

MEMORANDUM

DATE: June 30, 2014

RE: Botanical Garden Liaison Committee

FROM: Karen DeMaria, Urban Forestry Manager, City of Key West

Below are some notes regarding the Botanical Garden that will be discussed at the July 8, 2014 Tree Commission meeting.

Section 6-200 of the Key West Code of Ordinances states that the responsibilities of the Key West Tree Commission “with respect to the botanical garden, as set forth in chapter 110 of the Code of Ordinances, are hereby delegated to a committee that shall serve as a liaison between the Tree Commission and the botanical garden operator. The committee shall make all permitting decisions with regard to botanical garden applications for planting, transplanting and removal of trees. The committee shall be established and defined in the lease between the city and the operator of the botanical garden.”

The lease agreement executed on May 7, 2007 between the City of Key West and the Botanical Garden has the following statements:

1. Section #4:

The Liaison Committee consists of one member from the Tree Commission (TC) but not the chair and not an employee and one director from the Botanical Garden Board (BG) but not the chairman and not an employee. These two members shall appoint a third member to the Liaison Committee (member of the public). Terms are for one year. If there is a vacancy of the third member, then the Mayor of Key West shall have the right to appoint a person to that vacancy. Each position also is to have an alternate.

The Liaison Committee shall be responsible for all permitting responsibilities under Section 110 of the Key West Code of Ordinances (removal, transplanting and trimming of trees).

Two members attending a meeting is a quorum. A vote is required to be made by the TC representative. There shall also be a chairman who shall keep notes, official records and handle secretarial aspects of the committee. The chair shall file copies of all official reports and documents with the Urban Forester Manager.

All meetings shall be at the botanical garden. Meetings shall be held within 5 business days of an application request for a permit. A 48 hour written notice is required for a meeting which shall be posted at the City Clerk’s Office and the office of the Botanical Garden Society and shall be posted in a timely manner by the Chair. All permits shall be signed by the member representing the Tree Commission.

The committee shall meet quarterly with the TC for the purposes of advising the TC of activities in the garden and receiving advice. Once a year the garden shall file a report with the City Commission advising the Commission of activities in the garden.

In the event the parties determine to terminate the Liaison Committee, then the permitting role of the Key West Tree Commission shall be restored.

2. Section #5:

No less than annually, the BG shall file a husbandry report with the City which shall describe changes to the garden property in the past year and plans for the next year.

Karen DeMaria <kdemaria@keywestcity.com>

FW: Liaison Committee Priorities

Misha McRAE <mmcrae@kwbgs.org>
To: Karen DeMaria <kdemaria@keywestcity.com>

Tue, Jun 17, 2014 at 10:19 PM

Karen

Mary Chandler has noted Audrey Thompson will be the Triad Committee member from the Garden Board.

Sincerely,

Mr. Misha D. McRAE

Executive Director

Key West Botanical Garden Society

5210 College Road

Key West FL 33040

[\(305\) 296-1504](tel:(305)296-1504) ofc.[\(305\) 296-2242](tel:(305)296-2242) fax.

The Key West Botanical Garden Society, Inc. is a registered 501 (c) 3 nonprofit corporation. Donations are deductible under the Internal Revenue Service Code.

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE 1-800-HELPFLA (435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

Garden is publicly owned and operated as a passive, natural resource-based public outdoor recreational site.

From: Mary Chandler [<mailto:maryc47743@gmail.com>]

Sent: Tuesday, June 17, 2014 4:31 PM

To: Misha McRAE; Audrey Thompson

Subject: Re: Liaison Committee Priorities

Bringing in Audrey as the Triad Committee board member.

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Garden is publicly owned and operated as a passive, natural resource-based public outdoor recreational site.

Editor's note—

Section 1 of Ord. No. 06-11, adopted June 6, 2006, added a new Art. IV to read as herein set out.

[Sec. 6-200. - Botanical garden.](#)

Sec. 6-200. - Botanical garden.

Botanical garden.

- (a) There is hereby established the **Key West Botanical Garden**, located on 12.35 acres at 5210 College Road, **Key West**.
- (b) The **botanical garden** shall be operated under lease on a not-for-profit basis. In the event the city of **Key West** shall determine to sell or otherwise convey the property underlying the **botanical garden**, the purchaser shall operate the **garden** consistent with grants obtained by the city for the initial purchase of the "**Botanical Garden Addition**." Revenues generated from the **botanical garden** shall be invested in the continued operation, maintenance and development of the **garden**.
- (c) The prohibition of section 18-87(a) of the Code of Ordinances shall not apply to the sale, possession or drinking of alcoholic beverages upon the premises of the **botanical garden**. This exception shall apply during special events only.
- (d) The responsibilities of the **Key West** Tree Commission with respect to the **botanical garden**, as set forth in chapter 110 of the Code of Ordinances, are hereby delegated to a committee that shall serve as a liaison between the tree commission and the **botanical garden** operator. The committee shall make all permitting decisions with regard to **botanical garden** applications for planting, transplanting and removal of trees. The committee shall be established and defined in the lease between the city and the operator of the **botanical garden**.
- (e) Notwithstanding subsection (d), the operator of the **botanical garden** remains subject to the regulations for the management and maintenance of its trees and vegetation, as set forth in chapter 110 and other applicable regulations of the City of **Key West**. At a minimum, the operator shall employ the arboricultural standards described in chapter 110 of the Code of Ordinances.
- (f) The **botanical garden** shall be open to the public. The operator of the **garden** shall establish hours of operation that balance public access with the protection of the vegetation.

(Ord. No. 06-11, § 2, 6-6-2006)

LEASE AGREEMENT

This Lease Agreement is made and entered into this 7th day of May, 2007 ~~2006~~, by and between the City of Key West, a municipal corporation, ("Lessor"), and the Key West Botanical Garden Society, Inc., a not-for-profit corporation organized under the laws of the State of Florida and a 501 (c)(3) exempt organization ("Lessee").

WITNESSETH

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, real property located in Key West, Florida, hereinafter referred to as the "Premises," and more particularly described in Exhibit "A", attached hereto and made part hereof, subject to the terms and provisions hereinafter set forth. The Premises are located at 5210 College Road on Stock Island, Key West, Florida.

1. Term; Purchase of Premises.

(a) The term of this Lease shall be ten (10) years, commencing as of the effective date of this Lease Agreement. The effective date shall be the date the last party executes the Lease. Lessee shall have a right of renewal in accordance with City of Key West ordinances.

(b) The parties understand and agree that the Lessee is making efforts to raise funds to purchase the Premises from the Lessor. The Lessee shall complete the purchase within twenty-four (24) months from the effective date of this Lease; providing, however, the following understandings: (1) a purchase of the Premises by Lessee is subject to referendum in accordance with section 7.03 of the City of Key West Charter; (2) the City Commission of the Lessor has no obligation hereunder to

sell the Premises or call for a referendum in support of a proposed sale; and (3) pursuant to section 2-931 to 2-937 of the Code of Ordinances, the Lessor makes no guarantee that the Lessee would be the successful bidder of the Premises in the event of voter approval of a sale. To assist the Lessee in its fundraising efforts, concurrent with this lease approval the Lessor's City Commission will adopt a Resolution expressing its intention to authorize a sale of the Premises.

(c) Upon a sale of the Premises to the Lessee, and final execution of all documents of conveyance, this Lease shall expire automatically.

2. Rent.

Lessor and Lessee agree that the Lease represents a public benefit pursuant to Section 2-941(c) of the Key West Code of Ordinances, and therefore the rental amount shall be One Dollar (\$1.00) per year, payable to the Lessor's Finance Department upon each anniversary date of this Lease. Lessee may prepay the rent for all or a portion of the entire term of the lease.

3. Use of Premises.

Lessee shall lease the Premises exclusively for use as a botanical garden and arboretum, providing public access, public recreation, and wildlife habitat. Lessee's use of the premises shall be consistent with those restrictions contained in the Grant Award Agreement between the Lessor and Florida Communities Trust ("FCT") as recorded in Official Records Book 2136, Page 2457, of the Public Records of Monroe County, Florida. Further, Lessee's use of the Premises shall be consistent with those restrictions contained in the Grant of Conservation Easement between the Lessor and the Monroe County Comprehensive Plan Land Authority as recorded in Official Records Book 2136, Page 2469, of the Public Records of Monroe County, Florida. Further, Lessee's use of the Premises shall be consistent the management plan approved by Florida Communities Trust. Finally, Lessee's use of the Premises shall be consistent with City of Key West Ordinance No. 06-11. Copies of these documents are attached hereto, incorporated by reference, and more particularly

described as Exhibit "B", Exhibit "C", Exhibit "D" and Exhibit "E", respectively. Further, Lessee expressly acknowledges the existence of and agrees to abide by the easement in favor of Monroe County for ingress, egress, and the operation of utilities over the property described in Exhibit "F", attached hereto. Further, Lessee agrees to comply with all other applicable laws, codes, ordinances, rules and regulations of Lessor, or other governmental agencies, as existing and as may be promulgated during the term hereof. Lessee shall not use or permit any person to use in any manner whatsoever the property, or the building or improvements hereafter constructed or placed on the leased property, nor any portion thereof, for any purpose calculated to injure the reputation of the Premises or of the neighboring property, nor for any purpose or use in violation of the laws of the United States, or of the State of Florida, or of the Ordinances of the City of Key West, Florida.

4. Liaison Committee.

(a) There is hereby created a City of Key West Botanical Garden Liaison Committee (the "Liaison Committee") for the purpose of overseeing activities at the Premises in conformance with the Lessor's ordinances governing the activities of the Key West Tree Commission, chapter 110 of the Code of Ordinances..

(b) *Members.* The Liaison Committee shall consist of one member who shall be appointed by the Lessor's Tree Commission. That member shall be a Tree Commissioner, shall not be the chair of the Tree Commission, and shall not be an employee of the Lessor. A second member shall be appointed by the Lessee. That member shall be a Director of the Lessee, but shall neither be the Chairperson of the governing board of the Lessee nor an employee of the Lessee. These two members shall appoint a third member to the Liaison Committee. All Liaison Committee members shall have a term of one year or, in the event of a replacement, the expired portion thereof. In the event of a vacancy of the third member existing in excess of ten calendar days, the Mayor of the City of Key West shall have the right to appoint a person to fill that

vacancy. The Tree Commission and the Lessee shall each also appoint one person as an alternate for duty when the member is not available. The alternate members of the Liaison Committee must meet the same qualifications as the primary members.

(c) *Voting and Quorum.* All decisions of the Liaison Committee shall require an affirmative vote of at least two members. The quorum for any meeting shall be two members while a third member may participate and vote telephonically. In all events, a vote is required to be made by the Tree Commissioner. All meetings shall be held at the office of the Botanical Garden Society, shall be open to the public, and shall be held pursuant to 48-hour written notice, which shall be posted at the City Clerk's Office and the office of the Botanical Garden Society. This notice shall be posted timely by the Chair of the Liaison Committee.

(d) *Chair.* The members shall appoint a Chair of the Liaison Committee. The Chair shall preserve the procedural requirements of the Liaison Committee. To the greatest extent possible, discussions of any pending matters shall include all three members. It is also the responsibility of the Chair to keep notes, official records, and handle the secretarial aspects of Committee. The Chair shall file copies of all official reports and documents with the Lessor's landscape division.

(e) *Responsibilities.* All permitting responsibilities of the Lessor's Tree Commission pursuant to chapter 110 of the Key West Code of Ordinances are delegated to the Liaison Committee. The Lessee shall submit all permit applications, on a form developed by the Liaison Committee, to the Liaison Committee for the planting, transplanting and/or removal of trees. A decision of the Liaison Committee shall either be to grant or deny the permit. The Liaison Committee shall endeavor to respond to all such requests within a period not to exceed five business days. All permits shall be signed by the member representing the Tree Commission.

(f) *Reporting.* The Committee shall meet quarterly with the Tree Commission, and at additional times at the request of the Tree Commission, for the purpose of advising the Tree Commission of the Lessee's activities and for the purpose of receiving advice from the Tree Commission. At least once per year, the Liaison Committee shall file a report with the City Commission to advise the City Commission of activities at the Botanical Garden.

(g) *Review.* On or soon after the first anniversary of the execution of this Lease, representatives of the Lessee and the City of Key West Tree Commission shall meet to review the progress of the Liaison Committee and its delegated responsibilities, and prepare a report to the City Commission. In the event the parties determine to terminate the Liaison Committee, then the permitting role of the Key West Tree Commission shall be restored. In such event, then the City Attorney shall prepare the necessary and appropriate amendments to this Lease and to Ordinance No. 06-11.

(h) *Understanding.* The parties understand and agree that the Liaison Committee is permitted to act only with respect to the Lessee and the Key West Tree Commission regarding permit applications for the planting, transplanting, and removal of trees located on the Premises under the lease at 5210 College Road on Stock Island, Key West, Florida. This is the only allowed use of such a liaison committee within the city of Key West.

5. Husbandry Report

No less than annually, the Lessee shall file a Husbandry Report with the Lessor which shall describe changes to the plantings of the Botanical Garden that have occurred since the prior husbandry report as well as husbandry plans for the upcoming year.

6. Utilities.

Lessee shall be responsible for payment of all utilities furnished to the Premises, including, but not limited to, electric, gas, water, sewer, garbage, stormwater and solid waste collection service. Furthermore, Lessee shall be responsible for payment of telephone bills and janitorial services.

7. Maintenance.

The Lessee expressly agrees to be responsible for maintenance of the buildings and other structures on the Premises in a clean, safe condition, and to return all such buildings and structures to the Lessor at the termination or expiration of the Lease in good and habitable condition, excepting normal wear and tear. The parties understand and agree that subsequent to the execution of this Lease, Lessee will be undertaking additional improvements to such buildings and structures to which Lessee's maintenance obligations hereunder shall also apply.

8. Taxes.

As the Premises are municipal-owned property leased to a not-for-profit organization, the parties anticipate that no ad valorem taxes are to be paid. In the event ad valorem taxes become due for whatever reason, they shall be the responsibility of Lessee.

9. Right of Entry.

Lessor may enter the Premises at any reasonable time for the purpose of inspecting the Premises.

10. Assignment or Subletting.

Lessee shall not assign this Lease nor sublet the Premises without the consent by Resolution of the Key West City Commission.

11. Responsibility for Damage.

Lessee agrees that it shall bear full responsibility for all damage to its personal property and other contents not affixed to Premises.

12. Default/Termination.

If Lessee shall fail to comply with the Grant Award Agreement (Exhibit B) or the management plan (Exhibit D) referred to herein above, or if Lessee shall fail to perform the terms and conditions agreed upon in this Lease and shall remain in such default for a period of thirty (30) days from the date Lessee receives written notice of default by Lessor, then Lessor, at its sole option, may immediately terminate this Lease Agreement. Further, in the event the Lessee files or declares bankruptcy or for reorganization under the bankruptcy laws of the United States, then Lessor, at its sole option, may immediately terminate this Lease Agreement. In addition, in the event the Lessee corporation is dissolved, voluntarily or otherwise, or ceases to exist for any reason, then Lessor, at its sole option, may immediately terminate this Lease Agreement.

13. Insurance and Indemnification.

Lessee shall indemnify and hold harmless the Lessor, its employees and agents, from all suits, claims, actions and judgments as a result of or arising from the loss of or damage to property or the injury or death to person arising out of the use of the Premises as provided herein during the term of this Lease, by reason of any act or failure to act by the Lessee, its employers, officers, agents or members, excluding liability arising from the negligence of the Lessor. This indemnification shall survive the expiration or termination of this lease.

Lessee agrees to provide at its expense comprehensive commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence insuring itself and Lessor against all claims of damages or injury to persons or property arising for any reason out of Lessee's tenancy or use of the Premises, or arising out of its activities related to the lease use, or otherwise

arising from its exercise of rights or failure to perform obligations pursuant to this Lease. In addition, Lessee will obtain, at its expense, windstorm, flood, and casualty property damage insurance coverage in the amount representing the full insurable value of the buildings located on the premises, including buildings constructed in the future. The insurance policies shall be written by a solvent insurance company in good standing and fully licensed to do business in Florida. The policy shall show Lessor as an additional named insured, and shall provide that it cannot be canceled or revoked except after a minimum of thirty (30) days written notice to the Lessor. A true copy of the insurance contract shall be filed with the City Clerk within twenty (20) days after execution of this Lease, and shall be maintained on file throughout the lease term. Lessee's failure to maintain the insurance policy in full force and effect at any time during the lease term shall be a default hereunder, and upon such default Lessee shall immediately suspend all lease use and shall provide to Lessor written notice of default.

The insurance amounts here provided shall not in any way operate to limit or release, or be construed to limit or release, Lessee from any liability to Lessor, or from any obligation to indemnify Lessor as provided herein. Such insurance amounts are minimum requirements, and shall be supplemented by Lessee as necessary to meet its obligations, and to indemnify the Lessor fully, as provided in this Lease.

If Lessee is subject to the State of Florida Workers' Compensation Law, workers' compensation coverage shall be provided for all employees where the Lessee is obligated to do so by operation of law. The coverage shall be for statutory limits in compliance with applicable state and federal laws.

14. Mechanics' Liens.

Lessee agrees that there shall be no mechanics' liens imposed upon any buildings or improvements which may be upon the Premises, or at any time be put upon the Premises, and that in case of any mechanics' liens the Lessee shall satisfy such liens within thirty (30) days of written notice thereof. Failure to do so shall be a breach of this Lease.

15. Hours of Operation/Personnel/No Admission Fee.

Lessee herein expressly agrees to be responsible for opening and closing the Premises and ensuring public access. The Lessee shall staff the Premises with persons not employed by the City of Key West. The parties herein specifically acknowledge that employment by the Lessee shall not constitute employment by the City of Key West, and the Lessee's employees shall not be entitled to benefits enjoyed by employees of the City of Key West. Lessee shall not charge the public a fee for admission, but may accept donations at the entrance.

16. Financial Reports; FCT Reports.

(a) The Lessee expressly agrees to provide a copy of its annual Form 990 return to the Lessor within sixty (60) days of its filing with IRS.

(b) The Lessee expressly agrees to assist the Lessor in the timely preparation and submission of FCT's annual stewardship report, as well as any other report or documentation required by the FCT pursuant to Exhibit B.

17. Major Specimen Inventory

A "Major Specimen" is a tree or plant of unusual stature obtained as a result of either the rarity of the species or its size or condition. Lessee shall maintain an inventory of such Major Specimens. The inventory shall be included with the annual husbandry report to be filed with the Lessor. The inventory shall indicate the location of all such Major Specimens. The Lessor shall have the right to request that certain individual Major Specimens be added to the inventory report but shall

not have the right to request that classes of Major Specimens be added to the inventory report. The Lessee shall have sole authority to determine what Major Specimens to add to the Premises. Lessee shall determine the form and methodology for the inventory. Should the Lessor desire a higher level of inventory specificity than Lessee provides, then Lessor may perform whatever additional inventory analysis it deems necessary.

18. Grant Writing

Lessor agrees that its contractual or in-house grant writer, if any, shall be available from time to time to assist the Lessee in preparing grant proposals. All such grant proposals shall reflect the Lessor's ownership of the premises.

19. Capital Improvements

(a) Prior to the commencement of any capital improvements, Lessee shall file with the City Manager a full description of the proposed capital improvements, with plans where appropriate. Additionally, the Lessee shall file with the City Manager a funding plan for the completion of same. The funding plan shall require the prior approval of the City Manager who shall review the funding plan to determine that there are sufficient funds to pay contractors so that liens for unpaid work shall not be placed against the Premises. No capital improvements shall be undertaken without the prior written consent of the City Manager. All permit applications shall reflect the Lessor's ownership of the property and shall be signed by the City Manager's Office. The approvals of the City Manager set forth in this subparagraph shall not be unreasonably withheld.

(b) It is acknowledged that most capital improvement projects will be undertaken in phases; that applications for and funding plans for phases shall be limited to the particular phase for which approval is being sought; and that each phase shall be reviewed and determined individually.

20. Special Events

The parties understand that the Lessee intends to use the Premises for special events, including, but not limited to, Botanical Garden Society fundraisers and weddings. Lessee shall not require Lessor permission for such special events, except that the Lessee may apply to the City Commission for a noise control permit pursuant to the terms of Section 6-86, Key West Code of Ordinances. The sale, possession or drinking of alcoholic beverages on the Premises shall be limited to special events only, in accordance with the laws of the State of Florida and the City of Key West.

21. Notices.

Any notice that either party to this Lease is required to send to the other under any statutes, decision, or rule or law, under any provision of this Lease, or which either desires to send or give to the other, shall be in writing and may be served personally or be enclosed in a sealed, post-paid envelope and be sent by registered or certified United States mail to:

Lessor: City Manager
City of Key West
525 Angela Street
Key West, FL 33040

Lessee: Executive Director
Key West Botanical Garden Society, Inc.
PO Box 2436
Key West, FL 33045

22. Non-Discrimination.

Lessee represents and warrants that it will not discriminate against any person for any reason because of race, color, religion, sex, gender identity, national origin, ancestry or physical disability.

23. Severability.

If any provision of this Lease shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be impaired thereby, but such remaining

provisions shall be interpreted and enforced so to achieve, as near as may be, the purpose of this Lease to the extent permitted by law.

24. Revocation of Memorandum of Understanding.

The parties have operated pursuant to a Memorandum of Understanding, adopted in City of Key West Resolution No. 91-322 (as amended) and executed on September 13, 1991. The parties understand and agree that this Lease shall operate to replace and thereby revoke this Memorandum of Understanding.

25. Entire Agreement.

This Lease Agreement sets forth the entire agreement between the parties. No amendment or modification may be made unless reduced to writing executed by the parties.

IN WITNESS WHEREOF, Lessee and Lessor have caused this instrument to be executed as of the date first written by their respective officers or parties.



Attest
Cheryl Smith
Cheryl Smith, City Clerk

City of Key West, Florida
a municipal corporation
Morgan McPherson
Morgan McPherson, Mayor

Signed in presence of:
Morgan McPherson

Key West Botanical Garden Society, Inc.
By: *Peter Rysman*
Carolann Sharkey, Chairman of the Board
PETER RYSMAN, PRESIDENT

Being a part of land located on Stock Island, Monroe County, Florida and being more particularly described as follows:
Beginning at coordinates of which are N 87,268.27 and E 407,559.07, based on the United States Coast and Geodetic Survey's Mercator Grid Coordinate System, Florida East Zone, 1983, which has for its zero coordinates a point at Latitude 24°20'00" North and 500,000 feet West of Longitude 81°00'00", said point being the intersection of the Easterly Right-of-Way Line of Junior College Road and the Northerly Right-of-Way Line of U.S. Highway No. 1 (State Road No. 5), at the Westerly end of Junior College Road; ; thence N.70°40'03"E., along the said Northerly Right-of-Way Line of U.S. Highway No. 1 a distance of 21.39 feet; thence N.04°20'14"W., a distance of 784.40 feet; thence S.89°21'03"W., a distance of 111.41 feet; thence S.58°05'53"W., a distance of 304.38 feet; thence S.34°13'10"E., a distance of 35.93 feet; thence S.40°13'12"W., a distance of 143.60 feet to the said Easterly Right-of-Way Line of Junior College Road; thence S.39°47'17"E., a distance of 135.59 feet to the point of curvature of a curve to the left, having: a radius of 361.02 feet, a central angle of 14°25'40", a chord bearing of S.47°00'07"E. and a chord length of 90.67 feet; thence along the arc of said curve, on an arc length of 90.91 feet to the point of tangency of said curve; thence S.54°12'57"E., a distance of 272.56 feet to the point of curvature of a curve to the right, having: a radius of 265.00 feet, a central angle of 35°06'00", a chord bearing of S.36°39'58"E. and a chord length of 159.82 feet, thence along the arc of said curve, on an arc length of 162.34 feet to the point of tangency of said curve; thence S.19°06'58"E., a distance of 36.16 feet to the Point of Beginning.
Parcel contains 209036 square feet or 4.80 acres, more or less.

LESS

Legal Description: Out Parcel:

Prepared by undersigned:

Being a part of land located on Stock Island, Monroe County, Florida and being more particularly described as follows:
Beginning at coordinates of which are N 87,268.27 and E 407,559.07, based on the United States Coast and Geodetic Survey's Mercator Grid Coordinate System, Florida East Zone, 1983, which has for its zero coordinates a point at Latitude 24°20'00" North and 500,000 feet West of Longitude 81°00'00", said point being the intersection of the Easterly Right-of-Way Line of Junior College Road and the Northerly Right-of-Way Line of U.S. Highway No. 1 (State Road No. 5), at the Westerly end of Junior College Road; thence N.70°40'03"E., along the said Northerly Right-of-Way Line of U.S. Highway No. 1 a distance of 21.39 feet; thence N.04°20'14"W., a distance of 78.14 feet; thence S.71°09'00"W., a distance of 44.31 feet to the said Easterly Right-of-Way Line of Junior College Road and a the point on a curve to the left, having, a radius of 265.00 feet, a central angle of 08°36'44", a chord bearing of S.23°25'20"E. and a chord length of 39.79 feet; thence along the arc of said curve, on an arc length of 39.83 feet to the point of tangency of said curve, thence S.19°06'58"E., a distance of 36.16 feet to the Point of Beginning
Parcel contains 2413.40 square feet or 0.0554 acres, more or less.