

Return to: (enclose self-addressed stamped envelope)

Name:

Barry E. Somerstein, Esq.

Address:

Ruden, McClosky, Smith,
Schuster & Russell, P.A.
200 East Broward Boulevard
Suite 1500
Fort Lauderdale, Florida 33301

This Instrument Prepared by:

Barry E. Somerstein, Esq.
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
200 East Broward Boulevard
Suite 1500
Fort Lauderdale, Florida 33301

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of the 17th day of June, 2009, by and between OREGON HEALTH AND SCIENCE UNIVERSITY VACCINE AND GENE THERAPY INSTITUTE OF FLORIDA CORP., a Florida not-for-profit corporation ("Grantor") and HORIZONS ST. LUCIE DEVELOPMENT, LLC, a Florida limited liability company, ("Horizons") and TRADITION COMMERCIAL ASSOCIATION, INC., a Florida corporation not for profit ("Association"). Horizons and Association are hereinafter sometimes collectively referred to as "Grantee".

RECITALS:

A. Grantor owns and holds fee simple title to that certain parcel of real property situated in St. Lucie County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part hereof ("Grantor Property") of which the property described on **Exhibit "B"** is a part thereof ("Easement Area").

B. Horizons owns and holds fee simple title to the real property situated in St. Lucie County, Florida, more particularly described on **Exhibit "C"** attached hereto and made a part hereof (the "Grantee Property").

C. The Association is the property owner association which administers various properties which are subject to the Declaration of Restrictive Covenants recorded in Official Records Book 2098, Page 1697 of the Public Records of St. Lucie County, Florida, as amended (Declaration").

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D. Grantor desires to grant to Grantee easements for ingress, egress, utilities and drainage for the benefit of the Grantee Property over and across the Easement Area in accordance with the provisions of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. RECITALS. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by this reference as fully as if set forth herein verbatim.

2. GRANT OF EASEMENTS. Grantor does hereby grant, declare, dedicate and convey unto Grantee, its successors, assigns, employees, agents, contractors, tenants, invitees, licensees and all invitees of any such parties (collectively "Permitted Users"), subject to all existing conditions, covenants, encumbrances, easements and all other matters affecting title to the Easement Area, non-exclusive perpetual easements ("Easements") for (i) ingress and egress over, across and upon the Easement Area for the purpose of pedestrian and vehicular traffic over the Easement Area from Discovery Way to Grantee Property, and (ii) the installation and maintenance of utility and drainage facilities upon the Easement Area to service Grantee Property and other areas located in the Tradition Innovation Research Park section of the project known as "Tradition", including the right to connect to water, sewer, drainage and other utility facilities located on the Easement Area.

Nothing contained herein shall be deemed to grant Grantee, or its Permitted Users, the right to (i) park on any portion of the Easement Area, or (ii) obstruct any portion of the Easement Area.

Grantor, or its successors and/or assigns shall have the right, at any time and from time to time, to (a) alter, modify or relocate all or any part of the roads, driveways, sidewalks, parking areas and similar facilities now or hereafter located on the Easement Area, and (b) construct improvements on the Easement Area. However, notwithstanding the foregoing, no alteration, modification or relocation of roads, driveways, sidewalks, parking areas, or similar facilities now or hereafter located on the Easement Area, may materially and adversely interfere with Grantee's enjoyment of the Easement Area. Grantor hereby reserves all rights of ownership in and to the Easement Area which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over, under and/or across the Easement Area, the right to construct, develop, landscape and maintain the improvements now or hereafter located with the Easement Area subject to the terms hereof.

Grantee acknowledges and agrees that the easements granted in this Agreement shall be exercised in common with all persons permitted by any owner of the Easement Area, whether subject to agreements now or hereafter existing.

The owner of the Easement Area shall have the right to eject lawfully from the Easement Area any persons not hereby or otherwise authorized to use the Easement Area.

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Grantee, at its sole cost and expense, shall be responsible for the construction, installation, maintenance, operation, repair, replacement, and reconstruction of any utility and drainage facilities installed solely by or for Grantee in the Easement Area, which shall be subject to and performed strictly in accordance with the following provisions:

(a) Prior to any construction, Grantee shall provide to Grantor for review and approval, all plans and specifications for the contemplated construction or installation, together with a proposed timetable for completion of construction and installation. Grantor agrees that upon written request by Grantee (delivered in accordance with the notice provisions of this Agreement) for Grantor's consent as required in this subsection (a), Grantor's consent shall be presumed to have been given unless written notice to the contrary is received by Grantee within ten (10) business days of Grantor's receipt of such written request and the plans and specifications; provided, that Grantee agrees that the foregoing terms of this subsection (a) are expressly conditioned on any request for Grantor's consent under this subsection (a) containing the following statement on the top of the first page of the request conspicuously printed or stamped: "FAILURE OF GRANTOR TO TIMELY RESPOND TO THIS REQUEST MAY RESULT IN GRANTOR'S CONSENT BEING DEEMED GIVEN IN ACCORDANCE WITH THE TERMS OF THE EASEMENT AGREEMENT." No such work shall be undertaken unless the plans therefor are approved in writing by Grantor (or deemed approved as provided hereinabove). It shall be Grantee's sole responsibility to comply with all applicable laws, ordinances, rules and regulations in its construction, installation, maintenance, operation, repair, replacement, or reconstruction of any utility improvements pursuant to this Agreement, and Grantor's approval (or deemed approval) or disapproval of any plans and specifications presented to it for review hereunder shall not be construed as Grantor's representation or opinion as to the proposed work's compliance with applicable laws, ordinances, rules and regulations.

(b) The proposed construction shall be designed to minimize the disruption of the use and operation of the other portions of the Grantor Property during the construction process.

(c) In addition, all improvements to be constructed or installed by Grantee shall be located below the surface of the Easement Area, at sufficient depths so as to not interfere with present, planned or future improvements which are to be located by Grantor within, over or on the Easement Area; provided, however, that Grantee may construct improvements such as back-flow preventers, transformers and pedestals for utilities above the surface of the Easement Area only within those portions of the Easement Area which are not used for roadways, sidewalks or curbs.

(d) Construction and installation by Grantee, once commenced, shall proceed continuously and diligently until completion and such construction and installation shall be carried on in such a fashion so as to not interfere with the use and maintenance of the other portions of the Easement Area or the Grantor Property, or the improvements located thereon. During such construction and installation, Grantee shall cause the area of construction, the remainder of the Easement Area and any adjoining land to be kept clean and free of trash and debris related to Grantee's construction. Following such construction and installation by Grantee, the area of construction and any improvements thereon, as well as the remainder of the Easement

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Area and any adjoining land which was damaged by Grantee's construction activities shall be returned by Grantee, at its sole cost and expense, to the condition existing prior to said construction work. If Grantee fails to return the area of construction and any improvements thereon, and the remainder of the Easement Area and the adjoining lands which were damaged by Grantee's construction activities, to their original condition, as aforesaid, Grantor shall have the right to do so at Grantee's expense, whereupon Grantee shall immediately reimburse Grantor for all monies expended to do so. Nothing herein shall serve as authorization for Grantee to utilize or traverse any other portion of the Easement Area in connection with Grantee's construction except the portion of the Easement Area shown on the plans and specifications approved in writing by Grantor as provided hereinabove (or deemed approved by Grantor as provided hereinabove), and as to such portion of the Easement Area such use thereof may be made only as permitted in this Agreement.

(e) Grantee does hereby agree to indemnify and hold Grantor harmless from any and all losses, claims, damages, expenses, liabilities, causes of action, judgments, expenses, litigation expenses (including attorneys' fees incurred at all trial and appellate levels) or other damages incurred in any fashion by Grantor as a result of the construction activities of Grantee as provided herein or with respect to Grantee's use or operation of any utility improvements in the Easement Area.

(f) Grantee shall furnish to Grantor within thirty (30) days after completion of the applicable construction a full and complete waiver of lien in accordance with the provisions of the Florida Construction Lien Law, as the same may be amended or supplemented from time to time, from any contractor or materialman providing contracting services, labor or supplies with respect to the construction on the Easement Area.

(g) Prior to performing any maintenance, repairs, replacement, or reconstruction of the utility improvements, if applicable for such maintenance, repairs, replacement, or reconstruction, Grantee shall provide to Grantor, for Grantor's review and approval, all plans and specifications for the contemplated maintenance, repairs, replacement, or reconstruction. If applicable, Grantor agrees that upon written request by Grantee (delivered in accordance with the notice provisions of this Agreement) for Grantor's consent as required in this subsection (g), Grantor's consent shall be presumed to have been given unless written notice to the contrary is received by Grantee within ten (10) business days of Grantor's receipt of such written request and the plans and specifications; provided, that Grantee agrees that the foregoing terms of this subsection (g) are expressly conditioned on any request for Grantor's consent under this subsection (g) containing the following statement on the top of the first page of the request conspicuously printed or stamped: "FAILURE OF GRANTOR TO TIMELY RESPOND TO THIS REQUEST MAY RESULT IN GRANTOR'S CONSENT BEING DEEMED GIVEN IN ACCORDANCE WITH THE TERMS OF THE EASEMENT AGREEMENT." No such work shall be undertaken unless the plans therefor, if any, are approved in writing by Grantor (or deemed approved as provided hereinabove). Notwithstanding the foregoing, Grantee shall promptly perform emergency repairs without the prior approval of Grantor in the event that such repairs must be performed on an emergency basis to avoid injury to persons or property. It shall be Grantee's sole responsibility to comply with all applicable laws, ordinances, rules and

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regulations in its maintenance, repairs, replacement, or reconstruction of the utility improvements pursuant to this Agreement, and Grantor's approval (or deemed approval) or disapproval of any plans and specifications presented to it for review hereunder shall not be construed as Grantor's representation or opinion as to the proposed work's compliance with applicable laws, ordinances, rules and regulations. Prior to performing any such maintenance, repairs, replacement, or reconstruction, Grantee shall comply with all terms and provisions of this Agreement, including, without limitation, the terms and provisions of subparagraphs (b) through (f) hereinabove. Grantee shall at all times bear the cost of the maintenance, repairs, replacement, or reconstruction of all portions of such utility improvements.

3. MAINTENANCE. Grantor covenants, for and on behalf of itself, its successors and assigns, that Grantor will, at all times after the same has been constructed by Grantor, keep and maintain, or cause to be kept and maintained, the paved road and landscaping on the Easement Area and the installations therein in a good state of maintenance and repair to permit access to the Easement Area, ordinary wear and tear excepted. Grantor may temporarily interrupt access to the Easement Area as reasonably required in connection with construction, repair, maintenance, resurfacing, repaving, or replacement thereof so long as such work is diligently pursued to completion and scheduled and conducted in a manner that minimizes inconvenience to the same.

If Grantor fails to do so as required by this paragraph, Grantee shall provide written notice to Grantor specifying such failure. If Grantor fails to timely cure such failure, Grantor hereby authorizes Grantee and its Permitted Users to enter upon the Easement Area, at Grantor's expense, to maintain the Easement Area. Grantor shall reimburse Grantee on demand for the reasonable cost of any maintenance and repair of the Easement Area by Grantee in accordance with the terms hereof. In addition, if Grantor fails to construct a paved roadway within the Easement Area on or before December 31, 2012, then Grantor hereby authorizes Grantee and its Permitted Users to enter upon the Easement Area, at Grantor's expense, to construct such roadway within the Easement Area. Grantor shall reimburse Grantee on demand for the reasonable cost of construction of such roadway within the Easement Area by Grantee in accordance with the terms hereof.

Grantor shall provide evidence to Grantee once each year of the maintenance costs paid by Grantor for the Easement Area, excluding any maintenance costs related to utility facilities which serve only the Grantor Property ("Costs"). The owner of Grantee Property shall, within thirty (30) days of receipt of the Costs from the owner of the Grantor Property, reimburse the owner of the Grantor Property for fifty percent (50%) of the Costs incurred by Grantor in maintaining the Easement Area; provided, however, that owner of the Grantee Property's obligation to reimburse the owner of the Grantor Property for such share of the Costs shall not commence until such time as Grantee obtains a building permit for any development or construction activity on any portion of the Grantee Property. Notwithstanding the foregoing, in the event that the Easement Area is damaged due to construction, maintenance of the utilities or drainage facilities in the Easement Area or the movement of construction or other equipment across such Easement Area, the party for whose benefit such construction or other equipment is being moved across such Easement Area shall pay all costs necessary to repair such damage.

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4. APPURTENANT EASEMENTS. The Easements hereby granted are for the benefit of the Grantee Property and the Association and are deemed to be appurtenant easements for the benefit of Grantee Property.

5. INSURANCE. Grantee shall maintain in full force and effect comprehensive public liability insurance insuring Grantor against all liability for loss of damage to person or property arising out of the use of the Easement Area by Grantee and its Permitted Users. Such insurance shall be written on an occurrence basis, in the amount of not less than \$1,000,000 per occurrence combined single limit for bodily injury. Such insurance shall be from an insurance company with a Best rating of A-VIII or better. The liability policies required hereunder shall name Grantor (and its mortgagee(s), if applicable) as an additional insured. Such insurance shall be maintained in full force and effect, without lapse in coverage, and Grantee agrees to furnish to Grantor in writing, copies of all such insurance policies and certificates of insurance evidencing that Grantor has been named an additional insured under all such policies.

In addition, prior to utilizing any easements granted herein for installation, repair or replacement of utilities or drainage facilities on the Easement Area as provided in this Agreement, Grantee shall obtain, or require its contractor to obtain, and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:

- (i) Worker's Compensation - statutory limits;
- (ii) Employers Liability \$100,000;
- (iii) Comprehensive General and Comprehensive Auto Liability as follows:
 - (A) Bodily Injury - \$1,000,000 per occurrence;
 - (B) Property Damage - \$1,000,000 per occurrence;
 - (C) Independent Contractors Liability or Owner's Protective Liability - same coverage as set forth in (i) and (ii) above;
 - (D) Products/Completed Operations Coverage which shall be kept in effect for two (2) years after completion of work;
 - (E) "XCU" Hazard Endorsement-if applicable;
 - (F) Broad Form Property Damage Endorsement;
 - (G) "Personal Injury" Endorsements; and
 - (H) "Blanket Contractual Liability" Endorsement.

Grantor shall be named as an additional insured and loss payee with respect to such insurance and such insurance shall provide that the same shall not be cancelled without at least thirty (30) days prior written notice to Grantor. If such insurance is cancelled or expires, then Grantee shall immediately stop all work on or use of the Easement Area until either the required insurance is reinstated or replacement insurance obtained.

6. INDEMNIFICATION. Grantee agrees to indemnify and hold Grantor, its affiliates, parents, subsidiaries, officers, directors and employees harmless from and against all claims, actions, judgments, liabilities, damages and expenses including, without limitation, attorneys' fees and costs incurred at all trial and appellate levels, arising or resulting, in whole or in part, from any acts or omissions of Grantee or any of its Permitted Users, or arising from the

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acts or omissions of Grantee or any of its Permitted Users causing any injury to persons, loss of life or damage to property occurring in or about the Easement Area.

7. DURATION. It is intended that the easements hereby granted shall be perpetual in nature. Notwithstanding the foregoing, Grantee may, in Grantee's sole and absolute discretion, elect to terminate this Agreement upon at least thirty (30) days' advance written notice to Grantor; provided, however, that, notwithstanding such termination, Grantee shall remain obligated for all liabilities under this Agreement which arose or accrued prior to the effective date of such termination, including, without limitation, reimbursement of the applicable portion of the Costs as provided in this Agreement. Upon the termination of this Agreement, Grantor and Grantee agree to execute a mutually acceptable termination of this Agreement which shall be recorded by Grantor in the public records of the county where the Easement Area is located.

8. NO MERGER. The current or future common ownership of fee simple title to all or any portion of the Grantor Property and all or any portion of Grantee Property shall not result in the extinguishment by merger, if applicable, of easement rights herein granted, reserved or created.

9. SUCCESSORS AND ASSIGNS. This Agreement is solely for the benefit of the parties hereto and any person or entity to which such benefits are specifically assigned by written instrument recorded in the Public Records of St. Lucie County, Florida. All of the provisions, agreements, covenants and conditions herein contained shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may be amended, in writing, by the parties to this Agreement or such other person or persons to whom the right to amend this Agreement is specifically assigned.

10. ATTORNEYS' FEES. In the event of any litigation concerning this Agreement, any provision hereof, or any right or easement granted or arising under, out of or by virtue of the execution, delivery and/or recordation of this instrument, the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees and other legal expenses related thereto including without limitation, those incurred at or before the trial level or in any appellate, bankruptcy or administrative proceeding.

11. ENFORCEMENT. The Easements contained herein shall be enforceable by any of the parties by suit for damages (excluding punitive or consequential damages), specific performance and/or mandatory and/or prohibitory injunctive relief, in addition to any other remedy provided by law or equity.

12. OVERBURDEN. It is hereby agreed that the development or redevelopment of Grantee Property and the Grantor Property shall not be deemed to overburden the utilization of the Easements as any further development and/or redevelopment of Grantee Property and/or Grantor Property as permitted by applicable governmental requirements and other restrictions applicable to such properties has been contemplated by the parties in connection with the grant of the easements hereunder.

13. COVENANT RUNNING WITH THE LAND. All provisions of this Agreement, including the benefits and burdens of same, are covenants which run with the land and which shall inure to and bind the heirs, legal representatives, successors and assigns to the parties hereto.

14. NOTICES/APPROVALS. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, postage prepaid to the address of the property owner as reflected on the tax assessor's records for the affected property.

15. AMENDMENT. This Agreement may not be modified, amended or terminated without the prior written approval of the affected owners of the Grantor Property and the Grantee Property.

16. WAIVER. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

17. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be St. Lucie County, Florida.

18. CAPTIONS. The captions and paragraph headings contained in this Agreement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of the provisions hereto.

19. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

20. SEVERABILITY. To the extent that any provision or portion of any provision of this Agreement shall be invalid or unenforceable in any circumstance, the balance of this Agreement shall be enforceable nonetheless, and the entirety of this Agreement shall be enforceable in all other circumstances.

21. TITLES. The titles of the Articles and Sections herein have been inserted as a matter of convenience or for reference only, and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

22. NEGATION OF PARTNERSHIP. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. No party shall have the right to act as an agent for another party.

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23. NO DEDICATION. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Agreement. No easements, except those expressly set forth herein shall be implied by this Agreement.

24. ALL LEGAL AND EQUITABLE REMEDIES AVAILABLE. In the event of a breach or threatened breach by Grantor or Grantee of any of the terms, covenants, restrictions or conditions hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including specific performance. In no event shall any party to this Agreement be liable under this Agreement for consequential, incidental, special or punitive damages, whether in contract, tort or under any other legal or equitable principle, with respect to a breach of any of the terms, covenants, restrictions or conditions hereof.

25. JURY TRIAL WAIVER. THE PARTIES HERETO KNOWINGLY AND VOLUNTARILY WAIVER ANY RIGHT WHICH EITHER OR BOTH OF THEM HAVE OR MIGHT HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, DEFENSES, COUNTER-CLAIMS, THIRD PARTY CLAIMS OR CONTROVERSIES, DIRECTLY OR INDIRECTLY ARISING OUT OF, OR OTHERWISE RELATED TO, THIS AGREEMENT AND THE ACTS OR FAILURES TO ACT OF THE PARTIES HERETO.

26. MISCELLANEOUS. The release of any easement, in whole or in part, shall be effective on the execution, acknowledgment and recordation by the owner of the applicable portion of the Easement Area of a document memorializing such release. The provisions of this Agreement may be waived or amended, as to any particular transaction or otherwise, only by an instrument in writing executed by or on behalf of all of the parties to this Agreement. The consent of any Permitted User shall not be required to amend or terminate this Agreement or any easements, rights or benefits created hereunder. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. The terms of this Agreement have been negotiated by the parties, and this Agreement shall not be construed or interpreted more strictly against one party than another on the grounds that the Agreement or any draft thereof was prepared by a party or its counsel. Time is of the essence of each covenant and obligation of each party to this Agreement.

SIGNATURES FOLLOW


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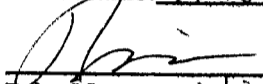
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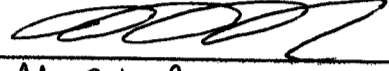
IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Agreement and have intended the same to be and become effective as of the 12th day of June, 2009.

Signed, Sealed and Delivered in the presence of:

OREGON HEALTH AND SCIENCE UNIVERSITY VACCINE AND GENE THERAPY INSTITUTE OF FLORIDA CORP., a Florida not-for-profit corporation


Print Name: ANN S. CEDARLEAF


Print Name: Nicole Y Lee

By: 
Name: MARK B. WILLIAMS
Title: COO
Date: 6/10/09

HORIZONS ST. LUCIE DEVELOPMENT, LLC, a Florida limited liability company,

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

TRADITION COMMERCIAL ASSOCIATION, INC., a Florida not-for-profit corporation,

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Agreement and have intended the same to be and become effective as of the 12th day of June, 2009.

Signed, Sealed and Delivered in the presence of:

OREGON HEALTH AND SCIENCE UNIVERSITY VACCINE AND GENE THERAPY INSTITUTE OF FLORIDA CORP., a Florida not-for-profit corporation

Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Print Name: _____

HORIZONS ST. LUCIE DEVELOPMENT, LLC, a Florida limited liability company,

Mary Christine Moore
Print Name: **Mary Christine Moore**
J. Paul Fanning
Print Name: **J. Paul Fanning**

By: *Wesley S. McCurry*

Name: **Wesley S. McCurry**

Title: **President**

TRADITION COMMERCIAL ASSOCIATION, INC., a Florida not-for-profit corporation,

Mary Christine Moore
Print Name: **Mary Christine Moore**
J. Paul Fanning
Print Name: **J. Paul Fanning**

By: *John P. Gallagher*

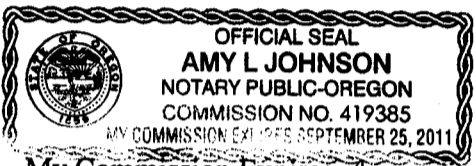
Name: **John P. Gallagher**

Title: **President**

STATE OF Oregon)
) SS:
COUNTY OF Multnomah)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Mark B. Williams, the C.D.O. of OREGON HEALTH AND SCIENCE UNIVERSITY VACCINE AND GENE THERAPY INSTITUTE OF FLORIDA CORP., a Florida not-for-profit corporation. He/she is personally known to me or who has produced OHSU ID Card as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of June, 2009.



My Commission Expires: 9-25-2011

Amy L. Johnson
Notary Public

Amy L. Johnson
Typed, printed or stamped name of Notary Public

STATE OF FLORIDA)
) SS:
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____ of HORIZONS ST. LUCIE DEVELOPMENT, LLC, a Florida limited liability company. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of June, 2009.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

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June 10, 2009

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____ of OREGON HEALTH AND SCIENCE UNIVERSITY VACCINE AND GENE THERAPY INSTITUTE OF FLORIDA CORP., a Florida not-for-profit corporation. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of June, 2009.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF St. Lucie)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Wesley S. McCurry, the President of HORIZONS ST. LUCIE DEVELOPMENT, LLC, a Florida limited liability company. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of June, 2009.



Mary Christine Moore
Notary Public

Mary Christine Moore

Typed, printed or stamped name of Notary Public

My Commission Expires:

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STATE OF FLORIDA)
) SS:
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by John P. Gallagher, the President of TRADITION COMMERCIAL ASSOCIATION, INC., a Florida corporation. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of June, 2009.



Mary Christine Moore
Notary Public

Mary Christine Moore
Typed, printed or stamped name of Notary Public

My Commission Expires:

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EXHIBIT A
GRANTOR PROPERTY

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June 10, 2009

THIS IS NOT A SURVEY

DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 34 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING A PORTION OF PARCEL 5, SOUTHERN GROW FLAT NO. 4, AS RECORDED IN PLAT BOOK 56, PAGES 19 THROUGH 23, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF PARCEL 5, OF SAID PLAT, SOUTHERN GROW FLAT NO. 4, THENCE NORTH 15°20'30" WEST, ALONG THE EASTERLY LINE OF PARCEL 5, OF SAID PLAT, A DISTANCE OF 110.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 15°20'30" WEST, A DISTANCE OF 496.09 FEET TO THE SOUTHERLY BOUNDARY OF CERN TRACT TRACT 1, OF SAID PLAT, AND A NON-TANGENT INTERSECTION WITH A CURVE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 187.00 FEET, A CHORD BEARING OF NORTH 64°49'45" EAST AND A CHORD DISTANCE OF 6.85 FEET, THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 02°05'52" AN ARC DISTANCE OF 5.85 FEET, TO A TANGENT LINE, THENCE NORTH 65°46'39" EAST, A DISTANCE OF 583.27 FEET, THENCE SOUTH 26°43'21" EAST, A DISTANCE OF 490.00 FEET; THENCE SOUTH 63°46'39" WEST, A DISTANCE OF 511.19 FEET, THENCE SOUTH 15°20'39" EAST, A DISTANCE OF 612.34 FEET TO THE NORTH LINE OF A PROPOSED RIGHT OF WAY LINE ALSO BEING A TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3071, AT PAGE 2591, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, THENCE SOUTH 79°23'11" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 60.21 FEET, THENCE NORTH 15°20'39" WEST, A DISTANCE OF 596.77 FEET; THENCE SOUTH 63°46'39" WEST, A DISTANCE OF 112.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 8.00 ACRES, MORE OR LESS.

Sheet 1 of 2
Not valid without sheet 2 of 2

MICHAEL T. KOLBZIELCZYK
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION NO. 3854

DATE OF SIGNATURE

SKETCH OF DESCRIPTION

OF
VGTI PARCEL

File: 04-261-WA-04-
VGTI PARCEL.dwg
Date: 04/05/09

Scale: 50%

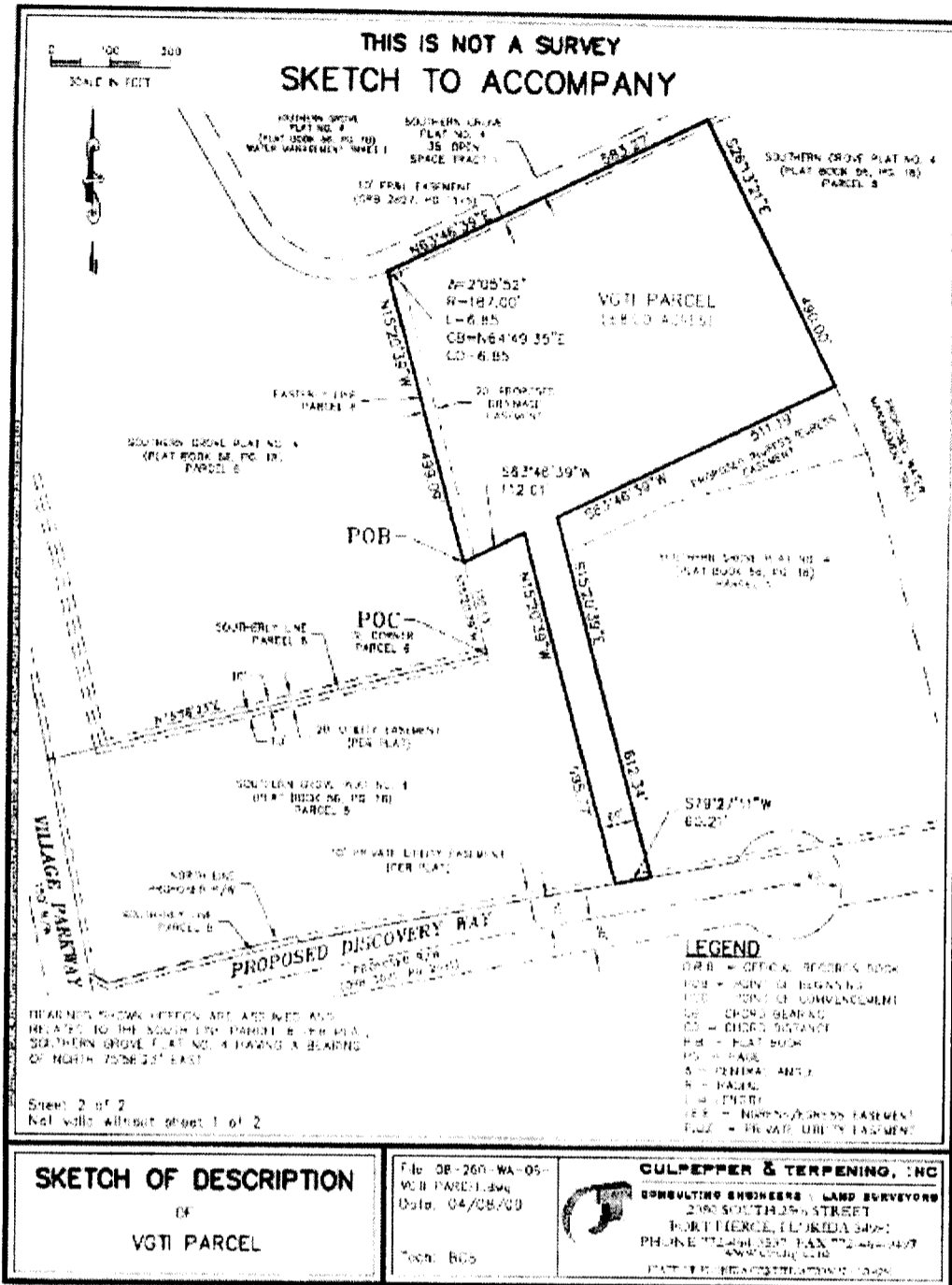


CULPEPPER & TERPENING, INC
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RM:620612231

RM:6455813:3

June 10, 2009



RM:6206121:21
 TTL:3073087:19
 April 14, 2008

RM:6455813:3

June 10, 2009

EXHIBIT "B"

Easement Area

RM:6455813:3

June 10, 2009

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN PARCEL 5, ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56, PAGE 13, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

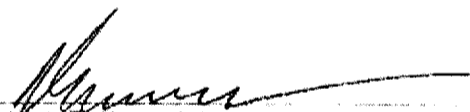
COMMENCE AT THE SOUTHEAST CORNER OF PARCEL 6 OF SAID SOUTHERN GROVE PLAT NO. 4; THENCE N15°20'39"W, ALONG THE EAST LINE OF SAID PARCEL 6, A DISTANCE OF 155.13 FEET; THENCE N63°46'39"E A DISTANCE OF 112.01 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE CONTINUE N63°46'39"E A DISTANCE OF 61.10 FEET; THENCE S15°20'39"E A DISTANCE OF 6'2.34 FEET TO THE SOUTH LINE OF SAID PARCEL 5; THENCE S79°27'11"W, ALONG SAID SOUTH LINE, A DISTANCE OF 60.21 FEET; THENCE N15°20'39"W A DISTANCE OF 595.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.832 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.


NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.


 Michael T. Kolodziejczyk
 Professional Surveyor and Mapper
 Florida Certificate No. 3864

5-29-09
 Signature Date

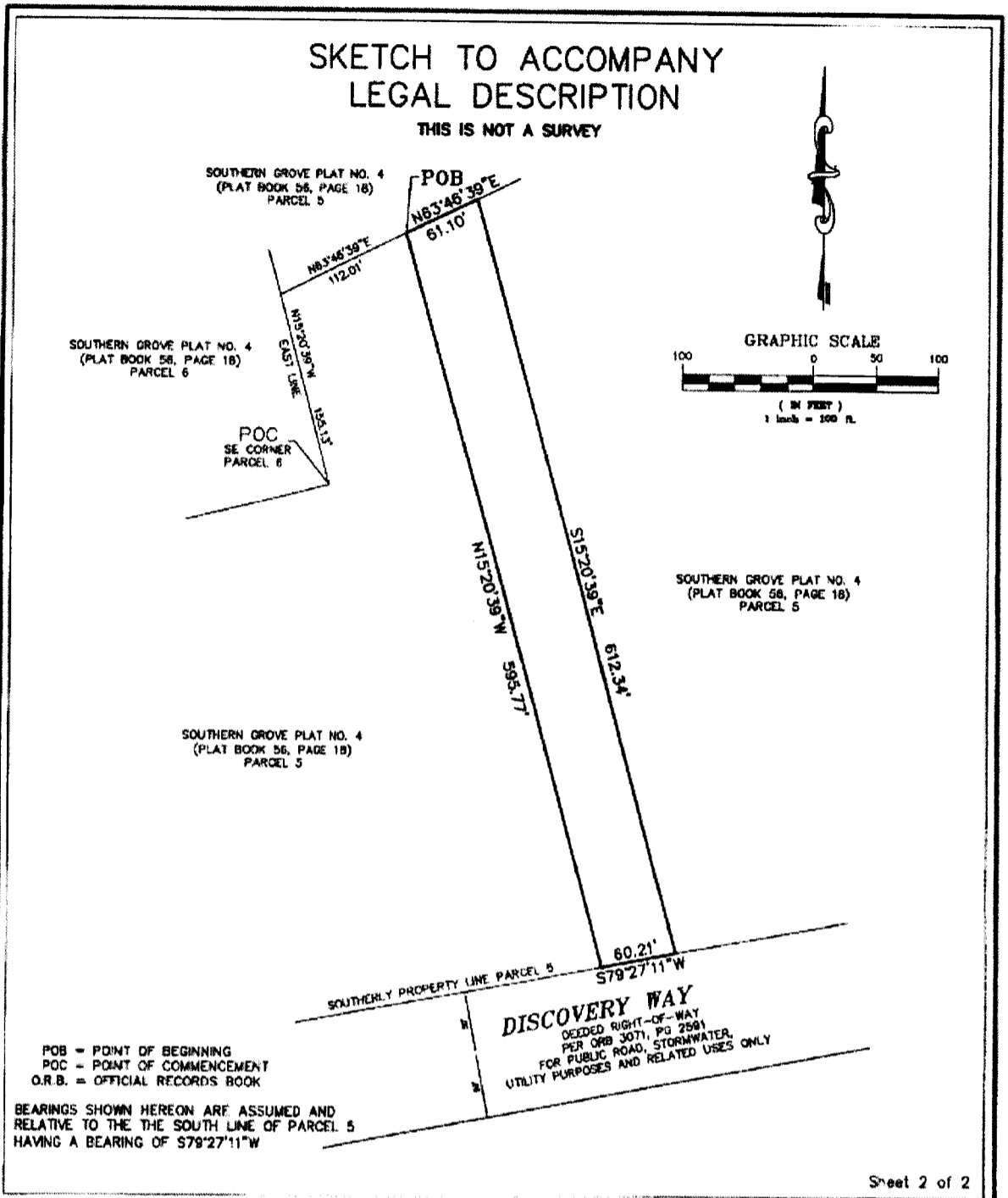
Sheet 1 of 2

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<p align="center">DESCRIPTION</p> <p align="center">OF</p> <p align="center">INGRESS & EGRESS EASEMENT</p>	<p>File: 09-078sdc i&e.dwg Date: 5-28-2009 Tech: GJM</p>	<p align="center"></p> <p>CULPEPPER & TERPENING, INC. CONSULTING ENGINEERS & LAND SURVEYORS 2980 SOUTH 25th STREET FORT PIERCE, FLORIDA 34981 PHONE 772-464-3537 FAX 772-464-9497 www.ct-eng.com STATE OF FLORIDA CERTIFICATION No. LH 428</p>
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June 10, 2009



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<p>SKETCH OF DESCRIPTION OF INGRESS & EGRESS EASEMENT</p>	<p>File: 09-078a&d 1&o.dwg Date: 5-28-2009 Tech: GLM</p>	<p>CULPEPPER & TERPENING, INC CONSULTING ENGINEERS LAND SURVEYORS 2980 SOUTH 25th STREET FORT PIERCE, FLORIDA 34981 PHONE 772-464-3337 FAX 772-464-9497 www.cteng.com <small>STATE OF FLORIDA CERTIFICATION # 18 426</small></p>
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RM:6455813:3

June 10, 2009

EXHIBIT "C"

Grantee Property

RM:6455813:3

June 10, 2009

LEGAL DESCRIPTION

BEING ALL OF PARCEL 5 OF THE PROPOSED PLAT OF SOUTHERN GROVE PLAT NO. 8, AND LYING IN PARCEL 5, ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56, PAGE 13, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

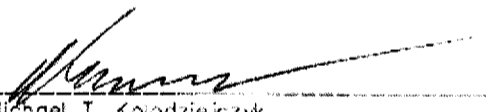
COMMENCE AT THE SOUTHEAST CORNER OF PARCEL 6 OF SAID SOUTHERN GROVE PLAT NO. 4; THENCE N15°20'39"W, ALONG THE EAST LINE OF SAID PARCEL 6, A DISTANCE OF 155.13 FEET; THENCE N63°46'39"E A DISTANCE OF 173.11 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUE N63°46'39"E A DISTANCE OF 511.19 FEET; THENCE S23°49'23"E A DISTANCE OF 241.40 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.07 FEET THROUGH A CENTRAL ANGLE OF 16°20'58" TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 350.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 125.13 FEET, THROUGH A CENTRAL ANGLE OF 20°29'02" TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.96 FEET, THROUGH A CENTRAL ANGLE OF 18°19'22"; THENCE S09°38'05"E A DISTANCE OF 270.23 FEET TO THE SOUTH LINE OF SAID PARCEL 5; THENCE S79°27'11"W, ALONG SAID SOUTH LINE OF PARCEL 5, A DISTANCE OF 521.83 FEET; THENCE N15°20'39"W A DISTANCE OF 612.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.360 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.


NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.


 Michael T. Kozodziejczyk
 Professional Surveyor and Mapper
 Florida Certificate No. 5864

6-1-09
 Signature Date

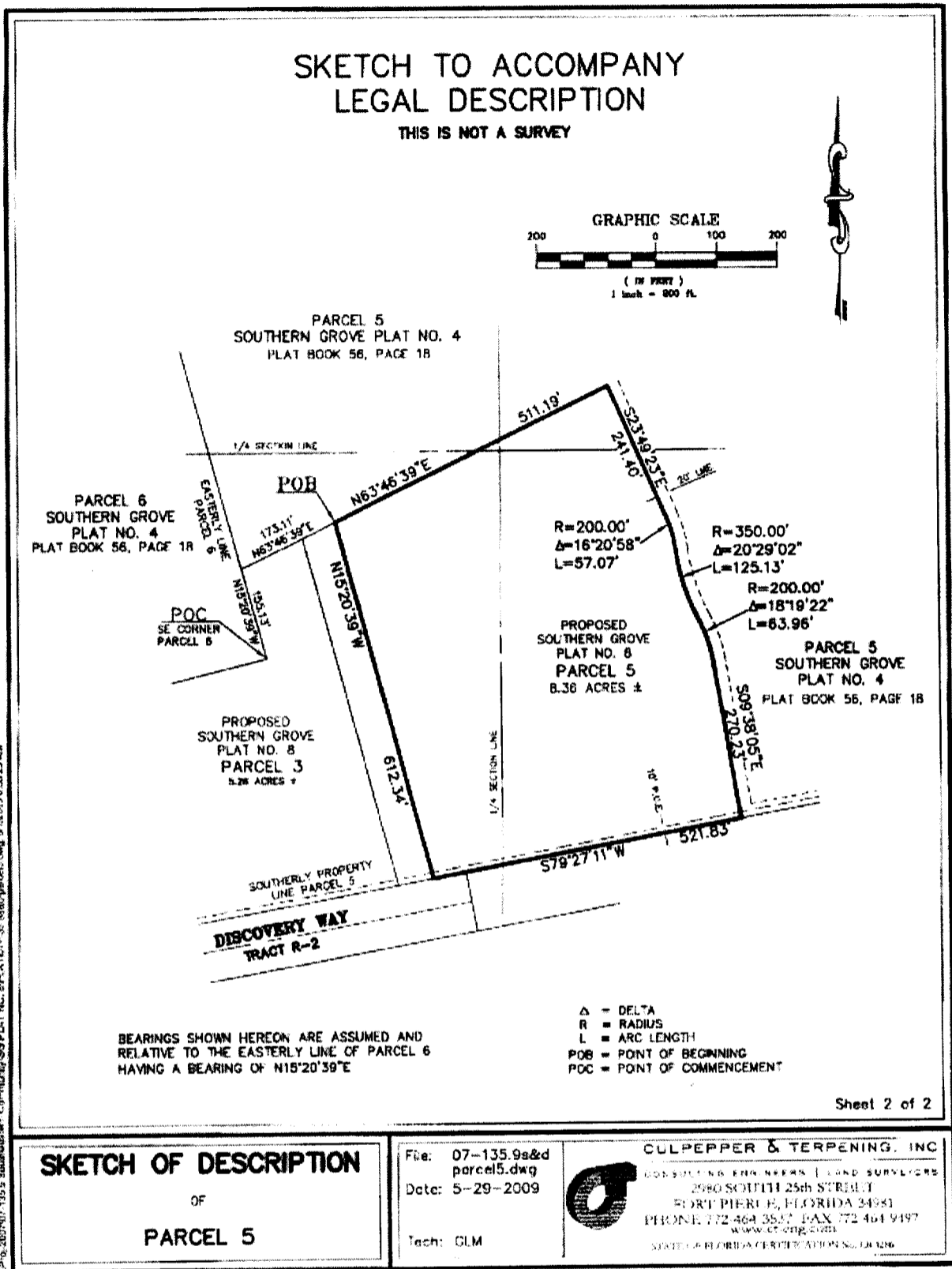
Sheet 1 of 2

C:\proj\200707\13659 Southern Groves Plat No. 8\PLAT07.dwg: 844: parcel5.dwg, 5/10/09 6:58:37 AM

<p>DESCRIPTION</p> <p>OF</p> <p>PARCEL 5</p>	<p>File: 07-13659.dwg parcel5.dwg Date: 5-29-2009 Tech: GLM</p>	 <p>CUI PEPPER & TERPENING, INC. CONSULTING AND RECORDING SURVEYORS 2980 SOUTH 25th STREET FORT PIERCE, FLORIDA 34981 PHONE 772-464-3537 FAX 772-464-0497 www.ct-tp.com STATE OF FLORIDA LICENSE # 15414</p>
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June 10, 2009



P:\proj\2007\07-135.5 Southwood\Community\SG PLAT NO. 8\A\T\1-30\Revised\parcel5.dwg 5/10/2009 6:38:29 AM

SKETCH OF DESCRIPTION
OF
PARCEL 5

File: 07-135.9a&d
parcel5.dwg
Date: 5-29-2009
Tech: GLM

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 www.cteng.com
 STATE OF FLORIDA CERTIFICATION NO. 000286

RM:6455813:3

June 10, 2009