

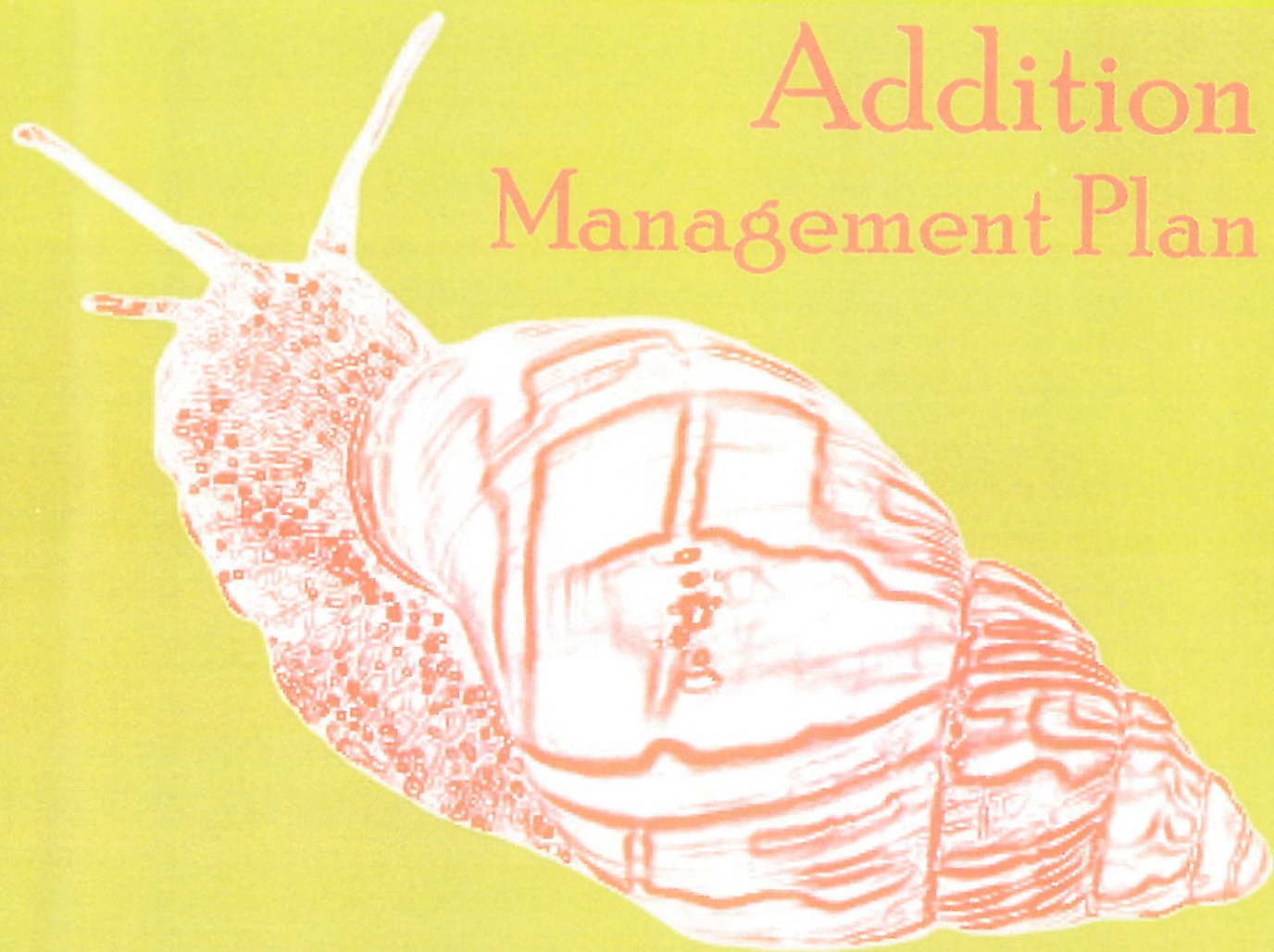
*Approved*

***Key West Botanical Gardens Addition  
Management Plan  
Project number 03-034-FF3***

# Key West Botanical Gardens

DRAFT

## Addition Management Plan



Submitted by:

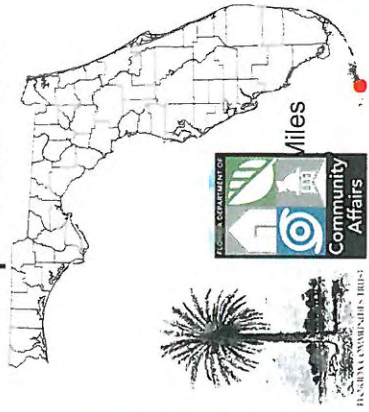
City of Key West

P.O. Box 1409

Key West, Florida 33041-1409



Map location





Grant Gelhardt/DCA/FLEOC

11/29/2005 11:01 AM

To lisaking@langtonconsulting.com

cc

bcc

Subject key west management plan

Lisa

I do not believe I ever got a response to the following email requesting the final needed changes to the Key West Management plan - could you please take care of it and provide me with a revised text of the management plan so I can close out the file - thanks -

Also - I do not believe the City has a final copy of the management plan

happy holidays

Grant

---

please review the comment letter and revise the management plan as needed



comment-ltr2.rtf

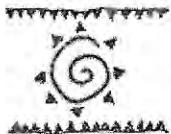


Priority timeline.doc

thanks

Grant Gelhardt  
Florida Communities Trust  
"Assisting Florida's Communities"

Please note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.



Grant Gelhardt/DCA/FLEOC

03/22/2005 03:03 PM

To lisaking@langtonconsulting.com

cc

bcc

Subject key west management plan

please review the comment letter and revise the management plan as needed



comment-ltr2.rtf



Priority timeline.doc

thanks

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Requested Management Plan Revisions

The items listed below are revisions required by the grantor, FCT. See revisions required for the canoe launching facility outlined in red on next page.

**STRUCTURE AND IMPROVEMENTS:**

Please describe how the boundary of the project site will be delineated to prevent encroachments from the adjacent development.

**KEY MANAGEMENT ACTIVITIES:**

Staffing:

Please identify the specific staffing needs for the operation and maintenance of proposed facilities, including expected permanent and volunteer staff that will be needed to operate the project site.

**PRIORITY SCHEDULE:**

Provide time lines for the development of all facilities, activities and programs, please see attached example.

**MONITORING AND REPORTING:**

Due to the recent revision of Rule 9K-7, we are now offering grant recipients a choice of Stewardship Reporting dates. Please revise the Annual Stewardship Reporting date to either January 30, April 30, July 30, or October 30. Once you have selected one of these four dates, this will be the permanent Annual Stewardship Reporting date for the project site.

## Requested Management Plan Revisions

### **FORMAT:**

✓ Consider transmitting the management plan in a tabbed three ring binder 10.5 inch by 2 inches, allowing modification or revision of plan by easily substituting pages.

✓ Include the page number for the various sections on the Table of Content page.

### **INTRODUCTION:**

p 4 The project received points for being in priority investment area, the Florida Keys Area of Critical State Concern. On page 3, please note this priority investment area.

### **PURPOSE:**

p 5  
p 8 On page 4, 6 and 7 revise the acknowledgement language to delete the words "Florida Forever Program."

### **STRUCTURE AND IMPROVEMENTS:**

Please describe how the boundary of the project site will be delineated to prevent encroachments from the adjacent development.

p 8 Revise the discussion on pages 6 and 7. The sign should be at least 3' x 4' in size and include the FCT logo. Consider including on the sign the year of the project site was acquired.

p 6 Include a commitment to instillation a bike path from the project site to the Florida Keys Overseas Heritage Trail.

Include a commitment to install a sign on the Florida Keys Heritage Trail informing trail users of the park and trailhead facilities.

p 8 Identify what means (split rail fences, bollards, rock boulders, or wheel stops) will be employed to contain cars in the parking.

p 8 Include a commitment to design the stormwater facilities in a park like manner with shallow slopes and not fenced.

Provide additional discussion of the proposed canoe launching facility, including whether it will include a canoe drop off area or a courtesy dock. Canoeists prefer a canoe drop off area near the water, generally not more than 100 to 200 feet from the parking area to the water. Please revise the discussion and the master site plan to provide a convenient canoe drop off area.

## Landscaping

p 7 The discussion on native landscaping of the site on page 6 is incomplete. Provide additional detail on the extent of native landscaping and a preliminary list of the types of plants to be used. Locate the areas to be landscaped on the master site plan. *Appx 8*

p 12 Include a discussion of the xeriscape aspects of the park design to minimize the need to irrigate the project site.

✓ Provide a detailed discussion how the park will be maintained to minimize the need for fertilizers, herbicides, and pesticides to minimize the stormwater impact to the adjacent water quality.

## Permits

Identify required permits or approvals for proposed development or restoration work.

p 9 Please delete the discussion on providing evidence to the Florida Communities Trust that all required licenses and permits have been obtained prior to the initiation of construction.

## KEY MANAGEMENT ACTIVITIES:

p 10 Expand the discussion on either page 8 or 9, or other appropriate section, regarding surveying listed plant and animal species. Include a procedure to forward information about any identified listed species found on the project site to the Florida Natural Areas Inventory (FNAI) on the appropriate forms. Include the enclosed FNAI forms in the appendix. Reference in the discussion that the FNAI forms are included in the appendix.

p 11 Expand the discussion on either page 8 or 9, or other appropriate section, regarding controlling invasive exotics on the project site and the frequency of an ongoing monitoring and maintenance program to prevent the regrowth of invasive exotic vegetation. Include a discussion that acknowledges that the objective of the control program will be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. Include a reference in the text of the management plan to the "Exotic Pest Plant Council's List of Florida's Most Invasive Species," that it will be used to identify invasive exotic plant species and that it is in the appendix. Include "Exotic Pest Plant Council's List of Florida's Most Invasive Species," in the appendix.

## feral animals

p 11 On page 9 provide a stronger commitment to continually to survey and monitor the site and remove feral animals found on the site, especially feral cats. Include a commitment to implement a long term feral animal monitoring program.

## Educational programs

p12 Include a commitment that any fees or money generated from the programs will be placed in a segregated account and used for the upkeep and maintenance of the project site.

Archaeological and historical resource protection:

The management plan has been forwarded to the Division of Historical Resources for their review. If they recommend any changes to the plan, their comments will be sent to your office.

Maintenance:

p13 Identify all maintenance activities required for the upkeep of the project site.

Staffing:

Please identify the specific staffing needs for the operation and maintenance of proposed facilities including the golf course, swimming pool, soccer fields, clubhouse and other proposed facilities.

Identify the expected permanent and volunteer staff that will be needed to operate the project site.

**COST ESTIMATE AND FUNDING SOURCE:**

p17 Provide potential funding sources

**PRIORITY SCHEDULE:**

E+G Provide a graphic display of the implementation time lines using calendar dates (month and year).

Provide time lines for the development of all facilities, activities and programs.

The priority schedule and implementation time line needs to tie management activities to specific months and years. This change should also be reflected throughout the management plan whenever implementation time lines are referenced.

**MONITORING AND REPORTING:**

17 ✓ Include a provision that acknowledges the City's responsibility for preparing an annual stewardship report that evaluates implementation of the management plan.

17 Please revise the stewardship report due date to January 30 of each year.

✓ Discuss the extent and frequency of the monitoring program to insure the continued viability of the vegetative community and listed animal species.

17 In a separate paragraph, include an acknowledgment that any revision to the management plan will first require review and approval by the FCT.

**EXHIBITS:**

✓ Include the exhibits

***Key West Botanical Gardens Addition  
Management Plan***

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**EXHIBITS:**

- Exhibit A Location map
- Exhibit B Boundary map
- Exhibit C Vegetative maps and surveys
- Exhibit D Master site plan
- Exhibit E Flood Plan Map
- Exhibit F Estimated development cost table
- Exhibit G Implementation time line
- Exhibit H Florida Master site file

**APPENDIX:**

Appendix 1 Conceptual Approval Agreement

Appendix 2 FNAI notification form

Appendix 3 Exotic Pest Plant Councils List of Florida's Most Invasive Species

Appendix 4 Recorded deed (as applicable)

Appendix 5 Grant Award Agreement

Appendix 6 Comprehensive Plan Objectives and Policies furthered by Project

Appendix 7 Florida Overseas Heritage Trail State Park Map

Appendix 8 Key West Botanical Gardens Plant List

## I. INTRODUCTION

The Key West Botanical Gardens Addition is a 6.02 acre site located on Stock Island in Key West, Florida, immediately adjacent to the Key West Botanical Gardens and the Cow Key Channel. The project site is located in a priority investment area, the Florida Keys Area of Critical State Concern. It was selected for funding by the Governing Board of the Florida Communities Trust in October of 2003. The site was originally part of the Key West Botanical Gardens when it was created with a WPA grant in 1936. At the end of World War II this parcel was developed as a military hospital and eventually was conveyed to Monroe County which developed the site as their administration center. Eventually it came to the County's attention that the buildings on the site were contaminated with asbestos and the buildings were abandoned, and subsequently torn down in 2003.

The purpose of this project is to restore this parcel to the Key West Botanical Gardens and manage it as an addition to the Gardens. The site will be re-planted and developed to further environmental education opportunities for residents and visitors to Key West. Grant funding from FCT was used to acquire the Project Site and the management plan was developed to ensure that the Project Site will be developed in accordance with the Grant Award Agreement and in furtherance of the purpose of the grant application.

## II. PURPOSE OF THE PROJECT

The following were the purposes for acquiring the project site as stated in the grant application:

- Restore land that was originally part of the Key West Botanical Gardens when it was created with a grant from the Works Progress Administration in 1936
- Preservation and restoration of an important "migratory trap", provision of freshwater for migratory birds including many endangered and threatened species
- Provision of resource based recreational activities to residents and visitors to Key West including picnic pavilions, nature trails, wildlife observation, and canoe/kayak landing
- Provision of access and parking to Cow Key Channel
- Provision of trailside facilities for the Florida Keys Overseas Heritage Trail
- Provision of trailside facilities for the Florida Keys Overseas Paddling Trail
- Provision of 30 staffed education programs per year on environmental and historical topics related to the Gardens and the Florida Keys
- Restoration of rare tropical hardwood hammock
- Restoration of habitat for the threatened Stock Island Tree Snail through cooperative agreement with the U.S. Fish and Wildlife Service
- Removal of impervious surfaces, buildings and parking lots and replacement with greenspace in an urban setting
- Purchase of buildable property and conversion to City owned open space in a Special High Hazard Flood Zone to further the Monroe County Local Mitigation Strategy
- Preservation and restoration of lands in an Area of Critical State Concern

- Education of the public of the value of tropical hardwood hammock/forests in terms of biodiversity and medical discoveries.

The project site will be managed only for the conservation, protection and enhancement of natural resources, and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the site.

Prioritized key management objectives for the site:

- Preservation and restoration of lands in an Area of Critical State Concern
- Provision of migratory bird habitat
- Provision of access and parking to waterways
- Provision of environmental education opportunities

This project furthers the following Conservation Element Objectives and Policies in the City of Key West Comprehensive Plan: CON 6-1.2, 6-1.2.4, 6-1.2.5, 6-1.2.9, 6-1.3.2, 6-1.7.3, 6-1.8.2. This element is furthered because the project will improve water quality through the removal of impervious surfaces; enhance shoreline through the removal of exotic vegetation; protect water bodies through the provision of open space; protect and conserve the Cow Key Channel, an Outstanding Florida Water; removal of undesirable exotic vegetation; and protection of wildlife and wildlife habitat, including the Stock Island Tree Snail which uses the project site as habitat.

The City of Key West's Historic Preservation Element Policy 1A-1.3.6 is furthered through acquisition of an endangered historic site. The project site was originally part of the Key West Botanical Gardens which was created through a WPA grant in 1936. This project will restore this property to the garden and re-plant it. Intergovernmental Relations Element Policy 8-1.1.3 is furthered through inter-agency coordination including natural resource conservation through acquisition.

Recreation and Open Space Element Policies 7-1.1.1 and 7-1.1.9 are furthered by improving the City of Key West's level of service for city parks, by providing parking for water access, and by conservation and recreation through the acquisition of open space. The Traffic Circulation Element's Objective 2-1.4 and Policy 2-1.4.1 are furthered by providing trailside facilities for the Florida Key Overseas Heritage Trail. For the full text of the Comprehensive Plan Objective and Policies furthered by this project, please see Appendix 6.

The Project Site currently has the land use designation of Public Service which is appropriate for passive parks.

The project site will be identified in all literature and advertising as being publicly owned and operated as a natural conservation area and that the project site was acquired with funds from the Florida Communities Trust Program.

### III. SITE DEVELOPMENT

#### Existing Physical Improvements:

The site was cleared of all buildings in 2003. The Chapel building of approximately 260 square feet remains and will be re-used in site development. The original parking areas and driveways remain, as well as fencing on all perimeters except the College Road frontage.

#### Proposed Physical Improvements:

Physical improvements will include:

- Restoration of tropical hardwood hammock/forest
- Provision of nature trails .3 miles in length
- Environmental education through a staffed visitor's center/nature center (approx 800 sq. ft.)
- Special children's gardens with a playground and picnic pavilion. Trash cans will be placed at the picnic pavilion.
- Cuban and Caribbean gardens with six stone game tables for chess, checkers and dominoes
- Development of the waterfront parcels will include a boardwalk, nature trail, marine observation deck, and kayak/canoe launch. The kayak/canoe launch will provide access to and from the Gardens from the Florida Keys Overseas Heritage Paddling Trail.
- This project will enhance the trailhead facilities at the Key West Botanical Gardens that are part of the Florida Keys Overseas Heritage Trail (FKOHT) by providing access to restrooms and water fountains. A trail spur will connect the Project Site to the FKOHT. This site therefore provides an alternative to automobile transportation to the project site. Bike racks will be provided for visitors.
- The project site will include at least 20 signs identifying individual plant and animal species.
- In order to prevent encroachments from adjacent development, and to ensure the security, the boundary of the Project Site shall be fenced, with gates locked outside of hours of operation.
- Parking will be provided so as to provide access to the water resources at Cow Key Channel as well as to the project site as a whole. Existing parking surfaces will be re-used where appropriate. Pervious surfaces will be used at any new parking locations. Trash cans will be placed in all parking areas.

All physical improvements will be designed to limit impacts on natural resources.

The proposed master site plan will be provided to the US Fish and Wildlife Service for their

comments so as to avoid any possible impact on Stock Island Tree Snail habitat.

The City of Key West commits that access to project sites will be compatible with all applicable state and federal construction standards, including the Americans with Disabilities Act.

Before the City of Key West undertakes any site alterations or physical improvements that are not addressed in the FCT-approved management plan and shown on the master site plan they will request written approval from the FCT.

### **Landscaping:**

Approximately 4 acres of the 5.6 acre parcel will be landscaped with native plants. This figure does not include the Cuban and Caribbean Gardens which could arguably be considered native as well, since the lower Keys are considered part of the Caribbean. Please refer to Exhibit D, Master Site Plan. The site will be xeriscaped when appropriate, keeping in mind that as a botanical gardens providing a representative sample of plant species requires including plants that require regular waterings.

The site will be irrigated with both above and below ground irrigation systems to allow for greatest flexibility in establishing new plantings and dealing with drought conditions. The City will explore the option of utilizing reclaimed water available from the adjacent re-use water utility.

Fertilizer will only be required during the establishment period. The reuse of leaf litter and seaweed from the beaches will be utilized for plant nutrients. Herbicide and fungicide will only be used as needed, and newer products that are not harmful to the environment and adjacent water bodies will be used exclusively.

The tropical hardwood hammock remnant of 2.1 acres will be restored through the removal of paving and exotic plants, and the planting of appropriate understory plants ( please see list in Appendix 8). This will improve the health of the existing gumbo limbo trees that serves as the main Stock Island Tree Snail habitat on site.

The freshwater wetland pond of 1 acre was filled when the site was developed as a military hospital in the 1940's will be restored and planted with appropriate aquatic plants (plant list at Appendix 8).

Other native landscaping of approximately 1 acre will occur throughout the gardens (plant list at Appendix 8).

The landscaping plan will be initiated and completed within the first 18 months of the City gaining title to the property.

**Fencing:**

In order to prevent encroachments from adjacent development, and to ensure the security, the boundary of the Project Site shall be fenced, with gates locked outside of hours of operation.

**Wetland Buffer:**

A 10 foot buffer will be provided between paved nature trails and wetlands. A 25 foot buffer will be provided between minor facilities and the wetlands. A 100 foot buffer will be provided between major facilities and the wetlands. The site's wetlands are located across College Road and will be buffered from all major and minor facilities. Only a boardwalk, marine observation deck, and canoe/kayak launch will be located in the wetlands.

**Acknowledgement Sign:**

A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the project site is open to the public and was purchased with funds from the Florida Communities Trust Program, the Recipient, if the Recipient provided a match, and other contributors, if any. The sign will be at least 3' x 4' in size and, in addition to the language shown below, include the FCT logo. The sign shall state: "Funding for the acquisition of this site was provided by The Florida Communities Trust Program and the City of Key West". The next printed line shall identify the year the project site was acquired. Such recognition shall also be included in all printed literature and advertising associated with the project site.

**Parking:**

Parking will be provided so as to provide access to the water resources at Cow Key Channel as well as to the project site as a whole. Existing parking surfaces will be re-used where appropriate, providing a total of 40 spaces. Parking stops will be used to contain cars in the parking lot. Pervious surfaces will be used at any new parking locations with the exception of handicapped spaced. Trash cans will be placed in all parking areas. Public parking will be provided near US 1. Additional parking (staff parking) will be located in the rear of the parcel, near Bayshore Manor. 20 spaces to secure bicycles will also be available.

**Stormwater Facilities:**

The freshwater wetland pond of 1 acre was filled when the site was developed as a military hospital in the 1940's will be restored and planted with appropriate aquatic plants. This

restoration project will also serve as the stormwater facility for the site and be managed as appropriate for recreational open space and wildlife habitat. This facility will be developed in a park-like manner with shallow slopes and will not be fenced.

### **Hazard Mitigation:**

The project site is located within a Special Flood Hazard Area, Zone AE, Elevations 9 and 1, as defined by the Federal Emergency Management Agency, Flood Insurance Rate Maps of Monroe County, Florida, Map Number 12087c 1709G, dated March 3, 1997. Refer to Exhibit E. The proposed use of the property is the least intensive allowable under existing zoning. The project also furthers the Monroe County Local Mitigation Strategy, specifically strategy #34, which recommends purchase of buildable property and conversion to city-owned open space. The proposed project site improvements shall be designed and located to minimize or eliminate the long-term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies or experts.

### **Permits:**

The following permits will be required for the project site:

City of Key West permits:

- Building
- Plumbing
- Electrical
- Roofing
- Mechanical
- Landscaping

Additional permits will be required from the South Florida Water Management District for irrigation, and from the Florida Department of Environmental Protection and the Army Corps of Engineers for the docks on Cow Key Channel.

### **Easements, concessions, or leases:**

There are currently no existing easements, concessions or leases on the project site. The City reserves the right, after review and approval by the FCT, to allow a non-profit agency to manage the site through a lease or management agreement. Any fees collected by the non-profit agency would be placed in a segregated account solely for the upkeep and maintenance of the project site.

The City of Key West will provide 60 days prior written notice and information to FCT regarding any sale or lease of any interest, the operation of any concession, any sale or option to buy things attached to the site, the granting of any management contracts, and any use by any person other than in such person's capacity as a member of the general public.

#### IV. KEY MANAGEMENT ACTIVITIES

##### **Resource restoration and enhancement:**

The project site was almost entirely cleared when it was converted into a military hospital in the 1940's. However, much of the original tropical hardwood hammock tree canopy remains, approximately one acre in area. Many of the trees that remain are also specimen trees that were planted as part of the original Key West Botanical Gardens. The canopy trees on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of the trees.

This project site has been identified as habitat of the Stock Island Tree Snail (*Orthalicus reses reses*). The Stock Island Tree Snail was listed as threatened by the U.S. Fish and Wildlife Service in 1978. The snails have been identified on the Gumbo Limbo trees at the rear of the property. This species lives on trees and shrubs in tropical hardwood hammocks. It is found on a large diversity of tree species, such as *Acacia farnesiana* (sweet acacia); *Bursera simaruba* (gumbo limbo), *Chrisobalnua icaco* (coco plum), *Ficus aurea* (strangler fig), and *Psidium guava* (guava). The site will be managed through the removal of a paved area near the trees, removal of exotic, invasive plants such as Brazilian pepper, and restricting the public from this area during mating season. The development of this management plan will be coordinated with the Fish and Wildlife Conservation Commission's Office of Environmental Services and the U.S. Fish and Wildlife Service to ensure the preservation and viability of native wildlife species and their habitat. Periodic surveys shall be conducted to ensure site management is compatible with the listed species using the Project Site.

Additionally, this site is popular with migratory and resident birds, many of which are threatened or endangered, such as the Everglades snail kite, the, Florida grasshopper sparrow, black-whiskered vireos, the painted bunting, the prairie warbler, the worm-eating warbler, the swallowtail kite, the reddish egret, Chuck Wills Widow, and the white crowned pigeon to name a few. Over 200 species of birds can be sighted based on the season, for this reason, the site is very popular with bird watchers.

The site also contains approximately ½ acre of mangrove, which will be managed through the removal of invasive plants and garbage. This part of the site is immediately adjacent to Cow Key Channel and the Florida Bay, an Outstanding Florida Water. Intermediate steps to improve water quality have been implemented through the removal of all existing structures on the project site with the exception of the 260 sq. ft. chapel. Existing impervious asphalt parking surfaces will be removed as appropriate.

##### **Survey and Monitoring**

The following management techniques will be utilized to protect and enhance the resources on the project site. The City maintains the right to conduct these surveys with city staff, a non-profit lessee (as approved by the FCT Governing Board) or through a contractor.

- baseline survey of plant and animal species to occur within six months of acquisition and forwarding of survey information on the occurrence of the listed plant and animal species to the Florida Natural Areas Inventory as appropriate. (see Appendix 2)
- Monitoring of the project site every two years to insure the continued viability of vegetative communities, plant species and animal species found on the site and to control invasive exotic vegetation to occur.
- Ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species ( please see Appendix 3, the Exotic Pest Plant Council's List of Florida's Most Invasive Species) shall be implemented at the Project Site. The objective of the control program shall be the elimination of invasive exotic plant species and maintenance of a diverse association of native vegetation.
- Ongoing monitoring and removal of feral animals such as necessary such as dogs, cats, ducks, and other non-native wildlife. The City of Key West commits to a long term feral animal monitoring program.

#### **Archaeological and historical resource protection:**

The Project Site is immediately adjacent to the Key West Botanical Gardens, which contains a historic site listed in the Florida Master File as #8Mo3432 (Exhibit H). The Florida Master Site File Form was amended to include the County parcel since it was originally part of the Key West Botanical Gardens when it was established in 1936 and rare trees planted at that time still exist on the project site. Diane E. Silvia, Ph.D., Director of the Historic Preservation Division of the City of Key West has determined the site to be locally significant and potentially significant at the state and national levels as well. This site will be interpreted for the public and coordinated with interpretation of other depression-era Federal projects in Key West. Prior to commencement of any proposed development activities, measures shall be taken to determine the presence of any archaeological sites by the City's Historic Preservation Planner, Diane Silvia, Ph.D. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent disturbance.

If at any later date archaeological and historic resources are discovered at the project site, the City will immediately contact and coordinate with the Division of Historical Resources, Florida Department of State, to assess the archaeological and historic resources of the find.

Collection of artifacts or the disturbance of archaeological and historic sites will be prohibited unless prior authorization has been obtained from the Department of State, Division of Historic Resources. The management of the Project Site's archaeological and historic resources will comply with the provisions of Chapter 267, Florida Statutes specifically Sections 267.061 2(a) and (b).

#### **Environmental Education Program:**

A staffed nature center that provides year-round education programming will be established on the project site. Initially the 260 sq. ft. chapel building will operate as the Nature Center. The City reserves the right to build a Nature Center of up to 2000 sq. ft. at a future date. The City commits to update the FCT on educational activities conducted on the Project Site and any revenues collected for such activities and how such revenues are expended. Any revenues collected will be placed in a segregated account and will only be used for the upkeep and maintenance of the site.

The Key West Botanical Garden Society, Inc. has committed to provide 30 staffed programs per year on the project site. These programs will commence within 2 years of Project Site acquisition. These regularly scheduled programs will include:

- 10 children's educational events with help from different agencies focusing on a selected topic such as butterflies or birds.
- 10 adult education programs with help from professional speakers focusing on a special topic related such as medicinal attributes (without giving medical advice) of native plants or planting a native garden
- 10 special educational tour programs, each tour will focus on a specific topic with special guest tour guides such as migratory birds in the spring or the role of mangroves/.

Interpretative signage will be provided to educate visitors about the natural environment and unique history of the Project Site.

#### **Greenway Management:**

The Project Site functions as a designated future trailhead for the recreational trail system known as the Florida Keys Overseas Heritage Trail. Through this acquisition the Key West Botanical Gardens site becomes immediately adjacent to the Trail. This linkage will be developed as a trailhead by providing trail users access to water and restrooms. The site will also provide bike racks so that trail users may lock up their bikes and visit the gardens. The Project Site will include a trail spur connection to the FKOHT and signage will be posted on the Trail advising users of the Gardens and its trailhead facilities.

The Project Site also functions as a designated future trailhead for the Florida Keys Paddling Trail, which consists of linked conservation lands and recreational opportunities. The site will provide a canoe/kayak landing on Cow Key Channel. This landing will allow paddlers access to restrooms and water, as well as access to the Project Site and the Key West Botanical Gardens. The project site will provide a vehicle loading zone and canoe drop off not more than 200 feet from the parking area.

### **Coordination:**

The Project Site will be managed as an addition to the Key West Botanical Gardens. Therefore, the sites will be managed as one unit. The City reserves the right to have the non-profit agency which manages the Key West Botanical Gardens also manage the Project Site either through a lease or management agreement. This lease or agreement will be provided to the FCT for review before it is executed. The management plan will also be reviewed by the County as the owners of the adjacent Bayshore Manor, an assisted living facility. It is the intent of the City that the Project Site and existing Gardens will be a recreational resource for the residents of Bayshore Manor, and for this reason, stone games tables were selected as a user-oriented outdoor recreation facility. The management plan will also be provided for review to the managers of the adjacent golf course. All efforts will be made to coordinate with them on their use of pesticides and fertilizers that may negatively impact the Project Site. Also exotic plant eradication efforts will be coordinated with the golf course, particularly in the buffer areas along the shared borders of these properties. Please see Exhibit D, Master Site Plan, for a visual depiction of the existing and proposed development of the Project Site and adjacent lands.

The City will coordinate with other agencies for appropriate guidance, recommendations, and necessary permits that may be related to the project site, such as the following:

Florida Game and Fresh Water Fish Commission and the U.S. Fish and Wildlife Service to avoid impacts to listed species particularly the Stock Island Tree Snail;

Water Management District and Department of Environmental Protection to ensure that development of the project site is done in a manner to protect or improve water quality in Cow Key Channel/Florida Bay;

Monroe County Division of Emergency Management to ensure that site development is designed and located to minimize and eliminate long-term risk of storm damage or flooding;

The Florida Department of State, Division of Historic Resources to avoid impacts to historic and/or archaeological resources.

The City's coordination strategy includes requesting cooperating agencies to review the management plan, comment on the proposed development plan for the site, and assist in the development of strategies to protect the resources on the project site.

**Maintenance:**

The City of Key West, Community Services Department or an approved non-profit lessee or manager shall provide all required maintenance activities, including but not limited to, trash removal, site cleanup, and facilities upkeep.

The maintenance schedule is as follows:

**Daily/Immediate Maintenance:**

Every morning clean, empty trash and pick up:

Welcome Center  
Adult Education Facility  
Chapel  
Picnic pavilion  
Visitor Center Courtyard  
Visitor Center Rest Rooms  
Visitor Center Kiosk  
Boardwalk

Daily hand watering as specified on Thursday's schedule

Walk, clear and remove any debris from the Butterfly Garden, Pond, Western loops and all other pathways for guest access.

**Monday, Tuesday, Wednesday and Friday**

Prune, trim, and remove all vegetation that is evasive, obtrusive, or for the preservation of plants from all entryways, courtyards, boardwalk, and all trails. Add mulch to paths and trails where necessary.

**Thursday**

Monitor and evaluate above ground irrigation system to insure proper watering to all areas. Notify administration of any problems. Daily hand water schedule for designated areas in the morning as necessary.

Walk all self-guided trails to remove any blockages, review all signage and apparent maintenance needs.

Review Coastal Viewing Station and Landing for cleanliness, accessibility and signage.

### **Monday and Friday**

Empty offices', visitor center, bathrooms, and garden trash receptacles and remove to dumpster.

Schedule and monitor trash and debris pick up twice weekly.

### **Long Term/Preventive Maintenance:**

Schedule to remove invasive growth from garden every other month.

Routinely monitor and maintain all night blooming cactus (Butterfly Garden, Boardwalk, and Pond Loop) on a monthly basis.

Monitor and maintain snake cactus at the Pond Loop (every other month).

Schedule and administer fertilizer as necessary.

Review with administration status of entryway growth and general garden status.

Review and maintain garden landscape lighting system on a monthly basis.

Monitor and report on existing mulch pile condition, status, and level.

### **Security:**

In order to prevent encroachments from adjacent development and to ensure the security the boundary of the Project Site shall be fenced, with gates locked outside of hours of operation. The hours of operation shall be posted. The Key West Police Department will check to make sure the site remains locked during their nightly patrols.

### **Staffing:**

Upon project build out in 2014 the following are the staffing requirements for operation of the Key West Botanical Gardens in its entirety – as it will be operated as one unit.

14 full time staff persons including 5 administrative and 9 operational staff will be needed at full build out.

An additional 25 volunteer docents will be needed for operational support.

## V. COST ESTIMATE AND FUNDING SOURCE

### Structures and Improvements (capital expenses)

#### Site Work

Site grading \$75,000  
Sewer lines \$75,000  
Potable water \$38,000  
Reclaimed water lines \$100,000  
Cisterns 3 @ \$7,500 = \$22,500  
Renovate existing Chapel \$50,000  
New Nature Center/ Adult Education Center \$500,000  
New Welcome Center \$850,000  
Pathways/Boardwalks \$380,000(including trail spur to FKOHT)  
Picnic Pavilion \$50,000  
Signage 24 signs at \$500= \$12,000 (including signage on FKOHT about Gardens and trailhead facilities)  
Security fencing and features \$150,000  
Parking \$300,000  
Lighting \$200,000  
Playground \$25,000  
Stone Game Tables \$12,000  
Total \$3,200,000  
Architectural/Engineering @ 15% =\$480,000  
Contingency @ 20% = \$640,000  
Grand Total= \$4,320,000

### Resource Enhancement Activities (capital expenses)

Cuban Garden \$250,000  
Caribbean Garden \$250,000  
Children's Garden \$300,000  
Meditation Garden \$200,000  
Tropical Fruit/Vine/Orchard and Nurseries \$350,000  
Coastal Garden \$250,000  
Water Features \$100,000  
Wetland pond \$100,000  
Total = \$1,800,000  
Design @ 15% = \$270,000  
Contingency @ 20% = \$360,000  
Grand Total = \$2,430,000

### Archaeological and Historic Resource Protection

Survey performed by Diane Silvia, Ph.D. of the City's Historic Preservation Office

Education Program (capital expense)

Design educational computer system \$40,000  
DVD Equipment, other signage \$10,000  
Computer system, printer, phones \$20,000  
Total = \$70,000

Education (Operating)

Educational Materials \$20,000  
Technology Upgrades \$4000

Maintenance (annual)

Capital Maintenance @ 8% = \$119,240  
Gardens Maintenance \$90,000  
Arborist/Tree Trimming \$30,000  
Fertilization \$5000  
Fire Ant treatment \$5000  
Exotic Treatment \$8000  
Utilities \$11,000

Security

Gatekeeper \$25,000

Staffing

Administrative/Educational Personnel \$125,000

Funding Sources to be pursued to fund development and operations:

- Tourist Development grants for site development
- Florida Recreational Development and Assistance for playgrounds
- Transportation Enhancement funds for trail development
- Land and Water Conservation Fund for waterfront development
- Cultural Facilities Grants for Nature/adult Education Center

If a non-profit organization manages the project site through management agreement or lease, they will be able to solicit tax deductible donations for development and operations.

The requirements imposed by other grant program funds that may be sought for activities associated with the Project Site shall not be in conflict with the terms and conditions of this Agreement.

## **VI. PRIORITY SCHEDULE**

Please see implementation timeline in Exhibit G. The first priority for implementation of this project is the installation of infrastructure to support the plantings that are the next

priority for this project. The first programmatic emphasis is on children's programs including development of the children's gardens.

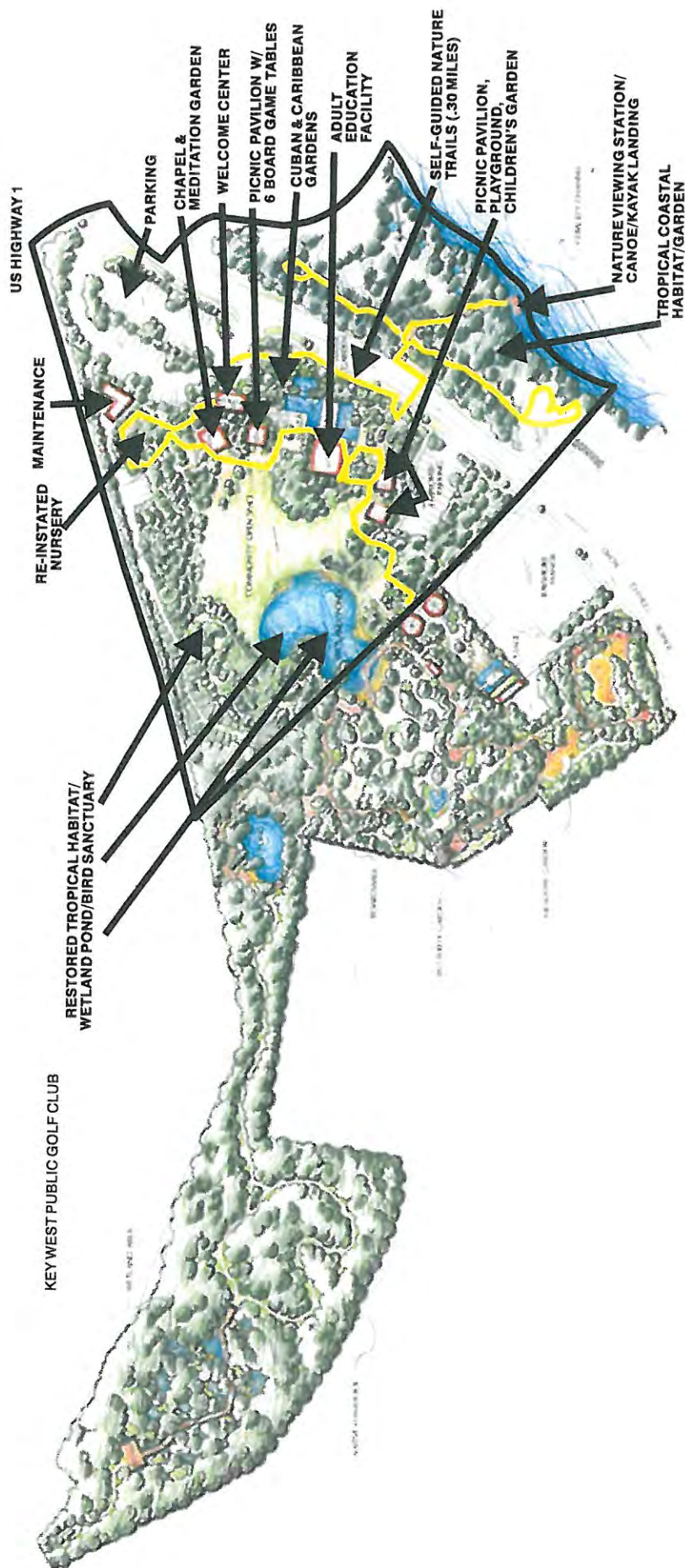
## **VII. MONITORING**

The City of Key West is responsible for preparing an annual stewardship report that evaluates implementation of the management plan, and is due to the FCT on October 30 of each year. Identify procedures for assessing progress in achieving goals in the management plan, such as the percentage of property restored, inventory of species using the project site, etc. The stewardship report will report the extent and frequency of the monitoring program to insure the continued viability of the vegetative communities and listed animal species.

Any revision of the management plan by the City of Key West will first require review and approval by the FCT.

**EXHIBITS:**

- A - Location map
- B - Boundary map
- C - Vegetative maps and surveys
- D - Master site plan
- E - Flood Plain Map
- F - Estimated development cost table
- G - Implementation time line
- H - Florida Master Site File



JUNGLES

CONCEPTUAL MASTER PLAN

KEY WEST BOTANICAL GARDEN

**COST ESTIMATE AND FUNDING SOURCE**

Structures and Improvements (capital expenses)

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Sewer lines \$75,000

Potable water \$38,000

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If a non-profit organization manages the project site through management agreement or lease, they will be able to solicit tax deductible donations for development and operations.

03-034

Doc# 1531398  
Bk# 2136 Pg# 2453

This Instrument Prepared By:  
Larry R. Erskine  
1200 Truman Avenue, Suite 207  
Key West, FL 33040  
Property Appraisers Parcel Identification (Folio) Number: 00072080-001800

WARRANTY DEED

THIS INDENTURE, made this 26th day of July, A.D. 2005, between the County of Monroe, Florida, a public corporation under the laws of the State of Florida, whose post office address is 1100 Simonton Street, Room 2-205, Key West, FL, 33040, grantor, and City of Key West, a municipal corporation existing under the laws of the State of Florida, whose post office address is 525 Angela Street, Key West, FL, 33040, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Monroe County, Florida, to-wit:

See Attachment "A" attached hereto and by this reference made a part hereof.

"By acceptance of this warranty deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Grant Award Agreement attached hereto as Attachment "B" and recorded in the Public Records of Monroe County, Florida. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Grant Award Agreement is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Grant Award Agreement, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes."

TOGETHER WITH; AN EASEMENT TO LAY, MAINTAIN AND OPERATE UTILITY LINES, AS REFERENCED IN THE QUITCLAIM DEED RECORDED IN BOOK G-56, AT PAGE 58, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

SUBJECT TO: AN EASEMENT IN FAVOR OF AND RESERVED UNTO THE GRANTOR FOR INGRESS, EGRESS, AND THE OPERATION OF UTILITIES OVER THE PROPERTY DESCRIBED IN ATTACHMENT "C".

SUBJECT TO: A CONSERVATION EASEMENT IN FAVOR OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, RESTRICTING THE USE OF THE SUBJECT PROPERTY TO DEVELOPMENT AS AN ADDITION TO THE KEY WEST BOTANICAL GARDEN PROVIDING PUBLIC ACCESS, PUBLIC RECREATION, AND WILDLIFE HABITAT, ATTACHED HERETO AS ATTACHMENT "D".

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

[This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.]

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

My. J. Rosch  
(SIGNATURE OF FIRST WITNESS)

MARK J. ROSCH  
(PRINTED, TYPED OR STAMPED  
NAME OF FIRST WITNESS)

Pamela G. Hancock  
(SIGNATURE OF SECOND WITNESS)

PAMELA G. HANCOCK  
(PRINTED, TYPED OR STAMPED  
NAME OF SECOND WITNESS)

COUNTY OF MONROE, FLORIDA

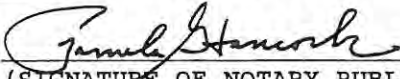
BY: Dixie M. Spehar  
MAYOR DIXIE M. SPEHAR

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
John R. Collins  
JOHN R. COLLINS  
COUNTY ATTORNEY  
Date: 07/26/05

STATE OF FLORIDA)  
 )  
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 26th day of July, 2005, by Mayor Dixie M. Spehar. She is personally known to me ~~or who has~~ produced \_\_\_\_\_ as identification.

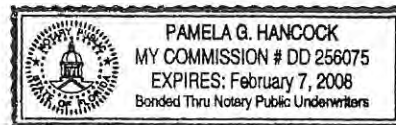
(NOTARY PUBLIC)  
SEAL

  
(SIGNATURE OF NOTARY PUBLIC)

\_\_\_\_\_  
(PRINTED, TYPED OR STAMPED NAME OF  
NOTARY PUBLIC)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



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, 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, 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, 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.

This document prepared by:  
Kristen L. Coons, Esq.  
Florida Communities Trust  
Department of Community Affairs  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399

Record and Return To:

FLORIDA COMMUNITIES TRUST  
FF3 AWARD # 03-034-FF3  
KEY WEST BOTANICAL GARDENS  
FCT Contract#~~04~~<sup>06</sup>-CT-9G-03-F3-J1-034

### GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this 25<sup>th</sup> day of July, 2005, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and [name of recipient], a political subdivision of the State of Florida ("Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 259.105, 259.1051, and 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 259.105(3)(c), F.S., of the Florida Forever Act provides for the distribution of twenty-two percent (22%) less certain reductions of the net Florida Forever Revenue Bond proceeds to the Department to provide land acquisition grants to local governments and nonprofit environmental organizations through the FCT for acquisition of community-based projects, urban open spaces, natural resource conservation areas, parks, greenways and outdoor recreation areas to implement local comprehensive plans;

WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule Chapter 9K-7, Florida Administrative Code (F.A.C.), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-7, F.A.C.;

WHEREAS, the FCT has approved the terms under which the Project Site is acquired and the deed whereby the Recipient acquires title to the Project Site shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, such covenants and restrictions shall be imposed by an agreement which shall describe with particularity the real property which is subject to the agreement and shall be recorded in the county in which the real property is located; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Florida Forever Bond award.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and Recipient do hereby contract and agree as follows:

#### **I. GENERAL CONDITIONS**

1. Upon execution and delivery by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official public records of **Monroe County, Florida**, and referenced in the warranty deed vesting fee simple title to the Project Site in the Recipient, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Florida Forever Bonds is not jeopardized, FCT and Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Property herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust  
Department of Community Affairs  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100  
ATTN: Program Manager

Recipient: City of Key West  
P.O. Box 1409  
Key West, FL  
33041  
ATTN: Roger Wittenberg

7. If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES

1. If any essential term or condition of this grant agreement is violated by the Recipient or by some third party with the knowledge of the Recipient and the Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the Recipient in the Project Site will not serve as security for any debt of the Recipient unless FCT approves the transaction.

4. If the existence of the Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or

any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

### **III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE RECIPIENT**

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

2. The Recipient shall prepare and submit to FCT an annual stewardship report as required by Rule 9K-7.013, F.A.C.

3. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.

4. Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major

land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably with-held by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

9. The Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and Recipient.

#### **IV. OBLIGATIONS INCURRED BY RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE**

1. If the Project Site is to remain subject, after its acquisition by the State and the Recipient, to any of the below listed activities or interests, the Recipient shall provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

a. any lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site to a non-governmental person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;

d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with a non-governmental person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

2. Recipient agrees and acknowledges that the following transaction, events, and

circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

- a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;
- b. the operation of a concession on the Project Site by a non-governmental person or organization;
- c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;
- d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;
- e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;
- f. a management contract of the Project Site with a non-governmental person or organization; and
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

**V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN**

The management plan for the Project Site is mentioned throughout this Agreement, and is particularly described in Section IV. above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the Project Site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:

1. Two or more resource-based outdoor recreational facilities including covered picnic pavilion and walking trails and two or more user-oriented outdoor recreation facilities including a playground and gaming tables shall be provided at the Project Site. The facilities shall be

designed and located with minimal impact to natural resources on the Project Site.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust and the City of Key West.

3. Interpretive signage shall be provided to educate visitors about the natural environment and unique history of the Project Site.

4. At least 24 environmental education classes or programs shall be conducted annually at the Project Site by trained educators or resource professionals.

5. A staffed nature center that provides year- round education programming shall be established on the Project Site.

6. The canopy trees on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of the trees.

7. The Project Site shall be managed in a manner that protects and enhances habitat for native wildlife species that utilize or could potentially utilize the site, including the Stock Island tree snail. The development of the management plan shall be coordinated with the Fish and Wildlife Conservation Commission's Office of Environmental Services to ensure the preservation and viability of native wildlife species and their habitat. Periodic surveys shall be conducted to ensure that site management is compatible with the listed species using the Project Site.

8. The water quality of Florida Bay adjacent to the Project Site shall be protected and enhanced. The City shall implement a plan to improve water quality in the area including the removal of several existing structures and asphalt parking areas.

9. Any proposed stormwater facility for the Project Site shall be designed to provide recreational open space or wildlife habitat.

10. Approximately 4 acres, shall be landscaped with native plant species to enhance the function and appearance of the Project Site.

11. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the Project Site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The Management Plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the Project Site.

12. A feral animal removal program shall be developed and implemented, as necessary, for dogs, cats, ducks, and other non-native wildlife that may be found on the Project Site.

13. Prior to the commencement of any proposed development activities, measures shall be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.
14. The location and design of the parking and other site improvements shall have minimal impact on natural resources. The parking area shall incorporate pervious material wherever feasible.
15. Pedestrian and bicycle access to the Project Site shall be promoted through the provision of pedestrian oriented walkways and bicycle facilities that link the Project Site with City sidewalk and bike trail network.
16. The Project Site shall be managed as an addition to the Key West Botanical Gardens.
17. The Project Site shall be developed and managed as a support parcel of the Overseas Heritage Trail recreational trail system and include trailhead facilities.
18. The Project Site shall be protected and managed as part of linked conservation lands and recreation opportunities along the Florida Keys Paddeling Trail
19. Proposed site improvements shall be designed and located to minimize or eliminate the long term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies or experts.
20. The requirements imposed by other grant program funds that may be sought for activities associated with the Project Site shall not conflict with the terms and conditions of this Agreement.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

[Signature]  
Print Name: Marlene Lewallen

[Signature]  
Print Name: Charlene Vallet Thompson

CITY OF KEY WEST

By: [Signature]  
Print Name: Roger D. Wittenberg  
Title: Finance Dir

Date: 7/6/05

Approved as to Form and Legality:

By: [Signature]  
Print Name: ROBERT TISCHEKEL

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 6th day of July, 2005, by Roger Wittenberg, as Finance Director of the City of Key West on behalf of the Local Government, and who is personally known to me.

[Signature]  
Notary Public

Print Name: Pearline R. Lewis  
Commission No. DD154416 MY COMMISSION # DD154416 EXPIRES  
September 30, 2006  
My Commission Expires September 30, 2006  
BONDED THRU TROY FAIR INSURANCE, INC.

Witness:

[Signature]  
Print Name: Brian W. P. [unclear]

[Signature]  
Print Name: GAYLE H. BRETT

FLORIDA COMMUNITIES TRUST

By: [Signature]  
Janice Browning, Division Director  
Housing and Community Development

Date: 7/25/05

Approved as to Form and Legality:

By: [Signature]  
Kristen L. Coons  
Trust Counsel

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 2005, by Janice Browning, Division Director, Housing and Community Development. She is personally known to me.

[Signature]  
Notary Public

Print Name:

Commission

My Commission Expires:

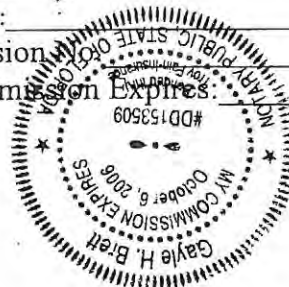


EXHIBIT A

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, 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, 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, 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.

ATTACHMENT C

Doc# 1531398  
Bk# 2136 Pg# 2468

Legal Description: (Ingress/Egress & Utility Easement):

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 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 to the Point of Beginning; thence continue S 34°13'10" E for a distance of 46.61 feet; thence S 34°45'03" W for a distance of 142.04 feet to the Northeasterly Right-of-Way Line of Junior College Road; thence N 39°47'17" W along the said Northeasterly Right-of-Way Line of Junior College Road for 59.34 feet; thence N 40°13'12" E for a distance of 143.60 feet to the Point of Beginning.

Parcel contains 7286.10 square feet or 0.167 acres, more or less.

ATTACHMENT D

GRANT OF CONSERVATION EASEMENT

THIS GRANT OF EASEMENT is made on this 26<sup>th</sup> day of July, 2005, by the City of Key West, a municipal corporation existing under the laws of Florida, Grantor, to Monroe County Comprehensive Plan Land Authority, a land authority under Section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, as Grantee.

Recitals

- A) The Grantor is the owner of certain real property (the servient estate) located in Monroe County, Florida, known as the Key West Botanical Garden Addition property located at 5100 College Road on Stock Island and more particularly described in Exhibit A.
- B) This easement is a conservation easement created pursuant to Section 704.06, Florida Statutes, and is to be governed by, construed, and enforced in accordance with that statute along with applicable laws of the State of Florida.

1. *Grant of easement.*

In consideration for the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, the Grantor hereby grants to Grantee the easement described below.

2. *Easement area.*

The location of the easement area on the servient estate is as follows: all of the Key West Botanical Garden Addition property located at 5100 College Road on Stock Island and more particularly described in Exhibit A.

3. *Restraints imposed by the conservation easement.*

The conservation easement granted by this instrument imposes the following restrictions on the future use of the servient estate within the easement area: use of the property shall be limited to development as an addition to the Key West Botanical Garden providing public access, public recreation, and wildlife habitat consistent with those restrictions in the Grant Award Agreement between the City of Key West and Florida Communities Trust as recorded in Official Record Book 2136, Page 2457, Public Records of Monroe County, Florida.

4. *Terms and persons bound.*

This conservation easement is perpetual, subject to Recital B.9., runs with the land and is binding on all present and subsequent owners of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

5. *Modification of easement.*

No modification of this easement is binding unless approved in writing by Florida Communities Trust, evidenced in writing and signed by an authorized representative of the Grantee and Grantor.

6. *Attorney's fees.*

In the event of any controversy, claim or dispute arising under this instrument, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appeals.

7. *Entry of Grantee's representative on the servient estate.*

The Grantee may enter upon the servient estate, after first furnishing the Grantor no less than 24 hours notice, for the purpose of inspection to determine the Grantor's compliance with this Grant of Easement.

8. *Notice.*

Any notice provided for or concerning this grant of easement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Grant of Easement.

9. *Termination of easement.*

In the event the Board of Trustees of the Internal Improvement Trust Fund takes title to the servient estate pursuant to sections 380.508(4)(d) or (e), Florida Statutes, this easement shall be terminated.

IN WITNESS WHEREOF, Grantor of this Grant of Easement has caused it to be executed on the date in the first sentence of this Grant of Easement.

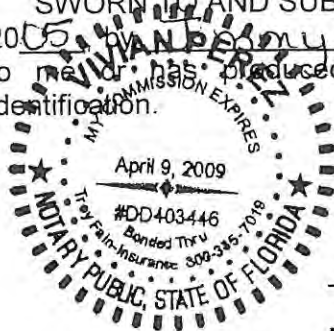
City of Key West

Cheryl Smith  
Witness

Jimmy Weekley  
By: Jimmy Weekley, Mayor

Portia Y. Haver  
Witness

SWORN TO AND SUBSCRIBED before me this 20th day of May,  
2005, Jimmy Weekley, who is personally known  
to me or has produced personally known as  
identification.



Vivian Perez  
Notary Public, State of Florida

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, 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, 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.  
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Parcel contains 2413.40 square feet or 0.0554 acres, more or less.