

PIN: 3420-713-0001-000/5
Jennie Clayton
Return To: First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
404-558-7768
File No. FL252102177JC
Prepared By: Shannon S. Vukmir, Esquire
Sitko Bruno, LLC
2740 Smallman Street, Suite 300
Pittsburgh, PA 15222

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY-DEED, executed this 26 day of May, 2021, by:

PNC BANK, NATIONAL ASSOCIATION, a national banking association, successor by merger to Harbor Federal Savings Bank, having an address c/o PNC Realty Services at The Tower at PNC Plaza, 300 Fifth Avenue, 22nd Floor, Pittsburgh, PA 15222, hereinafter called "**Grantor**", to:

PSL (DARWIN) LLC, a Georgia limited liability company, having an address at 4200 Northside Parkway, NW, Building Two, Suite 200, Atlanta, GA 30327, hereinafter called "**Grantee**".

WHEREVER used herein, the terms Grantor and Grantee shall include singular and plural, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

WITNESSETH, that Grantor, for and in consideration of the sum of Seven Hundred Twenty-Five Thousand and 00/100 Dollars (\$725,000.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, and sells unto Grantee, and Grantee's successors and assigns forever, all that certain parcel of land in the County of St. Lucie, State of Florida, to wit (the "**Property**"):

Lot A of Plat of Darwin Square according to the map or plat thereof recorded and filed in Plat Book 34, Pages 30 and 30A public records of St. Lucie County, Florida.

Tax Parcel No.: 3420-713-0001-000/5

BEING the same property which Warmack Florida Enterprises, Ltd., by Special Warranty Deed dated December 8, 1997 and recorded on December 11, 1997, with the Public Records of St. Lucie County, Florida, at Official Records Book 1114, Page 2761, granted and conveyed unto Harbor Federal Savings Bank. The said Harbor Federal Savings Bank merged into PNC Bank, National Association, a national banking association, Grantor herein.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining.

UNDER AND SUBJECT, WITHOUT LIMITATION, TO:

- (a) Real property taxes and assessments not yet due and payable;
- (b) Matters that would be disclosed by an accurate survey;
- (c) Easements, rights-of-way, restrictions, leases, conditions, covenants, restrictions, agreements and all other matters of public record; and
- (d) All laws, regulations and restrictions, including, without limitation, building and zoning ordinances, of municipal or other governmental authorities applicable to and enforceable against the Property.

AND FURTHER SUBJECT TO the following restrictions:

- (a) From and after the date of this Deed and continuing thereafter for a period of five (5) years (the "**Restriction Period**"), neither the Property, nor any part thereof, shall be used for the purpose of conducting or in connection with the business of a commercial bank, savings bank, savings and loan association, credit union or mortgage bank, or other financial services organization, including, without limitation the installation and operation of one or more automated teller machine (each, an "ATM", collectively, the "ATMs") and/or night deposit boxes or safety deposit boxes; provided, however that Grantor, its successors and assigns, shall not be subject to such restriction. In addition to the foregoing restriction, at all times during the Restriction Period, the Property shall not be used for any marijuana-related uses, including, without limitation, a medical marijuana dispensary.
- (b) The foregoing restriction shall be a covenant running with the land, and shall automatically terminate without necessity of action by either Grantor or Grantee upon the expiration of the Restriction Period.
- (c) Grantee acknowledges and agrees that damages arising from or out of Grantee's violation of this restriction would be difficult, if not impossible to ascertain and that Grantor shall have the right to enforce said restriction through injunctive relief or any other right or remedy available at law or in equity; and in such event Grantor shall be entitled to reimbursement from Grantee, or its successors or assigns, of all costs and expenses incurred in enforcing this restriction, including, but not limited to, attorneys' fees and expenses.

TO HAVE AND TO HOLD, the same in fee simple forever.

GRANTEE BY ACCEPTANCE OF THIS DEED SPECIFICALLY ACKNOWLEDGES, THAT NEITHER GRANTOR NOR ANYONE ON BEHALF OF GRANTOR MAKES ANY WARRANTIES OR COVENANTS (EXCEPT THOSE ASSOCIATED WITH TITLE), INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PROPERTY, AND IT IS EXPRESSLY UNDERSTOOD THAT THE PROPERTY IS BEING CONVEYED IN AN "AS IS" AND "WITH ALL FAULTS" CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE AFFIRMS THAT THERE ARE NO

**REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY,
EXCEPT THOSE ASSOCIATED WITH TITLE.**

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby specially warrants the title to the Property, and Grantor will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its proper officer thereunto duly authorized, this 20th day of May, 2021.

WITNESSES:

PNC BANK, NATIONAL ASSOCIATION,
a national banking association

Print Name: Kathleen A. Taylor

By: Kathleen A. Taylor
Kathleen A. Taylor, Vice President

Print Name: PAUL TAYLOR

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

SS:

On this the 20th day of May, 2021, before me the undersigned Notary Public, personally appeared the above named Kathleen A. Taylor, known to me to be a Vice President of PNC BANK, NATIONAL ASSOCIATION, a national banking association, who acknowledged that she did sign said instrument for and on behalf of PNC BANK, NATIONAL ASSOCIATION, being thereunto duly authorized by said PNC BANK, NATIONAL ASSOCIATION; that the same is her free act and deed and the free act and deed of said national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above set forth.

Notary Public

My Commission Expires: November 22, 2023

Commonwealth of Pennsylvania - Notary Seal
Jenny L. Fessler, Notary Public
Allegheny County
My commission expires November 22, 2023
Commission number 1049451
Member, Pennsylvania Association of Notaries