

PREPARED BY AND RETURN TO:

Christine T. Adams, Esq.
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

CH21-26/9381730

NOTE TO RECORDING CLERK: This deed conveys unencumbered property for nominal consideration from the grantor to an entity which is a directly or indirectly wholly-owned subsidiary of grantor and is exempt from Florida documentary stamp taxes pursuant to *Crescent Miami Center, LLC v. Florida Department of Revenue*, 903 So.2d 913 (Fla. 2005).

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 3rd day of August, 2021, between **PONTE VEDRA CORPORATION**, a Florida corporation ("**Grantor**"), whose address is P.O. Box 23627, Jacksonville, Florida 32241, and **NEW OUTPOST, LLC**, a Florida limited liability company (collectively, "**Grantee**"), whose address is One Independent Drive, Suite 1200, Jacksonville, Florida 32202

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, and sold to the Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of St. Johns, State of Florida, to wit:

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

Subject to those matters listed on **Exhibit "B"** attached hereto and by reference made a part hereof, which are not reimposed hereby.

And, except for those matters set forth on **Exhibit "B"** attached hereto, Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

RESTRICTIVE COVENANT

No portion of the Property shall be developed and/or operated as a site for hotel, resort, commercial event venue, restaurant, private club, or other tourism/hospitality related use. The provisions of these restrictive covenants touch and concern the Property and shall constitute covenants remaining in effect and running with the land in perpetuity. The Grantor reserves the right, with the prior written approval of Grantee, to modify or amend the terms and conditions contained in these restrictive covenants, and the right, without the prior approval of Grantee, to waive or release any or all of said terms and conditions; provided, however such modifications,

amendments, waivers, or releases shall have no force or effect unless recorded in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in his name, the day and year first above written.

Signed, sealed and delivered in the presence of:

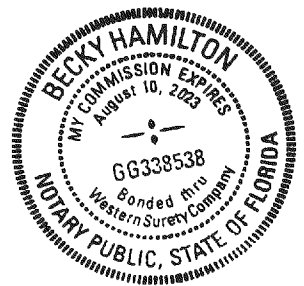
PONTE VEDRA CORPORATION, a Florida corporation

Kathy J. Brady
Print Name: KATHY J. BRADY
Virginia Ordway
Print Name: Virginia Ordway

By: *Drew D. Frick*
Name: Drew D. Frick
Title: Vice President
Address: P.O. Box 23627
Jacksonville, Florida 32241

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of August, 2021, by Drew D. Frick, the Vice President of **PONTE VEDRA CORPORATION**, a Florida corporation, on behalf of the corporation. He (check one) is personally known to me, or has produced a valid driver's license as identification.



Becky Hamilton
Print Name: _____
Notary Public, State and County Aforesaid
My Commission Expires: _____
Commission Number: _____

EXHIBIT "A"

A PORTION OF THE N. SANCHEZ GRANT, SECTION 52 TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF DEWEES GRANT, SECTION 47, TOWNSHIP 4 SOUTH, RANGE 29 EAST, SAID SOUTHWEST CORNER BEING ON THE NORTHERLY LINE OF SAID N. SANCHEZ GRANT, SECTION 52 AND THE SOUTHERLY LINE OF MAGNOLIA HAMMOCK, AS SHOWN AND RECORDED IN MAP BOOK 31, PAGES 17 THROUGH 20, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 85°21'10" EAST, ALONG LAST SAID LINE, 399.51 FEET TO EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 728, PAGE 1091 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE SOUTH 01°09'24" WEST, ALONG LAST SAID LINE, 3555.65 FEET TO THE NORTHERLY LINE OF LAST SAID LANDS AND A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE SOUTH 85°21'10" EAST, ALONG AFORESAID SOUTHERLY LINE OF MAGNOLIA HAMMOCK, ALSO BEING THE AFORESAID NORTHERLY LINE OF SECTION 52, AND ALONG THE SOUTHERLY TERMINUS OF NECK ROAD (A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 285.53 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3777, PAGE 956 OF SAID PUBLIC RECORDS; THENCE SOUTH 11°19'56" EAST, ALONG LAST SAID LINE, 24.58 FEET TO THE SOUTHERLY LINE OF LAST SAID LANDS; THENCE SOUTH 76°13'02" EAST, ALONG LAST SAID LINE, 165 FEET, MORE OR LESS TO THE WESTERLY EDGE OF GUANA LAKE, ALSO KNOWN AS THE LINE OF DEMARCATION BETWEEN UPLAND AREAS ABOVE AND BELOW THE "LANDWARD EXTENT OF WATERS OF THE STATE"; THENCE SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY AND EASTERLY, ALONG THE MEANDERINGS OF LAST SAID LINE, 4480 FEET, MORE OR LESS, TO THE AFORESAID NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED OFFICIAL RECORDS BOOK 728, PAGE 1091, SAID LINE BEARING SOUTH 88°50'49" EAST FROM AFORESAID REFERENCE POINT "A", THENCE NORTH 88°50'49" WEST, ALONG LAST SAID LINE, 2065 FEET, MORE OR LESS TO SAID REFERENCE POINT "A", AND CLOSE.

EXHIBIT "B"

Permitted Encumbrances

1. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
2. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
3. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
4. The nature, extent or existence of riparian rights is not insured.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.