

This instrument was prepared by:
Tyson Waters, Esq.
Fox McCluskey Bush Robison, PLLC
2300 SE Monterey Road, Suite 201
Stuart, Florida 34996
File No. MA303-0001

**PARK AND RECREATIONAL FACILITIES
CONVEYANCE AGREEMENT
(Southern Grove Development)**

This PARK AND RECREATIONAL FACILITIES CONVEYANCE AGREEMENT ("Agreement") is made and entered into effective as of the _____ day of _____, 2025, by and between MATTAMY PALM BEACH, LLC, a Delaware limited liability company ("Developer"), and the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation ("City") (collectively Developer and City sometimes individually referred to as a "Party" and collectively as the "Parties").

WITNESSETH

WHEREAS, Developer is the owner of certain real property located within that mixed-use development located in St. Lucie County, Florida, which is known as the "Southern Grove Development of Regional Impact," a development of regional impact under the provisions of Section 380.06, Florida Statutes;

WHEREAS, the current geographic boundaries of the Southern Grove Development of Regional Impact consists of the land described in Resolution No. 22-R44, as amended from time to time, (as more fully referenced and described below) ("Southern Grove Property");

WHEREAS, that certain Annexation Agreement dated July 19, 2004, adopted and thereafter amended on May 16, 2005, by that certain First Amendment to Annexation Agreement, further amended on July 25, 2005, by that certain Second Amendment to Annexation Agreement, further amended on November 16, 2009, by that certain Third Amendment to Annexation Agreement, further amended on November 16, 2009, by that certain Fourth Amendment to Annexation Agreement, further amended on or about December 28, 2009, by that certain Fifth Amendment to Annexation Agreement, and further amended on or about April 2, 2010, by that certain Sixth Amendment to Annexation Agreement (collectively, as amended and/or modified from time to time, the "Annexation Agreement"), contains provisions relating to the development of the Southern Grove Property;

WHEREAS, the Annexation Agreement requires that the developer of the Southern Grove Property in the future shall convey to the City certain park and recreational sites within the Southern Grove Property;

WHEREAS, pursuant to provisions of Chapter 380, Florida Statutes, the City duly

adopted on September 9, 2024, that certain Resolution No. 24-R55 and Resolution No. 21-R136, which is the amended Development Order for the Southern Grove Development of Regional Impact (as amended and/or modified from time to time, the “Southern Grove DO”);

WHEREAS, paragraph 67 of Exhibit “1”, attached to the Southern Grove DO provides for the conveyance of certain neighborhood and community recreational sites and facilities to the City;

WHEREAS, pursuant to the Annexation Agreement and Southern Grove DO, Developer is required to convey to the City future park sites;

WHEREAS, to comply with the terms of the Annexation Agreement and the Southern Grove DO Developer has conveyed, shall convey or cause to be conveyed in the future to the City a minimum of eighty (80) acres of net usable area within the Southern Grove Property for use by City residents as parks and recreational facilities, which sites are depicted generally on Exhibit “A”, attached hereto and made a part hereof, as SG Park 1, SG Park 2, SG Park 3, and SG Park 4 (collectively the “Park Sites”);

WHEREAS, Developer and the City desire to confirm their respective rights and obligations with regard to the conveyance of parks and recreational facilities incidental to residential development within the Southern Grove Property; and

WHEREAS, Developer and the City further intend that this be a comprehensive Agreement that consolidates, restates and satisfies any terms, conditions and/or requirements of Developer and the City under the Annexation Agreement and the Southern Grove DO, for the Southern Grove Property, as currently adopted, relating to the conveyance of park and recreational facilities to the City.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Incorporation by Reference. The above recitals are true and correct and are made a part of this Agreement by reference.

Section 2. Schedule for Conveyance of Park Sites. Developer has conveyed or agrees to convey or cause the conveyance of the Park Sites to the City in accordance with the following schedule:

(a) SG Park 1. The Parties acknowledge and agree that Developer has conveyed to the City SG Park 1 and all conveyance requirements for and relating to SG Park 1 have been satisfied.

(b) SG Park 2. The Parties acknowledge and agree that Developer has conveyed to the City SG Park 2 and all conveyance requirements for and relating to SG Park 2 have been satisfied.

(c) SG Park 3. Subject to the qualification set forth below, Developer shall convey or cause the conveyance of SG Park 3 in accordance with the terms and conditions of this Agreement no later than December 31, 2027. The Parties acknowledge and agree that the total SG Park 3 site to be conveyed is approximately thirty-six (36) acres, more or less, provided, however approximately six (6) acres within the SG Park 3 site is encumbered by a Florida Power & Light easement. The conveyance deadline set forth above shall be sooner, in the event the conveyance of SG Park 3 has not yet occurred pursuant to this paragraph at Site Plan Approval and the City allows Developer to facilitate the development of SG Park 3. In such instance, the Developer shall convey SG Park 3 to the City prior to Site Plan approval.

(d) SG Park 4. Subject to the qualification set forth below, Developer shall convey or cause the conveyance of SG Park 4 in accordance with the terms and conditions of this Agreement no later than sixty (60) days of Developer conveying to the School Board of St. Lucie County the adjacent school site, or by December 31, 2027, whichever occurs sooner. The conveyance deadlines set forth above shall be sooner, in the event the conveyance of SG Conveyance Park 4 has not yet occurred pursuant to this paragraph at Site Plan Approval and the City allows Developer to facilitate the development of SG Park 4. In such instance, Developer shall convey SG Park 4 to the City prior to Site Plan approval.

Developer shall provide City with a minimum of sixty (60) days' notice prior to conveyance of a Park Site pursuant to the terms and conditions of this Agreement. Notwithstanding the foregoing or anything else to the contrary, Developer may in the exercise of its sole discretion elect to convey or cause the conveyance of any and/or all of the Park Sites at any time, even though sooner than the times required above, by providing the City with at least ninety (90) days prior written notice of Developer's election to make such conveyance. The foregoing 60- or 90-day notice periods shall be referred to herein as the "Pre-Conveyance Notice Period". Additionally, the City reserves the right to reject the conveyance of a Park Site if the City determines that the Park Site does not meet the requirements set forth in Section 3 of this Agreement during the applicable Pre-Conveyance Notice Period.

Section 3. Requirements for Park Sites. Each Park Site conveyed or caused to be conveyed by Developer to the City shall comply with all of the following requirements:

(a) Size. Each Park Site will be at least ten (10) acres of Net Usable Acres as confirmed by a survey. "Net Usable Acres" shall mean the acreage of the particular land to be conveyed shall be net of and not include any wetlands on such land, any environmental contaminants on such land in violation of applicable law, any road rights-of-way or off-site drainage facilities, any easements, or any protected species, any of which would adversely affect the use of such land for its intended purpose. The aggregate size of all Park Sites together shall be no less than eighty (80) Net Usable Acres.

(b) Characteristics of Land. The soils, topographic, and vegetative

conditions on each Park Site shall not prevent or unreasonably impair the construction of public parks of standard design in the City of Port St. Lucie, as shall be reasonably determined by the City during the Pre-Conveyance Notice Period, provided however that Developer shall not be required to fill or grade same. There shall not be any title encumbrances, development orders, resolutions, declarations of covenants or other restrictions encumbering the Park Site which would prohibit the Park Site from being entitled or used for public park and recreational purposes.

(c) Public Road Frontage. Each Park Site shall be located with frontage on a publicly dedicated road right-of-way in accordance with the applicable requirements of the City of Port St. Lucie. Each publicly dedicated road right-of-way shall be adequate for use of the site as a public park and recreational facility.

(d) Inspection of Park Sites. Developer agrees to allow the City access to each Park Site for making inspections and investigation of each Park Site to ensure compliance with the provisions of this Agreement prior to conveyance of each Park Site to the City.

Section 4. Alternative Park Sites. Developer and City further agree that, notwithstanding the foregoing or the proposed locations of the Park Sites set forth on Exhibit "A" attached hereto, at any time prior to the conveyance of a Park Site Developer shall have the right to propose to the City an alternate location within the Southern Grove Property for any such park, provided that any such alternate location must meet all of the criteria contained in this Agreement applicable to the originally identified park site and the City approves the alternate location. In the event Developer proposes an alternate location for a Park Site, the City shall conceptually approve or deny in writing such alternate location within one hundred twenty (120) days after the proposal is made by Developer in writing to the Director of Planning and Zoning. The City hereby covenants and agrees that its conceptual approval of any alternate location shall not be unreasonably withheld, conditioned or delayed. However, Developer agrees and understands that any conceptual approval will not relieve the Developer of obtaining any required development orders or permits or amendments to relevant development orders or permits and that this Agreement does not bind the City Council's actions on said development orders, permits or amendments thereto. However, during the foregoing one hundred twenty (120) day period, the City is entitled to inspect the alternate park site to determine if such alternate park site meets the requirements set forth in Section 3 of this Agreement. If any of the criteria set forth in Subsections 3(a) through 3(c) above cannot be met, as to any of the Park Sites, Developer shall convey an alternative site in an area within the Southern Grove Property mutually acceptable to the parties and meeting all of the criteria contained in this Agreement applicable to the originally identified park site.

Section 5. Compliance with Architectural Standards. With respect to any recreational facilities to be constructed on a Park Site or any alternative site conveyed or caused to be conveyed by Developer, the City shall provide an exterior finish, color, landscaping, roof, design and appearance compatible and consistent with those applicable to the surrounding subdivisions.

Section 6. Conveyance of Park Sites. Each Park Site conveyed or caused to be conveyed by Developer to the City shall be conveyed in accordance with the following requirements:

(a) Special Warranty Deed. Each Park Site shall be conveyed at no cost to the City in fee simple title, by special warranty deed (the “Deed”), in substantially the same form as the form attached hereto and made a part hereof as Exhibit “B”, free and clear of all liens and encumbrances that would prevent, interfere with or limit the use of the Park Site by the public for park and recreational purposes, and shall be calculated as Net Usable Acres.

(b) Title, Survey and Closing Costs. At the time of providing the pre-conveyance notice of a Park Site to the City, Developer, at its sole cost and expense, shall provide to the City: (i) a title insurance commitment by a Florida licensed title insurer showing ownership and any matters appearing in the Public Records of St. Lucie County, Florida, encumbering the Park Site; (ii) a title opinion confirming there is nothing impacting title that would prohibit, interfere with or limit the usability of the Park Site by the public for park and recreation purposes; (iii) a survey certified to the City and Developer; and (iv) all soil studies for the site, the Army Corps permits and other documentation in Developer’s possession or custody relating to the characteristics of the land being conveyed as a Park Site. Additionally, Developer shall pay all traditional closing costs, including recording fees, documentary stamps, taxes or assessments outstanding on the Park Sites at the time of the conveyance as well as for the owner’s title insurance policy for the Park Site.

(c) Disclosure of Interested Parties. Not less than ten (10) days prior to the closing date of conveyance of each Park Site to the City, Developer shall provide to the City an affidavit and certificate of beneficial interest, in such form and content as the City may reasonably require (but no disclosure shall be required as to any entity which is a public company whose shares are registered on a national stock exchange), as necessary to comply with all disclosure provisions of Section 286.23, Florida Statutes, or shall demonstrate exemption from such disclosure. By executing this Agreement, Developer acknowledges receipt of written notice of the requirement to make such disclosure.

Section 7. Post Conveyance Obligations.

(a) Infrastructure for Utilities. The City shall be responsible for, and shall pay the cost of, any and all plant capacity charges, service availability charges, main line extension charges, AFPI charges, reserve operating charges, deposit fees, meter installation fees, all water and sewer line construction costs and all other fees, costs and charges of all types whatsoever for all utilities and other services to and within the Park Sites. Developer shall have no responsibility for providing utilities to the Park Site.

(b) Construction of Drainage Facilities. City acknowledges and agrees that it shall construct drainage facilities on the Park Sites in accordance with any and all permits affecting or relating to the Park Sites (“Permit”), as same may be amended from time-to-time. Developer shall modify the Permit and City shall obtain its own permits to perform under the Permit on the Park Sites conveyed to City. City will not be listed as a co-permittee on the Permit. The

foregoing notwithstanding, upon the mutual agreement of Developer and City, Developer may provide off-site drainage and storm-water retention on other land owned or controlled by Developer, in lieu of the City constructing on-site drainage or stormwater retention facilities on a Park Site. In the event that Developer provides such off-site drainage and stormwater retention, then the amount of acreage of the Park Site that would have been required for drainage and stormwater retention and that has instead been made available for park and recreational purposes by Developer providing such off-site facilities, shall be added to the total acreage of the Park Site, and the total shall be counted toward the total aggregate Net Usable Acres of Park Sites required to be conveyed to the City pursuant to Section 3(a) above. For example, if a 10 acre park site would have required 1 acre of on-site drainage and storm-water retention facilities, but Developer provides for such drainage and storm-water retention on other land owned or controlled by Developer, then the 10 acre park site plus the off-site drainage and storm-water retention provided by Developer, shall together be counted as a total conveyance of 11 Net Usable Acres of Park Sites to the City. Prior to connecting the Park Site to Developer's off-site drainage and stormwater system, the City shall deliver written acknowledgement in a form reasonably satisfactory to Developer confirming the amount of Net Usable Acres being credited toward the required Net Useable Acres of Park Sites, because of such off-site stormwater retention provided to City. Developer shall also provide the City with appropriate drainage easements over such portions of the Southern Grove Property, not to exceed twenty (20) feet in width, from the perimeter of the Park Site to Developer's stormwater retention facility, as the City may reasonably require, to allow the City to use and maintain those drainage facilities and improvements necessary to connect the Park Site to Developer's stormwater retention facility. The location of such drainage easements shall be determined by Developer in its sole discretion. In addition, Developer shall have the right to relocate such easements and the facilities and improvements located therein from time to time, at Developer's sole cost and expense, provided that such relocation shall not impair the drainage and stormwater retention serving the Park Site.

(c) Construction of Roads. Developer shall construct roads providing access to the Park Sites at the time the roads are required to be constructed as set forth in the Southern Grove DO or other relevant document.

(d) Maintenance of Park Sites. After conveyance of each Park Site to the City, the City shall be responsible for the maintenance of each such Park Site and shall maintain such Park Sites in similar condition to the standard maintained at other parks located in the City. If the City does not maintain the Park Site to Developer's satisfaction, Developer's sole remedy is the right to maintain the Park Site from time to time at Developer's sole cost and expense, after such Park Site has been conveyed to the City. In the event that Developer elects to exercise the foregoing right to maintain any Park Site, then Developer shall give the City written notice thereof, and within thirty (30) days of such notice, Developer and the City shall execute a license agreement in form mutually agreeable to the parties, providing for insurance and indemnification, before Developer, or any contractor or subcontractor of Developer, may enter the Park Site to perform such maintenance.

Section 8. Recording of Agreement. This Agreement, and any supplement to or other amendment of this Agreement, shall be recorded in the public records of St. Lucie County,

Florida, at the expense of Developer, and shall be considered as a covenant running with the land and binding upon the heirs, successors, and assigns of both Developer and the City.

Section 9. Intent and Effect of Agreement. It is the intent of the parties to this Agreement that all required conditions of the Annexation Agreement and Southern Grove DO, as currently adopted, be fully complied with and the City acknowledges and agrees that Developer's commitments as expressed in this Agreement, if completed, satisfy all terms, conditions and/or other requirements of the Annexation Agreement and the Southern Grove DO, as currently adopted, relating to Developer's conveyance of park and recreational facilities to the City under the Annexation Agreement and Southern Grove DO incidental to the construction of dwelling units within the Southern Grove Property. The foregoing notwithstanding, if Developer defaults under this Agreement or breaches this Agreement, subject to all applicable notice and cure periods, then Developer shall not be deemed to have satisfied the foregoing terms, conditions and/or requirements of the Annexation Agreement and the Southern Grove DO.

Section 10. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person (including any over-night delivery service) or sent by certified mail, return receipt requested, and addressed as follows or to such other party or address as may be designated by one party to the other.

If to City:

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie Florida 34984
Attention: City Manager

With copy to:

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie Florida 34984
Attention: City Attorney

If to Developer:

Mattamy Palm Beach, LLC
Attention: Dan Grosswald
1500 Gateway Blvd, Ste 212
Boynton Beach, Florida 33426

With copy to:

Fox McCluskey Bush Robison, PLLC
Attention: Tyson Waters, Esq.
2300 SE Monterey Road, Suite 201
Stuart, Florida 34996

and to:

Mattamy Palm Beach, LLC
Attention: Nicole Marginian Swartz, General Counsel – US
4901 Vineland Road, Suite 450
Orlando, Florida 32811

Section 11. Indulgence Not Waiver. The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time of the breach or

failure occurs, or at any time throughout the term of this Agreement.

Section 12. Entire Agreement; Amendment. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties relating to this Agreement. It does not supersede the Annexation Agreement, or the Southern Grove DO. This Agreement may only be amended by written document executed by both parties.

Section 13. Interpretation; Venue. This Agreement shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either 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, EACH PARTY 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.

Section 14. Default.

(a) With respect to any event of default and/or breach under this Agreement, neither party shall be deemed in default and/or breach unless:

- i. the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party;
- ii. the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to commence such action as is reasonably necessary to cure said default and/or breach and thereafter diligently pursue to cure such default within a reasonable time; and
- iii. the alleging party is in compliance with the provisions of this Agreement.

(b) Subject to the right to cure set forth in Section 14(a) above, in the event of a default and/or breach by the City or, Developer, the non-defaulting party shall be entitled to pursue all remedies available at law and/or equity.

Section 15. Developer Assignment. If Developer sells or conveys substantially all of its land within the Southern Grove Property, Developer may assign all of its rights and obligations hereunder to the purchaser thereof. Upon written assumption by such purchaser of Developer's obligations hereunder, the originally named Developer shall be released automatically from all liability hereunder, except with respect to any breach or violation of Developer's obligations existing prior to such sale or conveyance.

[Signatures and acknowledgments appear on the following page(s)]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

CITY:

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

Attest:

_____,
Sally Walsh, City Clerk

(Seal)

By: _____
Shannon Martin, Mayor

Approved as to form and correctness:

_____, City Attorney

(Remainder of page intentionally left blank)

Witnesses:

John Nichols
Print Name: John Nichols

Joshua Pierre
Address: 2500 Quantum Lakes Dr. #215
Boynton Beach, FL 33426

Print Name: Joshua Pierre
Address: 2500 Quantum Lakes Dr Ste #215
Boynton Beach, FL 33426

DEVELOPER:

Mattamy Palm Beach, LLC, a Delaware limited liability company

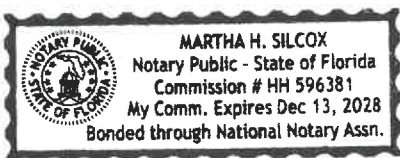
By: [Signature]

Print Name: Karl Albertson
Its: Authorized Signatory

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 29th day of JULY, 2025, by KARL ALBERTSON, as AUTHORIZED SIGNATORY of Mattamy Palm Beach, LLC, a Delaware limited liability company, on behalf of the company, who [☒] is personally known to me or [☐] has presented _____ as identification.

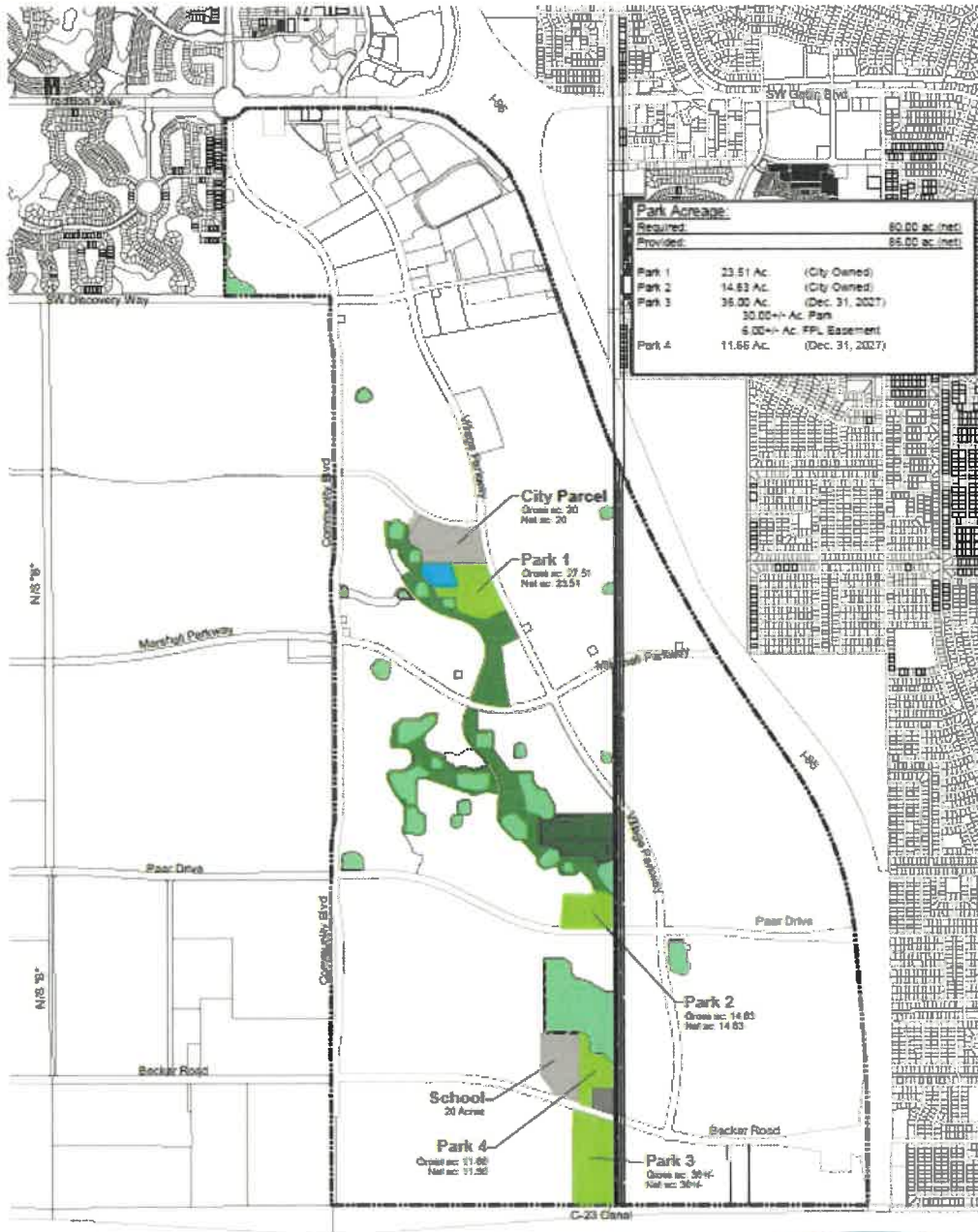
[Notary Seal]



Martha Silcox
Notary Public-State of Florida
Print Name: MARTHA SILCOX
My commission expires: 12/13/2028

* * *

Exhibit "A" Park Sites



"No part to be interpreted unless context is taken into account."

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Southern Grove

Port St. Lucie, Florida

Proposed Park Plan

Exhibit "B"
Special Warranty Deed Form

Prepared by and return to:

Parcel Identification Nos.:

Special Warranty Deed

This Special Warranty Deed made this ____ day of _____, _____, between **MATTAMY PALM BEACH, LLC.**, a Delaware limited liability company, whose post office address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 ("Grantor"), and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation ("Grantee").

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **ST. LUCIE COUNTY, FLORIDA**, to-wit:

See attached **Exhibit "A"** made a part hereof and incorporated herein ("Property")

Subject to (a) taxes and assessments for the year 20__ and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; (c) conditions, restrictions, limitations, easements and other matters of record, if any, but this reference shall not operate to reimpose any of the same; and (d) those matters set forth on Exhibit "B" attached hereto and made a part hereof.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor but no others.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

MATTAMY PALM BEACH, LLC, a
Delaware limited liability company

Print Name: _____
Witness #1 (as to Grantor)
Address: _____

By: _____
Its: _____

Print Name: _____
Witness #2 (as to Grantor)
Address: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of _____, 20____, by _____, as _____ of Mattamy Palm Beach, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

Name: _____
Typed, printed or stamped
I am a Notary Public of the State of Florida
having a commission number of _____
and my commission expires: _____

Exhibit “A”
(to Special Warranty Deed)

(Legal Description of Park Site to be conveyed)

Exhibit "B"
(to Special Warranty Deed)

Grantee's acceptance of title to the Property subject to any condition, restriction, limitation or other matter of record, however, shall not be construed as a waiver by Grantee of Grantee's claim of exemption, as a government purchaser, to the enforcement of any such condition, restriction, limitation or other matter of record against Grantee pursuant to *Ryan v. Manalapan*, 414, So.2d 193 (Fla. 1982).

Use of the Property is hereby forever restricted to public park and recreational purposes (the "Permitted Use") and for no other purpose without the prior written consent of Grantor, or Grantor's successors and assigns. Furthermore, the Property is also hereby forever subject to and encumbered by the following use restrictions: (i) no shooting or archery range shall be permitted, (ii) no vehicle, tractor, mower, or trailer storage or maintenance area or area for the storage of materials such as mulch, clay or soil shall be permitted, unless such area is fenced and screened from public view by a physical barrier or landscaping (iii) no use of drones or remote control aircraft shall be permitted, except by the City for municipal purposes, (iv) any lighting for sports fields or other park facilities shall be shielded and/or directed, so as not to shine directly onto homes outside of the Property, and shall be turned off between the hours of 11:00 p.m. and 7:00 a.m., and (v) no concerts or other events shall create noise detectable at homes outside of the Property between the hours of 11:00 p.m. and 7:00 a.m.