

FILE # 200039463  
RCD: Oct 10 2000 @ 03:37PM

This instrument was prepared by:  
Gerald L. Brown  
Emmanuel, Sheppard & Condon  
30 S. Spring Street  
Pensacola, Florida 32501  
C 0022 80336

DEED DOC STAMPS \$ .70

Mary M Johnson, Clerk Of Courts,  
SANTA ROSA COUNTY

Parcel Identification No:33-2S-28-0000-00100-0000

33.<sup>00</sup>  
.70

**QUIT-CLAIM DEED**

**THIS QUIT-CLAIM DEED**, executed this 8<sup>th</sup> day of September, 2000, by Sawgrass Developers, a dissolved Florida general partnership consisting of John S. Carr and Robert B. Montgomery, whose post office address is P.O. Box 12725 Pensacola, Florida 32575, Grantor and Sawgrass at Tiger Point Homeowner's Association, Inc., a Florida not-for-profit corporation, whose post office address is 2820 Oak Ridge Drive, Gulf Breeze, Florida 32561, Grantee:

**WITNESSETH**, That the said Grantor, for and in consideration of the sum of \$10.00, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all of its right, title, interest, claim, demand in and to the real property described as follows, to-wit:

All that certain real property described as Parcel 1 and Parcel 2 on Exhibit "A" attached hereto and all of which is lying and being in the county of Santa Rosa, State of Florida.

This conveyance is made subject to that certain Perpetual Conservation Easement dated October 7, 1986 by and between Sawgrass Developers, a Florida partnership as Grantor and the State of Florida, Board of Trustees of the Internal Improvement Trust Fund as Grantee as recorded in Official Record Book 847 at page 753 of the public records of Santa Rosa County, Florida.

The property being conveyed hereby shall be subject to the following restriction which shall be a restriction running with the land in perpetuity; restrictions and agreements set forth in Agreement between Grantors and the Department of Environmental Regulation, State of Florida dated June 29, 1988 under Variance No.: VE-57-222, a copy of said Agreement being attached hereto as Exhibit "B"; provided however, a written and recordable waiver of the foregoing restriction by the State of Florida, Department of Environmental Regulation and the State of Florida, Board of Trustees of the Internal Improvement Trust Fund may amend or modify the terms of said Agreement.

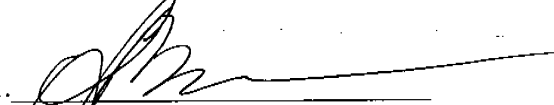
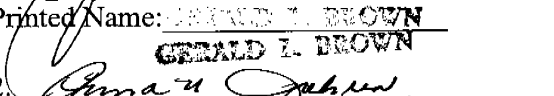
**TO HAVE AND TO HOLD** unto the said Grantee, it successors and assigns forever. This conveyance is made pursuant to the winding up of affairs of Sawgrass Developers, a dissolved Florida general partnership.

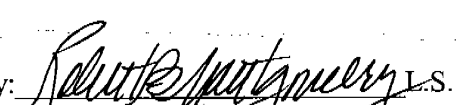
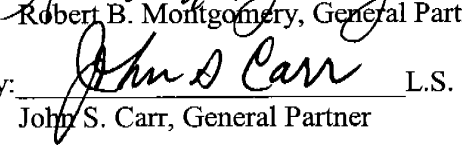
By acceptance of this Quit Claim Deed, Grantee does hereby agree to indemnify and hold harmless, John S. Carr, Robert B. Montgomery and Sawgrass Developers, a dissolved Florida general partnership, from any and all liability and from any and all claims of whatsoever kind or nature arising out of or being related to in any way, the real property described on Exhibit "A" attached hereto, including all costs, expenses and attorneys fees, at trial or upon appeal. This indemnity having been approved by all appropriate action of Grantee.


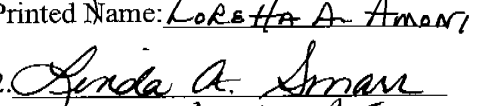
IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

SAWGRASS DEVELOPERS, a dissolved  
Florida general partnership


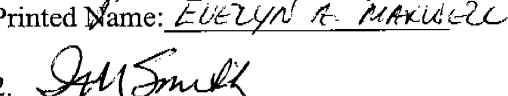
1.   
Printed Name: GERALD L. BROWN  
GERALD L. BROWN  
2.   
Printed Name: ANNA W. JATHORN  
As to Robert B. Montgomery

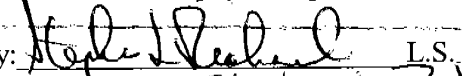
By:  L.S.  
Robert B. Montgomery, General Partner  
By:  L.S.  
John S. Carr, General Partner

1.   
Printed Name: Loretta A. Amari  
2.   
Printed Name: Linda A. Smarek  
As to John S. Carr


Signed, sealed and delivered  
in the presence of:

SAWGRASS AT TIGER POINT  
HOMEOWNER'S ASSOCIATION, INC.,  
a Florida not-for-profit corporation

1.   
Printed Name: EVELYN A. MAXWELL  
2.   
Printed Name: J.M. SMITH  
As to \_\_\_\_\_

By:  L.S.  
Printed Name: Stephen L. Richards  
Its: President

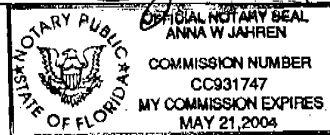
ATTEST:

  
Printed Name: JOSEPH M. EUDRY  
Its: Secretary

STATE OF FLORIDA  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2000 by Robert B. Montgomery as a General Partner of Sawgrass Developers, a dissolved Florida general partnership on behalf of said partnership, who is personally known to me and who did not take an oath.

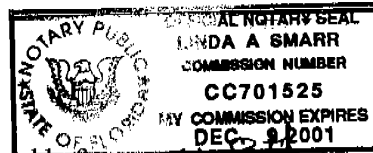
Anna W. Jahren (SEAL)



STATE OF FLORIDA  
COUNTY OF Escambia

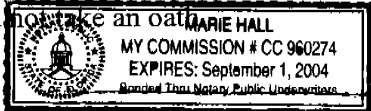
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September, 2000 by John S. Carr as a General Partner of Sawgrass Developers, a dissolved Florida general partnership on behalf of said partnership, who is personally known to me and who did not take an oath.

Linda A. Smarr (SEAL)



STATE OF FLORIDA  
COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 2000 by Stephen L. Richards as a President of Sawgrass at Tiger Point Homeowner's Association, Inc., a Florida not-for-profit corporation on behalf of said corporation, who ( ) is personally known to me or who ( ) has produced drivers license as identification and who did not take an oath.

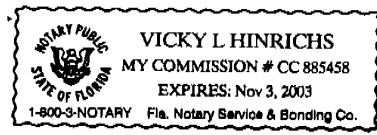


Marie Hall (SEAL)

STATE OF FLORIDA  
COUNTY OF ~~Santa Rosa~~ Escambia

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 2000 by Joseph M. Endry as a Secretary of Sawgrass at Tiger Point Homeowner's Association, Inc., a Florida not-for-profit corporation on behalf of said corporation, who (X) is personally known to me or who ( ) has produced \_\_\_\_\_ as identification and who did not take an oath.

Vicky L. Hinrichs (SEAL)



A portion of Section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 15, Sawgrass at Tiger Point as recorded in Plat Book "D", at Page 19, of the Public Records of Santa Rosa County, Florida, said point be the edge of water of Santa Rosa Sound; thence run North 18°55'27" East for 11.00 feet more or less to a concrete monument; thence continue North 18°55'27" East for 65.00 feet; thence run North 8°16'12" West for 35.31 feet; thence run North 38°33'24" West for 62.03 feet; thence run North 75°57'36" West for 31.21 feet; thence run North 80°32'30" West for 48.49 feet; thence run North 62°56'36" West for 10.40 feet; thence run South 67°57'50" West for 46.99 feet; thence run South 4°01'39" East for 25.48 feet; thence run North 89°35'17" West for 36.72 feet; thence run South 54°25'54" West for 92.91 feet; thence run North 88°04'17" West for 47.13 feet; thence run North 17°37'07" West for 32.92 feet; thence run North 9°51'07" East for 69.50 feet; thence run North 50°46'54" East for 31.72 feet; thence run North 52°39'14" East for 60.91 feet; thence run South 86°52'27" East for 55.45 feet; thence run North 59°48'38" East for 44.98 feet; thence North 73°17'34" East for 19.37 feet; thence run North 28°33'39" East for 94.73 feet; thence run North 46°25'57" East for 62.48 feet; thence run North 28°50'01" East for 70.78 feet; thence run North 7°58'44" East for 63.08 feet; thence run North 24°27'22" East for 13.52 feet; thence run North 4°45'13" East for 44.10 feet; thence run North 85°14'47" West for 60.00 feet; thence run South 5 feet more or less to the edge of a canal; thence meander southerly and southwesterly along the easterly edge of said canal for 800 feet more or less to the edge of water of Santa Rosa Sound; thence meander easterly along the edge of Santa Rosa Sound 600 feet more or less to the Point of Beginning. Containing 3 acres more or less.

AND ALSO

PARCEL 2

A portion of Section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Lot 18, Sawgrass at Tiger Point as recorded in Plat Book "D", at Page 19, of the Public Records of Santa Rosa County, Florida, said point being on the edge of water of Santa Rosa Sound; thence run North 21°18'45" West for 11 feet more or less to a concrete monument; thence continue North 21°18'45" West for 134.00 feet; thence run North 7°24'05" West for 30.25 feet; thence run North 2°17'42" East for 80.08 feet; thence run North 26°59'18" East for 21.93 feet; thence run North 63°43'14" East for 15.90 feet; thence run North 76°26'23" East for 50.07 feet; thence run North 36°33'43" East for 16.33 feet; thence run North 8°51'00" East for 95.88 feet; thence run North 0°56'26" East for 51.58 feet; thence run North 10°13'15" East for 36.70 feet; thence run North 50°26'00" East for 15.72 feet; thence run North 79°56'55" East for 31.47 feet; thence run North 0°13'13" East for 40.49 feet; thence run South 71°41'01" East for 399.48 feet; thence run South 0°44'30" East for 385 feet more or less to the edge of water of Santa Rosa Sound; thence meander westerly along the edge

of Santa Rosa Sound for 485 feet more or less to the Point of Beginning. Containing 3 acres more or less.

SIGNED FOR IDENTIFICATION PURPOSES:

TIGER POINT GOLF & COUNTRY CLUB, INC.

By: John S. Carr  
JOHN S. CARR, President

TIGER POINT PROPERTIES, INC.

By: John S. Carr  
JOHN S. CARR, President

SAWGRASS DEVELOPERS

By: Robert B. Montgomery  
ROBERT B. MONTGOMERY, General Partner

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL REGULATION

In Re: )  
John Carr and Robert Montgomery, dba ) Variance No. VE-57-222  
Sawgrass Developers ) Santa Rosa County  
)

AGREEMENT

Sawgrass Developers ("Sawgrass") and the State of Florida, Department of Environmental Regulation ("Department") agree as follows:

I. BACKGROUND

1. Sawgrass at Tiger Point is a residential development in the Gulf Breeze, on Santa Rosa Sound in Santa Rosa County. On June 16, 1987, the Department received a petition to modify an existing variance (VE-57-222) to allow the temporary mooring of boats at a pier in Class II waters approved for shellfish harvesting by the State of Florida, Department of Natural Resources ("DNR"). The original variance had prohibited all mooring of boats at the pier. The Department has issued a Notice of Intent to Issue the variance modification.

2. On July 27, 1987, DNR indicated to the Department that if there is no extended or overnight mooring of boats at the pier, the project will not be considered a docking facility, and that therefore the project will not result in automatic reclassification of the waters to a Prohibited status. Sawgrass has agreed to prohibit all overnight or extended boat dockings or the mooring of boats with head facilities at the pier for the life of the pier.

3. Sawgrass has also agreed to prohibit the construction of any additional docks within the subdivision by granting a conservation easement over the shoreline to the State of Florida. The conservation easement was entered into on October 7, 1986 (copy attached).

4. Sawgrass has also agreed to prohibit overboard discharges of trash, human waste, oil, gasoline, diesel fuel, or other associated small boat refuse at the pier for the life of the pier.

## II. VARIANCE DURATION AND ENFORCEABILITY

5. This agreement shall become effective upon issuance of the variance.

6. The variance is valid through the life of the dredge and fill permit (DER file number 570997531). As required by Specific Condition No. 4 of the Notice of Intent to Issue the variance modification, Sawgrass acknowledges and agrees that ~~its obligation to prohibit overnight or extended boat mooring~~ and overboard discharges continues throughout the life of the pier, notwithstanding that the variance and permit may expire at an earlier date.

7. This Agreement is an order under Chapter 120, Florida Statutes, enforceable by the Department utilizing the remedies provided by Chapter 403 and 120, Florida Statutes.

8. If the waters in the project area are reclassified by DNR as Prohibited for Shellfish Harvesting at a future date, Sawgrass may apply to the Department for relief from the terms of this Agreement.

III. RECORDATION

9. Within thirty (30) days from the execution of this Agreement, Sawgrass shall cause this Agreement to be recorded in the official property records of Santa Rosa County, Florida. The Department shall be notified in writing of the official record citation of such recording within fifteen (15) days of the date of recording.

IV. REQUIRED AGREEMENT

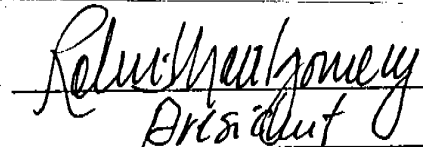
10. This agreement constitutes the agreement required by Specific Condition of No. 4 of the variance.

DEPARTMENT OF ENVIRONMENTAL  
REGULATION

  
DALE TWACHTMANN,  
SECRETARY

Dated 14 Oct., 1988  
1987

SAWGRASS DEVELOPERS

  
President  
TITLE

Dated 6/29/88, 1987