

THIS INSTRUMENT PREPARED BY:

Fatuma B. Kellèh, Esq.
Cemex
10100 Katy Freeway, Suite 300
Houston, TX 77043

RETURN TO:

HEC SELVITZ LLC
13901 NW 118th Ave.
Miami, FL 33178
Attn: Daniel I. Halley

Property Appraiser's Parcel ID#: 2431-113-0002-000-1
2431-505-0000-200-2

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made effective as of January 23, 2026, between **CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC**, a Delaware limited liability company, whose address is 1720 Centrepark Drive East, West Palm Beach, FL 33401 (the "**Grantor**") and **HEC SELVITZ LLC**, a Florida limited liability company (the "**Grantee**"), whose address is 13901 NW 118th Avenue, Miami, FL 33178. Whenever used herein, the terms "**Grantor**" and "**Grantee**" include the parties to this instrument and their assigns and successors.

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to the Grantee forever, the following described land situate, lying and being in St. Lucie County, Florida, to-wit:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION (the "Property")

SUBJECT, however, to applicable zoning ordinances and other governmental regulations; taxes for the year of Closing; the exceptions as set forth in EXHIBIT A-2 (the "**Permitted Exceptions**") hereto; and as disclosed in the Title Commitment and Survey, if any, accepted or deemed accepted by Buyer; and (d) the use restrictions set forth on EXHIBIT B hereto.

The Property is conveyed in AS IS, WHERE IS condition WITH ALL FAULTS.

TO HAVE AND TO HOLD, to the said Grantee, its successors and assigns forever in fee simple.

GRANTOR DOES HEREBY SPECIALLY WARRANT the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its duly authorized officer as of the day and year first above written.

Signed, sealed and delivered in the presence of these witnesses:

Cemex Construction Materials Florida, LLC,
a Delaware limited liability company

Sign Name: [Signature]

By: [Signature]

Print Name: Kurtis Holsinger

Name: Gilberto Gonzalez Gonzalez

Address: 800 N. Magnolia

Title: Vice President

Orlando, FL 32803

Sign Name: [Signature]

Print Name: Jessica Lewis

Address: 800 N. Magnolia

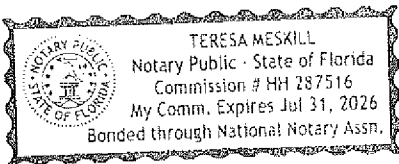
Orlando, FL 32803

STATE OF Florida

SS:

COUNTY OF Orange

The foregoing instrument was acknowledged before me this January 21st, 2026, by Gilberto Gonzalez Gonzalez as Vice President of CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC, a Delaware limited liability company, on behalf of the company. He personally appeared before me and is personally known to me and did take an oath.



NOTARY SEAL

Notary: [Signature]

Print Name: Teresa Meskill

NOTARY PUBLIC, STATE OF Florida

My Commission Expires: 7/31/2026

EXHIBIT A**PROPERTY DESCRIPTION**

Parcel ID#: 2431-113-0002-000-1, 2431-505-0000-200-2

Parcel 1:

Commence at the Northeast corner of Section 31, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run N 89°59'38" W, along the North line of said Section 31, a distance of 30 feet, to the Westerly right-of-way-line of Selvitz road; thence run S 00°02'51" W, along said right-of-way line, a distance of 625.55 feet; thence run S 07°12'32" W, along said right-of-way line, a distance of 37.79 feet, to the point of curvature of a curve concave to the Southeast having a radius of 1959.86 feet, a central angle of 07°09'41" and a chord distance of 244.80 feet; thence run along the arc of said curve and right-of-way line, a distance of 244.96 feet, to the point of tangency of the said curve; thence run S 00°02'51" W, along said right-of-way line, a distance of 1017.38 feet; thence run N 45°17'15" W, a distance of 420.87 feet, to the Point of Beginning; thence run S 89°58'51" W, a distance of 1012.21 feet; thence run N 00°00'55" W, a distance of 464.12 feet, to the Easterly right-of-way line of the Florida East Coast railroad; thence run N 44°41'46" E, along the said Easterly right-of-way line, a distance of 383.00 feet; thence run S 45°16'05" E, a distance of 1045.80 feet, to the Point of Beginning; All lying and being in Section 31, Township 35 South, Range 40 East, St. Lucie County, Florida.

Parcel 2:

Commence at the Northeast corner of Section 31, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run N 89°59'38" W, along the North line of said Section 31, a distance of 30 feet, to the Westerly right-of-way line of Selvitz road; thence run S 00°02'51" W, along said right-of-way line, a distance of 625.55 feet; thence run S 07°12'32" W, along said right-of-way line, a distance of 37.79 feet, to the point of curvature of a curve concave to the Southeast having a radius of 1959.86 feet, a central angle of 07°09'41" and a chord distance of 244.80 feet; thence run along the arc of said curve and right-of-way line, a distance of 244.96 feet; to the point of tangency of the said curve; thence run S 00°02'51" W, along said right-of-way line, a distance of 572.38 feet, to the Point of Beginning; thence continue S 00°02'51" W, a distance of 60.00 feet; thence run N 89°57'09" W, a distance of 294.95 feet; thence run S 44°43'55" W, a distance of 66.32 feet; thence run N 45°16'05" W, a distance of 60.00 feet; thence run N 44°43'55" E, a distance of 91.37 feet; thence run S 89°57'09" E, a distance of 320.00 feet, to the Point of Beginning; All lying and being in Section 31, Township 35 South, Range 40 East, St. Lucie County, Florida.

Said Parcel 2 also being described as Tract "R", as shown on the plat of FORT PIERCE/BUSINESS PARK, according to the plat thereof, recorded in Plat Book 27, Page 6, of the Public Records of St. Lucie County, Florida.

EXHIBIT A-2

PERMITTED EXCEPTIONS

1. Perpetual Road Right-of-Way and Easement for purposes of ingress and egress in favor of Archie A. Hendry, III, contained in warranty deed to Florida Mining & Materials Concrete Corp., recorded December 31, 1986 at Book 526 Page 615 in the Official Records for St. Lucie County, Florida.
2. Right-of-way and easement reservation set forth in quit-claim deed dated April 18, 1989, and recorded May 11, 1989 in Book 636, Page 583, from W.W. Williams Company, Archie A. Hendry, III, Ronald M. Teal, Florida Mining and Materials Concrete Corporation, Roderic V. Maine and Joan V. Maine and his wife, Judith S. Cunningham, Al Hendry and David Satur, all of the Directors and Statutory Trustees of State Universal Distributors, Inc., and Archie A. Hendry, III and Ronald M. Teal, and all of the Directors and Statutory Trustees of Sunward Development, Inc. to Florida Mining and Materials Concrete Corporation.
3. Easements and restrictions set forth on plat of Fort Pierce Business Park recorded at Plat Book 27, Page 6 for St. Lucie County, Florida.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete survey of the land.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land, and any adverse claim to all or part of the land that is, or was previously under water.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

EXHIBIT B**USE RESTRICTIONS**

As a material inducement to Seller's agreement to sell the Property to Buyer, Buyer and its successors, assigns and affiliates shall not develop, use or operate the Property, or permit the Property to be used, developed or operated, for the purpose of producing, manufacturing, grinding, selling or distributing ready-mix concrete, construction aggregates, fly ash, slag, cement, concrete block, reinforced concrete pipe, precast products, flared ends sections, cementitious material or other products or services competitive with those sold or furnished by Seller as more particularly provided for in the Deed from Seller to Buyer, the terms and provisions of which are incorporated into this Agreement by this reference (the "**Cemex Products**"). In the event of ambiguity, the terms ready-mix concrete, construction aggregates, fly ash, slag, cement, concrete block, pipe and cementitious materials shall have the meaning established by American Society for Testing and Materials (ASTM) or any successor entity of ASTM. Notwithstanding anything contained herein to the contrary and for clarity, the Cemex Products shall not include asphalt, which Buyer may develop, use or operate the Property for. Seller shall have the right to enforce, by proceedings at law or in equity, the restrictions and covenants imposed by this provision including the right to prevent the violation of such restrictions and covenants, and the right to recover damages or other amounts due for such violation. The covenants and restrictions contained in this provision shall survive the Closing. Buyer acknowledges that breach of this use restriction would cause immediate and irreparable harm to Seller for which money damages would be inadequate. Therefore, Seller shall be entitled to injunctive relief for any breach by Buyer, its successors, assigns or affiliates of this use restriction without proof of actual damages and without the post of a bond or other security. Such remedy shall not be deemed to be the exclusive remedy for breach of this use restriction but shall be in addition to all other remedies available at law or equity. The use restriction shall not burden any real property other than the Property. The use restriction shall run with the land and shall be included in the Deed.