



## FLORIDA EAST COAST RAILWAY COMPANY

ONE MALAGA STREET, P. O. BOX 1048, ST. AUGUSTINE, FLORIDA 32085-1048

November 24, 1993

File 242-2-6

Fort Pierce: Lease of Space for Portions of Golf Course;  
Water Supply Ditches for Railway's Use;  
Use of Water by City - MP 242 +

Ms. Cassandra Steele, CMC, City Clerk  
City of Fort Pierce  
P.O. Box 1480  
Fort Pierce, FL 34954

Dear Ms. Steele:

In connection with the above-captioned lease of space dated December 18, 1990, it has come to our attention that, while the area shown in yellow on the attached print was not included within the lease agreement, same is being utilized in conjunction with Indian Hill Golf Club activities. We have, therefore, included this parcel in the lease agreement at no additional charge.

In this regard, enclosed are duplicate originals of new agreement. Please handle for execution in accordance with the Instruction Letter attached to the agreement, returning both originals to this office for our completion. Following Railway's execution, one fully executed original will be returned to you for your file.

Should you have any questions concerning this matter, I can be reached at the above address or by phone at (904) 826-2269. Your prompt handling is requested.

Sincerely yours,

  
M. O. Bagley, Manager  
Industrial Development  
and Real Estate

MOB:EVA/sld

Attachment

DO NOT REMOVE FROM AGREEMENT

INSTRUCTIONS

1. Kindly have the appropriate authority sign ALL copies of the agreement on Page 12, where indicated by check marks. City/County Clerk should attest the agreement and indicate date of execution.
2. Have two (2) separate persons witness the signature to the left thereof. AFFIXING THE CITY/COUNTY SEAL.
3. Please DO NOT alter or add to the provisions of this document. If, for any reason, you cannot execute same in its present form, kindly return to this office with your comments in writing.
4. DO NOT INSERT EFFECTIVE DATE OF AGREEMENT ON PAGE 1.
5. Return ALL copies of the agreement to this office, together with supporting Resolution authorizing execution of the agreement. When completed, one fully executed copy of the agreement will be returned to you for your files upon completion of execution.
6. Failure to execute the agreement exactly as indicated above will result in rejection by our Law Department and require resubmission for proper execution.

File: 242-2-6

**THIS LEASE**, is effective this 18th day of December A.D. 1993, by and between FLORIDA EAST COAST RAILWAY COMPANY, hereinafter called "Railway" and the CITY OF FORT PIERCE, a Municipal Corporation of the State of Florida, whose address is P.O. Box 1480, Fort Pierce, FL 33454, hereinafter called "Lessee",

**W I T N E S S E T H:**

That in consideration of the covenants herein contained to be kept and performed, Railway does hereby lease to said Lessee the following described property:

Parcel "A": An irregular shaped parcel of land on the portion of Railway's Fort Pierce Yard property lying within Government Lot 1, Section 15, Township 35 South, Range 40 East, St. Lucie County, Florida; being more particularly described as follows:

Commence at the northwest corner of said Government Lot 1, said northwest corner being the intersection of the east line of South Third Street and the north line of said Section 15; Thence easterly along the north line of said Section 15 for a distance of 100.00 feet; Thence southerly parallel with and 100 feet east of the east line of South Third Street for a distance of 125 feet to the beginning of the herein described parcel of land; Thence easterly parallel with and 125 feet south of the north line of said Section 15 for a distance of 350 feet, more or less, to a point of the west line of a driveway; Thence southerly along the west line of said driveway approximately 935 feet to the intersection of a line 250 feet west of and parallel with Railway's southbound main track; Thence continue southerly along a line 250 feet west of and parallel with Railway's southbound main track and around any existing Railway driveway/parking facilities to a point on the south line of said Government Lot 1; Thence westerly along the south line of said Government Lot 1 for a distance of 696.8 feet to a on Railway west property line located 391 feet east of the west line of said Government Lot 1; Thence northerly along Railway's west property line parallel with and 391 feet east of the west line of Government Lot 1 for a distance of 783.9 feet; Thence northwesterly along Railway's west property line for a distance of 357.9 feet to a point 160 feet west of the east line of South Third Street; Thence westerly perpendicular to the east line of South Third Street for a distance of 60 feet; Thence northerly parallel with and 100 feet east of the east line of South Third Street for a distance of 135.8 feet to the Point of Beginning.

4887

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Parcel "B": An irregular shaped parcel of land on the portion of Railway's Fort Pierce Yard property lying in Government Lot 4, Section 15, Township 35 South, Range 40 East, St. Lucie County, Florida; being more particularly described as follows:

Begin at the northwest corner of said Government Lot 4; Thence easterly along the north line of said Government Lot 4 for a distance of 160 feet, more or less, to the intersection of a line parallel with and 50 feet east of the centerline of Railway's yard track #78; Thence southerly parallel with and 50 feet east of Railway's yard track #78 for a distance of 1,740 feet, more or less, to a point opposite the northeasterly switch point of the northerly leg of Railway's wye track #107; Thence southwesterly parallel with and 50 feet northwesterly from the centerline of Railway's wye tracks #107 & #109 for a distance of 1,215 feet, more or less, to a point on the west line of said Government Lot 4; Thence northerly along the west line of said Government Lot 4 for a distance of 2,463.62, more or less, to the Point of Beginning.

Parcel "C": An irregular shaped parcel of land on the portion of Railway's Fort Pierce Yard property lying in Government Lot 1, Section 15, Township 35 South, Range 40 East, St. Lucie County, Florida; being more particularly described as follows:

Commence at the northwest corner of said Government Lot 1, said northwest corner being the intersection of the north line of said Section 15 and the east line of South Third Street; Thence easterly along the north line of said Section 15 for a distance of 100 feet to the beginning of the herein described parcel of land; Thence southerly parallel with and 100 feet east of the east line of South Third Street for a distance of 125 feet; Thence easterly parallel with and 125 feet south of the north line of said Section 15 for a distance of 350 feet, more or less, to a point on the west line of a driveway; Thence northwesterly along the west line of said driveway to the Point of Beginning.

All as shown on Railway's Drawing F-67, dated October 19, 1990 and revised November 9, 1993, attached hereto and made a part hereof.

**TOGETHER WITH THE RIGHT AND PRIVILEGE** to secure from the reservoir of the Railway, or from the ditches supplying such reservoir, water to supply the sprinkler system of the Lessee, but not in excess of 100,000 gallons during any one 24-hour period; PROVIDED, HOWEVER, that if at any time or from time to time in the opinion of the Railway, the withdrawal of any quantities of water by the Lessee depletes or jeopardizes the supply of water which, in the option of the Railway, is reasonably necessary to adequately supply the needs of the Railway and protect the Railway's operations, Lessee shall, upon 48 hours notice from the Railway, discontinue withdrawal of all or any quantity specified, of water from the reservoir of the Railway, or the ditches supplying the same, and shall then obtain water for Lessee's sprinkler system from the City of Fort Pierce or from other sources until notified by the Railway in writing that Lessee may again withdraw water of a specified quantity from the Railway's reservoir and ditches supplying the same; PROVIDED, HOWEVER, further that all substitute water so secured from the municipal plant of the City of Fort Pierce or from other sources by Lessee at and during any suspension of Lessee's right to obtain water from the Railway's reservoir or ditches shall be of such quality that such substitute water will not adversely affect the natural quality of the water supply of the Railway in a manner to render such water less suitable for the Railway's uses; and Lessee will, upon request and 24 hours' notice from the Railway, discontinue the use of any substitute water if at any time in the judgement of the authorized representative of the Railway such substitute water has or will have an adverse effect upon the natural quality of the water flowing into the reservoir and water supply ditches of the Railway.

As part of the consideration of this agreement, Lessee grants unto Railway, so long as Lessee shall have or enjoy any rights, estate or privileges hereunder, and during Lessee's initial term and all renewals, the following rights and privileges:

1. To excavate, maintain and use a water supply ditch with bottom elevation of -1.0 feet, according to the United States Geodetic Survey datum, bottom width of 10 feet and side slopes of 1.0 foot horizontally to 1.0 foot vertically; the centerline of said ditch intersecting the said south line of Government Lot 1 of Section 15, Township 35 South, Range 40 East, at a point located 255 feet, more or less, east from the southwest corner of said Railway's property in said Government Lot 1, said ditch extending thence southeasterly for 400 feet, more or less; also,

2. To clean out, excavate, maintain and use for a water supply ditch that portion of an existing drainage ditch beginning at a point in the south line of Government Lot 1, aforesaid, said point being located 127 feet, more or less, east from the southwest corner of said Railway's property in said Government Lot 1, and

extending thence, meandering in a generally southwesterly direction for 400 feet, more or less; said ditch to be excavated to a bottom elevation of -1.0 foot, according to the United States Geodetic Survey datum, with bottom width of 10 feet and side slopes of 1.0 foot horizontally to 1.0 foot vertically; also,

3. To deposit material excavated from each of the said two ditches hereinabove described, in the construction and maintenance thereof, on areas of land located adjacent thereto; also,

4. To collect and remove by means of said two ditches all water naturally draining into same and to use such water for any purposes whatsoever.

**TO HAVE AND TO HOLD** the hereby leased property:

For the term of one (1) year from the effective date hereof subject to renewal as provided in paragraph D hereof, or until terminated as hereinafter provided.

**LESSEE COVENANTS TO PAY RENTAL AS FOLLOWS:**

An annual rental of **\$25,000.00**, which may be paid in equal quarterly increments, plus Florida Sales and Use Tax, payable in cash upon the execution and delivery of this lease, and if renewed, the same amount in cash in advance for each and every year thereafter until terminated. All rentals for initial and renewal terms are payable in cash on the date specified, in advance, without oral or written demand. Lessee hereby expressly waiving such demand.

**LESSEE AND RAILWAY COVENANT AS FOLLOWS:**

A. In the event of termination of this lease by Railway before the expiration of the initial or any renewal terms, any rental paid in advance unearned shall be returned to Lessee, less any amounts owing to Railway under this lease.

B. That none of the provisions hereof shall be waived or modified, except by Railway, or by mutual agreement, in writing, and no alleged verbal or written inducement prior to execution nor subsequent verbal waiver, or modification, shall be binding under any circumstances. Further, that this lease constitutes the entire understanding of the parties and that neither the failure of the Railway to enforce each and every provision, nor any course of conduct by the Railway shall be considered as a waiver of these provisions.

C. Either party may, in its discretion, for any reason whatsoever, terminate this lease at any time by the giving of notice to the other party as hereinafter provided. If this lease is for a term of one or more years, then 30 days prior notice in writing of the intention of the party to terminate this lease shall be given to the other party. If this lease is for any term less than one year, then 10 days prior notice in writing of the intention of the party to terminate this lease shall be given to the other party; PROVIDED, HOWEVER, Railway may, at its option, terminate this lease for any default or breach of lessee by giving 2 days notice in writing of such termination to the lessee. Any notice of termination shall be delivered to the other party by placing such notice in the United States mail with sufficient postage directed to the other party's post office address, either as last furnished to the terminating party or as otherwise known to it.

D. If Lessee holds over and remains in possession of the hereby leased property after the expiration of the term specified in this lease, or any renewals of such term, this lease shall be considered as renewed for one (1) year, subject to the same terms and conditions as herein contained in this lease. That Lessee shall have no expectation of renewal and that the term of this lease is only for the time specified herein, subject always to the termination provisions and regardless of the length of time that Lessee has occupied the leased property, or the construction by Lessee of any buildings, structures, works, paving, barricades or personal property placed thereon.

E. That if any provision or provisions of this lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

F. That Lessee shall use the leased property only for:

1. Locations for portions of golf course
2. Water supply ditches for Railway's use
3. Use of water by the City of Fort Pierce.

**AND LESSEE COVENANTS WITH RAILWAY AS FOLLOWS:**

1. To keep the leased property and any buildings or other structure, now or hereafter erected thereon, in good condition and repair at Lessee's own expense during the existence of this lease, and to keep the leased property or premises free and clear of any and all grass, weeds, brush and debris of any kind, so as to prevent the same becoming dangerous, inflammable or objectionable. Railway shall have no duty to inspect or maintain any of the leased property, buildings, or other structures, if any, during the term of this lease.

2. To vacate, quit and deliver up the leased property on or before any termination date of this lease in as good condition as it is now.

3. Not to erect or cause to be erected any building or other structure, or any addition to existing buildings or structures on the leased property without first obtaining the approval in writing by Railway of the location, material and construction of the same.

4. Not to sublet the leased property or any part thereof, nor assign this lease, without the consent in writing of Railway, this lease being executed by Railway upon the credit and reputation of Lessee. Acceptance by Railway of rental from a third party shall not be considered as an assignment.

5. Not to take any action or allow any action to be taken by third parties which will interfere with or disparage Railway's title to the leased property.

6. Not to permit the use of the leased property in any manner that will obstruct or interfere with the operation of the Railway, or use of its property.

7. Not to make or suffer any waste or any unlawful, improper, or offensive use of the leased property or premises, or any use disapproved by Railway.

8. To the extent allowed by law, and subject to the limitations of Florida State Statutes 768.28, to indemnify, save and hold harmless Railway, its agents, servants and employees from and against all loss, claims, costs charges, expense, suits, damage and judgments, which they may suffer, sustain or in anywise be subjected to, or for which it may be held liable on account of the death, personal injuries, damage or loss to any person or persons, including employees, agents and officers of Railway and of Lessee, directly or indirectly arising out of or on account of the leasing to or use of the property by Lessee; whether due or claimed to be due by the joint negligence of Railway, its employees, agents or servants, or otherwise.

9. To the extent allowed by law, and subject to the limitations of Florida Statutes 768.28, to indemnify, save and hold harmless Railway, its agents, servants and employees from and against all loss, claims, costs, charges, expense, suits, damage and judgments, which they may suffer, sustain or in anywise be subjected to, or for which it may be held liable on account of any loss or damage caused in any manner to any of Lessee's buildings, structures, works and any personal property whatsoever of Lessee, situated, placed, kept or stored on, in or near the property or premises hereby leased, as well as on account of loss or damage to

any personal property whatsoever, not owned by Lessee, whether owned by Railway or by others, arising directly or indirectly out of or on account of the leasing to or use by Lessee of the property hereby leased; whether due or claimed to be due by the joint negligence of Railway, its employees, agents or servants or otherwise.

10. To the extent allowed by law, and subject to the limitations of Florida Statutes 768.28, to indemnify Railway for all loss, claims, damage, costs and expenses, including attorneys' fees and environmental cleanup costs arising from Lessee's presence upon or use of the leased premises which causes the premises to become contaminated by toxic or hazardous substances or wastes above levels which exceed the allowable levels as set forth in local, state or federal laws and regulations. Railway shall have the right, at reasonable times during the term of this Lease, upon prior notice to Lessee and accompanied by a representative of Lessee (except in cases of emergency) to enter the leased property, including any building or structure that may at any time be on the leased property, for the purpose of examining and inspecting the condition of the leased property and to ensure Lessee's compliance with the terms and conditions of this Lease.

11. To be responsible for and pay Railway the actual cost and expense Railway may incur in paying for, repairing or replacing any engines, cars, rail material, cross-ties, equipment, tools, machinery, freight or other property whatsoever, either owned or in possession of Railway, lost or damaged by any default by Lessee hereunder, or negligence, affirmative act, or omission of Lessee.

12. To perform, at the sole expense of Lessee, all work required in the preparation of the property or premises hereby leased for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property or premises as now being in fit and tenantable condition for all purposes of Lessee.

13. To pay, within thirty (30) days after presentation unto Lessee by Railway of bills for the same, all special assessments, ad valorem taxes, and any other taxes of whatsoever kind or nature levied by the United States of America, State of Florida, any county, municipality or special taxing district organized and existing under the laws of the State of Florida, upon any of the property or premises herein leased. All taxes and special assessments, payable on an annual basis, are to be pro-rated by the parties hereto for the year during which this lease is made, as well as the year in which the same may be terminated.

14. To pay in the same manner as provided in Paragraph 13 hereof, the amount of any necessary documentary stamp taxes required to be affixed to this lease under the laws of the United States of America, the State of Florida, or both.

15. To pay, either directly or upon bills presented unto Lessee by Railway within thirty (30) days after presentation of the same, all bills for electricity for lighting or power, gas, water, telephone and telegraph services, or the proportionate part of the same used by Lessee upon or in the leased property or premises.

16. That it will indemnify, save and hold harmless Railway from any loss, claim or damage which Lessee may sustain arising directly or indirectly by reason of either existing or future zoning or other regulations promulgated by any governmental agency which may adversely affect use by Lessee of the lands hereinabove described, and Lessee shall assume all responsibility for procuring or complying with any ordinance, resolution, order, permit, consent or other such regulation, promulgated by any governmental agency whatsoever, for building or otherwise, required for the use of the premises hereinabove described or for the construction of any facilities upon such premises.

17. That it shall not permit others to use the whole or any part of the leased property or premises, except under and in compliance with the terms and conditions of this lease, and Lessee shall hold Railway harmless as to any such use.

18. That none of the provisions of Paragraph "A" hereof shall be construed as any waiver by Railway of any landlord's lien or liens of Railway upon any personal property, buildings or structures of Lessee, for any rental due or to become due hereunder unto Railway, and Lessee shall not remove any such structures, buildings or personal property from the hereinabove described premises, unless and until all rentals and any other sum of money herein specified to be paid the Railway shall have been fully paid unto Railway.

19. That Lessee shall remove any buildings, structures, works or personal property upon the leased property or premises, including any such items placed upon the leased property or premises subsequent to the date of this lease on or before any termination date of this lease, upon request from the Railway to do so, and in default thereof, such property shall become the property of the Railway. PROVIDED, HOWEVER, Railway may, at its option cause removal of the same from the hereby leased property or premises and/or storage thereof, and storage of any of Lessee's property and property of others, placed by or with Lessee's permission or sufferance on the hereby leased property or premises. The reasonable cost or expense of removal and/or storage of any buildings, structures, works or personal property shall be paid by Lessee unto Railway forthwith upon demand for same.

20. That it waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including but not limited to special damages, severance damages, removal costs or loss of business profits resulting from its loss of occupancy of the leased property specified in this agreement, or adjacent properties owned or leased by it, when any or all of such properties are taken by eminent domain proceedings or sold under the threat thereof. That this waiver and relinquishment applies whether (1) this lease is in existence on the date of taking or sale; or (2) has been terminated prior thereto.

21. That it is expressly agreed by and between the parties hereto that any obligations of the Lessee under the terms of this agreement which are not paid within thirty (30) days of presentation of bills for same by Railway shall bear interest at the rate of twelve per cent (12%) per annum compounded annually from the date of presentation of the bill until same shall be paid. It is further expressly agreed that in the event Railway shall institute and prevail in any action or suit for the enforcement of any of its rights under the provisions of this agreement, Lessee will pay to Railway a reasonable attorney's fee on account thereof. Also in the event of litigation, the parties agree that the laws of the State of Florida will apply. In an action to enforce any of the provisions of this agreement, the parties hereto specifically agree that venue shall lie in St. Johns County, Florida.

22. That its facilities and operations on the herein leased area shall conform to all applicable regulations and ordinances of any governmental agency having jurisdiction thereof.

23. That, at its expense, it will install and maintain facilities to prevent accumulation of surface water, industrial liquids, solid waste matter and sanitary waste resulting from Lessee's operations within the herein leased area. Such facilities to be approved by the Railway and any other governmental agency having jurisdiction thereof.

24. Should any portion of the property described in this lease be used for the loading, unloading or storage of hazardous materials, the Lessee shall (1) be solely responsible for ascertaining that local, state and federal laws, ordinances and regulations do not prohibit the loading, unloading or storage of hazardous materials on the leased property and (2) be solely responsible as between the Railway and the Lessee, for complying with all of the foregoing laws, ordinances and regulations which affect or regulate the loading, unloading or storage operations of hazardous materials on this leased property.

25. It is understood between the parties hereto that Railway reserves unto itself, its successors, permittees, licensees, or other persons, the right to construct and maintain other facilities, including but not limited to, pipelines and/or communication cables, over and across the Railway's affected herein leased property, and further, that Lessee shall take no measures to interfere with the construction or maintenance of said facilities and shall at all times allow ingress and egress to the herein leased property by said successors, permittees, licensees or other persons.

26. Lessee will do no grading on said leased ground space that will in any manner interfere with the Railway's roadbed or other facilities.

27. Lessee is specifically notified that its personnel may be working in an area containing buried active fiber-optic transmission cables as well as other cables and other facilities. Great care will be taken by the Lessee to ensure that no damage is done to those cables and facilities. However, if a cable or other facility is damaged or cut, Lessee agrees to indemnify Railway for any monetary damages which may result.

28. Lessee recognizes ownership of said property by the Railway and Lessee has no intention of setting up any claim of ownership to the herein leased properties.

29. That the portions of the golf course on property of Railway shall be so arranged, located, constructed, maintained and used that no part thereof shall at any time, or in any manner, endanger, interfere with or obstruct the operations of the said Railway on its property or the construction, maintenance and use of its facilities as now located, or to be located, thereon; it being agreed that the construction, maintenance and use of the facilities of the Railway shall include the initial excavation of the water supply reservoirs and supply ditches to same and the maintenance excavation of such reservoirs and ditches and the dumping of the material from such excavation, either construction or maintenance, in locations adjacent to such reservoirs and ditches and also the movement of equipment and forces of said Railway, or its agents, in constructing, maintaining, and using any of its facilities, present or future, and Lessee also agrees, if in the construction, maintenance and use of any facilities of said Railway on its property, the movement and operations of the equipment and forces of said Railway, or its agents, in any manner damage the golf course of the Lessee, the Lessee, at its sole expense, shall effect all necessary restoration and repairs which may be occasioned by such damage and there shall be no responsibility upon the Railway for same.

30. That its construction, maintenance and use of those portions of the golf course on Railway's property shall not in any manner obstruct or interfere with said Railway's water storage reservoir, or the water supply ditches, hereinabove described, or the drainage thereinto, or therefrom, and shall not obstruct, divert, change or deplete the surface existing on said property prior to the construction of the golf course and all grading, or other changes, required in connection with the construction and maintenance of the portions of said golf course on said Railway's property shall be performed only after not less than 72 hours advance notice to the Railway, and shall be performed under the supervision of the authorized representative of said Railway in a manner subject to his approval and Lessee agrees to reimburse Railway for the cost of such supervision.

31. That it will bear all expense of any necessary pole or wire line changes occasioned by Lessee's use of said leased ground space.

32. That it will assume responsibility for all claims for damage or injury to persons or property arising out of the use of the herein leased ground space.

33. That it will not, during the life of this Agreement, dig, drill or operate, or permit the digging, drilling or operation of any well upon any of Railway's property, nor upon any of the real property to which Lessee has any right, title, interest, estate or control lying north of the south line of Government Lots 1 and 4, Section 15, and east of the west lines of the hereinabove described lands leased to said Lessee.

34. That monuments now set or to be set by the Railway to mark the limits of its property will not be interfered with, and Lessee agrees that it will, at its sole cost, provide, install and maintain suitable and adequate protection to prevent damage to or disturbance of such monuments; that in the installation of such protection, the materials used therein and the maintenance of same shall at all times be subject to the approval of said Railway's authorized representative.

35. That any changes required in Lessee's water pipe lines or other facilities of Railway's property, occasioned by Lessee's use of said leased ground space, shall be made by and at the sole cost of Lessee, and any relocation of such facilities will be subject to the approval of the authorized representative of said Railway.

36. That if at any time in the future this Agreement is cancelled or terminated by either Railway or Lessee, Railway hereby allows Lessee a period of thirty (30) days after termination of this Lease to remove any pipe, fittings or other improvements which may have been installed or placed on or about the leased premises.

37. This agreement cancels and supersedes that certain Lease Agreement by and between the parties hereto, dated December 18, 1990, covering the hereinabove described property.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be duly executed under the seal.

Signed, sealed and delivered in the presence of:

**FLORIDA EAST COAST RAILWAY COMPANY**, a Florida Corporation

Theresa W. Layno

By: C. F. [Signature] (SEAL)  
President

Patricia Jewell  
Witnesses as to Railway

Attest: M. C. [Signature]  
Assistant Secretary

Date of Execution: 4-22-94

**CITY OF FORT PIERCE**  
a Municipal Corporation of the State of Florida

Deborah L. Beebe

By: [Signature] (SEAL)  
Mayor

Stephanie K. [Signature]  
Witnesses as to Lessee

Attest: [Signature]  
City Clerk

Date of Execution: 4-5-94

Approved as to Form: John T. Brennan



**FLORIDA EAST COAST RAILWAY COMPANY**

ONE MALAGA STREET, P. O. BOX 1048, ST. AUGUSTINE, FLORIDA 32085-1048

Telephone (904) 826-2269 FAX (904) 826-2322

October 16, 1997

File: 242-2-6

FORT PIERCE: Lease of Space for Portions of Golf Course MP 242+

Mr. James A. Powell, City Manager  
City of Fort Pierce  
P.O. Box 1480  
Fort Pierce, FL 34954

RECEIVED  
TIME 10:30

OCT 20 1997

CITY OF FORT PIERCE  
CITY MANAGER'S OFFICE

Dear Mr. Powell:

As part of the Railway's ongoing Lease review and revision program, rentals for Railway's property are periodically amended to reflect a fair return on the current market value of property. Additionally, new terms and conditions are added to reflect the changing needs of the customer and the Railway. Accordingly, your Lease has been amended to include a new rental charge as set forth below:

Your base rental will be increased to **\$26,500.00** annually, plus Florida Sales and Use Tax if applicable, effective December 18, 1997, payable on a quarterly basis, and you will thereafter be billed accordingly.

All other terms and conditions of the Agreement will remain unchanged and in full force and effect. Kindly acknowledge your acceptance of this amendment by endorsing and returning one executed original to the undersigned prior to the effective date.

Your prompt handling and return is requested.

Sincerely yours,

M. O. Bagley, Manager  
Industrial Development & Real Estate

MOB/ver

**AMENDMENT TO AGREEMENT ACKNOWLEDGED AND ACCEPTED:**

This 7th day of April 1998

By:

Print Name and Title: Edward G. Enns, Mayor

cc: Mr. D. A. Smith  
Mr. R. J. Jones