

**THIS INSTRUMENT PREPARED BY:**

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**AFTER RECORDING RETURN TO:**

Donna J. Feldman, Esq.  
FELDMAN & MAHONEY, P.A.  
2240 Belleair Road, Suite 210  
Clearwater, Florida 33764

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made and to be effective as of the 31 day of July, 2020 by **LTC Midway, LLC, a Florida limited liability company**, whose address is 7995 Mahogany Run Lane, Naples, FL 34113 (hereinafter referred to as the "Grantor"), to **Midway Glades Developers, LLC, a Delaware limited liability company**, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, FL 32256 (hereinafter referred to as the "Grantee"):

**That** the Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in St. Lucie County, Florida more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

Tax Parcel ID Number: 3302-702-0001-000/8

**Together** with all of the Grantor's interest in and to all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property.

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

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor, and that Grantor will warrant and defend Grantee's title to the Property against lawful claims of all persons claiming by, through or under Grantor but against none other, except for ad valorem taxes for 2020 and subsequent years, and the easements, restrictions, conditions and other matters of record set forth on Exhibit "B" attached hereto and incorporated herein, but this provision shall not operate to reimpose same.

*[Signature Page Follows.]*

In Witness Whereof, Grantor has executed this deed as of the day and year first above written.

WITNESSES:

GRANTOR:

Peggie H. Morris  
Signature

PEGILEE H. MORRIS  
Print Name

[Signature]  
Signature

Sarah Schaf  
Print Name

By: LTC Midway, LLC,  
a Florida limited liability company,

By: Associated Real Estate Southwest,  
Inc., a Florida corporation  
Its: Authorized and Sole Member

By: [Signature]  
Joseph D. Boff, President of Associated  
Real Estate Southwest, Inc.

STATE OF FLORIDA            )  
  )SS  
COUNTY OF COLLIER        )

The foregoing instrument was acknowledged before me by mean of ( X ) physical presence or (    ) online notarization, this 30th day of July, 2020 by Joseph D. Boff, President of Associated Real Estate Southwest, Inc., a Florida corporation, the Authorized and Sole Member of LTC Midway, LLC, a Florida limited liability company ( X ) who is personally known to me OR (    ) who produced N/A as identification.



PEGILEE H. MORRIS  
Commission # 06 267483  
Expires July 17, 2022  
Bonded thru Budget Notary Services

Peggie H. Morris  
Notary Signature

PEGILEE H. MORRIS  
Print Notary Name

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: JULY 17, 2022

**EXHIBIT "A"**

**Tract "D", of LTC RANCH WEST, according to the map or plat thereof, as recorded in Plat Book 83, Page(s) 17 through 24, inclusive, of the Public Records of St. Lucie County, Florida.**

**Exhibit "B"**

1. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.
2. Reservations as set forth in Deed from Board of Education of the State of Florida recorded in Deed Book 10, Page 139, of the Public Records of St. Lucie County, Florida.
3. Reservations as set forth in Deed from North St. Lucie River Drainage District recorded in Deed Book 134, Page 214, of the Public Records of St. Lucie County, Florida.
4. Easement in favor of Florida Power & Light Company recorded in Deed Book 234, Page 5, and as affected by instrument recorded in Official Records Book 99, Page 413, both of the Public Records of St. Lucie County, Florida.
5. Easement in favor of Florida Power & Light Company set forth in Right of Way Agreement recorded in Official Records Book 206, Page 1573, and re-recorded in Official Records Book 206, Page 2302, both of the Public Records of St. Lucie County, Florida.
6. Easement in favor of Florida Power & Light Company recorded in Deed Book 254, Page 370, of the Public Records of St. Lucie County, Florida.
7. Right of Way Agreement granted to Florida Power & Light Company recorded in Official Records Book 265, Page 1184, and Right of Way Agreement recorded in Official Records Book 302, Pages 192, 195, and 198, all of the Public Records of St. Lucie County, Florida.
8. Terms and conditions for reservations, easements, limitations and restrictions as set forth in Order of Taking for Parcel 2 and Parcel 2.15 lands to Florida Power & Light Company recorded in Official Records Book 786, Page 101, and Amended Order of Taking recorded in Official Records Book 787, Page 2179, and that certain Judgment recorded in Official Records Book 924, Page 2633, all of the Public Records of St. Lucie County, Florida. (As to Sections 9 and 10, Township 36 South, Range 39 East)
9. Terms, conditions and provisions set forth in Resolution No. 97-085 approving a Development Order for the Development of Regional Impact known as LTC Ranch recorded in Official Records Book 1081, Page 1808; Notice of Adoption of Amended Development Order for the Development of Regional Impact known as LTC Ranch recorded in Official Records Book 1312, Page 27; Notice of Adoption of an Amendment recorded in Official Records Book 2896, Page 473; Notice of Adoption of an Amendment to the Development Order for the LTC Ranch Development of Regional Impact recorded in Official Records Book 4283, Page 1175, all of the Public Records of St. Lucie County, Florida, as assigned by Assignment of Development Rights and Entitlements between Grantor, as Assignor, and Grantee, as Assignee, recorded concurrently herewith.
10. City of Port St. Lucie Ordinance 02-126 recorded in Official Records Book 1629, Page 429, of the Public Records of St. Lucie County, Florida.

11. Terms, conditions and provisions set forth in Annexation Agreement contained in Special Warranty Deed recorded in Official Records Book 1412, Page 1187, of the Public Records of St. Lucie County, Florida.
12. Terms, conditions and provisions set forth in Contribution Agreement between City of Port St. Lucie and LTC Joint Venture recorded in Official Records Book 1863, Page 1819, as affected by Assignment of Developers Rights, Licenses, Approvals and Residual Rights to Centex Homes, a Nevada general partnership recorded in Official Records Book 2565, Page 293, as assigned by unrecorded As Is Assignment and Assumption of Development Rights, dated December 6, 2017 by and between Centex Homes, a Nevada general partnership, as Assignor and LTC Midway, LLC, a Florida limited liability company, as Assignee, as affected by Affidavit recorded in Official Records Book 4389, Page 611, all of the Public Records of St. Lucie County, Florida, and Affidavit, recorded concurrently herewith.
13. Grant of Utility Easement to City of Port St. Lucie, a municipal corporation of the State of Florida recorded in Official Records Book 2408, Page 638, of the Public Records of St. Lucie County, Florida.
14. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of LTC Ranch West recorded in Plat Book 83, Pages 17 through 24, of the Public Records of St. Lucie County, Florida.
15. Educational Facilities Impact Fee Credit Agreement between LTC Midway, LLC and The School Board of St. Lucie County, Florida recorded February 3, 2020 in Official Records Book 4377, Page 1852, of the Public Records of St. Lucie County, Florida, as assigned by Assignment and Assumption of Educational Facilities Impact Fee Credit Agreement between Grantor, as Assignor, and Grantee, as Assignee, recorded concurrently herewith.
16. Unrecorded Cattle Grazing Lease Agreement between Centex Homes, a Nevada general partnership, and Lamar Rhoden dated November 2015, as assigned by Assignment and Assumption of Cattle Grazing Lease by and between Centex Homes, a Nevada general partnership, to LTC Midway, LLC, a Florida limited liability company, dated December 6, 2017, as assigned by LTC Midway, LLC, a Florida limited liability company, to Midway Glades Developers, LLC, a Delaware limited liability company, by virtue of an Assignment and Assumption of Leases, dated concurrently herewith.
17. Unrecorded Agricultural Lease between Centex Homes, a Nevada general partnership, and Thomas Produce, Inc., a Florida corporation dated June 1, 2008, as amended by Amendment to Agricultural Lease dated May 31, 2012, as assigned by Assignment and Assumption of Agricultural Lease by and between Centex Homes, a Nevada general partnership, to LTC Midway, LLC, a Florida limited liability company, dated December 6, 2017, as assigned by LTC Midway, LLC, a Florida limited liability company, to Midway Glades Developers, LLC, a Delaware limited liability company, by virtue of an Assignment and Assumption of Leases, dated concurrently herewith.