

**THIS INSTRUMENT PREPARED BY**

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1515 N Flagler Drive, Suite 220  
West Palm Beach, FL 33401

**AFTER RECORDING RETURN TO:**

Fidelity National Title Insurance Company  
2400 Maitland Center Parkway, Suite 200  
Maitland, Florida 32751

**Parcel Identification Numbers:**

Tract 1: 4434-704-0001-000-3  
Tract 4: 4434-704-0005-000-1  
Tract 5: 4434-704-0006-000-8

**SPECIAL WARRANTY DEED**

This **SPECIAL WARRANTY DEED** (this "**Deed**") is made as of the 15<sup>th</sup> day of June, 2022, by **VF II, LLC**, a Florida limited liability company, whose address is 515 North Flagler Drive, Suite 1500, West Palm Beach, Florida 33401 ("**Grantor**"), to **FLORIDA COAST MEDICAL AND SURGICAL CENTER, INC.**, a Florida corporation, whose address is 14201 Dallas Parkway, Dallas, Texas 75254, ("**Grantee**").

*(Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include the parties to this Special Warranty Deed and the successors and assigns of each. The singular shall be deemed to include the plural, and vice versa, where the context so permits.)*

**WITNESSETH:**

**THAT**, for and in consideration of the sum of TEN AND 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, Grantor hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee, its successors and/or assigns forever, all that certain real property situate in St. Lucie County, State of Florida, and legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").

**TOGETHER WITH** all the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

**TO HAVE AND TO HOLD** the same unto Grantee in fee simple forever.

**AND** Grantor hereby covenants with Grantee that (i) the Property is free and clear of all liens and encumbrances except for taxes for the year 2022, and subsequent years, which are not yet due and payable, and those certain matters described in **Exhibit "B"** attached hereto and made

a part hereof, provided, that this reference shall not serve to reimpose the same; (ii) Grantor is lawfully seized of the Property in fee simple; (iii) Grantor has good right and lawful authority to sell and convey the Property; and (iv) Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**VF II, LLC, a Florida limited  
liability company**

By: Huizenga Holdings, Inc., a Florida  
corporation, its Manager

By: [Signature]  
Print Name: CARMEN KRAMER  
By: [Signature]  
Print Name: Joel P. Koepfel

By: [Signature]  
Name: Alex Muxo  
Title: Vice President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization this 14 day of June, 2022, by Alex Muxo, as Vice President of Huizenga  
Holdings, Inc., a Florida corporation, Manager of VF II, LLC, a Florida limited liability company,  
on behalf of the company, who personally appeared before me and is ☒ personally known to  
me or ☐ has produced \_\_\_\_\_ as identification.

[NOTARY SEAL]

[Signature]  
Notary Public Signature  
Joel P. Koepfel  
Typed or Printed Notary Name  
Notary Public-State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: 12-20-22



JOEL P. KOEPFEL  
Commission # GG 281423  
Expires December 20, 2022  
Bonded Thru Budget Notary Services

**EXHIBIT "A" TO SPECIAL WARRANTY DEED**

**LEGAL DESCRIPTION OF THE PROPERTY**

Being all of Tracts 1, 4 and 5, VERANDA PLAT NO. 8, according to the Plat thereof, as recorded in Plat Book 100, Page 11 and 12, of the Public Records of St. Lucie County, Florida.

**EXHIBIT "B" TO SPECIAL WARRANTY DEED****PERMITTED EXCEPTIONS**

1. Taxes for the year 2022 and subsequent years, not yet due and payable.
2. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Veranda Plat No. 8, recorded in Plat Book 100, Pages 11, of the Public Records of St. Lucie County, Florida.
3. Terms, covenants, conditions and restrictions set forth in Paragraphs 2.1 and 2.2 of the Declaration of Covenants and Restrictions by Stuart Property Holdings, Ltd., a Florida limited partnership, St. Lucie Land, Ltd., a Florida limited partnership, and Atlantic Gulf Communities Corporation, a Delaware corporation, recorded May 1, 1996, in Official Records Book 1012, Page 886; as affected by Assignment and Assumption recorded in Official Records Book 1118, Page 1450.
4. Slope Easement granted to St. Lucie County recorded July 23, 1996, in Official Records Book 1026, Page 1575.
5. Terms, covenants, conditions and other matters contained in the Development Agreement among St. Lucie Land, Ltd., Stuart Property Holdings, Ltd. and the City of Port St. Lucie, recorded August 31, 2004, in Official Records Book 2056, Page 810; as affected by the First Amendment To Development Agreement recorded August 18, 2005, in Official Records Book 2337, Page 630; Second Amendment To Development Agreement recorded March 14, 2008, in Official Records Book 2949, Page 1492; Third Amendment to Development Agreement recorded November 25, 2013, in Official Records Book 3581, Page 2791; Assignment of Development Rights, Permits, Contracts and other Intangible Rights, recorded March 18, 2014, in Official Records Book 3613, Page 804; Assignment of Potable Water and Wastewater Line Charge ERC's recorded April 11, 2018, in Official Records Book 4118, Page 1308; and Fourth Amendment to Development Agreement recorded in Official Records Book 4416, Page 2316 and as may be subsequently amended.
6. Terms, covenants, conditions, easements and lien rights contained in the City of Port St. Lucie Utility Systems Department Master Utility Service Agreement recorded January 17, 2007, in Official Records Book 2741, Page 1089; as modified by Amendment No. 1 to Utility Service Agreement recorded December 15, 2009, in Official Records Book 3153, Page 2348; and Amended and Restated Utility Service Agreement recorded July 6, 2012, in Official Records Book 3408, Page 447.
7. Terms, covenants, conditions and other matters contained in the Impact Fee Pre-Payment Agreement by and among St. Lucie Land, Ltd., Stuart Property Holdings, Ltd., VF I, LLC, and the City of Port St. Lucie recorded March 6, 2007, in Official Records Book 2773, Page 657, as affected by Assignment and Assumption of Impact Fee, Prepayment Agreement (Public Buildings), executed by and among Stuart Property Holdings, Ltd., S. Lucie Land, Ltd., VF I, LLC, and Veranda St. Lucie Land Holdings, LLC, recorded March 18, 2014, in Official Records Book 3613, Page 795.

8. Terms, covenants, conditions and other matters contained in the Road Impact Fee Credit Agreement among St. Lucie County, Florida, Stuart Property Holdings, Ltd., VF I, LLC, and St. Lucie Land, Ltd for the Construction of a Portion of Becker Road Lying in the City Port St. Lucie, recorded August 9, 2007, in Official Records Book 2864, Page 66; as affected by Assignment and Assumption of Road Impact Fee Credit Agreements and Assignment of Road Impact Fee Credits, executed by and among Stuart Property Holdings, Ltd., St. Lucie Land, Ltd., and Veranda St. Lucie Land Holdings, LLC, recorded March 18, 2014, in Official Records Book 3613, Page 791.
9. Terms, covenants, conditions and easements contained in the City of Port St. Lucie Utility Systems Department Reuse Irrigation Quality Water Service Agreement/Permit recorded July 8, 2008, in Official Record Book 2992, Page 2129; as affected by Amendment No. 1 recorded November 17, 2009, in Official Record Book 3145, Page 2212; Amendment No. 2 recorded June 17, 2011, in Official Records Book 3301, Page 2201; and Bill of Sale dated October 7, 2009, attached to the Affidavit recorded in Official Records Book 3613, Page 655.
10. Terms, covenants, conditions and other matters, contained in the Corrective Educational Facilities Impact Fee Credit Agreement, among St. Lucie Land, Ltd., Stuart Property Holdings, Ltd., and the School Board of St. Lucie County, Florida, recorded October 23, 2013, in Official Records Book 3572, Page 1370; as affected by Assignment and Assumption of Corrective Educational Facilities Impact Fee Credit Agreement, executed by and among Stuart Property Holdings, Ltd., St. Lucie Land, Ltd., and Veranda St. Lucie Land Holdings, LLC, recorded March 18, 2014, in Official Records Book 3613, Page 800.
11. Agreement Among Developer Entities, by and among St. Lucie Land, Ltd., Stuart Property Holdings, Ltd., Floridian National Golf Club, LLC, VF 1, LLC, Veranda St. Lucie Land Holdings, LLC, and Divosta Homes, L.P., recorded March 18, 2104, in Official Records Book 3613, Page 747.
12. Assignment and Assumption of Intangible Property Rights, executed by and among Stuart Property Holdings, Ltd., St. Lucie Land, Ltd. and Veranda St. Lucie Land Holdings, LLC, recorded March 18, 2014, in Official Records Book 3613, Page 786.
13. Declaration of Restrictive Covenants recorded January 20, 2021 in Official Records Book 4540, Page 1514.
14. Utility Service Agreement recorded February 15, 2021 in Official Records Book 4556, Page 383.
15. Easement granted to Florida Power & Light Company recorded in Official Records Book 462, Page 1815.
16. Non-exclusive Easement granted to BellSouth Telecommunications, Inc. recorded in Official Records Book 2804, Page 2853.

17. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Veranda Plat No. 8, recorded in Plat Book 100, Pages 11 and 12, of the Public Records of St. Lucie County, Florida.
18. Temporary Construction and Access Easement Agreement recorded February 17, 2022 in Official Records Book 4774, Page 2188.