

**CITY OF MARATHON, FLORIDA
RESOLUTION 2007-18**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY WITH ORION BANK FOR A WASTEWATER TREATMENT PLANT AREA # 4 SITE IN AN AMOUNT NOT TO EXCEED \$900,000; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Marathon, Florida (the "City") has been in negotiations with Orion Bank to purchase property behind their location at 5601 Overseas Highway since February 2006;

WHEREAS, the City Council adopted Resolution 2006-109 on July 5, 2006, authorizing the use of eminent domain with respect to this property;

WHEREAS, subsequent to that date, the City and Orion Bank have agreed to enter into a contract for purchase and sale of the property for a purchase price of \$900,000, and which includes the obligation of the City to construct some architectural features to enhance the look of the wastewater treatment plant to blend in with the area;

WHEREAS, these plant sites will service all of Service Area 4 from 33rd Street to 60th Street north and south of U.S. Highway 1; and

WHEREAS, this plant has been permitted by the Florida Department of Environmental Protection and will go out to bid in February 2007;

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. The City Council authorizes the City Manager to enter into a Contract for Purchase and Sale of Real Properties, in the form attached hereto as Exhibit "A", with Orion Bank for the purchase of the real property described in Exhibit A for a price not to exceed \$900,000.

Section 3. The City Council hereby declares that this Property is being acquired and shall be held for public good and use.

Section 4. The City Clerk is directed to forward a copy of this resolution to the Monroe County Property Appraiser and Tax Collector.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 13th day of February, 2007.


THE CITY OF MARATHON, FLORIDA



Christopher M. Bull, Mayor

AYES: Mearns, Pinkus, Tempest, Worthington, Bull
NOES: None
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

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

[Vaca Key – Marathon, Florida]

This Contract for Purchase and Sale of Real Property (the "Contract") is made and entered into as of this 16th day of January 2007, by and between **ORION BANK**, a Florida State Bank (the "Seller"), and **The CITY OF MARATHON**, a Florida Municipal Corporation (the "Buyer").

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. **Definitions.** The following terms when used in this Contract for Purchase and Sale shall have the following meanings:

1.1 **Acceptance Date.** The Acceptance Date shall be January 16, 2007.

1.2 **Adjacent Parcel.** The parcel of land immediately north of the Property and on which is located the Orion Bank branch.

1.3 **Attorneys' Fees.** All reasonable fees and expenses charged by an attorney for its services and the services of any paralegals, legal assistants or law clerks, including (but not limited to) fees and expenses charged for representation at the trial level and in all appeals.

1.4 **Business Day.** Any day that the banks in Monroe County, Florida are open for business, excluding Saturdays and Sundays.

1.5 **Buyer's Address.** The City of Marathon, 10045-55 Overseas Highway, Marathon, Florida 33050; Attn: Susie Thomas, Project Manager; Telephone (305) 743-0033; Telecopy (305) 743-3667.

1.6 **Buyer's Attorney.** Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., Attention: Robert E. Gallagher, Esq. Buyer's Attorney's mailing address is 150 West Flagler Street, Suite 2200, Miami, Florida 33130; Telephone (305) 789-3300; Telecopy (305) 789-3395.

1.7 **Buyer's Costs.** Buyer's documented out-of-pocket costs with respect to the purchase of the Land, including but not limited to charges for surveys, lien searches, title examinations, soil tests, feasibility studies, appraisals, environmental audits, engineering and architectural work, and Attorneys' Fees incurred in the negotiation and preparation of this Contract.

1.8 **Cash to Close.** The Purchase Price plus all of Buyer's closing costs specified herein, subject to the adjustments herein set forth, less the Deposit.

1.9 Closing. The delivery of the Deed to Buyer concurrently with the delivery of the Purchase Price to Seller.

1.10 Closing Agent. Buyer's Attorney as agent for the Title Company shall be the Closing Agent.

1.11 Closing Date. The date of the Closing, which shall be not later than thirty (30) days after the expiration of the Investigation Period or such other dates as may be provided by this Contract; provided, that if the Closing Date shall fall on a Saturday, Sunday or legal holiday, the date of closing shall be the next date that is not a Saturday, Sunday or legal holiday.

1.12 Deed. The Special Warranty Deed that conveys title to the Land from Seller to Buyer.

1.13 Deposit. The sum of Twenty Five Thousand Dollars (\$25,000.00), together with all interest earned on said sum while it is held in escrow by Escrow Agent in accordance with this Contract.

1.14 Effective Date. The date this Contract is executed by the last party (excluding Escrow Agent).

1.15 Escrow Agent. Buyer's Attorney shall be the Escrow Agent.

1.16 Facility. The wastewater treatment facility to be constructed on the Property by the Buyer.

1.17 Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

1.18 Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to the Seller or the Property.

1.19 Hazardous Material. Any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, hazardous wastes or substances or toxic wastes or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials" or "toxic substances" under any applicable Governmental Requirements.

1.20 Investigation Period. The period of time beginning on the Effective Date and ending not later than forty-five (45) calendar days after the Effective Date.

1.21 Land. That certain real property located in Monroe County, Florida consisting of 0.918 acres, more or less, and more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all property rights, easements, privileges and appurtenances thereto and all leases, rents, and profits derived therefrom. The Land is vacant.

1.22 Property. The Property Records and the Land.

1.23 Property Records. Copies of all the following documents relating to the Property, if in either the possession or control of the Seller: Any and all leases, licenses, permits, authorizations and approvals issued by Governmental Authorities in accordance with Governmental Requirements, development rights, appraisals, paid tax bills for the year 2005, title insurance policies, surveys, site plans, plats, soil tests, reports, engineering reports and similar technical data and information, environmental reports and audits, and material correspondence (which shall mean correspondence, other than attorney/client privileged correspondence, which discloses claims, allegations or adverse information regarding the Property or Seller with respect to the Property or claims, allegations or adverse information that the Property violates any Governmental Requirements, that there is hazardous or toxic waste on or about the Property, or that there are defects, deficiencies or hazardous conditions in or on the Property).

1.24 Purchase Price. The sum of Nine Hundred Thousand and No/100 Dollars (\$900,000.00);

1.25 Seller's Address. Orion Bank, 2150 Goodlett Road, Naples, Florida 34101, Attention: Jerry R. Williams, Chief Executive Officer; Telephone (239) 403-5121; Telecopy (239) 403-2583.

1.26 Seller's Attorney. Morgan & Hendrick, Attention: James T. Hendrick, Esq. Seller's Attorney's mailing address is 317 Whitehead Street, Key West, Florida 33040; Telephone (305) 296-5676; Telecopy (305) 296-4331.

1.27 Title Commitment. An ALTA title insurance commitment (Florida Current Edition) from the Title Company, agreeing to issue the Title Policy to Buyer upon satisfaction of the Buyer's obligations pursuant to this Contract.

1.28 Title Company. Lawyers Title Insurance Corporation or such other nationally recognized title insurance company licensed to write title insurance in the State of Florida approved by Buyer.

1.29 Title Policy. An ALTA Owner's Title Insurance Policy (Florida Current Edition) with Florida modifications in the amount of the Purchase Price, insuring Buyer's title to the Land, subject only to exceptions as agreed to by the Buyer.

2. Purchase and Sale. Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase and acquire the Property from Seller on the terms and conditions hereinafter set forth.

3. Purchase Price. The Purchase Price shall be paid as follows:

3.1 Deposit. Within two (2) days after the execution of this Contract by Buyer and Seller, Buyer will deliver to Escrow Agent the Deposit. The Deposit shall be placed by Escrow Agent in an interest-bearing escrow account with Orion Bank.

3.2 Cash to Close. The Cash to Close and the Deposit shall be paid to Seller in accordance with the closing procedure hereinafter set forth. Buyer shall receive a credit at Closing for the interest earned on the Deposit.

4. Investigation Period.

4.1 Suitability for Use. During the Investigation Period Buyer shall determine, in its sole discretion, whether the Property is suitable for Buyer's use of the Property.

4.2 Seller's Delivery of Property Records. Within three (3) Business Days after the Effective Date, Seller shall deliver to Buyer the Property Records.

4.3 Buyer's Inspection of the Property. During the Investigation Period, and if Buyer elects to go forward with the Closing, from the end of the Investigation Period until the Closing Date, Buyer shall have the right to enter upon the Land and to make all inspections and investigations of the condition of the Land which it may deem necessary, including, but not limited to, soil borings, percolation tests, engineering and topographical studies, and investigations of zoning and the availability of utilities, all of which inspections and investigations shall be undertaken at Buyer's cost and expense. After completing its inspection of the Property, if Buyer elects to terminate this Contract in accordance with this Section, Buyer shall leave the Land in the condition existing on the Effective Date, normal wear and tear and loss due to weather conditions and events excluded.

4.4 Indemnification. Buyer hereby agrees to indemnify Seller and hold Seller harmless against all claims, demands and liability, including Attorneys' Fees, for nonpayment for services rendered to Buyer, for mechanics' liens, or for damage to persons or property arising out of Buyer's investigation of the Property. This indemnification and agreement to hold harmless shall survive the termination of this Contract or the Closing.

4.5 Buyer's Right to Terminate. Buyer may elect to terminate this Contract at any time before the end of the Investigation Period by written notice to Seller

and to Escrow Agent. Upon a termination of this Contract, Escrow Agent shall return to Buyer the Deposit and thereafter this Contract shall be terminated and except as otherwise specifically set forth in this Contract, neither Buyer nor Seller shall have any further rights or obligations hereunder.

5. Title.

5.1 Marketable Title to Land. Seller shall convey to Buyer marketable title to the Land, subject only to the exceptions agreed to by the Buyer. Marketable title shall be determined according to the Title Standards adopted by authority of The Florida Bar and in accordance with law.

5.2 Delivery of the Prior Title Policy. Seller has been unable to locate a prior title policy, but will endeavor to locate same and, if found, will, within three (3) Business Days following the Effective Date, at its cost, deliver the prior owner's policy of title insurance (the "Prior Policy") to the Buyer's Attorney. Buyer's Attorney will, within seven (7) Business Days after the Effective Date, order a Title Commitment.

5.3 Buyer to Notify Seller of Additional Exceptions. Buyer shall have seven (7) days from the date of receiving both the Title Commitment and the Survey to examine same. If the Title Commitment reflects that title to the Land is subject to any exception (the "Additional Exceptions") other than the exceptions agreed to by the Buyer, or if at any time after delivery of the Title Commitment and prior to Closing, Buyer receives notice of or otherwise discovers that title to the Land is subject to any Additional Exceptions, Buyer shall notify Seller in writing of the Additional Exceptions to which Buyer objects within ten (10) days after Buyer receives notice of such Additional Exceptions.

5.4 Additional Exceptions. After Buyer has notified Seller of any Additional Exceptions to which Buyer objects, Seller shall have the following options:

5.4.1 Mandatory Additional Exceptions. If the Additional Exceptions are liquidated claims, judgments, taxes (other than taxes which are subject to adjustment pursuant to this Contract), or are otherwise curable by the payment of money, without resort to litigation, then Seller shall be required to remove such Additional Exceptions (the "Mandatory Additional Exceptions") from the Land by taking the actions necessary to have the Mandatory Additional Exceptions deleted by the Title Company, or transferred to bond so that the Mandatory Additional Exceptions are removed from the Title Commitment.

5.4.2 Optional Additional Exceptions. With regard to all Additional Exceptions which are not Mandatory Additional Exceptions (the "Optional Additional Exceptions"), Seller shall have the right, but not the obligation, to take the actions necessary to have the Optional Additional Exceptions deleted by the Title Company, or transferred to bond so that the Optional Additional Exceptions are removed from the Title Commitment. Seller shall provide Buyer with written notice of its election as to whether or not it will cure the Optional Additional Exceptions within five (5) days after Seller's receipt of Buyer's notice of any Optional Additional Exceptions. If Seller notifies

Buyer that it will not attempt to cure the Optional Additional Exceptions, Buyer shall have the option, to be exercised within fifteen (15) days after Buyer's receipt of Seller's notice, to either (a) proceed to Closing and accept title in its existing condition without adjustment to the Purchase Price, or (b) terminate the Contract by sending written notice of termination to Seller and Escrow Agent. Notwithstanding the foregoing, Seller shall be required to cure any Additional Exceptions that are caused by Seller from the earlier of the Effective Date or the date of the Title Commitment through the Closing Date, regardless of the cost to cure such Additional Exceptions.

5.5 Termination of Contract. Upon the termination of this Contract pursuant to a provision set forth in Section 5, Escrow Agent shall return the Deposit to Buyer, and, thereafter, neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise provided in this Contract.

6. Survey.

6.1 Delivery of Survey. Seller has already delivered to Buyer a survey (the "Prior Survey") of the Land and all Improvements thereon prepared by a land surveyor or engineer registered and licensed in the State of Florida.

6.2 Survey Defects. Buyer may, within ten (10) Business Days from the Effective Date, order a Current ALTA Survey of the Land (the "Current Survey"). If the Current Survey shows any encroachment on the Land, or that any Improvement located on the Land encroaches on the land of others, or if the Survey shows any other defect which would adversely affects either the marketability of or title to the Property, Buyer shall notify Seller of such defect within ten (10) days after receipt of the Current Survey and such encroachment or defect shall be treated in the same manner as title defects are treated under this Contract.

7. Seller's Representations.

7.1 Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date as follows:

7.1.1 Seller's Existence. Seller is a commercial bank duly organized, existing, in good standing and qualified to do business under the laws of Florida, and Seller has full power and authority to own and sell the Property and to comply with the terms of this Contract.

7.1.2 Authority. The execution and delivery of this Contract by Seller and the consummation by Seller of the transaction contemplated by this Contract are within Seller's capacity and all requisite action has been taken to make this Contract valid and binding on Seller in accordance with its terms.

7.1.3 No Legal Bar. The execution by Seller of this Contract and the consummation by Seller of the transaction hereby contemplated does not, and on the Closing Date will not (a) result in a breach of or default under any indenture,

agreement, instrument or obligation to which Seller is a party and which affects all or any portion of the Property, (b) result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound, or (c) to Seller's knowledge, constitute a violation of any Governmental Requirement.

7.1.4 No Default. Seller is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects any portion of the Property.

7.1.5 Compliance With Governmental Requirements. To the best of Seller's knowledge, Seller and the Property are in compliance with all Governmental Requirements.

7.1.6 Title. Seller is the owner of marketable title to the Property, free and clear of all liens, encumbrances, easements and restrictions of any kind, except the Permitted Exceptions and encumbrances of record which will be paid and removed at Closing.

7.1.7 Litigation. To the best of Seller's knowledge, there are no actions, suits, proceedings or investigations pending or, to the knowledge of Seller, threatened against Seller or the Property affecting any portion of the Property or the Seller's ability to convey marketable and insurable title to the Property.

7.1.8 No Condemnation Pending or Threatened. To the best of Seller's knowledge, other than the eminent domain action that was conditionally authorized by the City of Marathon pursuant to City Council Resolution 2006-109, there is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated.

7.1.9 No Hazardous Material. The Property has not in the past been used and is not presently being used for the handling, storage, transportation or disposal of Hazardous Material.

7.1.10 No Special Assessments or Impact Fees. No portion of the Property is or will be affected by any special assessments or impact fees imposed by any Governmental Authority.

7.1.11 Parties in Possession. There are no parties other than Seller in possession of any portion of the Land.

7.1.12 Commitments to Governmental Authorities. Seller has made no commitments relating to the Property have been made to any Governmental Authority, utility company, school board, church or other religious body or any homeowner or homeowners association or any other organization, group or individual which would impose an obligation upon Buyer or its successors or assigns to make any contribution or dedication of money or land or to construct, install or maintain any improvements of a

public or private nature on or off the Land; and no Governmental Authority has imposed any requirement that any developer of the Land pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the development of the Land.

7.1.13 Adverse Information. Seller has no information or knowledge of (a) any Governmental Requirement, (b) any change contemplated in any Governmental Requirement, (c) any judicial or administrative action, (d) any action by adjacent landowners, (e) any natural or artificial conditions upon the Land, or (f) any other fact or condition of any kind or character whatsoever which would prevent, limit, impede, render more costly or adversely affect Buyer's Intended Use of the Property.

7.2 Survival of Representations. All of the representations of the Seller set forth in this Contract shall be true upon the execution of this Contract, shall be deemed to be repeated at and as of the Closing Date, and shall be true as of the Closing Date. All of the representations, warranties and agreements of the Seller set forth in this Contract shall survive the Closing.

8. Seller's Affirmative Covenants.

8.1 Acts Affecting Property. From and after the Effective Date, Seller will not (a) perform any grading, excavation, construction, or removal of any Improvements, or making any other change or improvement upon or about the Property; (b) create or incur, or suffer to exist, any mortgage, lien, pledge, or other encumbrances in any way affecting the Property other than the Permitted Exceptions; and (c) commit any waste or nuisance upon the Property.

8.2 Maintenance of Property. From the Effective Date until the Closing, the Property will be kept in good order. Seller will observe all Governmental Requirements affecting the Property and its use, until the Closing Date.

8.3 Application(s) for Permits and Other Applications and Documents Relating Thereto. From and after the Effective Date, upon the request of the Buyer, the Seller shall promptly execute such application(s) for permits and other applications and documents relating thereto for the Buyer to obtain such permits as may be required by any Governmental Authority for the Buyer to construct a sewage treatment facility and any ancillary facilities related thereto on the Land. Buyer shall pay any and all applicable fees relating to said applications.

8.4 Further Assurances. In addition to the obligations required to be performed hereunder by Seller at the Closing, Seller agrees to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials as Buyer may reasonably request in order to effectuate the consummation of the transactions contemplated herein and to vest title to the Property in Buyer.

9. Buyer's Representations. Buyer hereby represents and warrants to the Seller as of the Effective Date and as of the Closing Date as follows:

9.1 Buyer's Existence and Authority. Buyer is a Florida Municipal Corporation and subject to and conditioned upon Buyer obtaining approval from its City Council to enter into this Contract, which Consent shall only be evidenced by a resolution duly adopted by the City Council, Buyer will have full power and authority to purchase the Property and to comply with the terms of this Contract.

10. Buyer's Affirmative Covenants.

10.1 Construction of Facility. The Buyer will provide Seller a complete set of the construction plans and specifications for the Facility and for the improvements described in Section 10.2 below, in each case for the Seller's review and comment prior to commencing any construction on the Property.

10.2 Improvements. The Buyer will complete the following improvements on the Property prior to the commencement of operation of the Facility or of any other use:

- (a) A CBS wall, finished with stucco and painted the same color as the Orion Bank building on the Adjacent Property, of ten (10) feet in height to be located between the Property and the Adjacent Parcel;
- (b) Vegetative buffer (plants and foliage) so as to provide a reasonable buffer for the wall described in subparagraph (a) above; and
- (c) An irrigation system to water the vegetative buffer described in subparagraph (b) above.

10.3 Access to the Property. Buyer will obtain an easement or otherwise arrange for ingress and egress access to the Property from the Winn-Dixie parcel immediately west of the Property. There shall be no access between the Property and the Adjacent Parcel. Buyer, in its capacity as owner of the Property, for itself, its successors and assigns, expressly waives any statutory or common law easement or right of access over Seller's land adjacent to the Property, and this waiver shall survive closing; provided, however, that nothing herein shall constitute a waiver by the City of Marathon, as the local municipal government, of its access rights in connection with providing public services.

10.4 Maintenance. The Buyer shall provide for monthly maintenance of the vegetative buffer described in Section 10.2(b) above, and shall implement a stormwater management system to prevent any stormwater on the Property from running off on to the Adjacent Parcel.

10.5 Operation of Facility. The Buyer shall operate the Facility so as to comply with all state and local laws regarding noise, odor and any other emissions from the Property.

10.6 Survival of Affirmative Covenants. All of the Affirmative Covenants and agreements of the Buyer set forth in this Section 10 of the Contract shall be deemed to be repeated at and as of the Closing Date, and shall survive the Closing.

11. Conditions to Buyer's Obligation to Close.

11.1 Buyer shall not be obligated to close under this Contract unless and until each of the following conditions are either fulfilled or waived, in writing, by Buyer:

11.1.1 Approval by Buyer's City Council: Buyer shall obtain a duly authorized resolution adopted by the City Council of the Buyer approving this Contract and Buyer's performance hereunder.

11.1.2 The Access. Buyer has obtained a perpetual non-exclusive easement for vehicular, pedestrian and utility access to the land, in recordable and insurable form, which easement shall be acceptable to the Buyer, in its sole and absolute discretion.

11.1.3 Compliance with Covenants. Seller shall have performed all covenants, agreements and obligations and complied with all conditions required by this Contract to be performed or complied with by Seller prior to the Closing Date.

11.1.4 Delivery of Documents. Seller shall be prepared to deliver to Buyer all instruments and documents to be delivered to Buyer at the Closing pursuant to this Contract.

11.1.5 No Prior Termination. This Contract shall not have been previously terminated pursuant to any other provision hereof.

11.1.6 Satisfaction of Other Conditions. All conditions to Closing otherwise contained in this Contract shall have been satisfied.

11.1.7 Application(s) for Permits. Seller shall have promptly executed the application(s) as set forth in Section 8.4 of this Contract.

11.1.8 Representations and Warranties and Seller's Affirmative Covenants. All of Seller's representations and warranties shall be true and correct and Seller shall have strictly complied with all of Seller's Affirmative Covenants.

11.1.9 Status of Title. The status of title to the Land shall be as required by this Contract.

11.2 Failure to Satisfy Conditions. Should the conditions to Buyer's obligation to close under the Contract be not satisfied or waived at or before the Closing Date, in addition to such other rights that the Buyer may have pursuant to this Contract, the Buyer shall have the right to terminate this Contract upon written notice to the Seller and upon such termination, receive a return of the Deposit from the Escrow Agent and thereafter neither Buyer nor Seller shall have any further obligations under this Contract.

12. Closing. Subject to all of the provisions of this Contract, Buyer and Seller shall close this transaction on the Closing Date commencing at 10:00 a.m. The Closing shall take place at the office of Buyer's Attorney. Notwithstanding any other provision of this Contract, should the Closing not have occurred on or before seventy-five (75) days from the Acceptance Date, either party may terminate this Contract effective ten (10) days after delivery to the other party of written notice of intention to terminate this Contract.

13. Seller's Closing Documents.

13.1 Documents. At Closing, Seller shall deliver the following documents ("Seller's Closing Documents") to Buyer:

13.1.1 Deed. The Deed which shall be duly executed and acknowledged by Seller so as to convey to Buyer good and marketable fee simple title to the Land free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions.

13.1.2 Seller's No Lien, Gap and FIRPTA Affidavit. An affidavit from Seller attesting that (a) no individual, entity or Governmental Authority has any claim against the Property under the applicable contractor's lien law, (b) except for Seller, no individual, entity or Governmental Authority is either in possession of the Property or has a possessory interest or claim in the Property, and (c) no improvements to the Property (other than such improvements that may have been made by, or pursuant to order of, the Buyer) have been made for which payment has not been made. The Seller's affidavit shall include language sufficient to enable the Title Company to insure the "gap", i.e., delete as an exception to the Title Commitment any matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy. The affidavit shall also include the certification of non-foreign status required under Section 1445 of the Internal Revenue Code to avoid the withholding of income tax by the Buyer.

13.1.3 Bill of Sale. An absolute bill of sale with full warranty of title conveying the Personal Property to Buyer free and clear of all liens, encumbrances and security interests.

13.1.4 General Assignment. A General Assignment, assigning to Buyer all of Seller's rights to the Land, including but not limited to, any and all rights to water and sewer allocations, rights to storm water drainage, rights to impact fee credits, development rights and rights, allocable or heretofore allocated to the Property.

13.1.5 Closing Statement. A closing statement setting forth the Purchase Price, Deposit and all credits, adjustments and prorations between Buyer and Seller, and the net Cash to Close due Seller.

13.1.6 Form 1099-B. Such federal income tax reports respecting the sale of the Property as are required by the Internal Revenue Code of 1986.

13.1.7 Authorizing Resolutions. Certificates of such resolutions in form and content as Buyer may reasonably request evidencing Seller's existence, power, and authority to enter into and execute this Contract and to consummate the transaction herein contemplated.

13.2 Pre-Closing Delivery. Copies of Seller's Closing Documents shall be delivered to Buyer's Attorney for review not less than five (5) days prior to the Closing Date.

14. Closing Procedure. The Closing shall proceed in the following manner:

14.1 Transfer of Funds. Buyer shall pay the Cash to Close and Escrow Agent shall deliver the Deposit to the Closing Agent by wire transfer to a depository designated by Closing Agent.

14.2 Delivery of Documents. Buyer shall deliver Buyer's Closing Documents, to Closing Agent.

14.3 Disbursement of Funds and Documents. Once the Title Company has "insured the gap," i.e., endorsed the Title Commitment to delete the exception for matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy, then Closing Agent shall disburse the Deposit, Cash to Close, and Buyer's Closing Documents to Seller, provided, however, that Closing Agent shall record the Deed in the Public Records of Monroe County, Florida.

15. Prorations and Closing Costs.

15.1 Prorations. The following items shall be prorated and adjusted between Seller and Buyer as of the midnight preceding the Closing, except as otherwise specified:

15.1.1 Taxes. Real estate and personal property taxes shall be prorated on the following basis:

15.1.1.1 If a tax bill for the year of Closing is available, then proration shall be based upon the current bill.

15.1.1.2 If the assessment for the year is available, but not the actual tax bill, then proration shall be based upon the prior years real estate taxes.

15.1.1.3 In all events proration shall be include the maximum discount for early payment of taxes.

15.1.2 Pending and Certified Liens. Certified municipal liens and pending municipal liens for which work has been substantially completed shall be paid by the Seller and other pending liens shall be assumed by the Buyer.

15.1.3 Utilities. No utility accounts currently exist for utility service to the Property. If Buyer installs temporary utility service to the Property, it shall be responsible for payment of utilities consumed.

15.2 Reproration of Taxes. At the Closing, the above-referenced items shall be prorated and adjusted as indicated. If subsequent to the Closing taxes for the year of Closing are determined to be higher or lower than as prorated, a reproration and adjustment will be made at the request of Buyer or Seller upon presentation of actual tax bills, and any payment required as a result of the reproration shall be made within ten (10) days following demand therefor. All other prorations and adjustments shall be final. This provision shall survive the Closing.

15.3 Seller's Closing Costs. Seller shall pay for the following items prior to or at the time of Closing:

Documentary stamps on Deed
Certified and pending municipal special
assessment liens for which the work has
been substantially completed

15.4 Buyer's Closing Costs. Buyer shall pay for the following items prior to or at the time of Closing:

Recording of Deed
Pending special assessment liens for which the work has not
been substantially completed Abstract
Title Policy
Current Survey

16. Possession. Buyer shall be granted full possession of the Property at Closing.

17. Condemnation and Damage by Casualty.

17.1 Condemnation. In the event of the institution of any proceedings by any Governmental Authority, other than Buyer or a governmental body

acting on behalf of Buyer, which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, Seller shall promptly notify Buyer and Buyer shall thereafter have the right and option to terminate this Contract by giving Seller written notice of Buyer's election to terminate within fifteen (15) days after receipt by Buyer of the notice from Seller. Seller hereby agrees to furnish Buyer with written notice of a proposed condemnation within two (2) Business Days after Seller's receipt of such notification. Should Buyer terminate this Contract, the Deposit shall immediately be returned to Buyer and thereafter the parties hereto shall be released from their respective obligations and liabilities hereunder. Should Buyer elect not to terminate, the parties hereto shall proceed to Closing and Seller shall assign all of its right, title and interest in all awards in connection with such taking to Buyer.

17.2 Damage by Casualty. It is the intention of the parties that on the Closing Date, Seller shall transfer to Buyer the Property in its present state and condition, subject only to reasonable wear and tear. Therefore, risk of loss to the Property from fire, windstorm or other casualty shall be borne by Seller until the Closing Date.

18. Misrepresentations; Non-Satisfaction of Conditions; Default.

18.1 Buyer's Pre-Closing Remedies for Seller's Misrepresentations. In the event that Buyer becomes aware prior to Closing that any of Seller's warranties or representations set forth in this Contract are not true on the Effective Date or at anytime thereafter but prior to Closing, and in the event that Seller is unable to render any such representation or warranty true and correct as of the Closing Date, Buyer may either: (a) terminate this Contract by written notice thereof to Seller and Escrow Agent, in which event the Deposit shall be returned to Buyer, Seller shall reimburse Buyer for Buyer's Costs and the parties will be relieved of all further obligations hereunder, or (b) elect to close under this Contract notwithstanding the failure of such representation, in which event the Closing shall not be deemed a waiver by Buyer of the failure of such representation and warranty and the Buyer may recover from the Seller any damages sustained by the Buyer.

18.2 Buyer's Post-Closing Remedies for Seller's Misrepresentations. From and after the Closing, Seller agrees to indemnify Buyer and hold Buyer harmless and defend Buyer from and against any and all loss, cost, claims, liabilities, damages and expenses, including, without limitation, Attorneys' Fees, arising as the result of a breach of any of the representations or warranties of Seller.

18.3 Buyer's Remedies for Seller's Failure to Satisfy Conditions to Closing. In addition to any other remedy that Buyer may have for Seller's breach of this Contract, if the conditions to Buyer's obligations have not been satisfied on or before the Closing Date, Buyer shall have the option of continuing the Closing Date for a period not to exceed six (6) months until such time as the conditions have been satisfied. This option is a continuing option and not an election of remedies; therefore, at any time after the originally scheduled Closing Date if the conditions to Buyer's obligations to close have not

been satisfied, Buyer can elect to terminate this extension of the Closing Date and pursue its remedies against Seller as elsewhere provided in this Contract.

18.4 Buyer's Remedies for Seller's Default. In the event that this transaction fails to close due to a refusal to close or default on the part of Seller, Buyer as its sole remedy shall have the right to elect any one of the following options:

18.4.1 Buyer may terminate the Contract, receive a return of the Deposit from Escrow Agent and the payment from Seller of Buyer's Costs, and thereafter neither Buyer nor Seller shall have any further obligations under this Contract.

18.4.2 Buyer may receive a return of the Deposit from the Escrow Agent and seek specific performance of the Contract.

18.5 Seller's Remedies for Buyer's Default. In the event that this transaction fails to close due to a refusal or default on the part of Buyer, of the Deposit shall be paid by the Escrow Agent shall be paid to the Seller as agreed-upon liquidated damages and thereafter, except as otherwise specifically set forth in this Contract, neither Buyer nor Seller shall have any further obligation under this Contract. Buyer and Seller acknowledge that if Buyer defaults, Seller will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and that the portion of the Deposit to be paid to Seller most closely approximates the amount necessary to compensate Seller in the event of such default. Buyer and Seller agree that this is a bona fide liquidated damage provision and not a penalty or forfeiture provision.

18.6 Notice and Opportunity to Cure Defaults. Prior to either Buyer or Seller declaring a default under this Contract, the non-defaulting party shall send written notice of the default to the defaulting party and to the Escrow Agent. The defaulting party shall have a period of ten (10) days after receipt of the notice of default to cure such default. Neither Buyer nor Seller shall be entitled to any of the remedies set forth in this section prior to the sending of a notice of default to the defaulting party and the allowance of an opportunity to cure such default within ten (10) days after the receipt of the notice by the defaulting party.

19. Brokers.

19.1 Indemnification. Each party represents to the other that no broker has been involved in this transaction. It is agreed that if any claims for brokerage commissions or fees are ever made against Seller or Buyer in connection with this transaction, all such claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim. It is further agreed that each party agrees to indemnify and hold harmless the other from and against any and all such claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm, or corporation in connection with this Contract or the transactions contemplated hereby.

20. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall either be (a) hand-delivered, (b) sent by Federal Express or a comparable overnight mail service, or (c) sent by telephone facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail, to Buyer, Seller, Buyer's Attorney, Seller's Attorney, and Escrow Agent, at their respective addresses set forth in Section 1 of this Contract. 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.

21. Escrow Agent. The escrow of the Deposit shall be subject to the following provisions:

21.1 Duties and Authorization. The payment of the Deposit to the Escrow Agent is for the accommodation of the parties. The duties of the Escrow Agent shall be determined solely by the express provisions of this Contract. The parties authorize the Escrow Agent, without creating any obligation on the part of the Escrow Agent, in the event this Contract or the Deposit becomes involved in litigation, to deposit the Deposit with the clerk of the court in which the litigation is pending and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility under this Contract. The undersigned also authorize the Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit the Deposit with the clerk of the court and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

21.2 Liability. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its wilful misconduct or gross negligence. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Contract is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

21.3 Indemnification. The parties will, and hereby agree to, jointly and severally, indemnify the Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without gross negligence or wilful misconduct on the part of the Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Contract, as well as the costs and expenses of defending against any claim or liability arising under this Contract. This provision shall survive the Closing or termination of this Contract.

21.4 Buyer's Attorney. Seller acknowledges that the Escrow Agent is also Buyer's Attorney in this transaction, and that Seller hereby consents to the Escrow Agent's representation of Buyer in any litigation which may arise out of this Contract.

22. Assignment. This Contract may not be assigned by Buyer without Seller's consent the Deposit shall be delivered to Seller and Escrow Agent on or before the Closing Date.

23. Miscellaneous.

23.1 Counterparts and Execution via Electronic Transmission. This Contract 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. The execution of this Contract and delivery via electronic transmission shall be sufficient for all purposes and shall be binding on the party who so executes.

23.2 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Contract.

23.3 Amendment. No modification or amendment of this Contract shall be of any force or effect unless in writing executed by both Seller and Buyer.

23.4 Attorneys' Fees. If any party obtains a judgment against any other party by reason of breach of this Contract, Attorneys' Fees and costs shall be included in such judgment.

23.5 Governing Law. This Contract shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial.

23.6 Entire Contract. This Contract sets forth the entire agreement between Seller and Buyer relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

23.7 Time of the Essence. Time is of the essence in the performance of all obligations by Buyer and Seller under this Contract.

23.8 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Contract which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full Business Day.

23.9 Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

23.10 Survival. All representations and warranties of Seller set forth in this Contract shall survive the Closing.

23.11 Acceptance Date. This Contract shall be null and void and of no further force and effect unless a copy of same executed by Seller is delivered to Buyer no later than the close of business on the next business day after the Acceptance Date.

23.12 Construction of Contract. All of the parties to this Contract have participated freely in the negotiation and preparation hereof; accordingly, this Contract shall not be more strictly construed against any one of the parties hereto.

23.13 Gender. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

23.14 Notice Regarding Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

[Signatures on the next page]

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

SELLER:

ORION BANK,
a Florida Bank

By: Carla H. Pollard
Carla H. Pollard
Executive Vice President

Date: January 17th, 2007

BUYER:

The CITY OF MARATHON,
a Florida Municipal Corporation

By: _____
Michael H. Puto
City Manager

Date: January ____, 2007

ESCROW AGENT: (as to only those Sections of the Contract pertaining to the Escrow Agent's rights and responsibilities): Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

By: [Signature]
Robert E. Gallagler, Jr.

Date: January 17th, 2007

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

SELLER:


**ORION BANK,
a Florida Bank**

By: _____
Carla H. Pollard
Executive Vice President

Date: January __, 2007

BUYER:

**The CITY OF MARATHON,
a Florida Municipal Corporation**

By:  _____
Michael H. Puto
City Manager

Date: January 17th, 2007

ESCROW AGENT: (as to only those Sections of the Contract pertaining to the Escrow Agent's rights and responsibilities): Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

By: _____
Robert E. Gallagler, Jr.

Date: January __, 2007

EXHIBIT "A"

Legal Description

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 2, SECTION 11, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AT MARATHON, KEY VACA, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 1 (STATE ROAD NO. 5) AND THE EASTERLY LINE OF SAID GOVERNMENT LOT 2, SECTION 11, TOWNSHIP 66 SOUTH, RANGE 32 EAST FOR A POINT OF REFERENCE; THENCE SOUTH 73°48'37" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 581.45 FEET TO THE NORTHEASTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 659, PAGE 254, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 16°11'23" EAST, PERPENDICULAR TO SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 659, PAGE 254, 300.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE SOUTH 16°11'23" EAST, ALONG SAID EASTERLY LINE, 200.00 FEET TO THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 659, PAGE 254; THENCE SOUTH 73°48'37" WEST, PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY LINE OF SAID LANDS, 200.02 FEET TO THE SOUTHWEST CORNER OF SAID DESCRIBED LANDS; THENCE NORTH 16°11'23" WEST, ALONG THE WESTERLY LINE OF SAID DESCRIBED LANDS, 200.00 FEET; THENCE NORTH 73°48'37" EAST 200.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 40,000 SQUARE FEET (0.918 ACRES) MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

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).

I:\W-AGT\37388\Wastewater\Contract V-8 for Purchase and Sale of Real Property.doc

A. Settlement Statement

U.S. Department of Housing
and Urban Development



OMB No. 2502-0265

B. Type of Loan

1 <input type="checkbox"/> FHA	2 <input type="checkbox"/> FmHA	3 <input type="checkbox"/> Conv. Unins.	6. File Number 37388019 ORION	7. Loan Number	8. Mortgage Insurance Case Number
4 <input type="checkbox"/> VA	5 <input type="checkbox"/> Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: City of Marathon, a Florida municipal corporation
10045-55 Overseas Highway, Marathon, Florida 33050

ADDRESS OF BORROWER:

E. NAME OF SELLER: Orion Bank, a Florida State Bank

ADDRESS OF SELLER:

F. NAME OF LENDER:

ADDRESS OF LENDER:

G. PROPERTY LOCATION: See Legal Descrip. Attached hereto as Exhibit A
Marathon, FL

H. SETTLEMENT AGENT: STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.
150 WEST FLAGLER STREET, SUITE 2200, MIAMI, FL 33130

PLACE OF SETTLEMENT: 150 WEST FLAGLER STREET, SUITE 2200, MIAMI, FL 33130

I. SETTLEMENT DATE: 5/2/2007

J. SUMMARY OF BORROWER'S TRANSACTION

K. SUMMARY OF SELLER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	900,000.00	401. Contract sales price	900,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	5,108.61	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. to		409. to	
110. to		410. to	
111. to		411. to	
112. to		412. to	
120. GROSS AMOUNT DUE FROM BORROWER	905,108.61	420. GROSS AMOUNT DUE TO SELLER	900,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money	25,144.21	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	6,300.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206. Principal amount of seller financing		506. Principal amount of seller financing	
207.		507.	
208.		508.	
209.		509.	
209a		509a	
209b		509b	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 1/1/2007 to 5/2/2007	1,195.74	511. County taxes 1/1/2007 to 5/2/2007	1,195.74
212. Assessments to		512. Assessments to	
213. to		513. to	
214. to		514. to	
215. to		515. to	
216. to		516. to	
217. to		517. to	
218. to		518. to	
219. to		519. to	
220. TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER	26,339.95	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER	7,495.74
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower (line 120)	905,108.61	601. Gross amount due to seller (line 420)	900,000.00
302. Less amounts paid by/for borrower (line 220)	26,339.95	602. Less reductions in amount due seller (line 520)	7,495.74
303. CASH <input checked="" type="checkbox"/> From <input type="checkbox"/> To BORROWER	878,768.66	603. CASH <input checked="" type="checkbox"/> To <input type="checkbox"/> From SELLER	892,504.26

L. Settlement Charges				Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700. TOTAL SALES/BROKER'S COM. based on price	900,000.00	@	% =		
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703. Commission paid at Settlement					
704.	to				
800. Items Payable In Connection With Loan					
801. Loan Origination Fee	%	to			
802. Loan Discount	%	to			
803. Appraisal Fee		to			
804. Credit Report		to			
805. Lender's Inspection Fee		to			
806. Mortgage Insurance Application Fee		to			
807.		to			
808.		to			
809.		to			
810.		to			
811.		to			
812.		to			
813.		to			
814.		to			
815.		to			
900. Items Required By Lender To Be Paid In Advance					
901. Interest from	5/2/2007	to	6/1/2007	@	/day
902. Mortgage Insurance Premium for	months	to			
903. Hazard Insurance Premium for	years	to			
904.	years	to			
905.	years	to			
1000. Reserves Deposited With Lender					
1001. Hazard insurance	months@		per month		
1002. Mortgage insurance	months@		per month		
1003. City property taxes	months@		per month		
1004. County property taxes	months@		per month		
1005. Annual assessments	months@		per month		
1006.	months@		per month		
1007.	months@		per month		
1008.	months@		per month		
1009.					
1100. Title Charges					
1101. Settlement or closing fee	to	Stearns, Weaver, Miller, et. al.			
1102. Abstract or title search	to	Stearns, Weaver, Miller, et. al.		421.11	
1103. Title examination	to	Stearns, Weaver, Miller, et. al.			
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above items numbers:					
1108. Title insurance	to	Stearns, Weaver, Miller, et. al.		4,575.00	
(includes above items numbers:					
1109. Lender's coverage: Risk Premium		INS AMT:			
1110. Owner's coverage: Risk Premium	4,575.00	INS AMT: 900,000.00			
1110a					
1111.	to				
1112.	to				
1113.	to				
1200. Government Recording and Transfer Charges					
1201. Recording Fees: Deed \$35.50; L-Mortgage(s) ; S-Mortgage(s) ; Releases				35.50	
1202. City/county tax/stamps: Deed ; L-Mortgage(s) ; S-Mortgage(s)					
1203. State tax/stamps: Deed \$6,300.00; L-Mortgage(s) ; S-Mortgage(s)					6,300.00
1204. City of Marathon Resolution		Clerk of Court		27.00	
1205. Misc Recording Fees		Clerk of Court		50.00	
1300. Additional Settlement Charges					
1301. Survey	to				
1302.	to				
1303.	to				
1304.	to				
1305.	to				
1306.	to				
1307.	to				
1308.	to				
1309.	to				
1400. Total Settlement Charges	(enter on lines 103, Section J and 502, SectionK)			5,108.61	6,300.00

CERTIFICATION DATE: 5/2/2007
 I have carefully reviewed the HUD - 1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD - 1 Settlement Statement.
 City of Marathon, a Florida municipal corporation
 Orion Bank, a Florida State Bank

By: Michael H. Puto Borrower
 Michael H. Puto, City Manager

By: Carla H. Pollard Seller
 Carla H. Pollard, Executive Vice President

By: _____ Borrower
 By: _____ Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.
 STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.
 Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.
 Date: 5/2/2007
 37388019 ORION

A. Settlement Statement

U.S. Department of Housing
and Urban Development



OMB No. 2502-0265

B. Type of Loan

1 <input type="checkbox"/> FHA	2 <input type="checkbox"/> FmHA	3 <input type="checkbox"/> Conv. Unins.	6. File Number 37388019 ORION	7. Loan Number	8. Mortgage Insurance Case Number
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10045-55 Overseas Highway, Marathon, Florida 33050

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E. NAME OF SELLER: Orion Bank, a Florida State Bank

ADDRESS OF SELLER:

F. NAME OF LENDER:

ADDRESS OF LENDER:

G. PROPERTY LOCATION: See Legal Descrip. Attached hereto as Exhibit A
Marathon, FL

H. SETTLEMENT AGENT: STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.

150 WEST FLAGLER STREET, SUITE 2200, MIAMI, FL 33130

PLACE OF SETTLEMENT: 150 WEST FLAGLER STREET, SUITE 2200, MIAMI, FL 33130

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107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
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209a		509a	
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215. to		515. to	
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	Division of Commission (line 700) as follows:					
701.		to				
702.		to				
703.	Commission paid at Settlement					
704.		to				
300. Items Payable In Connection With Loan						
801.	Loan Origination Fee	%	to			
802.	Loan Discount	%	to			
803.	Appraisal Fee		to			
804.	Credit Report		to			
805.	Lender's Inspection Fee		to			
806.	Mortgage Insurance Application Fee		to			
807.			to			
808.			to			
809.			to			
810.			to			
811.			to			
812.			to			
813.			to			
814.			to			
815.			to			
900. Items Required By Lender To Be Paid In Advance						
901.	Interest from	5/2/2007	to	6/1/2007 @	/day	
902.	Mortgage Insurance Premium for		months to			
903.	Hazard Insurance Premium for		years to			
904.			years to			
905.			years to			
1000. Reserves Deposited With Lender						
1001.	Hazard insurance		months @		per month	
1002.	Mortgage insurance		months @		per month	
1003.	City property taxes		months @		per month	
1004.	County property taxes		months @		per month	
1005.	Annual assessments		months @		per month	
1006.			months @		per month	
1007.			months @		per month	
1008.			months @		per month	
1009.						
1100. Title Charges						
1101.	Settlement or closing fee		to	Stearns, Weaver, Miller, et. al.		
1102.	Abstract or title search		to	Stearns, Weaver, Miller, et. al.	421.11	
1103.	Title examination		to	Stearns, Weaver, Miller, et. al.		
1104.	Title insurance binder		to			
1105.	Document preparation		to			
1106.	Notary fees		to			
1107.	Attorney's fees		to			
	(includes above items numbers:					
1108.	Title insurance		to	Stearns, Weaver, Miller, et. al.	4,575.00	
	(includes above items numbers:					
1109.	Lender's coverage: Risk Premium			INS AMT:		
1110.	Owner's coverage: Risk Premium	4,575.00		INS AMT: 900,000.00		
1110a.						
1111.			to			
1112.			to			
1113.			to			
1200. Government Recording and Transfer Charges						
1201.	Recording Fees: Deed \$35.50; L-Mortgage(s) ; S-Mortgage(s) ; Releases				35.50	
1202.	City/county tax/stamps: Deed ; L-Mortgage(s) ; S-Mortgage(s)					
1203.	State tax/stamps: Deed \$6,300.00; L-Mortgage(s) ; S-Mortgage(s)				6,300.00	
1204.	City of Marathon Resolution			Clerk of Court	27.00	
1205.	Misc Recording Fees			Clerk of Court	50.00	
1300. Additional Settlement Charges						
1301.	Survey		to			
1302.			to			
1303.			to			
1304.			to			
1305.			to			
1306.			to			
1307.			to			
1308.			to			
1309.			to			
1400.	Total Settlement Charges	(enter on lines 103, Section J and 502, SectionK)			5,108.61	6,300.00

I have carefully reviewed the HUD - 1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD - 1 Settlement Statement.

DATE: 5/2/2007

By: Michael H. Puto Borrower
Michael H. Puto, City Manager

By: Carla H. Pollard Seller
Carla H. Pollard, Executive Vice President

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

STEARNES WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Settlement Agent
DATE: 5/2/2007
37388019 ORION