

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT – SAINT LUCIE COUNTY
File Number: 2309060 OR BOOK 1847 PAGE 2053
Recorded: 11/20/03 11:28

Prepared by and Return to:
David R. Woods
Woods & Woods, P.A.
612 East Colonial Drive, Ste. 190
Orlando, Florida 32803

* Doc Assump: \$ 0.00
* Doc Tax : \$ 45,500.00
* Int Tax : \$ 0.00

Property Appraisers Parcel
Identification Numbers: 4315-111-0002-000/4

SPECIAL WARRANTY DEED

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS INDENTURE, made this 14th day of November, 2003, between **DARYL M. CARTER**, as **Trustee** under the provisions of an unrecorded land trust agreement dated January 31, 2003, of the County of Orange, State of Florida, and known as the **CARTER-ST. LUCIE RIVER LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, as "Grantor", and as party of the first part, and **BDG of HAUPPAUGE, LLC**, a New York limited liability company, whose post office address is: 6800 Jericho Turnpike, Syosset, New York 11791-4498, as "Grantee", and as party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars (\$10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

See attached **Exhibit "A"**

which is hereafter referred to as "the Property")

together with all easements and other rights appurtenant thereto.

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor.

The Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the parties of the first part, but against no others. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

E:\CarterLandTrust\Carter-St. Lucie\st BDG\ClosingDocs\SpWarDeed.wpd

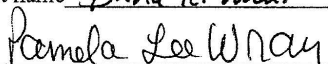
Page 1 of 2

OR BOOK 1847 PAGE 2054

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

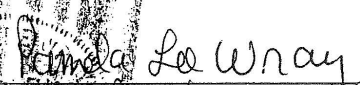

Print name David R. Woods

Print name Pamela Lee Wray

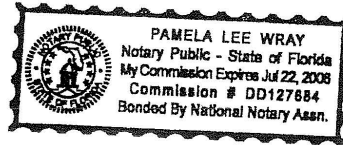
GRANTOR:


Daryl M. Carter, as Trustee of the
Carter-St. Lucie Land Trust

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of November, 2003, by Daryl M. Carter, as Trustee, who is personally known to me and who did take an oath.


Print name Pamela Lee Wray
Notary Public, State of Florida
My commission expires: 07/22/06



OR BOOK 1847 PAGE 2055

EXHIBIT "A"

The Northern portion of an original 90.417 acre parcel of land situate in the East Half of Section 15, Township 37 South, Range 39 East, lying Easterly of Interstate 95 and Southerly of Gatlin Boulevard, and an adjoining .172 acre portion of land in Section 14, Township 37 South, Range 39 East, and being geometrically described as follows:

Commencing at a point (P.O.C.) being a nail and disc in pavement at the Northeast corner of Section 15, Township 37 South, Range 39 East, St. Lucie County, Florida, run thence from said P.O.C. South 00 degrees 04 minutes 16 seconds East along the East line of said Section 15, a distance of 94.96 feet to the South right of way line of Gatlin Boulevard and the POINT OF BEGINNING (P.O.B); thence run Northeasterly with said right of way along a non-tangent curve to the right through a central angle of 0 degrees 04 minutes 29 seconds; an arc distance of 30.00 feet, a chord bearing and distance of North 88 degrees 47 minutes 18 seconds East, 30.00 feet to a point; thence leaving said right of way line of Gatlin Boulevard, and run South 00 degrees 04 minutes 16 seconds East, a distance of 250.60 feet to a point; thence run South 89 degrees 55 minutes 44 seconds West, a distance of 30.00 feet to a point on the East line of Section 15; thence run South 00 degrees 04 minutes 16 seconds East along said East line of Section 15, a distance of 776.41 feet to a point; thence leaving said Section line run South 88 degrees 12 minutes 28 seconds West a distance of 80.04 feet; thence run South 0 degrees 04 minutes 16 seconds East, a distance of 113.21 feet; thence run South 89 degrees 55 minutes 48 seconds West, a distance of 1189.94 feet to a point on the Easterly limited access right of way line of Interstate 95; thence run North 04 degrees 19 minutes 18 seconds East a distance of 370.53 feet to a point; thence run North 10 degrees 43 minutes 46 seconds East, a distance of 220.25 feet; thence run North 13 degrees 28 minutes 39 seconds East, a distance of 248.03 feet; thence run North 32 degrees 02 minutes 11 seconds East, a distance of 213.88 feet; thence run North 69 degrees 09 minutes 13 seconds East, a distance of 213.88 feet; thence run North 84 degrees 54 minutes 10 seconds East, a distance of 628.35 feet to a point; the last described six (6) courses being along the Easterly limited access right of way line of Interstate 95; thence run Easterly along a curve concave to the North having radius of 23,018.31 feet, said curve being the South right of way line of Gatlin Boulevard, an arc distance of 202.55 feet, a chord bearing of North 89 degrees 04 minutes 40 seconds East and a chord distance of 202.55 feet to the POINT OF BEGINNING.

Underline is for addition to base document PUD Amendment #3 (P15-093)

Strike through is for deletion to base document PUD Amendment #3 (P15-093)