

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2008-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MARATHON AND SANDLER AT GREATER MARATHON BAY, LLC, FOR THE REDEVELOPMENT OF PROPERTY, WHICH IS LEGALLY DESCRIBED AS BLOCK 6 LOTS 1 THRU 5 & THE N 100' OF THE S 430' OF LOT 6 AND ADJACENT FILLED BAY BOTTOM MARATHON BEACH SUB PB2-16 AND BLOCK 2 LOTS 1 THRU 6 AMENDED PLAT OF YACHT BASIN TRACTS RE # 00337010-000000, PROVIDING FOR CONDITIONS AND REQUIREMENTS OF DEVELOPMENT, INCLUDING BUT NOT LIMITED TO, BUFFERS, BUILDING HEIGHTS, SETBACKS, AND OTHER REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Sandler at Greater Marathon Bay, L.L.C., a Florida limited liability company is the Owner, of approximately eight (8) contiguous acres of land (herein referred to as "Property") in the corporate limits of the City of Marathon, Florida; and

**WHEREAS**, the Property was a fully developed site with dwelling units, amenities, marina and commercial fishing facilities; and

**WHEREAS**, the City Comprehensive Plan encourages redevelopment that results in the removal of cesspits, the replacement of substandard on-site wastewater treatment, and the implementation of effective stormwater management and shoreline stabilization plans; and

**WHEREAS**, the City Comprehensive Plan encourages redevelopment that results in the economic stability of the City and its residents; and

**WHEREAS**, the City needs redevelopment to protect the environment, its residents, its infrastructure and economy by redeveloping structures that are highly vulnerable in storm events, are below the required base flood elevations and are uninsurable; and

**WHEREAS**, the redevelopment contemplated by the Owner will reconstruct structures in compliance with all applicable Federal Emergency Management Agency (FEMA) regulations, the Florida Department of Health (DOH) regulations, the Florida Department of Environmental Protection ("DEP") regulations, South Florida Water Management District ("SFWMD") regulations, applicable building codes and the City Code, including setback, open space, stormwater, shoreline stabilization, and landscape bufferyard criteria; and

**WHEREAS**, as part of the Property redevelopment, the Owner will replace decaying, unstable shoreline structures with new stabilization structures which will provide substantial public health and safety, environmental, and aesthetic benefits; and

**WHEREAS**, the City's enhancement and redevelopment goals are to attract families, not only for 'family oriented' tourism, but also for residential community redevelopment; and

**WHEREAS**, the Property offers the attractions of swimming, boating, and fishing that families enjoy, and Property redevelopment provides an opportunity for the type of development that will provide facilities to serve, retain, and attract families to the City; and

**WHEREAS**, Property redevelopment will encourage owners of other properties to renovate or upgrade their sites, producing greater aesthetic and economic benefits to the City, providing enhanced environmental and storm hazard protection; and

**WHEREAS**, the City has determined that the redevelopment will not adversely affect hurricane evacuation clearance time because the number of residential dwelling units on the Property will not increase beyond the number of residential dwelling units previously existing on the Property; and

**WHEREAS**, the Property is a highly disturbed, fully developed upland site which does not contain wetlands, listed species habitat, or other environmentally sensitive habitat, and therefore is an appropriate and preferred site to support redevelopment; and

**HEREAS**, on June 28, 2005, pursuant to City Council Resolution No. 2005-087, the Owners and the City entered into a Development Agreement for redevelopment of the Property (the "Original Development Agreement"), which said Original Development Agreement is recorded in the Public Records of Monroe County, Florida, in Official Records Book 2132 beginning at page 159; and

**WHEREAS**, based on market changes that have occurred since the date of the Original Development Agreement and recommendations from the Owner's design consultants, the Owners desire to revise their development plan and the Original Development Agreement and to correct certain items reflected in the Original Development Agreement; and

**WHEREAS**, this Agreement is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern; and

**WHEREAS**, the City has held public hearings to accept and encourage public input with respect to the proposal by the Owner contained in this Agreement, and has considered such public input; and

**WHEREAS**, the Owner has provided public notice of the parties' intent to consider entering into this Agreement by publishing an advertisement in a newspaper of general circulation and readership in the City, posting the Property subject to this Agreement, and mailing notice to the persons and entities shown on the most recent Monroe County Tax Roll to be the Owner of property lying within 300 feet of the boundaries of the Property subject to this Agreement; and

WHEREAS, the City Planning Commission has held a public hearing on December 17, 2007 to consider this Agreement and recommended that the City Council conditionally approve the Development, and the City Council of the City has held a public hearing on January 8, 2008 to consider this Agreement; and

WHEREAS, the City has determined that this Agreement is consistent with the City's comprehensive plan and land development regulations, is in the public interest, and will further the health, safety, welfare, and goals of the residents of the City of Marathon.

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

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

**Section 2.** The First Amended and Restated Development Agreement between the City and Sandler at Greater Marathon Bay, L.L.C., a Florida limited liability company, in substantially the form as the attached Exhibit "A," hereto, is hereby approved. The City Manager and City Attorney are authorized to finalize the terms and conditions of the Agreement and the Mayor is authorized to execute said Agreement on behalf of the City.

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

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

**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 22<sup>nd</sup> day of January 2008.

**THE CITY OF MARATHON, FLORIDA**



**Edward P. Worthington, Mayor**

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

**ATTEST:**

*Diane Clavier*

Diane Clavier  
City Clerk

(City Seal)

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

*[Signature]*  
City Attorney

**FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
FOR THE MARLIN BAY YACHT CLUB**

THIS FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE MARLIN BAY YACHT CLUB ("AGREEMENT") is entered into by and between SANDLER AT GREATER MARATHON BAY, L.L.C., a Florida limited liability company, ("Owner"), and the CITY OF MARATHON, a Florida municipal corporation ("City"), pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2007), and Sections 9.5-101 and 9.5-102 of the City Code, and is binding on the "Effective Date" set forth herein.

**WITNESSETH:**

WHEREAS, Sandler at Greater Marathon Bay, L.L.C., a Florida limited liability company, is the Owner of approximately eight (8) contiguous acres of land ("Property") in the corporate limits of the City of Marathon, Florida; and

WHEREAS, Policy 1.3.6.1 of the City's Comprehensive Plan Future Land Use Element expressly vests the rights of property owners who submitted development agreement applications on or before March 8, 2005, to develop projects pursuant to the comprehensive plan and land development regulations in effect prior to that date; and

WHEREAS, as provided in Policy 1.3.6.1 of the City's Comprehensive Plan Future Land Use Element, the Owner and City entered into the "Development Agreement for the Marlin Bay Yacht Club" (hereafter "Original Development Agreement"), approved by the City by Resolution 2005-087 and attached hereto as Exhibit "A", which became effective on or about August 23, 2005, and which approved and authorized the redevelopment of the Property; and

WHEREAS, in reliance on and in compliance with the Original Development Agreement, the Owner has redeveloped and currently is redeveloping the Property as ninety-two (92) residential dwelling units, and a clubhouse and other accessory uses including two thousand five hundred (2,500) square feet of commercial floor area and a marina; and

WHEREAS, subsequent to the approval of the Original Development Agreement, the Owner has requested certain amendments to the Original Development Agreement, set forth herein, and the City agrees that these amendments are desirable, are consistent with the City's Comprehensive Plan and 2007 LDRs, and will further the health, safety, welfare, and goals of the residents of the City of Marathon, and that the Original Development Agreement accordingly should be amended as specifically provided herein; and

WHEREAS, at the time the Owner and City entered into the Original Development Agreement, the Property was in a deteriorated condition, with numerous unlicensed cesspits and an unlicensed septic system for which the operating permit had been revoked by the Department of Health, lacking any stormwater management system or erosion control measures, and having unstable shoreline stabilization structures and nonconforming structures that were highly vulnerable to storm events; and

WHEREAS, the City desired, and continues to desire, the redevelopment of the Property in order to protect the environment and provide the residents of the City a clean, healthy environment, through the removal of cesspits, the replacement of substandard on-site wastewater treatment, and the implementation of effective stormwater management and shoreline stabilization plans, as well as to allow redevelopment which would substantially enhance ad

valorem taxes generated by the Property, thereby contributing to economic stability for the City and its citizens; and

WHEREAS, in redeveloping the Property, the Owner has removed all existing structures and has constructed and is in the process of constructing, structures in compliance with all applicable FEMA regulations, DOH regulations, the Florida Department of Environmental Protection ("DEP") regulations, South Florida Water Management District ("SFWMD") regulations, applicable building codes and the City Code, including setback, open space, stormwater, shoreline stabilization, and landscape bufferyard criteria; and

WHEREAS, in redeveloping the Property, the Owner has obtained all required permits for and constructed an advanced wastewater treatment ("AWT") plant which presently serves the Property and the adjacent Keys Fisheries development and meets the requirements of the City's Comprehensive Plan, and thereby provides a substantial benefit to the public health and the environment, and Owner agrees that it will connect the Property to the City's central wastewater treatment system as required and provided in Ordinance 02-07-12; and

WHEREAS, in redeveloping the Property, the Owner has obtained all required permits for and constructed a stormwater management system to serve the Property, thereby providing a substantial environmental benefit through retaining, detaining, treating, and managing stormwater runoff and eliminating the untreated discharge of stormwater under the historical and existing conditions on the Property; and

WHEREAS, in redeveloping the Property, the Owner has replaced the decaying, unstable shoreline structures with new stabilization structures which provide substantial public health and safety, environmental, and aesthetic benefits; and

**WHEREAS**, as part of the Property redevelopment, the Owner will provide substantial public benefit by constructing and maintaining parallel parking, a sidewalk, and landscaping along the side of Louisa Street bordering the Property, installing reasonably necessary drainage on any streets impacted by Marlin Bay Yacht Club infrastructure, and by providing and maintaining other landscaping and street signs along Louisa Street, all as specified herein; and

**WHEREAS**, the City's enhancement and redevelopment goals are to attract families, not only for 'family oriented' tourism, but also for residential community redevelopment; and

**WHEREAS**, the City has recognized that in order to attract families, development must be available that meets the spatial and specific residential community and recreational needs of families; and

**WHEREAS**, the Property offers the attractions of swimming, boating, and fishing that families enjoy, and Property redevelopment provides an opportunity for the type of development that will provide facilities to serve, retain, and attract families to the City; and

**WHEREAS**, Property redevelopment will encourage owners of other properties to renovate or upgrade their sites, producing greater aesthetic and economic benefits to the City, providing enhanced environmental and storm hazard protection and facilitating the retention and enticement of families to the City; and

**WHEREAS**, the proposed redevelopment is permissible and appropriate for the City's Comprehensive Plan Future Land Use designations of Residential High and Mixed Use applicable to the Property, which allow high-density, single-family and mixed-use development along with various types of residential and non-residential uses; and



WHEREAS, the portion of the Property on which the Gulfstream Mobile Home Park was located previously was zoned Urban Residential Mobile Home (URM), the purpose of which is to recognize the existence of existing mobile home parks when the Transitional Comprehensive Plan and City Code were adopted, but due to the redevelopment of the Property, this portion of the Property was more appropriately rezoned to Urban Residential (UR), and therefore Owner applied for a rezoning of the portion of the Property on which the Gulfstream Mobile Home Park was located from URM to UR and was granted approval by the City Council of said rezoning on May 25, 2005; and

WHEREAS, the redevelopment as approved in the Original Development Agreement meets the UR and MU density standards of City Code Section 9.5-262, and

WHEREAS, pursuant to City Code Section 9.5-233, detached residential dwelling units and accessory uses are allowed as of right within the UR district; and pursuant to City Code Sections 9.5-248(a)(1), (2), (4), and (12), detached residential dwelling units, low- and medium-intensity commercial retail and office uses, or any combination thereof, of less than twenty-five hundred (2,500) square feet of floor area, and accessory uses are allowed as of right within the Mixed Use (MU) district; and therefore, the redevelopment and use of the Property as approved in the Original Development Agreement is authorized as of right within the Property's designated MU and UR districts; and

WHEREAS, pursuant to Section 103.15 and Table 103.15.1 of the 2007 LDRs, multi-family residential development consisting of four (4) or fewer dwelling units per residential building is permitted as of right in areas designated Residential High under the City's

Comprehensive Plan, subject to applicable density standards in Table 1-1 of the City's Comprehensive Plan and Table 103.15.2 of the 2007 LDRs; and

WHEREAS, the City's Residential Rate of Growth Ordinance ("ROGO") is codified in Sections 9.5-121 through 9.5-129 of the City Code, and pursuant to City Code Section 9.5-123(f)(1), "*redevelopment, rehabilitation or replacement of any residential dwelling unit which does not increase the number of residential dwelling units existing on the site either: a) During the 1990 Census of Population and Housing as demonstrated by official documentation, such as building permit, the property appraisers tax roll, a survey, or other similar conclusive document*" is exempt from the ROGO allocation system; and

WHEREAS, the City has determined that 92 residential dwelling units were existing on the Property at the time of the 1990 Census, which formed the basis of the City's residential ROGO dwelling unit allocation ordinance, and that the redevelopment of these 92 residential dwelling units will not increase the number of residential dwelling units on the Property above that existing as of the 1990 Census, and therefore these 92 residential dwelling units are exempt from ROGO and will not require residential ROGO allocations; and

WHEREAS, the City has determined that the redevelopment will not adversely affect hurricane evacuation clearance time because the number of residential dwelling units on the Property will not increase beyond the number of residential dwelling units previously existing on the Property; and

WHEREAS, the redevelopment will not increase, but will instead reconstruct existing commercial floor area and the existing marina on the Property and therefore will not require non-residential NROGO allocations or new marina wetlands; and

WHEREAS, the City determined that redevelopment of the 92 residential dwelling units is exempt from residential ROGO and the redevelopment of existing commercial floor area and existing marina facilities is exempt from non-residential ROGO, and that the Property could be redeveloped to the existing density; and

WHEREAS, the Property is a highly disturbed, fully developed upland site which does not contain wetlands, listed species habitat, or other environmentally sensitive habitat, and therefore is an appropriate and preferred site to support redevelopment; and

WHEREAS, the redevelopment promotes and furthers the following Principles for Guiding Development for the Florida Keys Area of Critical State Concern (the "Principles") as set forth in Section 380.0552(7), Florida Statutes (2007):

(b) To protect shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.

(c) To protect upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, tropical hammocks and pinelands), dune ridges and beaches, wildlife and their habitat.

(d) To ensure the maximum well-being of the Florida Keys and its citizens through sound economic development.

(e) To limit adverse impacts of development on the quality of water throughout the Florida Keys.

...

(h) To protect the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:

...

2. Sewage collection and disposal facilities; and

WHEREAS, this Agreement is consistent with the above-cited provisions of the Principles for Guiding Development for the Florida Keys Area of Critical State Concern; and

WHEREAS, the City has held public hearings to accept and encourage public input with respect to the proposal by the Owner contained in this Agreement, and has considered such public input; and

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

WHEREAS, the City Planning Commission held a public hearing on December 17, 2007, to consider this Agreement, and recommended approval of this Agreement to the City Council; and

WHEREAS, the City Council held advertised public hearings on January 8, 2008 and January 22, 2008 to consider this Agreement, the recommendations of the Planning Commission, and City staff, and to accept and encourage public input, and has considered such recommendations and any comments by members of the public; and

WHEREAS, the City Council has determined that this Agreement is consistent with the City's Comprehensive Plan, is in the public interest, and will further the health, safety, welfare, and goals of the residents of the City.

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

A. **RECITALS.** The recitals set forth in the preceding “Whereas” clauses are incorporated herein and form a material part of this Agreement.

B. **PURPOSES OF AGREEMENT.** The purposes of this Agreement are as follows:

1. To recognize and confirm that the 92 residential dwelling units and eleven thousand five hundred three (11,503) square feet of nonresidential development on the Property determined by the City in the Original Development Agreement as ROGO-exempt and NROGO-exempt, continue to be ROGO-exempt and NROGO-exempt under this Agreement.

2. To recognize and confirm that the redevelopment of the 92 residential dwelling units and the clubhouse and other accessory uses approved in the Original Development Agreement, as depicted on the schematics attached hereto as Attachment 1 and Conceptual Site Plan attached hereto as Exhibit B, is vested and remains authorized under this Agreement.,

3. To recognize and confirm that the redevelopment of the Property to the residential density, commercial floor area, accessory uses, and marina approved in the Original Development Agreement remains authorized under this Agreement.

4. To authorize certain modifications to the redevelopment of the Property as expressly and specifically set forth herein, pursuant to certain standards and processes expressly and specifically identified herein.

C. **DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the following meanings. Terms not defined in this Agreement shall be as defined in the City's Comprehensive Plan, City Code, 2007 LDRs, or Chapter 163, Part II, Florida Statutes, or, if not defined in these sources, shall be understood by their usual and customary meaning.

1. **“Agreement”** shall refer to this Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3220-163.3243, inclusive, Florida Statutes.

2. **“City Code”** shall refer to the Code of Ordinances of the City of Marathon, including Chapter 9.5, the City's Land Development Regulations, in existence on the effective date of the Original Development Agreement.

3. **“Comprehensive Plan”** shall refer to the City's Comprehensive.

4. **“Development”** or "Redevelopment" shall refer to the redevelopment of the Property as approved in the Original Development Agreement, except as expressly and specifically modified herein.

5. **“Dwelling Unit”** shall refer to a dwelling unit as defined in Section 9.5-4 (D-31) of the City Code, or as defined in Chapter 110, Article 3 of the 2007 LDRs when used in Section D.4.a. herein.

6. **“Effective Date”** shall refer to the date this Agreement becomes effective, as set forth in Section D.29. of this Agreement.

7. **“Florida Department of Community Affairs”** and **“state land planning agency”** shall mean and refer to the “state land planning agency” as defined in Chapter 163, Part II, Florida Statutes.

8. **“Home Owner Association”** means the association created pursuant to Chapter 718, Florida Statutes, for the operation and management of the common elements of the Marlin Bay Yacht Club.

9. "Land Use Plan" shall mean the Future Land Use Element and Future Land Use Map of the City's Comprehensive Plan.

10. "Owner" shall refer to the Owner of the Property subject to this Agreement.

11. "Original Development Agreement" shall mean the "Development Agreement for the Marlin Bay Yacht Club" approved by the City in Resolution 2005-087.

12. "Property" shall refer to one or more of the parcels of real property located in the City that are the subject of this Agreement as set forth in Section D.1.b. of this Agreement.

13. "Public facilities" means those facilities identified in Section 163.3221, Florida Statutes (2007), and as set forth in Section D.6. of this Agreement.

14. "2007 Land Development Regulations" or "2007 LDRs" shall mean the City of Marathon Land Development Regulations adopted by the City by Ordinance 2007-03.

#### D. TERMS OF AGREEMENT.

##### 1. Ownership, Legal Description, and Unity of Title.

a. **Ownership.** The Owner of the Marlin Bay Yacht Club as of the date of execution of this Agreement is Sandler at Greater Marathon Bay, L.L.C., a Florida limited liability company whose address is 225 Alhambra Circle, Suite 325, Coral Gables, Florida 33134. There are no other legal or equitable owners of the Marlin Bay Yacht Club known to the parties of this Agreement.

b. **Legal Description.** The legal description of Marlin Bay Yacht Club subject to this Agreement is included in the Marlin Bay Yacht Club Site Data Sheet,

attached hereto as Exhibit "C." The term "Property" as used in this Agreement shall mean and refer to the properties described in Exhibit "C."

c. **Unity of Title.** The Owner has executed a binding instrument combining the upland parcels described in Exhibit "C" for the purposes of the redevelopment authorized by this Agreement. The Owner has provided the binding instrument and has recorded the instrument in the public records of Monroe County, Florida, at its sole expense, within twenty-eight (28) days after the date of execution of the Development Agreement by the parties. The Owner has provided copies of the recorded instrument, showing the book and page where recorded, to the City and to the Florida Department of Community Affairs Florida Keys Field Office within a reasonable time after recordation.

2. **Duration of Agreement, Agreement Renewal.**

a. **Duration of Agreement.** This Agreement shall remain in effect up to and through August 23, 2015.

b. **Agreement Renewal.** This Agreement may be renewed or extended as provided herein.

3. **Existing Development; Preparation for Redevelopment.**

a. **Existing Development.** Prior to redevelopment of the Property, the following development existed on the Property: a commercial fishing operation and marina facilities with fuel tanks and one hundred fifteen (115) boat wetslips; eleven thousand five hundred and three (11,503) square feet of commercial floor area; ninety-two (92) upland residential dwelling units; a swimming pool; a tiki hut; and a laundry facility.



b. **Redevelopment Preparation.** The Property was prepared for redevelopment by permitted demolition and appropriate removal of all existing structures, including the existing cesspits and deteriorated shoreline structures on the Property.

4. **Plan Approval, including Densities and Intensities.**

a. **Conceptual Site Plan; Minor Revisions; Final Site Plan.** The Original Development Agreement approved and authorized specific development types, uses, density, intensity, schematics, and a Conceptual Site Plan for the development of the Marlin Bay Yacht Club. The development approved and authorized for the Property by the Original Development Agreement is vested under this Agreement. That development consists of the following:

(i) Ninety-two (92) residential dwelling units, as depicted on the schematics for Residential Units attached hereto Attachment 1 and as depicted on the Conceptual Site Plan for the Marlin Bay Yacht Club, Sheets 1 - 2, dated December 9, 2004, attached hereto as Exhibit B, and accessory uses as provided in the Original Development Agreement. As part of the 92 residential dwelling, the Owner shall provide and maintain eight (8) residential dwelling units as affordable housing units, as more fully addressed in Section D.4.p. of this Agreement. The Owner shall execute a binding instrument, in a form acceptable to the City, ensuring that the 8 affordable housing units are limited for use as affordable housing and comply with the affordable housing criteria set forth in Sections 9.5-4(A-5) and 9.5-266 of the City Code. The remaining eighty-four (84) residential dwelling units will be developed as market-rate-residential dwelling

units. The Owner shall execute and record in the public records of Monroe County a Declaration of Covenants and Restrictions which shall be applicable to all residential dwelling units on the Property and which shall require the residents of all residential dwelling units on the Property to comply with the hurricane evacuation requirements of Section 9.5-534(e) of the City Code.

(ii) Eleven thousand five hundred three (11,503) square feet of commercial space, which is being redeveloped as the dockmaster store and other accessory structures and facilities as described in the Original Development Agreement and depicted on the Conceptual Site Plan.

Any subsequent site plans, site plan approvals and building permits shall substantially comply with the Conceptual Site Plan; provided, however, that the final site plan may deviate from the Conceptual Site Plan to accommodate: (1) refinements to the development plan including minor shifts in location of thirty-five (35) feet or less in the structures, roadways, pathways, and swimming pool configurations; (2) changes to the building type or number of residential units, so long as the density set forth in this Agreement is not exceeded; or (3) modifications that are necessary to meet regulatory requirements imposed by any other governmental entity. The site plan meets all applicable setback, open space, landscape bufferyard, parking and building height requirements and such requirements shall not be varied unless the Owner obtains a variance pursuant to applicable provisions of the City Code or 2007 LDRs. However, under this Agreement, the Owner may propose, on the portion of the Property designated Residential High under the City's Comprehensive Plan, to reconfigure detached residential dwelling units approved in the Original Development Agreement to develop multi-family residential

development consisting of four (4) or fewer dwelling units per residential building. Prior to filing applications for building permits, the Owner will provide the City a revised Conceptual Site Plan covering only this multi-family residential dwelling unit development for review and comment by the Technical Review Committee ("TRC") and approval by the City Planning Director. A final site plan review under Section 102.40 of the 2007 LDRs is not required for the development of the multi-family residential dwelling units provided such development consists of four (4) or fewer units per residential building.

b. **Structures.** The redevelopment depicted on the Conceptual Site Plan approved and authorized as part of the Original Development Agreement and incorporated herein, as may be revised to depict multi-family residential development on the portion of the Property designated Residential High as provided in Section D.4.a.. herein, and listed below, is approved by this Agreement. Attachment 1 depicts the building schematics for the residential dwelling units; provided, however, that modification to the residential dwelling units schematics for the development of multi-family residential dwelling units, as provided in Section D.4.a., is authorized by this Agreement.

Dock master facility
In-ground fuel tanks and fuel station
Seawall, marginal docks, finger piers, mooring piles, 115 boat slips
92 residential dwelling units
Clubhouse
Pool and pool restrooms
Paved pool deck and fountain
Observation deck
Pool pavilion
Sidewalks and retaining walls
Storage

Gate house
Advanced Wastewater Treatment plant
Trash compactor
Mail kiosk
Roadways and parking
Utilities infrastructure
Stormwater management system

c. **Commercial Floor Area Approved Under This Agreement.**

Pursuant to City Code 9.5-124.3 and the Original Development Agreement, the Owner is vested to reconstruct a total of eleven thousand five hundred and three (11,503) square feet of commercial floor area or non-residential development on the Property without being subject to nonresidential NROGO requirements. Total commercial floor area redevelopment on the Property approved by this Agreement is two thousand five hundred (2,500) square feet, as depicted on the Conceptual Site Plan. This commercial development will be used as retail, low- and medium-intensity and office uses, or a combination thereof, and will only be used as accessory uses to the residential redevelopment of the Property, pursuant to the restrictions set forth in Section D.4.d. herein. This leaves nine thousand three (9,003) square feet of vested commercial floor area. Any subsequently requested commercial floor area development approvals shall not exceed the remaining 9,003 square feet of floor area for which the Owner is vested, except as may be allowed under the 2007 LDRs.

d. **Accessory Uses.** Accessory uses, to be developed as amenities ancillary and subordinate to, and which serve the redevelopment on the Property, are for the exclusive use of Marlin Bay Yacht Club members. Accessory uses to be developed or redeveloped on the Property consist of the dockmaster office, clubhouse, activities room, and the pool and pool pavilion.

e. Marina.

(i) The marina will consist of ninety-nine (99) wetslips and related facilities and will be owned and operated by the Marlin Bay Yacht Club. Each upland Market Rate residential dwelling unit purchaser shall be considered a "resident" for purposes of this Agreement, and is required to purchase a membership in the Marlin Bay Yacht Club, which shall include a wetslip in the marina. In addition, as specifically provided herein, the Marlin Bay Yacht Club also may sell memberships, which shall include a wetslip in the marina, to persons who are not residents ("nonresidents") of the Marlin Bay Yacht Club community. Prior to execution of membership agreements by nonresidents, the Owner shall submit, for review by the City Attorney and approval by the City Planning Director, language regarding use of the marina and related facilities, including parking, that will be included in such membership agreements.

(ii) The Owner shall provide one (1) parking space for each marina wetslip that is used by a nonresident member of the Marlin Bay Yacht Club. Once the building permits have been issued for the final phase of residential development on the Property, memberships in the Marlin Bay Yacht Club will no longer be sold to nonresidents, unless the Owner provides offstreet parking as required under Table 107.46.1 of the 2007 LDRs applicable to marinas to accommodate nonresident parking for use of the marina and related facilities.

(iii) The Owner shall execute a binding instrument, in a form acceptable to the City, ensuring the exclusive use of the marina and related

facilities as amenities to the members of the Marlin Bay Yacht Club shall be required to show to the dockmaster proof of membership in the Marlin Bay Yacht Club to be able to use the marina and related facilities. The Marlin Bay Yacht Club will maintain a list of members, which will be provided to the dockmaster to verify membership for purposes of being able to use the marina and related facilities. Signs will be posted indicating that the marina and related facilities are for the exclusive use of Marlin Bay Yacht Club members.

(iv) No liveaboards will be permitted in the marina.

(v) Pursuant to Chapter 102, Article 13 of the 2007 LDRs, the marina is deemed to have obtained a conditional use permit as of May 23, 2007.

**5. Development Conditions.** The following conditions, terms, restrictions, and other requirements were determined by the City in the Original Development Agreement to be necessary for the public health, safety, and welfare of its citizens, and remain applicable to the redevelopment of the Property except as otherwise expressly and specifically provided herein:

**a. Building Height.** Buildings may be constructed to a maximum height of thirty-seven (37) feet as authorized in the Original Development Agreement and provided in City's Comprehensive Plan.

**b. Setbacks.** There is no undisturbed or unaltered shoreline on the Property. The setback provisions of the City Code apply to the redevelopment of the Property, unless the Owner elects to apply the setbacks provided in the 2007 LDRs to the redevelopment of the Property. With the recordation of the 'Unity of Title', internal setbacks are not required other than for fire safety.

c. **Utilities, Lighting, and Signage.** Utilities, lighting, and signage shall comply with all applicable requirements of the City Code, including the waterfront lighting criteria in City Code Section 9.5-395. The Owner shall install all utilities underground where practicable and shall screen all utility facilities. The Owner shall utilize shaded light sources to illuminate all signs, facades, buildings, parking and loading areas, and shall arrange such lighting to eliminate glare to parcels lying outside the Property. No intermittent or flashing lights or flashing signs shall be allowed.

d. **Landscaping.** The Owner shall utilize best installation and maintenance practices for landscaping throughout the Property, and shall guarantee one hundred percent (100%) survival of all owner-installed plants for one (1) year. Seventy percent (70%) of all required plants installed shall be Florida Keys native plants that are suitable for the site conditions and are a species typical of the Middle Keys. The Owner shall remove all Category I invasive exotic plants on the Property. The Owner shall provide, where applicable, Class "A" landscaping for all parking areas in accordance with Section 9.5-361 of the City Code. The Owner shall provide a Class "C" landscape bufferyard where the UR district abuts the MU district on the west and south property lines.

e. **Parking.** The redevelopment shall comply with the parking criteria as required by Section 9.5-351 of the City Code. The Owner shall provide two (2) parking spaces per market-rate residential dwelling unit, one and a half (1.5) parking spaces per each one-bedroom affordable housing unit and one and three quarters (1.75) parking spaces per each two-bedroom affordable housing unit for a total of thirteen (13) parking spaces for the 8 affordable housing units, and ten (10) onsite guest parking spaces. Notwithstanding the

foregoing, the Owner shall provide parking for use of the marina by nonresident members of the Marlin Bay Yacht Club as provided in Section D.4.e. herein.

f. **Offsite Street Improvements.** Owner shall provide the following offsite street improvements:

(i) To the portion of Louisa Street between 37th and 39th streets: the construction and maintenance of a sidewalk and parallel parking spaces on the side of Louisa Street bordering the Property; installation and maintenance of landscaping on the side of Louisa Street bordering the Property; reasonably necessary drainage on any streets impacted by Marlin Bay Yacht Club infrastructure; and installation and maintenance of street signs and other landscaping along Louisa Street, as agreed upon by the City.

(ii) If the Owner is granted vacation of the right-of-way for 39th Street, Owner agrees to reserve a utility easement and public sidewalk access to the waterfront in the area and shall provide adequate traffic circulation and other features as agreed by the City.

g. **Internal Infrastructure.** The underground infrastructure, water and sewer serving the residential dwelling units shall be completed before a certificate of occupancy may be issued for the unit.

h. **Fire Safety.** The Owner shall provide fire wells and other such fire protection facilities as required by the Life Safety Code administered by the City Fire Department. Fire sprinklers will be installed in all 92 residential dwelling units, the clubhouse, and the dockmaster office.



i. **Open Space Ratio.** Pursuant to City Code Sections 9.5-343, 9.5-262, and 9.5-267 and the Original Development Agreement, a minimum of 20% open space is required. The Owner will maintain a minimum of 20% open space on the Property.

j. **Wind Load.** Pursuant to the Original Development Agreement, the Owner shall construct all structures on the Property, including doors, windows, and cladding, to withstand the mile per hour peak winds as specified in the Building Code.

k. **Energy Efficiency.** Pursuant to the Original Development Agreement, the Owner shall construct all residential structures in conformance with the specifications of the State of Florida Energy Efficiency Code for Building Construction (State Energy Code).

l. **Schematics.** All redeveloped residential units constructed on the Property shall adhere to one of the architectural styles and one of the representative floor plans depicted in the schematics in Attachment 1 to this Agreement.

m. **Permits from Other Regulatory Entities.** Other agency permits may be required as provided by applicable law prior to the City's issuance of building permits for redevelopment of the Property. The Owner shall obtain all necessary permits from other local, regional, State and federal regulatory entities and provide copies of each to the City within a reasonable time after such permits are issued.

n. **Compliance with UR and MU District Requirements.** The proposed redevelopment on the Property consists of 84 detached market-rate residential dwelling units and 8 affordable housing units and accessory uses, 2,500 square feet of commercial space which will constitute an accessory use as provided in Section D.4.d. herein, and a marina which

will be used exclusively by Marlin Bay Yacht Club members as provided in Section D.4.e. herein. Any redevelopment on the Property which is not a use that is permitted as of right as provided in the City Code provisions applicable to the UR and MU land use districts will obtain applicable development approvals as provided under the City Code. Pursuant to Chapter 102, Article 13 of the 2007 LDRs, the marina is deemed to have obtained a conditional use permit as of May 23, 2007.

**o. Stormwater Management.** The development shall comply with the stormwater management criteria in City Code Section 9.5-293 and as approved by the SFWMD. The development will meet all applicable federal, state, regional, and local stormwater management requirements, including any applicable requirements pursuant to the National Pollutant Discharge Elimination System (NPDES) permit issued by the Florida Department of Environmental Protection for the City of Marathon in February 2005 prohibiting direct discharges into Outstanding Florida Waters.

**p. Affordable Housing.** Pursuant to the Original Development Agreement, the Owner will provide affordable housing as follows:

(i) Owner shall provide eight (8) affordable housing units on the Property. Four (4) of these units shall be deed-restricted to allow rental only by persons having an annual income of no greater than one hundred twenty percent (120%) of the median income of residents of Monroe County, Florida, and four (4) of these units shall be deed-restricted to only allow rental by or sale to persons having an annual income of no greater than one hundred sixty percent (160%) of the median income of residents of Monroe County, Florida. These deed

restrictions shall be recorded in the public records of Monroe County at the time of issuance of the certificates of occupancy for the affordable housing units and shall be effective for fifty (50) years from the date of recordation, and shall automatically renew for two (2) 50-year periods. Owner will enter into an agreement with the Middle Keys Community Land Trust ("MKCLT") or similar entity to perform income qualification evaluation for renters of units on an annual basis and for purchasers of the units at the time of sale of a unit. Such agreement must be approved by the City Attorney and executed by the parties prior to issuance of certificates of occupancy for these units. The certificates of occupancy for these 8 affordable housing units shall be obtained prior to or contemporaneously with the certificates of occupancy for the first twenty-six (26) market rate residential dwelling units constructed on the Property. In addition, Owner shall provide one of the following options for the provision of the ten (10) offsite affordable housing units in the City of Marathon:

(ii) Option I: Within three (3) three months of the date of execution of this Agreement, Owner shall enter into an agreement with Jigs Ltd. ("Jigs") to construct ten (10) affordable housing units on Lot 6 of the property located on the corner of 35th Street and Louisa Street in the City of Marathon ("Jigs Parcel"). These 10 affordable housing units shall be delivered by Owner according to the following delivery schedule: (i) Certificates of occupancy for six (6) units shall be obtained contemporaneously with the certificates of occupancy for the next thirty-one (31) market rate residential dwelling units constructed on

the Property; and (ii) Certificates of occupancy for the remaining four (4) units shall be obtained contemporaneously with the certificates of occupancy for the next eighteen (18) market rate residential dwelling units constructed on the Property. These 10 affordable housing units shall be deed-restricted to allow rental only by persons having an annual income of no greater than one hundred twenty percent (120%) of the median income of residents of Monroe County, Florida. These deed restrictions shall be recorded in the public records of Monroe County at the time of issuance of the certificates of occupancy for the affordable housing units and shall be effective for fifty (50) years from the date of recordation and shall automatically renew for two (2) 50-year periods. Owner will enter into an agreement with the MKCLT or similar entity to perform income qualification evaluation for renters of units on an annual basis and for purchasers of the units at the time of sale of a unit. Such agreement must be approved by the City Attorney and executed by the parties prior to issuance of certificates of occupancy for these units. Of the affordable housing units used, eight (8) are from the applicant, three (3) are from Jigs and the remainder of the allocations will be from the City. If, within three (3) months of the date of execution of this Agreement, if Owner is unable to reach such agreement with Jigs Ltd., then Owner shall immediately pursue Option II.

(iii) Option II: Owner shall work in cooperation with the City and the Middle Keys Community Land Trust or similar entity to locate and purchase within the City land comparable in size to the Jigs Parcel, on which to

construct 10 affordable housing units, which shall be subject to the income restriction provisions and delivery schedule set forth in Option I above. The City shall provide the residential ROGO allocations for the construction of these 10 units.

(iv) Option III: If, within eighteen (18) months of the date of execution of this Agreement, Owner is unable to perform Option I or Option II, then Owner shall pay to the City a sum of seven hundred fifty thousand dollars (\$750,000) pursuant to the affordable housing units delivery schedule and deed restriction provisions set forth in Option I, to be used for the provision of affordable/workforce housing within the City of Marathon.

**q. Additional Conditions by Mutual Agreement.** Nothing in this Agreement shall preclude the parties from applying additional conditions, by mutual written consent, during the final permitting approval process.

**6. Public Utilities; Concurrency, Impact Fees.** Pursuant to the Original Development Agreement, the following identifies the public facilities that are required and that will service the development authorized by this Agreement; who shall provide the facilities; what new facilities, if any, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of development.

**a. Potable Water.** Domestic potable water is provided by the Florida Keys Aqueduct Authority.

**b. Electric Service.** Electric service is provided by Florida Keys Electric Cooperative.

c. **Solid Waste.** Solid waste service is provided by Marathon Garbage Service or its successors and assigns, as determined by the City Council.

d. **Fire Service.** Fire service is provided by the Marathon Fire Department.

e. **Concurrency.** All public facilities identified above are available as of the date of this Agreement, and capacity for each is projected to be available concurrent with the impacts of development.

f. **Wastewater.** Wastewater treatment for the redevelopment of the Property presently is provided by an advanced wastewater treatment ("AWT") plant that is owned by the Owner, which has been approved by DEP, is constructed, and is operating, and which serves the Property and the adjacent Keys Fisheries development and meets the requirements of the City's Comprehensive Plan. The Marlin Bay Yacht Club Neighborhood Plan attached as Exhibit "D" to the Original Development Agreement depicts the AWT plant. If desired by the City, Owner agrees to cooperate with the City and the owner of the property on which the wastewater treatment plant is located regarding expansion of the capacity of the plant to enable it to treat wastewater generated by development located in the area bounded by 35th Street to the south, 42nd Street to the north, the western side of U.S. 1 to the east, and Florida Bay to the west, in the City. Owner agrees that, as required by and pursuant to the terms of Ordinance 02-07-12, it will connect the Property to the City's central wastewater treatment system upon written notification that the wastewater facilities are available for connection as provided in Ordinance 02-07-12.

g. **Public Recreational facilities.** Public recreational facilities shall be addressed through impact fees, if any.

h. **Impact Fees.** Any increased impacts on public facilities or public services attributable to each unit of the development, and the cost of capital improvements to meet the associated demand on such facilities or services, shall be assured by payment to the City, concurrent with the issuance of the building permits for each unit, of any applicable City impact fees required by ordinance then in effect, as well as by payment by the Owner of any applicable utility system development fees. Owner agrees to pay impact fees pursuant to any applicable impact fee ordinances adopted within eighteen (18) months of the date of execution of the Original Development Agreement. Any impact fees required to be paid by Owner pursuant to any such impact fee ordinances will be offset by the dollar amount paid by Owner toward the provision of any improvements which are the subject of said impact fee ordinances.

i. **Traffic Study.** As required by the Original Development Agreement, the Owner performed a Level III traffic study to assess the project's vehicle traffic impacts on U.S. 1. Because the traffic study demonstrated that redevelopment of the Marlin Bay Yacht Club would not result in traffic impacts above those generated by the development previously existing on the Property, as previously documented, no traffic impact mitigation was or shall be required for the redevelopment of the Marlin Bay Yacht Club as contemplated by this Agreement.

7. **Reservations or Dedications of Land for Public Purposes.** The parties anticipate that the Owner may reserve or dedicate land for public purposes in connection with the development authorized by this Agreement, but are currently unaware of the specifics of such

reservation(s) or dedication(s). Such reservations or dedications may include, by way of example, easements necessary for the provision of stormwater, utility, and wastewater services to the Property.

**8. All Local Permits Approved or Needed.**

a. **Development Approvals.** The following City development approvals have been obtained or are needed for the development authorized by this Agreement:

(i) **Site Plan.** Final site plan approval by the City building official, fire marshal, and planning staff has been obtained for the redevelopment of the Property, confirming compliance with the Original Development Agreement and applicable City Code requirements. As provided in Section D.4.a. herein, multi-family residential development proposed on the portion of the Property designated Residential High under the City's Comprehensive Plan will not require final site plan review under Section 102.40 of the 2007 LDRs provided such development consists of four (4) or fewer units per residential building.

(ii) **Building Permits.** Pursuant to the Original Development Agreement, as of right building permits will be issued, as provided pursuant to the City Code, for each residential dwelling unit as well as for the clubhouse, the pool facilities, the dockmaster facility, pool pavilion, commercial floor area, and other individual structures. The overall site permit approval addresses the landscaping, parking, paths, setback, open space and other associated items.



b. **Review.** Pursuant to the Original Development Agreement and except as otherwise provided in Section D.4.a. herein, no further review or discretionary review will be required by the City, it being agreed that the development, as depicted on the approved Conceptual Site Plan attached hereto, requires only the above development approvals, so long as the final site plan substantially complies with the Conceptual Site Plan approved under this Agreement. Any development of commercial space exceeding 2,500 square feet shall require a conditional use permit as provided under the City Code.

c. **Compliance.** Nothing in this Agreement shall be deemed to obviate the Owner's compliance with terms and provisions of each such identified approval.

d. **Completeness.** The parties acknowledge that the Owner has submitted all information necessary for review under the City Code.

9. **Mutual Cooperation.** The City agrees to cooperate with the Owner in a timely manner in providing and/or granting all permits, licenses, approvals, or consents necessary or appropriate to fully implement this Agreement. The City and the Owner agree to cooperate fully with and assist each other in the performance of the provisions of this Agreement.

10. **Development to Comply with Permits,** Development vested under Original Development Agreement. The redevelopment of the Property is vested pursuant to the Original Development Agreement, except as this Agreement expressly and specifically otherwise provides or, if the Owner otherwise elects, as provided by the 2007 LDRs and the City's Comprehensive Plan. The redevelopment of the Property shall be constructed in accordance with all specified permit conditions. No certificate of occupancy for an individual building shall be

issued until the City approves all plans for that building and the Owner has complied with all conditions in the permit issued by the City and other regulatory entities for that building.

**11. Finding of Consistency.** The City of Marathon finds that the development authorized herein is consistent with the City Code, and with the City's Comprehensive Plan and 2007 LDRs as applicable.

**12. Compliance with Permits, Terms, Conditions, and Restrictions not Identified Herein.** The failure of this Agreement to address a particular permit requirement, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the laws governing said permitting requirements, conditions, terms, or restrictions.

**13. Governing Laws.**

**a. Controlling Regulations.** For the duration of this Agreement, all approved development on the Property shall comply with and be controlled by this Agreement and by the provisions of the City Code or the City's Comprehensive Plan and 2007 LDRs as applicable. The parties do not anticipate the application of subsequently adopted laws and policies to the Property except as expressly provided in this Agreement.

**b. Subsequently Adopted Laws and Policies.** Pursuant to Section 163.3233, Florida Statutes (2007), the City may apply subsequently adopted laws and policies to the Property only if the City holds a public hearing and determines that: (a) the new laws and policies are not in conflict with the laws and policies governing the Agreement and do not prevent development of the land uses, intensities, or densities set forth in this Agreement; (b) the new laws and policies are essential to the public health, safety, or welfare, and the City expressly states that they apply to the development that is subject to this Agreement; (c) the local

government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or (d) the Agreement is based on substantially inaccurate information supplied by the Owner. Redevelopment of the Property shall not be subject to any moratoria or other restrictions on redevelopment, including the redevelopment of existing mobile home parks, which may be established or otherwise imposed in any manner or at any time by the City. Nothing in this Agreement shall prohibit the parties from mutually agreeing to apply subsequently adopted laws to the Property.

c. **State or Federal Laws.** If State or federal laws enacted after the effective date of this Agreement preclude any party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant state or federal laws. However, this Agreement shall not be construed to waive or abrogate any rights that may vest pursuant to common or statutory law.

14. **Amendments, Renewal, Revocation and Termination.** This Agreement may be amended, renewed, or terminated as follows:

a. **Amendments.** As provided in Section 163.3237, Florida Statutes (2007), this Agreement may be amended by mutual consent of the parties to this Agreement or by their successors in interest; an instrument in writing signed by the parties or their successors shall accomplish an amendment under this provision.

b. **Renewal.** As provided in Section 163.3229, Florida Statutes (2007), this Agreement may be renewed by the mutual consent of the parties, subject to the following public hearing requirements in Section 163.3225, Florida Statutes (2007): the City shall conduct at least two (2) public hearings, one of which may be held by the local planning

agency at the option of the City. Notice of intent to consider renewal of the Agreement shall be advertised approximately seven (7) days before each public hearing in a newspaper of general circulation and readership in Monroe County, Florida, and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notice shall specify the location of the land subject to the Agreement, the development uses on the Property, the population densities, and the building intensities and height and shall specify a place where a copy of the Agreement can be obtained.

c. **Termination by Owner.** This Agreement may be terminated by the Owner or their successor(s) in interest following a breach of this Agreement, upon written notice to the City as provided in this Agreement.

d. **Revocation by City.** Pursuant to Section 163.3235, Florida Statutes (2007), this Agreement may be revoked by the City if the City finds, on the basis of competent substantial evidence, that there has been a failure to comply with the terms of this Agreement.

e. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties.

**15. Breach of Agreement and Cure Provisions.**

a. **Written Notice on the Owner.** If the City concludes there has been a material breach of this Agreement, prior to revoking this Agreement the City shall serve written notice on the Owner, identifying the term or condition the City contends has been materially breached and providing the Owner ninety (90) days from the date of receipt of the

notice to cure the breach or negotiate an amendment to the Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the Owner, shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement; or (b) failure to comply with terms and conditions of permits issued by the City of Marathon or other regulatory entity for the development authorized by this Agreement.

**b. Written Notice on the City.** If the Owner concludes that there has been a material breach in the terms and conditions of this Agreement, the Owner shall serve written notice on the City, identifying the term or condition the Owner contends has been materially breached and providing the City thirty (30) days from the date of receipt of the notice to cure the breach. The following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the City, shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement, or (b) failure to timely process any application for site plan approval or other development approval required to be issued by the City for the development authorized by this Agreement.

**c. Option to Terminate.** If a material breach of this Agreement occurs and is not cured within the time periods provided above, the party that provided notice of breach may elect to terminate this Agreement or may seek to enforce this Agreement as provided herein.

**d. Waiver of Breach.** If either party waives a material breach in this Agreement by the other party, such a waiver shall not be deemed a waiver of any subsequent breach.

16. **Notices.** All notices, demands, requests, or replies provided for or permitted by this Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by any one of the following methods: (a) personal delivery; (b) deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (c) deposit with an overnight express delivery service with a signed receipt required. Notice shall be effective upon receipt. The addresses and telephone numbers of the parties are as follows:

**TO THE OWNER:**

Nathan Benson,  
Managing Member  
c/o Thaddeus Rutherford  
Southstar Development Partners, Inc.  
255 Alhambra Circle, Suite 325  
Coral Gables, Florida 33134

**With a copy by regular U.S. Mail to:**

Sandra Walters  
Principal  
SWC  
6410 Fifth Street, Suite 3  
Key West, FL 33040

**TO THE CITY:**

Mike Puto, City Manager  
City of Marathon  
10045-55 Overseas Highway  
Marathon, Florida 33050  
Telephone: (305) 743-0033

**With a copy by regular U.S. Mail to:**

Jimmy L. Morales, Esquire  
Stearns Weaver Miller Weissler Aldaheff & Sitterson, P.A.  
Museum Tower, 150 West Flagler Street  
Miami, Florida 33130  
Telephone: (305) 789-3200

17. **Annual Report.** On the anniversary date of the Effective Date of this Agreement, the Owner shall provide to the City a report identifying: (a) the amount of development authorized by this Agreement that has been completed; (b) the amount of development authorized by this Agreement that remains to be completed; and (c) any changes to the plan of development that have occurred during the one (1) year period from the Effective Date of this Agreement or from the date of the last annual report.

18. **Enforcement.** In accordance with Section 163.3243, Florida Statutes (2007), any party to this Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes (2007), or the state land planning agency may file an action for injunctive relief in the circuit court of Monroe County, Florida, to enforce the terms of this Agreement or to challenge the compliance of this Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes (2007).

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

20. **Assignment.** This Agreement may not be assigned without the written consent of the parties.

21. **Drafting of Agreement.** The parties acknowledge that they jointly participated in the drafting of this Agreement and that no term or provision of this Agreement

shall be construed in favor of or against either party based solely on the drafting of the Agreement.

**22. Severability.** In the event any provision, paragraph or section of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

**23. Applicable Law.** This Agreement was drafted and delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

**24. Litigation; Attorney's Fees; Venue; Waiver of Right to Jury Trial.** In the event of any litigation arising out of this Agreement between the City and Owner, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorney's fees. This includes, but is not limited to, reimbursement for such reasonable attorneys' fees and costs incurred with respect to any appellate, bankruptcy, post-judgment, or trial proceedings related to this Agreement. Venue for any legal proceeding arising out of this Agreement shall be in Monroe County, Florida. The parties to this Agreement waive the right to a jury trial in any litigation arising out of or initiated under this Agreement.

**25. Use of Singular and Plural.** Where the context requires, the singular includes the plural, and the plural includes the singular.



26. **Duplicate Originals; Counterparts.** This Agreement may be executed in any number of originals and in counterparts, all of which evidence one agreement. Only one original is required to be produced for any purpose.

27. **Headings.** The headings contained in this Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of the Agreement.

28. **Entirety of Agreement.** This Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subjects covered by this Agreement that are not contained in or incorporated into this document and, accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether written or oral. This Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

29. **Recording; Effective Date.** The Owner shall record this Agreement in the public records of Monroe County, Florida, within fourteen (14) days after the date of execution of this Agreement. A copy of the recorded Agreement showing the date, page and book where recorded shall be submitted to the state land planning agency by hand delivery, registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within fourteen (14) days after the Agreement is recorded. The Owner shall also provide a copy of the recorded Agreement to the City within the same time

period. This Agreement shall become effective thirty (30) days after the date it is received by the state land planning agency.

30. **Date of Agreement.** The date of this Agreement is the date the last party signs and acknowledges this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals on the dates below written.

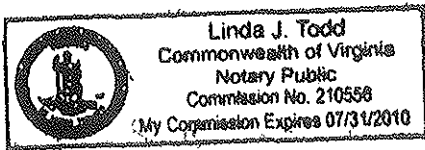
Sandler at Greater Marathon Bay, L.L.C.  
a Florida limited liability company

02-13-08  
Date

By [Signature]  
MANAGER

STATE OF FLORIDA <sup>Virginia</sup>  
~~COUNTY OF DADE~~ City of Va. Beach

The foregoing instrument was acknowledged before me on this 13th day of Feb. 2008, by Nathan Bensen as Manager of Sandler at Greater Marathon Bay, L.L.C. who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.



[Signature]  
Notary Public, State of Florida At Large <sup>Virginia</sup>

My commission expires: 07-31-10

2-6-08  
Date

CITY OF MARATHON  
By [Signature]  
PETE WORTHINGTON, MAYOR

ATTEST:  
[Signature]  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

Handwritten signature and a rectangular stamp or mark.

CITY ATTORNEY

Doc# 1689736  
Bk# 2354 Pg# 1259

EXHIBITS AND ATTACHMENTS TO  
FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
FOR THE MARLIN BAY YACHT CLUB

EXHIBIT A -- DEVELOPMENT AGREEMENT FOR THE MARLIN BAY YACHT CLUB,  
APPROVED BY RESOLUTION 2005-087 ("ORIGINAL DEVELOPMENT AGREEMENT")

EXHIBIT B           MARLIN BAY YACHT CLUB CONCEPTUAL SITE PLAN

EXHIBIT C           LEGAL DESCRIPTION OF MARLIN BAY YACHT CLUB  
PROPERTY

EXHIBIT D           MARLIN BAY YACHT CLUB SITE DATA SHEET

EXHIBIT E           MARLIN BAY YACHT CLUB NEIGHBORHOOD PLAN

ATTACHMENT 1   SCHEMATIC FOR RESIDENTIAL DWELLING UNITS

Doc# 1689736  
Bk# 2354 Pg# 1261

EXHIBIT A

Development Agreement for The Marlin Bay Yacht Club, Approved by Resolution  
2005-087 ("Original Development Agreement) see attached.

**DEVELOPMENT AGREEMENT FOR  
THE MARLIN BAY YACHT CLUB**

THIS AGREEMENT is entered into by and between SANDLER AT GREATER MARATHON BAY, L.L.C., a Florida limited liability company, (hereinafter referred to as "Owner"), and the CITY OF MARATHON, a Florida municipal corporation (herein referred to as "City"), pursuant to Sections 9.5-101 and 9.5-102 of the City Code, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2004), and is binding on the "Effective Date" set forth herein.

**WITNESSETH:**

WHEREAS, Sandler at Greater Marathon Bay, L.L.C., a Florida limited liability company, is the Owner of approximately eight (8) contiguous acres of land (herein referred to as "Property") in the corporate limits of the City of Marathon, Florida; and

WHEREAS, the Property is a fully developed site with dwelling units, amenities, marina and commercial fishing facilities that has been under prior ownership, and is deteriorated and in need of major renovation; and

WHEREAS, the Property is the site of numerous unlicensed cesspits and a previously licensed septic system which supported the dwelling units on the Property, and the Department of Health ("DOH") has revoked Operating Permit No. 094400 for the septic system due to substandard wastewater treatment, and the mobile home park has been closed as a result of the revocation of the DOH Permit in Case No. 03-CA-264-M (16th Cir. Order Mar. 23, 2004); and

WHEREAS, the Property presently has no erosion control or stormwater management system, and the docking facilities and shoreline stabilization structures are deteriorated and unstable; and

WHEREAS, the Property contains many aging structures that are non-conforming to required codes; are below the required Federal Emergency Management Agency ("FEMA") base flood elevation; are highly vulnerable in storm events, both structurally and due to elevation; and may be uninsurable; and

WHEREAS, the City desires the redevelopment of such properties to protect the environment and provide the residents of the City a clean, healthy environment, through the removal of cesspits, the replacement of substandard on-site wastewater treatment, and the implementation of effective stormwater management and shoreline stabilization plans; and

WHEREAS, the Property presently utilizes all the public facilities and services of the City of Marathon but historically has been a negligible contributor to the economic success of the City, providing a total of \$39,878 in ad valorem property taxes for the year 2003 and \$66,841 in 2004; and

WHEREAS, Property redevelopment as contemplated in this Agreement will result in the generation of substantially higher ad valorem tax payments to the City of Marathon, with projected ad valorem taxes of approximately \$1,019,647 for the redeveloped Property based on the 2004 millage rate and with higher assessed values and tax assessments anticipated in the future as a result of the redevelopment, and will thereby significantly contribute to the economic well-being of the City; and

WHEREAS, the City needs redevelopment to provide the economic recovery needed to insure economic stability for the City and its citizens; and

WHEREAS, the City needs redevelopment to protect the environment, its citizens, its infrastructure and economy by redeveloping structures that are highly vulnerable in storm events, are below the required baseflood elevations and are uninsurable; and

WHEREAS, the redevelopment contemplated by the Owner will remove all existing structures and reconstruct structures in compliance with all applicable FEMA regulations, DOH regulations, the Florida Department of Environmental Protection ("DEP") regulations, South Florida Water Management District ("SFWMD") regulations, applicable building codes and the City Code, including setback, open space, stormwater, shoreline stabilization, and landscape bufferyard criteria; and

WHEREAS, as part of the Property redevelopment, the Owner will obtain all required permits for and will construct an advanced wastewater treatment ("AWT") plant which will serve the Property and will have capacity to serve the adjacent Keys Fisheries development and will meet the requirements of the City's Transitional Comprehensive Plan and New Comprehensive Plan adopted on March 8, 2005 ("New Comprehensive Plan"), and provide a substantial benefit to the public health and the environment; and

WHEREAS, as part of the Property redevelopment, the Owner will obtain all required permits for and construct a stormwater management system to serve the Property, providing a substantial environmental benefit through retaining, detaining, treating, and managing stormwater runoff and eliminating the untreated discharge of stormwater under the historical and existing conditions on the Property; and



WHEREAS, as part of the Property redevelopment, the Owner will replace decaying, unstable shoreline structures with new stabilization structures which will provide substantial public health and safety, environmental, and aesthetic benefits; and

WHEREAS, as part of the Property redevelopment, the Owner will provide substantial public benefit by constructing parallel parking and sidewalks along Louisa, 37<sup>th</sup>, and 39<sup>th</sup> streets and providing landscaping, streetlighting, and stormwater management facilities associated with these parking and sidewalk facilities; and

WHEREAS, the City's enhancement and redevelopment goals are to attract families, not only for 'family oriented' tourism, but also for residential community redevelopment; and

WHEREAS, the City has recognized that in order to attract families, development must be available that meets the spatial and specific residential community and recreational needs of families; and

WHEREAS, the Property offers the attractions of swimming, boating, and fishing that families enjoy, and Property redevelopment provides an opportunity for the type of development that will provide facilities to serve, retain, and attract families to the City; and

WHEREAS, Property redevelopment will encourage owners of other properties to renovate or upgrade their sites, producing greater aesthetic and economic benefits to the City, providing enhanced environmental and storm hazard protection and facilitating the retention and enticement of families to the City; and

WHEREAS, the proposed redevelopment is permissible and appropriate for the City's Transitional Comprehensive Plan Future Land Use designations of Residential High and Mixed Use applicable to the Property, which allow high-density, single-family and mixed-use

development along with various types of residential and non-residential uses, and for the Residential High and Mixed Use Future Land Use designations in the City's New Comprehensive Plan; and

WHEREAS, the portion of the Property on which the Gulfstream Mobile Home Park was located was zoned Urban Residential Mobile Home (URM), the purpose of which is to recognize the existence of existing mobile home parks when the Comprehensive Plan and Land Development Regulations were adopted, but due to the redevelopment of the Property as proposed, this portion of the Property is more appropriately rezoned to Urban Residential (UR), and therefore Owner applied for a rezoning of the portion of the Property on which the Gulfstream Mobile Home Park was located from URM to UR and was granted approval by the City Council of said rezoning on May 25, 2005; and

WHEREAS, pursuant to City Code Section 9.5-233, detached residential dwelling units and accessory uses are allowed as of right within the UR district; and pursuant to City Code Sections 9.5-248(a)(1), (2), (4), and (12), detached residential dwelling units, low- and medium-intensity commercial retail and office uses, or any combination thereof, of less than twenty-five hundred (2,500) square feet of floor area, and accessory uses are allowed as of right within the Mixed Use (MU) district; and City Code Section 9.5-4 (D-24) defines a *Dwelling, Apartment* to mean a multifamily building in which units share common entries or accesses to individual units; and therefore, pursuant to these provisions, the redevelopment and use of the Property as contemplated by the Owner falls within the as of right uses within the Property's designated MU and UR districts; and

WHEREAS, the City's Residential Rate of Growth Ordinance (ROGO) is codified in Sections 9.5-121 through 9.5-129 of the City Code; and

WHEREAS, pursuant to City Code Section 9.5-123(f)(1), "*redevelopment, rehabilitation or replacement of any residential dwelling unit which does not increase the number of residential dwelling units existing on the site either: a) During the 1990 Census of Population and Housing as demonstrated by official documentation, such as building permit, the property appraisers tax roll, a survey, or other similar conclusive document*" is exempt from the ROGO allocation system; and

WHEREAS, the City has determined that ninety-two (92) residential dwelling units were existing on the Property at the time of the 1990 census and Monroe County's analysis and census of existing residential dwelling units in April 1992, the results of which formed the basis of ROGO; and

WHEREAS, the City has determined that the redevelopment of these 92 residential dwelling units will not increase the number of residential dwelling units on the Property and therefore are exempt from ROGO and will not require residential ROGO allocations; and

WHEREAS, the City has determined that the redevelopment will not adversely affect hurricane evacuation clearance time because the number of residential dwelling units on the Property will not increase beyond the number of residential dwelling units previously existing on the Property; and

WHEREAS, the redevelopment will not increase, but will instead reconstruct, as accessory uses existing commercial floor area and existing marina facilities on the Property and therefore will not require non-residential NROGO allocations; and

WHEREAS, the City determined that redevelopment of the 92 residential dwelling units is exempt from residential ROGO and the redevelopment of commercial floor area and existing marina facilities is exempt from non-residential ROGO, and that the Property could be redeveloped to the existing density; and

WHEREAS, the Property is a highly disturbed, fully developed upland site which does not contain wetlands, listed species habitat, or other environmentally sensitive habitat, and therefore is an appropriate and preferred site to support redevelopment; and

WHEREAS, the proposed redevelopment will promote and further the following Principles for Guiding Development for the Florida Keys Area of Critical State Concern (the "Principles") as set forth in Section 380.0552(7), Florida Statutes (2004):

(b) To protect shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.

(c) To protect upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, tropical hammocks and pinelands), dune ridges and beaches, wildlife and their habitat.

(d) To ensure the maximum well-being of the Florida Keys and its citizens through sound economic development.

(e) To limit adverse impacts of development on the quality of water throughout the Florida Keys.

...

(h) To protect the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:

...

2. Sewage collection and disposal facilities; and

WHEREAS, this Agreement is consistent with the above-cited provisions of the Principles for Guiding Development for the Florida Keys Area of Critical State Concern; and

WHEREAS, the City has held public hearings to accept and encourage public input with respect to the proposal by the Owner contained in this Agreement, and has considered such public input; and

WHEREAS, the Owner has provided public notice of the parties' intent to consider entering into this Agreement by publishing an advertisement in a newspaper of general circulation and readership in the City, posting the Property subject to this Agreement, and mailing notice to the persons and entities shown on the most recent Monroe County Tax Roll to be the Owner of property lying within 300 feet of the boundaries of the Property subject to this Agreement; and

WHEREAS, the City Planning Commission has held a public hearing on April 18, 2005, to consider this Agreement, and the City Council of the City has held a public hearing on June 14, 2005 to consider this Agreement; and

WHEREAS, the City has determined that this Agreement is consistent with the local comprehensive plan, is in the public interest, and will further the health, safety, welfare, and goals of the residents of the City of Marathon.

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

A. **RECITALS.** The recitals set forth in the preceding "Whereas" clauses are incorporated herein and form a material part of this Agreement.

B. **DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the following meanings. Terms not defined in this Agreement shall be as defined in the

City Code, in Chapter 163, Florida Statutes, or, if not defined in the Code or statute, shall be understood by their usual and customary meaning.

1. **“Agreement”** shall refer to this Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3220-163.3243, inclusive, Florida Statutes.

2. **“City Code”** shall refer to the Code of Ordinances of the City of Marathon in existence on the Effective Date of this Agreement.

3. **“Comprehensive Plan”** shall refer to the City’s Transitional Comprehensive Plan or the City’s New Comprehensive Plan, as expressly provided herein.

4. **“Development”** shall refer to the redevelopment of the Property for the uses permitted by the Land Use Plan and Land Development Regulations, subject to the conditions, obligations, restrictions and terms contained in this Agreement.

5. **“Dwelling, Apartment”** shall refer to the dwelling unit type defined in Section 9.5-4 (D-24) of the City Code.

6. **“Dwelling Unit”** shall refer to a dwelling unit as defined in Section 9.5-4 (D-31) of the City Code.

7. **“Effective Date”** shall refer to the date this Agreement becomes effective, as set forth in Section C.29. of this Agreement.

8. **“Florida Department of Community Affairs”** and **“state land planning agency”** shall mean and refer to the “state land planning agency” as defined in Chapter 163, Part II, Florida Statutes.

9. **"Home Owner Association"** means the association created pursuant to Chapter 718, Florida Statutes, for the operation and management of the common elements of the Marlin Bay Yacht Club.

10. **"Land Use Plan"** shall mean the Future Land Use Element and Future Land Use Map of the City's Transitional Comprehensive Plan or the City's New Comprehensive Plan, as provided herein.

11. **"Land Development Regulations"** shall mean Chapter 9.5 of the City Code in existence on the Effective Date of this Agreement.

12. **"Owner"** shall refer to the Owner of the Property subject to this Agreement.

13. **"Property"** shall refer to one or more of the parcels of real property located in the City that are the subject of this Agreement as set forth in Section C.1.b. of this Agreement.

14. **"Public facilities"** means those facilities identified in Section 163.3221, Florida Statutes (2004), and as set forth in Section C.6. of this Agreement.

**C. TERMS OF AGREEMENT.**

**1. Ownership, Legal Description, and Unity of Title.**

a. **Ownership.** The Owner of Marlin Bay Yacht Club as of the date of execution of this Agreement is Sandler at Greater Marathon Bay, L.L.C., a Florida limited liability company whose address is 194 Minorca Avenue, Coral Gables, Florida 33134. There are no other legal or equitable owners of Marlin Bay Yacht Club known to the parties of this Agreement.

b. **Legal Description.** The legal description of Marlin Bay Yacht Club subject to this Agreement is included in the Marlin Bay Yacht Club Site Data Sheet, attached hereto as Exhibit A. The term "Property" as used in this Agreement shall mean and refer to the properties described in Exhibit A.

c. **Unity of Title.** The Owner shall execute a binding instrument combining the upland parcels described in Exhibit A for the purposes of the redevelopment authorized by this Agreement. The Owner shall provide the proposed binding instrument and shall record the instrument in the public records of Monroe County, Florida, at its sole expense, within twenty-eight (28) days after the date of execution of the Development Agreement by the parties. The Owner shall provide copies of the recorded instrument, showing the book and page where recorded, to the City and to the Florida Department of Community Affairs Florida Keys Field Office within a reasonable time after recordation.

**2. Duration of Agreement, Agreement Renewal.**

a. **Duration of Agreement.** This Agreement shall remain in effect for a period of ten (10) years, commencing on the Effective Date set forth below.

b. **Agreement Renewal.** This Agreement may be renewed or extended as provided herein.

**3. Existing Development; Preparation for Redevelopment.**

a. **Existing Development.** The following development exists on the Property: a commercial fishing operation and marina facilities; fuel tanks; one hundred fifteen (115) boat wet slips; eleven thousand five hundred and three (11,503) square feet of commercial



floor area; ninety-two (92) upland residential dwelling units; a swimming pool; a tiki hut; and a laundry facility.

b. **Redevelopment Preparation.** The Property will be prepared for redevelopment by permitted demolition and appropriate removal of all existing structures, including the existing cesspits and deteriorated shoreline structures on the Property.

4. **Plan Approval, including Densities and Intensities.**

a. **Approval of Conceptual Site Plan; Minor Revisions; Final Site Plan.** The redevelopment on the Property shall be limited to 92 residential dwelling units, together with 2,500 feet of commercial space which will be redeveloped as accessory structures and facilities as described in this Agreement and depicted on the Conceptual Site Plan for Marlin Bay Yacht Club, Sheets 1 - 2, dated December 9, 2004, which were prepared by Nichols, Brosch, Sandoval and Associates of Coral Gables, Florida, and are attached hereto as Exhibit B. The Conceptual Site Plan is hereby approved by the City, and any subsequent site plans, site plan approvals and building permits shall substantially comply with this Conceptual Site Plan; provided, however, that the final site plan may deviate from the Conceptual Site Plan to accommodate: (1) refinements to the development plan including minor shifts in location of thirty-five (35) feet or less in the structures, roadways, pathways, and swimming pool configurations; (2) changes to the building type or number of residential units, so long as the density set forth in this Agreement is not exceeded; or (3) modifications that are necessary to meet regulatory requirements imposed by any other governmental entity. The site plan meets all applicable setback, open space, landscape bufferyard, parking and building height requirements

established in City Code and such requirements shall not be varied unless Owner obtains a variance pursuant to applicable provisions of the City Code.

**b. Dwelling Units under this Agreement.** Pursuant to Section 9.5-123(f)(1) of the City Code, the 92 residential dwelling units on the Property are exempt from the requirements of the City's residential ROGO.

**c. Density under this Agreement.** Pursuant to Transitional Comprehensive Plan Policy 101.4.21 and Section 9.5-262 of the City Code applicable to the MU and UR districts, and applicable provisions in the City's New Comprehensive Plan, Owner is entitled to redevelop, and will redevelop, 92 residential dwelling units on the Property.

**d. Conceptual Site Plan.** The redevelopment of the 92 residential dwelling units, as depicted on the Conceptual Site Plan, is approved by this Agreement. Although not a requirement of the City Code, the Owner shall provide and maintain eight (8) residential dwelling units as affordable housing units. The Owner shall execute a binding instrument, in a form acceptable to the City, ensuring that the 8 affordable housing units are limited for use as affordable housing and comply with the affordable housing criteria set forth in Sections 9.5-4(A-5) and 9.5-266 of the City Code, and as more fully addressed in Section C.4.p. of this Agreement. The remaining eighty-four (84) residential dwelling units will be redeveloped as market-rate detached residential dwelling units. The Owner shall execute and record in the public records of Monroe County a Declaration of Covenants and Restrictions which shall be applicable to all residential dwelling units on the Property and which shall require the residents of all residential dwelling units on the Property to comply with the hurricane evacuation requirements of Section 9.5-534(e) of the City Code.

e. **Structures.** The redevelopment depicted on the Conceptual Site Plan, and listed below, is approved by this Agreement. Exhibit C, incorporated by reference herein, depicts the building schematics for the residential dwelling units.

Dock master facility
In-ground fuel tanks and fuel station
Seawall, marginal docks, finger piers, mooring piles, 115 boat slips
92 residential dwelling units
Club house
Pool and pool restrooms
Paved pool deck and fountain
Observation deck
Pool pavilion
Sidewalks and retaining walls
Storage
Gate house
Advanced Wastewater Treatment plant
Trash compactor
Mail kiosk
Roadways and parking
Utilities infrastructure
Stormwater management system

**f. Commercial Floor Area Approved Under This Agreement.**

Pursuant to City Code 9.5-124.3, the Owner is vested to reconstruct a total of eleven thousand five hundred and three (11,503) square feet of commercial floor area or non-residential development on the Property without being subject to nonresidential ROGO requirements. Total commercial floor area redevelopment on the Property approved by this Agreement is two thousand five hundred (2,500) square feet, as depicted on the Conceptual Site Plan. This commercial redevelopment will be used as commercial retail, low- and medium-intensity and office uses, or any combination thereof, and will only be used as accessory uses to the residential redevelopment of the Property, pursuant to the restrictions set forth in Section C.4.g., below.

This leaves nine thousand three (9,003) square feet of vested commercial floor area remaining undeveloped. Any subsequently requested commercial floor area development approvals shall not exceed the remaining 9,003 square feet of floor area for which the Owner is vested, except as may be allowed by the City Code.

g. **Accessory Uses.** Accessory uses, to be developed as amenities ancillary and subordinate to, and will which serve the residential redevelopment on the Property, are for the exclusive use of Marlin Bay Yacht Club residents. Accessory uses to be developed or redeveloped on the Property consist of the dockmaster office, club house, activities room, pool and pool pavilion, and private multifamily residential docking facility. The Owner and its successors shall execute a binding instrument, in a form acceptable to the City, ensuring the exclusive use of the accessory structures as amenities to the resident members of the Marlin Bay Yacht Club Home Owner Association. Residents shall be required to show to the dockmaster proof of membership in the Home Owner Association in order to be able to use accessory uses. The Home Owner Association will maintain a list of residents which will be provided to the dockmaster to verify membership in the Homeowner Association for purposes of being able to use the accessory uses. Signage shall be erected to indicate that accessory uses are for the exclusive private use of Marlin Bay Yacht Club residents. The wet slips in the docking facility are accessory to the upland residential dwelling units and will not be open to the public, and also will not be rented separate from the upland residential dwelling units or sold separate from the upland residential dwelling units, but shall only serve the residents of Marlin Bay Yacht Club, and will not be operated as a commercial marina. No liveaboards will be permitted in the docking facility.

5. **Development Conditions.** The following conditions, terms, restrictions, and other requirements have been determined by the City of Marathon to be necessary for the public health, safety, and welfare of its citizens:

a. **Building Height.** Buildings may be constructed to the maximum height as provided in the Transitional Comprehensive Plan, or to the maximum height allowed under the City's New Comprehensive Plan, whichever may be applicable at the time of building permit application submittal.

b. **Setbacks.** The City acknowledges that there is no undisturbed or unaltered shoreline on the Property. Pursuant to City Code Section 9.5-286, a twenty (20) foot setback from the mean high water line ("MHWL") shall be required for all principal structures. City Code Section 9.5-289 establishes provisions for a limited amount of non-enclosed detached outdoor recreational accessory structures that may be developed within the shoreline setback. Pursuant to City Code Section 9.5-281, both the MU and UR districts require a minimum ten (10) foot side yard setback on one side property line with a combined total of fifteen (15) feet for both side yards. The UR district requires a ten (10) foot front yard setback. The MU district requires a twenty five (25) foot front yard setback. Pursuant to Section 9.5-523 of the City Code, Owner may seek a ten (10) foot variance to the front yard setback for the portion of the Property adjacent to 39th Street. Owner may also seek to vacate the right-of-way for 39th Street pursuant to the City Code. Owner shall obtain either a variance or a vacation of the 39th Street right-of-way as provided in the City Code, or shall comply with the applicable setbacks. With the recordation of the 'Unity of Title', internal setbacks are not required other than for fire safety.

c. **Utilities, Lighting, and Signage.** Utilities, lighting, and signage shall comply with all applicable requirements of the City Code, including the waterfront lighting criteria in City Code Section 9.5-395. The Owner shall install all utilities underground where practicable and shall screen all utility facilities. The Owner shall utilize shaded light sources to illuminate all signs, facades, buildings, parking and loading areas, and shall arrange such lighting to eliminate glare to parcels lying outside the Property. No intermittent or flashing lights or flashing signs shall be allowed. The existing fuel tanks shall be replaced with in-ground tanks meeting applicable DEP permitting criteria codified in Chapter 62-761, Florida Administrative Code.

d. **Landscaping.** The Owner shall utilize best installation and maintenance practices for landscaping throughout the Property, and shall guarantee one hundred percent (100%) survival of all owner-installed plants for one (1) year. Seventy percent (70%) of all required plants installed shall be Florida Keys native plants that are suitable for the site conditions and are a species typical of the Middle Keys. The Owner shall remove all Category I invasive exotic plants on the Property. The Owner shall provide, where applicable, Class "A" landscaping for all parking areas in accordance with Section 9.5-361 of the City Code. The Owner shall provide a Class "C" landscape bufferyard where the UR district abuts the MU district on the west and south property lines.

e. **Parking.** The redevelopment shall comply with the parking criteria as required by Section 9.5-351 of the City Code. The Owner shall provide two (2) parking spaces per market-rate residential dwelling unit, one and a half (1.5) parking spaces per each one-bedroom affordable housing unit and one and three quarters (1.75) parking spaces per

each two-bedroom affordable housing unit for a total of thirteen (13) parking spaces for the 8 affordable housing units, and ten (10) onsite guest parking spaces. No other parking spaces will be provided on the Property.

f. **Offsite Street Improvements.** Owner shall provide the following offsite street improvements:

(i) To the portion of Louisa Street between 37th and 39th streets: the construction and maintenance of sidewalks on both sides Louisa Street; the installation and maintenance of traffic calming devices; landscaping on the side of Louisa Street bordering the Property; and other improvements.

(ii) Provided Owner is granted the vacation of right-of-way for 39th Street as set forth in Section C.5.b. above, Owner agrees to reserve a utility easement and public sidewalk access to the waterfront in the area and shall provide adequate traffic circulation and other features as agreed by the City.

g. **Internal Infrastructure.** The underground infrastructure, water and sewer serving the residential dwelling units shall be completed before a certificate of occupancy may be issued for the unit.

h. **Fire Safety.** The Owner shall provide fire wells and other such fire protection facilities as required by the Life Safety Code administered by the City Fire Department. Fire sprinklers will be installed in all 92 residential dwelling units, the club house, and the dockmaster office.

i. **Open Space Ratio.** Pursuant to City Code Sections 9.5-343, 9.5-262, and 9.5-267, a minimum of 20% open space is required. The Owner will maintain a minimum of 20% open space on the Property.

j. **Wind Load.** The Owner shall construct all structures on the Property, including doors, windows, and cladding, to withstand the mile per hour peak winds as specified in the Building Code.

k. **Energy Efficiency.** The Owner shall construct all residential structures in conformance with the specifications of the State of Florida Energy Efficiency Code for Building Construction (State Energy Code).

l. **Schematics.** All redeveloped residential units constructed on the Property shall adhere to one of the architectural styles and one of the representative floor plans depicted in the schematics in Attachment 1, incorporated by reference herein.

m. **Permits from Other Regulatory Entities.** Other agency permits may be required as provided by applicable law prior to the City's issuance of building permits for redevelopment of the Property. The Owner shall obtain all necessary permits from other local, regional, State and federal regulatory entities and provide copies of each to the City within a reasonable time after such permits are issued. A log of the permits and approvals required for the Project and the status of each is incorporated herein as Exhibit C.

n. **Compliance with UR and MU District Requirements.** The proposed redevelopment on the Property consists of 84 detached market-rate residential dwelling units and 8 affordable housing units, 2,500 square feet of commercial space which will constitute an accessory use as provided in Section C.4.g. above, and a private residential multifamily



ocking facility which will constitute an accessory use exclusively for Marlin Bay residents as provided in Section C.4.g above. Any redevelopment on the Property which is not a use that is permitted as of right as provided in the City Code provisions applicable to the UR and MU land use districts will obtain applicable development approvals as provided under the City Code.

**o. Stormwater Management.** The development shall comply with the stormwater management criteria in City Code Section 9.5-293 and as approved by the SFWMD. The development will meet all applicable federal, state, regional, and local stormwater management requirements, including any applicable requirements pursuant to the National Pollutant Discharge Elimination System (NPDES) permit issued by the Florida Department of Environmental Protection for the City of Marathon in February 2005 prohibiting direct discharges into Outstanding Florida Waters.

**p. Affordable Housing.**

(i) Owner shall provide eight (8) affordable housing units on the Property. Four (4) of these units shall be deed-restricted to allow rental only by persons having an annual income of no greater than one hundred twenty percent (120%) of the median income of residents of Monroe County, Florida, and four (4) of these units shall be deed-restricted to only allow rental by or sale to persons having an annual income of no greater than one hundred sixty percent (160%) of the median income of residents of Monroe County, Florida. These deed restrictions shall be recorded in the public records of Monroe County at the time of issuance of the certificates of occupancy for the affordable housing units and shall be effective for fifty (50) years from the date of recordation, and shall automatically renew for two (2) 50-year periods. Owner will enter into an agreement with the Middle Keys Community Land Trust ("MKCLT")

or similar entity to perform income qualification evaluation for renters of units on an annual basis and for purchasers of the units at the time of sale of a unit. Such agreement must be approved by the City Attorney and executed by the parties prior to issuance of certificates of occupancy for these units. The certificates of occupancy for these 8 affordable housing units shall be obtained prior to or contemporaneously with the certificates of occupancy for the first twenty-six (26) market rate residential dwelling units constructed on the Property. In addition, Owner shall provide one of the following options for the provision of the ten (10) offsite affordable housing units in the City of Marathon:

(ii) Option I: Within three (3) three months of the date of execution of this Agreement, Owner shall enter into an agreement with Jigs Ltd. ("Jigs") to construct ten (10) affordable housing units on Lot 6 of the property located on the corner of 35th Street and Louisa Street in the City of Marathon ("Jigs Parcel"). These 10 affordable housing units shall be delivered by Owner according to the following delivery schedule: (i) Certificates of occupancy for six (6) units shall be obtained contemporaneously with the certificates of occupancy for the next thirty-one (31) market rate residential dwelling units constructed on the Property; and (ii) Certificates of occupancy for the remaining four (4) units shall be obtained contemporaneously with the certificates of occupancy for the next eighteen (18) market rate residential dwelling units constructed on the Property. These 10 affordable housing units shall be deed-restricted to allow rental only by persons having an annual income of no greater than one hundred twenty percent (120%) of the median income of residents of Monroe County, Florida. These deed restrictions shall be recorded in the public records of Monroe County at the time of issuance of the certificates of occupancy for the affordable housing units and shall be effective for fifty (50)

years from the date of recordation and shall automatically renew for two (2) 50-year periods. Owner will enter into an agreement with the MKCLT or similar entity to perform income qualification evaluation for renters of units on an annual basis and for purchasers of the units at the time of sale of a unit. Such agreement must be approved by the City Attorney and executed by the parties prior to issuance of certificates of occupancy for these units. Of the affordable housing units used, eight (8) are from the applicant, three (3) are from Jigs and the remainder of the allocations will be from the City. If, within three (3) months of the date of execution of this Agreement, if Owner is unable to reach such agreement with Jigs Ltd., then Owner shall immediately pursue Option II.

(iii) Option II: Owner shall work in cooperation with the City and the Middle Keys Community Land Trust or similar entity to locate and purchase within the City land comparable in size to the Jigs Parcel, on which to construct 10 affordable housing units, which shall be subject to the income restriction provisions and delivery schedule set forth in Option I above. The City shall provide the residential ROGO allocations for the construction of these 10 units.

(iv) Option III: If, within eighteen (18) months of the date of execution of this Agreement, Owner is unable to perform Option I or Option II, then Owner shall pay to the City a sum of seven hundred fifty thousand dollars (\$750,000) pursuant to the affordable housing units delivery schedule and deed restriction provisions set forth in Option I, to be used for the provision of affordable/workforce housing within the City of Marathon.

q. **Additional Conditions by Mutual Agreement.** Nothing in this Agreement shall preclude the parties from applying additional conditions, by mutual written consent, during the final permitting approval process.

6. **Public Utilities; Concurrency, Impact Fees.** The following identifies the public facilities that are required and that will service the development authorized by this Agreement; who shall provide the facilities; what new facilities, if any, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of development.

a. **Potable Water.** Domestic potable water is provided by the Florida Keys Aqueduct Authority.

b. **Electric Service.** Electric service is provided by Florida Keys Electric Cooperative.

c. **Solid Waste.** Solid waste service is provided by Marathon Garbage Service or its successors and assigns, as determined by the City Council.

d. **Fire Service.** Fire service is provided by the Marathon Fire Department.

e. **Concurrency.** All public facilities identified above are available as of the date of this Agreement, and capacity for each is projected to be available concurrent with the impacts of development.

f. **Wastewater.** Wastewater treatment shall be provided by the construction of a new advanced wastewater treatment ("AWT") plant approved by DEP. The treatment plant shall meet the AWT nutrient removal standards as specified by DEP and shall be completed before a certificate of occupancy may be issued for any unit. The Marlin Bay Yacht

Club Neighborhood Plan attached as Exhibit D depicts the AWT plant. Owner agrees to cooperate with the City and the owner of the property on which the wastewater treatment plant will be located regarding expansion of the capacity of the plant to enable it to treat wastewater generated by development located in the area bounded by 35th Street to the south, 42nd Street to the north, the western side of U.S. 1 to the east, and Florida Bay to the west, in the City.

g. **Public Recreational facilities.** Public recreational facilities shall be addressed through impact fees, if any.

h. **Impact Fees.** Any increased impacts on public facilities or public services attributable to each unit of the development, and the cost of capital improvements to meet the associated demand on such facilities or services, shall be assured by payment to the City, concurrent with the issuance of the building permits for each unit, of any applicable City impact fees required by ordinance then in effect, as well as by payment by the Owner of any applicable utility system development fees. Owner agrees to pay impact fees pursuant to any applicable impact fee ordinances adopted within eighteen (18) months of the date of execution of this Agreement. Any impact fees required to be paid by Owner pursuant to any such impact fee ordinances will be offset by the dollar amount paid by Owner toward the provision of any improvements which are the subject of said impact fee ordinances.

i. **Traffic Study.** Prior to issuance of building permits for structures on the Property, Owner agrees to conduct a Level III traffic study to assess the project's vehicle traffic impacts on U.S. 1. If the Level III traffic study demonstrates that redevelopment of the Marlin Bay Yacht Club will result in traffic impacts above those generated by the development

previously existing on the Property, as previously documented, Owner will mitigate its fair share of the increased traffic impacts resulting from redevelopment of the Marlin Bay Yacht Club.

7. **Reservations or Dedications of Land for Public Purposes.** The parties anticipate that the Owner may reserve or dedicate land for public purposes in connection with the development authorized by this Agreement, but are currently unaware of the specifics of such reservation(s) or dedication(s). Such reservations or dedications may include, by way of example, easements necessary for the provision of stormwater, utility, and wastewater services to the Property.

8. **All Local Permits Approved or Needed.**

a. **Development Approvals.** The following City development approvals are needed for the development authorized by this Agreement:

1. **Site Plan.** Final site plan approval by the City building official, fire marshal, and planning staff confirming compliance with this Agreement and applicable City Code requirements.

2. **Building Permits.** As of right building permits will be issued, as provided pursuant to the City Code, for each residential dwelling unit as well as for the club house, the pool facilities, the dockmaster facility, pool pavilion, commercial floor area, and other individual structures. An overall site permit will address landscaping, parking, paths, setback, open space and other associated items.

b. **Review.** No further review or discretionary review will be required by the City, it being agreed that the development, as depicted on the approved Conceptual Site Plan attached hereto, requires only the above development approvals so long as

the final site plan substantially complies with the Conceptual Site Plan approved under this Agreement. However, any development of commercial space exceeding 2,500 square feet may require a conditional use permit as provided under the City Code. Any private multifamily residential docking facility redevelopment which does not meet the definition of accessory use in Section 9.5-4(A-2) of the City Code may be required to obtain a conditional use permit as provided under the City Code. If a conditional use permit is required under the City Code for the development of affordable housing units on the Property, the conditional use permit application and building permit application for such units may be concurrently submitted and reviewed.

c. **Compliance.** Nothing in this Agreement shall be deemed to obviate the Owner's compliance with terms and provisions of each such identified approval.

d. **Completeness.** The parties acknowledge that the Owner has submitted all information necessary for review under the City Code.

9. **Mutual Cooperation.** The City agrees to cooperate with the Owner in a timely manner in providing and/or granting all permits, licenses, approvals, or consents necessary or appropriate to fully implement this Agreement. The City and the Owner agree to cooperate fully with and assist each other in the performance of the provisions of this Agreement.

10. **Development to Comply with Permits and City Comprehensive Plan and Code Provisions.** The development described in and authorized by this Agreement shall be constructed in accordance with all specified permit conditions, and in accordance with all applicable provisions of the Transitional Comprehensive Plan and City Code, or the City's New Comprehensive Plan, as applicable. No certificate of occupancy for an individual building shall

be issued until the City approves all plans for that building and the Owner has complied with all conditions in the permit issued by the City and other regulatory entities for that building.

**11. Finding of Consistency.** The City of Marathon finds that the development authorized herein is consistent with the Transitional Comprehensive Plan and Land Development Regulations, and with the City's New Comprehensive Plan, as applicable.

**12. Compliance with Permits, Terms, Conditions, and Restrictions not Identified Herein.** The failure of this Agreement to address a particular permit requirement, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the laws governing said permitting requirements, conditions, terms, or restrictions.

**13. Governing Laws.**

**a. Controlling Regulations.** For the duration of this Agreement, all approved development on the Property shall comply with and be controlled by this Agreement and by the provisions of the Comprehensive Plan and City Code or the City's New Comprehensive Plan, as applicable. The parties do not anticipate the application of subsequently adopted laws and policies to the Property except as expressly provided in this Agreement.

**b. Subsequently Adopted Laws and Policies.** Pursuant to Section 163.3233, Florida Statutes (2004), the City may apply subsequently adopted laws and policies to the Property only if the City holds a public hearing and determines that: (a) the new laws and policies are not in conflict with the laws and policies governing the Agreement and do not prevent development of the land uses, intensities, or densities set forth in this Agreement; (b) the new laws and policies are essential to the public health, safety, or welfare, and the City expressly states that they apply to the development that is subject to this Agreement; (c) the local



government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or (d) the Agreement is based on substantially inaccurate information supplied by the Owner. Redevelopment of the Property shall not be subject to any moratoria or other restrictions on redevelopment, including the redevelopment of existing mobile home parks, which may be established or otherwise imposed in any manner or at any time by the City. Nothing in this Agreement shall prohibit the parties from mutually agreeing to apply subsequently adopted laws to the Property.

c. **State or Federal Laws.** If State or federal laws enacted after the effective date of this Agreement preclude any party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant state or federal laws. However, this Agreement shall not be construed to waive or abrogate any rights that may vest pursuant to common or statutory law.

14. **Amendments, Renewal, Revocation and Termination.** This Agreement may be amended, renewed, or terminated as follows:

a. **Amendments.** As provided in Section 163.3237, Florida Statutes (2004), this Agreement may be amended by mutual consent of the parties to this Agreement or by their successors in interest; an instrument in writing signed by the parties or their successors shall accomplish an amendment under this provision.

b. **Renewal.** As provided in Section 163.3229, Florida Statutes (2004), this Agreement may be renewed by the mutual consent of the parties, subject to the following public hearing requirements in Section 163.3225, Florida Statutes (2004): the City shall conduct at least two (2) public hearings, one of which may be held by the local planning

agency at the option of the City. Notice of intent to consider renewal of the Agreement shall be advertised approximately seven (7) days before each public hearing in a newspaper of general circulation and readership in Monroe County, Florida, and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notice shall specify the location of the land subject to the Agreement, the development uses on the Property, the population densities, and the building intensities and height and shall specify a place where a copy of the Agreement can be obtained.

c. **Termination by Owner.** This Agreement may be terminated by the Owner or their successor(s) in interest following a breach of this Agreement, upon written notice to the City as provided in this Agreement.

d. **Revocation by City.** Pursuant to Section 163.3235, Florida Statutes (2004), this Agreement may be revoked by the City if the City finds, on the basis of competent substantial evidence, that there has been a failure to comply with the terms of this Agreement.

e. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties.

**15. Breach of Agreement and Cure Provisions.**

a. **Written Notice on the Owner.** If the City concludes there has been a material breach of this Agreement, prior to revoking this Agreement the City shall serve written notice on the Owner, identifying the term or condition the City contends has been materially breached and providing the Owner ninety (90) days from the date of receipt of the

notice to cure the breach or negotiate an amendment to the Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the Owner, shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement; or (b) failure to comply with terms and conditions of permits issued by the City of Marathon or other regulatory entity for the development authorized by this Agreement.

b. **Written Notice on the City.** If the Owner concludes that there has been a material breach in the terms and conditions of this Agreement, the Owner shall serve written notice on the City, identifying the term or condition the Owner contends has been materially breached and providing the City thirty (30) days from the date of receipt of the notice to cure the breach. The following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the City, shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement, or (b) failure to timely process any application for site plan approval or other development approval required to be issued by the City for the development authorized by this Agreement.

c. **Option to Terminate.** If a material breach of this Agreement occurs and is not cured within the time periods provided above, the party that provided notice of breach may elect to terminate this Agreement or may seek to enforce this Agreement as provided herein.

d. **Waiver of Breach.** If either party waives a material breach in this Agreement by the other party, such a waiver shall not be deemed a waiver of any subsequent breach.

16. **Notices.** All notices, demands, requests, or replies provided for or permitted by this Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by any one of the following methods: (a) personal delivery; (b) deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (c) deposit with an overnight express delivery service with a signed receipt required. Notice shall be effective upon receipt. The addresses and telephone numbers of the parties are as follows:

**TO THE OWNER:**

Nathan Benson,  
Managing Member  
c/o Eugene Spano  
194 Minorca Avenue  
Coral Gables, Florida 33134

**With a copy by regular U.S. Mail to:**

Douglas J. Rillstone, P.A.  
Cathy M. Sellers  
Broad and Cassel  
215 South Monroe Street  
Tallahassee, FL 32301  
Telephone: (850) 681-6810

**TO THE CITY:**

Mike Puto, City Manager  
City of Marathon  
10045-55 Overseas Highway  
Marathon, Florida 33050  
Telephone: (305) 743-0033

**With a copy by regular U.S. Mail to:**

John R. Herin, Jr., Esquire  
Stearns, Weaver, Miller, Weissler, Aldaheff, & Sitterson, P.A.

Museum Tower, 150 West Flagler Street  
Miami, Florida 33130  
Telephone: (305) 789-3200

17. **Annual Report.** On the anniversary date of the Effective Date of this Agreement, the Owner shall provide to the City a report identifying: (a) the amount of development authorized by this Agreement that has been completed; (b) the amount of development authorized by this Agreement that remains to be completed; and (c) any changes to the plan of development that have occurred during the one (1) year period from the Effective Date of this Agreement or from the date of the last annual report.

18. **Enforcement.** In accordance with Section 163.3243, Florida Statutes (2004), any party to this Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes (2004), or the state land planning agency may file an action for injunctive relief in the circuit court of Monroe County, Florida, to enforce the terms of this Agreement or to challenge the compliance of this Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes (2004).

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

20. **Assignment.** This Agreement may not be assigned without the written consent of the parties.

21. **Drafting of Agreement.** The parties acknowledge that they jointly participated in the drafting of this Agreement and that no term or provision of this Agreement shall be construed in favor of or against either party based solely on the drafting of the Agreement.

22. **Severability.** In the event any provision, paragraph or section of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

23. **Applicable Law.** This Agreement was drafted and delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

24. **Litigation; Attorney's Fees; Venue; Waiver of Right to Jury Trial.** In the event of any litigation arising out of this Agreement between the City and Owner, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorney's fees. This includes, but is not limited to, reimbursement for such reasonable attorneys' fees and costs incurred with respect to any appellate, bankruptcy, post-judgment, or trial proceedings related to this Agreement. Venue for any legal proceeding arising out of this Agreement shall be in Monroe County, Florida. The parties to this Agreement waive the right to a jury trial in any litigation arising out of or initiated under this Agreement.

25. **Use of Singular and Plural.** Where the context requires, the singular includes the plural, and the plural includes the singular.

26. **Duplicate Originals; Counterparts.** This Agreement may be executed in any number of originals and in counterparts, all of which evidence one agreement. Only one original is required to be produced for any purpose.

27. **Headings.** The headings contained in this Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of the Agreement.

28. **Entirety of Agreement.** This Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subjects covered by this Agreement that are not contained in or incorporated into this document and, accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether written or oral. This Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

29. **Recording; Effective Date.** The Owner shall record this Agreement in the public records of Monroe County, Florida, within fourteen (14) days after the date of execution of this Agreement. A copy of the recorded Agreement showing the date, page and book where recorded shall be submitted to the state land planning agency by hand delivery, registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within fourteen (14) days after the Agreement is recorded. The Owner shall also provide a copy of the recorded Agreement to the City within the same time period. This Agreement shall become effective thirty (30) days after the date it is received by the state land planning agency.

30. **Date of Agreement.** The date of this Agreement is the date the last party signs and acknowledges this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,  
have set their hands and seals on the dates below written.

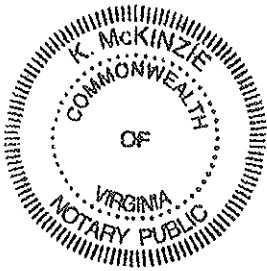
Sandler at Greater Marathon Bay, L.L.C.  
a Florida limited liability company

July 16, 2005  
Date

By [Signature]  
MANAGER

STATE OF ~~FLORIDA~~ VIRGINIA  
COUNTY OF ~~DADE~~ VIRGINIA BEACH

The foregoing instrument was acknowledged before me on this 16 day of July 2005, by Nathan Benson as Manager of Sandler at Greater Marathon Bay, L.L.C. who is personally known to me or who produced N/A as identification, and who did/did not take an oath.



K. McKinzie  
Notary Public, State of ~~Florida~~ At Large  
Virginia  
My commission expires: 09-30-06

7/11/05  
Date

CITY OF MARATHON  
By [Signature]  
JOHN BARTUS, MAYOR

ATTEST:  
[Signature]  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:  
[Signature]  
CITY ATTORNEY



EXHIBITS TO MARLIN BAY YACHT CLUB DEVELOPMENT AGREEMENT

- EXHIBIT A: MARLIN BAY YACHT CLUB SITE DATA SHEET
- EXHIBIT B: MARLIN BAY YACHT CLUB SITE PLAN
- EXHIBIT C: PERMITS AND APPROVALS LOG
- EXHIBIT D: MARLIN BAY YACHT CLUB NEIGHBORHOOD PLAN

  
JUL 06 2005

EXHIBIT A

MARLIN BAY YACHT CLUB SITE DATA SHEET

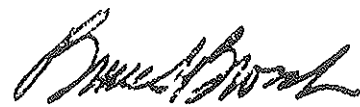
  
JUL 06 2005

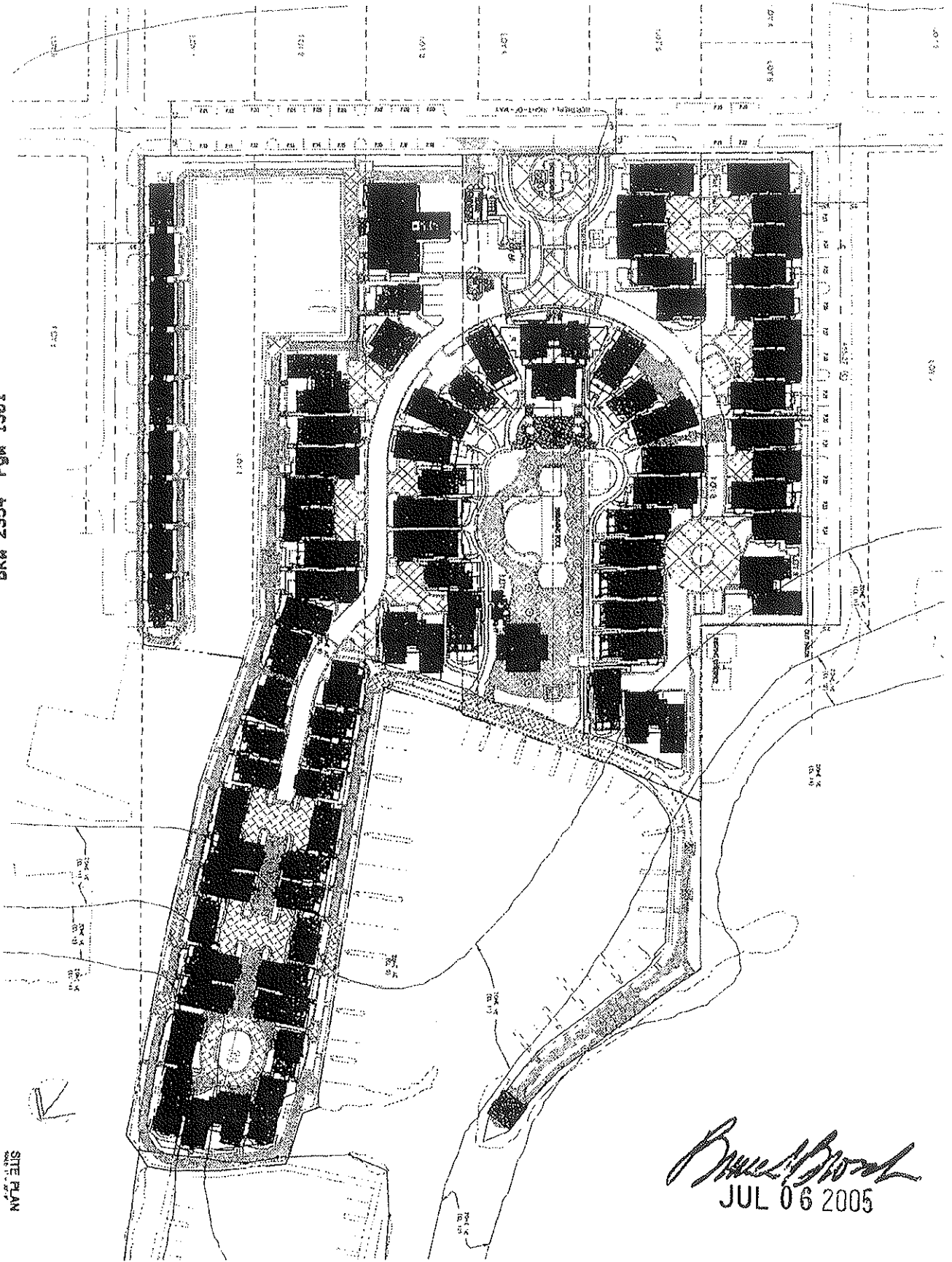


EXHIBIT B  
MARLIN BAY YACHT CLUB SITE PLAN

  
JUL 06 2005

Doc# 1689736  
Bk# 2354 P# 1301

SITE PLAN



*James A. Bond*  
JUL 06 2005

A-0002	2005									
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MARLIN BAY YACHT CLUB  
SITE PLAN

EXHIBIT C  
MARLIN BAY YACHT CLUB PERMITS AND APPROVALS LOG

  
JUL 06 2005

MARLIN BAY YACHT CLUB  
Permit Log

Agency	Permittee	Permit Type	Permit Received	Permit/File No.
Department of Environmental Protection	Sandler at Greater Marathon Bay, LLC	Dock Repair	Yes	44-0232309-001
Department of Environmental Protection	Greater Marathon Bay Company, LLC	Dock Repair	Yes	44-0232313-001
Army Corps of Engineers	Sandler/Greater Marathon Bay, LLC	Dock Repair	Yes	2004-6567
South Florida Water Management District	Sandler/Greater Marathon Bay, LLC	Paving and Drainage	Yes	040419-5
Florida Keys Aquaduct Authority	Sandler/Greater Marathon Bay, LLC	Water and Sewer	Yes	Tap Permit
Department of Environmental Protection	Sandler/Greater Marathon Bay, LLC	Package Plant / Vacuum System	No - Pkg Plant, Yes - Vacuum System	
City of Marathon	Sandler/Greater Marathon Bay, LLC	Building Permits	No - Submittal pending	

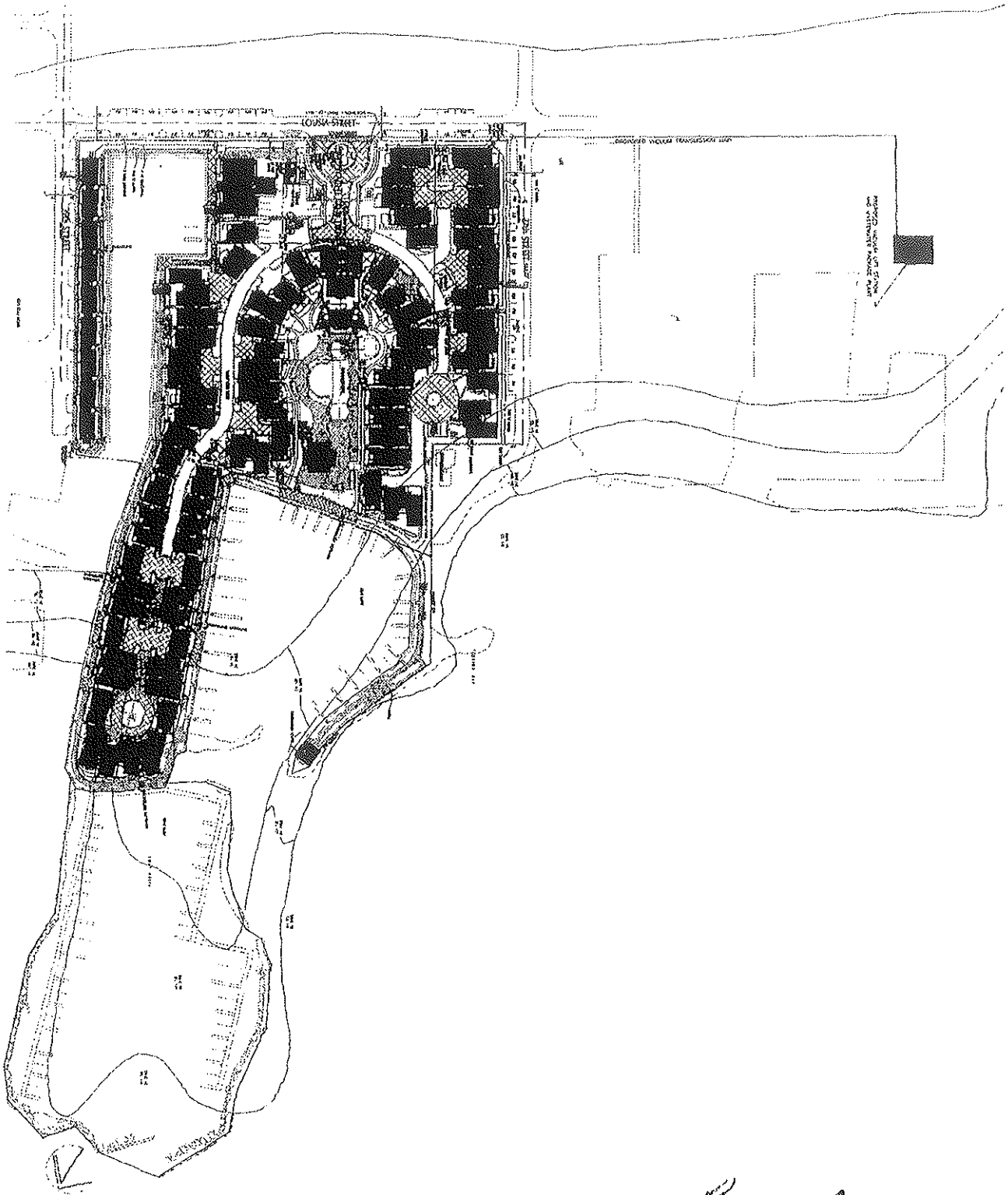
Doc# 1689736  
Bk# 2354 Pg# 1303

*[Handwritten Signature]*  
JUL 06 2005

EXHIBIT D  
MARLIN BAY YACHT CLUB NEIGHBORHOOD PLAN

  
JUL 06 2005





*Bruce Brook*  
JUL 06 2005

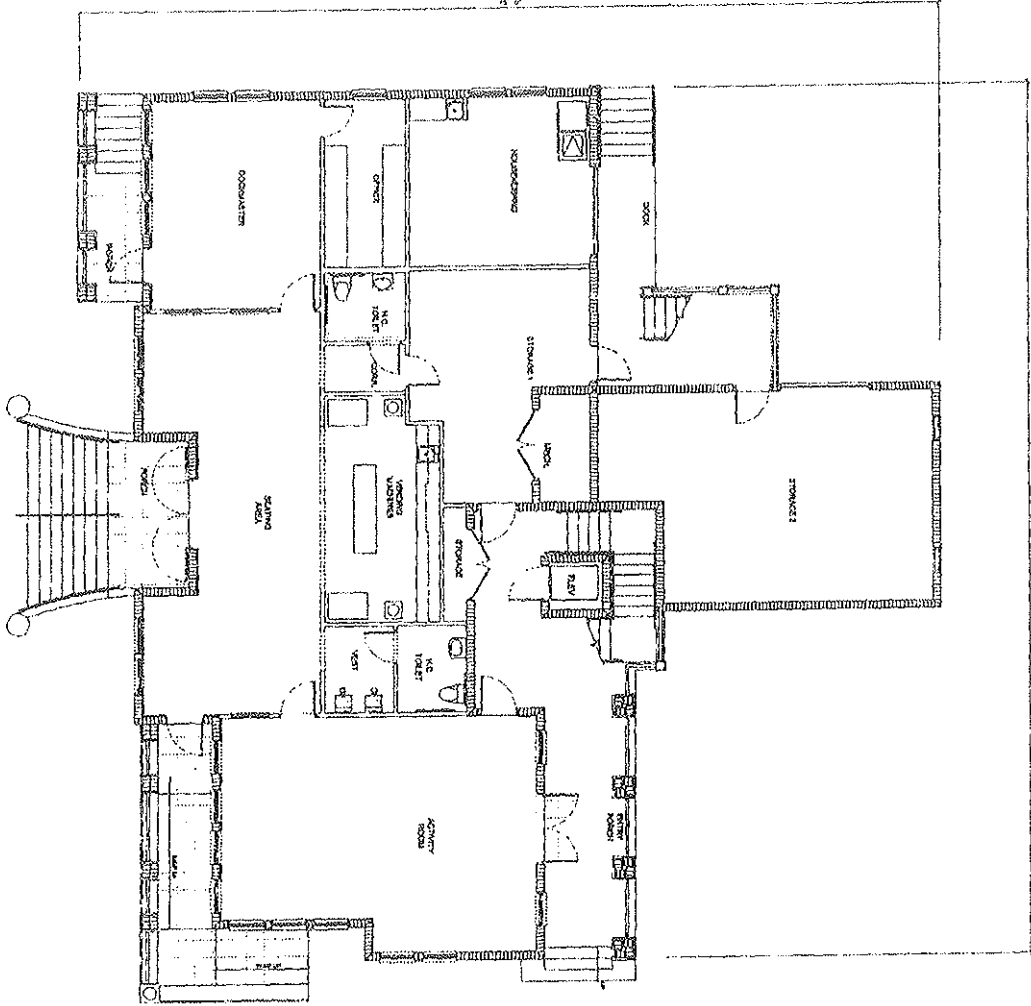
NEIGHBORHOOD PLAN

A-00.011	219	MARLIN BAY YACHT CLUB											
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ATTACHMENTS INCORPORATED BY REFERENCE IN  
MARLIN BAY YACHT CLUB DEVELOPMENT AGREEMENT

ATTACHMENT 1      SCHEMATIC FOR RESIDENTIAL UNITS

  
JUL 06 2005

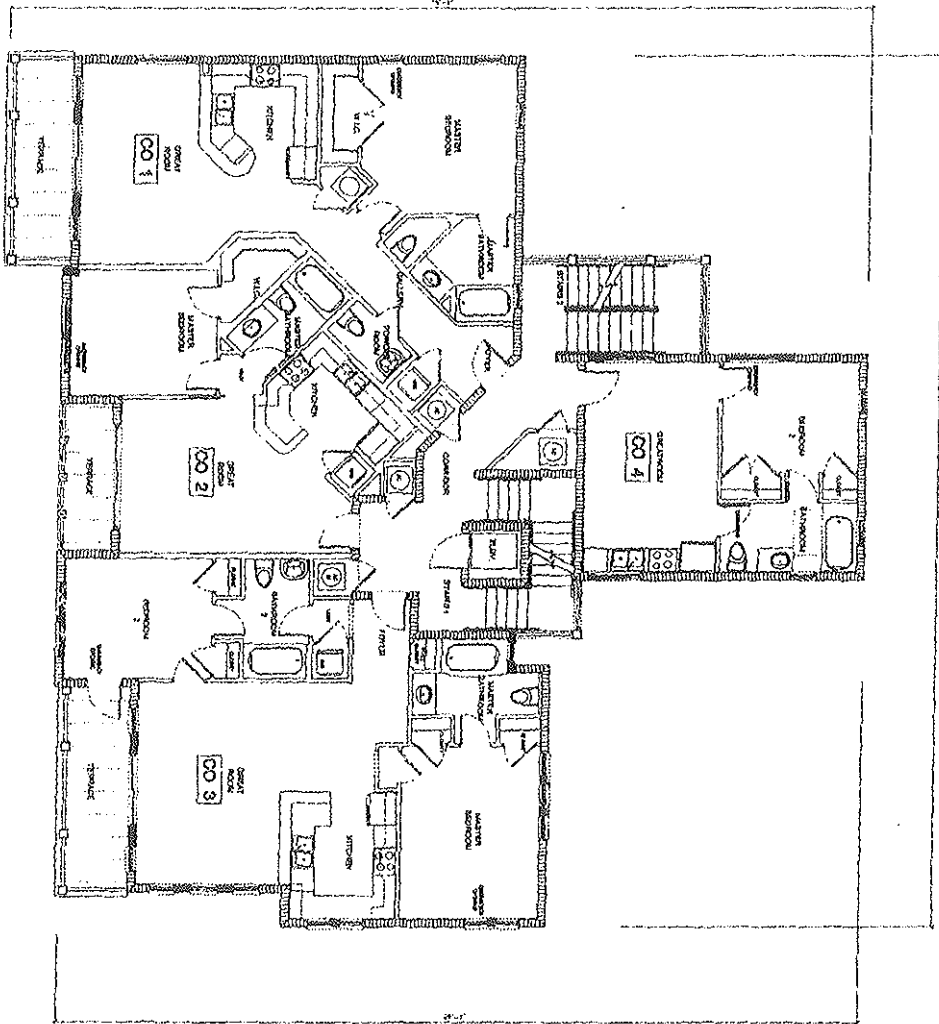


DOCKMASTER BUILDING  
 FIRST LEVEL FLOOR PLAN

NO.	DESCRIPTION	DATE	BY	REVISION
1	AS SHOWN	07/06/05	...	...



*Paul ...*  
 JUL 06 2005



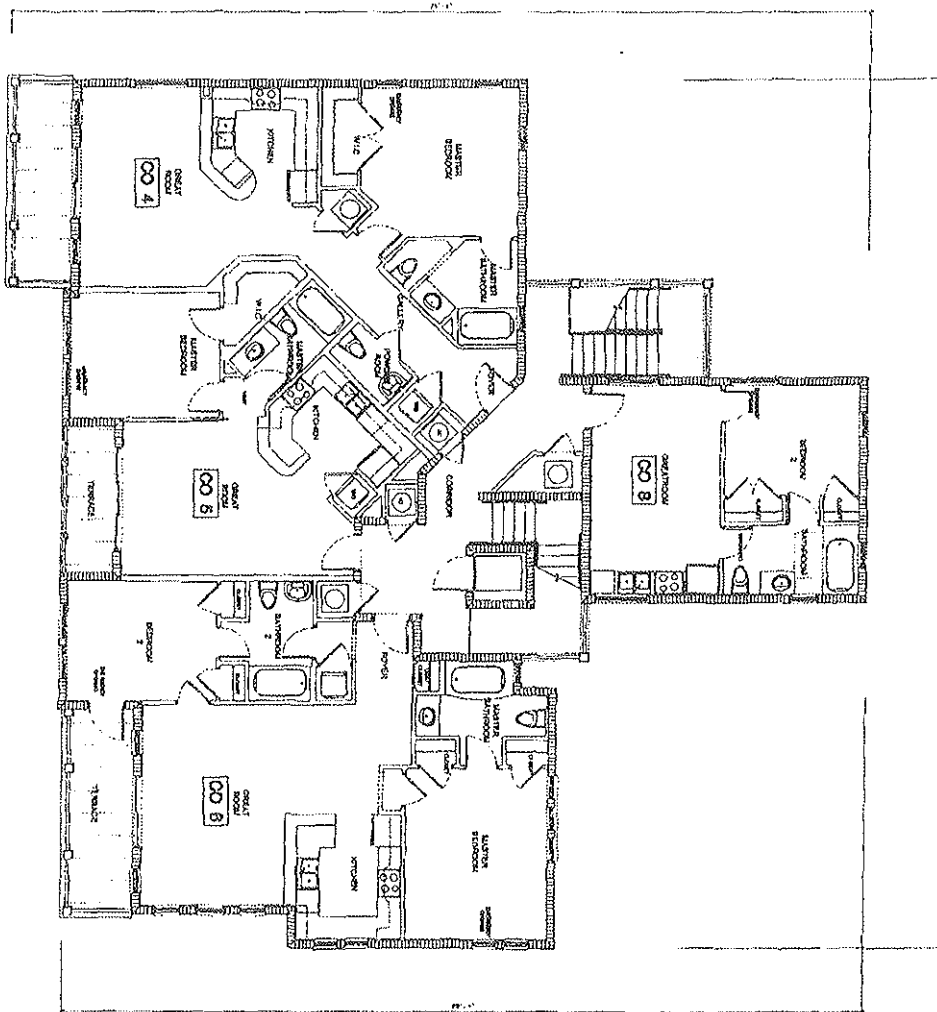
*James Brown*  
JUL 06 2005

DOCKMASTER BUILDING  
SECOND LEVEL FLOOR PLAN  
A-DMAH



MARLIN BAY YACHT CLUB  
DOCKMASTER BUILDING





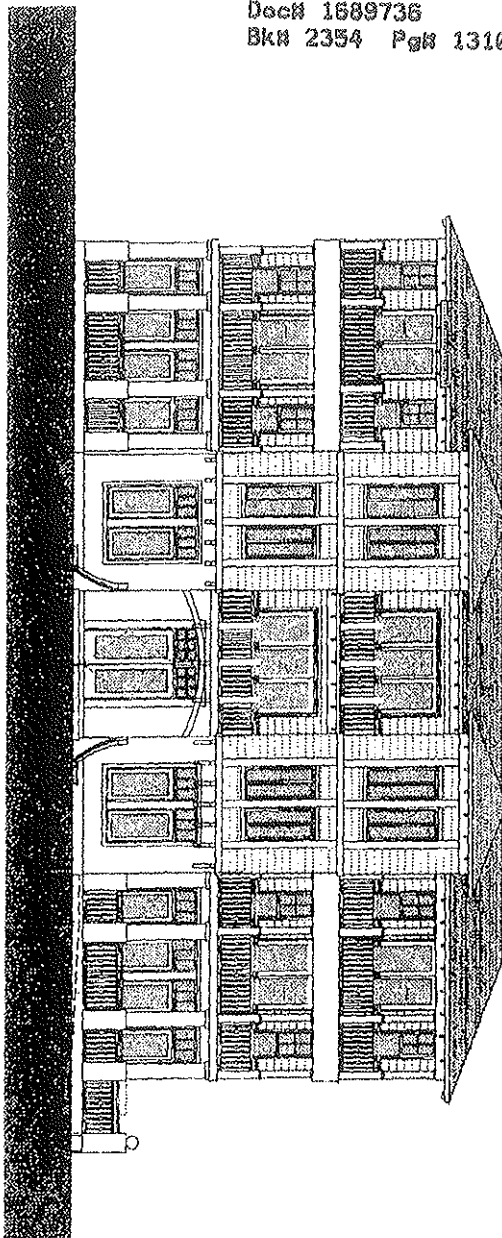
DOCKMASTER BLDG  
 THIRD LEVEL FLOOR PLAN



*David Brock*  
 JUL 06 2005

A-DM22	210	MARLIN BAY YACHT CLUB DOCKMASTER BUILDING		
		ARCHITECT NICHOLAS BROSCI 12345 STATE OF NEW YORK		

Doc# 1689736  
Bk# 2354 Pg# 1310



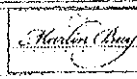
1 EAST



*Paul Brown*  
JUL 06 2005

08/06/05	23/01

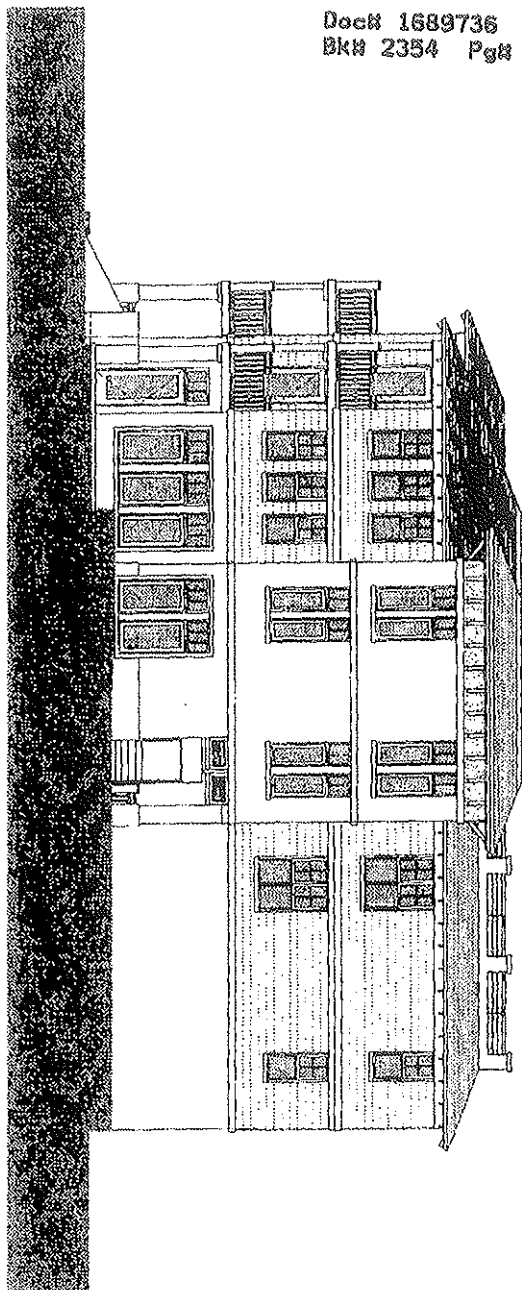
### MARLIN BAY YACHT CLUB DOCKMASTER BUILDING



ARCHITECT  
PAUL BROWN  
1000 N. BAYVIEW  
COLUMBIA, SC 29405  
TEL: 803-791-8888  
WWW.PAULBROWN.COM

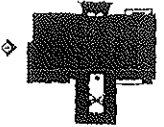


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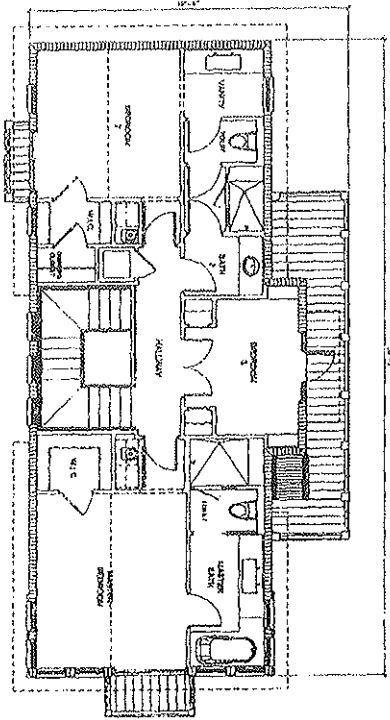
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*Bruce [Signature]*  
JUL 06 2005

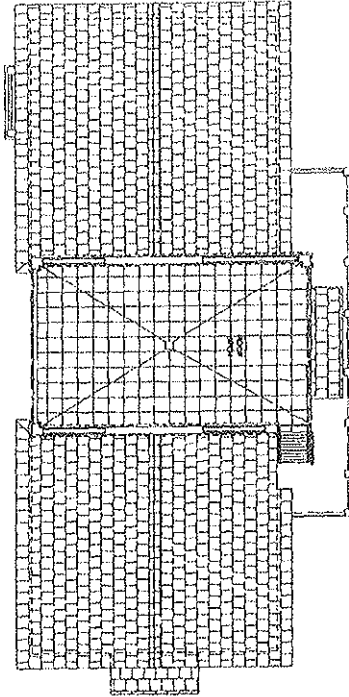


*David Smith*  
JUL 06 2005

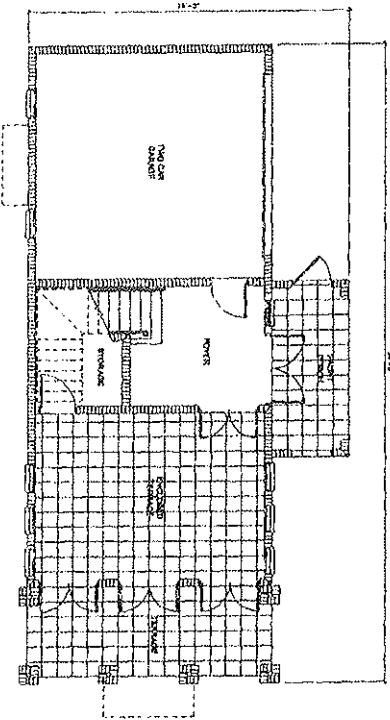
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1/2" = 1'-0"  
THIRD LEVEL  
FLOOR PLAN



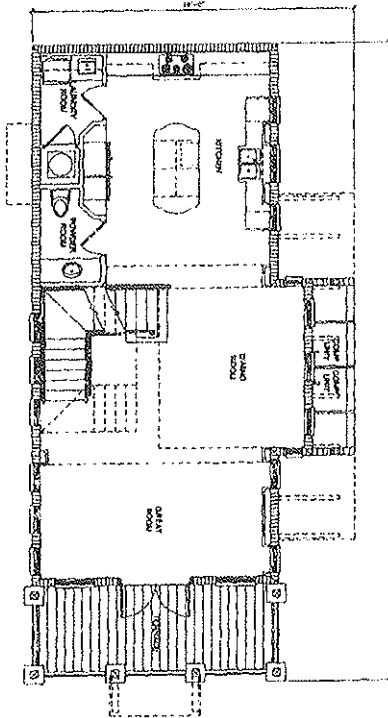
1  
1/2" = 1'-0"  
ROOF LEVEL  
FLOOR PLAN



1  
1/2" = 1'-0"  
FIRST LEVEL  
FLOOR PLAN



1  
1/2" = 1'-0"  
SECOND LEVEL  
FLOOR PLAN



NO.	DESCRIPTION	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.
1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...

FLOOR PLANS / ROOF PLAN

MARLIN BAY YACHT CLUB  
UNIT A



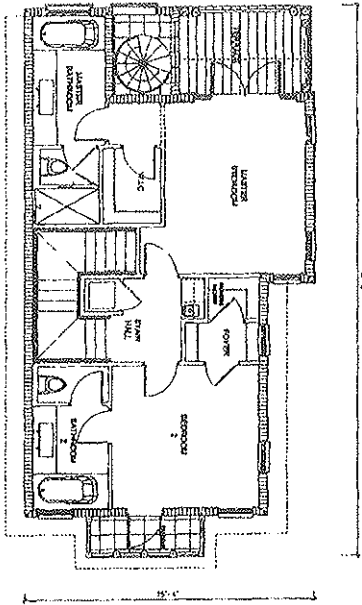
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2010



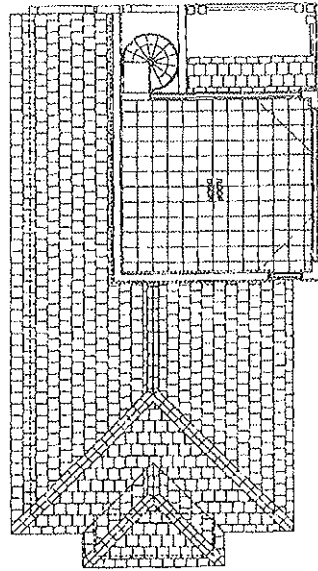
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 Bk# 2354 Pg# 1313

*Paul Brock*  
 JUL 06 2005

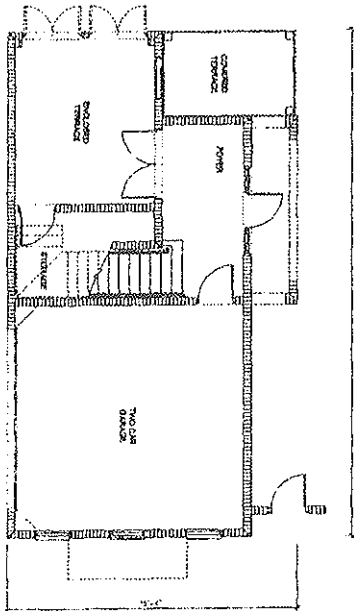
1  
 THIRD LEVEL  
 FLOOR PLAN



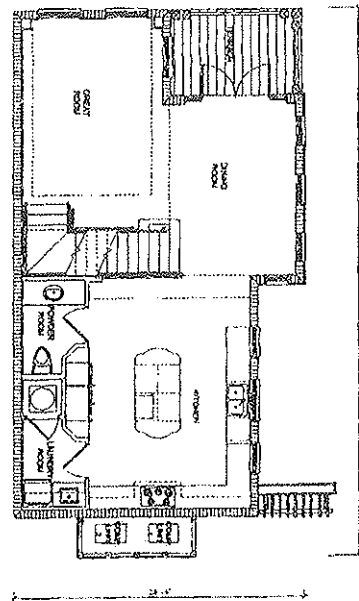
1  
 ROOF LEVEL  
 FLOOR PLAN



1  
 FIRST LEVEL  
 FLOOR PLAN



1  
 SECOND LEVEL  
 FLOOR PLAN



DETAILED DIMENSIONS

NO.	DESCRIPTION	LENGTH	WIDTH	AREA	PERIMETER
1	ENTRANCE	11' 0"	11' 0"	121	44
2	LIVING ROOM	11' 0"	11' 0"	121	44
3	DINING ROOM	11' 0"	11' 0"	121	44
4	KITCHEN	11' 0"	11' 0"	121	44
5	BED ROOM	11' 0"	11' 0"	121	44
6	BATH	11' 0"	11' 0"	121	44
7	TWO CAR GARAGE	11' 0"	11' 0"	121	44
8	STAIRS	11' 0"	11' 0"	121	44
9	RESTROOM	11' 0"	11' 0"	121	44
10	RESTROOM	11' 0"	11' 0"	121	44
11	RESTROOM	11' 0"	11' 0"	121	44
12	RESTROOM	11' 0"	11' 0"	121	44
13	RESTROOM	11' 0"	11' 0"	121	44
14	RESTROOM	11' 0"	11' 0"	121	44
15	RESTROOM	11' 0"	11' 0"	121	44
16	RESTROOM	11' 0"	11' 0"	121	44
17	RESTROOM	11' 0"	11' 0"	121	44
18	RESTROOM	11' 0"	11' 0"	121	44
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48	RESTROOM	11' 0"	11' 0"	121	44
49	RESTROOM	11' 0"	11' 0"	121	44
50	RESTROOM	11' 0"	11' 0"	121	44

FLOOR PLANS / ROOF PLAN

MARLIN BAY YACHT CLUB  
 UNIT C-2



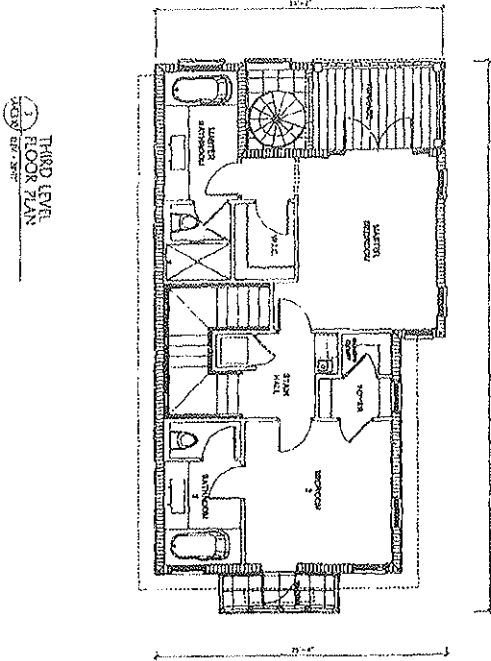
NICHOL S  
 BROOKS  
 SANDRA  
 SANDRA



A-C2-3

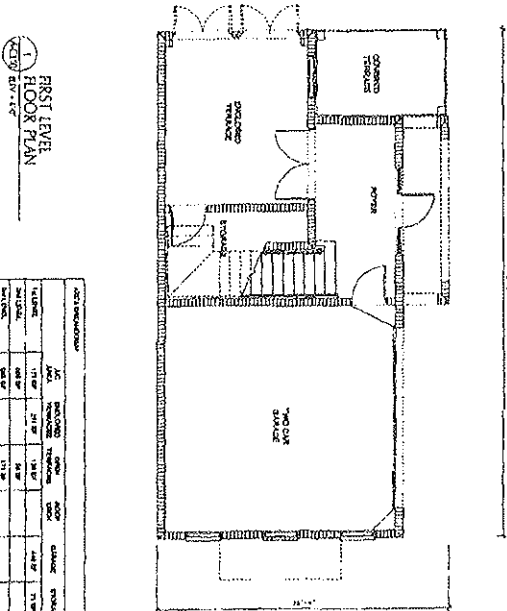
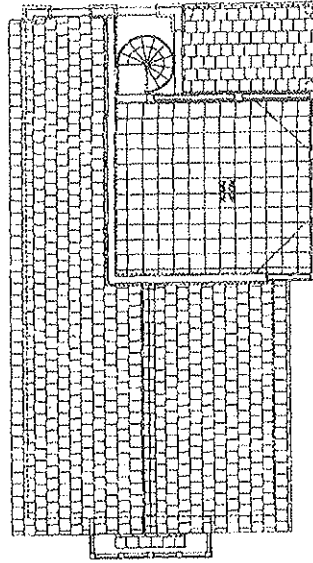
2310

*Paul Smith*  
 JUL 06 2005



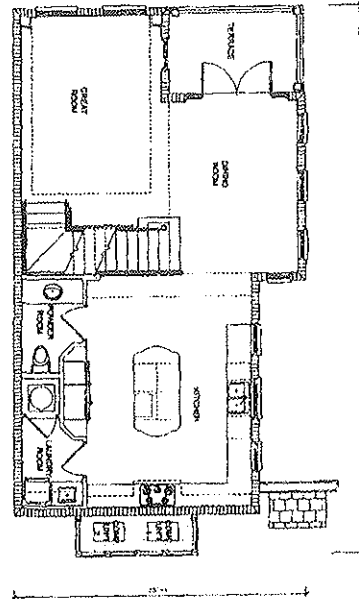
3  
 THIRD LEVEL  
 FLOOR PLAN

4  
 ROOF LEVEL  
 FLOOR PLAN



1  
 FIRST LEVEL  
 FLOOR PLAN

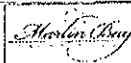
2  
 SECOND LEVEL  
 FLOOR PLAN



NO.	DESCRIPTION	AC	ADJ.	FINISHED	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA
1	FIRST LEVEL	1110	2110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110
2	SECOND LEVEL	1110	2110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110
3	THIRD LEVEL	1110	2110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110
4	ROOF LEVEL	1110	2110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110
5	TOTAL	1110	2110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110	1110

FLOOR PLANS / ROOF PLAN

MARLIN BAY YACHT CLUB  
 UNIT C-3



NICHOLS  
 BROSCHE  
 SANDOVAL

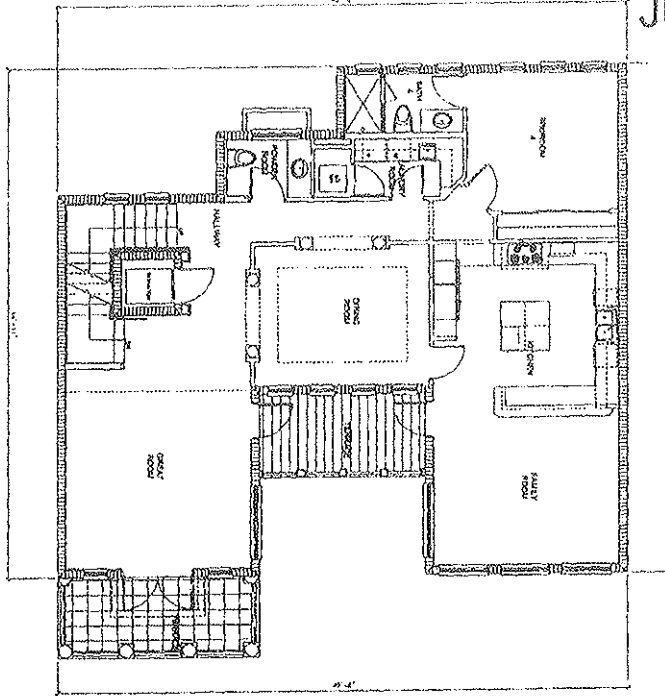


A-C3-30

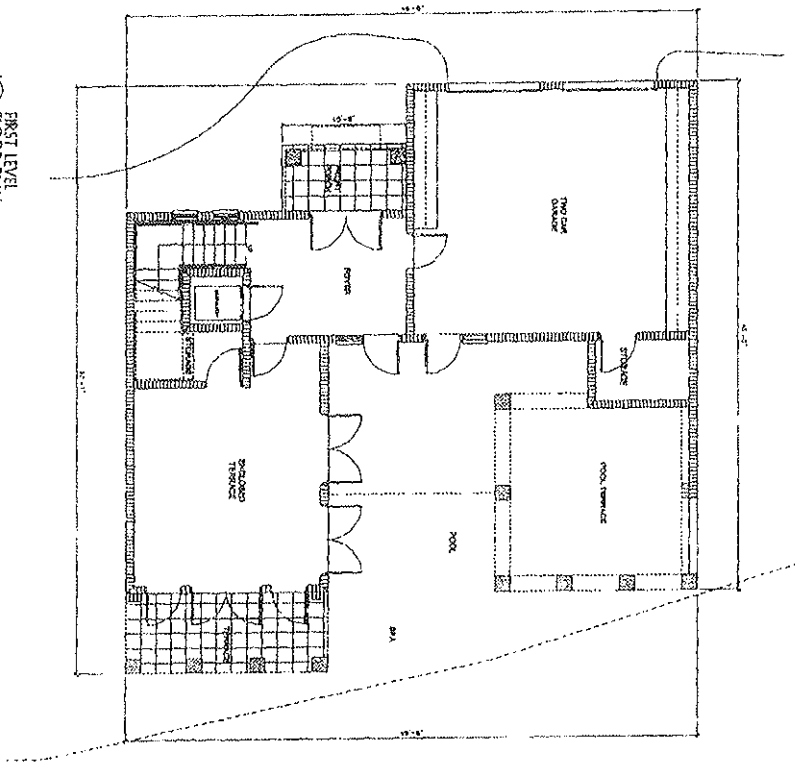
210

*David Smith*  
 JUL 06 2005

SECOND LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



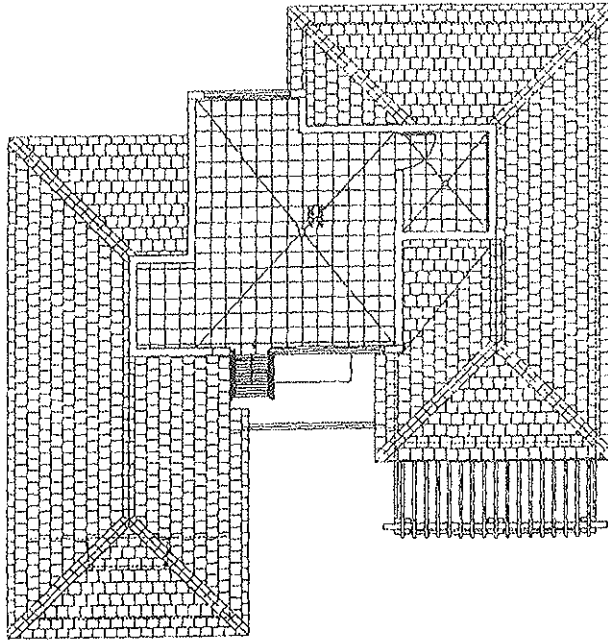
FIRST LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



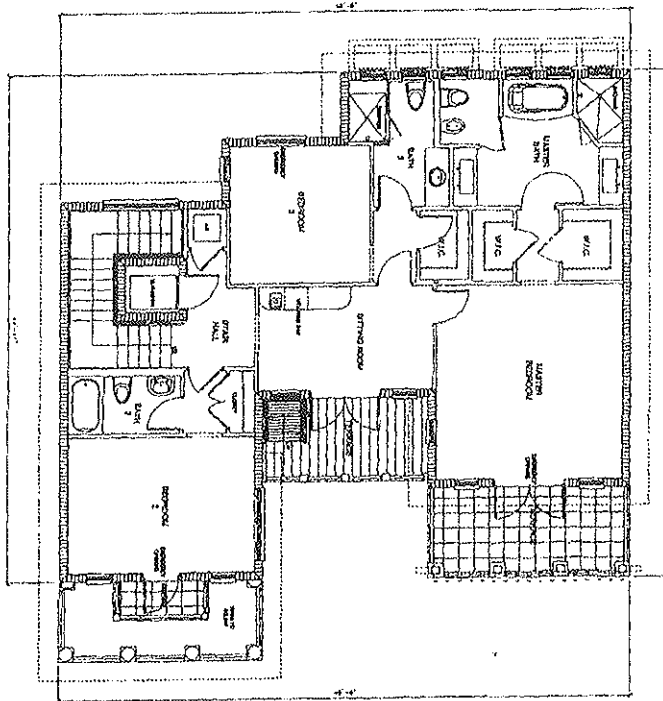
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1	CONCRETE	100.00	100.00
2	STEEL	200.00	300.00
3	WOOD	150.00	450.00
4	GLASS	300.00	750.00
5	PAINT	50.00	800.00
6	LABOR	100.00	900.00
7	PERMITS	20.00	920.00
8	INSURANCE	10.00	930.00
9	CONTINGENCY	70.00	1000.00
10	TOTAL		1000.00

*Blue Brook*  
 JUL 06 2005

2  
 ROOF LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



1  
 THIRD LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



MARLIN BAY YACHT CLUB  
 UNIT D

*Marlin Bay*

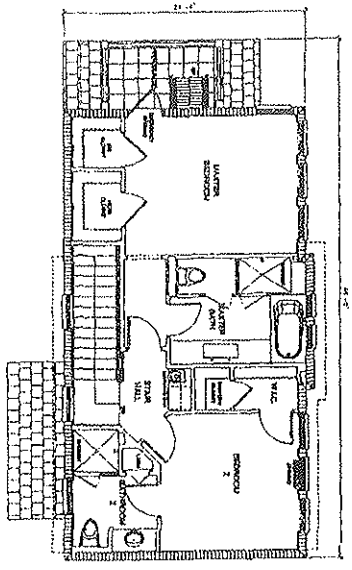
ARCHITECT  
 ENGINEER  
 INTERIOR DESIGNER  
 7%

NO.	DATE	DESCRIPTION
1	2005	ISSUED FOR PERMIT
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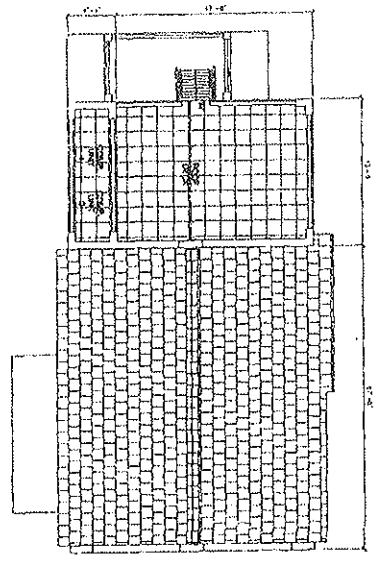
Doc# 1689736  
 Bk# 2354 P# 1317

*Blue Book*  
 JUL 06 2005

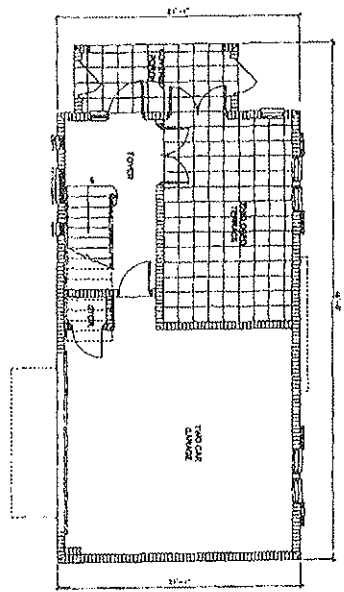
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 1/8" = 1'-0"  
 THIRD LEVEL  
 FLOOR PLAN



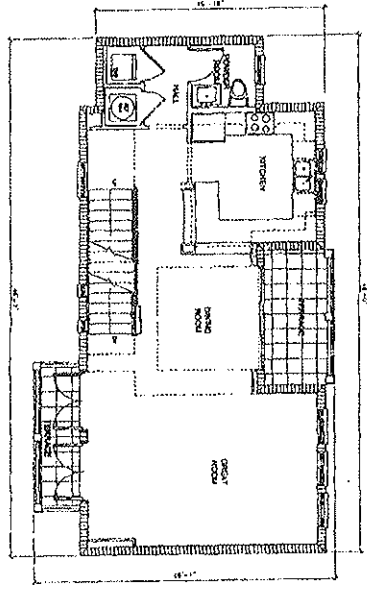
4  
 1/8" = 1'-0"  
 ROOF LEVEL  
 FLOOR PLAN



1  
 1/8" = 1'-0"  
 FIRST LEVEL  
 FLOOR PLAN



1  
 1/8" = 1'-0"  
 SECOND LEVEL  
 FLOOR PLAN



FLOOR FINISHES		FLOOR FINISHES		FLOOR FINISHES		FLOOR FINISHES		FLOOR FINISHES	
NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION
1	CONCRETE	1	CONCRETE	1	CONCRETE	1	CONCRETE	1	CONCRETE
2	WOOD	2	WOOD	2	WOOD	2	WOOD	2	WOOD
3	CERAMIC	3	CERAMIC	3	CERAMIC	3	CERAMIC	3	CERAMIC
4	PAINT	4	PAINT	4	PAINT	4	PAINT	4	PAINT
5	GLASS	5	GLASS	5	GLASS	5	GLASS	5	GLASS
6	BRICK	6	BRICK	6	BRICK	6	BRICK	6	BRICK
7	STUCCO	7	STUCCO	7	STUCCO	7	STUCCO	7	STUCCO
8	CEILING	8	CEILING	8	CEILING	8	CEILING	8	CEILING
9	ROOF	9	ROOF	9	ROOF	9	ROOF	9	ROOF
10	WALL	10	WALL	10	WALL	10	WALL	10	WALL
11	FLOOR	11	FLOOR	11	FLOOR	11	FLOOR	11	FLOOR
12	CEILING	12	CEILING	12	CEILING	12	CEILING	12	CEILING
13	WALL	13	WALL	13	WALL	13	WALL	13	WALL
14	FLOOR	14	FLOOR	14	FLOOR	14	FLOOR	14	FLOOR
15	CEILING	15	CEILING	15	CEILING	15	CEILING	15	CEILING
16	WALL	16	WALL	16	WALL	16	WALL	16	WALL
17	FLOOR	17	FLOOR	17	FLOOR	17	FLOOR	17	FLOOR
18	CEILING	18	CEILING	18	CEILING	18	CEILING	18	CEILING
19	WALL	19	WALL	19	WALL	19	WALL	19	WALL
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69	CEILING	69	CEILING	69	CEILING	69	CEILING	69	CEILING
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FLOOR PLANS / ROOF PLAN  
 Scale: 1/8" = 1'-0"

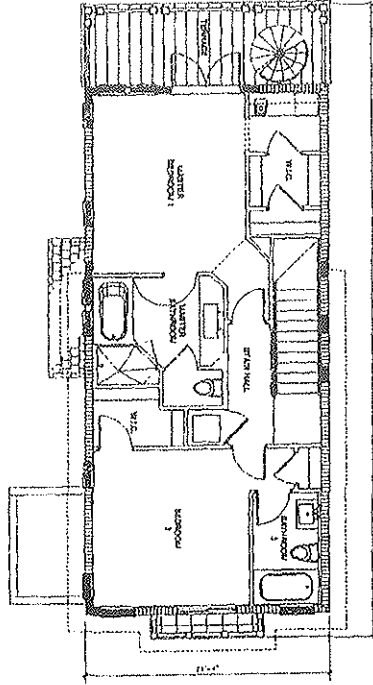
MARLIN BAY YACHT CLUB  
 UNIT E

*Heaton Group*  
 ARCHITECTS  
 1000 W. 10th Street  
 Suite 100  
 Anchorage, Alaska 99501  
 Phone: (907) 561-1111  
 Fax: (907) 561-1112  
 Website: www.heatongroup.com

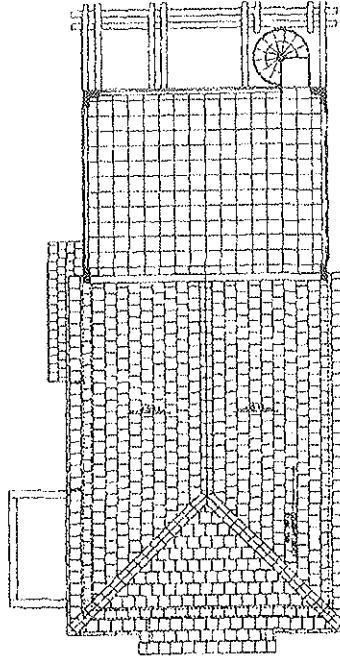
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2310
DATE: 07/06/05
BY: [Signature]
CHECKED: [Signature]
DATE: 07/06/05

Deck 1689736  
 Bkn 2354 Pgn 1318

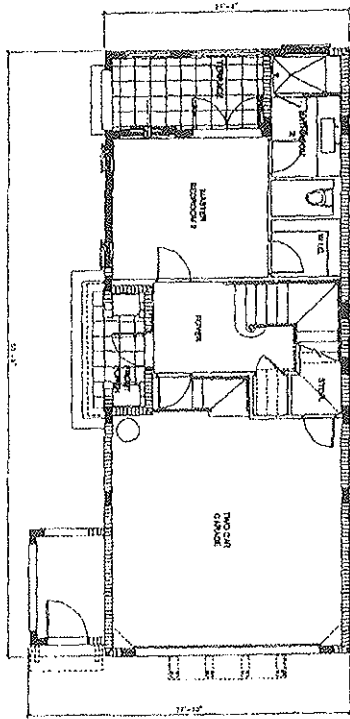
*Blue Book*  
 JUL 06 2005



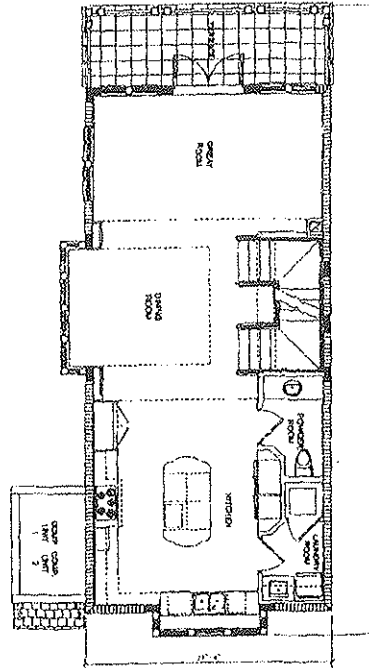
THIRD LEVEL  
 FLOOR PLAN



ROOF LEVEL  
 FLOOR PLAN



FIRST LEVEL  
 FLOOR PLAN



SECOND LEVEL  
 FLOOR PLAN

DESCRIPTION	AREA	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT
FLOORING	12.50	15.00	18.00	21.00	25.00	30.00	35.00	40.00	45.00
PAINTING	1.50	1.80	2.10	2.50	3.00	3.50	4.00	4.50	5.00
ROOFING	1.00	1.20	1.40	1.60	1.80	2.00	2.20	2.40	2.60
MECHANICAL	0.50	0.60	0.70	0.80	0.90	1.00	1.10	1.20	1.30
ELECTRICAL	0.20	0.24	0.28	0.32	0.36	0.40	0.44	0.48	0.52
PLUMBING	0.10	0.12	0.14	0.16	0.18	0.20	0.22	0.24	0.26
DEMOLITION	0.05	0.06	0.07	0.08	0.09	0.10	0.11	0.12	0.13
TOTAL	15.85	19.02	22.58	26.30	30.10	34.00	38.00	42.00	46.00

FLOOR PLANS / ROOF PLAN

MARLIN BAY YACHT CLUB  
 UNIT F-1a



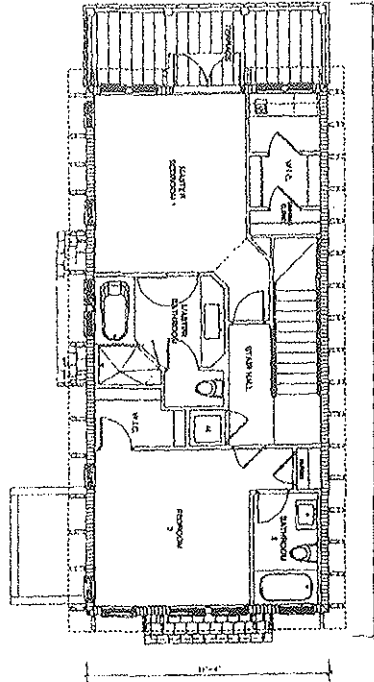
ARCHITECT  
 ENGINEER  
 SURVEYOR  
 LANDSCAPE ARCHITECT  
 INTERIOR DESIGNER



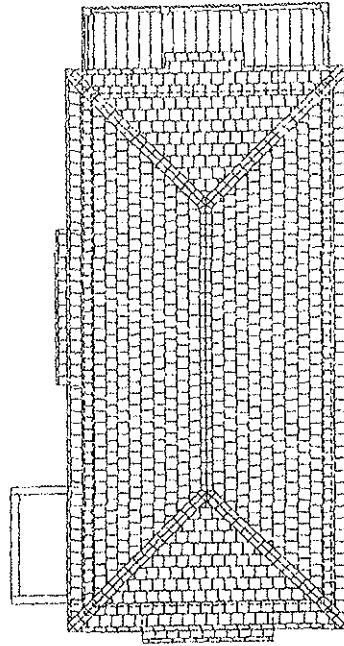
A-Fig. 10

*Paul Brock*  
 JUL 06 2005

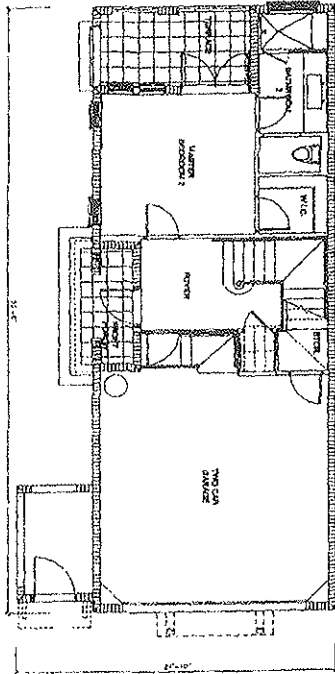
THIRD LEVEL  
 FLOOR PLAN  
 1/8" = 1'-0"



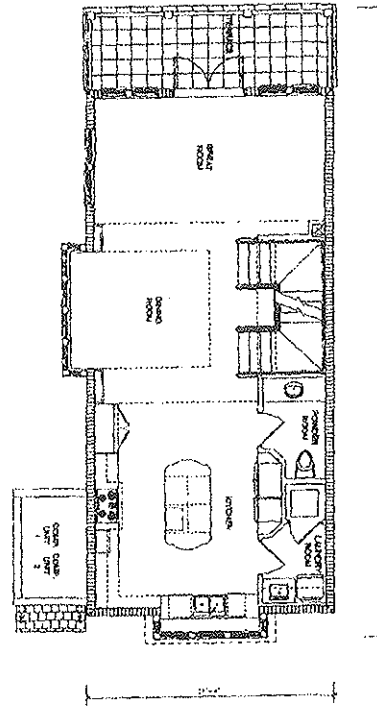
ROOF LEVEL  
 FLOOR PLAN  
 1/8" = 1'-0"



FIRST LEVEL  
 FLOOR PLAN  
 1/8" = 1'-0"



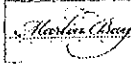
SECOND LEVEL  
 FLOOR PLAN  
 1/8" = 1'-0"



NO.	DESCRIPTION	AREA	PERCENTAGE	DATE	BY	REVISION
1	REVISION	25.42	100%	07/06/05	MB	1
2	REVISION	1.48	5.8%	07/06/05	MB	2
3	REVISION	1.48	5.8%	07/06/05	MB	3
4	REVISION	1.48	5.8%	07/06/05	MB	4
5	REVISION	1.48	5.8%	07/06/05	MB	5
6	REVISION	1.48	5.8%	07/06/05	MB	6
7	REVISION	1.48	5.8%	07/06/05	MB	7
8	REVISION	1.48	5.8%	07/06/05	MB	8
9	REVISION	1.48	5.8%	07/06/05	MB	9
10	REVISION	1.48	5.8%	07/06/05	MB	10
11	REVISION	1.48	5.8%	07/06/05	MB	11
12	REVISION	1.48	5.8%	07/06/05	MB	12
13	REVISION	1.48	5.8%	07/06/05	MB	13
14	REVISION	1.48	5.8%	07/06/05	MB	14
15	REVISION	1.48	5.8%	07/06/05	MB	15
16	REVISION	1.48	5.8%	07/06/05	MB	16
17	REVISION	1.48	5.8%	07/06/05	MB	17
18	REVISION	1.48	5.8%	07/06/05	MB	18
19	REVISION	1.48	5.8%	07/06/05	MB	19
20	REVISION	1.48	5.8%	07/06/05	MB	20
21	REVISION	1.48	5.8%	07/06/05	MB	21
22	REVISION	1.48	5.8%	07/06/05	MB	22
23	REVISION	1.48	5.8%	07/06/05	MB	23
24	REVISION	1.48	5.8%	07/06/05	MB	24
25	REVISION	1.48	5.8%	07/06/05	MB	25
26	REVISION	1.48	5.8%	07/06/05	MB	26
27	REVISION	1.48	5.8%	07/06/05	MB	27
28	REVISION	1.48	5.8%	07/06/05	MB	28
29	REVISION	1.48	5.8%	07/06/05	MB	29
30	REVISION	1.48	5.8%	07/06/05	MB	30
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32	REVISION	1.48	5.8%	07/06/05	MB	32
33	REVISION	1.48	5.8%	07/06/05	MB	33
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46	REVISION	1.48	5.8%	07/06/05	MB	46
47	REVISION	1.48	5.8%	07/06/05	MB	47
48	REVISION	1.48	5.8%	07/06/05	MB	48
49	REVISION	1.48	5.8%	07/06/05	MB	49
50	REVISION	1.48	5.8%	07/06/05	MB	50

FLOOR PLANS / ROOF PLAN

MARLIN BAY YACHT CLUB  
 UNIT F-1b



MICHAEL S. BROOK  
 ARCHITECT  
 1000 S. SANDOWA  
 MIAMI, FL 33134  
 (305) 351-1111  
 www.paulbrock.com

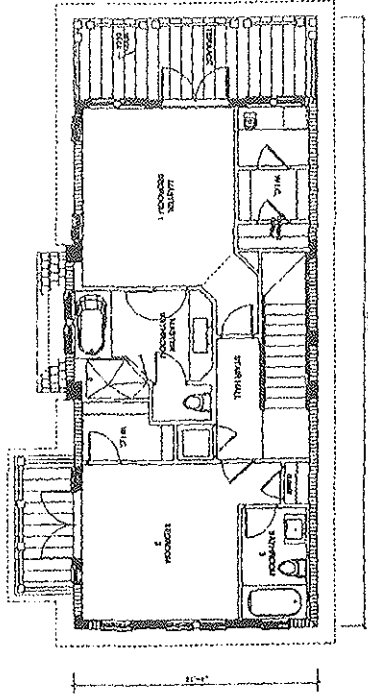


DATE	2/10/05
SCALE	AS SHOWN
PROJECT	MARLIN BAY YACHT CLUB UNIT F-1b
OWNER	MARLIN BAY YACHT CLUB
DESIGNED BY	MICHAEL S. BROOK
DRAWN BY	MICHAEL S. BROOK
CHECKED BY	MICHAEL S. BROOK
APPROVED BY	MICHAEL S. BROOK
DATE	2/10/05

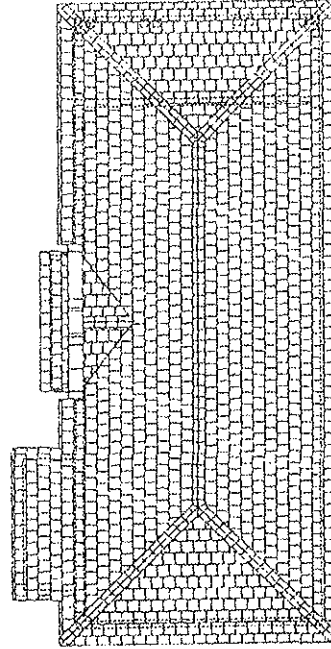
Doc# 1689736  
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*James J. Wood*  
 JUL 06 2005

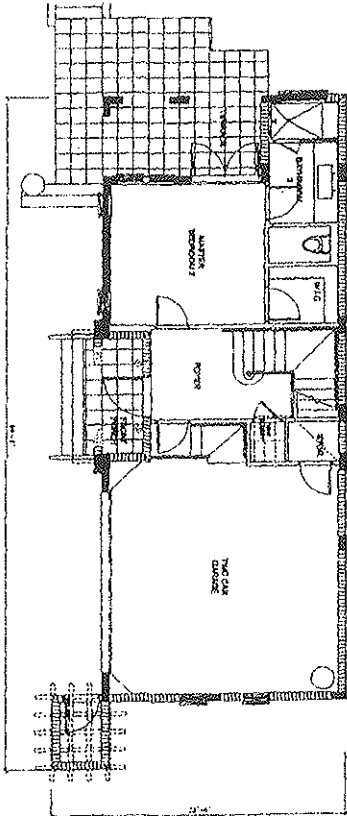
THIRD LEVEL FLOOR PLAN



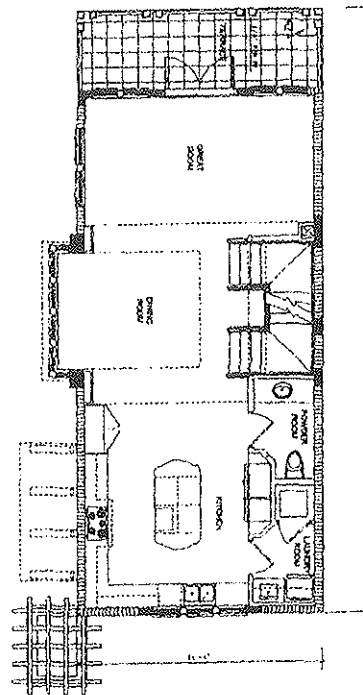
ROOF LEVEL FLOOR PLAN



FIRST LEVEL FLOOR PLAN



SECOND LEVEL FLOOR PLAN



NO.	DESCRIPTION	AREA	PERCENTAGE	DATE	REVISION	BY	CHKD.
1	AS SHOWN	1,150.00	100%	07/06/05			
2	REVISION	1,150.00	100%	07/06/05			
3	REVISION	1,150.00	100%	07/06/05			
4	REVISION	1,150.00	100%	07/06/05			
5	REVISION	1,150.00	100%	07/06/05			
6	REVISION	1,150.00	100%	07/06/05			
7	REVISION	1,150.00	100%	07/06/05			
8	REVISION	1,150.00	100%	07/06/05			
9	REVISION	1,150.00	100%	07/06/05			
10	REVISION	1,150.00	100%	07/06/05			

FLOOR PLANS / ROOF PLAN

MARLIN BAY YACHT CLUB  
 UNIT F-2a

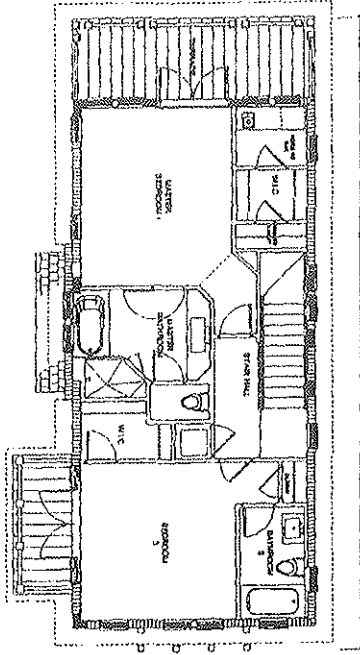


72  
 MARLIN BAY YACHT CLUB  
 1000 MARLIN BAY DRIVE  
 MARLIN BAY, FL 33154  
 (305) 993-1111

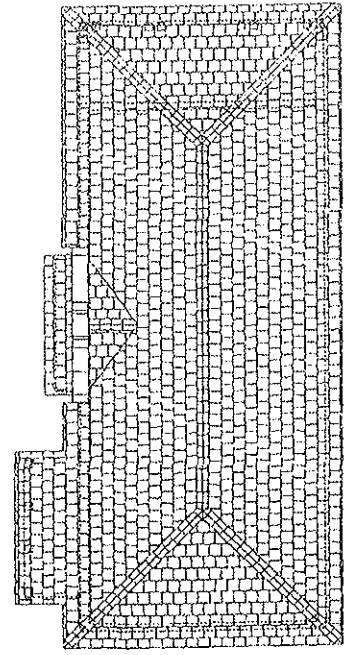


*Blue Book*  
 JUL 06 2005

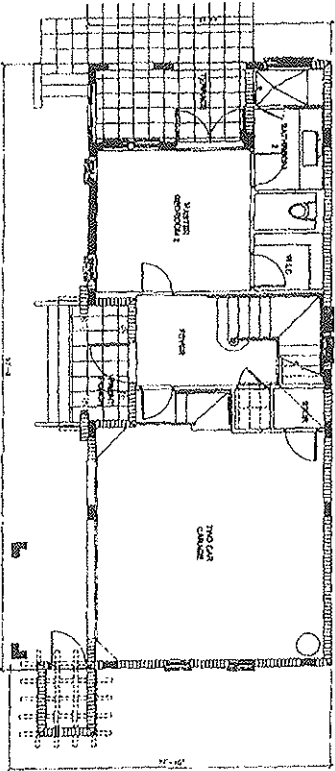
THIRD LEVEL  
 FLOOR PLAN  
 1/2" = 1'-0"



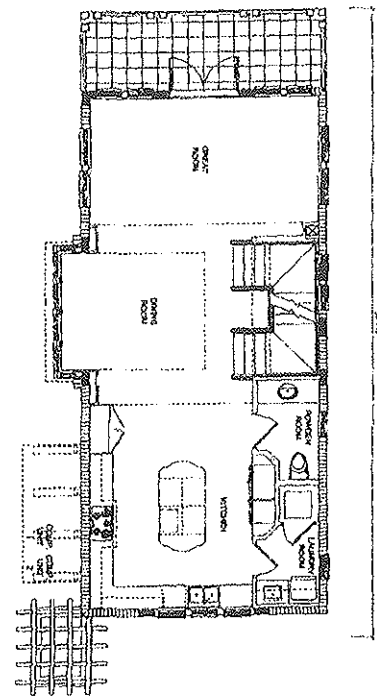
ROOF LEVEL  
 FLOOR PLAN  
 1/2" = 1'-0"



FIRST LEVEL  
 FLOOR PLAN  
 1/2" = 1'-0"



SECOND LEVEL  
 FLOOR PLAN  
 1/2" = 1'-0"

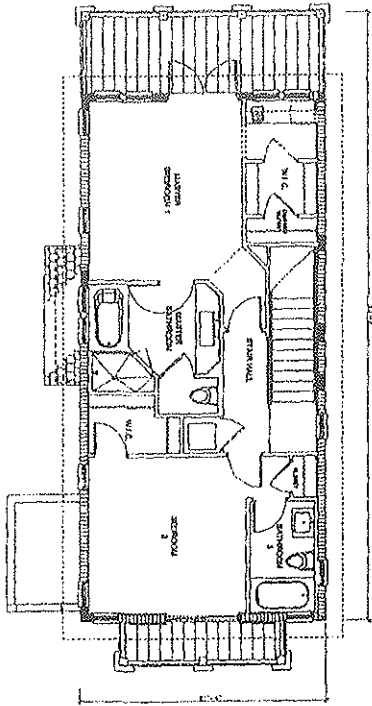


UNIT F-28  
 FLOOR PLANS

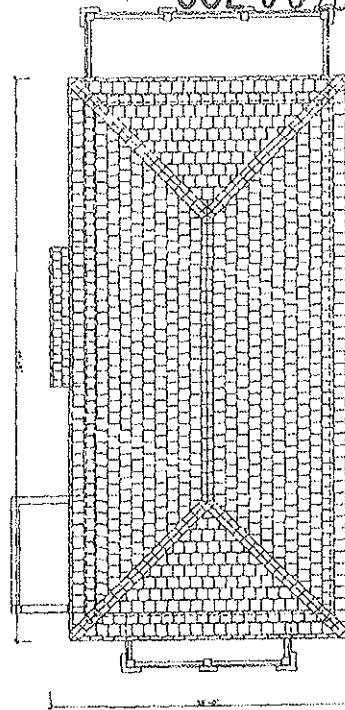
NO.	DESCRIPTION	AREA	FINISH	PRICE	DATE
1	UNIT F-28	1,200	CONCRETE	1,200	1/1/00
2	UNIT F-28	1,200	CONCRETE	1,200	1/1/00
3	UNIT F-28	1,200	CONCRETE	1,200	1/1/00
4	UNIT F-28	1,200	CONCRETE	1,200	1/1/00
5	UNIT F-28	1,200	CONCRETE	1,200	1/1/00
6	UNIT F-28	1,200	CONCRETE	1,200	1/1/00
7	UNIT F-28	1,200	CONCRETE	1,200	1/1/00
8	UNIT F-28	1,200	CONCRETE	1,200	1/1/00
9	UNIT F-28	1,200	CONCRETE	1,200	1/1/00
10	UNIT F-28	1,200	CONCRETE	1,200	1/1/00

*Blue Book*  
 JUL 06 2005

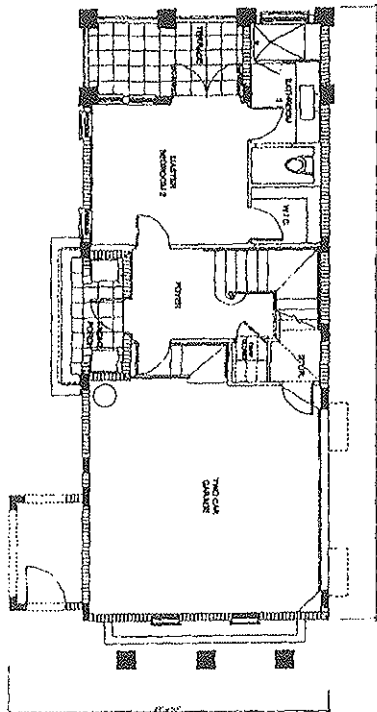
THIRD LEVEL  
 FLOOR PLAN



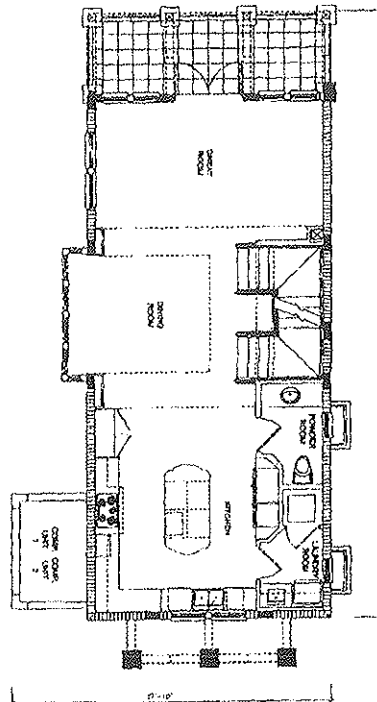
ROOF LEVEL  
 FLOOR PLAN



FIRST LEVEL  
 FLOOR PLAN



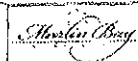
SECOND LEVEL  
 FLOOR PLAN



NO.	DESCRIPTION	AREA	PERCENT	REMARKS	DATE
1	CLIPPING	10.00	10.00		10/14/04
2	WALLING	10.00	10.00		10/14/04
3	ROOFING	10.00	10.00		10/14/04
4	MECHANICAL	10.00	10.00		10/14/04
5	PAINTING	10.00	10.00		10/14/04
6	LANDSCAPING	10.00	10.00		10/14/04
7	OTHER	10.00	10.00		10/14/04
8	TOTAL	100.00	100.00		10/14/04

FLOOR PLANS / ROOF PLAN

MARLIN BAY YACHT CLUB  
 UNIT F-3



NICHOLS  
 BRONKH  
 SANDOZ

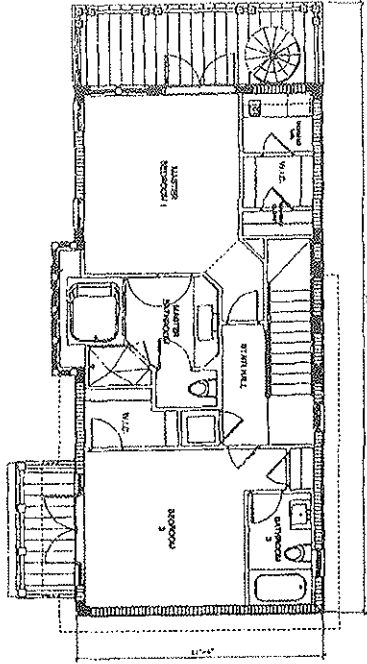


A-F-3.10	2310
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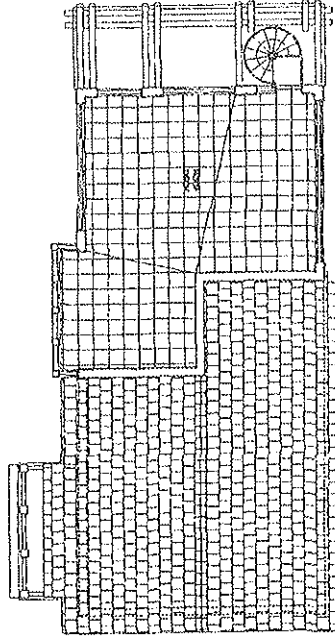
Doc# 1689736  
 Bk# 2354 Pg# 1323

*Handwritten Signature*  
 JUL 06 2005

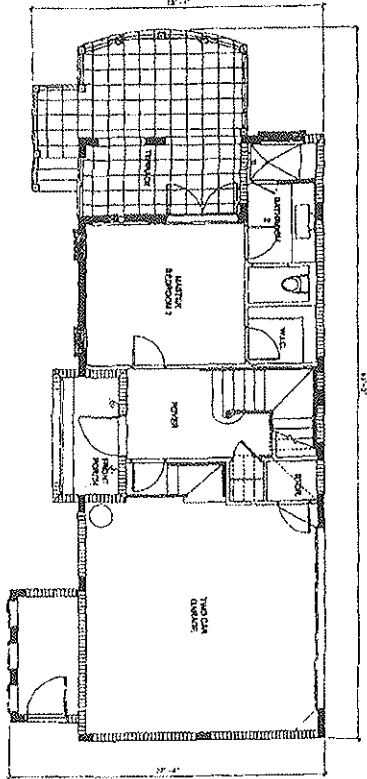
THIRD LEVEL FLOOR PLAN



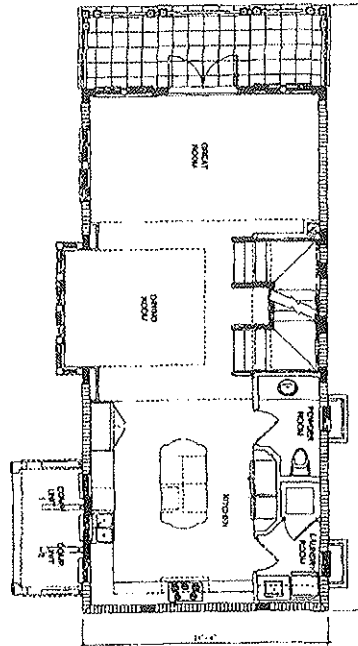
ROOF LEVEL FLOOR PLAN



FIRST LEVEL FLOOR PLAN



SECOND LEVEL FLOOR PLAN



ALL DIMENSIONS											
	NET	COMMON	NET	COMMON	NET	COMMON	NET	COMMON	NET	COMMON	TOTAL
DESCRIPTION	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA
VARIABLE	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
FIXTURE	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
STAIRS	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
WALLS	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
CEILING	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
FLOOR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
MECHANICAL	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
PAINT	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
GLASS	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
OTHER	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
TOTAL	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00

FLOOR PLANS / ROOF PLAN

MARLIN BAY YACHT CLUB  
 UNIT F-4

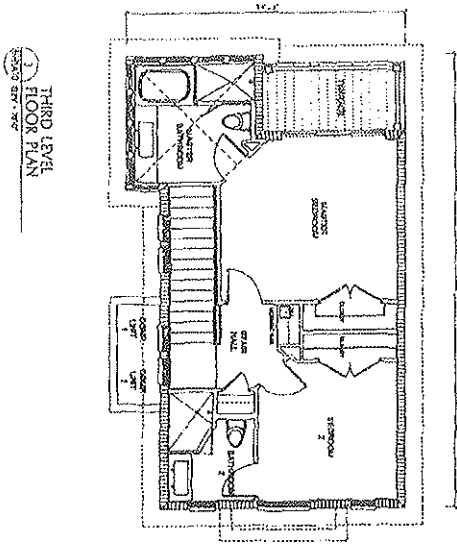
*Marlin Bay*  
 NICHOL S. BRONSKI  
 SANDRA A. SANDOVA  
 ARCHITECTS

DATE	2005
SCALE	AS SHOWN
PROJECT	MARLIN BAY YACHT CLUB UNIT F-4
CLIENT	MARLIN BAY YACHT CLUB
NO.	A-F4.0

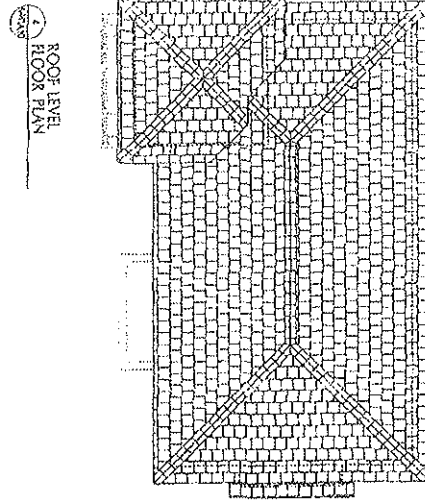
Doc# 1689736  
 Bk# 2354 P# 1324

*Blue Book*

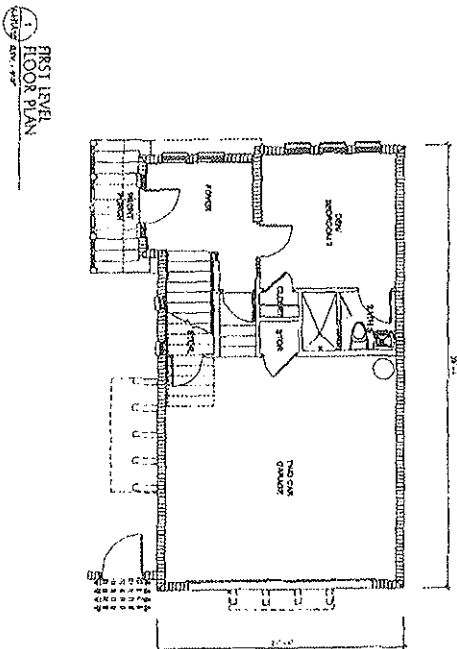
JUL 06 2005



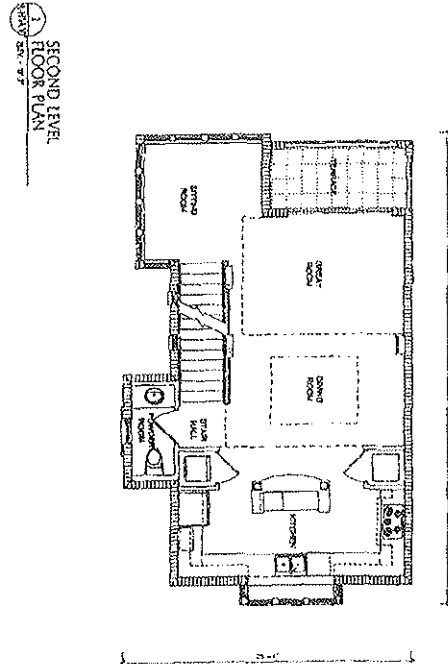
1  
 THIRD LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



1  
 ROOF LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



1  
 FIRST LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



1  
 SECOND LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"

ROOM	AREA	PERMITS	REVISIONS	DATE	BY
1ST FLOOR	300.00	21.00	480.00	11.00	2004
2ND FLOOR	300.00	21.00	480.00	11.00	2004
3RD FLOOR	300.00	21.00	480.00	11.00	2004
TOTAL	900.00	63.00	1440.00	33.00	2004

UNIT "H-1A" - FLOOR PLANS

SCALE: 1/8" = 1'-0"

MARLIN BAY YACHT CLUB  
 UNIT "H-1A"

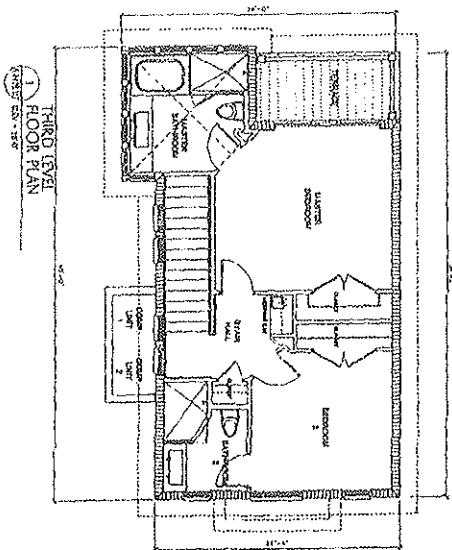


ROCKWELL  
 SUTCHER  
 ARCHITECTS  
 1000 W. 10th Ave.  
 Anchorage, AK 99501  
 Phone: 907.561.1111  
 Fax: 907.561.1112  
 Email: info@rockwellsutcher.com

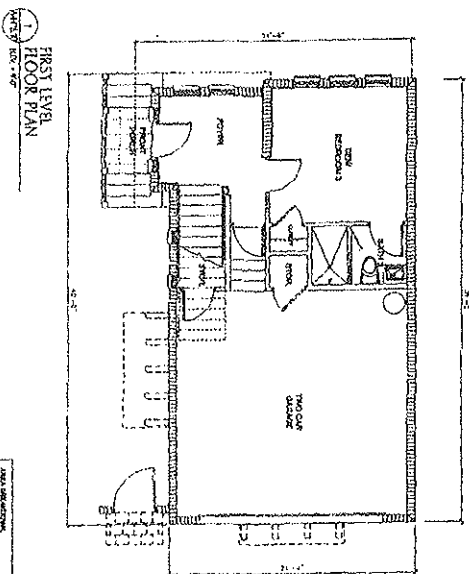
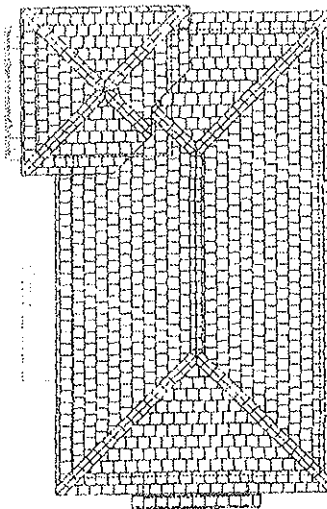


Deck 1689736  
Bkk 2354 Pg# 1325

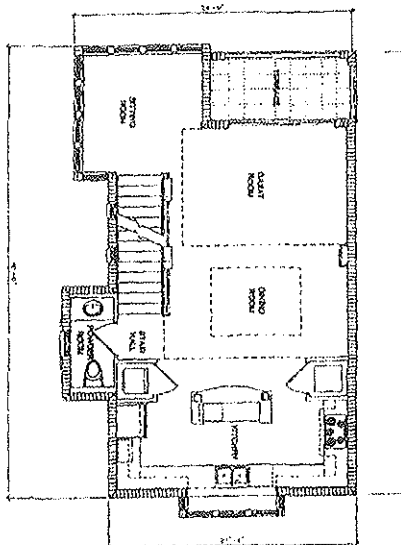
*Paul Smith*  
JUL 06 2005



**ROOF LEVEL FLOOR PLAN**



**SECOND LEVEL FLOOR PLAN**

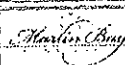


UNIT "H1-B" - FLOOR PLANS

AREA DESCRIPTION	FINISH	NO. SCHED.	NO. PARTS	NO. SCHED.	NO. PARTS	NO. SCHED.	NO. PARTS	NO. SCHED.	NO. PARTS	NO. SCHED.	NO. PARTS	NO. SCHED.	NO. PARTS
FLOORING		1	1	1	1	1	1	1	1	1	1	1	1
WALLS		1	1	1	1	1	1	1	1	1	1	1	1
CEILING		1	1	1	1	1	1	1	1	1	1	1	1
DOORS		1	1	1	1	1	1	1	1	1	1	1	1
WINDOWS		1	1	1	1	1	1	1	1	1	1	1	1
STAIRS		1	1	1	1	1	1	1	1	1	1	1	1
MECHANICAL		1	1	1	1	1	1	1	1	1	1	1	1
PLUMBING		1	1	1	1	1	1	1	1	1	1	1	1
ELECTRICAL		1	1	1	1	1	1	1	1	1	1	1	1
PAINT		1	1	1	1	1	1	1	1	1	1	1	1
LANDSCAPE		1	1	1	1	1	1	1	1	1	1	1	1
TOTAL		12	12	12	12	12	12	12	12	12	12	12	12

ZONE: NE 30

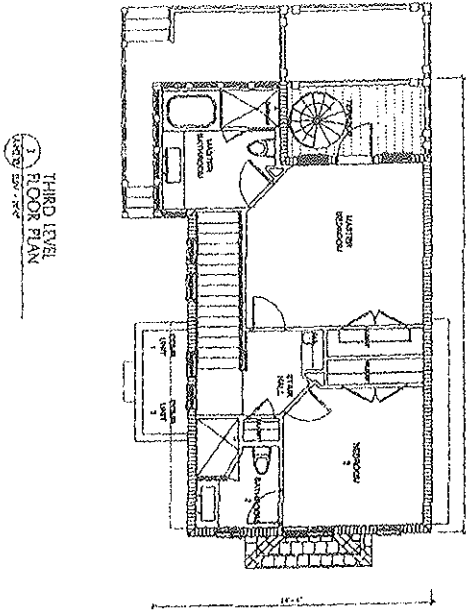
**MARLIN BAY YACHT CLUB  
UNIT "H1-B"**



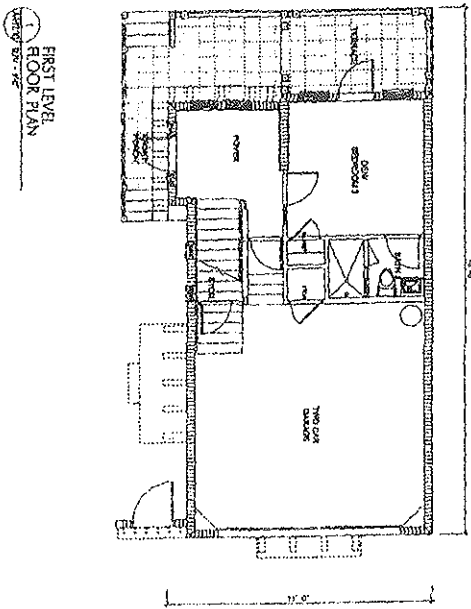
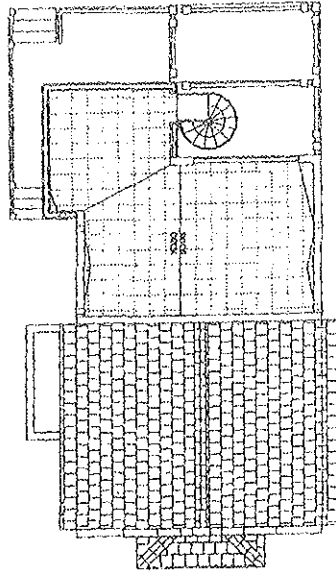
NICHOLS  
BROSCH  
SANDWAL



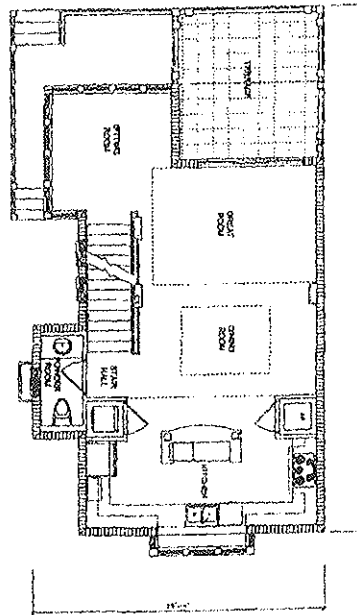
*Handwritten Signature*  
JUL 06 2015



THIRD LEVEL FLOOR PLAN



FIRST LEVEL FLOOR PLAN

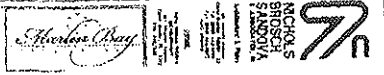


NO.	DESCRIPTION	AREA	PERCENT	TOTAL
1	FLOOR	1,234.56	100%	1,234.56
2	CEILING	1,234.56	100%	1,234.56
3	WALLS	1,234.56	100%	1,234.56
4	DOORS	1,234.56	100%	1,234.56
5	WINDOWS	1,234.56	100%	1,234.56
6	STAIRS	1,234.56	100%	1,234.56
7	BATH	1,234.56	100%	1,234.56
8	KITCHEN	1,234.56	100%	1,234.56
9	LIVING ROOM	1,234.56	100%	1,234.56
10	BED ROOM	1,234.56	100%	1,234.56
11	TOTAL	1,234.56	100%	1,234.56

ZONE 1E 00

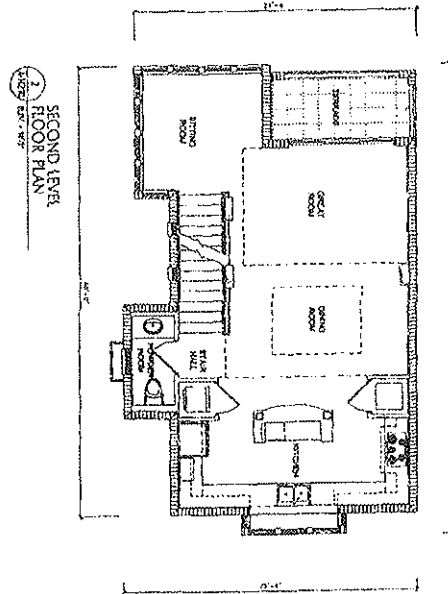
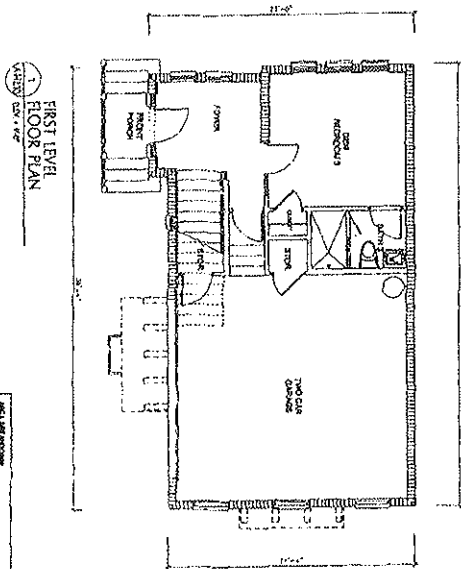
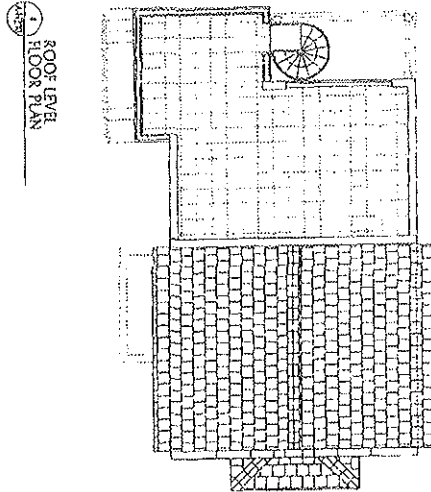
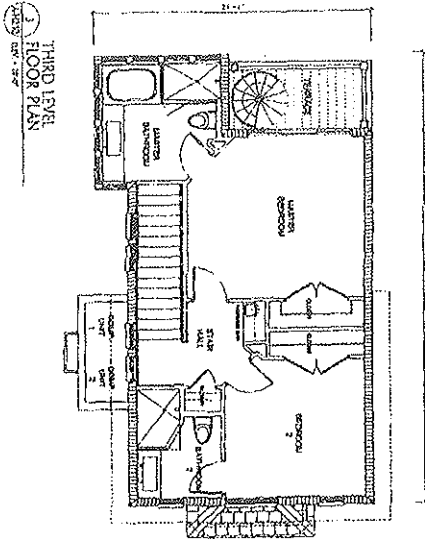
FLOOR PLANS / ROOF PLAN

MARLIN BAY YACHT CLUB  
UNIT H-2



*Blue Book*  
 JUL 06 2005

Deck 1689736  
 Bk# 2354 Pgs 1327



UNIT "H-3A" - FLOOR PLANS  
 ZONE VE 34C

NET LIVING AREA		GROSS AREA		TOTAL AREA	
TYPE	AREA	TYPE	AREA	TYPE	AREA
Living	1,200	Living	1,200	Living	1,200
Dining	400	Dining	400	Dining	400
Kitchen	300	Kitchen	300	Kitchen	300
Bedroom	1,000	Bedroom	1,000	Bedroom	1,000
Bathroom	200	Bathroom	200	Bathroom	200
Staircase	100	Staircase	100	Staircase	100
Deck	1,000	Deck	1,000	Deck	1,000
Other	0	Other	0	Other	0
<b>TOTAL</b>	<b>4,200</b>	<b>TOTAL</b>	<b>4,200</b>	<b>TOTAL</b>	<b>4,200</b>

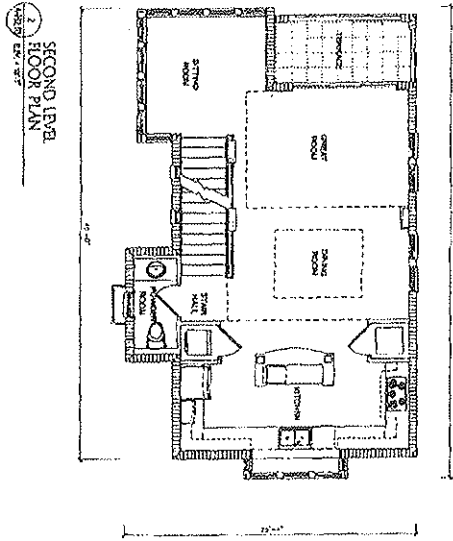
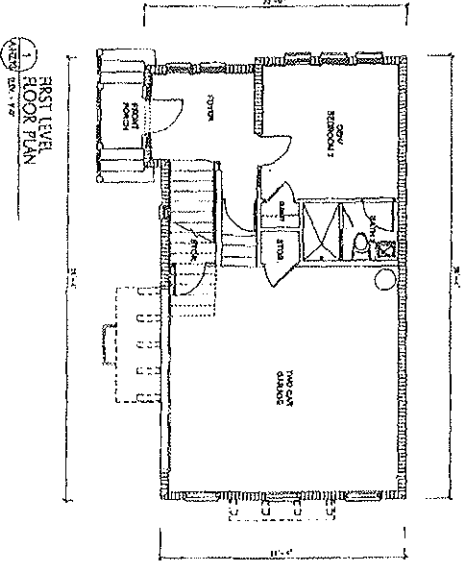
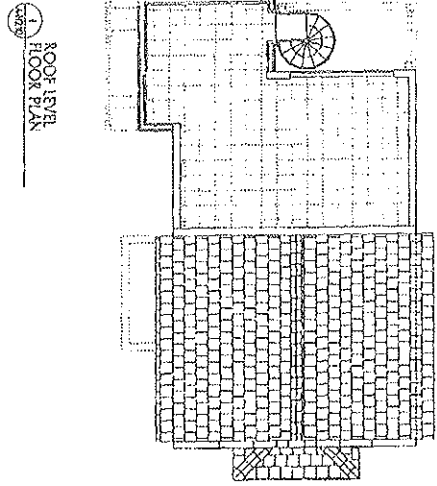
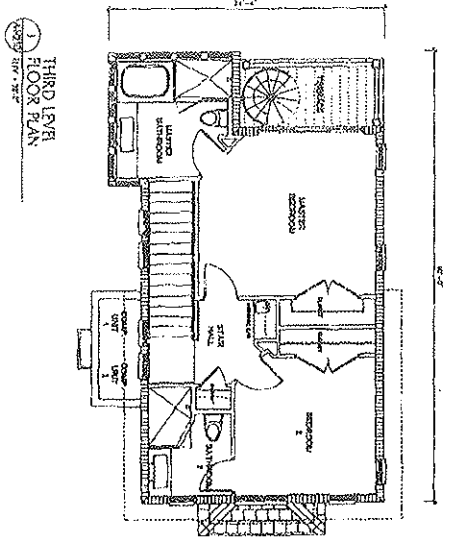
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MARLIN BAY YACHT CLUB  
 UNIT "H-3A"

*Marlin Bay*  
 NICHOLS  
 BRISCH  
 SANDOZ

*Blue Book*  
 JUL 06 2005

Doc# 1689736  
 Bk# 2354 Pg# 1328



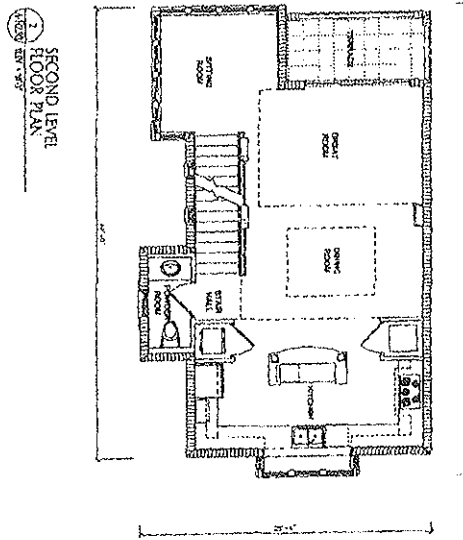
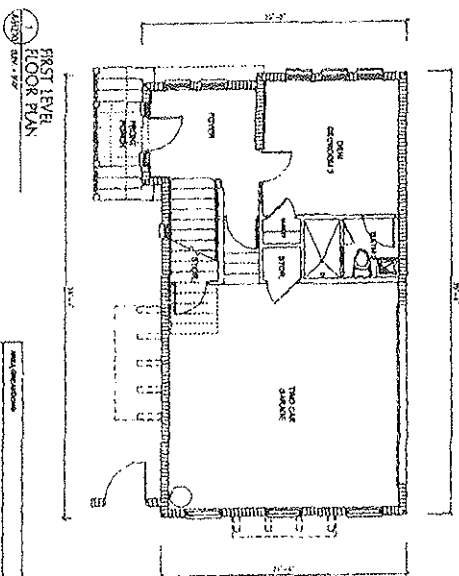
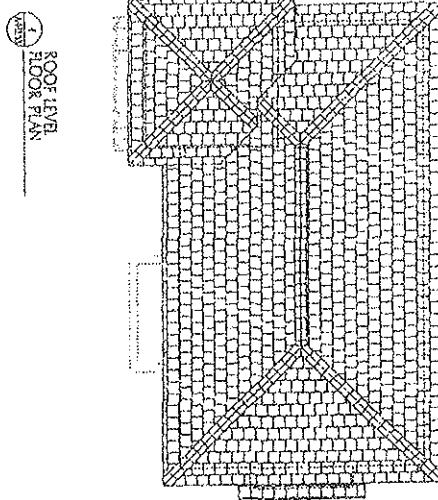
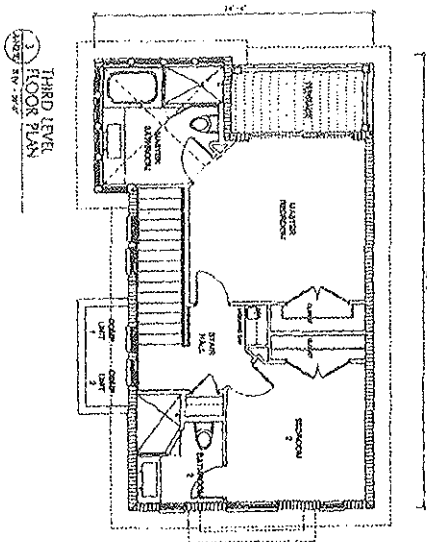
UNIT "H-3B" - FLOOR PLANS

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE	REMARKS
1	Living Room	1,200	25%	
2	Kitchen	800	17%	
3	Bathroom	400	9%	
4	Bedroom	1,000	22%	
5	Staircase	200	4%	
6	Other	400	9%	
TOTAL		4,800	100%	



*James Brook*  
 JUL 06 2005

Doc# 1689736  
 Bk# 2354 Pg# 1329



UNIT "H-4" - FLOOR PLANS		ZONES: VET LIO	
STAIR	28.00	STAIR	28.00
HALL	12.00	HALL	12.00
BATH	10.00	BATH	10.00
KITCHEN	12.00	KITCHEN	12.00
DINING	12.00	DINING	12.00
LIVING	28.00	LIVING	28.00
BEDROOM	12.00	BEDROOM	12.00
CLOSET	4.00	CLOSET	4.00
TERRACE	4.00	TERRACE	4.00
PORCH	4.00	PORCH	4.00
ENTRY	4.00	ENTRY	4.00
STORAGE	4.00	STORAGE	4.00
W.C.	4.00	W.C.	4.00
LAUNDRY	4.00	LAUNDRY	4.00
REAR PORCH	4.00	REAR PORCH	4.00
FRONT PORCH	4.00	FRONT PORCH	4.00
TOTAL	128.00	TOTAL	128.00

UNIT "H-4" - FLOOR PLANS

**MARLIN BAY YACHT CLUB**  
 UNIT "H-4"

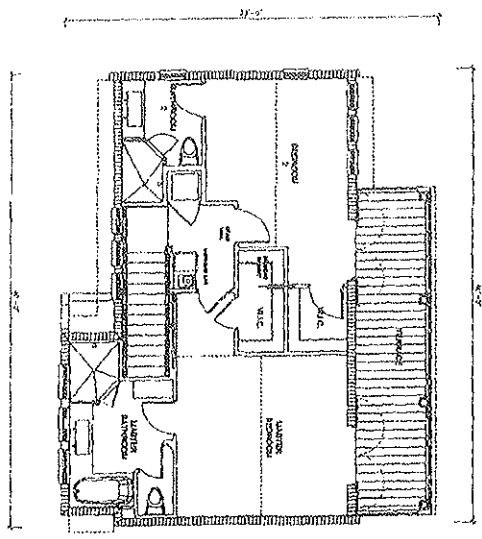
*Charles Bray*  
 ARCHITECTS  
 SANDWICH ISLANDS

DATE	2005
PROJECT	MARLIN BAY YACHT CLUB
UNIT	UNIT "H-4"
SCALE	AS SHOWN
BY	JAMES BROOK
CHECKED	MICHAEL SANDWICH
DATE	2005

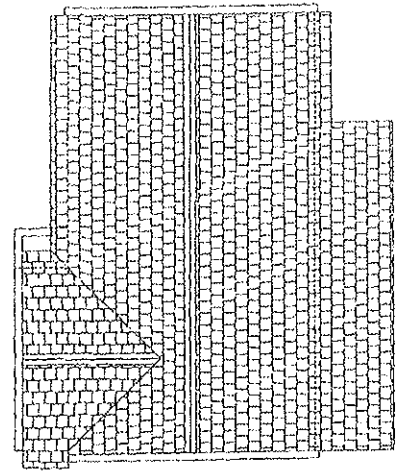
Doc# 1689736  
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*Paul Brook*  
 JUL 06 2005

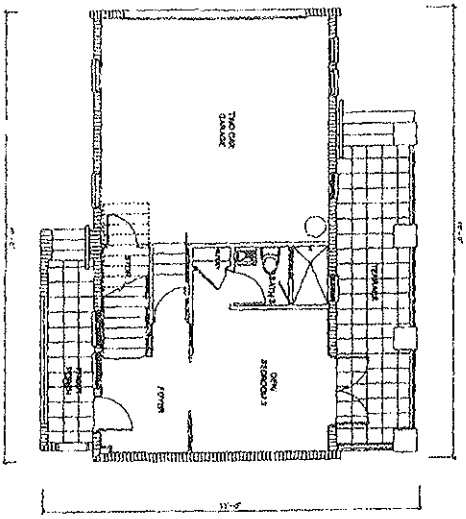
3  
 THIRD LEVEL  
 FLOOR PLAN



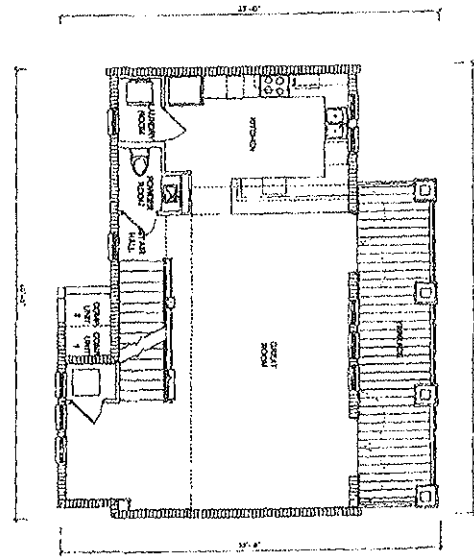
4  
 ROOF LEVEL  
 FLOOR PLAN



1  
 FIRST LEVEL  
 FLOOR PLAN



2  
 SECOND LEVEL  
 FLOOR PLAN



NO.	DESCRIPTION	AREA	PERCENT	DATE	BY	TOTAL
1	LAUNDRY	100	100%	1/01/05	1/01/05	100
2	STORAGE	100	100%	1/01/05	1/01/05	100
3	UTILITY	100	100%	1/01/05	1/01/05	100
4	STORAGE	100	100%	1/01/05	1/01/05	100
5	STORAGE	100	100%	1/01/05	1/01/05	100
6	STORAGE	100	100%	1/01/05	1/01/05	100
7	STORAGE	100	100%	1/01/05	1/01/05	100
8	STORAGE	100	100%	1/01/05	1/01/05	100
9	STORAGE	100	100%	1/01/05	1/01/05	100
10	STORAGE	100	100%	1/01/05	1/01/05	100
11	STORAGE	100	100%	1/01/05	1/01/05	100
12	STORAGE	100	100%	1/01/05	1/01/05	100
13	STORAGE	100	100%	1/01/05	1/01/05	100
14	STORAGE	100	100%	1/01/05	1/01/05	100
15	STORAGE	100	100%	1/01/05	1/01/05	100
16	STORAGE	100	100%	1/01/05	1/01/05	100
17	STORAGE	100	100%	1/01/05	1/01/05	100
18	STORAGE	100	100%	1/01/05	1/01/05	100
19	STORAGE	100	100%	1/01/05	1/01/05	100
20	STORAGE	100	100%	1/01/05	1/01/05	100
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22	STORAGE	100	100%	1/01/05	1/01/05	100
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UNIT "1-2" - FLOOR PLANS  
 DATE: 7-1-05

MARLIN BAY YACHT CLUB  
 UNIT "1-2"

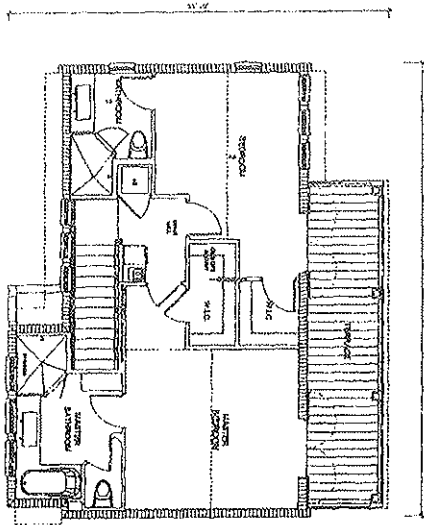
*Marlin Bay*  
 NICHOLS  
 BROSCH  
 SANDOVAL  
 70

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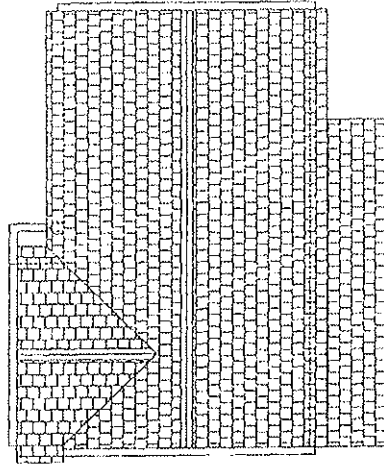
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 Bk# 2354 P# 1331

*Blue Brook*  
 JUL 06 2005

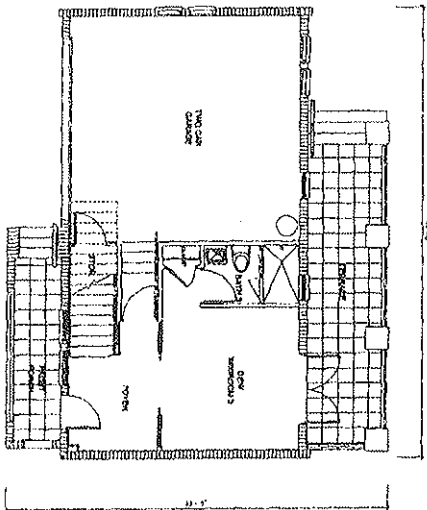
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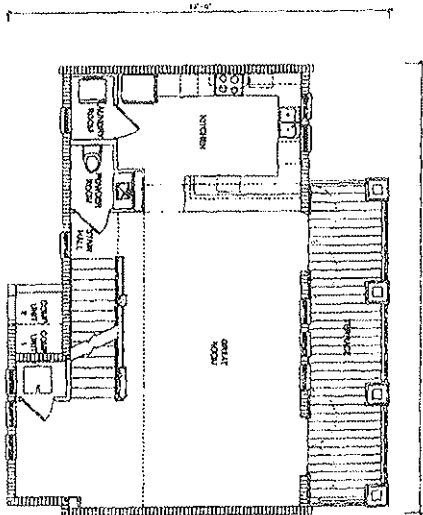
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 ROOF LEVEL  
 FLOOR PLAN



1  
 FIRST LEVEL  
 FLOOR PLAN



1  
 SECOND LEVEL  
 FLOOR PLAN



NO.	DESCRIPTION	DATE	BY	REVISION
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98	...	...	...	...
99	...	...	...	...
100	...	...	...	...

UNIT "I-A" - FLOOR PLANS

MARLIN BAY YACHT CLUB  
 UNIT "I-A"



NICHOLS  
 BRIDGES  
 SANDOZ  
 ARCHITECTS

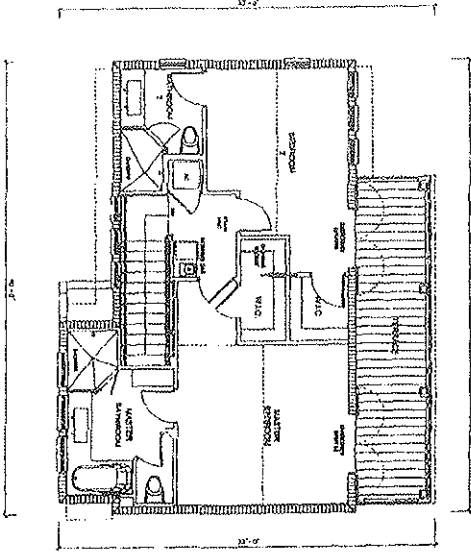


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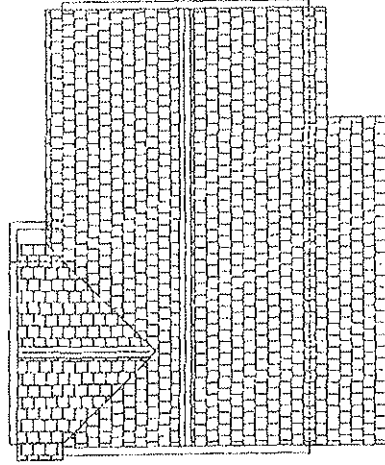
*David Brook*

JUL 06 2005

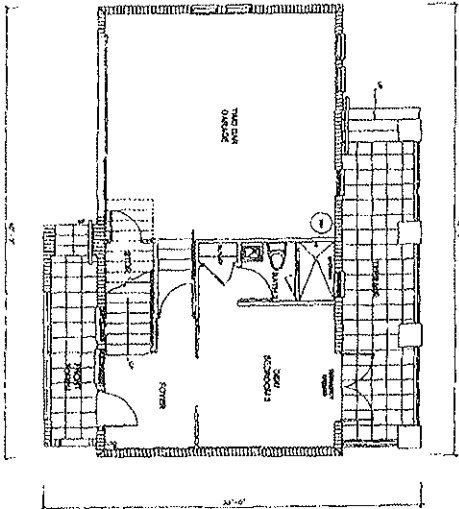
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 THIRD LEVEL  
 FLOOR PLAN  
 25'-0" 25'-0"



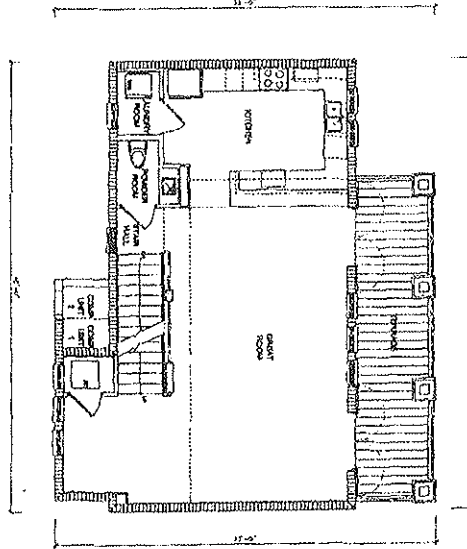
4  
 ROOF LEVEL  
 FLOOR PLAN  
 25'-0" 25'-0"



1  
 FIRST LEVEL  
 FLOOR PLAN  
 25'-0" 25'-0"



2  
 SECOND LEVEL  
 FLOOR PLAN  
 25'-0" 25'-0"



UNIT "1B" - FLOOR PLANS  
 SCALE: 1/8" = 1'-0"

NO.	DESCRIPTION	STATUS	DATE	BY	REVISION
1	AS SHOWN	ISSUED	07/06/05	DA	1.0

MARLIN BAY YACHT CLUB  
 UNIT "1B"



NICHOL S  
 BROSKA  
 SANDOZA



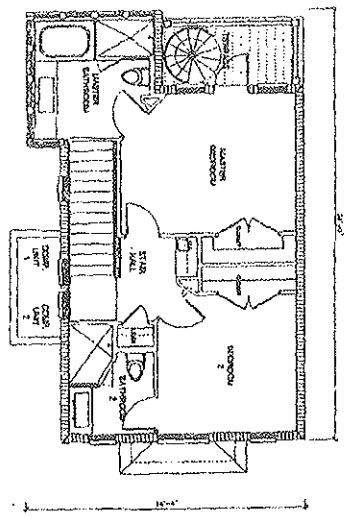
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2310

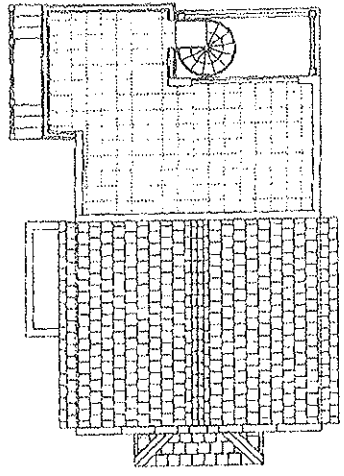
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*Handwritten Signature*  
 JUL 06 2005

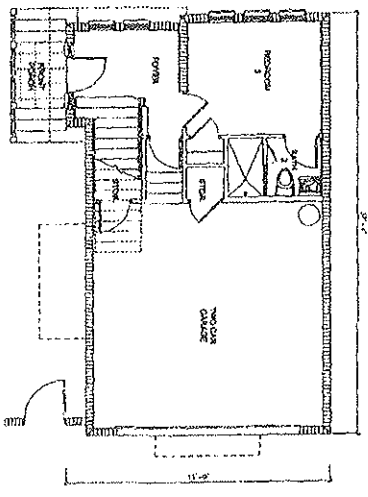
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 FLOOR PLAN



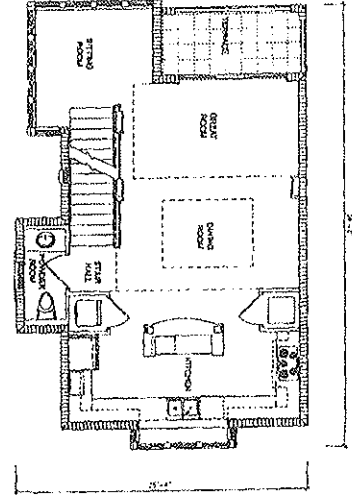
ROOF LEVEL  
 FLOOR PLAN



FIRST LEVEL  
 FLOOR PLAN



SECOND LEVEL  
 FLOOR PLAN



NO.	DESCRIPTION	AREA	PERCENT	DATE	REVISION
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2	REVISION				
3	REVISION				
4	REVISION				
5	REVISION				
6	REVISION				
7	REVISION				
8	REVISION				
9	REVISION				
10	REVISION				

UNIT "K" - FLOOR PLANS

MARLIN BAY YACHT CLUB  
 UNIT "K"



MICHAEL S. PROSSER  
 ARCHITECT  
 720

A-K-10

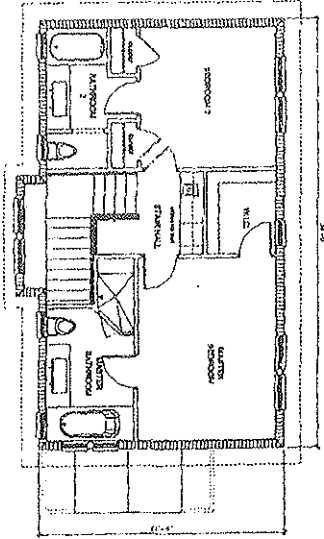
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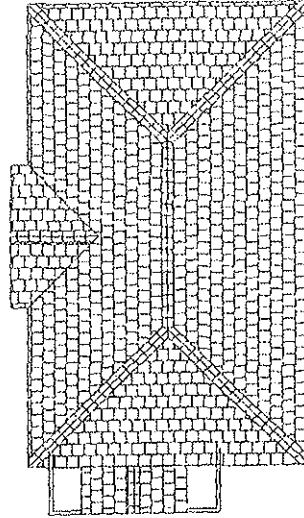
*Paul Brock*

JUL 06 2005

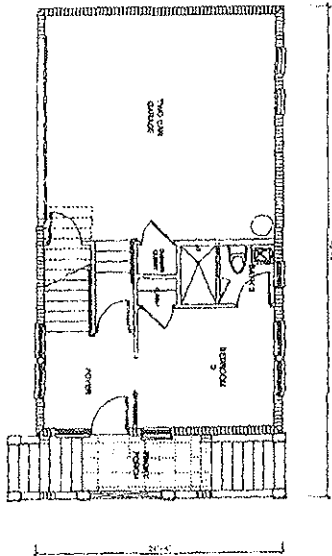
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 FLOOR PLAN



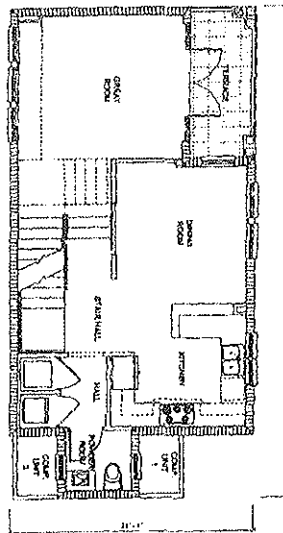
1  
 ROOF LEVEL  
 FLOOR PLAN



1  
 FIRST LEVEL  
 FLOOR PLAN



2  
 SECOND LEVEL  
 FLOOR PLAN



UNIT 1-2 - FLOOR PLANS

AREA DESCRIPTION		SCHEDULE		FINISHES		NOTES	
NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION
1	FLOOR	101	CONCRETE	101	CONCRETE	101	CONCRETE
2	CEILING	201	AC	201	AC	201	AC
3	WALLS	301	PLASTER	301	PLASTER	301	PLASTER
4	DOORS	401	WOOD	401	WOOD	401	WOOD
5	WINDOWS	501	WOOD	501	WOOD	501	WOOD
6	STAIRS	601	WOOD	601	WOOD	601	WOOD
7	BATHS	701	WOOD	701	WOOD	701	WOOD
8	KITCHENS	801	WOOD	801	WOOD	801	WOOD
9	BREAK ROOMS	901	WOOD	901	WOOD	901	WOOD
10	STORAGE	1001	WOOD	1001	WOOD	1001	WOOD
11	HALLS	1101	WOOD	1101	WOOD	1101	WOOD
12	STAIRWELLS	1201	WOOD	1201	WOOD	1201	WOOD
13	CLUB	1301	WOOD	1301	WOOD	1301	WOOD
14	TOTAL	1401	WOOD	1401	WOOD	1401	WOOD

MARLIN BAY YACHT CLUB  
 UNIT "L-2"

*Marlin Bay*

RECHOS & BROSOCH SANDOZ



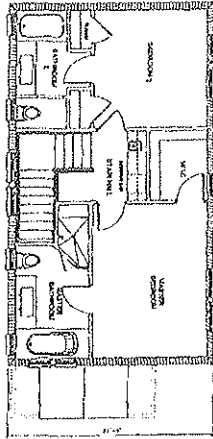
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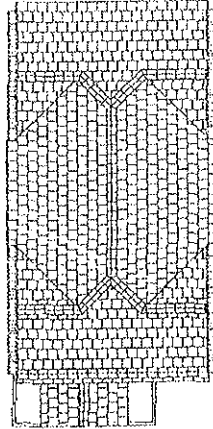
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*Paul Brock*  
 JUL 06 2005

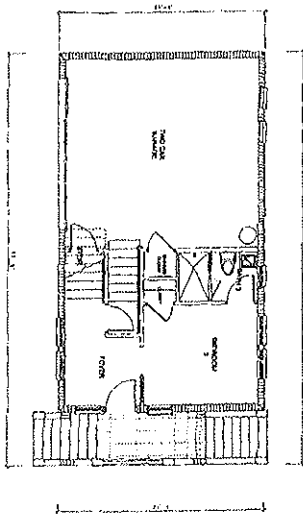
THIRD FLOOR  
 FLOOR PLAN



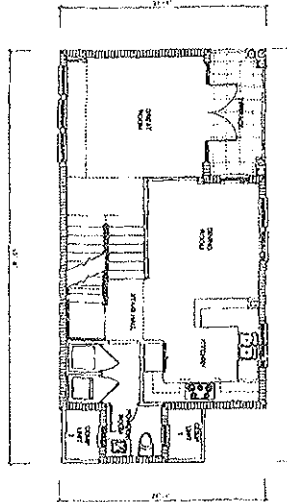
ROOF 1/2R  
 FLOOR PLAN



FIRST FLOOR  
 FLOOR PLAN



SECOND FLOOR  
 FLOOR PLAN



UNIT "L-1A" - FLOOR PLANS

Room	Area	Volume	Notes
Living	1200	3600	
Dining	800	2400	
Kitchen	600	1800	
Bath	400	1200	
Bedroom	1000	3000	
Staircase	200	600	
Corridor	300	900	
Storage	100	300	
Other	100	300	
<b>Total</b>	<b>4700</b>	<b>14100</b>	

1-13-10	
2113	

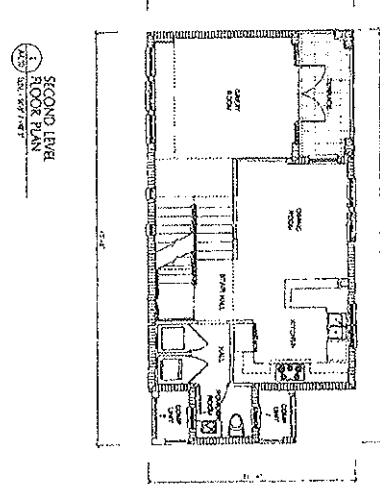
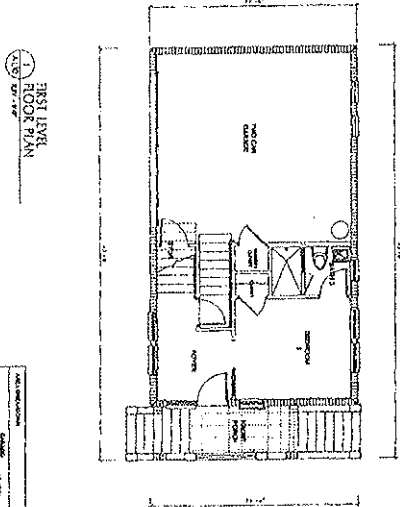
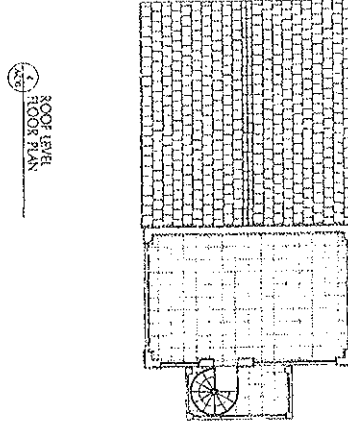
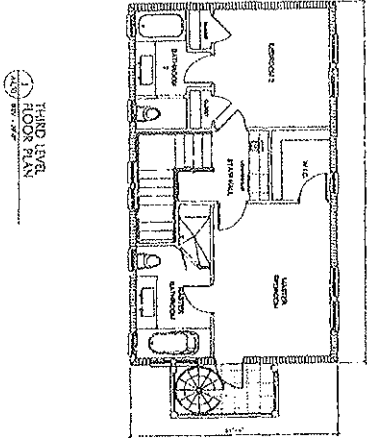
MARLIN BAY YACHT CLUB  
 UNIT "L-1A"

*Marlin Bay*  
 MARLIN BAY YACHT CLUB  
 1000 MARLIN BAY DRIVE  
 WEST PALM BEACH, FL 33411  
 (561) 833-1234  
 FAX (561) 833-1235  
 WWW.MARLINBAYYACHTCLUB.COM



Doc# 1688736  
 Bk# 2354 Pg# 1336

*Hand Book*  
 JUL 06 2005



UNIT "L-3" - FLOOR PLANS

Room	Area	Volume	Notes
Living Area	1,200 sq. ft.	1,200 cu. ft.	
Bedroom	800 sq. ft.	800 cu. ft.	
Bathroom	400 sq. ft.	400 cu. ft.	
Kitchen	600 sq. ft.	600 cu. ft.	
Staircase	200 sq. ft.	200 cu. ft.	
Storage	300 sq. ft.	300 cu. ft.	
Other	100 sq. ft.	100 cu. ft.	
<b>TOTAL</b>	<b>3,500 sq. ft.</b>	<b>3,500 cu. ft.</b>	

ALL S.D.

**MARLIN BAY YACHT CLUB**  
 UNIT "L-1B"

*Marlin Bay*

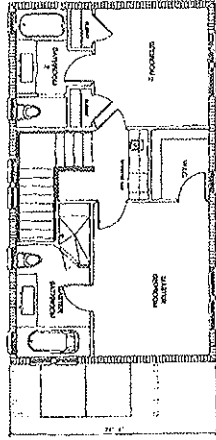
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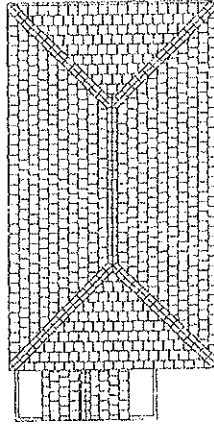
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 Bk# 2354 Pg# 1337

*David Brown*  
 JUL 06 2005

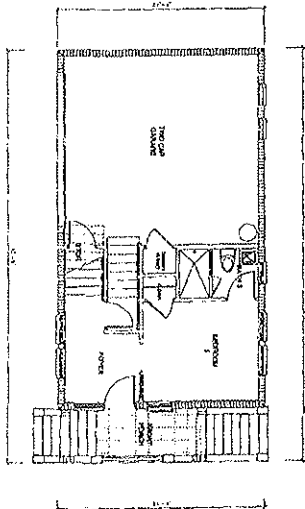
THIRD FLOOR FLOOR PLAN



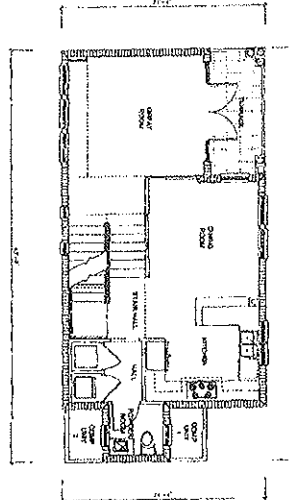
FIRST FLOOR FLOOR PLAN



SECOND FLOOR FLOOR PLAN



THIRD FLOOR FLOOR PLAN



UNIT "L-1C" - FLOOR PLANS

NO.	DESCRIPTION	AREA	PERCENT	DATE
1	REVISION			
2	REVISION			
3	REVISION			
4	REVISION			
5	REVISION			
6	REVISION			
7	REVISION			
8	REVISION			
9	REVISION			
10	REVISION			

MARLIN BAY YACHT CLUB  
 UNIT "L-1C"

*Marlin Bay*

ARCHITECTS  
 1000 S. SANDHILL  
 SUITE 100  
 SAN ANTONIO, TX 78205  
 (214) 343-1111

Doc# 1689736  
Bk# 2354 Pg# 1338

EXHIBIT B

Marlin Bay Yacht Club Conceptual Site Plan  
(see attached)

# Marlin Bay Approved Site Plan

Doc# 1689736  
Bk# 2354 Pg# 1339

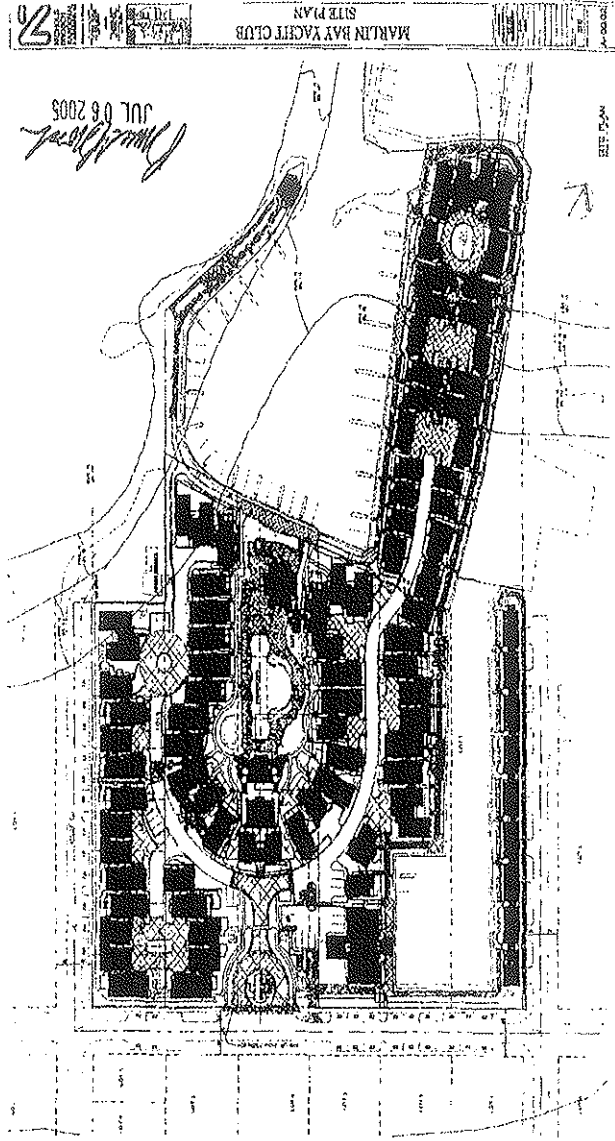


EXHIBIT C

**Legal Description of Marlin Bay Yacht Club Property**

Block 6 Lots 1 Thru 5 & The N 100' Of The S 430' Of Lot 6 And Adjacent Filled Bay  
Bottom Marathon Beach Sub Pb2-16 And Block 2 Lots 1 Thru 6 Amended Plat Of Yacht  
Basin Tracts Re # 00337010-000000.

Doc# 1689736  
Bk# 2354 Pg# 1341

EXHIBIT D

Marlin Bay Yacht Club Site Data Sheet  
(see attached)

*Handwritten Signature*

JUL 06 2005

**LOCAL DESCRIPTION**  
SUBJECT SITE: The subject site consists of two parcels. Parcel 1, located at the corner of 1st St. and 1st Ave., is 4.27 acres of vacant land. Parcel 2, located at 1st St. and 2nd Ave., is 2.00 acres of vacant land. The subject site is currently zoned R-1 (Residential Single-Family). The proposed project consists of the construction of a new 100-unit apartment building. The building will be a three-story structure with a total floor area of approximately 150,000 square feet. The building will include a mix of unit types, including studios, one-bedroom units, and two-bedroom units. The building will also include a parking garage with 100 parking spaces. The building will be constructed in accordance with the City of Baltimore's building code and will be required to meet all applicable zoning regulations. The project is being developed by [Redacted Name].

**INDEX OF DRAWINGS**  
Drawing No. | Description  
1 | Plot Plan  
2 | Site Plan  
3 | Floor Plans  
4 | Section Views  
5 | Elevation Views  
6 | Utility Plans  
7 | Mechanical Plans  
8 | Electrical Plans  
9 | Plumbing Plans  
10 | Other Documents

**FLOOD INFORMATION**  
Flood Hazard: 100-Year Flood, 500-Year Flood  
Flood Elevation: 10.5 feet above datum  
Flood Hazard Zone: V-2  
Flood Hazard Category: 100-Year Flood

**LAND USE ANALYSIS**

Use	Area (sq ft)	Description
Residential	150,000	Apartment Units
Commercial	0	None
Industrial	0	None

**PHASE I**

Lot No.	Area (sq ft)	Use
1	10,000	Residential
2	10,000	Residential
3	10,000	Residential

**PHASE II**

Lot No.	Area (sq ft)	Use
4	10,000	Residential
5	10,000	Residential
6	10,000	Residential

**PHASE III**

Lot No.	Area (sq ft)	Use
7	10,000	Residential
8	10,000	Residential
9	10,000	Residential

**PHASE IV**

Lot No.	Area (sq ft)	Use
10	10,000	Residential
11	10,000	Residential
12	10,000	Residential

**DEFINITIONS**  
S = Proposed View  
N = Natural Site View

**SITE DATA**

Zone	Description	Area (sq ft)	Notes
R-1	Residential Single-Family	150,000	Proposed Project
V-2	Vacant Land	0	None

**PHASE I**

Lot No.	Area (sq ft)	Use
1	10,000	Residential
2	10,000	Residential
3	10,000	Residential

**PHASE II**

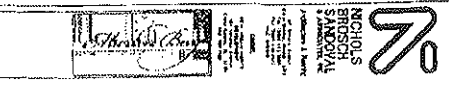
Lot No.	Area (sq ft)	Use
4	10,000	Residential
5	10,000	Residential
6	10,000	Residential

**PHASE III**

Lot No.	Area (sq ft)	Use
7	10,000	Residential
8	10,000	Residential
9	10,000	Residential

A-0.00  
210

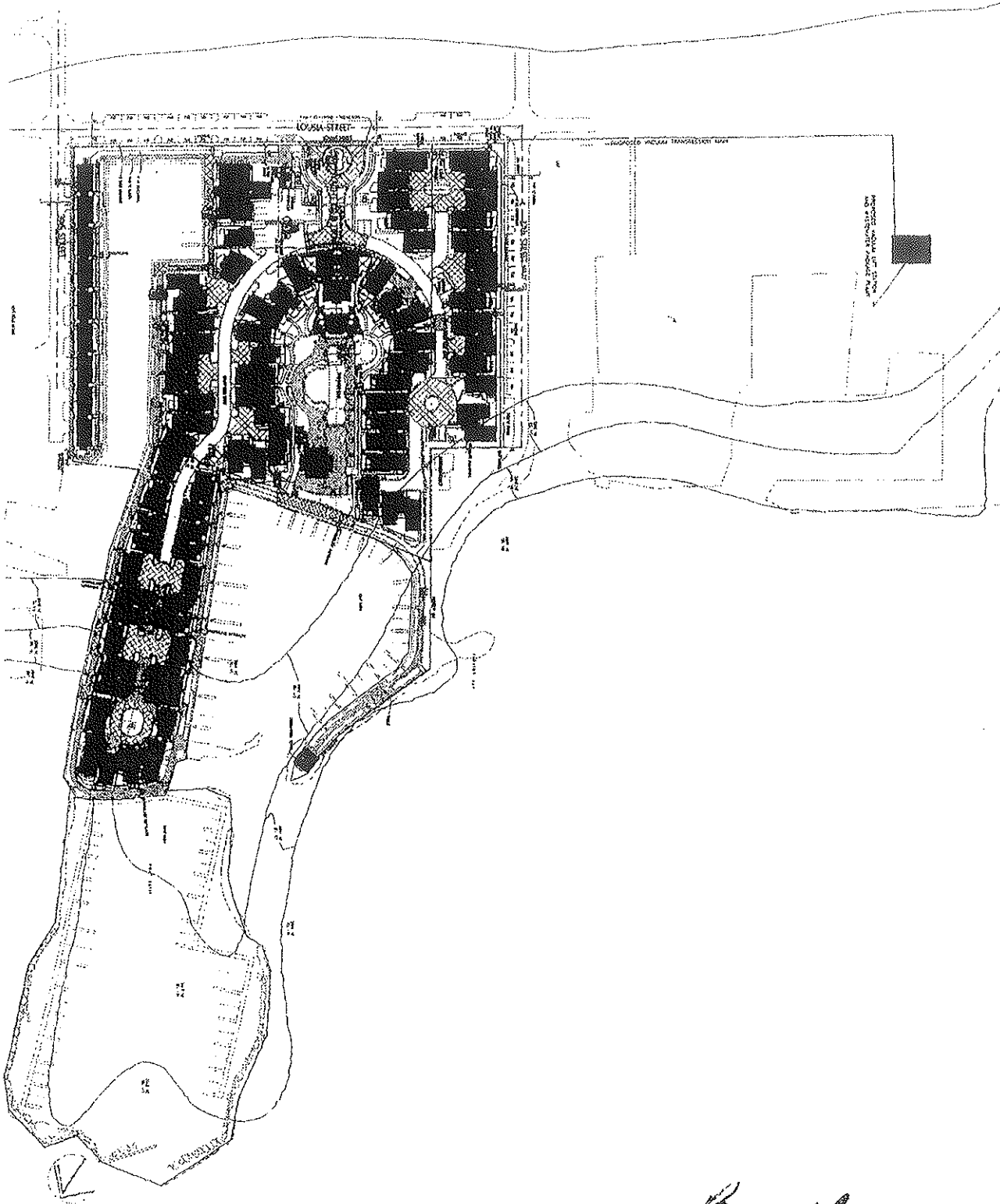
**MARLIN BAY YACHT CLUB  
INDEX / SITE DATA**



Doc# 1689736  
Bk# 2354 Pg# 1343

EXHIBIT E

Marlin Bay Yacht Club Neighborhood Plan  
(see attached)



NEIGHBORHOOD PLAN  
SCALE: 1/8" = 1'-0"

*Paul J. Bond*  
JUL 06 2005

# MARLIN BAY YACHT CLUB

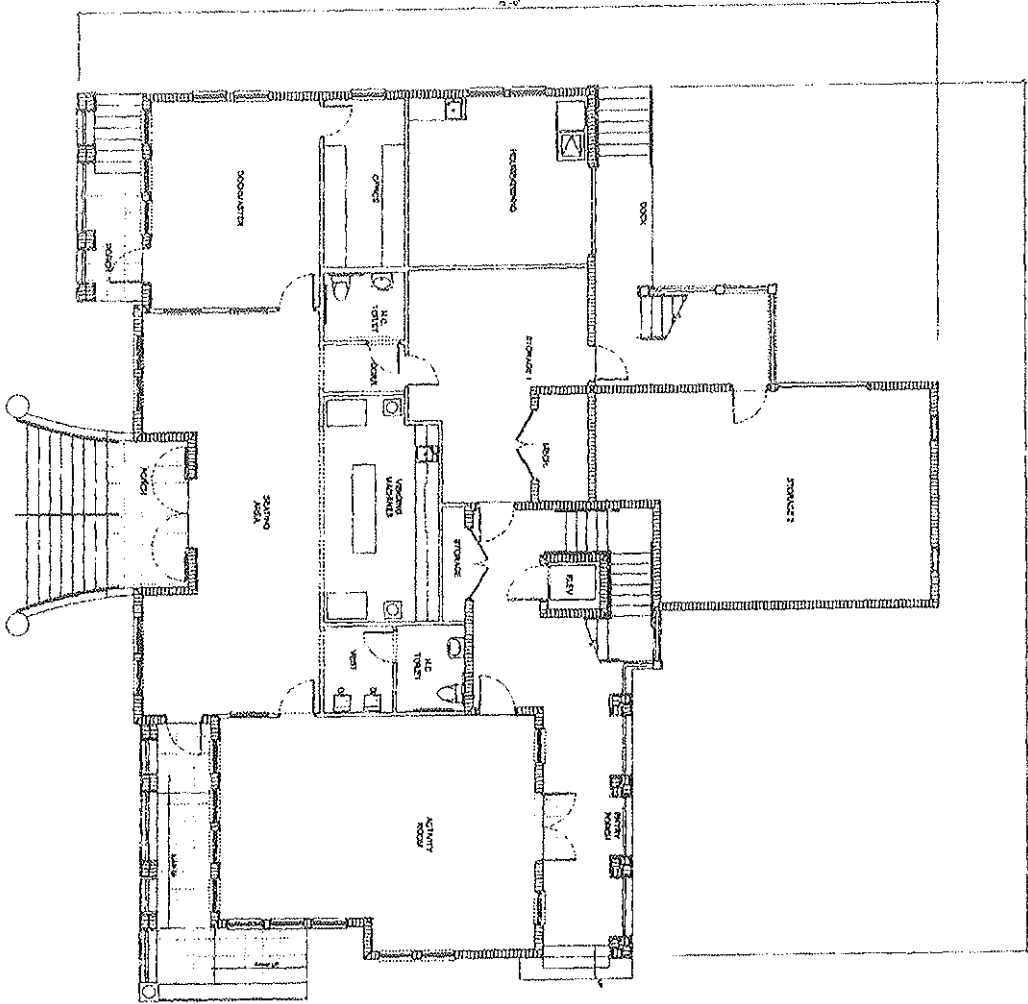
A-00.01	235	PROJECT NUMBER	DATE	DRAWN BY	CHECKED BY	DATE	PROJECT NAME	SHEET NO.	SHEET TOTAL	BROWN'S ARCHITECTURAL 1000 N. 10TH ST. SUITE 100 DENVER, CO 80202 (303) 733-7700 WWW.BROWNSARCHITECT.COM	



Doc# 1689736  
Bk# 2354 Pg# 1345

Attachment 1

Schematic For Residential Dwelling Units

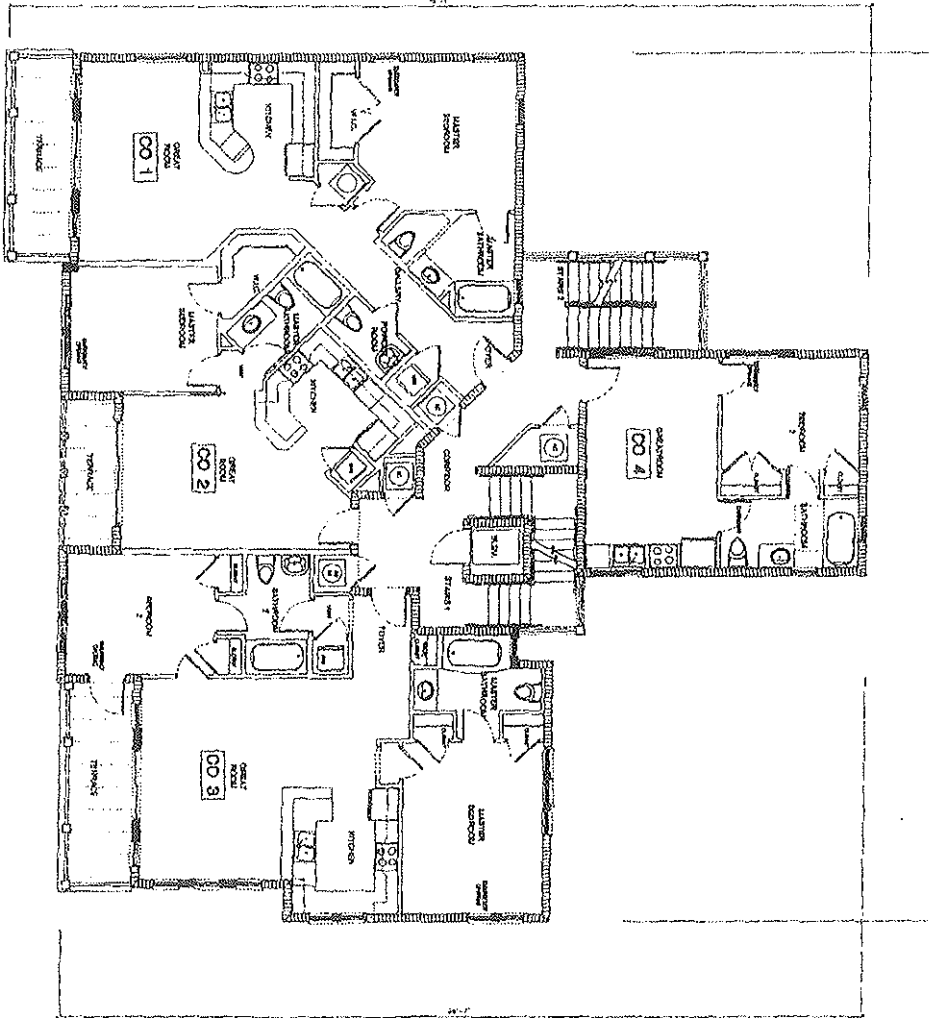


*Paul Smith*  
 JUL 06 2005

DOCKMASTER BUILDING  
 FIRST LEVEL FLOOR PLAN  
 1/8" = 1'-0"

NO.	DESCRIPTION	AREA	PERCENT	TOTAL
1	RECEPTION	100 SF	1.00%	100 SF
2	OFFICE	100 SF	1.00%	100 SF
3	STORAGE	100 SF	1.00%	100 SF
4	BOAT LIFT	100 SF	1.00%	100 SF
5	STAIRS	100 SF	1.00%	100 SF
6	RESTROOMS	100 SF	1.00%	100 SF
7	MECHANICAL	100 SF	1.00%	100 SF
8	ENTRY	100 SF	1.00%	100 SF
9	LOBBY	100 SF	1.00%	100 SF
10	CLERK WORKSTATION	100 SF	1.00%	100 SF
11	STORAGE	100 SF	1.00%	100 SF
12	STAIRS	100 SF	1.00%	100 SF
13	RESTROOMS	100 SF	1.00%	100 SF
14	MECHANICAL	100 SF	1.00%	100 SF
15	ENTRY	100 SF	1.00%	100 SF
16	LOBBY	100 SF	1.00%	100 SF
17	CLERK WORKSTATION	100 SF	1.00%	100 SF
18	STORAGE	100 SF	1.00%	100 SF
19	STAIRS	100 SF	1.00%	100 SF
20	RESTROOMS	100 SF	1.00%	100 SF
21	MECHANICAL	100 SF	1.00%	100 SF
22	ENTRY	100 SF	1.00%	100 SF
23	LOBBY	100 SF	1.00%	100 SF
24	CLERK WORKSTATION	100 SF	1.00%	100 SF
25	STORAGE	100 SF	1.00%	100 SF
26	STAIRS	100 SF	1.00%	100 SF
27	RESTROOMS	100 SF	1.00%	100 SF
28	MECHANICAL	100 SF	1.00%	100 SF
29	ENTRY	100 SF	1.00%	100 SF
30	LOBBY	100 SF	1.00%	100 SF
31	CLERK WORKSTATION	100 SF	1.00%	100 SF
32	STORAGE	100 SF	1.00%	100 SF
33	STAIRS	100 SF	1.00%	100 SF
34	RESTROOMS	100 SF	1.00%	100 SF
35	MECHANICAL	100 SF	1.00%	100 SF
36	ENTRY	100 SF	1.00%	100 SF
37	LOBBY	100 SF	1.00%	100 SF
38	CLERK WORKSTATION	100 SF	1.00%	100 SF
39	STORAGE	100 SF	1.00%	100 SF
40	STAIRS	100 SF	1.00%	100 SF
41	RESTROOMS	100 SF	1.00%	100 SF
42	MECHANICAL	100 SF	1.00%	100 SF
43	ENTRY	100 SF	1.00%	100 SF
44	LOBBY	100 SF	1.00%	100 SF
45	CLERK WORKSTATION	100 SF	1.00%	100 SF
46	STORAGE	100 SF	1.00%	100 SF
47	STAIRS	100 SF	1.00%	100 SF
48	RESTROOMS	100 SF	1.00%	100 SF
49	MECHANICAL	100 SF	1.00%	100 SF
50	ENTRY	100 SF	1.00%	100 SF
51	LOBBY	100 SF	1.00%	100 SF
52	CLERK WORKSTATION	100 SF	1.00%	100 SF
53	STORAGE	100 SF	1.00%	100 SF
54	STAIRS	100 SF	1.00%	100 SF
55	RESTROOMS	100 SF	1.00%	100 SF
56	MECHANICAL	100 SF	1.00%	100 SF
57	ENTRY	100 SF	1.00%	100 SF
58	LOBBY	100 SF	1.00%	100 SF
59	CLERK WORKSTATION	100 SF	1.00%	100 SF
60	STORAGE	100 SF	1.00%	100 SF
61	STAIRS	100 SF	1.00%	100 SF
62	RESTROOMS	100 SF	1.00%	100 SF
63	MECHANICAL	100 SF	1.00%	100 SF
64	ENTRY	100 SF	1.00%	100 SF
65	LOBBY	100 SF	1.00%	100 SF
66	CLERK WORKSTATION	100 SF	1.00%	100 SF
67	STORAGE	100 SF	1.00%	100 SF
68	STAIRS	100 SF	1.00%	100 SF
69	RESTROOMS	100 SF	1.00%	100 SF
70	MECHANICAL	100 SF	1.00%	100 SF
71	ENTRY	100 SF	1.00%	100 SF
72	LOBBY	100 SF	1.00%	100 SF
73	CLERK WORKSTATION	100 SF	1.00%	100 SF
74	STORAGE	100 SF	1.00%	100 SF
75	STAIRS	100 SF	1.00%	100 SF
76	RESTROOMS	100 SF	1.00%	100 SF
77	MECHANICAL	100 SF	1.00%	100 SF
78	ENTRY	100 SF	1.00%	100 SF
79	LOBBY	100 SF	1.00%	100 SF
80	CLERK WORKSTATION	100 SF	1.00%	100 SF
81	STORAGE	100 SF	1.00%	100 SF
82	STAIRS	100 SF	1.00%	100 SF
83	RESTROOMS	100 SF	1.00%	100 SF
84	MECHANICAL	100 SF	1.00%	100 SF
85	ENTRY	100 SF	1.00%	100 SF
86	LOBBY	100 SF	1.00%	100 SF
87	CLERK WORKSTATION	100 SF	1.00%	100 SF
88	STORAGE	100 SF	1.00%	100 SF
89	STAIRS	100 SF	1.00%	100 SF
90	RESTROOMS	100 SF	1.00%	100 SF
91	MECHANICAL	100 SF	1.00%	100 SF
92	ENTRY	100 SF	1.00%	100 SF
93	LOBBY	100 SF	1.00%	100 SF
94	CLERK WORKSTATION	100 SF	1.00%	100 SF
95	STORAGE	100 SF	1.00%	100 SF
96	STAIRS	100 SF	1.00%	100 SF
97	RESTROOMS	100 SF	1.00%	100 SF
98	MECHANICAL	100 SF	1.00%	100 SF
99	ENTRY	100 SF	1.00%	100 SF
100	LOBBY	100 SF	1.00%	100 SF





DOCKMASTER BUILDING  
SECOND LEVEL FLOOR PLAN  
DATE 07-06-2005



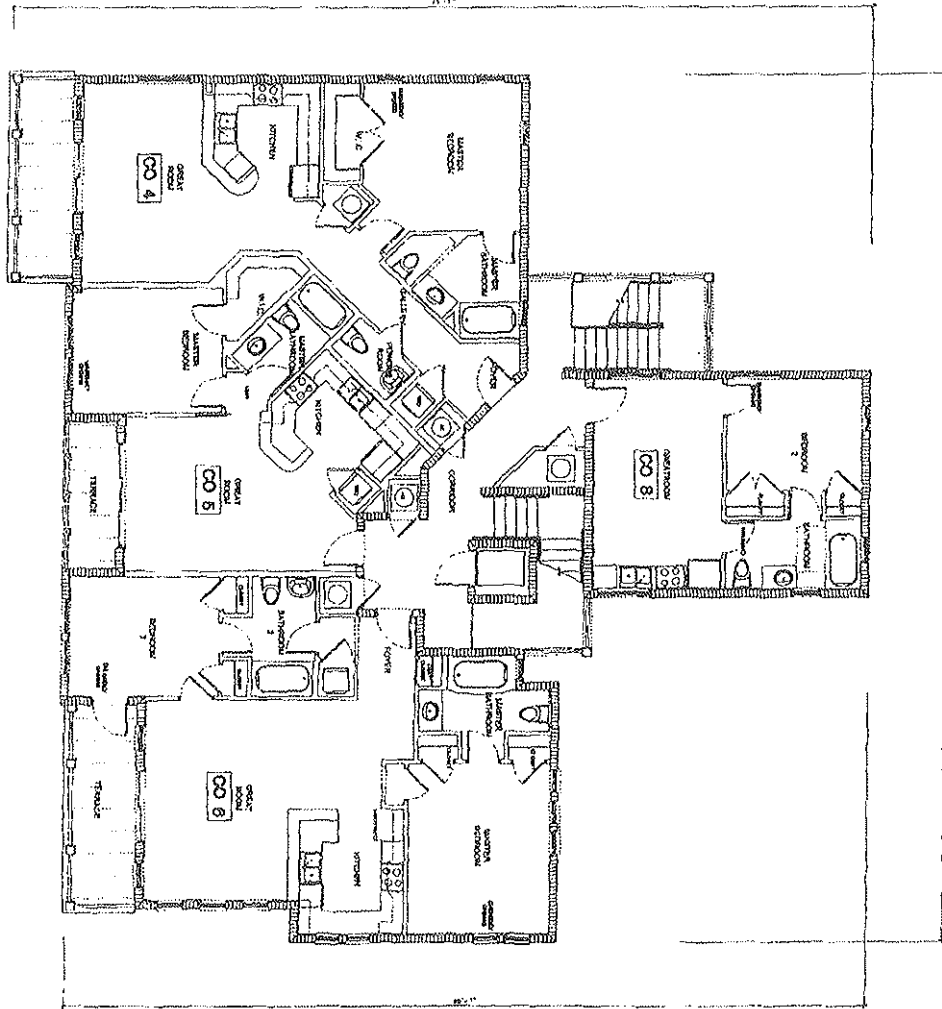
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JUL 06 2005

MARLIN BAY YACHT CLUB  
DOCKMASTER BUILDING

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	07/06/05
2	ISSUED FOR CONSTRUCTION	07/06/05
3	ISSUED FOR OCCUPANCY	07/06/05
4	ISSUED FOR RECORDS	07/06/05
5	ISSUED FOR ARCHIVE	07/06/05
6	ISSUED FOR DESTRUCTION	07/06/05
7	ISSUED FOR REPAIRS	07/06/05
8	ISSUED FOR MAINTENANCE	07/06/05
9	ISSUED FOR INSPECTION	07/06/05
10	ISSUED FOR AS-BUILT	07/06/05

70  
MARLIN BAY YACHT CLUB  
PERSONNEL  
STORAGE

Doc# 1689736  
 BKN 2354 Pgn 1348



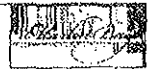
*Paul A. Brock*  
 JUL 06 2005

DOCKMASTER BUILDING  
 THIRD LEVEL FLOOR PLAN  
 11/20/04



NO.	DESCRIPTION
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

MARLIN BAY YACHT CLUB  
 DOCKMASTER BUILDING



PAUL A. BROCK  
 ARCHITECT  
 1100 W. 15th St.  
 Sausalito, CA 94965

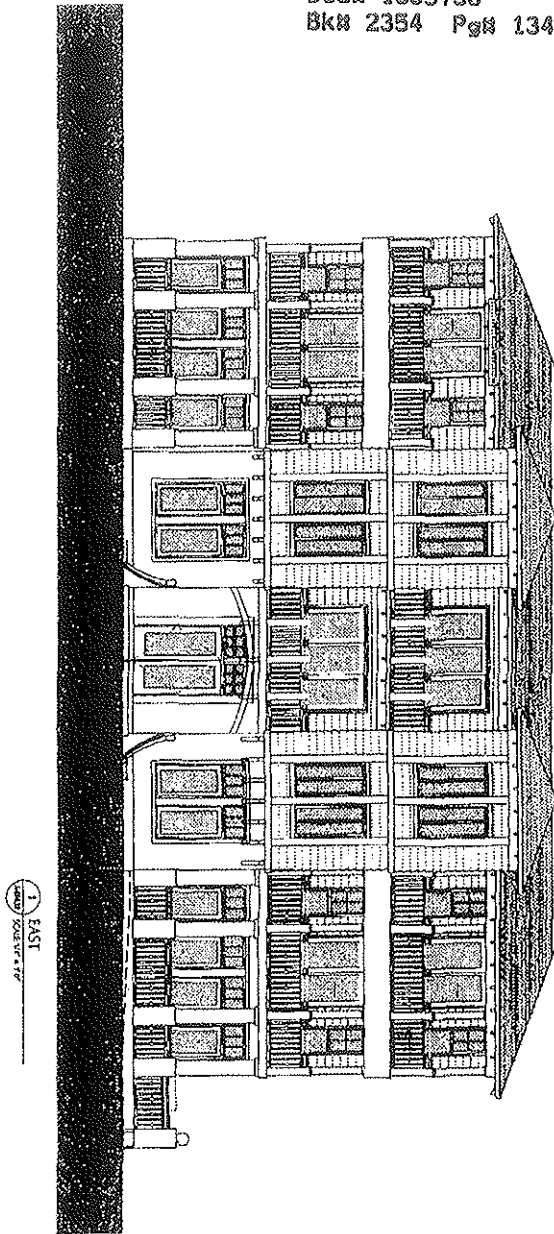


PAUL A. BROCK  
 ARCHITECT  
 1100 W. 15th St.  
 Sausalito, CA 94965



PAUL A. BROCK  
 ARCHITECT  
 1100 W. 15th St.  
 Sausalito, CA 94965

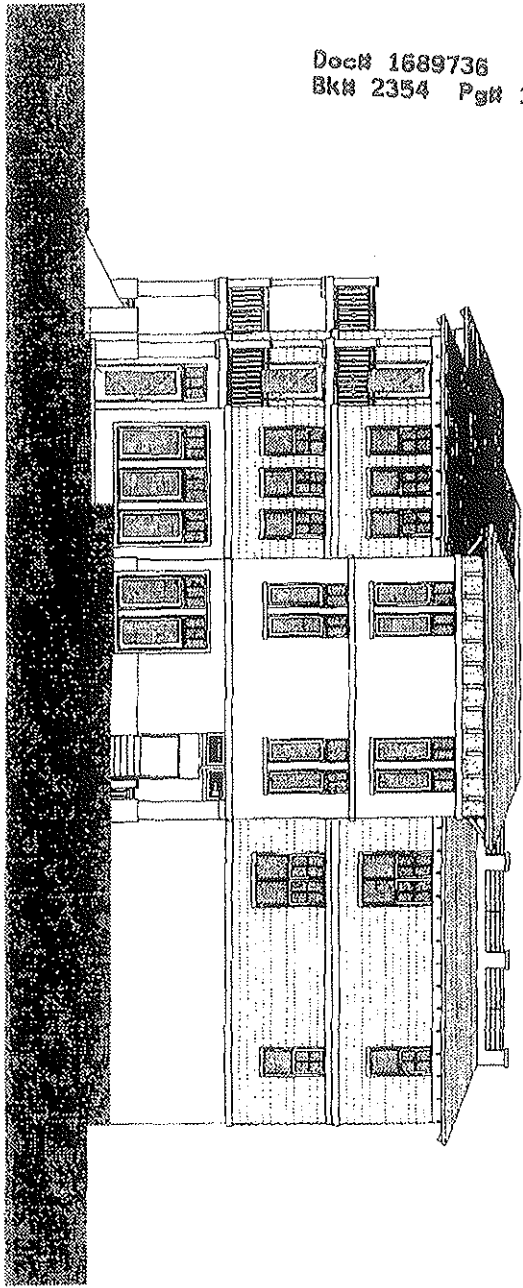
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 Bk# 2354 P# 1349



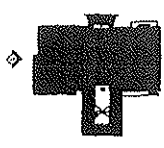
*James Brock*  
 JUL 06 2005

A-DWGS	2354	SHEET NO. SHEET TOTAL DATE DRAWN BY CHECKED BY PROJECT NO.	<b>MARLIN BAY YACHT CLUB          DOCKMASTER BUILDING</b>		NICHOLS BROS. INC. 70
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Doc# 1689736  
Bk# 2354 Pg# 1350



1 NORTH  
1/2" = 1'-0"

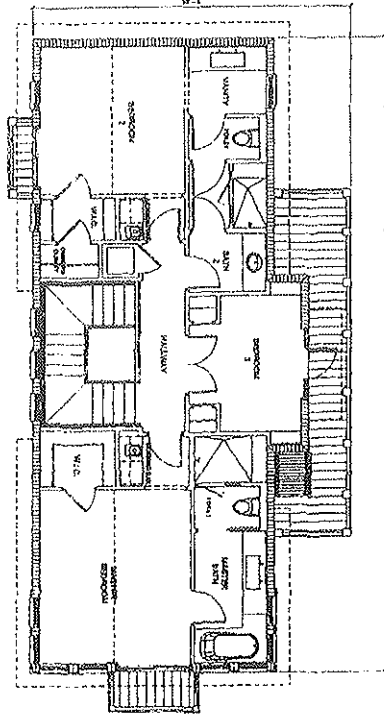


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JUL 06 2005

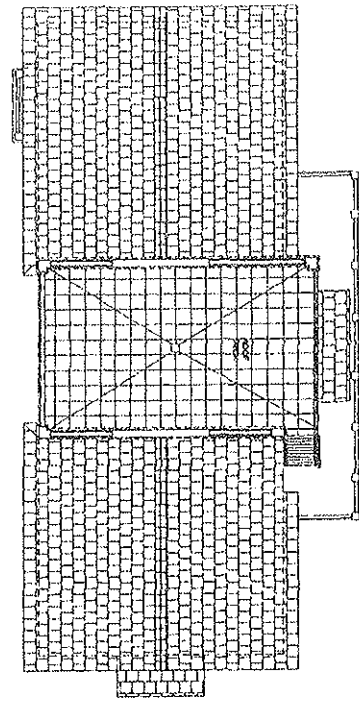
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*Michael Brosch*  
JUL 06 2005

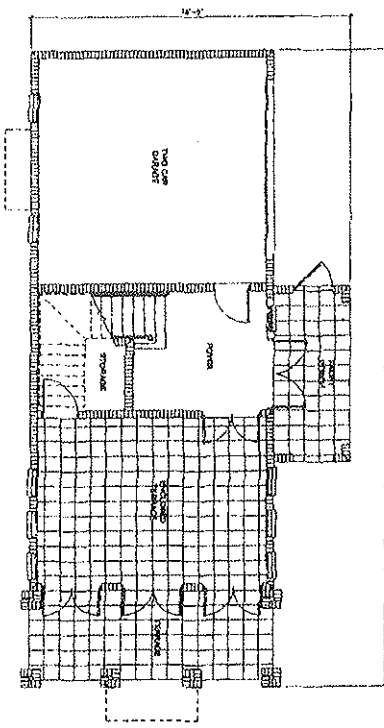
① THIRD LEVEL FLOOR PLAN



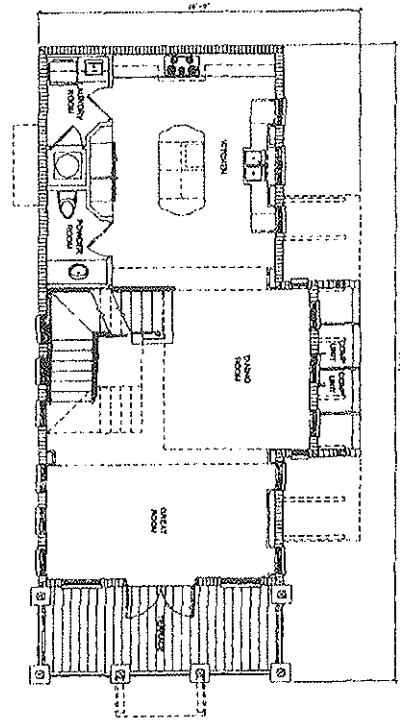
① ROOF LEVEL FLOOR PLAN



① FIRST LEVEL FLOOR PLAN



① SECOND LEVEL FLOOR PLAN



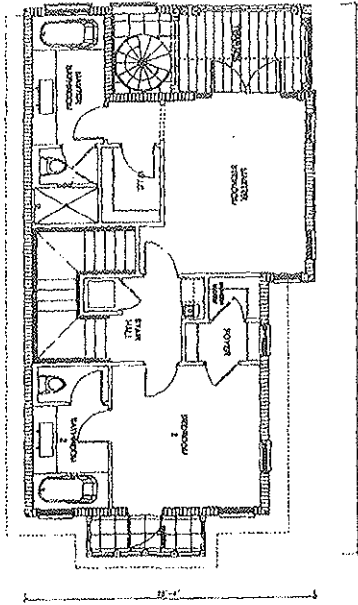
NO.	DESCRIPTION	AREA	NO.	DESCRIPTION	AREA	TOTAL
1	FIRST FLOOR	1,234.56	2	SECOND FLOOR	1,234.56	2,469.12
3	THIRD FLOOR	1,234.56	4	ROOF LEVEL	1,234.56	3,703.68
5	TOTAL					3,703.68

FLOOR PLANS / ROOF PLAN

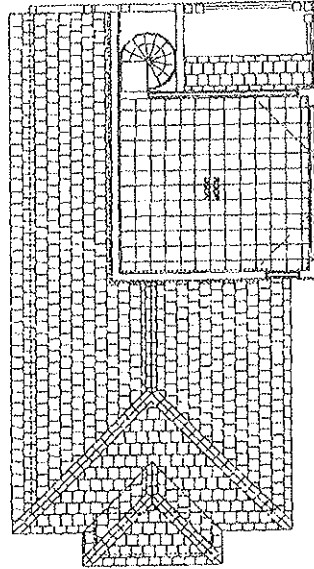
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*Paul [Signature]*  
 JUL 06 2005

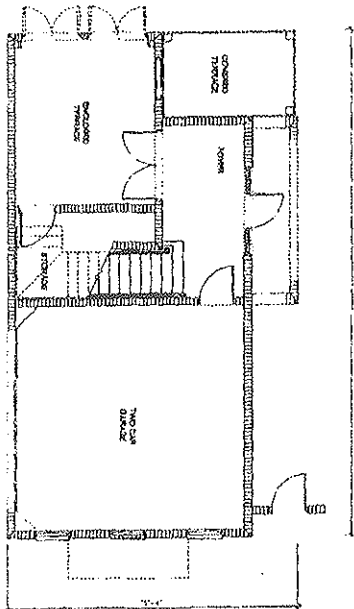
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 THIRD LEVEL  
 FLOOR PLAN



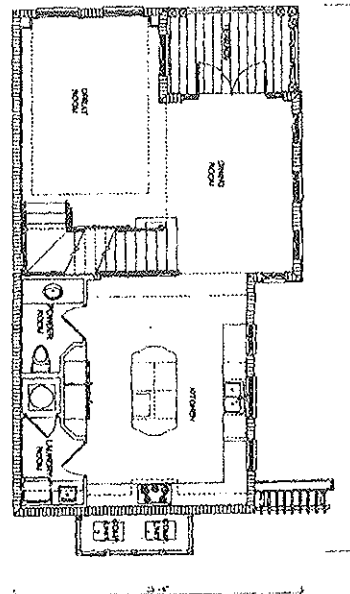
1  
 ROOF LEVEL  
 FLOOR PLAN



1  
 FIRST LEVEL  
 FLOOR PLAN



1  
 SECOND LEVEL  
 FLOOR PLAN



MEASUREMENTS

NO.	DESCRIPTION	UNIT	MEASUREMENT	DATE	BY
1	FOUNDATION	sq. ft.	111.00	11/11/04	WJ
2	FLOORING	sq. ft.	111.00	11/11/04	WJ
3	WALLS	sq. ft.	111.00	11/11/04	WJ
4	CEILING	sq. ft.	111.00	11/11/04	WJ
5	ROOF	sq. ft.	111.00	11/11/04	WJ
6	STAIRS	sq. ft.	111.00	11/11/04	WJ
7	BATH	sq. ft.	111.00	11/11/04	WJ
8	KITCHEN	sq. ft.	111.00	11/11/04	WJ
9	LIVING	sq. ft.	111.00	11/11/04	WJ
10	BEDROOM	sq. ft.	111.00	11/11/04	WJ
11	PORCH	sq. ft.	111.00	11/11/04	WJ
12	TOTAL	sq. ft.	1111.00	11/11/04	WJ

FLOOR PLANS / ROOF PLAN

MARLIN BAY YACHT CLUB  
 UNIT C-2



ARCHITECT  
 MARLIN BAY YACHT CLUB  
 1000 MARLIN BAY DRIVE  
 MARLIN BAY, FL 33154  
 (305) 993-1111



A-C2-10

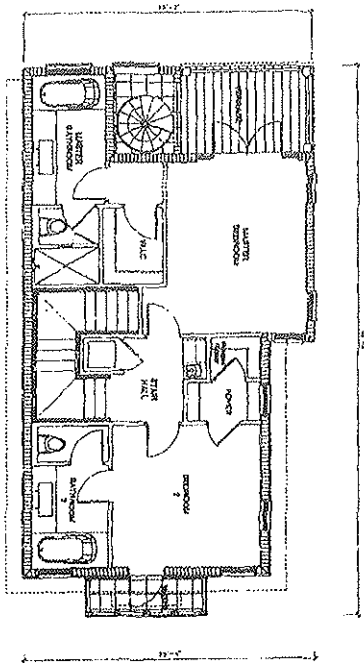
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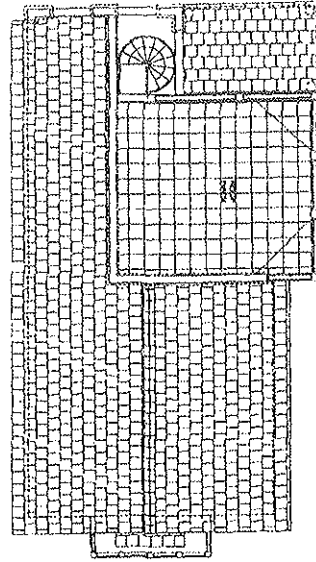
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 Bk# 2354 Pg# 1353

*Paul Brown*  
 JUL 06 2005

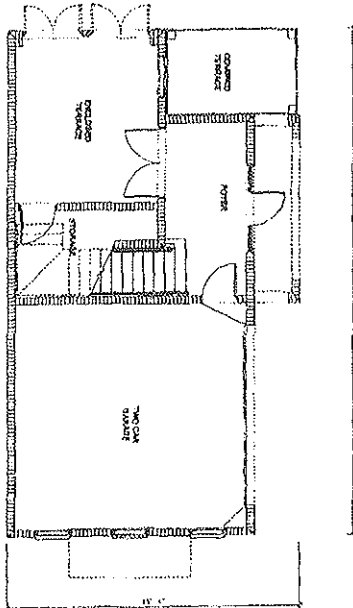
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 THIRD LEVEL  
 FLOOR PLAN  
 REV. 07-05



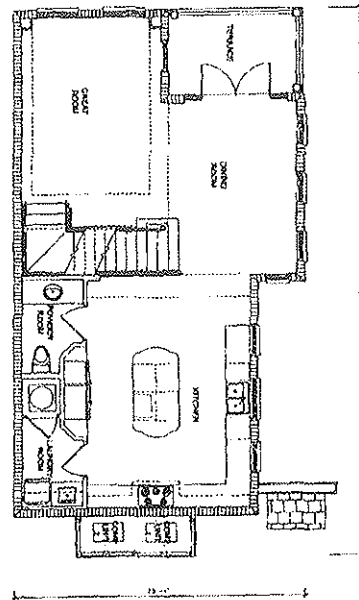
1  
 ROOF LEVEL  
 FLOOR PLAN  
 REV. 07-05



1  
 FIRST LEVEL  
 FLOOR PLAN  
 REV. 07-05



1  
 SECOND LEVEL  
 FLOOR PLAN  
 REV. 07-05



NET SCHEDULE											
NO.	DESCRIPTION	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
1	CONCRETE	111.00	07-05	21.00	07-05	30.00	07-05	44.00	07-05	31.00	07-05
2	STEEL	88.00	07-05	17.00	07-05	23.00	07-05	33.00	07-05	25.00	07-05
3	WOOD	66.00	07-05	13.00	07-05	18.00	07-05	26.00	07-05	19.00	07-05
4	PAINT	120.00	07-05	24.00	07-05	33.00	07-05	47.00	07-05	36.00	07-05
5	LABOR	100.00	07-05	20.00	07-05	28.00	07-05	40.00	07-05	32.00	07-05
6	PERMITS	10.00	07-05	2.00	07-05	3.00	07-05	4.00	07-05	1.00	07-05
7	INSURANCE	10.00	07-05	2.00	07-05	3.00	07-05	4.00	07-05	1.00	07-05
8	UTILITIES	10.00	07-05	2.00	07-05	3.00	07-05	4.00	07-05	1.00	07-05
9	PROFIT	10.00	07-05	2.00	07-05	3.00	07-05	4.00	07-05	1.00	07-05
10	TOTAL	350.00		70.00		96.00		136.00		103.00	

FLOOR PLANS / ROOF PLAN  
 DATE: 07-05-05

MARLIN BAY YACHT CLUB  
 UNIT C-3

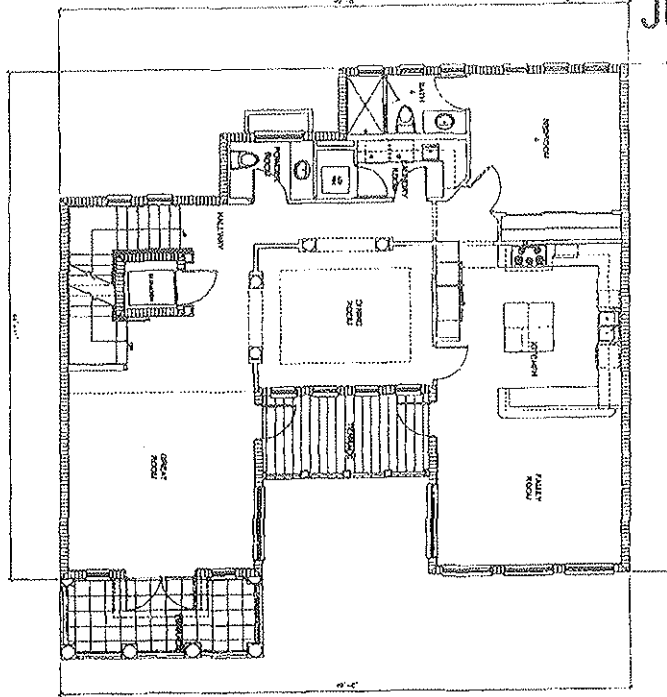
*Marlin Bay*  
 NICHOL S. BROSH  
 SANDOVAL  
 ARCHITECTS  
 70

A-C3-30

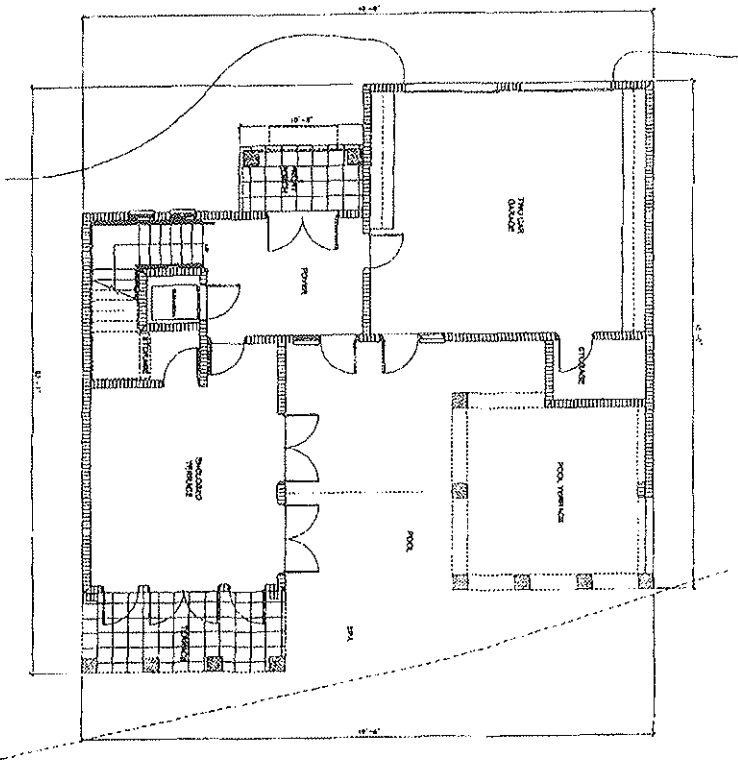
2310

*Handwritten Signature*  
 JUL 06 2005

SECOND LEVEL  
 FLOOR PLAN  
 1/8" = 1'-0"



FIRST LEVEL  
 FLOOR PLAN  
 1/8" = 1'-0"




NO.	DESCRIPTION	AREA	PERIMETER	FINISH	PRICE	DATE	STATUS
1	...	...	...	...	...	...	...
2	...	...	...	...	...	...	...
3	...	...	...	...	...	...	...
4	...	...	...	...	...	...	...
5	...	...	...	...	...	...	...
6	...	...	...	...	...	...	...
7	...	...	...	...	...	...	...
8	...	...	...	...	...	...	...
9	...	...	...	...	...	...	...
10	...	...	...	...	...	...	...
11	...	...	...	...	...	...	...
12	...	...	...	...	...	...	...
13	...	...	...	...	...	...	...
14	...	...	...	...	...	...	...
15	...	...	...	...	...	...	...
16	...	...	...	...	...	...	...
17	...	...	...	...	...	...	...
18	...	...	...	...	...	...	...
19	...	...	...	...	...	...	...
20	...	...	...	...	...	...	...
21	...	...	...	...	...	...	...
22	...	...	...	...	...	...	...
23	...	...	...	...	...	...	...
24	...	...	...	...	...	...	...
25	...	...	...	...	...	...	...
26	...	...	...	...	...	...	...
27	...	...	...	...	...	...	...
28	...	...	...	...	...	...	...
29	...	...	...	...	...	...	...
30	...	...	...	...	...	...	...
31	...	...	...	...	...	...	...
32	...	...	...	...	...	...	...
33	...	...	...	...	...	...	...
34	...	...	...	...	...	...	...
35	...	...	...	...	...	...	...
36	...	...	...	...	...	...	...
37	...	...	...	...	...	...	...
38	...	...	...	...	...	...	...
39	...	...	...	...	...	...	...
40	...	...	...	...	...	...	...
41	...	...	...	...	...	...	...
42	...	...	...	...	...	...	...
43	...	...	...	...	...	...	...
44	...	...	...	...	...	...	...
45	...	...	...	...	...	...	...
46	...	...	...	...	...	...	...
47	...	...	...	...	...	...	...
48	...	...	...	...	...	...	...
49	...	...	...	...	...	...	...
50	...	...	...	...	...	...	...

**MARLIN BAY YACHT CLUB**  
UNIT D

A-D-10

2110

CONTRACTOR'S USE ONLY  
 NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
 E-MAIL: \_\_\_\_\_  
 DATE: \_\_\_\_\_



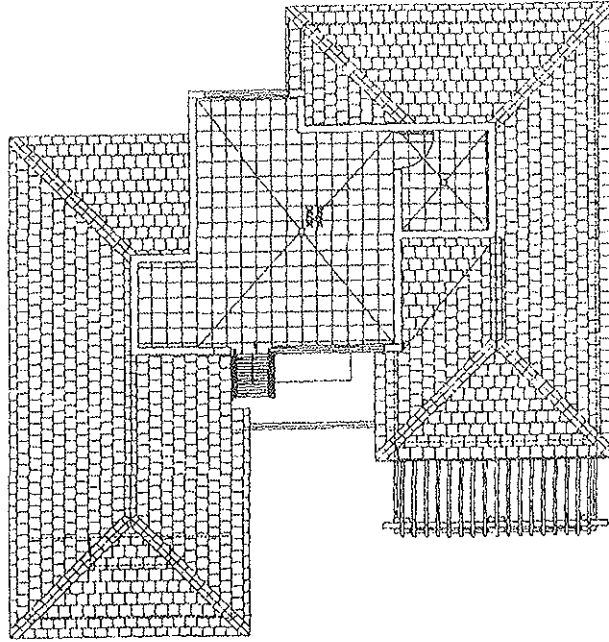
MARLIN BAY YACHT CLUB  
 1000 MARLIN BAY DRIVE  
 MARLIN BAY, FL 33154  
 (305) 993-1111

MICHAEL S. BROSCHE  
 SANDOVAL  
 ARCHITECTS  
 1000 MARLIN BAY DRIVE  
 MARLIN BAY, FL 33154  
 (305) 993-1111

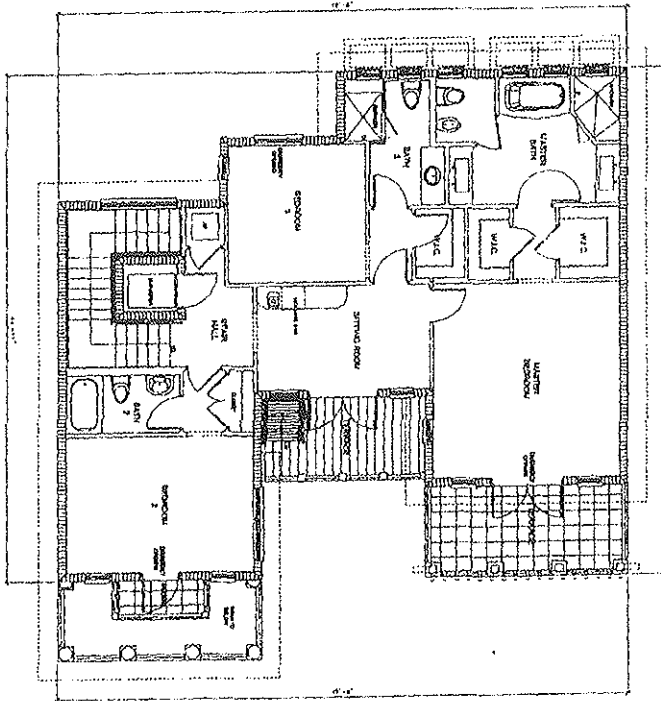


*Paul D. ...*  
 JUL 06 2005

1  
 ROOF LEVEL  
 FLOOR PLAN



1  
 THIRD LEVEL  
 FLOOR PLAN



A-D-11	2310																			
--------	------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

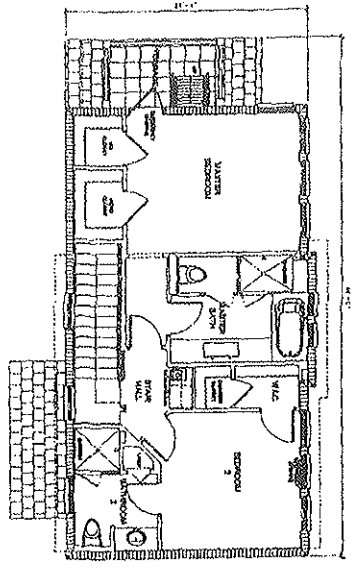
MARLIN BAY YACHT CLUB  
 UNIT D

*Marlin Bay*  
 ARCHITECT  
 PROJECT: MARLIN BAY YACHT CLUB  
 UNIT D

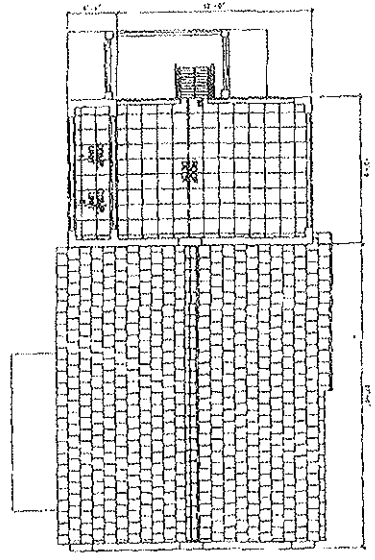
*Blue Bird*  
 JUL 06 2005

Doc# 1689736  
 Bk# 2354 Pgt# 1356

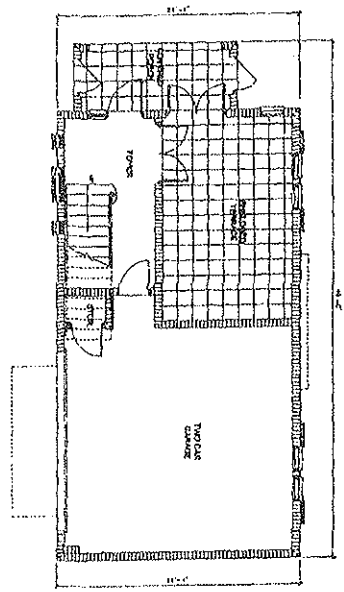
1  
 THIRD LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



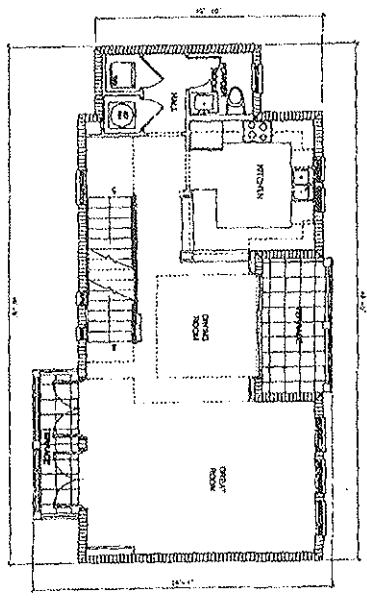
1  
 ROOF LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



1  
 FIRST LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



1  
 SECOND LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



NO.	DESCRIPTION	AREA	PERCENT	NO.	DESCRIPTION	AREA	PERCENT
1	FLOOR	111.0	23.0%	1	FLOOR	111.0	23.0%
2	WALLS	111.0	23.0%	2	WALLS	111.0	23.0%
3	CEILING	111.0	23.0%	3	CEILING	111.0	23.0%
4	MECHANICAL	111.0	23.0%	4	MECHANICAL	111.0	23.0%
5	MECHANICAL	111.0	23.0%	5	MECHANICAL	111.0	23.0%
6	MECHANICAL	111.0	23.0%	6	MECHANICAL	111.0	23.0%
7	MECHANICAL	111.0	23.0%	7	MECHANICAL	111.0	23.0%
8	MECHANICAL	111.0	23.0%	8	MECHANICAL	111.0	23.0%
9	MECHANICAL	111.0	23.0%	9	MECHANICAL	111.0	23.0%
10	MECHANICAL	111.0	23.0%	10	MECHANICAL	111.0	23.0%
11	MECHANICAL	111.0	23.0%	11	MECHANICAL	111.0	23.0%
12	MECHANICAL	111.0	23.0%	12	MECHANICAL	111.0	23.0%
13	MECHANICAL	111.0	23.0%	13	MECHANICAL	111.0	23.0%
14	MECHANICAL	111.0	23.0%	14	MECHANICAL	111.0	23.0%
15	MECHANICAL	111.0	23.0%	15	MECHANICAL	111.0	23.0%
16	MECHANICAL	111.0	23.0%	16	MECHANICAL	111.0	23.0%
17	MECHANICAL	111.0	23.0%	17	MECHANICAL	111.0	23.0%
18	MECHANICAL	111.0	23.0%	18	MECHANICAL	111.0	23.0%
19	MECHANICAL	111.0	23.0%	19	MECHANICAL	111.0	23.0%
20	MECHANICAL	111.0	23.0%	20	MECHANICAL	111.0	23.0%
21	MECHANICAL	111.0	23.0%	21	MECHANICAL	111.0	23.0%
22	MECHANICAL	111.0	23.0%	22	MECHANICAL	111.0	23.0%
23	MECHANICAL	111.0	23.0%	23	MECHANICAL	111.0	23.0%
24	MECHANICAL	111.0	23.0%	24	MECHANICAL	111.0	23.0%
25	MECHANICAL	111.0	23.0%	25	MECHANICAL	111.0	23.0%
26	MECHANICAL	111.0	23.0%	26	MECHANICAL	111.0	23.0%
27	MECHANICAL	111.0	23.0%	27	MECHANICAL	111.0	23.0%
28	MECHANICAL	111.0	23.0%	28	MECHANICAL	111.0	23.0%
29	MECHANICAL	111.0	23.0%	29	MECHANICAL	111.0	23.0%
30	MECHANICAL	111.0	23.0%	30	MECHANICAL	111.0	23.0%

FLOOR PLANS / ROOF PLAN  
 SCALE: 1/8" = 1'-0"

**MARLIN BAY YACHT CLUB**  
 UNIT E

A-E-30

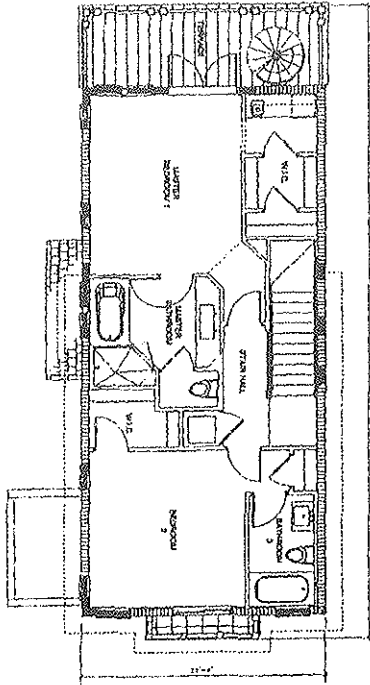
2310

72

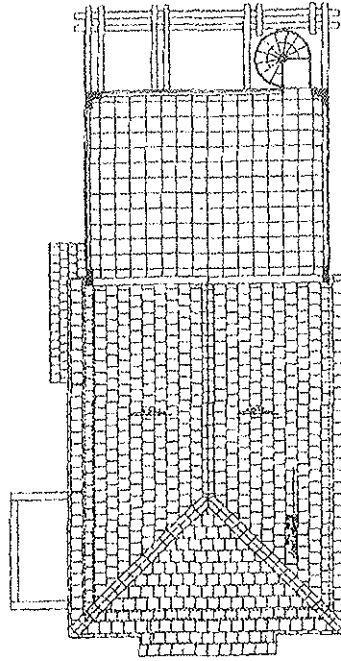
NICHOLAS  
 BRONSKI  
 SANDRA  
 WADSWORTH

*Paul Brook*  
JUL 06 2005

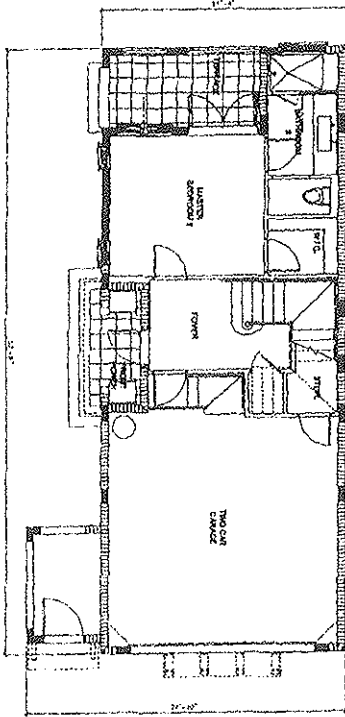
THIRD LEVEL  
FLOOR PLAN



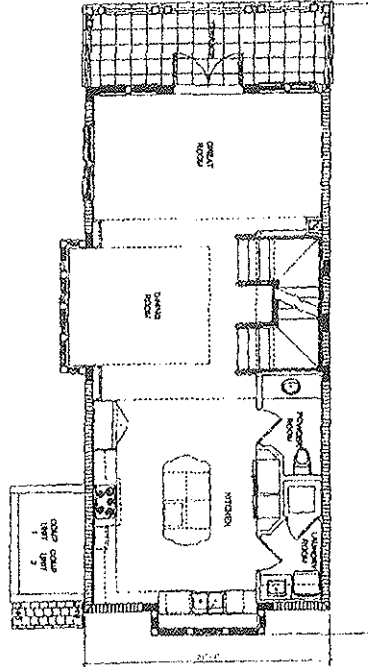
ROOF LEVEL  
ROOF PLAN



FIRST LEVEL  
FLOOR PLAN



SECOND LEVEL  
FLOOR PLAN



Room	Area (sq. ft.)	Area (sq. m.)
Living	1,200	111
Dining	800	74
Kitchen	600	56
Bath	400	37
Bedroom	500	46
Staircase	200	19
Other	100	9
<b>Total</b>	<b>3,700</b>	<b>342</b>

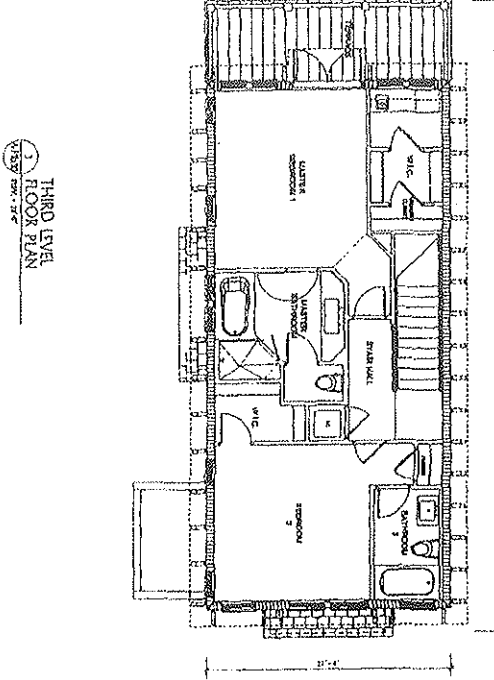
ZONE JE 33

FLOOR PLANS / ROOF PLAN

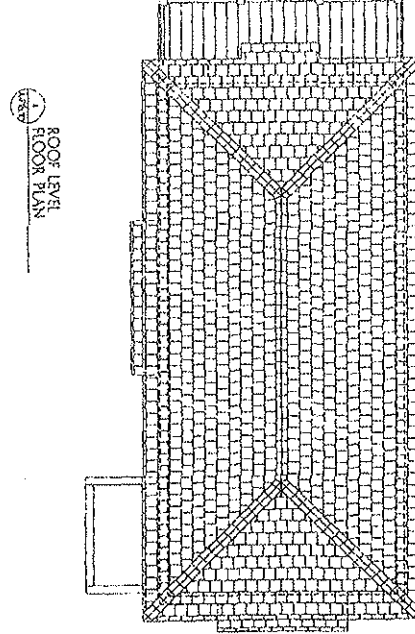
MARLIN BAY YACHT CLUB  
UNIT F-1a



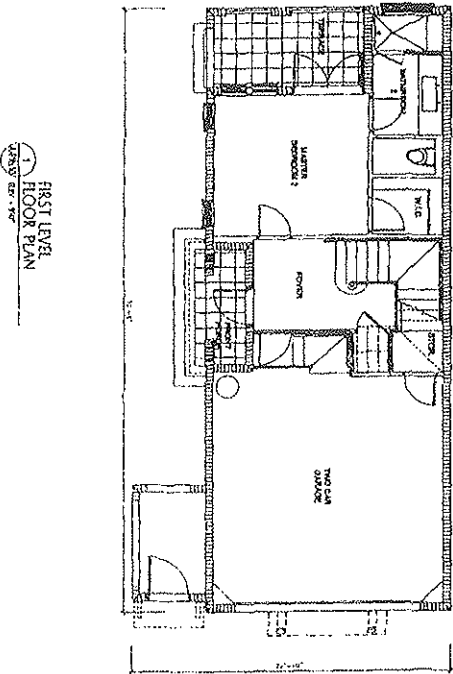
*Paul Brock*  
JUL 06 2005



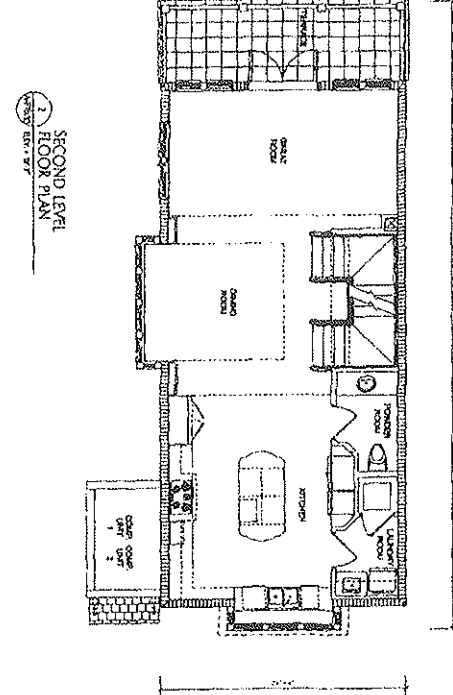
3  
THIRD LEVEL  
FLOOR PLAN



ROOF LEVEL  
ROOF PLAN



1  
FIRST LEVEL  
FLOOR PLAN



2  
SECOND LEVEL  
FLOOR PLAN

NO.	DESCRIPTION	AREA	PERIMETER	DATE	BY
1	FOUNDATION	100.00	100.00	10/10/04	ABC
2	FIRST FLOOR	200.00	200.00	10/10/04	ABC
3	SECOND FLOOR	150.00	150.00	10/10/04	ABC
4	THIRD FLOOR	100.00	100.00	10/10/04	ABC
5	ROOF	50.00	50.00	10/10/04	ABC
6	TOTAL	500.00	500.00	10/10/04	ABC

FLOOR PLANS / ROOF PLAN

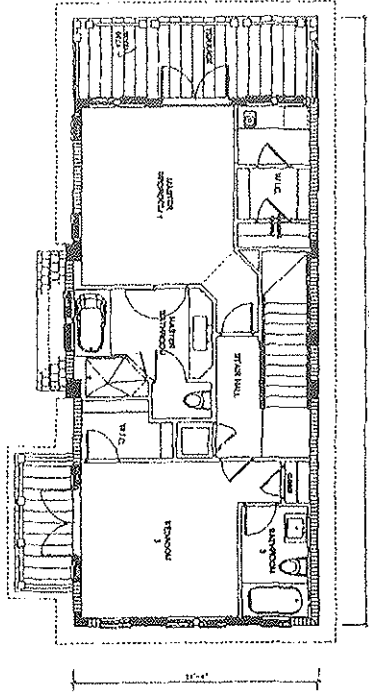
MARLIN BAY YACHT CLUB  
UNIT F-1b

*Marlin Bay*  
HOBBS  
BROSCH  
ARCHITECTS  
INC.

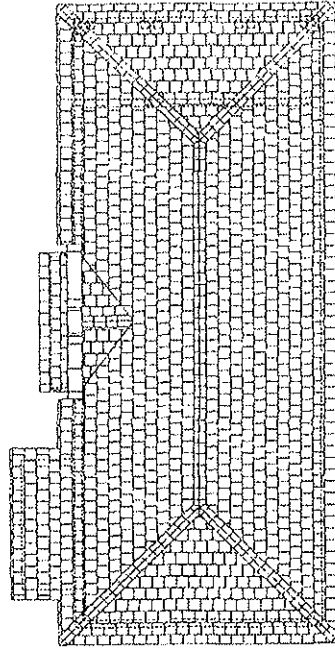
1	FOUNDATION	100.00	100.00	10/10/04	ABC
2	FIRST FLOOR	200.00	200.00	10/10/04	ABC
3	SECOND FLOOR	150.00	150.00	10/10/04	ABC
4	THIRD FLOOR	100.00	100.00	10/10/04	ABC
5	ROOF	50.00	50.00	10/10/04	ABC
6	TOTAL	500.00	500.00	10/10/04	ABC

*David D. Smith*  
JUL 06 2005

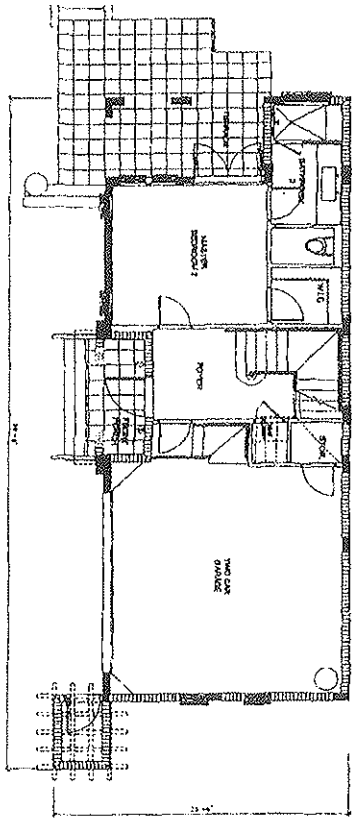
THIRD LEVEL FLOOR PLAN



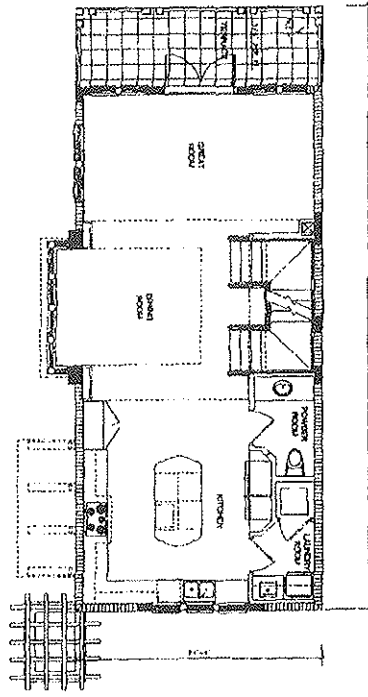
ROOF LEVEL FLOOR PLAN



FIRST LEVEL FLOOR PLAN



SECOND LEVEL FLOOR PLAN



NO.	DESCRIPTION	AREA	PERCENTAGE	FINISHES	MARK	SCALE
1	FLOORING	10.00	10.00	1/2" X 3/4"	1/2"	1/2"
2	WALLS	10.00	10.00	1/2" X 3/4"	1/2"	1/2"
3	CEILING	10.00	10.00	1/2" X 3/4"	1/2"	1/2"
4	ROOFING	10.00	10.00	1/2" X 3/4"	1/2"	1/2"
5	MECHANICAL	10.00	10.00	1/2" X 3/4"	1/2"	1/2"
6	ELECTRICAL	10.00	10.00	1/2" X 3/4"	1/2"	1/2"
7	PLUMBING	10.00	10.00	1/2" X 3/4"	1/2"	1/2"
8	PAINTING	10.00	10.00	1/2" X 3/4"	1/2"	1/2"
9	GLASS	10.00	10.00	1/2" X 3/4"	1/2"	1/2"
10	IRONING	10.00	10.00	1/2" X 3/4"	1/2"	1/2"
11	LANDSCAPING	10.00	10.00	1/2" X 3/4"	1/2"	1/2"
12	OTHER	10.00	10.00	1/2" X 3/4"	1/2"	1/2"
TOTAL		100.00	100.00			

FLOOR PLANS / ROOF PLAN

A-F-2a 10

MARLIN BAY YACHT CLUB  
UNIT F-2a



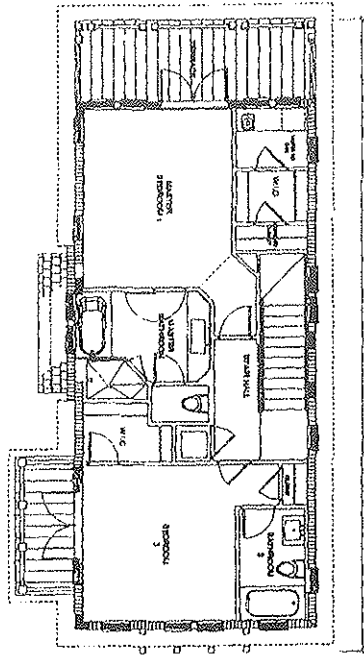
ARCHITECT'S  
STAMP  
AND  
SIGNATURE

A rectangular box containing the text 'ARCHITECT'S STAMP AND SIGNATURE' and a large, stylized number '7'.

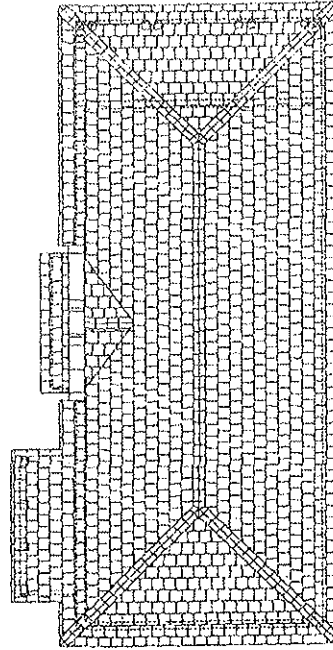
Deck 1689736  
 BK# 2354 Pg# 1360

*Blue Book*  
 JUL 06 2005

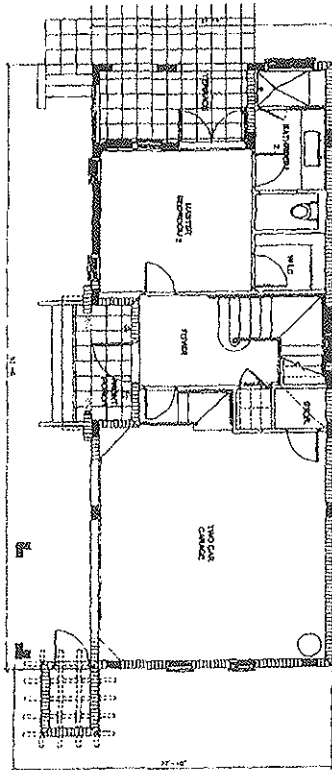
3  
 THIRD LEVEL  
 FLOOR PLAN



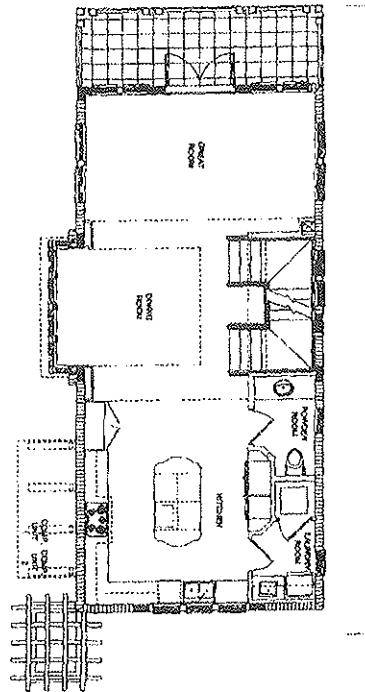
4  
 ROOF LEVEL  
 FLOOR PLAN



1  
 FIRST LEVEL  
 FLOOR PLAN



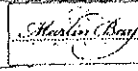
2  
 SECOND LEVEL  
 FLOOR PLAN



UNIT F-2B  
 FLOOR PLANS

NO.	DESCRIPTION	AMOUNT	DATE
1	CONTRACT	10,000.00	1/1/05
2	PERMITS	1,000.00	1/1/05
3	FOUNDATION	15,000.00	1/1/05
4	FLOORING	5,000.00	1/1/05
5	ROOFING	3,000.00	1/1/05
6	MECHANICAL	2,000.00	1/1/05
7	ELECTRICAL	1,500.00	1/1/05
8	PLUMBING	1,000.00	1/1/05
9	PAINTING	1,000.00	1/1/05
10	LANDSCAPING	1,000.00	1/1/05
11	STAIRS	1,000.00	1/1/05
12	DECK	1,000.00	1/1/05
13	WATER	1,000.00	1/1/05
14	SEWER	1,000.00	1/1/05
15	FOUNDATION	1,000.00	1/1/05
16	FLOORING	1,000.00	1/1/05
17	ROOFING	1,000.00	1/1/05
18	MECHANICAL	1,000.00	1/1/05
19	ELECTRICAL	1,000.00	1/1/05
20	PLUMBING	1,000.00	1/1/05
21	PAINTING	1,000.00	1/1/05
22	LANDSCAPING	1,000.00	1/1/05
23	STAIRS	1,000.00	1/1/05
24	DECK	1,000.00	1/1/05
25	WATER	1,000.00	1/1/05
26	SEWER	1,000.00	1/1/05
27	FOUNDATION	1,000.00	1/1/05
28	FLOORING	1,000.00	1/1/05
29	ROOFING	1,000.00	1/1/05
30	MECHANICAL	1,000.00	1/1/05
31	ELECTRICAL	1,000.00	1/1/05
32	PLUMBING	1,000.00	1/1/05
33	PAINTING	1,000.00	1/1/05
34	LANDSCAPING	1,000.00	1/1/05
35	STAIRS	1,000.00	1/1/05
36	DECK	1,000.00	1/1/05
37	WATER	1,000.00	1/1/05
38	SEWER	1,000.00	1/1/05
39	FOUNDATION	1,000.00	1/1/05
40	FLOORING	1,000.00	1/1/05
41	ROOFING	1,000.00	1/1/05
42	MECHANICAL	1,000.00	1/1/05
43	ELECTRICAL	1,000.00	1/1/05
44	PLUMBING	1,000.00	1/1/05
45	PAINTING	1,000.00	1/1/05
46	LANDSCAPING	1,000.00	1/1/05
47	STAIRS	1,000.00	1/1/05
48	DECK	1,000.00	1/1/05
49	WATER	1,000.00	1/1/05
50	SEWER	1,000.00	1/1/05
51	FOUNDATION	1,000.00	1/1/05
52	FLOORING	1,000.00	1/1/05
53	ROOFING	1,000.00	1/1/05
54	MECHANICAL	1,000.00	1/1/05
55	ELECTRICAL	1,000.00	1/1/05
56	PLUMBING	1,000.00	1/1/05
57	PAINTING	1,000.00	1/1/05
58	LANDSCAPING	1,000.00	1/1/05
59	STAIRS	1,000.00	1/1/05
60	DECK	1,000.00	1/1/05
61	WATER	1,000.00	1/1/05
62	SEWER	1,000.00	1/1/05
63	FOUNDATION	1,000.00	1/1/05
64	FLOORING	1,000.00	1/1/05
65	ROOFING	1,000.00	1/1/05
66	MECHANICAL	1,000.00	1/1/05
67	ELECTRICAL	1,000.00	1/1/05
68	PLUMBING	1,000.00	1/1/05
69	PAINTING	1,000.00	1/1/05
70	LANDSCAPING	1,000.00	1/1/05
71	STAIRS	1,000.00	1/1/05
72	DECK	1,000.00	1/1/05
73	WATER	1,000.00	1/1/05
74	SEWER	1,000.00	1/1/05
75	FOUNDATION	1,000.00	1/1/05
76	FLOORING	1,000.00	1/1/05
77	ROOFING	1,000.00	1/1/05
78	MECHANICAL	1,000.00	1/1/05
79	ELECTRICAL	1,000.00	1/1/05
80	PLUMBING	1,000.00	1/1/05
81	PAINTING	1,000.00	1/1/05
82	LANDSCAPING	1,000.00	1/1/05
83	STAIRS	1,000.00	1/1/05
84	DECK	1,000.00	1/1/05
85	WATER	1,000.00	1/1/05
86	SEWER	1,000.00	1/1/05
87	FOUNDATION	1,000.00	1/1/05
88	FLOORING	1,000.00	1/1/05
89	ROOFING	1,000.00	1/1/05
90	MECHANICAL	1,000.00	1/1/05
91	ELECTRICAL	1,000.00	1/1/05
92	PLUMBING	1,000.00	1/1/05
93	PAINTING	1,000.00	1/1/05
94	LANDSCAPING	1,000.00	1/1/05
95	STAIRS	1,000.00	1/1/05
96	DECK	1,000.00	1/1/05
97	WATER	1,000.00	1/1/05
98	SEWER	1,000.00	1/1/05
99	FOUNDATION	1,000.00	1/1/05
100	FLOORING	1,000.00	1/1/05

MARLIN BAY YACHT CLUB  
 UNIT F-2B

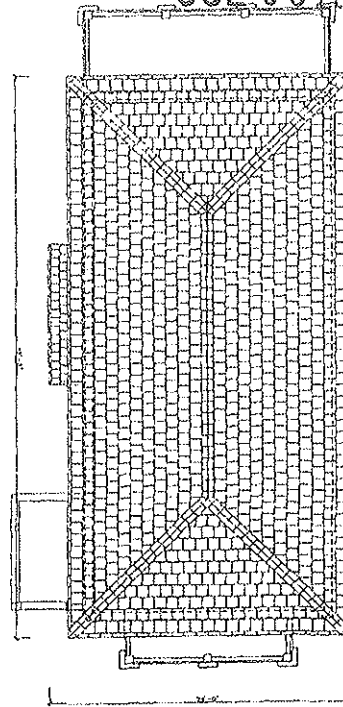


7%  
 FINANCING  
 THROUGH  
 MARLIN BAY

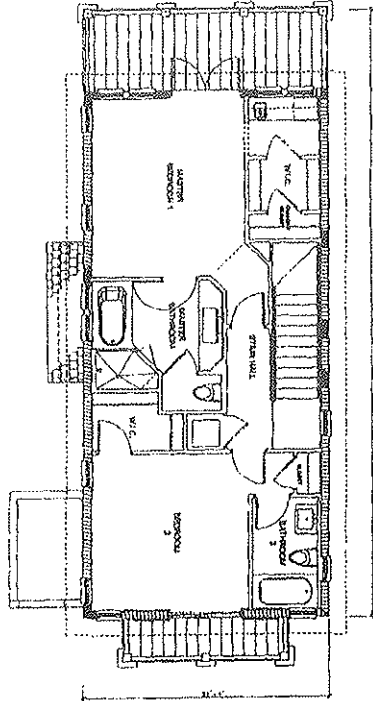
A-F2B-ID  
 2310



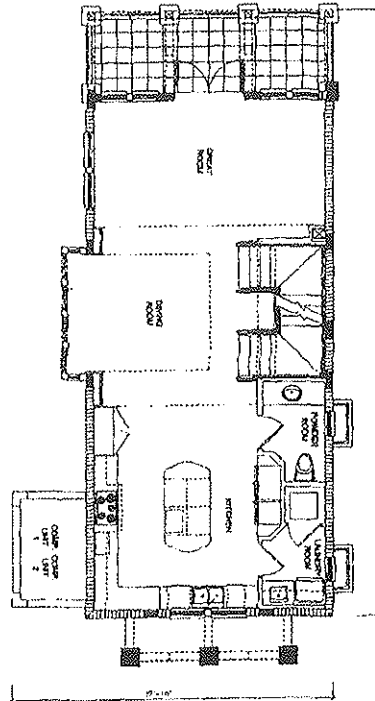
*Barry D. ...*  
 JUL 06 2005



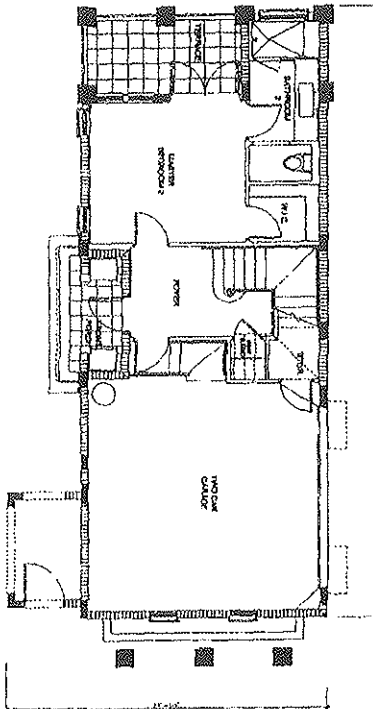
ROOF LEVEL  
 FLOOR PLAN



THIRD LEVEL  
 FLOOR PLAN



SECOND LEVEL  
 FLOOR PLAN



FIRST LEVEL  
 FLOOR PLAN

NO.	DESCRIPTION	AREA	PERCENT	DATE	BY	REVISION
1	FOUNDATION	100.00	100.00	01/01/05	...	...
2	FLOORING	...	...	...	...	...
3	CEILING	...	...	...	...	...
4	WALLS	...	...	...	...	...
5	DOORS	...	...	...	...	...
6	WINDOWS	...	...	...	...	...
7	STAIRS	...	...	...	...	...
8	BATH	...	...	...	...	...
9	KITCHEN	...	...	...	...	...
10	LIVING	...	...	...	...	...
11	DINING	...	...	...	...	...
12	BEDROOM	...	...	...	...	...
13	BEDROOM	...	...	...	...	...
14	BATH	...	...	...	...	...
15	HALL	...	...	...	...	...
16	CL. (CLOSET)	...	...	...	...	...
17	CL. (CLOSET)	...	...	...	...	...
18	CL. (CLOSET)	...	...	...	...	...
19	CL. (CLOSET)	...	...	...	...	...
20	CL. (CLOSET)	...	...	...	...	...
21	CL. (CLOSET)	...	...	...	...	...
22	CL. (CLOSET)	...	...	...	...	...
23	CL. (CLOSET)	...	...	...	...	...
24	CL. (CLOSET)	...	...	...	...	...
25	CL. (CLOSET)	...	...	...	...	...
26	CL. (CLOSET)	...	...	...	...	...
27	CL. (CLOSET)	...	...	...	...	...
28	CL. (CLOSET)	...	...	...	...	...
29	CL. (CLOSET)	...	...	...	...	...
30	CL. (CLOSET)	...	...	...	...	...
31	CL. (CLOSET)	...	...	...	...	...
32	CL. (CLOSET)	...	...	...	...	...
33	CL. (CLOSET)	...	...	...	...	...
34	CL. (CLOSET)	...	...	...	...	...
35	CL. (CLOSET)	...	...	...	...	...
36	CL. (CLOSET)	...	...	...	...	...
37	CL. (CLOSET)	...	...	...	...	...
38	CL. (CLOSET)	...	...	...	...	...
39	CL. (CLOSET)	...	...	...	...	...
40	CL. (CLOSET)	...	...	...	...	...
41	CL. (CLOSET)	...	...	...	...	...
42	CL. (CLOSET)	...	...	...	...	...
43	CL. (CLOSET)	...	...	...	...	...
44	CL. (CLOSET)	...	...	...	...	...
45	CL. (CLOSET)	...	...	...	...	...
46	CL. (CLOSET)	...	...	...	...	...
47	CL. (CLOSET)	...	...	...	...	...
48	CL. (CLOSET)	...	...	...	...	...
49	CL. (CLOSET)	...	...	...	...	...
50	CL. (CLOSET)	...	...	...	...	...

FLOOR PLANS / ROOF PLAN  
 Scale: 1/8" = 1'-0"

MARLIN BAY YACHT CLUB  
 UNIT F-3



A-F-3.10

2/10

DATE

BY

REVISION

NO.

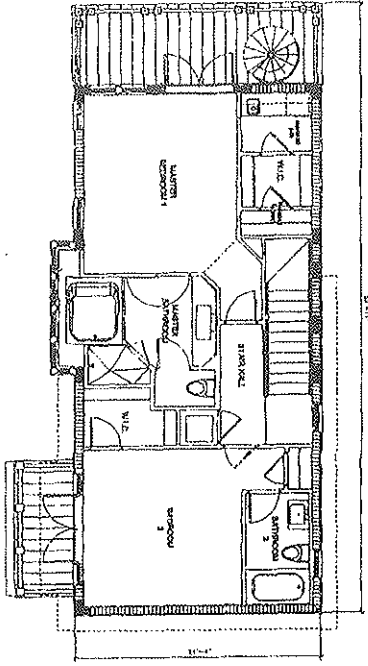
DATE

BY

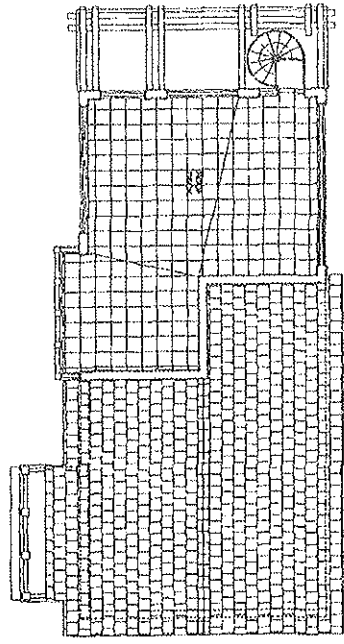
REVISION

*James Brook*  
 JUL 06 2005

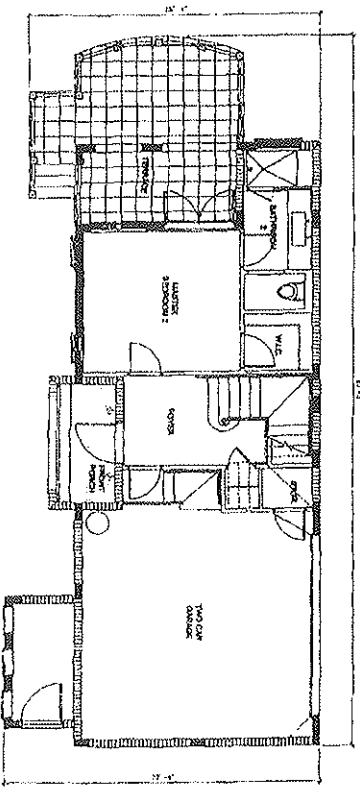
1  
 THIRD LEVEL  
 FLOOR PLAN



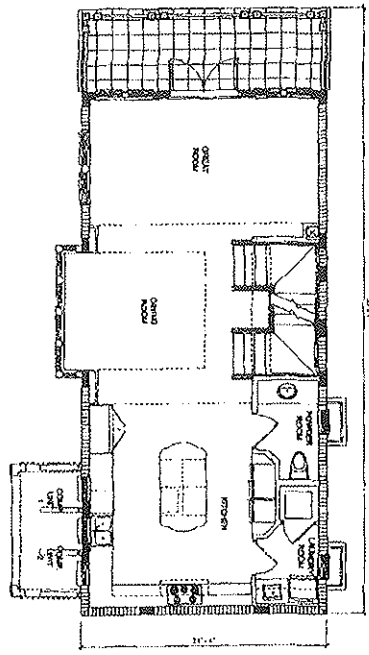
1  
 ROOF LEVEL  
 FLOOR PLAN



1  
 FIRST LEVEL  
 FLOOR PLAN



1  
 SECOND LEVEL  
 FLOOR PLAN

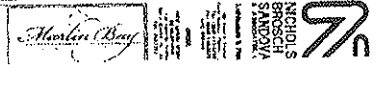


NO.	DESCRIPTION	NO.	AREA	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.	NO.
1	FRONT PORCH	2	MID PORCH	3	REAR PORCH	4	FRONT PORCH	5	MID PORCH	6	REAR PORCH	7	FRONT PORCH	8	MID PORCH
9	REAR PORCH	10	FRONT PORCH	11	MID PORCH	12	REAR PORCH	13	FRONT PORCH	14	MID PORCH	15	REAR PORCH	16	FRONT PORCH

FLOOR PLANS / ROOF PLAN

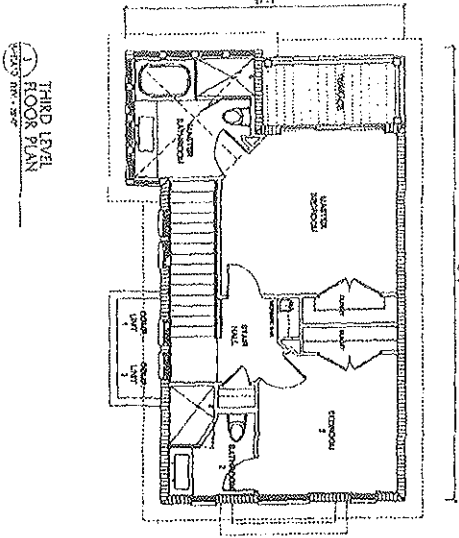
SCALE	DATE	BY	CHECKED

MARLIN BAY YACHT CLUB  
 UNIT F-4

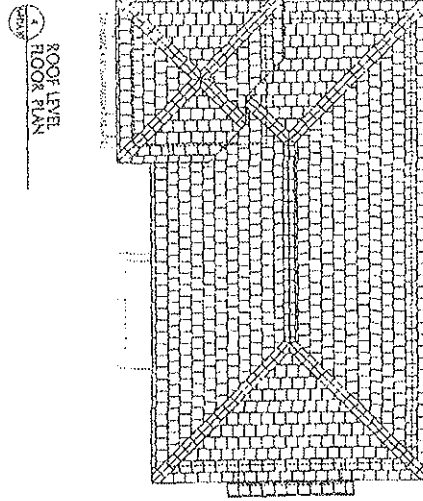


*Blue Bird*

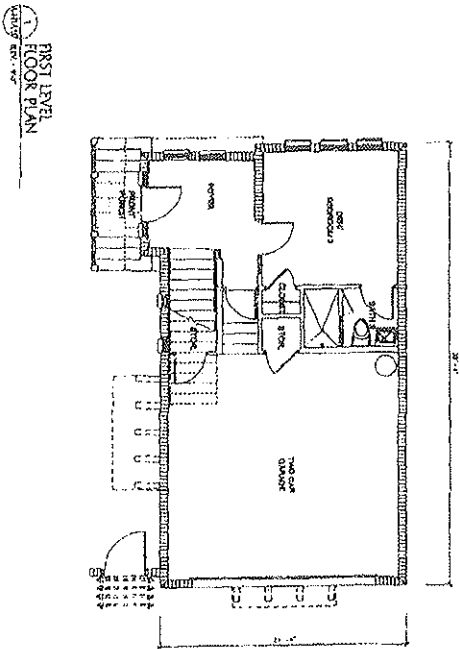
JUL 06 2005



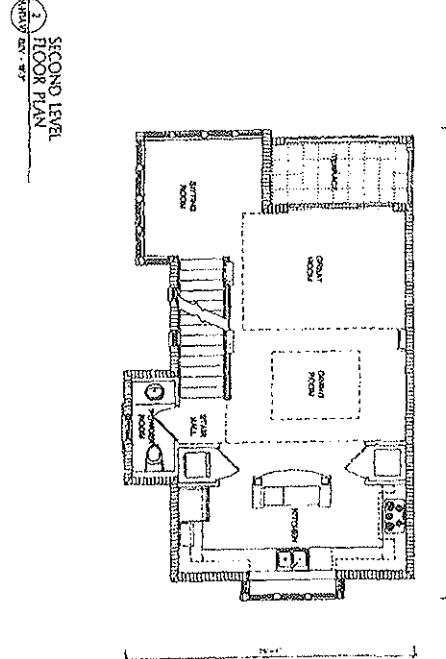
THIRD LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



ROOF LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



FIRST LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



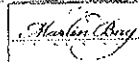
SECOND LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"

UNIT	AREA	TYPE	FINISH	CONTRACTOR	DATE
101	101	101	101	101	101
102	102	102	102	102	102
103	103	103	103	103	103
104	104	104	104	104	104
105	105	105	105	105	105
106	106	106	106	106	106
107	107	107	107	107	107
108	108	108	108	108	108
109	109	109	109	109	109
110	110	110	110	110	110
111	111	111	111	111	111
112	112	112	112	112	112
113	113	113	113	113	113
114	114	114	114	114	114
115	115	115	115	115	115
116	116	116	116	116	116
117	117	117	117	117	117
118	118	118	118	118	118
119	119	119	119	119	119
120	120	120	120	120	120

UNIT "H-1A" - FLOOR PLANS  
 SCALE: 1/8" = 1'-0"

ZONE: N.E. 20

MARLIN BAY YACHT CLUB  
 UNIT "H-1A"

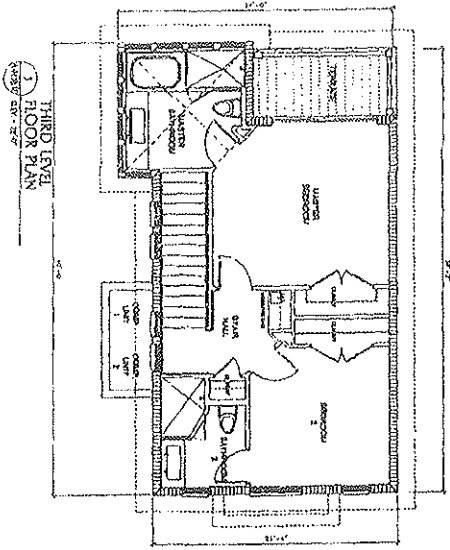


ARCHITECTS  
 BROSCH  
 2000  
 1000

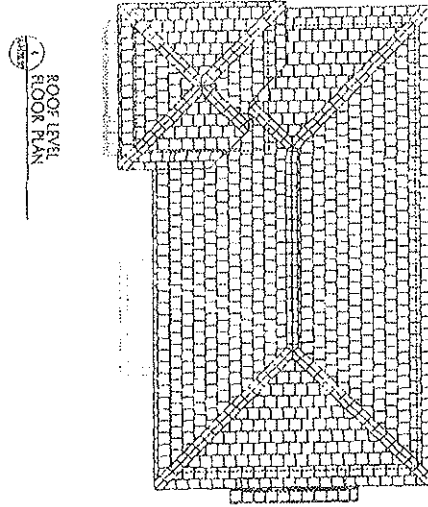


Doc# 1689736  
 BKN 2354 Pgt 1364

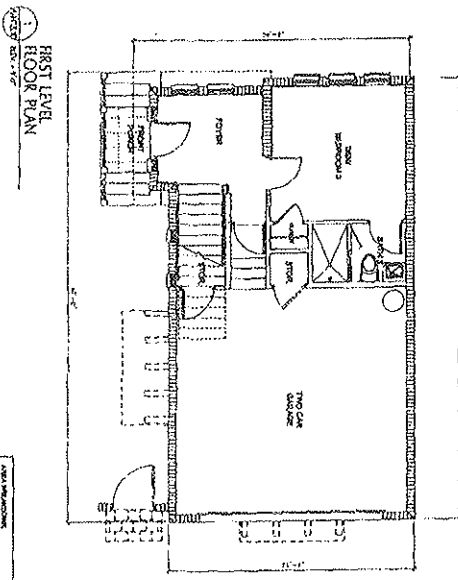
*Bruckhoff*  
 JUL 06 2005



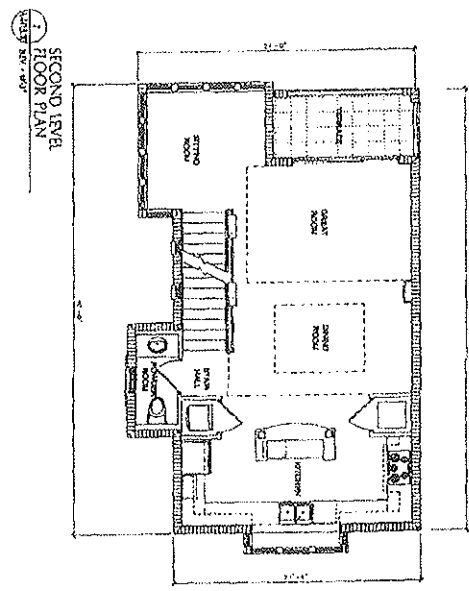
THIRD LEVEL  
 FLOOR PLAN  
 DATE: 07-06-05



ROOF LEVEL  
 FLOOR PLAN  
 DATE: 07-06-05



FIRST LEVEL  
 FLOOR PLAN  
 DATE: 07-06-05



SECOND LEVEL  
 FLOOR PLAN  
 DATE: 07-06-05

UNIT "H1-B" - FLOOR PLANS

ROOM	AREA (SQ. FT.)	PERCENTAGE	FINISHES	NOTES
TOTAL	282.00	100%		
LIVING ROOM	112.00	39.7%		
DINING ROOM	108.00	38.3%		
KITCHEN	42.00	14.9%		
BATH	18.00	6.4%		
STAIRS	10.00	3.5%		
TOTAL	282.00	100%		

ZONE: VET 210

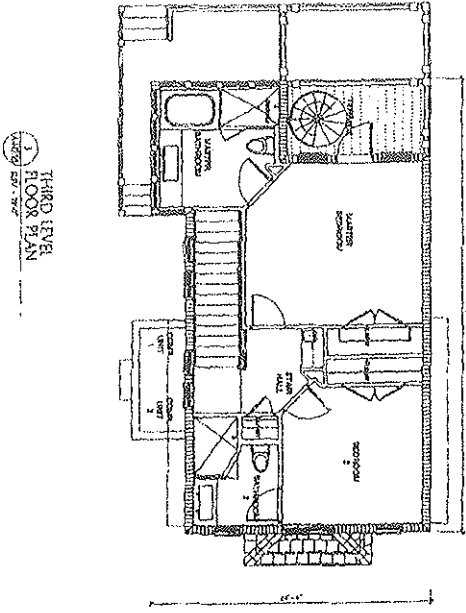
A-HB-10

MARLIN BAY YACHT CLUB  
 UNIT "H1-B"

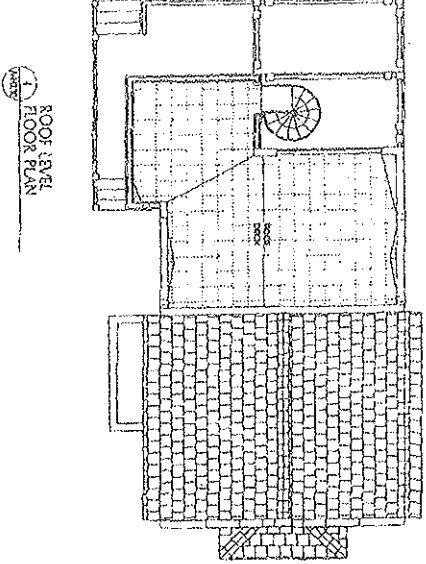
*Marlin Bay*

MICHOLES PROSOL SANDOVAL

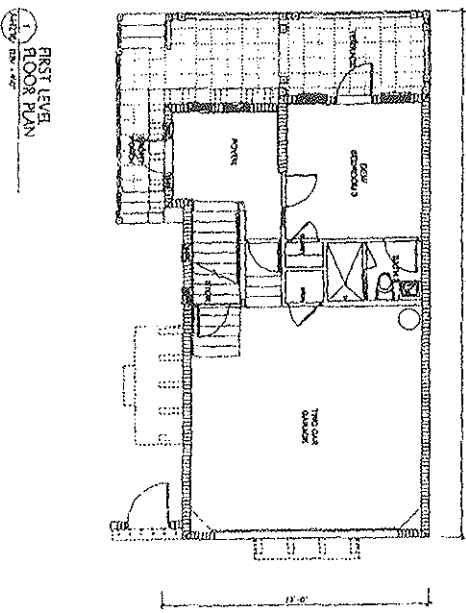
*Handwritten Signature*  
 JUL 06 2005



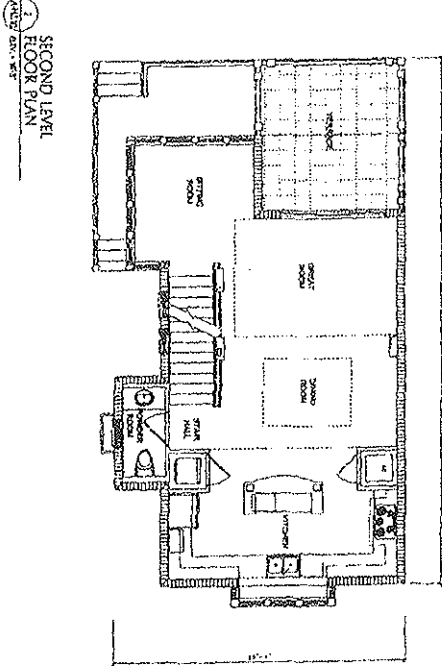
THIRD LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



THIRD LEVEL  
 ROOF PLAN  
 SCALE: 1/8" = 1'-0"



FIRST LEVEL  
 FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



FIRST LEVEL  
 ROOF PLAN  
 SCALE: 1/8" = 1'-0"

AREA DESCRIPTION	SQ. FT.		SQ. YD.		TOTAL
	AREA	VOLUME	AREA	VOLUME	
FIRST FLOOR	1,100	110	125	12.5	1,225
SECOND FLOOR	1,100	110	125	12.5	1,225
THIRD FLOOR	1,100	110	125	12.5	1,225
ROOF	1,100	110	125	12.5	1,225
TOTAL	4,400	440	500	50	4,900

FLOOR PLANS / ROOF PLAN

MARLIN BAY YACHT CLUB  
 UNIT H-2

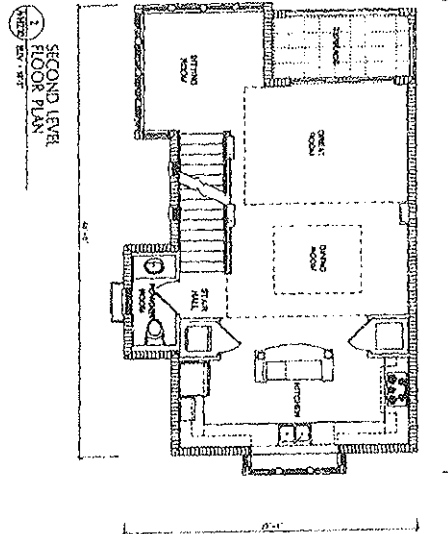
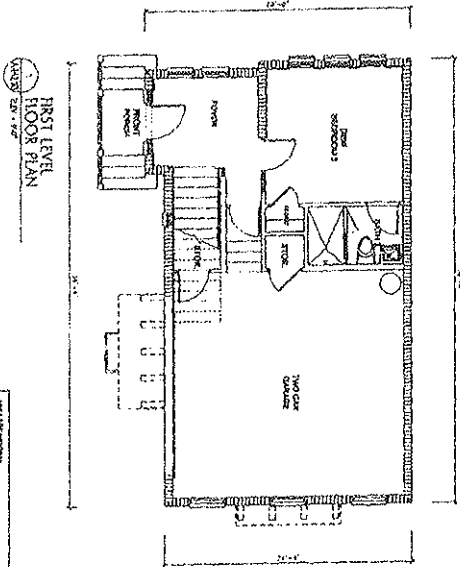
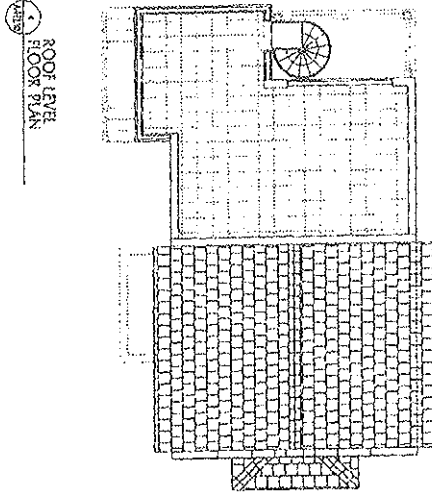
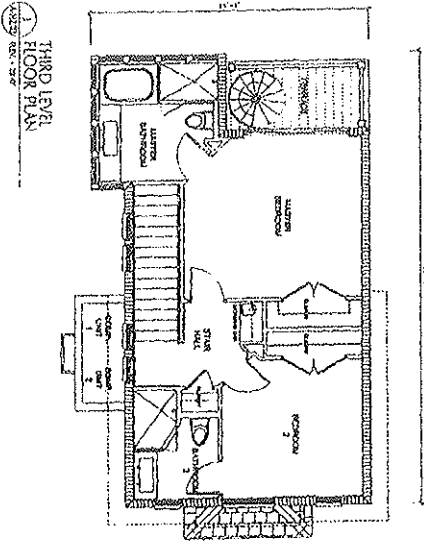
*Marlin Bay*  
 ANCHORS  
 BROSC  
 SANDOIA  
 72

A-H2-30
210

*Richard's Brosch*

JUL 06 2005

Doc# 1889736  
Bk# 2354 Pg# 1366



UNIT 71-3A - FLOOR PLANS

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE	PERMITS	REMARKS
1	FIRST FLOOR	1,200	100%	12.12'	
2	SECOND FLOOR	1,200	100%	12.72'	
3	THIRD FLOOR	1,200	100%	12.72'	
4	ROOF	1,200	100%	12.72'	
5	TOTAL	4,800	100%		

MARLIN BAY YACHT CLUB  
UNIT "H-2A"



RICHARD'S  
BROSCH  
SANDERSON  
ARCHITECTS

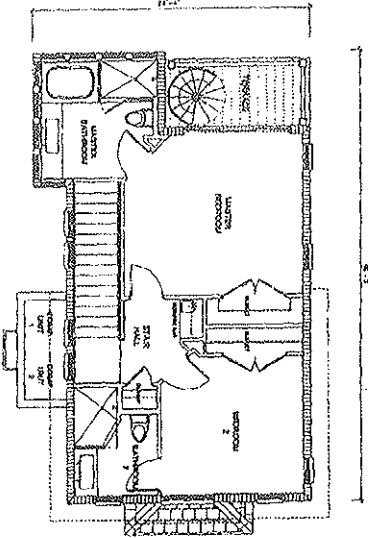


*Paul Brock*

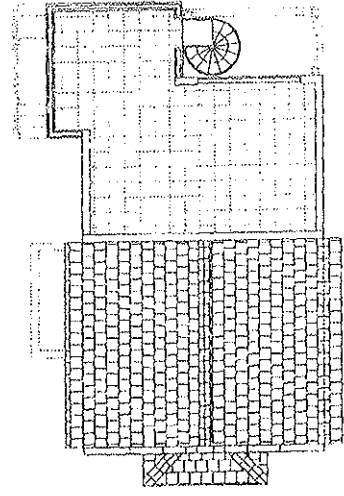
JUL 06 2005

Doc# 1689736  
Bk# 2354 Pg# 1367

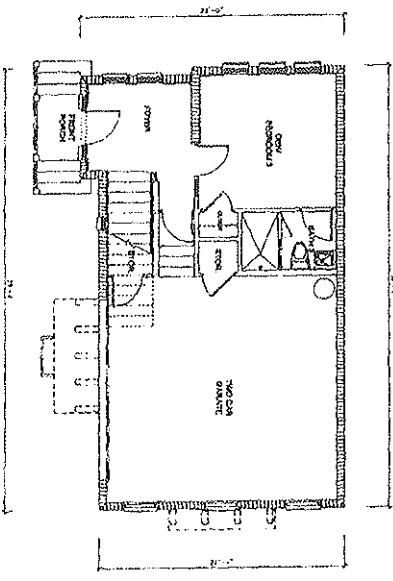
THIRD LEVEL  
FLOOR PLAN  
1  
15'-0" 21'-0"



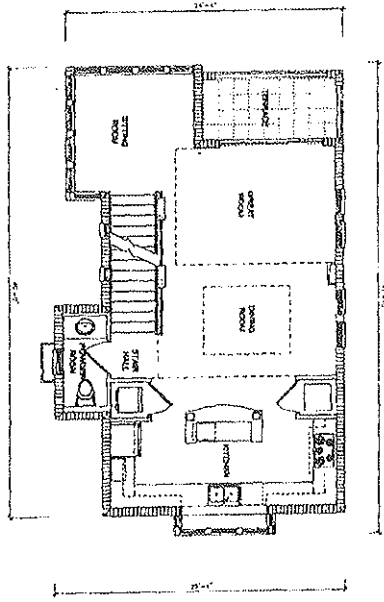
ROOF LEVEL  
FLOOR PLAN  
4  
15'-0" 21'-0"



FIRST LEVEL  
FLOOR PLAN  
1  
15'-0" 21'-0"



SECOND LEVEL  
FLOOR PLAN  
1  
15'-0" 21'-0"



UNIT "H-3B" - FLOOR PLANS  
ZONE VI 4.0

NO.	DESCRIPTION	AREA	PERCENT	TOTAL
1	FIRST LEVEL	1,100	100%	1,100
2	SECOND LEVEL	1,100	100%	1,100
3	THIRD LEVEL	1,100	100%	1,100
4	ROOF LEVEL	1,100	100%	1,100
5	TOTAL	4,400	400%	4,400

A-H3B-X1	2310
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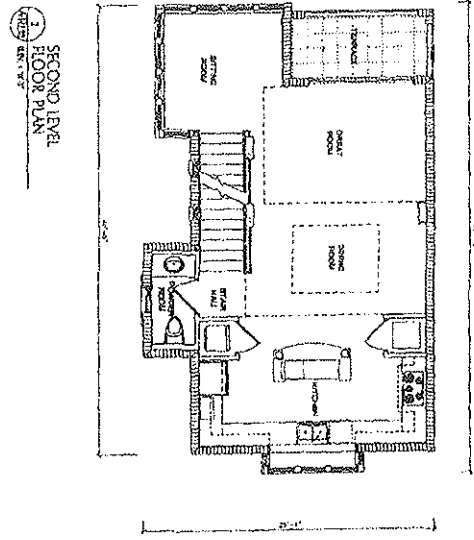
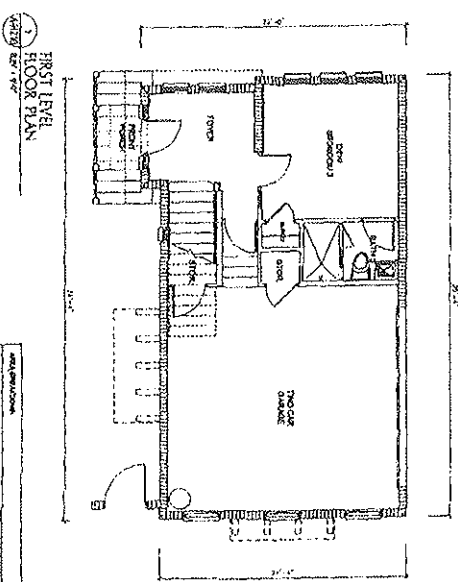
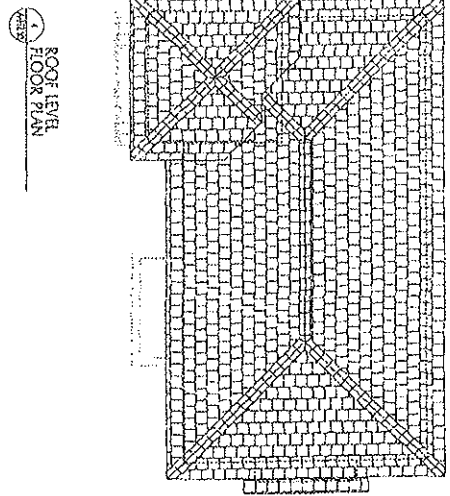
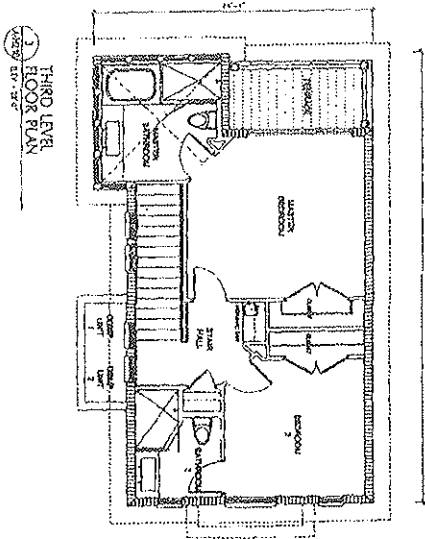
MARLIN BAY YACHT CLUB  
UNIT "H-3B"



NADPHS & BROOKLYN SANDWICH



*Handwritten Signature*  
 JUL 06 2005



UNIT "H-4" - FLOOR PLANS  
 SCALE: 1/8" = 1'-0"

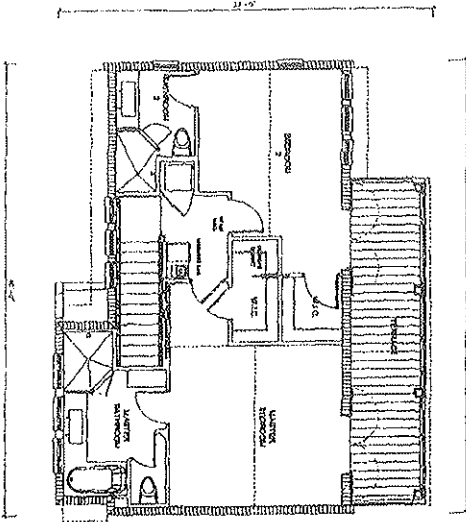
NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMITS	07/06/05		
2	REVISED PER COMMENTS	07/06/05		
3	REVISED PER COMMENTS	07/06/05		
4	REVISED PER COMMENTS	07/06/05		
5	REVISED PER COMMENTS	07/06/05		
6	REVISED PER COMMENTS	07/06/05		
7	REVISED PER COMMENTS	07/06/05		
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9	REVISED PER COMMENTS	07/06/05		
10	REVISED PER COMMENTS	07/06/05		



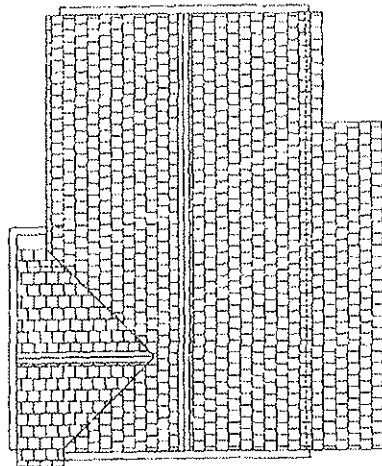
Doc# 1689736  
 Bk# 2354 Pg# 1369

*Paul Brook*  
 JUL 06 2005

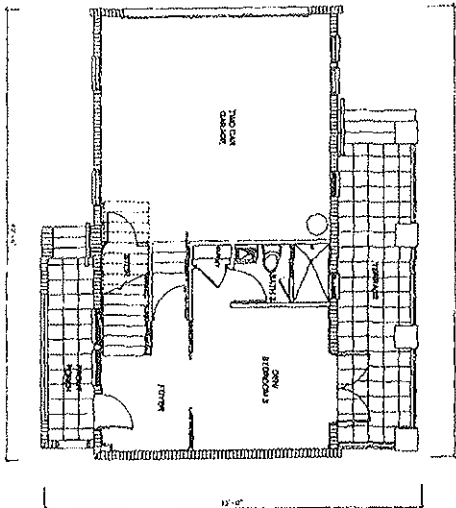
1-3  
 THIRD LEVEL  
 FLOOR PLAN



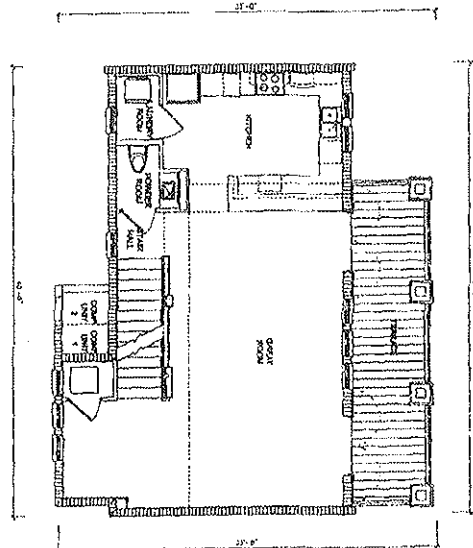
1-4  
 ROOF LEVEL  
 FLOOR PLAN



1-5  
 FIRST LEVEL  
 FLOOR PLAN



1-6  
 SECOND LEVEL  
 FLOOR PLAN

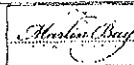


DESCRIPTION	LT	RT	OVALL	VEIK	TOTAL
CLUB	168 SF	168 SF	336 SF		336 SF
KITCHEN	108 SF	108 SF	216 SF		216 SF
BATH	54 SF	54 SF	108 SF		108 SF
BED	108 SF	108 SF	216 SF		216 SF
LIVING	108 SF	108 SF	216 SF		216 SF
TOTAL	544 SF	544 SF	1088 SF		1088 SF

ZONE: AE 02

UNIT 1-2 - FLOOR PLANS  
 DATE: 07.01.05

MARLIN BAY YACHT CLUB  
 UNIT "1-2"



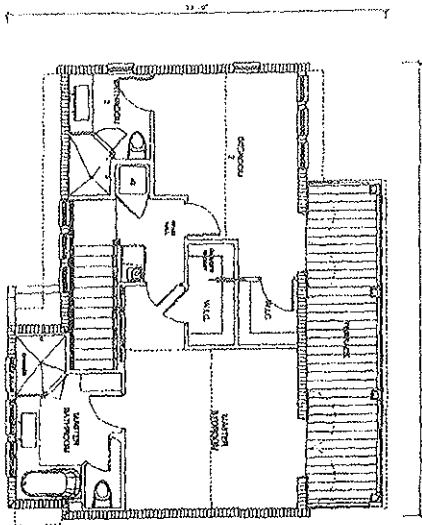
NICHOLS  
 BRONKH  
 SANITARY



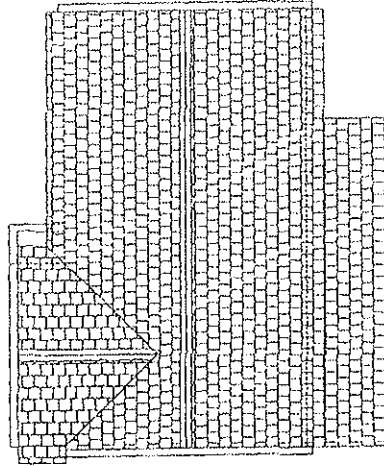
A-12-10

*Blue Book*  
 JUL 06 2005

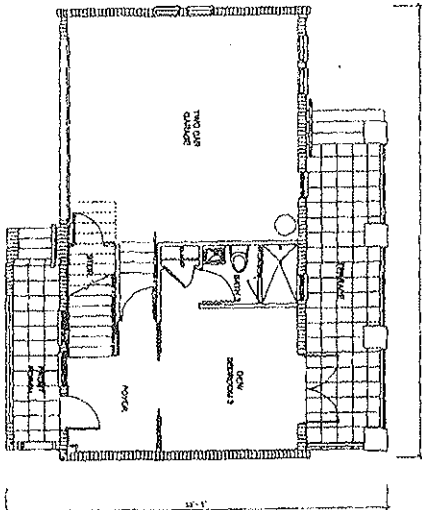
THIRD LEVEL FLOOR PLAN



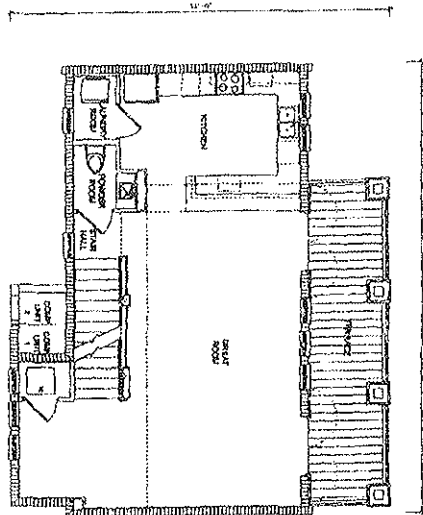
ROOF LEVEL FLOOR PLAN



FIRST LEVEL FLOOR PLAN



SECOND LEVEL FLOOR PLAN



NO.	DESCRIPTION	AREA	PERCENT	DATE
1	1st FLOOR	1,200	100%	1/01/05
2	2nd FLOOR	1,200	100%	1/01/05
3	3rd FLOOR	1,200	100%	1/01/05
4	ROOF	1,200	100%	1/01/05
5	TOTAL	4,800	100%	1/01/05

UNIT "I-A" - FLOOR PLANS

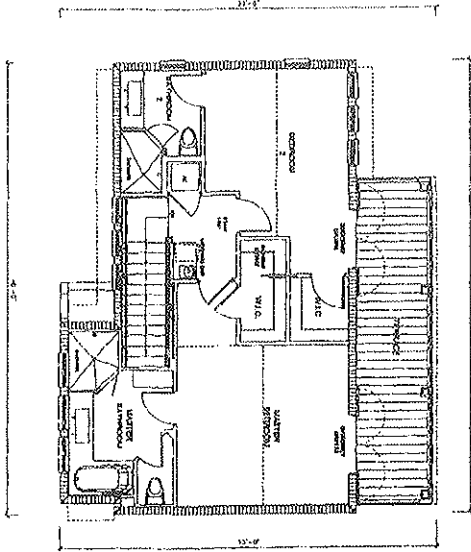
**MARLIN BAY YACHT CLUB**  
 UNIT "I-A"

*Marlin Bay*  
 ARCHITECTS  
 2000 S. SANDWAL

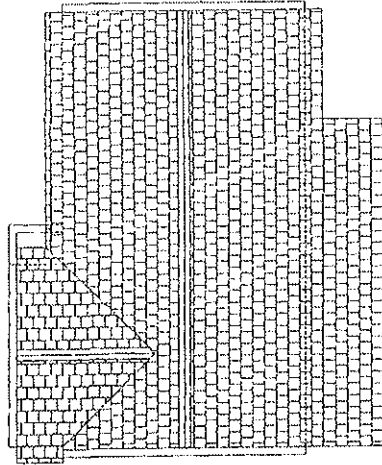
A-1/A-10

*David B. Wood*  
 JUL 06 2005

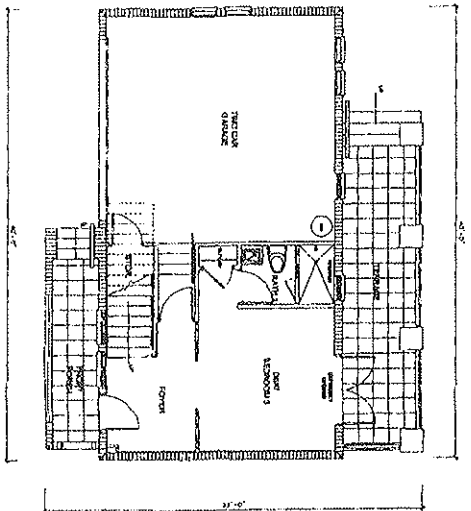
7  
 1/8" = 1'-0"  
 THIRD LEVEL  
 FLOOR PLAN



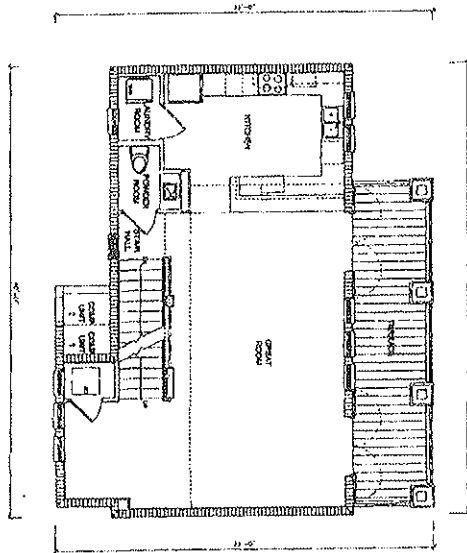
7  
 1/8" = 1'-0"  
 ROOF LEVEL  
 FLOOR PLAN



7  
 1/8" = 1'-0"  
 FIRST LEVEL  
 FLOOR PLAN



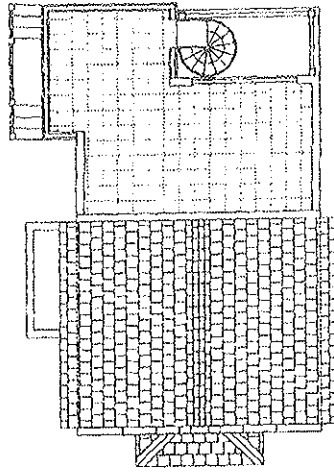
7  
 1/8" = 1'-0"  
 SECOND LEVEL  
 FLOOR PLAN



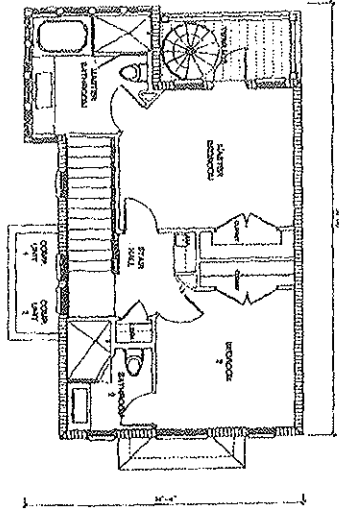
UNIT "IB" - FLOOR PLANS		TOTAL	
AREA	1,234.56	AREA	1,234.56
PERIMETER	123.45	PERIMETER	123.45
STAIRS	12.34	STAIRS	12.34
LOBBY	12.34	LOBBY	12.34
OFFICE	12.34	OFFICE	12.34
RESTROOM	12.34	RESTROOM	12.34
STORAGE	12.34	STORAGE	12.34
MECHANICAL	12.34	MECHANICAL	12.34
OTHER	12.34	OTHER	12.34
TOTAL	1,234.56	TOTAL	1,234.56

UNIT "IB" - FLOOR PLANS  
 SCALE: 1/8" = 1'-0"

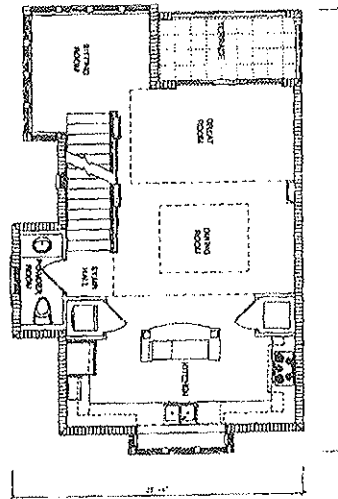
*BluePrint*  
 JUL 06 2005



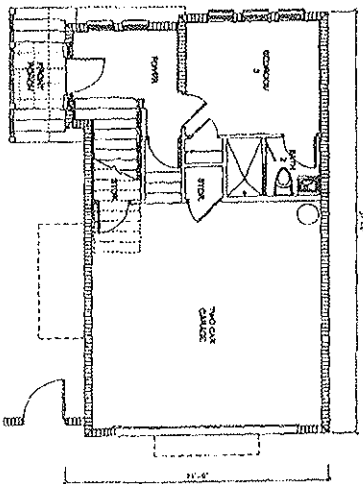
1  
 ROOF LEVEL  
 FLOOR PLAN



3  
 THIRD LEVEL  
 FLOOR PLAN



2  
 SECOND LEVEL  
 FLOOR PLAN



1  
 FIRST LEVEL  
 FLOOR PLAN

NO.	DESCRIPTION	AC	AREA	NO.	AREA	NO.	AREA	NO.	AREA	NO.	AREA	NO.	AREA	NO.	AREA	NO.	AREA
1	FIRST LEVEL	1000	1000	2	SECOND LEVEL	1000	1000	3	THIRD LEVEL	1000	1000	4	ROOF LEVEL	1000	1000	5	TOTAL
1	FIRST LEVEL	1000	1000	2	SECOND LEVEL	1000	1000	3	THIRD LEVEL	1000	1000	4	ROOF LEVEL	1000	1000	5	TOTAL

UNIT "K" - FLOOR PLANS

**MARLIN BAY YACHT CLUB**  
 UNIT "K"

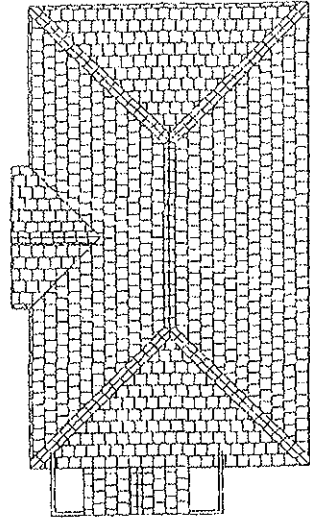
*Marlin Bay*

NICHOLS  
 ENGINEERING  
 ARCHITECTS

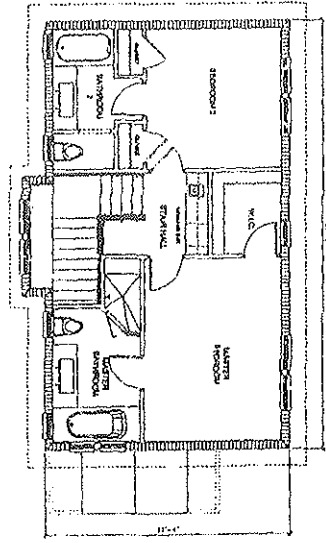
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Doc# 1689736  
 Bk# 2354 P# 1373

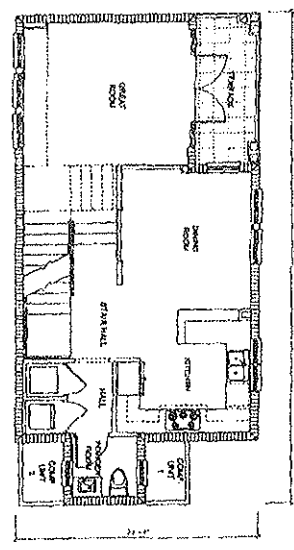
*Handwritten Signature*  
 JUL 06 2005



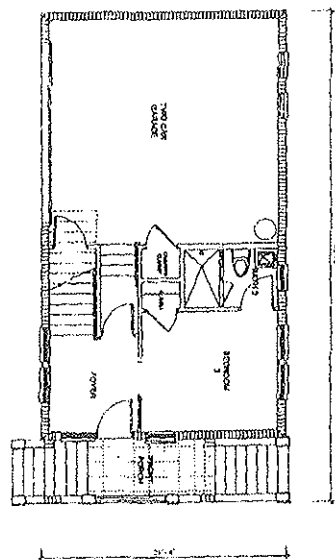
ROOF LEVEL  
 FLOOR PLAN



THIRD LEVEL  
 FLOOR PLAN



SECOND LEVEL  
 FLOOR PLAN



FIRST LEVEL  
 FLOOR PLAN

Room	Area	Volume	Notes
Living Room	1,200 sq ft	12,000 cu ft	
Dining Room	800 sq ft	8,000 cu ft	
Kitchen	600 sq ft	6,000 cu ft	
Bathroom	400 sq ft	4,000 cu ft	
Bedroom	500 sq ft	5,000 cu ft	
Staircase	200 sq ft	2,000 cu ft	
Hall	100 sq ft	1,000 cu ft	
Storage	100 sq ft	1,000 cu ft	
Other	100 sq ft	1,000 cu ft	
<b>TOTAL</b>	<b>3,900 sq ft</b>	<b>39,000 cu ft</b>	

UNIT "L-2" - FLOOR PLANS

**MARLIN BAY YACHT CLUB**  
 UNIT "L-2"

*Marlin Bay*

ARCHITECTS  
 BRUNNEN  
 1000 N. ...

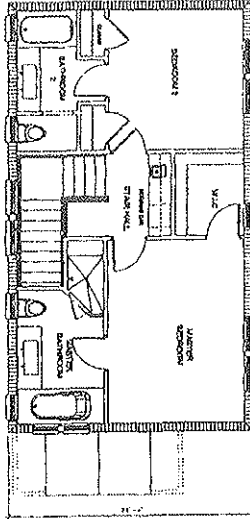
2010

A-1-2,10

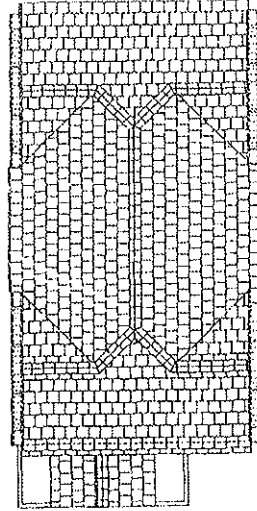
Doc# 1689736  
 BKN 2354 Pgn 1374

*Handwritten Signature*  
 JUL 06 2005

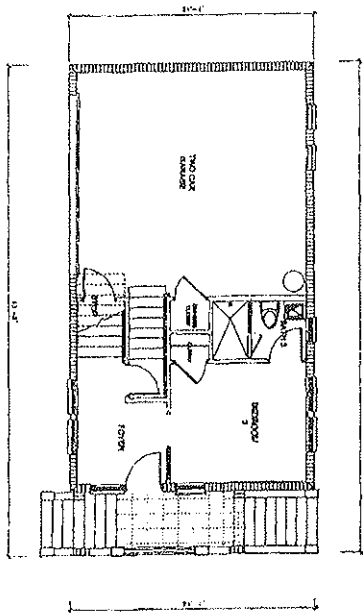
3  
 THIRD LEVEL  
 FLOOR PLAN



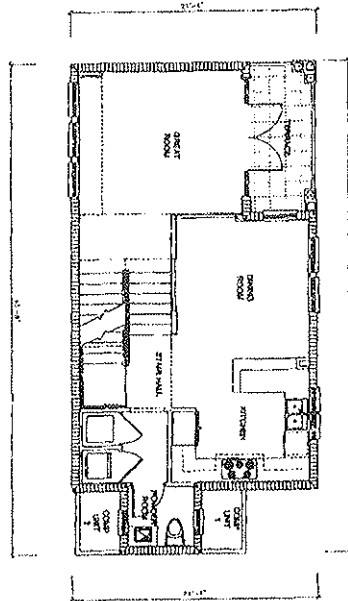
4  
 ROOF LEVEL  
 FLOOR PLAN



1  
 FIRST LEVEL  
 FLOOR PLAN



2  
 SECOND LEVEL  
 FLOOR PLAN



ROOM	AREA	FINISH	FINISH	FINISH	FINISH	FINISH	FINISH	FINISH	FINISH
HALL	20.0	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"
BATH	10.0	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"
BR	10.0	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"
CL	10.0	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"
STAIRS	10.0	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"
TOTAL	60.0								

UNIT "L-1A" - FLOOR PLANS

MARLIN BAY YACHT CLUB  
 UNIT "L-1A"

*Handwritten Signature*

ARCHITECT  
 2310

DATE: 7/6/05

SCALE: AS SHOWN

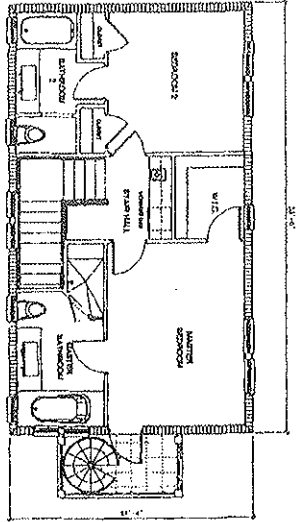
PROJECT: MARLIN BAY YACHT CLUB UNIT "L-1A"

NO. 1

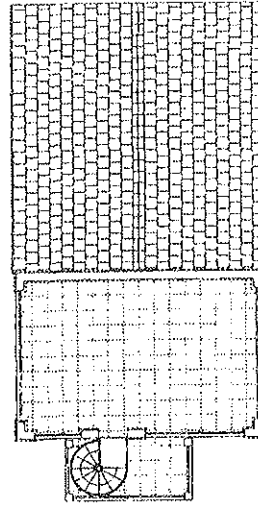
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*Handwritten Signature*  
 JUL 06 2005

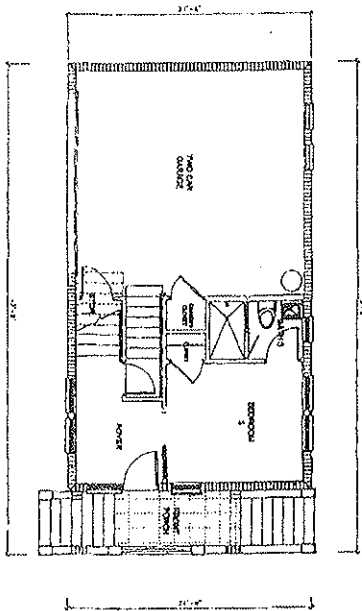
1  
 THIRD LEVEL  
 FLOOR PLAN  
 A10  
 REV. 07.18.07



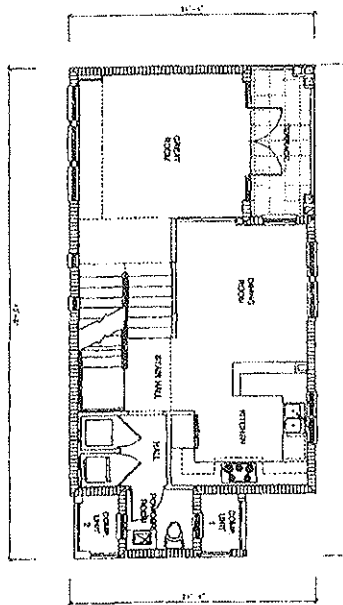
1  
 ROOF LEVEL  
 FLOOR PLAN  
 A10  
 REV. 07.18.07



1  
 FIRST LEVEL  
 ROOF PLAN  
 A10  
 REV. 07.18.07



1  
 SECOND LEVEL  
 FLOOR PLAN  
 A10  
 REV. 07.18.07

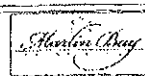


UNIT "L-1B" - FLOOR PLANS

DESCRIPTION	UNIT	AREA	REMARKS
FLOORING	210	11.5	
WALLS	210	11.5	
CEILING	210	11.5	
MECHANICAL	210	11.5	
TOTAL	210	11.5	

DATE: 07.18.07

MARLIN BAY YACHT CLUB  
 UNIT "L-1B"



NICHOLS  
 BROOKS  
 STAMPA  
 70

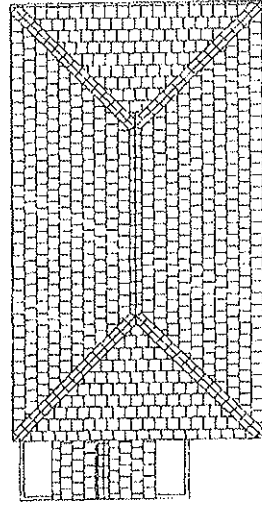
A-L-1B-X

210

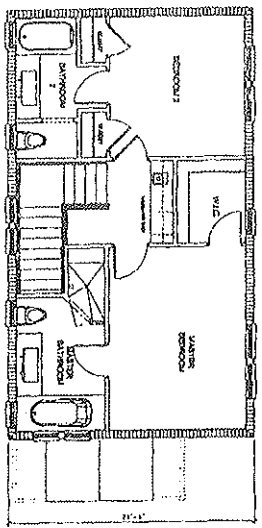
*David Bond*

JUL 06 2005

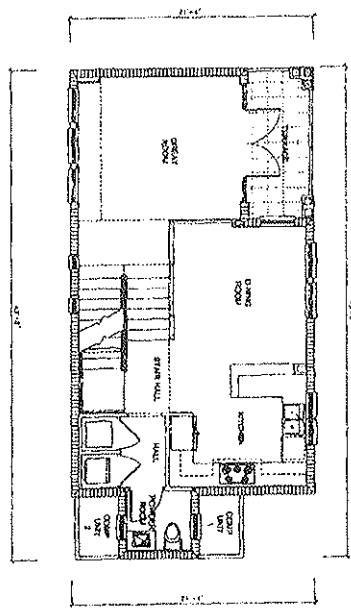
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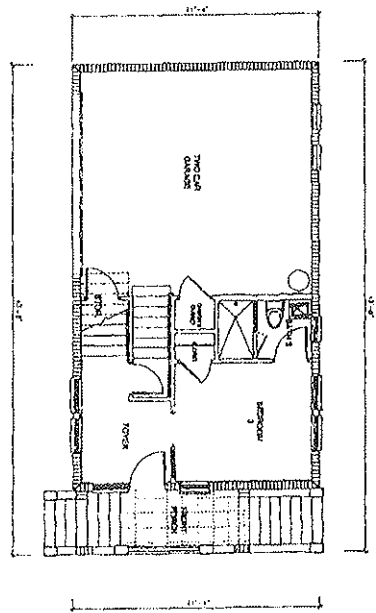
1  
ROOF LEVEL  
FLOOR PLAN



3  
THIRD LEVEL  
FLOOR PLAN



2  
SECOND LEVEL  
FLOOR PLAN



1  
FIRST LEVEL  
FLOOR PLAN

MONROE COUNTY  
OFFICIAL RECORDS

DETAILED INFORMATION										
NO.	DATE	QUANTITY	STANDARD	MARK	VOLUME	NO.	DATE	QUANTITY	STANDARD	MARK
1	11/15/04	1	11/15/04	11/15/04	11/15/04	1	11/15/04	1	11/15/04	11/15/04
2	11/15/04	1	11/15/04	11/15/04	11/15/04	2	11/15/04	1	11/15/04	11/15/04
3	11/15/04	1	11/15/04	11/15/04	11/15/04	3	11/15/04	1	11/15/04	11/15/04
4	11/15/04	1	11/15/04	11/15/04	11/15/04	4	11/15/04	1	11/15/04	11/15/04
5	11/15/04	1	11/15/04	11/15/04	11/15/04	5	11/15/04	1	11/15/04	11/15/04
6	11/15/04	1	11/15/04	11/15/04	11/15/04	6	11/15/04	1	11/15/04	11/15/04
7	11/15/04	1	11/15/04	11/15/04	11/15/04	7	11/15/04	1	11/15/04	11/15/04
8	11/15/04	1	11/15/04	11/15/04	11/15/04	8	11/15/04	1	11/15/04	11/15/04
9	11/15/04	1	11/15/04	11/15/04	11/15/04	9	11/15/04	1	11/15/04	11/15/04
10	11/15/04	1	11/15/04	11/15/04	11/15/04	10	11/15/04	1	11/15/04	11/15/04

UNIT "L-1C" - FLOOR PLANS

MARLIN BAY YACHT CLUB  
UNIT "L-1C"

*Marlin Bay*

ARCHITECT'S PROPOSAL & PERMITS

2310

A-L-1C-30