This Lease was prepared by:  
Jay Sircy  
Bureau of Public Land Administration  
Division of State Lands  
Department of Environmental Protection, MS 130  
3900 Commonwealth Boulevard,  
Tallahassee, Florida 32399-3000  
AID# 43920  
OAL1  
[ 9.77 +/- acres]  
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
LEASE AGREEMENT  
Lease Number 4863  
THIS LEASE AGREEMENT, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between the  
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA,  
hereinafter referred to as "LESSOR", and THE DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF THE  
FLORIDA KEYS, FLORIDA, hereinafter referred to as "LESSEE."  
LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said  
LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms  
and conditions:  
1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the  
Division of State Lands, State of Florida Department of Environmental Protection.  
2. DESCRIPTION OF PREMISES: The property subject to this lease contains approximately 9.77 acres, is situated in  
the County of Monroe, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called  
the "leased premises".  
3. TERM: The term of this lease shall be for a period of 50 years commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and  
ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless sooner terminated pursuant to the provisions of this lease.  
4. PURPOSE: LESSEE shall manage the leased premises only for the establishment and operation and maintenance of a  
post-secondary education facility, along with other related uses necessary for the accomplishment of this purpose as designated  
in the Land Use Plan required by paragraph 8 of this lease.  
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon  
the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.  
6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased  
premises or any use thereof not in conformity with this lease.  
7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR,  
which consent shall not be unreasonably withheld. Any assignment made either in whole or in part without the prior written  
consent of LESSOR shall be void and without legal effect.  
8. LAND USE PLAN: LESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with  
Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the Division of State  
Lands, State of Florida Department of Environmental Protection. The leased premises shall not be developed or physically  
altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written  
approval of LESSOR until the Land Use Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate  
in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to  
LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give  
LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings  
or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said  
leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan  
required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance  
with the terms of this lease shall be done at LESSEE’S own risk. The Land Use Plan shall emphasize the original management  
concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the  
leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities  
and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided  
for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease  
shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when  
specifically authorized by the approved Land Use Plan. In accordance with Section 253.034, Florida Statutes, the LESSEE shall  
submit a Land Use Plan update at the end of the fifth year from the execution date of this lease to establish all short-term goals  
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developed under the Land Use Plan have been met in accordance with Section 253.034(5)(i), Florida Statutes. The LESSEE  
shall submit an updated Land Use Plan at least every ten (10) years from the execution date of the lease.  
9. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted  
by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be  
void and without legal effect.  
10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the  
prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.  
11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right  
to reasonably inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.  
12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be  
constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior  
written approval of LESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed  
or major land alterations done by LESSEE without the prior written approval of LESSOR. Removable equipment and removable  
improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will  
remain the property of LESSEE and may be removed by LESSEE before or upon termination of this lease.  
13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire,  
extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to  
the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance  
coverage shall be in amounts not less than $200,000 per person and $300,000 per incident or occurrence for personal injury,  
death, and property damage on the leased premises. During the term of this lease, if Section 768.28, Florida Statutes, or its  
successor statute is subsequently amended to increase the amount of the liability coverages specified herein, LESSEE shall  
immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name LESSOR and the State  
of Florida as additional insureds. LESSEE shall submit written evidence of having procured all insurance policies required  
herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance  
policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental  
Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all  
policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida.  
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In lieu of purchasing insurance, LESSEE may elect to self-insure these coverages. Any certificate of self-insurance shall be  
issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty  
and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any  
building or other improvement on the leased premises and any changes affecting the value of any improvements and shall  
request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially  
responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or  
certificate in the amounts set forth shall constitute a breach of this lease.  
14. LIABILITY: LESSEE shall assist in the investigation of injury or damage claims either for or against LESSOR or the  
State of Florida pertaining to LESSEE’S respective areas of responsibility under this lease or arising out of LESSEE’S  
respective management programs or activities and shall contact LESSOR regarding the legal action deemed appropriate to  
remedy such damage or claims. LESSEE is responsible for, and, to the extent allowed by law, shall indemnify, protect, defend,  
save and hold harmless LESSOR and the State of Florida, its officers, agents and employees from any and all damages, claims,  
costs, expense, including attorney’s fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all  
personal injury and property damage attributable to the negligent acts or omissions of LESSEE, and its officers, employees, and  
agents. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section  
768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event LESSEE  
subcontracts any part or all of the work performed in the leased premises, the LESSEE shall require each and every subcontractor  
to identify the LESSOR as an additional insured on all insurance policies required by the LESSEE. Any contract awarded by  
LESSEE for work in the leased premises shall include a provision whereby the LESSEE’S subcontractor agrees to indemnify,  
pay on behalf, and hold the LESSOR harmless for all injuries and damages arising in connection with the LESSEE’S subcontract.  
15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all taxes,  
assessments, liens or other similar liabilities that accrue to the leased premises or to the improvements thereon arising after this  
lease commences, including any and all ad valorem taxes and drainage and special assessments or personal property taxes of  
every kind and all construction or materialman's liens which may be hereafter lawfully assessed and levied against the leased  
premises subsequent to the effective date of this lease. In no event shall the LESSEE be held liable for such liabilities which  
arose prior to the effective date of this lease.  
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16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance  
of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants,  
terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions  
hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.  
17. TIME: Time is expressly declared to be of the essence of this lease.  
18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race,  
color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased  
premises or upon lands adjacent to and used as an adjunct of the leased premises.  
19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity,  
water and other public utilities to the leased premises and for having the utilities turned off when the leased premises are  
surrendered.  
20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the  
right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for  
purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named  
herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason  
of such exploration and recovery operations.  
21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease,  
and LESSOR shall have the right to audit such records at any reasonable time during the term of this lease. This right shall be  
continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow  
public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the  
provisions of Chapter 119, Florida Statutes.  
22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition  
of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR  
assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.  
23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining  
all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida  
or the United States or of any political subdivision or agency of either.  
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24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not  
limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom  
notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:  
LESSOR: State of Florida Department of  
Environmental Protection  
Division of State Lands  
Bureau of Public Land Administration, MS 130  
3800 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000  
LESSEE: The College of the Florida Keys  
Division of College Advancement  
5901 College Road  
Key West, Florida 33040  
25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms,  
or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice.  
In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice,  
LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach  
including, but not limited to, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise  
all rights and remedies herein conferred upon LESSOR.  
26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises  
or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the  
leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release  
or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or  
other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the  
purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section  
9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency  
(EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state  
or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards  
of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and  
"pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated  
thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph,  
LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation,  
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assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site  
ground and surface waters and lands affected by LESSEE'S such failure to comply, as may be necessary to bring the leased  
premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws,  
ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing  
immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive  
the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE’S obligations as  
set forth in paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing  
herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by  
governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or  
facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law,  
ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release,  
or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction,  
and to LESSOR, all within the reporting periods of the applicable governmental agencies. This paragraph shall not be deemed  
to apply to any conditions existing prior to the effective date of this lease.  
27. ENVIRONMENTAL AUDIT: At LESSOR’S discretion, LESSEE shall provide LESSOR with a current Phase I  
environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection,  
Division of State Lands’ standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.  
28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased  
premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written  
notification to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental  
Protection (“Division”), Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months  
prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an  
explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease  
instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or  
expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall  
become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at  
the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at  
LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division shall  
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perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division. If the  
improvements do not meet all conditions as set forth in paragraphs 19 and 36 herein, LESSEE shall pay all costs necessary to  
meet the prescribed conditions.  
29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all  
activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have  
been selected, developed, or approved by LESSOR, LESSEE or other land managing agencies for the protection and  
enhancement of the leased premises.  
30. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the  
respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally  
sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111,  
Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control  
plan for such lands.  
31. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by  
LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature  
against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against  
the leased premises or against any interest of LESSOR therein.  
32. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of  
competent jurisdiction, to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect  
and shall in no way be affected, impaired or invalidated.  
33. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties'  
obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic  
sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of  
State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code,  
shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify,  
protect and preserve the archaeological and historic sites and properties on the leased premises.  
34. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of  
the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air  
space thereabove.  
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35. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be  
amended with the prior written approval of LESSOR.  
36. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased  
premises and the improvements located thereon, in a state of good condition, working order and repair including, but not limited  
to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting  
all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in  
as good condition as the same may be on the effective date of this lease.  
37. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.  
38. SIGNS: LESSEE shall ensure that the area is identified as being publicly owned and operated as a public facility in all  
signs, literature and advertising. If federal grants or funds are used by LESSEE for any project on the leased premises LESSEE  
shall erect signs identifying the leased premises as a federally assisted project.  
39. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes  
only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions  
thereof.  
40. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of $300 pursuant to subsection  
18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date  
of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the  
fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July l to June  
30. Each annual payment thereafter shall be due and payable on July l of each subsequent year.  
41. RIGHT OF TERMINATION: Anything contained in this lease to the contrary notwithstanding, LESSOR shall have  
the right and option to terminate this lease, at will, for any reason whatsoever, by giving the LESSEE written notice of such  
election to terminate at least six (6) months prior to the effective date of such termination. LESSEE shall continue to honor its  
obligations under the lease until the effective date of the termination, including LESSEE’s obligations concerning surrender of  
the leased premises.  
42. ELECTRONIC SIGNATURES: This lease may be executed by electronic signature, which shall be considered as an  
original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic  
signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf)  
of an original signature.  
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IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed on the day and year first above  
written.  
“LESSOR”  
BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA  
(SEAL)  
BY:  
Brad Richardson, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board  
of Trustees of the Internal Improvement Trust Fund of the State  
of Florida  
Approved subject to proper execution:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
DEP Attorney Date \_\_1\_0\_-1\_8\_-2\_0\_2\_1\_\_  
“LESSEE”  
THE DISTRICT BOARD OF TRUSTEES OF THE  
COLLEGE OF THE FLORIDA KEYS, FLORIDA  
(SEAL)  
BY:  
Dr. Jonathan Gueverra, President  
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EXHIBIT “A”  
That portion of the Northeast ¼ of the Northwest ¼ of the Northwest ¼ of Section 26, Township  
66 South, Range 29 East, Monroe County, Florida, lying Southwesterly of the existing 66 foot  
right of way of State Road S-940, Section 90530 (Old State Road 4-A, also known as Key Deer  
Boulevard) on Big Pine Key, Monroe County, Florida;  
and  
Commencing at the Northeast corner of the West ½ of the West ½ of the Northwest ¼ of Section  
26, Township 66 South, Range 29 East, Monroe County, Florida, said corner also to be known as  
the Point of Beginning of the tract of land hereinafter described, bear West along the North line  
of the West ½ of the West ½ of the Northwest ¼ of Section 26, Township 66 South, Range 29  
East for a distance of 35.55 feet to a point; thence bear South for a distance of 662.16 feet to a  
point; thence bear East for a distance of 35.55 feet to the Southeast corner of the Northeast ¼ of  
the Northwest ¼ of the Northwest ¼ of Section 26, Township 66 South, range 29 East; thence  
bear North along the West line of the Northeast ¼ of the Northwest ¼ of the Northwest ¼ of  
Section 26, Township 66 South, Range 29 East for a distance of 662.16 feet, back to the Point of  
Beginning, in Monroe County, Florida, according to a survey prepared by O.G. Bailey,  
Registered Florida Land Surveyor No. 620;  
LESS AND EXCEPT:  
A 42.00 feet x 72.00 feet lease area lying within the above described parcels, more particularly  
described as follows:  
Begin at the Northwest corner of a 42.00 feet x 72.00 feet lease area being monumented by a ½”  
iron rod (#4596) and lying 392.19 feet, measured at right angles, East of the West line of said  
parent tract, and 432.50 feet, measured at right angles, South of the North line of said parent tract  
(described above); thence leaving said Northwest corner and said Point of Beginning, run N  
89°00’17” East, 72.00 feet to a ½” iron rod (#4596); thence run S 00°59’43” E, 42.00 feet to a  
½” iron road (#4596); thence run S89°00’17” West, 72.00 feet to a ½” iron road (#4596); thence  
run N 00°59’43” W, 42.00 feet to the Point of Beginning;  
ALSO LESS AND EXCEPT:  
A parcel of land located in Northeast ¼ of the Northwest ¼ of the Northwest ¼ of Section 26,  
Township 66, Range 29 East, on Big Pine Key, Monroe County, Florida, and being more  
particularly described as follows:  
Commencing at the intersection of the West line of the East ½ of the Northwest ¼ of Section 26,  
Township 66 South, Range 29 East and the Southwesterly Right of Way line of State Road 940  
(also known as Key Deer Boulevard); thence South 0°3’34” West and along the said West line of  
the East ½ of the Northwest ¼ of Section 26, Township 66 South, Range 29 East, for a distance  
of 343.55 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence  
continue South 1°3’34” West and along the said West line of the East ½ of the Northwest ¼ of  
Big Pine Key  
Lease 4863  
FFS  
Monroe County  
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EXHIBIT “A”  
Section 26, Township 66 South, Range 29 East, for a distance of 113.13 feet to a point on the  
South line of the Northeast ¼ of the Northwest ¼ of the Northwest ¼ of Section 26, Township  
66 South, Range 29 East; thence North 88°57’26” West along the said South line of the  
Northeast ¼ of the Northwest ¼ of the Northwest ¼ of Section 26, Township 66 South, Range  
29 East for a distance of 150.00 feet to a point; thence North 1°3’34” East for a distance of  
113.17 feet to a point; thence South 88°56’26” East for a distance of 150.00 feet back to the  
POINT OF BEGINNING. Said parcel of land contains 16,972.23 square feet, more or less.  
ALSO LESS AND EXCEPT:  
A parcel of land located in the East ½ of the Northwest ¼ of Section 26, Township 66 South,  
Range 29 East, on Big Pine Key, Monroe County, Florida, and being more particularly described  
as follows:  
Begin at the intersection of the West line of the East ½ to the Northwest ¼ of Section 26,  
Township 66 South, Range 29 East and the Southwesterly Right of Way line of State Road 940  
(also known as Key Deer Boulevard); thence South 1°3’34” West and along the said West Line  
of the East ½ of the Northwest ¼ of Section 26, Township 66 South, Range 29 East, for a  
distance of 343.55 feet to a point; thence North 88°56’26” West for a distance of 25.50 feet;  
thence North 1°3’34” East for a distance of 384.86 feet to the Southwesterly Right of Way line  
of State Road 940; thence South 30°37’16” East along the Southwesterly Right of Way line of  
said road for a distance of 48.55 feet to the Point of Beginning.  
Big Pine Key  
Lease 4863  
FFS  
Monroe County  
August 5, 2021  
Page 12 of 12 Lease Number 4863  
THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES  
AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY.  
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