

This Instrument prepared by
And after recording and return to:

Maria V. Currais, Esq.
Weiss Serota Helfman Cole & Bierman, PL
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134

Parcel ID: Portion of 4315-706-0002-000-0

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and delivered on November 10, 2020 by PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not for profit corporation, whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 (the "Grantor"), to JAI P. SINGH and KRISHNA SINGH, husband and wife, whose mailing address is 23 Chauncy Place, Woodbury, New York 11797 (the "Grantee") (whenever used hereunder the terms "Grantor" and "Grantee" include all the parties to this instrument; the heirs, legal representatives and assigns of individuals; and the successors and assigns of legal entities).

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee the real property situate in St. Lucie County, Florida, described as follows:

SEE EXHIBIT "A"

SUBJECT TO:

1. Taxes and assessments for the year 2021 and all subsequent years, including, but not limited to, assessments imposed by property owner associations, and assessments imposed by any governmental authority, community development district, or special assessment district which may impose and levy taxes and assessments on the Property;
2. Zoning restrictions and prohibitions imposed by governmental authority;
3. Easements, restrictions, and all other matters of record (in not being the intent to reimpose same);
4. Matters which would be shown on an accurate survey;
5. Rights of any parties in possession;
6. Any matter created by or through Grantee; and
7. The restrictive covenants set forth in Exhibit "B" to this Deed.

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.

Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, except as set forth above.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has signed and delivered this Special Warranty Deed on the date set forth above.

Witnesses:

Signature: [Handwritten Signature]

Print name: Elizabeth Hertz

Signature: [Handwritten Signature]

Print name: Diana L. Sanchez

GRANTOR:

PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not for profit corporation

By: [Handwritten Signature]
Gregory J. Oravec, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me ✓ in person or by online notary on November 10, 2020, by Gregory J. Oravec, as President of PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not for profit corporation, on behalf of the corporation therein. He is personally known to me.

Theresa Freed
Notary Public, State of Florida

SEAL

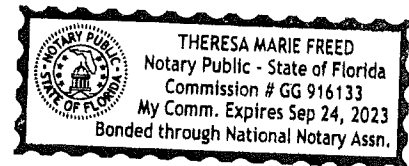


Exhibit A to Special Warranty Deed

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of St. Lucie, State of Florida, and is described as follows:

ALL OF TRACT 1, SOUTHERN GROVE PLAT NO. 29, PLAT BOOK 88, PAGE 34 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS & EXCEPT THE FOLLOWING DESCRIBED PARCEL:

BEGIN AT THE NORTHEAST CORNER OF TRACT 1, SAID CORNER BEING THE INTERSECTION OF THE EAST LINE OF SAID TRACT 1, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF DISCOVERY WAY (A VARIABLE WIDTH RIGHT-OF-WAY), THENCE SOUTH $13^{\circ}30'27''$ EAST, ALONG SAID EAST LINE, A DISTANCE OF 273.16 FEET TO THE NORTH LINE OF WATER MANAGEMENT TRACT 1, SAID SOUTHERN GROVE PLAT NO 29; THENCE SOUTH $76^{\circ}29'33''$ WEST, ALONG SAID NORTH TRACT LINE, A DISTANCE OF 28.47 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAS A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ AN ARC DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY; THENCE SOUTH $13^{\circ}30'27''$ EAST, A DISTANCE OF 41.62 FEET; THENCE SOUTH $76^{\circ}29'34''$ WEST, A DISTANCE OF 268.32 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF VILLAGE PARKWAY (A 150.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE NORTH $11^{\circ}42'39''$ WEST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 334.33 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF DISCOVERY WAY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES AND DISTANCES: NORTH $31^{\circ}07'15''$ EAST, A DISTANCE OF 36.77 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHERLY, SAID CURVE HAS A RADIUS OF 5,560.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH $15^{\circ}55'33''$ WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $03^{\circ}12'01''$ AN ARC DISTANCE OF 310.55 FEET TO THE POINT OF BEGINNING.

Exhibit B to Special Warranty Deed

RESTRICTIVE COVENANTS

The following restrictions, covenants, and provisions (collectively, "Restrictive Covenants") are a part of the conveyance described in the Special Warranty Deed ("Deed") to which these Restrictive Covenants are attached. These Restrictive Covenants are covenants running with and applicable to the land ("Land") described in the Deed and shall be binding upon Grantee and its successors and assigns.

1. **Height Restriction.** Any improvements to be constructed on the Land will be restricted to the maximum height permitted by the City of Port St. Lucie's MPUD zoning regulations in effect at the time of site plan approval for the improvements.
2. **Intended Use.** To be used for the development for a maximum amount of 39,000 square feet of Office Use and/or Retail Use. For purposes herein, Office Use is defined as administrative, business or professional uses and Retail Use is defined as retail and/or restaurant uses. Any changes in the permitted use is subject to the written approval of Grantor and acknowledgement by Grantee of any changes in assessments applicable to the Land due to the change in use.
3. **Covenant to Open and Operate.** Grantee acknowledges that its construction of the Permitted Use is a material inducement for Grantor sell the Land at the stated Purchase Price. In the event that the Grantee sells the Land to an unaffiliated, third party (i.e., any person or entity that is not an affiliate of Grantee) prior to opening for business, the Grantee agrees to pay Grantor an amount payable in cash or by wire transfer from Grantee to Grantor (the "Sales Payment") equal to fifty percent (50%) of any consideration (cash or fair market value of non-cash consideration) paid for the Land in excess of the Purchase Price paid by Grantee to Grantor plus all bona fide third party costs to carry the Land such as closing costs, brokerage commissions, taxes, assessments, insurance, interest, finance charges, etc., with respect to the purchase and sale of the Land (or prorated for portions for any of the Land upon which the Grantee did not open for business) as such costs are evidenced by reasonable documentation by Grantee, payable within five (5) days of receipt of any consideration for the Land or portions thereof by Grantee. Grantor acknowledges and agrees that (i) Grantor shall only be entitled to the Sales Payment on the first arms-length sale of the Land from Grantee to an unaffiliated third-party, and, regardless of whether such unaffiliated third party sells the land to a subsequent purchaser prior to opening, no further or additional Sales Payment shall be due to Grantor; and (ii) in the event of a foreclosure, deed in lieu or court ordered or sanctioned conveyance to an unaffiliated third party, or in connection with a condemnation or taking by eminent domain, there shall be no Sales Payment due Grantor. The provisions of this section shall be a covenant running with the Land until the earlier to occur of (the "Release Date") (i) the Grantee opening for business for one (1) day on the Land, or (ii) the first sale of the Land from Grantee (or any pre-Closing assignee of Grantee) to an unaffiliated third-party. Grantor hereby agrees to deliver to Grantee (or any pre-Closing assignee of Grantee) a release of this Covenant in recordable form promptly following the Release Date. The covenants contained herein are Surviving Obligations as defined herein and are not subject to the liquidated damages provision contained in this Agreement.
4. **Cost of Improvements.** The cost of construction of all improvements to and on the Land will be borne exclusively by Grantee, including the costs to provide on-site drainage pretreatment and to bring water and sewer lines to the Land. Grantee will be responsible for obtaining all approvals necessary for construction of improvements on the Land, including, without limitation, building permits. Grantee will be responsible for providing and installing all landscaping and trees on the Land in accordance with the requirements of applicable governmental requirements and the

approvals required under the Commercial Charter for Tradition recorded in Official Records Book 2098, Page 1697, Public Records of St. Lucie County, Florida, as amended.

5. **Grading and Drainage.** The grading of the Land will be the responsibility of Grantee. Grantee will grade the Land to meet the requirements of the drainage plan and drainage system for the Land and to meet the tie-in requirements of the master drainage system applicable to the Land, 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, manholes and drainage lines during construction of improvements on the Property. Grantee shall be responsible for removing any sedimentation caused by Grantee in the catch basins, manholes, or drainage lines of any existing development owned by Grantor. Grantor reserves the right after 10 days written notice to Grantee (or without notice in the case of emergency) to enter onto any portion of the Land to install filters, remove sedimentation, and correct any grading deficiencies at the cost and expense of Grantee. Grantee shall reimburse Grantor for any and all reasonable costs and expenses incurred by Grantor within 30 days after Grantor delivers to Grantee a bill for such costs and expenses accompanied by reasonable supporting documentation.
6. **Irrigation.** Grantee agrees to provide an irrigation system providing 100% coverage of all landscaped or sodded areas of the Land and the areas between the Land and the adjoining public roads, if any.
7. **Grantee's Liability for Damage.** Grantee shall not damage or cause or permit to be damaged any property or improvements on any land owned by Grantor, or any Community Development District, or any commercial or residential property owners association, which improvements 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. Grantee will have full responsibility and liability for the reconstruction or repair of any such improvements which are damaged by Grantee's construction activities.
8. **Permits.** If there are water management tracts, wetlands, or other areas subject to permits issued by the South Florida Water Management District ("SFWMD") and/or Army Corp of Engineers ("ACOE") with respect to the Land (collectively, "Water Permits"), Grantee shall (i) accept a partial transfer of the Water Permits applicable to the Land, (ii) comply with the Water Permits applicable to the Land, and (iii) work under the Water Permits with others who are entitled to work under the Water Permits applicable to the Land, and/or (iv) assist in closing out the Water Permits and establishing Water Permits in Grantee's own name.
9. In addition to any design requirements set forth in any recorded documents affecting the Land, the Grantee acknowledges that any building constructed on the Land must be a minimum of two stories or, in the alternative, the building façade shall make the building appear as a two story business.
10. The Grantor has entered into an agreement with Oculus Surgical, Inc. for the construction of a sewer main to service the Land ("Sewer Main Work"). Grantee (or any successor thereof) hereby agrees ad covenants that once the Sewer Main Work is completed, it shall be responsible for payment of 25% of the cost of the Sewer Main Work.

Grantor shall have the right to assign its rights under these Restrictive Covenants to an assignee by an assignment recorded in the Public Records of St. Lucie County, Florida (such assignee being the "Assignee"). Upon such assignment, the Assignee shall have all rights of Grantor under these Restrictive Covenants and the Grantor shall no longer have such rights. After assignment of such rights to the Assignee, any waiver or amendment of these Restrictive Covenants shall require the written consent of the Assignee and not the Grantor.