

803565

WARRANTY DEED, SPECIAL
FROM CORP.

RECORD VERIFIED

RAMCO FORM 334

This Special Warranty Deed Made the 14th day of December, A. D. 1989 by
SOUTHERN LAND GROUP, INC.

a corporation existing under the laws of Florida, and having its principal place of
business at P. O. Box 9023, Stuart, Florida, 34995,
hereinafter called the grantor, to

MARTIN COUNTY, a political subdivision of the State of Florida,
whose postoffice address is 2401 S.E. Monterey Road, Stuart, Florida, 34996,
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$1.00 (ONE) and other
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,
alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Martin
County, Florida, viz:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO: 1) all conditions, easements and restrictions of record;
2) all applicable zoning ordinances; and 3) taxes for the year 1989 and
subsequent years.

PROVIDED HOWEVER, the provisions of Exhibit "B", attached hereto and made
a part hereof, shall apply to this conveyance.

Together with all the tenements, hereditaments and appurtenances thereto belonging in any
wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee
simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully war-
rants the title to said land and will defend the same against the lawful claims of all persons claiming
by, through or under the said grantor.

In Witness Whereof

(CORPORATE SEAL)

the grantor has caused these presents to
be executed in its name, and its corporate seal to be hereunto affixed, by its
proper officers thereunto duly authorized, the day and year first above written.

ATTEST: George B. Hough, Jr.
George B. Hough, Jr., Vice President
Signed, sealed and delivered in the presence of:

Candace D. Platt
Betty M. English

SOUTHERN LAND GROUP, INC.

By David R. Giunta
David R. Giunta, President

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,
personally appeared DAVID R. GIUNTA and GEORGE B. HOUGH, JR.

well known to me to be the President and Vice President respectively of the corporation Southern Land Group, Inc. as grantor
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses (not) and voluntarily
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of December, A. D. 1989.

This Instrument prepared by:
Address

STEPHEN FRY, Esquire
FRY & OLECK, P.A.
Stuart Professional Center
900 E. Ocean Boulevard-Suite 120
Stuart, Florida 34994

Margaret Carter
Notary Public, State of Florida
My Commission Expires Aug. 28, 1990

DR BXO 839 PG2 323

THIS DEED IS NOT SUBJECT TO THE DOCUMENTARY STAMP TAX
PURSUANT TO DEPARTMENT OF REVENUE RULE 12B-4.014(2)(c).

Accepted pursuant to
Resolution No. 89-11.8b

EXHIBIT "A"

(PARK G)

A parcel of land situate in Section 7, Township 38 South, Range 41 East, Martin County, Florida. More particularly described as follows:

Begin at the Northeast corner of the West half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section 7; thence North 87°53'19" West, along the North line of said West Half (W1/2) of the Southeast Quarter (SE 1/4) of Section 7, a distance of 50.02 feet to a line 50.00 feet West of and parallel with the Northerly prolongation of the East line of said West Half (W1/2) of the Southeast Quarter (SE 1/4) of Section 7; thence North 00°20'48" East, along said parallel line, a distance of 175.10 feet to a line 175.00 feet Northerly of and parallel with the North line of said West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 7; thence North 87°53'19" West, along said parallel line, a distance of 551.11 feet; thence South 04°52'52" East a distance of 168.17 feet; thence South 27°20'43" East a distance of 62.80 feet; thence South 01°26'21" West a distance of 118.68 feet; thence South 25°55'12" East a distance of 73.00 feet; thence South 31°55'14" West a distance of 87.81 feet; thence South 26°19'35" West a distance of 96.61 feet; thence South 07°20'32" West a distance of 30.93 feet to the South line of the North 425.00 feet (said 425.00 feet as measured along the East line of said West half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 7; thence South 87°53'19" East, along said South line, a distance of 618.65 feet to the East line of said West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 7; thence North 00°20'48" East, along said East line, a distance of 425.00 feet to the Point of Beginning.

Together with a parcel more particularly described as follows:

Begin at the aforementioned Point of Beginning; thence North 00°20'48" East, along the Northerly prolongation of the East line of said West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 7, a distance of 175.10 feet to a line 175.00 feet Northerly of and parallel with the North line of said

West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 7; thence South 87°53'19" East, along said parallel line, a distance of 5.39 feet to the Westerly right of way line of Southwest Mapp Road; thence South 00°27'46" West, along said right of way line, a distance of 174.91 feet to the South line of Government Lot 1 of said Section 7; thence North 89°51'38" West, along said South line, a distance of 5.03 feet to the Point of Beginning.

Bearings based on an assumed bearing of North 00°20'48" East along said East line of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 7.

LESS AND EXCEPT those properties described in Special Warranty Deed to Martin County recorded in Official Records Book 581, Page 1002.

EXHIBIT "B"

(Park G)

THE FOLLOWING PROVISION shall apply to this conveyance:

I. Both Grantor and Grantee recognize and agree that this Deed satisfies the Park donation provision of Section Phase II F(2) of Exhibit "E" (Timetable) of the Planned Unit Development Zoning Agreement between Southern Realty Group, Inc., Southern Land Group, Inc. and South Florida Land, Inc. (Developer), and Martin County dated the 8th day of August, 1980, as recorded at Official Records Book 502, Page 1646, Martin County, Florida, public records, and the Seventeenth Amendment to the Planned Unit Development Zoning Agreement, dated the 14th day of August, 1984, as recorded at Official Records Book 615, Page 1278, Martin County, Florida, public records.

THEREFORE, the conveyance of the subject property shall be for so long as the subject property is used perpetually and exclusively for public park and recreation area purposes or other uses not contrary to public park and recreation area purposes, and is retained by Grantee or conveyed by it with the express written consent of the Grantor; and when the subject property is no longer used for the purposes set forth above or conveyed by the Grantee without the prior express written consent of the Grantor, it shall revert to the Grantor. In the event the conditions set forth above are not maintained, the Grantee agrees to execute and deliver such deeds and other documentation necessary for the Grantor to obtain a clear and unencumbered title.

II. The subject property is conveyed to the Grantee subject to the following restrictive covenant:

Prior to the construction or installation of any building, structure, sign or recreation, parking or other facility (hereinafter described as "Facilities"), by the Grantee, the final plans and specifications of the Facilities must be agreed upon between Grantor and Grantee. No such construction or installation shall occur prior to such agreement. Grantor shall not unreasonably withhold its agreement.

This restrictive covenant shall be an affirmative covenant running with the land with any violation or breach giving either the Grantor or the Martin Downs Property owners' Association, Inc., a Florida corporation, or both of said entities, their successors and assigns, the right to proceed at law or equity to compel compliance with this restrictive covenant and/or to prevent any violation or breach; provided, however, that no individual member of or shareholder in the Martin Downs Property owners' Association, Inc. shall have any right to seek to compel compliance with this restrictive covenant or to prevent any violation or breach of this restrictive covenant. Such litigation shall not be commenced until the Grantee has received thirty (30) days written notice of the alleged violation or breach of the obligations contained in this Deed and has failed to remedy such breach. The expense of any such litigation shall be borne by the non-prevailing party, including, but not limited to reasonable attorneys' fees incurred in connection with such litigation.

III. The Grantor does reserve unto itself a perpetual easement for the location and maintenance of utilities and similar service facilities, to include cable television, (hereinafter described as "Utilities"), as may now be in place or as may hereafter be installed at the Grantor's expense. Prior to the installation of future Utilities, the Grantee shall have the right to approve the location of the Utilities which approval shall not be unreasonably withheld. After the installation of any Utilities by Grantor, the subject property shall be returned to its pre-installation condition or better at Grantor's expense. This easement does not include construction of towers, buildings or other such structures which would detrimentally affect the use of the property by the Grantee according to the terms and conditions of this Deed.

BY  O.C.

39 DEC 21 P 1:31

There is no evidence that Resolutions 89-11.8a, 89-11.8b and 89-11.8c were ever prepared, signed or recorded.

BOARD OF COUNTY COMMISSIONERS, MARTIN COUNTY, FLORIDA

A G E N D A

NOVEMBER 7, 1989

REGULAR MEETING

9:00 A.M. - MARTIN COUNTY COMMISSION MEETING ROOM, 2401 S.E. MONTEREY ROAD,
STUART, FLORIDA 34996-3397

COUNTY COMMISSIONERS

Frank A. Wacha, Chairman
Walter W. Thom, Jr., Vice-Chairman
Thomas J. Higgins
Maggy Hurchalla
Mary Dawson

Joseph R. Grassie, County Administrator
Noreen S. Dreyer, County Attorney
Marsha Stiller, Clerk to the Board

* * * * *

1. CALL TO ORDER - 9:00 A.M.

INVOCATION

The Reverend Johnnie Gilbert
Martin County Ministerial Association
Stuart, Florida

PLEDGE OF ALLEGIANCE

2. ADDITION OF EMERGENCY ITEMS

3. COMMENDATION OF APPRECIATION

Frank A. Wacha
Chairman

A. Mrs. H. R. Lartaud,
Library Board of Trustees.

4. CONSENT AGENDA

A. CLERK

Marsha Stiller

Recommend report
be received.

1. Investments.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

NOVEMBER 7, 1989

4. CONSENT AGENDA
(CONTINUED)

H. LEGAL
(continued)

Noreen S. Dreyer
County Attorney

Recommend an extension
be granted to 11/8/89.

Recommend a sixty (60)
day extension be granted,
requiring submission of
documents by 12/20/89.

Recommend:

- a. authorization for
the Chairman or Vice-
Chairman to sign a
letter to the Property
Appraiser regarding
the proration of taxes;
- b. acceptance of three (3)
Special Warranty Deeds
by Resolution upon
completion of the
closing, and author-
ization for the
Chairman or Vice-
Chairman to execute any
necessary documents for
closing;
and
- c. direction for the
County Attorney's Office
to apply to the State
for the transfer of the
right of entry after the
closing and authorization
for the Chairman or Vice-
Chairman to sign any
necessary documents.

3. NINETY-FIVE RIVERSIDE:

requesting permission to
grant an extension of time
to submit executed documents.

MEMO: LE-89-863

4. GLEN EDEN:

requesting permission
to grant an extension
of time to submit
executed documents.

MEMO: LE-89-862

5. SOUTHERN LAND GROUP, INC.,
ACCEPTANCE OF DEEDS:

requesting acceptance of
deeds for Parks "B" and
"C" and wetland area.

MEMO: LE-89-828

4. CONSENT AGENDA
(CONTINUED)

H. LEGAL (continued)

EXHIBIT # 2290

Recommend a sixty (60) day extension be granted, requiring submission of documents by 12/20/89.

4. GLEN EDEN:
requesting permission to grant an extension of time to submit executed documents.

MEMO: LE-89-862

Recommend:

- a. authorization for the Chairman or Vice-Chairman to sign a letter to the Property Appraiser regarding the proration of taxes;
- b. acceptance of three (3) Special Warranty Deeds by Resolution upon completion of the closing, and authorization for the Chairman or Vice-Chairman to execute any necessary documents for closing; and
- c. direction for the County Attorney's Office to apply to the State for the transfer of the right of entry after the closing and authorization for the Chairman or Vice-Chairman to sign any necessary documents.

5. SOUTHERN LAND GROUP, INC.,
ACCEPTANCE OF DEEDS:

requesting acceptance of deeds for Parks "B" and "C" and wetland area.

MEMO: LE-89-828

EXHIBIT # 2293

Recommend report be received.

EXHIBIT 2306

Requesting approval and authorization for the Chairman to sign the Lease Agreement.

EXHIBIT # 2307

6. CORRECTIONAL CENTER,
MILLWORK:

requesting acceptance of report regarding cost controls.

MEMO: LE-89-857

7. SOUTH COUNTY ANNEX,
MARKET PLACE AT HOBE
SOUND:

requesting approval of and permission for the Chairman to sign the Lease Agreement with Hobe Sound Properties for an 1800 square foot facility in the Market Place at Hobe Sound. The facility houses offices of the Tax Collector and the Clerk of the Circuit Court.

MEMO: LE-89-801

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

445

1. WORDING FOR AGENDA2. MEMO NUMBER:3. MEETING DATE:

LE-89-828

November 7, 1989

REGULAR X SPECIAL ACCEPTANCE OF DEEDS FOR
PARKS "B" AND "G" AND WETLAND
AREA FROM SOUTHERN LAND GROUP, INC.4. PREVIOUS AGENDA ITEM:A. Yes B. No
(Date and Agenda Number)5. AGENDA PLACEMENT:6. REQUIREMENT/PURPOSE:
(specify)7. REQUESTOR'S NAME:X CONSENT
 PUBLIC HEARING
 REQUEST/PRESENTATION
 DEPARTMENTAL
 COMMISSIONERS
 NOTED ITEM
 OTHERSTATUTE
ORDINANCE
BCC REQUEST
OTHER X
(explain) A. (ALL REQUESTS)
NAME Noreen S. Dreyer
DEPT. Legal
B. (PUBLIC ONLY)
CITIZEN NAME
CITIZEN PHONE 8. BACKGROUND:

Attached are the form of Special Warranty Deeds from Southern Land Group, Inc. to Martin County for three adjoining parcels of property designated as Park "B", Park "G" and the Wetland Area. These park properties are being conveyed to Martin County in compliance with the Martin Downs PUD agreement and are in substantially the same form as previously conveyed Martin Downs parcels. The deeds limit the uses of the properties to public park and recreation purposes or other uses not contrary to public park and recreation purposes, require approval by grantor of improvements, and allow reasonable easements for utilities.

A title search has revealed that oil and mineral rights have been reserved by the State of Florida on this property. The County Attorney's Office has contacted the Department of Natural Resources to either release the mineral reservations or transfer the State's right of entry onto the property to Martin County. DNR has given verbal assurances that after the property is transferred to Martin County the State will have no problem in transferring the right of entry.

This property has been developed and used by Martin County as a park for the last couple of years. Since it was the intent of Southern Land Group, Inc. to convey the property in 1986 and it was the County's intent to accept the property, Southern Land Group has requested that the 1989 taxes not be prorated at closing. In order to accomplish this, the Property Appraiser's office has requested a letter of explanation from Martin County.

9. RECOMMENDED ACTION:

It is recommended that the Board:

1. Authorize the Chairman or Vice-Chairman to sign a letter to the Property Appraiser regarding the proration of taxes;
2. Accept the three attached Special Warranty Deeds by resolution upon completion of the closing, and authorize the Chairman or Vice-Chairman to execute any necessary documents for closing;
3. Direct the County Attorney's Office to apply to the State for the transfer of the right of entry after the closing and authorize the Chairman or Vice-Chairman to sign any necessary documents.

MSD:CJM:cjm

10.

RECOMMENDED APPROVAL:

DEPT.	CONCURRENCES							COUNTY	COUNTY		
DIRECTOR	PUB.	B&Z	CHD	ENG	PW	UT	BUDG	G&PS	ENV SERV	ADMINISTRATOR	ATTORNEY
<u>X</u>	<u>SAFETY</u>		<u>X</u>	<u>11/7/89</u>						<u>[Signature]</u>	

11. COMMISSION ACTION: APPROVED
 DENIED
 DEFERRED
 OTHERLEAD DEPARTMENT
ASSISTANCE BY

803564

WARRANTY DEED, SPECIAL
FROM CORP.

RECORD VERIFIED

HAMCO FORM 354

11-7

This Special Warranty Deed Made the 14th day of December, A. D. 1987 by

SOUTHERN LAND GROUP, INC.

a corporation existing under the laws of Florida, and having its principal place of business at P. O. Box 9023, Stuart, Florida, 34995, hereinafter called the grantor, toMARTIN COUNTY, a political subdivision of the State of Florida, whose postoffice address is 2401 S.E. Monterey Road, Stuart, Florida, 34996, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$1.00 (ONE) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Martin County, Florida, viz:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO: 1) all conditions, easements and restrictions of record; 2) all applicable zoning ordinances; and 3) taxes for the year 1989 and subsequent years.

PROVIDED HOWEVER, the provisions of Exhibit "B", attached hereto and made a part hereof, shall apply to this conveyance.

FLA. DOC. PAID

\$ 55

Marsha Stiller

Clerk of Circuit Court

Martin Co., Fla.

By ER D.C.**Together** with all the tenements, hereditaments and appurtenances thereto belonging in any wise appertaining.**To Have and to Hold**, the same in fee simple forever.**And** the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.**In Witness Whereof**

the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)

ATTEST: George B. Hough, Jr.
George B. Hough, Jr., President
Signed, sealed and delivered in the presence of:Carla D. Platt
Betty M. English

SOUTHERN LAND GROUP, INC.

By David R. Giunta
David R. Giunta, PresidentSTATE OF FLORIDA
COUNTY OF MARTINI HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID R. GIUNTA and GEORGE B. HOUGH, JR.well known to me to be the President and Vice President respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.WITNESS my hand and official seal in the County and State last aforesaid this 14th day of December, A. D. 1987.

This instrument prepared by:

Address

STEPHEN FRY, Esquire
FRY & OLENICK, P.A.
Stuart Professional Center
900 E. Ocean Boulevard Suite 120
Stuart, Florida 34994Notary Public, State of Florida At Large
My Commission Expires Aug 27, 1999
Bonded by \$25,000 to State of FloridaAccepted pursuant to
Resolution No. 84-11.8aTHIS DEED IS NOT SUBJECT TO THE DOCUMENTARY STAMP TAX
PURSUANT TO DEPARTMENT OF REVENUE RULE 12B-4.014(2)(c).

3CC BK 1 4 5 PG 2 5 1

8 3 9 PG 2 3 1 9

803565

WARRANTY DEED, SPECIAL
FROM CORP.

RECORD VERIFIED

RAMCO FORM 334

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George B. Hough, Jr., Vice President
Signed, sealed and delivered in the presence of:

Carlae D. Platt
Betty M. English

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By David R. Giunta
David R. Giunta, President

STATE OF FLORIDA
COUNTY OF MARTIN

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well known to me to be the President and Vice President respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

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This Instrument prepared by:
Address

STEPHEN FRY, Esquire
FRY & OLENICK, P.A.
Stuart Professional Center
900 E. Ocean Boulevard-Suite 120
Stuart, Florida 34994

Margaret Carter
Notary Public, State of Florida
My Commission Expires Aug. 27, 1990
Bonded By SAFECO Insurance Company of America

3CC BK 145 PGO 255

OR BK 0839 PG 2323

THIS DEED IS NOT SUBJECT TO THE DOCUMENTARY STAMP TAX
PURSUANT TO DEPARTMENT OF REVENUE RULE 12B-4.014(2)(c).

Accepted pursuant to
Resolution No. 89-11, & b

803566

11-7-89

WARRANTY DEED, SPECIAL
FROM CORP.

RECORD VERIFIED

RAMCO FORM 334

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(CORPORATE SEAL)

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ATTEST: *George B. Hough, Jr.*
George B. Hough, Jr., President
Signed, sealed and delivered in the presence of:*Carolee D. Ploetz*
Betty M. English

SOUTHERN LAND GROUP, INC.

By: *David R. Giunta*
David R. Giunta, PresidentSTATE OF FLORIDA
COUNTY OF MARTIN

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well known to me to be the President and Vice President respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation:

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of December, A.D. 1989.Accepted pursuant to
Resolution No. 89-11-8CBee 145/259
3CC BK 475 180259 Prepared by:
AddressSTEPHEN FRY, Esquire
FRY & OLENICK, P.A.
Stuart Professional Center
906 E. Ocean Boulevard-Suite 120
Stuart, Florida 34994*Margaret Carter*
Notary Public, State Of Florida At Large
My Commission Expires Aug. 27, 1990
Bonded by SAECO Insurance Company of America

NRK0 839 PG2 327

THIS DEED IS NOT SUBJECT TO THE DOCUMENTARY STAMP TAX
PURSUANT TO DEPARTMENT OF REVENUE RULE 12B-4.014(2)(c).