

This Instrument was Prepared By:

William B. Mason, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
200 East Las Olas Boulevard  
Suite 2100  
Fort Lauderdale, Florida 33301

Record and Return To:  
R. Donald Mastry, Esq.  
Trenam, Kemker, Scharf, Barkin,  
Frye, O'Neil & Mullis, P.A.  
200 Central Avenue, Suite 1600,  
St. Petersburg, FL 33701

Property Appraiser Identification Nos: 00187240000 and  
00187400002

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED made this 6<sup>th</sup> day of February, 2018 by Tree Farm of Southwest Florida, LLC, a Delaware limited liability company (the "Grantor"), whose mailing address is 1150 Central Avenue, Naples, Florida 34102, Attention: James T. Murphy, to TBC Tree Farm 2, LLC, a Florida limited liability company (the "Grantee"), whose mailing address is c/o The Brookline Companies, LLC, whose mailing address is 14004 Roosevelt Blvd., Suite 601C, Clearwater, Florida 33762, Attn: William B. Yeomans, Jr..

**WITNESSETH**

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt, adequacy, and sufficiency whereof are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, transfer, release, convey and confirm unto Grantee and Grantee's successors, heirs and assigns the real property (the "Property") located in Collier County, Florida, and more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

SUBJECT TO: (i) all easements, conditions, covenants, restrictions, reservations, limitations, agreements and other matters of record described in **Exhibit "B"** attached hereto and made a part hereof, provided that this instrument shall not reimpose same, (ii) real estate taxes for the year 2018 and all subsequent years, (iii) existing applicable governmental building and zoning ordinances and other governmental regulations, and (iv) matters that would appear on a current and accurate survey of the Property (collectively, the "Permitted Exceptions").

TOGETHER with all the tenements, hereditaments, and appurtenances belonging or in any way appertaining to the Property,

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

AND GRANTOR does hereby specially warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other. The Property is transferred and conveyed in its "AS-IS" "WHERE-IS" physical condition, without warranty except as to warranty of title as provided herein, except Grantor shall not be obligated to defend claims arising from the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on the day and year first above written.

SIGNED AND SEALED IN THE PRESENCE OF:

GRANTOR:

TREE FARM OF SOUTHWEST FLORIDA, LLC,  
a Delaware limited liability company

By:

James T. Murphy, Manager  
and Managing Member

Christine Squires  
Print Name: Christine Squires

Jordan Sims  
Print Name: JORDAN SIMS

**ACKNOWLEDGMENT**

STATE OF Florida )

COUNTY OF Collier )

The foregoing instrument was acknowledged before me this 5 day of February, 2018 by James T. Murphy, as Manager and Managing Member of Tree Farm of Southwest Florida, LLC, a Delaware limited liability company, on behalf of the limited liability company. He ☒ is personally known to me or ☐ presented \_\_\_\_\_ as identification.

Notary Stamp/Seal:

Notary Signature: [Signature]

Notary Print: Lidice Urbizo

Notary Public, State of Florida

Commission No.: FF 910114

My Commission Expires: Aug 17, 2019



LIDICE URBIZO  
MY COMMISSION # FF 910114  
EXPIRES: August 17, 2019  
Bonded Thru Budget Notary Services

Exhibit "A"

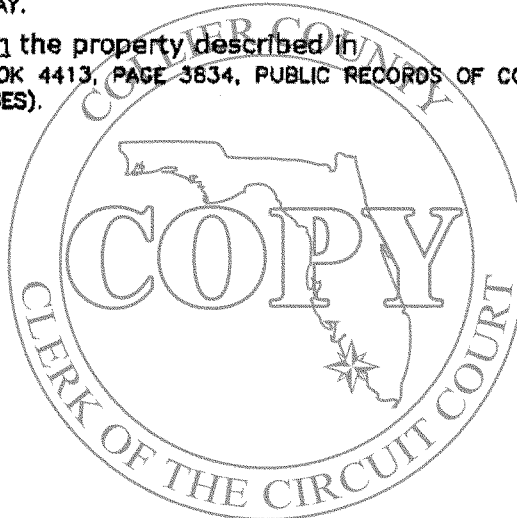
THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22,  
TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA,  
EXCEPTING AND RESERVING THEREFROM THE SOUTH 30 FEET THEREOF AS AN ACCESS EASEMENT  
FOR HIGHWAY RIGHT-OF-WAY.

And excepting therefrom the property described in  
DEED RECORDED IN O.R. BOOK 4413, PAGE 3834, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;  
(FOR RIGHT OF WAY PURPOSES).

AND

THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22,  
TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA;  
EXCEPTING AND RESERVING THEREFROM THE NORTH 30 FEET THEREOF AS AN ACCESS EASEMENT  
FOR HIGHWAY RIGHT-OF-WAY.

And excepting therefrom the property described in  
DEED RECORDED IN O.R. BOOK 4413, PAGE 3834, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;  
(FOR RIGHT OF WAY PURPOSES).

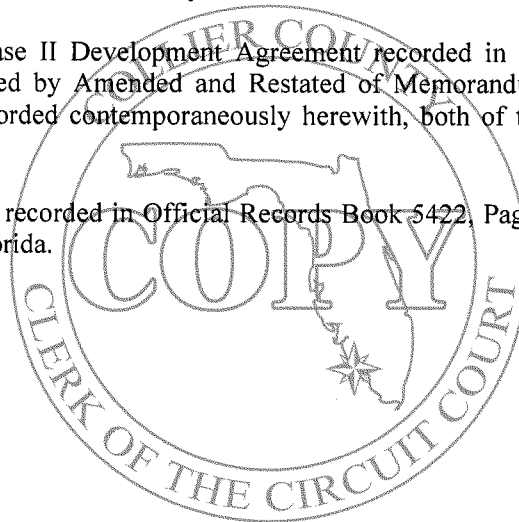


**Exhibit "B"**

**Permitted Exceptions**

1. Compliance Agreement recorded in Official Records Book 3823, Page 1809, of the Public Records of Collier County, Florida.
2. Resolution No. 80-189 recorded in Official Records Book 883, Page 1488, of the Public Records of Collier County, Florida.
3. Oil, Gas and Mineral Deed recorded in Official Records Book 884, Page 1555, of the Public Records of Collier County, Florida.
4. Easement recorded in Official Records Book 879, Page 915, of the Public Records of Collier County, Florida.
5. Easement recorded in Official Records Book 2625, Page 3364, of the Public Records of Collier County, Florida.
6. Oil, gas, mineral, or other reservations as set forth in deed by Barron Collier, Jr. and Miles Collier recorded in Deed Book 30, Page 91 and Notice recorded in Official Records Book 4586, Page 412, of the Public Records of Collier County, Florida.
7. Oil, gas, mineral, or other reservations as set forth in deed by Brace Corporation recorded in Deed Book 38, Page 272, of the Public Records of Collier County, Florida.
8. Oil, Gas and Mineral Deed recorded in Official Records Book 160, Page 11, as corrected by instrument recorded in Official Records Book 177, Page 305, of the Public Records of Collier County, Florida.
9. Oil, Gas and Mineral Deed recorded in Official Records Book 160, Page 39, as corrected in instrument recorded in Official Records Book 177, Page 312, of the Public Records of Collier County, Florida.
10. Resolution by the Board of County Commissioners of Collier County recorded in Official Records Book 4965, Page 1660, of the Public Records of Collier County, Florida.
11. Easement Agreement recorded in Official Records Book 5197, Page 3072, of the Public Records of Collier County, Florida.
12. Resolution by the Board of County Commissioners of Collier County recorded in Official Records Book 5077, Page 1388, and Official Records Book 5194, Page 2196, of the Public Records of Collier County, Florida.
13. Easements for ingress and egress reserved or described in the instruments recorded in Official Records Book 100, Page 80, Official Records Book 100, Page 85, Official Records Book 149, Page 489, Official Records Book 3099, Page 3453, and Official Records Book 4404, Page 1597 re-recorded in Official Records Book 4405, Page 1187, all of the Public Records of Collier County, Florida.

14. Memorandum of Phase I Development Agreement recorded in Official Records Book 5422, Page 1516, of the Public Records of Collier County, Florida.
15. Reciprocal Easement Agreement recorded in Official Records Book 5422, Page 1498 of the Public Records of Collier County, Florida.
16. Limited Assignment of Development Rights and Declaration of Use Restrictions recorded in Official Records Book 5422, Page 1525, as affected by Assignment and Assumption of Rights to be recorded contemporaneously herewith, both of the Public Records of Collier County, Florida.
17. Master Declaration of Covenants, Restrictions, Easements, Charges and Liens for Tree Park Farm dated on or about July 27, 2017, executed by Grantor, which may be recorded in the Public Records of Collier County, Florida, and referenced in the Limited Assignment of Development Rights and Declaration of Use Restrictions recorded in Official Records Book 5422, Page 1525, of the Public Records of Collier County, Florida.
18. Memorandum of Phase II Development Agreement recorded in Official Records Book 5422, Page 1578, as affected by Amended and Restated of Memorandum of Phase II Development Agreement to be recorded contemporaneously herewith, both of the Public Records of Collier County, Florida.
19. Easement Agreement recorded in Official Records Book 5422, Page 1563 of the Public Records of Collier County, Florida.





This Instrument was Prepared By:

William B. Mason, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
200 East Las Olas Boulevard  
Suite 2100  
Fort Lauderdale, Florida 33301

Record and Return To:  
R. Donald Mastry, Esq.  
Trenam, Kemker, Scharf, Barkin,  
Frye, O'Neil & Mullis, P.A.  
200 Central Avenue, Suite 1600,  
St. Petersburg, FL 33701

Property Appraiser Identification No: 00188040005

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED made this 27<sup>th</sup> day of July, 2017 by Tree Farm of Southwest Florida, LLC, a Delaware limited liability company (the "Grantor"), whose mailing address is 1150 Central Avenue, Naples, Florida 34102, Attention: James T. Murphy, to TBC Tree Farm 1, LLC, a Florida limited liability company (the "Grantee"), whose mailing address is c/o The Brookline Companies, LLC, whose mailing address is 14004 Roosevelt Blvd., Suite 601C, Clearwater, Florida 33762, Attn: William B. Yeomans, Jr..

**WITNESSETH:**

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt, adequacy, and sufficiency whereof are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, transfer, release, convey and confirm unto Grantee and Grantee's successors, heirs and assigns the real property (the "Property") located in Collier County, Florida, and more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

SUBJECT TO: (i) all easements, conditions, covenants, restrictions, reservations, limitations, agreements and other matters of record described in **Exhibit "B"** attached hereto and made a part hereof, provided that this instrument shall not reimpose same, (ii) real estate taxes for the year 2017 and all subsequent years, (iii) existing applicable governmental building and zoning ordinances and other governmental regulations, and (iv) matters that would appear on a current and accurate survey of the Property (collectively, the "Permitted Exceptions").

TOGETHER with all the tenements, hereditaments, and appurtenances belonging or in any way appertaining to the Property,

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

AND GRANTOR does hereby specially warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other. The Property is transferred and conveyed in its "AS-IS" "WHERE-IS" physical condition, without warranty except as to warranty of title as provided herein, except Grantor shall not be obligated to defend claims arising from the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on the day and year first above written.

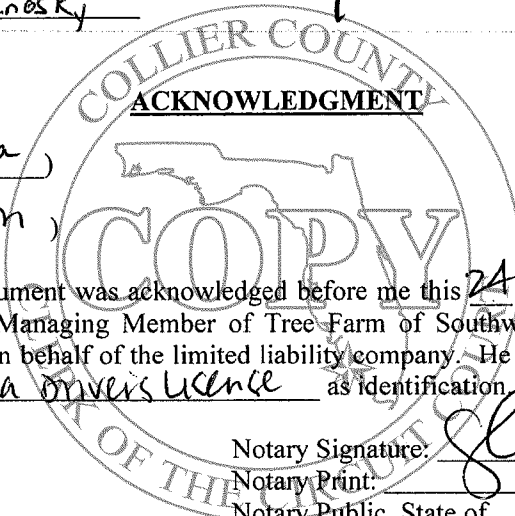
SIGNED AND SEALED IN THE PRESENCE OF:

GRANTOR:

TREE FARM OF SOUTHWEST FLORIDA, LLC,  
a Delaware limited liability company

By: James T. Murphy  
James T. Murphy, Manager  
and Managing Member

Shannon Seers  
Print Name: Shannon Seers  
Michael Jonesky  
Print Name: Michael Jonesky



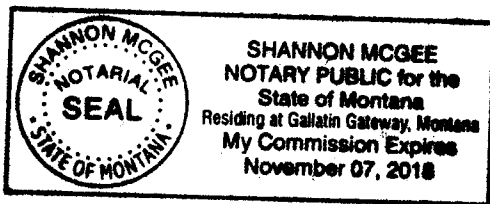
**ACKNOWLEDGMENT**

STATE OF Montana  
COUNTY OF Madison

The foregoing instrument was acknowledged before me this 24 day of July, 2017 by James T. Murphy, as Manager and Managing Member of Tree Farm of Southwest Florida, LLC, a Delaware limited liability company, on behalf of the limited liability company. He [ ] is personally known to me or [✓] presented Florida Drivers License as identification.

Notary Stamp/Seal:

Notary Signature: Shannon McGee  
Notary Print: Shannon McGee  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**Exhibit "A"**

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22,  
TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA;  
EXCEPTING THE SOUTH 100 FEET THEREOF FOR CANAL RIGHT-OF-WAY.

And excepting therefrom the property described in

DEED RECORDED IN O.R. BOOK 4413, PAGE 3834, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;  
(FOR RIGHT OF WAY PURPOSES).





**Exhibit "B"**

**Permitted Exceptions**

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3. Oil, Gas and Mineral Deed recorded in Official Records Book 884, Page 1555, of the Public Records of Collier County, Florida.
4. Easement recorded in Official Records Book 879, Page 915, of the Public Records of Collier County, Florida.
5. Easement recorded in Official Records Book 2625, Page 3364, of the Public Records of Collier County, Florida.
6. Oil, gas, mineral, or other reservations as set forth in deed by Barron Collier, Jr. and Miles Collier recorded in Deed Book 30, Page 91 and Notice recorded in Official Records Book 4586, Page 412, of the Public Records of Collier County, Florida.
7. Oil, gas, mineral, or other reservations as set forth in deed by Brace Corporation recorded in Deed Book 38, Page 272, of the Public Records of Collier County, Florida.
8. Oil, Gas and Mineral Deed recorded in Official Records Book 160, Page 11, as corrected by instrument recorded in Official Records Book 177, Page 305, of the Public Records of Collier County, Florida.
9. Oil, Gas and Mineral Deed recorded in Official Records Book 160, Page 39, as corrected in instrument recorded in Official Records Book 177, Page 312, of the Public Records of Collier County, Florida.
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12. Resolution by the Board of County Commissioners of Collier County recorded in Official Records Book 5077, Page 1388, and Official Records Book 5194, Page 2196, of the Public Records of Collier County, Florida.
13. Easements for ingress and egress reserved or described in the instruments recorded in Official Records Book 100, Page 80, Official Records Book 100, Page 85, Official Records Book 149, Page 489, Official Records Book 3099, Page 3453, and Official Records Book 4404, Page 1597 re-recorded in Official Records Book 4405, Page 1187, all of the Public Records of Collier County, Florida.

14. Memorandum of Phase I Development Agreement dated on or about the date hereof, by and between Creekside West, Inc., a Florida corporation and Grantor and recorded in the Public Records of Collier County, Florida prior to this Special Warranty Deed.
15. Reciprocal Easement Agreement dated on or about the date hereof, by and between Creekside West, Inc., a Florida corporation and Grantor and recorded in the Public Records of Collier County, Florida prior to this Special Warranty Deed.
16. Limited Assignment of Development Rights and Declaration of Use Restrictions dated on or about the date of this Special Warranty Deed, executed by Grantor and Grantee, and to be recorded in the Public Records of Collier County, Florida prior to this Special Warranty Deed.
17. Master Declaration of Covenants, Restrictions, Easements, Charges and Liens for Tree Park Farm dated on or about the date of this Special Warranty Deed, executed by Grantor and to be recorded in the Public Records of Collier County, Florida after this Special Warranty Deed, and referenced in the Limited Assignment of Development Rights and Declaration of Use Restrictions described immediately above.
18. Memorandum of Phase II Development Agreement dated on or about the date hereof, by and between Grantor and Grantee, and to be recorded in the Public Records of Collier County, Florida after this Special Warranty Deed.
19. Easement Agreement dated on or about the date hereof, by and between Grantor and Grantee, and to be recorded in the Public Records of Collier County, Florida after this Special Warranty Deed.

