

Return to:
OFFICE OF CITY CLERK
CITY OF FT. PIERCE
100 N. U.S. 1
P.O. BOX 1480
FT PIERCE FL 34954

Marina
Islands

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3710739 06/05/2012 at 12:06 PM
OR BOOK 3396 PAGE 1194 - 1217 Doc Type: LEASE
RECORDING: \$205.50

This Instrument Prepared By:
James Wright
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

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE

BOT FILE NO. 560344636
PA NO. 56-0129156-011

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Fort Pierce, Florida hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 10, Township 35 South, Range 40 East, in Indian River Lagoon, St. Lucie County, containing 916,768 square feet, more or less, as is more particularly described and shown on Attachment A, dated July 16, 2009.

TO HAVE THE USE OF the hereinabove described premises for a period of 5 years from October 23, 2009, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a pilot project storm protection island system to consist of 12 islands and one peninsular structure and the dredging thereof exclusively to be used for storm protection in conjunction with an upland 269-slip public marina, without fueling facilities, without a sewage pumpout facility, and without liveaboards as defined in paragraph 28 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 56-0129156-011, dated October 23, 2009, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

[02-29]

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2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

4. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

5. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

6. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain the interest in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto, and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

7. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. NOTICES/COMPLIANCE/TERMINATION: The Lessee 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 Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Fort Pierce
Attn: City Manager
100 N. US Highway One
Fort Pierce, Florida 34950

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

10. TAXES AND ASSESSMENTS: The Lessee 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 lease.

11. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

12. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

13. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

14. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor 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 Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

16. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

17. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 9 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

18. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 17 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

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

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

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

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

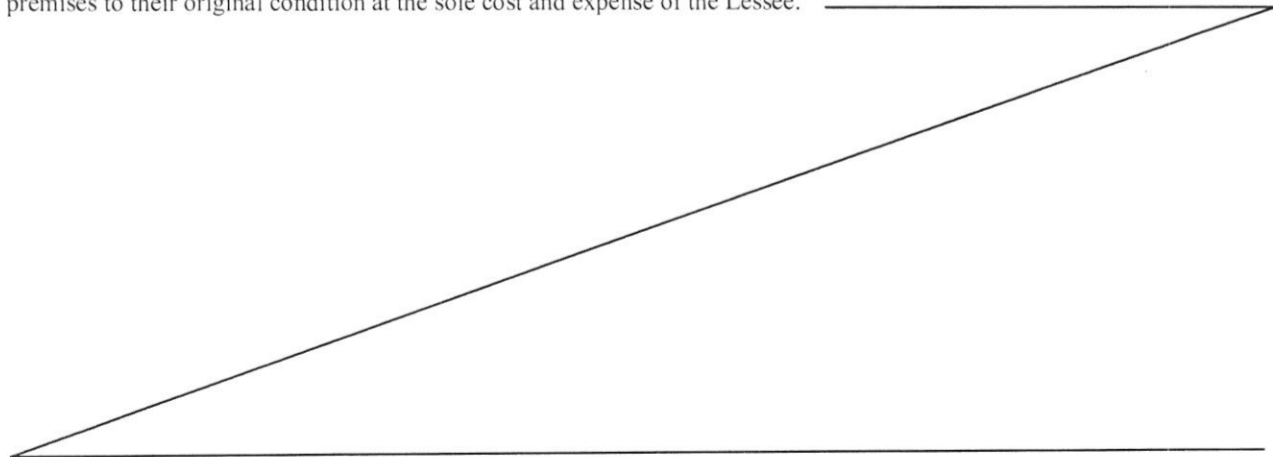
26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. SPECIAL LEASE CONDITIONS:

A. The Lessee shall prohibit public access to the storm protection island system located within the leased premises. To ensure compliance, the Lessee shall place and maintain signs stating "no public access allowed" around all components of the storm protection island system in a manner that is clearly visible to any persons utilizing the surrounding submerged lands. Additionally, to preclude public access from Tombo Point, the Lessee shall install and maintain a fence with a locked access gate immediately landward of the peninsular structure. Commercial and private activities shall be prohibited within the limits of the storm protection island system unless the State of Florida Department of Environmental Protection, as staff to the Lessor, has authorized the activity in writing prior to the commencement of the activity. The Lessee shall manage, maintain and monitor the storm protection island system in accordance with the terms and conditions of State of Florida Department of Environmental Protection Environmental Resource Permit No. 56-0129156-011.

B. During the term of this lease and all subsequent renewals and modifications, the Lessee shall obtain and maintain adequate property insurance coverage and/or establish and maintain an island maintenance and performance fund sufficient to cover the repair of any damages to the islands as a result of any event.

C. If the State of Florida Department of Environmental Protection, as staff to the Lessor, determines that the storm protection island system does not function to protect the Lessee's waterfront marina from future storm events, this lease will be presented to the Lessor at a regularly scheduled meeting for a determination as to whether this lease should be terminated. If Lessor decides to terminate this lease, the Lessee shall remove the storm protection island system and restore the leased premises to their original condition at the sole cost and expense of the Lessee.



WITNESSES:

Elaine Mann
Original Signature

Elaine Mann
Print/Type Name of Witness

Terry Bentley
Original Signature

Terry Bentley
Print/Type Name of Witness

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

(SEAL)

BY: [Signature]
* Jeffery M. Gentry, Operations and Management Consultant
Manager, Bureau of Public Land Administration, Division
of State Lands, State of Florida 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
* Clay Smallwood, Division Director

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

* Clay Smallwood, Division Director

The foregoing instrument was acknowledged before me this 22nd day of May, 2012 by

* Jeffery M. Gentry Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, State of Florida 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

Elaine Victoria Mann
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____



WITNESSES:

[Signature]
Original Signature

Joyce E. Kolbe
Typed/Printed Name of Witness

[Signature]
Original Signature

Angela Wilkinson
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF St. Lucie

City of Fort Pierce, Florida (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Robert Benton III
Typed/Printed Name of Executing Authority

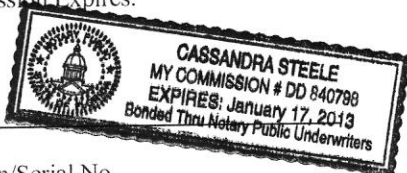
Mayor
Title of Executing Authority

APPROVED AS TO FORM AND CORRECTNESS

BY: [Signature]
City Attorney

The foregoing instrument was acknowledged before me this 9th day of May, 2012, by
Robert Benton III as Mayor, for and on behalf of the City of Fort Pierce, Florida. He is personally known to me or who has
produced _____, as identification.

My Commission Expires:



Commission/Serial No. _____

[Signature]
Signature of Notary Public

Notary Public, State of _____

Printed, Typed or Stamped Name

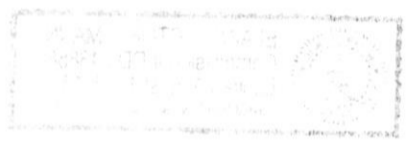
APPROVED
FOR THE
COMMISSIONER
OF THE
REVENUE

RECEIVED
OFFICE OF THE
COMMISSIONER
OF THE REVENUE

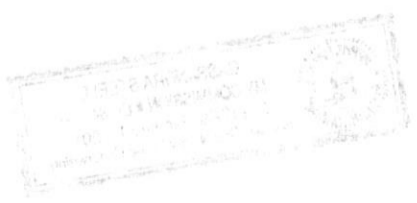


APPROVED AS TO FORM AND CORRECTNESS

COMMISSIONER



RECEIVED
OFFICE OF THE
COMMISSIONER
OF THE REVENUE



Google

Address 1 Ave A
Fort Pierce, FL 34950



1 Avenue A
Fort Pierce, FL 34950

LEGAL DESCRIPTION: (PARCEL A)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTHWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N12°13'41"E, FOR A DISTANCE OF 2,448.78 FEET TO THE POINT OF BEGINNING (BEING A POINT IN THE INDIAN RIVER, HAVING A STATE PLANE COORDINATE OF N 1134862.11, E 875972.89); THENCE RUN N75°18'19"W, FOR A DISTANCE OF 200.93 FEET; THENCE RUN N37°45'40"W, FOR A DISTANCE OF 56.28 FEET; THENCE RUN N28°59'31"E, FOR A DISTANCE OF 114.86 FEET; THENCE RUN N83°33'16"E, FOR A DISTANCE OF 258.20 FEET; THENCE RUN S80°24'14"E, FOR A DISTANCE OF 53.39 FEET; THENCE RUN S22°07'44"E, FOR A DISTANCE OF 55.90 FEET; THENCE RUN S34°01'01"W, FOR A DISTANCE OF 170.81 FEET; THENCE RUN S69°47'35"W, FOR A DISTANCE OF 65.58 FEET TO THE POINT OF BEGINNING.

(CONTAINING 60,603 SQ. FT. OR 1.391 ACRES, MORE OR LESS)

LEGAL DESCRIPTION: (PARCEL B)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTHWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N75°13'35"E, FOR A DISTANCE OF 984.68 FEET TO THE POINT OF BEGINNING (BEING A POINT IN THE INDIAN RIVER, HAVING A STATE PLANE COORDINATE OF N 1132719.98, E 876406.36); THENCE RUN N54°10'29"E, FOR A DISTANCE OF 639.35 FEET; THENCE RUN N02°05'19"W, FOR A DISTANCE OF 371.99 FEET; THENCE RUN N65°29'33"W, FOR A DISTANCE OF 106.71 FEET; THENCE RUN N15°54'02"W, FOR A DISTANCE OF 79.18 FEET; THENCE RUN N32°01'33"E, FOR A DISTANCE OF 113.62 FEET; THENCE RUN N75°04'46"E, FOR A DISTANCE OF 80.17 FEET; THENCE RUN N38°53'08"W, FOR A DISTANCE OF 356.84 FEET; THENCE RUN N26°26'26"W, FOR A DISTANCE OF 676.45 FEET; THENCE RUN N75°45'10"W, FOR A DISTANCE OF 278.50 FEET; THENCE RUN N37°58'13"W, FOR A DISTANCE OF 113.78 FEET; THENCE RUN N60°51'06"E, FOR A DISTANCE OF 122.12 FEET; THENCE RUN S66°17'27"E, FOR A DISTANCE OF 217.39 FEET; THENCE RUN S45°44'11"E, FOR A DISTANCE OF 457.04 FEET; THENCE RUN S39°01'43"E, FOR A DISTANCE OF 495.09 FEET; THENCE RUN S13°26'09"E, FOR A DISTANCE OF 48.10 FEET; THENCE RUN S59°02'17"E, FOR A DISTANCE OF 185.44 FEET; THENCE RUN S48°07'20"E, FOR A DISTANCE OF 56.74 FEET; THENCE RUN S10°07'57"E, FOR A DISTANCE OF 399.04 FEET; THENCE RUN S01°48'16"E, FOR A DISTANCE OF 357.45 FEET; THENCE RUN S23°21'19"W, FOR A DISTANCE OF 338.23 FEET; THENCE RUN S65°07'36"W, FOR A DISTANCE OF 768.49 FEET; THENCE RUN N13°42'58"W, FOR A DISTANCE OF 278.32 FEET TO THE POINT OF BEGINNING.

(CONTAINING 823,167 SQ. FT. SQUARE FEET OR 18.897 ACRES, MORE OR LESS)

Attachment A
Page 8 of 24 Pages
SSLL No. 560344636

Wednesday, July 22, 2009 3:57:49 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Draw\Parcel Lease\Parcel.Dwg\VP Layout: 5 USER NAME: CHAD I. SANFORD



TETRA TECH

www.tetrattech.com

201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
PROPOSED
SUBMERGED LANDS
LEASE

CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project: 106-3088.9010.0020

Date: 7/16/09

Designed By: CIS

Drawing No.

5 OF 6

LEGAL DESCRIPTION: (PARCEL C)

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTHWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N69°48'30"E, FOR A DISTANCE OF 820.90 FEET TO THE POINT OF BEGINNING (BEING A POINT ON THE WATERWARD FACE OF A CONCRETE SEAWALL, HAVING A STATE PLANE COORDINATE OF N 1132752.23, E 876224.68); THENCE RUN N21°49'55"E, ALONG SAID CONCRETE SEAWALL FOR A DISTANCE OF 132.00 FEET; THENCE RUN N14°17'48"W, FOR A DISTANCE OF 112.68 FEET; THENCE DEPARTING SAID CONCRETE SEAWALL, RUN S83°06'11"E, FOR A DISTANCE OF 232.15 FEET; THENCE RUN S03°03'18"W, FOR A DISTANCE OF 86.35 FEET; THENCE RUN S64°32'58"W, FOR A DISTANCE OF 273.69 FEET TO THE POINT OF BEGINNING.

(CONTAINING 32,998 SQ. FT. SQUARE FEET OR 0.758 ACRES, MORE OR LESS)

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 10-35-40, HAVING A BEARING OF S0°22'13"E. (STATE PLANE COORDINATES NAD83, FLORIDA EAST ZONE)
2. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
3. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
4. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 61-G17, FLORIDA ADMINISTRATIVE CODE.
5. TOTAL PROPOSED LEASE AREA = 916,768 SQUARE FEET OR 21.046 ACRES, MORE OR LESS.
6. LINEAR FOOTAGE OF APPLICANT'S SHORELINE IS (1,171 + 1,589) FEET BORDERING SOVEREIGNTY SUBMERGED LANDS.
7. PROPOSED DOCK INFROMATION AS SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.
8. THE SHORELINE IS 100% SEAWALL/BULKHEAD FOR 1,000 LINEAR FEET ON EITHER SIDE OF THE LEASE AREA.
9. NO MOORED VESSELS SHALL OVERHANG THE LEASE BOUNDARIES.
10. THIS SURVEY CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

Attachment A
Page 9 of 24 Pages
SSLL No. 560344636



TETRA TECH

www.etrattech.com

201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
PROPOSED
SUBMERGED LANDS
LEASE

CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project: 106-3088.9010.0020

Date: 7/16/09

Designed By: CIS

Drawing No.

6 OF 6

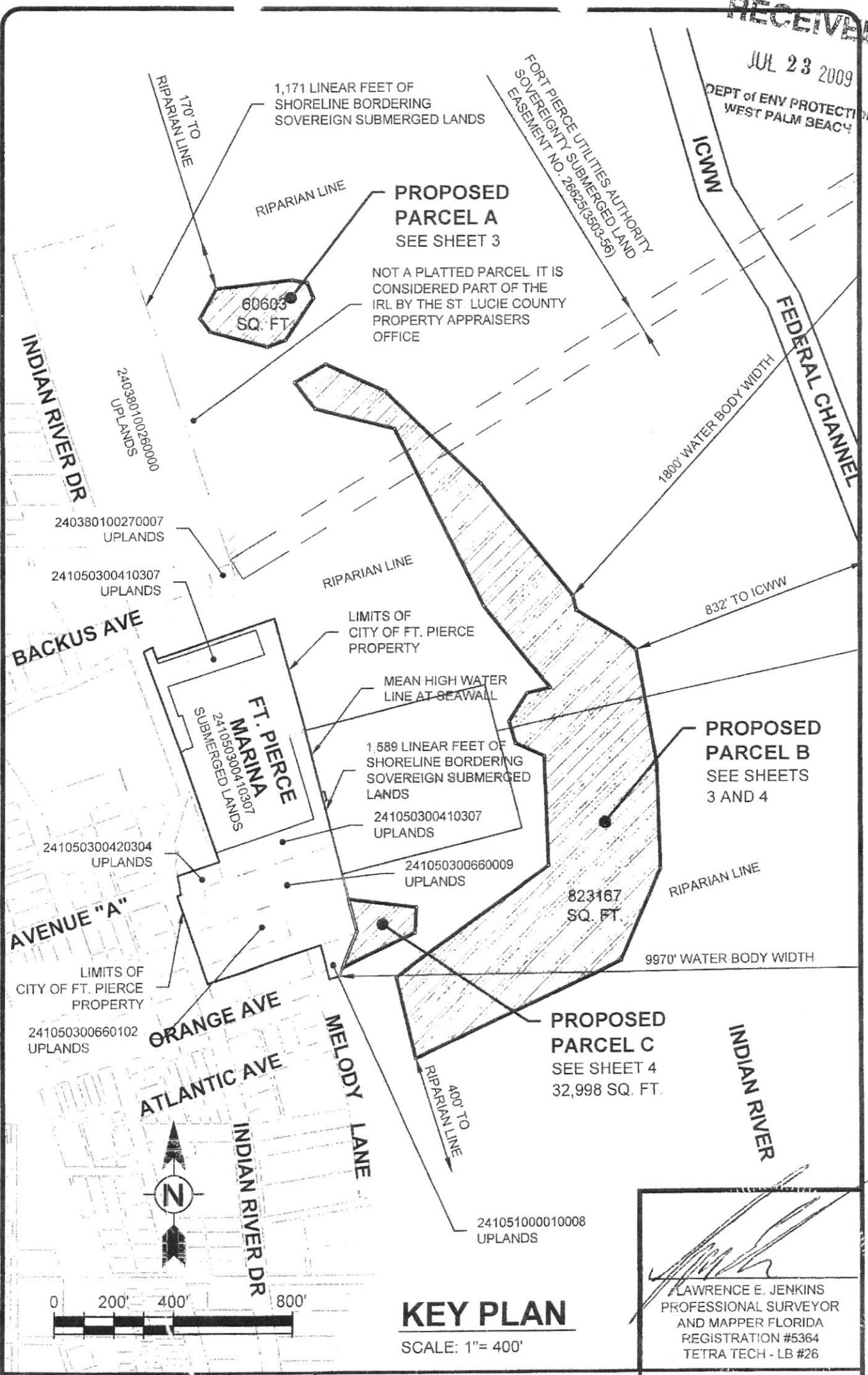
Wednesday, July 22, 2009 4:58:17 PM DRAWING: P:\106-3088.9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\IV.XP LeaseParcel.DWG LAYOUT: 6 USER NAME: CHAD I. SANFORD

RECEIVED

JUL 23 2009

DEPT of ENV PROTECTION
WEST PALM BEACH

Wednesday, July 22, 2009 3:56:43 PM DRAWING: P:\106-3088.90\10.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\XP Lease\Parcel DWG LAYOUT.1 USER NAME: CHAD I. SANFORD



KEY PLAN
SCALE: 1" = 400'

[Signature]
LAWRENCE E. JENKINS
PROFESSIONAL SURVEYOR
AND MAPPER FLORIDA
REGISTRATION #5364
TETRA TECH - LB #26

Attachment A
Page 10 of 24 Pages
SSLL No. 560344636



www.tetrattech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
PROPOSED
SUBMERGED LANDS
LEASE
CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project:	106-3088.90\10.0020
Date:	7/16/09
Designed By:	CIS
Drawing No.	1 OF 6

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N75° 18' 19"W	200.93'
L2	S37° 45' 40"E	56.28'
L3	S28° 59' 31"W	114.86'
L4	S83° 33' 16"W	258.20'
L5	N80° 24' 14"W	53.39'
L6	N22° 07' 44"W	55.90'
L7	N34° 01' 01"E	170.81'
L8	N69° 47' 35"E	65.58'
L9	N54° 10' 29"E	639.35'
L10	N2° 05' 19"W	371.99'
L11	N65° 29' 33"W	106.71'
L12	N15° 54' 02"W	79.18'

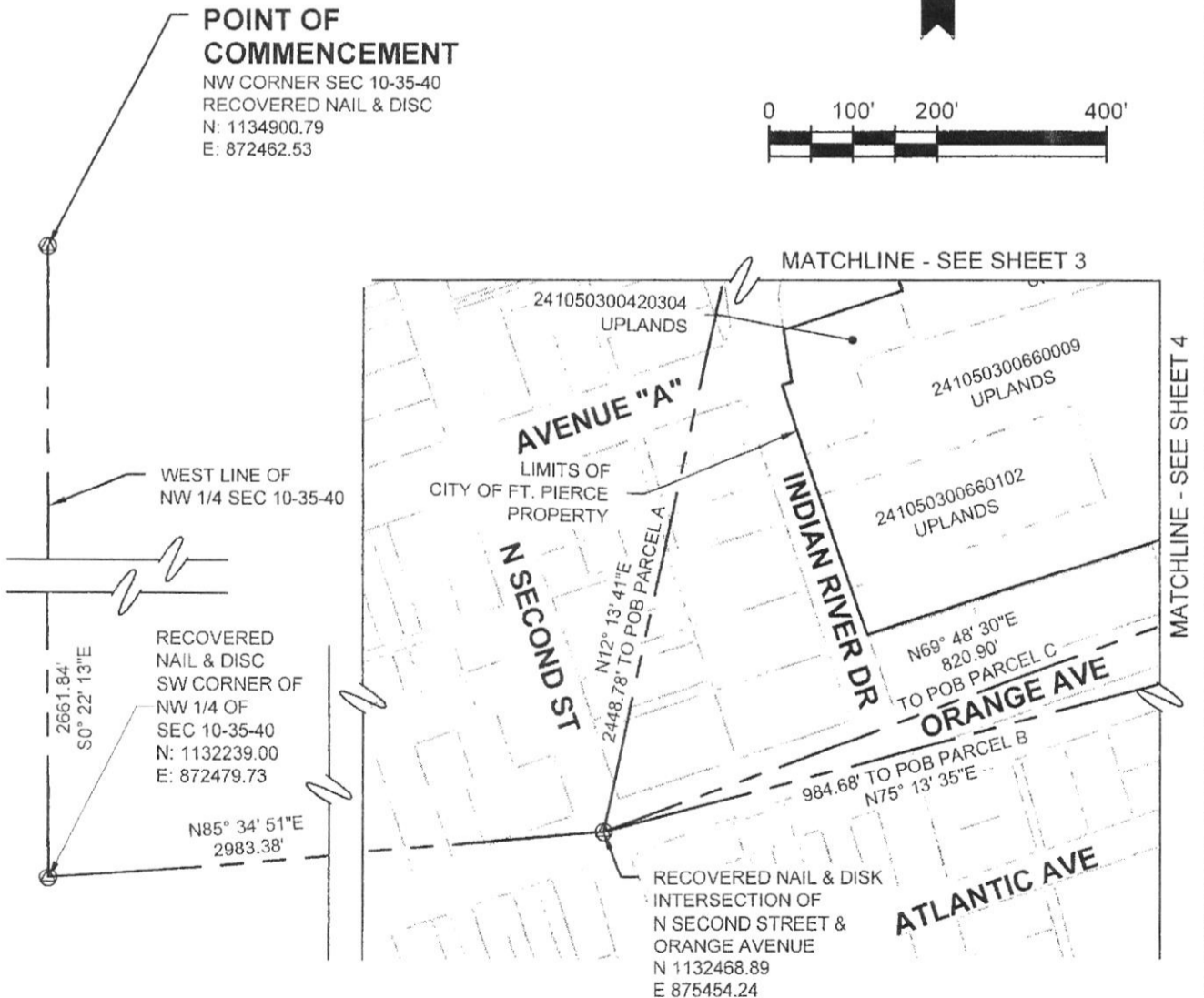
LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	N32° 01' 33"E	113.62'
L14	N75° 04' 46"E	80.17'
L15	N38° 53' 08"W	356.84'
L16	N26° 26' 26"W	676.45'
L17	N75° 45' 10"W	278.50'
L18	N37° 58' 13"W	113.78'
L19	N60° 51' 06"E	122.12'
L20	S66° 17' 27"E	217.39'
L21	S45° 44' 11"E	457.04'
L22	S39° 01' 43"E	495.09'
L23	S13° 26' 09"E	48.10'
L24	S59° 02' 17"E	185.44'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L25	S48° 07' 20"E	56.74'
L26	S10° 07' 57"E	399.04'
L27	S1° 48' 16"E	357.45'
L28	S23° 21' 19"W	338.23'
L29	S65° 07' 36"W	768.49'
L30	N13° 42' 58"W	278.32'
L31	N21° 49' 55"E	132.00'
L32	N14° 17' 48"W	112.68'
L33	S83° 06' 11"E	232.15'
L34	S3° 03' 18"W	86.35'
L35	S64° 32' 58"W	273.69'

Wednesday, July 22, 2009 3:57:06 PM DRAWING: P:\106-3088-9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\I-V-XP LeaseParcel .DWG LAYOUT: 2 USER NAME: CHAD I. SANFORD

POINT OF COMMENCEMENT

NW CORNER SEC 10-35-40
RECOVERED NAIL & DISC
N: 1134900.79
E: 872462.53



Attachment A
Page 11 of 24 Pages
SSLL No. 560344636



TETRA TECH

www.tetratech.com

201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
**PROPOSED
SUBMERGED LANDS
LEASE**

CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL

Project: 106-3088.9010.0020

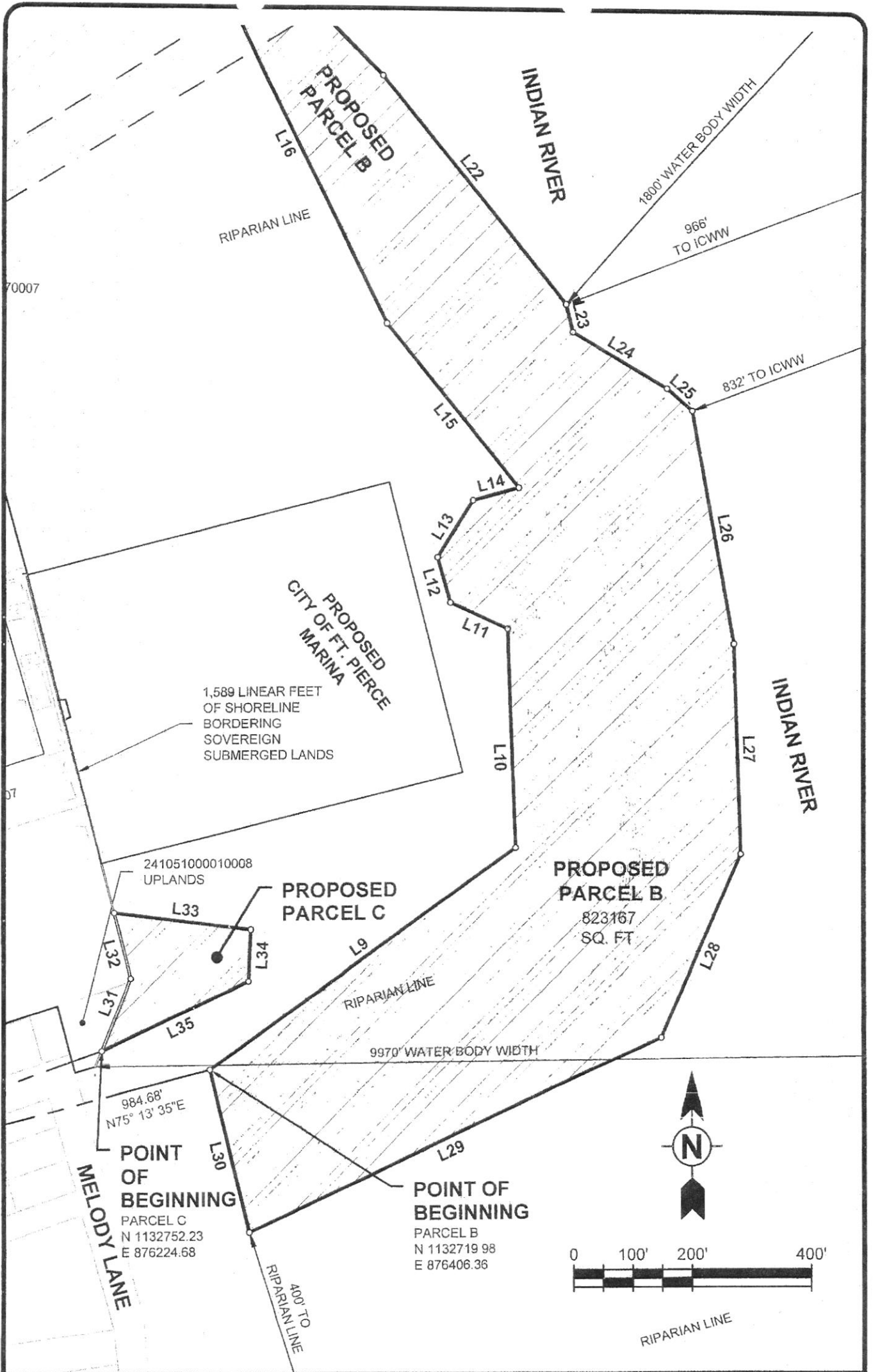
Date: 7/16/09

Designed By: CIS

Drawing No.

2 OF 6

Wednesday, July 22, 2009 3:57:43 PM DRAWING: P:\1106-3088 9010.0020 - FT PIERCE MARINA\CAD\Survey\Dwg\VP Lease\Parcel .DWG LAYOUT: 4 USER NAME: CHAD I. SANFORD



TETRA TECH

www.tetrattech.com

201 EAST PINE STREET, SUITE 1000
 ORLANDO, FL 32801
 PHONE: (407) 839-3955 FAX: (407) 839-3790

SKETCH OF DESCRIPTION
 PROPOSED
 SUBMERGED LANDS
 LEASE

CITY OF FT. PIERCE MARINA
 ST. LUCIE COUNTY, FL

Project: 106-3088.9010.0020

Date: 7/16/09

Designed By: CIS

Drawing No.

4 OF 6

RIGHT-OF-WAY DEED

THIS DEED Made this 16th day of September, 1958, by St. Lucie County, Florida, Party of the First Part, and City of Fort Pierce, a Municipal Corporation of the State of Florida, Party of the Second Part,

WITNESSETH: That the Party of the First Part, for and in consideration of the sum of ONE (\$1.00) DOLLAR to it in hand paid by the Party of the Second Part, receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell to the said Party of the Second Part, its successors and assigns, a right-of-way and easement over, upon and across the following described land, lying and being in St. Lucie County, Florida, to-wit:

*667-7
W Melody
we South
Marina*

From an iron rod at the Northwest corner of the St. Lucie County Park property as shown on map recorded in Plat Book 7, Page 3, St. Lucie County, Florida, public records, the same being a part of the plat of RIVERSIDE ADDITION, as recorded in Plat Book 3, Page 51 of said public records, run thence Northeasterly along the North line of the said St. Lucie County Park Property 15 feet to the point of beginning of the tract herein described, from said point of beginning run Southeasterly along a line parallel to and 15 feet East of the West line of the aforesaid County Park property to the South boundary line of said County Park Property, thence run Northwesterly along the South line of the County Park Property 15 feet to the Southwest corner of said County Park Property, thence run Northwesterly along the West line of aforesaid County Park Property to the Northwest corner of aforesaid County Park Property, thence run Northeasterly along the North line of said County Park Property 15 feet to the point of beginning.

This deed is made for the purpose of giving and granting to the party of the second part, its successors, legal representatives and assigns, a right-of-way and easement in and to said lands for street and utilities purposes; and the said party of the first part does hereby fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whomsoever, claiming, by, through or under party of the first part.



IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year first aforesaid.

ST. LUCIE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By *Henry J. Kislitz*
its Chairman

ATTEST: *W. G. Baggett*
Clerk of Circuit Court

CLERK FILE NO. 81753 Indexed FILED IN THE OFFICE OF THE
CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY,
FLORIDA, ON THE 14 DAY OF Jan A. D.
19 60 AT 4:03 O'CLOCK PM M. AND RECORDED
IN Dud BOOK NO. 254 PAGES 537, 538
AND RECORD VERIFIED.
W. G. BAGGETT, CLERK CIRCUIT COURT ST. LUCIE COUNTY, FLA.
BY *Margaret Joerin* D. G.



347217

DEED

THIS DEED, made this 29th day of September, 1976, by FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE, a corporation organized and existing under the laws of the United States, hereinafter called "Grantor", to CITY OF FORT PIERCE, Florida, a municipal corporation organized and existing under the laws of the State of Florida, having mailing address of P. O. Box 1480, Fort Pierce, Florida 33450, hereinafter called "Grantee".

*FILED AND RECORDED
ST. LUCIE COUNTY
REC'D FOR RECORDS
CLERK CIRCUIT COURT
RECORD VERIFIED
OCT 7 2 18 PM '76*

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in St. Lucie County, Florida, viz:

That portion of the below described tract lying East of that certain roadway known as Melody Lane and together with riparian rights:

*FILED AND RECORDED
ST. LUCIE COUNTY
REC'D FOR RECORDS
CLERK CIRCUIT COURT
RECORD VERIFIED
OCT 7 2 18 PM '76*

ALL of Block 1 of RIVERSIDE ADDITION as per plat thereof recorded in Plat Book 3, page 51, of the public records of St. Lucie County, Florida, including all riparian rights and any right, title or interest of the Grantor in and to the street known as Orange Avenue adjacent to said Block 1 of said RIVERSIDE ADDITION.

APPRAISERS USE ONLY * 2410.510-0001-000/8 A

EXCEPTING THEREFROM those certain properties more particularly described in Deed Book 247 at page 61 and Deed Book 221 at page 377 of the public records of St. Lucie County, Florida

347217

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same upon the express condition that the same shall be used solely for public park purposes and that no permanent structure shall be built or placed thereon which would, in any manner, obscure the view of Indian River from the lands lying on the West side of said Melody Lane. IT IS EXPRESSLY UNDERSTOOD that if the foregoing condition be violated in any manner whatsoever, the title to the above described land shall revert to and immediately vest in the Grantor, its successors and assigns.

DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
OCT 7 1976
00030

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be executed in its name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, all on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

Jean Hall
Christine Fowler

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE

By *Michael J. Brown*
Its President

Attest: *Frank Fee*
Its Secretary
(Corp Seal)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared MICHAEL J. BROWN and FRANK FEE, to me well known to be the President and Secretary respectively of First Federal Savings and Loan Association of Fort Pierce, a U. S. corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County aforesaid, this 29th day of September, 1976.

DOCUMENTARY SURTAX
FLORIDA
DEPT. OF REVENUE
OCT 7 1976
00055

Christine Fowler
Notary Public, State of Fla. at: Large
My Commission Expires 10/13/79

D. 258 PAGE 1565

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

DEED NO. 23913

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of One Hundred Fifty and 00/100 Dollars, (\$150.00), to them in hand paid by the CITY OF FORT PIERCE, a municipal corporation of the State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, subject to the provisions hereinafter set forth, unto the said CITY OF FORT PIERCE, the following described lands, to-wit:

A parcel of submerged land in the Indian River in Section 10, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

From the point of intersection of the south line of Avenue "A" and the east line of Riverside Drive, as now located in the City of Fort Pierce, Florida, run in an easterly direction along the said south line of Avenue "A", a distance of 105.0 feet to the mean high water mark of the Indian River for the Point of Beginning; thence North 18° 53' West along said mean high water mark, a distance of 740.0 feet; thence North 75° 22' 30" East, a distance of 463.0 feet; thence South 17° 16' East, a distance of 695.0 feet; thence South 70° 01' West, a distance of 440.0 feet, more or less, to the Point of Beginning; containing 7.0 acres, more or less.

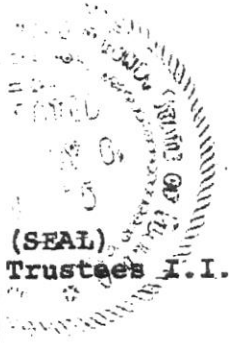
THIS CONVEYANCE is made subject to the following provisions:

(1) That said premises shall be used for public purposes only under the supervision of the City of Fort Pierce, Florida, and in the event of non-use of said premises for three (3) consecutive years, title to said premises shall, at the option of the Trustees of the Internal Improvement Fund of the State of Florida, revert to said Trustees or their successors in office.

(2) 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.

TO HAVE AND TO HOLD said premises, subject to the aforesaid provisions and reservation, unto said City of Fort Pierce, forever.

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 22nd day of January, A. D. 1965.



(SEAL)
Trustees I.I. Fund

Wayland Dunn
Governor

Ray E. Mee
Comptroller

Edwin Green
Treasurer

Carl Fricloth
Attorney General

John Conner
Commissioner of Agriculture

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

Internal Improvement Fund, State of Florida

DEED NO. 19901

BOOK 168 PAGE 163

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 253.12 Florida Statute 1941, and according to the provisions and procedure provided for in Section 253.13, Florida Statutes, 1941, do hereby for and in consideration of the sum of Thirty-nine and 00/100 (\$39.00) Dollars, to them in hand paid by CITY OF FORT PIERCE,

St. Lucie County, Florida, receipt of which is hereby acknowledged, have granted, sold and conveyed to the said CITY OF FORT PIERCE and its successors heirs and assigns, forever, the following described lands, to-wit:

Commencing at the interior quarter corner of Section 10, Township 35 South, Range 40 East, in the City of Fort Pierce, St. Lucie County, Florida; run thence North 87.22 feet; thence North 71° 35' East, 672.9 feet to a point on the west line of Indian River Drive; thence North 18° 30' West, along the West line of Indian River Drive, 144.22 feet; thence North 71° 25' East, 50 feet to the east line of Indian River Drive as now laid out, at the northwest corner of Block 1 of "Riverside" Addition, as per plat thereof recorded in Plat Book 3, Page 51, St. Lucie County, Florida, Public Records, said point being the Point of Beginning of the tract herein described; From said Point of Beginning continue North 71° 25' East, along the north line of Block 1 of "Riverside" Addition and the easterly extension thereof, 540.18 feet to a point in Indian River; thence North 18° 30' West, 314.48 feet to the southeast corner of existing bulkhead of the Municipal Yacht Basin, said point being on the south line of Avenue "A" produced easterly; thence South 71° 25' West, along the south line of Avenue "A", 540.18 feet to the east line of Indian River Drive as now laid out; thence South 18° 30' East, along the east line of Indian River Drive, 314.48 feet to the Point of Beginning, containing 3.9 acres, more or less, and lying and being in Section 10, Township 35 South, Range 40 East, St. Lucie County, Florida.

533

PROVIDED, HOWEVER, anything herein to the contrary notwithstanding, this deed is given and granted upon the express condition subsequent that the Grantee herein or its successors and assigns shall never sell or convey or lease the above described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes.

DR. 241
PA 6211

It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render this deed null and void and the above described lands, shall in such event, revert to the Grantors or their Heirs and assigns.

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 253.13, Florida Statutes, 1941, unto the said

CITY OF FORT PIERCE

and its successors 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, sulphur 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 hereto 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 Capital, in the City

of Tallahassee, on this the 8th day of October A. D. Nineteen Hundred and Fifty-one



Walter W. ... (SIBAL) Governor
C. N. ... (SIBAL) Comptroller
Edwin ... (SIBAL) Treasurer
Richard W. ... (SIBAL) Attorney General
... (SIBAL) Commissioner of Agriculture

Clerk File No. 19763 filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida on the 15th day of Oct. A.D. 1951 at 3:55 o'clock P.M. and recorded in Book No. 168 pages 163-164 and record verified.



W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida
By Joyce M. Moody D. C.

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

DEED NO. 20808

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of One Dollar, and other good and valuable considerations, to them in hand paid by THE CITY OF FORT PIERCE, of the County of St. Lucie, State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, unto the said CITY OF FORT PIERCE and its successors and assigns, the following described lands, to-wit:

A parcel of submerged land in the Indian River in Sections 3 and 10, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

From the corner common to Sections 3, 4, 9 and 10, Township 35 South, Range 40 East, in the City of Fort Pierce, St. Lucie County, Florida, run thence North $89^{\circ} 56\frac{1}{2}'$ East, 191.7 feet; thence South $0^{\circ} 03\frac{1}{2}'$ East, 211.2 feet; thence South $89^{\circ} 49\frac{1}{2}'$ East, 2342.5 feet to a point on the west shore of Indian River and the Point of Beginning of the lands herein described; From said Point of Beginning run thence North $16^{\circ} 50\frac{1}{2}'$ West, 23.1 feet to the north line of Avenue "E"; thence North $89^{\circ} 58\frac{1}{2}'$ East, along the north line of Avenue "E" extended eastwardly, 181.6 feet; thence North $18^{\circ} 25\frac{1}{2}'$ West, 818.4 feet; thence North $43^{\circ} 51\frac{1}{2}'$ East, 83.4 feet; thence North $60^{\circ} 35\frac{1}{2}'$ East, 6.35 feet; thence South $18^{\circ} 25\frac{1}{2}'$ East, 47.5 feet; thence North $72^{\circ} 31\frac{1}{2}'$ East, 381.5 feet; thence South $18^{\circ} 25\frac{1}{2}'$ East, 1811.8 feet to the northerly bankline of Moore's Creek extended eastwardly; thence South $75^{\circ} 18\frac{1}{2}'$ West, along the northerly bankline of Moore's Creek extended eastwardly, 461.8 feet; thence North $18^{\circ} 25\frac{1}{2}'$ West, 105.5 feet to the south line of Avenue "C" extended eastwardly; thence South $71^{\circ} 24\frac{1}{2}'$ West, along the south line of Avenue "C" extended eastwardly, 140.3 feet; thence North $18^{\circ} 42\frac{1}{2}'$ West, 50.0 feet to the north line of Avenue "C"; thence North $71^{\circ} 24\frac{1}{2}'$ East, along the north line of Avenue "C" extended eastwardly, 140.4 feet; thence North $18^{\circ} 25\frac{1}{2}'$ West, 262.6 feet to the south line of Avenue "D" extended eastwardly; thence South $89^{\circ} 58\frac{1}{2}'$ West along the south line of Avenue "D" extended eastwardly, 186.7 feet; run thence North $1^{\circ} 23\frac{1}{2}'$ East, 40.0 feet to the north line of Avenue "D"; thence North $89^{\circ} 58\frac{1}{2}'$ East, along the north line of Avenue "D" extended eastwardly, 172.6 feet; thence North $18^{\circ} 25\frac{1}{2}'$ West, 211.0 feet to the south line of Cedar Street extended eastwardly; thence South $89^{\circ} 58\frac{1}{2}'$ West, along the south line of Cedar Street extended eastwardly, 176.8 feet; thence North $19^{\circ} 34\frac{1}{2}'$ West, 52.2 feet to the north line of Cedar Street; thence North $89^{\circ} 58\frac{1}{2}'$ East, along the north line of Cedar Street extended eastwardly, 177.8 feet; thence North $18^{\circ} 25\frac{1}{2}'$ West, 211.0 feet to the south line of Avenue "E" extended eastwardly; thence South $89^{\circ} 58\frac{1}{2}'$ West, along the south

Line of Avenue "E" extended eastwardly, 132.0 feet;
thence North 19° 34½' West, 18.2 feet to the Point
of Beginning. Containing 19.7 acres.

PROVIDED, HOWEVER, anything herein to the contrary notwithstanding, this deed is given and granted upon the express condition subsequent that the Grantee herein or its successors and assigns shall never sell or convey or lease the above described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes.

It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render this deed null and void and the above described lands, shall in such event, revert to the Grantors or their successors.

TO HAVE AND TO HOLD the above granted and described premises forever.

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.

OTHER RESERVATIONS: None

IN TESTIMONY WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seal 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 16th, day of November, A. D. 1954.

Charley E. Johns (SEAL)
Acting Governor

C. M. Gay (SEAL)
Comptroller

(SEAL)
Trustees I. I. Fund

J. Edwin Larson (SEAL)
Treasurer

Richard W. Ervin (SEAL)
Attorney General

(SEAL)
Dept. of Agriculture

Nathan Mayo (SEAL)
Commissioner of Agriculture

Sent to
Errol S. Willes, Mayor
City of Fort Pierce, Fla.
December 8th, 1954

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

