

This Warranty Deed Made and executed the 30th day of June A.D. 1983 by

GENERAL DEVELOPMENT CORPORATION

a corporation existing under the laws of Delaware, and having its principal place of business at 1111 So. Bayshore Drive, Miami, Florida 33131 hereinafter called the grantor, to

FLORIDA POWER & LIGHT COMPANY, a Florida corporation

whose postoffice address is 9250 West Flagler Street, Miami, Florida 33131

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, viz: A tract or parcel of land lying in Section 35, Township 36 South, Range 40 East, St. Lucie County, Florida, and being more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

Grantor reserves to itself and to its successors and assigns, a non-exclusive easement for installation, maintenance and repair of underground public utilities, said easement to be ten (10) feet in width and located parallel to and contiguous with the northeasterly property line of the subject property, which is also the southwesterly right-of-way line of U.S. Highway No. 1.

Subject to taxes and assessments for the year 1983 and subsequent years, applicable zoning and building ordinances, and easements granted to Florida Power & Light Company, recorded in Deed Book 73, Page 17, Deed Book 73, Page 30, and Official Records Book 118, Page 332 of the Public Records of St. Lucie County, Florida.

Further subject to covenants and restrictions as set forth in Exhibit "B" attached hereto and made a part hereof by reference.

Together with all the tenements, hereditaments and appurtenances thereto belonging or 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 whomsoever; and that said land is free of all encumbrances

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:

Wayne L. Allen

Secretary

Signed, sealed and delivered in the presence of:

Harold W. Fenno

E. L. Britton

GENERAL DEVELOPMENT CORPORATION

By: Harold W. Fenno, Sr. Vice President

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared

Harold W. Fenno and Wayne L. Allen
Senior Vice

well known to me to be the / President and Secretary 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 30th day of June 1983

This Instrument prepared by: PETER L. BRETON, ESQ.
1111 So. Bayshore Drive
Address Miami, Florida 33131

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 8 1984
BOARDED THRU GENERAL INS. UNDERWRITERS

OR 404 PAGE 2398 1984

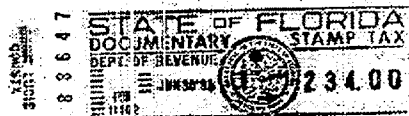
EXHIBIT "A"

A tract or parcel of land lying in Section 35, Township 36 South, Range 40 East, St. Lucie County, Florida and being more particularly described as follows:

Commence at the point of intersection of the Northerly right of way line of Midport Road and the Southwesterly right of way line of U.S. Highway No. 1, said Point of Commencement being the Southeasterly corners of Tract "B", Block 228, according to the Plat of SOUTH PORT ST. LUCIE UNIT SIXTEEN as recorded in Plat Book 16, Page 43, Public Records of St. Lucie County, Florida; thence N 27°55'31" W, along said Southwesterly right of way line of U.S. Highway No. 1, a distance of 1260.00 feet to the POINT OF BEGINNING of the following described parcel:

Thence continue N 27°55'31" W, along aforesaid Southwesterly right of way line, a distance of 275.00 feet; thence S 62°04'29" W, a distance of 400.00 feet; thence S 27°55'31" E, parallel to the aforesaid Southwesterly right of way line, a distance of 275.00 feet; thence N 62°04'29" E, a distance of 400.00 feet to the POINT OF BEGINNING.

Containing 2.52 acres more or less.



Grantee acknowledges that a Development Regional Impact Scheduling Agreement dated February 10, 1978 has been entered into between Grantor and the Florida Division of State Planning. A Master Plan has been filed and subsequently amended by Grantor pursuant to said Agreement and said Master Plan currently provides that the real property conveyed hereby has been designated as utility/commercial use.

The Grantee's development and improvement of this real property shall be in compliance with the Master Plan described above and on file with the Florida Division of State Planning as of the date of the recording of this Deed, or a revised Master Plan with which said Grantee is in agreement. Chapter 380, Florida Statutes, and Chapter 22-F, Florida Administrative Code, shall apply to this real property to the extent legally required by the provisions thereof, notwithstanding the existence of said Development of Regional Impact Scheduling Agreement, and said Grantee shall not be bound by any Development of Regional Impact filing commitments made by Grantor by virtue of said Agreement as distinguished from any legal responsibility imposed upon said Grantee by Chapter 380, Florida Statutes, and Chapter 22-F, Florida Administrative Code.

Further, the following restrictions shall remain in full force and effect for a period of twenty (20) years from the date of recordation of this Deed at which time the same shall automatically cease and terminate.

1. The parties acknowledge and agree that the premises shall be used by Grantee for the sole purpose of an electric sub-station and any modification or change in such use by Grantee will require the consent and approval of Grantor; provided however, in the event Grantee discontinues such use and sells or disposes of the subject property, such subsequent owner of the property, its successors and assigns, may use the property for any purpose allowed or authorized under the then current zoning laws and ordinance of the City of Port St. Lucie, Florida.
2. It is understood and agreed that at no time shall the Grantee be authorized or permitted to fill in the slough at the rear of the property, and the existing drainage shall not be interfered with unless alternate drainage is approved by the necessary and appropriate Governmental authorities, as well as Grantor; provided, however, Grantor shall not unreasonably withhold such approval, and provided further, such approval shall be deemed granted by Grantor if alternate drainage is ordered by any governmental authority or if Grantor does not disapprove any alternate drainage plan by written notice to Grantee within 30 days after such plan has been approved by the necessary and appropriate governmental authorities and Grantor has received a copy thereof for review.

613493

1983 JUN 30 PM 3:30

FILED AND RECORDED
ST. LUCIE COUNTY, FLA.
ROGER FORTIAS
CLERK CIRCUIT COURT

BOOK 404 PAGE 2400

EXHIBIT "B"