

CITY OF FORT PIERCE

CONFERENCE AGENDA

Conference Agenda Meeting - Monday, December 11, 2023 - 9:00 a.m.

City Hall - Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **New Business**

- a. FPUAnet/Lincoln Park update - Danny Retherford and Jason Mittler
- b. Little Jim Bait and Tackle Discussion
- c. Discussion regarding the future of Fort Pierce's waterways, including the Economic Waterway Study of the Treasure Coast, Fort Pierce Waterway Update and discussion of Marina Expansion.
- d. Mayor and City Commission Board and Committee assignments for 2024

5. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

6. **City Commission Boards and Committees Updates**

7. **Adjournment**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

City Commission Conference Agenda

4. a.

Meeting Date: 12/11/2023

Re: FPUA UPdate

SUBJECT:

FPUAnet/Lincoln Park update - Danny Retherford and Jason Mittler

Attachments

Presentation

Form Review

Form Started By: Linda Cox
Final Approval Date: 10/24/2023

Started On: 10/24/2023 11:23 AM



FPUA
COMMUNITY PROUD

Lincoln Park Update

December 5th 2023

Lincoln Park SMART Neighborhood



- Fiber to Every Parcel
 - 550 Parcels
- Public Wi-Fi
 - 5 Locations



Community Impact

- Fiber to The Home (FTTH) 30 year infrastructure
- Provide an Affordable, Ultra high Speed, Reliable Broadband Service
- Offer Free Public Wi-Fi in 5 Key areas
- Position Lincoln Park to be Smart Neighborhood Ready
- Help encourage redevelopment of Business Corridors
- Increase Lincoln Park Broadband Adoption Rate



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THE SUNRISE CITY
FORT PIERCE
Florida



Thanks to
These Partners



Allegany
Franciscan
Ministries

A Member of Trinity Health



We're bringing you
high-speed fiber
internet for just
\$1/month!*




**For qualifying households where service is available.*



Lincoln Park Public Wi-Fi




FREE Public Wi-Fi



How to Connect

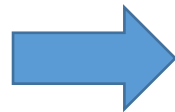
- 1 Select "FPUAnet Public WiFi" from available wi-fi networks
- 2 Launch your browser & accept the terms of use
- 3 Begin your online experience

For More Information Visit
<http://www.fpuanet.com>





Steps to Connect to Wi-Fi



Questions





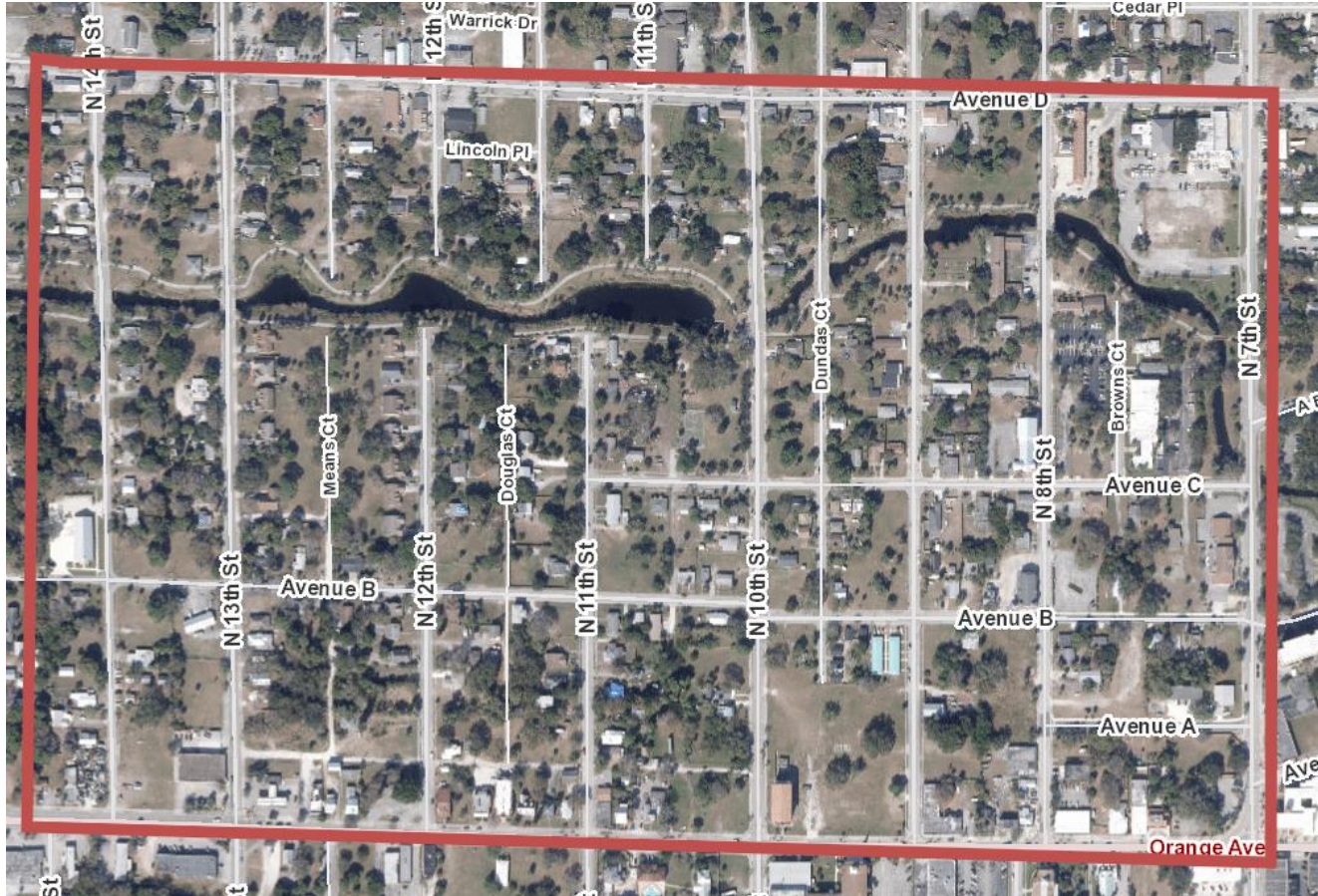
Lincoln Park Engagement Plan

- Attended & Presented at the Minority Business Expo (8/12/23)
- Attended Allegany Lincoln Park Graduation Celebration (9/15/23 – 9/16/23)
- Attended & Presented at the Lincoln Park Small Business Expo (9/29/23)
- Placed Yard Signs in Lincoln Park (9/29/23)
- Currently Meeting with community organizations
 - Save Our Children 10/3
 - INC 10/4
 - Lincoln Park Main Street 10/5
- Lincoln Park Mailer Sent out 11/9/23
- Lincoln Park Press Release Scheduled for end of November

ACP Qualifications

- This is a national FCC program to help households pay for internet service. This program will provide
- a discount of up to \$30 per month toward broadband service for eligible households.
- **Eligibility for the Affordable Connectivity Program**
- A household is eligible if one member of the household:
 - Qualifies for the Lifeline program, including those who receive Medicaid, SNAP, WIC, SSI, FPHA or Veterans Pension and Survivors Benefit;
 - Has an income that is at or below 200% of the federal poverty guidelines;
 - Is approved to receive benefits under the free and reduced-price school lunch program or the school breakfast program, including through the USDA Community Eligibility Provision (CEP). (CEP is a program that offers free lunches to all students in the school district);
 - Received a Federal Pell Grant during the current award year; or
 - Meets the eligibility criteria for a participating provider's existing low-income program.

Lincoln Park FTTX Build-Out



- **Design Build Contract Signed**
 - Time Line: Completed May 18th 2021
- **Fielding & Pole Loading Engineering**
 - Time Line: Completed August 18th 2021
- **Detailed Engineering & Design**
 - Time Line: Completed January 14th 2022
- **ROW Permit Approval**
 - Time Line: June 2022
- **Underground Conduit Construction**
 - Time Line: June 2022 – October 2022
- **Fiber Materials Arrival**
 - Time Line: October 2022 – December 2022
- **Fiber Construction**
 - Time Line: January 2023 – September 2023





Promotional Partnership Residential Rates For Lincoln Park

	Residential Intro Rate for 5 Years	Retail Rate
100/100 Mbps	\$31.00 Per Month	\$49.00 Per Month
300/300 Mbps	\$51.00 Per Month	\$69.00 Per Month
500/500 Mbps	\$61.00 Per Month	\$79.00 Per Month
1/1 Gbps	\$81.00 Per Month	\$99.00 Per Month

- No Equipment Fee
- No Install Fee
- No Contract



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Florida





Promotional Partnership Commercial Rates For Lincoln Park

	Commercial Intro Rate for 5 Years	Retail Rate
100/100 Mbps	\$61.00 Per Month	\$79.00 Per Month
300/300 Mbps	\$101.00 Per Month	\$119.00 Per Month
500/500 Mbps	\$161.00 Per Month	\$179.00 Per Month
1/1 Gbps	\$231.00 Per Month	\$249.00 Per Month

- No Equipment Fee
- No Install Fee
- No Contract



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THE SUNRISE CITY
FORT PIERCE
Florida



City Commission Conference Agenda

4. b.

Meeting Date: 12/11/2023

Re: Little Jim Bait and Tackle

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Little Jim Bait and Tackle Discussion

Attachments

Title Search Report - 601 N Causeway Drive

Title Search Report - N. Causeway Drive

Historic Designation Application

Historic Designation Procedure

Little Jim Lease and Extension

Little Jim Survey

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/29/2023 09:21 AM
City Manager	Nick Mimms	11/29/2023 09:21 AM
Form Started By: Shyanne Harnage		Started On: 11/28/2023 09:49 AM
Final Approval Date: 11/29/2023		

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:

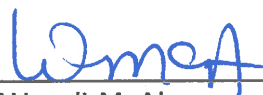
The undersigned hereby certifies that the foregoing TITLE SEARCH REPORT reflects a comprehensive search of the Public Records of St. Lucie County, Florida, showing the apparent ownership of the lands described above, together with outstanding encumbrances affecting the lands.

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 $S89^{\circ}-49'-01''E$, 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



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

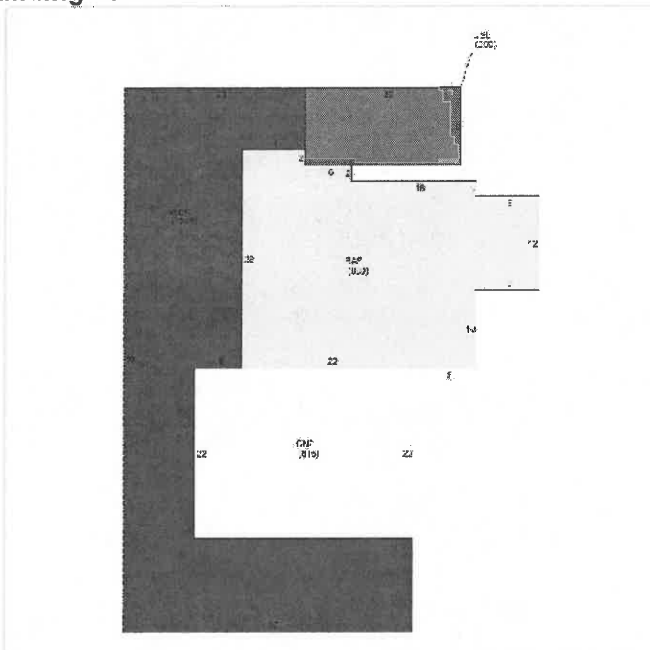
Primary Roof Cover: Dim Shingle

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	WDC	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 Improvemnt	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



Map Last Updated: 7/16/2023

PREPARED FOR
Michelle Franklin, CFA
 SAINT LUCIE COUNTY PROPERTY APPRAISER



ASSESSMENT MAP
 THIS MAP HAS BEEN PREPARED FOR 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.

SAINT LUCIE COUNTY, FLORIDA	
SHEET NUMBER	35
SECTION	35
TOWNSHIP	34
RANGE	40
14/35	

14/26S

14/25S

14/36N

14/36S

14/27S

14/34N

14/34N

14/35S

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, 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 45 degrees 45 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

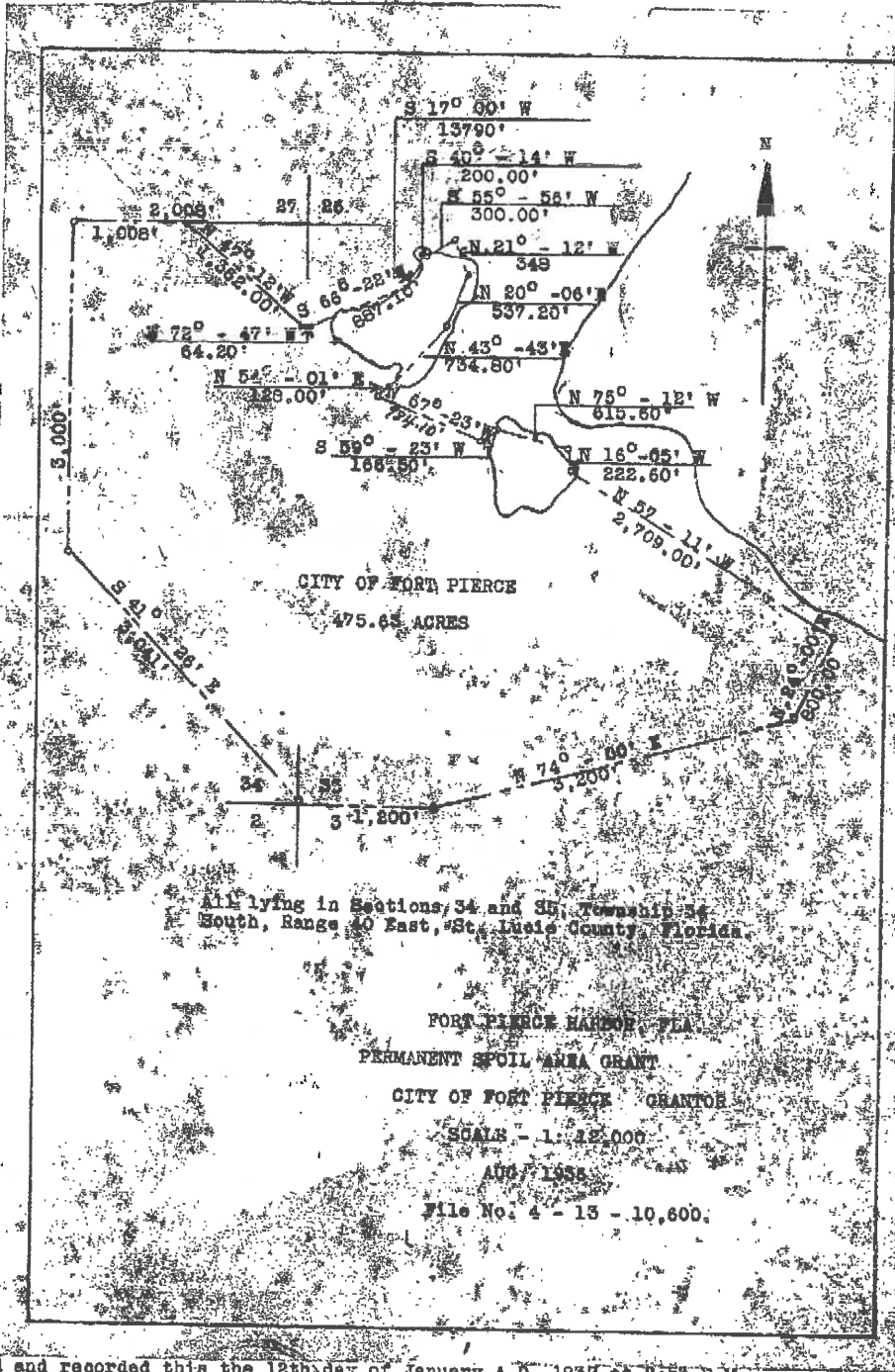
the State of Florida, that as such officers they are duly authorized to execute said instrument as aforesaid, and that said instrument is the act and deed of said corporation.

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

211 20

**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

MSA SL-6

STATE OF FLORIDA)
COUNTY OF ST. LUCIE) ss

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by an instrument, called a grant, dated November 28th, 1936, filed January 12th, 1937, Register 8874 in Deed Book 90, Page 37, St. Lucie County Records, the City of Fort Pierce, Florida, called the Grantor in said instrument, did grant and convey to the United States the perpetual right and easement to deposit upon that certain tract of land (which is fully described in the aforesaid grant) spoil and/or other material dredged by the United States incident to the improvement of the turning basin and channels of Fort Pierce Harbor in accordance with reports published in House Document No. 21, 74th Congress, 1st Session, and

WHEREAS, the Intracoastal Waterway from Jacksonville to Miami, Florida, duly adopted and authorized by Congress as a Federal project by the River and Harbor Acts of January 21, 1927, and July 3, 1930, traverses the aforesaid harbor, and is an important auxiliary element in the commerce and navigation of the said harbor, and

WHEREAS, in the River and Harbor Act of Congress approved March 2, 1945, provision was made for the further improvement of the said Intracoastal Waterway in accordance with report published in House Document No. 740, 79th Congress, 2nd Session, subject to the condition, among others, that local interests provide spoil disposal areas needed for new work and for subsequent maintenance when and as required;

NOW, THEREFORE, in consideration of the benefits to accrue to the Grantor as the result of the improvement and maintenance of the said Waterway as an important auxiliary element of the aforesaid harbor, and in order to facilitate the United States in the improvement and maintenance of the aforesaid Waterway, the Grantor does hereby extend the scope of the basic grant hereinabove first mentioned (Register 8874), and does hereby grant and convey to the United States the perpetual right and easement to deposit spoil or dredged material upon any portions of the tract described in the basic grant hereinabove first mentioned, subject, however, to the terms and/or conditions applicable to the deposit of material dredged incident to the improvement of the harbor, all as set forth in the aforesaid grant.

IN WITNESS WHEREOF, we, the Mayor-Commissioner and the City Clerk 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 9th day of June, 1958, 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 10th day of June A. D. 1958.

Signed, sealed and delivered
in the presence of

Walter C. Wilson
B. G. Pitts Jr.
City Clerk
Approved as to Form
& Correctness

CITY OF FORT PIERCE, GRANTOR

By: [Signature]
Mayor-Commissioner

Attest: [Signature]
City Clerk

[Signature]
Attorney

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 PAGE1539

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

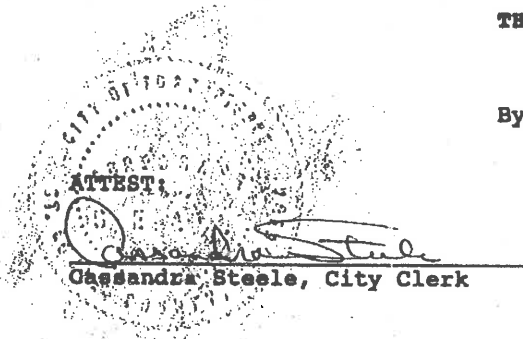
sale of gas for fishing boats shall be terminated until compliance with the state requirements is met.

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

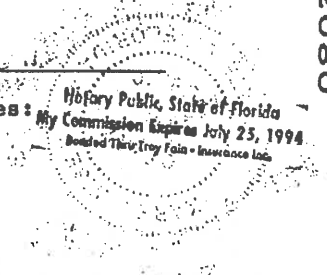
Ken [Signature]
Witness as to Miner

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
Bonded 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

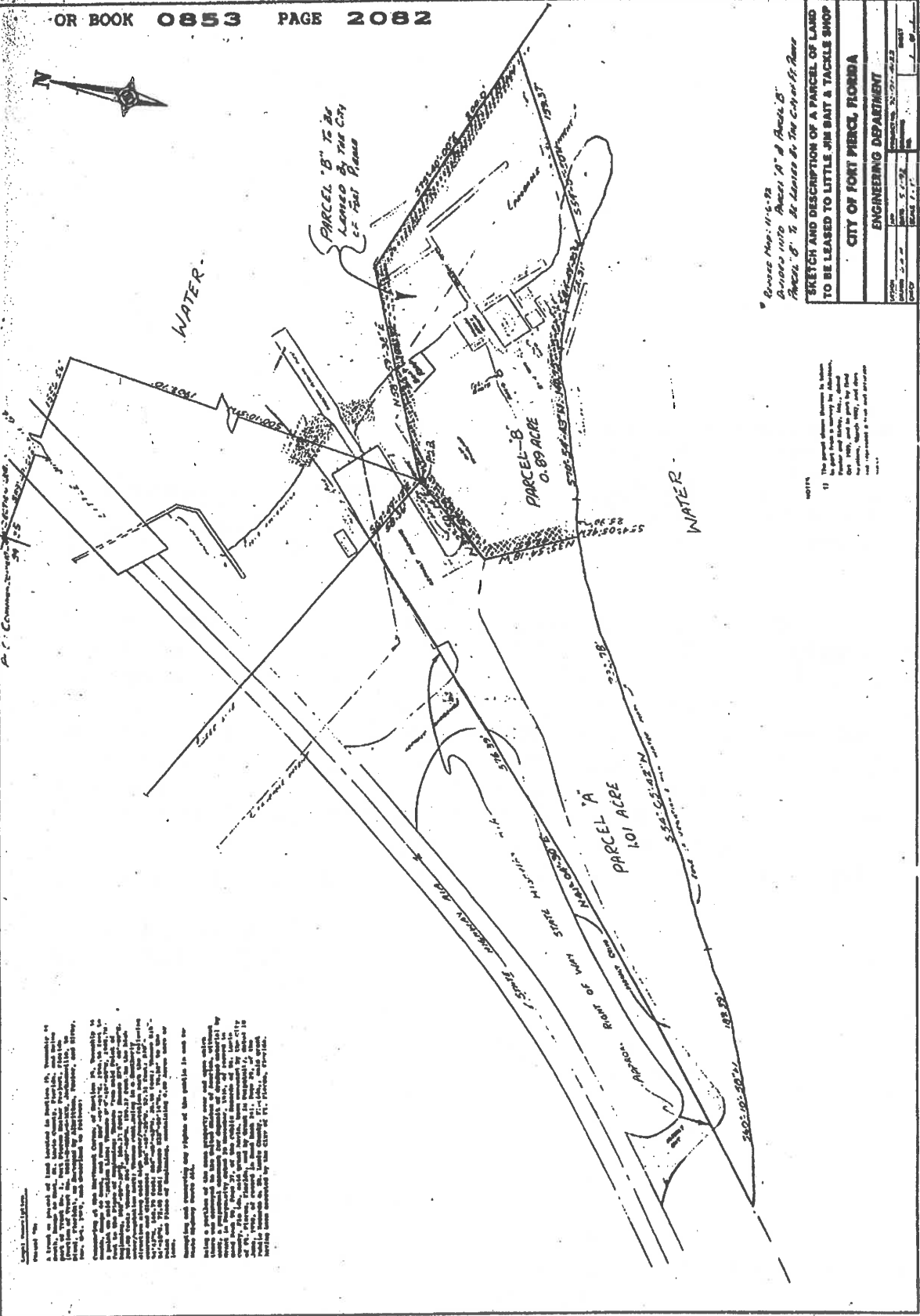
A tract or parcel of land located in Section 35, Township 34 South, Range 40 East, St. Lucie County, Florida, and being part of Tract No. 1, Fort Pierce Harbor Project, Florida (Portion of Tract No. 8801-E-MSAL-6-1CW, Jacksonville, to Miami, Florida), as Surveyed by Albritton, Fowler and Kirby, Inc. 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 to 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	NOV. 11, 1992	BY	W. J. ...
SCALE	AS SHOWN	CHECKED	...
PROJECT	...		

NOTICE
 The undersigned hereby certifies that the above described parcel of land is the property of the City of Fort Pierce, Florida, and that the same is being offered for lease to the Little Jim Bait & Tackle Shop, Inc. for a term of five (5) years, commencing on the date of the execution of this lease agreement. The undersigned further certifies that the above described parcel of land is not subject to any liens, mortgages, or other encumbrances, and that the same is being offered for lease in accordance with the provisions of the City of Fort Pierce Ordinance No. 1992-01, which provides for the leasing of city-owned land.

11 The parcel shown herein is shown as being the property of the City of Fort Pierce, Florida, and is being offered for lease to the Little Jim Bait & Tackle Shop, Inc. for a term of five (5) years, commencing on the date of the execution of this lease agreement.

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"/> Long-term 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
24. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Saint Lucie Crematory		
24a. LOCATION - CITY OR TOWN Fort Pierce		24b. LOCATION - STATE Florida
25. 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)		
26. IF CREMATION: DONATION OR BURIAL AT SEA APPROVAL GRANTED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
27. LICENSE NUMBER (of Licensee) F029812		27b. SIGNATURE OF LICENSEE OR PERSON ACTING AS SUCH <i>[Signature]</i>
28. NAME OF FUNERAL FACILITY Yates Funeral Home and Crematory		
28a. CITY OR TOWN Fort Pierce		28b. STATE Florida
28c. STREET ADDRESS 1101 South US Highway 1		28d. ZIP CODE 34950
30. 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.		
31a. SIGNATURE and Title of Certifier PHYSICIAN SIGNATURE		31b. DATE SIGNED (month/year) 8/2/2010
31c. TIME OF DEATH (24 hr.) 1837		31d. MEDICAL EXAMINER'S CASE NUMBER
34. LICENSE NUMBER (of Certifier) OS6002		34b. CERTIFIER'S NAME Robert V. Anderson, MD
34a. CERTIFIER'S STATE Florida		34c. CITY OR TOWN Fort Pierce
34d. STREET ADDRESS 2500 Virginia Avenue		34e. ZIP CODE 34981
37. SUBREGISTRAR - Signature and Date <i>[Signature]</i>		
38a. LOCAL REGISTRAR - Signature <i>[Signature]</i>		38b. 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

TITLE SEARCH REPORT

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

AGSC Search Number: 32512-2
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 (as to part of 475.63 acres described in Deed Book 81, Page 111), and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (as to parcel of submerged land pursuant to Florida Statute 253.12)**

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; 1434-100-0000-020-9

FIVE YEAR HISTORY: NONE

TIITF 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 City of Fort Pierce, a Florida corporation, to the State of Florida, dated October 31, 1962 and recorded November 2, 1962 in Official Records Book 49, Page 203. (LESS OUT)
3. City Deed from the City of Fort Pierce, a Florida municipal corporation, to the State of Florida, dated January 31, 1966 and recorded February 7, 1966 in Official Records Book 137, Page 547. (LESS OUT)
4. Quit Claim Deed from the City of Fort Pierce, Florida, a municipal corporation, to the United States of America, dated February 20, 1974 and recorded February 21, 1974 in Official Records Book 224, Page 272. (LESS OUT)
5. 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. Dedication from the Trustees of the Internal Improvement Fund of the State of Florida, to the State Road Department of Florida, dated June 2, 1966 and recorded June 22, 1966 in Official Records Book 148, Page 545.
3. Sovereign Submerged Lands Easement from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, to Florida Power & Light Company, a Florida corporation, dated May 27, 2005 and recorded June 17, 2005 in Official Records Book 2275, Page 2141.

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

TAXES:

Parcel No.: 1435-200-0002-000/7
Taxes for 2022 are exempt.
Current assessment: \$202,730.00
Homestead exemption was NOT filed in 2022.
Delinquent Taxes: None

Site Address:
0 N Causeway Dr
Fort Pierce, FL

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"

Note: The following legal description was provided by the Property Appraiser's Office, pursuant to the tax identification number provided to American Government Services Corporation. The company reserves the right to amend or modify the legal description upon being provided with an accurate legal description and/or survey.

35 34 40 PART OF 475.63 ACRES IN SECTIONS 34 AND 35-34-40 AS IN
DBK81-111 AND PARCEL OF SUBMERGED LAND WHICH LIES NELY OF
SD 475.63 ACRES-ALL MPD IN OR 137-547: 148-545

Property Identification

Site Address: N CAUSEWAY DR
 Sec/Town/Range: 35/34S/40E
 Parcel ID: 1435-200-0002-000-7
 Jurisdiction: Saint Lucie County

Use Type: 8200
 Account #: 12105
 Map ID: 14/35N
 Zoning: Conservati

Ownership

Ft Pierce City of
 PO Box 1480
 Fort Pierce, FL 34954

Legal Description

35 34 40 PART OF 475.63 ACRES IN SECTIONS 34 AND 35-34-40 AS IN DBK81-111 AND PARCEL OF SUBMERGED LAND WHICH LIES NELY OF SD 475.63 ACRES-ALL MPD IN OR 137-547: 148-545

Current Values

Just/Market Value: \$404,400
 Assessed Value: \$202,730
 Exemptions: \$202,730
 Taxable Value: \$0



Total Areas

Finished/Under Air (SF): 168
 Gross Sketched Area (SF): 168
 Land Size (acres): 5
 Land Size (SF): 217,800

Property taxes are subject to change upon change of ownership.

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Taxes for this parcel: [SLC Tax Collector's Office](#)
 Download TRIM for this parcel: [Download PDF](#)

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	160	170

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Feb 9, 2012	3365 / 2942	0198	SPWD	Ft Pierce City Of	\$0
Jan 1, 1900					\$0

Building Information (1 of 1)

Finished Area: 168 SF

Gross Sketched Area: 168 SF

Exterior Data

View:
 Building Type: UT4
 Grade: Y_D
 Story Height: 1 Story

Roof Cover: Metal
 Year Built: 2015
 Effective Year: 2015
 No. Units: 1

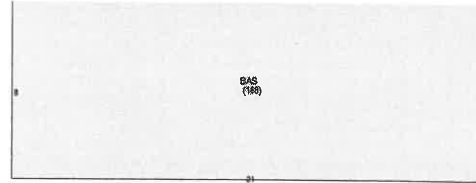
Roof Structure: Gable
 Frame:
 Primary Wall: Hardi Plank
 Secondary Wall:

Interior Data

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 0%

Electric: AVERAGE
 Heat Type:
 Heat Fuel:
 Heated %: 0%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors: CONC GRD
 Sprinkled %: N/A%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	168	168	58

Special Features and Yard Items

Type	Qty	Units	Year Blt
ASPI HIGH	1	43200	1960
CONC DOCK	1	2640	1960

Current Year Values

Current Values Breakdown		Current Year Exemption Value Breakdown				
		Tax Year	Grant Year	Code	Description	Amount
Building:	\$322,100					
Land:	\$82,300	2022		9000	State of Florida	\$202,730
Just/Market:	\$404,400					
Ag Credit:	\$0					
Save Our Homes or 10% Cap:	\$201,670					
Assessed:	\$202,730					
Exemption(s):	\$202,730					
Taxable:	\$0					

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2023	0041	3.9	Fort Pierce Stormwater Charge	\$269.10

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2022	\$404,400	\$202,730	\$202,730	\$0
2021	\$184,300	\$184,300	\$184,300	\$0
2020	\$185,300	\$172,646	\$172,646	\$0

Permits

Number	Issue Date	Description	Amount	Fee
F890000058	Jan 1, 1989	Dock	\$48,780	\$48,780
F890000058	Jan 1, 1989	Dock	\$48,780	\$48,780
C1211-0027	Nov 5, 2012	Electric	\$0	\$0
C1409-0347	Sep 26, 2014	Roof	\$0	\$0
C1503-0153	Mar 31, 2015	Roof	\$0	\$0

Notice: This does not necessarily represent all the permits for this property.

[Click the following link to check for additional permit data in Saint Lucie County](#)

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.

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

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

Skip the trip and pay at www.tcsic.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
1435-200-0002-000/7

ESCROW

Ft Pierce City of
PO Box 1480
Fort Pierce, FL 34954-1480

Government

0 N CAUSEWAY DR, Saint Lucie County
35 34 40 PART OF 475.63 ACRES IN SECTIONS
34 AND 35-34-40 AS IN DBK81-111 AND PA
See Additional Legal on Tax Roll

AD VALOREM TAXES						
TAXING AUTHORITY		MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
St Lucie Co Storm Wtr Mgt	772-462-1670	0.4731	202,730	202,730	0	0.00
County Parks MSTU	772-462-1670	0.1813	202,730	202,730	0	0.00
Co Public Transit MSTU	772-462-1670	0.1269	202,730	202,730	0	0.00
Erosion District E	772-462-1670	0.1763	202,730	202,730	0	0.00
Law Enf, Jail, Judicial Sys	772-462-1670	2.7294	202,730	202,730	0	0.00
Co General Revenue Fund	772-462-1670	4.2077	202,730	202,730	0	0.00
St Lucie Co Comm Dev MSTU	772-462-1670	0.4300	202,730	202,730	0	0.00
Law Enforcement MSTU	772-462-1670	0.9103	202,730	202,730	0	0.00
Childrens Service Council	772-408-1100	0.4025	202,730	202,730	0	0.00
St Lucie Co Fire District	772-621-3342	3.0000	202,730	202,730	0	0.00
FL Inland Navigation Dist	561-627-3386	0.0320	202,730	202,730	0	0.00
School Discretionary	772-429-3970	0.7480	404,400	404,400	0	0.00
School Capital Improvemnt	772-429-3970	1.5000	404,400	404,400	0	0.00
School Req Local Effort	772-429-3970	3.2310	404,400	404,400	0	0.00
School Voter Referendum	772-429-3970	1.0000	404,400	404,400	0	0.00
Mosquito Control	772-462-1670	0.1352	202,730	202,730	0	0.00
S FL Wtr Mgmt District	561-686-8800	0.2301	202,730	202,730	0	0.00
MILLAGE CODE	0002	TOTAL MILLAGE	19.5138	TOTAL AD VALOREM TAXES		\$0.00

RETAIN THIS PORTION FOR YOUR RECORDS

eBill

Go paperless and receive your tax bill by email.

www.tcsic.com

NON AD VALOREM ASSESSMENTS	
LEVYING AUTHORITY	AMOUNT
TOTAL ASSESSMENTS	\$0.00



Scan to view your bill online

COMBINED TAXES AND ASSESSMENTS \$0.00

Pay One Amount (Discount Already Deducted)	If Postmarked By Please Pay	Jul 31, 2023 \$0.00			
--	-----------------------------	---------------------	--	--	--



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

2022 REAL ESTATE

ACCOUNT
1435-200-0002-000/7

Please add your phone number for our records:

Pay online at www.tcsic.com

AMOUNT DUE

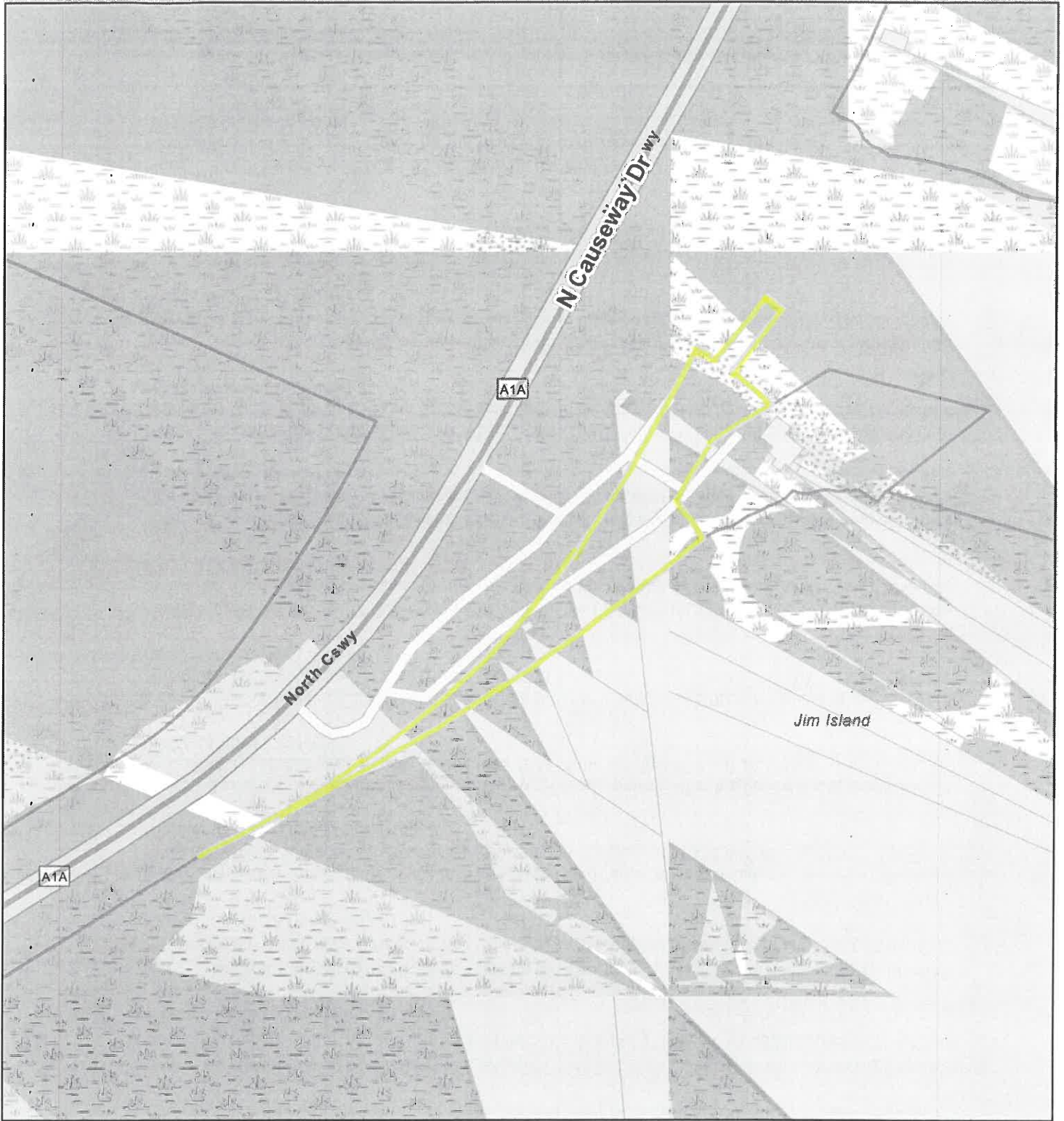
I am paying the following amount (check only one box):

Jul 31, 2023	\$0.00
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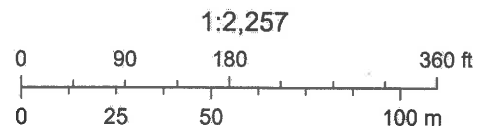
Ft Pierce City of
PO Box 1480
Fort Pierce, FL 34954-1480

Checks payable to St. Lucie County Tax Collector
U.S. funds only through U.S. bank
No postdated checks · Print receipt online

Saint Lucie County Property Appraiser



7/21/2023



Internal Improvement Fund, State of Florida

DB 81

P. 111

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, 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 222.60 feet;
Thence North 75 degrees 12 minutes West 815.60 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.

(SEAL)

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

W. V. Knott (SEAL)
Treasurer.

Fred H. Davis (SEAL)
Attorney-General.

Nathan Mayo (SEAL)
Commissioner of Agriculture.

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";

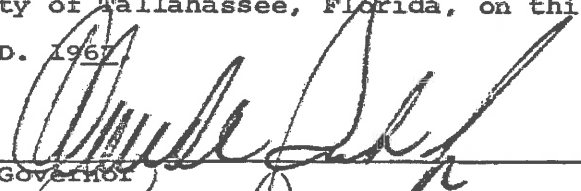
insofar as said restrictive provisions affect the following described lands contained in that certain Deed No. 17895 from the Trustees of the Internal Improvement Fund of the State of Florida to the CITY OF FORT PIERCE, bearing date of May 28, 1929:

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



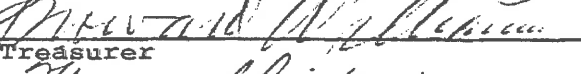
Secretary of State



Attorney General



Comptroller



Treasurer



Superintendent of Public Instruction



Commissioner of Agriculture

(SEAL)
Trustees I.I. Fund

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

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
ELLIOT 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.

Form 1-D Revised

T. S. No. 8

ST. LUCIE COUNTY, FLA.

SRD NO. 103.1

SECTION 94060-2501

STATE ROAD A-1-A

St. Lucia COUNTY

Corporation

QUIT CLAIM DEED

THIS INDENTURE Made this 31 day of October A. D. 1962
between the City of Ft. Pierce

a corporation organized and existing under the laws of the State of Florida, having its principal place of business in the City of Ft. Pierce County of St. Lucia State of Florida, as party of the first part, and the STATE OF FLORIDA, FOR THE USE AND BENEFIT OF THE STATE ROAD DEPARTMENT OF FLORIDA, as party of the second part.

WITNESSETH, that the party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby remise, release, quit claim and convey unto the party of the second part, its successors and assigns forever the following described land, situate, lying and being in the County of St. Lucia State of Florida, to-wit:

LANDS AS DESCRIBED IN THE SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF,

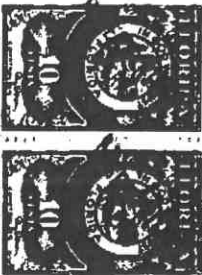
Parcel 103
94060-2501

That part of the submerged lands, sand bars, fills and other lands in Indian River, in Sections 34 and 35, Township 34 South, Range 40 East, according to the Right of Way Map of Section 94060-2501, State Road A-1-A, as filed in Map Book 1, pages 128, 129 and 131, in the office of the Clerk of the Circuit Court, St. Lucia County, Florida, and being more particularly described as follows:

Commencing at a point on the West line of and 328.11 feet N 00°34'56" E of the Southwest corner of said Section 34, run N 87°45'11" E a distance of 1351.74 feet; thence N 68°51'47" E a distance of 2667.50 feet; thence N 50°56'31" E a distance of 161.95 feet to the Westerly line of the City of Fort Pierce submerged lands and the POINT OF BEGINNING; thence S 41°27'09" E on said Westerly line a distance of 99.10 feet to a point on a curve concave to the Northwest with a tangent bearing of N 58°38'39" E through said point; thence Northeasterly on said curve having a central angle of 17°55'16" and a radius of 2010.08, a distance of 270.21 feet, through an angle of 07°42'08" to the end of said curve; thence N 50°56'31" E a distance of 715.15 feet to the beginning of a curve to the right; thence Northeasterly on said curve, having a central angle of 07°16'46" and a radius of 2553.45 feet, a distance of 324.42 feet to the end of said curve; thence N 58°13'17" E a distance of 1371.92 feet to the beginning of a curve to the left; thence Northeasterly on said curve, having a central angle of 20°07'00" and a radius of 1985.08 feet, a distance of 658.90 feet, through an angle of 19°01'05" to a point on the Easterly line of the City of Fort Pierce submerged lands; thence N 67°24'10" W on said Easterly line a distance of 157.10 feet to a point on a curve concave to the Northwest with a tangent bearing of S 40°36'19" W through said point; thence Southwesterly on said curve, having a central angle of 20°07'00" and a radius of 1835.08 feet, a distance of 564.21 feet through an angle of 17°36'58" to the end of said curve; thence S 58°13'17" W a distance of 1762.99 feet to the beginning of a curve to the left; thence Southwesterly on said curve having a central angle of 07°16'46" and a radius of 2727.49 feet, a distance of 346.53 feet to the end of said curve; thence S 50°56'31" W a distance of 322.20 feet to the beginning of a curve to the right; thence on said curve having a central angle of 17°55'16" and a radius of 1810.08 feet, a distance of 279.01 feet, through an angle of 08°49'54" to the Westerly line of the City of Fort Pierce submerged lands; thence S 41°27'09" E a distance of 104.40 feet to the POINT OF BEGINNING; and containing 12.62 acres, more or less.

STATE ROAD DEPARTMENT OF FLORIDA
DIVISION OF RIGHTS OF WAY
DESCRIPTION APPROVED

JAN 31 1962



Book 49 PAGE 204

ST. LUCIE COUNTY, FLA.

110071
FILED AND RECORDED
IN Official Records BOOK

1962 NOV -2 AM 10: 12

ROGER POITRAS, CLERK
ST. LUCIE COUNTY, FLORIDA *Lawell*

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the party of the first part, in law or in equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed in its name by its Mayor ~~President~~ and its corporate seal to be hereto affixed, attested by its City Clerk ~~Secretary~~, the date first above written.

Signed, sealed and delivered
in the presence of:

[Signatures]

CITY OF FORT PIERCE
BY: *Raya Padgett*
ITS MAYOR PRESIDENT
ATTEST: *D. C. Huskey*
ITS CITY CLERK SECRETARY

Approved as to Form
& Correctness

By *[Signature]*
Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before me personally appeared Ray A. Padgett
and D. C. Huskey, to me well known and
known to me to be the Mayor President and City Clerk Secretary
respectively of City of Fort Pierce, Florida

the corporation named in the foregoing instrument, and known to me to be the persons who as such
officers of said corporation, executed the same; and then and there the said Mayor
and the said City Clerk did acknowledge before me that said instrument is
the free act and deed of said corporation by them respectively executed as such officers for the purposes
therein expressed; that the seal thereunto attached is the corporate seal by them in like capacity affixed;
all under authority in them duly vested by the Board of Directors of said Corporation.

Witness my hand and official seal this 31st day of October 1962

[Signature]
Notary Public in and for the County
and State aforesaid.

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Nov. 17, 1965
Issued by American Fire & Casualty Co.

QUIT CLAIM DEED

TO
FROM
SECTION
STATE ROAD
DATE
FILED FOR RECORD
in the office of the Clerk of the Circuit Court
for the County of
State of Florida, on the
A. D. 19
day of
recorded in Deed Book
on Page
and the record verified.
Clerk of the Circuit Court
County, Florida

112617

24

T.S.

Parcel No. 101.1
Section 94060-2508
State Road A-1-A
County of St. Lucie

CITY DEED

THIS INDENTURE Made this 31 day of January, A.D. 1966 between the City of Fort Pierce, Florida, a municipal corporation organized and existing under the Laws of the State of Florida, as party of the first part, and the STATE OF FLORIDA, FOR THE USE AND BENEFIT OF THE STATE ROAD DEPARTMENT OF FLORIDA, as party of the second part.

WITNESSETH, that the party of the first part, for and in consideration of the sum of ONE DOLLAR and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby remise, release, quit claim and convey unto the party of the second part, its successors and assigns forever the following described land, situate, lying and being in the County of St. Lucie State of Florida, to-wit:

PARCEL NO. 101

SECTION 94060-2508

That part of 475.63 acres, more or less in Sections 34 and 35, Township 34 South, Range 40 East, known as Tract No. 3 of St. Lucie County Submerged Lands which lies Northwesterly of the existing right of way for State Road A-1-A and being more particularly described as follows:

Commence at the Northeast corner of the aforementioned Section 35 run N 89°46'14" W on the North line of said Section 35 a distance of 2378.84 feet; thence S 45°19'29" W a distance of 1263.77 feet to a P.I. thence S 28°53'17" W a distance of 1059.77 feet to POINT OF BEGINNING; thence N 67°24'10" W a distance of 150.91 feet; thence S 28°53'17" W a distance of 321.00 feet to the beginning of a curve to the right; thence Southwesterly on said curve having a central angle of 29°20'00" and a radius of 995.96 feet, an arc distance of 509.89 feet to the end of said curve; thence N 58°13'17" E a distance of 355.02 feet to the beginning of a curve to the left; thence Northwesterly on said curve having a central angle of 17°36'58" and a radius of 1835.05 feet a distance of 564.21 feet to the end of said curve; thence N 67°24'10" W a distance of 93.78 feet to the POINT OF BEGINNING;

Containing 2.03 acres, more or less.

ST. LUCIE
COUNTY

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
FEB-7-64
COMPTROLLER
PB. 196128



030

APPROVED AS TO FORM AND CORRECTNESS

BY David J. McLean
City Attorney

D.R. 137 547
BOOK

Sheet 2
Parcel No. 101.1
Section 04060-2508
State Road A-1-A
County of St. Lucie

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging, or in anywise incident or appertaining, and all the estate, right, title, interest and claim whatsoever of the party of the first part, in law or in equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed in its name by its Mayor, and its Seal to be hereto affixed, attested by its City Clerk, the date first above written.

Signed, sealed and delivered
in the presence of:

July S. Lowry
Wanda N. Mahoney

CITY OF FORT PIERCE, FLORIDA
BY: William R. Dannahower
Its Mayor - Commissioner

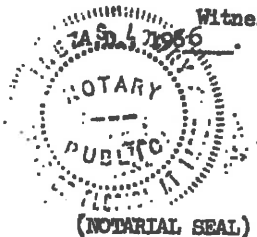
ATTEST: R. C. James
Its City Clerk



STATE OF FLORIDA
COUNTY OF St. Lucie

Before me personally appeared William R. Dannahower and R. C. James to me well known, and known to me to be the Mayor and City Clerk respectively of the City of Fort Pierce, Florida, a municipal corporation named in the foregoing instrument, and known to me to be the persons who as such City officials executed the same; and then and there the said William R. Dannahower and the said R. C. James did acknowledge before me that said instrument is the free act and deed of said City by them respectively executed as such officers for the purpose therein expressed; that the Seal thereunto attached is the City Seal by them in like capacity affixed; all under authority in them duly vested.

Witness my hand and official Seal this 31st day of January



(NOTARIAL SEAL)

July S. Lowry
Notary Public in and for the County
and State aforesaid.

My commission expires: 11/17/69

Notary Public, State of Florida at Large
My Commission Expires Nov. 17, 1969
Issued by American Bar & County Co.

FILED AND RECORDED
IN Official Record BOOK

Robbett
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142617

ROGER POITRAS, CLERK
ST. LUCIE COUNTY,
FLORIDA



O. R. BOOK 137

548

QUITCLAIM DEED

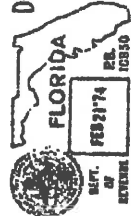
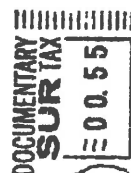
THIS INDENTURE, made this 20th day of February, 1974, between the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, party of the first part, and the UNITED STATES OF AMERICA, by and through the Department of the Army, Jacksonville District, Corps of Engineers, Post Office Box 4970, Jacksonville, 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, receipt of which is hereby acknowledged, and in consideration of the execution and delivery of two (2) certain quitclaim deeds dated October 28, 1963, from the United States of America to the City of Fort Pierce, Florida, one quitclaim deed being for a portion of Tract No. 1, Fort Pierce Harbor Project, Florida (Portion of Tract No. 8801-E - MSA SL-6 ICW - Jacksonville to Miami, Florida) and the second quitclaim deed being for a portion of Tract No. 2, Fort Pierce Harbor Project, Florida (Portion of Tract No. 8800-E - MSA SL-7 ICW - Jacksonville to Miami, Florida), 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:

All that area in Tract No. 1 lying West of a line parallel to and 1250 feet East of the East right-of-way line of the Intercoastal Waterway and all that area in Tract No. 1 lying South of the line parallel to and 1750 feet Northwesterly of the center line of Ship Channel between the Fort Pierce Inlet and the Fort Pierce Harbor, said two parcels being designated "G" on that certain map of Sections 34, 35 and 36, Township 34 South, Range 40 East and Sections 2 and 3, Township 35 South, Range 40 East of Fort Pierce, St. Lucie County, Florida, prepared July 10, 1962, revised November 9, 1962 and revised again February 25, 1963 and prepared by Alton A. Register and Associates.

The legal description for Tract No. 1 of which the above is the portion which is hereby quitclaimed and released to the United States of America is as follows:

Beginning at a point on the north boundary of Section 34, Township 34 South, Range 40 East, 2008 feet West of the Northeast corner; run South 3000 feet; thence South 41°26' East 3041 feet to the Southeast corner of Section 34; thence East along South boundary of Section 35, 1200 feet; thence North 74°00' East 3200 feet; thence North 24°00' East 800 feet; thence North 57°11' West 2709 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 334.10 feet; thence North 54°01' East 128.00 feet;



SAINT LUCIE COUNTY

275124

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ST. LUCIE COUNTY FLA
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CLERK'S OFFICE
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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 1362 feet; thence West 1008 feet to the point of beginning as above described; containing 475.63 acres, more or less. All lying and being in Section 34 and 35, Township 34 South, Range 40 East, St. Lucie County, Florida.

The party of the first part hereby releases and relinquishes any provisions in the easement from the City of Fort Pierce to the United States of America contained in that certain deed executed November 28, 1936 and recorded in Deed Book 90 at Page 37 of the Public Records of St. Lucie County, Florida, which limit elevation for spoiling or which may tend to restrict the rights or easement of the United States of America for the full and free use to deposit spoil on the portions of Tract No. 1 described above which are released, quitclaimed and relinquished to the United States of America.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest or claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed in its name by the Mayor-Commissioner of the City of Fort Pierce, Florida, and attested to by the City Clerk of the City of Fort Pierce, Florida, and the seal of the City of Fort Pierce, Florida to be hereunto affixed, the day and year first above written.

ATTEST:

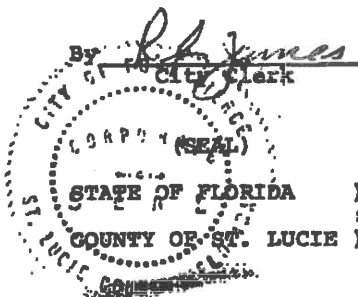
CITY OF FORT PIERCE, FLORIDA,
a municipal corporation

By *R. C. James*
City Clerk

By *C. V. Padrick*
Mayor-Commissioner

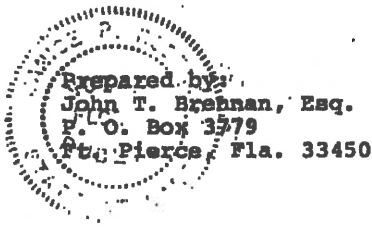
Witnesses:

John A. Scurry
Marion J. Hill



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared C. V. PADRICK, JR, Mayor-Commissioner and R. C. JAMES, City Clerk of the City of Fort Pierce, Florida a municipal corporation, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed same.

WITNESS my hand and official seal in the County and State last aforesaid, this 20th day of February, 1974.



Janice P. Rohette
Notary Public
My commission expires:

-2-

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
remit, 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

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 Fort 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 Fort Pierce, Florida.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest or claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit, and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed in its name by Cyrus E. Vance, Secretary of the Army, and the seal of the Department of the Army to be hereunto affixed, the day and year first above written.

WITNESSES:

Walter Moore Jr.
Pauline J. Allen

UNITED STATES OF AMERICA

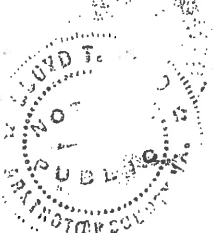
BY

ACKNOWLEDGMENT

STATE OF VIRGINIA)
) ss
COUNTY OF ARLINGTON)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ to me known and known to be the person described in and who executed the foregoing instrument as Cyrus E. Vance Secretary of the Army of the United States of America, and acknowledged before me that he executed the same as such officer in the name and on behalf of the said United States of America.

WITNESS my hand and official seal in the County and State last aforesaid, this 28th day of OCTOBER A.D. 1963.



Lloyd T. Ford
Notary Public, Arlington County,
Virginia

My Commission expires:

279688

Lloyd T. Ford, Notary Public
County of Arlington
State of Virginia
My Commission Expires 23 Sept. 1967

FILED AND RECORDED
ST. LUCIE COUNTY P.L.A.
ROGER POITRAS
CLERK CIRCUIT COURT
RECORD VERIFIED
Nov 16 3 52 PM '74

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 Garra 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 Garra 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 26th 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) ss.
COUNTY OF ST. LUCIE)

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 28 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 300.00 feet; thence North 57 degrees 11 minutes West 2,709.00 feet; thence North 16 degrees 05 minutes West 322.50 feet; thence North 75 degrees 12 minutes West 615.60 feet; thence South 59 degrees 23 minutes West 166.50 feet; thence North 87 degrees 23 minutes West 284.10 feet; thence North 54 degrees 01 minutes East 128.00 feet; thence North 45 degrees 45 minutes East 734.60 feet; thence North 20 degrees 05 minutes East 537.30 feet; thence North 21 degrees 18 minutes West 345.60 feet; thence South 55 degrees 56 minutes West 300.00 feet; thence South 40 degrees 14 minutes West 300.00 feet;

thence South 17 degrees 00 minutes West 137.90 feet; thence South 66 degrees 22 minutes West 687.10 feet; thence South 72 degrees 47 minutes West 64.20 feet; thence North 47 degrees 12 minutes West 1,382.00 feet; thence West 1,008.00 feet to the point of beginning as above described; containing 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 a 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



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

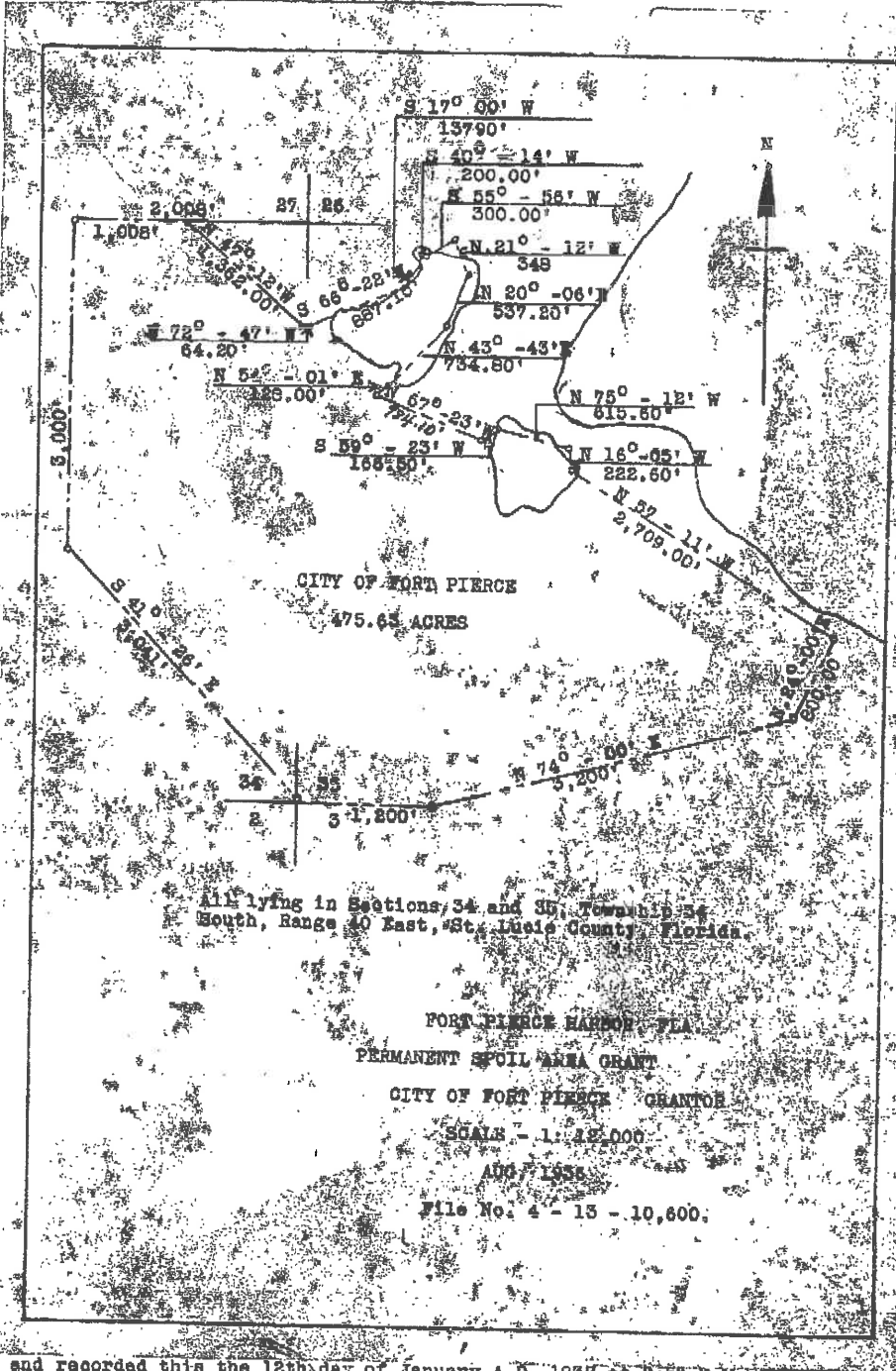
the State of Florida, that as such officers they are duly authorized to execute said instrument as aforesaid, and that said instrument is the act and deed of said corporation.

Witness my hand and official seal at Fort Pierce, County and State aforesaid, this 23 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 2:55 P.M.

(Cl. Ct. seal)

W.R. LOTT, CLERK CIRCUIT COURT

BY Jessie Hamilton D.C.

Record Verified

COMMISSIONERS
BOOKS
BROWN BROTHERS

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

MSA SL-6

STATE OF FLORIDA) as COUNTY OF ST. LUCIE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by an instrument, called a grant, dated November 28th, 1936, filed January 12th, 1937, Register 8874 in Deed Book 90, Page 37, St. Lucie County Records, the City of Fort Pierce, Florida, called the Grantor in said instrument, did grant and convey to the United States the perpetual right and easement to deposit upon that certain tract of land (which is fully described in the aforesaid grant) spoil and/or other material dredged by the United States incident to the improvement of the turning basin and channels of Fort Pierce Harbor in accordance with reports published in House Document No. 21, 74th Congress, 1st Session, and

WHEREAS, the Intracoastal Waterway from Jacksonville to Miami, Florida, duly adopted and authorized by Congress as a Federal project by the River and Harbor Acts of January 21, 1927, and July 3, 1930, traverses the aforesaid harbor, and is an important auxiliary element in the commerce and navigation of the said harbor, and

WHEREAS, in the River and Harbor Act of Congress approved March 2, 1945, provision was made for the further improvement of the said Intracoastal Waterway in accordance with report published in House Document No. 740, 79th Congress, 2nd Session, subject to the condition, among others, that local interests provide spoil disposal areas needed for new work and for subsequent maintenance when and as required;

NOW, THEREFORE, in consideration of the benefits to accrue to the Grantor as the result of the improvement and maintenance of the said Waterway as an important auxiliary element of the aforesaid harbor, and in order to facilitate the United States in the improvement and maintenance of the aforesaid Waterway, the Grantor does hereby extend the scope of the basic grant hereinabove first mentioned (Register 8874) and does hereby grant and convey to the United States the perpetual right and easement to deposit spoil or dredged material upon any portions of the tract described in the basic grant hereinabove first mentioned, subject, however, to the terms and/or conditions applicable to the deposit of material dredged incident to the improvement of the harbor, all as set forth in the aforesaid grant.

IN WITNESS WHEREOF, we, the Mayor-Commissioner and the City Clerk 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 9th day of June, 1958, 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 10th day of June A. D. 1958.

Signed, sealed and delivered in the presence of [Signature] Approved as in Form & Correctness

CITY OF FORT PIERCE, GRANTOR By: [Signature] Mayor-Commissioner Attest: [Signature] City Clerk

[Signature] Attorney

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.

D. C. Huskey

CITY CLERK



no 241 pg 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. Dellow
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.



TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

CHECKED FILED
146329

DEDICATION

NO. 24240-Duplicate

KNOW ALL MEN BY THESE PRESENTS, that whereas, the State Road Department of Florida, on February 2, 1966, made application to the Trustees of the Internal Improvement Fund of the State of Florida to construct and/or improve and maintain a portion of State Road No. A-1-A upon lands held by said Trustees, as hereinafter described, and said Trustees having considered and approved said application in meeting held on March 22, 1966, NOW, THEREFORE,

BE IT RESOLVED by the Trustees of the Internal Improvement Fund that the following described lands, in St. Lucie County, Florida, to-wit:

That part of the submerged lands, islands, sand bars, fills and other lands in Section 35, Township 34 South, Range 40 East, which lies Northeasterly of the 475.63 Acres, more or less, known as Tract No. 3 of St. Lucie County Submerged Lands and lying Northwesterly of the existing right of way for State Road A-1-A at Little Jim Bridge and Southeasterly of the proposed Northerly right of way line of said State Road A-1-A; a part of said proposed Northerly right of way line being more particularly described as follows:

Commence at the Northeast corner of said Section 35, run N 89°46'14" W on the North line of said Section 35, a distance of 2378.84 feet; thence S 45°19'29" W a distance of 987.93 feet; thence N 44°40'31" W a distance of 100 feet to the POINT OF BEGINNING AND the beginning of a curve concave to the Southeast and having a tangent bearing of S 45°19'29" W through said point; thence Southwesterly on said curve having a central angle of 9°42'54" and a radius of 2009.86 feet, an arc distance of 340.79 feet to the end of said curve; thence S 35°36'35" W a distance of 545.16 feet; thence S 28°53'17" W a distance of 494.29 feet to the END of that part of said proposed Northerly right of way line;

Containing 2.83 acres, more or less.

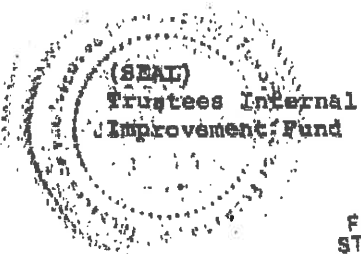
be and said land is hereby dedicated for public highway purposes as and for right of way for a public State Road under supervision of the State Road Department of Florida to control, manage, use, develop, police, protect and maintain the same for State Highway purposes only. This dedication shall be effective insofar as the interest of the Trustees

of the Internal Improvement Fund shall extend and is made subject to any and all prior rights of the United States and to any and all prior grants made by the Trustees of the Internal Improvement Fund in and to any submerged lands within the limits of the right of way hereinabove described. The rights herein conferred on the State Road Department shall extend to and include its officers, engineers, representatives and contractors, and to the Federal Government as its interest in said road may appear.

In the event the land herein described shall cease to be used for public road purposes and be abandoned by the State Road Department then the dedication of said land herein made shall become subject to revocation at the option of the Trustees of the Internal Improvement Fund.

THIS DEED is granted for the purpose of replacing a former conveyance of the within described land by the said grantors to the grantees, dated March 23, 1966, which former deed has not been recorded.

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 2nd day of June A.D. 1966.



FILED AND RECORDED
ST. LUCIE COUNTY, FLA.
RECORD VERIFIED
Robertt
'66 JUN 22 PM 2:23
146329
ROSLER POITRAS
CLERK CIRCUIT COURT

Wayne Burton
Governor
Frederick Dickinson
Comptroller
Howard Williams
Treasurer
Carl Faircloth
Attorney General
Doyle Comer
Commissioner of Agriculture

As and composing the Trustees of the Internal Improvement Fund of the State of Florida.

This Instrument Prepared By:
Tiana Brown
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGN SUBMERGED LANDS EASEMENT

NO. 40589
BOT FILE NO. 560230646
PA NO. _____

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Florida Power & Light Company, a Florida corporation, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of submerged land in Section 35
Township 34 South, Range 40 East, in Indian River,
St. Lucie County, as is more particularly described
and shown on Attachment A, dated April 13, 2005.

TO HAVE THE USE OF the hereinabove described premises from May 27, 2005, the effective date of this easement. The terms and conditions of and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for an existing subaqueous electric cable crossing the Indian River at North Bridge Causeway. All of the foregoing subject to the remaining conditions of this Easement.
2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.
3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.
4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.
5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.
6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.
7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense, and shall indemnify, defend and save and hold harmless the Grantor and the State of Florida from all claims, actions, lawsuits and demands arising out of this easement, which do not arise out of or result from the negligent acts or omissions of Grantor.

9. VENUE: Grantee waives venue as to any litigation arising from matters relating to this easement and any such litigation between Grantor and Grantee shall be initiated and maintained only in Leon County, Florida.

10. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

11. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All costs, including attorneys' fees, incurred by the Grantor to enforce the provisions of this easement shall be paid by the Grantee. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Florida Power & Light Company
P. O. Box 8248
Ft. Lauderdale, FL 33340

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

12. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

13. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in Item 11 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

14. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

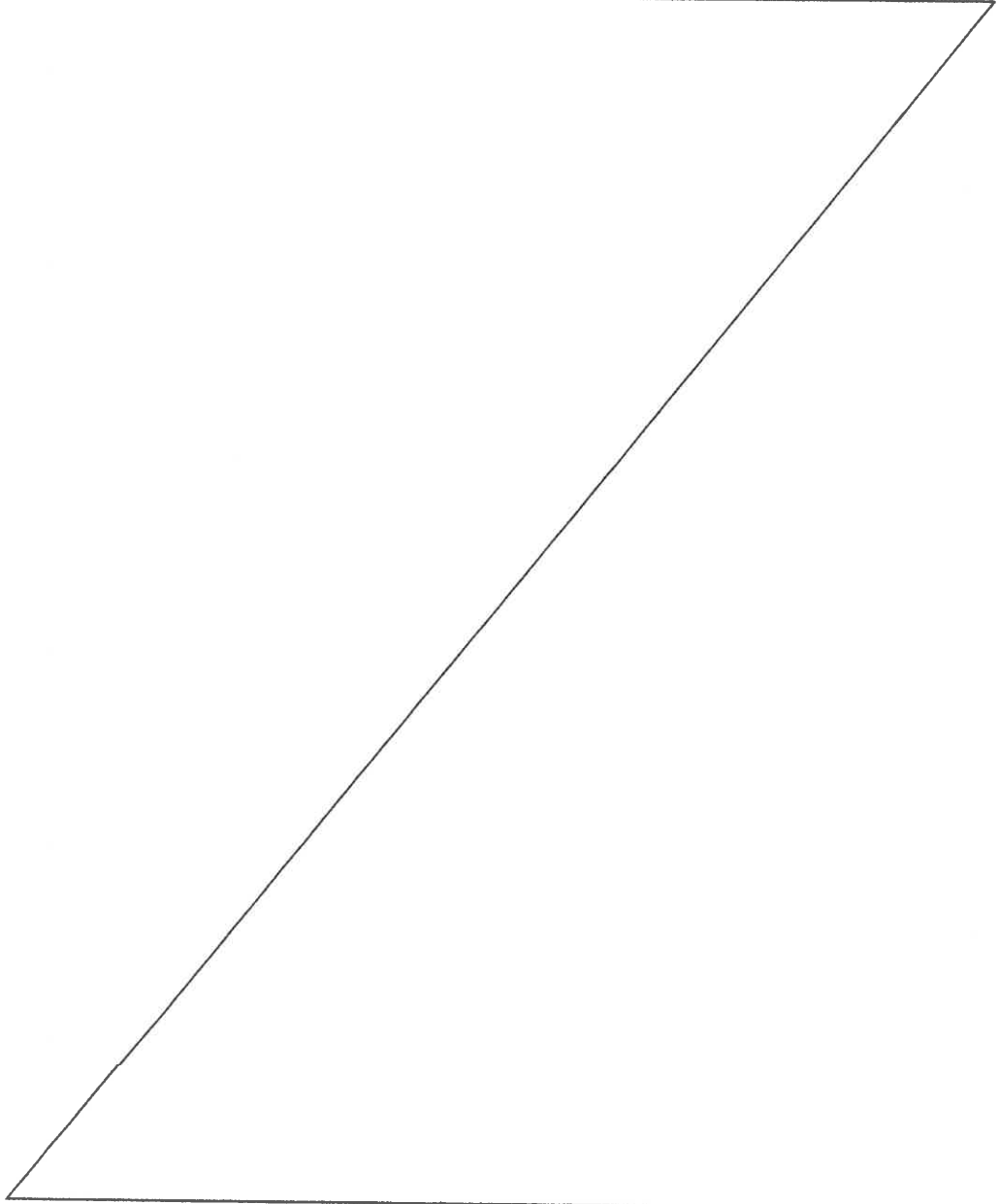
15. RECORDATION OF EASEMENT: The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

16. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

17. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (COE) permit if it is required by the COE. Any modifications to the construction and/or activities authorized herein that may be required by the COE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

18. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

19. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(49), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.



WITNESSES:

[Signature]
Original Signature

Kathy C. Griffin
Print/Type Name of Witness

[Signature]
Original Signature

D.L. McKenzie
Print/Type Name of Witness

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

(SEAL)

BY: [Signature]

Dale Adams, Operations and Management Consultant
Manager, Bureau of Public Land Administration,
Division of State Lands, Department of Environmental
Protection, as agent for and on behalf of the Board of Trustees of
the Internal Improvement Trust Fund of the State of Florida

STATE OF FLORIDA
COUNTY OF LEON

"GRANTOR"

The foregoing instrument was acknowledged before me this 14th day of MAY, 2005 by Dale Adams, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

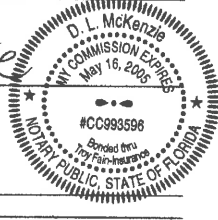
[Signature]
DEP Attorney

[Signature]
Notary Public, State of Florida

D.L. McKenzie
Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____



WITNESSES:

[Signature]
Original Signature

Lori Verni
Typed/Printed Name of Witness

[Signature]
Original Signature

NANCY E. LLAMA
Typed/Printed Name of Witness

Florida Power & Light Company,
a Florida corporation (SEAL)

BY: [Signature]

Original Signature of Executing Authority

J. W. Molyneaux
Typed/Printed Name of Executing Authority

Assistant Secretary
Title of Executing Authority

"GRANTEE"

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 4 day of May, 2005, by J. W. Molyneaux as Assistant Secretary of Florida Power & Light Company, a Florida corporation for and on behalf of the corporation. He is personally known to me ~~or who has produced~~ as identification.

My Commission Expires: 6-30-05

Commission/Serial No. DD005579

[Signature]
Notary Public, State of Florida

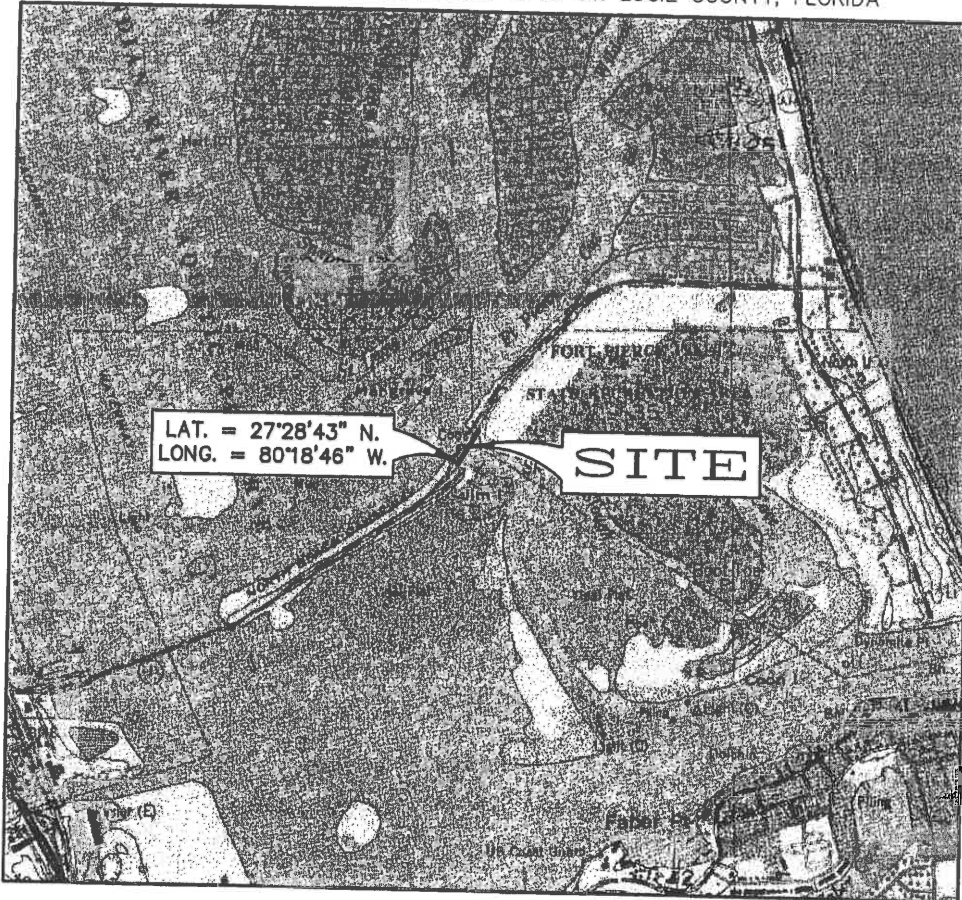
TRUDY K. SCOTTEN
Printed, Typed or Stamped Name



EXHIBIT "A"

**SUBMERGED LAND EASEMENT
CROSSING THE INDIAN RIVER
AT NORTH BRIDGE CAUSEWAY
(LITTLE JIM BRIDGE)**

SECTION 35, TOWNSHIP 34 S., RANGE 40 E. ST. LUCIE COUNTY, FLORIDA

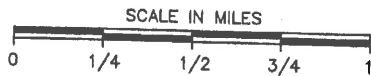


LAT. = 27°28'43" N.
LONG. = 80°18'46" W.

SITE



FORT PIERCE QUADRANGLE
FLORIDA - ST. LUCIE COUNTY
7.5 MINUTE SERIES (TOPOGRAPHIC)



NOTES:

LATITUDE AND LONGITUDE SHOWN ARE BASED ON THE 1980 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/90).

LAT. = LATITUDE
LONG. = LONGITUDE

NOTE:

NOT VALID UNLESS ACCOMPANIED
BY SHEETS 1 THROUGH 4 OF 4



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125

Attachment A
Page 5 of 8 Pages
Easement No. 40589

JOB # 7625-1.12

DATE: 12/13/05

SHEET 1 OF 4

EXHIBIT "A"

**SUBMERGED LAND EASEMENT
CROSSING THE INDIAN RIVER
AT NORTH BRIDGE CAUSEWAY
(LITTLE JIM BRIDGE)**

LAND DESCRIPTION:

A portion of submerged lands lying within the Indian River, in Section 35, Township 34 South, Range 40 East, St. Lucie County, Florida being more particularly described as follows:

COMMENCING at the northwest corner of Section 3, Township 35 South, Range 40 East; thence N 89°59'57" E along the north line of said Section 3, a distance of 6548.66 feet; thence N 00°00'03" W, 3473.20 feet to the POINT OF BEGINNING, being the Mean High Water Line of the Indian River and having a Northing of 1143800.672 and an Easting of 878977.075; thence N 73°52'47" W along said Mean High Water Line of the Indian River, 10.18 feet; thence N 26°54'02" E, 419.03 feet to the Mean High Water Line of the Indian River; thence S 36°44'30" E along said Mean High Water Line of the Indian River, 3.94 feet; thence S 19°49'57" E along said Mean High Water Line of the Indian River, 8.89 feet; thence S 26°54'02" W, 409.28 feet to the POINT OF BEGINNING.

The above described easement is situate in St. Lucie County, Florida and containing 4,147 square feet, 0.095 acres, of submerged land, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 04-13-05

ALAN M. REYNOLDS, P.S.M.
Florida Registration No. 6346
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

NOTE:

NOT VALID UNLESS ACCOMPANIED
BY SHEETS 1 THROUGH 4 OF 4



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
60 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125

Attachment A
Page 6 of 8 Pages
Easement No. 40589

JOB # 7625-1.12
DATE: 12/13/05
SHEET 2 OF 4

EXHIBIT "A"

**SUBMERGED LAND EASEMENT
CROSSING THE INDIAN RIVER
AT NORTH BRIDGE CAUSEWAY
(LITTLE JIM BRIDGE)**

NOTES:

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
4. This is not a M.H.W. Line Survey - Elevations shown for informational purposes only.
5. The land description shown hereon was prepared by the Surveyor.
6. Bearings and Coordinates shown hereon are referenced to Grid North, based on the 1990 adjustment of the North American Datum of 1983 (NAD 83/90) of the Florida State Plane Coordinate System (Traverse Mercator Projection), East Zone, with the north line of Section 3, Township 35 S., Range 40 E., having a bearing of N 89°59'57" E.
7. Elevations shown hereon are based on the North American Vertical Datum of 1988.
8. Benchmark Description: Department of Transportation brass disc stamped "FBLC 10", at the northwest corner of the intersection of Avenue O and U.S. No. 1, on concrete sidewalk, Elevation = 27.66 feet.(NAVD 88)
9. This Sketch and Description is designed to encompass the Florida Power and Light subaqueous cable crossing. Cables were located via divers with the assistance of the Florida Power and Light Cable Locating Group. The surveyor certifies that the cables were located as accurately as possible at that time. The surveyor has not physically located the cable crossings.
10. Mean High Water information was compiled from published datum provided by the Land Boundary Information System internet web site (www.labins.org). Mean High Water is based upon extending published datum from MHW Data Point ID #6099, St. Lucie County, Quad Name Fort Pierce, USGS Quad Number 27080-D3. Mean High Water = -0.83' N.A.V.D. 1988; Range = 1.15'; Mean Low Water = -1.98' N.A.V.D. 1988.
11. Elevations were converted from N.G.V.D. 1929 to N.A.V.D. 1988 using Corpscon version 5.11.08 as found on Land Boundary Information System internet web site (www.labins.org).
12. Abbreviation Legend: B.O.S.W.= Bottom Of SeaWall; P.B.C.R.= Palm Beach County Records; C= Centerline; F.P.L.= Florida Power & Light Company; G.P.S.= Global Positioning System; L.B.= Licensed Business; N.G.V.D.=National Geodetic Vertical Datum; N.W.= Northwest; P.B.= Plat Book; P.O.B.= Point Of Beginning; P.O.C.= Point of Commencement; P.S.M.= Professional Surveyor and Mapper; T.O.S.W.= Top Of Sea Wall; U.S.G.S.= United States Geological Survey.
13. Coordinates shown hereon are based on a Real-Time Kinematic (RTK) G.P.S. survey which is certified to 2 Centimeter local accuracy, relative to the nearest National Geodetic Survey (NGS) Geodetic Station as surveyed in the field on August 18, 2003.
Station Observed: "C+T1" (PID - AA7678) St. Lucie County.

Equipment

GPS Receiver: Trimble 5700 RTK
Software: Trimble Geomatics Office, Version Number 1.61

NOTE:

NOT VALID UNLESS ACCOMPANIED
BY SHEETS 1 THROUGH 4 OF 4



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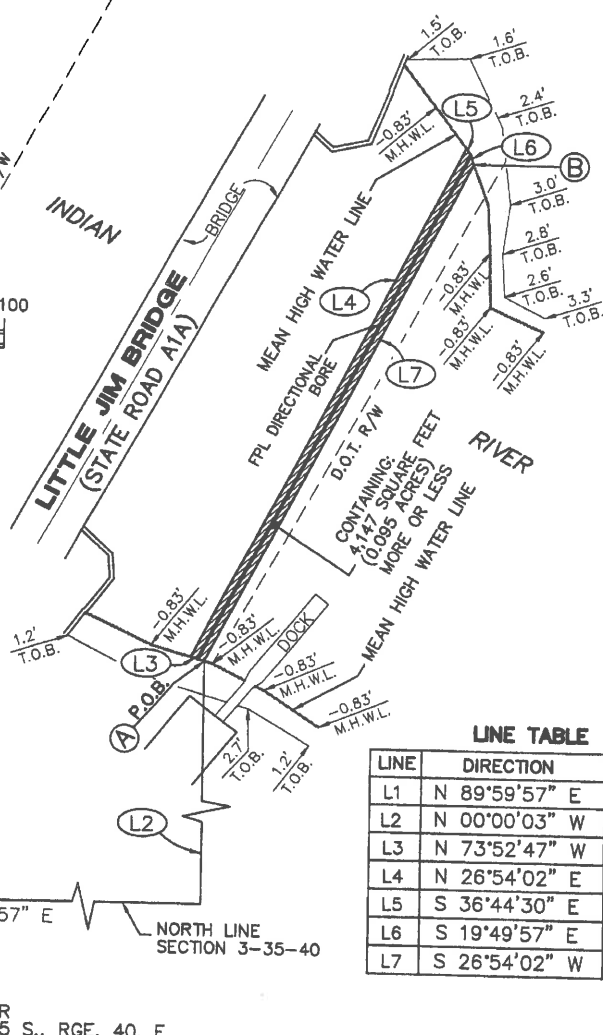
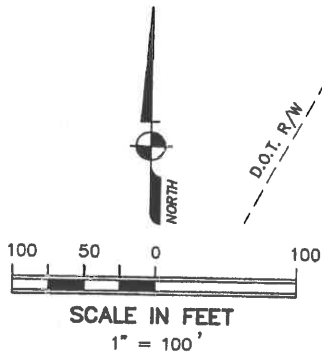
Attachment A
Page 7 of 8 Pages
Easement No. 40589

JOB # 7625-1.12
DATE: 12/13/05
SHEET 3 OF 4

EXHIBIT "A"

**SUBMERGED LAND EASEMENT
CROSSING THE INDIAN RIVER
AT NORTH BRIDGE CAUSEWAY
(LITTLE JIM BRIDGE)**

SECTION 35, TOWNSHIP 34 S., RANGE 40 E. ST. LUCIE COUNTY, FLORIDA



LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N 89°59'57" E	6548.66'
L2	N 00°00'03" W	3473.20'
L3	N 73°52'47" W	10.18'
L4	N 26°54'02" E	419.03'
L5	S 36°44'30" E	3.94'
L6	S 19°49'57" E	8.89'
L7	S 26°54'02" W	409.28'

NOTE:

THE APPROXIMATE MEAN HIGH WATER LINE IS NOT INTENDED TO BE THE LEGAL BOUNDARY BETWEEN PRIVATE AND STATE OWNERSHIP.

MEAN HIGH WATER = -0.83' N.A.V.D. 88
 RANGE = 1.15'
 MEAN LOW WATER = -1.98' N.A.V.D. 88

(SEE NOTE #10 & #11 ON SHEET 3 OF 4)

NOTE:

NOT VALID UNLESS ACCOMPANIED BY SHEETS 1 THROUGH 4 OF 4

STATE PLANE COORDINATES

A	N. 1143800.672	E. 878977.075
B	N. 1144165.669	E. 879162.253

(SEE NOTE # 6 & # 13 ON SHEET 3 OF 4)



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 50 S.W. 2ND AVENUE, SUITE 102
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 TEL. (561) 392-2594, FAX (561) 394-7125

"NOT A FIELD SURVEY"

Attachment A
 Page 8 of 8 Pages
 Easement No. 40589

JOB # 7625-1.12

DATE: 12/13/05

SHEET 4 OF 4



CITY OF FORT PIERCE HISTORIC PRESERVATION BOARD PRELIMINARY HISTORIC DESIGNATION APPLICATION

CHAPTER 23, ARTICLE IV DESIGNATION OF HISTORIC SITES

Section 23-36. Criteria.

(a) Consistent with the criteria established by the National Register of Historic Places, the board shall recommend for designation places, buildings, structures, landscape features, archaeological sites and other improvements as individual sites, districts or archaeological zones that are significant in Fort Pierce's history, architecture, archaeology or culture and possess integrity of location, design, setting, materials, workmanship or association; and meets one or more of the following criteria:

- (1) (Significant event) Are associated with events that have made significant contributions to the pattern of history in the community, St. Lucie County, the state or the nation; or
- (2) (Significant person) Are associated with the lives of persons significant in our past; or
- (3) (Architectural significance) Embodies the distinctive characteristics of an architectural type, period, style or method of construction; or the work of a prominent designer or builder; or contains elements of design, detail, materials, or craftsmanship of outstanding quality; or that represents a significant innovation or adaptation to the South Florida environment; or represents a distinguishable entity whose components may lack individual distinction; or
- (4) (Archaeological Significance) Have yielded, or are likely to yield information in history or prehistory; or
- (5) Is listed in the National Register of Historic Places; or
- (6) (Aesthetic significance) Is a part of or related to a landscape, park, environmental feature or other distinctive area, and should be developed or preserved according to a plan based upon a historic, cultural, or architectural motif; or because of its prominent or spacial location, contrast of siting, age, or scale is an easily identifiable visual feature of a neighborhood or the city and contributes to the distinctive quality of such neighborhood or the city.

NAME OF LANDMARK: Little Jim Bait & Tackle

ADDRESS OF LANDMARK: 601 N Causeway Fort Pierce 34949

LEGAL DESCRIPTION: 35 34 40 FROM NW COR OF SEC RUN S 89 DEG 49 MIN 01 SEC E 1556.56 FT, TH S

PARCEL IDENTIFICATION NO.: 1434-100-0000-020-9

TYPE OF PROPERTY: Archaeological Site Commercial Building Public Building Residential Building

Other (describe): _____

DATE OF PROPERTY (PERIOD OF HISTORICAL SIGNIFICANCE): 1940

IS THE PROPERTY LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES?: No Yes, Record #: _____

HISTORY OF THE SITE

Please give an explanation as to why this property is historically, culturally, architecturally, or archaeologically significant and how the property fulfills the criteria for designation (Section 23-36). Use additional paper if necessary.

This parcel was originally a Navy Guard shack during WWII and was the Point of entry on to the Navy "Frogman" training facility, We have researched the site and have prepared a packet with information for

In the late 1940s William "Bill" Turner started selling Bait out of the abandoned shack

The following information should be included, if known:

ORIGINAL OWNER(S): _____

SUBSEQUENT OWNER(S): City Of Fort Pierce

ARCHITECT: _____

BUILDER: _____

DATE OF CONSTRUCTION: 1940

ORIGINAL USE: Navy Guardshack

SUBSEQUENT USE(S): Bait & Tackle shop

CURRENT CONDITION OF THE SITE: Excellent Good Fair Poor

HISTORICALLY SIGNIFICANT EVENT(S) ASSOCIATED WITH THIS SITE OR STRUCTURE:

Used as the official entry to the Frogman training facility during WW II

HISTORICALLY SIGNIFICANT PERSONS ASSOCIATED WITH THIS SITE OR STRUCTURE:

US Navy Seals/ Museum

ANECDOTES AND/OR STORIES ASSOCIATED WITH THE SITE OR STRUCTURE (USE ADDITIONAL PAPER IF NECESSARY):

PLEASE ATTACH THE FOLLOWING:

- Photographs of the site and/or exterior of the structure (Interior as well, if applicable)
- Historic Photographs (if available)
- Other materials related to historical research of property (if available)

CURRENT PROPERTY OWNER(S) NAME:

City Of Fort Pierce

CURRENT PROPERTY OWNER(S) PHONE NO.:

772-467-3000

CURRENT PROPERTY OWNER(S) MAILING ADDRESS:

100 N US Hwy 1 Ft Pierce FL34949

An owner's signature below indicates consent to the proposed historic designation as described in this application.

Property Owner's Signature

Date

State of _____ County of _____

I certify that on the date set forth below the property owner named above did appear personally before me and that I did identify this person by: (a) comparing his/her physical appearance with the photograph on the identifying document presented by the person, and (b) comparing this person's signature made in my presence on this form with the signature on his/her identifying document. The statements on this document are subscribed and sworn to before me by the individual on this ____ day of _____, _____.

Notary Public Signature: _____

Notary ID Number: _____

Expiration Date: _____

From: Kevin Freeman
Sent: Thursday, May 4, 2023 11:00 AM
To: Dean Kubitschek
Cc: Jennifer Robinson; Paul Thomas; John Andrews; Nick Mimms
Subject: FW: LITTLE JIM ITEM - CONFERENCE AGENDA 5/8/23
Attachments: Sec._111_124.___Procedure_for_historic_designation. (1).docx

Procedure for Historic designation – summary of Sec. 111-124.

- Submission and acceptance of the complete historic designation application.
- Designation report
- Notification of owners
- Notification of public hearing
- Notifications to the building department and code compliance.
- Historic Preservation Board review of the designation report and recommendation for the City Commission final approval.
- City Commission decision and designation of the property by resolution.
- Notification of the City Commission action with a copy of the resolution sent to city clerk, building department, code compliance, owner of the property and appropriate county and state officials for certified local government requirements.

Hi Kev,
Please let me know if you need anything else.

Maria

From: Kevin Freeman <kfreeman@cityoffortpierce.com>
Sent: Wednesday, May 3, 2023 9:31 AM
To: Maria Lewicka <mlewicka@cityoffortpierce.com>
Subject: FW: LITTLE JIM ITEM - CONFERENCE AGENDA 5/8/23

Can you set out the procedure for Historic Designation for me please?

Thanks

Kev Freeman | Planning Director | City of Fort Pierce
Planning Department
Cell: 772.529.4264 Phone: 772.467.3730 Fax: 772.466.5808
100 North U.S. 1 Fort Pierce, FL 34950

[Website](#) | [Facebook](#) | [Survey](#)



Sec. 111-124. Procedure for historic designation.

Properties which meet the criteria for local historic sites and local historic districts set forth in section 111-123 shall be designated according to the following procedures:

- (1) *Petition of the owner.* The owner of any property in the city may petition this board for designation of their property as an individual site, district or archaeological zone by submitting a preliminary application for historic designation to the historic preservation officer. Nothing in this subsection shall be deemed to restrict the power of the board to initiate the designation process pursuant to this section. If the board is initiating designation, the preliminary application may be submitted concurrently with the full application at the public hearing.
- (2) *Directive of the board.* The board shall either accept or deny the application. By accepting the application, the board must set a date for a public hearing and shall direct staff to complete the designation report and notify the proper parties of the public hearing.
- (3) *Designation reports.* Prior to the designation of an individual site, a district, or an archaeological zone, an investigation and designation report must be prepared by the historic preservation officer and filed with the board. All reports must address the following:
 - a. Legal description of the property.
 - b. The historical, cultural, architectural or archaeological significance of the property or how the property fulfills the criteria for designation.
 - c. Boundaries for individual historic sites and a recommendation of boundaries for districts and archaeological zones. When a district is recommended, the report must identify those properties which are not historically or architecturally contributing to the district. District boundaries should be drawn to include properties which individually do not contribute to the historic character of the district, but which require regulation in order to control potentially adverse influences on the character and integrity of the district. The standards for regulating such noncontributing properties shall provide that a certificate of appropriateness shall be required for alterations and new construction on such properties.
 - d. Zoning regulations. Every historic site and historic district designation report may include detailed zoning regulations made to be compatible with its designation. Such regulations may be designed to supplant or modify any element of existing zoning regulations, including, but not limited to, use, floor area, ratio, density, height, setbacks, parking, minimum lot size and transfer of development rights, or create any additional regulations provided for in this section. The zoning amendment may identify individual properties, improvements, landscape features, or sites or categories of properties, improvements, landscape features or sites for which different regulations, standards and procedures may be required.
 - e. All reports shall take into consideration current conditions of the property and how the owners have maintained the property.
 - f. The report shall also contain a location map and photographs of all exterior surfaces (and interior if applicable).
 - g. Optional designation of interiors. Normally interior spaces shall not be subject to regulation under this section; however, in cases of existing structures having exceptional architectural, artistic or historical importance, interior spaces which are customarily open to the public may be specifically designated. The designation report shall describe precisely those features subject to review and shall set forth standards and guidelines for such regulations.

-
- h. Designation reports shall also include a copy of any survey materials related to such property, the property appraiser's records of such property, and a copy of the public hearing newspaper advertisement.
 - i. Moratorium. Upon the filing of a designation report by the staff, the owner of the real property which is the subject matter of the designation report or any individual or private or public entity shall not:
 - 1. Erect any structure on the subject property.
 - 2. Alter, restore, renovate, move or demolish any structure on the subject property until such time as final administrative action, as provided by this chapter is completed.
- (4) *Notifications.*
- a. Notification of owners. For each proposed designation of an historic site or historic district, the board is responsible for mailing a copy of the designation report and a notice of public hearing to all property owners of record whose properties are located within the boundaries of the designation. This notice shall serve as notification of the intent of the board to consider designation of the property at least 30 days prior to a public hearing held pursuant to this section. Such notice shall be by certified mail, return receipt requested, 30 days prior to any public hearing, and addressed to the owner of the property or properties in question at the address listed in the tax collector's office for tax notices, and at any other address furnished to the department by such owner, provided that if the notice is returned as unclaimed or refused, notice may then be provided by First Class mail with a properly executed proof of mailing or affidavit confirming the First Class mailing.
 - b. Notification of public hearing. For each historic site and historic district proposed for designation, a public hearing shall be held within 60 days from the date a designation report has been presented to the board. Such notice shall be given by publishing a copy thereof in a newspaper of general circulation in the city and the county at least ten days prior to the hearing. All interested persons shall be given an opportunity to be heard at the public hearing on the proposed designation.
 - c. Notification to community redevelopment agency. Upon initial receipt of a proposal for designation, notification of such proposal shall be furnished to the community redevelopment agency in the event the proposal involves properties within the existing community redevelopment area. The community redevelopment agency may submit comments or make recommendations to the historic preservation board concerning the designation of such property prior to the date of the public hearing.
 - d. Notification shall also be given to the building department and code compliance division.
- (5) *Decision of the board.* Within seven days of a public hearing on a proposed individual site or archaeological zone, the board shall make a decision to approve, deny or amend the proposed designation and shall forward their recommendation to the city commission for final approval.
- (6) *Recommendations of the board.* For the designation of a district, or for the designation of individual sites that require a modification or variance in the zoning, the board must first send its recommendations to the city planning board for their review. The city planning board shall then send their recommendations along with the preservation board's to the city commission for final approval.
- (7) *Decision of the city commission.* The city commission shall either approve, deny or approve with conditions the designation, and shall designate the property by resolution. The following parties shall be notified of its actions with a copy of the resolution:
- a. The building department and code compliance division;

-
- b. The city clerk, so that they may provide the resolution to the circuit clerk of the courts office for the purpose of recording such designation in the public record;
 - c. Owners of the affected property and other parties having an interest in the property, if known; and
 - d. Appropriate county and state officials for certified local government requirements.
- (8) *Amendment or rescission.* The city commission may amend or rescind any designation provided it complies with the same manners and procedures used in the original designation.
- (9) *Appeal of designation.* A party aggrieved by a designation decision may appeal such decision to the city commission in the manner provided for in this chapter.

(Code 1983, § 23-37; Ord. No. K-72, § 2, 4-16-2001; Ord. No. K-467, § 1, 5-7-2007)

LEASE EXTENSION

THIS LEASE EXTENSION AGREEMENT, is made and entered into this ___ day of March, 2015, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, ("**LANDLORD**"), and **LITTLE JIM BAIT AND TACKLE, INC.** a Florida corporation organized under the laws of Florida with its principal address at 601 North Causeway Drive, Fort Pierce, Florida, ("**TENANT**").

WHEREAS, the Landlord and Tenant entered into a five (5) year Lease Agreement for the parcel generally referred to as "Little Jim Fish Camp", Fort Pierce, Florida, attached hereto as Exhibit "A", commencing on March 1, 2010; and

WHEREAS, TENANT and LANDLORD have mutually agreed to a ten (10) year lease extension as provided under said Lease.

NOW, THEREFORE, in consideration of the covenants herein contained, and the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **LANDLORD** and **TENANT** do hereby agree as follows:

- 1) The Lease term shall be extended for an additional ten (10) year period, commencing on March 1, 2015.
- 2) Portions of Section 7 Insurance of the Lease are updated and modified as follows:

Workers' Compensation/Employer's Liability Insurance

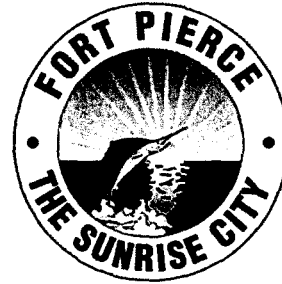
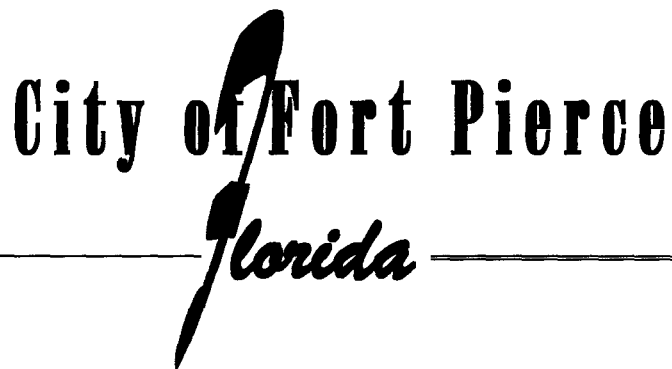
Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those endorsements which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$500,000	Each Accident
	\$500,000	Disease – Policy Limit
	\$500,000	Disease – Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the City of Ft. Pierce and its officials, officers and employees scheduled thereon.

Marina Operators Insurance

Such insurance shall include coverage for marina operators' legal liability, protection and indemnity, and commercial general liability. The commercial general liability coverage shall be no more restrictive than that provided by the



Office of the City Clerk
City Hall, 100 North US 1
P.O. Box 1480 Fort Pierce, FL 34954-1480
(772) 467-3052 • www.CityOfFortPierce.com

April 23, 2015

Little Jim's Bait & Tackle, Inc.
Richard A. King
6502 Santa Clara Blvd.
Fort Pierce, FL 34951

Re: Lease Extension

Dear Mr. King:

Enclosed is a fully executed Lease Extension between Little Jim Bait and Tackle, Inc. and the City of Fort Pierce which was approved at the April 20, 2015 meeting of the Fort Pierce City Commission. The lease term shall be extended for an additional ten (10) year period, commencing on March 1, 2015. I have retained an original for the official city files.

If you have any questions, please don't hesitate to contact me.

Very truly yours,

A handwritten signature in cursive script that reads "Linda W. Cox".

Linda W. Cox
City Clerk

cc: Nicholas Mimms, Deputy City Manager (w/o attachment)

most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 11 (Additional Insured – Managers or Lessors of Premises Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- \$500,000 Marina Operators Legal Liability
- \$500,000 Protection and Indemnity
- \$500,000 General Aggregate
- \$500,000 Products/Completed Operations Aggregate
- \$500,000 Personal and Advertising Injury
- \$500,000 Each Occurrence

3) All other terms and conditions of the Lease shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Extension to be executed by their appropriate officials, as of the date first above written.

CITY OF FORT PIERCE, a municipal corporation, **LANDLORD**

Attest:

Linda Cox
Linda Cox, City Clerk

By: *Linda Hudson*
Linda Hudson, Mayor

Approved as to Form and Correctness:

Robert V. Schwerer
Robert V. Schwerer, Esq.
City Attorney

LITTLE JIM BAIT & TACKLE, INC., a Florida Corporation, **TENANT**

By: *Richard A. King*
Richard A. King, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, **Richard A. King, as President of LITTLE JIM BAIT & TACKLE, INC.** to me known to be the person described in and who executed foregoing document and who has produced drivers license as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of ~~March~~ April, 2015.

Linda W. Cox
Notary Public, State of Florida at Large
My Commission expires: _____



LEASE AGREEMENT FOR LITTLE JIM PROPERTY

THIS LEASE AGREEMENT is entered into this ~~25th~~ ^{MAY} day of March, 2010, having an effective date of March 1, 2010, by and between the **CITY OF FORT PIERCE**, a municipal corporation within the territorial limits of St. Lucie County, Florida (hereinafter "LANDLORD") whose address is 100 North U.S. 1, Fort Pierce, Florida 34950; and **LITTLE JIM BAIT & TACKLE, INC.**, a Florida corporation (hereinafter "TENANT"), whose business address is 601 North Causeway Drive, Fort Pierce, Florida 34949.

WITNESSETH:

WHEREAS, the Landlord is the owner of land, building and certain improvements located on a barrier island on the southeast side along the waterway, generally known as Little Jim's located at 601 North Causeway Drive, Fort Pierce, Florida 34949 (the "Demised Premises") which is more fully depicted and described on Exhibits "A-1" and "A-2" attached hereto; and

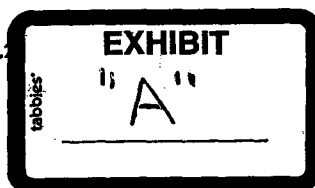
WHEREAS, the TENANT has been selected by the City Commission of City of Fort Pierce through a competitive selection process as the operator and lessee of the Demised Premises; and

WHEREAS, the TENANT has agreed to operate and improve the Demised Premises in accordance with this Lease; and

WHEREAS, the Lease of the Demised Premises to TENANT by Landlord shall be subject to all existing zoning and building restrictions and regulations and any provisions and clauses set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **TERM.** The term of this Lease shall be five (5) years commencing March 1, 2010, to and including February 28, 2015 to be followed by a conditional option to renew for a ten 10 year term, provided the TENANT shall at all times remain in full compliance with all terms and conditions of this Lease and that TENANT shall have completed all required improvements. In the event TENANT shall complete the



improvements in Schedule "A" within the first three (3) years of the original term, TENANT shall be entitled to the optional ten (10) year renewal term.

TENANT shall furnish LANDLORD with a minimum of six (6) months written notice of its intention to exercise this option prior to the expiration of the initial term. Acceptance of such option by LANDLORD shall be conditioned upon compliance as provided herein.

2 DEMISED PREMISES. The Demised Premises consists of an approximate eight hundred eighty (880) square foot, more or less building formerly known as LITTLE JIM FISH CAMP, together with ground level deck, and 200 linear feet of dock walkway providing approximately 470 linear feet of dockage, located at the southeast side of the DOT bridge on Alt. A1A known as Little Jim Bridge as depicted on Exhibits "A-1" and "A-2, attached hereto and incorporated herein by reference.

3 LEASE PAYMENTS. TENANT in consideration of this Lease, shall pay LANDLORD, without demand, at the offices of the Director of Finance, City Hall, 100 North U.S. 1, Fort Pierce, Florida 34954, or such other place as LANDLORD may from time to time designate in writing, rent in the amounts and manner set forth herein:

(a) from the commencement hereof through March 31, 2011 the sum of \$1,600 due upon the 1ST day of each month;

(b) commencing April 1, 2011, through March 31, 2012 \$1,800 per month due upon the 1ST day of each month.

(c) commencing April 1, 2012 through March 31, 2015 the sum of \$2,000 per month due upon the 1ST day of each month.

(d) During the optional renewal period and commencing the first day of the first year of the optional renewal lease term, rent shall be readjusted, modifying the current term rent for the year by an amount equal to (100%) of the Annual "Unadjusted Percent Change" in the Consumer Price Index (CPI), for "United States City Average" for the previous year as published by the Bureau of Labor Statistics, for the month in which the first year of the optional lease term begins. For each change of one (1) index point in the CPI, rent shall be adjusted by a factor of 1.0%.

Any adjustments shall take effect at the end of the twelfth month of the year preceding the first day of the first month of the new lease year and will be further adjusted each twelve (12) months thereafter. Said adjustment will be based on the most recent CPI indices available immediately prior to the adjustment date.

LANDLORD shall notify TENANT of the adjusted rent due based on the preceding method of adjustment, and TENANT shall promptly pay the same. If LANDLORD shall notify TENANT of such adjusted rent subsequent to the payment of any rent for such lease year, upon the first day of the month immediately following the receipt of such notice, TENANT shall pay the amount due for the months during such lease year as to which rent without such adjustment had previously been paid. Such adjusted rent shall not, under any circumstances, result in a reduction of the previous year's rent.

The covenant of TENANT to pay rent is separate and distinct from other covenants and TENANT shall have no right of set-off or reduction in the payment of rent for any reason. Payments required hereunder shall be in United States currency or its equivalent.

4 TAX. In addition to rent specified herein, and other sums of money provided in and by this Lease to be paid by TENANT, TENANT shall pay in advance the full amount of all property, sales, use, excise and rental taxes levied, assessed by or payable to any governmental agency, body or taxing authority for or on account of this Lease.

TENANT shall also be responsible for and pay any ad valorem and non ad valorem taxes which are assessed upon the property leased by TENANT, assessed by the taxing authority during TENANT's usage and lease of the property.

TENANT shall pay prior to delinquency all taxes assessed and levied upon the trade fixtures, furnishings, equipment, inventory and all other personal property of TENANT contained in the leased premises or elsewhere.

5 LATE CHARGES. In the event any base rent payment due hereunder shall not be paid within ten (10) days after the due date, TENANT shall pay LANDLORD a late charge of five (5%) percent of such late payment.

6. HOURS OF OPERATION. At all times during this Lease, TENANT shall be required to operate a fish camp with related facilities and amenities including bait and tackle shop, dockage, basic boat supplies, snacks, food & beverages, including patio,

casual dining, with minimum hours of operation to vary by season, holidays and related factors seven days per week. TENANT agrees to operate no less than 8 hours per day, weather permitting. TENANT further agrees that it will offer breakfast and casual lunch and dinner during selected months. TENANT shall have the right to determine its business hours within the above perimeters and as provided herein.

TENANT further acknowledges the need for the continuous and regular operation, including the duty to exercise best management practices, and the operation of said business as provided for herein shall be a separate covenant under this Lease.

7. INSURANCE. TENANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein.

As evidence of compliance with the insurance required herein, TENANT shall furnish CITY with:

- (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of CITY and CITY's members, officials, officers and employees as additional insureds in the Commercial General Liability coverage; or
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to CITY.

All policies should be endorsed to provide thirty (30) days written notice of cancellation to CITY for all coverages. Until such insurance is no longer required by this Contract, TENANT shall provide CITY with renewal or replacement evidence of insurance prior to the expiration or termination of such insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by CITY, TENANT shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified, complete copy of the policies of insurance providing the coverage required.

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$ 500,000 Each Accident

\$ 500,000 Disease - Policy Limit

\$ 500,000 Disease - Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the City of Ft. Pierce and its officials, officers and employees scheduled thereon.

Marina Operators Insurance

Such insurance shall include coverage for marina operators' legal liability, protection and indemnity, and commercial general liability. The commercial general liability coverage shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 500,000 Marina Operators Legal Liability

\$ 500,000 Protection and Indemnity

\$ 500,000 General Aggregate

\$ 500,000 Products/Completed Operations Aggregate

\$ 500,000 Personal and Advertising Injury

\$ 500,000 Each Occurrence

Liquor Liability Coverage

Such insurance shall cover liability of TENANT arising out of the sale of alcoholic beverages on the Demised Premises and in the course of their business. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 500,000 General Aggregate

\$ 500,000 Each Occurrence

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 500,000 Each Occurrence - Bodily Injury and Property
Damage Combined

Pollution Legal Liability Insurance

If TENANT engages in fueling operations, TENANT shall procure and maintain insurance applicable to TENANT's liability resulting from pollution or other environmental impairment arising out of, or in connection with such fueling operations including the use of any storage tanks. Such coverage shall include coverage for clean-up of pollution conditions and 3rd party bodily injury and property damage claims arising from pollution conditions.

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 500,000 per claim

\$ 500,000 aggregate

The CITY and the CITY's officials, officers, agents and employees shall be included as an "Additional Insureds" on the policy.

The Maximum permissible deductible or self-insured retention on the pollution

liability policy shall be \$25,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of TENANT and TENANT shall pay on behalf of the CITY or CITY's officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

Property Insurance

The CITY shall have no responsibility to maintain property insurance on any of TENANT's property. It shall be the sole responsibility of TENANT to maintain property insurance coverage on the building and improvements on the Demised Premises and all contents of such buildings. If TENANT elects to maintain such coverage on TENANT's buildings and contents, such coverage shall be paid for by TENANT. LANDLORD consents to TENANT obtaining such coverage.

In the event TENANT obtains property insurance coverage on the building and improvements, LANDLORD shall be named as an additional insured; provided, however, that should the Demised Premises be damaged by fire or other insured casualty, and the improvements on the Demised Premises are capable of being repaired or rebuilt, all insurance proceeds shall be utilized for the costs to repair and rebuild. In the event the buildings and improvements cannot be repaired or rebuilt, or in the event the costs thereof exceed the available insurance proceeds, all insurance proceeds from losses of any structures shall be paid as follows: (a) to TENANT if during the first four (4) years of this Lease; (b) to LANDLORD during the last year of the initial term;; (c) to TENANT during the first five (5) years of the subsequent or renewal term; (d) seventy five percent (75%) to TENANT and twenty five percent (25%) to LANDLORD during years six (6) through eight (8) of the subsequent or renewal term; and (e) one-half (1/2) to TENANT and one-half (1/2) to LANDLORD during years nine (9) and ten (10) of the subsequent or renewal term.

General Conditions

The insurance provided by TENANT shall apply on a primary basis to, and shall not require any contribution from, any insurance, or self-insurance, maintained by the CITY, or its officials, officers and employees.

Except as provided herein or where prior written approval has been obtained from

CITY hereunder, no deductible or self-insured retention for any required insurance provided by TENANT pursuant to this Agreement will be allowed. To the extent there is any deductible or self-insured retention applicable to any required insurance, TENANT shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of CITY, or its officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of TENANT. Any remedy provided to the CITY by the insurance provided by the TENANT shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of TENANT) available to the CITY under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by TENANT shall relieve TENANT from responsibility to provide insurance as required by this Agreement.

8. USE OF PREMISES. TENANT will use and occupy the premises solely as a dockage facility with attendant amenities, including bait and tackle shop, snack bar, casual restaurant in a rustic old Florida style.

- a) TENANT may seek to obtain subject to applicable regulations, licensure for retail sales of beer and wine for on-premises and off-premises consumption. TENANT represents it currently has beer and wine license including off-premises consumption. LANDLORD acknowledges TENANT may seek to obtain a license to serve a full-line of alcoholic beverages for on-premises consumption. TENANT shall provide copies of all liquor license records to LANDLORD upon request.
- b) TENANT specifically agrees not to conduct its business in a manner that disturbs the quiet enjoyment of any nearby residents and agrees to conduct its business in compliance with all applicable laws.
- c) TENANT further agrees to:
 - 1) keep the premises in a clean and sanitary condition; to comply with all laws, ordinances, rules, regulations, environmental permits, and all other

obligations imposed by applicable provisions of building, housing, health, and environmental codes by any State or Federal law, regulation, or agency; and

- 2) to make no alterations or additions to the Demised Premises except as set forth herein, without the prior written consent of LANDLORD, and
 - 3) to forbid overnight stays, including live-aboard persons on any docked or moored vessel; and
 - 4) to commit no waste of the premises; to remove all garbage and other debris which results from the operation of TENANT's business in a clean and sanitary manner and to remove the garbage and debris in conformity with all laws and regulations; to keep all plumbing fixtures used by TENANT clean and sanitary and in repair, to use and operate in a reasonable manner all electrical, plumbing and other facilities; not to destroy, deface, damage, impair or remove any part of the Demised Premises or property therein belonging to LANDLORD; and
 - 5) to direct persons on the premises with TENANT's consent to conduct themselves in a manner that does not constitute a breach of the peace; and
 - 6) to surrender the Demised Premises at the termination of this Lease in as good state and condition reasonable use and wear permitted.
- d) TENANT shall have the right, subject to approval of LANDLORD to adopt reasonable rules and regulations applicable patrons, customers and members of the public in utilization of the Demised Premises which may include one or more of the following or similar rules:

(1) Limitation of patrons, customers and members of the public, bringing food and beverages from off site for consumption on Demised Premises, that have not been purchased or acquired from TENANT, including unlicensed alcoholic beverages provided that no limitation shall prevent patrons, customers, or members of the public from consuming such food or beverages on their private vessels or watercraft or the immediate vicinity thereof.

(2) Reserving the right to refuse access to the Demised Premises to any person whose actions, threats, possession of any weapons or obvious impairment poses a threat to persons or property.

(3) Usage of Dockage Agreement approved by Landlord.

(4) Service of any food or beverages including alcoholic beverages consistent with State of Florida requirements for protection of TENANT's liquor license.

(5) Hours of operation, as approved by LANDLORD, including usage of dockage, docks and piers.

9. MAINTENANCE AND REPAIR. TENANT shall at all times maintain its facility(s), and all appurtenances thereof in a condition and appearance in keeping with the intent of the parties, in compliance with all local, state and federal statutes, codes, ordinances and rules. TENANT shall keep and maintain in good order, condition and repair (which repair shall mean replacement, if necessary) docks, piers, walkways, exterior and interior walls, roof, exterior and interior portions of all doors, windows, glass, plumbing and sewage facilities, fixtures, interior electrical equipment serving the Demised Premises, floors and ceilings, and all other parts of the Demised Premises. LANDLORD shall not be responsible to maintain or to make any improvements or repairs of any kind in or upon the Demised Premises.

It is anticipated that TENANT will need to install certain improvements and equipment at the Demised Premises which may include a second story, tiki, decking, kitchen equipment, electrical and plumbing fixtures which will become a part of the Demised Premises. See Schedule "A" attached.

If any repairs required to be made by TENANT hereunder are not commenced and proceeded with due diligence within ten (10) days after written notice delivered to TENANT by LANDLORD (or within such shorter period as LANDLORD should require in the event of an emergency, with or without notice), LANDLORD may, at its option, make such repairs without liability to TENANT for any loss of damage which may result to its stock or business by reason of such

repairs, and TENANT shall pay to LANDLORD immediately upon demand as additional rent hereunder, the costs of such repairs plus ten (10%) of the amount thereof (for LANDLORD' s service and overhead costs). At all times during the term of this Lease, TENANT shall maintain the Demised Premises and operate its facility(s) and business in a tasteful manner in accordance with the intent of the parties so as to enhance the image and appearance of the facility.

10. ALTERATIONS. Except as provided herein, TENANT shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of LANDLORD, except for the installation of unattached, movable trade fixtures which may be installed without defacing the Demised Premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the Demised Premises shall become the property of LANDLORD upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease unless LANDLORD requests their removal, in which event TENANT shall remove the same and restore the Demised Premises to the original condition at TENANT's expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of LANDLORD without credit or compensation to TENANT. LANDLORD shall at all times retain sole control of the exterior appearance of the building and the Demised Premises, including but not limited to approval over exterior colors and color scheme for the building and all of its fixtures and appurtenances, to further include all signage.

TENANT undertakes and covenants to perform certain alterations, upgrades, improvements and additions to the Demised Premises during the term hereof which are set forth and outlined on Schedule-"A" attached hereto. TENANT shall commence the improvements listed on Schedule "A" in no particular sequence within 90 days of the date hereof and shall complete all improvements listed on Schedule "A" within the initial term hereof.

11. UTILITIES. TENANT shall contract, in its own name and shall pay the

charge before delinquency, for all utility services rendered or furnished to the Demised Premises, including water, gas, electricity, telephone, garbage and the like, together with all taxes or other charges levied on such utilities.

12. TITLE TO IMPROVEMENTS. Title to any building, structure or other improvements (other than movable trade fixtures) that shall be constructed, installed or placed upon the Demised Premises shall vest in LANDLORD upon the termination of this Lease or any renewal or extension hereof, and TENANT acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus or equipment related to the improvements, including all replacements, accessories and modifications thereof from the Demised Premises.

13. DAMAGE AND OBLIGATION TO RESTORE. TENANT shall give immediate written notice to LANDLORD of any damage caused to the Demised Premises by fire or other casualty. If the Demised Premises should be: (1) damaged by any casualty and; (2) be damaged to an extent in excess of fifty percent (50%) of the cost of replacement thereof, LANDLORD and TENANT may elect either to terminate the lease or to proceed to rebuild and repair the Demised Premises. Should LANDLORD elect to terminate the lease, it shall give written notice of such election to TENANT within ninety (90) days after the occurrence of such casualty.

In such event, TENANT shall have ninety (90) days to present a plan to rebuild the Demised Premises and provide evidence of sufficient funding, including insurance proceeds.

14. LIABILITY AND INDEMNIFICATION. LANDLORD shall not be liable for any damage or injury to any person or property whether it be to the person or property of TENANT, TENANT's employees, agents, guests, invitees, or otherwise, by reason of TENANT's use and occupancy of the leased premises, or due to the negligent, reckless, or intentionally wrongful acts of Tenant or because of fire, flood, wind storm, acts of God, or for any other reason, including the negligent, reckless, or intentionally wrongful acts of third persons on the premises, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligent acts or omissions. TENANT hereby agrees to defend indemnify and save harmless LANDLORD, its officers, employees,

representatives and agents from and against any and all loss, damage, claim, demand, liability, cost or expense by reason of damage to person or property which may arise or be claimed to have arisen as a result of the occupancy or use of the Demised Premises by the TENANT, or in any way arising on account of any injury or damage caused to any person or property on or in the Demised Premises as a result of TENANT's occupancy including, but not limited to, LANDLORD's attorney's fees and costs, both at trial and appellate levels; provided TENANT shall have the right to designate and employ all counsel, including joint counsel for both LANDLORD and TENANT thereby accepting any tender of defense. This provision shall be deemed satisfied if any insurance provides a defense and is an additional named insured. If there is no insurance coverage TENANT shall provide a defense at its costs, with counsel that is reasonably acceptable to LANDLORD.

15. EMINENT DOMAIN. If the Demised Premises or any part thereof should be permanently taken, condemned or transferred by agreement in lieu of condemnation for any public or quasi-public use or purpose by any competent authority, whether or not the Lease shall be terminated, the entire compensation award therefore, both leasehold and reversion shall be the property of LANDLORD without any deduction therefrom for any present or future estate of TENANT, and TENANT hereby assigns to LANDLORD all its right, title and interest to any such award. TENANT shall execute all documents required to evidence such result. TENANT shall, however, be entitled to claim, prove and receive in such condemnation proceedings, such award as may be allowed for fixtures and other equipment installed by it, but only if or to the extent such award shall be in addition to the award for the land and the building and other improvements (or portions thereof) containing the Demised Premises.

If the entire Demised Premises should be taken, condemned, or transferred as aforesaid, the Lease shall terminate as of the time possession thereof is required for public sale. If a portion of the Demised Premises should be taken, condemned or transferred as aforesaid, LANDLORD may elect to terminate the Lease, or at its own expense, to repair and restore the portion not affected by the said taking, in which latter event the minimum rent shall be reduced in proportion to the area taken, effective at the time possession is required for public use.

16. ASSIGNMENT AND SUBLETTING. The identity and financial standing of TENANT is a material consideration of LANDLORD in entering into

the Lease. TENANT shall not voluntarily, involuntarily, or by operation of law, assign, sell, mortgage, pledge, or in any manner transfer the lease or any estate or interest therein or sublet the Demised Premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the Demised Premises without the prior written consent of LANDLORD, which consent LANDLORD may not unreasonably withhold. For purposes of this provision, the sale, transfer, or assignment by any shareholder of TENANT of its shares, or the sale of shares by TENANT to any individual, firm, or entity which results in the transfer of more than forty (40%) percent of the stock of such corporation, or causes the existing shareholders to be less than a majority of the control of the corporation, shall also be considered a transfer of this Lease which shall require LANDLORD's prior written consent. Although TENANT may have the right to mortgage its interest in this Lease, all rights acquired under the leasehold mortgage shall be subject to all of the terms of this Lease. There shall be no subordination of this Lease and the LANDLORD shall otherwise be protected in any financing arrangement. TENANT agrees that any leasehold mortgage it may execute in obtaining financing for the construction and development of the proposed facilities shall contain language incorporating the foregoing provision. Consent by LANDLORD to one or more assignments or subletting shall not operate as a waiver of LANDLORD's rights as to any subsequent assignments and subletting. Notwithstanding any assignment or subletting, TENANT and any guarantor of TENANT's obligations under the Lease shall at all times remain fully responsible and liable for compliance with all of the obligations of TENANT, including the payment of rent.

In the event of the transfer and assignment by LANDLORD of its interest in the Lease and in the building(s) and structures comprising the Demised Premises, LANDLORD shall thereby be released from any further obligations and TENANT agrees to look solely to such successor in interest for performance of such obligations. Such transfer and assignment, however, shall not affect the validity of this Lease, and TENANT shall continue in possession of the premises subject to all terms and conditions provided in the Lease.

17. DEFAULT AND REMEDIES. The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by TENANT:

- a. The vacating or abandonment of the Demised Premises by

TENANT, with intent to so abandon and not the result of a casualty.

b. The failure by TENANT to make payment of rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from LANDLORD to TENANT.

c. The failure by TENANT to observe or perform any of the covenants, conditions or provisions to be observed or performed by TENANT, other than described in Paragraphs a and b above, where such failure shall continue for a period of ten (10) days after written notice thereof from LANDLORD to TENANT; provided, however, that if the nature of TENANT's default is such that more than ten (10) days are reasonably required for its cure, TENANT shall not be deemed in default if TENANT commences such cure within said ten (10) day period and thereafter diligently pursues such cure to completion.

d. If TENANT or any guarantor should commence, in any court pursuant to any statute either of the United States or of any state, an insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of debts of an individual with regular income), or if such a proceeding is commenced against TENANT or any said guarantor and either an order of relief is entered against such party or such party fails to secure a discharge of the proceeding within thirty (30) days of the filing thereof, or if TENANT or any said guarantor becomes insolvent or is unable or admits in writing its inability to pay its debts as they become due, or makes an assignment of both benefit of creditors or petitions for or enters into an arrangement with its creditors or a custodian is appointed or takes possession of TENANT's or any said guarantor's property whether or not a judicial proceeding is instituted in connection with such arrangement or in connection with the appointment of such custodian.

e. The discovery by LANDLORD that any financial statement given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of TENANT, any successor in interest of TENANT, or any guarantor of TENANT's obligations, and any of them, is materially false.

18. **REMEDIES UPON DEFAULT.** In the event of any default or

breach by TENANT, LANDLORD may at any time thereafter, without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof, subject to LANDLORD's obligation to mitigate damages.

(b) Terminate TENANT's right to possession of the Demised Premises by any lawful means and retake possession thereof for the account of LANDLORD, in which event TENANT shall immediately surrender possession of the Demised Premises to LANDLORD and all further liability under the Lease on the part of the TENANT and LANDLORD shall terminate.

(c) Pursue any other remedy now or hereafter available to LANDLORD under the laws and judicial decisions of the State of Florida. In the event of a proceeding involving TENANT under the Bankruptcy Code, 11 U.S.C. §101 et seq., if the Lease is assumed by TENANT's trustee in bankruptcy (after he has cured all existing defaults, compensated LANDLORD for any loss resulting therefrom and provided adequate assurance of future performance), then the Lease may not be assigned by the trustee to a third party, unless such party (1) executes and delivers to LANDLORD an agreement in recordable form whereby such party assumes and agrees with LANDLORD to discharge all obligations of TENANT under the Lease, (2) has a net worth and operating experience at least comparable to that possessed by TENANT and any guarantor hereof as of the time of execution of the Lease, and (3) grants to LANDLORD, to secure the performance of such party's obligations under the lease, a security interest in such party's merchandise, inventory, personal property, fixtures, furnishings, and accounts receivable (and in the proceeds of all of the foregoing) with respect to its operations in the Demised Premises, and in connection thereof, such party shall execute such security agreements, financing statements and other documents (the forms of which are to be prepared by

LANDLORD) as are necessary to perfect such lien.

If the LANDLORD should exercise any of its remedies hereunder, TENANT shall be liable for and shall pay to LANDLORD the costs of removing and storing TENANT's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting Demised Premises into condition acceptable to a new tenant or tenants; real estate commissions actually paid; that portion of the leasing commission paid by LANDLORD applicable to the unexpired term of the Lease, if applicable, and all reasonable expenses incurred by LANDLORD, including attorney's fees.

If the Lease should be terminated, or the Lease term should expire, LANDLORD shall have the immediate right thereafter to re-enter the Demised Premises and to remove all persons and property therefrom. Such property may be stored in a public warehouse or elsewhere at the cost of and for the account of TENANT. In such event, LANDLORD shall not be deemed guilty of trespass or become liable for any loss or damage which may be occasioned thereby.

The rights and remedies granted herein to LANDLORD are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude LANDLORD's right to exercise any or all of the others. All charges payable by TENANT under the terms of the Lease shall be deemed rent for the purpose of LANDLORD exercising its remedies.

No waiver of any covenant or condition or of the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by LANDLORD at any time when TENANT is in default under any covenant or condition hereof be construed as a waiver of such default or of LANDLORD's right to terminate the Lease on account of such default, nor shall any waiver or indulgence granted by LANDLORD to TENANT be taken as an estoppel against LANDLORD, it being expressly understood that if any time TENANT should be in default in any of its covenants or conditions hereunder, an acceptance by LANDLORD of rent during the continuance of such default or the failure on the part of LANDLORD promptly to avail itself

such other rights or remedies as LANDLORD may have shall not be construed as a waiver of such default, but LANDLORD may at any time thereafter, if such default continues, terminate the Lease on account of such default.

LANDLORD shall not be in default unless LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but in no event later than fifteen (15) days after written notice by TENANT to LANDLORD, specifying wherein LANDLORD has failed to perform such obligations provided, however, that if the nature of LANDLORD's obligation is such that more than fifteen (15) days are required for performance, LANDLORD shall not be in default if LANDLORD commences performance within such fifteen (15) day period and thereafter diligently prosecutes the same to completion.

TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by the Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD's designee within ten (10) days after such amount shall be due, TENANT shall pay to LANDLORD a late charge equal to five (5%) percent of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of costs LANDLORD will incur by reason of the late payment of TENANT.

19. **LANDLORD SECURITY.** To secure the payment of all rent and other sums of money due and to become due and the faithful performance of the Lease by TENANT, TENANT hereby grants to LANDLORD an express first and prior lien and security interest on all property (including fixtures, equipment, chattels and merchandise) which may be placed in the Demised Premises, and also upon all proceeds of any insurance which may accrue to the TENANT by reason of destruction of or damage to any such property. Such property shall not

be removed therefrom without written consent of LANDLORD until all arrearages in rent and other sums of money then due to LANDLORD hereunder shall first have been paid. This lien and security interest is given in addition to the LANDLORD's statutory lien and shall be cumulative thereto. Consequently with the execution of the Lease (or later if requested by LANDLORD at its discretion), TENANT shall execute and deliver to LANDLORD Uniform Commercial Code Financing Statements in sufficient form so that when properly filed, the security interest hereby given shall be perfected. The lien and security interest created hereby shall be terminated when all of the rent and other sums of money becoming due during the Lease term shall have been paid in full.

20. SUBORDINATION AND ATTORNMENT. The Lease, at LANDLORD's option, shall be subordinate to any ground lease, mortgage or any other hypothecation for security now or hereafter placed upon the real property of which the Demised Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any mortgagee or ground lessor should elect to have the Lease prior to the lien of its mortgagee or ground lease, and should give written notice thereof to TENANT, the Lease shall be deemed prior to such mortgage or ground lease, whether the lease is dated prior or subsequent to the date of said mortgage or ground lease.

TENANT agrees to execute any documents required to effectuate such subordination or to make the Lease prior to the lien of any mortgage or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint LANDLORD as TENANT's attorney in fact and in TENANT's name, place and stead, to do so.

Upon request of LANDLORD, TENANT shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by LANDLORD covering the Demised Premises, attorn to the purchaser upon any such foreclosure of sale and recognize such purchaser as LANDLORD under the Lease.

21. TENANT ESTOPPEL CERTIFICATE. TENANT shall at any time upon not less than ten (10) days prior written notice from LANDLORD execute, acknowledge and deliver to LANDLORD a statement in writing: (1) certifying that the Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Lease, as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (2) acknowledging that there are not, to TENANT's knowledge, any uncured defaults on the part of LANDLORD, or specifying such defaults if any are claimed; and (3) otherwise be in a form reasonably acceptable to LANDLORD. Any such statements may be conclusively relied upon by any prospective purchaser or existing or prospective encumbrancer of the Demised Premises.

If LANDLORD desires to finance, refinance, or sell the Demised Premises, or any part thereof, TENANT hereby agrees to deliver to any lender or purchaser designed by LANDLORD such financial statements of TENANT as may be reasonably required by such lender or purchaser. All such financial statements shall be received by LANDLORD and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

22. NOTICES. All notices required to be served upon LANDLORD shall be served by registered or certified mail, return receipt requested, to: CITY OF FORT PIERCE, Attention: City Manager, P.O. Box 1480, Fort Pierce, Florida 34954, with a copy to the Office of the City Attorney, P.O. Box 1480, Fort Pierce, Florida 34954, or such other place as LANDLORD may designate in writing. All notices required to be served upon TENANT shall be served by hand delivery or registered or certified mail, return receipt requested to: LITTLE JIM'S BAIT & TACKLE, INC., Richard A. King, 6502 Santa Clara Boulevard, Fort Pierce, Florida 34951, with a copy to ROBERT J. GORMAN, ESQ., 1209 Delaware Avenue, Ft. Pierce, FL 34950, or such other place as TENANT may designate in writing. All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited in the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

23. ACCESS TO PROPERTY. During the term of this Lease, and any

renewal or extension thereof, TENANT shall permit LANDLORD and the agents and representatives of LANDLORD access to the leased property and licensed area at all reasonable times deemed necessary for the purpose of this Lease, including inspection of all work being performed in connection with the construction of improvements thereon, the management and operation of the facilities and to assure compliance with all ordinances, statutes and rules and regulations of federal, state and local agencies having jurisdiction.

24. **GENERAL PROVISIONS.** The following general provisions shall be an integral part of this Lease:

a. TENANT shall not record the Lease without LANDLORD's prior written consent, and any such recordation shall, at the option of LANDLORD, constitute a non-curable default of TENANT.

b. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

c. The invalidity of any provision of the Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions hereof.

d. Time is of the essence.

e. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

f. Whenever a period of time is prescribed for action to be taken by LANDLORD, LANDLORD shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of LANDLORD.

g. Upon TENANT paying the rent reserved hereunder and observing and performing all the covenants, conditions and provisions on TENANT's part to be observed and performed hereunder, TENANT shall have quiet possession of the Demised Premises, for the entire Lease term, subject to all the provisions of the Lease.

h. Each provision performable by TENANT shall be deemed both a covenant and a condition. The Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. The Lease may be modified in writing only, signed by the parties in interest at the time of modification.

i. Subject to the provisions hereof restricting assignment or subletting by TENANT and regarding LANDLORD's liability, this Lease shall bind the parties, their personal representatives, successors and assigns. The Lease shall be governed by the laws of the State of Florida.

j. The terms "LANDLORD" and "TENANT", as used herein, denote both singular and plural and all genders. Where "TENANT" consists of more than one person, whether natural or artificial, all the persons constituting "TENANT" shall be jointly and severally liable for all obligations to be performed by TENANT herein.

k. The Effective Date of the Lease shall be March 1, 2010.

l. All terms, covenants, and conditions herein contained, to be performed by TENANT, shall be performed at its sole cost and expense, and if LANDLORD shall pay any sum of money or do any act which requires the payment of money, by reason of the failure neglect or refusal of TENANT to perform such term, covenant, or condition, the sum of money so paid by LANDLORD shall be deemed additional rent and shall be payable to TENANT with the next succeeding installment of rent together with such interest as may have accrued thereon.

m. Any amount due to LANDLORD not paid when due shall bear interest at the maximum rate allowable by law accruing from the due date.

n. Notwithstanding anything to the contrary provided in the Lease, it is specifically understood and agreed by LANDLORD and TENANT that there shall be absolutely no personal liability on the part of LANDLORD, or its

shall be absolutely no personal liability on the part of LANDLORD, or its successors, or any partners or corporate shareholders of LANDLORD, or its successors, with respect to any of the terms, conditions and covenants of the Lease, and that TENANT shall look solely to the interest of LANDLORD in the premises for the satisfaction of each and every remedy of TENANT in the event of any breach by LANDLORD of any terms, conditions and covenants of the Lease to be observed or performed by LANDLORD.

25. **JOINT VENTURE.** It is specifically understood and agreed that nothing in this Lease shall be construed as creating a joint venture, partnership or other relationship between the parties to the agreement other than LANDLORD and TENANT.

26. **ATTORNEY'S FEES AND COSTS.** The prevailing party shall be entitled to an award of all costs, charges, and expenses, including the fees of counsel, agents and others retained by such party and incurred in enforcing either party's obligations hereunder or in any litigation or appellate proceedings.

27. **PAYMENT.** No payment by TENANT or receipt of payment by LANDLORD of an amount less than the full amount then due LANDLORD under this Lease shall be construed as anything other than a partial payment of the sum then due and owing. No endorsement or statement on any check or letter or any form of payment or accompanying documents shall be deemed to be an accord and satisfaction or other form of settlement, and LANDLORD may accept any such payment without prejudice to its rights to recover the balance of any sums due and owing under this Lease or to pursue any other remedy permitted under this Lease or Florida law.

28. **RADON GAS.** Pursuant to Fla. Stat. §404.046(8), Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the St. Lucie County Public Health Unit.

29. **INSPECTION.** LANDLORD or its agents shall have the right to enter the

any other purpose not inconsistent with the terms and provisions of this Lease.

30. **PARTIAL INVALIDITY.** In the event any term, provision, or condition of this Lease shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair this Lease as a whole or any other provision of this Lease.

31. **TIME.** Time is of the essence of this Lease and every term and provision of this Lease.


32. **LEASE NOT RECORDABLE.** Neither this Lease nor any notice of memorandum thereof, except such instrument as maybe required by LANDLORD from TENANT shall be recorded in any public records.

33. **ENTIRE AGREEMENT.** This Lease contains the entire and sole agreement between the parties hereto relative to the rental of the leased premises and it may be modified only by an agreement in writing executed by LANDLORD and TENANT with the same formalities as this LEASE. No surrender of the leased premises or of the remainder of the term of this Lease shall be valid unless accepted by LANDLORD in writing. This agreement shall be interpreted and enforced under the laws of the State of Florida. It is agreed and understood that this agreement has been negotiated and drafted jointly and is not to be construed against any party.

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease as of the day and year first above written.

WITNESS AS TO LANDLORD

ATTEST:



Cassandra Steeie, City Clerk

LANDLORD

CITY OF FORT PIERCE

By:

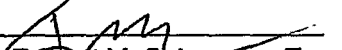


Robert J. Benton, III, Mayor

Date: May 25 2010

APPROVE AS TO FORM
AND CORRECTNESS

By:


Robert V. Schwerer, Esq.
City Attorney

City Attorney

WITNESSES AS TO TENANT

[Signature]

Timothy M. McGuire
Print name

Kimberly Thompson
Kimberly Thompson
Print name

WITNESSES AS TO GUARANTOR:

[Signature]

Timothy M. McGuire
Print name

Kimberly Thompson
Kimberly Thompson
Print name

TENANT:

LITTLE JIM BAIT & TACKLE, INC.

By: [Signature]
Richard A. King, President

Date: 5-3-10

GUARANTOR:

RICHARD A. KING and RITA KING
[Signature]
Richard A. King

Rita A. King
Rita A. King

GUARANTEE

THE UNDERSIGNED, as Guarantor, guarantees all of the obligations of the TENANT under that certain Lease dated the _____ day of March, 2010, between **CITY OF FORT PIERCE, FLORIDA**, a Florida municipal corporation, as LANDLORD, and, **LITTLE JIM BAIT AND TACKLE, INC.**, a Florida Corporation, as TENANT, for the Demised Premises identified therein and located at 601 North Causeway Drive, Fort Pierce, FL 34949, adjacent to the City Marina of the City of Fort Pierce, Florida.

The undersigned, jointly and severally, further confirm and acknowledge the following:

1. The liability of the undersigned is absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Lease; (ii) the existence of any property given as security for, or other guarantee of the Lease; or (iii) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the TENANT in respect of the Lease or the undersigned in respect of this Guarantee.

2. The undersigned has a monetary interest (direct or indirect) in TENANT, and/or in the conduct of the business to the Demised Premises.

3. The undersigned has executed this Guarantee to induce LANDLORD to lease the Demised Premises to TENANT.

4. With regard to obligations of TENANT to pay money, this Guarantee imposes on the undersigned a guarantee of payment and not of collection.

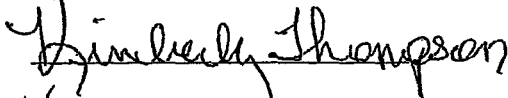
5. LANDLORD has the right to take action against one or more of the undersigned guarantors, if more than one, without affecting the obligations of any other of the undersigned guarantors not being proceeded against.

WITNESS our hands and seals this _____ day of March, 2010.

WITNESSES:



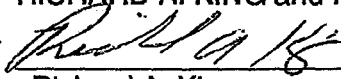
Timothy M. McVey
Print name



Kimberly Thompson
Print name

GUARANTOR:

RICHARD A. KING and RITA KING



Richard A. King

5-3-10
Rita King

Date: Rita King

EXHIBIT "A-1"

The Demised Premises is legally described as:

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, THS 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 MIL, 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

as generally depicted on the aerial, Exhibit "A-2"

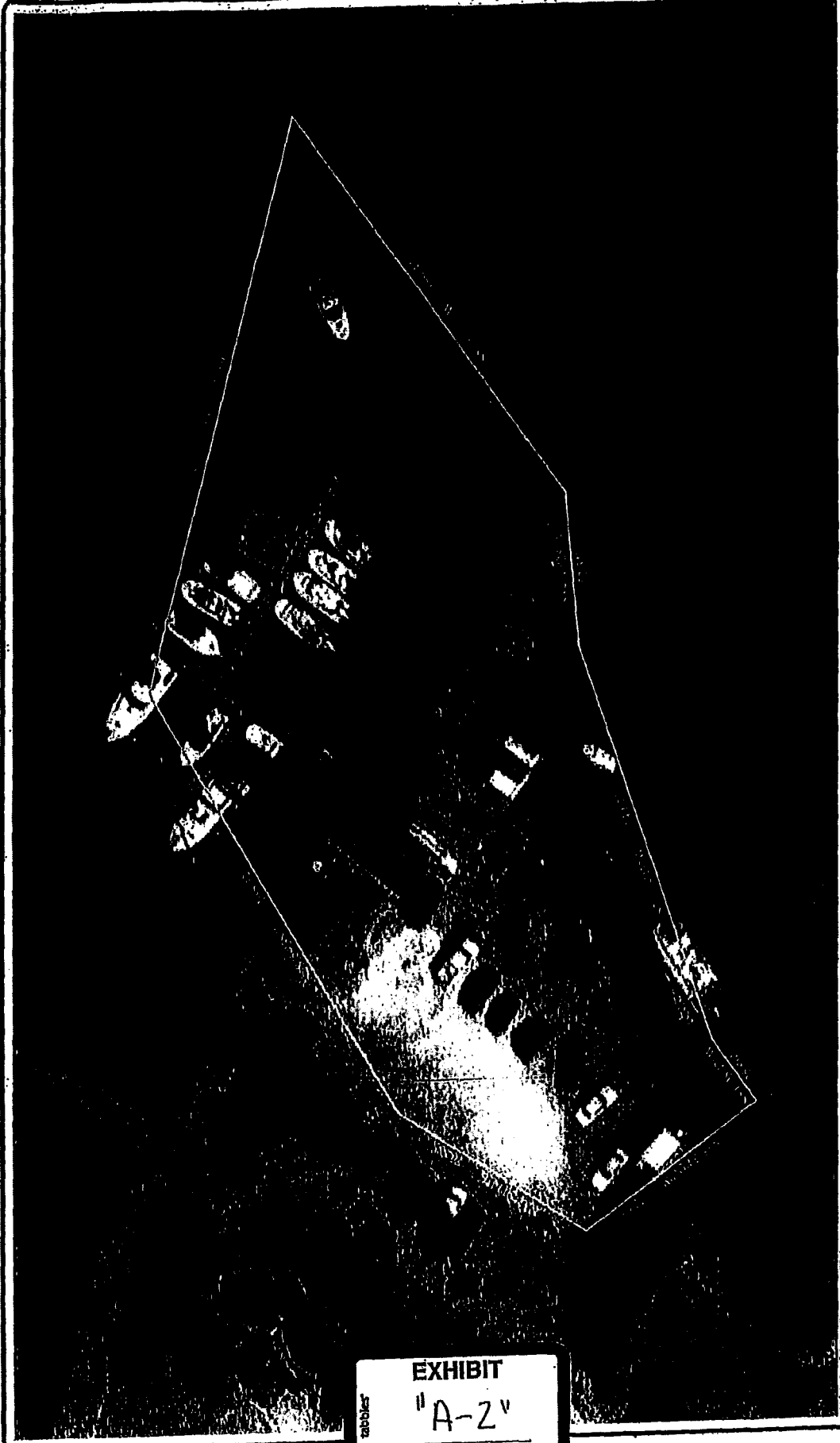
SCHEDULE "A"

TENANT agrees to remove existing concrete boat ramp, which is in disrepair, and improve access area to same with additional parking subject to the City's Land Development Regulations.

TENANT agrees to remove all sunken vessels from the leased portion of the demised property and construct additional pitched-roof decking with outdoor seating to the southwest subject to the City's Land Development Regulations.

TENANT agrees to install new fuel pumping and storage facilities with at least gasoline stations subject to all Federal, State and Local codes and regulations.

TENANT agrees to construct at least five (5) additional boat slips on the leased portion of the demised property subject to all Federal, State and Local codes and regulations.



tabbler
EXHIBIT
"A-2"

MAHOLD/LITTLE JIM BATT.dwg

SHEET
1
OF
17

NO.	DATE BY	REVISIONS



DATE	4-4-98
SCALE	1" = 20'
NAME	

A PARCEL OF LAND TO BE LEASED
TO LITTLE JIM BATT & TACKLE SHOP

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING



MAR 24 2015

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY
CITY OF FORT PIERCE
CITY MANAGER'S OFFICE

MEMORANDUM

TO: Nicholas Mimms, Deputy City Manager

FROM: Robert V. Schwerer, City Attorney

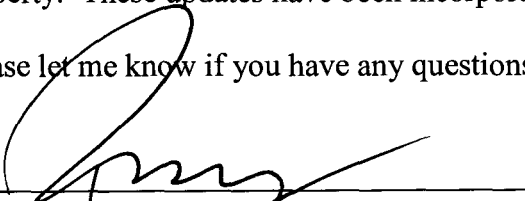
SUBJECT: Little Jim Bait and Tackle – Lease Extension

DATE: March 24, 2015

Attached please find the Lease Extension for the Little Jim Bait and Tackle lease, approved as to form and correctness. You may have this scheduled as a consent agenda item on the next City Commission agenda.

Please note that the Lease provided for a conditional ten (10) year lease extension. In an effort to update all of the City's leases of its properties, our insurance consultant is recommending some minor changes to the insurance provisions of our leases of City property. These updates have been incorporated in the attached.

Please let me know if you have any questions.



Robert V. Schwerer, Esq.
City Attorney

/mlp

Attachment

cc: Robert J. Bradshaw, City Manager (*via email*)
Linda Cox, City Clerk (*via email*)

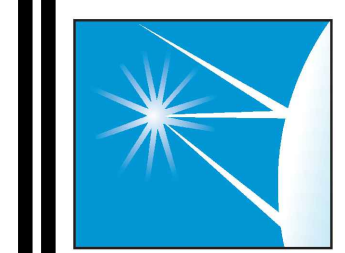
POINT OF COMMENCEMENT
SECTION CORNER
KIRBY SURVEY CALLS CORNER
THEORETICAL, SEE NOTE 17

SECTION CORNER AS SHOWN
ON FDOT RIGHT OF WAY MAP
2"x2" SHELL ROCK
MONUMENT, NO ID
CCR# 107794
N = 1145606.969
E = 882583.951

SURVEYOR'S NOTES

1. THE EXPECTED USE OF THIS SURVEY IS FOR ENGINEERING DESIGN PURPOSES.
2. ALL MEASUREMENTS SHOWN HEREON ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD AND ARE IN FEET.
3. ADDITIONS OR DELETIONS TO THE SURVEY MAP AND/OR REPORT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES AND RENDERS THE SURVEY INVALID.
4. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF THE SURVEYOR HEREON.
5. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. THIS SURVEY MEETS OR EXCEEDS APPLICABLE ACCURACY REQUIREMENTS AND IS PREPARED ACCORDING TO THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA ADMINISTRATIVE CHAPTER 5J-17 AS CODE, ADOPTED BY THE BOARD OF PROFESSIONAL SURVEYOR AND MAPPERS.
7. THERE WAS NO ATTEMPT TO LOCATE ANY UNDERGROUND UTILITIES, EXCEPT AS SHOWN.
8. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
9. THIS SURVEY HAS THE BENEFIT OF A PROPERTY INFORMATION REPORT BY TREASURE COAST TITLE & ESCROW WITH A DATE OF MAY 30, 2018 AT 5:00PM. THE PROPERTY INFORMATION ITEMS LISTED ON THIS SURVEY ARE FROM THE REPORT. THE APPLICABILITY OF THE TITLE EXCEPTIONS SHOWN ON THE SURVEY ONLY INDICATE THAT THE LANDS DESCRIBED IN THE TITLE EXCEPTION DOCUMENT DESCRIBE LANDS CONTAINED WITHIN THE LANDS DESCRIBED IN THE TITLE EXCEPTION DOCUMENT DESCRIBE LANDS CONTAINED WITHIN THE BOUNDARY SURVEY DESCRIPTION BUT IS NOT TO BE CONSTRUED AS VALIDATING THE LEGALITY OF THE EXCEPTION ITSELF.
10. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
11. LAST DATE OF DATA ACQUISITION: 8/9/2023
12. THIS SURVEY IS INTENDED TO BE DISPLAYED AT THE SCALE SHOWN ON THE SCALE BAR.
13. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ADJUSTMENT OF 2011, FLORIDA STATE PLANE EAST ZONE AND THE SOUTH WEST LINE OF THE PARCEL AS SHOWN HEREON AS BEING NORTH 35°52'28" WEST. ALL OTHER BEARINGS ARE RELATIVE THERETO. FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK WAS USED AS HORIZONTAL CONTROL AND GPS RTK WITH REDUNDANT MEASUREMENTS. HORIZONTAL ACCURACY IS 0.10 FOOT, PLUS OR MINUS.
14. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS ESTABLISHED BY NATIONAL GEODETIC SURVEY (NGS) CONTROL POINT "Q 633" HAVING A PUBLISHED ELEVATION OF 2.34' (NAVD88). BENCHMARK ELEVATIONS AND MANHOLE RIM ELEVATIONS ARE BASED ON DIGITAL LEVELING METHODS WITH A EXPECTED VERTICAL ACCURACY OF 0.03'. ALL OTHER ELEVATIONS DEPICTED ON THIS SURVEY WERE OBTAINED USING REAL TIME KINEMATIC (RTK) GPS METHODS WITH AN EXPECTED ACCURACY OF +/- 0.2'.
15. THE MEAN HIGH WATER ELEVATION OF -0.30 NAVD 88 WAS APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION VIA A TIDAL WATER SURVEY PROCEDURAL APPROVAL FORM DATED 7/31/2023.
16. THIS TIDAL WATER SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.
17. THE DEED CREATED BY JAMES KIRBY OF ALBRITTON, FOWLER & KIRBY, INC. A PREVIOUS SURVEY BY KIRBY DESCRIBES NORTHWEST CORNER OF SECTION 35 AS "THEORETICAL". THE POINT OF COMMENCEMENT WAS CALCULATED USING BEARING AND DISTANCE FROM THE NORTHEAST CORNER OF SECTION 35 ON KIRBY'S SURVEY OF CITY OF FORT PIERCE SUBMERGED LANDS DATED 9/6/1989.

**NORTHSTAR
GEOMATICS**



5820 NW ZENITH DR
FORT ST LUCIE, FLORIDA 34986
(772) 781-6400 WWW.NSNGEO.COM
LICENSED BUSINESS NO. 7217

REVISIONS	DATE
	8/11/2023

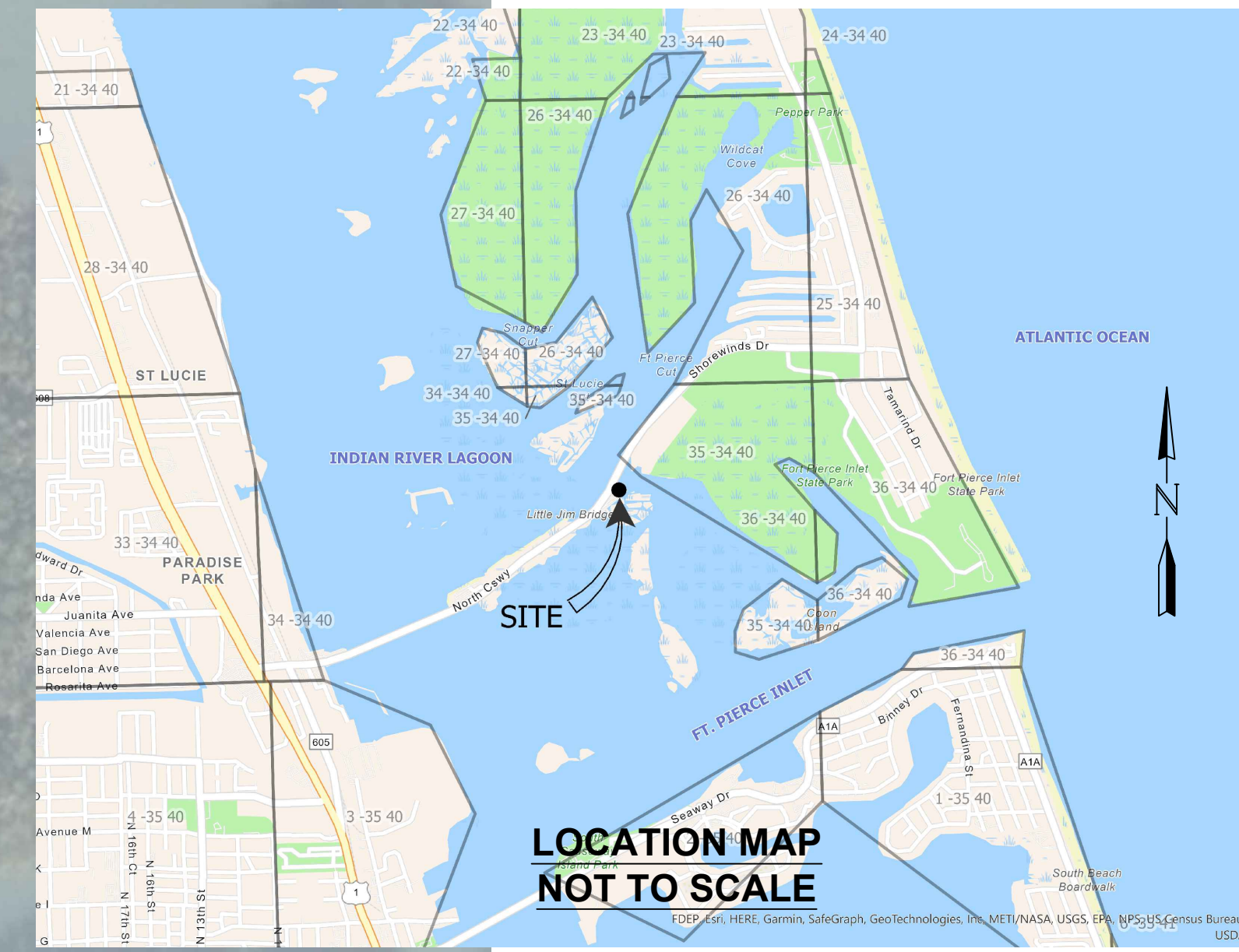
DATE: 8/11/2023
SCALE: 1 INCH = 30 FEET
FIELD BK. _____
DRAWN BY: NRV
CHECKED BY: FCV

SECTION 35, TOWNSHIP 34 SOUTH, RANGE 40 EAST
FORT PIERCE, FLORIDA

**BOUNDARY, TOPOGRAPHIC, AND MEAN HIGH WATER
SURVEY OF LITTLE JIM SITE FOR CITY OF FT. PIERCE**

SECTION 35, TOWNSHIP 34 SOUTH, RANGE 40 EAST
FORT PIERCE, FLORIDA

SHEET NO. 1
OF 1 SHEETS
PROJECT NO.
23-021



SURVEYOR'S CERTIFICATION

(THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL ON PAPER OR DIGITAL SEAL IF DIGITAL OF FRANK C. VELDHIJS, FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.)

I HEREBY CERTIFY THAT THE BOUNDARY AND TOPOGRAPHIC SURVEY OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS BOUNDARY, MEAN HIGH WATER, AND TOPOGRAPHIC SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.

NORTHSTAR GEOMATICS, INC.
DATE _____
FRANK C. VELDHIJS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION NO. 6582

LEGEND

- Abbreviations**
- (C) = CALCULATED MEASUREMENT
 - (D) = DEED MEASUREMENT
 - (M) = FIELD MEASUREMENT
 - (xxxxx) = SURVEYOR'S POINT NUMBER
 - BM = BENCHMARK
 - CB = CHORD BEARING
 - CCR = CERTIFIED CORNER RECORD
 - CD = CHORD DISTANCE
 - D = DELTA
 - DB = DEED BOOK
 - EL = ELEVATION
 - F.D.E.P. = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 - FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
 - FND = FOUND
 - ID = IDENTIFICATION
 - IP = IRON PIPE & CAP
 - IRC = IRON ROD & CAP
 - L = ARC LENGTH
 - LB = LAND SURVEYING BUSINESS
 - MES = MITTERED END SECTION
 - MHW = MEAN HIGH WATER
 - MN = MAGNETIC NAIL
 - NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988
 - ORB = OFFICIAL RECORDS BOOK
 - PB = PLAT BOOK
 - PC = POINT OF CURVATURE
 - PCC = POINT OF COMPOUND CURVATURE
 - PCN = PARCEL CONTROL NUMBER
 - PG = PAGE
 - PI = POINT OF INTERSECTION
 - PLS = PROFESSIONAL LAND SURVEYOR
 - PRC = POINT OF REVERSE CURVATURE
 - PSM = PROFESSIONAL SURVEYOR & MAPPER
 - PT = POINT OF TANGENCY
 - R = RADIUS
 - TAN = ARC TANGENT LENGTH
 - X 14.2 = EXISTING ELEVATION

Symbols

- = BACK FLOW PREVENTER
- = BENCHMARK (AS LABELED)
- ⊕ = CALCULATED SECTION CORNER
- ⊕ = FOUND SECTION CORNER
- ⊕ = FIRE HYDRANT
- ⊕ = SANITARY MAN HOLE
- ⊕ = SET CORNER AS DESCRIBED
- ⊕ = SIGN
- ⊕ = SPRINKLER CONTROL BOX
- ⊕ = WATER METER
- ⊕ = WATER VALVE
- ⊕ = WOOD UTILITY POLE

Linetypes

- = AERIAL UTILITY LINE
- = BOUNDARY
- = TOP OF BANK
- = WOOD FENCE

**ELEVATIONS SHOWN ARE REFERENCED TO THE
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)**

City Commission Conference Agenda

4. c.

Meeting Date: 12/11/2023

Re: Presentation Topics: Economic Waterway Study of the Treasure Coast, Fort Pierce Waterway Update, and Discussion of Marina Expansion

Submitted For: Dean Kubitschek, Director of Marina, Marina

SUBJECT:

Discussion regarding the future of Fort Pierce's waterways, including the Economic Waterway Study of the Treasure Coast, Fort Pierce Waterway Update and discussion of Marina Expansion.

Attachments

Presentation

Form Review

Inbox

City Manager

Form Started By: Terri Vega

Final Approval Date: 12/01/2023

Reviewed By

Nick Mimms

Date

12/01/2023 01:07 PM

Started On: 11/22/2023 12:24 PM



Fort Pierce Waterway Impact

Agenda

Economic Impact - Justin Beard, MIATC

Anchor Inclusion - Joshua Revord

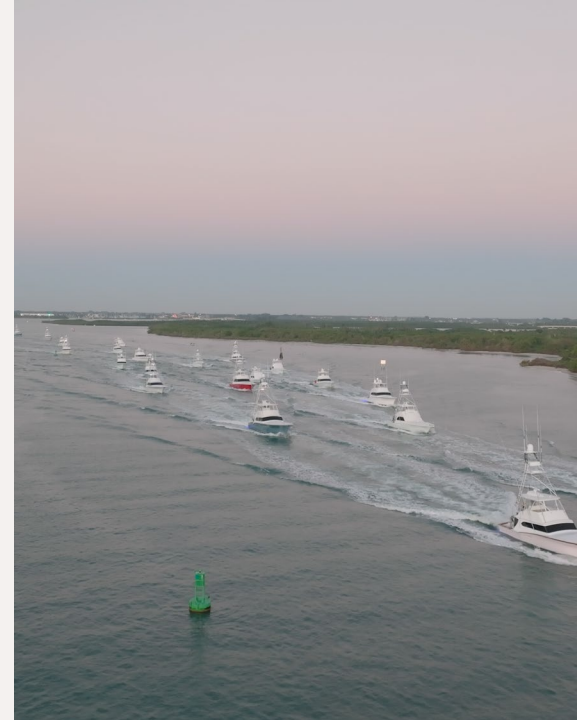
SLC Port Director

Internal Basin Resilience - Dean

Kubitschek, FPCM

Dock Expansion - Dean Kubitschek

FPCM





Local Economic Impact

JUSTIN BEARD

Marine Industries Association

- MIATC chartered in 1974 as a not-for-profit trade association composed of members in and around the Treasure Coast. Our purpose was, and remains to be, to promote, protect, and grow local marine businesses.
- Obtaining official recognition of the marine industry as a “targeted enterprise” providing numerous opportunities for tax breaks, grants and incentives to marine businesses.
- Securing government and public support to improve the water quality of the Indian River Lagoon for better navigation.



Serving, protecting & promoting marine interests since 1974.



Local Businesses that are Directly Affected, with the Marine Industry

- Over 10 Boat Manufacturers
- 3 Big Boat Yards
- 1 Super Yacht Yard
- 5 Major Marinas
- 6 Small Marinas
- Over 25 Fishing and Diving Operations
- 14 Major Trades (Welder, Electrician, Mechanic, Fiberglass, Plumber, Dive Services, Cleaning, Rigging, Detailing, Woodworking, Upholstery, Yacht Management, Marine Staffing)

St Lucie County



ECONOMIC BENEFITS OF THE DISTRICT WATERWAYS

St. Lucie County, 2022

TOTAL ANNUAL ECONOMIC IMPACT \$414M

TOURISM SPENDING
\$208 Million

generated annually from 60,000 visitors



BOATER SPENDING
\$106 Million

local boater spending from Registered Vessels



PROPERTY SALES VALUE

\$85 Million

portion of property sales values attributed to ICW proximity



The Atlantic Intracoastal Waterway extends over 22 miles in St. Lucie County, entering at mile 959 and ending around mile marker 981, where the Intracoastal Waterway enters St. Lucie County. In St. Lucie County the ICW intersects only one outlet to the Atlantic Ocean at Fort Pierce Inlet.



St. Lucie County's Waterways currently support 3,900 jobs countywide



FIND INVESTMENT

in the ICW of **\$13 Million** annually

protects annual economic impact of

\$399 Million



ANNUAL TAX BENEFITS

\$27M



FEDERAL TAX REVENUE

\$25M



STATE AND LOCAL TAX REVENUES



Fort Pierce Inlet

Creates safe all-weather access to the boat yards and marinas.

Direct access to ocean for passage, fishing grounds, and recreational boating.

Fishing Tournament Hotspot

98 miles to international travel (Bahamas).

An aerial photograph of a coastal area, likely in the Chesapeake Bay region. A long, multi-lane bridge spans across a wide body of water, connecting a developed landmass on the right to a larger landmass on the left. The water is a deep blue, and the sky is clear. The land on the right features a dense residential or commercial area with many buildings. The land on the left is more open, with some industrial or construction sites, including a large white structure and a red structure. The overall scene is a mix of natural water and human-made infrastructure.

Anchor Inclusion Zones O&M Dredging

JOSHUA REVORD



Waterway issues due to high winds as recent as the week of November 13, 2023.



- Northern Boundary Channel Marker Red 180
- Southern Boundary Channel Marker Red 194
- Approximately 5.5 miles of coverage on the ICW.



Potential Code Enforcement Vessel

- Multi-use to the vessel for example
- Code enforcement
- Pump out
- Buoy deployment
- Equipment for island work



Internal Basin Fixed Docks

DEAN KUBITSCHEK



Rising water on Fixed Docks

- High tides threaten dock electrical systems, potential boat damage, public safety, and create structural impact.
- This occurs on the new and full moons twice a month.
- When a tropical system or hard East & Northeast wind blows it creates the same effect.



King Tide in November 2023



Galaxy S22 Ultra



Galaxy S22 Ultra



Hurricane Nicole Water Levels 2022

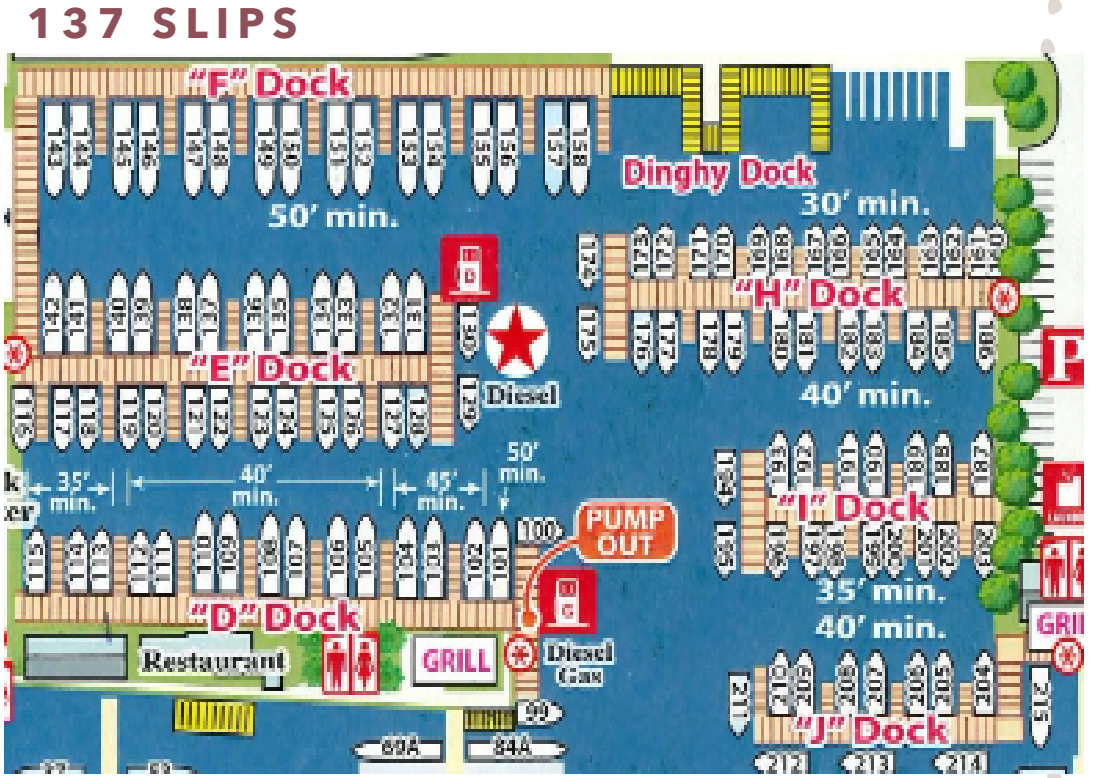


Proposed Internal Basin Floating Docks

 **Floating** Floating docks recommendation

 **Pump out** Pump out station available from every slip keeps our waterway cleaner.

 **Upgrading** Upgrading the internal basin with floating docks will create a higher value for the slips.



**ASSISTANCE MADE POSSIBLE BY
RESILIENCE AND FWC GRANTS**

Marina Expansion

DEAN KUBITSCHEK

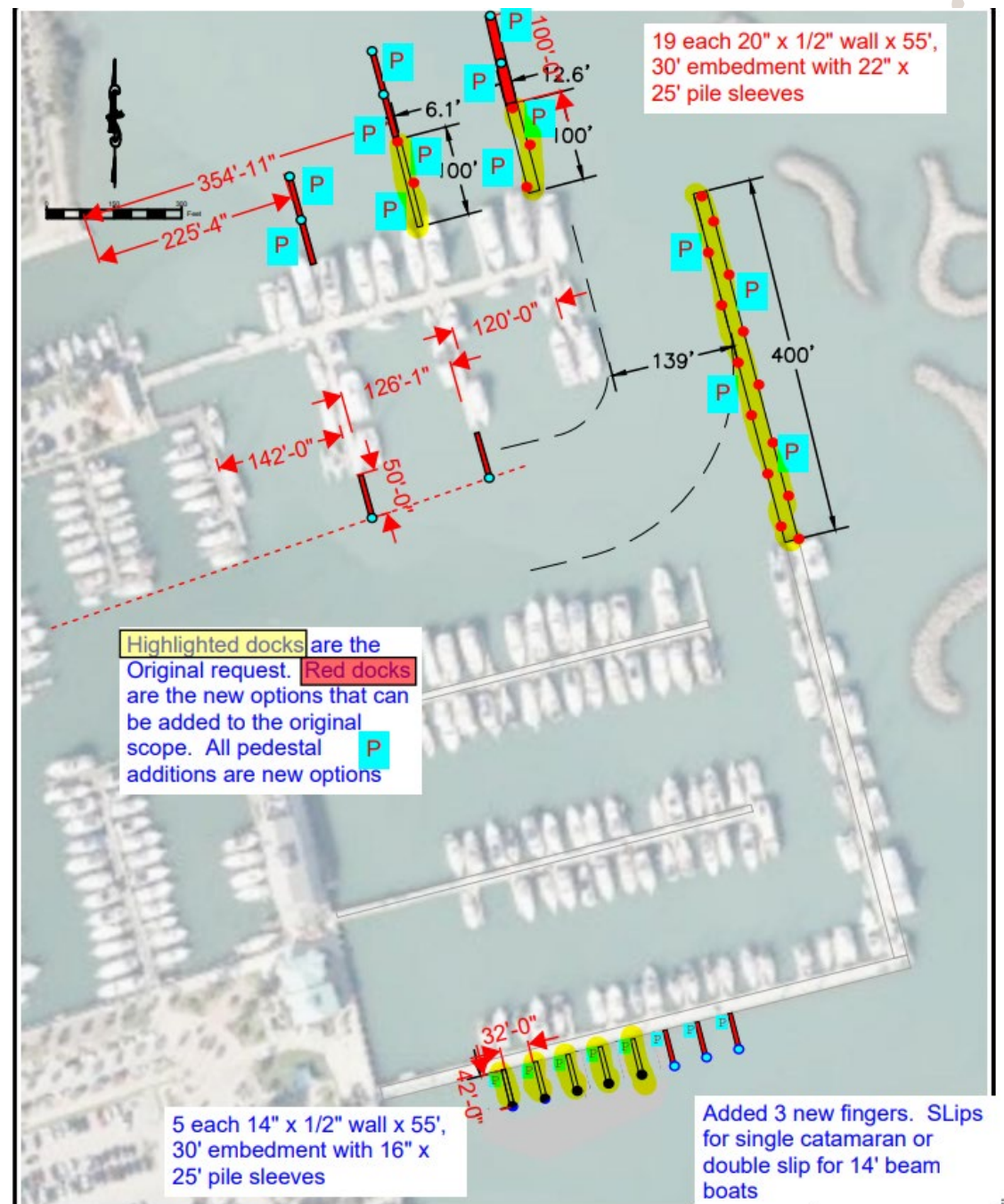


Existing Marina Layout



Proposed Expansion for External Basin

- Option 1 is in yellow with an estimated cost of \$2,252,500 (1,620 LF).
- Option 2 is in Red with an estimated cost of \$2,881,000 (2,670 LF).
- Permitting, engineering, and consulting on the external basin estimated at \$500,000.
- Assistance made possible by FIND and FWC grants.



Draft Subject to Change



Funding

Florida Inlet and Navigation District

(Internal Basin and Expansion of Floating Dock)

Application due March 15, 2024

Presentation will be made in June (Date - TBD)

Permits are due September 3, 2024

Grant awarded October 1, 2024

St. Lucie County qualifies for \$800,000 a year.



Funding

Resilient Florida Program

Provides financial assistance aimed at preparing coastal communities for current and future effects due to rising sea levels.



Funding

Boating Infrastructure Grant

(Internal Basin and Expansion of Floating Dock)

Applications Open, January 1- April 1, 2024

Assistance to Applicants Available, April 1-June 1, 2024

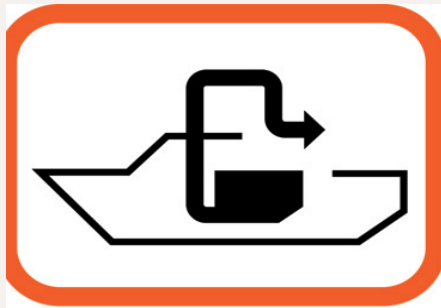
Applications due, July 1, 2024

Grants awarded, April 2025

Tier 1 - \$300,000 Tier 2 - \$1,500,000

Grant covers up to 75% of Project

Funding



**KEEP OUR
WATER CLEAN-**

Clean Vessel Act

(Internal Basin and Expansion of Floating Dock)

Available year round

Covers up to 75% of project cost

Overview of 2023



- Over 50 Public Events
- 2 Successful Restaurants
- 8 Water Oriented Businesses
- 2022-2023 Reservations 1806
- 2022-2023 Fueling Transactions 4850
(excluding Freedom Boat Club)
- 10/1/2023-12/4/2023
 - 325 Reservations
 - 533 Fuel Transactions
(excluding Freedom Boat Club)
- 153 Annual Boats in the Marina
- 100 Transient slips subject to
availability

Capital Improvement Debt

Marina series 2014A owed \$1,627,818.00

Marina series 2019B owed \$3,225,000.00

Marina series 2020C owed \$1,979,807.83

Rates as of 2023

Marina Linear Feet	AR	Transient	Laundry	LAB	Electric	Retail	Gas	Diesel
Marina Current Dockage 11,300 LF	1,796,30.78	\$ 1,009,087.30	\$ 14,299.08	\$ 24,284.50	\$ 90,020.85	\$ 233,876.78	\$ 762,021.19	\$ 2,373,432.43
Marina Estimate with Proposed 13,970 LF (2936 extension)	\$ 2,221,091.47	\$ 1,247,696.26	\$ 17,680.24	\$ 30,026.82	\$ 111,307.20	\$ 289,179.32	\$ 942,208.86	\$ 2,934,654.68

Income per LF average (dockage)	248.27
Income per LF average (combined)	557.82

The expansion will allow the City Marina to expand into a larger more high-profile marina.

Marina staff continuously fills requests for (daily, weekly, seasonal, and annual) dockage.

As growth continues in the Treasure Coast, the demand for boating slips will grow.

The expansion will provide more slips available in the area creating a larger economic impact to the City of Fort Pierce.

Thank You



City Commission Conference Agenda

4. d.

Meeting Date: 12/11/2023

Re:

SUBJECT:

Mayor and City Commission Board and Committee assignments for 2024

Attachments

Assignments

Form Review

Form Started By: Linda Cox
Final Approval Date: 10/19/2023

Started On: 10/19/2023 09:50 AM

Mayor	Florida Municipal Insurance Trust Board of Trustees	FMIT	as needed	Quarterly	Orlando	Penny Mitchell 850-701-3649	pmitchell@flcities.com
Mayor	Fort Pierce Utilities Authority	FPUA	4:00 PM	1st & 3rd Tues Monthly	City Hall - Ft Pierce	Jill Sabota 466-1600 x3201	
Mayor	Treasure Coast Regional League of Cities	TCRLC	10:00 AM	3rd Wed Monthly	SLC Chamber	Patricia Christensen 772-370-8122	pchristensen@tcrpc.com
Mayor	St. Lucie County Fire District Board	FB	3:00 PM	3rd Wed Monthly	SLC Fire Station - PSL	Vicki Echazabal 772-621-3313	Vechazabal@slcfd.org
Mayor	Treasure Coast Council of Local Governments - ALTERNATE for Gaines	TCCLG-A	10:00 AM	1st Wed Monthly	SLC BOCC - Ft Pierce	Christina Flores 772-873-6472	
Mayor	Transportation Planning Organization - ALTERNATE for C. Johnson	TPO-A	2:00 PM	1st Wed Even Months	Coco Vista Ctr PSL	Kyle Bowman 772-462-2340	bowmank@stlucieco.org
Broderick	Fort Pierce Parking Committee		9:00 AM	2nd Wed Monthly	Wm. Dannahower 2nd FL Conf	Sara Delgado - x3025	sdelgado@cityoffortpierce.com
Broderick	Fort Pierce Retirement Board		2:00 PM	3rd Thurs Monthly	City Hall - Ft Pierce	Finance 467-3086	
Broderick	FMEA-FMPA Liaison Committee			TBD		Sue Utley 321-239-1052	Sue.utley@fmpa.com
Broderick	Sunrise Theatre Advisory Board		12:30 PM	2nd Tues Even Months	Sunrise Theatre - Ft Pierce	Sharon Engle 772-467-4122 or Karen S	info@sunrisetheatre.org
Broderick	Orange Avenue Corridor Association			TBD		Pat Murphy	hoymurphy@hotmail.com
Broderick	Treasure Coast Regional Planning Council - ALTERNATE for C Johnson	TCRPC-A	9:30 AM	3rd Fri Jan-Oct, 2nd Fri Dec	IRSC - Wolf Center - Stuart	Stephanie Heidt 772-221-4060	
J. Johnson	St. Lucie County Tourist Development Council	TDC	12:30 PM	2nd Wed E/O Month	SLC BOCC - Ft Pierce	Tayler Hardison 462-1472	hardison@stlucieco.org
J Johnson	Main Street Fort Pierce		5:30 PM	1st Wed Monthly	Main Street FP Office - Ft Pierce	772-466-3880	michellec@mainstreetfortpierce.org
J Johnson	Downtown Business Alliance	DBA	9:00 AM	Last Wed each Month	2nd Street Bistro/Hideway	Krissy Gibbons	varsitysportshop@gmail.com
J Johnson	Transportation Planning Organization	TPO	2:00 PM	1st Wed Even Months	TPO Office - PSL	Kyle Bowman 772-462-2340	bowmank@stlucieco.org
J Johnson	St. Lucie County Chamber of Commerce Board of Directors	COC	8:00 AM	4th Thurs Monthly	SLC Chamber	Margaret Mitchell 772-595-9999	chamber1@stluciechamber.org
J Johnson	St. Lucie County Land Acquisition & Selection - ALTERNATE for C Johnson	ALT	5:30 PM	4th Thurs Monthly	County Admin, 3rd Floor	Kimberly Bordinger 462-1848	
J Johnson	Sunrise Theatre Advisory Board - ALTERNATE for Broderick	ALT	12:30 PM	2nd Tues Even Months	Sunrise Theatre - Ft Pierce	Sharon Engle 772-467-4122	
Gaines	Treasure Coast Council of Local Governments	TCCLG	10:00AM	1st Wed Monthly	SLC BOCC - Ft Pierce	Michelle Vicat	mvicat@ci.stuart.fl.us
Gaines	Council on Aging of St. Lucie	COA	3:30 PM	Last Wed E/O Month	PSL Office	Laurie Hoy 772-336-8608	lhoy@coasl.com
Gaines	Roundtable of St. Lucie County		8:30 AM	1st Fri Monthly	Children's Services PSL	Kim Thomas-Pate 772-871-5880	kthomas@roundtableslc.org
Gaines	Fort Pierce Retirement Board	RB	2:00 PM	3rd Thurs Monthly	2nd Fl Conf. City Hall	467-3086	
Gaines	St. Lucie County Homeless Advisory Committee					Susan White	whites@stlucieco.org
Gaines	Fort Pierce Affordable Housing Advisory Committee	AHAC	4:00 PM	1st Thursday	2nd Fl Conf. City Hall	Brittany Marinello	bmarinello@cityoffortpierce.com
Gaines	Treasure Coast Education, Research & Development Authority	TCERDA	2:00 PM	as needed	TC Research Park - Ft Pierce	Regina Rose-McCants 467-3107	mccantsre@stlucieco.org
C. Johnson	St. Lucie County Fire District Board	FB	3:00 PM	3rd Wed Monthly	SLC Fire Station - PSL	Vicki Echazabal 772-621-3313	Vechazabal@slcfd.org
C Johnson	St. Lucie County Land Acquisition & Selection Committee	LASC	5:30 PM	as needed	County Admin	Kimberly Bordinger 462-1848/ or Jill A	arnoldj@stlucieco.org
C Johnson	Fort Pierce Port Advisory Committee	FPPAC	3:00 PM	as needed/TBD	SLC BOCC - Ft Pierce 3rd FL	Alejandra Matos 772-462-6766	matosa@stlucieco.org
C Johnson	Lincoln Park Main Street	LPMS	6:00 PM	2nd Thurs Monthly	Lincoln Park - Main Street FP	Pam Carithers 407-257-1678	lincolnparkmainstreet@live.com
C Johnson	Transportation Planning Organization	TPO	2:00 PM	1st Wed Even Months	TPO Office - PSL	Kyle Bowman 772-462-2340	bowmank@stlucieco.org
C Johnson	Treasure Coast Regional Planning Council	TCRPC	9:30 AM	3rd Fri Jan-Oct, 2nd Fri Dec	IRSC - Wolf Center - Stuart	Liz Gulik 772-221-4060	lgulik@tcrpc.org