

SUSO 3 SALERNO LP

c/o Slate Asset Management L.P.
121 King Street West, Suite 200
Toronto, Ontario M5H 3T9

May 29, 2024

Martin County Growth Management
2401 SE Monterey Road
Stuart, FL 34996

Ralph Parks
Ryan Strom
The Parks Organization LLC
601 SE Palm Beach Road
Stuart, FL 34994

**RE: Lot 2 Salerno Village Squares Shopping Center (Replat PB 17 PG 20) (the
"Property")**

Please be advised that Paul F. Wells, as Manager of Slate U.S. Holding (GP), LLC, the general partner of Slate U.S. Opportunity (No. 3) Holding (GP) L.P., the general partner of Slate U.S. Opportunity (No. 3) Holding L.P., the manager of SUSO 3 Salerno GP LLC, the general partner of SUSO 3 Salerno LP (the "**Owner**"), which is the owner of the Property, hereby make, constitute, and appoint Ralph Parks and Ryan Strom of The Parks Organization LLC in its name, place and stead, to execute and sign any and all submittal applications or instruments pertaining to the Property located in Martin County, Florida and with respect to the termination of the Unity of Title encumbering the Property, provided that Owner incurs no cost, liability or obligation with respect to such submittal applications or instruments.

Sincerely,

SUSO 3 SALERNO LP, a Delaware limited partnership

By: SUSO 3 Salerno GP LLC, its general partner

By: Slate U.S. Opportunity (No. 3) Holding L.P., its manager

By: Slate U.S. Opportunity (No. 3) Holding (GP) L.P., its general partner

By: Slate U.S. Holding (GP), LLC, its general partner

By:



Paul F. Wells, Manager

SUSO 3 SALERNO LP

c/o Slate Asset Management L.P.
121 King Street West, Suite 200
Toronto, Ontario M5H 3T9

STATE OF NEW YORK
COUNTY OF ERIE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of May, 2024, by Paul F. Wells, as Manager of Slate U.S. Holding (GP), LLC, the general partner of Slate U.S. Opportunity (No. 3) Holding (GP) L.P., the general partner of Slate U.S. Opportunity (No. 3) Holding L.P., the manager of SUSO 3 Salerno GP LLC, the general partner of SUSO 3 Salerno LP, a Delaware limited partnership, on behalf of the company. He/she is ☒ personally known to me or has ☐ produced _____ as identification.

[Notary Seal]



Notary Public

Michael L. Nisengard
Notary Public, State of New York
Reg. No. 02NI6183675
Qualified in Erie County
Commission Expires 03/31/2028

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”) is made as of May 22, 2024 (the “**Amendment Effective Date**”) by and between **SUSO 3 SALERNO LP**, a Delaware limited partnership with an address of c/o Slate Asset Management L.P., 121 King Street West, Suite 200, Toronto, Ontario, M5H 3T9 Canada (“**Seller**”), and **THE PARKS ORGANIZATION LLC**, a Florida limited liability company with an address of 611 SE Palm Beach Road, Stuart, Florida 34994 (the “**Buyer**”; Buyer and Seller are each referred to herein as a “**party**” and, collectively, as the “**parties**”).

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of November 1, 2023 (the “**Purchase Agreement**”), pursuant to which Seller agreed to sell and Buyer agreed to purchase the Property (as defined in the Purchase Agreement); and

WHEREAS, the parties agree to amend certain terms and provisions of the Purchase Agreement pursuant to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals Incorporated; Capitalized Terms.** The foregoing recitals are true and correct and are incorporated into and made a part of this Amendment. Unless otherwise defined herein, capitalized terms herein shall have the same meaning as ascribed to them in the Purchase Agreement.
2. **Purchase Price.** Section 2.1 of the Purchase Agreement is modified to provide that the Purchase Price is Four Hundred Thirty Thousand and 00/100 Dollars (\$430,000.00).
3. **Approval Period.** Section 3.4 of the Purchase Agreement is modified to provide that the Approval Period shall expire at 5:00 PM EST on July 22, 2024. If Buyer has not received final approval from Martin County of the termination of the Unity of Title (see Section 3.4 of the Purchase Agreement) on or prior to July 22, 2024, Buyer may extend the Approval Period for one (1) additional period of up to sixty (60) days (the “Approval Period Extension”). Buyer shall exercise the Approval Period Extension by, prior to the expiration of the Approval Period, time being of the essence (a) providing Seller with written notice of such extension; and (b) providing Escrow Agent with an additional deposit of Thirty Thousand Dollars (\$30,000) (the “Approval Period Extension Deposit”). The Approval Period Extension Deposit shall constitute part of the Additional Deposit under the Purchase Agreement, and Escrow Agent shall hold and disburse the Approval Period Extension Deposit accordingly.
4. **Closing.** Section 5.1 of the Purchase Agreement is modified to provide that the Closing Date shall be the later of (a) fifteen (15) days after expiration of the Approval Period, as may be extended pursuant to Section 3 of this Amendment or (b) five (5) business days after

Seller receives a release from its mortgage which encumbers the Property (such mortgage recorded in O.R. Book 3192, page 2796, in the Public Records of Martin County, Florida).

5. **Additional Deposit.** The parties acknowledge and agree that, as of April 4, 2024, the Additional Deposit is non-refundable to Buyer under all circumstances except a Seller default, but applicable to the Purchase Price at Closing, pursuant to and in accordance with Section 2.2(b) of the Purchase Agreement.

6. **Reaffirmation.** Except as modified by this Amendment, Seller and Buyer hereby reaffirm all terms, covenants and conditions contained in the Purchase Agreement. To the extent the terms and conditions of this Amendment conflict with the terms and conditions of the Purchase Agreement, the provisions of this Amendment shall govern and control.

7. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Amendment attached thereto. This Agreement may be executed via electronic mail and the electronic delivery of such signature of any party shall be considered valid, binding and effective for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

SELLER:


SUSO 3 SALERNO LP, a Delaware limited partnership

By: SUSO 3 Salerno GP LLC, its general partner

By: Slate U.S. Opportunity (No. 3) Holding L.P., its manager

By: Slate U.S. Opportunity (No. 3) Holding (GP) L.P., its general partner

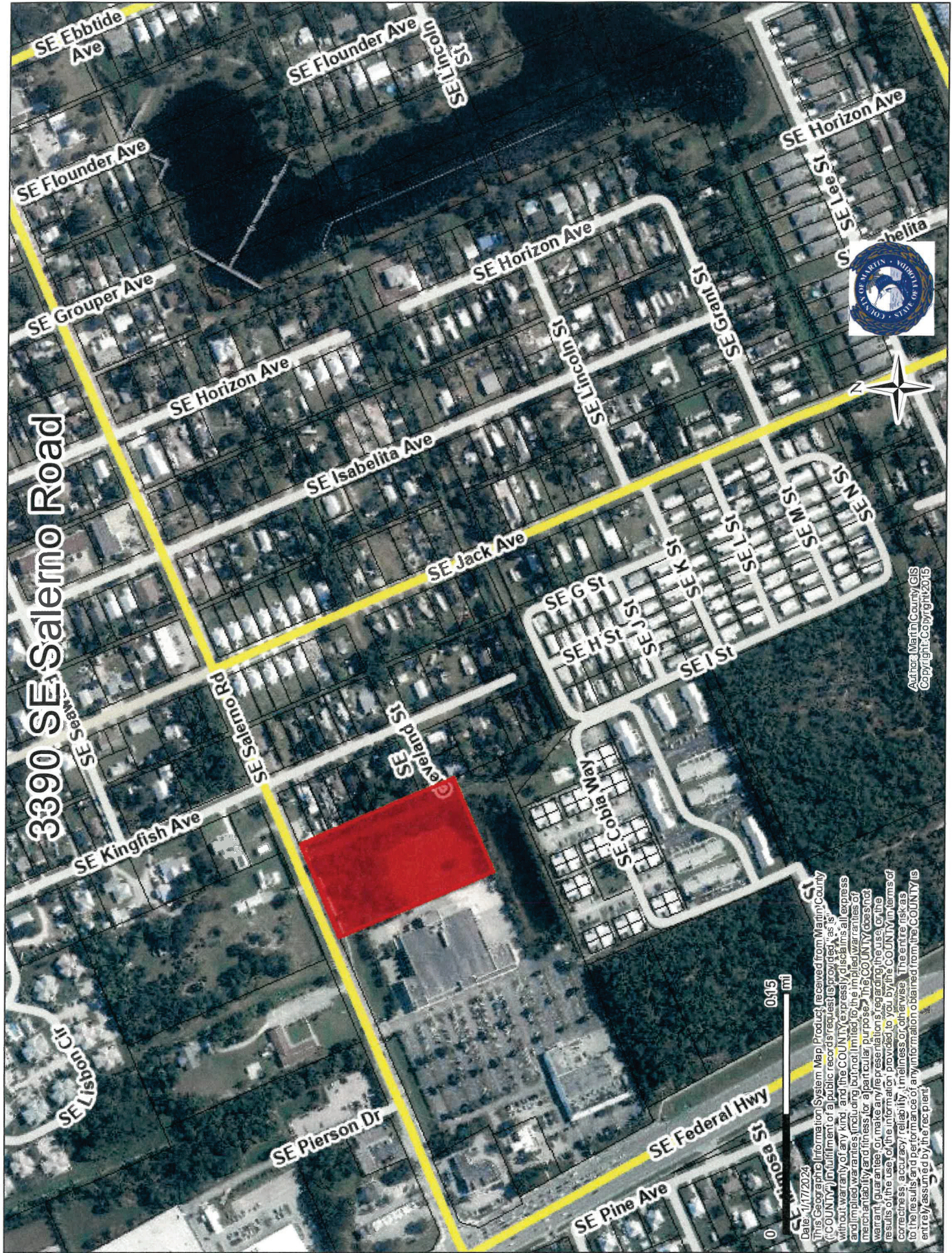
By: Slate U.S. Holding (GP), LLC, its general partner

By:  _____
Paul F. Wells, Manager

BUYER:

THE PARKS ORGANIZATION LLC, a Florida limited liability company

DocuSigned by:
By:  _____
Name: Ralph H. Parks
Its: Manager



Author: Marin County GIS
Copyright: Copyright 2015

This Geographic Information System Map Product, received from Marin County (COUNTY), is provided as a public record. The COUNTY expressly disclaims all express and implied warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient.

Date: 1/17/2024

6 pgs ①
\$52.50
consideration
\$8,700,000.00
AS \$60,900.00

Return to: JHW (FL Comm Services)
Fidelity National Title Group
5690 West Cypress St., Suite A
Tampa, FL 33607

NT14-4092

INSTR # 2450066
OR BK 2712 PG 1619
(6 Pgs)
RECORDED 04/15/2014 01:22:08 PM
CAROLYN TIMMANN
MARTIN COUNTY CLERK
DEED DOC TAX \$60,900.00

Prepared by/Return to:

Lippes Mathias Wexler Friedman LLP
665 Main Street, Suite 300
Buffalo, New York 14203
Attention: Paul Wells, Esq.

Parcel Numbers 55-38-41-741-000-00010.0000
55-38-41-741-000-00020.0000

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations received, **EQUITY ONE (FLORIDA PORTFOLIO) INC.**, a Florida corporation, successor by merger to **SALERNO VILLAGE SHOPPING CENTER, LLC**, a Florida limited liability company ("Grantor"), whose address is 1600 N.E. Miami Gardens Drive, N. Miami Beach, Florida 33179, does hereby convey to **SUSO 3 SALERNO LP**, a Delaware limited Partnership ("Grantee"), whose address is c/o Slate Properties, 200 Front Street West, Suite 2400, Toronto, ON M5V 3K2 Canada, all of Grantor's right, title and interest in and to the following described real property (the "Property") situated Martin County, Florida, together with all improvements thereon and all of Grantor's interest in all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF.

SUBJECT TO: the permitted exceptions set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

AND GRANTOR hereby binds itself and its successors to warrant and defend the title against all of the acts of Grantor and no other, subject to the matters set forth above.

If any term or provision of this Deed or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

RECEIVED

MAY 23 2024

GROWTH MANAGEMENT
DEPARTMENT

4815-5399-7337.2
46866/0016 ecarlson ec

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 7th day of April, 2014.

GRANTOR:

EQUITY ONE (FLORIDA PORTFOLIO) INC.,
a Florida corporation, successor by merger to
SALERNO VILLAGE SHOPPING CENTER
LLC, a Florida limited liability company

Sheryl C. Vainish
Witness Sheryl C. Vainstein
Karla Gomez
Witness Karla Gomez

Arthur L. Gallagher
Name: Arthur L. Gallagher
Title: Vice President

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 2nd day of April, 2014, by Arthur L. Gallagher, as Vice President of **EQUITY ONE (FLORIDA PORTFOLIO) INC.,** a Florida corporation, successor by merger to Salerno Village Shopping Center LLC, a Florida limited liability company, on behalf of the corporation. He is personally known to me or () produced _____ as identification.

NOTARY PUBLIC, State of Florida

Rose Marie Javier
Print Name: Rose Marie Javier
My Commission Expires: _____
Serial No.: _____



Exhibit "A"
Legal Description

Lots 1 and 2, SALERNO VILLAGE SQUARE SHOPPING CENTER REPLAT, according to the Plat thereof, recorded in Plat Book 17, page 20, of the Public Records of Martin County, Florida.

Copy
Copy
Copy

4815-5399-7337.2
46866/0016 ecarlson ec

Exhibit "B"
Permitted Exceptions

1. All assessments and taxes for the year 2014 and all subsequent years which are not yet due and payable.
2. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of SALERNO VILLAGE SQUARE SHOPPING CENTER recorded in Plat Book 16, page 56, of the Public Records of Martin County, Florida.
3. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of St. Lucie Inlet Farms, recorded in Plat Book 1, page 98, of the Public Records of Palm Beach (now Martin) County, Florida.
4. Drainage Easement granted to the State of Florida recorded in Official Records Book 103, page 215, of the Public Records of Martin County, Florida.
5. Terms, conditions, and provisions of that certain Short Form Lease between Southern Properties, Ltd. and Winn-Dixie Stores, Inc., recorded in Official Records Book 408, page 1467, as amended in Official Records Book 563, page 117 and Amended and Restated Short Form Lease recorded in Official Records Book 1676, page 1255; Official Records Book 1676, page 1261 and Official Records Book 1676, page 1267, all of the Public Records of Martin County, Florida.
6. Easement in favor of Florida Power & Light Company, recorded in Official Records Book 439, page 1085, of the Public Records of Martin County, Florida.
7. Restrictive Covenant Running with the Land recorded in Official Records Book 580, page 723 and re-recorded in Official Records Book 583, page 2498, as affected by that certain affidavit recorded in Official Records Book 1271, page 890, all of the Public Records of Martin County, Florida.
8. Grant of Easement to Intracoastal Utilities for water and sewer systems and their maintenance recorded in Official Records Book 600, page 2094, as subsequently transferred to Martin County recorded in Official Records Book 700, page 2492, as affected by that certain Affidavit recorded in Official Records Book 1271, page 890, all of the Public Records of Martin County, Florida.
9. Resolution Number DRC-99-10.2 of the Development Review Committee of Martin County, Florida, regarding Minor Development Final Site Plan Approval for a Winn Dixie Store and Retail Shop at Salerno Village Square with a Certificate of Public Facilities Reservations recorded in Official Records Book 1481, page 1501, of the Public Records of Martin County, Florida.
10. Unity of Title Agreement for Winn Dixie recorded in Official Records Book 1481, page 1505, of the Public Records of Martin County, Florida.
11. Covenant Running With The Land - Winn Dixie and Agreement with Martin County recorded in Official Records Book 1481, page 1511, of the Public Records of Martin County, Florida.

12. Terms, conditions, and provisions of Water and Wastewater Service Agreements, recorded in Official Records Book 1478, page 1111 and Official Records Book 2234, page 135, all of the Public Records of Martin County, Florida.
13. Assignment of Leases and Contracts to Salerno Village Shopping Center, LLC, a Florida limited liability company recorded May 8, 2002 in Official Records Book 1644, page 1117, of the Public Records of Martin County, Florida.
14. Terms, conditions, and provisions of that certain Short Form Lease by and between Salerno Village Shopping Center, L.L.C. and Winn-Dixie Stores, Inc., recorded in Official Records Book 1686, page 1266, of the Public Records of Martin County, Florida.
15. Resolution Number 02-11.13 Regarding Change in Zoning District recorded in Official Records Book 1720, page 1728, of the Public Records of Martin County, Florida.
16. Resolution Numbers 03-6.7 and 06-11.28 Regarding Revised Master and Final Site Plan Approval recorded in Official Records Book 1795, page 2429 and Official Records Book 2237, page 1669; together with Development Order Change recorded in Official Records Book 2345, page 1739, all of the Public Records of Martin County, Florida.
17. Unity of Title recorded in Official Records Book 1795, page 2435, of the Public Records of Martin County, Florida.
18. Covenant Running with the Land recorded in Official Records Book 1795, page 2439, of the Public Records of Martin County, Florida.
19. Resolution No. 06-2.6 Regarding Timetable of Development Extension recorded in Official Records Book 2130, page 1949 and Development Order Change recorded in Official Records Book 2348, page 51, all of the Public Records of Martin County, Florida.
20. Notice of Assignment of Tenant's Interest in Leases recorded in Official Records Book 2200, page 1267, of the Public Records of Martin County, Florida.
21. Terms, conditions, and provisions of Memorandum of Exclusive Property Management Agreement recorded in Official Records Book 2200, page 1290, of the Public Records of Martin County, Florida.
22. Regarding an Administrative Amendment Revised Master and Final Site Plan Approval for Salerno Village Shopping Center with a Certificate of Public Facilities Exemption recorded September 14, 2012 in Official Record Book 2600, page 2846, of the Public Records of Martin County, Florida.
23. Reciprocal Easement Agreement with Covenants Conditions and Restrictions dated August 6, 2012, recorded September 19, 2012 in Official Record Book 2601, page 2180, as amended by the Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions recorded February 11, 2014 in Official Record Book 2702, page 615, all of the Public Records of Martin County, Florida.
24. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of SALERNO VILLAGE SQUARE SHOPPING CENTER REPLAT recorded in Plat Book 17,

page 20, as affected by the Surveyor's Affidavit recorded February 22, 2013 in Official Record Book 2632, page 600, all of the Public Records of Martin County, Florida.

Copy

Copy

Copy

4815-5399-7337.1
46866/0016 ecarlson ec

MARSHA STILLER
CLERK OF CIRCUIT COURT
MARTIN COUNTY, FLA.RECORDED & VERIFIED
BY D.C.

01434894

00 MAY 19 PM 3:00

This Instrument Prepared By:

John T. Carmody, Jr., Esquire
Gunster, Yoakley, Valdes-Fauli & Stewart, P.A.
800 S.E. Monterey Commons Boulevard, Suite 200
Stuart, Florida 34996
(561) 288-1980

**UNITY OF TITLE
WINN DIXIE**

In consideration of the issuance of a permit to B.D. RAWLS, as successor Trustee under Trust Indenture dated January 2, 1946, and recorded in Official Records Book 526, Page 2223, Martin County, Florida, Public Records, between N.R. Field, as Donor, and N.R. Field and wife, Janet Knox Field, as original Trustees, as amended by Agreement of Modification dated November 3, 1960, and recorded in Official Records Book 526, Page 2232, Martin County, Florida, Public Records; B.D. RAWLS, as successor Trustee of the Janet Field Riley Trust dated February 3, 1981, and recorded in Official Records Book 526, Page 2237, Martin County, Florida, Public Records; MARTHA FIELD FITE; HOWARD W. RILEY, JR.; B.D. RAWLS, as Trustee of the Martha Field Fite Trust dated September 12, 1984; and JANET FIELD RILEY, MARTHA FIELD FITE and B.D. RAWLS, as Trustees of the Daughters' Trusts (one for Janet Field Riley and one for Martha Field Fite) under Article VI of the Last Will and Testament of Janet Knox Field, deceased, as "Owner", for the construction of a Winn Dixie store with an additional retail shop in Port Salerno, Martin County, Florida, and for other good and valuable considerations, the undersigned hereby agrees to restrict the use of lands described in Exhibit "A", attached hereto, in the following manner:

1. That said property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised, or assigned separately except in its entirety as one plot or parcel of land.

2. The undersigned further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned, their heirs and assigns, until such time as the same may be released in writing by the Board of County Commissioners of Martin County, Florida.

3. The undersigned further agrees that this instrument shall be recorded in the Public Records of Martin County, Florida.

Signed, acknowledged and notarized on this 24 day of NOVEMBER, 1999.

OR BK 1481 PG 505

RECEIVED

MAY 23 2024

GROWTH MANAGEMENT
DEPARTMENT

WITNESSES:

R. J. Horwich
Print Name: R. J. HORWICH

Dania Denuo
Print Name: TANIA TERRERO

R. J. Horwich
Print Name: R. J. HORWICH

Dania Denuo
Print Name: TANIA TERRERO

Laurel Kaage
Print Name: LAUREL KAAGE

Gina M. Cappello
Print Name: Gina M. Cappello

Laurel Kaage
Print Name: LAUREL KAAGE

Gina M. Cappello
Print Name: Gina M. Cappello

R. J. Horwich
Print Name: R. J. HORWICH

Dania Denuo
Print Name: TANIA TERRERO

Laurel Kaage
Print Name: LAUREL KAAGE

Gina M. Cappello
Print Name: Gina M. Cappello

B. D. Rawls

B.D. RAWLS, successor Trustee under Trust Indenture dated January 2, 1946, between N.R. Field, as Donor, and N.R. Field and wife, Janet Knox Field, as original Trustees, as amended by Agreement of Modification dated November 3, 1960

B. D. Rawls

B.D. RAWLS, successor Trustee of the Janet Field Riley Trust dated February 3, 1981

Martha Field Fite
MARTHA FIELD FITE

Howard W. Riley, Jr.
HOWARD W. RILEY, JR.

B. D. Rawls

B.D. RAWLS, Trustee of the Martha Field Fite Trust dated September 12, 1984

Janet Field Riley
JANET FIELD RILEY, Trustee of the Daughters' Trusts (one for Janet Field Riley and one for Martha Field Fite) under Article VI of the Last Will and Testament of Janet Knox Field, deceased

Laurel Kaage
Print Name: LAUREL KAAGE

Angi M. Cappello
Print Name: Angi M. Cappello

R. J. Horwicz
Print Name: R. J. HORWICZ

Tania Terrero
Print Name: TANIA TERRERO

Martha Field Fite, Trustee
MARTHA FIELD FITE, Trustee of the Daughters' Trusts (one for Janet Field Riley and one for Martha Field Fite) under Article VI of the Last Will and Testament of Janet Knox Field, deceased

B. D. Rawls
B.D. RAWLS, Trustee of the Daughters' Trusts (one for Janet Field Riley and one for Martha Field Fite) under Article VI of the Last Will and Testament of Janet Knox Field, deceased

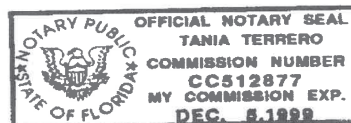
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 24th day of November, 1999, by B.D. Rawls, as: (1) successor Trustee under Trust Indenture dated January 2, 1946, between N.R. Field, as Donor, and N.R. Field and wife, Janet Knox Field, as original Trustees, as amended by Agreement of Modification dated November 3, 1960; (2) successor Trustee of the Janet Field Riley Trust dated February 3, 1981; (3) Trustee of the Martha Field Fite Trust dated September 12, 1984; and (4) Trustee of the Daughters' Trusts (one for Janet Field Riley and one for Martha Field Fite) under Article VI of the Last Will and Testament of Janet Knox Field, deceased. He is: ☒ personally known to me or ☐ has produced _____ as identification.

(Notarial Seal)

NOTARY PUBLIC

Tania Terrero
Name Printed: TANIA TERRERO
State of Florida at Large
My Commission Expires: _____



STATE OF FLORIDA
COUNTY OF Indian River

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 29th day of November, 1999, by Martha Field Fite, individually and as Trustee of the Daughters' Trusts (one for Janet Field Riley and one for Martha Field Fite) under Article VI of the Last Will and Testament of Janet Knox Field, deceased. She is: [☒] personally known to me or [☐] has produced as identification.

(Notarial Seal)



Gina M. Cappello
MY COMMISSION # CC834414 EXPIRES
June 21, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

NOTARY PUBLIC

Gina M. Cappello
Name Printed: Gina M. Cappello
State of Florida at Large
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF Indian River

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 29th day of November, 1999, by Howard W. Riley, Jr. He is: [☐] personally known to me or [☐] has produced as identification.

(Notarial Seal)



Gina M. Cappello
MY COMMISSION # CC834414 EXPIRES
June 21, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

NOTARY PUBLIC

Gina M. Cappello
Name Printed: Gina M. Cappello
State of Florida at Large
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF Indian River

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 29th day of November, 1999, by Janet Field Riley, Trustee of the Daughters' Trusts (one for Janet Field Riley and one for Martha Field Fite) under Article VI of the Last Will and Testament of Janet Knox Field, deceased. She is: ☒ personally known to me ~~or~~ ☐ has produced _____ as identification.

(Notarial Seal)

NOTARY PUBLIC

Gina M. Cappello
Name Printed: Gina M. Cappello
State of Florida at Large
My Commission Expires: _____



Gina M. Cappello
MY COMMISSION # CC834414 EXPIRES
June 21, 2003
SCORDED THRU TROY PAIR INSURANCE, INC

**UNITY OF TITLE
WINN DIXIE****EXHIBIT "A"****LEGAL DESCRIPTION**

A portion of Tract 3, Block 74, St. Lucie Inlet Farms, according to the plat thereof recorded in Plat Book 1, Page 98, Public Records of Palm Beach (now Martin) County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Tract 3 for the POINT OF BEGINNING; Thence South 66°57'18" West along the South line of said Tract 3 a distance of 594.87 feet; Thence North 23°07'54" West 232.39 feet; Thence North 59°23'45" West 79.95 feet; Thence North 23°07'54" West 233.56 feet; Thence North 05°54'40" West 82.47 feet; Thence North 23°07'54" West 36.82 feet to the point of intersection with the Southerly right-of-way line of St. Lucie Avenue as platted; Thence North 66°53'58" East along said Southerly right-of-way line of St. Lucie Avenue as platted 617.74 feet to the point of intersection with the East line of said Tract 3; Thence South 23°07'54" East along the East line of said Tract 3 a distance of 646.56 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING

The land conveyed to Martin County by right-of-way Quit-Claim Deed recorded in Official Records Book 412, Page 2084, Public Records of Martin County, Florida.

Containing 9.121 acres, more or less.

Parcel Control Nos.: 55-38-41-000-074-0003.0-70000 and 55-38-41-000-074-0004.0-50000

136758.1

RETURN TO:
Growth Management Department
2401 SE Monterey Road
Stuart, Florida 34996

INSTR # 1679301
OR BK 01795 PG 2435
RECORDED 07/30/2003 09:02:04 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY L Wood

UNITY OF TITLE

In consideration of the issuance of a permit to SALERNO VILLAGE SHOPPING CENTER, LLC., a Florida limited liability company, as "Owner", for the construction of Salerno Village Square Shopping Center in Martin County, Florida, and for other good and valuable considerations, the undersigned hereby agrees to restrict the use of lands described in **Exhibit "A"** attached hereto in the following manner:

1. That said property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised, or assigned separately except in its entirety as one plot or parcel of land.
2. The undersigned further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned, their heirs and assigns, until such time as the same may be released in writing by the Board of County Commissioners.
3. The undersigned further agrees that this instrument shall be recorded in the Public Records of Martin County.

Signed, acknowledged and notarized on this 13th day of June, 2003.

WITNESSES:

"OWNER"

Sign: Randy Flick
Print Name: RANDY FLICK

Sign: Robert S. Mendola
Print Name: ROBERT S. MENDOLA

SALERNO VILLAGE SHOPPING CENTER, LLC., a Florida limited liability company

BY: EQUITY ONE REALTY & MANAGEMENT, INC., a Florida corporation

By: [Signature]
Print Name: _____
Title: _____

1696 NE Miami Gardens Drive
North Miami Beach, Florida 33179

RECEIVED

data:gmd/devrev/forms/unity.title.unity.title.corp.aw (form rev. 3/01)

MAY 23 2024

GROWTH MANAGEMENT
DEPARTMENT

Page 1 of 2

OR BK 01795 PG 2436

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing Unity of Title was acknowledged before me this 13th day of June, 2003, by Dani Valero, V.P. of Equity One Realty & Management, Inc., a Florida corporation, Manager of Salerno Village Shopping Center, LLC., a Florida limited liability company, on behalf of the company. He [☒] is personally known to me or [☐] has produced as identification.

NOTARY PUBLIC

Robert S. MendolaName Printed: ROBERT S. MENDOLA

State of Florida at Large

My Commission Expires: 7/17/04

Robert S. Mendola
MY COMMISSION # CC923804 EXPIRES
July 17, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

177582.1

Exhibit "A"

OR BK 01795 PG 2437

LEGAL DESCRIPTION

PARCEL 1:

A portion of Tract 3 and Tract 4, Block 74, lying East of the Easterly right of way line of U.S. Highway #1, ST. LUCIE INLET FARMS, according to the plat thereof, recorded in Plat Book 1, page 98, of the Public Records of Palm Beach (now Martin) County, Florida, being more particularly described as follows:

Starting at the point where the Easterly right of way line of U.S. Highway #1 (State Road #5), said right of way line being 33.00 feet from the centerline of the original 66.00 feet road right of way as described in Deed Book 14, page 486, of the Public Records of Martin County, Florida, and said right of way being 33.00 feet from the centerline of the existing northbound traffic lane of said U.S. Highway #1 (State Road #5), intersects at the Southerly right of way line of St. Lucie Avenue, said Southerly right of way line being 15.00 feet Southerly of the original centerline of St. Lucie Avenue; thence North 66°53'58" East 250.00 feet for the **Point of Beginning**; thence continue North 66°53'58" East along said Southerly right of way line of St. Lucie Avenue, 391.24 feet; thence South 23°07'54" East 645.98 feet to the point of intersection with the South line of the aforesaid Tract 3; thence South 66°57'18" West along the South line of Tract 3 and the aforesaid Tract 4 a distance of 574.61 feet to the point of intersection with the Easterly right of way line of the aforesaid U.S. Highway #1; thence North 29°01'32" West along said Easterly right of way line 448.89 feet; thence North 66°53'58" East 250.00 feet; thence North 29°01'32" West 200.00 feet to the **Point of Beginning**.

PARCEL 2:

Tract 3 and that part of Tract 4, Block 74, lying East of the Easterly right of way line of U.S. Highway #1, ST. LUCIE INLET FARMS, according to the plat thereof, as recorded in Plat Book 1, page 98, of the Public Records of Palm Beach (now Martin) County, Florida, LESS AND EXCEPTING the following described parcel:

Starting at the point where the Easterly right of way line of U.S. Highway #1 (State Road #5), said right of way line being 33.00 feet from the centerline of the original 66.00 feet road right of way as described in Deed Book 14, page 486, of the Public Records of Martin County, Florida, and said right of way being 33.00 feet from the centerline of the existing northbound traffic lane of said U.S. Highway #1 (State Road #5), intersects at the Southerly right of way line of St. Lucie Avenue, said Southerly right of way line being 15.00 feet Southerly of the original centerline of St. Lucie Avenue; thence North 66°53'58" East 250.00 feet for the **Point of Beginning**; thence continue North 66°53'58" East along said Southerly right of way line of St. Lucie Avenue, 391.24 feet; thence South 23°07'54" East 645.98 feet to the point of intersection with the South line of the aforesaid Tract 3; thence South 66°57'18" West along the South line of Tract 3 and the aforesaid Tract 4 a distance of 574.61 feet to the point of intersection with the Easterly right of way line of the aforesaid U.S. Highway #1; thence North 29°01'32" West along said Easterly right of way line 448.89 feet; thence North 66°53'58" East 250.00 feet; thence North 29°01'32" West 200.00 feet to the **Point of Beginning**.

AND LESS AND EXCEPTING that portion of Tract 4 conveyed to Daniel B. Clark, more particularly described as follow:

Beginning at a point where the Easterly right of way line of State Road #5 said right of way line being 33.00 feet from the centerline of the original 66.00 foot road right of way as described in Deed Book 14, page 486, of the Public Records of Martin County, Florida, and said right of way line also

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being 33.00 feet from the centerline of the existing northbound traffic lane of said State Road #5, intersects the Southerly right of way line of St. Lucie Avenue, said right of way line being 15.00 feet south of and parallel to the North line of said Tract 4; (1) thence proceed Northeasterly along the southerly right of way line of St. Lucie Avenue, for a distance of ~~2150.00~~^{See Note 1} 250.00 feet to a point; (2) thence proceed Southeasterly along a line parallel to the East right of way line of said State Road #5 for a distance of 200.00 feet to a point; (3) thence proceed Southwesterly along a line parallel to the South right of way line of St. Lucie Avenue for a distance of 250.00 feet to the Easterly right of way line of the above described State Road #5; (4) thence proceed Northwesterly along the Easterly right of way line of State Road #5 for a distance of 200.00 feet to the **Point or Place of Beginning**.

AND LESS AND EXCEPTING a portion of Tract 3 and Tract 4, Block 74, ST. LUCIE INLET FARMS, according to the plat thereof, recorded in Plat Book 1, page 98, of the Public Records of Palm Beach (now Martin) county, Florida, more particularly described as follows:

Start at the point where the Easterly right of way line of U.S. Highway #1 (State Road #5) said right of way line being 33.00 feet from the centerline of the original 66 feet road right of way as described in Deed Book 14, page 486, of the Public Records of Martin County, Florida, and said right of way being 33.00 feet from the centerline of the existing northbound traffic lane of said U.S. Highway #1 (State Road #5) intersects the Southerly right of way line of St. Lucie Avenue, said southerly right of way line being 15.00 feet Southerly of the original centerline of St. Lucie Avenue; thence run North 67°04'03" East along said Southerly right of way line of St. Lucie Avenue a distance of 250.00 feet for the **Point of Beginning**; thence run North 67°04'03" East along said lastly aforesaid right of way a distance of 588.65 feet to the Westerly right of way line of D.O.T. Lateral Ditch No. 5; thence run South 23°02'42" East a distance of 15.00 feet; thence run South 67°04'03" West parallel to said Southerly right of way line of St. Lucie Avenue a distance of 587.05 feet; thence run North 29°01'32" West a distance of 15.08 feet to the **Point of Beginning**.

ALSO LESS AND EXCEPT:

That part of Tract 4, Block 74, ST. LUCIE INLET FARMS, according to the plat thereof, recorded in Plat Book 1, Page 98, of the Public Records of Palm Beach (now Martin County), Florida, lying in the Hanson Grant, Township 38 South, Range 41 East, being more particularly described as follows:

Commence at the intersection of the Baseline of Survey for State Road #5 (U.S. Highway No. 1) and Salerno Road (St. Lucie Avenue), as shown on the Florida Department of Transportation Right-of-Way map for Section 89010-2500; thence South 29°29'44" East along the Baseline of Survey for said State Road #5 (U.S. Highway No. 1), a distance of 67.422 meters (221.20 feet); thence North 60°30'16" East along a line at a right angle to the last described course, a distance of 17.008 meters (55.80 feet) to the **Point of Beginning**; thence South 29°29'44" East, a distance of 136.633 meters (448.27 feet) to a point on the South line of said Tract 4; thence South 66°29'06" West along said South line, a distance of 6.988 meters (22.93 feet) to a point on the Easterly existing Right-of-Way line for said State Road #5 (U.S. Highway No. 1); thence North 29°29'44" West along said Easterly existing Right-of-Way line, a distance of 136.627 meters (448.25 feet); thence North 66°26'33" East a distance of 6.987 meters (22.92) feet to the **Point of Beginning**.

Note 1: Apparent typographical error in legal description provided. Should read 250.00 feet.

Parcel 1 - 7.500 acres, more or less 55-38-41-000-074-0004.0-5
Parcel 2 - 8.621 acres, more or less 55-38-41-000-074-0003.0-7