
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Interlocal Agreement between Seminole County and the City of Casselberry regarding Seminola Boulevard Parcels

DEPARTMENT: Planning and Development **DIVISION:** Administration - Planning and Development

AUTHORIZED BY: Dori DeBord

CONTACT: Dori DeBord

EXT: 7397

MOTION/RECOMMENDATION:

1. Approve the Interlocal Agreement with the City of Casselberry and direct the Chairman to execute the agreement; or
2. Deny the Interlocal Agreement with the City of Casselberry; or
3. Continue to a time and date certain

District 2 Michael McLean

Dori DeBord

BACKGROUND:

The City of Casselberry is interested in developing a passive park site along Seminola Boulevard and wishes to acquire several parcels of land, including a retention pond owned by Seminole County.

The County would transfer the title of the property to the City of Casselberry under the terms of agreement, more particularly:

- The City would continue to maintain the pond at City standards and would not reduce any capacity of the pond in the future;
- the County retains a permanent drainage easement over the pond to ensure efficient stormwater runoff as it was originally designed
- The County and the City will work together on any future expansion of the pond
- No boat dock will be constructed on the pond site;
- If the City cannot construct the park within five years from the effective date, the land shall revert back to the County.

The City is in the process of acquiring properties around the County parcel and has applied for grants to fund the development of this park.

STAFF RECOMMENDATION:

Staff recommends the Board approve the interlocal agreement with the City of Casselberry and direct the Chairman to execute the agreement.

ATTACHMENTS:

1. Proposed Seminola Park Information
2. Location Map
3. Casselberry Interlocal Agreement

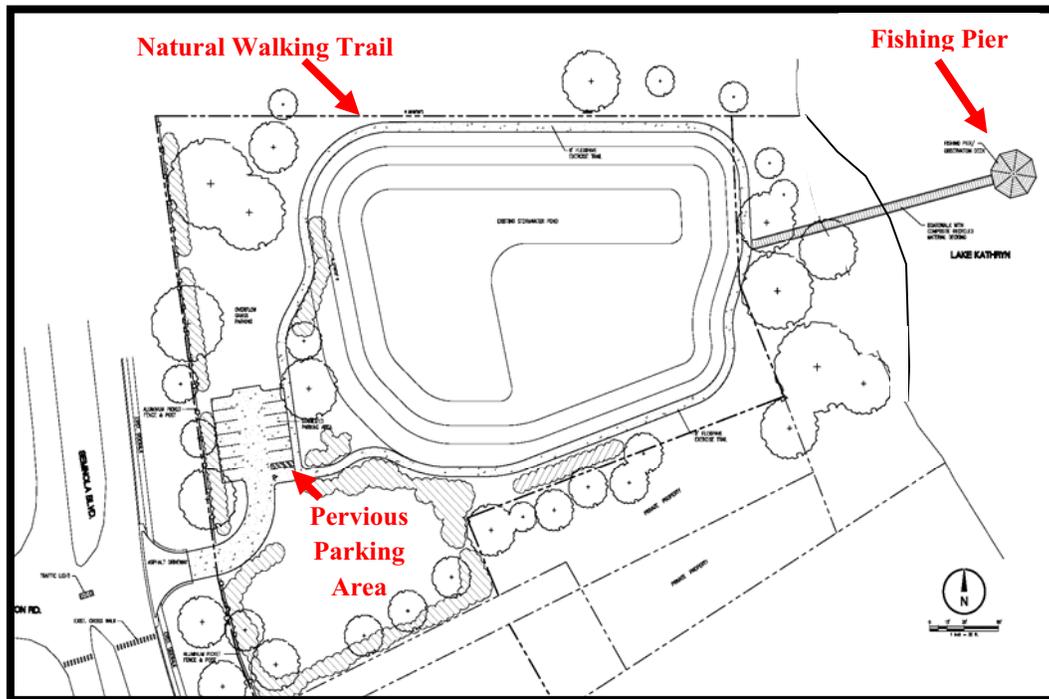
Additionally Reviewed By:

County Attorney Review (Melissa Clarke)

SEMINOLA PARK

This document has been created in an ongoing effort to keep residents informed on this important issue. The information in this document has been prepared to clarify and answer questions residents may have regarding the City's proposed Seminola Park concept.

PROPOSED PROJECT OVERVIEW (APPROX. 3.7 ACRES)



WHAT IS SEMINOLA PARK?

*The proposed park site is made up of four parcels. There are three parcels already in the public ownership and one parcel owned by Habitat for Humanity. The cost of the Habitat for Humanity parcel is \$170,000. This is approximately \$55,000 less than Habitat for Humanity paid for the parcel just last year. Development of this **neighborhood park** has not been budgeted at this time. At the appropriate time, City staff will look into applying for and receiving state grants to cover park development costs. These grants are earmarked solely for park development. If the City does not solicit this funding, it will be used for park development in other communities. Initial estimates for development based on the park's concept plan amounts to approximately \$160,000. Plans call for this neighborhood park to remain natural and passive in character. As a result, the City has no plans to construct restrooms.*

WHY SEMINOLA PARK?

- *Part of an overall community improvement program*
- *Provides for additional green space/parkland in the community especially as City becomes more dense/urban through redevelopment*
- *Provides for additional recreational amenities*
- *Supports the blueway concept of passive access to City lakes*
- *Converts retention pond into urban amenity*
- *Supports redevelopment of the area*
- *Addresses social concerns on the property*
- *Since the properties are currently owned by a non-profit organization and governmental entity respectively, no property would be taken off the tax rolls*
- *Cost of park development is low*

DOES THE CITY PLAN TO PUT A BOAT RAMP ON LAKE KATHRYN?

*There are no plans in place now or in the future to construct a boat ramp at this park. The City has adopted a “Blueway philosophy” of passive access only from City parks. City policy does not permit any motorized vessels from being launched from **City parks**. The City understands that the shoreline of this property is a protected wetland which in itself would most likely prohibit the construction of a boat launching facility for both motorized and passive access. The City remains committed to the preservation, health and quality of our lakes, wetlands, and other natural resources.*

HOW WILL THE DEVELOPMENT OF A FISHING PIER AFFECT THE AREA?

The proposed development of this park includes a fishing pier which is estimated to cost \$85,000. The City is not aware of any evidence that a fishing pier has any negative effect on property values. The City is committed to meeting the State’s standards for fishing piers. As a result, this pier will be properly lit and marked so that it will remain visible to vessels. Currently, the City has three fishing piers at Secret Lake Park. The City sees no evidence of fishing piers contributing to littering on or around these lakes. In addition, the City is a steward of preserving and protecting the natural resources in the area. The City will work closely with St. Johns Water Management District in making sure this project element results in little or no environmental detriment.

WHAT OTHER IMPROVEMENTS HAS THE CITY MADE IN THE COMMUNITY?

The City prides itself on its high quality services and amenities. The City is continuously investing in its current parks. For example, Secret Lake Park, a community park, recently underwent a renovation. The park’s tennis courts, basketball courts, and restrooms all received a complete overhaul. Another addition to the park is a new fishing pier, playground, exercise trail, and hundreds of trees. Anniversary/Lake Concord Stormwater Park is currently being renovated. Once completed, this park will provide improved venues for recreation, culture, and

special events. The Park will include a stage, boardwalk, playground, interactive water feature, and a café area. In addition, the City is proud to announce that a section of the much anticipated Wirz Park Trail is currently under construction. Two more sections of this trail are currently in the design phase. It is important to note that these projects were funded primarily through grants and other leveraged funds.

Other continuing improvements include the City's commitment to foster economic development and eliminate blight in the community by improving the landscaping of medians and streetscapes along major corridors. Additionally, it should be noted that the City Commission has agreed to a tentative budget that retains the Fire Department and continues to provide the outstanding services City residents have come to expect. The final Fiscal Year 2010 Budget will be approved in September.

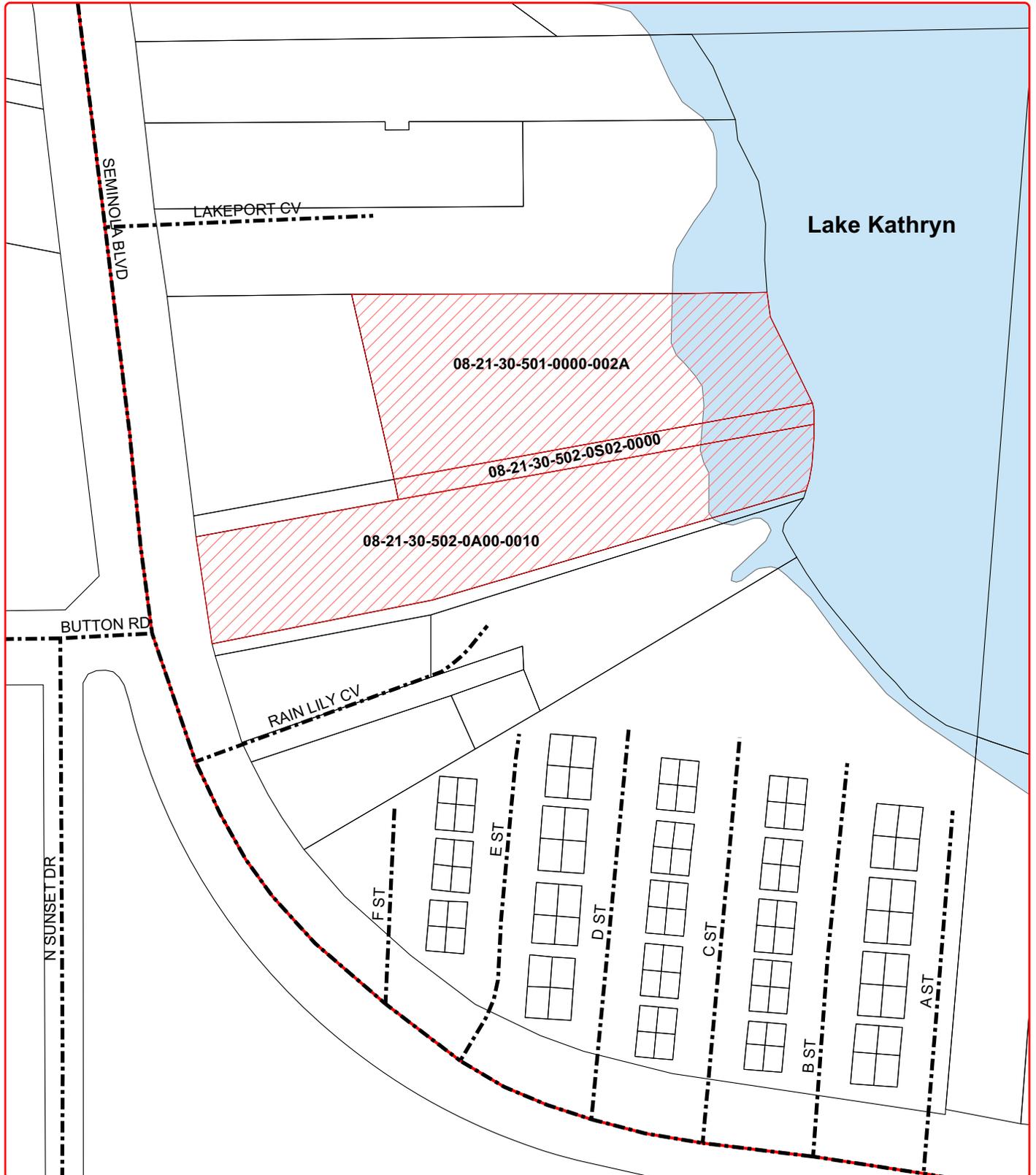
WILL THIS PARK BE A DUPLICATION OF SERVICES?

To serve a community of 25,182 people, often more than one of any element is needed. For example, the City has three water plants, two fire stations, and four tennis courts.

WHAT HAVE THE OPPORTUNITIES BEEN FOR PUBLIC DISCUSSION

- *Casselberry Parks and Recreation Advisory Board Meeting (December 7, 2008)*
 - *Action taken: Board recommended approval of park development plans*
- *Casselberry City Commission Retreat (February 16, 2009)*
- *Casselberry City Commission Meeting (June 22, 2009)*
 - *Action taken: Commission approved the purchase of the Habitat for Humanity parcel*
- *Future development will require additional public meetings when funding for development becomes available*

Seminola Boulevard Interlocal Agreement



Legend

 County Parcels

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF CASSELBERRY, FLORIDA
AND SEMINOLE COUNTY REGARDING THE
SEMINOLA BOULEVARD PARCELS**

THIS INTERLOCAL AGREEMENT is made and entered the last date signed below by the parties, and is by and between the **CITY OF CASSELBERRY, FLORIDA**, a municipality incorporated under the laws of the State of Florida, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707 (hereinafter referred to as "CITY" and sometimes as "Parties") and **SEMINOLE COUNTY, FLORIDA**, a political subdivision of the State of Florida whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as "County" and sometimes as "Parties").

RECITALS:

WHEREAS, the Board of County Commissioners (the "Board") of Seminole County desires to transfer title to certain properties (the "Properties") located on Seminola Boulevard, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, to the City; and

WHEREAS, the City desires to obtain the Properties; and

WHEREAS, as part of the transfer of the Properties, the Parties have reached certain understandings and agreements related to the use of the Properties; and

WHEREAS, the provisions of this Agreement provide a public benefit.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Interlocal Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Incorporation of Recitals. Each and all of the recitals above are declared to be true and correct and are incorporated in this Agreement as if fully set forth below. This Agreement shall be considered an Interlocal Agreement pursuant to the authority within Section 163.01, Florida Statutes.

Section 2. Transfer of Title. County hereby agrees to transfer title to the Properties to the City by Quit Claim Deed

attached as **Exhibit "B"** and incorporated herein by this reference. The City hereby agrees to accept title to the Properties. Any costs arising from the transfer shall be paid by City, except that the Parties shall pay their own attorneys' fees.

Section 3. Retention Pond. The Properties include a Retention Pond (the "Retention Pond"). The City hereby agrees to provide functional and aesthetic maintenance of the retention pond, as more particularly described and depicted in **Exhibit "C"** and incorporated herein by this reference, to the same standards as the City maintains other similar retention ponds. The County agrees that the City may change the pond as long as the City does not reduce its functional capacity to serve as a retention pond for Seminola Boulevard.

Section 4. Drainage Easement and Joint Use of Retention Pond. The City hereby agrees to grant a permanent and perpetual Drainage Easement in the form of the easement attached hereto as **Exhibit "D"** over a portion of the Properties as shown in **Exhibit "D1"** and incorporated herein by this reference, to facilitate the County's continued access and use of the Retention Pond for stormwater runoff from Seminola Boulevard.

Section 5. Retention Pond Expansion. Should expansion of the Retention Pond associated with a future widening of Seminola Boulevard be necessary, the County and the City agree to work together to determine modifications to the Retention Pond. The County shall be responsible for any modifications to the Retention Pond associated with the expansion of Seminola Boulevard. The City shall be solely responsible for modifications to the Retention Pond for any other purposes.

Section 6. Intended Use of Properties. The City hereby agrees to utilize these three (3) properties for the purpose of a passive park and agrees there will be no motorized boat launch except for emergency or maintenance purposes. The City agrees that it will not construct a boat ramp on the property nor allow a boat ramp to be constructed on the property.

Section 7. Governing Law. The Agreement shall be governed by and interpreted according to the laws of the State of Florida. The Parties shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations.

Section 8. Modifications, Amendments or Alterations. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written

document executed with the same formality and of equal dignity herewith.

Section 9. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties executing this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formally named party hereto.

Section 10. Severability, Construction and Interpretation. In the event that any section, subsection, sentence, clause or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining Articles, sections, subsections, sentences, clauses or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, sentence, clause or word did not exist. This Agreement was mutually negotiated by all parties who have executed the same. Consequently, it is the intent of the parties that no provision shall be more harshly construed against either party as the drafter hereof.

Section 11. Effective Date. Prior to this Agreement, or any amendment hereto, becoming effective, it shall be approved and executed by all parties hereto, and pursuant to Section 163.01(11), Florida Statutes, this Agreement shall become effective immediately after signing by the last party.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 13. Further Assurances. Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

Section 14. Reversion. Should the City fail to construct the Park within ten years from the effective date of this Agreement, the Property will revert back to County ownership.

Section 15. Liability. Neither party, their officers and employees shall be deemed to assume any liability for the acts, omissions and negligence of the other party.

IN WITNESS WHEREOF, the Mayor of the City of Casselberry, Florida and the Chairman of the Board of County Commissioners of Seminole County, Florida, each being authorized by their respective Commission or Board, as the case may be, have set their hand and seals on the date set forth below.

ATTEST:

THE CITY OF CASSELBERRY, FLORIDA

BY: _____
Donna G. Gardner, City Clerk

BY: _____
Charlene Glancy, Mayor

Approved as to form and legal sufficiency.

Catherine D. Reischmann

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Maryanne Morse, Clerk to The Board of County Commissioners of Seminole COUNTY, FLORIDA.

By: _____
Bob Dallari, Chairman

Date: _____

For the use and reliance of Seminole County only.

As authorized for execution by the Board of County Commissioners at their regular Meeting of _____, 2009.

Approved as to form and legal sufficiency.

County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTIES

PARCEL 08-21-30-502-0A00-0010

ALL OF LOTS 1, 2, 3, 4, 5, AND 6, BLOCK A, BAY TREE SHORES, AS RECORDED IN PLAT BOOK 8, PAGE 42 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 08-21-30-501-0000-002A

ALL OF LOT 2, ADDITION TO CENTRAL PARK AS RECORDED IN PLAT BOOK 7, PAGE 9 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION:

BEGIN AT THE SOUTHWESTERLY CORNER OF LOT 2, ADDITION TO CENTRAL PARK AS RECORDED IN PLAT BOOK 7, PAGE 9 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SEMINOLA BOULEVARD; THENCE NORTH 09°16'01" WEST ALONG THE WESTERLY LINE OF SAID LOT 2 AND SAID EASTERLY RIGHT OF WAY LINE, 240.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE NORTH 89°58'59" EAST ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 142.70 FEET; THENCE SOUTH 12°00'23" EAST, 210.93 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 2; THENCE SOUTH 78°18'59" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 151.06 FEET TO THE POINT OF BEGINNING.

PARCEL 08-21-30-502-0S02-0000

A PART OF A 25.00 FOOT PRIVATE DRIVE SHOWN ON THE PLAT OF BAY TREE SHORES AS RECORDED IN PLAT BOOK 8, PAGE 42 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF THE PLAT OF BAY TREE SHORES AS RECORDED IN PLAT BOOK 8, PAGE 42 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 78°18'59" EAST ALONG THE NORTHERLY LINE OF SAID PLAT OF BAY TREE SHORES, 151.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 78°18'59" EAST ALONG SAID LINE, 336.94 FEET TO THE MOST NORTHERLY CORNER OF SAID PLAT OF BAY TREE SHORES; THENCE SOUTH 22°49'14" EAST, 25.48 FEET TO THE MOST NORTHERLY CORNER OF LOT 6, BLOCK "A" OF SAID PLAT OF BAY TREE SHORES; THENCE SOUTH 78°18'59" WEST ALONG THE NORTHERLY LINE OF SAID BLOCK "A" A DISTANCE OF, 341.72 FEET; THENCE NORTH 12°00'23" WEST, 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8483 SQUARE FEET, MORE OR LESS.

EXHIBIT "B"
QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this _____ of _____, 2009, by **SEMINOLE COUNTY, FLORIDA**, of 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as "GRANTOR"), to the **CITY OF CASSELBERRY, FLORIDA**, of 95 Lake Triplet Drive, Casselberry, Florida 32707 (hereinafter referred to as "GRANTEE"): (Wherever used herein the terms "GRANTOR" and "GRANTEE" shall include singular and plural heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires).

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lots, piece or parcels of land, situate, lying and being in the County of Seminole, State of Florida, as described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

WITNESSTH:

GRANTOR:

BOARD OF COUNTY COMMISSION OF
SEMINOLE COUNTY, FLORIDA

ATTEST:

BY: _____
MARYANNE MORSE
Clerk to the Board of County
Commissioners of Seminole
County, Florida.

BY: _____
BOB DALLARI, CHAIRMAN

Date: _____

EXHIBIT "C"

RETENTION POND LEGAL DESCRIPTION

All of Lot 2, Addition to Central Park as recorded in Plat Book 7, Page 9 of the Public Records of Seminole County, Florida.

LESS AND EXCEPT the following described portion:

BEGIN at the Southwesterly corner of Lot 2, Addition to Central Park as recorded in Plat Book 7, Page 9 of the Public Records of Seminole County Florida, said point also being on the Easterly right of way line of Seminola Boulevard; thence North 09°16'01" West along the Westerly line of said Lot 2 and said Easterly right of way line, 240.00 feet to the Northwesterly corner of said Lot 2; thence North 89°58'59" East along the Northerly line of said Lot 2, a distance of 142.70 feet; thence South 12°00'23" East, 210.93 feet to a point on the Southerly line of said Lot 2; thence South 78°18'59" West along the Southerly line of said Lot 2, a distance of 151.06 feet to the POINT OF BEGINNING.

Subject to easements and restrictions of record.

EXHIBIT "D"

DRAINAGE EASEMENT

THIS EASEMENT is made and entered into this _____ day of _____, 2009, by and between the **CITY OF CASSELBERRY, FLORIDA**, a municipality incorporated under the laws of the State of Florida, whose address is 95 Lake Triplet Drive, Casselberry, Florida 32707, hereinafter referred to as the **GRANTOR**, and **SEMINOLE COUNTY, FLORIDA**, a political subdivision of the State of Florida whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as **GRANTEE**.

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR does hereby grant and convey to the GRANTEE for its drainage purposes, with full authority to enter upon, excavate and construct, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of ponds, pipes, ditches, retention, percolation or disposal areas or any combination thereof, together with appurtenant drainage structures, over, under, upon, and through the following described lands situated in the County of Seminole, State of Florida, (the "EASEMENT AREA") to-wit:

SEE ATTACHED EXHIBIT "D1"
attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear, keep clear and remove from said easement area and rights-of-way any and all trees, undergrowth, and other obstructions that may interfere with locations, excavations or operations of the drainage facilities or any structures installed thereon by the GRANTEE and its assigns. GRANTOR, and its assigns are permitted to construct structures such as a fishing pier, boardwalk or pavilion provided that the GRANTOR and its assigns agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said easement area and rights-of-way that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon.

THE GRANTOR does hereby covenant with the GRANTEE, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement area, that the Easement Area is free from all encumbrances and that

the GRANTOR has full legal authority to grant the easement as set forth herein.

This entire Easement touches or concerns the subject property and shall run with the land, shall be a burden and binding upon the GRANTOR and the GRANTOR's assigns and successors in interest.

IN WITNESS WHEREOF, said Grantor has hereunto set their hand and seal the date first above written.

**THE CITY OF CASSELBERRY,
FLORIDA**

ATTEST:

BY: _____
DONNA GARDNER, City Clerk

BY: _____
CHARLENE GLANCY, Mayor

Date Approved: _____

**STATE OF FLORIDA
COUNTY OF SEMINOLE**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Charlene Glancy, who is personally know to me or who produced her Florida Driver's License as identification and acknowledged before me he executed same.

EXECUTED and sealed in the County and State named above this _____ day of _____, 2009.

(Affix Notary Seal)
Notary Public, State of
Florida

Printed or typed name

EXHIBIT "D1"

LEGAL DESCRIPTION OF PROPERTIES

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