

**CITY OF MARATHON, FLORIDA
RESOLUTION 2007-106**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING A MEMORANDUM OF UNDERSTANDING, UTILITY EASEMENT AND LEASE AGREEMENT BY AND BETWEEN MONROE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, (COUNTY) AND THE CITY OF MARATHON, A FLORIDA MUNICIPAL CORPORATION, (CITY) FOR THE INSTALLATION OF THE CITY'S FORCE MAIN SEWER LINE ALONG THE FLORIDA KEYS MARATHON AIRPORT (FKMAP)

WHEREAS, the County has leased property at the Florida Keys Marathon Airport to the City for the purposes of building a fire station to serve the citizens of Marathon, and

WHEREAS, the City is installing a central sewerage system, and

WHEREAS, all of the current tenants at the Florida Keys Marathon Airport as well as the airport terminal itself and the Marathon fire station, which is currently under construction, will be required to connect to the central sewerage, and

WHEREAS, the County is willing to grant the City an easement along the Florida Keys Marathon Airport property for purposes of installing a force main to service the fire station, and

WHEREAS, the City is willing to waive development and connection fees for the airport terminal as well as all currently existing airport tenants.

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

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

Section 2. Council authorizes A Memorandum of Understanding, Utility Easement And Lease Agreement By And Between Monroe County, A Political Subdivision Of The State Of Florida, (County) And The City Of Marathon, A Florida Municipal Corporation, (City) For The Installation Of The City's Force Main Sewer Line Along The Florida Keys Marathon Airport (FKMAP), copies of which are attached as exhibit A, B and C respectively.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 24th day of July , 2007.

THE CITY OF MARATHON, FLORIDA



Christopher M. Bull, Mayor

AYES: Tempest, Bull, Cinque
NOES: Worthington, Vasil
ABSENT: None
ABSTAIN: None

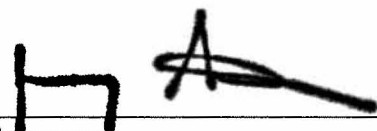
ATTEST:



Diane Clavier, 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

18th This Memorandum of Understanding is made and entered into effect as of this day of July, 2007, by and between MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida and the City of Marathon, a Florida Municipal Corporation, in order to set forth the basic understanding between the parties regarding the Force Main Easement and development and connection fees at the Florida Keys Marathon Airport.

WHEREAS, Monroe County has leased property at the Florida Keys Marathon Airport to the City of Marathon for the purposes of building a fire station to serve the citizens of Marathon, and

WHEREAS, the City of Marathon is installing a central sewerage system, and

WHEREAS, all of the current tenants at the Florida Keys Marathon Airport as well as the airport terminal itself and the Marathon fire station, which is currently under construction, will be required to connect to the central sewerage, and

WHEREAS, the County is willing to give the City of Marathon an easement along the Florida Keys Marathon Airport property for purposes of installing a force main to service the fire station, and

WHEREAS, the City of Marathon is willing to waive development and connection fees for the airport terminal as well as all currently existing airport tenants,

NOW THEREFORE, in consideration of the foregoing, Monroe County and the City of Marathon agree as follows:

1. The County shall grant to the City of Marathon a Non-exclusive Irrevocable Easement for the property described in the Grant of Easement attached hereto exhibit "A".
2. The City shall waive all sewer development fees and sewer connection fees for the Florida Keys Marathon Airport and for all tenants located at the Florida Keys Marathon Airport as of the effective date of this memorandum who will be required to connect to the central sewerage system.
3. The parties shall execute this Memorandum of Understanding prior to the Grant of Easement.
4. The Grant of Easement shall be attached and made a part of this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed effective on the date first written above.

CITY OF MARATHON, A FLORIDA
MUNICIPAL CORPORATION

By: Michael H. Puto
MARATHON CITY MANAGER

Date: 4/18/08

ATTEST:

Diane Clavier
DIANE CLAVIER, CITY CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: _____
MAYOR, MONROE COUNTY

Date: _____

ATTEST:

DANNY KOLHAGE, CLERK

DECLARATION OF NON-EXCLUSIVE IRREVOCABLE EASEMENT

[Airport]

THE PARTIES

This Declaration of a Non-Exclusive Irrevocable Easement (the "Declaration") is made and entered into as of _____, 200__ by and between Monroe County, Florida, a political subdivision of the State of Florida, its successors and assigns (the "Grantor"), having an address of 1100 Simonton Street, Key West, Florida 33040 and the City of Marathon, a Florida municipal corporation, its successors and assigns, having an address of 10045-55 Overseas Highway Marathon, Florida 33050 (the "Grantee").

RECITALS

A. The Grantor is the owner in fee simple of that certain parcel of real property more particularly described in Composite Exhibit "A" attached hereto and made a material part hereof (the "Easement Parcel").

CONSIDERATION

NOW, THEREFORE, 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 are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

TERMS, AGREEMENTS, COVENANTS AND CONDITIONS

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and its successors and assigns and unto the owners, lessees and occupants of all or part of the Benefited Parcel, their heirs, legal representatives, successors and assigns, and unto their servants, agents, employees, guests, licensees, and invitees, a perpetual non-exclusive easement under the Easement Parcel. The easement herein granted is an easement appurtenant and is for the purposes of installing, constructing, maintaining, repairing, removing and replacing, as necessary, utility services, lift stations and junction boxes for sewer service (the "Utility Service"). The Grantee shall have the right, from time to time, to install, maintain and replace on and under the Easement Parcel, the Utility Service. Grantee shall bear all costs of installation, maintenance repair and replacement of the Utility Service. Installation and maintenance of the Utility Services shall be undertaken so as not to unreasonably disturb the Easement Parcel, recognizing the scope of the work required for the installation and maintenance of the Utility Services. Following the installation, repair or maintenance of the Utility Services, Grantee shall restore at Grantees sole expense, the Easement Parcel to the condition which existed prior to such work, including, without limitation, the restoration of all roadways, curbs and drainage.

2. Grantor's Responsibilities. Other than Grantee's obligations to repair and restore the Easement Parcel, as set forth and as limited in Section 1 above, the

EXHIBIT "A"

To

Memorandum of Understanding

Grantor is solely responsible for all expenses arising from or related to the planning, design, engineering, development, construction and maintenance of the Easement Parcel.

3. No Public Dedication. Nothing contained in this grant of easement shall, in any way, be deemed or constitute a gift of or dedication of any portion of the Easement Parcel to the general public or for the benefit of the general public whatsoever, it being the intention of the parties hereto that this grant of easement shall be limited to and utilized for the purposes expressed herein and only for the benefit of the persons herein named.

4. Indemnity. Grantee hereby indemnifies and holds harmless the Grantor from any and all actions, causes of action, claims, liabilities, demands and losses of any kind whatsoever which may be filed or made against Grantor by reason of the Grantee's use of the Easement Parcel and the rights granted hereunder. Grantee shall obtain and maintain a policy of commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000). Grantee shall cause the Grantor to be named as an additional insured under said policies.

5. Enforcement. The terms and conditions of this Declaration shall run with the Easement Parcel and shall inure to the benefit of and be enforceable by the Grantee and the Grantor, their respective legal representatives, successors and assigns, and the Grantee and the Grantor, each shall have a right of action to enforce by proceedings at law or in equity all conditions and covenants imposed by the provisions of this Declaration, or any amendment thereto, including the right to prevent the violation of such conditions and covenants and the right to recover actual damages for such violation (but not consequential or punitive damages).

6. Liens. Grantee shall not permit any mechanics lien or similar lien arising by reason of Grantee's work relating to the Easement Parcel to remain an encumbrance against the Easement Parcel. Grantee may bond over and contest the validity of any such mechanics lien in lieu of payment thereof.

7. No Waiver. Failure by either party to enforce any covenant, condition or restriction contained in this Declaration in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other covenant, condition or restriction.

8. Severability. Invalidation of any one or a portion of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9. Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

10. Notices. Any notice hereunder shall be in writing and shall be deemed to have been properly delivered when directed to the addressee as follows:

If to Grantee: City of Marathon
10045-55 Overseas Highway
Marathon, Florida 33050
Attention: City Manager
Phone: 1-305-289-4103
Fax: 1-305-289-4123

With a copy to
Grantee's Attorney: Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Ste. 2200
Miami, Florida 33130
Attention: John Herin, Esq.
Phone: 305-789-3427
Fax: 305-789-3395

If to Grantor: Monroe County
1100 Simonton St.
Key West, Florida 33040
Attention: Tom Willi, County Administrator
Phone: 1-305 292 - 4441
Fax: 1-305 292 - 4544

With a copy to
Grantor's Attorney: Monroe County Attorneys Office
P.O. Box 1026
Key West, Fl. 33041-1026
Attention: The County Attorney
Phone: 1-305 292 - 3470
Fax: 1-305 292 - 3516

Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall either be (i) hand delivered, (ii) sent by Federal Express or a comparable overnight mail service, or (iii) sent by telephone facsimile transmission provided an original copy of the transmission shall be mailed by regular mail, all at or to the respective addresses set forth above. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

11. Captions. Captions used in this Declaration are for information purposes only and do not alter, modify or add to the terms of this Declaration.

12. Governing Law. This Declaration will be governed and interpreted pursuant to the laws of the State of Florida. Grantor and Grantee, their successors and

assigns, shall perform all of their respective obligations under this Declaration in compliance with all applicable laws.

13. Modification/Entire Agreement. This Declaration may be modified only in a writing executed by the parties to this Declaration or their respective successors or assigns. This Declaration constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. Waiver of Jury Trial. Grantor and Grantee hereby knowingly, voluntarily and intentionally, waive trial by jury in any action brought by one against the other in connection with any matter arising out of or in any way connected with this easement agreement. This waiver shall apply to any original claim, counterclaim, cross claim, or other claim of any kind asserted by either party in any such action. Neither party nor any representative of either party, including counsel, has represented to the other that it would not seek to enforce this waiver of right to jury trial in any such action. The parties acknowledge that the provisions of this section are a material inducement to their entering into this easement agreement.

As to the Grantor:

Monroe County Board of County Commissioners

ATTEST :

DANNY KOLHAGE, CLERK

By: _____
MARIO DIGENNARO, MAYOR

STATE OF FLORIDA)
)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this ___ day of _____, 200__ by Mario Digennaro, Mayor, and attested to by Danny Kolhage, Clerk, each on behalf of the Monroe County Board of County Commissioners, each of whom are personally known to me or produced a _____ as identification.

Notary Public
State of Florida at Large
My Commission Expires:

As to the Grantee:

City of Marathon, a Florida municipal corporation

By: CLYDE BURNETT, CITY MANAGER

Print Name

Print Name

STATE OF FLORIDA)
)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this ___ day of _____, 200__ by Clyde Burnett as a City Manager of the City of Marathon, a Florida municipal corporation, on behalf of the City, who is personally known to me or produced a _____ as identification.

Notary Public
State of Florida at Large
My Commission Expires:

COMPOSITE EXHIBIT "A"

Page 1 of 2

**LEGAL DESCRIPTION
OF THE
EASEMENT PARCEL**



Dagostino & Wood, Inc.

A 20' WIDE STRIP OF LAND LYING IN SECTION 1, TOWNSHIP 66 SOUTH, RANGE 33 EAST AND SECTION 6, TOWNSHIP 66 SOUTH, RANGE 32 EAST, CITY OF MARATHON, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST FOR A POINT OF REFERENCE; THENCE NORTH 00°17'15" WEST, ALONG THE WEST LINE OF SECTION 1, 125.45 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 4-A (NOW ABANDONED); THENCE NORTH 67°19'49" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 124.18 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; SAID POINT ALSO BEING ON THE NORTHERLY LINE OF THAT 40 FOOT WIDE RIGHT-OF-WAY DEDICATED TO MONROE COUNTY PER O.R. BOOK 963, PAGE 2193 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE NORTH 67°19'49" EAST, ALONG SAID NORTHERLY LINE, 20.00 FEET; THENCE SOUTH 22°40'11" EAST 6.57 FEET; THENCE NORTH 67°15'36" EAST 3,800.00 FEET; THENCE NORTH 22°40'11" WEST 1.91 FEET TO THE NORTHERLY LINE OF SAID 40 FOOT RIGHT-OF-WAY; THENCE NORTH 67°19'49" EAST, ALONG SAID NORTHERLY LINE 20.00 FEET; THENCE SOUTH 22°40'11" EAST 1.88 FEET; THENCE NORTH 67°15'36" EAST 272.25 FEET; THENCE NORTH 73°32'45" EAST 170.43 FEET; THENCE NORTH 67°19'49" EAST 876.28 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE 170.93 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 19°59'13", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 57°20'13" EAST 170.06 FEET TO THE POINT OF REVERSE CURVATURE; THENCE 65.60 FEET ALONG THE ARC OF SAID REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 28°54'51", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 61°48'02" EAST 64.91 FEET TO THE POINT OF TANGENCY; THENCE NORTH 76°15'27" EAST 169.58 FEET; THENCE NORTH 67°11'00" EAST 1408.69 FEET; THENCE NORTH 74°58'23" EAST 57.41 FEET; THENCE NORTH 70°25'12" EAST 311.91 FEET; THENCE NORTH 76°42'08" EAST 839.94 FEET; THENCE NORTH 12°40'03" WEST 5.44 FEET TO THE NORTH LINE OF SAID 40 FOOT RIGHT-OF-WAY; THENCE NORTH 77°19'57" EAST, ALONG SAID NORTH LINE, 20.00 FEET ; THENCE SOUTH 12°40'03" EAST 25.22 FEET; THENCE SOUTH 76°42'08" WEST 858.62 FEET; THENCE SOUTH 70°25'12" WEST 311.61 FEET; THENCE SOUTH 74°58'23" WEST 56.85 FEET; THENCE SOUTH 67°11'00" WEST 1408.91 FEET; THENCE SOUTH 76°15'27" WEST 171.17 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE 55.51 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 28°54'51", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 61°48'02" WEST 54.92 FEET TO THE POINT OF REVERSE CURVATURE; THENCE 177.91 FEET ALONG THE ARC OF SAID REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 19°59'13", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 57°20'13" WEST 177.01 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 67°19'49" WEST 877.37 FEET; THENCE SOUTH 73°32'45" WEST 170.41 FEET; THENCE SOUTH 67°15'36" WEST 4111.17 FEET; THENCE NORTH 22°40'11" WEST 26.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.772 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

BEARINGS ARE BASED UPON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, REFERENCING THE NORTH AMERICAN DATUM OF 1983, 1999 ADJUSTMENT (NAD 83/99).

Prepared By:

David S. Dagostino, PSM
Fl Reg. No. 5762

COMPOSITE EXHIBIT "A"

Page 2 of 2

**SKETCH
OF THE
EASEMENT PARCEL**

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LEGAL DESCRIPTION

A 20' WIDE STRIP OF LAND LYING IN SECTION 1, TOWNSHIP 66 SOUTH, RANGE 33 EAST AND SECTION 6, TOWNSHIP 66 SOUTH, RANGE 33 EAST, CITY OF MARATHON, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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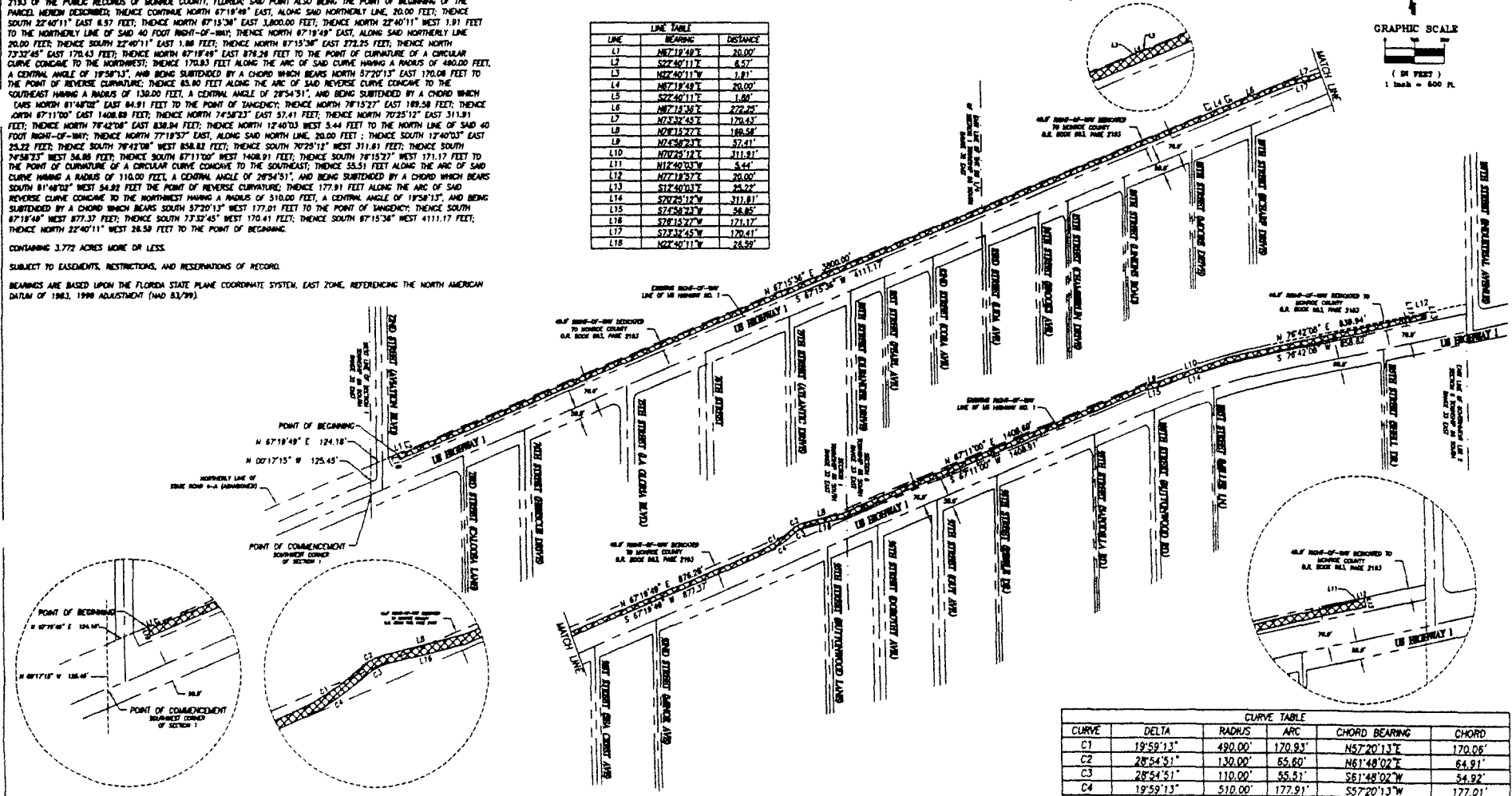
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BEARINGS ARE BASED UPON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, REFERENCING THE NORTH AMERICAN DATUM OF 1983, 1998 ADJUSTMENT (NAD 83/99).

SKETCH OF DESCRIPTION OF A 20' WIDE SEWER EASEMENT LYING IN SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AND SECTION 6, TOWNSHIP 66 SOUTH, RANGE 33 EAST, CITY OF MARATHON, MONROE COUNTY, FLORIDA

LINE	BEARING	DISTANCE
L1	N87°18'48"E	20.00'
L2	S22°40'11"W	8.57'
L3	N22°40'11"E	1.91'
L4	N87°18'48"E	20.00'
L5	S22°40'11"W	1.86'
L6	N87°15'34"E	272.25'
L7	N73°32'45"E	170.43'
L8	N87°18'48"E	878.28'
L9	N74°58'23"E	57.41'
L10	N70°25'12"E	311.91'
L11	N12°40'03"E	3.44'
L12	N77°18'57"E	20.00'
L13	S12°40'03"W	25.22'
L14	S78°41'04"W	854.82'
L15	S70°25'12"W	311.81'
L16	S74°58'23"W	56.86'
L17	S87°11'00"W	1408.91'
L18	S78°15'27"W	171.17'
L19	S28°54'51"W	55.51'
L20	S81°48'02"W	64.91'
L21	S77°18'57"W	177.91'
L22	S87°18'48"W	877.37'
L23	S73°32'45"W	170.41'
L24	S22°40'11"W	28.58'



CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	19°58'13"	490.00'	170.93'	N57°20'13"E	170.08'
C2	28°54'51"	130.00'	65.60'	N61°48'02"E	64.91'
C3	28°54'51"	110.00'	55.51'	S61°48'02"W	54.92'
C4	19°58'13"	510.00'	177.91'	S57°20'13"W	177.01'

MAGA
1

CERTIFIED TO:

BY: **DAN CASTING & WOOD, INC.**
Professional Surveying & Mapping
18180 Highway 44, Suite 100, Ft. Myers, FL 33908
Phone: (813) 935-5066 Fax: (813) 935-0095

DATE PREPARED BY: **DAN S. GILBERTSON, PLS.**
DATE OF SURVEY: **10/11/17**
DATE OF PLOTTING: **10/11/17**
DATE OF CHECKING: **10/11/17**
DATE OF APPROVAL: **10/11/17**

DECLARATION OF NON-EXCLUSIVE IRREVOCABLE EASEMENT

[Airport]

THE PARTIES

This Declaration of a Non-Exclusive Irrevocable Easement (the "Declaration") is made and entered into as of July 18, 2007 by and between Monroe County, Florida, a political subdivision of the State of Florida, its successors and assigns (the "Grantor"), having an address of 1100 Simonton Street, Key West, Florida 33040 and the City of Marathon, a Florida municipal corporation, its successors and assigns, having an address of 10045-55 Overseas Highway Marathon, Florida 33050 (the "Grantee").

RECITALS

A. The Grantor is the owner in fee simple of that certain parcel of real property more particularly described in Composite Exhibit "A" attached hereto and made a material part hereof (the "Easement Parcel").

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TERMS, AGREEMENTS, COVENANTS AND CONDITIONS

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and its successors and assigns and unto the owners, lessees and occupants of all or part of the Benefited Parcel, their heirs, legal representatives, successors and assigns, and unto their servants, agents, employees, guests, licensees, and invitees, a perpetual non-exclusive easement under the Easement Parcel. The easement herein granted is an easement appurtenant and is for the purposes of installing, constructing, maintaining, repairing, removing and replacing, as necessary, utility services, lift stations and junction boxes for sewer service (the "Utility Service"). The Grantee shall have the right, from time to time, to install, maintain and replace on and under the Easement Parcel, the Utility Service. Grantee shall bear all costs of installation, maintenance repair and replacement of the Utility Service. Installation and maintenance of the Utility Services shall be undertaken so as not to unreasonably disturb the Easement Parcel, recognizing the scope of the work required for the installation and maintenance of the Utility Services. Following the installation, repair or maintenance of the Utility Services, Grantee shall restore at Grantees sole expense, the Easement Parcel to the condition which existed prior to such work, including, without limitation, the restoration of all roadways, curbs and drainage.

2. Grantor's Responsibilities. Other than Grantee's obligations to repair and restore the Easement Parcel, as set forth and as limited in Section 1 above, the

Grantor is solely responsible for all expenses arising from or related to the planning, design, engineering, development, construction and maintenance of the Easement Parcel.

3. No Public Dedication. Nothing contained in this grant of easement shall, in any way, be deemed or constitute a gift of or dedication of any portion of the Easement Parcel to the general public or for the benefit of the general public whatsoever, it being the intention of the parties hereto that this grant of easement shall be limited to and utilized for the purposes expressed herein and only for the benefit of the persons herein named.

4. Indemnity. Grantee hereby indemnifies and holds harmless the Grantor from any and all actions, causes of action, claims, liabilities, demands and losses of any kind whatsoever which may be filed or made against Grantor by reason of the Grantee's use of the Easement Parcel and the rights granted hereunder. Grantee shall obtain and maintain a policy of commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000). Grantee shall cause the Grantor to be named as an additional insured under said policies.

5. Enforcement. The terms and conditions of this Declaration shall run with the Easement Parcel and shall inure to the benefit of and be enforceable by the Grantee and the Grantor, their respective legal representatives, successors and assigns, and the Grantee and the Grantor, each shall have a right of action to enforce by proceedings at law or in equity all conditions and covenants imposed by the provisions of this Declaration, or any amendment thereto, including the right to prevent the violation of such conditions and covenants and the right to recover actual damages for such violation (but not consequential or punitive damages).

6. Liens. Grantee shall not permit any mechanics lien or similar lien arising by reason of Grantee's work relating to the Easement Parcel to remain an encumbrance against the Easement Parcel. Grantee may bond over and contest the validity of any such mechanics lien in lieu of payment thereof.

7. No Waiver. Failure by either party to enforce any covenant, condition or restriction contained in this Declaration in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other covenant, condition or restriction.

8. Severability. Invalidation of any one or a portion of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9. Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

10. Notices. Any notice hereunder shall be in writing and shall be deemed to have been properly delivered when directed to the addressee as follows:

If to Grantee: City of Marathon
10045-55 Overseas Highway
Marathon, Florida 33050
Attention: City Manager
Phone: 1-305-289-4103
Fax: 1-305-289-4123

With a copy to
Grantee's Attorney: Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Ste. 2200
Miami, Florida 33130
Attention: John Herin, Esq.
Phone: 305-789-3427
Fax: 305-789-3395

If to Grantor: Monroe County
1100 Simonton St.
Key West, Florida 33040
Attention: Tom Willi, County Administrator
Phone: 1-305 292 - 4441
Fax: 1-305 292 - 4544

With a copy to
Grantor's Attorney: Monroe County Attorneys Office
P.O. Box 1026
Key West, Fl. 33041-1026
Attention: The County Attorney
Phone: 1-305 292 - 3470
Fax: 1-305 292 - 3516

Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall either be (i) hand delivered, (ii) sent by Federal Express or a comparable overnight mail service, or (iii) sent by telephone facsimile transmission provided an original copy of the transmission shall be mailed by regular mail, all at or to the respective addresses set forth above. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

11. Captions. Captions used in this Declaration are for information purposes only and do not alter, modify or add to the terms of this Declaration.

12. Governing Law. This Declaration will be governed and interpreted pursuant to the laws of the State of Florida. Grantor and Grantee, their successors and

assigns, shall perform all of their respective obligations under this Declaration in compliance with all applicable laws.

13. Modification/Entire Agreement. This Declaration may be modified only in a writing executed by the parties to this Declaration or their respective successors or assigns. This Declaration constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. Waiver of Jury Trial. Grantor and Grantee hereby knowingly, voluntarily and intentionally, waive trial by jury in any action brought by one against the other in connection with any matter arising out of or in any way connected with this easement agreement. This waiver shall apply to any original claim, counterclaim, cross claim, or other claim of any kind asserted by either party in any such action. Neither party nor any representative of either party, including counsel, has represented to the other that it would not seek to enforce this waiver of right to jury trial in any such action. The parties acknowledge that the provisions of this section are a material inducement to their entering into this easement agreement.

As to the Grantor:

Monroe County Board of County Commissioners

ATTEST :

By: _____
MARIO DIGENNARO, MAYOR

DANNY KOLHAGE, CLERK

STATE OF FLORIDA)
)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this ___ day of _____, 200__ by Mario Digennaro, Mayor, and attested to by Danny Kolhage, Clerk, each on behalf of the Monroe County Board of County Commissioners, each of whom are personally known to me or produced a _____ as identification.

Notary Public
State of Florida at Large
My Commission Expires:

COMPOSITE EXHIBIT "A"

Page 1 of 2

**LEGAL DESCRIPTION
OF THE
EASEMENT PARCEL**



Dagostino & Wood, Inc.

A 20' WIDE STRIP OF LAND LYING IN SECTION 1, TOWNSHIP 66 SOUTH, RANGE 33 EAST AND SECTION 6, TOWNSHIP 66 SOUTH, RANGE 32 EAST, CITY OF MARATHON, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST FOR A POINT OF REFERENCE; THENCE NORTH 00°17'15" WEST, ALONG THE WEST LINE OF SECTION 1, 125.45 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 4-A (NOW ABANDONED); THENCE NORTH 67°19'49" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 124.18 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; SAID POINT ALSO BEING ON THE NORTHERLY LINE OF THAT 40 FOOT WIDE RIGHT-OF-WAY DEDICATED TO MONROE COUNTY PER O.R. BOOK 963, PAGE 2193 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE NORTH 67°19'49" EAST, ALONG SAID NORTHERLY LINE, 20.00 FEET; THENCE SOUTH 22°40'11" EAST 6.57 FEET; THENCE NORTH 67°15'36" EAST 3,800.00 FEET; THENCE NORTH 22°40'11" WEST 1.91 FEET TO THE NORTHERLY LINE OF SAID 40 FOOT RIGHT-OF-WAY; THENCE NORTH 67°19'49" EAST, ALONG SAID NORTHERLY LINE 20.00 FEET; THENCE SOUTH 22°40'11" EAST 1.88 FEET; THENCE NORTH 67°15'36" EAST 272.25 FEET; THENCE NORTH 73°32'45" EAST 170.43 FEET; THENCE NORTH 67°19'49" EAST 876.28 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE 170.93 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 19°59'13", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 57°20'13" EAST 170.06 FEET TO THE POINT OF REVERSE CURVATURE; THENCE 65.60 FEET ALONG THE ARC OF SAID REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 28°54'51", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 61°48'02" EAST 64.91 FEET TO THE POINT OF TANGENCY; THENCE NORTH 76°15'27" EAST 169.58 FEET; THENCE NORTH 67°11'00" EAST 1408.69 FEET; THENCE NORTH 74°58'23" EAST 57.41 FEET; THENCE NORTH 70°25'12" EAST 311.91 FEET; THENCE NORTH 76°42'08" EAST 839.94 FEET; THENCE NORTH 12°40'03" WEST 5.44 FEET TO THE NORTH LINE OF SAID 40 FOOT RIGHT-OF-WAY; THENCE NORTH 77°19'57" EAST, ALONG SAID NORTH LINE, 20.00 FEET ; THENCE SOUTH 12°40'03" EAST 25.22 FEET; THENCE SOUTH 76°42'08" WEST 858.62 FEET; THENCE SOUTH 70°25'12" WEST 311.61 FEET; THENCE SOUTH 74°58'23" WEST 56.85 FEET; THENCE SOUTH 67°11'00" WEST 1408.91 FEET; THENCE SOUTH 76°15'27" WEST 171.17 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE 55.51 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 28°54'51", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 61°48'02" WEST 54.92 FEET THE POINT OF REVERSE CURVATURE; THENCE 177.91 FEET ALONG THE ARC OF SAID REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 19°59'13", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 57°20'13" WEST 177.01 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 67°19'49" WEST 877.37 FEET; THENCE SOUTH 73°32'45" WEST 170.41 FEET; THENCE SOUTH 67°15'36" WEST 4111.17 FEET; THENCE NORTH 22°40'11" WEST 26.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.772 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

BEARINGS ARE BASED UPON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, REFERENCING THE NORTH AMERICAN DATUM OF 1983, 1999 ADJUSTMENT (NAD 83/99).

Prepared By:

David S. Dagostino, PSM
Fl Reg. No. 5762

COMPOSITE EXHIBIT "A"

Page 2 of 2

**SKETCH
OF THE
EASEMENT PARCEL**

G:\W-REG\37388\019\AIRPORT EASEMENT\AIRPORT EASEMENT V-3 2-6-08.doc

LEGAL DESCRIPTION

A 20' WIDE STRIP OF LAND LYING IN SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST AND SECTION 6, TOWNSHIP 66 SOUTH, RANGE 32 EAST, CITY OF MARATHON, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST FOR A POINT OF REFERENCE, THENCE NORTH 00°17'15" WEST ALONG THE WEST LINE OF SECTION 1, 124.45 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 4-A (NOW ABANDONED); THENCE NORTH 87°19'49" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 124.18 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF THAT 40 FOOT WIDE RIGHT-OF-WAY DEDICATED TO MONROE COUNTY PER O.L. BOOK 963, PAGE 2183 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE NORTH 87°19'49" EAST, ALONG SAID NORTHERLY LINE, 20.00 FEET; THENCE SOUTH 22°40'11" EAST 8.57 FEET; THENCE NORTH 87°15'36" EAST 3,800.00 FEET; THENCE NORTH 22°40'11" WEST 1.91 FEET TO THE NORTHERLY LINE OF SAID 40 FOOT RIGHT-OF-WAY; THENCE NORTH 87°19'49" EAST, ALONG SAID NORTHERLY LINE 20.00 FEET; THENCE SOUTH 22°40'11" EAST 1.88 FEET; THENCE NORTH 87°15'36" EAST 272.25 FEET; THENCE NORTH 73°32'45" EAST 170.43 FEET; THENCE NORTH 87°19'49" EAST 878.28 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCORD TO THE NORTHWEST; THENCE 170.83 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF 19°58'13", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 57°20'13" EAST 170.08 FEET TO THE POINT OF REVERSE CURVATURE, THENCE 83.80 FEET ALONG THE ARC OF SAID REVERSE CURVE CONCORD TO THE SOUTHEAST HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 28°54'51", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 81°48'02" EAST 84.91 FEET TO THE POINT OF TANGENCY; THENCE NORTH 78°13'27" EAST 189.58 FEET; THENCE NORTH 87°11'00" EAST 140.68 FEET; THENCE NORTH 74°58'23" EAST 57.41 FEET; THENCE NORTH 70°25'12" EAST 311.81 FEET; THENCE NORTH 78°42'08" EAST 836.94 FEET; THENCE NORTH 12°40'03" WEST 5.44 FEET TO THE NORTH LINE OF SAID 40 FOOT RIGHT-OF-WAY; THENCE NORTH 77°19'57" EAST, ALONG SAID NORTH LINE, 20.00 FEET; THENCE SOUTH 12°40'03" EAST 25.22 FEET; THENCE SOUTH 78°42'08" WEST 858.82 FEET; THENCE SOUTH 70°25'12" WEST 311.81 FEET; THENCE SOUTH 74°58'23" WEST 57.41 FEET; THENCE SOUTH 87°11'00" WEST 140.68 FEET; THENCE SOUTH 78°13'27" WEST 171.17 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCORD TO THE SOUTHWEST; THENCE 55.51 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 28°54'51", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 61°48'02" WEST 54.82 FEET TO THE POINT OF REVERSE CURVATURE, THENCE 177.91 FEET ALONG THE ARC OF SAID REVERSE CURVE CONCORD TO THE NORTHWEST HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 19°58'13", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 57°20'13" WEST 177.01 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87°19'49" WEST 877.37 FEET; THENCE SOUTH 23°24'51" WEST 170.41 FEET; THENCE SOUTH 87°15'36" WEST 4111.17 FEET; THENCE NORTH 22°40'11" WEST 28.58 FEET TO THE POINT OF BEGINNING.

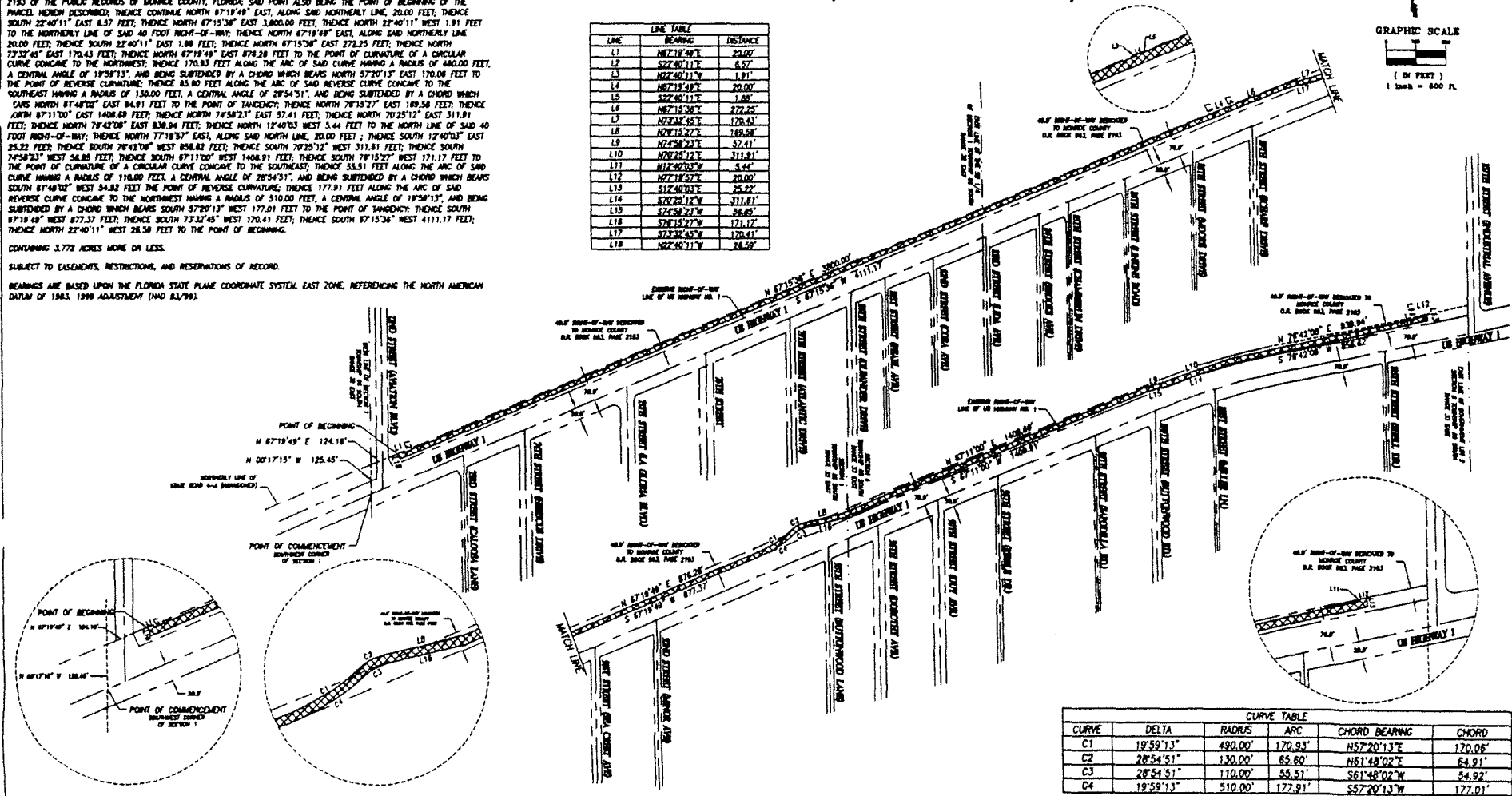
CONTAINING 3.772 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

BEARINGS ARE BASED UPON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, REFERENCING THE NORTH AMERICAN DATUM OF 1983, 1988 ADJUSTMENT (NAD 83/99).

SKETCH OF DESCRIPTION OF A 20' WIDE SEWER EASEMENT LYING IN SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AND SECTION 6, TOWNSHIP 66 SOUTH, RANGE 33 EAST, CITY OF MARATHON, MONROE COUNTY, FLORIDA

LINE	BEARING	DISTANCE
L1	N87°19'49"E	20.00'
L2	S22°40'11"E	8.57'
L3	N87°15'36"E	1.91'
L4	N87°19'49"E	20.00'
L5	S22°40'11"E	1.88'
L6	N87°15'36"E	272.25'
L7	N87°15'36"E	170.43'
L8	N87°19'49"E	189.58'
L9	N78°13'27"E	57.41'
L10	N74°58'23"E	311.81'
L11	N70°25'12"E	311.81'
L12	N78°42'08"E	20.00'
L13	S12°40'03"E	25.22'
L14	S78°42'08"E	311.81'
L15	S74°58'23"E	57.41'
L16	S78°13'27"E	171.17'
L17	S87°19'49"E	170.41'
L18	N22°40'11"W	28.58'



CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	19°58'13"	480.00'	170.93'	N57°20'13"E	170.08'
C2	28°54'51"	130.00'	65.60'	N61°48'02"E	64.91'
C3	28°54'51"	110.00'	55.51'	S61°48'02"W	54.92'
C4	19°58'13"	510.00'	177.91'	S57°20'13"W	177.01'

CERTIFIED TO:
 BY:
 DAVID S. DAUGOSTINO, P.E.
 419 18th Avenue SE, Naples, FL 34110
 Phone: (239) 555-5485 Fax: (239) 555-5499
 DAW
 DAVID S. DAUGOSTINO, P.E.
 419 18th Avenue SE, Naples, FL 34110
 Phone: (239) 555-5485 Fax: (239) 555-5499
 THIS MAP PREPARED BY:
 DAVID S. DAUGOSTINO, P.E.
 419 18th Avenue SE, Naples, FL 34110
 Phone: (239) 555-5485 Fax: (239) 555-5499

This Instrument Was Prepared By,
Record and Return to:

Robert E. Gallagher, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

MEMORANDUM OF GROUND LEASE

KNOW ALL MEN BY THESE PRESENTS of this Memorandum of Lease made as of the 18th day of July, 2007, by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "Landlord") whose address is 1100 Simonton Street, Key West, Florida 33040 and the CITY OF MARATHON, FLORIDA, a Florida Municipal Corporation (the "Tenant") whose address is 9805 Overseas Highway, Marathon, Florida 33050.

W I T N E S S E T H:

For good and valuable consideration and in further consideration of the rents reserved and covenants and conditions more particularly set forth in that certain **GROUND LEASE AGREEMENT** (the "Lease"), and by and between Landlord and Tenant dated as of the 18th day of July, 2007, Landlord and Tenant hereby covenant and agree as follows.

1. Landlord demised unto Tenant and Tenant took from Landlord for the term hereinafter provided, and any extension thereof, the Leased Premises located in Monroe County, Florida, a sketch and legal description of which is attached hereto as Exhibit "A", and hereafter referred to as the "Leased Premises."

2. The Term of the lease shall commence on July 18, 2007 ("Commencement Date") and shall terminate ninety-nine (99) years after the Commencement Date unless sooner terminated or extended as provided in the Agreement.

3. Landlord's interest shall not be subject to any mechanics' or materialmen's liens or liens of any kind for improvements made by the Tenant upon the Leased Premises. All persons dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's interest or assets.

4. The sole purpose of this instrument is to give notice of said Lease and all its terms, covenants, agreements and conditions to the same extent as if said lease were fully set forth herein. The terms, covenants, agreements and conditions contained in this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

(SEAL)
ATTEST: DANNY L. KOLHAGE,
CLERK

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mario Digenarro, Mayor

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by Mario Digenarro, as Mayor of Monroe County, Florida, who is personally known to me or has produced _____, as identification.

Notary Public
State of Florida at Large
My Commission Expires:

Suzie Thomas
Print Name: SUZIE THOMAS

Diane Clavier
Print Name: DIANE CLAVIER

TENANT:

City of Marathon, a Florida Municipal Corporation

By: Clyde Burnett
Clyde Burnett, its Manager

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 26 day of August, 2008, by Clyde Burnett as City Manager of the City of Marathon, who is personally known to me or has produced _____, as identification.

Diane Clavier
Notary Public
State of Florida at Large
My Commission Expires:

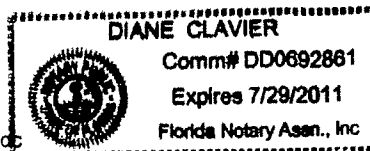
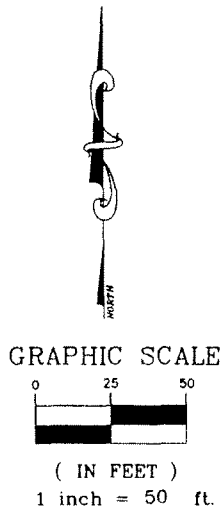


EXHIBIT "A"

SKETCH OF DESCRIPTION OF PART OF SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST, KEY VACA, CITY OF MARATHON, MONROE COUNTY, FLORIDA



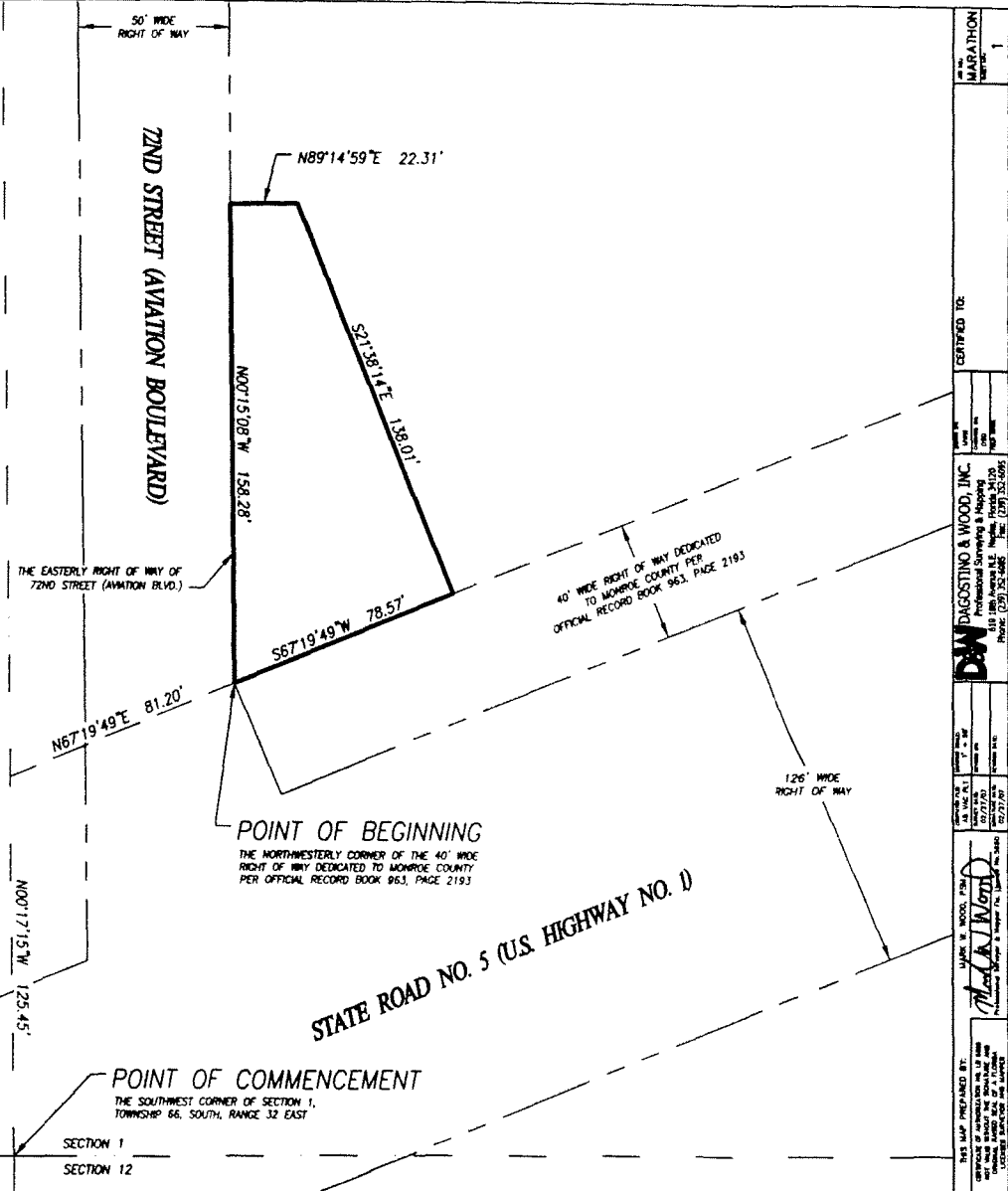
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST, KEY VACA, CITY OF MARATHON, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST; THENCE
N00°17'15"W ALONG THE WEST LINE OF SAID SECTION 1 FOR 125.45 FEET; THENCE LEAVING SAID WEST LINE
OF SECTION 1 N67°19'49"E FOR 81.20 FEET TO THE NORTHWESTERLY CORNER OF THE 40 FEET WIDE RIGHT OF
WAY DEDICATED TO MONROE COUNTY PER OFFICIAL RECORD BOOK 963, PAGE 2193, OF THE PUBLIC RECORDS
OF MONROE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE N00°15'08"W ALONG THE EASTERLY
RIGHT OF WAY OF 72ND STREET (AVIATION BOULEVARD) FOR 158.28 FEET; THENCE LEAVING SAID EASTERLY
RIGHT OF WAY OF 72ND STREET (AVIATION BOULEVARD) N89°14'59"E FOR 22.31 FEET; THENCE S21°38'14"E FOR
138.01 FEET TO THE NORTHERLY LINE OF THE 40 FEET WIDE RIGHT OF WAY DEDICATED TO MONROE COUNTY
PER OFFICIAL RECORD BOOK 963, PAGE 2193, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA;
THENCE S67°19'49"W ALONG THE SAID 40 FEET WIDE RIGHT OF WAY DEDICATED TO MONROE COUNTY FOR 78.57
FEET TO THE POINT OF BEGINNING.

CONTAINING 7,190 SQUARE FEET (0.16 ACRES) MORE OR LESS.

BEARINGS ARE GRID BEARINGS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE,
BASED UPON THE NORTH AMERICAN DATUM OF 1983, 1999 ADJUSTMENT (NAD 83/99).

*** THIS IS NOT A SURVEY ***



DATE OF SURVEY	1
CERTIFIED TO:	
BY:	
DATE:	
PROF. REG. NO.:	
EXPIRES:	
OFFICE:	
ADDRESS:	
PHONE:	
FAX:	
EMAIL:	
WEBSITE:	
MARK W. WOOD, F.S.M.	
Professional Surveying & Mapping	
1111 11th Avenue N.E. Ft. Lauderdale, Florida 33305	
Phone: (954) 562-0000 Fax: (954) 562-0001	
WWW.MARKWOODSURVEYING.COM	
THIS MAP PREPARED BY:	
DATE OF PREPARATION:	
SCALE:	
PROJECT NO.:	
LOCAL OFFICE NO.:	

**GROUND LEASE
AGREEMENT**

BETWEEN

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS (“BOCC”),
a political subdivision of the State of Florida
 (“Landlord”)**

AND

**THE CITY OF MARATHON,
a Florida municipal corporation
 (“Tenant”)**

Dated: July 18, 2007

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "*Lease*") entered into as of the 18th day of July, 2007 (the "Effective Date"), between the **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ("BOCC")**, a political subdivision of the State of Florida, (the "*Landlord*"), and the **CITY OF MARATHON**, a Florida municipal corporation ("*Tenant*").

RECITALS:

WHEREAS, the Tenant desires to cause to be constructed a central sewerage system to serve the residents and businesses of the City of Marathon (the "City"); and

WHEREAS, the Landlord owns that certain property located in the City more particularly described in Exhibit "A" attached hereto and made a part hereof (the "*Leased Premises*"); and

WHEREAS, the Leased Premises are suitable for the City to cause to be constructed a Lift Station for the sewer force main; and

WHEREAS, the Tenant desires to lease the Leased Premises from the Landlord and the Landlord desires to lease the Leased Premises to the Tenant; and

WHEREAS, the Tenant and Landlord have entered in to a Memorandum of Understanding waiving sewer development and connection fees for the Florida Keys Marathon Airport Terminal and all Airport Tenants located at the Airport in exchange for a nominal lease rental fee: and

WHEREAS, the Landlord, as grantor, desires to grant an easement to the Tenant, as the grantee, in the form as attached hereto as Exhibit "B" and made a part hereof in order for the Tenant to have access from the Leased Premises to U.S. Highway 1.

LEASE:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto do hereby covenant, represent, warrant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.
2. Definitions. The following terms for purposes of this Agreement shall have the following meanings:
 - (a) "Annual Base Rent." "Annual Base Rent" means and refers to the Annual Base Rent set forth in paragraph 4(a) hereof.
 - (b) "Commencement Date." The Commencement Date shall be the date this Agreement is last executed by both parties.

(c) "Easement." That Easement, the form of which is attached hereto as Exhibit "B".

(d) "Easement Parcel." The Easement Parcel is that certain real property situated in Monroe County, State of Florida, legally described on Exhibit "C" attached hereto and incorporated herein by this reference.

(e) "Leased Premises." The Leased Premises is that certain real property situated in Monroe County, State of Florida, legally described on Exhibit "A", attached hereto and incorporated herein by this reference, together with all easements and rights of way pertaining thereto.

(f) "Lease Year." A "Lease Year" means the twelve (12) month period beginning on the Commencement Date and each twelve-month period thereafter throughout the term of this Agreement.

(g) "Operating Expenses." "Operating Expenses" means and refers to all ordinary and necessary operating expenses (including those replacement and maintenance reserves or accruals required by generally accepted accounting principles) as well as those other reserves and accruals that are required to operate, maintain, and keep the Lift Station in a safe, efficient and orderly condition.

(h) "Lift Station." The term "Lift Station" means that wastewater treatment facility, along with related improvements and necessary on-site infrastructure to be constructed on the Leased Premises.

(i) "State." The term "State" shall mean the State of Florida, unless clearly indicated otherwise.

3. Grant. Landlord hereby conveys and leases to the Tenant, and the Tenant hereby accepts and leases from Landlord, the Leased Premises, together with all easements and rights-of-way pertaining thereto, to have and to hold the Leased Premises unto the Tenant for and during the Term set forth hereafter.

4. Term. This Lease term shall commence on the Commencement Date and continue until the date which is ninety-nine (99) years after the Commencement Date, and any extension thereof, unless this Lease is terminated earlier pursuant to the provisions contained herein.

5. Ground Rent. Tenant covenants and agrees to pay Landlord Ground Rent as follows:

(a) Annual Base Rent. Tenant shall pay to Landlord Annual Base Rent throughout the term of this Agreement beginning on the Commencement Date, in the amount of One Dollar (\$1.00) per Lease Year or partial Lease Year if the Agreement is terminated during a Lease Year. Tenant shall also pay to Landlord said Annual Base Rent on the first day the thirteenth (13th) month following the Commencement Date and on the first day of each twelve (12) months thereafter throughout the term of this Agreement without notice or demand. The Annual Base Rent shall not be adjusted at any time during the term.

(b) Additional Rent. It is the intention of Landlord and Tenant that Landlord shall receive the Annual Base Rent free from all taxes, charges, expenses, costs and deductions of every description, and as such, the Tenant hereby agrees to pay for all items which would have been chargeable against the Plant and payable by the Landlord (except for the execution and delivery of this Lease), as “***Additional Rent***.”

(c) Waiver of Connection Fees. In exchange for the nominal Annual Base Rent, Tenant agrees to waive the sewer development and connection fees for the Florida Keys Marathon Airport Terminal. Tenant also agrees to waive the sewer development and connection fees for all Florida Keys Marathon Airport tenants located on the Airport as of the effective date of this Lease.

6. Landlord’s Representations and Warranties. The Landlord hereby represents and warrants to the Tenant as follows:

(a) Title. The Landlord owns fee simple, good, marketable and insurable title to the Leased Premises. There are no mortgages or security agreements encumbering or otherwise affecting the Leased Premises.

(b) Authority and Approvals. The Landlord: (i) has full right, power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) has obtained and received all required and necessary consents and approvals to enter into this Agreement with the Tenant; and (iii) by entering into this Lease with the Tenant and the performance of all of the terms, provisions and conditions contained herein, does not and will not violate or cause a breach or default under any agreement or obligation to which the Landlord is a party or by which it is bound.

(c) Binding Obligation. This Lease has been duly and validly executed and delivered by the Landlord and constitutes a legal, valid and binding obligation of the Landlord, Landlord’s legal representatives, successors, and assigns, enforceable in accordance with its terms.

7. Tenant’s Representations and Warranties. The Tenant hereby warrants and represents to the Landlord as follows:

(a) Existence. The Tenant is a body corporate and politic existing under the laws of the State.

(b) Authority and Approvals. Subject to the approval of the City Council of the Tenant, which approval shall be evidenced by a resolution, duly adopted by the City Council, this Lease will constitute a legal, valid and binding obligation of the Tenant, Tenant’s legal representatives, successors, and assigns, enforceable in accordance with its terms.

8. Insurance.

- a. Tenant shall maintain a commercial general liability insurance policy in connection to and related to this Agreement in an amount of not less than One Million Dollars (\$1,000,000.00) and Tenant shall cause the Landlord to be named as an additional insured under said policy. Such insurance policy shall be issued by an insurance company authorized to do business in the State of Florida and in good standing in Florida. An insurance certificate evidencing such insurance coverage and that Landlord is named as an additional insured shall be delivered to Landlord within five (5) business days from the Effective Date.

9. Indemnification. Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Tenant shall defend, indemnify and hold the Landlord and the Landlord's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses (including, without limitation, costs that the Federal Aviation Administration, the Transportation Security Administration or any other governmental agency requires by reason of, or in connection with a violation of any federal law or regulation, attorney's fees and costs, court costs, fines and penalties) that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Tenant or any of its employees, agents, contractors or other invitees during the term of this lease, (B) the gross negligence or willful misconduct of Tenant or any of its employees, agents, contractors or other invitees, or (C) Tenant's default in respect of any of the obligations that it undertakes under the terms of this lease, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or willful acts or sole negligent acts or omissions of the Landlord or any of its employees, agents, contractors or invitees (other than Tenant), in which event the Landlord shall defend, indemnify and hold Tenant harmless. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Lease, this Section will survive the expiration of the term of this lease or any earlier termination of this lease.

10. Taxes. Tenant shall be responsible for the payment of all real estate taxes and special assessments, if any charged by an appropriate governmental taxing authority with respect to the Leased Premises.

11. Utilities. The Tenant shall pay all utilities used, provided or supplied to the Leased Premises.

12. Termination.

- a) The Tenant may terminate this Lease at any time provided that Tenant gives Landlord one-year prior written notice. Upon such termination, neither party will have any rights or obligations created under the Lease.

- b) The Landlord may terminate this Lease at the Landlord's reasonable discretion if termination is required to accommodate future airport growth or due to F.A.A requirements. Landlord shall provide Tenant no less than 180 days notice and Landlord shall at the Landlord's sole cost and expense, and without service interruption, relocate the Lift Station and the force main to a location on the Airport property in accordance with the Florida Keys Marathon Airport ALP and connect same to the force main and the Easement Parcel.

13. Automatic Termination. At such time as the Tenant removes the Lift Station from the Leased Premises or the Leased Premises are no longer used by the Tenant for placement of a Lift Station or the Lift Station is no longer operational which does not include the time the Lift Station is down for repair and/or replacement, this Lease shall terminate automatically without further action of Landlord and Tenant will quietly and peaceably deliver up possession of the Leased Premises within 30 days. Tenant shall remove all remaining equipment from the Leased Premises within said 30 days.

14. Grant of Easement. The Landlord, as grantor, grants to the Tenant as the grantee a non-exclusive irrevocable easement on and across the Easement Parcel, as set forth on that Declaration of Non-Exclusive Irrevocable Easement (the "Easement") attached hereto as Exhibit "B") and made a material party hereof. Landlord agrees that the Easement shall be recorded in the public records of Monroe County, Florida.

15. Assignment of Lease by Tenant. Subject to obtaining written approval of the Landlord, which approval shall neither be unreasonably withheld nor delayed, the Tenant may assign, convey or transfer its interests in this Lease to a third party.

16. Assignment of Lease by Landlord. The Landlord shall provide written notice to the Tenant prior to assigning this Lease and the assignee shall assume all obligations of the Landlord under this Lease. The Tenant hereby agrees to attorn to Landlord's assignee and to continue to comply with all of the obligations, covenants, conditions of the Tenant under this Lease throughout the remainder of the term of this Lease, provided assignee shall assume and agree to be bound by the terms of the Lease.

17. Default by Tenant. The following shall constitute an Event of Default hereunder:

- a. failure of Tenant to pay any Annual Base Rent, Additional Rent or charge due hereunder and such default continues for ten (10) days after written notice from Landlord; or
- b. failure of Tenant to comply with the material terms, conditions or covenants of this Lease which the Tenant is required to observe or perform and such default continues for a period of thirty (30) days after written notice from Landlord, unless greater time is required to cure the default, in which event, as long as the Tenant has commenced to cure the default within fifteen (15) days of notice from the Landlord and continues to work to cure said default, then the time to cure shall be extended until the work to cure the default has been completed.
- c. failure of Tenant to use the Leased Premises for the purpose outlined in this Lease.

18. Quiet Possession. The Tenant shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the term hereof provided that the Tenant pays the Rent and performs all the covenants and conditions of this Lease that the Tenant is required to perform.
19. Compliance with Law.
- a. The Tenant agrees to comply with all applicable laws, ordinances, and regulations now in effect or enacted hereafter related to the use or occupancy of all or any part of the Leased Premises at all times during the Term of this Lease.
 - b. The Tenant shall obtain or cause to be obtained all necessary licenses, permits and inspections required to operate the Lift Station. To the extent required, the Landlord shall cooperate with the Tenant in a commercially reasonable fashion to help the Tenant obtain all necessary licenses, permits and inspections required to operate the Lift Station provided that the costs of obtaining such licenses, permits and inspection are paid by the Tenant.
20. Mechanic's Liens.
- a. At all times during the Term of this Lease, the Tenant agrees to keep the Leased Premises free of mechanics liens, materialmen's liens, and other similar type of liens arising from Tenant's occupancy of the Leased Premises; and the Tenant agrees to indemnify and hold the Landlord harmless from and against any and all claims and expenses related thereto, including all attorney's fees, and other costs and expenses incurred by the Landlord on account of any such claim or lien.
 - b. Within ten (10) business days of the Landlord delivering notice to the Tenant that a lien has been recorded against the Leased Premises on account of labor or material furnished in connection with the Tenant's development of the Leased Premises, the Tenant shall either (i) discharge the lien recorded against the Leased Premises, or (ii) post a bond with the clerk of court of competent jurisdiction with instructions to apply the sum towards payment of the lien if it is upheld upon final judgment or return the bond to the Tenant if the lien is discharged. The Landlord may discharge the lien by paying the amount of the claim due or posting a bond with the clerk of court if the Tenant fails to do so within the time required under this Agreement. The Tenant shall reimburse the Landlord the costs incurred to pay or have the lien discharged upon demand. Such amounts due from the Tenant shall be charged as Additional Rent under the terms of this Lease.

21. Notices. Any notice required by this Lease shall be in writing and shall be deemed to have been properly delivered, when directed to the addressees as follows:

If to the Landlord: Monroe County
1100 Simonton St.
Key West, Florida 33040
Attention: Tom Willi, County Administrator
Fax: 1-305-292-4544
Phone: 1-305-292-4441

With a copy to: Monroe County Attorney's Office
P.O. Box 1026
Key West, Florida 33041-1026
Attention: County Attorney
Fax: 1-305-292-3516
Phone: 1-305-292-3470

If to the Tenant: City of Marathon
10045-55 Overseas Highway
Marathon, FL 33050
Attn: Clyde Burnett, Manager
Fax: 305-289-4123
Phone: 305-289-4130

With a copy to: Jimmy Morales, Esq.
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 W. Flagler Street, Suite 2200
Miami, FL 33130
Fax: 305-789-3395
Phone: 305-789-3532

Any notice, requirement, demand, instruction or other communication to be given to any party hereunder, shall be in writing and shall be either: (a) hand delivered; or (b) sent by a nationally-recognized overnight carrier; or (c) sent by electronic transmitting devices such as facsimile. Notice shall be given upon receipt or refusal or delivery of said notice. Notices given on behalf of a party by its attorney shall be effective for and on behalf of such party. The addressees and addresses for purposes of this paragraph may be changed by given Notice. Unless and until such written Notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

22. Applicable Law. This Lease shall be construed under the laws of the State of Florida and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

23. Venue. Venue for any litigation arising under this lease must be in a court of competent jurisdiction in Monroe County unless an applicable federal law or regulation provides otherwise.

24. Attorney's Fees and Costs. The Landlord and Tenant agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Lease, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Lease shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

25. Interpretation.

(a) The words "**Landlord**" and "**Tenant**" as used herein, shall include, apply to, bind and benefit, as the context permits or requires, the parties executing this Agreement and their respective successors and assigns.

(b) Wherever the context permits or requires, words of any gender used in this Agreement shall be construed to include any other gender, and words in the singular numbers shall be construed to include the plural.

26. Captions. The headings and captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of this Agreement nor of any provision contained herein.

27. Net Lease. This is a "**Net Lease**" and the Landlord shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs to the Tenant, relating to Tenant's occupancy of the Leased Premises under this Lease.

28. Holding Over. If Tenant retains possession of the Lift Station after termination or expiration of this Lease, the Tenant agrees to pay Annual Base Rent, in an amount equal to one and one-half times the rent in effect at the time the Lease expired or terminated.

29. Modification of Lease. This Lease may not be modified, altered, or changed in any manner other than by a written agreement between the Landlord and Tenant, executed by both parties.

30. Recording of Memorandum of Lease. Landlord and Tenant agree to execute and record a Memorandum of this Lease in the Public Records of Monroe County, Florida and the form is attached hereto as Exhibit "D".

31. Partial Invalidity. If any term, covenant, condition or provision of this Lease (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Lease, shall not be affected thereby; and each remaining term,

covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Lease would prevent the accomplishment of the original intent of this Lease. The Landlord and Tenant agree to reform the Lease to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

32. Construction of Lease. Each party hereto acknowledges that both parties have fully participated in the negotiation and preparation of this Lease and that the terms hereof shall not be more strictly construed against one party by reason of the rule of construction, that the document is to be construed more strictly against the party who prepared the same.

33. Counterpart Execution. This Lease may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original.

34. Waiver of Jury Trial. Landlord and Tenant hereby knowingly, voluntarily and intentionally, waive trial by jury in any action brought by one against the other in connection with any matter arising out of or in any way connected with this Lease. This waiver shall apply to any original claim, counterclaim, cross claim, or other claim of any kind asserted by either party in any such action. Neither party nor any representative of either party, including counsel, has represented to the other that it would not seek to enforce this waiver of right to jury trial in any such action. The parties acknowledge that the provisions of this section are a material inducement to their entering into this Lease.

35. Inspection and Maintenance by Landlord. The Landlord and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right after 24 hours prior Notice to the Tenant to enter upon the Leased Premises for the following purposes:

- a) to inspect the Leased Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Tenant has complied and is complying with the terms and conditions of this Lease with respect thereto;
- b) to perform essential maintenance, repair, relocation, or removal of the existing perimeter security fence, underground and overhead wires, pipes, drains, cables and conduits now located on or across the Leased Premises, and to construct, maintain, repair, relocate, and remove such facilities in the future as necessary to carry out the Master Plan of development of the Airport; provided, however, that said work shall in no event unduly interfere with the operations of Tenant and, provided further, that the entire cost of such work, as a result of the exercise by the Landlord of its rights hereunder shall be borne by the Landlord.

36. Claims for Federal or State Aid. Landlord and Tenant agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Lease; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

37. Adjudication of Disputes or Disagreements. Landlord and Tenant agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meeting and conference session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Lease or by Florida law. This paragraph does not apply where a default has occurred under the provisions of this Lease.

38. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Lease, Tenant and Landlord agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Lease or provision of the services under this Lease. Landlord and Tenant specifically agree that no party to this Lease shall be required to enter into any arbitration proceedings related to this Lease. A party who requests the other party's participation in accordance with the terms of this paragraph shall pay all reasonable expenses by the other party by reason of such participation.

39. Covenant of No Interest. Landlord and Tenant covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Lease, and that the only interest of each is to perform and receive benefits as recited in this Lease.

40. Code of Ethics. Landlord agrees that officers and employees of the Landlord recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

41. No Solicitation/Payment. The Landlord and Tenant warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Lease and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Lease. For the breach or violation of the provision, the Tenant agrees that the Landlord shall have the right to terminate this Lease without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

42. Public Access. The Landlord and Tenant shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Landlord and Tenant in conjunction with this Lease; and the Landlord shall have the right to unilaterally cancel this Lease upon a material violation of this provision by Tenant.

43. Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the Landlord and the Tenant to this Lease and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the Landlord be required to contain any provision for waiver.

44. Non-Delegation of Constitutional or Statutory Duties. This Lease is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Lease is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the Landlord except to the extent permitted by the Florida constitution, state statute, and case law.

45. Non-Reliance by Non-parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Lease to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the Landlord and the Tenant agree that neither the Landlord nor the Tenant or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Lease separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Lease.

46. Attestations. Tenant agrees to execute such documents as the Landlord may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

47. No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Landlord in his or her individual capacity, and no member, officer, agent or employee of Landlord shall be liable personally on this Lease or be subject to any personal liability or accountability by reason of the execution of this Lease.

48. Nondiscrimination.

a) The Tenant for themselves, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, do hereby covenant and agree that

1). No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Lift Station;

2). That in the construction of any improvements on, over or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;

3). That the Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

b). That in the event of breach of any of the above non-discrimination covenants, the Landlord shall have the right to terminate the lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights.

49. Reservation of Airspace.

a) It shall be a condition of this Lease that the Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

b) The Tenant expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

c). The Tenant expressly agree for themselves, their successors and assigns, to prevent any use of the Leased Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

50. Subordination to Original Instrument of Acquisition. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Landlord acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the instruments and documents under which the Landlord acquired the subject property from the United States of America, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Landlord pertaining to the Florida Keys Marathon Airport.

51. Non-Exclusive Grant. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Landlord herein reserves the right to grant similar privileges to another tenant or other tenants on other parts of the Airport.

52. Review of Leasehold Improvements. Prior to Tenant installing, constructing, fabricating, erecting, or placing of any leasehold improvement, the Landlord shall have the right to review and approve any and all leasehold improvements which review shall be limited to the proposed improvements compliance with F.A.A. and F.A.R., which review and approval shall neither be unreasonably delayed nor denied. The Landlord acknowledges that

the Tenant is leasing the Leased Premises for use to construct a Lift Station, which will tie into a force main.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first written above.

Witnesses:

Susie Thomas
PRINT NAME: Susie Thomas

Diane Clavier
PRINT NAME: Diane Clavier

TENANT:

CITY OF MARATHON,
a Florida municipal corporation

By: *Clyde Burnett*
Clyde Burnett, Manager

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 26 day of August, 2008, by Clyde Burnett, as Manager, of The City of Marathon, who is personally known to me or has produced _____, as identification.

Diane Clavier
Notary Public
State of Florida at Large
My Commission Expires:

DIANE CLAVIER
Comm# DD0692881
Expires 7/29/2011
Florida Notary Assn., Inc.

(SEAL)
ATTEST: DANNY L. KOLHAGE,
CLERK

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mario Digenarro, Mayor

STATE OF FLORIDA

COUNTY OF MONROE

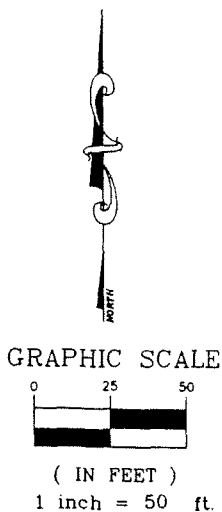
The foregoing instrument was acknowledged before me this ___ day of _____, 200___, by Mario Digenarro, for the Board of County Commissioners of Monroe County, Landlord, who is personally known to me or has produced _____, as identification.

Notary Public
State of Florida at Large
My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

SKETCH OF DESCRIPTION OF PART OF SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST, KEY VACA, CITY OF MARATHON, MONROE COUNTY, FLORIDA



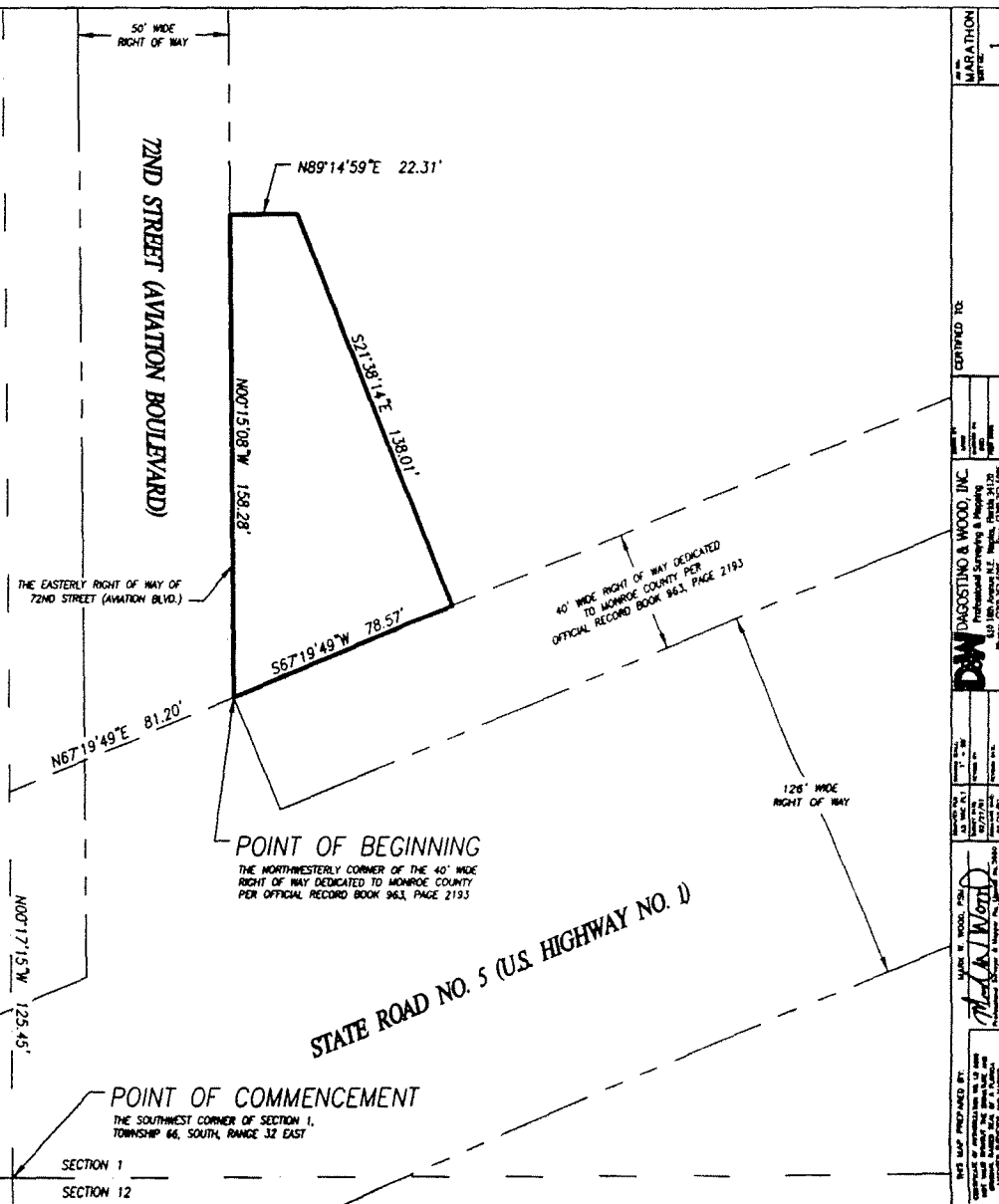
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST, KEY VACA, CITY OF MARATHON, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST; THENCE
N00°17'15"W ALONG THE WEST LINE OF SAID SECTION 1 FOR 125.45 FEET; THENCE LEAVING SAID WEST LINE
OF SECTION 1 N67°19'49"E FOR 81.20 FEET TO THE NORTHWESTERLY CORNER OF THE 40 FEET WIDE RIGHT OF
WAY DEDICATED TO MONROE COUNTY PER OFFICIAL RECORD BOOK 963, PAGE 2193, OF THE PUBLIC RECORDS
OF MONROE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE N00°15'08"W ALONG THE EASTERLY
RIGHT OF WAY OF 72ND STREET (AVIATION BOULEVARD) FOR 158.28 FEET; THENCE LEAVING SAID EASTERLY
RIGHT OF WAY OF 72ND STREET (AVIATION BOULEVARD) N89°14'59"E FOR 22.31 FEET; THENCE S21°38'14"E FOR
138.01 FEET TO THE NORTHERLY LINE OF THE 40 FEET WIDE RIGHT OF WAY DEDICATED TO MONROE COUNTY
PER OFFICIAL RECORD BOOK 963, PAGE 2193, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA;
THENCE S67°19'49"W ALONG THE SAID 40 FEET WIDE RIGHT OF WAY DEDICATED TO MONROE COUNTY FOR 78.57
FEET TO THE POINT OF BEGINNING.

CONTAINING 7,190 SQUARE FEET (0.16 ACRES) MORE OR LESS.

BEARINGS ARE GRID BEARINGS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE,
BASED UPON THE NORTH AMERICAN DATUM OF 1983, 1999 ADJUSTMENT (NAD 83/99).

*** THIS IS NOT A SURVEY ***



CITY OF MARATHON
 CERTIFIED TO:
 DAW
 DAGOSTINO & WOOD, INC.
 Professional Surveying & Mapping
 10775 W. ...
 Phone: (239) 332-4444
 FAX: (239) 332-4444
 DATE: 11/11/11
 DRAWN BY: M. WOOD
 CHECKED BY: M. WOOD
 PREPARED BY: M. WOOD
 MONROE COUNTY, FLORIDA
 SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST

EXHIBIT "B"

EASEMENT

DECLARATION OF NON-EXCLUSIVE IRREVOCABLE EASEMENT

[Airport]

THE PARTIES

This Declaration of a Non-Exclusive Irrevocable Easement (the "Declaration") is made and entered into as of July 18, 2007 by and between Monroe County, Florida, a political subdivision of the State of Florida, its successors and assigns (the "Grantor"), having an address of 1100 Simonton Street, Key West, Florida 33040 and the City of Marathon, a Florida municipal corporation, its successors and assigns, having an address of 10045-55 Overseas Highway Marathon, Florida 33050 (the "Grantee").

RECITALS

A. The Grantor is the owner in fee simple of that certain parcel of real property more particularly described in Composite Exhibit "A" attached hereto and made a material part hereof (the "Easement Parcel").

CONSIDERATION

NOW, THEREFORE, 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 are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

TERMS, AGREEMENTS, COVENANTS AND CONDITIONS

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and its successors and assigns and unto the owners, lessees and occupants of all or part of the Benefited Parcel, their heirs, legal representatives, successors and assigns, and unto their servants, agents, employees, guests, licensees, and invitees, a perpetual non-exclusive easement under the Easement Parcel. The easement herein granted is an easement appurtenant and is for the purposes of installing, constructing, maintaining, repairing, removing and replacing, as necessary, utility services, lift stations and junction boxes for sewer service (the "Utility Service"). The Grantee shall have the right, from time to time, to install, maintain and replace on and under the Easement Parcel, the Utility Service. Grantee shall bear all costs of installation, maintenance repair and replacement of the Utility Service. Installation and maintenance of the Utility Services shall be undertaken so as not to unreasonably disturb the Easement Parcel, recognizing the scope of the work required for the installation and maintenance of the Utility Services. Following the installation, repair or maintenance of the Utility Services, Grantee shall restore at Grantees sole expense, the Easement Parcel to the condition which existed prior to such work, including, without limitation, the restoration of all roadways, curbs and drainage.

2. Grantor's Responsibilities. Other than Grantee's obligations to repair and restore the Easement Parcel, as set forth and as limited in Section 1 above, the

Grantor is solely responsible for all expenses arising from or related to the planning, design, engineering, development, construction and maintenance of the Easement Parcel.

3. No Public Dedication. Nothing contained in this grant of easement shall, in any way, be deemed or constitute a gift of or dedication of any portion of the Easement Parcel to the general public or for the benefit of the general public whatsoever, it being the intention of the parties hereto that this grant of easement shall be limited to and utilized for the purposes expressed herein and only for the benefit of the persons herein named.

4. Indemnity. Grantee hereby indemnifies and holds harmless the Grantor from any and all actions, causes of action, claims, liabilities, demands and losses of any kind whatsoever which may be filed or made against Grantor by reason of the Grantee's use of the Easement Parcel and the rights granted hereunder. Grantee shall obtain and maintain a policy of commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000). Grantee shall cause the Grantor to be named as an additional insured under said policies.

5. Enforcement. The terms and conditions of this Declaration shall run with the Easement Parcel and shall inure to the benefit of and be enforceable by the Grantee and the Grantor, their respective legal representatives, successors and assigns, and the Grantee and the Grantor, each shall have a right of action to enforce by proceedings at law or in equity all conditions and covenants imposed by the provisions of this Declaration, or any amendment thereto, including the right to prevent the violation of such conditions and covenants and the right to recover actual damages for such violation (but not consequential or punitive damages).

6. Liens. Grantee shall not permit any mechanics lien or similar lien arising by reason of Grantee's work relating to the Easement Parcel to remain an encumbrance against the Easement Parcel. Grantee may bond over and contest the validity of any such mechanics lien in lieu of payment thereof.

7. No Waiver. Failure by either party to enforce any covenant, condition or restriction contained in this Declaration in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other covenant, condition or restriction.

8. Severability. Invalidation of any one or a portion of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9. Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

10. Notices. Any notice hereunder shall be in writing and shall be deemed to have been properly delivered when directed to the addressee as follows:

If to Grantee: City of Marathon
10045-55 Overseas Highway
Marathon, Florida 33050
Attention: City Manager
Phone: 1-305-289-4103
Fax: 1-305-289-4123

With a copy to
Grantee's Attorney: Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Ste. 2200
Miami, Florida 33130
Attention: John Herin, Esq.
Phone: 305-789-3427
Fax: 305-789-3395

If to Grantor: Monroe County
1100 Simonton St.
Key West, Florida 33040
Attention: Tom Willi, County Administrator
Phone: 1-305 292 - 4441
Fax: 1-305 292 - 4544

With a copy to
Grantor's Attorney: Monroe County Attorneys Office
P.O. Box 1026
Key West, Fl. 33041-1026
Attention: The County Attorney
Phone: 1-305 292 - 3470
Fax: 1-305 292 - 3516

Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall either be (i) hand delivered, (ii) sent by Federal Express or a comparable overnight mail service, or (iii) sent by telephone facsimile transmission provided an original copy of the transmission shall be mailed by regular mail, all at or to the respective addresses set forth above. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

11. Captions. Captions used in this Declaration are for information purposes only and do not alter, modify or add to the terms of this Declaration.

12. Governing Law. This Declaration will be governed and interpreted pursuant to the laws of the State of Florida. Grantor and Grantee, their successors and

assigns, shall perform all of their respective obligations under this Declaration in compliance with all applicable laws.

13. Modification/Entire Agreement. This Declaration may be modified only in a writing executed by the parties to this Declaration or their respective successors or assigns. This Declaration constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. Waiver of Jury Trial. Grantor and Grantee hereby knowingly, voluntarily and intentionally, waive trial by jury in any action brought by one against the other in connection with any matter arising out of or in any way connected with this easement agreement. This waiver shall apply to any original claim, counterclaim, cross claim, or other claim of any kind asserted by either party in any such action. Neither party nor any representative of either party, including counsel, has represented to the other that it would not seek to enforce this waiver of right to jury trial in any such action. The parties acknowledge that the provisions of this section are a material inducement to their entering into this easement agreement.

As to the Grantor:

Monroe County Board of County Commissioners

ATTEST :

DANNY KOLHAGE, CLERK

By: _____
MARIO DIGENNARO, MAYOR

STATE OF FLORIDA)
)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this ___ day of _____, 200__ by Mario Digennaro, Mayor, and attested to by Danny Kolhage, Clerk, each on behalf of the Monroe County Board of County Commissioners, each of whom are personally known to me or produced a _____ as identification.

Notary Public
State of Florida at Large
My Commission Expires:

As to the Grantee:

City of Marathon, a Florida municipal corporation

By: CLYDE BURNETT, CITY MANAGER

Print Name

Print Name

STATE OF FLORIDA)
)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__ by Clyde Burnett as a City Manager of the City of Marathon, a Florida municipal corporation, on behalf of the City, who is personally known to me or produced a _____ as identification.

Notary Public
State of Florida at Large
My Commission Expires:

COMPOSITE EXHIBIT "A"

Page 1 of 2

**LEGAL DESCRIPTION
OF THE
EASEMENT PARCEL**



Dagostino & Wood, Inc.

A 20' WIDE STRIP OF LAND LYING IN SECTION 1, TOWNSHIP 66 SOUTH, RANGE 33 EAST AND SECTION 6, TOWNSHIP 66 SOUTH, RANGE 32 EAST, CITY OF MARATHON, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST FOR A POINT OF REFERENCE; THENCE NORTH 00°17'15" WEST, ALONG THE WEST LINE OF SECTION 1, 125.45 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 4-A (NOW ABANDONED); THENCE NORTH 67°19'49" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 124.18 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; SAID POINT ALSO BEING ON THE NORTHERLY LINE OF THAT 40 FOOT WIDE RIGHT-OF-WAY DEDICATED TO MONROE COUNTY PER O.R. BOOK 963, PAGE 2193 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE NORTH 67°19'49" EAST, ALONG SAID NORTHERLY LINE, 20.00 FEET; THENCE SOUTH 22°40'11" EAST 6.57 FEET; THENCE NORTH 67°15'36" EAST 3,800.00 FEET; THENCE NORTH 22°40'11" WEST 1.91 FEET TO THE NORTHERLY LINE OF SAID 40 FOOT RIGHT-OF-WAY; THENCE NORTH 67°19'49" EAST, ALONG SAID NORTHERLY LINE 20.00 FEET; THENCE SOUTH 22°40'11" EAST 1.88 FEET; THENCE NORTH 67°15'36" EAST 272.25 FEET; THENCE NORTH 73°32'45" EAST 170.43 FEET; THENCE NORTH 67°19'49" EAST 876.28 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE 170.93 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 19°59'13", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 57°20'13" EAST 170.06 FEET TO THE POINT OF REVERSE CURVATURE; THENCE 65.60 FEET ALONG THE ARC OF SAID REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 28°54'51", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 61°48'02" EAST 64.91 FEET TO THE POINT OF TANGENCY; THENCE NORTH 76°15'27" EAST 169.58 FEET; THENCE NORTH 67°11'00" EAST 1408.69 FEET; THENCE NORTH 74°58'23" EAST 57.41 FEET; THENCE NORTH 70°25'12" EAST 311.91 FEET; THENCE NORTH 76°42'08" EAST 839.94 FEET; THENCE NORTH 12°40'03" WEST 5.44 FEET TO THE NORTH LINE OF SAID 40 FOOT RIGHT-OF-WAY; THENCE NORTH 77°19'57" EAST, ALONG SAID NORTH LINE, 20.00 FEET ; THENCE SOUTH 12°40'03" EAST 25.22 FEET; THENCE SOUTH 76°42'08" WEST 858.62 FEET; THENCE SOUTH 70°25'12" WEST 311.61 FEET; THENCE SOUTH 74°58'23" WEST 56.85 FEET; THENCE SOUTH 67°11'00" WEST 1408.91 FEET; THENCE SOUTH 76°15'27" WEST 171.17 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE 55.51 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 28°54'51", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 61°48'02" WEST 54.92 FEET THE POINT OF REVERSE CURVATURE; THENCE 177.91 FEET ALONG THE ARC OF SAID REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 19°59'13", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 57°20'13" WEST 177.01 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 67°19'49" WEST 877.37 FEET; THENCE SOUTH 73°32'45" WEST 170.41 FEET; THENCE SOUTH 67°15'36" WEST 4111.17 FEET; THENCE NORTH 22°40'11" WEST 26.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.772 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

BEARINGS ARE BASED UPON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, REFERENCING THE NORTH AMERICAN DATUM OF 1983, 1999 ADJUSTMENT (NAD 83/99).

Prepared By:

David S. Dagostino, PSM
Fl Reg. No. 5762

610 18TH Avenue NE Naples, FL 34120
Phone-(239)352-6085 Fax-(239)352-6095

COMPOSITE EXHIBIT "A"

Page 2 of 2

**SKETCH
OF THE
EASEMENT PARCEL**

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LEGAL DESCRIPTION

A 20' WIDE STRIP OF LAND LYING IN SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST AND SECTION 6, TOWNSHIP 66 SOUTH, RANGE 32 EAST, CITY OF MARATHON, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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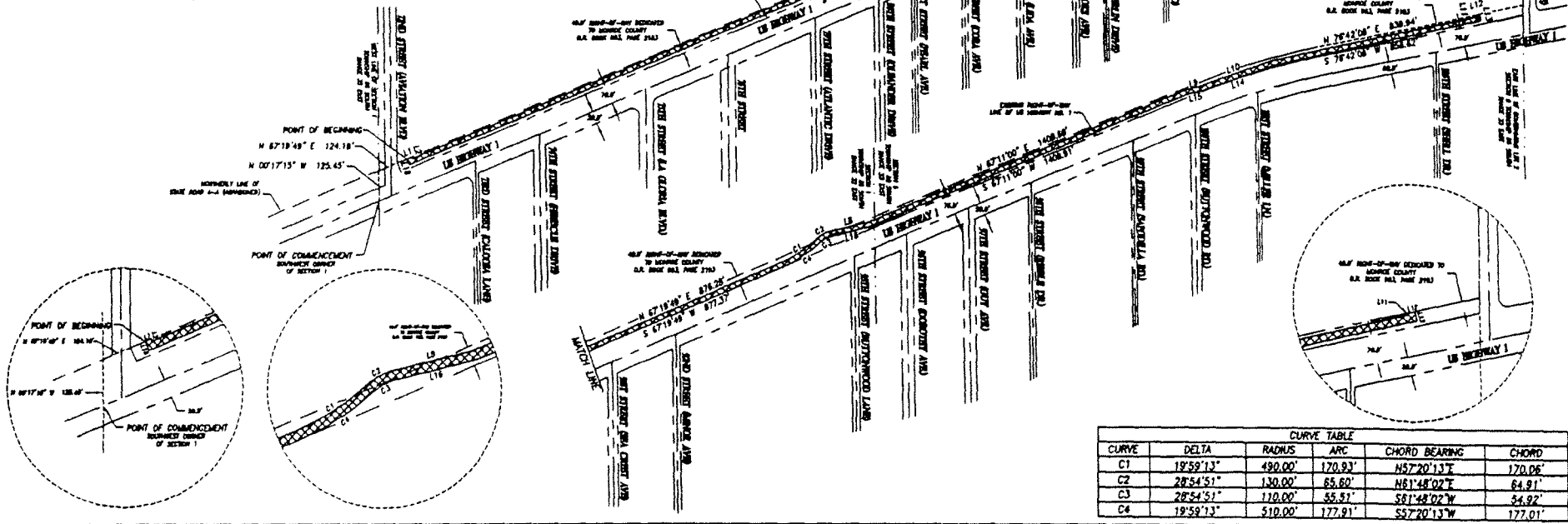
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SKETCH OF DESCRIPTION OF A 20' WIDE SEWER EASEMENT LYING IN SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AND SECTION 6, TOWNSHIP 66 SOUTH, RANGE 33 EAST, CITY OF MARATHON, MONROE COUNTY, FLORIDA

LINE	BEARING	DISTANCE
L1	N87°19'49"E	20.00'
L2	S22°40'11"W	6.57'
L3	N87°19'49"E	1.91'
L4	N87°19'49"E	20.00'
L5	S22°40'11"W	1.90'
L6	N87°19'49"E	272.25'
L7	N73°20'45"E	170.83'
L8	N87°19'49"E	196.58'
L9	N28°54'51"E	84.91'
L10	N70°15'27"E	189.58'
L11	N70°25'12"E	5.44'
L12	N78°42'08"E	20.00'
L13	S12°40'03"W	25.22'
L14	S78°42'08"W	311.81'
L15	S74°58'23"W	54.82'
L16	S87°11'00"W	171.17'
L17	S78°42'08"W	170.41'
L18	N22°40'11"E	26.58'



CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	19°58'13"	480.00'	170.93'	N57°20'13"E	170.08'
C2	28°54'51"	130.00'	85.60'	N81°48'02"E	84.91'
C3	28°54'51"	110.00'	55.51'	S81°48'02"W	54.92'
C4	19°58'13"	510.00'	177.91'	S57°20'13"W	177.01'

PREPARED BY: DAVID E. DAUGOSTINO, P.S.M.
 SURVEYOR
 1100 S. MARATHON BLVD., SUITE 100
 MARATHON, FLORIDA 33854
 PHONE: (888) 333-3333
 FAX: (888) 333-3333
 LICENSE NO. 123456
 EXP. DATE: 12/31/2024
 PROJECT NO. 2024-001
 DATE: 01/15/2024
 SHEET NO. 1 OF 1
 TOTAL SHEETS: 1
 DRAWING TITLE: SKETCH OF DESCRIPTION OF A 20' WIDE SEWER EASEMENT...

EXHIBIT "C"

THE EASEMENT PARCEL

LEGAL DESCRIPTION

A 20' WIDE STRIP OF LAND LYING IN SECTION 1, TOWNSHIP 66 SOUTH, RANGE 33 EAST AND SECTION 6, TOWNSHIP 66 SOUTH, RANGE 32 EAST, CITY OF MARATHON, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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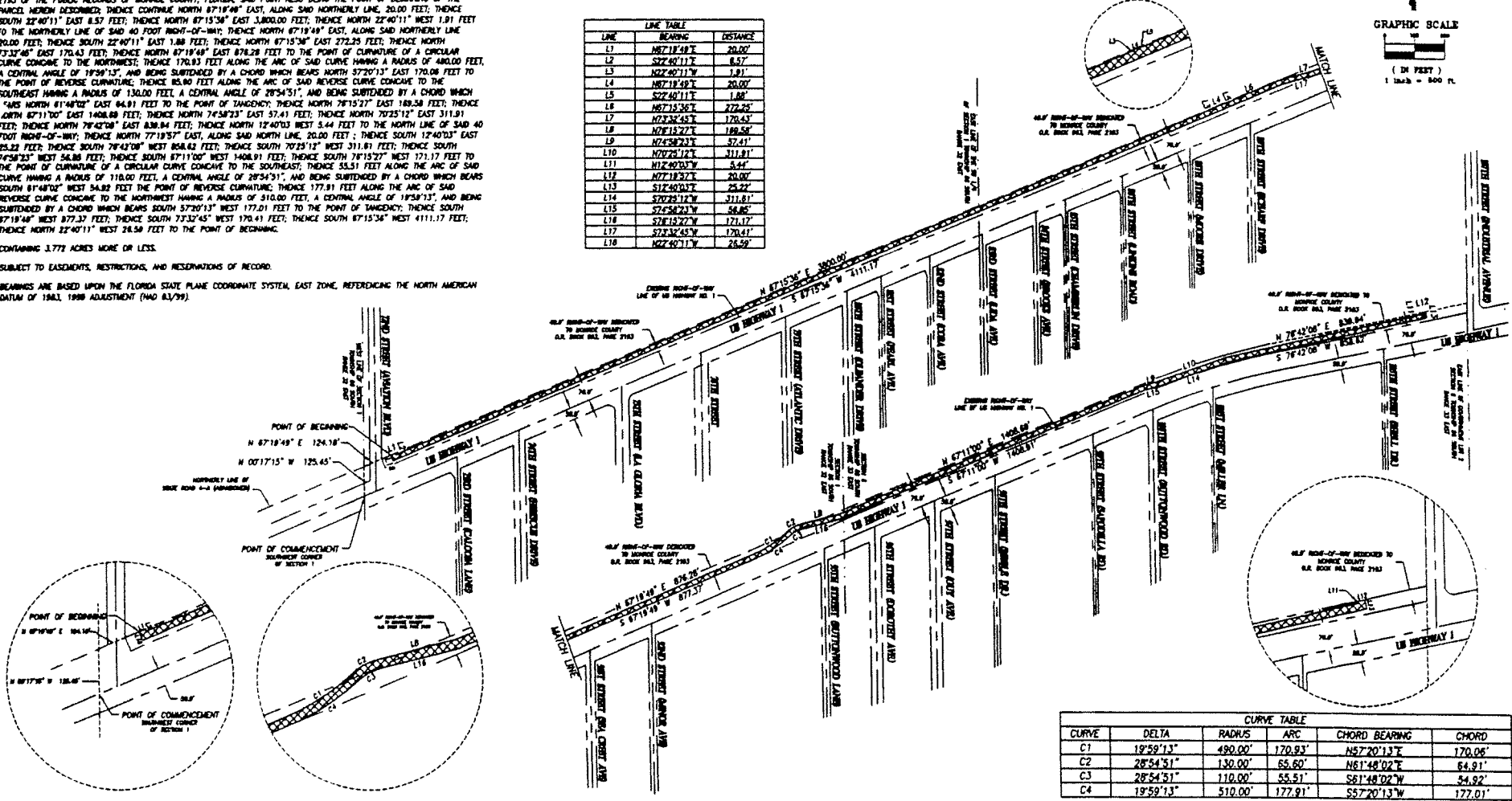
CONTAINING 3.777 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

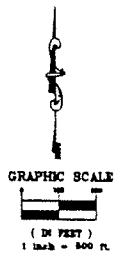
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L5	S72°40'11"W	1.88'
L6	N87°15'38"E	272.29'
L7	N73°32'48"E	170.43'
L8	N78°15'27"E	171.17'
L9	N78°15'27"E	171.17'
L10	N78°15'27"E	37.41'
L11	N12°40'03"W	5.44'
L12	N78°42'08"E	20.00'
L13	S12°40'03"E	25.22'
L14	S78°42'08"W	311.91'
L15	S74°58'23"W	56.88'
L16	S78°15'27"W	171.17'
L17	S73°32'45"W	170.41'
L18	N22°40'11"W	28.58'



CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	19°59'13"	480.00'	170.93'	N57°20'13"E	170.06'
C2	28°54'51"	130.00'	65.60'	N61°48'02"E	64.91'
C3	28°54'51"	110.00'	55.51'	S61°48'02"W	54.92'
C4	19°59'13"	510.00'	177.91'	S57°20'13"W	177.01'



THIS MAP PREPARED BY:
 DAVID E. D'AGOSTINO, P.E.
 CIVIL ENGINEER IN THE STATE OF FLORIDA
 LICENSE NO. 12547
 PROFESSIONAL SURVEYOR IN THE STATE OF FLORIDA
 LICENSE NO. 12547
 PHONE: (352) 352-6805
 FAX: (352) 352-6805
 D'AGOSTINO & WOOD, INC.
 PROFESSIONAL SURVEYING & MAPPING
 1000 W. STATE ROAD 100, SUITE 100
 MARATHON, FLORIDA 33859
 PHONE: (352) 352-6805
 FAX: (352) 352-6805
 CERTIFIED TO:
 MARA
 1



Dagostino & Wood, Inc.

A 20' WIDE STRIP OF LAND LYING IN SECTION 1, TOWNSHIP 66 SOUTH, RANGE 33 EAST AND SECTION 6, TOWNSHIP 66 SOUTH, RANGE 32 EAST, CITY OF MARATHON, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST FOR A POINT OF REFERENCE; THENCE NORTH $00^{\circ}17'15''$ WEST, ALONG THE WEST LINE OF SECTION 1, 125.45 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 4-A (NOW ABANDONED); THENCE NORTH $67^{\circ}19'49''$ EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 124.18 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; SAID POINT ALSO BEING ON THE NORTHERLY LINE OF THAT 40 FOOT WIDE RIGHT-OF-WAY DEDICATED TO MONROE COUNTY PER O.R. BOOK 963, PAGE 2193 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE NORTH $67^{\circ}19'49''$ EAST, ALONG SAID NORTHERLY LINE, 20.00 FEET; THENCE SOUTH $22^{\circ}40'11''$ EAST 6.57 FEET; THENCE NORTH $67^{\circ}15'36''$ EAST 3,800.00 FEET; THENCE NORTH $22^{\circ}40'11''$ WEST 1.91 FEET TO THE NORTHERLY LINE OF SAID 40 FOOT RIGHT-OF-WAY; THENCE NORTH $67^{\circ}19'49''$ EAST, ALONG SAID NORTHERLY LINE 20.00 FEET; THENCE SOUTH $22^{\circ}40'11''$ EAST 1.88 FEET; THENCE NORTH $67^{\circ}15'36''$ EAST 272.25 FEET; THENCE NORTH $73^{\circ}32'45''$ EAST 170.43 FEET; THENCE NORTH $67^{\circ}19'49''$ EAST 876.28 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE 170.93 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF $19^{\circ}59'13''$, AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH $57^{\circ}20'13''$ EAST 170.06 FEET TO THE POINT OF REVERSE CURVATURE; THENCE 65.60 FEET ALONG THE ARC OF SAID REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF $28^{\circ}54'51''$, AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH $61^{\circ}48'02''$ EAST 64.91 FEET TO THE POINT OF TANGENCY; THENCE NORTH $76^{\circ}15'27''$ EAST 169.58 FEET; THENCE NORTH $67^{\circ}11'00''$ EAST 1408.69 FEET; THENCE NORTH $74^{\circ}58'23''$ EAST 57.41 FEET; THENCE NORTH $70^{\circ}25'12''$ EAST 311.91 FEET; THENCE NORTH $76^{\circ}42'08''$ EAST 839.94 FEET; THENCE NORTH $12^{\circ}40'03''$ WEST 5.44 FEET TO THE NORTH LINE OF SAID 40 FOOT RIGHT-OF-WAY; THENCE NORTH $77^{\circ}19'57''$ EAST, ALONG SAID NORTH LINE, 20.00 FEET ; THENCE SOUTH $12^{\circ}40'03''$ EAST 25.22 FEET; THENCE SOUTH $76^{\circ}42'08''$ WEST 858.62 FEET; THENCE SOUTH $70^{\circ}25'12''$ WEST 311.61 FEET; THENCE SOUTH $74^{\circ}58'23''$ WEST 56.85 FEET; THENCE SOUTH $67^{\circ}11'00''$ WEST 1408.91 FEET; THENCE SOUTH $76^{\circ}15'27''$ WEST 171.17 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE 55.51 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF $28^{\circ}54'51''$, AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH $61^{\circ}48'02''$ WEST 54.92 FEET THE POINT OF REVERSE CURVATURE; THENCE 177.91 FEET ALONG THE ARC OF SAID REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF $19^{\circ}59'13''$, AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH $57^{\circ}20'13''$ WEST 177.01 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $67^{\circ}19'49''$ WEST 877.37 FEET; THENCE SOUTH $73^{\circ}32'45''$ WEST 170.41 FEET; THENCE SOUTH $67^{\circ}15'36''$ WEST 4111.17 FEET; THENCE NORTH $22^{\circ}40'11''$ WEST 26.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.772 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

BEARINGS ARE BASED UPON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, REFERENCING THE NORTH AMERICAN DATUM OF 1983, 1999 ADJUSTMENT (NAD 83/99).

Prepared By:

David S. Dagostino, PSM
Fl Reg. No. 5762

610 18TH Avenue NE Naples, FL 34120
Phone-(239)352-6085 Fax-(239)352-6095

EXHIBIT "D"

MEMORANDUM OF LEASE

This Instrument Was Prepared By,
Record and Return to:

Robert E. Gallagher, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

MEMORANDUM OF GROUND LEASE

KNOW ALL MEN BY THESE PRESENTS of this Memorandum of Lease made as of the 18th day of July, 2007, by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "Landlord") whose address is 1100 Simonton Street, Key West, Florida 33040 and the CITY OF MARATHON, FLORIDA, a Florida Municipal Corporation (the "Tenant") whose address is 9805 Overseas Highway, Marathon, Florida 33050.

W I T N E S S E T H:

For good and valuable consideration and in further consideration of the rents reserved and covenants and conditions more particularly set forth in that certain **GROUND LEASE AGREEMENT** (the "Lease"), and by and between Landlord and Tenant dated as of the 18th day of July, 2007, Landlord and Tenant hereby covenant and agree as follows.

1. Landlord demised unto Tenant and Tenant took from Landlord for the term hereinafter provided, and any extension thereof, the Leased Premises located in Monroe County, Florida, a sketch and legal description of which is attached hereto as Exhibit "A", and hereafter referred to as the "Leased Premises."

2. The Term of the lease shall commence on July 18, 2007 ("Commencement Date") and shall terminate ninety-nine (99) years after the Commencement Date unless sooner terminated or extended as provided in the Agreement.

3. Landlord's interest shall not be subject to any mechanics' or materialmen's liens or liens of any kind for improvements made by the Tenant upon the Leased Premises. All persons dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's interest or assets.

4. The sole purpose of this instrument is to give notice of said Lease and all its terms, covenants, agreements and conditions to the same extent as if said lease were fully set forth herein. The terms, covenants, agreements and conditions contained in this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

EXHIBIT "D"

4. The sole purpose of this instrument is to give notice of said Lease and all its terms, covenants, agreements and conditions to the same extent as if said lease were fully set forth herein. The terms, covenants, agreements and conditions contained in this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

(SEAL)
ATTEST: DANNY L. KOLHAGE,
CLERK

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mario Digenarro, Mayor

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by Mario Digenarro, as Mayor of Monroe County, Florida, who is personally known to me or has produced _____, as identification.

Notary Public
State of Florida at Large
My Commission Expires:

TENANT:

Print Name: _____

City of Marathon, a Florida Municipal Corporation

Print Name: _____

By: _____
Clyde Burnett, its Manager

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by Clyde Burnett as City Manager of the City of Marathon, who is personally known to me or has produced _____, as identification.

Notary Public
State of Florida at Large
My Commission Expires:

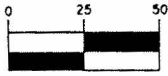
EXHIBIT "A"

EXHIBIT "A"

**SKETCH OF DESCRIPTION
OF PART OF SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST,
KEY VACA, CITY OF MARATHON, MONROE COUNTY, FLORIDA**



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

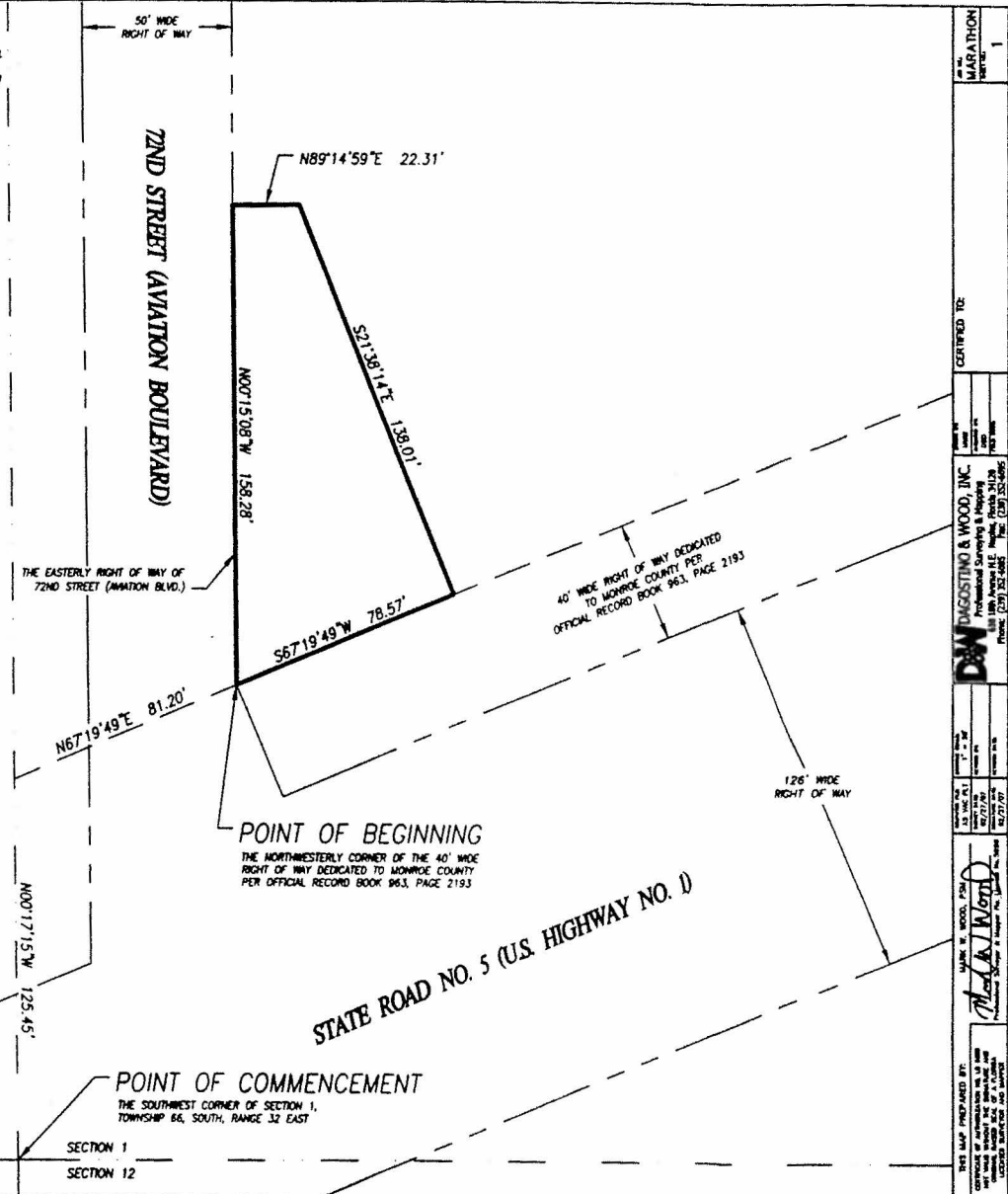
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST, KEY VACA, CITY OF MARATHON, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST; THENCE
N00°17'15"W ALONG THE WEST LINE OF SAID SECTION 1 FOR 125.45 FEET; THENCE LEAVING SAID WEST LINE
OF SECTION 1 N67°19'49"E FOR 81.20 FEET TO THE NORTHWESTERLY CORNER OF THE 40 FEET WIDE RIGHT OF
WAY DEDICATED TO MONROE COUNTY PER OFFICIAL RECORD BOOK 963, PAGE 2193, OF THE PUBLIC RECORDS
OF MONROE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE N00°15'08"W ALONG THE EASTERLY
RIGHT OF WAY OF 72ND STREET (AVIATION BOULEVARD) FOR 158.28 FEET; THENCE LEAVING SAID EASTERLY
RIGHT OF WAY OF 72ND STREET (AVIATION BOULEVARD) N89°14'59"E FOR 22.31 FEET; THENCE S21°38'14"E FOR
138.01 FEET TO THE NORTHERLY LINE OF THE 40 FEET WIDE RIGHT OF WAY DEDICATED TO MONROE COUNTY
PER OFFICIAL RECORD BOOK 963, PAGE 2193, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA;
THENCE S67°19'49"W ALONG THE SAID 40 FEET WIDE RIGHT OF WAY DEDICATED TO MONROE COUNTY FOR 78.57
FEET TO THE POINT OF BEGINNING.

CONTAINING 7,190 SQUARE FEET (0.16 ACRES) MORE OR LESS.

BEARINGS ARE GRID BEARINGS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE,
BASED UPON THE NORTH AMERICAN DATUM OF 1983, 1999 ADJUSTMENT (NAD 83/99).

***** THIS IS NOT A SURVEY *****



<p>DATE OF MAP: 10/20/09</p> <p>PROJECT NO.: 09-001</p> <p>SCALE: AS SHOWN</p> <p>DATE OF SURVEY: 10/20/09</p> <p>BY: JAMES E. WOOD, PLS</p> <p>FOR: MARATHON</p>	<p>PREPARED BY: JAMES E. WOOD, PLS</p> <p>DATE: 10/20/09</p> <p>PROJECT NO.: 09-001</p> <p>SCALE: AS SHOWN</p> <p>DATE OF SURVEY: 10/20/09</p> <p>BY: JAMES E. WOOD, PLS</p> <p>FOR: MARATHON</p>
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DAW DIGOSTINO & WOOD, INC.
 Professional Surveying & Mapping
 1000 W. US Highway 1
 Ft. Pierce, FL 34946
 Phone: (888) 352-6262
 Fax: (888) 352-6262