

## TRUE-UP AGREEMENT FOR ROAD IMPACT FEE CREDITS

**THIS TRUE-UP AGREEMENT FOR ROAD IMPACT FEE CREDITS** (“Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 (“Effective Date”), between the CITY OF PORT ST. LUCIE, a municipal corporation (“City”) and VERANO DEVELOPMENT, LLC., a Florida limited liability company (hereinafter, the “Credit Owner”).

**WHEREAS**, the City and the Credit Owner entered into a Road Impact Fee Credit Agreement dated as of September 5, 2013, as amended, (“City Road Credit Agreement”) attached hereto as **Exhibit “A”**.

**WHEREAS**, on September 13, 2021, the City adopted Ordinance No. 21-75 adding Article II to Chapter 159 (Impact Fees) of the City’s Code of Ordinances which is known as “Port St. Lucie Mobility Fee Ordinance” (the “Original Mobility Ordinance”) which became effective as of October 1, 2021;

**WHEREAS**, by adoption of the Original Mobility Ordinance, the City replaced its transportation concurrency and road impact fee system with a mobility fee system consistent with the requirement of Section 163.3180(5)(i), Florida Statutes;

**WHEREAS**, on September 26, 2022, the City amended the Original Mobility Ordinance by adoption of Ordinance 22-87, as may be amended (the “Amended Mobility Fee Ordinance”) which became effective as of October 1, 2022;

**WHEREAS**, the City has agreed to honor existing City road impact fee credit agreements and allow development activity and, consistent with the requirements of Section 163.3180(5), Florida Statutes, and the Amended Mobility Fee Ordinance, by allowing any existing City road impact fee credits to be used to fully offset the mobility fees due under the Amended Mobility Fee Ordinance based upon the 2013 City road impact fee schedule;

**WHEREAS**, the City Council has provided a timeframe for development entities with City road impact fee credits to enter into a true-up agreement with the City, to establish the amount of outstanding City road impact fee credits that will be credited against and will fully offset the new mobility fees; and

**WHEREAS**, unless otherwise defined herein, all capitalized terms shall be given the meanings ascribed in the Amended Mobility Fee Ordinance.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration between the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereof, the parties agree as follows:

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and, by this reference, are incorporated by reference into this Agreement.

## 2. TRUE-UP PROVISIONS.

- a) The amount of road impact fee credits initially granted to Credit Owner via the City Road Credit Agreement was \$21,804,608.00 (“Initial Credit Balance”).
- b) As of February 28, 2023, and as evidenced by the documentation attached as **Exhibit “B”**, Credit Owner has used \$3,168,746.00 of the Initial Credit Balance.
- c) As of February 28, 2023, and as evidenced by the documentation attached as **Exhibit “B”**, Credit Owner asserts it has an outstanding credit balance of City road impact fee credits in the amount of \$18,635,862.00 (“2023 Credit Balance”).
- d) City has reviewed **Exhibit “B”** and concurs with Credit Owner that the 2023 Credit Balance is true and correct.
- e) The 2023 Credit Balance will be treated as mobility fee credits for purposes of the Amended Mobility Fee Ordinance. The Credit Owner is responsible for seeking to utilize the 2023 Credit Balance at the time of building permit application. If the Credit Owner fails to do so the Credit Owner will be charged at the current mobility fee rate. As required by the Amended Mobility Fee Ordinance, the City shall debit the 2023 Credit Balance established pursuant to the City’s 2013 road impact fee schedule (attached as **Exhibit “C”**) to fully offset the mobility fees otherwise due under the Amended Mobility Fee Ordinance until the 2023 Credit Balance has been fully utilized. When, and if, the 2023 Credit Balance has been fully utilized, the Credit Owner will begin paying for mobility fees pursuant to the Amended Mobility Fee Ordinance.
- f) If an assignee of the Credit Owner attempts to use any part of the 2023 Credit Balance, City will require assignee to provide sufficient evidence that the assignment of the 2023 Credit Balance from Credit Owner to the assignee met all requirements for such assignment pursuant to the underlying City Road Credit Agreement, prior to the City deducting the credits from the 2023 Credit Balance and applying the credit to fully offset and satisfy assignee’s mobility fee payment obligation. Any assigned credits of 2023 Credit Balance will likewise be credited at the 2013 City Road Impact Fee schedule rate and will fully offset mobility fees otherwise due under the Amended Mobility Fee Ordinance, until such time said 2023 Credit Balance has been fully utilized. When, and if, the Credit Owner’s 2023 Credit Balance has been fully utilized, the assignee will begin paying for mobility fees pursuant to the Amended Mobility Fee Ordinance.

## 3. INTERPRETATION; EFFECT ON CITY ROAD CREDIT AGREEMENT.

- a) This Agreement is intended to verify and confirm the outstanding balance of road impact fees credits remaining under the City Road Credit Agreement for the sole purpose of establishing the 2023 Credit Balance for use as mobility fee credits under the Amended Mobility Fee Ordinance. This Agreement is not intended to, and does not, amend or modify the terms and provisions of the City Road Credit Agreement. For example, this Agreement is not intended to determine the applicable mobility fee zones in which the 2023 Credit Balance may be utilized or whether the credits assigned outside of the area described in the City Road Impact Credit Agreement are entitled to vesting at the 2013 road impact fee schedule rate. These types of determinations shall be made separately by the City in accordance with the Amended Mobility Fee Ordinance and applicable Florida law. The City Road Credit Agreement shall remain in full force and effect as originally set forth therein, unless amended by the parties.

#### 4. REFUND REQUESTS

a) Refund Request for Permits Issued Before Execution of Agreement:

- i. By approval of this Agreement, the City agrees to refund to Credit Owner (or assignees meeting the requirements set forth in section 2(f), as applicable) the portion of mobility fees paid to the City above and beyond the amounts reflected in the City's 2013 road impact fee schedule if those parties attempted to utilize a credit and the mobility fee was not offset as set forth in section 2 of this Agreement. All such refund requests must be requested within 365 days of the Effective Date of this Agreement.
- ii. All other bases for refund will be determined as set forth in section 4(b), except that all refund requests must be requested within 365 days of the Effective Date of this Agreement.

b) Refund Requests for Permits Issued After Execution of Agreement: If after the Credit Owner (or an assignee meeting the requirements set forth in section 2(f)), seeks to utilize credit, it is determined, at the City's sole discretion, that the fee has been calculated and paid based on error or misrepresentation, it will be recalculated, and the difference refunded to or requested from the original applicant or any successor in interest. All refunds must be requested within 365 days of the initial payment.

c) Sections 4(a) and 4(b) are not intended to limit or preclude the City from exercising all other rights or remedies in law or equity regarding errors or misrepresentations in conjunction with the payment of mobility fees or use of impact fee credits.

5. **AMENDMENT.** This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

6. **NOTICES.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

District: City of Port St. Lucie  
121 SW Port St. Lucie Boulevard, Building A  
Port St. Lucie, Florida 34984  
Attention: City Manager

With a copy to: City of Port St. Lucie  
121 SW Port St. Lucie Boulevard, Building A  
Port St. Lucie, Florida 34984  
Attention: City Attorney

Credit Owner: Verano Development LLC  
105 NE 1<sup>st</sup> Street  
Delray Beach, Florida 33444  
Attention: John Csapo and Scott Morton

With a copy to: Gunster Law Firm  
777 South Flagler Drive, Suite 500 East  
West Palm Beach, FL 33401  
Attention: Hugh W. Perry, Esq.

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**7. SEVERABILITY.** The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

**8. CONTROLLING LAW.** This Agreement shall be construed under the laws of the State of Florida.

**9. AUTHORITY.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

**10. ASSIGNMENT.** This agreement may not be assigned without the written consent of the City. The City shall not unreasonably withhold its consent to such assignment.

**11. COUNTERPARTS AND EXECUTION.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**12. RECORDING OF AGREEMENT.** A memo referring to this Agreement and reflecting the 2023 Credit Balance shall be recorded in the Public Records of St. Lucie County, Florida at the expense of the Credit Owner within thirty (30) days of execution, and a copy of the recorded document shall be provided to the City via Dana Pirulli, Impact/Mobility Fee Specialist, at [dpirulli@cityofpsl.com](mailto:dpirulli@cityofpsl.com), within ten (10) days after recording. The memo shall be in substantially the same form as the memo attached as **Exhibit "E"**.

**13. NO THIRD-PARTY BENEFICIARY.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party. This Agreement has been entered into for the sole benefit and protection of the City and Credit Owner and is not intended to confer upon any other person or entity any rights or remedies hereunder. This Agreement shall not provide any third-party with any right, remedy, claim, liability, reimbursement, or other cause of action.

**14. REMEDIES; WAIVER OF CONSEQUENTIAL DAMAGES.** In the enforcement of their rights under this Agreement, the Credit Owner agrees that specific performance or writ of mandamus shall be its sole and exclusive remedies in such enforcement of its rights under this Agreement and that it shall not seek or obtain a money judgment, or other right or remedy, including but not limited to any special,

indirect, consequential, incidental, or punitive damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement.

**15. INTERPRETATION; VENUE; JURY WAIVER.** All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for any Party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, ALL PARTIES HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or termination of this Agreement.

**16. EXHIBITS.** The following exhibits are attached to this Agreement and incorporated herein by this reference:

**EXHIBIT “A”** – City Road Credit Agreement

**EXHIBIT “B”** – Schedule of Permits in Verano Issued and Cumulative Development Schedule

**EXHIBIT “C”** – 2013 Road Impact Fee Schedule

**Exhibit “D”** – True Up Memo

**IN WITNESS WHEREOF**, the parties hereto execute this True-Up Agreement and further agree that it shall take effect as of the Effective Date first above written.

WITNESSES

**CITY OF PORT ST. LUCIE,**

a Florida municipal corporation

\_\_\_\_\_

Signature

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

By: \_\_\_\_\_

Shannon M. Martin, Mayor

\_\_\_\_\_

Signature

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

STATE OF FLORIDA            )

COUNTY OF ST. LUCIE        )

The foregoing instrument was acknowledged before me by means of [ X ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Shannon M. Martin as Mayor of the City of Port St. Lucie, and on behalf of the City of Port St. Lucie who is [ X ] personally known to me, or who has [ ] produced the following identification \_\_\_\_\_.

\_\_\_\_\_

Signature of Notary Public

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

Notary Public, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

NOTARY SEAL/STAMP

**VERANO DEVELOPMENT, LLC,**  
a Florida limited liability company

\_\_\_\_\_

Signature

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

By: \_\_\_\_\_

Its:

\_\_\_\_\_

Signature

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

STATE OF FLORIDA            )

COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me by means of [ X ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of the \_\_\_\_\_, and on behalf of VERANO DEVELOPMENT, LLC, who is [ X ] personally known to me, or who has [ ] produced the following identification \_\_\_\_\_.

\_\_\_\_\_

Signature of Notary Public

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

Notary Public, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

NOTARY SEAL/STAMP

**EXHIBIT "A"**

City Road Credit Agreement



ORDINANCE 13-46

AN ORDINANCE APPROVING THE ROAD IMPACT FEE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE FLORIDA AND VERANO DEVELOPMENT, LLC IN CONSIDERATION FOR TRANSPORTATION MITIGATION REQUIRED BY THE DEVELOPMENT ORDER FOR THE VERANO DEVELOPMENT OF REGIONAL IMPACT; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Verano Development LLC filed an application with the City of Port St. Lucie to amend the Verano Development of Regional Impact ("Verano DRI") Development Order approved by City Council on December 15, 2003 via Resolution 03-R96, for property legally described in **Exhibit A**, culminating in the adoption of the amendment on October 22, 2012 ("Verano Amendment" or "Amended Verano Development Order"); and

**WHEREAS**, the Verano Amendment amended the development program, resulting transportation impacts and proportionate share mitigation requirements of the Verano DRI; and

**WHEREAS**, Condition 49.A. of the Amended Verano Development Order, Resolution No. R12-102, approved by City Council on October 22, 2012, provides that the Developer shall be entitled to impact fee credits in the amount of \$21,804,608 ("Impact Fee Credits") based on proportionate share contributions previously provided by the Developer and to be provided by the Developer; and

**WHEREAS**, Condition 49.A. of the Amended Verano Development Order states that the Developer shall be entitled to utilize the Impact Fee Credits immediately and henceforth upon the effective date of the Development Order; and

**THE CITY OF PORT ST. LUCIE, FLORIDA HEREBY ORDAINS:**

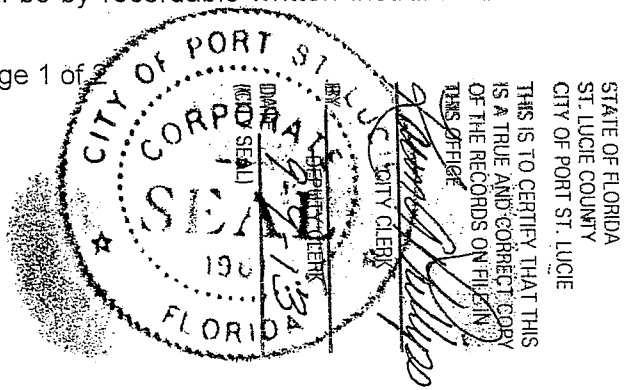
Section 1. The recitals and findings contained in the Preamble to this Ordinance are adopted by reference and incorporated as if set forth in this Section.

Section 2. Pursuant to Condition 49.A., attached hereto as **Exhibit B**, of the Amended Verano Development Order, Verano is entitled to Impact Fee Credits in the amount of \$21,804,608 against City Road Impact Fees, as such fees are set forth in the Port St. Lucie code, as may be amended from time to time. The City and Developer shall amend this Agreement to provide additional impact fee credits, to the extent required by Florida Statutes, in the event that the Developer, pursuant to conditions of the Amended Verano Development Order, conducts future traffic monitoring and provides additional proportionate share mitigation that is not currently identified in Exhibit A to the Amended Verano Development Order.

Section 3. Verano may assign all or part of the Impact Fee Credits to successors in title and interest. Such assignment shall be by recordable written instrument. Before

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT  
SAINT LUCIE COUNTY  
FILE # 3874217 09/10/2013 at 11:53 AM  
OR BOOK 3557 PAGE 552 - 566 Doc Type: ORDN  
RECORDING: \$129.00

Page 1 of 2



ORDINANCE 13-46

the assignment is effective, a copy of the assignment shall be provided by Verano to the City of Port St. Lucie.

Section 4. The Impact Fee Credits established by this Agreement are applicable only to the Verano DRI as legally described in Exhibit A. The Impact Fee Credits are not transferable to any other property owned by Verano in St. Lucie County and shall not be transferable as a credit against other impact fees imposed for purposes other than roads.

Section 5. The Agreement shall be recorded by the City in the public records of St. Lucie County, and shall be binding upon Verano and any successors in interest and title to the properties described in Exhibit B.

Section 6. The Agreement shall be effective until all of the Impact Fee Credits authorized under Section 1 of the Agreement have been consumed through the issuance of building permits or similar development approvals.

Section 7. Verano shall submit a report on an annual basis to the City of Port St. Lucie, summarizing the Impact Fee Credits utilized during the reporting period and cumulatively following the effective date of this Agreement. The report shall indicate the building permit numbers, the dates of issuance of those permits and a description of the permitted activity which relied on the Impact Fee Credits.

Section 8. Severability: If any provision of this Ordinance, or application thereof, is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance, which can be given effect without the invalid provision or application. To this end, any such provision of this Ordinance shall be declared severable.

Section 9. This Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 12<sup>th</sup> day of August, 2013.

CITY COUNCIL  
CITY OF PORT ST. LUCIE

BY:

*JoAnn M. Faiella*  
JoAnn M. Faiella, Mayor

ATTEST:

*Karen A. Phillips*  
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

*Roger G. Orr*  
Roger G. Orr, City Attorney



1 ROAD IMPACT FEE CREDIT AGREEMENT BETWEEN CITY  
2 OF PORT ST. LUCIE, FLORIDA, AND VERANO  
3 DEVELOPMENT, LLC, IN CONSIDERATION FOR  
4 TRANSPORTATION MITIGATION REQUIRED BY THE  
5 DEVELOPMENT ORDER FOR THE VERANO  
6 DEVELOPMENT OF REGIONAL IMPACT  
7

8 **THIS AGREEMENT** is made and entered into as of this 5<sup>th</sup> day of September, 2013, by  
9 and between CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation ("City")  
10 and VERANO DEVELOPMENT, LLC ("Verano" or "Developer").  
11

12 **WITNESSETH**  
13

14 **WHEREAS**, Verano Development LLC filed an application with the City of Port St. Lucie to  
15 amend the Verano Development of Regional Impact ("Verano DRI") Development Order  
16 approved by City Council on December 15, 2003 via Resolution 03-R96, for property legally  
17 described in Exhibit A, culminating in the adoption of the amendment on October 22, 2012  
18 ("Verano Amendment" or "Amended Verano Development Order"); and  
19

20 **WHEREAS**, the Verano Amendment amended the development program, resulting  
21 transportation impacts and proportionate share mitigation requirements of the Verano DRI; and  
22

23 **WHEREAS**, Condition 49.A. of the Amended Verano Development Order, Resolution No. R12-  
24 102, approved by City Council on October 22, 2012, provides that the Developer shall be entitled  
25 to impact fee credits in the amount of \$21,804,608 ("Impact Fee Credits") based on  
26 proportionate share contributions previously provided by the Developer and to be provided by  
27 the Developer; and  
28

29 **WHEREAS**, Condition 49.A. of the Amended Verano Development Order states that the  
30 Developer shall be entitled to utilize the Impact Fee Credits immediately and henceforth upon  
31 the effective date of the Development Order; and  
32

33 **NOW, THEREFORE**, in consideration of the mutual covenants entered into between the parties  
34 hereto, to be made and performed, and in consideration of the benefits to accrue to each of the  
35 parties, it is agreed as follows:  
36  
37  
38

1 Section 1.

**Incorporation by Reference.**

2  
3 The above recites are true and correct and are made a part of this Agreement by  
4 reference.

5  
6 Section 2.

**Impact Fee Credits.**

7  
8 Pursuant to Condition 49.A., attached hereto as **Exhibit B**, of the Amended  
9 Verano Development Order, Verano is entitled to Impact Fee Credits in the  
10 amount of \$21,804,608 against City Road Impact Fees, as such fees are set forth  
11 in the Port St. Lucie code, as may be amended from time to time. The City and  
12 Developer shall amend this Agreement to provide additional impact fee credits, to  
13 the extent required by Florida Statutes, in the event that the Developer, pursuant  
14 to conditions of the Amended Verano Development Order, conducts future traffic  
15 monitoring and provides additional proportionate share mitigation that is not  
16 currently identified in Exhibit A to the Amended Verano Development Order.  
17

18 Section 3.

**Assignment of Impact Fee Credits.**

19  
20 Verano may assign all or part of the Impact Fee Credits to successors in title and  
21 interest. Such assignment shall be by recordable written instrument. Before the  
22 assignment is effective, a copy of the assignment shall be provided by Verano to  
23 the City of Port St. Lucie, at the address set forth below and the original  
24 assignment shall be recorded in the public records of St. Lucie County:

25  
26 City Manager  
27 121 SW Port St. Lucie Blvd.  
28 Port St. Lucie, Florida 34984

29 With copy to:

30 City Attorney  
31 121 SW Port St. Lucie Blvd.  
32 Port St. Lucie, Florida 34984

33  
34 Section 4.

**Limitation of Impact Fee Credits.**

35  
36 The Impact Fee Credits established by this Agreement are applicable only to the  
37 Verano DRI as legally described in **Exhibit A**. The Impact Fee Credits are not  
38 transferable to any other property owned by Verano in St. Lucie County and shall

1 not be transferable as a credit against other impact fees imposed for purposes  
2 other than roads.

3  
4 Section 5. **Recordability of Agreement.**

5  
6 This Agreement shall be recorded by the City in the public records of St. Lucie  
7 County, and shall be binding upon Verano and any successors in interest and title  
8 to the properties described in Exhibit B.

9  
10 Section 6. **Effect and Termination of Agreement.**

11  
12 This Agreement shall be effective until all of the Impact Fee Credits authorized  
13 under Section 1 of this Agreement have been consumed through the issuance of  
14 building permits or similar development approvals.

15  
16 Section 7. **Annual Reporting.**

17  
18 Verano shall submit a report on an annual basis to the City of Port St. Lucie,  
19 summarizing the Impact Fee Credits utilized during the reporting period and  
20 cumulatively following the effective date of this Agreement. The report shall  
21 indicate the building permit numbers, the dates of issuance of those permits and a  
22 description of the permitted activity which relied on the Impact Fee Credits.

23  
24 Section 8. **Miscellaneous.**

- 25  
26 (a) Severability. The invalidity of any provisions hereof shall in no way affect or  
27 invalidate the remainder of this Agreement.
- 28  
29 (b) Counterparts. This Agreement may be executed in one or more counterparts,  
30 each of which shall be deemed an original but all of which together shall  
31 constitute one and the same instrument.
- 32  
33 (c) Amendments. This Agreement sets forth all of the promises, covenants,  
34 conditions and understandings between the City and Verano, and shall not be  
35 modified except pursuant to a written amendment executed by both parties.
- 36  
37 (d) Governing Law. This Agreement shall be construed in accordance with the  
38 laws of the State of Florida, and any proceeding arising between the parties in

1 any matter pertaining to this Agreement shall, to the extent permitted by law,  
2 be held in St. Lucie County, Florida. This Agreement shall be deemed to have  
3 been jointly prepared by both parties, and shall not be interpreted in favor of  
4 either party in any proceeding.

5  
6 Section 9. Effective Date.


7  
8 This agreement shall become effective September 5, 2013.  
9

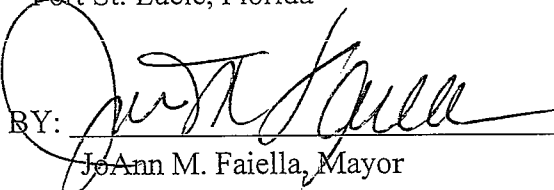
10  
11 **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and  
12 year first above written.

13  
14 Signed, sealed and delivered  
15 in the presence of:


16 City Council  
17 Port St. Lucie, Florida

18 **ATTEST:**

19   
20 \_\_\_\_\_  
21 Karen A. Phillips, City Clerk

22  
23  
24 BY:   
25 \_\_\_\_\_  
26 JoAnn M. Faiella, Mayor

27  
28 APPROVED AS TO FORM AND  
29 CORRECTNESS:

30   
31 \_\_\_\_\_  
32 Pam E. Booker  
33 Senior Assistant City Attorney  
34  
35  
36  
37  
38

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37

BY: VERANO DEVELOPMENT, LLC,  
A FLORIDA LIMITED LIABILITY COMPANY

BY: THE KOLTER GROUP, L.L.C.,  
A FLORIDA LIMITED LIABILITY COMPANY

ITS MANAGER

[Signature]  
BY: William Johnson  
TITLE: Manager

Witness:

[Signature]

Print Name: Scott McHester

[Signature]

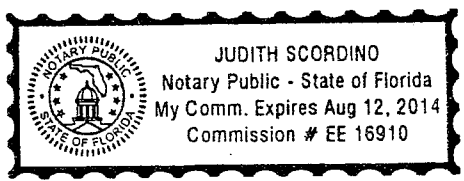
Print Name: JUDITH SCORDINO

STATE OF FLORIDA  
COUNTY OF PALM BEACH


The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of Sept,  
2013, by WILLIAM JOHNSON, as MANAGER of  
THE KOLTER GROUP LLC. He/ she personally appeared before me, is personally known  
to me, or produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida

H:\denise\contracts, agmts, lease agmts, interlocal\impact fee agmts\Verano Impact Fee Agreement - 2013.docx



RESOLUTION 12-R102

|   |  |
|---|--|
|  | <p style="text-align: center;"><b>LEGAL DESCRIPTION</b></p> <p style="text-align: center;"><b>Verano</b><br/><b>a Development of Regional Impact</b></p> |
|---|--|

LEGAL DESCRIPTION

BEING ALL OF PARCELS 1, 2, 3, AND 4, ACCORDING TO VERANO MASTER PLAT, AS RECORDED IN PLAT BOOK 57, PAGES 25-32, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA;

TOGETHER WITH:

A PORTION OF A FLORIDA POWER & LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 348, PAGE 993, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF PARCEL 4 OF VERANO MASTER PLAT, AS RECORDED IN PLAT BOOK 57, PAGES 25-32, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N00°01'15"E A DISTANCE OF 1975.87 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE N00°01'15"E A DISTANCE OF 780.20 FEET; THENCE N00°08'55"W A DISTANCE OF 156.88 FEET; THENCE N44°46'01"E A DISTANCE OF 7,402.60 FEET; THENCE N89°40'25"E A DISTANCE OF 35.38 FEET; THENCE N44°46'02"E A DISTANCE OF 5,435.15 FEET; THENCE S43°08'38"E A DISTANCE OF 660.44 FEET; THENCE S44°46'02"W A DISTANCE OF 4,748.92 FEET; THENCE N89°40'25"E A DISTANCE OF 35.41 FEET; THENCE S44°46'12"W A DISTANCE OF 1,795.70 FEET; THENCE N04°13'00"W A DISTANCE OF 66.11 FEET; THENCE S44°46'01"W A DISTANCE OF 7,027.80 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND LYING IN SECTIONS 28, 29, 33, AND 34, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NO. C-24;



RESOLUTION 12-R102

THENCE N44°45'38"E, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,221.80 FEET TO THE SOUTHERLY LINE OF SABLE CREEK, PHASE II, AS RECORDED IN PLAT BOOK 24, PAGE 1, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S43°34'29"E, ALONG SAID SOUTHERLY LINE OF SAID PLAT AND ALONG THE SOUTHERLY LINE OF SABLE CREEK, PHASE IV, AS RECORDED IN PLAT BOOK 24, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 5,340.48 FEET; THENCE S43°09'01"E, ALONG THE SOUTHERLY LINE OF SAID SABLE CREEK, PHASE IV, A DISTANCE OF 1,026.26 FEET TO THE SOUTHEAST CORNER OF SAID SABLE CREEK, PHASE IV; THENCE N45°11'03"E, ALONG THE EAST LINE OF SAID SABLE CREEK, PHASE IV, A DISTANCE OF 0.99 FEET; THENCE S43°08'40"E A DISTANCE OF 52.97 FEET; THENCE S43°09'00"E A DISTANCE OF 331.07 FEET; THENCE S43°08'32"E A DISTANCE OF 3,671.33 FEET; THENCE S72°43'17"E A DISTANCE OF 217.80 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 1377, PAGE 1222, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N61°51'31"E, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 188.61 FEET; THENCE S43°08'30"E A DISTANCE OF 2,361.96 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1547, PAGE 490, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N89°52'17"E, ALONG SAID NORTH LINE, A DISTANCE OF 1,335.55 FEET; THENCE S43°07'40"W A DISTANCE OF 70.63 FEET; THENCE S46°52'20"E A DISTANCE OF 20.00 FEET; THENCE S43°07'40"W A DISTANCE OF 44.16 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1,240.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 246.08 FEET THROUGH A CENTRAL ANGLE OF 11°22'13"; THENCE S42°11'23"W A DISTANCE OF 107.90 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,264.00 FEET, THE CHORD OF WHICH BEARS S20°45'38"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 272.72 FEET THROUGH A CENTRAL ANGLE OF 12°21'44"; THENCE S14°34'46"W A DISTANCE OF 79.15 FEET; THENCE S53°16'05"W A DISTANCE OF 106.26 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 11,099.69 FEET, THE CHORD OF WHICH BEARS N89°03'35"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 393.86 FEET THROUGH A CENTRAL ANGLE OF 02°01'59"; THENCE S81°39'48"W A DISTANCE OF 561.65 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 11,385.00 FEET, THE CHORD OF WHICH BEARS N88°40'44"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,089.05 FEET THROUGH A CENTRAL ANGLE OF 05°28'51" TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 8,175.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 185.12 FEET, THROUGH A CENTRAL ANGLE OF 01°17'51" TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CANAL C-24; THENCE N43°08'36"W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 12,623.50 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

RESOLUTION 12-R102

COMMENCE AT THE NORTHEAST CORNER OF COMMON AREA "E", AND THE WESTERLY RIGHT-OF-WAY LINE OF COMMERCE CENTER DRIVE (A 120.00 FOOT WIDE RIGHT-OF-WAY) ACCORDING TO THE PLAT OF VERANO P.U.D. NO. 1 BEING A REPLAT OF MONTAGE P.U.D. NO. 1, AS RECORDED IN PLAT BOOK 56, PAGE 11, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N89°52'17"E, ALONG THE NORTH LINE OF SAID PLAT, A DISTANCE OF 159.49 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE CONTINUE N89°52'17"E, ALONG THE NORTH LINE OF SAID PLAT A DISTANCE OF 124.42 FEET TO THE WEST LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2817, PAGE 2062 PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE WEST AND NORTH LINES OF SAID OFFICIAL RECORDS BOOK 2817, PAGE 2062 THE FOLLOWING 10 COURSES AND DISTANCES; THENCE S43°07'40"W A DISTANCE OF 70.63 FEET; THENCE S46°52'20"E A DISTANCE OF 20.00 FEET; THENCE S43°07'40"W A DISTANCE OF 44.16 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1,240.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 246.08 FEET THROUGH A CENTRAL ANGLE OF 11°22'13"; THENCE S42°11'23"W A DISTANCE OF 107.90 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,264.00 FEET, THE CHORD OF WHICH BEARS S20°45'38"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 272.72 FEET THROUGH A CENTRAL ANGLE OF 12°21'43"; THENCE S14°34'46"W A DISTANCE OF 79.13 FEET; THENCE S53°16'05"W A DISTANCE OF 106.26 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 11,099.69 FEET, THE CHORD OF WHICH BEARS N89°03'35"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 393.86 FEET THROUGH A CENTRAL ANGLE OF 02°01'59"; THENCE S81°39'48"W A DISTANCE OF 93.76 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1,639.50 FEET, THE CHORD OF WHICH BEARS N57°02'43"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 391.32 FEET THROUGH A CENTRAL ANGLE OF 13°40'32" TO THE POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 776.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE 103.05 FEET THROUGH A CENTRAL ANGLE OF 07°36'31"; THENCE N42°35'56"E A DISTANCE OF 556.01 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2,060.00 FEET, THE CHORD OF WHICH BEARS N41°05'17"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 107.90 FEET THROUGH A CENTRAL ANGLE OF 03°00'04" TO THE NORTH LINE OF SAID PLAT AND THE POINT OF BEGINNING.

A PARCEL OF LAND LYING IN SECTIONS 26, 34, AND 35, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE PLAT OF PGA COMMERCE

RESOLUTION 12-R102

CENTRE AT THE RESERVE, AS RECORDED IN PLAT BOOK 37, PAGES 6, 6A THRU 6C, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY; THENCE N00°00'04"E AS A BASIS OF BEARINGS ALONG THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID PLAT OF PGA COMMERCE CENTRE AT THE RESERVE, A DISTANCE OF 111.20 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (I-95), AND A POINT OF INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1,295.00 FEET, THE CHORD OF WHICH BEARS S19°21'15"E; THENCE TRAVERSING SAID WESTERLY RIGHT-OF-WAY LINE BY THE FOLLOWING NINE (9) COURSES AND DISTANCES:

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 204.51 FEET THROUGH A CENTRAL ANGLE OF 09°02'54" TO THE POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2,684.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE 640.94 FEET THROUGH A CENTRAL ANGLE OF 13°40'56"; THENCE S01°08'52"E A DISTANCE OF 668.79 FEET; THENCE S00°00'04"W A DISTANCE OF 1,044.89 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5,555.58 FEET, THE CHORD OF WHICH BEARS S12°50'28"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,486.54 FEET THROUGH A CENTRAL ANGLE OF 15°19'51"; THENCE N69°29'03"W A DISTANCE OF 10.41 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1,815.88 FEET, THE CHORD OF WHICH BEARS S24°59'30"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 283.71 FEET THROUGH A CENTRAL ANGLE OF 08°57'06"; THENCE N60°31'57"W A DISTANCE OF 20.00 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1,795.88 FEET, THE CHORD OF WHICH BEARS S30°29'59"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 64.69 FEET THROUGH A CENTRAL ANGLE OF 02°03'51"; THENCE N40°32'39"W A DISTANCE OF 109.89 FEET; THENCE S79°27'49"W A DISTANCE OF 55.39 FEET; THENCE N10°32'10"W A DISTANCE OF 50.00 FEET; THENCE N79°27'49"E A DISTANCE OF 55.51 FEET; THENCE N19°28'17"E A DISTANCE OF 683.65 FEET; THENCE N12°25'51"E A DISTANCE OF 640.99 FEET; THENCE N04°50'19"E A DISTANCE OF 637.01 FEET; THENCE N00°00'04"E A DISTANCE OF 700.32 FEET TO THE SOUTHEAST CORNER OF SAID PLAT OF PGA COMMERCE CENTRE AT THE RESERVE; THENCE CONTINUE N00°00'04"E, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 1,434.22 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND LYING IN SECTIONS 26, 34, AND 35, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RESOLUTION 12-R192

COMMENCE AT THE NORTHEAST CORNER OF THE PLAT OF PGA COMMERCE CENTRE AT THE RESERVE, AS RECORDED IN PLAT BOOK 37, PAGES 6, 6A THRU 6C, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY; THENCE N00°00'04"E AS A BASIS OF BEARINGS ALONG THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID PLAT OF PGA COMMERCE CENTRE AT THE RESERVE, A DISTANCE OF 111.20 FEET, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (I-95), AND A POINT OF INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1,295.00 FEET, THE CHORD OF WHICH BEARS S19°21'15"E; THENCE TRAVERSING SAID WESTERLY RIGHT-OF-WAY LINE BY THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 204.51 FEET THROUGH A CENTRAL ANGLE OF 09°02'54" TO THE POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2,684.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE 640.94 FEET THROUGH A CENTRAL ANGLE OF 13°40'56"; THENCE S01°08'52"E A DISTANCE OF 668.79 FEET; THENCE S00°00'04"W A DISTANCE OF 1,044.89 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5,555.58 FEET, THE CHORD OF WHICH BEARS S14°22'35"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,784.26 FEET THROUGH A CENTRAL ANGLE OF 18°24'05"; THENCE S23°34'37"W A DISTANCE OF 478.17 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE CONTINUE TRAVERSING SAID WESTERLY RIGHT-OF-WAY LINE BY THE FOLLOWING THREE (3) COURSES AND DISTANCES: THENCE CONTINUE S23°34'37"W A DISTANCE OF 921.19 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 7,465.44 FEET, THE CHORD OF WHICH BEARS S27°56'11"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,335.61 FEET THROUGH A CENTRAL ANGLE OF 10°15'02"; THENCE S33°03'42"W A DISTANCE OF 595.42 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT (S.F.W.M.D.) CANAL NO. C-24;

THENCE N43°08'36"W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2,350.77 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 8,175.00 FEET, THE CHORD OF WHICH BEARS S86°35'13"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 185.13 FEET THROUGH A CENTRAL ANGLE OF 01°17'51" TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 11,385.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,089.07 FEET, THROUGH A CENTRAL ANGLE OF 05°28'51"; THENCE N81°30'48"E A DISTANCE OF 467.89 FEET; THENCE CONTINUE EASTERLY ALONG LASTLY SAID LINE, A DISTANCE OF 93.76 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 11,099.69 FEET,

THE CHORD OF WHICH BEARS S89°03'35"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 393.86 FEET THROUGH A CENTRAL ANGLE OF 02°01'59"; THENCE N53°16'05"E A DISTANCE OF 106.26 FEET; THENCE N14°34'46"E A DISTANCE OF 79.15 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,264.00 FEET, THE CHORD OF WHICH BEARS N20°45'39"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 272.72 FEET THROUGH A CENTRAL ANGLE OF 12°21'43"; THENCE N42°11'23"E A DISTANCE OF 107.90 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1,240.00 FEET, THE CHORD OF WHICH BEARS N37°26'53"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 246.08 FEET THROUGH A CENTRAL ANGLE OF 11°22'13"; THENCE N43°07'40"E A DISTANCE OF 44.16 FEET; THENCE N46°52'20"W A DISTANCE OF 20.00 FEET; THENCE N43°07'40"E A DISTANCE OF 70.63 FEET; THENCE N89°52'17"E A DISTANCE OF 215.77 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 1:  
(O.R.B. 2829, PG. 691)

THAT CERTAIN PARCEL LOCATED IN SECTION 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTION 4, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF SOUTH LINE OF SECTION 34, TOWNSHIP 36 SOUTH, RANGE 39 EAST, AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-24 AS SHOWN ON THE RIGHT-OF-WAY MAP FOR CANAL C-24, CHECKED DATED NOVEMBER 25, 1958 AND REVISED FEBRUARY 23, 1959; THENCE NORTH 43°08'38" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 2992.80 FEET; THENCE SOUTH 02°40'10" EAST A DISTANCE OF 4.30 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 112.33 FEET THROUGH AN ANGLE OF 49°30'25"; THENCE SOUTH 46°50'15" WEST A DISTANCE OF 2041.23 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE NORTH 43°58'20" WEST A DISTANCE OF 214.57 FEET; THENCE SOUTH 51°16'22" WEST A DISTANCE OF 950.06 FEET; THENCE SOUTH 45°15'13" WEST A DISTANCE OF 400.02 FEET; THENCE SOUTH 38°44'44" WEST A DISTANCE OF 1227.76 FEET; THENCE SOUTH 27°11'26" EAST A DISTANCE OF 57.24 FEET; THENCE NORTH 74°54'36" EAST A DISTANCE OF 1079.51 FEET; THENCE NORTH 76°11'52" EAST A DISTANCE OF 819.19 FEET; THENCE NORTH 62°44'35" EAST A DISTANCE OF 967.89 FEET; THENCE NORTH 43°58'20" WEST A DISTANCE OF 1125.91 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT PARCEL CONVEYED TO RIVER COUNTRY CITRUS, INC. BY

RESOLUTION 12-R102

WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 658, PAGE 110, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF SOUTH LINE OF SECTION 34, TOWNSHIP 36 SOUTH RANGE 39 EAST AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-24 AS SHOWN ON THE RIGHT-OF-WAY MAP FOR CANAL C-24, CHECKED DATED NOVEMBER 25, 1958 AND REVISED FEBRUARY 23, 1959; THENCE NORTH 43°08'38" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 2992.80 FEET; THENCE SOUTH 02°40'10" EAST A DISTANCE OF 4.30 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 112.33 FEET, THROUGH A CENTRAL ANGLE OF 49°30'25"; THENCE SOUTH 46°50'15" WEST A DISTANCE OF 2041.23 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE NORTH 43°58'20" WEST A DISTANCE OF 214.57 FEET; THENCE SOUTH 51°16'22" WEST A DISTANCE OF 913.19 FEET; THENCE NORTH 68°01'19" EAST A DISTANCE OF 698.53 FEET; THENCE NORTH 66°21'27" EAST A DISTANCE OF 96.04 FEET; THENCE NORTH 60°53'18" EAST A DISTANCE OF 57.02 FEET; THENCE NORTH 52°35'12" EAST A DISTANCE OF 61.17 FEET; THENCE NORTH 49°40'37" EAST A DISTANCE OF 55.84 FEET; THENCE NORTH 43°58'20" WEST A DISTANCE OF 22.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 46.86 ACRES, MORE OR LESS.

CONTAINING ~~2954.2923001~~ 152 TOTAL ACRES, MORE OR LESS.

## Exhibit B

### Condition 49A.

The Developer shall be entitled to receive impact fee credits in the amount of \$21,804,608 (Impact Fee Credit) for transportation improvements, including design, right of way contributions and construction, and proportionate share payments required by this development order ("Creditable Contributions"). Creditable Contributions provided by the Developer through August 1, 2012, exceed a value of \$22,000,000, and total Creditable Contributions required by this Development Order will substantially exceed the Impact Fee Credit. In consideration for limiting the Impact Fee Credit to \$21,804,808 for previous and future Creditable Contributions, the Developer shall be entitled to utilize the Impact Fee Credit immediately and henceforth upon the effective date of this Development Order.

**EXHIBIT "B"**

Schedule of Permits in Verano Issued and Cumulative Development Schedule









| Phase   | Lot Type | Lot # | Close Date | City Road Cost | Builder           |
|---------|----------|-------|------------|----------------|-------------------|
| Phase 1 | CP50.1   | 1.093 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.094 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.095 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.096 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.097 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.098 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.099 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.100 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.101 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.102 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.103 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.104 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.105 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.106 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.107 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.108 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.109 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.110 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.111 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.112 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.113 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.114 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.115 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.116 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.117 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.118 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.119 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.120 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.121 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.122 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.123 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.124 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.125 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.126 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.127 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.128 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.129 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.130 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.131 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.132 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.133 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.134 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.135 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.136 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.137 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.138 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.139 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 5 | CP50.5   | 5.335 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.336 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.339 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.342 | 01/19/2023 | 1,169.00       | NVR               |
| Phase 5 | CP50.5   | 5.345 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.347 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.348 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.349 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.356 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.358 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.359 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.366 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.367 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.370 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.371 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.381 | 01/19/2023 | 1,169.00       | NVR               |
| Phase 5 | CP50.5   | 5.385 | 01/19/2023 | 1,169.00       | NVR               |
| Phase 5 | CP50.5   | 5.401 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 2 | CPAP.2   | KMF   | 01/10/2022 | 292,242.00     | KT PSL Apartments |
| Phase 3 | CPCA.3   | POD3  | 08/30/2021 | 184,702.00     | Stellar           |

819,461.00

| <b>Phase</b> | <b>Lot Type</b> | <b>Lot #</b> | <b>Close Date</b> | <b>City Road Cost</b> | <b>Builder</b> |
|--------------|-----------------|--------------|-------------------|-----------------------|----------------|
|--------------|-----------------|--------------|-------------------|-----------------------|----------------|



| Phase | Plat | Unit | Permit Date | City Road Cost |
|-------|------|------|-------------|----------------|
|       |      |      |             |                |
|       |      |      |             |                |
|       |      |      |             |                |
|       |      |      |             |                |
|       |      |      |             |                |
|       |      |      |             |                |
|       |      |      |             |                |
|       |      |      |             |                |
|       |      |      |             |                |

10,521.00

| <b>Phase</b> | <b>Plat</b> | <b>Unit</b> | <b>Permit Date</b> | <b>City Road Cost</b> |
|--------------|-------------|-------------|--------------------|-----------------------|
|--------------|-------------|-------------|--------------------|-----------------------|

#REF!

#REF!



| Phase   | Lot Type | Lot # | Close Date | City Road Cost | Builder   |
|---------|----------|-------|------------|----------------|-----------|
| Phase 1 | CT52.1   | 1     | 12/17/2020 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 2     | 12/17/2020 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 3     | 05/08/2020 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 4     | 05/08/2020 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 5     | 05/08/2020 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 6     | 05/08/2020 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 7     | 10/18/2019 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 8     | 01/03/2020 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 9     | 10/18/2019 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 10    | 01/03/2020 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 11    | 10/18/2019 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 12    | 11/27/2019 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 13    | 10/18/2019 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 14    | 10/18/2019 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 15    | 01/03/2020 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 16    | 10/18/2019 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 17    | 10/21/2020 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 18    | 10/18/2019 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 19    | 04/15/2020 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 20    | 04/13/2020 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 21    | 04/15/2020 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 22    | 01/03/2020 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 23    | 06/11/2020 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 24    | 06/02/2020 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 25    | 09/13/2021 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 26    | 01/14/2022 | 1,169.00       | Maronda   |
| Phase 4 | CT52.4   | 27    | 04/29/2022 | 1,169.00       | Maronda   |
| Phase 4 | CT52.4   | 28    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 29    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT42.4   | 30    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 31    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 32    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT42.4   | 33    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT42.4   | 34    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT42.4   | 35    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT42.4   | 36    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 37    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 38    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 39    | 05/25/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 40    | 04/25/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 41    | 05/25/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 42    | 05/25/2022 | 1,169.00       | NVR       |

| Phase   | Lot Type | Lot # | Close Date | City Road Cost | Builder   |
|---------|----------|-------|------------|----------------|-----------|
| Phase 4 | CT52.4   | 43    | 05/25/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 44    | 04/29/2022 | 1,169.00       | Maronda   |
| Phase 4 | CT52.4   | 45    | 04/29/2022 | 1,169.00       | Maronda   |
| Phase 4 | CT52.4   | 46    | 01/14/2022 | 1,169.00       | Maronda   |
| Phase 4 | CT52.4   | 47    | 04/29/2022 | 1,169.00       | Maronda   |
| Phase 4 | CT52.4   | 48    | 04/29/2022 | 1,169.00       | Maronda   |
| Phase 4 | CT52.4   | 49    | 04/29/2022 | 1,169.00       | Maronda   |
| Phase 4 | CT52.4   | 50    | 03/21/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 51    | 05/25/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 52    | 08/25/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 53    | 01/25/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 54    | 04/25/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 55    | 04/06/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 56    | 04/06/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 57    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 58    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 59    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 60    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT42.4   | 61    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT42.4   | 62    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT42.4   | 63    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT42.4   | 64    | 03/07/2022 | 1,169.00       | NVR       |
| Phase 4 | CT42.4   | 65    | 02/17/2022 | 1,169.00       | NVR       |
| Phase 4 | CT42.4   | 66    | 02/03/2022 | 1,169.00       | NVR       |
| Phase 4 | CT42.4   | 67    | 02/03/2022 | 1,169.00       | NVR       |
| Phase 4 | CT42.4   | 68    | 02/03/2022 | 1,169.00       | NVR       |
| Phase 4 | CT42.4   | 69    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT42.4   | 70    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT42.4   | 71    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT42.4   | 72    | 01/14/2022 | 1,169.00       | Maronda   |
| Phase 4 | CT42.4   | 73    | 01/14/2022 | 1,169.00       | Maronda   |
| Phase 4 | CT52.4   | 74    | 04/29/2022 | 1,169.00       | Maronda   |
| Phase 4 | CT52.4   | 75    | 01/25/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 76    | 01/25/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 77    | 01/25/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 78    | 05/06/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 79    | 04/06/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 80    | 01/25/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 81    | 04/25/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 82    | 04/29/2022 | 1,169.00       | NVR       |
| Phase 4 | CT42.4   | 83    | 03/07/2022 | 1,169.00       | NVR       |
| Phase 4 | CT42.4   | 84    | 03/07/2022 | 1,169.00       | NVR       |

| Phase   | Lot Type | Lot # | Close Date | City Road Cost | Builder   |
|---------|----------|-------|------------|----------------|-----------|
| Phase 4 | CT42.4   | 85    | 03/21/2022 | 1,169.00       | NVR       |
| Phase 4 | CT42.4   | 86    | 01/25/2022 | 1,169.00       | NVR       |
| Phase 4 | CT42.4   | 87    | 01/14/2022 | 1,169.00       | Maronda   |
| Phase 4 | CT42.4   | 88    | 01/14/2022 | 1,169.00       | Maronda   |
| Phase 4 | CT42.4   | 89    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT42.4   | 90    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT42.4   | 91    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT42.4   | 92    | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT42.4   | 93    | 01/14/2022 | 1,169.00       | Maronda   |
| Phase 4 | CT42.4   | 94    | 01/14/2022 | 1,169.00       | Maronda   |
| Phase 2 | CT52.2   | 95    | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 96    | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 97    | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 98    | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 99    | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 100   | 10/29/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 101   | 10/29/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 102   | 10/29/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 103   | 10/29/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 104   | 10/29/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 105   | 10/29/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 106   | 10/29/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 107   | 10/29/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 108   | 09/04/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 109   | 09/23/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 110   | 09/23/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 111   | 09/23/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 112   | 09/23/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 113   | 09/23/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 114   | 09/23/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 115   | 09/23/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 116   | 09/23/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 117   | 12/21/2020 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 118   | 11/24/2020 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 119   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 120   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 121   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 122   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 123   | 05/06/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 124   | 04/29/2022 | 1,169.00       | Maronda   |
| Phase 4 | CT52.4   | 125   | 04/29/2022 | 1,169.00       | Maronda   |
| Phase 4 | CT52.4   | 126   | 01/25/2022 | 1,169.00       | NVR       |

| Phase   | Lot Type | Lot # | Close Date | City Road Cost | Builder   |
|---------|----------|-------|------------|----------------|-----------|
| Phase 4 | CT52.4   | 127   | 01/25/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 128   | 04/06/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 129   | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 130   | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 131   | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 132   | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 133   | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 134   | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 135   | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 136   | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 137   | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 138   | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT42.4   | 139   | 01/14/2022 | 1,169.00       | Maronda   |
| Phase 4 | CT42.4   | 140   | 01/14/2022 | 1,169.00       | Maronda   |
| Phase 1 | CT52.1   | 141   | 01/03/2020 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 142   | 11/27/2019 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 143   | 09/04/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 144   | 05/29/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 145   | 05/29/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 146   | 05/29/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 147   | 05/29/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 148   | 06/26/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 149   | 09/04/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 150   | 06/26/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 151   | 06/26/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 152   | 07/30/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 153   | 02/16/2021 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 154   | 01/14/2021 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 155   | 12/10/2020 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 156   | 12/10/2020 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 157   | 10/01/2020 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 158   | 11/17/2020 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 159   | 07/14/2020 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 160   | 09/23/2020 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 161   | 10/21/2020 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 162   | 10/07/2020 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 163   | 08/17/2020 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 164   | 09/11/2020 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 165   | 08/17/2020 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 166   | 06/26/2020 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 167   | 10/07/2020 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 168   | 10/01/2020 | 1,169.00       | NVR       |

| Phase   | Lot Type | Lot # | Close Date | City Road Cost | Builder   |
|---------|----------|-------|------------|----------------|-----------|
| Phase 2 | CT52.2   | 169   | 07/30/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 170   | 07/30/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 171   | 07/30/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 172   | 09/04/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 173   | 07/30/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 174   | 09/04/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 175   | 09/04/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 176   | 06/26/2020 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 177   | 09/16/2020 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 178   | 08/05/2020 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 179   | 06/11/2020 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 180   | 07/17/2020 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 181   | 08/10/2020 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 182   | 06/11/2020 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 183   | 08/25/2020 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 184   | 10/18/2019 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 185   | 02/04/2020 | 1,169.00       | NVR       |
| Phase 1 | CT52.1   | 186   | 11/27/2019 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 187   | 01/03/2020 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 188   | 11/27/2019 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 189   | 07/30/2020 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 190   | 12/17/2020 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 191   | 12/17/2020 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 192   | 04/30/2019 | 1,169.00       | DR Horton |
| Phase 1 | CT52.1   | 193   | 04/30/2019 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 194   | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 4 | CT52.4   | 195   | 12/30/2021 | 1,169.00       | DR Horton |
| Phase 1 | CT42.1   | 196   | 12/20/2019 | 1,169.00       | Maronda   |
| Phase 1 | CT42.1   | 197   | 04/29/2022 | 1,169.00       | Maronda   |
| Phase 1 | CT42.1   | 198   | 04/17/2019 | 1,169.00       | NVR       |
| Phase 1 | CT42.1   | 199   | 04/17/2019 | 1,169.00       | NVR       |
| Phase 1 | CT42.1   | 200   | 09/13/2021 | 1,169.00       | NVR       |
| Phase 1 | CT42.1   | 201   | 09/13/2021 | 1,169.00       | NVR       |
| Phase 1 | CT42.1   | 202   | 06/05/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 203   | 07/30/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 204   | 07/30/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 205   | 07/30/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 206   | 07/30/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 207   | 07/30/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 208   | 07/30/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 209   | 07/30/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 210   | 07/30/2020 | 1,169.00       | DR Horton |

| Phase   | Lot Type | Lot # | Close Date | City Road Cost | Builder   |
|---------|----------|-------|------------|----------------|-----------|
| Phase 2 | CT42.2   | 211   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT52.3   | 212   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT52.3   | 213   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT52.3   | 214   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT52.3   | 215   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT52.3   | 216   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT42.3   | 217   | 05/20/2021 | 1,169.00       | NVR       |
| Phase 3 | CT42.3   | 218   | 09/01/2021 | 1,169.00       | NVR       |
| Phase 3 | CT42.3   | 219   | 05/20/2021 | 1,169.00       | NVR       |
| Phase 3 | CT52.3   | 220   | 09/13/2021 | 1,169.00       | NVR       |
| Phase 3 | CT52.3   | 221   | 09/13/2021 | 1,169.00       | NVR       |
| Phase 3 | CT52.3   | 224   | 06/01/2021 | 1,169.00       | NVR       |
| Phase 3 | CT52.3   | 225   | 06/01/2021 | 1,169.00       | NVR       |
| Phase 3 | CT52.3   | 226   | 06/23/2021 | 1,169.00       | NVR       |
| Phase 3 | CT52.3   | 227   | 09/09/2021 | 1,169.00       | NVR       |
| Phase 3 | CT52.3   | 228   | 06/23/2021 | 1,169.00       | NVR       |
| Phase 3 | CT52.3   | 229   | 09/09/2021 | 1,169.00       | NVR       |
| Phase 3 | CT52.3   | 230   | 03/25/2021 | 1,169.00       | NVR       |
| Phase 3 | CT52.3   | 231   | 06/16/2021 | 1,169.00       | NVR       |
| Phase 3 | CT52.3   | 232   | 03/25/2021 | 1,169.00       | NVR       |
| Phase 1 | CT42.1   | 233   | 12/20/2019 | 1,169.00       | Maronda   |
| Phase 1 | CT42.1   | 234   | 12/20/2019 | 1,169.00       | Maronda   |
| Phase 1 | CT42.1   | 235   | 10/18/2019 | 1,169.00       | Maronda   |
| Phase 1 | CT42.1   | 236   | 10/18/2019 | 1,169.00       | Maronda   |
| Phase 1 | CT42.1   | 237   | 12/20/2019 | 1,169.00       | Maronda   |
| Phase 1 | CT42.1   | 238   | 12/20/2019 | 1,169.00       | Maronda   |
| Phase 1 | CT42.1   | 239   | 12/20/2019 | 1,169.00       | Maronda   |
| Phase 1 | CT42.1   | 240   | 12/20/2019 | 1,169.00       | Maronda   |
| Phase 1 | CT42.1   | 241   | 12/20/2019 | 1,169.00       | Maronda   |
| Phase 1 | CT42.1   | 242   | 12/20/2019 | 1,169.00       | Maronda   |
| Phase 1 | CT42.1   | 243   | 12/20/2019 | 1,169.00       | Maronda   |
| Phase 1 | CT42.1   | 244   | 03/02/2020 | 1,169.00       | NVR       |
| Phase 1 | CT42.1   | 245   | 02/11/2020 | 1,169.00       | NVR       |
| Phase 1 | CT42.1   | 246   | 10/18/2019 | 1,169.00       | NVR       |
| Phase 1 | CT42.1   | 247   | 10/18/2019 | 1,169.00       | NVR       |
| Phase 1 | CT42.1   | 248   | 04/13/2020 | 1,169.00       | NVR       |
| Phase 1 | CT42.1   | 249   | 01/16/2020 | 1,169.00       | NVR       |
| Phase 1 | CT42.1   | 250   | 01/16/2020 | 1,169.00       | NVR       |
| Phase 1 | CT42.1   | 251   | 10/18/2019 | 1,169.00       | NVR       |
| Phase 1 | CT42.1   | 252   | 01/16/2020 | 1,169.00       | NVR       |
| Phase 1 | CT42.1   | 253   | 01/03/2020 | 1,169.00       | NVR       |
| Phase 1 | CT42.1   | 254   | 02/11/2020 | 1,169.00       | NVR       |

| <b>Phase</b> | <b>Lot Type</b> | <b>Lot #</b> | <b>Close Date</b> | <b>City Road Cost</b> | <b>Builder</b> |
|--------------|-----------------|--------------|-------------------|-----------------------|----------------|
| Phase 1      | CT42.1          | 255          | 10/18/2019        | 1,169.00              | DR Horton      |
| Phase 1      | CT42.1          | 256          | 10/18/2019        | 1,169.00              | DR Horton      |
| Phase 1      | CT42.1          | 257          | 01/03/2020        | 1,169.00              | DR Horton      |
| Phase 1      | CT42.1          | 258          | 01/03/2020        | 1,169.00              | DR Horton      |
| Phase 1      | CT42.1          | 259          | 01/03/2020        | 1,169.00              | DR Horton      |
| Phase 1      | CT42.1          | 260          | 01/03/2020        | 1,169.00              | DR Horton      |
| Phase 1      | CT42.1          | 261          | 02/04/2020        | 1,169.00              | DR Horton      |
| Phase 1      | CT42.1          | 262          | 10/18/2019        | 1,169.00              | Maronda        |
| Phase 1      | CT42.1          | 263          | 12/20/2019        | 1,169.00              | Maronda        |
| Phase 1      | CT42.1          | 264          | 12/20/2019        | 1,169.00              | Maronda        |
| Phase 1      | CT42.1          | 265          | 12/20/2019        | 1,169.00              | Maronda        |
| Phase 1      | CT42.1          | 266          | 10/18/2019        | 1,169.00              | Maronda        |
| Phase 1      | CT42.1          | 267          | 12/20/2019        | 1,169.00              | Maronda        |
| Phase 3      | CT52.3          | 268          | 03/25/2021        | 1,169.00              | NVR            |
| Phase 3      | CT52.3          | 269          | 06/23/2021        | 1,169.00              | NVR            |
| Phase 3      | CT52.3          | 270          | 03/25/2021        | 1,169.00              | NVR            |
| Phase 3      | CT52.3          | 271          | 06/16/2021        | 1,169.00              | NVR            |
| Phase 3      | CT52.3          | 272          | 03/25/2021        | 1,169.00              | NVR            |
| Phase 3      | CT52.3          | 273          | 06/23/2021        | 1,169.00              | NVR            |
| Phase 3      | CT52.3          | 274          | 06/23/2021        | 1,169.00              | NVR            |
| Phase 3      | CT52.3          | 275          | 09/09/2021        | 1,169.00              | NVR            |
| Phase 3      | CT52.3          | 276          | 09/01/2021        | 1,169.00              | NVR            |
| Phase 3      | CT52.3          | 277          | 09/13/2021        | 1,169.00              | NVR            |
| Phase 3      | CT52.3          | 278          | 03/25/2021        | 1,169.00              | NVR            |
| Phase 3      | CT42.3          | 279          | 03/25/2021        | 1,169.00              | NVR            |
| Phase 3      | CT42.3          | 280          | 03/25/2021        | 1,169.00              | NVR            |
| Phase 3      | CT42.3          | 281          | 07/12/2021        | 1,169.00              | NVR            |
| Phase 3      | CT42.3          | 282          | 06/16/2021        | 1,169.00              | NVR            |
| Phase 3      | CT42.3          | 283          | 07/01/2021        | 1,169.00              | NVR            |
| Phase 3      | CT42.3          | 284          | 03/25/2021        | 1,169.00              | NVR            |
| Phase 3      | CT42.3          | 285          | 06/10/2021        | 1,169.00              | NVR            |
| Phase 1      | CT42.1          | 286          | 10/18/2019        | 1,169.00              | NVR            |
| Phase 1      | CT42.1          | 287          | 01/03/2020        | 1,169.00              | NVR            |
| Phase 1      | CT42.1          | 288          | 01/16/2020        | 1,169.00              | NVR            |
| Phase 1      | CT42.1          | 289          | 10/18/2019        | 1,169.00              | DR Horton      |
| Phase 1      | CT42.1          | 290          | 10/18/2019        | 1,169.00              | DR Horton      |
| Phase 2      | CT42.2          | 291          | 10/13/2020        | 1,169.00              | NVR            |
| Phase 3      | CT42.3          | 291          | 07/01/2021        | 1,169.00              | NVR            |
| Phase 2      | CT42.2          | 292          | 01/14/2021        | 1,169.00              | NVR            |
| Phase 2      | CT42.2          | 294          | 10/27/2020        | 1,169.00              | NVR            |
| Phase 2      | CT42.2          | 295          | 08/25/2020        | 1,169.00              | NVR            |
| Phase 2      | CT42.2          | 296          | 07/22/2020        | 1,169.00              | NVR            |

| Phase   | Lot Type | Lot # | Close Date | City Road Cost | Builder   |
|---------|----------|-------|------------|----------------|-----------|
| Phase 2 | CT42.2   | 297   | 08/05/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 298   | 07/14/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 299   | 10/27/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 300   | 08/17/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 301   | 03/01/2021 | 1,169.00       | NVR       |
| Phase 3 | CT52.3   | 302   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT52.3   | 303   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT52.3   | 304   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT52.3   | 305   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT52.3   | 306   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT52.3   | 307   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT42.3   | 308   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT42.3   | 309   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT42.3   | 310   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT42.3   | 311   | 04/01/2021 | 1,169.00       | Maronda   |
| Phase 3 | CT42.3   | 312   | 07/02/2021 | 1,169.00       | Maronda   |
| Phase 3 | CT42.3   | 313   | 07/02/2021 | 1,169.00       | Maronda   |
| Phase 2 | CT42.2   | 314   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 315   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 316   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 317   | 09/23/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 318   | 09/23/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 319   | 09/23/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 320   | 09/23/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 321   | 09/23/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 322   | 09/23/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 323   | 09/23/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 324   | 09/23/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 325   | 09/23/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 326   | 11/03/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 327   | 01/08/2021 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 328   | 11/19/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 329   | 11/17/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 330   | 12/30/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 331   | 10/13/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 332   | 03/26/2021 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 333   | 12/02/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 334   | 01/08/2021 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 335   | 07/17/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 336   | 09/11/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 337   | 09/11/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 338   | 08/25/2020 | 1,169.00       | NVR       |



| Phase   | Lot Type | Lot # | Close Date | City Road Cost | Builder   |
|---------|----------|-------|------------|----------------|-----------|
| Phase 2 | CT42.2   | 339   | 07/17/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 340   | 12/30/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 341   | 03/04/2021 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 342   | 12/30/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 343   | 01/14/2021 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 344   | 01/08/2021 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 345   | 12/30/2020 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 346   | 06/01/2021 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 347   | 10/29/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 348   | 10/29/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 349   | 10/29/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 350   | 10/29/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 351   | 10/29/2020 | 1,169.00       | DR Horton |
| Phase 2 | CT42.2   | 352   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 353   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 354   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 355   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 356   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 357   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 358   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 359   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 360   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 361   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 362   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 363   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 364   | 02/10/2021 | 1,169.00       | DR Horton |
| Phase 2 | CT52.2   | 365   | 03/25/2021 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 366   | 06/23/2021 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 367   | 02/03/2021 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 368   | 02/16/2021 | 1,169.00       | NVR       |
| Phase 2 | CT52.2   | 369   | 02/10/2021 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 370   | 11/13/2020 | 1,169.00       | Maronda   |
| Phase 2 | CT42.2   | 371   | 01/29/2021 | 1,169.00       | Maronda   |
| Phase 2 | CT42.2   | 372   | 01/29/2021 | 1,169.00       | Maronda   |
| Phase 2 | CT42.2   | 373   | 01/29/2021 | 1,169.00       | Maronda   |
| Phase 2 | CT42.2   | 374   | 06/26/2020 | 1,169.00       | Maronda   |
| Phase 2 | CT42.2   | 375   | 06/26/2020 | 1,169.00       | Maronda   |
| Phase 2 | CT42.2   | 376   | 06/26/2020 | 1,169.00       | Maronda   |
| Phase 2 | CT42.2   | 377   | 11/13/2020 | 1,169.00       | Maronda   |
| Phase 2 | CT42.2   | 378   | 11/13/2020 | 1,169.00       | Maronda   |
| Phase 2 | CT42.2   | 379   | 11/20/2020 | 1,169.00       | Maronda   |
| Phase 4 | CT52.4   | 380   | 01/25/2022 | 1,169.00       | NVR       |

| Phase   | Lot Type | Lot # | Close Date | City Road Cost | Builder   |
|---------|----------|-------|------------|----------------|-----------|
| Phase 4 | CT52.4   | 381   | 03/21/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 382   | 01/25/2022 | 1,169.00       | NVR       |
| Phase 4 | CT52.4   | 383   | 01/25/2022 | 1,169.00       | NVR       |
|         | CT42.4   | 384   | 06/13/2022 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 385   | 09/18/2020 | 1,169.00       | Maronda   |
| Phase 2 | CT42.2   | 386   | 11/20/2020 | 1,169.00       | Maronda   |
| Phase 2 | CT42.2   | 387   | 11/13/2020 | 1,169.00       | Maronda   |
| Phase 2 | CT42.2   | 388   | 09/18/2020 | 1,169.00       | Maronda   |
| Phase 2 | CT42.2   | 389   | 09/18/2020 | 1,169.00       | Maronda   |
| Phase 2 | CT42.2   | 390   | 09/18/2020 | 1,169.00       | Maronda   |
| Phase 2 | CT42.2   | 391   | 09/18/2020 | 1,169.00       | Maronda   |
|         |          | 391   | 10/17/2022 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 392   | 09/18/2020 | 1,169.00       | Maronda   |
|         |          | 392   | 10/17/2022 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 393   | 06/26/2020 | 1,169.00       | Maronda   |
|         |          | 393   | 10/17/2022 | 1,169.00       | NVR       |
| Phase 2 | CT42.2   | 394   | 06/26/2020 | 1,169.00       | Maronda   |
| Phase 2 | CT42.2   | 395   | 06/26/2020 | 1,169.00       | Maronda   |
| Phase 3 | CT42.3   | 396   | 05/21/2021 | 1,169.00       | Maronda   |
| Phase 3 | CT42.3   | 397   | 04/01/2021 | 1,169.00       | Maronda   |
| Phase 3 | CT42.3   | 398   | 09/10/2021 | 1,169.00       | Maronda   |
| Phase 3 | CT42.3   | 399   | 07/02/2021 | 1,169.00       | Maronda   |
| Phase 3 | CT42.3   | 400   | 04/01/2021 | 1,169.00       | Maronda   |
| Phase 3 | CT42.3   | 401   | 07/02/2021 | 1,169.00       | Maronda   |
| Phase 3 | CT42.3   | 402   | 09/10/2021 | 1,169.00       | Maronda   |
| Phase 3 | CT42.3   | 403   | 09/10/2021 | 1,169.00       | Maronda   |
| Phase 3 | CT42.3   | 404   | 05/21/2021 | 1,169.00       | Maronda   |
| Phase 3 | CT42.3   | 405   | 05/21/2021 | 1,169.00       | Maronda   |
| Phase 3 | CT42.3   | 406   | 09/10/2021 | 1,169.00       | Maronda   |
|         |          | 406   | 10/17/2022 | 1,169.00       | NVR       |
| Phase 3 | CT42.3   | 407   | 07/02/2021 | 1,169.00       | Maronda   |
|         |          | 407   | 10/17/2022 | 1,169.00       | NVR       |
| Phase 3 | CT42.3   | 408   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT42.3   | 409   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT42.3   | 410   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT42.3   | 411   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT42.3   | 412   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT42.3   | 413   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT42.3   | 414   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT42.3   | 415   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT42.3   | 416   | 04/01/2021 | 1,169.00       | DR Horton |
| Phase 3 | CT42.3   | 417   | 04/01/2021 | 1,169.00       | DR Horton |

| <b>Phase</b> | <b>Lot Type</b> | <b>Lot #</b> | <b>Close Date</b> | <b>City Road Cost</b> | <b>Builder</b> |
|--------------|-----------------|--------------|-------------------|-----------------------|----------------|
| Phase 3      | CT42.3          | 418          | 04/01/2021        | 1,169.00              | DR Horton      |
| Phase 3      | CT42.3          | 419          | 04/01/2021        | 1,169.00              | DR Horton      |
| Phase 3      | CT42.3          | 420          | 05/12/2021        | 1,169.00              | NVR            |
| Phase 3      | CT42.3          | 421          | 06/16/2021        | 1,169.00              | NVR            |
| Phase 3      | CT42.3          | 422          | 07/12/2021        | 1,169.00              | NVR            |
| Phase 3      | CT42.3          | 423          | 07/12/2021        | 1,169.00              | NVR            |
| Phase 3      | CT42.3          | 424          | 07/21/2021        | 1,169.00              | NVR            |
| Phase 3      | CT42.3          | 425          | 07/21/2021        | 1,169.00              | NVR            |
| Phase 3      | CT42.3          | 426          | 07/21/2021        | 1,169.00              | NVR            |
| Phase 3      | CT42.3          | 427          | 08/11/2021        | 1,169.00              | NVR            |
| Phase 3      | CT42.3          | 428          | 04/28/2021        | 1,169.00              | NVR            |
| Phase 3      | CT42.3          | 429          | 03/25/2021        | 1,169.00              | NVR            |
|              |                 | 433          | 10/17/2022        | 1,169.00              | NVR            |
|              |                 | 434          | 10/17/2022        | 1,169.00              | NVR            |
|              |                 | 435          | 10/17/2022        | 1,169.00              | NVR            |

508,515.00







| Phase   | Lot Type | Lot # | Close Date | City Road Cost | Builder           |
|---------|----------|-------|------------|----------------|-------------------|
| Phase 1 | CP50.1   | 1.093 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.094 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.095 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.096 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.097 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.098 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.099 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.100 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.101 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.102 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.103 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.104 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.105 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.106 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.107 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.108 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.109 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.110 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.111 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.112 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.113 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.114 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.115 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.116 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.117 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.118 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.119 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.120 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.121 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.122 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.123 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.124 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.125 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.126 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.127 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.128 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.129 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.130 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.131 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.132 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.133 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.134 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.135 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.136 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.137 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.138 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 1 | CP50.1   | 1.139 | 09/17/2021 | 1,169.00       | Taylor Morrison   |
| Phase 5 | CP50.5   | 5.335 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.336 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.339 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.342 | 01/19/2023 | 1,169.00       | NVR               |
| Phase 5 | CP50.5   | 5.345 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.347 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.348 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.349 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.356 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.358 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.359 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.366 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.367 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.370 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.371 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 5 | CP50.5   | 5.381 | 01/19/2023 | 1,169.00       | NVR               |
| Phase 5 | CP50.5   | 5.385 | 01/19/2023 | 1,169.00       | NVR               |
| Phase 5 | CP50.5   | 5.401 | 11/18/2022 | 1,169.00       | Maronda           |
| Phase 2 | CPAP.2   | KMF   | 01/10/2022 | 292,242.00     | KT PSL Apartments |
| Phase 3 | CPCA.3   | POD3  | 08/30/2021 | 184,702.00     | Stellar           |

819,461.00

| <b>Phase</b> | <b>Lot Type</b> | <b>Lot #</b> | <b>Close Date</b> | <b>City Road Cost</b> | <b>Builder</b> |
|--------------|-----------------|--------------|-------------------|-----------------------|----------------|
|--------------|-----------------|--------------|-------------------|-----------------------|----------------|



**EXHIBIT "C"**

2013 Road Impact Fee Schedule

# City of Port St. Lucie Road Impact Fee Schedule

**TABLE 159.108.4**

For any development with a City road impact fee credit established per an agreement between the Applicant and the City, the following road impact fee schedule shall be utilized to assess development activity, and draw down the road impact fee credit amount.

| Use                    | Unit of Measure | Amount   | Equivalent use                                |
|------------------------|-----------------|----------|---|
| Single Residential     | Per Dwelling    | \$1,169  | Single-Family, Active Adult, Mobile Residence |
| 2+ Units per Structure | Per Dwelling    | \$919    | Multi-Family                                  |
| Commercial             | Per Sq. Ft.     | \$1.945  | Retail: Local, Multi-Tenant, Free-Standing,   |
| Research & Dev Center  | Per Sq. Ft.     | \$0.619  | Office  |
| Office                 | Per Sq. Ft.     | \$0.842  | Office, Free-Standing Medical Office          |
| Nursing Home           | Per Sq. Ft.     | \$0.580  | Long Term Care                                |
| Hospital               | Per Sq. Ft.     | \$1.009  | Office, Free-Standing Medical Office          |
| Day Care               | Per Sq. Ft.     | \$0.640  | Private Education                             |
| University/College     | Per Sq. Ft.     | \$0.520  | Office  |
| Secondary School       | Per Sq. Ft.     | \$0.708  | Private Education                             |
| Elementary School      | Per Sq. Ft.     | \$0.777  | Private Education                             |
| Lodging                | Per Room        | \$429.00 | Overnight Lodging                             |
| Assisted Living        | Per Sq. Ft.     | \$0.406  | Long Term Care                                |

**Exhibit "D"**

True Up Memo

This instrument was prepared by  
City Attorney's Office  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

(Space above this line reserved for recording office use only)

**TRUE-UP AGREEMENT MEMO**  
(City Road Credits)

This True-Up Agreement Memo ("Memo") is being filed of record by the City of Port St. Lucie, a Florida a municipal corporation ("City"), with the consent of Verano Development, LLC, a Florida limited liability company ("Credit Owner").

**KNOWN ALL MEN BY THESE PRESENTS:**

**WHEREAS**, Credit Owner entered into an agreement with the City, which provided Credit Owner with certain City Road Impact Fee Credits ("Road Credits"), dated as of September 5, 2013; and

**WHEREAS**, the City and Credit Owner entered into a True-Up Agreement for Road Impact Fee Credits dated as of June \_\_, 2023 ("True-Up Agreement"); and

**WHEREAS**, the True-Up Agreement memorializes the amount of remaining Credit Balance of Road Credits held by Credit Owner as of February 28, 2023 ("Credit Balance"); and

**WHEREAS**, the Credit Balance will be applied to mobility fees charged by the City, subject to the terms of the True-Up Agreement; and

**WHEREAS**, the intent of this Memo is to provide notice of the True-Up Agreement and the Credit Balance to interested parties; and

**WHEREAS**, the True-Up Agreement is on file with the Clerk of the City of Port St. Lucie and available for inspection upon request.

**NOW, THEREFORE**, for and in consideration of the sum of \$10.00, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City of Port St. Lucie hereby covenants and agrees 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. Credit Owner has a Credit Balance of \$18,635.862.00 as of February 28, 2023, which can be applied to mobility fees charged by the City pursuant to Article II of Chapter 159 of the City's Code of Ordinances, subject to the terms of the True-Up Agreement.

WITNESSES

**CITY OF PORT ST. LUCIE,**  
a Florida municipal corporation

\_\_\_\_\_  
Signature  
Print Name:\_\_\_\_\_

By: \_\_\_\_\_  
Shannon M. Martin, Mayor

\_\_\_\_\_  
Signature  
Print Name:\_\_\_\_\_

STATE OF FLORIDA            )  
COUNTY OF ST. LUCIE        )

The foregoing instrument was acknowledged before me by means of [ X ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of June, 2023, by Shannon M. Martin as Mayor of the City of Port St. Lucie, and on behalf of the City of Port St. Lucie who is [ X ] personally known to me, or who has [ ] produced the following identification \_\_\_\_\_.

NOTARY SEAL/STAMP

\_\_\_\_\_  
Signature of Notary Public  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission expires \_\_\_\_\_

A.W. B  
Signature

Print Name: HUBB W. PERRY

Christy & Peter  
Signature

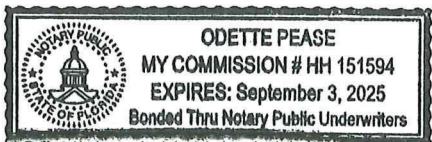
Print Name: CHRISTY & PETER

VERANO DEVELOPMENT, LLC,  
a Florida limited liability company

By: [Signature]  
John Csapo, Authorized Signatory

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me by means of [ X ] physical presence or [ ] online notarization, this 21<sup>st</sup> day of June, 2023, by John Csapo as the Authorized Signatory for, and on behalf of, VERANO DEVELOPMENT, LLC, who is [ X ] personally known to me, or who has [ ] produced the following identification \_\_\_\_\_.



NOTARY SEAL/STAMP

Odette Pease

Signature of Notary Public

Print Name: Odette Pease  
Notary Public, State of FLORIDA  
My Commission expires 9/3/2025