

Prepared by and Return To:

Condon Tobin Sladek Thornton Nerenberg PLLC
8080 Park Lane, Suite 700
Dallas, TX 75231
Attn: Alex Prescott

Parcel ID No.: 4408-511-0001-000-0

NOTE TO RECORDER: Documentary Stamp Taxes in the amount of \$15,715.00 are being paid on consideration of \$2,245,000.00 in connection with this Deed as required pursuant to Section 201.02, FS.

SPECIAL WARRANTY DEED

STATE OF FLORIDA §
 §
COUNTY OF ST. LUCIE §

KNOW ALL MEN BY THESE PRESENTS:

THAT, **TXRE PORT ST. LUCIE, LLC**, a Florida limited liability company, having an address at 240 E 8th Street, Holland Michigan 49423 (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged and paid to Grantor by **SL PSL BLVD, LP**, a Texas limited liability company, having an address at 5950 Berkshire Lane, Suite 700, Dallas, Texas 75225 (herein referred to as "Grantee"), has GRANTED, SOLD AND CONVEYED and by these presents does **GRANT, SELL AND CONVEY** unto that certain real property located in St. Lucie County, Florida, being more particularly described by metes and bounds on **Exhibit "A"** attached hereto and fully made a part hereof by reference for all purposes (the "Land"), together with (i) any land lying in or under the bed of any highway, avenue, street, road, alley, sidewalk, or right-of-way, open or proposed, in, on, across, above, over, abutting or adjacent to Land; (ii) all rights, titles and interest in and to any strips, gaps or gores of real estate abutting or adjoining the Land; (iii) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and hereditaments appurtenant to the Land; (iv) all riparian and other water rights, titles and interests; and (v) all rights, titles, interests, powers, privileges, interests, licenses, easements and rights-of-way appurtenant or incident to any of the foregoing (such collectively as the "Property"), subject, however, to the exceptions to title set forth on **Exhibit "B"** attached hereto and fully made a part hereof for all purposes (the "Permitted Exceptions").

TO HAVE AND TO HOLD the above described Property, subject to the Permitted Exceptions, together with any and all the rights and appurtenances thereto in anywise belonging to Grantor, unto the said Grantee, its legal representatives, successors and assigns FOREVER, and Grantor does hereby bind itself and its legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED and **DELIVERED** to be **EFFECTIVE** as of the 30th day of May, 2024.

Signed sealed and delivered in the presence of:

GRANTOR:

WITNESSES:

By:

Print Name:

By:

Print Name:

TXRE PORT ST. LUCIE, LLC,
a Florida limited liability company

By:

Name:

Title:

STATE OF MICHIGAN

COUNTY OF Ottawa

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Michigan, on this day personally appeared Dan Dykgraaf, Manager of **TXRE PORT ST. LUCIE, LLC**, a Florida limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a duly authorized officer of such corporation, and as the act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of May, 2024.

HALEY TANIS
Notary Public, State of Michigan
County of Allegan
My Commission Expires June 1, 2029
Acting in the County of Ottawa

Notary Public, State of Michigan

My Commission Expires: June 1, 2029

Haley Tanis
(Typed/Printed Name of Notary)

Exhibit "A"

Legal Description of the Land

All that certain lot or parcel of land situate in the County of St. Lucie, State of Florida, and being more particularly described as follows:

TRACT "B" OF 299 S.W. PORT ST. LUCIE BLVD., ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGE 23, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

Together with the appurtenant easement set forth in the Water and Sewer Line Easement dated May 9, 1990 and recorded on June 6, 1990 in Book 694, Page 424; as amended by that Amendment to Water and Sewer Line Easement Cross Easement Agreement and Stormwater Drainage Easement, dated December 20, 1990 and recorded in Deed Book 726, Page 2498, in the Official Records of St. Lucie County, Florida.

Together with the appurtenant easement set forth in that certain Cross Easement Agreement dated May 9, 1990 and recorded in Book 694, Page 430; as amended by that Amendment to Water and Sewer Line Easement Cross Easement Agreement and Stormwater Drainage Easement, dated December 20, 1990 and recorded in Deed Book 726, Page 2498, in the Official Records of St. Lucie County, Florida.

Together with the appurtenant easement set forth in that certain Stormwater Drainage Easement May 9, 1990 and recorded in Book 694, Page 436; as amended by that Amendment to Water and Sewer Line Easement Cross Easement Agreement and Stormwater Drainage Easement, dated December 20, 1990 and recorded in Deed Book 726, Page 2498, in the Official Records of St. Lucie County, Florida.

Exhibit "B"

Permitted Exceptions

1. Taxes and assessments for the year 2024 and subsequent years, not yet due and payable.
2. All matters appearing on Plats recorded in Plat Book 25, Page 41 and Plat Book 67 Page 23, St. Lucie, Florida Records.
3. Easement between Town Star Food Stores, LLP, a Colorado limited liability partnership and Chevron U.S.A., Inc., recorded on October 25, 1999 in Book 1258, Page 0204, aforesaid records.
4. Amended and Restated Utility Service Agreement between City of Port St. Lucie, a Florida Municipal Corporation and CH 299 PSL, a Florida limited liability company, recorded on July 8, 2021 in Book 4644, Page 2590, aforesaid records.
5. Easement in favor of Florida Power & Light Company recorded in Book 465, Page 1299, as amended in Book 608, Page 205, aforesaid records.
6. Agreement between St. Lucie County, Florida and Port S. Lucie Associates on Impact Fee Credit for Bayshore Plaza, dated March 20, 1990 and recorded in Book 685, Page 1374, aforesaid records.
7. Water and Sewer Line Easement between Port St. Lucie Associates, a Florida Joint Venture and Chevron U.S.A., Inc., dated May 9, 1990 and recorded on June 6, 1990 in Book 694, Page 424; as amended by that Amendment to Water and Sewer Line Easement Cross Easement Agreement and Stormwater Drainage Easement, dated December 20, 1990 and recorded in Deed Book 726, Page 2498, aforesaid records.
8. Cross Easement Agreement between Port St. Lucie Associates, a Florida Joint Venture and Chevron U.S.A., dated May 9, 1990 and recorded in Book 694, Page 430; as amended by that Amendment to Water and Sewer Line Easement Cross Easement Agreement and Stormwater Drainage Easement, dated December 20, 1990 and recorded in Deed Book 726, Page 2498, aforesaid records.
9. Stormwater Drainage Easement between Port St. Lucie Associates, a Florida Joint Venture and Chevron U.S.A., dated May 9, 1990 and recorded in Book 694, Page 436; as amended by that Amendment to Water and Sewer Line Easement Cross Easement Agreement and Stormwater Drainage Easement, dated December 20, 1990 and recorded in Deed Book 726, Page 2498, aforesaid records.