

**Exhibit "D"**

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD.

RETURN TO:

Growth Management Department  
2401 SE Monterey Road  
Stuart, Florida 34996

INSTR # 1548625  
OR BK 01615 PG 2699  
RECORDED 01/28/2002 09:35 AM  
MARSHA EWING  
MARTIN COUNTY Florida  
RECORDED BY T Copus (asst mgr)

COVENANT RUNNING WITH THE LAND

THIS AGREEMENT, made this 9<sup>th</sup> day of October, 2001, between  
MJD VENTURES, INC., hereinafter referred to as OWNER, and MARTIN COUNTY,  
hereinafter referred to as COUNTY.

## WITNESSETH:

WHEREAS, OWNER desires to develop the following described real property,  
which is located in Martin County, Florida.

See Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, under the present Zoning Code, OWNER's property is classified  
under the B2 zoning district; and

WHEREAS, under the Comprehensive Growth Management Plan, OWNER's  
property is classified as COR/General Commercial; and

WHEREAS, the uses permitted in the B2 zoning district under the present code  
are consistent with the uses permitted in the COR/GC district under the Land  
Development Code; and

WHEREAS, OWNER wishes to develop the above-mentioned property without  
rezoning the property to conform to the Land Development Code at the present time;  
and

WHEREAS, COUNTY wishes to insure that it will be able to rezone the property  
at some future time to conform to the Land Development Code and the Comprehensive  
Growth Management Plan.

NOW, THEREFORE, in consideration of the terms and conditions set forth  
herein, and other good and valuable consideration, the receipt of which is hereby  
acknowledged, the parties hereto do hereby agree as follows:

1. OWNER may develop the property without obtaining a rezoning, and  
agrees to develop the property in accordance with the performance requirements of the  
COR/GC zoning district in the Land Development Code.

OR BX 01615 PG 2700


2. COUNTY may rezone the property in the future, and OWNER, his heirs, successors, or assigns, agree not to object to or otherwise interfere with that rezoning. Said rezoning shall be to a district of the Land Development Code consistent with the Comprehensive Growth Management Plan land use designation, and shall not alter the uses legally in existence or under permit on the parcel at the time of the rezoning.

3. This Agreement shall be filed in the Public Records of Martin County, Florida, and shall be a covenant running with the land.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

WITNESSES:

Sign   
Print: JEFF BAILEY

Sign   
Print: Margo Imbornone

"OWNER(s):

MJD Ventures, Inc.

By: 

Gary Bailey  
Secretary  
P.O. Box 352  
Boca Raton, FL 33429-0352

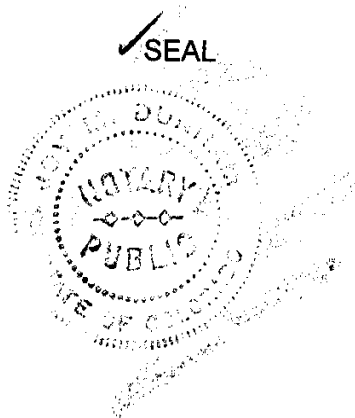
Note: If two owners are involved, two witnesses are required for each signature; the same 2 witnesses can be used for both signature.

STATE OF COLORADO  
COUNTY OF EAGLE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 9th day of October, 2001, by Gary Bailey, Secretary. He is personally known to me or has produced ✓ as identification.

NOTARY PUBLIC

Printed name: JOY M. DUNHAM  
My commission expires: 10/22/02



OR BK 01615 PG 2701

"COUNTY"

GROWTH MANAGEMENT DEPARTMENT

APPROVED AS TO FORM:

Nicki B. Van Vonno  
By: Nicki B. Van Vonno  
Growth Management  
Director

Krista A. Storey  
By: Krista A. Storey  
Senior Assistant County Attorney

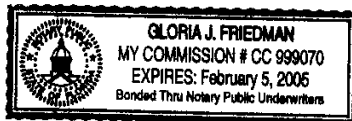
STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of October, 2001, by Nicki B. Van Vonno, who is personally known to me.

NOTARY PUBLIC

Gloria J. Friedman  
Name Printed:  
My commission expires:

SEAL



6705cove

OR BK 01615 PG 2702

## EXHIBIT "A"

Portions of Lots 3, 4, 79 & 80; GOMEZ, According to the Plat thereof, as recorded in Plat Book 1, at Page 62, of the Public Records of Palm Beach (now Martin) County, Florida; Together with a portion of First Avenue, as shown on said Plat. All lying Westerly of the Westerly Right-of-Way line of S.E. Shell Avenue and Easterly of the F.E.C. Railroad, more particularly described as follows:

Commence at the Point of Intersection of the Southerly Right-of-Way line of Bridge Road, as shown on the Florida Department of Transportation Right-of-Way Map Section 89030-2511. Sheet 2 of 4, dated 1980 and the Easterly Right-of-Way line of the Florida East Coast Railway Company, as shown on the Right-of-Way and Track Map V. 3, S. 9. B, dated December 31, 1927, corrected 5/19/76; Thence run North  $68^{\circ}47'15''$  East, along the said Southerly Right-of-Way Line of Bridge Road, for a distance of 231.52 feet; Thence run South  $38^{\circ}28'00''$  East, along the said Westerly Right-of-Way line of S.E. Shell Avenue for a distance of 265.66 feet, to the Point of Beginning of the following described parcel of land: Thence continue South  $38^{\circ}28'00''$  East, along the last described course, for a distance of 572.86 feet; Thence run south  $68^{\circ}57'40''$  West, along the Northerly line of that certain parcel of land described in Official Records Book 706, Page 2500, for a distance of 231.74 feet, Thence run North  $38^{\circ}28'00''$  West, along the said Easterly Right-of-Way line of the F.E.C. Railroad, (Said line being 75.00 feet Easterly of and parallel with, as measured at right angles to, the centerline of the Westerly Track, as originally constructed) also being 221.10 feet Westerly of and parallel with, as measured on the perpendicular, to the said Westerly Right-of-Way line of S.E. Shell Avenue, for a distance of 572.12 feet; Thence run North  $68^{\circ}47'15''$  East, along the Southerly line of that certain parcel of land, as described in Official Records Book 1370, Page 1771, for a distance of 231.52 feet, to the Point of Beginning, containing 2.906 acres of 126,577 square feet. More or Less.