

**CITY OF MARATHON, FLORIDA
RESOLUTION 2006-26**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A REVISED MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AUTHORIZING THE USE OF CITY OWNED PROPERTY FOR THE PURPOSE OF PROVIDING LOCATIONS FOR THE PLACEMENT OF TEMPORARY EMERGENCY HOUSING WITHIN THE CITY'S JURISDICTIONAL LIMITS

WHEREAS, on January 10, 2006, the City Council of the City of Marathon (the "City") adopted Resolution 2006-006 approving a Memorandum of Understanding with FEMA authorizing the temporary placement of recreational vehicles on property owned by the City; and

WHEREAS, the City was advised by FEMA that certain provisions of the approved MOU needed to be modified to reflect that FEMA was a self-insured agency of the Federal government (the "Revised MOU"); and

WHEREAS, the City and FEMA desire to approve the Revised MOU and rescind all prior actions and approvals with respect to the MOU.

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

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

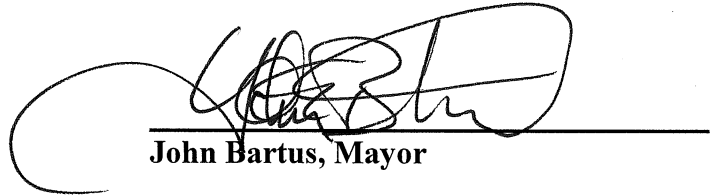
Section 2. The Revised MOU between the City and FEMA in the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved. The City Manager is authorized to sign the agreement on behalf of the City.

Section 3. All prior actions and approvals of the City with respect to the MOU including, but not limited to, the approval of Resolution 2006-006 are hereby rescinded.

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 day of February, 2006.

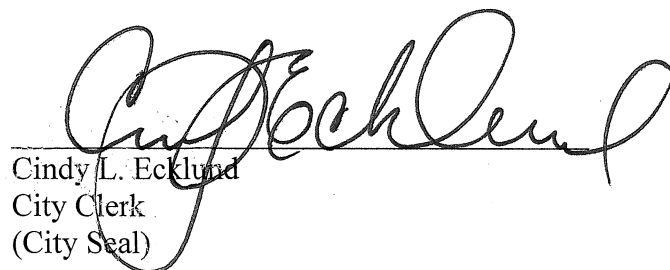
THE CITY OF MARATHON, FLORIDA



John Bartus, Mayor


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

**MEMORANDUM OF UNDERSTANDING AUTHORIZING USE OF
CITY PROPERTY FOR THE PLACEMENT OF FEMA
TEMPORARY EMERGENCY HOUSING TRAILERS**

This Memorandum of Understanding (the "Agreement") between The City of Marathon, Florida, a Florida municipal corporation ("City" or "Lessor") and the Federal Emergency Management Agency, Emergency Preparedness and Response Directorate, U.S. Department of Homeland Security ("FEMA" or "Lessee") is dated as of 02-02-06. Lessee desires to use and Lessor agrees to lease the premises located at the City of Marathon Community Park and Boot Key Harbor City Marina, Florida (the "Property") and more fully described in Exhibit "A" (the "Community Park") and "B" (the "Marina") attached hereto. Lessee will use the Property primarily for a mobile home group site in response to Disaster Declaration 1609 ("FEMA-1609-DR-FL").

The following conditions apply:

I. Term

The term of this Agreement shall commence on December 22, 2005 (the "Effective Date") and, subject to Lessee's compliance with this Agreement, continue until May 31st, 2006 for the Community Park, and June 22, 2006, for the Marina, (either date or collectively, the "Termination Date"). The Termination Date for the Community Park may not be extended, however the Termination Date for the Marina may be extended. Lessee may request one (1) extension to the Termination Date of the Marina lease for an additional eight (8) months. Lessee shall make a request for extension in writing to Lessor no less than 30 days prior to the Termination Date of the Marina lease. Lessor shall, in its sole discretion, advise Lessor in writing that it intends to grant or deny an extension within five (5) business days after receiving a request from Lessee. The failure of Lessor to respond to Lessee within five (5) days shall be considered a rejection of Lessee's request for an extension.

II. Rent

Other than the Utility Fees defined below, Lessor acknowledges that Lessee shall not be obligated to pay any rent to Lessor for the use of the Property for the term of this Agreement, including any extension granted by the Lessor pursuant to Section I.

III. Land Maintenance

Lessee shall, commencing on the Effective Date and thereafter at all times during the remainder of this Agreement, and at its sole cost and expense, prepare, keep, maintain or cause to be prepared, kept or maintained in repair and good operating condition the Property and any and all buildings or improvements at any time erected on the Property pursuant to this Agreement and shall use all reasonable

precautions to prevent waste, damage or injury. Lessor shall not be required to furnish any services or facilities or to make any improvements, repair or alterations in or to the Property during the term of this Agreement or any extension thereof.

On the Termination Date, Lessee shall quit and surrender the Property. Lessee covenants and agrees that, by the Termination Date, Lessee shall restore the Property, at Lessee's sole cost and expense, to the condition it was in on the Effective Date.

IV. Access, Control and Security Services

- a. Lessee will provide Lessor with all keys, access cards or devices necessary to enter the Property. Lessor has the right, but not the obligation, during business hours to enter the Property at reasonable times.
- b. Lessee will contract for security services at its sole cost and expense.
- c. Lessee shall erect a fence twenty-five (25) feet from the Marina property line (the "Marina Fence"). The purpose of the Marina Fence is to separate that portion of the Boot Key Harbor City Marina, which will continue to function as a marina, and that portion of the Property leased by Lessor.

V. Utilities

Lessee shall be responsible for all utilities on the Property including, but not limited to, electric, telephone, internet, water, wastewater and pump-out charges (the "Utility Fees"). Lessee shall cause to be installed separate utility meters for the Property. Lessor shall notify Lessee each month of all Utility Fees of which Lessee is responsible. Lessee shall have five (5) business days to remit payment to Lessor. Should Lessor fail to pay to Lessor all Utility Fees within five (5) business days Lessee shall be charge a late fee of ten percent (10%) of the outstanding balance as an administrative fee. The late fee shall be in addition to, and not in lieu of, any other remedies Lessor may have and shall be in addition to any fees and charges or any agents or attorneys which Lessor is entitled to employ on any default hereunder, whether authorized herein or by law.

VI. Trailers, Structures, Equipment and Furnishing

Lessee will provide, at its sole cost and expense, all necessary trailers, structures, equipment and furnishings for its use of the Land, and all such furnishings are not to be considered permanent fixtures and remain under the ownership and control of Lessee. Lessee shall give priority to City residents with respect to the use and occupancy of temporary emergency housing trailers on the Property.

VII. Indemnification

- a. Lessor agrees to be responsible for any, and all, damages or claims resulting from its sole negligence in its use or activities on the Property. Nothing herein shall be construed or interpreted to waive Lessor's sovereign immunity except to the extent provided for in Section 768.28, *Florida Statutes*.
- b. Lessee agrees to be responsible for any, and all, damages or claims resulting from its sole negligence in its use or activities on the Property, and Lessee will cooperate with and assist Lessor in defense of any legal action brought against Lessor stemming from Lessee's activities undertaken on said Property during the term of this MOU. For the purposes of this MOU, Lessor acknowledges and understands that Lessee is a self-insured agency of the federal government.

VIII. Compliance with Applicable Law

- a. Lessor shall comply with all Federal, State and local laws applicable to the Land and premises, and will obtain and keep current any permits required. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of Lessor.
- b. Lessee will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this Agreement. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of Lessee.

IX. Waiver of Subrogation

All insurance policies carried by either party covering the Property shall expressly waive any right on the part of the insurer against the other party.

X. Lessee's default and Lessor's Remedies

In the event the Lessee shall at any time be in default (a "Lessee Default") (i) in the payment of Utilities Fees or other charges herein required to be paid by the Lessee, or (ii) in the observance or performance of any of the other covenants and agreements required to be performed and observed by the Lessee hereunder and any such default shall continue for a period of 5 days after written notice in the event of a monetary default or after 30 days after written notice in the event of a non-monetary default (or if such default shall reasonably take more than 30 days to cure, the Lessee shall not have commenced the same within the thirty 30 days and diligently prosecuted the same to completion) and the Lessee shall not thereafter cure such default, the Lessee shall desert or vacate the Property, any

writ of execution, attachment or garnishment shall be levied against any interest of the Lessee in this Agreement or the Property, then the Lessor shall be entitled, at its election, to exercise concurrently or successively, any one or more of the following rights:

1. To bring suit for the collection of the Utility Fees or other amounts for which the Lessee may be in default, or for the performance of any other covenants or agreement imposed upon the Lessee, all without entering into possession or terminating this Agreement;
2. To re-enter the Property, by summary proceedings or otherwise, and take possession thereof without thereby terminating this Agreement, and thereupon the Lessor may expel all persons and remove all property therefrom. The Lessee shall remain liable for any deficiency. It is agreed that the commencement and prosecution of any action by the Lessor in detainer, ejectment or otherwise, or the appointment of a receiver, or any execution of any decree obtained in any action to recover possession of the Property, or any re-entry, shall not be construed as an election to terminate this Agreement unless the Lessor shall in writing expressly exercise its election to declare the term hereunder ended and to terminate this Agreement, and unless this Agreement be expressly terminated, such re-entry or entry by the Lessor, whether taken under summary proceedings or otherwise, shall not be deemed to have absolved or discharged the Lessee from any of its obligations and liabilities for the remainder of the term of this Agreement;
3. To terminate this Agreement, by written notice specifically declaring the Agreement to be terminated, re-enter the Property and take possession thereof, and the Lessee shall be discharged from this Agreement. In such event, all obligations of the Lessor shall cease except that the Lessor shall retain full right to sue for and collect all Utility Fees and other amounts for which the Lessee shall owe as of date of termination, and all damages to the Lessor by reason of any such breach, the Lessor having the duties and obligations to mitigate said damage, and the Lessee shall surrender and deliver up the Property to the Lessor and upon any default by the Lessee in so doing, the Lessor shall have the right to recover possession by summary proceedings or otherwise and to apply for the appointment of a receiver and for other ancillary relief in such action, and Lessor shall again have enjoyment of the Property, fully and completely, as if this Agreement had never been made. The Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the Lessor's obtaining possession of the Property by

reason of the breach or violation by the Lessee of any of the covenants and conditions in this Agreement contained.

4. Without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Lessee and any amount paid or any contractual liability incurred by the Lessor in so doing shall be deemed paid or incurred for the account of the Lessee and the Lessee agrees to reimburse the Lessor therefor and save the Lessor harmless therefrom.
5. All Utility Fees or an other fees due and payable to Lessor hereunder shall bear interest at the highest rate permitted by law from the due date until the date actually paid.

XI. Waiver

Failure of the Lessor or the Lessee to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by the Lessor or the Lessee at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. No acceptance by the Lessor of any partial payment shall constitute an accord or satisfaction, but shall only be deemed a part payment on account.

XII. Environmental

- a. The Lessee acknowledges that there are in effect federal, state and local laws, regulations and guidelines, and that additional such laws, regulations and guidelines may hereinafter be enacted relating to or affecting the Property. The Lessee will not cause, or permit to be caused, any act or practice, by negligence, omission, or otherwise that would adversely affect the environment, or violate any of said laws, regulations or guidelines. Any violation of this covenant shall be deemed to be an event of default hereunder. The Lessor shall have the right upon reasonable notice to Lessee, but not the obligation, to make periodic inspections of the Property to insure that the Lessee is operating in an environmentally safe condition and in compliance with all applicable governmental requirements.
- b. In addition to and not by way of limitation of the provisions requiring the Lessee to comply with all applicable federal, state county or municipal laws, statutes, ordinances, or governmental rules or regulations now in force or which may hereinafter be enacted, the Lessee hereby covenants with the Lessor and represents and warrants to the Lessor as follows:

1. The Lessee, at its sole cost and expense, will strictly comply with any and all applicable federal, state and local environmental laws, rules, regulations, permits and orders affecting the Property and operations of Lessee conducted on the Property, relating to the general, recycling, reuse, sale, storage, handling, transport, disposal, or presence of any "Hazardous Materials"(as defined below) on the Property whether now in effect or as may be promulgated or amended from time to time (collectively, the "Environmental Laws"). Lessee will not permit or allow the generation, manufacture, recycling, reuse, sale, storage, handling, transport, or presence of any "Hazardous Materials" on the Property without the Lessor's express prior written consent, which consent the Lessor may exercise in its sole discretion. As used in this Section, the term "Hazardous Material(s)" shall mean any substances defined as or included in the definition of "hazardous substances", "hazardous wastes," "hazardous materials toxic substances," "contaminants" or other pollution under any applicable Environmental Laws. Notwithstanding anything to the contrary contained herein, the Lessor's consent to any action by the Lessee shall not operate to relieve the Lessee of the obligation to comply with all of the provisions contained herein. The Lessee will not permit or allow, and will take all actions necessary to avoid, the occurrence of any spills of Hazardous Materials on or off the Property as the result of any construction on or use of the Property. The Lessee shall promptly advise the Lessor in writing immediately upon becoming aware of (i) the existence of any spills, releases or discharges of Hazardous Materials that occur on or onto the Property, or off the Property as the result of any construction on or use of the Property of any existing or threatened violation of this paragraph; (ii) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened by any governmental with respect to the Property from time under any applicable Environmental Laws (iii) any and all claims made or threatened by any nongovernmental party against the Lessee or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials of any violation of applicable Environmental Laws; and (iv) the Lessee's discovery of any occurrence or condition on any real property adjoining or in the immediate vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any environmental laws.
2. Without the Lessor's prior written consent, the Lessee shall not enter into any settlement, consent or compromise with respect to any "Environmental Claim(s)", as hereinafter defined, provided,

however, that the Lessor's prior consent shall not be necessary of the Lessee to take any remedial action if ordered by a court of competent jurisdiction or if the presence of Hazardous Materials at the Property poses an immediate, significant threat to the health, safety or welfare of any individual or otherwise requires an immediate remedial response. As used in this section "Environmental Claim(s)", shall mean any claim(s) or cause(s) of action resulting, from the failure of the Lessee to comply with any Environmental Law relating to Hazardous Materials, industrial hygiene or environmental conditions. In any event, the Lessee shall promptly notify the Lessor of any action so taken.

3. At all times during the term of this Agreement and any renewals or extensions hereof, Lessee, at its sole cost and expense, shall comply with any and all applicable laws, regulations, ordinances, permits and orders regulating the type and quantity of waste that may be discharged into the sanitary sewer system serving the Property. **The Lessee agrees to, except as may be necessary to operate the Property as contemplated by the Lessee, limit its discharges of waste into the sanitary sewer system to "Domestic Waste Water", as such term is defined by Rule 17-6.030(22) of the Florida Administrative Code, as amended from time to time, or as the term may, be defined by other laws, regulations, ordinances, permits or orders presently in effect or hereafter enacted, as such laws, regulations, ordinances, permits or orders may be amended from time to time. In no event, however, shall Domestic Waste Water be construed to mean or include any "Non-Domestic Waste Water" that has undergone "Pre-treatment" as the latter term is defined in Rule 17-6.030(63) of the Florida Administrative Code or as defined by other laws, regulations, ordinances, orders or permits presently in effect or hereafter enacted, as such laws, regulations, ordinances, orders or permits may be amended from time to time.**
4. The Lessee agrees that upon reasonable notice to Lessee, the Lessor and the Lessor's agents and independent contractors may enter and inspect the Property to verify that the Lessee's operations on the Property do not violate any of the provisions of this Section and that they comply with any and all applicable Environmental Laws. At the Lessor's option, the Lessor may obtain, from time to time and at its own cost and expense, reports from licensed professional engineers or other environmental scientists with experience in environmental investigations and may require the Lessee to permit such licensed professional engineers or other environmental scientists to conduct complete and thorough on-site inspections of the Property, including without limitation, sampling

and analysis of the soil, surface water, groundwater and air, to determine whether the Lessee is in compliance with the provisions of this Section, and all Environmental Laws. The Lessee and its agent shall cooperate with the Lessor and its agents in connection with the conduct of such investigations. In the event such investigations disclose that the Lessee is in default under this Section, the Lessee shall, immediately upon demand, reimburse the Lessor for all reasonable costs and expenses of such investigations; moreover, the Lessor may, at its option, undertake such steps as it deems necessary to cure such default and to bring the Property into compliance with the terms of this Section.

Any provision of this Agreement to the contrary notwithstanding, any breach of the covenants, representations or warranties contained in this Section shall constitute a default under this Agreement, and shall entitle the Lessor, in addition to the Lessor's other rights and remedies available at law, in equity, or under this Agreement, to immediately terminate this Agreement.

XIII. Integrated Agreement

This Agreement, upon execution, contains the entire agreement of the parties. No prior agreement, written or oral, can alter these provisions and any changes to this agreement must be made in writing.

XIV. Partial Invalidity

If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall

XV. Interpretation

Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for references and convenience only and shall not enter into the interpretation hereof.

XVI. Lessor's and Lessee's Representations

The Lessor and Lessee each represent to the other for themselves and not the other that as of the Effective Date, the following representations are true, correct, and complete: the Lessor and Lessee each have full power, right and authority to enter into this Agreement, that all requisite action has been taken to make this Agreement binding on each party and to perform each and all of the terms,

provisions, covenants, agreements, matters, and things herein provided to be performed by either the Lessor or Lessee, as applicable and to execute and deliver all documents provided hereunder to be executed and delivered.

XVII. Attorney's Fees

The parties hereto agree that in the event either of the parties hereto institute legal proceedings to enforce any of the terms, covenants and conditions of this Agreement, the prevailing party shall be entitled to be reimbursed for reasonable attorneys' fees incurred, (including appellate fees), as well as court costs. Each party will bear its own legal expense and cost and the negotiation preparation and execution of this Agreement.

XVIII. Force Majeure

In each and every instance where a period of time is prescribed in this Agreement for the taking of any action by a party hereunder, such party shall not be liable or responsible for the computation of such period of time, and any deadline set herein shall be extended by, the length of any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of the Lessor or the Lessee.

XIX. Relationship of Parties

Anything in this Agreement to the contrary notwithstanding, it is agreed that Lessor shall in no event deemed to be the partner or engaged in a joint venture with, or an associate of Lessee nor shall Lessor be liable for any debts incurred by Lessee. The relationship of the parties shall be at all times that of landlord and tenant.

XX. Non-discrimination

During the term of this Agreement, Lessee shall not discriminate against any person because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

XXI. Notices

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Mike Puto, City Manager
 City of Marathon, Florida

10045-55 Overseas Highway
Marathon, Florida 33050

For FEMA: Joe Burchette
Logistics Section Chief
FL-LTRO
100 Sunport Lane
Orlando, FL 32809

XXII. Venue

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Middle Keys Division of the Circuit Court or the Southern District of Florida.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by FEMA by and through Joe Burchette, who has been duly authorized to execute same.

Attest:

CITY OF MARATHON


Cindy L. Eckland, City Clerk

By: 
Mike Puto, City Manager

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



City Attorney

FEMA
By: 
Joe Burchette, Logistics Chief

Exhibit "A"
Community Park

All of "parcel "A" and parcel "B", Cianchette Commercial Subdivision", as recorded in Plat Book 7, Page 56, in a part of Government Lot 3, Section 10, Township 66 South, Range 32 East, Vaca Key, Monroe County, Florida, Public Records.

Subject To:

An existing ingress/egress easement over and upon a Tract of land in a part of Government Lot 3, Section 10, Township 66 South, Range 32 East on Vaca Key, Monroe County, Florida, as described in Official Records Book 1184, Page 0866 of Monroe County, Florida, Public Records, bounded and described as follows:

Commencing at the intersection of the East line of Government Lot 3, Section 10, Township 66 South, Range 32 East and the Southerly right-of-way line of U.S. Highway No. 1, said intersection also to be known as the POINT OF BEGINNING of the easement herein intended to be described; From said Point of Beginning, Bear South 74 degrees, 20 minutes, 00 seconds West, along the said Southerly right-of-way line of U.S. Highway No. 1, for a distance of 37.39 feet;

Thence bear South and parallel with the said East Line of said Government Lot 3 for a distance of 319.97 feet.

Thence bear North 74 degrees, 20 minutes, 00 seconds East and parallel with the said Southerly right-of-way of U.S. Highway No. 1, for a distance of 37.39 feet to a point on said East line of Government Lot 3;

Thence bear North along the said East Line of Government Lot 3 for a distance of 319.97 feet back to the point of beginning.

LESS Parcel "C", as recorded in Official Records Book 1390, Pages 0522-0525, Monroe County, Florida, Public Records.

A Tract of land in a part of Government Lot 3, Section 10, Township 66 South, Range 32 East on Vaca Key, Monroe County, Florida, said tract of land being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the East line of said Government Lot 3, and the Southerly right-of-way of U.S. Highway No. 1, said intersection being the Northeasterly corner of the tract of land described in Official Records Book 1186, Page 1623, Monroe County, Florida, Public Records.

Thence bear South, along said Easterly line for a distance of 151.70 feet to the Point of Beginning at the Tract of land herein intended to be described; From said Point of Beginning continue bearing South along said Easterly line for a distance of 168.27 feet, to the Northerly line of those lands as described in Official Records Book 1084, Page 0866;

Thence bear South 74 degrees, 20 minutes, 00 seconds West along said Northerly line, parallel with said Southerly right-of-way line of U.S. Highway No. 1, for a distance of 315.90 feet, to the Westerly line of the tract of land described in Official Records Book 1186, Page 1623;

Thence bear North 02 degrees, 30 minutes, 44 seconds West, along said Westerly line, for a distance of 166.38 feet;

Thence bear North 74 degrees, 20 minutes, 00 seconds East, on a line parallel with the said Southerly right-of-way line of U.S. Highway No. 1, for a distance of 323.47 feet, back to the Point of Beginning.

The remaining area of Parcel "A" and Parcel "B", contains 47,746.271 Square Foot (1.096 Acres) more or less.

Said lands lying in the City of Marathon, Monroe County, Florida and containing a total net area of 1,490,341 Square Feet (34.214 Acres), more or less.

EXHIBIT "B"

BOOT KEY MARINA
(FLORIDA KEYS MARINA - MARATHON)

The designated area according to page 2 of Exhibit "B" of the following legal description.

A tract of land and submerged lands, being a part of Government Lot 3, Section 10, Township 66 South Range 32 East, Marathon, Key Vaca, Monroe County, Florida, lying Southerly of and adjacent to U.S. Highway No. 1 and being more particularly described as follows:

COMMENCING at the Intersection of the East line of Government Lot 3, Section 10, Township 66 south Range 32 East and the Southerly Right-of-Way line of U.S. Highway No. 1; thence South 74 degrees 20 minutes 00 seconds West along the said Southerly Right-of-Way Line of U.S. Highway No. 1 for 1507.85 feet to the POINT OF BEGINNING of the tract of land and submerged lands hereinafter described; thence continue South 74 degrees 20 minutes 00 seconds West along the said Southerly Right-of-Way line of U.S. Highway No. 1 for 50.00 feet; thence South 15 degrees 40 minutes 00 seconds East for 430.00 feet; thence South 74 degrees 20 minutes 00 seconds West for 417.93 feet; thence South 15 degrees 40 minutes 00 seconds East for 658.02 feet; thence North 74 degrees 20 minutes 00 seconds East for 467.93 feet; thence North 15 degrees 40 minutes 00 seconds West for 1088.02 feet to the said Southerly Right-of-Way line of U.S. Highway No. 1 and the POINT OF BEGINNING. Containing 7.56 acres, more or less.

TOGETHER with a perpetual, non-exclusive easement for Ingress and egress over and across the following described property which is 50.00 feet wide and 430.00 feet long, and which easement shall be appurtenant to the fee conveyed by this instrument:

COMMENCING at the Intersection of the East Line of Government Lot 3, Section 10, Township 66 South, Range 32 East and the Southerly Right-of-Way Line of U.S. Highway No. 1; thence South 74 degrees 20 minutes 00 seconds West along the said Southerly Right-of-Way Line of U.S. Highway No. 1 for 1507.85 feet to the POINT OF BEGINNING of the EASEMENT herein described; thence south 74 degrees 20 minutes 00 seconds West for 50.00 feet; thence South 15 degrees 40 minutes 00 seconds East for 430.00 feet; thence North 74 degrees 20 minutes 00 seconds East for 50.00 feet; thence North 15 degrees 40 minutes 00 seconds West for 430.00 feet to the said Southerly Right-of-Way Line of U.S. Highway No. 1 and the POINT OF BEGINNING.

RE# 00103340

Exhibit "B"
City Marina

EXHIBIT "B"

