

This instrument was prepared by  
and upon recording return to:

Greenberg Traurig, P.A.  
101 East College Avenue  
Tallahassee, Florida 32301  
Attn: Jason E. Merritt, Esq.

Parcel ID Nos. 02-4S-01E-000-05565-000  
02-4S-01E-000-05565-015

### SPECIAL WARRANTY DEED

**THIS SPECIAL WARRANTY DEED** made effective as of the 12th day of July, 2024, by the **CITY OF ST. MARKS, FLORIDA**, a Florida municipal corporation with a mailing address of 788 Port Leon Drive, St. Marks, Florida 32355 ("Grantor"), to **ST. MARKS PRESTRESS LLC**, a Florida limited liability company, with a mailing address of Post Office Box 659, St. Marks, Florida 32355 ("Grantee").

**WITNESSETH**, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, does GRANT, BARGAIN, SELL and CONVEY unto Grantee, Grantee's successors and assigns, the real property situated, lying and being in Wakulla County, Florida, as described on **EXHIBIT A** attached hereto and made a part hereof for all purposes (the "Land"), together with (i) all oil, gas, and mineral rights, if any, owned by Grantor pertaining to the Land, all strips and gores of land lying adjacent to the Land, together with all easements, privileges, rights-of-way, riparian and other water rights, lands underlying any adjacent streets or roads, and appurtenances pertaining to or accruing to the benefit of the Land (ii) all roads, bridges, fences, gates, docks, and other improvements and all fixtures thereon or attached thereto, and (iii) all other privileges, appurtenances, easements and other rights appertaining thereto (collectively, the "Premises"). **Grantor specifically affirms that Grantor is not reserving and hereby conveys any interest of Grantor in any phosphate, minerals, metals or petroleum that is or may be in, on, or under the Land pursuant to the provisions of Section 270.11, Florida Statutes.**

This conveyance and the special warranty of title set forth herein are made subject to all matters set forth on **EXHIBIT B** attached hereto and incorporated herein by reference for all purposes (collectively, the "Permitted Exceptions").

**TO HAVE AND TO HOLD** the Premises, together with the privileges and appurtenances thereunto properly belonging unto the said Grantee, its successors and assigns forever in fee simple; and Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular the Premises unto Grantee, its successors and assigns, against the lawful claims of all persons whomsoever, claiming by, through or under Grantor, but no others, subject to the Permitted Exceptions.



**EXHIBIT A TO DEED**

All of that property more particularly described in that certain Warranty Deed recorded at Official Records Book 198, Page 838 as follows:

Commence at a lightwood stake marking the Northeast corner of Section 2, Township 4 South, Range 1 East, Wakulla County, Florida, and run South 89 degrees 38 minutes 56 seconds West along the North boundary of said Section 2 a distance of 1310.66 feet to a concrete monument, thence South 00 degrees 21 minutes 16 seconds East 1694.54 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 89 degrees 58 minutes 07 seconds West 2273.50 feet to a concrete monument on the Easterly boundary of Exception No. 11 as described in Official Records Book 109, Pages 726-734 of the Public Records of Wakulla County, Florida, thence South 39 degrees 26 minutes 47 seconds East along the Easterly boundary of said Exception No. 11 a distance of 231.18 feet to a concrete monument, thence South 00 degrees 05 minutes 13 seconds West along said Easterly boundary 264.14 feet to a concrete monument, thence North 89 degrees 54 minutes 47 seconds West along the Southerly boundary of said Exception No. 11 and along the North boundary of property described in Deed Book 44, Page 167 of the Public Records of Wakulla County, Florida, a distance of 464.16 feet to an iron pin marking the Northwest corner of said property, thence North 00 degrees 05 minutes 13 seconds East along the West boundary of Exception No. 5 as described in said Official Records Book 109, Pages 726-734 a distance of 236.61 feet to a concrete monument on the Southerly boundary of property occupied by Murphy Oil Company, thence North 89 degrees 46 minutes 54 seconds West along said Southerly boundary 87.05 feet to an iron pipe, thence South 70 degrees 20 minutes 06 seconds West along said Southerly boundary 226.51 feet to an iron pin marking the Northeast corner of Exception No. 6 as described in said Official Records Book 109, Pages 726-734, thence South 19 degrees 56 minutes 40 seconds East along the Easterly boundary of said Exception No. 6 a distance of 1.81 feet to the Northwest corner of Exception No. 8 as described in said Official Records Book 109, Pages 726-734, thence North 70 degrees 03 minutes 20 seconds East along the Northerly boundary of said Exception No. 8 a distance of 55.47 feet to an iron pin marking the Northeast corner of said Exception No. 8, thence South 23 degrees 30 minutes 00 seconds East along the Easterly boundary of said Exception 81.50 feet to a concrete monument marking the most Westerly corner of Exception No. 12 as described in said Official Records Book 109, Pages 726-734, thence along the boundary of said Exception No. 12 as follows: North 47 degrees 50 minutes 00 seconds East 100.00 feet to a concrete monument, thence South 23 degrees 30 minutes 00 seconds East 100.00 feet to an iron pin in the approximate center of North Street, thence South 47 degrees 50 minutes 00 seconds West along said approximate center 100.00 feet to an iron pin on the Easterly boundary of said Exception No. 8, thence leaving the boundary of said Exception No. 12 run South 23 degrees 30 minutes 00 seconds East along the Easterly boundary of said Exception No. 8 a distance of 164.78 feet to an iron pin, thence South 70 degrees 20 minutes 06 seconds West 165.45 feet to a concrete monument on the Easterly right of way boundary of State Road No. 363 (100 foot right of way), thence South 12 degrees 42 minutes 45 seconds East along said right of way boundary 315.04 feet to a bolt on the South boundary of the North Half of said Section 2, thence South 89 degrees 54 minutes 47 seconds East along said South boundary 1264.67 feet to an iron pipe, thence North 89 degrees 56 minutes 13 seconds East along said South boundary 1480.90 feet to a nail and cap on the Westerly bank of the St. Marks River, thence Northerly along the bank of the St. Marks River a distance of 161 feet, more or less (to a point located North 12 degrees 24 minutes 25 seconds East 213.10 feet from the aforementioned nail and cap), thence North 00 degrees 21 minutes 16 seconds West 134.55 feet to a concrete monument, thence continue North 00 degrees 21 minutes 16 seconds West 603.45 feet to the POINT OF BEGINNING.

Excluding any portion of the above-described land lying within the right of way of Hope Lane, formerly known as North Street.

Unofficial Copy

**EXHIBIT B TO DEED****Permitted Exceptions**

1. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
2. Easement for a right-of-way for the construction, operation, and maintenance of an electric transmission line in favor of the City of Tallahassee, a municipal corporation, recorded March 16, 1950, in Deed Book 38, Page 366 of the Public Records of Wakulla County, Florida.
3. Easement for a right-of-way for the construction, operation, and maintenance of an electric transmission line in favor of the City of Tallahassee, a municipal corporation, recorded October 19, 1962, in Deed Book 61, Page 439 of the Public Records of Wakulla County, Florida.
4. Easement in favor of Southeastern Telephone Company recorded June 21, 1963, in Official Records Book 2, Page 826 of the Public Records of Wakulla County, Florida.
5. Easement in favor of Florida Power Corporation recorded April 29, 1971, in Official Records Book 28, Page 68; as affected by Easement and Supplemental Easement in favor of Florida Power Corporation recorded November 29, 1979, in Official Records Book 72, Page 974 of the Public Records of Wakulla County, Florida.
6. Agreement by and between Seminole Asphalt Refining, Inc. and Murphy Oil Corporation, recorded January 30, 1980, in Official Records Book 73, Page 952; as amended by Amendment to Lease Agreement including an agreement to relocate existing pipeline recorded April 5, 1982, in Official Records Book 88, Page 138; together with a perpetual, non-exclusive easement as set forth in Warranty Deed recorded June 3, 1982, in Official Records Book 89, Page 200; as affected by Reservation of Easements, Declaration of Covenants and Conditions to Run With the Property including, but not limited to a reservation of all right, title and interest to the Lease Agreement, attached as Exhibit "B", to Warranty Deed recorded in Official Records Book 198, Page 838 of the Public Records of Wakulla County, Florida.
7. Riparian Rights Easement in favor of the City of Tallahassee recorded August 25, 2015, in Official Records Book 978, Page 740 of the Public Records of Wakulla County, Florida.
8. Affidavit of Acknowledgement 50% Rule recorded February 14, 2017, in Official Records Book 1025, Page 844 of the Public Records of Wakulla County, Florida.