

**P21-043**

**Western Grove-Esplanade II - Phase 1  
Final Plat**

TYPE

STATUS

BUILDING TYPE

**SUB**

**CUSTOMER RESPONSED**

ASSIGNED TO

**Holly Price, Rick Compitello, Dale Majewski, Melissa Perry, Michele Holler, Public Works Engineering**

ADDRESS

PARCEL #

SECTION

BLOCK

LOT

**WesternGrove**

LEGAL DESCRIPTION

**See attached plat**

SITE LOCATION

**North of Westcliffe Lane, Just west of Vitalia at Tradition**

CURRENT LANDUSE

PROPOSED LANDUSE

CURRENT ZONING

PROPOSED ZONING

**NCD**

**MPUD**

ACREAGE

NON-RESIDENTIAL SQ. FOOTAGE

NO. OF RESIDENTIAL UNITS

**24**

NO. OF LOTS OR TRACTS

NO. OF SHEETS IN PLAT

**6**

**24**

UTILITY PROVIDER

**CITY OF PORT ST. LUCIE**

DESCRIBE REQUEST

**We are requesting to replat Phase 1 of Esplanade at Tradition consistent with the SPRC approved modification plans.**

Primary Contact Email

**kinan.husainy@kimley-horn.com**

**AGENT/APPLICANT**

FIRST NAME	LAST NAME	
<b>Kinan</b>	<b>Husainy</b>	
ADDRESS		
<b>445 24th Street, Ste 200</b>		
CITY	STATE	ZIP
<b>Vero Beach</b>	<b>FL</b>	<b>32960</b>
EMAIL	PHONE	
<b>kinan.husainy@kimley-horn.com</b>	<b>7727944100</b>	

**PROPERTY OWNER**

FIRST NAME	LAST NAME	
ADDRESS		
CITY	STATE	ZIP
EMAIL	PHONE	

**AUTHORIZED SIGNATORY OF CORPORATION**

FIRST NAME	LAST NAME	
ADDRESS		
CITY	STATE	ZIP
EMAIL	PHONE	

**PROJECT ARCHITECT/ENGINEER**

FIRST NAME	LAST NAME	
<b>Kinan</b>	<b>Husainy</b>	
ADDRESS		
<b>445 24th Street, Ste 200</b>		
CITY	STATE	ZIP
<b>Vero Beach</b>	<b>FL</b>	<b>32960</b>
EMAIL	PHONE	
<b>kinan.husainy@kimley-horn.com</b>	<b>7727944100</b>	

This Instrument Was Prepared  
By And Should Be Returned To:

Steven R. Parson, Esquire  
SHUTTS & BOWEN LLP  
525 Okeechobee Blvd., Suite 1100  
West Palm Beach, Florida 33401

Tax Folio Nos.: [4305-131-0001-000/8;  
4305-322-0001-000/4; 4305-100-0000-000/5  
4308-000-0000-000/7; 4308-501-0001-000/2;  
And 4308-501-0001-020/8]

**SPECIAL WARRANTY DEED  
(Phase 1)**

THIS SPECIAL WARRANTY DEED, executed as of the 5<sup>th</sup> day of April, 2019, by **MATTAMY PALM BEACH LLC**, a Delaware limited liability company (the "**Grantor**"), whose mailing address is 1500 Gateway Boulevard, Suite 212, Boynton Beach, FL 33426, to **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation (the "**Grantee**"), whose mailing address is 2600 Lake Lucien Drive, Suite 350, Maitland, FL 32751, Attn: Brian Brunhofer.

**WITNESSETH:**

That Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is acknowledged, has granted, bargained, and sold to Grantee and Grantee's heirs and assigns forever, the following described real property situate, lying, and being in St. Lucie County, Florida, and legally described as follows:

See **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").

**TOGETHER** with all easements, tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property, and the reversion and reversions, remainder and remainders, rents, issues, and profits of the Property, and all the estate, right, title and interest whatsoever of the Grantor in and to the Property, with the hereditaments and appurtenances to the Property.

**SUBJECT**, however, to real property taxes and assessments for the year 2019 and subsequent years, applicable zoning ordinances, and those matters set forth on **Exhibit "B"** attached hereto ("**Existing Exceptions**"); provided, however, that nothing herein shall be deemed to reimpose any of the foregoing; and those matters listed on **Exhibit "C"** attached hereto ("**Additional Covenants and Restrictions**").

Grantor, as the successor "Developer" pursuant to Resolution 16-R24 by the City of Port St. Lucie adopting the Amended and Restated Development Order for the Western Grove Development of Regional Impact, as memorialized by that Notice of Adoption of the Amended and Restated Development Order for the Western Grove Development of Regional Impact recorded in Official Records Book 3864, Page 1792, Public Records of St. Lucie County, Florida, as amended from time to time (the "**Western Grove Development Order**"), hereby

assigns to Grantee certain Western Grove DRI entitlements for the development of up to three hundred eighty (380) residential units on the portion of the Land lying within the Western Grove DRI.

Grantor, as the successor "Developer" pursuant to Resolution 16-R95 by the City of Port St. Lucie adopting the Amended and Restated Development Order for the Tradition Development of Regional Impact, as memorialized by that Notice of Adoption of the Amended and Restated Development Order for the Tradition Development of Regional Impact recorded in Official Records Book 3864, Page 1840, Public Records of St. Lucie County, Florida, as amended from time to time (the "**Tradition Development Order**"), hereby assigns to Grantee certain Tradition DRI entitlements for the development of up to twenty (20) residential units on the portion of the Land lying within the Tradition DRI.

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


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

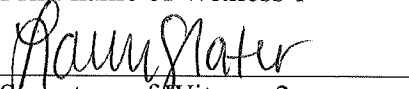
**IN WITNESS WHEREOF**, Grantor has executed this Special Warranty Deed as of the day and year first above written.

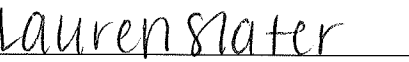
Signed, sealed, and delivered  
in the presence of:

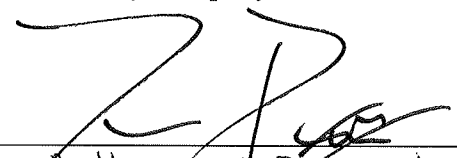
**MATTAMY PALM BEACH LLC**, a Delaware  
limited liability company

  
\_\_\_\_\_  
Signature of Witness 1

  
\_\_\_\_\_  
Print name of Witness 1

  
\_\_\_\_\_  
Signature of Witness 2

  
\_\_\_\_\_  
Print name of Witness 2

  
By: \_\_\_\_\_  
Name: Anthony J. Palumbo  
Title: Vice President

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April, 2019, by Anthony J. Palumbo, as Vice President of MATTAMY PALM BEACH LLC, a Delaware limited liability company, on behalf of the company. She/He is personally known to me or has produced \_\_\_\_\_ as identification.

OFFICIAL NOTARIAL SEAL:



Jennifer Hamilton  
Jennifer Hamilton

(type, print, or stamp name)  
Notary Public, State of Florida

Commission No. GG 187372

My Commission Expires: 4/15/2022

**EXHIBIT "A"****LEGAL DESCRIPTION OF PROPERTY**

A PARCEL OF LAND LYING IN SECTIONS 5, 6 AND 8, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF FERNLAKE DRIVE, AN 80 FOOT WIDE RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORD BOOK 3071, PAGE 2612 (EXHIBIT "B"), A PORTION OF TRADITION PLAT NO. 62 AS RECORDED IN PLAT BOOK 60, PAGE 22, A PORTION OF WESTERN GROVES TRACTS A AND B, AS RECORDED IN OFFICIAL RECORD BOOK 4153, PAGE 856 AND A PORTION OF PARCEL 14-14, PARCEL 14-5A AND PARCEL 14-5B AS RECORDED IN OFFICIAL RECORD BOOK 3274, PAGE 915 ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRADITIONS PLAT NO. 77, AS RECORDED IN PLAT BOOK 76, PAGE 27 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE, ALONG THE WEST LINE OF SAID TRADITIONS PLAT NO. 77, SOUTH  $13^{\circ}12'00''$  EAST, A DISTANCE OF 4220.66 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID TRADITION PLAT NO. 62; THENCE, ALONG SAID NORTH LINE SOUTH  $81^{\circ}33'53''$  WEST, A DISTANCE OF 621.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1130.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $5^{\circ}23'17''$ , A DISTANCE OF 106.26 FEET; THENCE NORTH  $53^{\circ}22'26''$  WEST, A DISTANCE OF 15.42 FEET TO A POINT OF INTERSECTION WITH EAST LINE OF FERNLAKE DRIVE AND THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 760.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH  $87^{\circ}04'31''$  EAST; THENCE SOUTHERLY ALONG SAID EAST LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $10^{\circ}28'50''$ , A DISTANCE OF 139.02 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID TRADITION PLAT NO. 62; THENCE, DEPARTING SAID EAST LINE, ALONG SAID SOUTH LINE, SOUTH  $70^{\circ}06'08''$  WEST, A DISTANCE OF 40.25 FEET; THENCE SOUTH  $81^{\circ}44'23''$  WEST, A DISTANCE OF 40.17 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF WESTCLIFFE LANE, AS RECORDED IN OFFICIAL RECORD BOOK 3071, PAGE 2612 OF SAID PUBLIC RECORDS AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 50.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH  $76^{\circ}31'48''$  WEST; THENCE, ALONG THE SAID NORTH LINE, THE FOLLOWING EIGHT (8) COURSES, SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $55^{\circ}30'50''$ , A DISTANCE OF 48.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 110.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $8^{\circ}37'53''$ , A DISTANCE OF 16.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $51^{\circ}19'04''$ , A DISTANCE OF 44.78 FEET TO THE POINT OF TANGENCY; THENCE SOUTH  $84^{\circ}43'49''$

WEST, A DISTANCE OF 174.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $45^{\circ}17'00''$ , A DISTANCE OF 869.38 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $49^{\circ}59'11''$  WEST, A DISTANCE OF 1546.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $39^{\circ}18'59''$ , A DISTANCE OF 823.44 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $89^{\circ}18'10''$  WEST, A DISTANCE OF 11.19 FEET; THENCE, DEPARTING SAID NORTHERLY LINE, NORTH  $00^{\circ}41'50''$  EAST, A DISTANCE OF 727.60 FEET; THENCE NORTH  $14^{\circ}45'25''$  WEST, A DISTANCE OF 10.86 FEET; THENCE SOUTH  $68^{\circ}58'56''$  EAST, A DISTANCE OF 194.24 FEET; THENCE SOUTH  $63^{\circ}29'41''$  EAST, A DISTANCE OF 208.72 FEET; THENCE SOUTH  $34^{\circ}58'05''$  EAST, A DISTANCE OF 190.03 FEET; THENCE NORTH  $78^{\circ}41'25''$  EAST, A DISTANCE OF 108.04 FEET; THENCE NORTH  $15^{\circ}46'46''$  WEST, A DISTANCE OF 234.47 FEET; THENCE NORTH  $72^{\circ}31'26''$  EAST, A DISTANCE OF 42.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 238.83 FEET FROM WHICH A RADIAL LINE BEARS NORTH  $35^{\circ}06'30''$  EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $51^{\circ}24'43''$ , A DISTANCE OF 214.30 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $73^{\circ}41'47''$  EAST, A DISTANCE OF 317.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 646.18 FEET FROM WHICH A RADIAL LINE BEARS NORTH  $67^{\circ}15'25''$  EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $1^{\circ}13'26''$ , A DISTANCE OF 13.80 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 10024.96 FEET FROM WHICH A RADIAL LINE BEARS NORTH  $73^{\circ}44'29''$  EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $1^{\circ}55'12''$ , A DISTANCE OF 335.95 FEET; THENCE NORTH  $14^{\circ}51'13''$  WEST, A DISTANCE OF 18.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 219.62 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $88^{\circ}21'24''$ , A DISTANCE OF 338.68 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $73^{\circ}30'11''$  EAST, A DISTANCE OF 117.59 FEET; THENCE NORTH  $74^{\circ}09'15''$  EAST, A DISTANCE OF 652.19 FEET; THENCE NORTH  $70^{\circ}21'10''$  EAST, A DISTANCE OF 228.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 673.23 FEET FROM WHICH A RADIAL LINE BEARS NORTH  $59^{\circ}32'17''$  EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $18^{\circ}55'06''$ , A DISTANCE OF 222.29 FEET; THENCE NORTH  $78^{\circ}49'01''$  EAST, A DISTANCE OF 139.95 FEET; THENCE NORTH  $74^{\circ}44'52''$  EAST, A DISTANCE OF 50.14 FEET; THENCE NORTH  $79^{\circ}17'48''$  EAST, A DISTANCE OF 140.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 285.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH  $79^{\circ}17'48''$  EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $5^{\circ}16'56''$ , A DISTANCE OF 26.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 950.84 FEET; THENCE NORTHERLY

ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $19^{\circ}29'36''$ , A DISTANCE OF 323.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 422.69 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $8^{\circ}47'20''$ , A DISTANCE OF 64.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $16^{\circ}07'32''$  WEST, A DISTANCE OF 166.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 120.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $30^{\circ}19'08''$ , A DISTANCE OF 63.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 210.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $46^{\circ}44'22''$ , A DISTANCE OF 171.31 FEET; THENCE NORTH  $16^{\circ}33'34''$  WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH  $74^{\circ}03'19''$  EAST, A DISTANCE OF 716.36 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF PORT ST, LUCIE, ST. LUCIE COUNTY, FLORIDA.

CONTAINING 8,542,244 SQUARE FEET / 196.1029 ACRES MORE OR LESS.



**EXHIBIT "B"****EXISTING EXCEPTIONS**

1. Ordinance No. 95-039 (Land Use and Development) recorded October 27, 1995 in Book 981, Page 1615, together with Ordinance No. 00- 002 recorded May 23, 2000 in Book 1301, Page 2302.
2. Developer Agreement recorded February 21, 2000 in Book 1281, Page 382.
3. Settlement Agreement Including Impact Fee Credit Agreement by and between St. Lucie County, Florida and Development Entities as recorded November 20, 2007 in Book 2906, Page 1203, together with: Impact Fee Pre-Payment Agreement recorded December 17, 2009 in Book 3154, Page 2521; Assignment of Land Use Entitlements recorded September 19, 2011 in Book 3325, Page 1285; Notice of Assignment of Impact Fees recorded April 15, 2014 in Book 3621, Page 2909; Notice of Adoption of the Amended and Restated Development Order for the Tradition Development of Regional Impact recorded May 4, 2016 in Book 3864, Page 1840, Assignment and Assumption of Development Rights recorded July 5, 2018 in Book 4153, Page 873, and Assignment and Assumption recorded July 5, 2018 in Book 4153, Page 889.
4. Notice of Establishment of the Westchester No. 4 Community District recorded October 19, 2001 in Book 1446, Page 1344; together with and as affected by: Ordinance 01-013 recorded October 31, 2001 in Book 1450, Page 1170 (CDD 4); Ordinance 02-013 recorded April 2, 2002 in Book 1509, Page 1582 (CDD 4); Interlocal Agreement between St. Lucie County and Westchester Community Development Districts Number One through Four recorded April 24, 2002 in Book 1518, Page 2469; District Development Interlocal Agreement recorded May 8, 2002 in Book 1525, Page 866; Final Judgment Validating Bonds recorded June 3, 2002 in Book 1535, Page 80, and Final Judgment Validating Bonds recorded June 3, 2002 in Book 1535, Page 89; Interlocal Agreement among the Westchester Community Development District No. 1, the St. Lucie County Property Appraiser, and St. Lucie County Tax Collector recorded September 23, 2002 in Book 1584, Page 452; Agreement to Dedicate-Community Infrastructure recorded February 14, 2003 in Book 1659, Page 2439; First Amendment to Interlocal Agreement between St. Lucie County and Westchester Community Development Districts Number One through Four recorded March 21, 2003 in Book 1678, Page 1; Notice of Establishment of the Westchester Community Development District No. 4 recorded April 16, 2003 in Book 1694, Page 411; First Amendment to Agreement to Dedicate-Community Infrastructure recorded December 30, 2003 in Book 1871, Page 2586; Declaration of Consent to Imposition of Special Assessments recorded in Book 1881, Page 2114, (CDD 1-5) Notice of Special Assessments for Series 2003 Bonds recorded in Book 1881, Page 2139. (CDD 1-5) First Amendment to Interlocal Agreement recorded February 12, 2004 in Book 1899, Page 932; Ordinance No. 06-036 recorded September 7, 2006 in Book 2651, Page 23; Second Amendment to District Development Interlocal Agreement as recorded March 1, 2007 in Book 2770, Page 1562; Notice of Establishment of the Tradition Community Development District No. 7 recorded October 24, 2006 in Book 2685, Page 706;

- Amended and Restated District Development Interlocal Agreement recorded June 11, 2008 in Book 2983, Page 1074, Notice of Financing Plan and Maintenance of Improvements Tradition Community Development District Nos. 1 through 10 recorded November 13, 2012 in Book 3453, Page 643; Amended and Restated Notice of Financing Plan and Maintenance of Improvements Tradition Community Development District Nos. 1 through 10 recorded October 24, 2014 in Book 3684, Page 473; and Assignment of Dedications, Reservations, Easements, and Rights-of-Way from Tradition Irrigation Company, LLC to Tradition Community Development District No. 1 recorded August 11, 2017 in Book 4030, Page 1147.
5. Terms, conditions, provisions, easements, rights and obligations contained in that Reservoir Access Easement Agreement by and between A. Duda And Sons, Inc., a Florida corporation, Westchester Development Company, LLC, a Florida limited liability company, and Horizons St. Lucie Development, LLC, a Florida limited liability company, recorded on June 6, 2002 in Book 1536, Page 1754.
  6. City of Port St. Lucie Utility Systems Department Commercial Service Agreement/Permits to Connect as recorded July 8, 2008 in Book 2992, Page 2146, together with: Merged, Amended and Restated Utility Service Agreement for by and between the City of Port St. Lucie and PSL Acquisitions, LLC, an Iowa limited liability company d/b/a PSL Acquisitions 1, LLC recorded May 4, 2012 in Book 3386, Page 1776.
  7. Resolution No. 02-06, expanding boundaries of the St. Lucie County Mosquito Control District to add Westchester Development of Regional Impact, recorded January 15, 2003 in Book 1642, Page 1802.
  8. Terms, conditions, and provisions contained in Annexation and Development Agreement by and between Westchester Development Company, LLC, a Florida limited liability company; Horizons St. Lucie Development, LLC, a Florida limited liability company; Bernard A. Egan Groves, Inc., a Florida corporation; A. Duda & Sons, Inc., a Florida corporation and the City of Port St. Lucie, a Florida municipal corporation as recorded January 28, 2003 in Book 1648, Page 2879.
  9. Terms, conditions, provision, and other matters contained in that Agreement to Dedicate Community Infrastructure recorded February 14, 2003 in O.R. Book 1659, Page 2439.
  10. Covenants, conditions, restrictions and other matters, including provisions creating easements and/or assessments contained in Community Charter for Tradition recorded in Official Records Book 1700, Page 868, as affected by: Amendment recorded June 8, 2007 in Book 2831, Page 2138; Amendment recorded June 30, 2008 in Book 2990, Page 279; Amendment recorded September 24, 2008 in Book 3017, Page 219; Amendment recorded December 9, 2008 in Book 3040, Page 2278; Amendment recorded June 29, 2009 in Book 3103, Page 1260; Amendment recorded January 12, 2010 in Book 3161, Page 2262; Amendment recorded March 17, 2010 in Book 3179, Page 718; Amendment to Community Charter for Tradition recorded September 14, 2010 in Book 3229, Page 122; Assignment of Founder's Rights recorded September 19, 2011 in

Book 3325, Page 1273; Certificate of Amendment recorded February 27, 2015 in Book 3720, Page 2573; Certificate of Amendment recorded June 27, 2017 in Book 4012, Page 2885, Assignment of Founder's Rights recorded July 5, 2018 in Book 4153, Page 946 but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

11. Terms, conditions, provisions and other matters contained in the unrecorded Capacity Agreement dated January 31, 2001 between Tradition f/k/a Westchester Development Company f/k/a St. Lucie Farms, Inc. and the City of Port St. Lucie, Florida, as affected by that unrecorded Second Capacity Agreement between Tradition, Horizons and the City, as evidenced and affected by Designation Agreement executed by Tradition Development Company, LLC, Horizons St. Lucie Development, LLC, and Reserve Homes, Ltd., L.P., recorded July 2, 2003 in Book 1745, Page 2036.
12. Terms, conditions, provisions and other matters contained in Resolution No. 02-143, to the Future Land Use Map, dated March 24, 2003, and that Land Use Allocation Agreement between Tradition Development Company, LLC and Reserve Homes, Ltd., L.P., recorded July 2, 2003 in Book 1745, Page 2042.
13. Declaration of Restrictive Covenant between Tradition Development Company, LLC and Reserve Homes Ltd., L.P., recorded July 2, 2003 in 1745, Page 2061.
14. Declaration of Restrictions by Horizons St. Lucie Development, LLC, Tradition Development Company, LLC and Horizons Acquisition 5, LLC recorded December 29, 2006 in O.R. Book 2729, Page 2344, as affected by First Amendment to Declaration of Restrictions by and between Mann RC, LLC, a Florida limited liability company; Martin Memorial Acquisition, LLC, a Florida limited liability company; Horizons St. Lucie Development, LLC, a Florida limited liability company and Horizons Acquisition 5, LLC, a Florida limited liability company and Tradition Development Company, LLC, a Florida limited liability company as recorded September 4, 2009 in Book 3124, Page 679, and Second Amendment to Declaration of Restrictions recorded February 18, 2016 in Book 3837, Page 2609.
15. Notice of Adoption of the Amended and Restated Development Order for the Western Grove Development of Regional Impact recorded May 4, 2016 in Book 3864, Page 1792, as affected by that Assignment of Land Use Entitlements in favor of PSL Acquisitions, LLC recorded September 19, 2011 in Book 3325, Page 1285.
16. Amended and Restated Fire/EMS Development Agreement for Tradition Development of Regional Impact and Verano (f/k/a PGA Village, f/k/a Montage Reserve) Development of Regional Impact recorded June 13, 2007 in Book 2833, Page 2770.
17. Fire/EMS Development and Impact Fee Agreement recorded December 14, 2007 in Book 2916, Page 661, as affected by First Amendment recorded in Book 3062, Page 938.

18. Park and Recreation Impact Fee Credit Agreement recorded September 29, 2008 in Book 3018, Page 747.
19. Terms and conditions contained in Permit No. 56-02379-P evidenced by Notice of Environmental Resource or Surface Water Management Permit recorded March 21, 2011 in Book 3277, Page 2593.
20. Public Building Impact Fee Credit Agreement between St. Lucie County and Tradition Land Company, LLC recorded April 14, 2015 in Book 3735, Page 76, as affected by Assignment of Impact Fee Credits recorded July 5, 2018 in Book 4153, Page 992.
21. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of TRADITION PLAT NO. 62, as recorded in Plat Book 60, Page 22, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
22. Terms and conditions of the Agreement between Tradition Land Company, LLC, an Iowa limited liability company and Mattamy Palm Beach LLC, a Delaware limited liability company recorded July 5, 2018 in Book 4153, Page 893.

## EXHIBIT "C"

### ADDITIONAL COVENANTS AND RESTRICTIONS

The Land described on Exhibit "A" to this Special Warranty Deed is made subject to the covenants and restrictions set forth on this Exhibit "C" (the "**Additional Covenants and Restrictions**") which: (a) shall be covenants running with the land and binding upon Grantee and its successors and assigns; and (b) may enforced by, and in the sole discretion of, Grantor and its successors and assigns. By acceptance of said Special Warranty Deed, Grantee accepts and agrees to be bound legally by the Additional Covenants and Restrictions.

#### Permitted Use

Grantee shall develop and use the Land for construction of homes intended to be restricted to persons fifty-five (55) years of age or older for a period of thirty (30) years from the date this Special Warranty Deed is recorded (the "**Permitted Use**") and no other purpose without the prior written consent of Grantor. It is expressly understood and agreed to between the parties that there is no covenant of continuous operation but that the Land cannot be used for any other purpose other than the Permitted Use. Notwithstanding the foregoing, Grantor shall not be required to use the twenty (20) Lots in the Tradition DRI for the Permitted Use because these Lots will not be age restricted. The Land (except for the twenty (20) Lots in the Tradition DRI) shall be restricted to the Permitted Use. The age restrictions set forth herein are intended to be consistent with, and to comply with, the Florida and Federal Fair Housing Acts, including, without limitation, the Housing for Older Persons Act of 1995, any Federal and Florida regulations adopted thereto, and any related judicial decisions, as they may be amended from time to time (collectively, the "**Fair Housing Requirements**") allowing discrimination based on familial status. If the Fair Housing Requirements shall be amended, then these age restrictions for the Land shall automatically be deemed to be amended to be consistent with the Fair Housing Requirements. Notwithstanding the foregoing, the above age restrictions shall not prohibit the sale of homes to any persons (whether individually or through an entity) of any age and shall not prohibit the occupancy of homes by persons of any age; provided, however, that such sales and occupancy of homes within the Land do not affect compliance with the Fair Housing Requirements under which the Land is to be developed and operated as an age-restricted community.

#### Community Development Districts

The Tradition Community Development Districts ("**CDDs**") were formed for operation and maintenance of the Western Grove DRI and the Tradition DRI, and possible other purposes in the future. Grantee shall comply with all of the requirements of the applicable CDDs, such as those relating to the payment of operations and maintenance assessments associated with the CDDs.

#### Assessments and Entitlements

Grantor has allocated and assigned herein entitlements for the development of up to (i) three hundred eighty (380) residential units on the poriton of the Land lying within the Western Grove DRI for the Permitted Use pursuant to the Western Grove Development Order, and (ii) twenty

(20) residential units on the portion of the Land lying within the Traditon DRI pursuant to the Tradition Development Order. All future assessments based on use of the Land (CDDs, etc.) shall be based on the maximum entitlements assigned in this Special Warranty Deed to the Land, even if the actual uses developed are less than the maximum entitlements assigned to the Land.

#### Utilization of Impact Fee and Utility Credits

Provided that Grantor notifies Grantee in writing that it has available Impact Fee Credits or Utility Credits, then when Grantee is required to pay impact fees, utility connection fees, public building impact fees or other fees or exactions to applicable governmental or quasi-governmental authorities or applicable utility authorities for which Grantor has Impact Fee Credits or Utility Credits for such obligations, less and except St. Lucie Road Impact Fee Credits (as recognized by such governmental or utility authority, as applicable), then Grantee shall purchase from Grantor (or the CDDs, as applicable) such Impact Fee Credits or Utility Credits that may be lawfully assigned to Grantee by Grantor (or the CDDs, as applicable) in an amount equal to that which Grantee would otherwise have been required to pay to the applicable governmental or quasi-governmental authority or utility company at such time.

#### Irrigation System

Grantee agrees to apply for irrigation service from Tradition Community Development District No. 1 (“**TCDD1**”) on substantially similar terms and conditions as other owners and **TCDD1** customers in the Tradition development, to pay standard rates for irrigation system capacity fees and irrigation usage charges, and to comply with all rules and regulations adopted by **TCDD1** regarding such service and in effect from time to time within the respective service area (existing system or expansion system) in which the Land is located. Grantee acknowledges that it will install assemblies pursuant to **TCDD1** specifications, including without limitation, a meter assembly for **TCDD1** and all onsite irrigation improvements. Grantee agrees that, to the extent not prohibited by law, the Land shall be served exclusively by **TCDD1** and the end-user owners of the Land, or any portion thereof, shall be required to apply for irrigation service from **TCDD1** on substantially similar terms and conditions as other owners and **TCDD1** customers in the Tradition development, to pay standard rates for irrigation system capacity fees and irrigation usage charges, and to comply with all rules and regulations adopted by **TCDD1** regarding such service and in effect from time to time within the respective service area (existing system or expansion system) in which the Land is located.

#### Infrastructure and Improvements

Grantee shall construct, at its expense, all infrastructure (water management facilities, utilities, roads, public facilities) and other improvements required by governmental authorities as part of Grantee obtaining approval of its permits which are: (i) located within the perimeter boundaries of the Land; and/or (ii) located outside the perimeter boundaries of the Land but required, necessary or appropriate to serve the same, excluding those improvements related to master storm water outfall.

### Notice, Cure and Enforcement

If Grantee fails to pay any required sum or perform any required obligation on its part to be paid or performed pursuant hereto, then Grantor may provide Grantee with notice thereof (“**Notice of Grantee Default**”). In the case of a failure to: (a) pay any such sum, Grantee shall pay said sum within ten (10) days from the date of receipt of said Notice of Grantee Default; or (b) perform any such obligation, Grantee shall perform said obligation within thirty (30) days from the date of receipt of said Notice of Grantee Default, provided, however, if said obligation is of such a nature that it could not reasonably be performed within thirty (30) days, then Grantee shall: (i) promptly institute necessary cure efforts; and (ii) thereafter diligently and continuously pursue said efforts for a period of up to one hundred eighty (180) days after the receipt of said Notice of Grantee Default. If Grantee fails to cure any such matter within the applicable time periods set forth above after receipt of the Notice of Grantee Default, then it shall constitute a “**Grantee Event of Default**” hereunder. So long as a Grantee Event of Default continues, Grantor may as its sole and exclusive remedies (waiving any right to money damages except as otherwise expressly set forth herein) elect to: (i) exercise rights of self-help by paying the sum and/or performing the obligation on Grantee’s part to have been paid and/or performed, and recover from Grantee the reasonable out-of-pocket cost thereof as damages; and/or (ii) enforce these Additional Covenants and Restrictions through actions for money damages, specific performance, injunctive relief and such other remedies as may be available at law or in equity. Grantor’s remedies hereunder are mutual and non-exclusive.

### General

Except as otherwise provided herein, these Additional Covenants and Restrictions shall remain in full force and effect perpetually. In the event Grantee conveys all or any portion of the Land, the Additional Covenants and Restrictions shall apply automatically to the then owner of any such portion of the Land. These Additional Covenants and Restrictions are for the benefit of Grantor and its successors and assigns. These Additional Covenants and Restrictions will be governed by the laws of the State of Florida, and are performable in St. Lucie County, Florida where venue shall lie. These Additional Covenants and Restrictions may be amended or supplemented only by an instrument in writing executed by Grantor, its successors or assigns.