I. I. Board -State matters



ERNEST AMOS

STATE OF FLORIDA COMPTROLLER'S OFFICE TALLAHASSEE

Dear Sir:

From the records here I note you are possibly entitled to a refund on Auto License for 1918. If such is the case, it will afford me great pleasure to pay you the amount which the State may be due you

The Law authorizing these refunds requires that party must make application to have it returned. I enclose a blank for your convenience should you desire to apply for the refund, and I will have the application audited promptly upon its receipt at this office.

> Yours very truly, Emechanos.

5 Pass. Packard. Gaid \$1500

Comptroller.

P. S.

To be entitled to a refund, applicant must have paid for the year 1918 more than five dollars (\$5.00) for an Automobile which had a seating capacity of NOT MORE THAN FIVE PASSENGERS. If the car you registered in 1918 was a six or seven passenger car, the law does not authorize any refund. OFFICERS:

JAMES H. SNOWDEN, PRESIDENT J. E. LUMMUS, VICE-PRESIDENT JOHN H. LEVI, SECT-TREAS,

THE MIAMI OCEAN VIEW COMPANY

OWNERS OF STAR ISLAND

Andreand Morraziona Morraziona Morraziona Morraziona

44 100-11-125 - 1411-100 - 141 1011-140-51

OFFICE, FIFTH STREET AND ALTON ROAD MIAMI BEACH, FLA.

-71. St. 85.

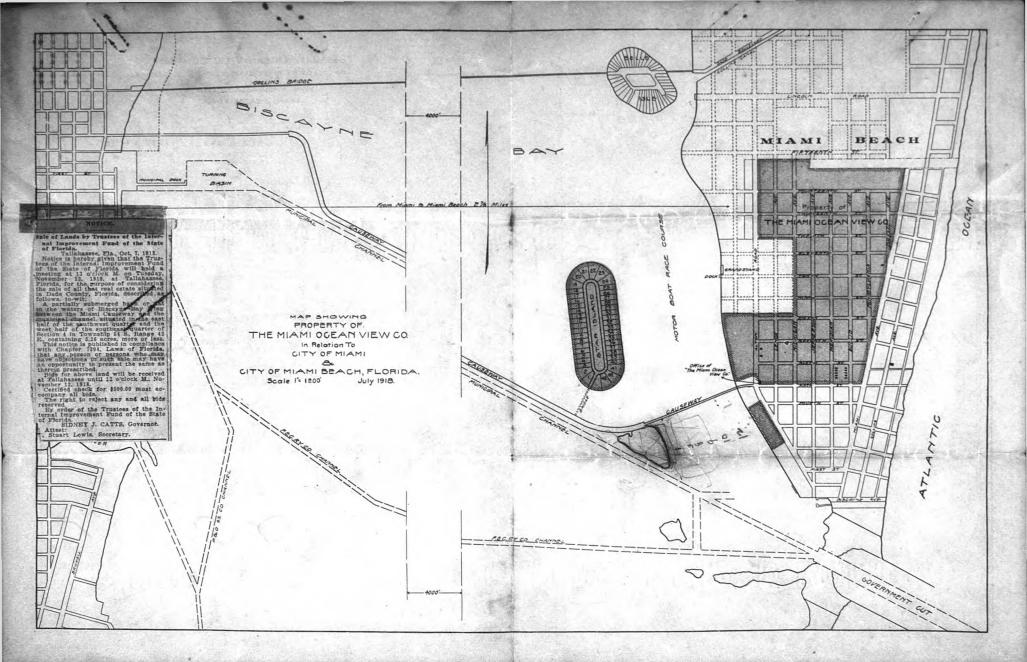
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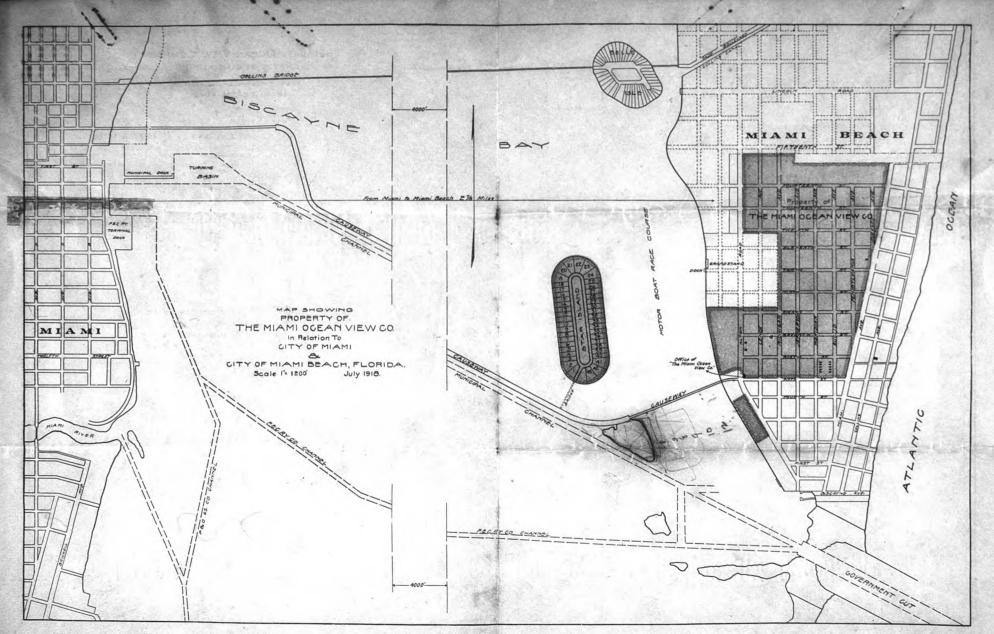
DIRECTORS JAMES H. SHOWDEN J. E. LUMMUS JOHN H. LEVI CARL G. PISHES MERRY MOSWEENEY PRANK B. SHUTTS ANTHUR C. NEWBY

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J. STUART LEWIS, SECRETARY

F. C. ELLIOT, CHIEF DRAINAGE ENGINEER

SIDNEY J. CATTS, GOVERNOR RE-OFFICIO FRESIDENT ERNEST AMOS, CONFINOLLER J. C. LURING, TREASURER T. F. WEST, ATTORNEY GENERAL W. A. MCRRE, COW'R & SALESNAN TRUSTEES & BOARD OF CON'RS

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND

BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

OF THE STATE OF FLORIDA

TALLAHASSEE, FLORIDA, November 12, 1918.

Mr. George R. Kline, Miami, Florida.

Dear Sir:-

This is to advise you that your bid for a certain submerged tract of land situated in the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section Four in Township Fifty-four South of Range Forty-two East, containing five and twenty-six hundredths (5.26) acres, was accepted by the Trustees of the Internal Improvement Fund at a meeting held this date and your certified check for Five Hundred Dollars (\$500.00) will be applied on the amount of Five Thousand Two Hundred and Sixty Dollars (\$5,260.00) which you bid for the above described land.

Deed will be issued you just as soon as Mr. Elliot can investigate and make correct description of the property.

Yours very truly.

L-h





STATE OF FLORIDA EXECUTIVE CHAMBER TALLAHASSEE

SIDNEY J. CATTS GOVERNOR J.S. BLITCH SECRETARY

November 26, 1918.

Hon.George R.Kline, Miami, Florida.

Dear Sir:

I have your letter November 21st in which you ask me to advise you what date Captain Elliot could be there to survey out the 5.26 acres recently purchased from the Board by yourself.

I am referring your letter to Captain Ellict, asking him to write you when he can come.

Thanking you for your kind expressions, I am

Yours very truly, GOVERNOR.

C.R.

o reinin.

Very Truly Yours.

January, 24th __ 1919 _

lon. Sidney J. Catta.

C'y., to

Chairman I.I.Board,

Tallahassee, Fla.

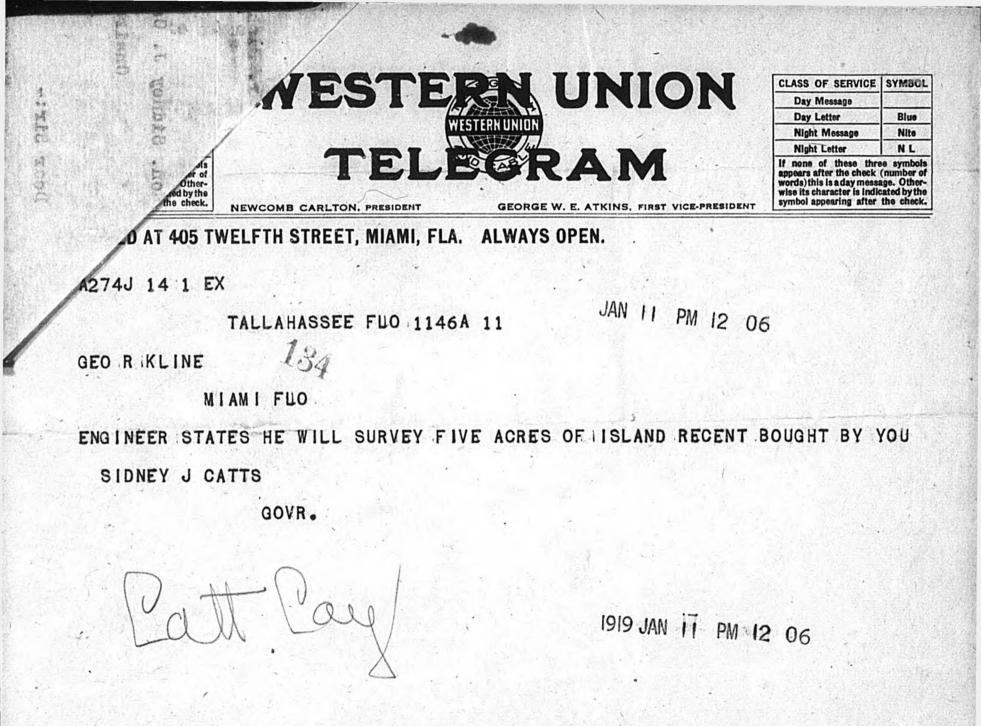
Dear Sir :-

Several months ago I pruchessel from the I.I. Board a tract of lind consisting of 5.26 acres in Bay Biscayne. While the receipt was issued in my name the purchase was made for Ar. Carl C. Fisher of liami Beach. About two weeks ago I wired you requesting advice as to when the State Surveyor would visit Miami and make survey so that Doed could be issued. You wired me that Surveyor would come, but did not state any time.

Ir. Fisher is very antious to improve this property, and is therefore antions to secure the Deed, and I would respectfully request that you hurry the matter as rapidly as possible, and apon receipt of this letter advise me the date / can look for Surveyor.

Thenking you for your prompt attention, I beg to manain, Very Truly Yours,

Gly., to Dr. Pisner.



A STATE OF



STATE OF FLORIDA EXECUTIVE CHAMBER TALLAHASSEE

SIDNEY J. CATTS GOVERNOR J.S. BLITCH

Jan. 27, 1919.

Mr. George R. Cline, Miami, Fla.

Dear Sir:-

I have your letter of the 24th, in regard to some land in Bay Biscayne purchased by you for Mr. Carl G. Fisher, and asking when the State Surveyor will be in Miami to survey this land.

Beg to advise that I consulted Capt. Lewis of the I. I. Board and he advises me that both of the Drainage Engineers are ill and it will be impossible for them to get a man down there before next week.

Hoping this will be satisfactory and with best wishes, I am,

Yours very truly, Sidney J. Ca

Governor.

C-D.

Governor Catts was called away from office before signing above letter dictated by him.



STATE OF FLORIDA EXECUTIVE CHAMBER TALLAHASSEE

SIDNEY J. CATTS GOVERNOR J.S. BLITCH BECRETARY

Feb. 17, 1919.

Mr. George R. Kline, Miami, Fla.

Dear Sir: -

I have your letter of recent date in regard to the land of Mr. Carl Fisher and enclosing the survey and plat of his land.

As this is a matter which comes under the department of the I. I. Board, I am referring same to the Secretary for attention.

With best wishes and hoping you will receive the deeds in due time, I am,

Yours very truly,

00 Governor.

C-D.

Governor Catts was called away from office before signing above letter dictated by him.

Mr. marchlie Deda Ser -I allow a liter from . An Otto which to suf upsuden,to doubt the deid mis the along in a few days -I have mugerus mig file in the mother but and get it soon shand to your o han in importante sacalles at 1 yom that requires Any adultion I as the letter genses are presund at will be UR to let un engagement Jo to acortico Trener. Upres 0

m. mallie .. Dechi Ser -I allow a little from Francette which to seef expanding no doubt the deed mis the along in a five day of -A how museuced mig file in the mother but me get it stow thand to give 2 I have the supportant succes at 1 yom the negrares Any usuale I as the letter games are presume at will be UR to let un buggement Jo to unother These · · · Uling

		FORM 1200
CLASS OF SERVICE DESIRED	WECTERN INION	Receiver's No.
Fast Day Message	Wester Union	
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Night Message		Check
Night Letter	TEIEDAM	
Patrens should mark an X oppo site the class of service desired OTHERWISE THE TELEGRAN WILL BE TRANSMITTED AS FAST DAY MESSAGE.		Time Filed

GRK/mrb 10:00 AM February 20 1919

Prepaid - Charge te Carl G. Fisher

SECRETARY OF I. I. BOARD Tall abasace, Flerida.

PLEASE ADVISE BY WIRE WHEN I CAN EXPECT DEED FROM I. I. BOARD TO MR CARL G. FISHER COVERING THE FIVE ACRES IN BISCAYNE BAY REFERRED TO YOU BY GOVERNOR CATTS

(Signed) George R. Kline

April 2nd, 1919.

Secretary of State, Tallahassee, Florida.

Dear Sir :

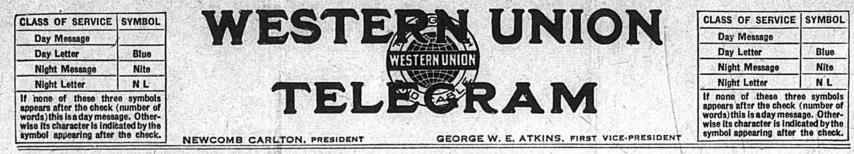
Will you kindly send us that section of the General Statutes of Florida of 1906 - #1015 - which relates to the purchase of street railways and other public utilities.

Yours very truly,

THE ALTON BEACH REALTY CO.

JIDIOD:R

Por



RECEIVED AT 405 TWELFTH STREET, MIAMI, FLA. ALWAYS OPEN.

A445J 8 1 EXTRA

TALLAHASSEE FLO 401P 8

GEO R KLINE 361

MIAMI FLO

DEED TO FISHER MAILED FIDELITY BANK TODAY

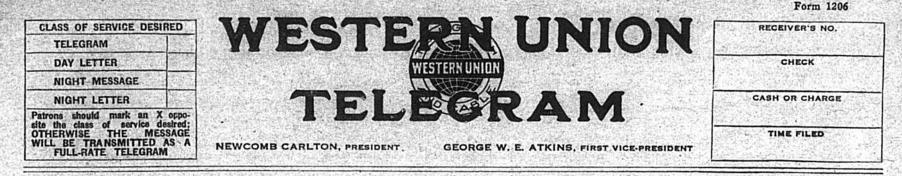
. J STUART LEWIS.

SECTY.

1919 APR 8 RM 5

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cIndianapolis, Indiana. May 23, 1919

J. S. Lowis, Secretary

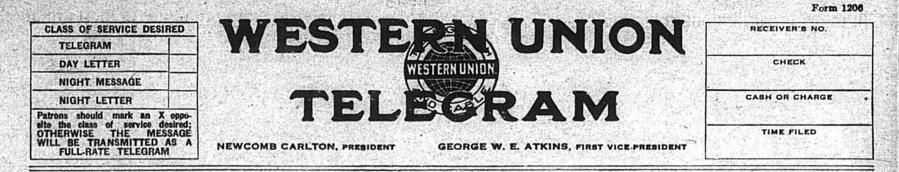
I. I. Board,

Tallahassee, Florida

Will be in Tellahassee Monday morning Appreciate interview on important subject

J. H. MODUFFEE

11 Pd. Chg. Chg. Carl G. Fisher 4:45 PM



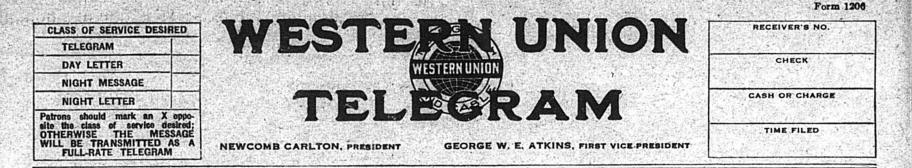
June 23rd, 1919.

J. Stewart Lewis, Secretary, I. I. A. Beard, Tallahassee, Florids.

While at Tallahassee your Board advised mo they expected to send a Committee to Mismi to look over the Minmi Beach Bay Shore proposition. Please wire me what date has been set for this trip.

> J. H. MoDuffee. care Carl G. Fisher.

Prepaid. Chg. Carl C. Fisher personal account.



> Mr. J. Stewart Lewis, o/o I. I. Board, State Capitol, Tallahassee, Florida.

Would appreciate answer to my wire of Monday.

J. H. McDuffee. care Carl G. Fisher.

June 25th, 1919.

STRAIGHT TELEGRAM Chg. Carl G. Fisher. J. STUART LEWIS, SECRETARY

F. C. ELLIOT, CHIEF DRAINAGE ENGINEER

SIDNEY J. CATTS, GOVERNOR EX-OFFICIO PRESIDENT

F. C. ELLIOT, CHIEF DRAINAGE ENGINEER GLENN TERRELL, SPECIAL COUNSEL TRUSTEES of THE INTERNAL IMPROVEMENT FUND^{VAN} C. SPERINGEN. Artorney Greral

AND

BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

OF THE STATE OF FLORIDA

TALLAHASSEE, FLORIDA, August 16, 1919.

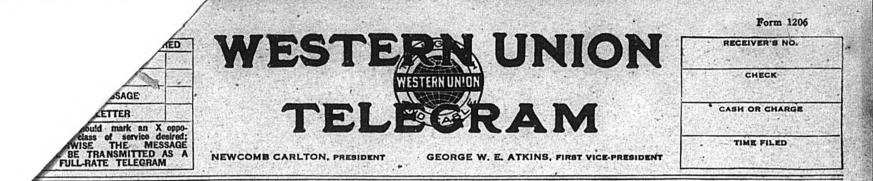
Mr. Carl G. Fisher. 434 North Capitol Avenue, Indianapolis, Indiana.

Dear Sir:-

L-h

Mr. J. H. McDuffie was here on the 12 of August and submitted your bid for five submerged tracts of land in Biscayne Bay, Dade County, Florida, which bid was accepted by the Trustees. the purchase price of the said lands being \$14,040.00, of which \$1,000 accompanied the bid and is on deposit in this office. Mr. McDuffie did not advise me before he left where you want the deed sent or what arrangement for the payment of the balance of \$13,040.00 had been made. Check for this amount can be sent to this office and deed will be forwarded to you or deed with sight draft for said amount can be forwarded, as you may direct.

Yours truly.



> J. Stmart Jewis. Secretary Internal Improvement Board, Tallahassee, Florida.

Please send dood referred to in your letter of sixteenth to me in care Fletcher American Hational Bank this city draft attached. Letter confirming.

Carl G. Fisher.

Angust 20th, 1919.

Prepaid.

Straight Telegram.

August 20th, 1919.

Mr. J. Stuart Lewis, Secretary, Internal Improvement Board, Tallahassee, Florida,

Dear Sår :

LLOWIN

ATED MESSAC

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or the non-delivery, of the nerby valued, unless a creatto be paid based on such value ar Company when necessary to rear commile of such office in other eitice pass, as his agent and at his expense.

ne mile of such office in other cities sat, as his agent and at his expense, ar, and if a message is sent to such within sixty days after the message

In confirmation, following is telegram sent

you yesterday in reply to your letter of August 16th :

"Please send deed referred to in your letter of August sixteenth to no in care Fletcher American National Bank, this sity, draft attached. Letter confirming." (signed) Carl C. Fisher.

Yours very truly,

CCF:R

August 28th, 1919.

Hr. William A. MoRae, Department of Agriculture, Tallahassee, Vlorida.

Dear Mr. McRae :

I have yours of the 32nd : I have several friends the have always contended that there is a possibility of oil in Florida.

We have at the present time a very good well drilling outfit at Miami on our property there, with which we have been drilling wells for water, but I doubt if this outfit could go deep enough for cil. ¹ will write down there, however, and find out whether it would be mitable for cil drilling. If so, we haven't any particular use for this well driller right now and we might send it up to northern Florida and sink a well.

I have a friend who owns some 7500 acres south of Tallahassee and he told me that he thot there was oll in that district.

It seems to me that your best bet is to go out and get a sixty day option on some oil leases and have these all sewed up and ready to sell or sublease to some other developer.

I will turn your letter over to Mr. Jake Noble who has formerly been with the Prest-O-Lite Company and who has interested himself in eil in southern Indians - and quite possibly he will want to go into the thing. He is a very realiable fellow, well fixed, and has been successful in eil - and you two might work together to good advantage. It would give you a chance to make your share of the profit by securing leases.

Thanks for sending this letter to me. Will write you later.

CCF.R

Yours very truly.

The Prest-O-Lite Co., Inc.

42N ST.BUILDING, NEW YORK-INDIANAPOLIS, INDIANA PREST-O-LITE DISSOLVED ACETYLENE PREST-O-LITE STORAGE BATTERY PRESSED SPUN AND DRAWN STEEL SHAPES

INDIANAPOLIS Sept. 9, 1919

Personal

Mr. Carl G. Fisher N. Capitol Ave. Indianapolis, Ind.

Dear Carl:

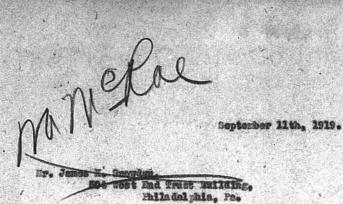
I just returned from a three weeks' vacation and find your letter about Florida Oil.

I am returning Mr. McRay's letter. I am not in position to take up much more acreage than I have at present. Just recently I closed for 10,000 Acres where they get the big stuff and will not be in position to take on more acreage until my drilling operations allows me to dispose of a good part of what I have now. Outside of this I would not be interested now except to survey the territory for a one-sixth royalty and all expenses in making the survey.

With best wishes, I am,

Yours very truly, moos

J.M.Noble CM-17



Replying further to your favor of Angust 22nd : I sent this latter to Mr. Noble who advises no that he has just closed a large lease at Toxas and would not be interested in anything further at this time.

I am forwarding your latter, however, to in. James H. Snowdon, a personal friend of fine, who has made quite a success of oil in Toxas and Maxico. Wr. Snowdon, as you probably remember, is a howy investor in Himi Jondh property.

I don't know how much he is interested in cil now but an roing to write him anyony. Aside from Mr. Snowden, I cannot think at this time of any other responsible person when I can take this matter up with.

Will advise you later.

Yours very traly.

COF:R

THE ALTON BEACH REALTY COMPANY OCEAN AND BAY FRONT PROPERTY

MIAMI BEACH, FLA.

Address all communications to the Company

and the second second

FH-9-W-10-27-20

Oct. 27, 1920.

The state of the second state of the second

Mr. Carl G. Fisher, 434 N. Capitol Ave., Indianapolis, Ind.

Dear Mr. Fisher :-

In this morning's mail I received a letter from Mr. Pancoast, copy of which is attached. I immediately got in touch with Mr. Brown and we have gone into this matter quite thoroughly.

Summarized the situation is this. The Chamber of Commerce refer to submerged land lying between the Municipal channel on the North, the F. E. C. channel on the South, the P. & O. basin on the West, and the Government Cut on the East. Their object is, of course, apparent. They desire to protect the City of Miami against the possibility of anyone building up this submerged land, purchasing same. and thus preventing the widening of the channel leading to the Municipal Docks. Of course this is just one more step to prevent the building of a bridge, but in any event I don't see that we are any worse off than we were before they passed their resolution. Mr. Brown says that in his study of the general conditions, and this situation in particular, he finds that the Internal Improvement Trustees, while claiming ownership to all submerged land, have never taken any action to prevent the removal of or the relocating or lowering the surface of that submerged land, but immediately any action takes place which brings this submerged land above the surface of the water in the form of an island, etc. then they immediately exercise their jurisdiction and control and in the event that such land is desired by anyone they consider applications for purchase.

It would, therefore, appear that the resolution passed by the Chamber of Commerce will not in any way interfere with either your present or future plans provided the Internal Improvement Trustees do not change their present attitude in connection with matters of this character. The dredging permit which we have requested, and which is now being considered by the Government (and which we believe will receive favorable action) contemplated the removal of a portion of this area referred to in the Chamber of Commerce resolution and thus following out precedent heretofore established by the Internal

Oct. 27, 1920.

Mr. Carl G. Fisher - 2

Improvement Trustees. There appears to be no reason to assume that they will change front and offer any objection to the removing and placing of this material in line with our request for permit.

In connection with this matter Mr. Brown states that while no action has ever been taken by the Internal Improvement Trustees relative to such dredging material as has been moved from the bottom of the Bay to some other location, as for instance along the Bay front where The Flamingo Hotel, Talbot's house, etc. are now located, it has for some time been a matter of conversation as to whether or not that particular land is State land or private property, and having this in mind he has from time to time prepared maps showing the original shore line, together with such improvements and additions as have been made, and as these maps have been continued and kept up to date he has in his possession absolute and correct record of the original shore line as against the present shore line. This information may be most valuable at some future date in the event that the question ever arises as to whether or not the State has right of ownership.

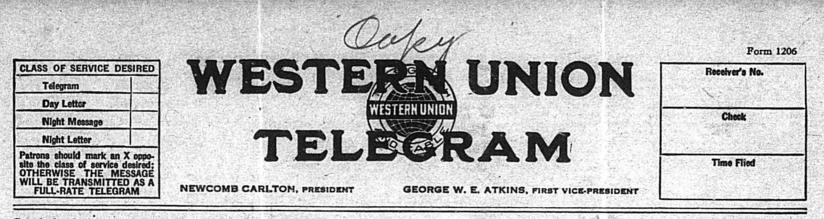
As it stands today it does not appear. that the action and resolution of the Chamber of Commerce has or will have any effect upon the developement as you have now planned it. Mr. Brown states that the harbor commission, consisting of the Mayor of Miami Beach and himself, and the Mayor of Miami and Councilman Hunter, representing the City of Miami, and yourself, are in-active and that consequently nothing has been done in preparing plans for a complete port developement. I mention this only that yourasttention may be called to it, and particularly having in mind that if there appeared to be some activity on the part of this commission that it might result in diverting the attention of the Chamber of Commerce - by that I mean Sewell - from the narrower minded methods which now prevail and broaden his vision sufficiently so that he will view this proposition in a broad way. This will at least give him the opportunity of bringing more glory to himself because he can then say that as a result of his efforts he has stirred up the port commission to action, whereas prior to this time they have remained dormant. All Sewell wants is to be in the lime-light. However, this is something which you can best determine, and I am offering it

Mr. Carl G. Fisher - 3

Oct. 27, 1920.

only as a suggestion so that you may consider it and give it such attention as you think best.

Yours very truly, RAdaming O



> Glenn Terréll, Tem Campbell, Ben. Willard, Lenator Lindsay, Tallahassee. Fla.

We are the ewners of about twenty miles of waterfront on ecean and bay and have spent several million dollars in its development and while we would prefer a few slight changes in the Lindsay bill and some modifications in the wording so as to make the intent a little more clear we declare ourselves unqualifiedly in favor of the Lindsay Bill as against the Butler Bill, which latter is in our opinion extremely dangerous and should be killed. Letter follows.

May 2. 1921.

Alton Beach Realty Company, Miami Ocean View Company, Miami Beach Improvement Company, Bay Biscayne Improvement Company. Miami Beach Bay Shore Company. Glenn Terrill, Thomas Campbell, Ben. Willard, Hon. Ben. Willard, Tallahassee, Fla.

Dear Sir:-

In accordance with telegram sent you today, this letter is sent you to follow up this telegram and to make suggestions as to a few changes, which we would like to see incorporated in the Lindsay Bill, and also to express our criticians concerning the Butler Bill.

May 2, 1921.

Extra Copy

We would like to see the Lindsay Bill smended so as to give the owners of unimproved property the right to purchase submerged land out to the established bulkhead line at a nominal consideration as the owners of improved land have the right to do under this bill. We would also like to have the wording of the bill changed so that the owner of upland is assured that no sales of submerged land could be made in front of his property, so that his access to and from the channel be obstructed. While we believe that the bill as written provides for protection to the owner of upland in accordance with the above, yet there has been some thought that the wording of the bill was not sufficiently clear in this respect, and therefore, might give rise to a question in this connection.

We believe also that an upland owner should be afforded protection against the sale of any submarged land lying in front of his property and beyond the channel, wherein the channel runs close to the upland, so that the owner of the upland has unobstracted view across the water for a reasonable distance, and the bill as now written would make it possible for the State to sell submarged land lying immediately in front of upland owner, provided a channel intervenes.

Our serious objection to the Butler Bill is that if it passes, the result will be a very irregular water front improvements, depending upon the distance to the channel in front of each owner's property, and there are immunerable instances where such a condition would pocket certain upland owners where the submerged land extends but a short distance to the channel, and where by reason of irregularity of the channel adjoining the property owners submerged land extends for a considerable distance.

As wired you, we are unqualifiedly in favor of the Lindsay Bill as it now stands against the Butler Bill as it now stands, but in the event that neither bill passes in its present form, we would like very much to see the suggestions as outlined above incorporated in a new bill along the lines of the Lindsay Bill.

By

Yours very traly, THE ALTON REACH REALTY COMPANY, THE MI ALL OCE AN VIEW COMPANY, THE MI ALL BEACH HEROVENISHT COMPANY, THE BAY BISCATHE IMPROVENISH COMPANY, THE BAY BISCATHE IMPROVENISH COMPANY, THE BAY BISCATHE IMPROVENISH COMPANY,

JHNOD: A

June 27, 1921.

Mr. C. G. Fisher:-

Herewith brief containing complete information concerning the purchase of the property upon which the power plant is located.

Yours truly,

JHM/Z

On November 12, 1918, the trustees of the Internal Improvement Fund of the State of Florida sold to George R. Kline the first parcel of land south of the causeway containing 5.26 acres, the price being \$1.000 per acre.

In February, 1919, I was instructed to investigate the reason why deed for this property had not been received, and investigation disclosed that an improper description had been written. This was then corrected, proper description furnished, and on February 21st, 1919, deed was issued to Carl G. Fisher covering this property the description being shown on exhibit "A" attached hereto.

In May, 1919, I arranged with the trustees of the I. I. Fund to advertise the second tract south of the causeway containing 4.8 acres, and this property being properly advertised according to law in the Miami Herald, was sold to the Alton Beach Realty Company at \$1,000 per acre, and deed issued by the trustees of the I. I. Fund on July 7, 1919. Description of this tract attached hereto marked exhibit "B."

Following the council meeting of the Miami City Council at which Mr. Fisher was present during April, 1920, I was instructed to arrange with Mr. S. P. Robineau, city attorney of Miami, to call upon the trustees of the I. I. Fund for the purpose of straightening out the over-lapping of deeds covering a portion of this property, as the City of Miami had claimed that they had a prior deed from the trustees for a strip of land which over-lapped the above described property.

I called upon Mr. Robineau and went over very thoroughly the records which he had in connection with the entire matter, and discovered that the wording of the quit claim deed which the city of Miami had from the trustees did not contain the usual terms of the deeds issued by the trustees wherein it is outlined that the property deeded had been properly advertised according to law.

In making an investigation as to whether this strip quit claimed to the city had been properly advertised. I found that it had not been, and further found that the quit claim deed had been granted to the city for the purpose of facilitating the digging of the city channel and the depositing of the spoil taken therefrom, and it was very evident from the records of the minutes of the meeting of the trustees at the time it was decided to issue this quit claim, that it was not the intention of the trustees to grant an absolute deed to the property, as it was specified clearly that in the event after the improvement had been complete, the property then came within the class effected by the provisions of chapters 6451. Acts of 1913, laws of Florida, trustees would then offer the property for sale to the city of Miami. Exhibit "C" attached hereto is a copy of the meeting of the trustees dated December 14, 1915 which outlined their action in accordance with the above. It was very apparent after calling these matters to the attention of Mr. Robineau that he had not been aware of the exact situation, - and when we went to Tallahassee, we talked the matter over on the train and he agreed that in his opinion we would have no difficulty in establishing our right to the property, and that about the only thing he could do in Tallahassee was to get the trustees to grant the city something in return for the apparent error which they had committed in not giving the city first right to purchase the property in accordance with the option which he felt they had through the terms of the quit claim deed.

-2-

Upon taking the matter before the trustees, the latter held that the city had no claim whatever to the property, taking the position. that the advertisements which had been run in connection with the sale of the two parcels above mentioned was legal notice to the city of the intention of the trustees to sell the property, and that insemuch as the city did not bid that they waived their right to the option, and therefore, the trustees hold that they had a perfect right to sell the property as advertised.

The trustees, however, offered to quit claim to the city of Miami a strip across the bay approximately 300 ft. in width running adjacent to the city channel and south thereof, this for the purpose of widening the city channel in the event the city decided to do so, and they further agreed to give an absolute deed to the city for that section within the city limits of Miami previously covered in the quit claim to the city, of the strip running across the bay.

Since this conference with the trustees, I have had no further connection with the matter, and do not know what has happened since that time. Below is a copy of the deed from the Trustees of the I. I. Fund

as recorded in Deed Book 187, Page 345,

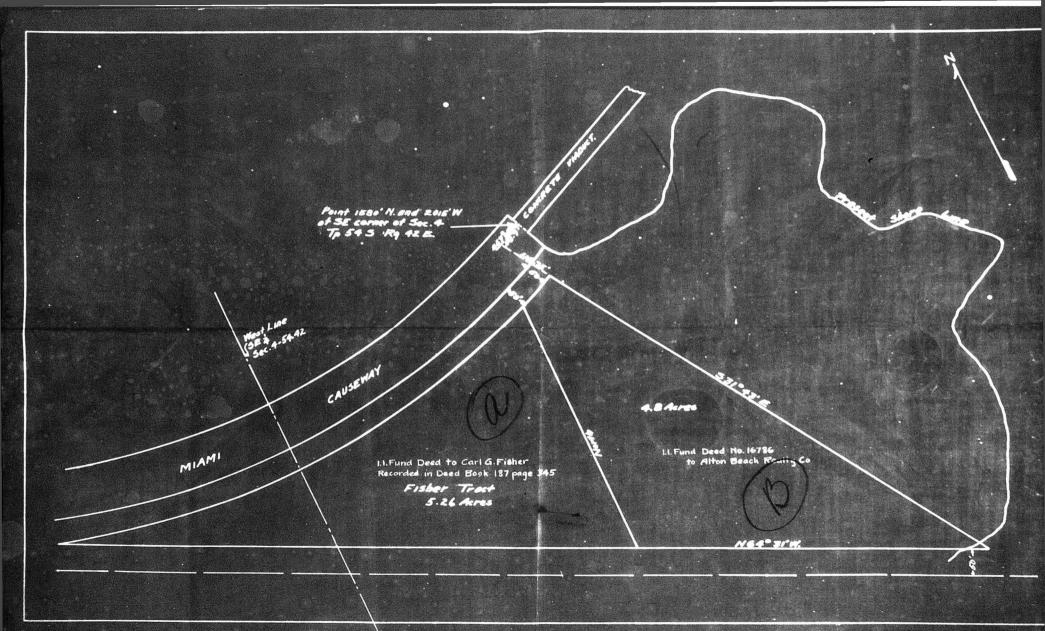
Dade County Records.

That tract lying and being in Dade County, Florida, in the west half of the southeast quarter and theeast half of the southwest guarter of Section 4-54-42, more particularly described as follows: Commence at a point 1580 feet North and 2015 feet West of the Southeast, corner of said Section 4 particularly defined as being at the center line of the road-way of the Miami Causeway concrete viaduct and the face of the adjoining concrete parapet, thence south 22055' E. 114 Feet; thence southeasterly along a line parallel to and 50 feet from the south line of said Causeway for a distance of 120 feet. for a point of beginning of said tract: Thence westerly a long a line parallel to and 50 feet from the south line of Thence westerly a-Causeway 1100 feet to point 50 feet at right angles from the North edge of City Channel; thence South 64031 Eparallel to and 50 feet North of the edge of the City Channel. Thence North 544 feet to point of beginning above described. containing 5.26 acres, more or less.

6

This description is a copy of the deed of the Trustees of the I. I. Fund to the Alton Beach Realty Company; Internal Improvement Deed No. 16786.

Commence at a point 1580 feet North and 2015 Feet West of the Southeast corner Section 4-54-42, said point being in the intersection of the Miami Causeway with the concrete viaduct and run thence South 67°05' West 58.7 feet; thence South 31°43' East 115.35 feet to the point of beginning; run thence South 31°43' East 1032.6 feet to a line parallel to and 50 feet Northeast of the northerly bottom edge of the City Channel; thence North 64°31' West 698.2 feet along said line to the corner of Fisher Tract; thence due North 544 feet to a curved line parallel to and 50 feet South of Miami Causeway; thence in a northeasterly direction said curved line 78.6 feet to the point of beginning, containing 4.9 acres, more or less, and lying and being in Section 4-54-42 of Dade County, State of Florida.



Point 1580' N. and 2015' W of SE corner of Soc. 4 _____ Tp 54 5 Kg 42 E.

CAUSEWAY

Meat - 54.92 138 3 4-54.92 1 5ec. 1

IAMI

4.8 Acres

I.I.Fund Deed to Carl G.Fisher Recorded in Deed Book 187 page 345

Fisher Tract 5.26 Acres I.I. Fund Deed No. 16786 to Alton Beach Routing Co.

N64° 31'W.

J. STUART LEWIS, SECRETARY

F. C. ELLIOT, CHIEF DRAINAGE ENGINEER

GLENN TERRELL, SPECIAL COURSEL J. C. LUNING, TREASURER W. A. MCAR, COM'R & SALESKAN TRUSTEES OF THE INTERNAL IMPROVEMENT FUND RIVERS H. BATCHER ATTORNEY GENERAL

BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

OF THE STATE OF FLORIDA

TALLAHASSEE, FLORIDA,

June 23, 1921;

Mr. J. H. McDuffee. Fisher Automobile Company. 434-442 North Capitol Boulevard. Indianapolis, Indiana.

Dear Sir:-

In reply to yours of the 18th will say that on November 12, 1918 the Trustees of the Internal Improvement Fund sold a submerged tract in Biscayne Bay, Dade County, Florida, lying between the Miami Causeway and Municipal Channel, being the E_2^1 of SE_4^1 and W_2^1 of SE_4^1 of Section 4, Township 54, Range 42, containing 5.26 acres, to George R. Kline for \$1000.00. per acre. This advertisement was run prior to the sale in the Miami Metropolis, a newspaper published in Dade County, as required by law, and an objection was filed and deed issued on February 21; On July 7, 1919 a submerged tract of land lying in 1919. Biscayne Bay, Dade County, Florida, between the Miami Causeway and Municipal Channel, situated in W2 of SE4 of Section 4, Township 54, Range 42, containing 4.8 acres, was sold to the Alton Beach Realty Company, and the same was advertised prior to the sale, as required by law, in the Miami Herald, a paper published in Dade County, and the price received for both these tracts was \$1000.00 per acre.

Yours very truly.

Secretary

JSL:D.

CARY A. HARDEE, GOVERNOR EX-OFFICIO PRESIDENT ERNEST AMOS. COMPTROLLER Registered Engineer State of Florida Member American Association of Engineers Member Florida Engineering Society

W. E. BROWN Civil and Landscape Engineer miami beach. fla. June 23, 1921

CHIEF ENGINEER: Alton Beach Realty Co. Miami Beach Bay Shore Co. Peninsula Terminal Co.

> Mr. J. H. McDuffde, 434 North Capitol Boulevard, Indianapolis, Ind.

Dear Sir:-

Your letter of June 18 received in this mornings mail. Your request is not very definite; that is, I am not sure as to exactly what you mean by "copies of whatever you have in connection with the purchase of the two parcels upon which the power plant and Peninsula Terminalddocks are located", but I assume that you mean maps and descriptions of the purchases from the I. I. F. Board.

Accordingly, enclosed you will find descriptions taken from the deeds and two blue prints of the tracts of land transferred by the deeds.

Yours very truly,

WEBour

WEB: RB.

J. STUART LEWIS, SECRETARY

F. C. ELLIOT, CHIEF DRAINAGE ENGINEER

GLENN TERRELL, SPECIAL COUNSEL



CARY A. HARDEE, GOVERNOR EX-OFFICIO PRESIDENT ERNEST AMOS, COMPTROLLER J. C. LUNING, TREASDRER W. A. MCRAE, COMP & SALESMAN TRUSTERS & BOARD OF CONPS DURING M. DURGAD TRUSTEES OF THE INTERNAL IMPROVEMENT FUND RIVERS H. BUFORD, ATTORNEY GENERAL

AND BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

OF THE STATE OF FLORIDA

TALLAHASSEE, FLORIDA,

September 19, 1921.

Mr. J. H. McDuffie, Fisher Automobile Company, 434-442 North Capitol Boulevard, Indianapolis, Indiana.

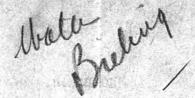
Dear Sir:-

Your letter requesting the advertisement of a small tract of land in Biscayne Bay, has been received, which I acknowledged.

The Trustees being members of the Pardon Board have had their entire time occupied for the past week and it was impossible to get action on the matter until Saturday. I will advertige the tract during the coming week; the sale to be sometime in October. This advertisement will be carried in the Miami Herald.

Yours very truly, Secretary

JSL:D.



NOTICE.

Tallahassee, Florida, September 19, 1921.

Notice is hereby given that the Trustees of the Internal Improvement Fund of the State of Florida, will hold a meeting at 11 o'clock A. M. Saturday, October the 22nd, 1921 for the purpose of sonsidering the sale of a submerged tract of land situated in Dade County. Florida, located in Section 4. Township 54 South. Range 42 East, described as follows:

A strip of land 50 feet wide, parallel with and South of the southerly line of the Miami Causway and extending about 1200 feet westerly from a line about 2000 feet West of the East line of Section 4. Township 54 South, Range 42 East, and containing 1.4 acres. more or less.

This notice is published in compliance with Section 1062. Revised General Statutes of the State of Florida, that any person or persons who may have objections to said sale may have an opportunity to present same as therein described.

Bids for above land will be received at Tallahassee until 11 o'clock A. M., Saturday, October the 22nd, 1921.

Certified check for \$200.00 must accompany all bids. Terms Cash. The right to reject any and all bids is reserved.

By order of the Trustees of the Internal Improvement Fund of the State of Florida.

CARY A. HARDEE GOVERNOR.

ATTEST:

J. STUART LEWIS,

SECRETARY.

October 13th, 1928.

Trustees of the Internal Improvement Fund, Tallabasses - Florida.

Contlomon :

We beg to herewith enclose you certified check for Two Hundred (\$200.00) Dollars to apply on our bid of One Thousand (\$1000.00) Dollars per more on that parcel of Land described in your notice dated September 19th, offered for onle in Biscopne Bay, and advertised for sale as of October 22nd, 1921; the total entropy in this percel being one and fourtenths (1-4/10) entropy. Our bid is One Thousand Four Hundred (\$1,400.00) Dollars, the balance to be paid upon delivery of the usual deed at any bank in Himmis.

This letter is to further advise you that we, being owners of the property, object to the sale of the advertised parcel to any other parties than ourselves, for the following reasons :

In the original purchase we were supposed by all parties on our side of the contrast and all parties on your side of the contrast to purchase that land between the Cansoway and the channel from your Board, and only errors in the description have caused this confusion. Even the you should receive bids in excess of the sum we are offering for the land, which is the same price we paid for the adjatent land, if you should accept same you would be doing us a treasndous injustice in selfing us a place of land without entrance and not according to the original intentions of the sale.

Acting in good faith with your Board we have expended over \$900,000.00 on this parcel of land in improvements, in power plents, office buildings, street car stations, dredging operations, in building a dock, Steamship Terminal, oil tanks, etc. Heedless to say, the sale of this property to others than ourselves will cause us a great deal of confusion and everlasting litigation.

We would appreciate a telegram from you immediately after you hold your meeting on the 22nd, advising us of the action of your Board in connection with this matter.

Yours very truly.

Indianepolis Office. 729 N. Capitol Avenue.

Trustees of the Internal Improvement Fund, Tallahassee, Florida.

Gentlemon :

We beg to herewith enclose you certified check for Two Hundred (\$200.00) Dollars to apply on our bid of One Thousand (\$1000.00) Dollars per as so on that parcel of land described in your notice dated September 19th, of ered for sale in Bissayne Bay, and advertised for sale as of October 22nd, 1921; the total acreage in this parcel being one and fourtenths (1-4/10) acres. Our bid is One Thousand Four Hundred (\$1,400.00) Dollars, the balance to be paid upon delivery of the usual deed at any bank in Miami.

This letter is to further advise you that we, being owners of the property, object to the sale of the advertised parcel to say other parties then ourselves, for the following reasons 1.

In the original purchase we were supposed by all parties on our side of the contrast and all parties on your side of the contrast to purchase that land between the Causeway and the channel from your Board, and only errors in the description have caused this confusion. Even the you should receive bids in excess of the sum we are offering for the land, which is the same price we paid for the adjacent land, if you should accept same you would be doing us a tremendous injustice in selling us a piece of land without entrance and not according to the original intentions of the sale.

Acting in good faith with your Board we have expended over \$900,000.00 on this parcel of land in improvements, in power plants, office buildings, street car stations, dredging operations, in building a dock, Steamship Terminal, oil tanks, etc. Needless to say, the sale of this property to others than ourselves will cause us a great deal of confusion and everlasting litigation.

We would appreciate a telegram from you immediately after you hold your meeting on the 22nd, advising us of the action of your Board in connection with this matter.

Very traly yours.

By By

THE ALTON BEACH REALTY COMPANY

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CARL G. FISHER INDIANAPOLIS AND MIANI BEACH, FLORIDA

October 13th, 1921.

stees of the Internal Improvement Fund, Tallahassee - Florida.

Gentlemen :

We beg to herewith enclose you certified check for Two Hundred (\$200.00) Dollars to apply on our bid of One Thousand (\$1000.00) Dollars per acre on that parcel of land described in your notice dated September 19th, offered for sale in Biscayne Bay, and advertised for sale as of October 22nd, 1921; the total acreage in this parcel being one and fourtenths (1-4/10) acres. Our bid is One Thousand Four Hundred (\$1,400.00) Dollars, the balance to be paid upon delivery of the usual deed at any bank in Miami.

This letter is to further advise you that we, being owners of the property, object to the sale of the advertised parcel to any other parties than ourselves, for the following reasons :

In the original purchase we were supposed by all parties on our side of the contract and all parties on your side of the contract to purchase that land between the Causeway and the channel from your Board, and only errors in the description have caused this confusion. Even the you should receive bids in excess of the sum we are offering for the land, which is the same price we paid for the adjacent land, if you should accept same you would be doing us a tremendous injustice in selling us a piece of land without entrance and not according to the original intentions of the sale.

Acting in good faith with your Board we have expended over \$900,000.00 on this parcel of land in improvements, in power plants, office buildings, street car stations, dredging operations, in building a dock, Steamship Terminal, oil tanks, etc. Needless to say, the sale of this property to others than ourselves will cause us a great deal of confusion and everlasting litigation.

We would appreciate a telegram from you immediately after you hold your meeting on the 22nd, advising us of the action of your Board in connection with this matter.

Yours very truly,

October 13th, 1921.

Trustees of the Internal Improvement Fund, Tallahassee - Florida,

Gentlemen :

We beg to herewith enclose you certified check for Two Hundred (\$200.00) Dellars to apply on our bid of One Thousand (\$1000.00) Dellars per agree on that parcel of land described in your notice dated September 19th, offered for sale in Biscayne Bay, and advertised for sale as of Ostober 22nd, 1921; the total agreege in this parcel being one and fourtenths (1-4/10) agrees. Our bid is One Thousand Four Hundred (\$1,400.00) Dellars, the balance to be paid upon delivery of the usual deed at any beak in Miami.

This letter is to further advise you that we, being owners of the property, object to the sale of the advertised parcel to any other parties than ourselves, for the following reasons :

In the original purchase we were supposed by all parties on our side of the contrast and all parties on your side of the contrast to purchase that land between the Canseway and the channel from your Board, and only errors in the description have caused this confusion. Even the you should receive bids in excess of the sum we are offering for the land, which is the same price we paid for the adjacent land, if you should accept same you would be doing us a tremendous injustice in selling us a piece of land without entrance and not according to the original intentions of the sale.

Acting in good faith with your Board we have expanded over \$500,000,000 on this parcel of land in improvements, in power plants, office buildings, street car stations, dredging operations, in building a dock, Steamship Terminal, oil tanks, etc. Heedless to say, the sale of this property to others than ourselves will cause us a great deal of confusion and evorlasting litigation.

We would appreciate a telegram from you immediately after you hold your meeting on the 22nd, advising us of the action of your Board in connection with this matter.

Yours very truly.

FRANKO. VAN DEREN, Secretary

CARL G. FISHER, President

THE ALTON BEACH REALTY COMPANY OCEAN AND BAY FRONT PROPERTY

OFFICE: MIAMI AVENUE and LINCOLN ROAD Address all communications to the Company

MIAMI BEACH, FLA.

Indianapolis Office, 727 N. Capitol Avenue.

October 13th, 1921.

Trustees of the Internal Improv. Fund, Tallahassee, Florida.

Gentlemen:

We beg to herewith enclose you certified check for \$200.00 to apply on our bid of \$1,000.00 per acre on that parcel of land described in your notice dated September 19th offered for sale in Biscayne Bay, and advertised for sale as of ⁰ctd er 22nd, 1921.

The total acreage in this parcel being one and four tenths acres (1-4/10). Our bid is \$1,400.00, the balance to be paid upon delivery of the usual deed at any bank in Miami.

This letter is to further advise you that we, being the owners of the ajoining property, object to the sale of the advertised parcel to any other parties than ourselves and we trust that even though you receive bids in excess of that offered by us that all such bids be rejected and that ours be accepted.

We would appreciate a telegram from you immediately after you hold your meeting on the 22nd advising us of the action of your Board in connection with this matter.

Yours very truly,

ALTON BEACH REALTY CO.

JHMc/M

October 13th, 1921.

Mr. S. P. Robineau, Miami, Fla.

Dear Sir:

JHDie M

You will recall that upon our visit to Tallahassee, an agreement was entered into wherein the City of Miami would give to the Alton Beach Realty Company, or to Carl G. Fisher, a Quit Claim deed to that portion of the so called Causeway property, purchased by the Alton Beach Realty Company and Carl G. Fisher from the Trustees of the Internal Improvement Fund of the State of Florida, which was previously quit-claimed to the City of Miami by the Trustees of the Internal Improvement Fund, for the purpose of depositing spoil in the excavating of the City Channel.

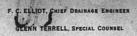
Up to the present time there has been nothing done in connection with the fulfillment of this agreement and inasmuch as it is necessary that this point be clearedd up, and a so that another City Attorney has been appointed, I feel that it is up to you to go before the City Council with the recommendation that this (uit Claim be prepared and delivered without further delay.

Tructing, therefore, that you will give this matter your early attention and that you will communicate either with me or with Mr. Fisher, reporting progress, I remain

Yours sincerely, .

ALTON BEACH MEALTY CO.

J. STUART LEWIS, SECRETARY



TRUSTEES OF THE INTERNAL IMPROVEMENT FUND AND

BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

OF THE STATE OF FLORIDA

TALLAHASSEE, FLORIDA.

October 26, 1921.

Mr. Carl G. Fisher, 729 North Capitol Avenue, Indianapolis, Indiana.

Dear Sir:-

The land advertised in Dade County containing 1.4 acres was sold to the Alton Beach Realty Company upon payment of balance of \$1200.00, the price being \$1000.00 per acre. Mr. Brown representing your Company was present at the sale and I was under the impression that he had advised you of the result. The Chief Drainage Engineer is checking the description and the deed will be properly drawn covering the land.

Yours very truly,

Secretary

JSL:D.

Indianapol s, Ind., 729 North apitol Ave.

October 291 h, 1921.

J. Stuart Lewis, Secretary, Trustees of the Internal Improv. Fund, Tallahassee, Florida.

My dear Sir:

.18w1 . ablurator

I have your letter of the 26th and also your wire of the 24th, advis ing that this 1.4 acres, or 50' strip, which was omitted from the original deed, had b en sold to the Alton Beach Realty Company for \$1,200.

I am sorry we have all hill bo much trouble in getting this original deer and descrip-tion straightened out properly, and in hopes at this time, everything will be shit the appendix that we will have no further complic it ons.

A STATE OF STATE

I wish to thank your Bo and thru you for the fair and equitable manner in which they have treated our claims.

I am

Yours very truly

THE ALTON BEACH / REAL TY CO.

Pre/ ident.

CGF:M

Indianapolis, Ind., 729 North Capitol Ave.

October 29th, 1921.

J. Stuart Lewis, Secretary, Trustees of the Internal Improv. Fund, Tallahassee, Florida.

My dear Sir:

I have your letter of the 26th and also your wire of the 24th, advising that this 1.4 acres, or 50° strip, which was omitted from the original deed, had been sold to the Alton Beach Realty Company for \$1,200.

I am sorry we have all had so much trouble in getting this original deed and description straightened out properly, and I am in hopes at this time, everything will be ship-shape so that we will have no further complications.

I wish to than, your Board thru you for the fair and equitable manner in which they have treated our claims.

I am

Yours very truly,

THE ALTON BEACH REALTY CO.

Pref ident.

CGF:M