

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County  
File Number: 1716483 OR BOOK 1219 PAGE 2756  
Recorded: 04-30-99 03:14 P.M.

PREPARED BY AND RETURN TO:  
Michael N. Jonas, P.A.  
1645 Palm Beach Lakes Blvd. Suite 1000  
West Palm Beach, Florida 33401

*Ret. Rhodes  
Holdings (E)*

**DEED**

THIS INDENTURE, made this 16 day of April, 1999, between Midway Commerce Center, Ltd., a Florida limited partnership, whose post office address is Plaza Center, Suite 300, 251-A Royal Palm Way, Palm Beach, Florida 33480, hereinafter referred to as "Grantor", and the St. Lucie County Fire District, whose post office address is 2400 Rhode Island Avenue, Ft. Pierce, FL hereinafter referred to as "Grantee".

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

**WITNESSETH:**

That Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations to said Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, conveyed and sold to said Grantee and Grantee's successors and assigns forever, the following described real property situated, lying and being in St. Lucie County, Florida, to-wit:

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

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any manner appertaining, and all of the restrictions, covenants, easements, right of ways, taxes and assessments affecting the Property.

TO HAVE AND TO HOLD, the same in fee simple forever subject to the following covenants A. and B., which covenants shall run with the Property and shall be enforceable at law and in equity by Grantor and Grantor's successors and assignees:

- A. THAT the Property shall only be used for the development and operation of a fire station; and
- B. THAT the Property will be subject to the restrictions, conditions, reservations, easements, and other matters contained on a plat to be recorded that will be known as the Midway Commerce Center Plat and that subsequent to the recording of the Midway Commerce Center Plat, the Property will also become subject to a property owners association which shall have, among other powers, the power to assess the Property.

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Grantor hereby covenants with said Grantee that it is lawfully seized of said lands in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby warrants the title to said Property, subject to the matters stated herein and except as to those matters stated herein will defend the title to the Property against the lawful claims of all persons or entities claiming by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor has caused this Deed to be signed in its name by its proper officers, and its corporate seal to be affixed, the day and year first above written.

Signed, Sealed and Delivered in the presence of the under-signed witnesses:

Midway Commerce Center, Ltd.,  
A Florida limited partnership

By its General Partner:  
Midway Commerce Center, Inc.,  
a Florida corporation

By: [Signature]  
Paul Rhodes, its President

[Signature]  
Print name: Sally A. Larson

Print name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 1999, by Paul Rhodes, as President of Midway Commerce Center, Inc., as general partner of Midway Commerce Center, Ltd., a Florida limited partnership who is personally known to me or who has produced a driver's license as identification and who did (did not) take an oath.

[Signature]  
Notary Public



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**EXHIBIT A**

**Parcel 3 of the Midway Commerce Center Plat as approved by the City Council  
April 26, 1999, Resolution No. R99-18, being a portion of Port St. Lucie Section 48 First  
Replat Tract A**