

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 18th day of January, 2007, 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.

Return 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 5th 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.

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: James L. Ely, District Secretary
Turnpike District

Attest: Elizabeth M. Decker
Elizabeth Decker, Executive Secretary
Turnpike District

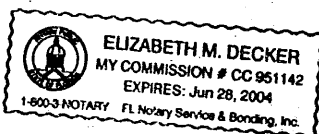
Legal Review: Kathy Lamb-Flynn
Kathy Lamb-Flynn

Notary Public:

Elizabeth M. Decker

Print, Stamp, or Type Name: _____

My commission expires: _____



OR BOOK 1482 PAGE 641

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"

DR BOOK 1482 PAGE 642

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

Department of Justice
Immigration and Naturalization Service
311 North Stemmons Freeway
Dallas, Texas 75207
SR 75/63.291

97940
St. Lucie

W I T N E S S E T H.

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.

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.

DR BOOK 1482 PAGE 643

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 Burn Bldg.
Tallahassee, Florida 32304

Government

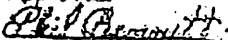
U.S. Immigration and Naturalization
Service - Southern Regional Office
311 N. Stemmons Freeway - ROPMP
Dallas, Texas 75207

BY: 

BY: 

Don L. Pfeffer
Contracting Officer

Approved:


Attorney • D.O.C.

OR BOOK 1482 PAGE 644