

JOINT PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2014, between Monroe County, a political subdivision of the State of Florida (hereinafter, the COUNTY) and the CITY of Key West, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter, the CITY).

WITNESSETH:

WHEREAS, the CITY and the COUNTY entered into a 99-year lease agreement on December 20th, 1985, whereby the CITY leased property to the COUNTY for use as an animal control facility and the COUNTY agreed to provide animal control enforcement and services in the CITY; and

WHEREAS, the parties also entered into a Joint Participation Agreement on May 16, 1978, which outlined the arrangement of the parties at that time; and

WHEREAS, the Florida Keys Society for the Prevention of Cruelty to Animals, Inc. (also referred to as "Florida Keys SPCA" or "FKSPCA") has been the animal control contractor for the COUNTY and has provided animal care and enforcement for Key West and the Lower Key since 1999; and

WHEREAS, due to the poor condition of the animal control facility, the Florida Keys SPCA has been raising funds to assist the County in building a new animal shelter and has requested that the parties support this effort by providing an appropriate site location; and

WHEREAS, the CITY has agreed to amend the 99-year lease agreement with the COUNTY to include a site location for a new animal control facility to be built by the County, with the assistance of its animal control contractor, the FKSPCA and used for animal control services and enforcement for Key West and the Lower Keys; and

WHEREAS, the parties in conjunction with the amended 99-year lease wish to enter into a new joint participation agreement to further outline the current obligations of the parties;

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

General Terms and Conditions

1. The CITY currently leases to the COUNTY, the tract of land, together with improvements thereon, which is described on Exhibit A attached hereto and pursuant to the terms as outlined in the 99-year lease agreement.
2. The CITY proposes to lease to the COUNTY, the tract of land, which is described on Exhibit B attached hereto and pursuant to the terms as outlined in the proposed Amended and Restated 99-year Lease Agreement. Due to the poor condition of the animal control

facilities, it is the intent of the parties that the tract of land described on Schedule A will continue to be used as an animal control facility until a new animal control facility is built by the COUNTY, on the tract of land described on Schedule B. In the event that the County does not operate an animal control facility or animal shelter and its related and associated uses, on the property described on Schedule A or Schedule B , then this agreement shall be null and void and possession of the premises shall revert to the CITY. The COUNTY will have 90 days from the date of the Certificate of Occupancy issuance for the premises located on Schedule B to vacate the premises located on Schedule A.

3. The CITY will cooperate with the COUNTY in making such changes in its ordinance as are reasonable and necessary as requested by the COUNTY to assure reasonable control of all animals within the CITY by the COUNTY.
4. The COUNTY agrees to maintain an animal control program and to enforce animal control ordinances within the City of Key West, Florida, in exchange for lease of land as set forth in the proposed Amended and Restated 99-year Lease agreement.
5. The parties agree to cooperate and encourage the aid and assistance of the Florida Keys SPCA and its successor in carrying out the objectives and obligations of this contract.
6. The failure of either party hereto to comply with any of its material obligations to the other party as provided for herein shall constitute a default under this Agreement. Upon any such default, the non-defaulting party shall provide to the defaulting party a written Notice of such default, which Notice (a "Default Notice") shall state in reasonable detail the actions the defaulting party must take to cure the same. The defaulting party shall cure any such default, within 30 days following the date of the Default Notice. This provision does not waive or negate the provisions of paragraph 21 and 22.
7. Notwithstanding the provisions contained in paragraph 6, if any such default by the defaulting party remains uncured at the conclusion of any specified 30 day cure period, and if the nature of the defaulting party's obligations are such that more than 30 days is required to effect cure, then the defaulting party shall not be in default hereunder and the non-defaulting party shall not have the right to exercise its termination rights granted herein as a result of any such default, if the defaulting party commences cure within the applicable cure period and thereafter diligently pursues cure to completion of performance.
8. In the event the defaulting party fails to affect any required cure as provided for herein, the defaulting party shall be deemed to be in uncured default hereunder, and the non-defaulting party shall have the right, but shall not be obligated, upon written Notice to the defaulting party, to terminate this Agreement.
9. To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the COUNTY does hereby agree to defend, indemnify and hold the CITY, its officers, agents, or employees, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and

expenses at both the trial and appellate levels) arising from the acts or omissions of the COUNTY or any third party vendor contracted by the COUNTY in connection with this Agreement.

10. Notices.

All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to County:

County Administrator
Monroe County
Historic Gato Building
1100 Simonton Street
Key West, Florida 33040

With a copy to:

Monroe County Attorney's Office
P.O. Box 1026
Key West, Florida 33041-1026

If to CITY:

City Manager
P.O. Box 1409
Key West, Florida 33041

With a copy to:

City Attorney
P.O. Box 1409
Key West, Florida 33041

Any Notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

11. Attorneys Fees and Waiver of Jury Trial.

In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Lower Keys Division of the Circuit Court or the Southern District of Florida. This Agreement is not subject to arbitration.

13. Entire Agreement/Modification/Amendment.

Subject to the Amended 99-year lease, this writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

14. Nonassignability.

This Agreement shall not be assignable by either party unless such assignment is first approved by both parties.

15. Severability.

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

16. Independent Contractor

The COUNTY and its employees, volunteers, agents, vendors and subcontractors shall be and remain independent contractor and not agents or employees of the CITY with respect to all of the acts and services performed by and under the terms of this Agreement.

17. Non-reliance by non-parties

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the Contractor agree that neither the COUNTY nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in the Agreement

18. Waiver.

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

19. Survival of Provisions.

Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

20. Binding effect

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CITY and their respective legal representatives, successors, and assigns.

21. Adjudication of Disputes or Disagreements

COUNTY and CITY agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners and CITY. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

22. Cooperation

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CITY agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CITY specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

23. Non-waiver of immunity

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CITY and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

24. Privileges and Immunities

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree

and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

25. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, FLORIDA

BY: _____
Mayor/Chairperson

(SEAL)

ATTEST: AMY HEAVILIN, CLERK

BY: _____
Deputy Clerk

THE CITY OF KEY WEST, FLORIDA

Craig Cates, Mayor

ATTEST:

Cheri Smith
City Clerk

(City Seal)

LEGAL DESCRIPTION:

PARCEL A

A parcel of land on and adjacent to Stock Island, Monroe County, Florida: said parcel being a part of the lands described in T1IF Deed No. 19699 (Deed Book G-52 at Page 32 of the Public Records of the said County, T1IF Deed No. 23257 (Official Record Book 269 at Page 516 of the said Public Records) and T1IF Deed No. 24067 (Official Record Book 355 at Page 32 of the said Public Records; the said parcel of land lying entirely within the composite of the said T1IF Deeds referred to above: the said parcel lying within Sections 26 and 27, Township 67 South, Range 25 East; and the said parcel of land being described by metes and bounds as follows: COMMENCE at the intersection of the easterly right-of-way line of Junior College Road with the northerly right-of-way line of U.S. Highway #1 (State Road #5); thence on said easterly right-of-way line of said Junior College Road for the following seven (7) courses: (1) thence N 18°41'18" W for 36.16 feet to a point of curvature of a circular curve concave to the Southwest; (2) thence northwesterly on the arc of said curve having a radius of 265.00 feet and a central angle of 35°06'00" for 162.34 feet to the point of tangency; (3) thence N 53°47'18" W for 272.56 feet to the point of curvature of a circular curve concave to the Northeast; (4) thence northwesterly on the arc of said curve having a radius of 361.02 feet and a central angle of 14° 25' 40" for 90.91 feet to the Point of tangency; (5) thence N 39°21'38" W for 273.51 feet to the point of curvature of a circular curve concave to the Northeast; (6) thence northwesterly on and northeasterly on the arc of said curve having a radius of 446.85 feet and a central angle of 62°35'30" for 488.15 feet to a point of tangency; (7) thence N 23°13'52" E for 1122.43 feet; thence N 45°30'07" E for 108.37 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence N 27°37' West for a distance of 1372.29 feet; thence North 62°23' East for a distance of 1225.00 feet; thence South 27°37' East for a distance of 915.62 feet to the southeasterly boundary line of the lands described in Official Record Book 867 at Page 1449 of the Public Records of Monroe County, Florida; thence South 41°46'36" West on the Southeasterly boundary line of the lands described in the said Official Book 867 for a distance of 26.65 feet to the Northwesterly boundary lines of the lands described in Official Book 880 at Page 1964 of the said Public Records; thence on the Northwesterly boundary line of the lands described in the said Official Record Book 880 on the following five (5) courses: (1) continue South 41°46'36" West for a distance of 438.20 feet; (2) thence South 48°13'24" East for a distance of 15.00 feet; (3) thence south 41°46'36" West for a distance of 435.66 feet to the beginning of a curve being concave to the Northwest and having a radius of 3686.55 feet; (4) thence Southwesterly on the said curve for an arc distance of 239.69 feet; (5) thence South 45°30'07" West for a distance of 167.67 feet back to the point of beginning, LESS the following six (6) parcels;

PARCEL B

A parcel of land on and adjacent to Stock Island, Monroe County, Florida: said parcel being a part of the lands described in T1IF Deed No. 19699 (Deed Book G-52 at Page 32 of the Public Records of the said County, T1IF Deed No. 23257 (Official Record Book 269 at Page 516 of the said Public Records) and T1IF Deed No. 24067 (Official Record Book 355 at Page 32 of the said Public Records; the said parcel of land lying entirely within the composite of the said T1IF Deeds referred to above: the said parcel lying within Sections 26 and 27, T67 South, R25 East; and the said parcel of land being described by metes and bounds as follows: COMMENCE at the intersection of the easterly right-of-way line of Junior College Road with the northerly right-of-way line of U.S. Highway #1 (State Road #5); thence N18°41'18" W for 36.16 feet to a point of curvature of a curve concave to the Southwest; thence northwesterly on the arc of said curve having a radius of 265.00 feet and a central angle of 35°06'00" for 162.34 feet to a point of tangency; thence N53°47'18" W for 272.56 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on the arc of said curve having a radius of 361.02 feet and a central angle of 14° 25' 40" for 90.91 feet to a point of tangency; thence N39°21'38" W for 273.51 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on and northeasterly on the arc of said curve having a radius of 446.85 feet and a central angle of 62°35'30" for 488.15 feet to a point of tangency; thence N23°13'52" E for 1122.43 feet; thence N45°30'07" E for 276.04 feet to a point of curvature of a curve concave to the Northwest; thence northeasterly on the arc of said curve having a radius of 3686.55 feet and a central angle of 2°32'30" for a distance of 163.53 feet to the POINT OF BEGINNING of the hereinafter described Parcel B; thence N46°49'43" W for a distance of 220.84 feet to a point of curvature of a curve concave to the Southeast; thence northeasterly on the arc of said curve having a radius of 40.00 feet and a central angle of 89°23'20" for 62.41 feet to a point of tangency; thence N42°38'13" E for a distance of 127.55 feet; thence S48°13'24" E for a distance of 258.67 feet; thence S41°46'36" W for a distance of 97.29 feet to a point of curvature of a curve concave to the Northwest; thence southwesterly on the arc of said curve having a radius of 3686.55 feet and a central angle of 1°11'01" for a distance of 76.16 feet back to the POINT OF BEGINNING. Containing 43,910 sq. ft. / 1.01 acres.

PARCEL C

A parcel of land on and adjacent to Stock Island, Monroe County, Florida: said parcel being a part of the lands described in T1IF Deed No. 19699 (Deed Book G-52 at Page 32 of the Public Records of the said County, T1IF Deed No. 23257 (Official Record Book 269 at Page 516 of the said Public Records) and T1IF Deed No. 24067 (Official Record Book 355 at Page 32 of the said Public Records; the said parcel of land lying entirely within the composite of the said T1IF Deeds referred to above: the said parcel lying within Sections 26 and 27, T67 South, R25 East; and the said parcel of land being described by metes and bounds as follows: COMMENCE at the intersection of the easterly right-of-way line of Junior College Road with the northerly right-of-way line of U.S. Highway #1 (State Road #5); thence N18°41'18" W for 36.16 feet to a point of curvature of a curve concave to the Southwest; thence northwesterly on the arc of said curve having a radius of 265.00 feet and a central angle of 35°06'00" for 162.34 feet to a point of tangency; thence N53°47'18" W for 272.56 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on the arc of said curve having a radius of 361.02 feet and a central angle of 14° 25' 40" for 90.91 feet to a point of tangency; thence N39°21'38" W for 273.51 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on and northeasterly on the arc of said curve having a radius of 446.85 feet and a central angle of 62°35'30" for 488.15 feet to a point of tangency; thence N23°13'52" E for 1122.43 feet; thence N45°30'07" E for 276.04 feet to a point of curvature of a curve concave to the Northwest; thence northeasterly on the arc of said curve having a radius of 3686.55 feet and a central angle of 3°43'31" for a distance of 239.69 feet; thence N41°46'36" E for a distance of 97.29 feet to the POINT OF BEGINNING of the hereinafter described Parcel C; thence N48°13'24" W for a distance of 258.67 feet; thence N42°38'13" E for a distance of 172.77 feet; thence S48°13'24" E for a distance of 249.02 feet; thence S41°46'36" W for a distance of 172.50 feet back to the POINT OF BEGINNING. Containing 43,789 sq. ft. / 1.01 acres.

PARCEL D

A parcel of land on and adjacent to Stock Island, Monroe County, Florida: said parcel being a part of the lands described in T1IF Deed No. 19699 (Deed Book G-52 at Page 32 of the Public Records of the said County, T1IF Deed No. 23257 (Official Record Book 269 at Page 516 of the said Public Records) and T1IF Deed No. 24067 (Official Record Book 355 at Page 32 of the said Public Records; the said parcel of land lying entirely within the composite of the said T1IF Deeds referred to above: the said parcel lying within Sections 26 and 27, T67 South, R25 East; and the said parcel of land being described by metes and bounds as follows: COMMENCE at the intersection of the easterly right-of-way line of Junior College Road with the northerly right-of-way line of U.S. Highway #1 (State Road #5); thence N18°41'18" W for 36.16 feet to a point of curvature of a curve concave to the Southwest; thence northwesterly on the arc of said curve having a radius of 265.00 feet and a central angle of 35°06'00" for 162.34 feet to a point of tangency; thence N53°47'18" W for 272.56 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on the arc of said curve having a radius of 361.02 feet and a central angle of 14° 25' 40" for 90.91 feet to a point of tangency; thence N39°21'38" W for 273.51 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on and northeasterly on the arc of said curve having a radius of 446.85 feet and a central angle of 62°35'30" for 488.15 feet to a point of tangency; thence N23°13'52" E for 1122.43 feet; thence N45°30'07" E for 276.04 feet to a point of curvature of a curve concave to the Northwest; thence northeasterly on the arc of said curve having a radius of 3686.55 feet and a central angle of 3°43'31" for a distance of 239.69 feet; thence N41°46'36" E for a distance of 269.79 feet to the POINT OF BEGINNING of the hereinafter described Parcel D; thence N48°13'24" W for a distance of 249.02 feet; thence N42°38'13" E for a distance of 15.71 feet to the point of curvature of a curve concave to the Southeast; thence northeasterly on the arc of said curve having a radius of 300.00 feet and a central angle of 23°55'22" for 125.26 feet to a point of tangency; thence N68°54'06" E for a distance of 69.99 feet; thence S48°13'24" E for a distance of 168.71 feet; thence S41°46'36" W for a distance of 32.13 feet; thence S48°13'24" E for a distance of 15.00 feet; thence S41°46'36" W for a distance of 165.87 feet back to the POINT OF BEGINNING. Containing 44,227 sq. ft. / 1.02 acres.

PARCEL E

A parcel of land on and adjacent to Stock Island, Monroe County, Florida; said parcel being a part of the lands described in T1IF Deed No. 19699 (Deed Book G-52 at Page 32 of the Public Records of the said County, T1IF Deed No. 23257 (Official Record Book 269 at Page 516 of the said Public Records) and T1IF Deed No. 24067 (Official Record Book 355 at Page 32 of the said Public Records); the said parcel of land lying entirely within the composite of the said T1IF Deeds referred to above; the said parcel lying within Sections 26 and 27, Township 67 South, Range 25 East; and the said parcel of land being described by metes and bounds as follows: COMMENCE at the intersection of the easterly right-of-way line of Junior College Road with the northerly right-of-way line of U.S. Highway #1 (State Road #5); thence N18°41'18" W for 36.16 feet to a point of curvature of a curve concave to the Southwest; thence northwesterly on the arc of said curve having a radius of 265.00 feet and a central angle of 35°06'00" for 162.34 feet to a point of tangency; thence N53°47'18" W for 272.56 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on the arc of said curve having a radius of 361.02 feet and a central angle of 14° 25' 40" for 90.91 feet to a point of tangency; thence N39°21'38" W for 273.51 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on and northeasterly on the arc of said curve having a radius of 446.85 feet and a central angle of 62°35'30" for 488.15 feet to a point of tangency; thence N23°13'52" E for 1122.43 feet; thence N45°30'07" E for 276.04 feet to a point of curvature of a curve concave to the Northwest; thence northwesterly on the arc of said curve having a radius of 3686.55 feet and a central angle of 3°43'31" for a distance of 239.69 feet; thence N41°46'36" E for a distance of 435.66 feet; thence N48°13'24" W for a distance of 15.00 feet; thence N41°46'36" E for a distance of 32.13 feet to the POINT OF BEGINNING of the hereinafter described Parcel E; thence N48°13'24" W for a distance of 15.00 feet; thence N60°55'31" E for a distance of 20.47 feet to the point on a curve concave to the Northwest having a chord bearing N31°49'14"E for a distance of 125.06 feet; thence northeasterly on the arc of said curve having a radius of 187.96 feet and a central angle of 38°51'46" for 127.49 feet to a point; thence N38°10'23" E for a distance of 79.13 feet; thence S48°13'24" E for a distance of 188.58 feet; thence S41°46'36" W for a distance of 221.48 feet; back to the POINT OF BEGINNING. Described tract contains 0.88 acres MORE OR LESS.

PARCEL F

A parcel of land on and adjacent to Stock Island, Monroe County, Florida; said parcel being a part of the lands described in T1IF Deed No. 19699 (Deed Book G-52 at Page 32 of the Public Records of the said County, T1IF Deed No. 23257 (Official Record Book 269 at Page 516 of the said Public Records) and T1IF Deed No. 24067 (Official Record Book 355 at Page 32 of the said Public Records); the said parcel of land lying entirely within the composite of the said T1IF Deeds referred to above; the said parcel lying within Sections 26 and 27, Township 67 South, Range 25 East; and the said parcel of land being described by metes and bounds as follows: COMMENCE at the intersection of the easterly right-of-way line of Junior College Road with the northerly right-of-way line of U.S. Highway #1 (State Road #5); thence N18°41'18" W for 36.16 feet to a point of curvature of a curve concave to the Southwest; thence northwesterly on the arc of said curve having a radius of 265.00 feet and a central angle of 35°06'00" for 162.34 feet to a point of tangency; thence N53°47'18" W for 272.56 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on the arc of said curve having a radius of 361.02 feet and a central angle of 14° 25' 40" for 90.91 feet to a point of tangency; thence N39°21'38" W for 273.51 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on and northeasterly on the arc of said curve having a radius of 446.85 feet and a central angle of 62°35'30" for 488.15 feet to a point of tangency; thence N23°13'52" E for 1122.43 feet; thence N45°30'07" E for 276.04 feet to a point of curvature of a curve concave to the Northwest; thence northwesterly on the arc of said curve having a radius of 3686.55 feet and a central angle of 3°43'31" for a distance of 239.69 feet; thence N41°46'36" E for a distance of 435.66 feet; thence N48°13'24" W for a distance of 15.00 feet; thence N41°46'36" E for a distance of 251.34 feet to the POINT OF BEGINNING; thence N48°13'24" W for a distance of 206.71 feet; thence N36°55'00" E for a distance of 251.34 feet; thence S27°37'00" E for a distance of 243.58 feet; thence S41°46'36" W for a distance of 164.71 feet back to the POINT OF BEGINNING. Described tract contains 1.02 acres MORE OR LESS.

PARCEL G

A parcel of land on and adjacent to Stock Island, Monroe County, Florida; said parcel being a part of the lands described in T1IF Deed No. 19699 (Deed Book G-52 at Page 32 of the Public Records of the said County, T1IF Deed No. 23257 (Official Record Book 269 at Page 516 of the said Public Records) and T1IF Deed No. 24067 (Official Record Book 355 at Page 32 of the said Public Records); the said parcel of land lying entirely within the composite of the said T1IF Deeds referred to above; the said parcel lying within Sections 26 and 27, Township 67 South, Range 25 East; and the said parcel of land being described by metes and bounds as follows: COMMENCE at the intersection of the easterly right-of-way line of Junior College Road with the northerly right-of-way line of U.S. Highway #1 (State Road #5); thence N18°41'18" W for 36.16 feet to a point of curvature of a curve concave to the Southwest; thence northwesterly on the arc of said curve having a radius of 265.00 feet and a central angle of 35°06'00" for 162.34 feet to a point of tangency; thence N53°47'18" W for 272.56 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on the arc of said curve having a radius of 361.02 feet and a central angle of 14° 25' 40" for 90.91 feet to a point of tangency; thence N39°21'38" W for 273.51 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on and northeasterly on the arc of said curve having a radius of 446.85 feet and a central angle of 62°35'30" for 488.15 feet to a point of tangency; thence N23°13'52" E for 1122.43 feet; thence N45°30'07" E for 276.04 feet to a point of curvature of a curve concave to the Northwest; thence northwesterly on the arc of said curve having a radius of 3686.55 feet and a central angle of 3°43'31" for a distance of 239.69 feet; thence N41°46'36" E for a distance of 435.66 feet; thence N48°13'24" W for a distance of 15.00 feet; thence N41°46'36" E for a distance of 48.22 feet; thence S27°37'00" E for a distance of 247.95 feet; thence S41°46'36" W for a distance of 46.51 feet back to the POINT OF BEGINNING. Described tract contains 0.25 acres MORE OR LESS.

LEGAL DESCRIPTION

PARCEL F

A parcel of land on and adjacent to Stock Island, Monroe County, Florida: said parcel being a part of the lands described in T1IF Deed No. 19699 (Deed Book G-52 at Page 32 of the Public Records of the said County, T1IF Deed No. 23257 (Official Record Book 269 at Page 516 of the said Public Records) and T1IF Deed No. 24067 (Official Record Book 355 at Page 32 of the said Public Records; the said parcel of land lying entirely within the composite of the said T1IF Deeds referred to above: the said parcel lying within Sections 26 and 27, Township 67 South, Range 25 East; and the said parcel of land being described by metes and bounds as follows: COMMENCE at the intersection of the easterly right-of-way line of Junior College Road with the northerly right-of-way line of U.S. Highway #1 (State Road #5); thence N18°41'18" W for 36.16 feet to a point of curvature of a curve concave to the Southwest; thence northwesterly on the arc of said curve having a radius of 265.00 feet and a central angle of 35°06'00" for 162.34 feet to a point of tangency; thence N53°47'18" W for 272.56 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on the arc of said curve having a radius of 361.02 feet and a central angle of 14° 25' 40" for 90.91 feet to a point of tangency; thence N39°21'38" W for 273.51 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on and northeasterly on the arc of said curve having a radius of 446.85 feet and a central angle of 62°35'30" for 488.15 feet to a point of tangency; thence N23°13'52" E for 1122.43 feet; thence N45°30'07" E for 276.04 feet to a point of curvature of a curve concave to the Northwest; thence northeasterly on the arc of said curve having a radius of 3686.55 feet and a central angle of 3°43'31" for a distance of 239.69 feet; thence N41°46'36" E for a distance of 435.66 feet; thence N48°13'24" W for a distance of 15.00 feet; thence N41°46'36" E for a distance of 253.63 feet to the POINT OF BEGINNING; thence N48°13'24" W for a distance of 206.71 feet; thence N36°55'00" E for a distance of 251.34 feet; thence S27°37'00" E for a distance of 243.58 feet; thence S41°46'36" W for a distance of 164.71 feet back to the POINT OF BEGINNING. Described tract contains 1.02 acres MORE OR LESS.