



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

THADDEUS L. COHEN, AIA
Secretary

AUG 22 2005

August 15, 2005

City of Marathon
ATTN: Cindy Ecklund, City Clerk
10045-55 Overseas Highway
Marathon FL 33050

Re: Resolution 2004-005 (Seaview Commons)

Dear Mrs. Ecklund:

The Department Field Office has received your request for a letter stating that the Department will not appeal the above resolution. The Department will not appeal this resolution pursuant to Section 380.07, Florida Statutes. While the Department will not appeal this resolution under its statutory authority, the development order is still subject to the local administrative appeal provisions.

This letter is not intended to constitute, and shall not be construed as constituting, a verification of compliance with the Comprehensive Plan and Land Development Regulations, and shall not be relied upon as a precedent or a waiver of rights regarding any other development order.

Sincerely,

Rebecca Jetton, Administrator
Florida Keys Area of Critical State Concern

c: Marathon Building Department

2 5 5 5 SHUMARD OAK BOULEVARD • TALLAHASSEE , FLORIDA 32399-2100

Phone: (850) 488-8466/Suncom 278-8466 FAX: (850) 921-0781/Suncom 291-0781

Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, FL 33050-2227
(305) 289-2402

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-2356

EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7956

**CITY OF MARATHON, FLORIDA
RESOLUTION 2004-005**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, APPROVING A DEVELOPMENT
AGREEMENT FOR AN AFFORDABLE HOUSING PROJECT KNOWN
AS SEAVIEW COMMONS**

WHEREAS, the City of Marathon City Council has determined there is a need for affordable housing developments within the City of Marathon; and

WHEREAS, the existing land development regulations implementing the various policies in the City's transitional comprehensive plan concerning the provision of affordable housing have proven inadequate; and

WHEREAS, the City Council of the City of Marathon, Florida (the "City") desires to facilitate and encourage affordable housing in the City by entering into a development agreement with Seaview Commons, LLC for the development of thirty (30) affordable housing units.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF MARATHON, FLORIDA, AS FOLLOWS:**

Section 1. The Development Agreement between the City and Seaview Commons, LLC, a Florida limited liability company, in substantially the form as the attached Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is approved.

Section 2. Approval by the City Council of the Development Agreement is subject to the following conditions:

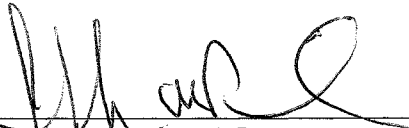
1. The developer shall enter into a contract with a third party agency to qualify applicants (both buyers and renters) for the affordable housing units and submit the contract to the City Council for review and approval prior to applying for building permits.
2. The developer shall file a Deed Restriction prohibiting the use of any unit as a vacation rental prior to obtaining a Certificate of Occupancy.
3. The development project shall be reviewed annually. If the City determines that the development will be unable to complete the project as anticipated, the City may reallocate the affordable housing allocations to another project.
4. The developer is required to submit the title work or an opinion of title in order for the City verify that whatever entity is signing the agreement as the developer does in fact have legal ownership of the property subject to the agreement.

Section 3. The City Manager is authorized to execute the Development Agreement on behalf of the City.

Section 4. This resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 13th April 2004.


THE CITY OF MARATHON, FLORIDA



Jeffrey M. Pinkus, Mayor

AYES: Bull, Bartus, Mearns, Miller
NOES: Pinkus
ABSENT: None
ABSTAIN: None

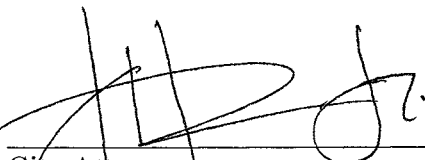
ATTEST:



Cindy L. Ecklund
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney

02

This instrument prepared by:

THOMAS D. WRIGHT, ESQUIRE
LAW OFFICES OF THOMAS D. WRIGHT, CHARTERED
9711 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 743-8118

Doc# 1495928 02/10/2005 10:32AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1495928
Bk# 2083 Pg# 2414

Parcel I.D. Nos.:

04/06/04

Received

MAR 02 2005

City Clerk

(Space reserved for recording)

DEVELOPMENT AGREEMENT

**SEAVIEW COMMONS
MARATHON, FLORIDA**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Marathon, Florida, a Florida municipal corporation, ("City"), and Seaview Commons, L.L.C., a Florida Limited Liability Company, ("Developer"), pursuant to Sections 9.5-101 and 9.5-102 of the City Code, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2002), and is binding on the "Effective Date" set forth herein.

WITNESSETH

WHEREAS, Seaview Commons, L.L.C. is the owner (via a 99 year land lease) of real property in Monroe County, Florida, located within the City, on the Atlantic side of Highway U.S. 1 in the Coco Plum area, comprising approximately 1.765 acres of upland. The property is more particularly described in Exhibit "A"

(boundary survey), attached hereto and incorporated herein by reference (the "Property") with a legal description as follows:

Lot 9, Block 7, COCO PLUM BEACH SUBDIVISION, as recorded in Plat Book 4, at Pate 166, of the Public Records of Monroe County, Florida

The Property is presently zoned Urban Residential (UR) and is designated Residential High on the Future Land Use Map of the City's Comprehensive Plan:

WHEREAS, the City issued a Request for Proposals ("RFP") for Affordable Housing Development Using ROGO Exempt Allocations seeking proposals from qualified developers for the development of affordable housing within the City; and

WHEREAS, Seaview Commons, L.L.C., Developer submitted a response to the RFP for the development of Seaview Commons on the Property to consist of thirty-five (35) affordable housing units; and

WHEREAS, the City reviewed six (6) responses to the RFP on June 10, 2003 and selected Seaview Commons as one of the successful respondents to the affordable housing RFP; and

WHEREAS, it is in the public interest to provide for affordable housing within the City; and

WHEREAS, the City has held public hearings to accept and encourage public input with respect to the proposal of Seaview Commons, L.L.C., Developer contained in this Agreement, and has considered such public input; and

WHEREAS, Public Notice of the parties intent to consider entering into this Development Agreement has been provided by advertisement published in a newspaper of general circulation and readership in the City, posting the Property subject to this Agreement, and mailed notice to the persons and entities shown on the most recent Monroe County Tax Roll to be the owners of property lying within 300 feet of the boundaries of the Property subject to this Agreement; and

WHEREAS, the City Planning Commission has held a public hearing on January 27, 2004 to consider this Agreement and the City Council held public hearings on January 27, 2004 and April 13, 2004 to consider this Agreement; and

WHEREAS, the City has determined that this Agreement is in the public interest and will further the health, safety and welfare of the residents of the City; and

WHEREAS, the City Council, acting as the Planning Commission and the City Commission, has reviewed the project and taken extensive public comment; and

WHEREAS, the City Commission finds that the proposed 30-unit affordable housing development known as Seaview Commons, is consistent with the Comprehensive Plan, Land Development Regulations and immediate Community character.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. **DEFINITIONS**

For the purposes of this Agreement the following terms shall have the following definitions:

Agreement shall refer to this Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3220, et. seq., Florida Statutes.

Annual Report shall refer to the report filed by Developer with the City and (as and when applicable) the State land-planning agency.

City Code or LDRs shall refer to the Code of Ordinances of the City.

Comprehensive Plan shall refer to the City's transitional comprehensive plan or the comprehensive plan adopted by the City pursuant to the applicable provisions of Chapter 163, Florida Statutes.

Development shall refer to the development of the property for uses permitted by the existing Future Land Use Map, Land Use District Maps, and applicable LDR's, subject to the conditions, obligations, restrictions and terms contained in this Agreement.

Effective Date shall refer to the date this Agreement becomes effective, as set forth herein.

Property shall refer to one or more of the parcels of real property located in the City subject to this Agreement.

Public Facilities shall refer to those facilities that are specifically described in Section 163.3221, Florida Statutes, and as set forth in this Agreement.

State land planning agency shall refer to the State of Florida Department of Community Affairs, or any successor State agency.

II. STATUTORY AND CODE REQUIREMENTS

The parties recognize the binding effect of Chapter 163, Florida Statutes, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following:

A. Legal Description and Ownership

The Property that is subject to this Agreement is described in Exhibit A, (boundary survey).

B. Duration of Agreement

This Agreement shall remain in effect for ten (10) years from the effective date herein. It is the intention of the City and Developer to promote rational and timely development of the Property to maximize best land use management practices consistent with Developer's rights and commitments described herein.

C. Permitted Uses

1. Pursuant to Florida Statute 163.3227(1)(c), the characteristics of the property to be developed are that the zoning is Urban Residential (UR). In this zoning district the maximum height is thirty-five (35) feet. The allocated density is six (6) units per acre, however, twenty-five (25) units per net buildable acre are allowed as a density bonus in the event that affordable housing is constructed. The Property will be developed with thirty (30) affordable housing

units substantially as shown on the Plans entitled Seaview Commons, prepared with a most recent revision date of March 20, 2004 ("Seaview Commons"). Copies of said plans are attached as composite Exhibit "B", and are incorporated herein by reference.

2. In order to ensure the City that Seaview Commons will meet the requirements of the City Code and meet the affordable housing goals of the City and County, the proposed sales price of the thirty (30) units, will be consistent with 120% of the annual median income for Monroe County. As of the effective date, the median income for Monroe County is \$57,200, which establishes pricing between unit prices and mortgage amounts of \$205,000 to \$225,000. If the median income increases, the sales price may increase so long as the units still qualify as affordable housing under the applicable Monroe County guidelines.

3. Consistent with the concept of phased and flexible development practice, the Developer reserves the right to modify the approved floor plans in order to provide a range of bedroom and bathroom combinations. To meet market conditions and demands, the housing units shall consist of two bedroom/two bathroom units and may include three bedroom/two bathroom units and/or one bedroom/one bathroom handicap accessible units. The City recognizes that a change to the unit layout may result in a change to the building footprints, adjacent sidewalks, etc. In order to maintain this flexibility the City agrees that modifications to the approved plans that change the unit layout shall be reviewed as a minor deviation to the approved Site Plan and approved by the Planning Manager for the City.

4. Developer will contract with an appropriate third party entity or agency, such as the Monroe County Housing Authority, to be mutually agreed upon by Developer and the City, to review the qualifications of the proposed unit buyers or renters for the affordable housing units to ensure that they qualify under the applicable affordable housing guidelines. Such monitoring agreements shall be reviewed and approved by City Council and in place prior to the issuance of a building permit. Buyers of resale units shall also be required to be qualified by an appropriate entity or agency based upon the then applicable affordable housing rules. The Affordable Housing Deed Restriction specified by the City Code shall be placed on all units for the initial 50-year term of occupancy. These affordable housing units are to be owner and tenant occupied, homesteaded (as applicable) residential units with a prohibition against the use of these units as vacation rental units.

5. For the duration of this Agreement, the parties agree that any and all of the approved development shall adhere to, conform to, and be controlled by this Agreement, the exhibits attached hereto and incorporated by reference, the City LDRs and the Comprehensive Plan governing the development of the Property on the Effective Date. In the event that all or a portion of the existing or authorized development subject to this Agreement should be destroyed by storm, fire, or other common disaster, and Developer, their grantees, successors, or assigns shall have the absolute right to rebuild or repair the affected structure(s) and reinstate the prior approved use so long as such development is in compliance with this Agreement.

6. Developer or others may retain the ownership of units and hold them out for rental to qualified applicants only. Qualified applicants shall be defined as persons earning less than or equal to 120% of the annual median income for Monroe County.

D. Public Facilities

1. The Florida Keys Aqueduct Authority provides domestic potable water.

2. Electric service is provided by the Florida Keys Electric Co-Op.

3. Solid waste service will be provided by a solid waste collection system franchised or otherwise contracted by the City. The current approved service provider is Marathon Garbage Service.

4. Developer intends to hook-up to the existing wastewater treatment plant located at Bonefish Towers. The Sewage Treatment Plant Agreement is submitted with the Development Agreement and is subject to the review and approval of the City Attorney. In the event that this connection cannot be achieved, Developer will provide an adequate wastewater treatment plant within its premises, subject to issuance of all required permits and approvals. In no case however, shall any building permits for the construction of units be issued on the property until the Developer has obtained all necessary approvals from the Department of Health or from the Department of Environment Regulation for sewage disposal.

5. Letter of Coordination and Availability from each utility provider will be provided by Developer to the City. Developer will supply all utilities at Developers' cost and expense.

6. The City agrees to work together with Developer to gain approval of as many Nutrient Reduction Credits (NRC's) as may be reasonably necessary for the development of Seaview Commons and, as permitted by law, Developer, will turn over, dedicate or otherwise assign to the City any excess NRC's not required for development of the Property. NRC's shall be required at the issuance of building permits for the housing units and not required for the issuance of building permits related to site development.

7. The on-site amenities, shall be as shown on the Seaview Commons plans including the dockage, landscaping and recreation areas. Said amenities shall be maintained by the Seaview Commons Property Owners Association or Condominium Association, as applicable.

E. Local Development Permits

The following is a list of all development permits approved or needed to be approved for the development of the Property as specified and requested in this Agreement:

1. This Agreement;
2. Minor Conditional Use approval;
3. Final site plan, landscape plan, drainage plan, building elevations and floor plans;
4. Building and related construction permits for all main and accessory structures, dockage, land clearing and landscaping. At any time any building permit is applied for, Developer shall demonstrate compliance with The Florida

Building Code and all applicable federal, state and municipal disabled-access regulations in effect at the time of application;

5. Federal, state, regional, and local permits for storm-water runoff and dredge and fill activities, when necessary and if required.

6. Any other Federal, State or Local permits that may be required.

F. Schedule of Construction

The design of Seaview Commons lends itself to phased construction. It is in the best interest of the City and Developer to establish a flexibility in construction in order to best provide the citizens of the City a housing community that is responsive to the needs of the community. Therefore, the Developer shall submit applications for Land Clearing and Site Work within six months of the Effective Date of this Agreement. Whereas the project consists of thirteen (15) distinct buildings, the Developer shall submit building permit applications for a minimum of two (2) buildings containing affordable housing units within nine months of the Effective Date of this Agreement. Thereafter, the Developer shall submit building permit applications for a minimum of two (2) buildings at intervals not to exceed six (6) months, until build-out of the project is achieved.

G. Finding of Consistency

By entering into this Agreement, the City finds that the development permitted or proposed herein is consistent with and furthers the Comprehensive Plan, applicable LDRs and the Principles for Guiding Development set forth at Section 380.0552(7), Florida Statutes.

H. Breach, Amendment, Enforcement and Termination

Exclusive of any others except those imposed by law, the following additional conditions, terms, restrictions, or other requirements are also determined by the parties to be necessary for the execution and enforcement of this Agreement:

1. Breach of Agreement and Cure Provisions

a. Upon Developer's material breach of the terms and conditions of this Agreement, the City shall serve written notice on and shall provide Developer the opportunity within sixty (60) days to propose a method of curing said breach by fulfilling this Agreement's terms and conditions or negotiating an amendment to this Agreement.

b. The following events, unless caused by fire, storm, flood, or other Act of God or other event beyond the control of Developer, is to be considered a material breach of this Agreement: (i) the failure to maintain compliance with applicable LDR requirements effective on the date of this Agreement; (ii) the failure to maintain conditions placed on any permits or other approvals contained in or issued as a direct result of this Agreement; (iii) the failure to comply with applicable permitting requirements of the City after notice and opportunity within ninety (90) days to comply with such permitting requirements or, if applicable, to commence compliance with such requirements and have completed within a reasonable time as mutually agreed by the parties if compliance requires more than sixty (60) days.

c. If the City finds that Developer, their grantees, successors, or assigns, is in material breach of this Agreement, and after notice is given as

provided herein to respond to or cure said breach, Developer fails within thirty (30) days to respond, cure, or secure an amendment resolving the breach, the City may utilize appropriate code enforcement remedies to cure such breach. Such remedy, however, shall not be the sole remedy available to the City to cure such breach.

2. Amendment, Termination, or Revocation

The parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made only in accordance with the notification and procedural requirements set forth herein. Amendments to this Agreement may subject Developer to the laws and policies in effect at the time of the amendment. It is further agreed that no modifications, extensions, amendments, or alterations of the terms or conditions herein shall be effective unless contained in a written document approved and executed by all parties to this Agreement or as otherwise required by law. This Development Agreement may be amended or canceled by mutual consent of the parties to this Agreement or by their successors in interest pursuant to Florida Statute 163.3237.

3. Hearing Requirements

a. Prior to amending, terminating, or revoking this Agreement, the City shall conduct at least two (2) public hearings.

b. Notice of intent to amend, terminate, or revoke this Agreement shall be pursuant to City Code or SS 163.3225, Florida Statutes, as may be amended. The day, time, and place of any further public hearing shall be

announced at the first public hearing and the date thereof shall be advertised at least seven (7) days before such public hearing. The notices shall specify the location of the property subject to this Agreement, the development uses proposed on the property, the proposed population densities, and the proposed building intensities and height, and shall specify a place where a copy of the proposed amendment, termination, or revocation, and any supporting information may be reviewed or obtained.

4. State and Federal Law

If any state or federal laws enacted after the effective date of this Agreement preclude any party's compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal law(s). However, this Agreement shall not be construed to waive or supersede any contention under law that Developer has acquired vested rights under prior law.

5. Enforcement

a. The City or Developer, their grantees, successors or assigns may file an action for injunctive relief in the Circuit Court of Monroe County to enforce the terms of this Agreement.

b. Nothing contained herein shall limit any other powers, rights, or remedies that any party has, or may have in the future, to enforce the terms of this Agreement.

III. COMPLIANCE WITH OTHER LAWS

The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the laws governing said permitting requirements, conditions, terms, or restrictions.

IV. ADDITIONAL PROVISIONS

A. Recording

The Developer shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following execution by all parties. Recording fees shall be paid by Developer.

B. Entire Agreement

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or other understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, oral or written.

C. Severability

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provision shall be

inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid. However, the remainder herein shall not be invalidated thereby and shall continue to be given full force and effect.

D. Jurisdiction and Governing Law

The parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.

E. Conflicting Resolutions

All resolutions or parts thereof in conflict with the provisions of this Agreement are hereby repealed to the extent of such conflict.

F. Successors and Assigns

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

G. Notices

All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and shall be delivered by any one of the following methods to the parties at their respective addresses listed below: (i) by personal delivery; (ii) by deposit with the U.S. Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (iii) by deposit with an overnight delivery service. Notice shall be deemed effective upon receipt. For purposes

of notice, demand, request, or other reply, the parties' addresses shall be as follows:

MARATHON:

City Manager, W. Scott Janke
100th Street Center
Marathon, Florida 33050

City Attorney, John Herin
2665 S. Bayshore, Suite 420
Miami, FL 33133

DCA:

Thaddeus Cohen, Secretary
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399

DEVELOPER:

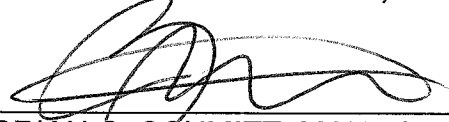
Seaview Commons, L.L.C.
c/o Thomas D. Wright, Registered Agent
9711 Overseas Highway, Suite 5
Marathon, FL 33050

H. Effective Date

The effective date of this Agreement shall be the date of the last required party's signature.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below written. Signed, sealed, and delivered in the presence of:

For SEAVIEW COMMONS, L.L.C.:



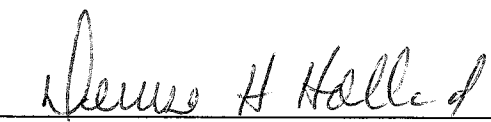
BRIAN C. SCHMITT, MANAGER
DATE: 5/15/04

Witnesses:



Signature
Christina Belotti

Print Name



Signature
DENISE H HOLLAND

Print Name

STATE OF FLORIDA)

COUNTY OF MONROE)

The foregoing Agreement was acknowledged before me on this 15TH day of May, 2004, by BRIAN C. SCHMITT, as Managing Member of SEAVIEW COMMONS, L.L.C., and the respective witnesses, Christina Belotti and Denise H Holland, who are either personally known to me or produced Florida driver's licenses as identification.

Denise H Holland
Notary Public

(SEAL)



Denise H. Holland
Commission #DD276524
Expires: Dec 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

APPROVAL BY THE CITY OF MARATHON

On the 13 day of April, 2004, the City of Marathon City Commission approved this Agreement by Resolution No. 2004-005.

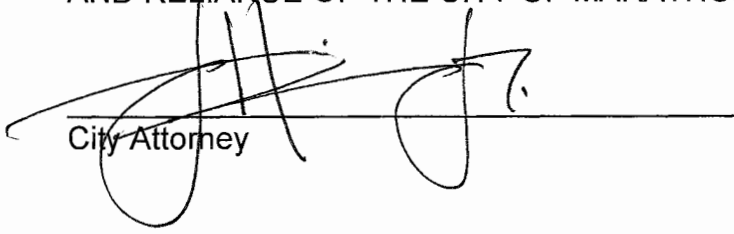
THE CITY OF MARATHON, FLORIDA

Jeffrey M. Rinkus
Jeffrey M. Rinkus, Mayor

ATTEST:

Cindy L. Ecklund
Cindy L. Ecklund
City Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON ONLY:

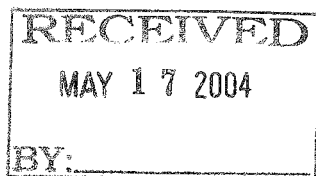


City Attorney

MONROE COUNTY
OFFICIAL RECORDS



SCHMITT
REAL ESTATE CO.



11100 OVERSEAS HIGHWAY
MARATHON, FL 33050
BUS. (305) 743-5181
TOLL FREE (800) 366-5181
FAX (305) 743-7012
EMAIL schmitmk@bellsouth.net
WEBSITE RealEstateFloridaKeys.com

May 17, 2004

Clara Werner
City of Marathon
Marathon, Florida 33050

**** Hand Delivered ****

Dear Clara:

Re: Resolution No. 2004-005

Attached please find the fully executed, witnessed and notarized original in the above.

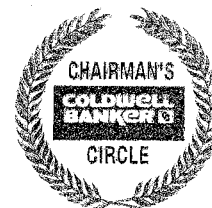
Thank you for all your assistance.

Sincerely,

Brian
by ps

Brian C. Schmitt
Licensed Real Estate Broker

Enclosure



Each Office Is Independently Owned And Operated.

Unparalleled Success
Through Exceptional Service

Receipt# 18530

DANNY L. KOLHAGE
CLERK OF THE CIRCUIT COURT
MONROE COUNTY
500 WHITEHEAD STREET
KEY WEST, FL
33040-

154.50

000025

154.50

FAX
305-289-4123

TO: GAIL Couington

Doc# 1495928 Pgs: 18
Doc Type: AGR
Book 2083 Page 2414-2431
RECORDING \$ 154.50

Total \$ 154.50
Check Amt. Tendered \$ 154.50
Change Due \$ 0.00
Balance \$ 0.00

Check Number Amount
25 \$ 154.50

Total Documents: 1
Total Fees: 1

Client Name GENERAL PUBLIC
02/10/2005 10:32:49 AM

Cashier: JILL

FNB Acct.# 4001534380

SEAVIEW COMMONS, LLC

Clerk of the Court

2/9/2005

Record Development Agreement From City

PAYMENT PRECORDED

FNB Acct.# 4001534380

Record Development Agreement From City

DUPRETT AND COMPANY, INC. (305) 994-3212