

Prepared by and return to:

Greenspoon Marder, P.A.  
200 East Broward Blvd., Suite 1800  
Fort Lauderdale, FL 33301  
Attn: Barry E. Somerstein, Esq.

Tax Account No.: 4310-603-0007-000-4

NOTE TO EXAMINER: This conveyance is without consideration, only minimum doc stamps are being paid.

### SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED, made and executed as of the 28<sup>th</sup> day of June, 2018, by TRADITION LAND COMPANY, LLC, an Iowa limited liability company ("Grantor"), whose address is 10490 SW Village Center Drive, Port St. Lucie, Florida 34987, to and in favor of PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not-for-profit corporation ("Grantee"), whose address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984.

### WITNESSETH:

That the Grantor for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee all of Grantor's right, title and interest in and to those certain pieces, parcels or tracts of land situated in St. Lucie County, Florida more particularly described as follows, to wit:

### SEE EXHIBIT "A" ATTACHED HERETO

(hereinafter referred to as the "Property");

**TOGETHER WITH** all the tenements, hereditaments, easements and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining;

**TO HAVE AND TO HOLD** the Property in fee simple forever.

**AND** Grantor does hereby covenant with and warrant to the Grantee that it has good right and lawful authority to sell and convey the Property; and that it will defend the defend the title to the Property, against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

**THE** conveyance made herein, however, is expressly made **SUBJECT TO** (i) those matters described on Exhibit "B" attached hereto ("Permitted Exceptions"), however this reference shall not operate to reimpose same, and (ii) the Property is also subject to the restrictions and covenants running with the land applicable to the Property as set forth on Exhibit "C" attached hereto ("Deed Restrictions").

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed in manner and form sufficient to bind them as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Kelly Rene Rea

Name: Kelly Rene Rea

Wade DeRemer

Name: WADE DEREMER

TRADITION LAND COMPANY, LLC, an Iowa limited liability company

By: David C. Feltman

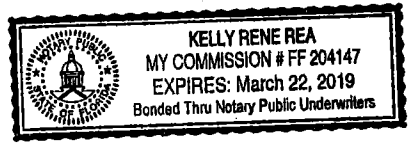
Name: David C. Feltman

Title: President

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 21st day of June, 2018 by David C. Feltman, as President of Tradition Land Company, LLC, an Iowa limited liability company, on behalf of the company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Kelly Rene Rea  
Notary Public Signature

Kelly Rene Rea  
(Name typed, printed or stamped)  
Notary Public, State of Florida  
Commission No.: 204147  
My Commission Expires: 3/22/19

**EXHIBIT "A"**

**SUBJECT PROPERTY**

**(see following four pages)**

**LEGAL DESCRIPTION**  
**SOUTHERN GROVE**

BEING ALL OF LOTS 2, 4, 5, ACCORDING TO SOUTHERN GROVE PLAT NO. 14, AS RECORDED IN PLAT BOOK 71, PAGE 35, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

- Parcel ID: 4315-505-0006-000-1 (LOT 2)
- Parcel ID: 4315-505-0008-000-5 (LOT 4)
- Parcel ID: 4315-505-0009-000-2 (LOT 5)

LOT 2 CONTAINS 7.551 ACRES OF LAND, MORE OR LESS.  
LOT 4 CONTAINS 9.753 ACRES OF LAND, MORE OR LESS.  
LOT 5 CONTAINS 6.644 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-505-0007-000-8

BEING A PORTION OF LOT 3, SOUTHERN GROVE PLAT NO. 14, AS RECORDED IN PLAT BOOK 71 AT PAGE 35, PUBLIC RECORDS OF ST. LUCIE COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE S79°27'11"W, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 121.25 FEET; THENCE DEPART SAID SOUTH LINE N18°47'20"W, A DISTANCE OF 311.58 FEET; TO A POINT ON THE SOUTH LINE OF " RELOCATED UTILITY SITE 3-A" AS SHOWN ON SAID SOUTHERN GROVE PLAT NO. 14; THENCE N79°27'11"E, ALONG SAID SOUTH LINE, A DISTANCE OF 121.25 FEET TO THE EAST LINE OF SAID LOT 3; THENCE S18°47'20"E, ALONG SAID EAST LINE OF LOT 3, A DISTANCE OF 311.58 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 0.858 ACRE OF LAND, MORE OR LESS.

TOGETHER WITH: Parcel ID: 4315-505-0010-000-2

BEING ALL OF LOT 6, SOUTHERN GROVE PLAT NO. 14, AS RECORDED IN PLAT BOOK 71 AT PAGE 35, PUBLIC RECORDS OF ST. LUCIE COUNTY.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL; Parcel ID: 4315-505-0007-010-1

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, SAID SOUTHERN GROVE PLAT NO. 14; THENCE N79°27'11"E, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 1,636.39 FEET; THENCE DEPART SAID SOUTH LINE, S18°47'20"E, A DISTANCE OF 523.95 FEET; THENCE S71°12'40"W, A DISTANCE OF 1,632.82 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N75°41'28"E, A RADIAL DISTANCE OF 2,000.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°35'06", A DISTANCE OF 125.14 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2,000.00 FEET AND A CENTRAL ANGLE OF 13°41'39"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 478.02 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,480.18 FEET AND A CENTRAL ANGLE OF 03°38'39"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 157.75 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 23.68 ACRES OF LAND, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL; Parcel ID: 4315-505-0010-010-5

BEING A UTILITY SITE LYING IN A PORTION OF LOT 6, ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT NO. 14, AS RECORDED IN PLAT BOOK 71, PAGE 35, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89°33'50" WEST, ALONG THE NORTH RIGHT-OF-WAY OF E/W 3 R/W (A 150.00 FOOT WIDE RIGHT-OF-WAY), A DISTANCE OF 605.49 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE CONTINUE SOUTH 89°33'50" WEST, ALONG SAID NORTH RIGHT-OF-WAY OF E/W 3 R/W, A DISTANCE OF 147.82 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 147.34 FEET; THENCE NORTH 89°33'50" EAST, A DISTANCE OF 147.82 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 147.34 FEET TO THE NORTH RIGHT-OF-WAY OF E/W 3 R/W AND THE POINT OF BEGINNING. CONTAINING 0.500 ACRES, MORE OR LESS.



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STATE OF FLORIDA CERTIFICATION No. LB 4286

Tradition Land Company LLC  
Transfer Agreement

GFC Parcels

DATE: 6/15/2018	DRAWN	BKH
SCALE: N/A	JOB No. 18-039	

**LEGAL DESCRIPTION**  
**SOUTHERN GROVE**

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL; Parcel ID: 4315-505-0010-020-8**

BEING A UTILITY SITE LYING IN A PORTION OF LOT 6, ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT NO. 14, AS RECORDED IN PLAT BOOK 71, PAGE 35, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 25°57'22" WEST, ALONG THE EASTERLY RIGHT-OF-WAY OF VILLAGE PARKWAY (A 150.00 FOOT WIDE RIGHT-OF-WAY), A DISTANCE OF 1204.23 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE CONTINUE NORTH 25°57'22" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY OF VILLAGE PARKWAY, A DISTANCE OF 147.58 FEET; THENCE NORTH 64°03'05" EAST, A DISTANCE OF 147.58 FEET; THENCE SOUTH 25°57'22" EAST, A DISTANCE OF 147.58 FEET; THENCE SOUTH 64°03'05" WEST, A DISTANCE OF 147.58 FEET TO THE EASTERLY RIGHT-OF-WAY OF VILLAGE PARKWAY AND THE POINT OF BEGINNING. CONTAINING 0.500 ACRES, MORE OR LESS.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL;**

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY OF VILLAGE PARKWAY AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 2899 AT PAGE 2933 (EXHIBIT "A"), PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA, WHICH POINT IS THE MOST NORTHERLY CORNER OF PARCEL 3 AS DESCRIBED IN THE ABOVE MENTIONED DEED AND RUNNING THENCE N25°57'22"W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 1204.05 FEET TO THE SOUTHWEST CORNER OF A UTILITY SITE AS RECORDED IN OFFICIAL RECORDS BOOK 3935 AT PAGE 2995, SAID PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N64°02'38"E, DEPARTING SAID RIGHT-OF-WAY AND RUNNING ALONG THE SOUTHERLY LINE OF THE PARCEL LAST ABOVE MENTIONED AND CONTINUE ON THE SAME COURSE, A TOTAL DISTANCE OF 654.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE CONTAINING THE FOLLOWING ELEMENTS; RADIUS 171.25 FEET, CENTRAL ANGLE 104°16'41", ARC LENGTH 311.67 FEET, CHORD BEARING S54°21'56"E, A CHORD DISTANCE OF 270.40 FEET TO THE BEGINNING OF A NON-TANGENT LINE; THENCE S26°39'19"E ALONG SAID LINE A DISTANCE OF 732.16 FEET; THENCE S30°11'31"E A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTHERLY BOUNDS OF E/W 3 RIGHT-OF-WAY AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2680 (EXHIBIT "E"), PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S59°48'29"W ALONG THE NORTHERLY BOUNDS THEREOF A DISTANCE OF 784.24 FEET TO THE MOST EASTERLY CORNER OF PARCEL 3 REFERRED TO ABOVE; THENCE N72°56'17"W ALONG THE NORTHERLY BOUNDS OF SAID PARCEL 3 A DISTANCE OF 34.11 FEET TO THE POINT OF BEGINNING. CONTAINING 21.66 ACRES OF LAND, MORE OR LESS.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL;**

BEING A PORTION OF LOT 6, ACCORDING TO SOUTHERN GROVE PLAT NO. 14, AS RECORDED IN PLAT BOOK 71, AT PAGE 35, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT WMT-1, SAID SOUTHERN GROVE PLAT NO. 14; THENCE S73°58'33"W, A DISTANCE OF 547.61 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TRACT R-1, VILLAGE PARKWAY (150' WIDE) ACCORDING TO SOUTHERN GROVE PLAT NO. 3, RECORDED IN PLAT BOOK 61 AT PAGE 17, SAID PUBLIC RECORDS; THENCE N27°21'00"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 101.99 FEET; THENCE DEPART SAID RIGHT-OF-WAY LINE, N73°58'33"E, A DISTANCE OF 695.13 FEET; THENCE N16°01'27"W, A DISTANCE OF 196.13 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,000.00 FEET AND A CENTRAL ANGLE OF 01°42'55"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.88 FEET TO A POINT OF NON TANGENCY; THENCE N71°12'40"E, A DISTANCE OF 100.32 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N75°55'39"E, A RADIAL DISTANCE OF 1,900.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°57'06", A DISTANCE OF 64.72 FEET TO THE END OF SAID CURVE; THENCE S16°01'27"E, A DISTANCE OF 396.13 FEET; THENCE S73°58'33"W, A DISTANCE OF 100.00 FEET; THENCE N16°01'27"W, A DISTANCE OF 100.00 FEET; THENCE S73°58'33"W, A DISTANCE OF 127.49 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 114,354.85 SQUARE FEET OR 2.625 ACRES, MORE OR LESS.

THE PORTION OF LOT 6 HEREIN DESCRIBED IS 370.562 ACRES OF LAND, MORE OR LESS.



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Transfer Agreement

GFC Parcels

DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. 18-039

## LEGAL DESCRIPTION

### SOUTHERN GROVE

**TOGETHER WITH:** Parcel ID: 4315-505-0004-000-7

THAT PART FOR UTILITY SITE 4 ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT 14 AS RECORDED IN PLAT BOOK 71 AT PAGE 35 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND ALSO DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2705, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 0.50 ACRE OF LAND, MORE OR LESS.

**TOGETHER WITH:** Parcel ID: 4315-505-0013-000-3 (CONSERVATION TRACT 4)  
Parcel ID: 4315-505-0014-000-0 (CONSERVATION TRACT 5)

ALL OF CONSERVATION TRACTS NOS. 4 AND 5 ACCORDING TO SOUTHERN GROVE PLAT 14 AS RECORDED IN PLAT BOOK 71 AT PAGE 35, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA.

CONSERVATION TRACT 4 CONTAINS 0.861 ACRES OF LAND, MORE OR LESS.  
CONSERVATION TRACT 5 CONTAINS 0.577 ACRES OF LAND, MORE OR LESS.

**TOGETHER WITH:** Parcel ID: 4315-700-0034-000-5

BEING ALL OF PARCEL 31 ACCORDING TO SOUTHERN GROVE PLAT NO. 3 AS RECORDED IN PLAT BOOK 61 AT PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 413.462 ACRES OF LAND, MORE OR LESS.

**TOGETHER WITH:** Parcel ID: 4315-700-0033-000-8

BEING ALL OF PARCEL 30 ACCORDING TO SOUTHERN GROVE PLAT NO. 3 AS RECORDED IN PLAT BOOK 61 AT PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 298.369 ACRES OF LAND, MORE OR LESS.

**TOGETHER WITH:** Parcel ID: 4315-700-0010-000-1

BEING ALL OF CONSERVATION TRACT 6 ACCORDING TO SOUTHERN GROVE PLAT NO. 3 AS RECORDED IN PLAT BOOK 61 AT PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 0.419 ACRES OF LAND, MORE OR LESS.

**TOGETHER WITH:** Parcel ID: 4315-700-0017-000-0

ALL OF CONSERVATION TRACT NO. 13 ACCORDING TO SOUTHERN GROVE PLAT 3 AS RECORDED IN PLAT BOOK 61 AT PAGE 17, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA.

CONTAINING 3.968 ACRES OF LAND, MORE OR LESS.

**TOGETHER WITH:** Parcel ID: 4315-700-0024-000-2

ALL OF THE INDIAN MOUND SITE ACCORDING TO SOUTHERN GROVE PLAT 3 AS RECORDED IN PLAT BOOK 61 AT PAGE 17, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA. CONTAINING 0.368 ACRES OF LAND, MORE OR LESS.

**TOGETHER WITH:** Parcel ID: 4322-600-0021-000-6

BEING ALL OF PARCEL 25B ACCORDING TO SOUTHERN GROVE PLAT NO. 13 AS RECORDED IN PLAT BOOK 74 AT PAGE 10, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 47.515 ACRES OF LAND, MORE OR LESS.

Sheet 3 of 4



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DATE: 6/15/2018	DRAWN BKH
SCALE: N/A	JOB No. 18-039

## LEGAL DESCRIPTION

### SOUTHERN GROVE

**TOGETHER WITH:** Parcel ID: 4322-600-0027-000-8 (PARCEL 27D)

A PORTION OF PARCEL 27D ACCORDING TO SOUTHERN GROVE PLAT NO. 13, AS RECORDED IN PLAT BOOK 74, PAGE 10, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 27D AND RUNNING THENCE ALONG THE BOUNDS THEREOF THE FOLLOWING 6 COURSES AND DISTANCES; 1) N4°13'26"E A DISTANCE OF 635.29 FEET; 2) S89°14'41"E A DISTANCE OF 596.05 FEET; 3) N3°14'21"E A DISTANCE OF 87.14 FEET; 4) S81°49'52"E A DISTANCE OF 217.07 FEET; 5) S75°35'46"E A DISTANCE OF 2.83 FEET; 6) S57°00'52"E A DISTANCE OF 172.59 FEET TO A POINT ON THE WESTERLY LINE OF A 60 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 97 AT PAGE 505, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S00°02'34"W ALONG SAID WESTERLY BOUNDS A DISTANCE OF 596.94 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF E/W 4 R/W (PARR DRIVE) AS SHOWN ON THE ABOVE MENTIONED PLAT OF SOUTHERN GROVE PLAT NO. 13; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING 2 COURSES AND DISTANCES; 1) N89°59'43"W A DISTANCE OF 772.26 FEET TO A POINT OF CURVATURE; 2) WESTERLY ALONG A CURVE TO THE RIGHT CONTAINING THE FOLLOWING ELEMENTS; RADIUS 2925.00 FEET, CENTRAL ANGLE 4°39'19" AN ARC LENGTH OF 237.65 FEET TO THE POINT OF BEGINNING. CONTAINING 14.825 ACRES OF LAND, MORE OR LESS.

**TOGETHER WITH:** Parcel ID: 4315-502-0005-000-5

BEING ALL OF PARCEL 1 ACCORDING TO SOUTHERN GROVE PLAT NO. 8 AS RECORDED IN PLAT BOOK 62 AT PAGE 29, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 1.39 ACRES OF LAND, MORE OR LESS.

**TOGETHER WITH:** Parcel ID: 4315-502-0006-000-2

BEING ALL OF PARCEL 2 ACCORDING TO SOUTHERN GROVE PLAT NO. 8 AS RECORDED IN PLAT BOOK 62 AT PAGE 29, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 1.61 ACRES OF LAND, MORE OR LESS.

**TOGETHER WITH:** Parcel ID: 4315-502-0003-000-1

BEING ALL OF WATER MANAGEMENT TRACT NO. 1 ACCORDING TO SOUTHERN GROVE PLAT NO. 8 AS RECORDED IN PLAT BOOK 62 AT PAGE 29, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 9.61 ACRES OF LAND, MORE OR LESS.

**TOGETHER WITH:** Parcel ID: 4315-502-0007-000-9

BEING ALL OF PARCEL 3 ACCORDING TO SOUTHERN GROVE PLAT NO. 8 AS RECORDED IN PLAT BOOK 62 AT PAGE 29, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 5.26 ACRES OF LAND, MORE OR LESS.

**TOGETHER WITH:** Parcel ID: 4315-502-0009-000-3

BEING ALL OF PARCEL 5 ACCORDING TO SOUTHERN GROVE PLAT NO. 8 AS RECORDED IN PLAT BOOK 62 AT PAGE 29, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 8.36 ACRES OF LAND, MORE OR LESS.

**TOGETHER WITH:** Parcel ID: 4315-506-0001-000-9

BEING ALL OF TRACT C ACCORDING TO SOUTHERN GROVE PLAT NO. 20 AS RECORDED IN PLAT BOOK 73 AT PAGE 23, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 20.969 ACRES OF LAND, MORE OR LESS.

THE TOTAL COMBINED AREA OF ALL PARCELS DESCRIBED HEREIN IS 1223.271 ACRES OF LAND, MORE OR LESS.



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**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**

1. Taxes and assessments, including, but not limited to, any assessments of property owner associations and assessments and liens imposed by any governmental authority, the community development districts and special association districts which may impose and levy taxes and assessments on the Property for the year 2017 and all subsequent years.
2. Zoning restrictions and prohibitions imposed by governmental authority, including, but not limited to, plats, site plans and/or any other governmental approvals or regulations pertaining to the Property.
3. Easements, restrictions and all other matters of record.
4. Facts which an accurate survey would show.
5. Rights of any parties in possession.
6. Any matter created by Grantee or through the Grantee.

NOTE: Unless otherwise noted, the recording references refer to the Public Records of St. Lucie County, Florida.



**EXHIBIT "C"****DEED RESTRICTIONS**

The following restrictions, covenants and provisions shall be deemed a part of the conveyance described in the Special Warranty Deed to which these Deed Restrictions are attached and shall be deemed covenants running with the land applicable to the Property described in such Special Warranty Deed ("Property"). The Grantor shall have the right to assign its rights under this Exhibit "C" to an assignee as set forth in an assignment recorded in the Public Records of St. Lucie County, Florida (such assignee being the "Assignee"), whereupon the Assignee shall have all rights of Grantor hereunder and Grantor shall no longer have such rights under this Exhibit "C". After assignment of such rights to Grantee, any waiver or amendment of the restrictions attached hereto as Exhibit "C" shall require the written consent of Assignee and not the Grantor.

Grantor and Grantee acknowledge that it is necessary to establish and maintain a balanced and diversified mixture of improvements in projects generally known as Tradition and Southern Grove ("Project(s)"), as such Project(s) may be increased or decreased from time to time (as such name may be amended by Grantor from time to time), and it is desirable to establish and maintain minimum value for the Project(s) by requiring certain restrictions including a limitation of height and square footage of development on the Property. There shall be no improvements constructed upon the Property conveyed by Grantor, other than the "Proposed Use" (as hereinafter defined) without the prior written consent of the Grantor or the Assignee.

"Proposed Use" or "Intended Use" shall mean (unless otherwise approved in writing by Grantor (or its Assignee) the Property may only be used for (i) up to 786 multi-family residential dwelling units, (ii) up to 900 apartment units, (iii) up to 2,582,851 square feet of retail development, (iv) up to 4,296,480 square feet of office/R&D development, (v) up to 3,838,336 square feet of warehouse/industrial development, and (vi) up to 240 hotel rooms and no other uses shall be permitted upon the Property without the prior written consent of Grantor or the Assignee in its sole discretion), recognizing that the owner of the Property shall have the right without the consent of the Grantor or Assignee to shift uses as permitted under the conversion matrix set forth in the Southern Grove DRI as set forth in the Southern Grove DRI Amended and Restated Development Order contemplated under City of Port St. Lucie Resolution 15-R95 recorded in Official Records Book 3826, Page 2235 of the Public Records of St. Lucie County, Florida ("Southern Grove DRI").

The cost of construction of all improvements to and on the Property will be borne exclusively by Grantee (including the cost to provide on-site drainage pretreatment, bring the water and sewer lines to the Property) and Grantee shall be solely responsible for obtaining all approvals necessary for construction of improvements on the Property, including, without limitation, building permits. Grantee will be responsible for providing and installing all landscaping and trees on the Property in accordance with the requirements of applicable governmental requirements and the approvals required under the "Declaration(s)" (as hereinafter defined).

The grading of the Property acquired by Grantee will be the responsibility of Grantee and Grantee will grade the Property to meet the requirements of the drainage plan and system for the Property and to meet the tie in requirements for the overall Project(s) drainage system applicable to the Property, including providing for on-site drainage pretreatment. Grantee will maintain, repair and replace all filters so as to provide filtration to prevent sedimentation in catch basins, man holes and drainage lines during construction by Grantee of improvements on the Property and it shall be Grantee's obligation to remove any sedimentation in the catch basins, man holes or drainage lines after this date of the affected portion of the Project(s) caused by or through Grantee. Grantor or its Assignee reserves the right after ten (10) days written notice to Grantee (or without notice in the case of emergency) to enter onto any portion of the Property to install such filters, remove any sedimentation or correct any grading deficiency at the cost and expense of Grantee and Grantee shall promptly reimburse Grantor or its Assignee for any and all reasonable costs and expenses incurred within thirty (30) days after Grantor or Assignee bills Grantee therefor, which bill shall be accompanied by reasonable supporting documentation.

Grantee agrees to provide an irrigation system of one hundred percent (100%) coverage of all landscaped or sodded area for the Property acquired by Grantee and the area between the Property and the adjoining public roads, if any.

At such time as Grantee obtains any land development permits for the development of the improvements upon the Property, it is hereby deemed and the Grantor and Grantee agree that the Property shall then be deemed submitted to and shall, as of such time, be encumbered by and the Property shall comply with the requirements of the following "Declaration(s)", to wit: (i) Declaration of Covenants recorded in Official Records Book 2098, Page 1697 of the Public Records of St. Lucie County, Florida, as amended from time to time as to any non-residential uses intended to be developed on the portions of the Property, subject to such land development permits, and (ii) the Declaration of Covenants recorded in Official Records Book 1700, Page 868 of the Public Records of St. Lucie County, Florida as to any residential uses intended to be developed on the portions of the Property subject to such land development permits ("Declaration(s)").

Grantee shall not damage, cause to be damaged or permit to be damaged any property or improvements in the Project(s) owned by Grantor or the Association, which improvements shall include, but are not limited to, streets, drainage lines, central water lines, central sewer lines, signage, landscaping, entry features, irrigation systems, lakes, lake banks, wetlands or littoral areas and Grantee assumes full responsibility and liability for any reconstruction or repair of any such improvements arising as a proximate cause from Grantee's construction activities or the construction activities of Grantee's employees, contractors, subcontractors or agents.

Grantor and Grantee acknowledge that Grantor or the Assignee may be entitled to certain impact fee credits for transportation impact fees, public building, impact fee, job growth impact fee, right-of-way impact fees, school impact fees, park impact fees, waste water impact fees, fire service impact fees and/or other impact fees or similar extractions by applicable governmental authority to which Grantor or the Assignee may be entitled to such credits (collectively "Impact Fee Credits"). Grantor or the Assignee may also in certain areas be entitled to credits against utility fees and/or hook up charges otherwise required to be paid to applicable utility authorities ("Utility Credits"). The parties agree that when Grantee is required to pay impact fees, utility

connection fees or other fees or extractions to applicable governmental or quasi-governmental authorities to which Grantor or the Assignee has Impact Fee Credits or Utility Credits for such obligations (as recognized by such governmental or utility authority, as applicable), Grantee shall purchase from Grantor or the Assignee such Impact Fee Credit and Utility Fee Credit in an amount equal to that which Grantee would otherwise have been required to pay to the applicable governmental or quasi-governmental authority in accordance with the terms hereof. It is the intent of the parties that if Grantor or the Assignee has any Impact Fee Credits or Utility Credits available, then Grantee shall be obligated to purchase and use such Impact Fee Credits or Utility Credits that Grantor or the Assignee has (to the extent Grantor or Assignee desires to sell same) for which Grantor or the Assignee shall be compensated as set forth herein (rather than using or transferring any other impact fees or impact fee credits or utility fees or utility fee credits available to Grantee) so that Grantor's or the Assignee's Impact Fee Credits or Utility Credits will be used up as quickly as possible to alleviate the risk of Grantor or the Assignee being left with Impact Fee Credits or Utility Credits that cannot be used in connection with development of the Project(s); provided further, that such Impact Fee Credits or Utility Credits are recognized and accepted by the applicable authority in lieu of payment of the impact and utility fees payable by Grantee. It is the intent of the parties that by Grantee paying Grantor or the Assignee for such Impact Fee Credits or Utility Credits, Grantee shall not be required to pay extra for such amounts and that upon paying Grantor or the Assignee for such amounts, Grantee shall not be obligated to pay applicable governmental authorities for the rights which are purchased from Grantor or the Assignee. If applicable, Grantor or the Assignee agrees to take all steps and to execute all documents required to fully effectuate such transfer of Grantor's or the Assignee's Impact Fee Credits or Utility Credits to Grantee in accordance with the terms hereof.

If there are water management tracts, wetlands or other areas within the jurisdiction of the South Florida Water Management District ("SFWMD") and/or Army Corp of Engineers ("ACE") with respect to the Property (collectively, "Water Permits"), Grantee shall (a) accept transfer of the Water Permits with others who are entitled to work under such Water Permits applicable to the Property, (b) comply with such Water Permits with respect to the Property and work under the Water Permits with others who are entitled to work under such Water Permits applicable to the Property, and/or (c) assist in closing the Water Permits (and/or Grantee establishing Water Permits in Grantee's own name).

Grantor or the Assignee reserves all rights with respect to the name "Tradition" or any association or club created in connection therewith; provided, however, that Grantor hereby grants to Grantee an irrevocable license to use the "at Tradition" or "of Tradition" (collectively, the "Trade Names") as part of the name of Grantee's development of the Property. Grantee may use "at Tradition" or "of Tradition" in any advertising, promotional, or other materials that set forth the name of Grantee's development, and Grantee may refer to the "Tradition" development in such materials for the purpose of providing location and context regarding Grantee's development. Except as set forth above, Grantee shall have no right whatsoever to use any of such names in any other manner without the prior written consent of Grantor or Assignee, which consent shall not be unreasonably withheld, conditioned or delayed.

The Grantee agrees that it will agree to dedicate the Fire Site located on the portion of the Property as required under the Fire Site Agreement recorded in Official Records Book 2916, Page 661 of the Public Records of St. Lucie County, Florida, as amended.

Grantee acknowledges that it is accepting the Property in an "As-Is" and "Where-Is" condition. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN A TRANSFER AGREEMENT BETWEEN GRANTOR AND GRANTEE ("AGREEMENT") (TO THE EXTENT SUCH WARRANTIES SURVIVE CLOSING UNDER THE AGREEMENT ("CLOSING") FOR THE PERIOD OF THEIR SURVIVAL) OR IN THE CLOSING DOCUMENTS EXECUTED IN CONNECTION WITH SUCH CLOSING, GRANTEE IS ACQUIRING THE PROPERTY "AS IS" WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT, AND GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT AND IN THE CLOSING DOCUMENTS EXECUTED AT CLOSING, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE ZONING LAWS, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY. GRANTEE SHALL NOT SEEK RECOURSE AGAINST GRANTOR ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY GRANTEE WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN THE SENTENCE IMMEDIATELY ABOVE AND GRANTEE HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS RELATED TO THE MATTERS DESCRIBED IN THE SENTENCE IMMEDIATELY ABOVE. GRANTEE ACKNOWLEDGES THAT GRANTEE, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR OR ANY STATEMENT, REPRESENTATION OR OTHER ASSERTION MADE BY GRANTOR WITH RESPECT TO THE PROPERTY, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT (TO THE EXTENT SUCH WARRANTIES SURVIVE CLOSING FOR THE PERIOD OF THEIR SURVIVAL) AND IN THE CLOSING DOCUMENTS EXECUTED AT CLOSING. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT (TO THE EXTENT SUCH WARRANTIES SURVIVE CLOSING FOR THE PERIOD OF THEIR SURVIVAL) OR IN THE CLOSING DOCUMENTS EXECUTED AT CLOSING, GRANTEE FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION WAS MADE BY GRANTOR WITH RESPECT TO ANY

INFORMATION SUPPLIED BY OR ON BEHALF OF GRANTOR CONCERNING THE PROPERTY, AND GRANTOR MADE NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT GRANTEE VERIFIED THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. GRANTEE ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION ARE AN INTEGRAL PORTION OF THIS DEED AND THE AGREEMENT AND THAT GRANTOR WOULD NOT AGREE TO CONVEY THE PROPERTY TO GRANTEE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION AND SHALL SURVIVE THE CLOSING AND IS A COVENANT RUNNING WITH THE LAND.

THE COMMUNITY DEVELOPMENT DISTRICT(S) WHICH HAVE BEEN CREATED WITH RESPECT TO THE VARIOUS PORTIONS OF THE PROPERTY ("CDD(S)") MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, ON THE PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

Except with Grantor's or Assignee's written consent, the restrictions and covenants set forth on Exhibit "C" shall be covenants running with the Property for a period ending on a date which is twenty-one (21) years after the death of the last surviving lineal descendant of Queen Elizabeth, the queen of England.