

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Ocean Title and Escrow Company

Odalys Ibrahim, Esq.

11200 Pines Boulevard

Pembroke Pines, Florida 33026

File No: **22-6048**

Property Appraisers Parcel Identification (Folio) Numbers: **4315-609-0003-000-9**

Space Above This Line For Recording Data

THIS SPECIAL WARRANTY DEED made the 13th day of **January, 2023** by **Fast Developments LLC, a Delaware Limited Liability Company**, whose post office address is **20801 Biscayne Blvd Ste 306, Aventura, FL 33180** herein called the *Grantor*, to **Village & Innovation LLC, a Florida Limited Liability Company**, whose post office address is **19370 Collins Avenue Suite CU1, Sunny Isles Beach, FL 33160**, hereinafter called the *Grantee* :

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grants, bargains, sells and conveys to Grantee all the right, title, interest, claim, to the real property located in St. Lucie County, Florida, fully described on Exhibit A attached hereto, along with any tenements, hereditaments and appurtenances belonging to or in any way appertaining to the land thereto ("Land"), in fee simple, but nonetheless subject to those matters listed on: (a) Exhibit "B" attached hereto ("Existing Exceptions") provided, however, reference thereto shall not serve to re-impose the same; and (b) Exhibit "C" attached hereto ("Additional Covenants and Restrictions") and (c) taxes for the year 2023 and thereafter. Grantor hereby covenants that Grantor has good, right, and lawful authority to sell and convey the Land and hereby warrants the title to said Land and will defend the same against the lawful claims and demands of all persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

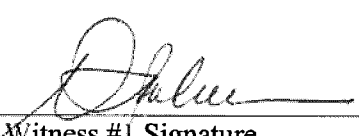
Signed, sealed and delivered in the presence of:

FAST DEVELOPMENTS LLC, a Delaware Limited Liability Company

By **GRU CAPITAL LLC, a Delaware Limited Liability Company**, its sole member

By: _____

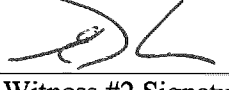
Leopoldo Ferro, Manager



Witness #1 Signature

Odalys Ibrahim

Witness #1 Printed Name



Witness #2 Signature

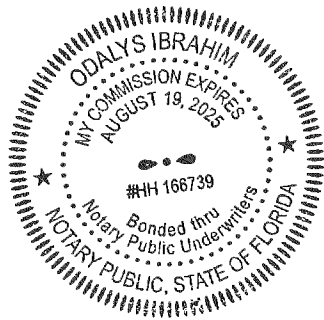
Odalys Ibrahim


Witness #2 Printed Name

**STATE OF FLORIDA
COUNTY OF SAINT LUCIE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13th day of January, 2023 by Leopoldo Ferro as Manager of Gru Capital LLC, a Delaware Limited Liability Company the sole member of **Fast Developments LLC, a Delaware Limited Liability Company** who is personally known to me ☒ has produced a Florida Driver License ☐ or _____ as identification.

SEAL





Notary Signature

Printed Notary Signature
My Commission Expires:

Warranty Deed
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EXHIBIT "A"

LEGAL DESCRIPTION

BEING A PORTION OF TRACT 1, SOUTHERN GROVE PLAT NO. 11, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 15 OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF INNOVATION WAY (TRACT 4) PER SAID SOUTHERN GROVE PLAT NO. 11 WITH THE WESTERLY RIGHT-OF-WAY LINE OF VILLAGE PARKWAY (TRACT R-1) AS SHOWN ON SOUTHERN GROVE PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 61 AT PAGE 17 OF SAID PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA, SAID POINT OF INTERSECTION BEING A POINT ON A CURVE ON SAID WESTERLY RIGHT-OF-WAY LINE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1657.00 FEET AND FROM WHICH A RADIAL LINE BEARS N57°49'20"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 4°30'43", A DISTANCE OF 130.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S36°41'23"E, A DISTANCE OF 243.75 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 3925.00 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°14'34", A DISTANCE OF 85.14 FEET; THENCE DEPART SAID RIGHT-OF-WAY LINE, S60°24'56"W A DISTANCE OF 525.14 FEET; THENCE N29°56'10"W A DISTANCE OF 481.45 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID INNOVATION WAY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO COURSES, FIRST BEAR N60°24'56"E A DISTANCE OF 451.35 FEET; THENCE S75°39'56"E A DISTANCE OF 36.02 FEET BACK TO THE POINT-OF-BEGINNING.

FOR THE PURPOSE OF THIS DESCRIPTION BEARINGS ARE STATE PLANE GRID BASED UPON THE SOUTH RIGHT-OF-WAY LINE OF INNOVATION WAY BEARING N60°24'56"E AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

EXHIBIT "B"

EXISTING TITLE EXCEPTIONS

1. Any law, ordinance, permit or governmental regulation.
2. Governmental police powers.
3. Rights or eminent domain.
4. Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed or agreed to by the Grantee.
5. Federal bankruptcy, state insolvency or similar creditors' rights laws.
6. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.
7. Conditions and easements as set forth on the Plat of Southern Grove Plat No. 11, according to the Plat thereof, as recorded in Plat Book 70, Page 15, Public Records of St. Lucie County, Florida.
8. Conditions and easements as set forth on the Plat of Southern Grove Plat No. 4, according to the Plat thereof, as recorded in Plat Book 56, Page 18, Public Records of St. Lucie County, Florida.
9. Annexation and Development Agreement by and between Westchester Development Company, LLC, a Florida limited liability company, successor by merger to Westchester Development Company, formerly known as St. Lucie Farms, Inc., Horizons St. Lucie Development, LLC, a Florida limited liability company, Bernard A. Egan Groves, Inc., a Florida corporation, A. Duda & Sons, Inc., a Florida corporation, and the City of Port St. Lucie, a Florida municipal corporation, recorded January 28, 2003 in Official Records Book 1648, Page 2879, Public Records of St. Lucie County, Florida.
10. Notice of Establishment of the Westchester Community Development District No. 5, recorded April 16, 2003 in Official Records Book 1694, Page 422, Public Records of St. Lucie County, Florida.
11. Declaration of Consent to Imposition of Special Assessments, recorded January 14, 2004 in Official Records Book 1881, Page 2114, Public Records of St. Lucie County, Florida.
12. Notice of Special Assessments for Series 2003 Bonds, recorded January 14, 2004 in Official Records Book 1881, Page 2139, Public Records of St. Lucie County, Florida.
13. Terms, provisions, covenants, conditions, restrictions, assessments, easements, liens, and other matters established by Commercial Charter for Tradition, recorded November 23, 2004 in Official Records Book 2098, Page 1697; Eighth Supplement, recorded June 16, 2005 in Official Records Book 2274, Page 1742; First Supplement, recorded June 8, 2006 in Official Records Book 2584, Page 2025; Second Supplement, recorded June 20, 2006 in Official Records Book 2592, Page 2701; Third Supplement, recorded July 6, 2006 in Official Records Book 2605, Page 870; Fourth Supplement, recorded July 6, 2006 in Official Records Book 2605, Page 903; First Amendment to Commercial Charter for Tradition, recorded July 6, 2006 in Official Records Book 2605, Page 908; Consent to Use, recorded July 6, 2006 in Official Records Book 2605, Page 919; Fifth Supplement and Second Amendment, recorded September 7, 2006 in Official Records Book 2650, Page 2111; Consent to Use, recorded October 2, 2006 in Official Records Book 2668, Page 382; Seventh Supplement, recorded December 29, 2006 in Official Records Book 2729, Page 2333; Sixth Supplement and Amendment, recorded January 3, 2007 in Official Records Book 2731, Page 2869; Second Amendment to Commercial Charter for Tradition, recorded March 9, 2007 in Official Records Book 2776, Page 1541; Eighth Supplement, recorded March 9, 2007 in Official Records Book 2776, Page 1546; Supplement, recorded September 27, 2007 in Official Records Book 2885, Page 1351; Supplement, recorded December 12, 2007 in Official Records Book 2914, Page 2047; Ninth Supplement and Amendment, recorded December 17, 2007 in Official Records Book 2916, Page 1973; Tenth Supplement and Amendment recorded January 2, 2008 in Official Records Book 2923, Page 550; Amendment recorded April 17, 2008 in Official Records Book 2963, Page 369; Corrective Ninth Supplement and Amendment, recorded April 22, 2008 in Official Records Book

- 2964, Page 1931; Supplement, recorded June 16, 2008 in Official Records Book 2984, Page 2233; Amended and Restated Consent to Use, recorded June 16, 2008 in Official Records Book 2984, Page 2242; Supplement, recorded August 4, 2008 in Official Records Book 3001, Page 2250; Amendment, recorded September 24, 2008 in Official Records Book 3017, Page 224; Supplement, recorded December 23, 2008 in Official Records Book 3045, Page 1132; Supplement, recorded January 14, 2009 in Official Records Book 3051, Page 1686; Amendment, recorded January 20, 2009 in Official Records Book 3052, Page 1102; Supplement and Amendment, recorded June 18, 2009 in Official Records Book 3101, Page 51; Supplement and Amendment, recorded December 30, 2009 in Official Records Book 3158, Page 2213; Amendment, recorded January 12, 2010 in Official Records Book 3161, Page 2290; Supplement, recorded March 29, 2010 in Official Records Book 3183, Page 1096; Amendment, recorded June 14, 2010 in Official Records Book 3204, Page 1260; Amendment, recorded June 14, 2010 in Official Records Book 3204, Page 1268; Supplement, recorded November 5, 2010 in Official Records Book 3243, Page 651; Supplement, recorded December 30, 2010 in Official Records Book 3257, Page 89; Supplement, recorded March 7, 2011 in Official Records Book 3274, Page 842; Supplement and Amendment, recorded April 28, 2011 in Official Records Book 3288, Page 1054; Assignment of Founder's Rights, recorded September 19, 2011 in Official Records Book 3325, Page 1277; Supplement and Amendment, recorded September 30, 2011 in Official Records Book 3328, Page 849; Supplement and Amendment, recorded October 5, 2012 in Official Records Book 3439, Page 688; Supplement and Amendment, recorded December 10, 2012 in Official Records Book 3461, Page 1570; Supplement and Amendment, recorded August 8, 2013 in Official Records Book 3547, Page 1583; Certificate of Amendment, recorded February 27, 2015 in Official Records Book 3720, Page 2573; Supplement to Commercial Charter, recorded June 16, 2015 in Official Records Book 3757, Page 2243; Certificate of Amendment, recorded July 9, 2015 in Official Records Book 3766, Page 637, all of the Public Records of St. Lucie County, Florida, and any amendments thereto.
14. Notice of Adoption of the Development Order for the Southern Grove Development of Regional Impact recorded October 30, 2006 in Official Records Book 2689, Page 189; Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded August 21, 2007 in Official Records Book 2868, Page 1267; Assignment of Land Use Entitlements to PSL Acquisitions, LLC, an Iowa limited liability company recorded September 19, 2011 in Official Records Book 3325, Page 1285; Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded May 18, 2012 in Official Records Book 3391, Page 940; Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded December 20, 2012 in Official Records Book 3466, Page 342; Notice of Adoption of the Amended and Restated Development Order for the Southern Grove Development of Regional Impact recorded April 16, 2015 in Official Records Book 3736, Page 440; Notice of Adoption recorded January 13, 2016 in Official Records Book 3826, Page 2235, all of the Public Records of St. Lucie County, Florida, and any amendments thereto.
 15. Declaration of Restrictions by Horizons St Lucie Development, LLC, a Florida limited liability company and Tradition Development Company, LLC, a Florida limited liability company and Horizons Acquisition 5, LLC, a Florida limited liability company, recorded December 29, 2006 in Official Records Book 2729, Page 2344; First Amendment to Declaration of Restrictions recorded September 4, 2009 in Official Records Book 3124, Page 679, all of the Public Records of St. Lucie County, Florida.
 16. Access and Drainage Easement Agreement by and between Horizons St. Lucie Development, LLC, a Florida limited liability company, Grantor, and Grande Palms at Tradition I, LLC, a Florida limited liability company and Grande Palms at Tradition II, LLC, a Florida limited liability company, Grantees, recorded January 3, 2007 in Official Records Book 2731, Page 2980; Amendment to Access and Drainage Easement Agreement recorded May 5, 2010 in Official Records Book 3193, Page 576, all of the Public Records of St. Lucie County, Florida.

17. Notice of Establishment of the Southern Grove Community Development District No. 5A, recorded May 9, 2007 in Official Records Book 2814, Page 1392; Notice of Merger of Southern Grove Community Development District No. 5 into Southern Grove Community District 5A, recorded November 13, 2009 in Official Records Book 3145, Page 397; City/District No. 5A Interlocal Agreement, recorded February 5, 2009 in Official Records Book 3057, Page 1403, all of the Public Records of St. Lucie County, Florida.
18. Educational Facilities Impact Fee Credit Agreement between Horizons Acquisitions 5, LLC, a Florida limited liability company, Horizons St. Lucie Development, LLC, a Florida limited liability company and The School Board of St. Lucie County, Florida, recorded October 5, 2007 in Official Records Book 2889, Page 650, Public Records of St. Lucie County, Florida.
19. Waiver and Consent as to Special Assessments recorded October 9, 2007 in Official Records Book 2889, Page 2823, Public Records of St. Lucie County, Florida.
20. Flowage Easement (MXD Parcel) in favor of the City of Port St. Lucie, recorded November 7, 2007 in Official Records Book 2902, Page 1177, Public Records of St. Lucie County, Florida.
21. 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; First Amendment to Fire/EMS Development and Impact Fee Agreement, recorded February 20, 2009 in Official Records Book 3062, Page 938, all of the Public Records of St. Lucie County, Florida.
22. Declaration of Restrictions by Horizons St. Lucie Development, LLC, a Florida limited liability company, recorded December 17, 2007 in Official Records Book 2916, Page 2027; Corrective Declaration of Restrictions, recorded April 22, 2008 in Official Records Book 2964, Page 1919, all of the Public Records of St. Lucie County, Florida.
23. True-Up Agreement with Respect to the City of Port St. Lucie, Florida Southwest Annexation Special Assessment District No. 1, recorded December 27, 2007 in Official Records Book 2920, Page 2644; Amended and Restated True-Up Agreement, recorded December 13, 2013 in Official Records Book 3587, Page 991, all of the Public Records of St. Lucie County, Florida.
24. Waiver as to Special Assessments, recorded December 27, 2007 in Official Records Book 2920, Page 2681, Public Records of St. Lucie County, Florida.
25. Declaration of Restrictions by Horizons St. Lucie Development, LLC, a Florida limited liability company, recorded January 2, 2008 in Official Records Book 2923, Page 572, Public Records of St. Lucie County, Florida.
26. Park and Recreation Impact Fee Credit Agreement Between Tradition Development Company, LLC, a Florida limited liability company, and Horizons St. Lucie Development, LLC, a Florida limited liability company, and the City of Port St. Lucie, recorded September 29, 2008 in Official Records Book 3018, Page 747, Public Records of St. Lucie County, Florida.
27. Blanket Flowage Easement in favor of the City of Port St. Lucie, recorded June 1, 2009 in Official Records Book 3094, Page 1591, Public Records of St. Lucie County, Florida.
28. Declaration of Restrictions by Horizons St. Lucie Development, LLC, a Florida limited liability company and Horizons Acquisition 5, LLC, a Florida limited liability company, recorded June 18, 2009 in Official Records Book 3101, Page 127, Public Records of St. Lucie County, Florida.
29. Impact Fee Pre-Payment Agreement (Southern Grove DRI), recorded November 6, 2009 in Official Records Book 3143, Page 1301; Notice of Assignment, recorded November 9, 2009 in Official Records Book 3143, Page 2986, and re-recorded on December 4, 2009 in Official Records Book 3150, Page 2025, all of the Public Records of St. Lucie County, Florida.
30. Resolution 11-R06 authorizing an Interlocal Agreement Relating to Irrigation Service within the Developments known as Tradition and Southern Grove, recorded March 16, 2011 in Official Records Book 3276, Page 1487, Public Records of St. Lucie County, Florida.
31. Merged, Amended and Restated Utility Service Agreement by and between The City of Port St. Lucie, PSL Acquisitions, LLC, an Iowa limited liability company, d/b/a PSL Acquisition 1, LLC, in the State of Florida, recorded May 4, 2012 in Official Records Book 3386, Page 1776, Public

- Records of St. Lucie County, Florida.
32. Waiver and Consent to Special Assessments, recorded September 18, 2013 in Official Records Book 3560, Page 2611, Public Records of St. Lucie County, Florida.
 33. Agreement to Dedicate and Complete-Public Infrastructure, recorded December 18, 2014 in Official Records Book 3700, Page 1922, Public Records of St. Lucie County, Florida.
 34. True Up Agreement, recorded December 18, 2014 in Official Records Book 3700, Page 1930, Public Records of St. Lucie County, Florida.
 35. Use Restrictions, recorded December 30, 2015 in Official Records Book 3822, Page 798, Public Records of St. Lucie County, Florida.

EXHIBIT "C"

EXISTING TITLE EXCEPTIONS

ADDITIONAL COVENANTS AND RESTRICTIONS

The Land described on Exhibit "A" to the Special Warranty Deed to which this Exhibit "C" is attached is hereby encumbered and made subject to the covenants and restrictions set forth on this Exhibit "C" ("Additional Covenants and Restrictions") which (a) shall be covenants running with the land and binding upon Grantee and its successors and assigns; and (b) may enforced by, and in the sole discretion of, Grantor and its successors and assigns. By acceptance of said Special Warranty Deed, Grantee accepts and agrees, individually and on behalf of its successors and assigns, to be bound legally by said Additional Covenants and Restrictions. The "Effective Date" of these Additional Covenants and Restrictions is the date the Special Warranty Deed is recorded among the Public Records of St. Lucie County, Florida.

Permitted Use

Grantee shall develop and use the land for up to: (a) 100,000 square feet of retail and/or office space; and/or (b) 100 multi-family residential condominium and/or rental units ("Permitted Use"). Thereafter the Land may be used for such other use or uses as may be permitted under applicable laws and the overall development plan for the Land, provided, however, the floor area of all buildings shall not exceed 100,000 square feet. Buildings on the land may be up to 100 feet in height, subject to governmental and association approvals.

Community Development Districts

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

Assessments and Entitlements

Grantor has allocated and assigned herein, its interests in those entitlements available for the Permitted Use pursuant to the current Development Order for the Southern Grove Development of Regional Impact. All future assessments based on use of the Land (CDDs, SAD, etc.) shall be based on the maximum entitlements assigned in the Special Warranty Deed to the Land, even if the actual uses developed are less than the maximum entitlements assigned to the Land.

Utilization of Impact Fee and Utility Credits

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

Irrigation System

Grantee agrees to enter into a service contract with Tradition Irrigation Company, LLC ("TIC") on substantially similar terms and conditions as other owners in the Tradition development. Grantee acknowledges that it will install assemblies pursuant to TIC specs, including without limitation, a meter assembly for TIC and all onsite irrigation improvements. Grantee agrees that the Land shall be served exclusively by TIC and the end-user owners of the Land, or any portion thereof, shall be required to enter into an Irrigation Service Agreement, in the standard form and content required by TIC, and pay the standard charge for capacity fees and service rates in effect from time to time.

Signage

All signage on the Land must comply with the Master Sign Program for the Tradition development, as revised by Grantor from time-to-time.

No Zoning Changes

The Land shall be restricted to provide that for a period of ten (10) years after the date hereof, neither Grantee nor its successors in interest or assigns shall be permitted to obtain any change to the zoning of the Land without the prior written consent of Grantor, in its sole discretion.

Infrastructure and Improvements

Grantee shall construct, at its expense, all infrastructure (roads, water management facilities, utilities, public facilities) and other improvements required by governmental authorities which are: (i) located within the perimeter boundaries of the Land; and/or (ii) located outside the perimeter boundaries of the Land but required, necessary or appropriate to serve the same, including, but not by way of limitation, and required by the Southern Grove DRI and/or governmental entities.

Communication Facilities

Grantor, or at Grantor's option, the Association shall have the exclusive right to franchise, establish or enter into a contract for providing cable, gas, internet, telephone and other telecommunication services (or any portion of such services) to the Land upon terms and conditions as Grantor (or the Association, as applicable) may deem appropriate, provided that such service is competitive with that otherwise available in the marketplace generally, recognizing that such service may not be the lowest rate charged, but will be competitive with the pricing for similar services in the Treasure Coast area; provided, however, that Grantee shall be entitled to operate a satellite dish(es) and other telecommunication systems such as microwave systems, internal systems, VA, FHA and other governmental systems upon the Land; provided that such satellite dish(es), antennae and other equipment and/or systems are properly screened based upon plans for such satellite dish, antenna and other equipment and/or systems and related screening with respect thereto which are approved in writing by Grantor. Grantee agrees to comply with the terms of any agreement between Grantor (or the Association) and any provider of service and Grantee agrees to execute any documents and grant any easements in connection with such systems or services requested by Grantor or the Association or the provider of any of such service as may be reasonably necessary to install, construct or maintain any of the respective systems. Additionally, Grantee shall fully cooperate with the provider of such services with respect to the installation of any wiring, equipment or other apparatus or device required by said provider to be placed on the Property and the improvements thereon.

Notice, Cure and Enforcement

In the event that Grantee fails to pay any required sum or perform any required obligation on its part to be paid or performed pursuant hereto, then Grantor may provide Grantee with notice thereof ("Notice of Grantee Default"). In the case of a failure to: (a) pay any such sum, Grantee shall pay said sum within ten (10) days from the date of receipt of said Notice of Grantee Default; or (b) perform any such obligation, Grantee shall perform said obligation within thirty (30) days from the date of receipt of said Notice of Grantee Default, provided however, if said obligation is of such a nature that it could not reasonably be performed within thirty (30) days, then Grantee shall: (i) promptly institute necessary cure efforts; and (ii) thereafter diligently and continuously pursue said efforts for a period of up to ninety (90) days after the date of receipt of said Notice of Grantee Default. If Grantee fails to cure any such matter within the applicable time periods set forth above after receipt of the Notice of Grantee Default, then it shall constitute a "Grantee Event of Default" hereunder. So long as a Grantee Event of Default continues, Grantor may as its sole and exclusive remedies (waiving any right to money damages except as otherwise expressly set forth herein) elect to: (i) exercise rights of self-help by paying the sum and/or performing the obligation on Grantee's part to have been paid and/or performed, and recover from Grantee the reasonable out-of-pocket cost thereof as damages; and/or (ii) enforce these Additional Covenants and Restrictions through actions for money damages, specific performance, injunctive relief and such other remedies as may be available at law or in equity. Grantor's remedies hereunder are mutual and non-exclusive.