

This Document Prepared By:

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First Fort Lauderdale Place, Suite 280
100 N.E. 3rd Avenue
Ft. Lauderdale, FL 33301

* DOC ASSUMP: \$	0.00
* DOC Tax : \$	0.70
* Int Tax : \$	0.00

GRANTEE'S FEI NO.: _____

TAX FOLIO NO.: 4314-100-0001-000-0

CORRECTIVE SPECIAL WARRANTY DEED

THIS CORRECTIVE SPECIAL WARRANTY DEED is made as of the 5th day of August, 2003, between GLASSMAN CORPORATION, a Florida corporation, whose address is 1000 South Federal Highway, Boynton Beach, Florida 33435 ("Grantor"), and GATLIN GROUP HOLDINGS II, LLC, a Florida limited liability company, whose offices are located at 707 East Colonial Drive, Orlando, Florida 32803 ("Grantee").

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to Grantee, including Grantee's successors and assigns forever, that certain parcel of land lying and being in St. Lucie County, Florida (the "Property"), more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

SUBJECT TO:

1. Taxes and assessments for 2003 and subsequent years;
2. Zoning and/or restrictions and prohibitions imposed by governmental authority; and
3. Those exceptions to title set forth on Exhibit "B" attached hereto, which are not reimposed hereby.

TO HAVE AND TO HOLD the same unto Grantee in fee simple.

AND Grantor did covenant with Grantee that, at the time of the delivery of the Original Deed (as hereinafter defined), the Property was free from all encumbrances except as set forth above, and Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through and under it, but against none other.

This Corrective Warranty Deed is being provided to correct the description of the said Grantee indicated in that certain Special Warranty Deed recorded in Official Records Book 1756, Page 1450, of the Public Records of St. Lucie County, Florida on July 21, 2003 (the "Original Deed"), by changing the description of said Grantee from "Gatlin Group Holdings, LLC, a Florida limited liability company" to "Gatlin Group Holdings II, LLC, a Florida limited liability company." The description of the Grantee was indicated in the Original Deed in error.

IN WITNESS WHEREOF, Grantor has executed this Corrective Special Warranty Deed which shall be effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GLASSMAN CORPORATION,
a Florida corporation

Melissa Channing
Name: Melissa Channing

By: [Signature]
Larry D. Glassman, President

Marlene Nicholson
Name: MARLENE NICHOLSON

(Corporate Seal)

1000 South Federal Highway
Boynton Beach, FL 33433

STATE OF FLORIDA)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this 5 day of August, 2003, by LARRY D. GLASSMAN as President of GLASSMAN CORPORATION, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Marlene Nicholson
Signature of Acknowledger
Name typed, printed or stamped:
Title: Notary Public, State of Florida at large
Commission No.

 Marlene Nicholson
MY COMMISSION # DD147883 EXPIRES
November 7, 2006
BONDED THRU TROY FAIN INSURANCE, INC

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I:

Being a Tract of land lying in Section 14, Township 37 South, Range 39 East, a portion of which being Tract WMT-1, according to the FIRST REPLAT OF PORTOFINO ISLES, as approved and under review for recording in the City of Port St. Lucie, St. Lucie County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 14; thence South $00^{\circ}01'29''$ West, along the East line of said Section 14, a distance of 135.11 feet, to the intersection with a line 135.00 feet South of, as measured at right angles, the North line of said Section 14; thence South $87^{\circ}39'47''$ West, parallel with the said North line of Section 14, a distance of 40.03 feet to the intersection with a line 40.00 feet West of, as measured at right angles, the said East line of Section 14, and being the West right-of-way line of Rosser Boulevard, and the POINT OF BEGINNING of the following described Parcel:

Thence continue South $87^{\circ}39'47''$ West, along lastly said line, a distance of 2,160.28 feet; thence South $42^{\circ}39'47''$ West a distance of 35.36 feet; thence South $02^{\circ}20'13''$ East a distance of 185.00 feet; thence South $02^{\circ}14'13''$ West, a distance of 124.08 feet; thence South $00^{\circ}21'33''$ East, a distance of 359.70 feet to the beginning of a curve concave to the West having a radius of 800.00 feet; thence Southerly along the arc of said curve a distance of 536.90 feet through a central angle of $38^{\circ}27'10''$; thence South $38^{\circ}05'37''$ West a distance of 194.62 feet to the beginning of a curve concave to the Southeast having a radius of 450.00 feet; thence Southwesterly along the arc of said curve a distance of 117.07 feet through a central angle of $14^{\circ}54'19''$; thence $23^{\circ}11'17''$ West a distance of 582.56 feet to the beginning of a curve concave to the East having a radius of 25.00 feet; thence Southerly along the arc of said curve a distance of 19.63 feet through a central angle at $44^{\circ}59'27''$ to the point of reverse curvature with a curve concave to the West, having a radius of 78.33 feet; thence Southerly along the arc of said curve a distance of 18.43 feet, through a central angle of $13^{\circ}28'59''$ to the point of reverse curvature with a curve to the Northeast, having a radius of 25.00 feet; thence Southeasterly along the arc of said curve a distance of 25.52 feet, through a central angle of $58^{\circ}29'32''$; thence South $66^{\circ}48'43''$ East a distance of 28.29 feet to the beginning of a curve concave to the North having a radius of 1,053.81 feet; thence Easterly along the arc of said curve a distance of 220.84 feet through a central angle of $12^{\circ}00'26''$; thence North $11^{\circ}10'52''$ East a distance of 115.00 feet to the intersection with a non-tangent curve concave to the North, having a radius of 938.61 feet, the chord of which bears South $82^{\circ}32'55''$ East; thence Easterly along the arc of said curve, a distance of 122.23 feet through a central angle of $07^{\circ}27'34''$; thence South $86^{\circ}16'40''$ East a distance of 614.43 feet to the beginning of a curve concave to the North having a radius of 2,360.00 feet; thence Easterly along the arc of said curve a distance of 273.01 feet through a central angle of $06^{\circ}37'41''$; thence North $87^{\circ}05'38''$ East a distance of 303.07 feet to the beginning of a curve concave to the South having a radius of 940.00 feet; thence Easterly along the arc of said curve a distance of 301.86 feet through a central angle of $18^{\circ}23'57''$; thence South $74^{\circ}30'25''$ East a distance of 422.38 feet; thence South $15^{\circ}29'35''$ West a distance of 115.00 feet; thence South

74°30'25" East a distance of 6.17 feet to the beginning of a curve concave to the North having a radius of 25.00 feet; thence Easterly along the arc of said curve a distance of 27.59 feet through a central angle of 63°13'40" to the point of reverse curvature with a curve concave to the South, having a radius of 80.00 feet; thence Easterly along the arc of said curve a distance of 131.39 feet, through a central angle of 94°06'04" to the point of reverse curvature with a curve concave to the Northeast, having a radius of 25.00 feet; thence Southeasterly along the arc of said curve a distance of 16.31 feet, through a central angle of 37°22'47" to the point of compound curvature with a curve concave to the North, having a radius of 1,240.00 feet; thence Easterly along the arc of said curve, a distance of 193.96 feet through a central angle of 08°57'44"; thence South 89°58'31" East a distance of 137.03 feet; thence North 00°01'29" East a distance of 2,404.57 feet to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL III:

Being Tract "A", according to the PLAT OF PORTOFINO ISLES, as approved and under review for recording in the City of Port St. Lucie, lying in Section 14, Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 14; thence South 00°01'29" West, along the East line of said Section 14, a distance of 135.11 feet, to the intersection with a line 135.00 feet South of, as measured at right angles, the North line of said Section 14; thence South 87°39'47" West, parallel with the said North line of Section 14, a distance of 2,370.58 feet to the POINT OF BEGINNING of the following described Parcel:

Thence continue South 87°39'47" West, along lastly said line, a distance of 263.21 feet; thence South 00°21'33" East, a distance of 1,198.55 feet; thence South 35°55'46" East a distance of 74.32 feet; thence North 38°05'37" East a distance of 184.20 feet to the beginning of a curve concave to the West having a radius of 700.00 feet; thence Northerly along the arc of said curve a distance of 469.79 feet through a central angle of 38°27'10"; thence North 00°21'33" West a distance of 354.93 feet; thence North 06°54'39" West a distance of 125.40 feet; thence North 02°20'13" West a distance of 85.00 feet; thence North 47°20'13" West a distance of 35.36 feet to the POINT OF BEGINNING.

EXHIBIT "B"

1. Agreement by and between the City of Port St. Lucie and Glassman Corporation, dated August 10, 1998, recorded August 25, 1998, in Official Records Book 1167, Page 1774.
2. Ordinance No. 00-77 annexing property into the City of Port St. Lucie, Florida, recorded in Official Records Book 1326, Page 1157.
3. Pre-Annexation Agreement by and between Glassman Corporation and the City of Port St. Lucie, Florida, recorded in Official Records Book 1340, Page 404.
4. Notice of Establishment of the Portofino Isles Community Development District, recorded in Official Records Book 1581, Page 1306.
5. The subject property is located within the Portofino Isles Community Development District and is subject to Special Assessment Revenues as levied by said District as set forth in Final Judgment recorded in Official Records Book 1614, Page 2915.
6. Unrecorded Capacity Agreement between Glassman Corporation and the City of Port St. Lucie, Florida, dated November 17, 2000.
7. Unrecorded Wetlands Mitigation Transfer Agreement dated May 2, 2002, between Glassman Corporation and MitBank USA, Inc.
8. Reciprocal Easement Agreement between Glassman Corporation and Prime Homes at Portofino Isles, Ltd., dated May 5, 2003, recorded May 14, 2003, in Official Records Book 1712, Page 1404 (this agreement burdens to the subject property insofar as it provides for drainage into the water management tract).
9. License Agreement for Entrance Signage between Glassman Corporation and Prime Investors and Developers, Inc., dated February 7, 2003, recorded _____, 2003, in Official Records Book _____, Page _____.
10. License Agreement for sales and construction trailer between Glassman Corporation and Prime Homes at Portofino Isles, Ltd., dated _____, 2003, recorded _____, 2003, in Official Records Book _____, Page _____.
11. Transfer of Development Rights and Post-Closing Agreement between Glassman Corporation and Gatlin Group Holdings II, LLC, dated July __, 2003, recorded _____, 2003, in Official Records Book _____, Page _____.
12. Water Management Easement between Glassman Corporation and Portofino Isles Community Development District, dated _____, 2003, recorded _____, 2003, in Official Records Book _____, Page _____.
13. Stormwater Management System Maintenance Agreement between Glassman Corporation and Portofino Isles Community Development District, dated _____, 2003, recorded _____, 2003, in Official Records Book _____, Page _____.