



1166327

Rec Fee \$ 10.50 DOUGLASS
Doc Assump \$ St. Lucie
Doc Tax \$ 449.40 Clerk
Int Tax \$ By. 
Dep. 

Property Appraiser's Identity No. 471990

Grantee's Tax Identification No. _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, Made and entered this 26th day of February 1992, by GENERAL DEVELOPMENT CORPORATION, a corporation existing under the laws of Delaware, as Debtor in Possession under U.S. Bankruptcy Court Case No. 90-12231-BKC-AJC, Southern District of Florida, authorized to transact business in the State of Florida, and having its principal place of business at 2601 South Bayshore Drive, Miami, Florida 33133-5461, hereinafter called the Grantor, to J. Keith Symons, as Bishop of the Diocese of Palm Beach, his successors in office, and assigns forever, a corporation sole, whose address is 9995 N. Military Trail, Palm Beach Gardens, Florida 33410, 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 \$10.00 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 St. Lucie County, Florida, vis:

Tract C of the First Replat in Port St. Lucie Section 42, a subdivision according to the plat thereof, as recorded at Plat Book 18, Page 18, of the Public Records of St. Lucie County, Florida (hereinafter the "Property").

This Deed is executed subject to the following:

- (a) ad valorem real estate taxes and special assessments for the year of closing and subsequent years;
- (b) matters shown on the plat of the Property.

TOGETHER with all and every right, title and interest of Grantor in and to the any and all leases, subleases, licenses, tenancies, occupancies and grants of right made by Grantor or any time acquired by Grantor in respect of all buildings (if any), improvements (if any), easements, titles, estates, interests or rights or any part thereof, and all rents, issues and profits arising from or out of such leases, subleases, licenses, tenancies, occupancies, and grants of right, now existing or subsequently created in respect of the Property, up to and including the date hereof.

AND TOGETHER WITH all right, title and interest of Grantor in and to any land lying in the bed of any street, road, highway or avenue, open or proposed, in front of or adjoining all or any part of the Property to the center line thereof (or beyond if owned by law), and all right, title and interest of Grantor, if any, in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to the Property or any part thereof by reason of change of grade of any such street, road, highway or avenue.

Further, the following restrictions shall remain in full force and effect for a period of ten (10) years from the date of recordation of this Deed:

- (a) No building, fence, wall, structure or other improvements of any nature shall be commenced, erected, placed, altered, or maintained, and no addition or alteration to the exterior of any structure or other improvements shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, plans showing the location of the structure(s) or other improvements, signage plans, and a landscaping plan for the Property have been approved in writing by Grantor, which approval shall not be unreasonably withheld or delayed. Grantor's failure to approve fifteen (15) days after delivery of the Plans shall be deemed approval unless Grantor expressly disapproves before that date. Any material change in the exterior appearance of any building, fence, wall, structure, sign or other improvement, and any material change in the appearance of the landscaping as approved or installed initially shall be deemed an alteration requiring approval as aforesaid (the items or matters to be submitted to the Grantor for its approval as provided herein shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans"). Each building, fence, wall, structure or other improvement of any nature and all landscaping shall be erected, placed, or altered upon the Property only in substantial accordance with the Plans as approved. Refusal to approve plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic grounds but shall not be based upon competitive concerns arising from Grantor's development activities in the vicinity of the Property. Grantor's intent in requiring the

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approval of all building Plans is to promote the general welfare and pattern of development of the Property consistent with the surrounding community and its development as envisioned by Grantor's, pursuant to Grantor's marketing objectives. Nothing in Grantor's review and/or approval of the Plans, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Grantee's at Grantee's sole cost and expense. Grantor agrees that Grantee may, if he so elects, build a church, rectory, school, parish hall and related facilities on the Property and that such uses are consistent with the general welfare, pattern of development of the surrounding community and Grantor's marketing objectives.

- (b) Unless Grantor consents otherwise in writing, the Property shall not be used for commercial or industrial purposes.
- (c) In the event of a breach of subparagraphs (a) or (b) above, in addition to all other rights and remedies available to Grantor, at law or in equity, Grantor shall be entitled to injunctive relief. Grantor shall also be entitled to recover all costs, including all attorneys' fees and costs (at all trial and appellate levels), which Grantor incurs in connection with any litigation arising from subparagraphs (a) or (b) above.


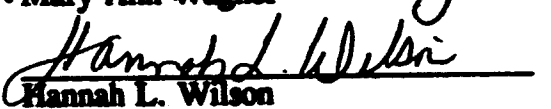
TO HAVE AND TO HOLD, THE SAME IN FEE SIMPLE FOREVER.

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 and through the Grantor, and that said land is free of all encumbrances except as above set forth.

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.

Signed, sealed and delivered
in the presence of:

GENERAL DEVELOPMENT CORPORATION, as
Debtor in Possession under U.S. Bankruptcy Court
Case No. 90-12231-BKC-AJC, Southern District of
Florida


Mary Ann Wagner

Hannah L. Wilson

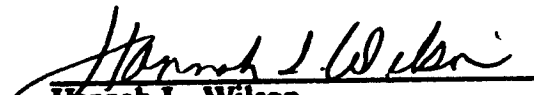
BY: 
HAROLD W. FENNO, Senior Vice President

(CORPORATE SEAL)

State of Florida
County of Dade

The foregoing instrument was acknowledged before me this 26th day of February, 1992, by Harold W. Fenno, Senior Vice President of General Development Corporation, a Delaware corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

My commission expires:


Hannah L. Wilson
Notary Public



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'92 MAR -5 AM:15

FILED AND RECORDED
DOUGLAS DIXON CLERK
ST. LUCIE COUNTY, FL

RETURN TO: M. MORGAN
FLAGLER TITLE COMPANY
1597 PALM BEACH LAKES BLVD., #125
WEST PALM BEACH, FL 33409

44792

COM/Discom - DED (02/24/92)