

This instrument prepared under the  
supervision of Kathy Lamb-Flynn, Attorney  
Florida Department of Transportation  
Turnpike District  
Milepost 263, Florida's Turnpike  
(Building 5315, Turkey Lake Service Plaza)  
Post Office Box 613069  
Ocoee, FL 34761

FP No. 190708-1-43-01  
WPI No. 0150467  
Surplus No. 93D161  
County: St Lucie

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED** is made this 18<sup>th</sup> day of January, 2001, by the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, whose post office address is 605 Suwannee Street, Tallahassee, Florida 32399-0450, hereinafter "Grantor," to CITY OF PORT ST. LUCIE, a municipality of the State of Florida, whose post office address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, hereinafter "Grantee."

**WITNESSETH**

WHEREAS, the land hereinafter described was acquired by the Grantor for state highway purposes; and

WHEREAS, the said land is no longer required by Grantor for such purposes by action of the Turnpike District Secretary on January 28, 1994, and pursuant to the provisions of Section 337.25, Florida Statutes, Grantor has agreed to quitclaim the said land to the Grantee.

NOW THEREFORE, in consideration of the sum of One Dollar in hand paid to it by the Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby remise, release, and forever quitclaim to the Grantee all of Grantor's right, title, and interest in and to that parcel of real property described in the attached Exhibit "A".

Grantor reserves all rights of ingress, egress, light, air and view between the parcel described in Exhibit "A" and SR 91 (Florida's Turnpike) and the Ft. Pierce Service Plaza.

As a condition of this grant the Grantor hereby imposes the following restriction on the said real property described in Exhibit "A", which restriction shall run with the land in perpetuity, as follows: No commercial transmission or receiving devices which carry signals that cause, or could cause, interference with the operations of the Grantor, may be placed, constructed, or maintained on the said real property. The parties hereto agree that the Grantor has no adequate remedy at law to enforce this restriction, and that it may be enforced by injunctive relief.

TO HAVE AND TO HOLD the said real property described in Exhibit "A", together with all appurtenances thereto, unto the Grantee and its successors and assigns forever.

This conveyance is made subject to any and all unpaid taxes, special assessments, but the reference hereto does not serve to reimpose the same.

*Re turn to*  
UNIVERSAL LAND TITLE, INC. (E)  
1555 PALM BEACH LAKES BLVD.  
SUITE 100 - 01060629  
WEST PALM BEACH, FL 33401

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY  
File Number: 1999360 OR BOOK 1482 PAGE 640  
Recorded: 01/23/02 08:19

This conveyance is also made subject to that certain Lease Agreement between the Florida Department of Transportation and the Department of Justice, Immigration and Naturalization Services, dated August 1, 1986. This Lease Agreement is attached hereto as Exhibit "B".

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed by its duly authorized officer, its District Secretary, and its seal hereunto affixed, attested by its Executive Secretary, in the date first above written.

Signed, sealed and  
delivered in our presence  
as witnesses:

Michelle Deer

Signature

Michelle Deer

Print or Type Name

Wanda Thomas

Signature

WANDA THOMAS

Print or Type Name

STATE OF FLORIDA  
COUNTY OF ORANGE

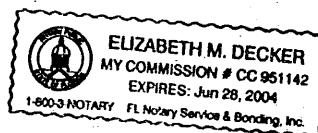
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of JANUARY, 2002, by James L. Ely, as District Secretary of the State of Florida Department of Transportation, who is personally known to me, and who did acknowledge before me that he executed the foregoing instrument on behalf of the State of Florida Department of Transportation, for the purposes therein expressed.

Notary Public:

Elizabeth Decker

Print, Stamp, or Type Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

**(PRELIMINARY BOUNDS DESCRIPTION)**

A parcel of land being in Section 31, Township 36 South, Range 40 East, being bounded on the South by the South line of said Section 31, on the West by the West line of the Southeast Quarter and the West line of the Northeast Quarter of said Section 31, and on the East by the West Right of Way line of State Road 91.

The data for this description was taken from:  
"Sunshine State Parkway, Section 6 Right of Way  
Map, St. Lucie County, Job and Contract No. 6.3,  
Sheet 8 of 12"

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This Legal Description prepared under the  
direction of:  
Robert E. Chason, Jr., P.L.S. No. 4339  
Department of Transportation  
1211 Governor's Square Blvd., Suite 100  
Tallahassee, Florida 32301

EXHIBIT "B"

Department of Justice  
Immigration and Naturalization Service  
311 North Stemmons Freeway  
Dallas, Texas 75207  
SR 75/63.221

97940  
St. Lucie

This agreement made and entered into this first day of August, 1996, by and between the Department of Justice, Immigration and Naturalization Service, hereinafter referred to as the Government, and the State of Florida, Department of Transportation, hereinafter referred to as the State.

W I T N E S S E S T H.

WHEREAS, the Government has requested the State to permit the erection, operation, and maintenance of a United States Border Patrol radio repeater station, beginning at a point, which point is the Southwest corner of the Southeast  $\frac{1}{4}$  of said Section 31, thence N  $0^{\circ}14'01''$  W with the West line of the aforesaid Southeast  $\frac{1}{4}$ , a distance of 417.42 feet to a point, thence run S  $89^{\circ}59'01''$  E, parallel with the South line of the Southeast  $\frac{1}{4}$ , a distance of 417.42 feet, thence run S  $0^{\circ}14'01''$  E, parallel with the aforementioned West line, a distance of 417.42 feet to a point on the South line of the Southeast  $\frac{1}{4}$ , thence running with the aforesaid South line, N  $89^{\circ}59'01''$  W, 417.42 feet to the point of beginning. Containing 4.0 acres more or less and subject to easements and right-of-ways of records.

WHEREAS, the State has indicated its willingness to approve the establishment of such facility conditioned that the Government will enter into agreements with the State for the purpose of determining the respective responsibilities of the Government and State with reference thereto, and conditioned that such uses are in the public interest and will not damage the property, impair safety, impede operation, or in any way restrict the use of the land as determined within the opinion of reasonable and prudent persons.

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A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. State agrees that the Government, its agents, representatives or subcontractors shall have ingress and egress to State's property to inspect, maintain and repair or replace Government equipment. Any Government equipment installed on State's property will remain the property of the Government and will be removed upon termination of this agreement. State will not grant a lease to any other party if such a grant would in any way affect or interfere with the Government's use of its electronic equipment. The government agrees to conduct it's operation so as not to interfere with the State's operation.

SR 75-63-291  
August 8, 1986

2. State agrees to grant the company from which the Government elects to purchase electrical power required for operations of radio repeater facilities, if any, a permit over State's property for installation, inspection and maintenance of power lines.
3. State agrees to allow the Government to construct or have constructed a small building on said property to house FM repeater unit and other electronic equipment. State further agrees to allow the Government to construct a road to the site described if necessary, to guarantee passage at all times and weather.
4. Government agrees to protect, indemnify and save State harmless from and against all claims, demands and causes of action of every kind and character that may arise by reason of the negligent acts or omissions of Government agents, employees, representatives or subcontractors in connection with, or arising out of the rights granted herein to the Government, insofar as such claims, demands and causes of action are cognizable under Federal law and regulation provided, however, that nothing in this item shall render Government liable or responsible for any damage to property or for injury, including death to persons caused by or arising out of the acts or omissions of State, its agents, servants and employees. State shall not be liable for any damages to the premises or equipment within the premises caused by theft or vandalism.
5. This agreement may be cancelled by mutual consent or by either party upon giving written notice to the other party ninety (90) days prior thereto.
6. TERM: To have and to hold for the term beginning August 1, 1986 through September 30, 1987 and automatically renewed from year to year unless notice is given by either party.

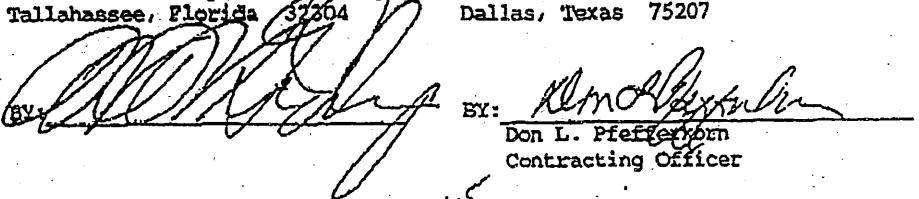
State

State of Florida  
Department of Transportation  
605 Suwannee, Haydon Burns Bldg.  
Tallahassee, Florida 32304

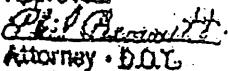
Government

U.S. Immigration and Naturalization  
Service - Southern Regional Office  
311 N. Stemmons Freeway - ROPMD  
Dallas, Texas 75207

BY:

  
Don L. Pfefferhorn  
Contracting Officer

Approved:

  
Phil Bentz  
Attorney - DOL

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