

This instrument prepared by (and after recording
should be returned to):

Riverland Associates IV, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

Tax Parcel ID Nos.: 4319-141-0002-000-9 and a
Portion of Tax Parcel ID Nos. 4319-141-0001-000-2,
4315-323-0001-080-2 and 4318-441-0001-000-0

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and given as of the 15 day of February 2023 by RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, having offices located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantor"), to and in favor of RIVERLAND ASSOCIATES IV, LLLP, a Florida limited liability limited partnership, having offices located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Whenever used herein the terms "Grantor" and "Grantee" include the parties to this instrument, together with their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell, to Grantee, and Grantee's successors and assigns forever, the following property located in St. Lucie County, Florida (the "Property"), to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

THIS CONVEYANCE is subject to: (a) taxes and assessments for the year 2023 and subsequent years not yet due and payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; (c) those certain matters of record listed on Exhibit "B" attached hereto and made a part hereof, but this reference shall not (and is not intended to) operate to reimpose any of same; and (d) matters that would be disclosed by an accurate survey of the Property.

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns in fee simple forever.

GRANTOR hereby warrants the title to the Property and will defend the same against the lawful

NOTICE TO RECORDER: This instrument conveys unencumbered real property to a limited liability limited partnership that is indirectly but wholly owned by the same parent companies that indirectly own, in the same proportion, the limited liability company named herein as the grantor. The parties are accounting for the transaction as a distribution or dividend of the real property from the grantor through one or more intermediate business entities up to their parent companies, followed by a contribution of the real property to the capital of the grantee, and not in exchange for or cancellation of any ownership interests in any such business entities. Pursuant to the case of *Crescent Miami Center, LLC v. Florida Department of Revenue*, 903 So. 2d 913 (Fla. 2005), and Technical Assistance Advisement 06B4-005 (June 2, 2006) issued by the Florida Department of Revenue with respect to said case, this instrument is subject only to minimum Florida documentary stamp tax in the amount of seventy cents, based on the nominal \$10.00 consideration recited herein.

claims of all persons claiming by, through or under Grantor and no others.

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

Signed, Sealed and Delivered
in the Presence of:

GRANTOR:

RIVERLAND/KENNEDY II, LLC, a Florida limited
liability company

By: [Signature]
Name: N. Maria Menendez
Title: Vice President

[Signature]
Witness signature
Clayton Ratliff
Print Name

[Signature]
Witness signature
Kandida Rinker Jolley
Print Name

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

Before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was executed and acknowledged before me by means of [X] physical presence or [] online notarization, this 15 day of February 2023, by N. Maria Menendez, as Vice President of RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, on behalf of such company. She is personally known to me.



[Signature]
Notary Public
Kandida Rinker Jolley
Typed, printed or stamped name of Notary Public

My Commission Expires: 7.13.2023

EXHIBIT "A"**Legal Description of the Property**

BEING A PARCEL OF LAND LYING WITHIN SECTIONS 19 AND 20, TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF RIVERLAND PARCEL C - PLAT THREE, AS RECORDED IN PLAT BOOK 86, PAGE 1, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°28'42" EAST, ALONG WEST LINE OF RIVERLAND BOULEVARD AT RIVERLAND PASEO OVERPASS, AS RECORDED IN PLAT BOOK 96, PAGE 5, SAID PUBLIC RECORDS, ALSO BEING THE WEST LINE OF N/S B RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 3902, PAGE 490, SAID PUBLIC RECORDS, A DISTANCE OF 3513.78 FEET; THENCE, ALONG THE NORTH LINE OF E/W #3 RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 2972, PAGE 802, SAID PUBLIC RECORDS, FOR THE FOLLOWING FIVE (5) DESCRIBED COURSES, SOUTH 44°49'26" WEST, A DISTANCE OF 49.76 FEET; THENCE NORTH 89°52'25" WEST, A DISTANCE OF 4247.16 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2500.00 FEET, A CENTRAL ANGLE OF 11°00'40"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 480.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2500.00 FEET, A CENTRAL ANGLE OF 11°00'40"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 480.45 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°52'35" WEST, A DISTANCE OF 182.32 FEET; THENCE ALONG THE EAST LINE OF N/S A RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3902, PAGE 484, SAID PUBLIC RECORDS FOR THE FOLLOWING THREE (3) COURSES, NORTH 44°49'06" WEST, A DISTANCE OF 49.45 FEET; THENCE NORTH 00°10'54" EAST, A DISTANCE OF 3073.71 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2080.00 FEET, A CENTRAL ANGLE OF 17°49'23"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 647.03 FEET TO THE POINT OF NON-TANGENT INTERSECTION WITH A CURVE, CONCAVE SOUTHERLY, HAVING A RADIAL BEARING OF SOUTH 15°38'09" EAST, A RADIUS OF 1161.40 FEET AND A CENTRAL ANGLE OF 24°25'17"; THENCE ALONG THE SOUTHERLY BOUNDARY OF RIVERLAND PARCEL C - PLAT THREE, AS RECORDED IN PLAT BOOK 86, PAGE 1, RIVERLAND PARCEL C - PLAT FIVE, AS RECORDED IN PLAT BOOK 86, PAGE 33, RIVERLAND PARCEL C - PLAT SIX, AS RECORDED IN PLAT BOOK 87, PAGE 1, RIVERLAND PARCEL C - PLAT SEVEN, AS RECORDED IN PLAT BOOK 87, PAGE 23 AND RIVERLAND PARCEL C - PLAT NINE, AS RECORDED IN PLAT BOOK 89, PAGE 27, ALL OF SAID PUBLIC RECORDS, FOR THE FOLLOWING FIVE (5) DESCRIBED COURSES, EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 495.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7100.00 FEET, A CENTRAL ANGLE OF 16°40'05"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 2065.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5786.21 FEET, A CENTRAL ANGLE OF 18°38'07"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1881.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 4800.00 FEET, A CENTRAL ANGLE OF 11°13'52"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 940.90 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°31'18" EAST, A DISTANCE OF 156.07 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

1. Easements for irrigation, drainage, maintenance, ingress and egress reserved in the Special Warranty Deed from A. Duda & Sons, Inc. recorded in Official Records Book 383, Page 1026, and the terms, provisions of the South Joint Use and Maintenance Agreement referred to therein.
2. Easement granted to Florida Power & Light Company recorded in Official Records Book 746, page 484.
3. Matters set forth in Right of Way Occupancy Permit Number 11275 issued by South Florida Water Management District, Notice of which is recorded in Official Records Book 1296, Page 2799.
4. Matters set forth in Ordinance 04-67 of the City of Port St. Lucie recorded in Official Records Book 2024, Page 1033 and terms and provisions of the Annexation Agreement pertaining thereto among Horizons Acquisition 5, LLC, Horizons Acquisition 2, LLC, St. Lucie Associates II, LLLP, St. Lucie Associates III, LLLP, ACR Properties, LLC and the City of Port St. Lucie recorded in Official Records Book 2137, Page 2419, as modified by unrecorded Amendments dated May 16, 2005 and July 25, 2005 and as further modified by SW Annexation Agreement - 3rd Amendment recorded in Official Records Book 3146, Page 1445.
5. Notice of Adoption of a Development Order for a Development of Regional Impact known as the Riverland/Kennedy Development of Regional Impact recorded in Official Records Book 2732, at Page 2439 and Amended and Restated in Official Records Book 2896, at Page 1570, and further Notice of Adoption Amendment recorded in Official Records Book 3912, Page 1611; Official Records Book 3912, Page 1620 and Official Records Book 3929, Page 2923.
6. Terms, covenants, conditions and other matters contained in the impact Fee Pre-Payment Agreement among Riverland/Kennedy, LLP, Minto TownPark, LLC and the City of Port St. Lucie, recorded in Official Records Book 2773, Page 611, as refiled in Official Records Book 3302, Page 233.
7. Terms, covenants, conditions and other matters contained in the Educational Facilities Impact Fee Credit Agreement between Riverland/Kennedy, LLP and the School Board of St. Lucie County, Florida, recorded in Official Records Book 2841, Page 440.
8. Terms, covenants, conditions and other matters contained in the Settlement Agreement Including Impact Fee Credit Agreement between St. Lucie County, Florida and Riverland/Kennedy, LLP, recorded in Official Records Book 2942, Page 911, as amended by that certain First Amendment to Settlement Agreement Including Impact Fee Credit Agreement recorded in Official Records Book 4382, Page 607.
9. Notice of Environmental Resource or Surface Water Management Permit recorded in Official Records Book 3284, Page 783.
10. Matters set forth in Resolution No. 2013-127 of the St. Lucie County Mosquito Control District recorded in Official Records Book 3541, Page 1239.
11. Utility Infrastructure Agreement recorded September 7, 2018 in Official Records Book 4177, Page 2477, as amended by First Amendment recorded June 17, 2020 in Official Records Book 4433, Page

1695, as further amended by Second Amendment recorded October 9, 2020 in Official Records Book 4488, Page 2404, as further amended by Third Amendment recorded September 24, 2021 in Official Records Book 4691, Page 35, and as further amended by Fourth Amendment recorded December 30, 2021 in Official Records Book 4747, Page 2838.

12. Park and Recreational Facilities Conveyance Agreement (Riverland/Kennedy Development) recorded October 1, 2019 in Official Records Book 4327, Page 1148.
13. Agreement as to Park and Recreational Facilities Impact Fees and Off-Site Drainage for City Park 1 (Riverland/Kennedy Development) recorded October 1, 2019 in Official Records Book 4327, Page 1178.
14. Recorded Notice of Environmental Resource Permit recorded in Official Records Book 4421, Page 1693.

NOTE: All recording references shall refer to the public records of St. Lucie County, Florida, unless otherwise noted.