in the catch basins, manholes, or drainage lines of any existing development owned by Grantor. Grantor reserves the right after 10 days written notice to Grantee (or without notice in the case of emergency) to enter onto any portion of the Land to install filters, remove sedimentation, and correct any grading deficiencies at the cost and expense of Grantee. Grantee shall reimburse Grantor for any and all reasonable costs and expenses incurred by Grantor within 30 days after Grantor delivers to Grantee a bill for such costs and expenses accompanied by reasonable supporting documentation.
- 6. Irrigation. Grantee agrees to provide an irrigation system providing 100% coverage of all landscaped or sodded areas of the Land and the areas between the Land and the adjoining public roads, if any.
- 7. Permits. If there are water management tracts, wetlands, or other areas subject to permits issued by the South Florida Water Management District ("SFWMD") and/or Army Corp

of Engineers ("ACOE") with respect to the Land (collectively, "Water Permits"), Grantee shall (i) accept a partial transfer of the Water Permits applicable to the Land, (ii) comply with the Water Permits applicable to the Land, and (iii) work under the Water Permits with others who are entitled to work under the Water Permits applicable to the Land, and/or (iv) assist in closing out the Water Permits and establishing Water Permits in Grantee's own name.

Grantor shall have the right to assign its rights under these Restrictive Covenants to an assignee by an assignment recorded in the Public Records of St. Lucie County, Florida (such assignee being the "Assignee"). Upon such assignment, the Assignee shall have all rights of Grantor under these Restrictive Covenants and the Grantor shall no longer have such rights. After assignment of such rights to the Assignee, any waiver or amendment of these Restrictive Covenants shall require the written consent of the Assignee and not the Grantor.