

TITLE SEARCH REPORT

America Government Services Corporation
3812 W. Linebaugh Avenue
Tampa, Florida 33618
(813) 933-3322

AGSC Search Number: 32512-1
County: St. Lucie
Project: N Causeway Drive

Contractor's Tax I.D. No.: 59-2346160

THE UNDERSIGNED does hereby certify that a search has been made of the Public Records of St. Lucie County, State of Florida, certified to the City of Fort Pierce, Florida, a municipal corporation, as to the following described property to wit:

LEGAL DESCRIPTION: See Exhibit "A", attached hereto.

OWNER(S): City of Fort Pierce

Mailing Address on Deed: N/A

By: TIIF Deed

From: The Trustees of the Internal Improvement Fund of the State of Florida

Dated: May 28, 1929

Filed and Recorded: July 24, 1929

In Deed:

Book: 81 Page: 111

CORPORATE STATUS: NONE

PROBATED ESTATES: NONE

GUARDIANSHIPS: NONE

CONTIGUOUS LANDS: 1434-100-0000-010-6; 1435-200-0002-000-7

FIVE YEAR HISTORY: NONE

TIIF RESERVATIONS AND RELEASES:

Reservation of an undivided three-fourths interest in mineral rights, and an undivided one-half interest in oil rights, in favor of the Trustees of the Internal Improvement Fund of the State of Florida in that certain deed recorded in Deed Book 81, Page 111; restriction of land use for public or municipal purposes only released in Quit Claim Deed 17895-A and 17895-B corrective.

CHAIN OF TITLE:

1. Deed from the Trustees of the Internal Improvement Fund of the State of Florida, to City of Fort Pierce, dated May 28, 1929 and recorded July 24, 1929 in Deed Book 81, Page 111. (contains additional property)

2. Quit Claim Deed from the United States of America, to the City of Fort Pierce, Florida, dated October 28, 1963 and recorded April 16, 1974 in Official Records Book 226, Page 818. (contains additional property)

ENCUMBRANCES:

1. Grant In Perpetuity for Deposit of Spoil between City of Fort Pierce, and United States of America, dated November 28, 1936 and recorded January 12, 1937 in Deed Book 90, Page 37; as thereafter amended in Deed Book 241, Page 25.
2. Order Granting Motion for Partial Summary Judgment in Case No. 91-528-CA in favor of City of Fort Pierce, Florida, dated October 15, 1991 and recorded October 17, 1991 in Official Records Book 759, Page 2466; Stipulated Order for Dismissal preserving the previous order dated April 30, 1992 and recorded May 4, 1992 in Official Records Book 788, Page 1538.
3. Lease of Little Jim Bridge Fish Camp Property from the City of Fort Pierce, a municipal corporation, to Roberta L. Miner, dated August 3, 1993 and recorded August 5, 1993 in Official Records Book 853, Page 2073. NOTE: Lease appears to have expired under its own terms. Also shown for information – Death Certificate for Roberta Lee Miner, deceased July 31, 2010.

Note: All of the above instruments are recorded in the Public Records of St. Lucie County, Florida, unless otherwise noted.

TAXES:

Parcel No.: 1434-100-0000-020/9
Taxes for 2022 are paid in the amount of \$317.95
Current assessment: \$667,800.00
Homestead exemption was NOT filed in 2022.
Delinquent Taxes: None

Site Address:
601 N Causeway Dr
Fort Pierce, FL

ABTRACTOR'S NOTE: The Property Appraiser's map appears to show parcel incorrectly located.

CERTIFICATION:

AS TO THE ORIGINAL SEARCH REPORT:

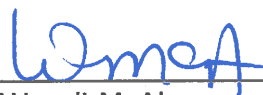
The undersigned hereby certifies that the foregoing TITLE SEARCH REPORT reflects a comprehensive search of the Public Records of St. Lucie County, Florida, showing the apparent ownership of the lands described above, together with outstanding encumbrances affecting the lands.

American Government Services Corporation assumes no responsibility for any defects or omissions in or from the instruments appearing in the chain of title to the property described herein, which defects or omissions would render such instruments void.

This report is furnished at your request for information only and is not to be construed as a title opinion or a guarantee of title. It is not a title insurance policy.

The liability of American Government Services Corporation is limited to \$1000.00 per report and shall not in any event exceed the maximum liability as set forth under F.S. 627.7843 (3).

Effective date from 1913 through August 4, 2023 at 8:00 a.m.:



Wendi McAleese
American Government Services Corporation

EXHIBIT "A"

A tract or parcel of land located in Section 35, Township 34 South, Range 40 East, St. Lucie County, Florida, and being part of Tract No. 1, Fort Pierce Harbor Project, Florida (Portion of Tract No. 8801-E-MSAL-6-1CW, Jacksonville, to Miami, Florida), as Surveyed by Albritton, Fowler and Kirby, Inc. Oct. 1989, and described as follows:

Commencing at the Northwest Corner of Section 35, Township 34 South, Range 40 East, and run $889^{\circ}-49'-01''\text{E}$, 1556.56 feet to a point on said Section Line; Thence $800^{\circ}-10'-59''\text{W}$, 1908.70 feet to the Place of Beginning; Thence from said Point of Beginning, $N58^{\circ}-59'-38''\text{E}$, 166.32 feet; Thence $S75^{\circ}-40'-00''\text{E}$, 200.00 feet; Thence $S54^{\circ}-07'-50''\text{W}$, 159.37 feet to the high water/vegetation mark; Thence continuing in a Southerly direction along said high water/vegetation mark the following courses and distances: $S84^{\circ}-49'-25''\text{W}$, 52.31 feet; $S70^{\circ}-54'-43''\text{W}$, 140.75 feet; $S54^{\circ}-05'-42''\text{W}$, 25.90 feet; $N35^{\circ}-54'-18''\text{W}$, 72.65 feet; $N32^{\circ}-50'-14''\text{E}$, 76.58 feet, to the Point and Place of Beginning



Saint Lucie County Property Appraiser

Michelle Franklin CFA

Report generated: Friday, August 11, 2023

Parcel Report



Parcel

PARCELNO: 1434-100-0000-020-9

Property ID: 135948

Owner1: Ft Pierce City Of-Lessor-

SiteAddress: 601 N CAUSEWAY DR

Owner

Owner1: Ft Pierce City Of-Lessor-

Owner2: Roberta-Lessee- Miner

Owner3:

MailingAddress: PO Box 1480 Fort Pierce, FL 34954-1480

Overview

PrimaryLandUse: 2000 - AIRPT/MARINA

DistrictGroup: 0022 - Fort Pierce

Subdivision: Metes and Bounds

Just/Market Value: \$667,800

FinishedArea: 2,106

Acres: 0.34

TotalArea: 14,810.4

Legal Description

LegalDescription: 35 34 40 FROM NW COR OF SEC RUN S 89 DEG 49 MIN 01 SEC E 1556.56 FT, TH S 00 DEG 10 MIN 59 SEC W 1908.70 FT TO POB, TH N 58 DEG 59 MIN 38 SEC E 166.32 FT, TH S 75 DEG 40 MIN 00 SEC E 200 FT, TH S 54 DEG 07 MIN 50 SEC W 159.37 FT TO HIGH WATER/VEG MARK, TH MEANDERING SD HW MARK SWLY 218.96 FT M/L, TH N 35 DEG 54 MIN 18 SEC W 72.65 FT, TH N 32 DEG 50 MIN 14 SEC E 76.58 FT TO POB (0.86 AC) (CONTAINING 0.89 AC PER LEASE)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2022	\$667,800	\$22,000	\$639,900	\$5,900	\$667,800	\$667,800	\$0	\$0	\$0
2021	\$986,400	\$13,800	\$967,100	\$5,500	\$975,623	\$975,623	\$0	\$10,777	\$0
2020	\$986,900	\$14,200	\$967,100	\$5,600	\$886,930	\$886,930	\$0	\$99,970	\$0

Tax Links

[SLC Tax Collector's Office taxes for this parcel](#)

[Download TRIM notice for this parcel](#)

Exemptions

Description	Tax Year	Grant Year	Amount
City of Ft Pierce	2022		\$667,800

Special Assessments

Description	Start Year	Units	Amount
Fort Pierce Stormwater Charge	2019	4.8	331.2

Improvements

Building Sequence: 1

Bedrooms: 0

Bathrooms: 0

Building Type: STRL - STORE (STRIP CENTER/INDIVIDUAL UNIT)

Story Height: 1 Story

No of Living Units:

Total Finished Area: 2,106

Gross Sketched Area: 2,922

Year Built: 1960

Effective Year: 1960

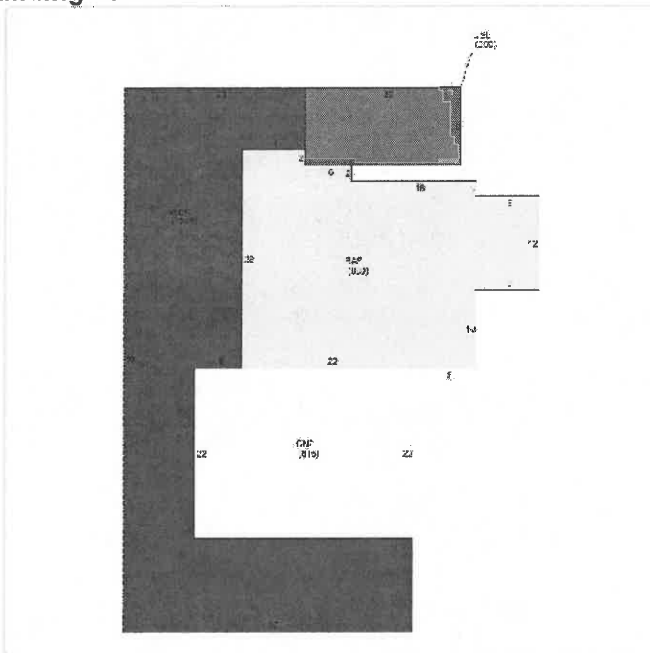
Primary Roof Cover: Dim Shingle

Primary Roof Structure: Gable

Primary Wall: Wood no Sh

A/C %: 100

Building Sketches



Sub Area

Building Sequence	Sketch Area Code	Description	Finished Area	Gross Area
1	WDK	WOOD DECK	1,246	1,246
1	USL	Utility Shed Low	0	200
1	CN2	CANOPY	0	616
1	BAS	BASE AREA	860	860

SFYI

Description	Units	Year Built
WOOD DOCK	1,012	1950

Land Lines

Line Number	Units	Unit Type
1	23,958	SqFt
2	14,810	SqFt
3	16	Slip

Permits

Permit Number	Issue Date	Description
BP15-2858	10/30/2015	Re Roof Permit
BP13-0559	08/22/2013	Alterations/Remodeling
c1011-0075	03/08/2011	Additions to existing construction
DK20063	05/22/2006	Dock

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
12/31/1899	\$0				-	Clerk of Courts

Photos





CHRIS CRAFT
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308
Fort Pierce, FL 34954-0308
772-462-1650
www.tcslc.com

**2022 REAL ESTATE
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

Skip the trip and pay at www.tcslc.com

- echeck (electronic payment from your checking account for a small fee)
- Credit card (2.5 % convenience fee applies)
- Print your receipt instantly online!

ACCOUNT

1434-100-0000-020/9

ESCROW

Ft Pierce City Of-Lessor-
Roberta-Lessee- Miner
PO Box 1480
Fort Pierce, FL 34954-1480

Government

601 N CAUSEWAY DR, Fort Pierce
35 34 40 FROM NW COR OF SEC RUN S 89 DEG
49 MIN 01 SEC E 1556.56 FT, TH S 00 DEG
See Additional Legal on Tax Roll

12/05/2022
Effective Date 11/30/2022
Receipt # 0000-20221205-042821

Paid
RETAIN THIS PORTION FOR YOUR RECORDS

AD VALOREM TAXES						
TAXING AUTHORITY		MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
County Parks MSTU	772-462-1670	0.1813	667,800	667,800	0	0.00
Co Public Transit MSTU	772-462-1670	0.1269	667,800	667,800	0	0.00
Erosion District E	772-462-1670	0.1763	667,800	667,800	0	0.00
Law Enf, Jail, Judicial Sys	772-462-1670	2.7294	667,800	667,800	0	0.00
Co General Revenue Fund	772-462-1670	4.2077	667,800	667,800	0	0.00
Childrens Service Council	772-408-1100	0.4025	667,800	667,800	0	0.00
St Lucie Co Fire District	772-621-3342	3.0000	667,800	667,800	0	0.00
FL Inland Navigation Dist	561-627-3386	0.0320	667,800	667,800	0	0.00
City of Fort Pierce	772-467-3000	6.9000	667,800	667,800	0	0.00
School Discretionary	772-429-3970	0.7480	667,800	667,800	0	0.00
School Capital Improvment	772-429-3970	1.5000	667,800	667,800	0	0.00
School Req Local Effort	772-429-3970	3.2310	667,800	667,800	0	0.00
School Voter Referendum	772-429-3970	1.0000	667,800	667,800	0	0.00
Mosquito Control	772-462-1670	0.1352	667,800	667,800	0	0.00
S FL Wtr Mgmt District	561-686-8800	0.2301	667,800	667,800	0	0.00
MILLAGE CODE	0022	TOTAL MILLAGE	24.6004	TOTAL AD VALOREM TAXES		\$0.00

eBill

Go paperless and receive your tax bill by email.

www.tcslc.com

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY		AMOUNT
FP23 Fort Pierce Stormwater Mgmt Maint	772-467-3777	331.20
TOTAL ASSESSMENTS		\$331.20



Scan to view your bill online

COMBINED TAXES AND ASSESSMENTS \$331.20

Pay One Amount (Discount Already Deducted)	If Postmarked By Please Pay	Nov 30, 2022 \$0.00			
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CHRIS CRAFT
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308
Fort Pierce, FL 34954-0308
772-462-1650
www.tcslc.com

2022 REAL ESTATE

ACCOUNT

1434-100-0000-020/9

Please add your phone number for our records:

Ft Pierce City Of-Lessor-
Roberta-Lessee- Miner
PO Box 1480
Fort Pierce, FL 34954-1480

Pay online at www.tcslc.com

AMOUNT DUE

I am paying the following amount (check only one box):

Nov 30, 2022	\$0.00
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Checks payable to St. Lucie County Tax Collector
U.S. funds only through U.S. bank
No postdated checks · Print receipt online



14/26S

14/27S

14/36N

14/34N

14/36S

14/34N

14/35S

SAINT LUCIE COUNTY, FLORIDA

SHEET NUMBER 35

14/35

SECTION 35

TOWNSHIP 34

RANGE 40

ASSESSMENT MAP
 THIS MAP HAS BEEN PREPARED FOR THE SAINT LUCIE COUNTY PROPERTY APPRAISER'S PURPOSES ONLY AND DOES NOT NECESSARILY REFLECT AN ACTUAL SURVEY. THE SAINT LUCIE COUNTY PROPERTY APPRAISER DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON.



PREPARED FOR
Michelle Franklin, CFA
 SAINT LUCIE COUNTY PROPERTY APPRAISER

Map Last Updated: 7/16/2023

Internal Improvement Fund, State of Florida

DEED NO. 17,895.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority of Section 1061 of the Revised General Statutes of Florida, and according to the provisions and procedure provided for in Section 1062 of the Revised General Statutes of Florida, and for and in consideration of the sum of Five Thousand Nine Hundred Forty-Five & 37/100 dollars, to them in hand paid by City of Fort Pierce

\$125.00

St. Lucie County, Florida, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed to the said City of Fort Pierce in St. Lucie County, Florida, and its successors, for public and municipal purposes ^{only} and ~~and other~~, forever, the following described lands, to-wit:

Beginning at a point on the North boundary of Section 34, Township 34 South, Range 40 East, 2,008 feet West of the N. E. Corner;

Run South 3,000 feet;

Thence South 41 degrees, 26 minutes, East, 3,041 feet to S. E. corner of Section 34; thence East along South boundary of Sec. 35, 1,200 feet;

- Thence North 74 degrees 00 minutes East 3,200.00 feet;
- Thence North 24 degrees 00 minutes East 800.00 feet;
- Thence North 57 degrees 11 minutes West 2,709.00 feet;
- Thence North 16 degrees 05 minutes West 222.80 feet;
- Thence North 75 degrees 13 minutes West 615.60 feet;
- Thence South 59 degrees 23 minutes West 166.50 feet;
- Thence North 67 degrees 23 minutes West 984.10 feet;
- Thence North 54 degrees 01 minute East 128.00 feet;
- Thence North 43 degrees 43 minutes East 734.80 feet;
- Thence North 20 degrees 06 minutes East 537.20 feet;
- Thence North 21 degrees 12 minutes West 345.80 feet;
- Thence South 55 degrees 56 minutes West 300.00 feet;
- Thence South 40 degrees 14 minutes West 200.00 feet;
- Thence South 17 degrees 00 minutes West 137.90 feet;
- Thence South 66 degrees 22 minutes West 887.10 feet;
- Thence South 72 degrees 47 minutes West 64.20 feet;
- Thence North 47 degrees 12 minutes West 1,362.00 feet;
- Thence West 1,008.00 feet;

to the point of beginning as above described; containing 475.63 acres, more or less.

All lying and being in Sections 34 and 35, Township 34 South, Range 40 East, St. Lucie County, Florida.

The same being Tract No. 3 Saint Lucie County, Submerged lands of Internal Improvement Fund of the State of Florida.

TO HAVE AND TO HOLD the said above mentioned and described land and premises, and all the title and interest of the Trustees therein as granted to them by Section 1061 of the Revised General Statutes of Florida, unto the said City of Fort Pierce

and its successors, for public and municipal purposes only
~~heirs and assigns, forever.~~

SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described lands, and an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in or under the said above described land, with the privilege to mine and develop the same.

IN WITNESS WHEREOF, The Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed their seals, and have caused the seal of the DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA, to be hereunto affixed, at the Capitol, in the City

of Tallahassee, on this the 28th. day of May, A. D. Nineteen
Hundred and Twenty-Nine.

Doyle E. Carlton (SEAL)
Governor.

Ernest Amos (SEAL)
Comptroller.

W. V. Knott (SEAL)
Treasurer.

Fred H. Davis (SEAL)
Attorney-General.

Nathan Mayo (SEAL)
Commissioner of Agriculture.

(SEAL)
Sent to
J. W. Dunn,
City Clerk,
Ft. Pierce, Fla.
July 5, 1929.

Date corrected and sent to
Walter M. Rogers, City attorney,
Ft. Pierce, Florida.
July 15, 1929.

Corrected and sent to
Walter M. Rogers, City Attorney,
Fort Pierce, Florida.
July 19, 1929.

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

QUITCLAIM DEED

NO. 17895-A

KNOW ALL MEN BY THESE PRESENTS: That the Trustees of the Internal Improvement Fund of the State of Florida, for and in consideration of the sum of Ten and 00/100 Dollars, (\$10.00), to them in hand paid, have remised, released and quitclaimed and by these presents do remise, release and quitclaim unto the CITY OF FORT PIERCE in St. Lucie County, Florida, a municipal corporation, its successors and assigns, all of the right, title, interest, claim and demand arising out of the following restrictive provisions contained in Trustees' Deed No. 17895, dated May 28, 1929, to-wit:

"TO HAVE AND TO HOLD the said above mentioned and described land and premises, and all the title and interest of the Trustees therein as granted to them by Section 1061 of the Revised General Statutes of Florida, unto the said City of Fort Pierce, and its successors, for public and municipal purposes only, forever";

insofar as said restrictive provisions affect the following described lands contained in that certain Deed No. 17895 from the Trustees of the Internal Improvement Fund of the State of Florida to the CITY OF FORT PIERCE, bearing date of May 28, 1929:

Beginning at a point on the North boundary of Section 34, Township 34 South, Range 40 East, 2,008 feet West of the N.E. Corner; run South 3,000 feet; thence South 41° 26' East, 3,041 feet to the S.E. corner of Section 34; thence East along South boundary of Section 35, 1200 feet; thence North 74° 00' East, 3,200.00 feet; thence North 24° 00' East, 800.00 feet; thence North 57° 11' West, 2,709.00 feet; thence North 16° 05' West, 222.60 feet; thence North 75° 12' West, 615.60 feet; thence South 59° 23' West, 166.50 feet; thence North 67° 23' West, 984.10 feet; thence North 54° 01' East, 128.00 feet; thence North 43° 43' East, 734.80 feet; thence North 20° 06' East, 537.20 feet; thence North 21° 12' West, 345.80 feet; thence South 55° 56' West, 300.00 feet; thence South 40° 14' West, 200 feet; thence South 17° 00' West, 137.90 feet; thence South 66° 22' West, 887.10 feet; thence South 72° 47' West, 64.20 feet; thence North 47° 12' West, 1,362.00 feet; thence West 1,008.00 feet to the point of beginning as above described; containing 475.63 acres, more or less. All lying and being in Sections 34 and 35, Township 34 South, Range 40 East, St. Lucie County, Florida. The same being Tract No. 3 St. Lucie County submerged lands of Internal Improvement Fund of the State of Florida.

SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same.

It is the intention of the Trustees by the execution of this instrument to release, cancel and eliminate the covenant contained in said above numbered instrument restricting the use of said lands as described therein for public and municipal purposes only as authorized by Chapter 67-947, Acts of 1967.

IN TESTIMONY WHEREOF, the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Trustees to be hereunto affixed, in the City of Tallahassee, Florida, on this the 21st day of September, A. D. 1967.


GOVERNOR



Secretary of State


Attorney General


Comptroller


Treasurer


Superintendent of Public Instruction


Commissioner of Agriculture

As and Constituting the Trustees of the Internal Improvement Fund of the State of Florida

(SEAL)
Trustees I.I. Fund

STATE OF FLORIDA
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

QUITCLAIM DEED

NO. 17895-B Corrective

KNOW ALL MEN BY THESE PRESENTS: That the State of Florida Board of Trustees of the Internal Improvement Trust Fund, for and in consideration of the sum of Ten and 00/100 Dollars, (\$10.00), to it in hand paid, has remised, released and quitclaimed and by these presents does remise, release and quitclaim unto the CITY OF FORT PIERCE in St. Lucie County, Florida, a municipal corporation, its successors and assigns, all of the right, title, interest, claim and demand arising out of the following restrictive provisions contained in Trustees' Deed No. 17895, dated May 28, 1929, to-wit:

"TO HAVE AND TO HOLD the said above mentioned and described land and premises, and all the title and interest of the Trustees therein as granted to them by Section 1061 of the Revised General Statutes of Florida, unto the said City of Fort Pierce, and its successors, for public and municipal purposes only, forever";

insofar as said restrictive provisions affect the following described lands contained in that certain Deed No. 17895 from the Trustees of the Internal Improvement Fund of the State of Florida to the CITY OF FORT PIERCE, bearing date of May 28, 1929:

Beginning at a point on the North boundary of Section 34, Township 34 South, Range 40 East, 2,008 feet West of the N.E. Corner; run South 3,000 feet; thence South 41°26' East, 3,041 feet to the S.E. Corner of Section 34; thence East along South boundary of Section 35, 1200 feet; thence North 74°00' East, 3,200.00 feet; thence North 24°00' East, 800.00 feet; thence North 57°11' West, 2,709.00 feet; thence North 16°05' West, 222.60 feet; thence North 75°12' West, 615.60 feet; thence South 59°23' West, 166.50 feet; thence North 67°23' West, 984.10 feet; thence North 54°01' East, 128.00 feet; thence North 43°43' East, 734.80 feet; thence North 20°06' East, 537.20 feet; thence North 21°12' West, 345.80 feet; thence South 55°56' West, 300.00 feet; thence South 40°14' West, 200 feet; thence South 17°00' West, 137.90 feet; thence South 66°22'

DESCRIPTION APPROVED
AND
THIS INSTRUMENT WAS PREPARED BY
FRED VIDZIS
ELLICI BUILDING
TALLAHASSEE, FLORIDA 32304

West, 887.10 feet; thence South 72°47' West, 64.20 feet; thence North 47°07' West, 1,363.99 feet; thence West 1,008.00 feet to the point of beginning as above described; containing 475.61 acres, more or less. All lying and being in Sections 34 and 35, Township 34 South, Range 40 East, St. Lucie County, Florida. The same being Tract No. 3 St. Lucie County submerged lands of the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

SAVING AND RESERVING unto the said State of Florida Board of Trustees of the Internal Improvement Trust Fund and their successors, an undivided three-fourths interest in, and title in and to, an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.

It is the intention of the State of Florida Board of Trustees of the Internal Improvement Trust Fund by the execution of this instrument to release, cancel and eliminate the covenant contained in said above numbered instrument restricting the use of said lands as described therein for public and municipal purposes only as authorized by Chapter 67-947, Acts of 1967.


IN TESTIMONY WHEREOF, the Trustees, for and on behalf of the State of Florida Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 30th day of January, A. D. 19 70.

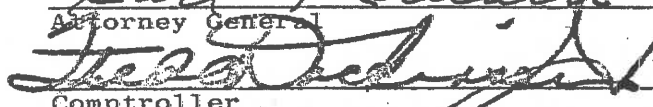
(SEAL)

STATE OF FLORIDA BOARD
OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND


Governor


Secretary of State


Attorney General


Comptroller


Treasurer


Commissioner of Education


Commissioner of Agriculture

As and Constituting the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

279688

Portion of Tract No. 1 -
Fort Pierce Harbor Project, Fla.
Portion of Tract No. 8801-E
(MSA SL-6) - Intracoastal Waterway -
Jacksonville to Miami, Florida

QUITCLAIM DEED

THIS INDENTURE, made this 28th day of OCTOBER
1963, between the UNITED STATES OF AMERICA, acting by and through
Cyrus R. Vance, Secretary of the Army, under and pursuant
to the Federal Property and Administrative Services Act of 1949, (63 Stat.
377), as amended, and the delegation of authority to the Secretary of
Defense from the Administrator of the General Services Administration
dated 28 March 1957 (22 Fed. Reg. 2265) and the redelegation of authority
from the Secretary of Defense to the Secretary of the Army dated 24 April
1957 (22 Fed. Reg. 3164), party of the first part, and the City of Fort
Pierce, Florida, party of the second part;

WITNESSETH: That the said party of the first part, for and in
consideration of the sum of One Dollar (\$1.00), to it in hand paid by
the party of the second part, the receipt of which is hereby acknowledged,
has remised, released, and forever quitclaimed, and by these presents does
remise, release and forever quitclaim to the party of the second part,
its successors and assigns, all right, title and interest, claim and
demand, which the said party of the first part has in and to the following
described property, situate, lying and being in St. Lucie County, Florida,
to-wit:

Portion of Tract No. 1
Fort Pierce Harbor Project, Florida
(Portion of Tract No. 8801-E - MSA SL-6
ICW - Jacksonville to Miami, Florida)

A tract or parcel of land located in Sections 34 and 35, Township
34 South, Range 40 East, St. Lucie County, Florida, more particularly
described as follows:

Beginning at a point on the north boundary of Section 34, Township
34 South, Range 40 East, 2,008 feet West of the N. E. Corner; run South
3,000 feet; thence South 41 degrees 26 minutes East 3,041 feet to S. E.
Corner of Section 34; thence East along south boundary of Section 35,
1,200 feet; thence North 74 degrees 00 minutes East 3,200.00 feet;
thence North 24 degrees 00 minutes East 800.00 feet; thence North 57
degrees 11 minutes West 2,709.00 feet; thence North 16 degrees 05 min-
utes West 222.60 feet; thence North 75 degrees 12 minutes West 615.60
feet; thence South 59 degrees 23 minutes West 166.50 feet; thence
North 67 degrees 23 minutes West 984.10 feet; thence North 54 degrees
01 minute East 128.00 feet; thence North 43 degrees 43 minutes East
734.80 feet; thence North 20 degrees 06 minutes East 537.20 feet;
thence North 21 degrees 12 minutes West 345.80 feet; thence South
55 degrees 56 minutes West 300.00 feet; thence South 40 degrees 14
minutes West 200.00 feet; thence South 17 degrees 00 minutes West 137.90
feet; thence South 66 degrees 22 minutes West 887.10 feet; thence South
72 degrees 47 minutes West 64.20 feet; thence North 47 degrees 12 min-
utes West 1,362.00 feet; thence West 1,008.00 feet to the point of
beginning as above described; containing 475.63 acres, more or less.
All lying and being in Sections 34 and 35, Township 34 South, Range
40 East, St. Lucie County, Florida; less and except, all that area
lying west of a line parallel to and 1250 feet east of the east right-
of-way line of the Intracoastal Waterway, and all that area lying south
of a line parallel to and 1750 feet northwesterly of the centerline of
Ship Channel between Ft. Pierce Inlet and Ft. Pierce Harbor.

The above description, less the exceptions, contains 426.82 acres,
more or less;

Record - 600

THE STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments Alto Adams and his wife Carra Adams, to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY that the said Carra Adams, known to me to be the wife of the said Alto Adams, on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Fort Pierce, County of St. Lucie, and State of Florida, this 18th day of November A.D. 1936

(Notary seal)

Helen S. Groh (Enns)
Notary Public
My commission expires July 31, 1939

Filed and recorded this the 8th day of January A.D. 1937 at 2:25 P.M.

(Cl. Ct. seal)

W.R. LOTT, CLERK CIRCUIT COURT

BY Jessie Hambleton D.C.

Record Verified

8874 GRANT IN PERPETUITY FOR DEPOSIT OF SPOIL IN CONNECTION
WITH THE MAINTENANCE OF FORT PIERCE HARBOR, ST. LUCIE COUNTY, FLORIDA
City of Fort Pierce. to United States of America

STATE OF FLORIDA)
COUNTY OF ST. LUCIE) ss.

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, in the River and Harbor Act of Congress, approved August 30, 1935, provision was made for deepening and widening the turning basin and the channels at the inlet and across the Indian River, Fort Pierce Harbor, Fla., in accordance with reports submitted in House Document No. 21, Seventy-Fourth Congress, first session, subject to the condition, among others that local interests provide suitable areas for the disposal of dredged material during construction and subsequent maintenance, and

WHEREAS, the undersigned Grantor is the true and lawful owner of the certain tract or parcel of land situated in St. Lucie County, State of Florida, more particularly designated as follows:

Beginning at a point on the north boundary of Section 34, Township 34 South, Range 40 East, 2,008 feet West of the NE corner; run South 3,000 feet; thence South 41 degrees 26 minutes East 3,041 feet to SE corner of Section 34; thence East along South boundary of Section 35, 1,200 feet; thence North 74 degrees 00 minutes East 3,200.00 feet; thence North 24 degrees 00 minutes East 800.00 feet; thence North 57 degrees 11 minutes West 2,709.00 feet; thence North 16 degrees 05 minutes West 222.60 feet; thence North 75 degrees 12 minutes West 615.60 feet; thence South 59 degrees 23 minutes West 166.50 feet; thence North 67 degrees 23 minutes East 984.10 feet; thence North 54 degrees 01 minute East 128.00 feet; thence North 43 degrees 43 minutes East 734.60 feet; thence North 20 degrees 06 minutes East 537.30 feet; thence North 21 degrees 12 minutes West 345.80 feet; thence South 55 degrees 56 minutes West 300.00 feet; thence South 40 degrees 14 minutes West 200.00 feet;

COMMISSIONERS
MINUTES
RECORDED
JAN 20 1937

thence South 17 degrees 00 minutes West 137.90 feet; thence South 66 degrees 22 minutes West 887.10 feet; thence South 72 degrees 47 minutes West 84.20 feet; thence North 47 degrees 18 minutes West 1,382.00 feet; thence West 1,008.00 feet to the point of beginning as above described; containing *34* 475.83 acres, more or less. All lying and being in Sections 34 and 35, South, Range 40 East, St. Lucie County, Florida; the same being Tract No. 3, St. Lucie County, submerged lands of Internal Improvement Fund of the State of Florida, deeded to the City of Fort Pierce by the State of Florida, recorded in Deed Book 81, page 111, in the current public records of St. Lucie County, Florida, as is more clearly shown on plat attached hereto and made a part of this description, and

WHEREAS, the Grantor has the right and power to execute this covenant and release,

NOW, THEREFORE, in consideration of the benefits to accrue to the Grantor in added convenience for the use of said harbor and the enhanced value that will result to the lands of the Grantor as the result of the enlargement and maintenance thereof, and in order to facilitate the United States in the enlargement and maintenance of the said harbor, the Grantor hereby grants and conveys to the United States the perpetual right and easement to deposit spoil or dredged materials upon any portions of the above described tract, provided that no spoil or dredged material shall be placed on any area above 7 feet in elevation from local mean low water at the time such deposit is commenced, and the further perpetual right and easement to enter upon and lay temporary pipe lines upon and across those portions of the above described tract to which the above provision may at any time apply, provided that no permanent damage shall thereby be done to improvements on those portions of the tract,

RESERVING however, to the City of Fort Pierce and its assigns the right to improve, sell, lease, or otherwise dispose of any portions of the tract which may at any time be above 7 feet in elevation above local mean low water, and all such other rights and privileges that may be enjoyed without interfering with or abridging the right and easement hereby conveyed to the United States.

The said Grantor hereby waives and releases the United States of America, its officer, agents, servants and contractors from liabilities for any and all damages which may result to the lands and premises hereinabove described by reason of the enlargement and maintenance of said harbor and the deposit of dredged material; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding on the Grantor and its successors in ownership of said land.

IN WITNESS WHEREOF, we, the Mayor-Commissioner and City Clerk of the City of the City of Fort Pierce, Florida, in accordance with authorization by a resolution adopted by the City Commission of the City of Fort Pierce, Florida, assembled in regular meeting the 12th day of February A.D. 1936 have caused this instrument to be executed and have subscribed hereunto the name of said city and affixed hereunto and attested the corporate seal of said city, in the presence of witnesses on this 28th day of November A.D. 1936

Signed, sealed and delivered in our presence

E.O. Denison
G.F. Ordway

(corporate seal)
seal

City of Fort Pierce, Grantor
By J.K. Walker,
Mayor-Commissioner

Attest:
H.M. Horton,
City Clerk

State of Florida
County of St. Lucie

I hereby certify that on this day appeared before me, an officer duly authorized to administer oaths and take acknowledgments J.K. Walker and H.M. Horton to me well known and known to me to be the persons described in and who executed the foregoing deed and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed, and that they are the Mayor-Commissioner and City Clerk, respectively of the City of Fort Pierce, Florida, a corporation organized and existing under the laws of

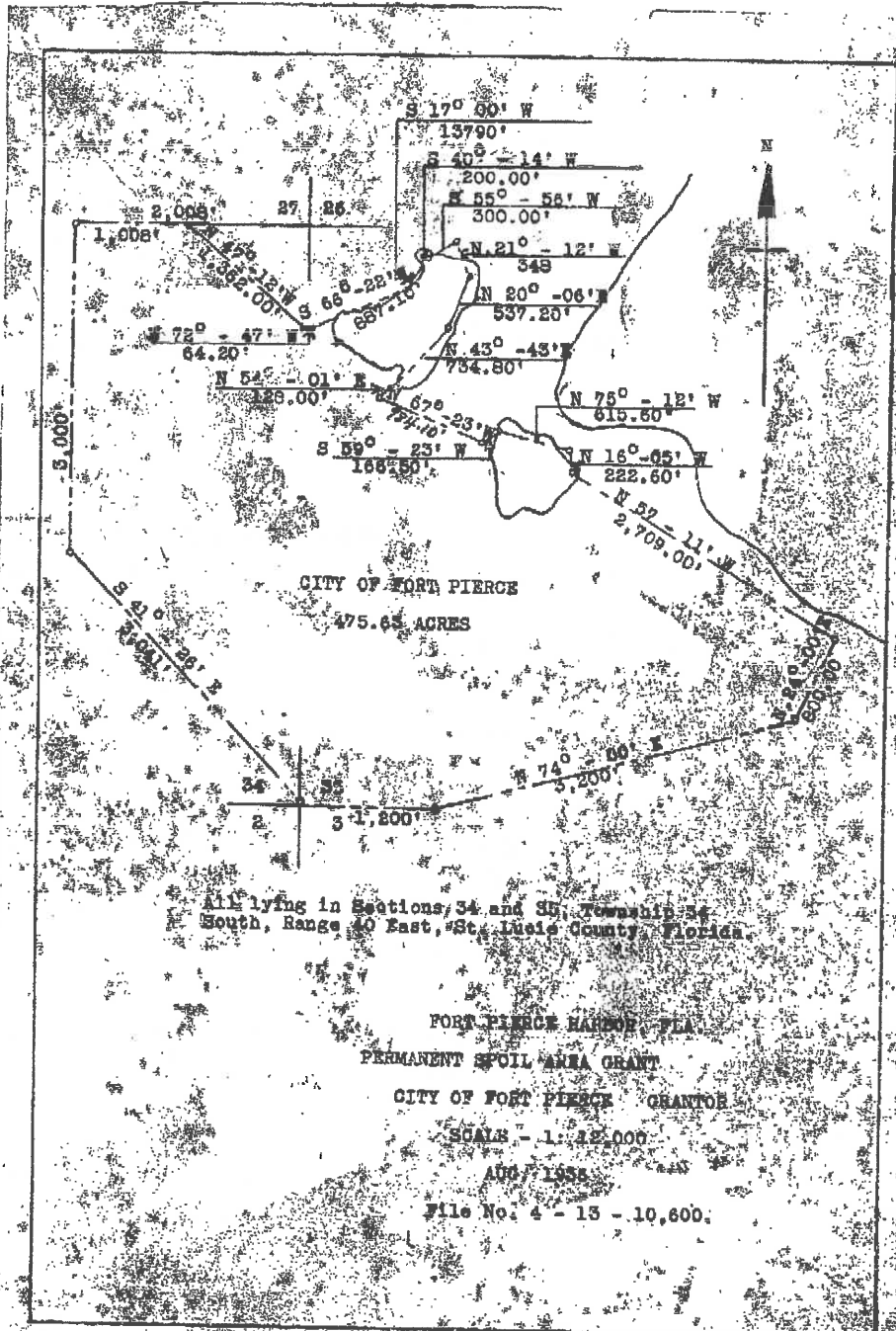
the State of Florida, that as such officers they are duly authorized to execute said instrument as aforesaid, and that said instrument is the act and deed of said corporation.

Witness my hand and official seal at Fort Pierce, County and State aforesaid, this 28 day of Nov. A.D. 1936

(Notary seal)

C.F. Ordway

Notary Public, State of Florida at Large
My commission expires Dec. 30, 1936



Filed and recorded this the 12th day of January A.D. 1937 at 2:53 P.M.

(Cl. Ct. seal)

W.R. LOTT, CLERK CIRCUIT COURT

BY Jessie Hamilton D.C.

Record Verified

COMMISSIONERS
STATE OF
FLORIDA
DECEMBER 1936

RESOLUTION NO. 1773

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the Mayor-Commissioner and Director of Finance be and they are hereby authorized and directed to execute a Grant in Perpetuity for deposit of spoil in connection with the maintenance of Fort Pierce Harbor, St. Lucie County, Florida, with the United States of America.

This is to certify that the above and foregoing is a true and accurate copy of Resolution No. 1773 unanimously passed by the City Commission of the City of Fort Pierce at a regular meeting held June 9, 1958.

Witness my hand and official seal of the City of Fort Pierce, this the 10th day of June, A.D. 1958.

W. C. Huskey

CITY CLERK



241-27

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day appeared before me,
an officer duly authorized to administer oaths and take acknow-
ledgments Bernard Rubin and D. C. Huskey
_____ to me well known and known to me to be the persons de-
scribed in and who executed the foregoing deed and they acknow-
ledged before me that they executed the same freely and voluntar-
ily for the purposes expressed; and that they are the Mayor-
Commissioner and City Clerk, respectively, of the City of Fort
Pierce, Florida, a corporation organized and existing under the
laws of the State of Florida, that as such officers they are
duly authorized to execute said instrument as aforesaid, and
that said instrument is the act and deed of said corporation.

Witness my hand and official seal at Fort Pierce, County
and State aforesaid, this 10th day of June,
A. D. 1958.

Mable C. Bellon
Notary Public, State of Florida
at Largo - -
My Commission expires - 8-28-58

CLERK FILE NO. 69355 FILED IN THE OFFICE OF THE
CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY,
FLORIDA, ON THE 30 DAY OF September A. D.
1958 AT 4:56 O'CLOCK P. M. AND RECORDED
IN Deed BOOK NO. 241 PAGES 25-27
AND RECORD VERIFIED.
W. C. BAGGETT, CLERK CIRCUIT COURT, ST. LUCIE COUNTY, FLA.
BY Rachel Corbett D. C.



1140447

CIRCUIT CIVIL

IN THE CIRCUIT COURT OF THE 19TH
JUDICIAL CIRCUIT, IN AND FOR ST.
LUCIE COUNTY, FLORIDA.

CASE NO. 91-528-CA-43

91 OCT 15 4:01
St. Lucie County

CITY OF FORT PIERCE, FLORIDA,

Plaintiff,

vs.

ALAN MINER and ROBERTA MINER,

Defendants.

ORDER GRANTING MOTION FOR PARTIAL SUMMARY JUDGMENT

THIS CAUSE coming on for hearing this 7th day of October, 1991, upon the Motion for Partial Summary Judgment filed by the Plaintiff, CITY OF FORT PIERCE, FLORIDA, and the Court having heard argument of counsel both for the Plaintiff and the Defendants, and having reviewed the file and the exhibits and the depositions filed herein, and the Court being otherwise fully advised in the premises, it is upon consideration

ORDERED AND ADJUDGED as follows:

1. That the Motion for Partial Summary Judgment, be and the same is hereby granted and that there is no issue as to a matter of law or fact that the CITY OF FORT PIERCE, FLORIDA owns in fee simple; and is entitled to the quiet and peaceful possession of that real property; and the land described in the document attached to this order as Exhibit "A" and incorporated by reference herein and including specifically those lands which are presently occupied by the Defendants, ALAN MINER and ROBERTA MINER in a business

called Little Jim Bridge Fishing Camp; said land being in the City of Fort Pierce, County of St. Lucie, and State of Florida, and being part of the City of Fort Pierce land described in Exhibit "A". The Little Jim Bridge Fishing Camp is designated on the survey attached as Exhibit "B" to the Motion for Partial Summary Judgment, that includes docks, a boat ramp, a dirt travelway, wooden dock and canopy, fish camp building, fuel tank, gas pump, utility shed, and septic tank.

That the CITY OF FORT PIERCE, FLORIDA acquired all of the parent tract of which this small area occupied as the Little Jim Bridge Fishing Camp is a part by virtue of a deed from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida being Deed No. 17895 dated May 28, 1929, and also by virtue of other documents that were executed subsequently.


2. By virtue of this Order granting Partial Summary Judgment, it is ordered and adjudged that the title to said property described in Exhibit "A" attached hereto, including that portion of the property occupied by the Little Jim Bridge Fishing Camp, is in the City of Fort Pierce, Florida, and has been since May 28, 1929, and that the City of Fort Pierce, Florida is entitled to the possession of said property and that the Plaintiff/CITY recover possession of said property.

3. That the CITY OF FORT PIERCE, FLORIDA has the right of possession of all of this property, including the property occupied by what is called the Little Jim Bridge Fishing Camp and that the request for ejectment, be and the same is hereby granted. However,

the Court reserves the right to determine when said Defendants must get off of the property and will determine at a subsequent hearing when the occupancy of said Defendants shall terminate.

4. That all other issues specifically dealing with the claims by the Defendants/MINER for any monetary compensation for improvements constructed and the claims by the Plaintiff/CITY for any monetary compensation for rent values and any other claims shall be determined subsequently at a trial before this Court or by jury.

DONE AND ORDERED in Chambers at Fort Pierce, St. Lucie County, Florida, this 15 day of Oct., 1991.


RUPERT JASEN SMITH
Circuit Judge

Copies furnished to:

John T. Brennan, Esquire

Kendall J. Phillips, Esquire

Portion of Tract No. 1, Fort Pierce Harbor Project, Florida (Portion of Tract No. 8801-E-MSA SL-6 ICW - Jacksonville to Miami, Florida) A tract or parcel of land located in Sections 34 and 35, Township 34 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows: Beginning at a point on the north boundary of Section 34, Township 34 South, Range 40 East, 2,008 feet West of the N.E. Corner; run South 3,000 feet; thence South 41 degrees 26 minutes East 3,041 feet to S.E. Corner of Section 34; thence East along south boundary of Section 35, 1,200 feet; thence North 74 degrees 00 minutes East 3,200.00 feet; thence North 24 degrees 00 minutes East 800.00 feet; thence North 57 degrees 11 minutes West 2,709.00 feet; thence North 16 degrees 05 minutes West 222.60 feet; thence North 75 degrees 12 minutes West 615.60 feet; thence South 59 degrees 23 minutes West 166.50 feet; thence North 67 degrees 23 minutes West 984.10 feet; thence North 54 degrees 01 minutes East 128.00 feet; thence North 43 degrees 43 minutes East 734.80 feet; thence North 20 degrees 06 minutes East 537.20 feet; thence North 21 degrees 12 minutes West 345.80 feet; thence South 55 degrees 56 minutes West 300.00 feet; thence South 40 degrees 14 minutes West 200.00 feet; thence South 17 degrees 00 minutes West 137.90 feet; thence South 66 degrees 22 minutes West 887.10 feet; thence South 72 degrees 47 minutes West 64.20 feet; thence North 47 degrees 12 minutes West 1,362.00 feet; thence West 1,008.00 feet to the point of beginning as above described; containing 475.63 acres, more or less. All lying and being in Sections 34 and 35, Township 34 South, Range 40 East, St. Lucie County, Florida; less and except, all that area lying west of a line parallel to and 1250 feet east of the east right-of-way line of the Intracoastal Waterway, and all that area lying South of a line parallel to and 1750 feet northwesterly of the centerline of Ship Channel between Ft. Pierce Inlet and Ft. Pierce Harbor. The above description, less the exceptions, contains 426.82 acres, more or less.

1140447

91 OCT 17 P2:29

FILED IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF ST. LUCIE COUNTY, FLORIDA

EXHIBIT "A"

0759 882469

CIRCUIT CIVIL

1178706

IN THE CIRCUIT COURT OF THE
NINETEENTH JUDICIAL CIRCUIT,
IN AND FOR ST. LUCIE COUNTY,
FLORIDA.

CASE NO. 91-528-CA-13
ASSIGNED TO RUPERT SMITH

CITY OF FORT PIERCE, FLORIDA,

Plaintiff,

vs.

ALAN MINER and ROBERTA MINER,

Defendants.

92 MAY 1 PA:37
ST. LUCIE COUNTY, FL

STIPULATED ORDER FOR DISMISSAL

THIS CAUSE coming on for hearing upon the Joint Stipulation of the attorneys representing the parties herein, and the Court having reviewed the file and being advised of all premises, it is upon consideration

ORDERED AND ADJUDGED as follows:

1. That this case be and the same is hereby dismissed, with prejudice, as to any claims by either the CITY OF FORT PIERCE or by ALAN MINER and ROBERTA MINER; and
2. That the previous Order entered by this Court granting the CITY's Motion for Partial Summary Judgment, said Order being dated October 15, 1991, shall still be the law in this case and is preserved as to the dismissal of this action; and
3. Each party shall bear their own costs and fees.

DONE AND ORDERED in Chambers, Fort Pierce, St. Lucie County,
Florida, this 30th day of April, 1992.

By: Rupert J. Smith R.S.
Rupert J. Smith
Circuit Court Judge

We, the below signed attorneys, on behalf of our respective
clients, hereby consent and agree to the entry of the above Order of
Dismissal.

BRENNAN, HAYSKAR, JEFFERSON
& GORMAN, P.A.
P. O. Box 3779
Fort Pierce, FL 34948-3779
(407) 461-2310
Attorneys for Plaintiff/City

PHILLIPS & GALE
Historic Boston House
239 S. Indian River Drive
Fort Pierce, FL 34950
(407) 466-8000
Attorney for Defendant/Miner

By: John T. Brennan
John T. Brennan, Esquire
Fla. Bar #0008570

By: Kendall J. Phillip
Kendall J. Phillip
Fla. Bar #0257575

DATE 4/14/92

DATE 4-14-92

Copies furnished to:

John T. Brennan, Esquire, Courthouse Box #9
Kendall J. Phillip, Esquire, Courthouse Box #59

1178706

92 MAY -4 P12:03

FILED AND ORDERED
DOUGLAS DEAN CLERM
ST. LUCIE COUNTY, FL

Page 2

OR0788 PAGE 1539

LEASE OF LITTLE JIM BRIDGE FISH CAMP PROPERTY

LEASE made this 3rd day of August, 1993, by and between THE CITY OF FORT PIERCE, a municipal corporation, hereinafter referred to as CITY, and ROBERTA L. MINER, hereinafter referred to as MINER.

WHEREAS, the CITY owns property lying south and east of State Highway A-1-A leading to the North Beach in an area in close proximity to what is known as Little Jim Bridge; and

WHEREAS, the CITY has agreed to lease a portion of that property as described on Exhibit A attached hereto containing 0.89 acres to MINER, said property generally known as the Little Jim Bridge Fish Camp or the Little Jim Bridge Bait and Tackle Shop; and

WHEREAS, MINER has agreed to lease said property from the CITY which includes the boat ramps, wooden deck canopy, fish camp buildings, docks, parking area and travel area; and

WHEREAS, the parties desire to enter into a lease agreement defining their rights, duties and liabilities relating to the premises.

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Term of Lease. The CITY hereby leases to MINER for a period of five (5) years the property, buildings and docks as described herein, said property being known as the Little Jim Bridge Fish Camp or Little Jim Bridge Bait & Tackle Shop. The term of the Lease shall be for a period of five (5) years commencing May 1, 1993 and continuing through April 30, 1998.

2. Option to Renew. MINER shall have the option to renew this Lease on the condition that all terms and conditions have been met and will continue to be met during the term of said option. If any default occurs during the first five (5) years, this option shall be null and void. This option to renew would be for a period of five (5) years commencing May 1, 1998 and continuing through April 30, 2003. Written notice shall be served by MINER upon CITY at least six (6) months prior to the expiration of the term of this Lease notifying the CITY of the intention of MINER to renew said

Lease. The value of any facilities located on the premises or to be constructed during the first five (5) years of the term of this Lease will not be considered in arriving at a new rental price for said property. A new base rental charge will be established.

3. Second Option to Renew. MINER shall have a second option to renew for an additional term of five (5) years on the condition that no default has occurred either in the original term of the Lease or during the first five (5) year option period. If no default has occurred and if all conditions have been met by MINER, then MINER shall serve written notice upon the CITY at least six (6) months prior to the expiration of the first option to renew period advising the CITY of her to desire to exercise this second option to renew for another five (5) period. Again, the value of any facilities, buildings, docks or structures that are already on the property or that are constructed on the property during the term of the Lease or option period will not be considered in arriving at a new rental price for the second option period. A new base rental charge will be established.

4. Rent. MINER shall pay the sum of Five Hundred Seventy-Five Dollars (\$575.00) per month to the CITY OF FORT PIERCE for the rental of this property.

5. Operation of Facility. The City leases the land, including submerged lands which they own, the buildings, docks and parking area to MINER all as set out in the legal description that is attached hereto as Exhibit A and incorporated by reference. Also, there is attached hereto as Exhibit B a "Sketch and Description of a Parcel of Land" which shows a sketch of Parcel B and the legal description of Parcel B being the subject of this lease. These premises will be used for the operation of a bait and tackle business or a fish camp selling bait, fishing equipment of every kind and also selling groceries, beer, soda and various supplies and equipment used in fishing.

6. Activities Prohibited. All unlawful activities shall be prohibited and not carried on upon the leased premises. Specifically, any connection with drugs or with smuggling of drugs shall not be permitted and if that occurs a default in this Lease shall occur.

7. Leased Premises. The leased premises as stated above are set out in the legal description of what is known as Parcel B which is attached hereto and incorporated by reference on Exhibit A and designated as Parcel B of the Sketch which is revised map dated November 6, 1992. The rest of the CITY property including what is designated on the Sketch as Parcel A is not subject to this Lease and is not included within the demised premises.

8. Adjustment for Cost of Living Increase. Each year the rental charge shall be adjusted based on a cost of living increase as shown by the Consumer Price Index reflecting each year's increase from the date of this Lease to the end of each year. The base rental charge for each year will then increase according to the cost of living increase.

9. Maintenance and Repairs of the Facilities. MINER agrees to maintain and be responsible for the maintenance and repairs to the structures on the demised premises including the docks, fish camp building, outer buildings, fuel tanks, and parking lot. Said property shall be maintained in a proper manner and shall meet all City Code requirements. MINER shall be responsible for paying for all maintenance and repair costs. No mechanic's lien can be filed against the CITY's property by virtue of any repairs or construction done on the demised premises.

10. Insurance, Damage and Indemnification.

a. MINER shall maintain, during the entire term of this Agreement: (1) fire and extended coverage insurance on the buildings, docks and improvements to the maximum insurable value; and (2) public liability and property damage insurance in the minimum amount of \$1,000,000 per occurrence, naming the City of Fort Pierce as an additional insured and shall furnish a certificate from her insurance carrier which shall be maintained in

the office of the City Finance Director. Proceeds from any fire and extended coverage policy obtained as required in this paragraph shall be applied as provided in subparagraph b.

b. If the premises or any part of the premises, including the docks, shall be damaged by fire or other casualty, MINER shall immediately give notice of such damage to the CITY. If all or any part of the premises shall be damaged or destroyed by fire or other casualty, including hurricane, MINER may elect to either repair or replace the same, to the extent of insurance proceeds available to MINER or CITY under the policy described above, or MINER can elect to not make the repairs of the buildings or structures, including the docks, if the damage is to extensive. If MINER elects not to make the repairs, then MINER shall remove all destroyed docks or buildings at her own expense from the premises. That portion of the insurance proceeds that goes to the value of the buildings or structures shall be paid to the CITY. That portion of the insurance proceeds that go to the equipment or stock in the store or fish camp belonging to MINER shall go to MINER. Any repairs or replacement of any buildings or docks shall be made in a manner approved by the CITY, which approval shall not be unreasonably withheld, and the docks and buildings shall all be brought up to the Code requirements of the CITY and any state agencies.

11. Utilities. MINER shall be responsible for the payment of all utilities for the operation of Little Jim Bridge Fish Camp or Bait and Tackle Store and shall also be responsible for the extension of water and for the payment of the cost of extending the water to the property that is the subject of this Lease.

12. Non-Discrimination. Both parties to this Agreement agree not to discriminate against any person on the basis of race, religion, national origin, age, sex or marital status in the use of facilities pursuant to this Agreement.

13. Assignment or Sub-letting. MINER shall not have the right to sub-let or assign this Lease without the prior written permission of the CITY.

14. Mortgage. MINER shall not mortgage the facilities or its property or cause any unsatisfied liens to be placed on the property.

15. Notices. Any notice, payment or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, addressed to the parties at the following addresses:

AS TO THE CITY:	City of Fort Pierce ATTN: City Manager ATTN: Director of Finance 100 North U.S. Highway One P. O. Box 1480 Fort Pierce, FL 34954
WITH COPY TO:	City Attorney P. O. Box 1480 Fort Pierce, FL 34954
AS TO MINER:	Roberta Miner Little Jim Bridge Bait & Tackle 601 North Beach Causeway Fort Pierce, FL 34949
WITH COPY TO:	Kevin Hendrickson, Esq. 210 Orange Avenue Fort Pierce, FL 34950

or to such other address as the parties may from time to time specify in writing. Any such notice may at any time be waived by the person entitled to receive such notice.

16. Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their personal representatives, successors and assigns.

17. Amendments. No amendment, modification, or waiver of this Agreement, or any part hereof, shall be valid or effective unless in writing and signed, and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature.

18. Further Documents. Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purposes of this Agreement.

19. Sections-Captions. Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent of intent of this Agreement or any provision hereof.

20. Whole Understanding. The Agreement contains a complete understanding of the parties hereto, notwithstanding any previous written or oral understanding between the parties on the same subject.

21. Governing Law. This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida.

22. Attorney's Fees. In the event of litigation growing out of this Lease Agreement, the prevailing party shall be entitled to receive all reasonable attorney's fees including attorney's fees for an appeal.

23. Parking Lot. MINER shall be responsible for placing fill in the parking lot and maintaining the parking area in a safe condition.

24. Marina Requirements. As to that portion of the submerged lands which is being conducted as a marina, it is the understanding of both parties that the marina operation was grandfathered in. If, however, the State should decide to charge a submerged land rental fee for any of the demised premises, then MINER shall become responsible for those additional charges.

25. Approval by all Local & State Agencies. MINER certifies that she has received approval from all local and state agencies for all of the operations on the demised premises and that she shall continue to secure and maintain the necessary permits for all of the commercial operations to take place on said premises. If at any time the permits are revoked or expire and she does not receive new permits, then the particular commercial operation such as the

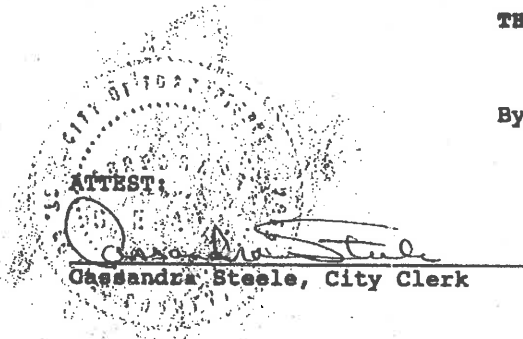
sale of gas for fishing boats shall be terminated until compliance with the state requirements is met.

26. Responsibility for Environmental Contamination. MINER shall be fully responsible for any environmental contamination that results from her operations on the demised premises and shall hold the CITY harmless if any oil or gas spill occurs or any damage to the environment occurs as a result of the fish camp operations.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

THE CITY OF FORT PIERCE

By: *William R. Dannahower*
William R. Dannahower
Mayor



ATTEST:
Cassandra Steele
Cassandra Steele, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

By: *John T. Breuney*
City Attorney

By: *Robuta Miner*
ROBERTA MINER

Charlene Moses
Witness as to Miner

Ken [Signature]
Witness as to Miner

STATE OF FLORIDA
COUNTY OF ST. LUCIE

BEFORE ME, the undersigned authority, personally appeared this day William R. Dannahower and Cassandra Steele, Mayor and City Clerk respectively of the City of Fort Pierce, who, upon first being duly sworn by me depose and say that they have executed the foregoing Lease on behalf of said municipal corporation and that they have the authority to do so.

WITNESS my hand and seal in the State and County aforesaid this 3rd day of August, 1993.

Karen Wilson
Notary Public
My commission expires: July 25, 1994
Bonds Thru Troy Fain - Insurance Inc.

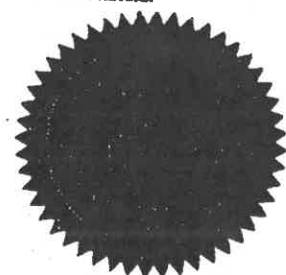
STATE OF FLORIDA
COUNTY OF ST. LUCIE

BEFORE ME, the undersigned authority, personally appeared this day ROBERTA MINER who, upon first being duly sworn by me deposes and says that she has read the foregoing lease and that she has executed same for the purposes expressed therein.

WITNESS my hand and seal in the State and County aforesaid this 21st day of July, 1993.

Charlene Moses
Notary Public Charlene Moses
My commission expires:
CE # 070401

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Jan. 14, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.



LEGAL DESCRIPTION

OR BOOK 0853 PAGE 2081

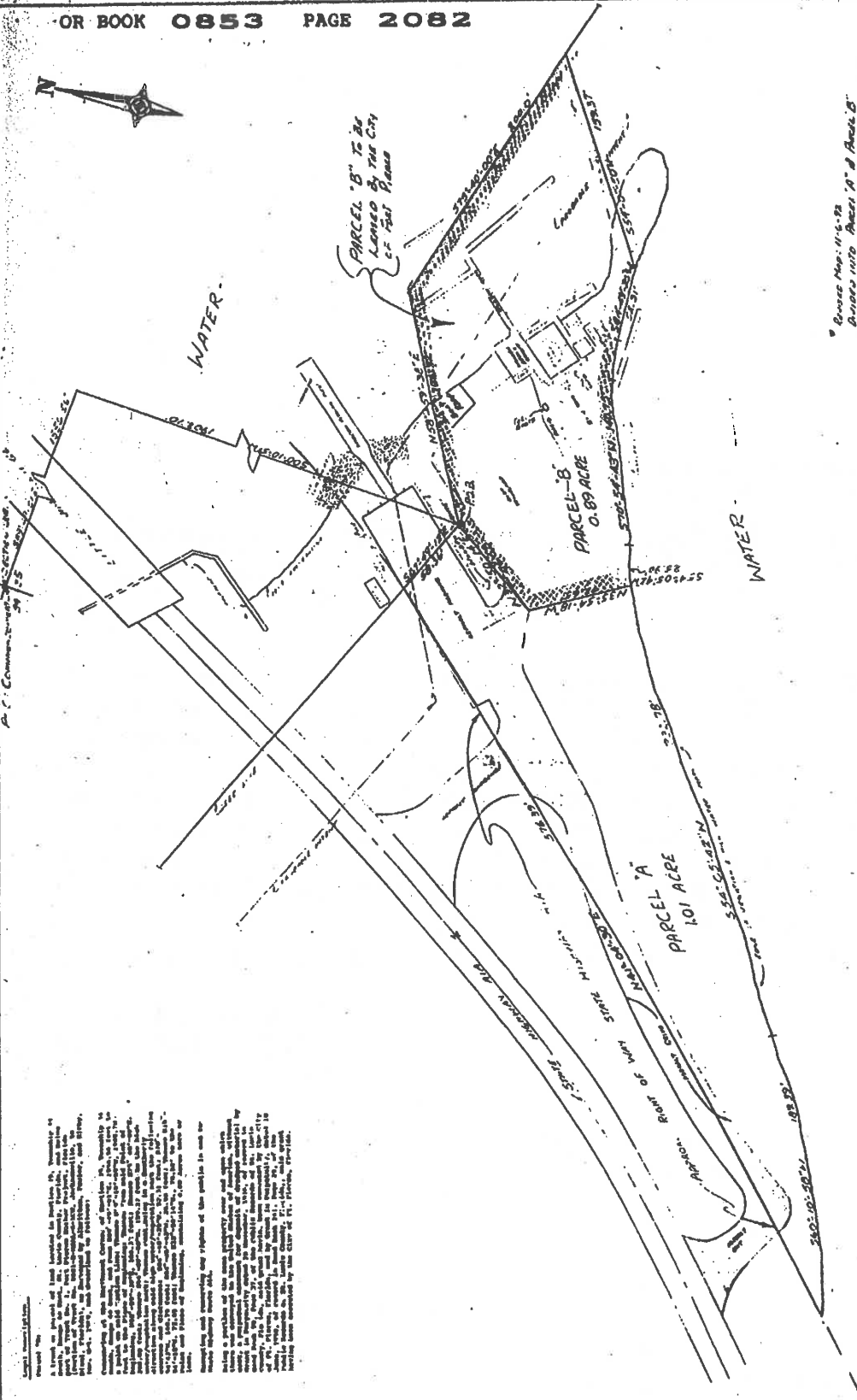
A tract or parcel of land located in Section 35, Township 34 South, Range 40 East, St. Lucie County, Florida, and being part of Tract No. 1, Fort Pierce Harbor Project, Florida (Portion of Tract No. 8801-E-MSAL-6-1CW, Jacksonville, to Miami, Florida), as Surveyed by Albritton, Fowler and Kirby, Inc. Oct. 1989, and described as follows:

Commencing at the Northwest Corner of Section 35, Township 34 South, Range 40 East, and run $S89^{\circ}-49'-01''E$, 1556.56 feet to a point on said Section Line; Thence $S00^{\circ}-10'-59''W$, 1908.70 feet to the Place of Beginning; Thence from said Point of Beginning, $N58^{\circ}-59'-38''E$, 166.32 feet; Thence $S75^{\circ}-40'-00''E$, 200.00 feet; Thence $S54^{\circ}-07'-50''W$, 159.37 feet to the high water/vegetation mark; Thence continuing in a Southerly direction along said high water/vegetation mark the following courses and distances: $S84^{\circ}-49'-25''W$, 52.31 feet; $S70^{\circ}-54'-43''W$, 140.75 feet; $S54^{\circ}-05'-42''W$, 25.90 feet; $N35^{\circ}-54'-18''W$, 72.65 feet; $N32^{\circ}-50'-14''E$, 76.58 feet, to the Point and Place of Beginning, containing 0.89 Acres more or less.

Excepting and reserving any rights of the public in and to State Highway Route A1A.

Being a portion of the same property over and upon which there was conveyed to the United States of America, without cost, a perpetual easement for deposit of dredged material by Grant in Perpetuity dated 28 November, 1936, of record in Deed Book 90, Page 37, of the Public Records of St. Lucie County, Florida, said grant having been executed by the City of Ft. Pierce, Florida, and by Grant in Perpetuity, dated 10 June, 1958, of record in Deed Book 241, Page 25, of the Public Records of St. Lucie County, Florida, said grant having been executed by the City of Ft. Pierce, Florida.

Exhibit A



Base Map: 11-1-92
 Aerial Photo: Parcel "A" of Parcel "B"
 Parcel "B" to be Leased by The City of Ft. Pierce

SKETCH AND DESCRIPTION OF A PARCEL OF LAND
 TO BE LEASED TO LITTLE JIM BAIT & TACKLE SHOP

CITY OF FORT PIERCE, FLORIDA	
ENGINEERING DEPARTMENT	
DATE	11-1-92
BY	J. J. [Name]
CHECKED	[Name]
SCALE	1" = 100'

... [Detailed legal description of the parcels, including bearings and distances for the boundaries of Parcel A, Parcel B, and Parcel B'. The text is oriented vertically on the page.]

Exhibit B

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

562010CP000849(FM)

TYPES IN PERMANENT BLACK INK

LOCAL FILE NO.

FLORIDA CERTIFICATE OF DEATH

1. DECEDENT'S NAME (First, Middle, Last, Suffix) ROBERTA LEE MINER		2. SEX Female
3. DATE OF BIRTH (Month, Day, Year) October 03, 1936	4a. AGE - Last Birthday (Years) 73	4b. UNUSUAL YEAR Month: _____ Day: _____ Minute: _____
5. SOCIAL SECURITY NUMBER _____	7. BIRTHPLACE (City and State or Foreign Country) Brunswick Maine	8. DATE OF DEATH (Month, Day, Year) July 31, 2010
9. PLACE OF DEATH (Check only one) HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Room/Outpatient <input type="checkbox"/> Died on Arrival NON-HOSPITAL: <input checked="" type="checkbox"/> Hospice facility <input type="checkbox"/> Nursing Home/Long Term Care Facility <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)		10. FACILITY NAME (If not institution, give street address) Treasure Coast Hospice
11a. CITY, TOWN, OR LOCATION OF DEATH Fort Pierce		11b. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12. MARITAL STATUS (Specify) <input type="checkbox"/> Married <input type="checkbox"/> Married, but separated <input checked="" type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married		13. SURVIVING SPOUSE'S NAME (If male, give maiden name)
14a. RESIDENCE - STATE Florida	14b. COUNTY Saint Lucie	14c. CITY, TOWN, OR LOCATION Fort Pierce
14d. STREET ADDRESS 2805 Navajo Avenue		14e. ART. NO. 14f. ZIP CODE 34946
14g. OUTSIDE CITY LIMITS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		15. KIND OF BUSINESS/INDUSTRY Bait and Tackle Store
16. DECEDENT'S RACE (Specify the race/ethnicity to indicate what decedent considered himself/herself to be. More than one race may be specified.) <input checked="" type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian or Alaskan Native (Specify tribe) <input type="checkbox"/> Asian Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Asian (Specify) <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Guamanian or Chamorro <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Is. (Specify) <input type="checkbox"/> Other (Specify)		
17. DECEDENT OF HISPANIC OR LATIN ORIGIN (Specify if decedent was of Hispanic or Mexican Origin) <input type="checkbox"/> Yes (If Yes, specify) <input checked="" type="checkbox"/> No <input type="checkbox"/> Mexican <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Cuban <input type="checkbox"/> Central/South American <input type="checkbox"/> Other Hispanic (Specify)		
18. DECEDENT'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.) <input type="checkbox"/> 8th or less <input type="checkbox"/> High school but no diploma <input checked="" type="checkbox"/> High school diploma or GED <input type="checkbox"/> College but no degree <input type="checkbox"/> College degree (Specify) <input type="checkbox"/> Associate <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's <input type="checkbox"/> Doctorate <input type="checkbox"/> None		
19. WAS DECEDENT EVER IN U.S. ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
20. FATHER'S NAME (First, Middle, Last, Suffix) Elmer Heming Parrer		21. MOTHER'S NAME (First, Middle, Maiden Surname) Joan Kaute
22a. INFORMANT'S NAME Patricia Crosson		22b. RELATIONSHIP TO DECEDENT Daughter
22c. CITY OR TOWN Jacksonville		22d. STATE North Carolina
22e. STREET ADDRESS 215 Canterbury Road		22f. ZIP CODE 28540
23. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Saint Lucie Crematory		23b. LOCATION - CITY OR TOWN Fort Pierce
23c. LOCATION - STATE Florida		
24. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input type="checkbox"/> Entombment <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Retrieval from State <input type="checkbox"/> Other (Specify)		
25. IF CREMATION: DONATION OR BURIAL AT SEA 25a. APPROVAL GRANTED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
25b. LICENSE NUMBER (of Licensee) F029812		25c. SIGNATURE OF LICENSEE OR PERSON ACTING AS SUCH <i>[Signature]</i>
26. NAME OF FUNERAL FACILITY Yates Funeral Home and Crematory		26b. FACILITY'S MAILING - STATE Florida
26c. CITY OR TOWN Fort Pierce		26d. STREET ADDRESS 1101 South US Highway 1
26e. ZIP CODE 34950		
27. CERTIFIER: <input checked="" type="checkbox"/> Coroner/Physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. (Check one) Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, due to the cause(s) and manner stated.		
27a. SIGNATURE AND TITLE OF CERTIFIER <i>[Signature]</i> PHYSICIAN		27b. DATE SIGNED (month/year) 8/2/2010
27c. LICENSE NUMBER (of Certifier) 05602		27d. TIME OF DEATH (24 hr.) 1837
27e. CERTIFIER'S NAME Robert V. Anderson, MD		27f. MEDICAL EXAMINER'S CASE NUMBER
27g. NAME OF ATTENDING PHYSICIAN (if other than Certifier)		
28. CERTIFIER - STATE Florida		28b. CITY OR TOWN Fort Pierce
28c. STREET ADDRESS 2500 Virginia Avenue		28d. ZIP CODE 34981
29. SUBREGISTRAR - Signature and Date <i>[Signature]</i>		29b. DATE FILED BY REGISTRAR (Mo., Day, Yr.) August 3, 2010

DEMOGRAPHIC INFORMATION TO BE COMPLETED BY FUNERAL DIRECTOR

MEDICAL CERTIFIER

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED