

## **SECOND MODIFICATION OF DEED RESTRICTIONS**

### **KNOWN ALL MEN BY THESE PRESENTS:**

**WHEREAS**, pursuant to that certain Special Warranty Deed dated March 2, 2007, and recorded in Official Records Book 2776, Page 1552, of the Public Records of St. Lucie County, Florida (the “Deed”), Horizons St. Lucie Development, LLC, a Florida limited liability company (“Horizons”) conveyed certain real property more specifically described therein (the “Property”) to the City of Port St. Lucie, a Florida municipal corporation (the “City”).

**WHEREAS**, the Deed contained certain deed restrictions, as more particularly set forth in Exhibit “B” to the Deed (the “Deed Covenants”);

**WHEREAS**, on November 26, 2013, the City conveyed to TPIMS Land Company, LLC, a Florida limited liability company (“TPIMS Land”), fee simple title to the portion of the Property as more specifically described in that Special Warranty Deed recorded in Official Records Book 3582, Page 2115, of the Public Records of St. Lucie County, Florida; and

**WHEREAS**, on January 11, 2016, TPMIS Land conveyed to Florida Vision Realty Tradition, LLC, a Florida limited liability company (“Florida Vision”), fee simple title to a portion of the Property as more specifically described in the Special Warranty Deed recorded in Official Records Book 3829, Page 978, of the Public Records of St. Lucie County, Florida; and

**WHEREAS**, on February 15, 2017, Florida Vision conveyed to TPMIS Land, fee simple title to a portion of the Property as more specifically described in the Special Warranty Deed recorded in Official Records Book 3963, Page 2549, of the Public Records of St. Lucie County, Florida; and

**WHEREAS**, on July 6, 2018, TPIMS conveyed to Amber Hills Properties, LLC, a Florida limited liability company (“Amber Hills”), fee simple title to a portion of the Property as more specifically described in the Warranty Deed recorded in Official Records Book 4155, Page 2367, of the Public Records of St. Lucie County, Florida; and

**WHEREAS**, all current owners of the Property took the Property subject to the Deed Covenants; and

**WHEREAS**, the Deed Covenants are modifiable by Horizons or its successors in interest; and

**WHEREAS**, Tradition Land Company, LLC was a successor in interest to Horizons and executed a Termination and Release of Reverter Rights and Modification of Deed Restrictions, and recorded it in Official Records Book 3731, Page 2536, of the Public Records of St. Lucie County, Florida, which modified or removed portions of the Deed Covenants (“First Modification”); and

**WHEREAS**, Mattamy Palm Beach, LLC, a Delaware limited liability company authorized to transact business in the state of Florida (“Mattamy”) is the successor-in-interest to Tradition Land Company, LLC’s rights under the Deed Covenants as evidenced by that certain Assignment and Assumption agreement between Tradition Land Company, LLC and Mattamy Palm Beach LLC as recorded in the public records of St. Lucie County, Florida in Official Records Book 4153, Page 889; and

**WHEREAS**, Mattamy, the City, Florida Vision, and Amber Hills have agreed that, the Deed Covenants shall be further amended as more specifically set forth herein; and

**NOW THEREFORE**, the covenants, and restrictions set forth in Paragraph 1, in Exhibit “B” to the Deed, as amended by the First Modification, are hereby repealed in full, and amended to read as follows:

1. The recitals set forth above are incorporated herein by reference and made a part hereof as if set forth herein verbatim.
2. Permitted Use. Unless otherwise agreed to by Grantor:
  - a. The portion of the Property described as Tract A, SOUTHERN GROVE PLAT NO. 16, according to the Plat thereof recorded in Plat Book 72, Page 16, of the Public Records of St Lucie County, Florida, of the Property may be used only for development of up to 74,250 square feet of office,

retail and research and development uses.. These uses may include but are not limited to, medical offices and hospice houses, subject to zoning regulations.

- b. The portion of the Property described as Tract B, SOUTHERN GROVE PLAT NO. 16, according to the Plat thereof recorded in Plat Book 72, Page 16, of the Public Records of St. Lucie County, Florida, may be used only for development of up to 50,000 square feet of office and research and development use, and up to 28,000 square feet of retail, office, and research and development use, and for no other use.
  - c. The portion of the Property described as Lot 1, SOUTHERN GROVE PLAT NO. 10, according to the Plat thereof recorded in Plat Book 68, Page 22, of the Public Records of St. Lucie County, Florida, may be used only for development of up to 100,000 square feet of improvements which shall be limited to (a) operate and maintain a biomedical research facility for the purposes of (i) conducting medical, life science and clinical research, including without limitation, research involving, (A) small animals such as rodents (rats and mice) and rabbits, (B) carcinogens, (C) bacteria, (D) viruses, (E) BLA-3 level pathogens, (F) NIH and non-NIH stem cells, (G) radioisotopes in amounts typical of biological and molecular biological research activities, and (H) medical, life science and clinical research approved in the future by Tenant; (ii) conducting training and outreach programs; (iii) performing ancillary services and related healthcare and life science uses; (iv) conducting undergraduate, graduate and post graduate education; and (b) lease or sublease portions of the Premises to for-profit and not-for-profit entities for the uses set forth in section (a) of this Paragraph.
3. The Deed Covenants set forth in Exhibit “B” to the Deed, as modified by the First Modification, shall remain in full force and effect, except as specifically set forth in this Second Modification hereinabove.

SIGNATURE PAGES TO FOLLOW

In witness whereof, this Second Modification of Deed Restrictions is being executed as of this \_\_\_\_ day of \_\_\_\_\_ 2020.

Signed, sealed and delivered:  
In the presence of:

MATTAMY PALM BEACH, LLC  
a Delaware limited liability company

\_\_\_\_\_  
Print Name \_\_\_\_\_

BY: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF IOWA  
COUNTY OF LINN

THE FOREGOING INSTRUMENT was acknowledged before me **by means of**  **physical presence or**  
 **online notarization**, this \_\_ day of \_\_\_\_\_ 2020, by \_\_\_\_\_, as  
\_\_\_\_\_ of MATTAMY PALM BEACH, LLC, a Delaware limited liability company. Said  
person did not take an oath and (check one) \_\_\_\_ is personally known to me, \_\_\_\_ produced  
\_\_\_\_\_.

(Notary Seal)

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

In witness whereof, this Second Modification of Deed Restrictions is being executed as of this \_\_\_\_ day of \_\_\_\_\_ 2020.

Signed, sealed and delivered:  
In the presence of:

AMBER HILLS PROPERTIES, LLC  
a Florida limited liability company

\_\_\_\_\_  
Print Name \_\_\_\_\_

BY: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_

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

THE FOREGOING INSTRUMENT was acknowledged before me **by means of**  **physical presence or**  **online notarization**, this \_\_ day of \_\_\_\_\_ 2020 by \_\_\_\_\_, as \_\_\_\_\_ of AMBER HILLS PROPERTIES, LLC, a Florida limited liability company. Said person did not take an oath and (check one) \_\_\_\_ is personally known to me, \_\_\_\_ produced \_\_\_\_\_.

(Notary Seal)

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

In witness whereof, this Second Modification of Deed Restrictions is being executed as of this \_\_\_\_ day of \_\_\_\_\_ 2020.

Signed, sealed and delivered:  
In the presence of:

Florida Vision Realty Tradition, LLC  
a Florida limited liability company

\_\_\_\_\_  
Print Name \_\_\_\_\_

BY: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_

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

THE FOREGOING INSTRUMENT was acknowledged before me **by means of**  **physical presence or**  **online notarization**, this \_\_ day of \_\_\_\_\_ 2020 by \_\_\_\_\_, as \_\_\_\_\_ of FLORIDA VISION REALTY TRADITION, LLC, a Florida limited liability company. Said person did not take an oath and (check one) \_\_\_\_ is personally known to me, \_\_\_\_ produced \_\_\_\_\_.

(Notary Seal)

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

In witness whereof, this Second Modification of Deed Restrictions is being executed as of this \_\_\_\_ day of \_\_\_\_\_ 2020.

Signed, sealed and delivered:  
In the presence of:

The City of Port St. Lucie,  
a Florida municipal corporation

\_\_\_\_\_  
Print Name \_\_\_\_\_

BY: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

THE FOREGOING INSTRUMENT was acknowledged before me **by means of**  **physical presence or**  
 **online notarization**, this \_\_ day of \_\_\_\_\_ 2020 by \_\_\_\_\_, as  
\_\_\_\_\_ of the City of Port St. Lucie, a Florida municipal corporation. Said person did not  
take an oath and (check one) \_\_\_\_ is personally known to me, \_\_\_\_ produced  
\_\_\_\_\_.

(Notary Seal)

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