

PREPARED BY AND AFTER
RECORDING RETURN TO:
MATTHEW L. GRABINSKI, ESQ.
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DECLARATION OF RECIPROCAL EASEMENTS

[Re: Lot C – TRADITION SG-7: Access for all Lots and Shared Signage and parking for Lots 1 and 4]

THIS DECLARATION OF RECIPROCAL EASEMENTS (this “**Declaration**” or “**REA**”) is made effective as of this 11th day of December, 2025, by **MCM Becker, LLC**, a Florida limited liability company (“**Declarant**”).

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property located in St. Lucie County, Florida, more particularly described on **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, the Property consists of the following four (4) separately platted Lots (each, a “**Lot**” and collectively, the “**Lots**”); and

WHEREAS, in connection with the development of the Property, Declarant desires to establish reciprocal easements for access as well as an easement for shared signage, as more particularly set forth herein.

NOW, THEREFORE, Declarant hereby declares the following:

1. **Recitals; Definitions.** The foregoing recitals are true and correct and incorporated herein by this reference.
 - a. “Lot” is defined in the second WHEREAS clause, above.
 - b. “Owner” shall mean and refer to the fee simple owner of any Lot.
 - c. “Plat” shall mean and refer to the plat of TRADITION SG-7 PARCEL C FIRST REPLAT, to be recorded in the public records of St. Lucie County, Florida.
2. **Conformance With and Alterations to Site Plan.** Each Owner shall develop and maintain its Lot in substantial accordance with the site plan (“Site Plan”) for the Property as approved by the City of Port St. Lucie (the “City”). Each Owner (a “Modifying Owner”) shall have the right to request that the City approve an amendment to the Site Plan to accommodate the development or redevelopment of such Owner’s Lot, and no other Owner shall prevent a Modifying Owner from amending the Site Plan (as to such Modifying Owner’s Lot) unless the proposed modifications by the Modifying Owner are deemed (solely by the City) to have a negative impact on a non-Modifying Owner(s) Lot. Additionally, neither Declarant nor any Owner may alter the Site Plan as to any Lot not then owned by such other Modifying Owner without the consent of the Owner of the affected Lot.

3. Unified Control. All improvements on the Property are and will in the future be part of a single unified planned development, regardless of ownership (but subject to Section 2, above). In furtherance of the foregoing, the Property shall be developed in accordance with the Site Plan and shall meet all building, zoning and land development requirements as if it is one lot, regardless as to whether the Parcels or Lots are owned separately in the future. However, all Lots must “self-park” (i.e., must satisfy all applicable minimum parking requirements within the physical boundaries of the respective Lot (or by a separate and exclusive parking easement agreement entered into between such Lot Owner and another Lot Owner, in form and content acceptable to the City). The City of Port St. Lucie is specifically intended to be a direct, third-party beneficiary to this Declaration. Any Owner that violates the terms of this Section 3 (an “Indemnifying Owner”) shall be required to indemnify and hold the other Owners and their respective tenants (collectively, the “Indemnitees” and each an “Indemnitee”) harmless from and against and loss, claim, damage or expense incurred by or asserted against an Indemnitee and arising out of a violation by the Indemnifying Owner of the terms and conditions of this Section 3. This indemnification provision shall in no way restrict or limit the City’s rights to enforce the Site Plan for any and all Owners.

4. Grant of Reciprocal Access Easement. Declarant hereby declares that there shall be, and hereby grants to all present and future Owners of each of the Lots, and their respective tenants, sub-tenants, licensees, invitees, contractors, and vendors, a perpetual, non-exclusive, and reciprocal easement for the purpose of pedestrian and vehicular ingress, and egress (including maintenance and construction vehicles) (the “**Reciprocal Access Easement**”) over and across the driveways and drive aisles located from time to time upon the Lots, all as the same may exist and/or be reconfigured from time to time by the then record owner of the applicable Lot (the “**Reciprocal Access Easement Area**”). For the avoidance of doubt, the Reciprocal Access Easement shall not be deemed to include or otherwise encumber any current or future buildings or other vertical improvements located upon the Lots from time to time nor any parking spaces, “drive-thru” lanes, dumpster areas or loading areas.

5. Maintenance of Reciprocal Access Easement by Each Lot Owner. All future owners of the Lots (each, an “**Owner**” and collectively the “**Owners**” as the context permits) shall be solely responsible for the commercially-reasonable maintenance, repair, and replacement of the curb-cuts, traffic lanes, drives, and sidewalks (as applicable) located from time to time upon such Owner’s Lot. Such maintenance duties shall include, but not be limited to, all costs and expenses associated with paving, restriping, landscaping, street and driveway signage, and the regular removal of trash within the Reciprocal Access Easement Area. Prior to performing any maintenance, repair or replacement of any improvements within the Reciprocal Access Easement Area that would obstruct or materially impede access from any other Lot to a platted right-of-way, the Owner performing such work shall provide the affected Owner(s) with at least five (5) business days’ prior written notice thereof (except in the event of an emergency which poses an imminent threat to the health or safety), in which event such Owner shall provide written notice as soon as reasonably possible.

6. Grant of Reciprocal Drainage Easement. Declarant hereby declares that there shall be, and hereby grants to all present and future Owners of each of the Lots, a perpetual, non-exclusive, and reciprocal easement for the purpose of the discharge and drainage of storm water runoff pursuant to the City-approved drainage plans and for surface water management and drainage necessary to serve all portions of the Property over, under and across such areas within the Properties constituting parking areas, driveways and roadways (as the same may be reconfigured from time to time by the applicable Owner and with the consent of the City) and for installing and maintaining catch-basins and underground pipes (the shared portions of which shall be located in platted drainage easements identified as “DE” on the Plat), provided the same does not materially interfere with the use and enjoyment of any portion of the Properties and is otherwise consistent with the City-approved Site Plan (the “Reciprocal Drainage

Easement"). For the avoidance of doubt, the Reciprocal Drainage Easement shall not be deemed to include or otherwise encumber any current or future buildings or other vertical improvements located upon the Lots from time to time nor any parking spaces, "drive-thru" lanes, dumpster areas or loading areas.

7. Maintenance of Reciprocal Drainage Easement. Each Owner shall be solely responsible for the commercially-reasonable maintenance, repair, and replacement of any drainage facilities located from time to time upon such Owner's Lot. Prior to performing any maintenance, repair or replacement of any drainage improvements that would obstruct or materially impede the function of the common drainage system, the Owner performing such work shall provide the affected Owner(s) with at least five (5) business days' prior written notice thereof (except in the event of an emergency which poses an imminent threat to the health or safety), in which event such Owner shall provide written notice as soon as reasonably possible.

8. Grant of Reciprocal Utility Easements. Declarant hereby declares that there shall be, and hereby grants to all present and future Owners of each of the Lots, a perpetual, non-exclusive, and reciprocal easement for the purpose of the installation and maintenance and repair of sub-terranean private utility lines within (and only within) all platted public utility easements and private utility easements (identified as "PUE" and "PSLUE" on the Plat), pursuant to City-approved utility plans, under and across such platted easement areas within the Property, and provided the same is consistent with the City-approved Site Plan (the "Reciprocal Utility Easement"). Without limiting the generality of the foregoing, the installation of utility lines within any portion of a "PUE" or "PLSUE" that overlaps with a utility easement granted to the City shall be subject to the City's prior review and written approval of the plans and specifications related to such installations.

9. Maintenance of Reciprocal Utility Easement. To the extent not maintained by the applicable utility service provider, each Owner shall be solely responsible for the commercially-reasonable maintenance, repair, and replacement of any utility facilities located from time to time upon such Owner's Lot (to the extent not maintained by the applicable provider). Prior to performing any maintenance, repair or replacement of any utility facilities that would interrupt the utility service of another Owner, the Owner performing such work shall provide the affected Owner(s) with at least five (5) business days' prior written notice thereof (except in the event of an emergency which poses an imminent threat to the health or safety), in which event such Owner shall provide written notice as soon as reasonably possible.

10. Self-Help. If, at any time, an Owner (in each instance, a "Notifying Owner") determines in its reasonable discretion that any portion of the easement area located on lands owned by another Owner (in each instance, the "Fee Holder") are in need of maintenance and/or repair, then such Notifying Owner shall have the right (but not the obligation) to deliver written notice to the Fee Holder, which notice must (a) reference this section of this recorded REA, (b) identify the outstanding deferred maintenance and/or repair work that the Notifying Owner intends to perform to the applicable portion of the easement area, and (c) provide the Fee Holder with a 30 day cure period to undertake the same (at the Fee Holder's expense), failing which, the Notifying Owner shall have the right (but not the obligation) to perform such work (at the Fee Holder's expense and with licensed and insured contractors), and by no later than fifteen (15) days after completion of such work and delivery by Notifying Owner to Fee Holder of paid invoices, final contractor's affidavits, waivers and releases of liens, and any other documentation reasonably requested by Fee Holder, Fee Holder shall reimburse Notifying Owner for such reasonable costs and expenses. Any sums not paid within said time period shall bear interest at the maximum rate permitted by law. Any amounts due to Notifying Owner, together with reasonable costs and expenses of collection, including reasonable attorneys' fees shall constitute and shall be deemed for all purposes to be a continuing obligation of the Fee Holder of the property in default, and such Notifying Owner shall have

the right to institute litigation to collect such monies owed. In addition, and provided such unpaid sums is not the result of a good faith dispute between the parties regarding the amount and self-help rights, a Notifying Owner that is not timely reimbursed by the Fee Holder shall also have the right to record a claim of lien against the Fee Holder's property (in each instance, a "**Recorded Claim of Lien**"), which may be enforced and foreclosed in the same manner as a mortgage lien. However, such Recorded Claim of Lien shall not attach to or otherwise encumber the applicable lien property until such date and time that such Recorded Claim of Lien is actually recorded in the public records of St. Lucie County, Florida (and such Recorded Claim of Lien shall NOT relate back in time to become superior to any mortgages or other liens recorded prior to the date and time that such Recorded Claim of Lien is actually recorded in the public records of St. Lucie County, Florida).

11. Easement for Shared Pylon Signage between Lot 1 and Lot 4.

- a. Grant of Shared Monument Sign Easement. A shared monument signage easement is hereby established over the land described in Exhibit "B", attached hereto (the "**Monument Sign Easement**"), for the construction, operation, maintenance, repair, replacement and shared use of a monument sign (the "**Monument Sign**") by the Owners of the following two (2) Lots: Lot 1 Lot C and Lot 4 Lot C of TRADITION SG-7 according to the plat thereof recorded in Plat Book _____ page _____ of the public records of St. Lucie County, Florida ("**Lot 1**" and "**Lot 4**", respectively). If this provision conflicts with the Tradition Master Sign Program, then the Tradition Master Sign Program controls signage within these parcels.
- b. Use of Specific Placard Spaces on Shared Monument. For purposes hereof, "**Placard Space**" shall mean and refer to each individual placard space on the Monument Sign, the approximate locations and dimensions of which are depicted on the Monument Sign elevation attached hereto as Exhibit "C", as identified by the numbering system reflected on Exhibit C (which space numbers pertain to both sides of the Monument Sign). The Owner of Lot 1 shall be entitled to the exclusive use of Placard Spaces 1, 2, and 3, and the Owner of Lot 4 shall be entitled to the exclusive use of Placard Spaces 4, 5, and 6.. If this provision conflicts with the Tradition Master Sign Program, then the Tradition Master Sign Program controls signage within these parcels.
- c. Maintenance and Repairs. Once constructed by or at the direction of the Declarant, the Owner of Lot 1 shall maintain, repair (and replace from time to time) the structural and other common components of the Monument Sign, and the operation, maintenance, repair and replacement costs thereof (including periodic pressure washing and/or re-painting but expressly excluding electrical service and insurance premiums) shall be a shared expense (the "**Shared Expenses**"). Although not a Shared Expense, the Owner of Lot 1 shall (i) include the Monument Sign under such Owner's property insurance policy, and (ii) provide electrical service for the Monument Sign lighting, at the Owner of Lot 1's expense.
- d. Cost Sharing. The Owner of Lot 4 shall reimburse the Owner of Lot 1 (in arrears and on a calendar-quarterly basis) for fifty percent (50%) of the Shared Expenses actually incurred by the Owner of Lot 1 in the prior calendar quarter. The Owner of Lot 4 shall reimburse the Owner of Lot 1 for such quarterly Shared Expenses by no later than fifteen (15) days after receipt of written request from the Owner of Lot 1 (which request shall include commercially reasonable evidence of the Shared Expenses for which the Owner of Lot 1 seeks reimbursement). For the avoidance of doubt, any expenses related to the specific identification placards that may be placed by an Owner on the Monument

Signage, for the purpose of providing specific owner/tenant identification, shall be in all instances at the respective Owner's expense. Any amounts due from the Owner of Lot 4 to the Owner of Lot 1 shall bear interest at a rate of 1.5% per month, commencing on the 16th day after each reimbursement request is delivered to the Owner of Lot 4. If the Owner of Lot 4 fails to timely reimburse the Owner of Lot 1 for its share of Shared Expenses, then in addition to all other rights and remedies available under applicable law, the Owner of Lot 1 shall have the right to record a Recorded Claim of Lien against Lot 4, and such Recorded Claim of Lien shall be subject to the enforcement and priority provisions set forth in Section 4, above.

12. Reciprocal Parking between Lot 1 and Lot 4. A non-exclusive reciprocal easement for shared parking is hereby established (in favor of Lot 1 and Lot 4) over the outdoor (and uncovered) parking lot areas located on Lot 1 and Lot 4 (as the same may be modified and re-configured from time to time by the respective Owner(s) of such Lots), for shared parking by the Owners of such Lots and their tenants, guests, licenses and invitees (the "Reciprocal Parking Easement"), subject, however, to the following:

- (a) Each Owner of a Lot encumbered by the Reciprocal Parking Easement shall have the right to reserve and physically designate up to fifty percent (50%) of the parking spaces located on such Owner's Lot for the exclusive use of such Owner and its tenants, guests and invitees.
- (b) No Lot Owner may rely on the Reciprocal Parking Easement to satisfy the minimum parking requirements that may be required under applicable zoning laws and ordinances for the actual uses occurring at each respective Lot Owner's Lot. For the avoidance of doubt, all Lots must "self-park" (i.e., must satisfy all applicable minimum parking requirements within the physical boundaries of the respective Lot (or by a separate and exclusive parking easement agreement entered into between such Lot Owner and another Lot Owner, in form and content acceptable to the City).

13. No Fee Dedication. Nothing herein shall be deemed to be a grant or dedication of fee title to the easement areas established herein, this instrument being intended to create easements only.

14. Runs with Land; No Merger. The covenants and easements declared and granted hereby shall be covenants and easements running with title to the Lots and the easements described herein shall inure to the benefit of, and shall be binding upon the current and future Owners of the Lots and their respective successors in title. Notwithstanding anything contained herein to the contrary, in no event shall any of the rights or easements created under this Declaration be deemed extinguished, void ab initio, or otherwise ineffective by operation of merger due to common ownership of the Lots, it being the express intent of Declarant that the rights and easements created herein shall continue to be operative and survive in full force and effect.

15. Estoppel. Within fifteen (15) days after the written request of an Owner of a Lot, the other, non-requesting Owner(s) shall deliver an estoppel letter ("Estoppel") to the requesting Owner stating: (i) whether any amounts hereunder are owed (or claimed to be owed) by the requesting Owner and, if so, stating the amounts owed (or claimed to be owed) and the purposes therefor; and (ii) whether the requesting Owner is in compliance with the terms and conditions of this Declaration and, if not, identifying the alleged defaults or breaches of the requesting Owner. The Estoppel shall be delivered by the non-requesting Owner(s) to the requesting Owner pursuant to the notice procedures set forth herein. In the event the non-requesting Owner(s) fails or refuses to timely provide the Estoppel as set forth herein, the non-requesting Owner shall be deemed to have waived its rights to any amounts owed and

with respect to any claims under this Declaration which accrued prior to the date on which the Estoppel was requested.

16. Notices. Any notice or demand for payment given under this Declaration to the Owner of a Lot may be (a) hand delivered, or (b) shall be sent via overnight courier to the address provided below for the Owner (or, if such an address is not provided, then to a Florida registered agent of such Owner or to the address that such Owner receives tax notices and property tax bills from St. Lucie County, per the records of the St. Lucie County Property Appraiser and Tax Collector).

17. Attorney Fees and Costs; Choice of Law; Venue. In connection with any litigation arising out of this Declaration, or the breach, enforcement, or interpretation of this Declaration, the prevailing Owner shall be entitled to recover from the non-prevailing Owner its reasonable costs and attorney fees, paralegal fees and expert fees incurred at trial, retrial, on appeal, at hearings and re-hearings, and in all related administrative proceedings. This Declaration shall be governed by Florida law, and venue for any proceeding brought hereunder shall lie exclusively in a court of competent jurisdiction within St. Lucie County, Florida, and in no other venue or forum.

18. Amendment; Assignment. This Declaration may not be terminated, amended, assigned (except to a successor-in-title, which assignment shall be deemed automatic), or otherwise modified without the express written consent of the City of Port St. Lucie and of the Owners of at least three (3) of the Lots; however, any amendment effecting Section 5 and the rights and obligations established thereunder shall require the written and recorded consent of the Owner of Lot 1 and the Owner of Lot 4 (and only the Owner of Lot 1 and the Owner of Lot 4); all amendments shall not be effective unless and until the same are recorded in the Public Records of St. Lucie County, Florida.

19. Captions. The captions appearing within the body of this Declaration have been inserted as a matter of convenience and for reference only and in no way shall the same be construed to define, limit or enlarge the scope or meaning of this Declaration or any provision hereof.

20. Severability. The invalidity in whole or in part of any covenant, restriction, paragraph, clause, phrase or word or other provision of this Declaration shall not affect the remaining portions hereof.

21. Enforceability. Each Owner and the holder of any first mortgage on either of the Lots shall have the right to enforce the covenants, easements, and rights created and imposed hereby including, without limitation, each Owner's self-help rights in accordance with Section 3, the right to sue for and obtain actual (but not consequential or punitive) damages for the breach hereof and the right to sue for and obtain an injunction, prohibitive or mandatory, preventing the breach of, or enforcing the observance of, the covenants, easements and rights created and imposed hereby.

22. Non-Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to the general public or for any public use or purpose whatsoever.

23. Non-Waiver. Failure by any Owner to insist upon or enforce any of its rights hereunder shall not constitute a waiver thereof. Any Owner hereto may waive in writing the benefit of any provision or condition for its benefit contained in this Declaration. No waiver of any provision of this Declaration shall be effective unless it is in writing and signed by the Owner against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing waiver or future waiver.

WITNESSES:

Declarant:

MCM Becker, LLC
a Florida limited liability company

[Signature]
Print Name: Andrea Lopez
Address: 1974 Palmbeach Lakes Blvd
West Palm Beach FL 33409

By: *[Signature]*
Evan Mouhalis, Manager

[Signature]
Print Name: Matthew Phee
Address: 1474 Palm Beach Lakes Blvd
West Palm Beach, FL 33409

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing was acknowledged before me in person or by online notarization on this 2nd day of December, 2025 by Evan Mouhalis as Manager of MCM Becker, LLC, a Florida limited liability company, on behalf of said entity. He () is personally known to me or () has produced Florida Driver License as identification.

[Signature]
NOTARY
Print Name: Celise St Louis

(SEAL)

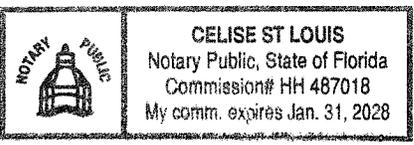


Exhibit "A"

Legal Description of Property

Lot 1, Lot 2, Lot 3 and Lot 4, being all of the lands included in TRADITION SG-7 PARCEL C FIRST REPLAT, according to the Plat thereof to be recorded in the public records of St. Lucie County, Florida, being a replat of all of Parcel C of TRADITION SG-7 as recorded in Plat Book 133, page 7 of the public records of St. Luck County, Florida.

Exhibit "C"

Placard Space Exhibit

