

RESOLUTION NO. 2009-168

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE ACTING CITY MANAGER TO NEGOTIATE A CONTRACT FOR THE SALE AND PURCHASE OF REAL PROPERTY FROM DAVID G. & CHARLENE G. JACKSON TO BE USED AS THE LOCATION FOR THE AREA #7 WASTEWATER TREATMENT PLANT AND GRASSY KEY FIRE STATION; AUTHORIZING THE ACTING CITY MANAGER AND CITY ATTORNEY TO TAKE ALL STEPS NECESSARY AND EXPEND ALL APPROPRIATE FUNDS TO COMPLETE ALL INVESTIGATIONS NECESSARY TO PURCHASE THE REAL PROPERTY; AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE ANY ADDITIONAL DOCUMENTS PERTAINING TO THE PURCHASE OF THE REAL PROPERTY AND TAKE ALL ACTION NECESSARY TO CLOSE ON THE PURCHASE OF THE PROPERTY; FINDING AND DETERMINING THAT THE PROPERTY ACQUIRED BY THE CITY SHALL BE USED FOR PUBLIC PURPOSES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon, Florida (the "City") wishes to purchase a parcel of real property which is further described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the City intends to acquire the Property for public purposes, specifically for the Area #7 Wastewater Treatment Plant and Grassy Key Fire Station; and

WHEREAS, the City Council has determined that purchasing the Property is in the best interest of the City.

WHEREAS, the City's Land Acquisition Committee unanimously supports this purchase.

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 by this reference.

Section 2. The City Manager is hereby authorized to negotiate and execute a contract for sale and purchase in an amount not to exceed Six Hundred Sixty-Seven Thousand Dollars (\$667,000) (the "Contract"), subject to the terms and conditions as may be acceptable to the City Manager, and approved as to form and legality by the City Attorney.


Section 3. The City Manager and the City Attorney are authorized to take all steps necessary and expend all appropriate funds to complete all due diligence investigations necessary to purchase the Property. The City Manager is hereby authorized to obtain financing to purchase the Property. The City Manager is authorized to execute additional documents pertaining to the purchase of the Property including the closing documents, and to take all action necessary to close on the purchase of the Property.

Section 4. The City Council finds and determines that the Property shall be held or used for public purposes, specifically for use as a wastewater treatment plant and fire station.

Section 5. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this 8th day of December, 2009.

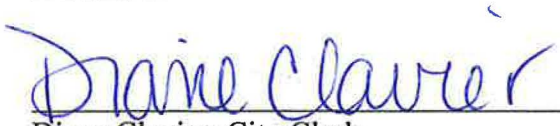
CITY OF MARATHON, FLORIDA



Mayor Ginger Snead

AYES: Cinque, Ramsay, Keating, Worthington, Snead
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



City Attorney

EXHIBIT "A"

Legal Description of the Fee Simple Parcel

A PARCEL OF LAND BEING A PART OF STATE ROAD NO. 5, SECTION 90040 AS SHOWN ON RIGHT OF WAY MAP SHEET NO. 13 OF 14. PREPARED BY CARR SMITH & ASSOCIATES, APPROVED JANUARY 31, 1980, ALSO BEING A PART OF OFFICIAL RECORDS BOOK 816, PAGE 1936 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF U.S. HIGHWAY NO. 1, AS CONSTRUCTED AND EXISTING NOVEMBER 15, 1959, WITH THE WEST LINE OF GOVERNMENT LOT 1, SECTION 19, TOWNSHIP 65 SOUTH, RANGE 34 EAST, TALLAHASSEE MERIDIAN, GRASSY KEY, MONROE COUNTY, FLORIDA, WHICH LINE IS ALSO THE EAST LINE OF SAN SOUCI SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 160 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; BEAR NORTH 00 DEGREES 49 MINUTES 23 SECONDS WEST, A DISTANCE OF 95.66 FEET TO THE RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 5, AS EXISTING NOVEMBER 15, 1959, ALSO BEING THE SOUTHEASTERLY CORNER OF SAID SAN SOUCI SUBDIVISION, SAID CORNER TO BE KNOWN AS THE POINT OF BEGINNING OF THE PARCEL HEREINAFTER TO BE DESCRIBED, FROM SAID POINT OF BEGINNING BEAR NORTH 50 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG A LINE 41.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD STATE ROAD NO. 4A, A DISTANCE OF 273.00 FEET TO A POINT; THENCE BEAR NORTH 39 DEGREES 11 MINUTES 23 SECONDS WEST, A DISTANCE OF 138.00 FEET, TO A POINT; THENCE BEAR SOUTH 50 DEGREES 48 MINUTES 37 SECONDS WEST, A DISTANCE OF 163.75 FEET TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 1; THENCE BEAR SOUTH 00 DEGREES 49 MINUTES 23 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 176.01 FEET BACK TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 30,135,971 PLUS OR MINUS SQUARE FOOT, I.E. 0.692 ACRES, MORE OR LESS.

EXHIBIT "B"

Legal Description of the Leased Parcel

EXHIBIT "C"

NON-AD VALOREM ASSESSMENTS

(see attached)

EXHIBIT "D"

Legal Description of the New FDOT Lease Parcel

A PARCEL OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY, BEING A PART OF STATE ROAD NO. 5, SECTION 90040 AS SHOWN ON RIGHT OF WAY MAP SHEET NO. 13 OF 14, PREPARED BY CARR SMITH & ASSOCIATES, APPROVED JANUARY 31, 1980, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF U.S. HIGHWAY NO. 1, AS CONSTRUCTED AND EXISTING NOVEMBER 15, 1959, WITH THE WEST LINE OF GOVERNMENT LOT 1, SECTION 19, TOWNSHIP 65 SOUTH, RANGE 34 EAST, TALLAHASSEE MERIDIAN, GRASSY KEY, MONROE COUNTY, FLORIDA, WHICH LINE IS ALSO THE EAST LINE OF SAN SOUCI SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 160 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; BEAR NORTH 00 DEGREES 49 MINUTES 23 SECONDS WEST, A DISTANCE OF 95.66 FEET TO THE RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 5, AS EXISTING NOVEMBER 15, 1959, ALSO BEING THE SOUTHEASTERLY CORNER OF SAID SAN SOUCI SUBDIVISION, SAID CORNER TO BE KNOWN AS THE POINT OF BEGINNING OF THE PARCEL HEREINAFTER TO BE DESCRIBED, FROM SAID POINT OF BEGINNING BEAR NORTH 50 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG A LINE 41.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD STATE ROAD NO. 4A, A DISTANCE OF 273.00 FEET TO A POINT; THENCE BEAR SOUTH 39 DEGREES 11 MINUTES 23 SECONDS EAST, A DISTANCE OF 25.00 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID OLD STATE ROAD NO. 4A; THENCE BEAR SOUTH 50 DEGREES 48 MINUTES 37 SECONDS WEST, A DISTANCE OF 292.79 FEET, TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 1; THENCE BEAR NORTH 00 DEGREES 49 MINUTES 23 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 31.89 FEET, BACK TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 7,072,389 PLUS OR MINUS SQUARE FOOT, I.E. 0.162 ACRES, MORE OR LESS.

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

[Jolly Roger Site – Marathon, Florida]

This Contract for Purchase and Sale of Real Property (the "Contract") is made and entered into as of this ___ day of December, 2009 by and between David G. Jackson and Charline G. Jackson (collectively, the "Seller"), and **The CITY OF MARATHON**, a Florida Municipal Corporation (the "Buyer").

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

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

1.1 Acceptance Date. The Acceptance Date shall be December ___, 2009.

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

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

1.4 Buyer's Address. The City of Marathon, 9805 Overseas Highway, Marathon, Florida 33050; Attn: Susie Thomas, Project Manager; Telephone (305) 289-4103; Telecopy (305) 289-4123.

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

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

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

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

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

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

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

1.12 Deposit. The sum of Twenty Thousand Dollars (\$20,000.00), together with all interest earned on said sum while it is held in escrow by Escrow Agent in accordance with this Contract.

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

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

1.15 FDOT. The State of Florida Department of Transportation.

1.16 FDOT Lease. That certain Lease Agreement by and between FDOT, as lessor, and Seller, as lessee, identified as State Project No.: 90040-2508, W.P.I. No.: 6116663 with an initial term commencing on January 1, 1998 and expiring on December 31, 2002 and one (1) renewal option of five (5) years.

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

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

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

1.20 Intended Improvements. The fire station house and waste water treatment facility to be constructed on the Land by Buyer.

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

1.22 Land. Collectively, that certain (i) portion of the real property (the "Fee Simple Parcel") with a post office address of 59.275 Overseas Highway, Marathon, Florida 33050 in Monroe County, with a tax identification number of 00099820-000000, and alternate key of 1116602, and more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all property rights, easements, privileges and appurtenances thereto and all leases, rents, and profits derived therefrom; and (ii) that certain portion of real property which is be subject to the FDOT Lease (the "Leased Parcel" as legally described on Exhibit "B" attached hereto and made a part hereof (the Fee Simple Parcel and the Leased Parcel, may hereinafter collectively be referred to as the "Land").

1.23 Non-Ad Valorem Assessments. The non-ad valorem assessments in the amount of (i) \$12,840.00 for Marathon Storm Water and (ii) \$16,485.50 for Marathon Waste Water 1, 2, 3, 5, 7 for the real property owned by Seller with a post office address of 59.275 Overseas Highway, Marathon, Florida 33050 in Monroe County, with a tax identification number of 00099820-000000, and alternate key of 1116602 as more particularly set forth on the 2009 Real Estate Tax Bill attached hereto as Exhibit "C" and made a part hereof.

1.24 Property. The Property Records and the Land.

1.25 Property Records. Copies of all the following documents relating to the Property, if in either the possession or control of the Seller: Any and all leases, licenses, permits, authorizations and approvals issued by Governmental Authorities in accordance with Governmental Requirements, development rights, appraisals, paid tax bills for the year 2008, title insurance policies, surveys, site plans, plats, soil tests, reports, engineering reports and similar technical data and information, environmental reports and audits, and material correspondence (which shall mean correspondence, other than attorney/client privileged correspondence, which discloses claims, allegations or adverse information regarding the Property or Seller with respect to the Property or claims, allegations or adverse information that the Property violates any Governmental Requirements, that there is hazardous or toxic waste on or about the Property, or that there are defects, deficiencies or hazardous conditions in or on the Property).

1.26 Purchase Price. The sum of Six Hundred Sixty Seven Thousand and No/100 Dollars (\$667,000.00);

1.27 Seller's Address. Jolly Roger RV Park, 59.275 Overseas Highway, Marathon, Florida 33050-9756 Attention: David G. Jackson and Charline G. Jackson; Telephone (305) _____; Telecopy (305) _____.

1.28 Seller's Attorney. John J. Wolfe, P.A., Attention: John J. Wolfe, Esq. Seller's Attorney's mailing address is 2955 Overseas Highway, Marathon, Florida 33050; Telephone (305) 743-9858; Telecopy (305) 743-7489.

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

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

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

2. Purchase and Sale. Seller agrees to sell and convey the Fee Simple Parcel to Buyer and assign to Buyer all of Seller's right, title and interest in the Leased Parcel and Buyer agrees to purchase and acquire the Fee Simple Parcel from Seller and accept an assignment of the Seller's right, title and interest in the Leased Parcel on the terms and conditions hereinafter set forth.

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

3.1 Deposit. Within two (2) days after the execution of this Contract by Buyer and Seller, Buyer will deliver to Escrow Agent the Deposit. The Deposit shall be placed by Escrow Agent in a non-interest-bearing escrow account with a commercial or savings bank the deposits of which are insured by the FDIC.

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

4. Investigation Period.

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

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

4.3 Buyer's Inspection of the Property. During the Investigation Period, and if Buyer elects to go forward with the Closing, from the end of the Investigation

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

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

4.5 Buyer's Right to Terminate. Buyer may elect to terminate this Contract at any time before the end of the Investigation Period by written notice to Seller and to Escrow Agent. Upon a termination of this Contract, Escrow Agent shall return to Buyer the Deposit and thereafter this Contract shall be terminated and except as otherwise specifically set forth in this Contract, neither Buyer nor Seller shall have any further rights or obligations hereunder.

5. Title.

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

5.2 Intentionally deleted.

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

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

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

5.4.2 Optional Additional Exceptions. With regard to all Additional Exceptions which are not Mandatory Additional Exceptions (the "Optional Additional Exceptions"), Seller shall have the right, but not the obligation, to take the actions necessary to have the Optional Additional Exceptions deleted by the Title Company, or transferred to bond so that the Optional Additional Exceptions are removed from the Title Commitment. Seller shall provide Buyer with written notice of its election as to whether or not it will cure the Optional Additional Exceptions within five (5) days after Seller's receipt of Buyer's notice of any Optional Additional Exceptions. If Seller notifies Buyer that it will not attempt to cure the Optional Additional Exceptions, Buyer shall have the option, to be exercised within fifteen (15) days after Buyer's receipt of Seller's notice, to either (a) proceed to Closing and accept title in its existing condition without adjustment to the Purchase Price, or (b) terminate the Contract by sending written notice of termination to Seller and Escrow Agent. Notwithstanding the foregoing, Seller shall be required to cure any Additional Exceptions that are caused by Seller from the earlier of the Effective Date or the date of the Title Commitment through the Closing Date, regardless of the cost to cure such Additional Exceptions.

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

6. Survey.

6.1 Delivery of Survey. Seller has been unable to locate a prior survey (the "Prior Survey") of the Land and all Improvements thereon prepared by a land surveyor or engineer registered and licensed in the State of Florida, but will endeavor to locate same and, if found, will, within three (3) Business Days following the Effective Date, at its cost, deliver the Prior Survey to the Buyer's Attorney.

6.2 Survey Defects. Buyer may, within fifteen (15) Business Days from the Effective Date, order a Current ALTA Survey of the Land (the "Current Survey"). If the Current Survey shows any encroachment on the Land, or that any Improvement located on the Land encroaches on the land of others, or if the Current Survey shows any other defect which would adversely affect either the marketability of or title to the Property, Buyer shall notify Seller of such defect within fifteen (15) days after receipt of the Current

Survey and such encroachment or defect shall be treated in the same manner as title defects are treated under this Contract.

7. Seller's Representations.

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

7.1.1 Seller's Existence. Seller has full power and authority to own and sell the Property and to comply with the terms of this Contract.

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

7.1.3 No Legal Bar. The execution by Seller of this Contract and the consummation by Seller of the transaction hereby contemplated does not, and on the Closing Date will not (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Seller is a party and which affects all or any portion of the Property, (b) result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound, or (c) to Seller's knowledge, constitute a violation of any Governmental Requirement.

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

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

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

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

7.1.8 No Condemnation Pending or Threatened. To the best of Seller's knowledge, there is no pending or threatened condemnation or similar

proceeding affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated.

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

7.1.10 No Special Assessments or Impact Fees. With exception to the Non-Ad Valorem Assessments, which will be retained by Seller at Closing, no portion of the Property is or will be affected by any special assessments or impact fees imposed by any Governmental Authority.

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

7.1.12 Commitments to Governmental Authorities. Seller has made no commitments relating to the Property have been made to any Governmental Authority, utility company, school board, church or other religious body or any homeowner or homeowners association or any other organization, group or individual which would impose an obligation upon Buyer or its successors or assigns to make any contribution or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Land; and no Governmental Authority has imposed any requirement that any developer of the Land pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the development of the Land.

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

7.1.14 FDOT Lease. The term of the FDOT Lease has expired.

7.1.15 Fee Simple Parcel. The Fee Simple Parcel is vacant.

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

8. Seller's Affirmative Covenants.

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

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

8.3 No Changes in Laws. Seller will advise Buyer promptly of any change in any applicable Governmental Requirement which might affect the value or use of the Property by Buyer with the Intended Improvements of which Seller obtains knowledge.

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

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

8.6 New FDOT Lease. Seller covenants and agrees to cooperate and facilitate Buyer in Buyer's efforts to enter into a new lease (the "New FDOT Lease") by and between FDOT, as lessor, and Buyer, as lessee, in the substantially the same form as the FDOT Lease and affecting the real property more particularly described on Exhibit "D" attached hereto and made a part hereof (the "New FDOT Lease Parcel").

8.7 Separate Tax Folio. In the event that the Fee Simple Parcel does not have a unique tax folio or tax identification number, then Seller covenants and agrees to cooperate with Buyer and facilitate in Buyer's efforts to have a unique tax folio or tax identification number issued for the Fee Simple Parcel, which tax folio or tax identification number will include no other property than the Fee Simple Parcel.

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

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

10. Buyer's Affirmative Covenants.

10.1 No External Speakers. Buyer covenants and agrees that it shall not install any speakers on the exterior walls of the fire station house to be built upon the Land.

10.2 Chain Link Fence and Shrubbery. At such time that a fire station or a waste water treatment facility is constructed on a portion of the Fee Simple Parcel that is adjacent to and contiguous with any land that is owned by Seller as of the Closing Date, the Buyer covenants and agrees to (i) install a six (6) foot high black chain link fence along a line that is approximately fifteen (15) feet inside of that portion of the Fee Simple Parcel's property boundary line and (ii) plant shrubbery within the fifteen (15) foot deep area between said portion of the Fee Simple Parcel's property boundary line and the fence to be installed pursuant to this Section 10.2 that is adjacent to both said fire station or waste water treatment facility and the land owned by Seller. In the event that the Closing does not occur, then this Section 10.2 shall be null and void.

11. Conditions to Buyer's Obligation to Close.

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

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

11.1.2 Access. The Property has perpetual access for vehicular and pedestrian traffic to and from the adjacent roadway.

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

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

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

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

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

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

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

11.1.10 New FDOT Lease. Buyer and FDOT shall have entered into the New FDOT Lease.

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

12. Closing. Subject to all of the provisions of this Contract, Buyer and Seller shall close this transaction on the Closing Date commencing at 10:00 a.m. The Closing shall take place at the office of Buyer's Attorney.

13. Seller's Closing Documents.

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

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

13.1.2 Seller's No Lien, Gap and FIRPTA Affidavit. An affidavit from Seller attesting that (a) no individual, entity or Governmental Authority has any claim against the Property under the applicable contractor's lien law, (b) except for Seller, no individual, entity or Governmental Authority is either in possession of the Property or has a possessory interest or claim in the Property, except for FDOT as it relates solely to the New FDOT Lease, and (c) no improvements to the Property have been made for which payment has not been made. The Seller's affidavit shall include language sufficient to enable the Title Company to insure the "gap", i.e., delete as an exception to the Title Commitment any matters appearing between the effective date of the Title

Commitment and the effective date of the Title Policy. The affidavit shall also include the certification of non-foreign status required under Section 1445 of the Internal Revenue Code to avoid the withholding of income tax by the Buyer.

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

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

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

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

13.1.7 FDOT Lease. A quit claim assignment of the FDOT Lease assigning all of the Seller's right, title and interest in the FDOT Lease and the Leased Parcel to Buyer.

13.1.8 New FDOT Lease. The New FDOT Lease which shall be duly executed, witnessed and acknowledged by FDOT and Buyer so as to convey to Buyer the right to occupy and use the New FDOT Lease Parcel in accordance with the terms and conditions that are substantially similar to those that are in the FDOT Lease.

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

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

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

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

14.3 Disbursement of Funds and Documents. Once the Title Company has "insured the gap," i.e., endorsed the Title Commitment to delete the

exception for matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy, then Closing Agent shall disburse the Deposit, Cash to Close, and Buyer's Closing Documents to Seller, provided, however, that Closing Agent shall record the Deed in the Public Records of Monroe County, Florida.

15. Prorations and Closing Costs.

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

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

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

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

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

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

15.1.3 Utilities. Water, sewer, electricity, gas and other utility charges, if any, shall be prorated on the basis of the fiscal period for which assessed, except that if there are utility meters for the Property, apportionment at the Closing shall be based on the last available reading.

15.2 Reproration of Taxes. At the Closing, the above-referenced items shall be prorated and adjusted as indicated. In the event that the Fee Simple Parcel is not separately assessed for taxes at the time of Closing, then Buyer agrees to pay for 5.93% and Seller to agrees to pay for 94.07% of any pro-rated amount. If subsequent to the Closing taxes for the year of Closing are determined to be higher or lower than as prorated, a reproration and adjustment will be made at the request of Buyer or Seller upon presentation of actual tax bills, and any payment required as a result of the reproration shall be made within ten (10) days following demand therefor. All other prorations and adjustments shall be final. This provision shall survive the Closing.

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

Documentary stamps on Deed

Certified and pending municipal special assessment liens for which the work has been substantially completed

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

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

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

17. Condemnation and Damage by Casualty.

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

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

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

18.1 Buyer's Pre-Closing Remedies for Seller's Misrepresentations. In the event that Buyer becomes aware prior to Closing that any of Seller's warranties or representations set forth in this Contract are not true on the Effective Date or at anytime thereafter but prior to Closing, and in the event that Seller is unable to render any such representation or warranty true and correct as of the Closing Date, Buyer may either: (a) terminate this Contract by written notice thereof to Seller and Escrow Agent, in which event

the Deposit shall be returned to Buyer, Seller shall reimburse Buyer for Buyer's Costs and the parties will be relieved of all further obligations hereunder, or (b) elect to close under this Contract notwithstanding the failure of such representation, in which event the Closing shall not be deemed a waiver by Buyer of the failure of such representation and warranty and the Buyer may recover from the Seller any damages sustained by the Buyer.

18.2 Buyer's Post-Closing Remedies for Seller's Misrepresentations.

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

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

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

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

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

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

18.6 Notice and Opportunity to Cure Defaults. Prior to either Buyer or Seller declaring a default under this Contract, the non-defaulting party shall send written

notice of the default to the defaulting party and to the Escrow Agent. The defaulting party shall have a period of ten (10) days after receipt of the notice of default to cure such default. Neither Buyer nor Seller shall be entitled to any of the remedies set forth in this section prior to the sending of a notice of default to the defaulting party and the allowance of an opportunity to cure such default within ten (10) days after the receipt of the notice by the defaulting party.

19. Brokers.

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

20. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall either be (a) hand-delivered, (b) sent by Federal Express or a comparable overnight mail service, or (c) sent by telephone facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail, to Buyer, Seller, Buyer's Attorney, Seller's Attorney, and Escrow Agent, at their respective addresses set forth in Section 1 of this Contract. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

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

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

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

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

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

22. Assignment. This Contract may not be assigned by Buyer without Seller's consent.

23. Miscellaneous.

23.1 Counterparts and Execution via Electronic Transmission. This Contract may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original. The execution of this Contract and delivery via electronic transmission shall be sufficient for all purposes and shall be binding on the party who so executes.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on the next page]

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

SELLER:

DAVID G. JACKSON

Date: December ____, 2009

CHARLINE G. JACKSON

Date: December ____, 2009

BUYER:

The CITY OF MARATHON,
a Florida Municipal Corporation

By: _____
Peter Rosasco
Acting City Manager

Date: December ____, 2009

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

By: _____
Robert E. Gallagher, Jr.

Date: December ____, 2009



**Ad Valorem Tax Exemption
Application and Return**
(Per 196.195, 196.196, 196.197, 196.2001, 196.2002, Florida Statutes)

Return/Application Number

DR-504
R. 11/01

For use of organizations applying for exempt status under Chapter 196, Florida Statutes which are organized and operated for one or more of the following purpose(s): (Check one or more)

- Religious Literary Charitable Scientific Sewer Water/Wastewater Systems Education
 Hospitals, nursing homes, and homes for special services. Other MUNICIPALITY/FIRE STATION

A General Information

1. Full Name of Organization: CITY OF MARATHON	County Where Property is Located: MONROE
----------------------------------------------------------	----------------------------------------------------

2. Complete Address: 9805 OVERSEAS HIGHWAY MARATHON, FL 33050	Business Phone: 305 743-0033
-----------------------------------------------------------------------------	----------------------------------------

3. Address of Property (if different from above):
OVERSEAS HIGHWAY GRASSY KEY

4. List All Owners of the Property and their Proportionate Interest:
CITY OF MARATHON

5. Legal Description (Appraiser's R.E., parcel no., etc. may be substituted):
00099820-000100 Alternate Key 9096684

6a. Is the organization incorporated? <input type="checkbox"/> Yes <input type="checkbox"/> No	6c. If yes, is the organization exempt from federal income tax under <input type="checkbox"/> 501(c) (3), I.R.C. <input type="checkbox"/> 501(c) (12), I.R.C., Water, Wastewater Systems, 196.2002, F.S. <input type="checkbox"/> 115 (a), I.R.C. of 1954, Sewer and Water, 196.2001, F.S. Provide a copy of the current exemption determination letter from the Internal Revenue Service.
6b. If no, what is form of organization? MUNICIPALITY	

7a. Is any of this property rented or leased? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	7b. If yes attach a copy of all active rental and/ or lease contracts last year.
----------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------

8. Owner's statement of full value:

Real property improvements	\$..0.....
Real property land	\$
Tangible personal property	\$..0.....

9. What is the property used for?
SITE FOR WASTEWATER TREATMENT PLANT AND FIRE STATION

10. Is any portion of the above described property used for non-exempt purposes? Yes No (If yes attach detailed explanation)

ALTERNATE KEY NUMBER	ESCROW CD	MILLAGE CODE
9096684		50CM

R

5 - 16888

00099820000100196534
OVERSEAS HWY GRASSY KEY
19 65 34 PT LOT 1 (0.691AC) AND
ADJ SRD 5 OR478-355/58 OR816-193
6/37 OR456-1305/08 OR2460-1186/9
0

CITY OF MARATHON
C/O THOMAS SUSIE PROJECT MANAGER
9805 OVERSEAS HWY
MARATHON FL 33050-3339



AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
SCHOOL STATE LAW	1.9440	58,735		58,735	114.18
SCHOOL LOCAL BOARD	1.8795	58,735		58,735	110.39
GENERAL REVENUE FUND	1.0971	58,735		58,735	64.44
F&F LAW ENFORCE JAIL JUDICIAL	2.2060	58,735		58,735	129.57
HEALTH CLINIC	.0414	58,735		58,735	2.43
FLORIDA KEYS MOSQUITO CONTROL	.4596	58,735		58,735	26.99
CITY OF MARATHON	1.8458	58,735		58,735	108.41
SO FL WATER MANAGEMENT DIST	.2549	58,735		58,735	14.97
OKEECHOBEE BASIN	.2797	58,735		58,735	16.43
EVERGLADES CONSTRUCTION PRJT	.0894	58,735		58,735	5.25
TOTAL MILLAGE	10.0974		AD VALOREM TAXES		\$593.06

RETAIN THIS PORTION FOR YOUR RECORDS.
WALK-IN CUSTOMERS
PLEASE BRING FOR RECEIPT.

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
PAY ONLY ONE AMOUNT IN YELLOW SHADED AREA		
		\$.00
NON-AD VALOREM ASSESSMENTS		\$.00

COMBINED TAXES AND ASSESSMENTS	\$593.06	See reverse side for important information.
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NOVEMBER 569.34	DECEMBER 575.27	JANUARY 581.20	FEBRUARY 587.13	MARCH 593.06	TAX + PEN
--------------------	--------------------	-------------------	--------------------	-----------------	-----------

IF PAID BY

ALTERNATE KEY NUMBER	ESCROW CD	MILLAGE CODE
9096684		50CM

RETURN WITH PAYMENT

CITY OF MARATHON
C/O THOMAS SUSIE PROJECT MANAGER
9805 OVERSEAS HWY
MARATHON, FL 33050-3339

00099820000100196534
OVERSEAS HWY GRASSY KEY
19 65 34 PT LOT 1 (0.691AC) AND
ADJ SRD 5 OR478-355/58 OR816-193
6/37 OR456-1305/08 OR2460-1186/9
0

CHECKS ON U.S. BANKS ONLY TO DANISE D. HENRIQUEZ, C.F.C. • P.O. BOX 1129 • KEY WEST, FL 33041-1129

NOVEMBER 569.34	DECEMBER 575.27	JANUARY 581.20	FEBRUARY 587.13	MARCH 593.06	TAX + PEN
--------------------	--------------------	-------------------	--------------------	-----------------	-----------

000000000 000059306 000000009096684 0001 6

Situs Address: OVERSEAS HWY GRASSY KEY

Legal Description: 19 65 34 PT LOT 1 (0.691AC)
 AND ADJ SRD 5 DR478-355/58
 ORB16 -1936/37 DR456-1305/08
 OR2460-1186/90

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year.

The purpose of these public hearings is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND OR ALTER its proposals at the hearing.

2010 Real Estate

CITY OF MARATHON
 C/O THOMAS SUSIE PROJECT MANAGER
 9805 OVERSEAS HWY
 MARATHON FL 33050-3339

6 - 26967



Full Parcel ID: 00099820-000100
 Alternate Key: 9096684

SUMMARY OF YOUR PROPERTY VALUATION

MARKET VALUE	2009	2010
	0	58,735

If you feel that the market value of your property is inaccurate or does not reflect fair market value, or if you are entitled to an exemption or classification that is not reflected below, contact your county property appraiser at: **KEY WEST (305) 292-3420 MARATHON (305) 289-2550 PLANTATION (305) 852-7130**
 If the Property Appraiser's Office is unable to resolve the matter as to the market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the County Property Appraiser and must be filed on or before: **5PM SEPTEMBER 14, 2010**

Taxing Authorities	Assessed Value		Exemptions		Taxable Value	
	Last Year	This Year	Last Year	This Year	Last Year	This Year
County	0	58,735	0	0	0	58,735
Public Schools	0	58,735	0	0	0	58,735
Municipality	0	58,735	0	0	0	58,735
Independent Special District	0	58,735	0	0	0	58,735
Hospital Authorities	0	0	0	0	0	0
Other Independent Districts	0	58,735	0	0	0	58,735

Assessment Reductions	Applies To		Amount	Exemptions	Applies To		Amount
	All Taxes	Non-School Taxes			All Taxes	Non-School Taxes	
Save Our Homes Benefit	All Taxes		0	First Homestead	All Taxes	0	
10% Non-Hx Cap Benefit	Non-School Taxes		0	Additional Homestead	Non-School Taxes	0	
Agricultural Classification	All Taxes		0	Limited Income Senior	County Taxes	0	
Working Waterfront	All Taxes		0	Limited Income Senior	City Taxes	0	
Other	All Taxes		0	Blind, Widow, Disabled, Other	All Taxes	0	

NOTICE OF PROPOSED AD VALOREM ASSESSMENTS

Real Estate Taxing District: 50CM TAXING AUTHORITY	Column 1*		Column 2*		Column 3*		PUBLIC HEARING INFORMATION A public hearing on the proposed taxes and budget will be held on:
	Last Year's Actual Tax Rate	Your Property Taxes Last Year	Your Tax Rate This Year IF NO Budget Change is Adopted	Your Taxes This Year IF NO Budget Change Is Adopted	This Year's PROPOSED Tax Rate	Your Taxes This Year If PROPOSED Budget Is Adopted	
COUNTY GENERAL REVENUE FUND F & F (LAW ENF, JAIL, JUDICIAL SYSTEM) HEALTH CLINIC	1.0775 1.9786 .0276	.00 .00 .00	1.2299 2.2590 .0316	72.24 132.68 1.86	1.1790 2.2178 .0316	69.25 130.26 1.86	SEPTEMBER 8, 2010 5:05PM HARVEY GOVT CENTER 1200 TRUMAN AV KEY WEST FL (305) 292-4470
MARATHON	1.6850	.00	1.8931	111.19	2.0181	118.53	SEPTEMBER 9, 2010 5:30PM MARATHON GOVT CTR 2798 O/S HWY MARATHON FL (305)743-6586
PUBLIC SCHOOLS: BY STATE LAW BY LOCAL BOARD	1.6880 1.6990	.00 .00	1.9243 1.9368	113.02 113.76	1.9440 1.8795	114.18 110.39	SEPTEMBER 7, 2010 6:00PM CORAL SHORES HIGH SCHOOL 89901 US 1 TAVERNIER FL (305) 293-1400 EXT 53345
WATER MANAGEMENT DISTRICT SO FL WATER MANG DIST OKEECHOBEE BASIN FND GLADES PROJ	.2549 .2797 .0894	.00 .00 .00	.2892 .3170 .1013	16.99 18.62 5.95	.2549 .2797 .0894	14.97 16.43 5.25	SEPTEMBER 8, 2010 5:15PM B-1 BLDG 3301 GUN CLUB RD WEST PALM BEACH FL (561) 686-8800
INDEPENDENT SPECIAL DISTRICTS MOSQUITO CONTROL DIST	.4262	.00	.4867	28.59	.5707	33.52	SEPTEMBER 10, 2010 5:30PM KEY LARGO SUBSTATION 10071 O/S HWY KEY LARGO FL (305) 292-7190
VOTER APPROVED DEBT PAYMENTS							
Total PROPERTY Taxes *See Reverse Side for Explanation	9.2059	.00	10.4689	614.90	10.4647	614.64	

NOTICE OF PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

Levying Authority	Purpose of Assessment	Units	Rate	Assessment
Total Non-Ad Valorem Assessment				U.UU

2010 PROPOSED TAX RE-CAP

	Column 1	Column 2	Column 3	Please Note:
Ad Valorem Tax	0.00	614.90	614.64	Your final tax bill may contain non-ad valorem assessments which may not be reflected on this notice such as assessment for roads, drainage, garbage, fire, lighting, water, sewer, or other governmental services and facilities which may be levied by your county, city, or any special district.
Non-Ad Valorem Tax	0.00	0.00	0.00	
Total Tax	0.00	614.90	614.64	

Doc# 1784764 04/09/2010 3:47PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

This Instrument was Prepared By,
Record and Return To:

Jason A. Post, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street
Suite 2200
Miami, Florida 33130

04/09/2010 3:47PM
DEED DOC STAMP CL: TRINA \$4,669.00

Doc# 1784764
Bk# 2460 Pg# 1186

Property Appraiser Identification No: 00099820-000000

Alternate Key No. 1116602

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED made this 6th day of April, 2010 between DAVID G. JACKSON and CHARLINE G. JACKSON (the "Grantor"), whose mailing address is c/o Jolly Rogers RV Park, 59275 Overseas Highway, Marathon, FL 33050-9756, and The CITY OF MARATHON, a Florida municipal corporation, (the "Grantee"), whose mailing address is 9805 Overseas Highway, Marathon, Florida 33050, Attention: Susie Thomas, Project Manager.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$ 10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, transfer, release, convey and confirm unto Grantee and Grantee's successors, heirs and assigns the real property (the "Property") located in Monroe County, Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

SUBJECT ONLY TO the matters set forth in Exhibit "B" attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments, easements and appurtenances belonging or in any way appertaining to the Property,

TOGETHER with all buildings, fixtures and other improvements as presently located on the Property,

TOGETHER with all of the Grantor's right, title and interest in and to any existing or proposed streets, roadways, alleys and/or rights of way which are adjacent to the Property.

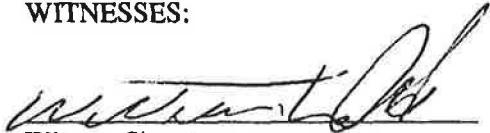
TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that

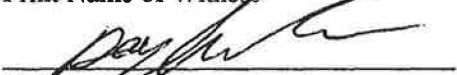
Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

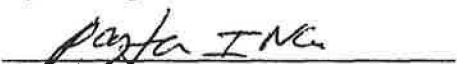
IN WITNESS WHEREOF, Grantor has caused Statutory Warranty Deed to be executed on the day and year first above written.

WITNESSES:



Witness Signature



Print Name of Witness

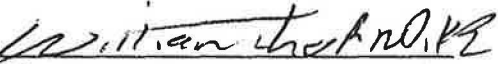

Witness Signature

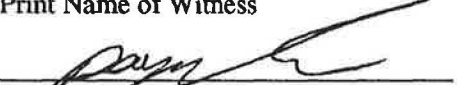

Print Name of Witness

GRANTOR:


DAVID G. JACKSON


Witness Signature


Print Name of Witness


Witness Signature

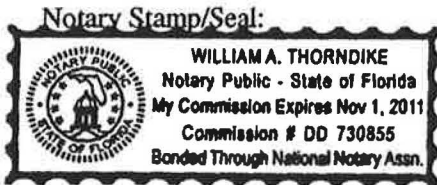

Print Name of Witness


CHARLINE G. JACKSON

ACKNOWLEDGMENT

STATE OF Fla. Ia)
COUNTY OF Broward)

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 5 day of April, 2010, by **DAVID G. JACKSON**. He is personally known to me or presented a Fla. Ia driver's license as identification and did not take an oath.

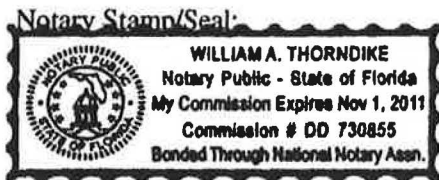


Notary Signature: [Signature]
Notary Print: William Thorndike
Notary Public, State of Fla. Ia
Commission No.: 730855
My Commission Expires: 11/1/2011

ACKNOWLEDGMENT

STATE OF Fla. Ia)
COUNTY OF Broward)

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 5 day of April, 2010, by **CHARLINE G. JACKSON**. She is personally known to me or presented a Fla. Ia driver's license as identification and did not take an oath.



Notary Signature: [Signature]
Notary Print: William Thorndike
Notary Public, State of Florida
Commission No.: 730855
My Commission Expires: 11/1/2011

EXHIBIT "A"

Legal Description

A PARCEL OF LAND BEING A PART OF STATE ROAD NO. 5, SECTION 90040 AS SHOWN ON RIGHT OF WAY MAP SHEET NO. 13 OF 14. PREPARED BY CARR SMITH & ASSOCIATES, APPROVED JANUARY 31, 1980, ALSO BEING A PART OF OFFICIAL RECORDS BOOK 816, PAGE 1936 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF U.S. HIGHWAY NO. 1, AS CONSTRUCTED AND EXISTING NOVEMBER 15, 1959, WITH THE WEST LINE OF GOVERNMENT LOT 1, SECTION 19, TOWNSHIP 65 SOUTH, RANGE 34 EAST, TALLAHASSEE MERIDIAN, GRASSY KEY, MONROE COUNTY, FLORIDA, WHICH LINE IS ALSO THE EAST LINE OF SAN SOUCI SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 160 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; BEAR NORTH 00 DEGREES 49 MINUTES 23 SECONDS WEST, A DISTANCE OF 95.66 FEET TO THE RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 5, AS EXISTING NOVEMBER 15, 1959, ALSO BEING THE SOUTHEASTERLY CORNER OF SAID SAN SOUCI SUBDIVISION, SAID CORNER TO BE KNOWN AS THE POINT OF BEGINNING OF THE PARCEL HEREINAFTER TO BE DESCRIBED, FROM SAID POINT OF BEGINNING BEAR NORTH 50 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG A LINE 41.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD STATE ROAD NO. 4A, A DISTANCE OF 273.00 FEET TO A POINT; THENCE BEAR NORTH 39 DEGREES 11 MINUTES 23 SECONDS WEST, A DISTANCE OF 138.00 FEET, TO A POINT; THENCE BEAR SOUTH 50 DEGREES 48 MINUTES 37 SECONDS WEST, A DISTANCE OF 163.75 FEET TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 1; THENCE BEAR SOUTH 00 DEGREES 49 MINUTES 23 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 176.01 FEET BACK TO THE POINT OF BEGINNING.

EXHIBIT "B"

Permitted Exceptions

1. Taxes and assessments for the year 2010 and subsequent years, which are not yet due and payable.
2. State Law under Chapter 76-190 and Chapter 22 F-8.02 of the Florida Administrative Code for Land Planning for the Florida Keys Area of Critical State Concern as recorded in Official Records Book 668, Page 43, of the Public Records of Monroe County, Florida.
3. Easement to TCI Cablevision of Florida, Inc., recorded May 17, 1991 in Official Records Book 1170, Page 443.
4. Easement granted to BellSouth Telecommunications, Inc., a Georgia corporation recorded October 4, 1994 in Official Records Book 1325, Page 804.
5. Reservations in favor of the Florida Department of Transportation and its successors, as set forth in the Quit Claim Deed recorded in Official Records Book 1456, Page 1305, of an undivided three-fourths interest in, and title in and to, an undivided three-fourths interests in all the phosphate, minerals and metals that are or may be in, on or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on or under said land with the privilege to mine and develop the same on all lands wherein the Florida Department of Transportation holds the requisite interest.
6. Memorandum of Agreement with Comcast of California/Florida/Oregon, Inc., recorded August 8, 2003 in Official Records Book 1918, Page 918.
7. Agreement and Declaration of Wastewater Emission Restrictions recorded September 1, 2009 in Official Records Book 2429, Page 1832.
8. The following state of facts as disclosed by survey prepared by J.P. Grimes, Registered Florida Surveyor and Mapper, dated October 20, 2009:
 - a) Overhead utility lines encroach over the east and north boundary lines;
 - b) Guy wires encroach over the west boundary line;
 - c) Rights of third parties to the use of Old State Road No. 4-A.

NOTE: All recording references refer to the public records of Monroe County, Florida, unless otherwise noted.

A. Settlement Statement

U.S. Department of Housing and Urban Development



OMB Approval No. 2502-0265

B. Type of Loan

1 <input type="checkbox"/> FHA 2 <input type="checkbox"/> FmHA 3 <input checked="" type="checkbox"/> Conv. Unins	6. File Number 373880019-JOLLY	7. Loan Number	8. Mortgage Insurance Case Number
4 <input type="checkbox"/> VA 5 <input type="checkbox"/> Conv. Ins.			

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

D. NAME OF BORROWER: The CITY OF MARATHON, a Florida municipal corporation

ADDRESS OF BORROWER: 9805 Overseas Highway, Marathon, FL 33050

E. NAME OF SELLER: David G. Jackson and Charline G. Jackson

ADDRESS OF SELLER: 59,275 Overseas Highway, Marathon, FL 33050

F. NAME OF LENDER: CASH TRANSACTION

ADDRESS OF LENDER:

G. PROPERTY LOCATION: 59275 Overseas Highway Marathon, FL 33050

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

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

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

I. SETTLEMENT DATE: 4/6/2010

J. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER		
101. Contract sales price	667,000.00	
102. Personal property		
103. Settlement charges to borrower (line 1400)	4,189.00	
104.		
105.		
Adjustments for items paid by seller in advance		
106. City/town taxes	to	
107. County taxes	to	
108. Assessments	to	
109.	to	
110. Stormwater	4/6/2010 to 9/30/2010	369.23
111.	to	
112.	to	
120. GROSS AMOUNT DUE FROM BORROWER	671,558.23	

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER		
401. Contract sales price	667,000.00	
402. Personal property		
403.		
404.		
405.		
Adjustments for items paid by seller in advance		
406. City/town taxes	to	
407. County taxes	to	
408. Assessments	to	
409.	to	
410. Stormwater	4/6/2010 to 9/30/2010	369.23
411.	to	
412.	to	
420. GROSS AMOUNT DUE TO SELLER	667,369.23	

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER

201. Deposit or earnest money		20,000.00
202. Principal amount of new loan(s)		
203. Existing loan(s) taken subject to		
204.		
205.		
206. Principal amount of new loan(s)		
207.		
208.		
209.		
209a		
209b		
Adjustments for items unpaid by seller		
210. City/town taxes	to	
211. County taxes	1/1/2010 to 4/6/2010	720.52
212. Assessments	to	
213.	to	
214.	to	
215.	to	
216.	to	
217.	to	
218.	to	
219.	to	
220. TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER	20,720.52	

500. REDUCTIONS IN AMOUNT DUE TO SELLER

501. Excess deposit (see instructions)		
502. Settlement charges to seller (line 1400)		10,669.00
503. Existing loan(s) taken subject to		
504. Payoff of first mortgage loan Keys Federal Credit Union		369,661.31
505. Payoff of second mortgage loan		
506.		
507. 10% Holdback		66,700.00
508.		
509.		
509a		
509b		
Adjustments for items unpaid by seller		
510. City/town taxes	to	
511. County taxes	1/1/2010 to 4/6/2010	720.52
512. Assessments	to	
513.	to	
514.	to	
515.	to	
516.	to	
517.	to	
518.	to	
519.	to	
520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER	447,750.83	

300. CASH AT SETTLEMENT FROM/TO BORROWER

301. Gross amount due from borrower (line 120)	671,558.23
302. Less amounts paid by/for borrower (line 220)	20,720.52
303. CASH <input checked="" type="checkbox"/> From <input type="checkbox"/> To BORROWER	650,837.71

600. CASH AT SETTLEMENT TO/FROM SELLER

601. Gross amount due to seller (line 420)	667,369.23
602. Less reductions in amount due seller (line 520)	447,750.83
603. CASH <input checked="" type="checkbox"/> To <input type="checkbox"/> From SELLER	219,618.40

Handwritten signature
PAGE 1 04/06/10

I. Settlement Charges				Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700.	TOTAL SALES/BROKER'S COM. based on price	667,000.00 @	%		
	Division of Commission (line 700) as follows:				
701.		to			
702.		to			
703.	Commission paid at Settlement				
704.		to			
800. Items Payable In Connection With Loan					
801.	Loan Origination Fee	%	to		
802.	Loan Discount	%	to		
803.	Appraisal Fee		to		
804.	Credit Report		to		
805.	Lender's Inspection Fee		to		
806.	Mortgage Insurance Application Fee		to		
807.			to		
808.			to		
809.			to		
810.			to		
811.			to		
812.			to		
813.			to		
814.			to		
815.			to		
900. Items Required By Lender To Be Paid In Advance					
901.	Interest from 4/6/2010 to 5/1/2010 @		/day		
902.	Mortgage Insurance Premium for	months	to		
903.	Hazard Insurance Premium for	years	to		
904.		years	to		
905.		years	to		
1000. Reserves Deposited With Lender					
1001.	Hazard insurance	months@	per month		
1002.	Mortgage insurance	months@	per month		
1003.	City property taxes	months@	per month		
1004.	County property taxes	months@	per month		
1005.	Annual assessments	months@	per month		
1006.		months@	per month		
1007.		months@	per month		
1008.		months@	per month		
1009.		months@	per month		
1100. Title Charges					
1101.	Settlement or closing fee	to	Stearns Weaver Miller et. al.		750.00
1102.	Abstract or title search	to	Lawyers Title Insurance Corporation	250.00	
1103.	Title examination	to			
1104.	Title insurance binder	to			
1105.	Document preparation	to			
1106.	Notary fees	to			
1107.	Attorney's fees	to			
	(includes above items numbers:				
1108.	Title insurance	to	Lawyers Title Insurance Corp.	3,410.00	
	(includes above items numbers:				
1109.	Lender's coverage: Risk Premium		INS AMT:		
1110.	Owner's coverage: Risk Premium	3,410.00	INS AMT: 667,000.00		
1110a.					
1111.	Attorney's Fees and Costs	to	John J. Wolfe, P.A.		5,250.00
1112.		to			
1113.		to			
1200. Government Recording and Transfer Charges					
1201.	Recording Fees: Deed \$44.00; L-Mortgage(s); S-Mortgage(s); Releases			44.00	
1202.	City/county tax/stamps: Deed; L-Mortgage(s); S-Mortgage(s)				
1203.	State tax/stamps: Deed \$4,669.00; L-Mortgage(s); S-Mortgage(s)				4,669.00
1204.					
1205.					
1300. Additional Settlement Charges					
1301.		to			
1302.	Lien Search	to	Abramowitz Tax & Lien Service, Inc.	85.00	
1303.	Title Search (Leasehold parcel)	to	Lawyers Title Insurance Corporation	400.00	
1304.		to			
1305.		to			
1306.		to			
1307.		to			
1308.		to			
1309.		to			
1400.	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			4,189.00	10,669.00

CERTIFICATION

DATE: 4/6/2010

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

The CITY OF MARATHON, a Florida municipal corporation

By: *[Signature]*
Roger T. Herstadt 4/6/10

Borrower David G. Jackson

Seller

Borrower Charline G. Jackson

Seller

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

STEARNS WEAVER MILLER WEISSER ALHADEFF & SITTERSON, P.A.

Settlement Agent 4/6/2010 Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010. 373880019-J01.1.Y

A. Settlement Statement

U.S. Department of Housing
and Urban Development



OMB Approval No. 2502-0265

B. Type of Loan

1 <input type="checkbox"/> FHA 2 <input type="checkbox"/> FmHA 3 <input checked="" type="checkbox"/> Conv. Units	6 File Number 373880019-JOLLY	7 Loan Number	8 Mortgage Insurance Case Number
4 <input type="checkbox"/> VA 5 <input type="checkbox"/> Conv. Ins.			

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

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E. NAME OF SELLER: David G. Jackson and Charline G. Jackson

ADDRESS OF SELLER: 59 275 Overseas Highway, Marathon, FL 33050

F. NAME OF LENDER: CASH TRANSACTION

ADDRESS OF LENDER:

G. PROPERTY LOCATION: 59275 Overseas Highway
Marathon, FL 33050

H. SETTLEMENT AGENT: STEARNS WEAVER MILLER WEISSLER ALHAJEFF & SUTTERSON, P.A.

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

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

I. SETTLEMENT DATE: 4.6.2010

J. SUMMARY OF BORROWER'S TRANSACTION

K. SUMMARY OF SELLER'S TRANSACTION

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	667,000.00	401. Contract sales price	667,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	4,189.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes	to	406. City/town taxes	to
107. County taxes	to	407. County taxes	to
108. Assessments	to	408. Assessments	to
109.	to	409.	to
110. Stormwater	4.6.2010 to 9.30.2010	410. Stormwater	4.6.2010 to 9.30.2010
	369.23	411.	to
111.	to	412.	to
112.	to		
120. GROSS AMOUNT DUE FROM BORROWER	671,558.23	420. GROSS AMOUNT DUE TO SELLER	667,369.23
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money	20,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	10,669.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	369,661.31
205.		Keys Federal Credit Union	
206. Principal amount of new loan(s)		505. Payoff of second mortgage loan	
207.		506.	
208.		507. 10% Holdback	66,700.00
209.		508.	
209a		509.	
209b		509a	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes	to	510. City/town taxes	to
211. County taxes	1.1.2010 to 4.6.2010	511. County taxes	1.1.2010 to 4.6.2010
	720.52	512. Assessments	to
212. Assessments	to	513.	to
213.	to	514.	to
214.	to	515.	to
215.	to	516.	to
216.	to	517.	to
217.	to	518.	to
218.	to	519.	to
219.	to		
220. TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER	20,720.52	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER	447,750.83
300. CASH AT SETTLEMENT FROM TO BORROWER		600. CASH AT SETTLEMENT TO FROM SELLER	
301. Gross amount due from borrower (line 120)	671,558.23	601. Gross amount due to seller (line 420)	667,369.23
302. Less amounts paid by for borrower (line 220)	20,720.52	602. Less reductions in amount due seller (line 520)	447,750.83
303. CASH <input checked="" type="checkbox"/> From <input type="checkbox"/> To BORROWER	650,837.71	603. CASH <input checked="" type="checkbox"/> To <input type="checkbox"/> From SELLER	219,618.40

I. Settlement Charges		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700. TOTAL SALES BROKER'S COM. based on price	667,000.00 @ % =		
Division of Commission (line 700) as follows:			
701.	to		
702.	to		
703. Commission paid at Settlement			
704.	to		
800. Items Payable In Connection With Loan			
801. Loan Origination Fee	to		
802. Loan Discount	to		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mortgage Insurance Application Fee	to		
807.	to		
808.	to		
809.	to		
810.	to		
811.	to		
812.	to		
813.	to		
814.	to		
815.	to		
900. Items Required By Lender To Be Paid In Advance			
901. Interest from 4/6/2010 to 5/1/2010 @ day			
902. Mortgage Insurance Premium for months to			
903. Hazard Insurance Premium for years to			
904. years to			
905. years to			
1000. Reserves Deposited With Lender			
1001. Hazard insurance	months@ per month		
1002. Mortgage insurance	months@ per month		
1003. City property taxes	months@ per month		
1004. County property taxes	months@ per month		
1005. Annual assessments	months@ per month		
1006.	months@ per month		
1007.	months@ per month		
1008.	months@ per month		
1009.			
1100. Title Charges			
1101. Settlement or closing fee	to Stearns Weaver Miller et. al.		750.00
1102. Abstract or title search	to Lawyers Title Insurance Corporation	250.00	
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees	to		
1107. Attorney's fees	to		
includes above items numbers:			
1108. Title insurance	to Lawyers Title Insurance Corp.	3,410.00	
includes above items numbers:			
1109. Lender's coverage: Risk Premium	INS AMT.		
1110. Owner's coverage: Risk Premium	INS AMT. 667,000.00		
1110a			
1111. Attorney's Fees and Costs	to John J. Wolfe, P.A.		5,250.00
1112.	to		
1113.	to		
1200. Government Recording and Transfer Charges			
1201. Recording Fees: Deed \$44.00; L-Mortgage(s) ; S-Mortgage(s) ; Releases		44.00	
1202. City/county tax/stamps: Deed ; L-Mortgage(s) ; S-Mortgage(s)			4,669.00
1203. State tax/stamps: Deed \$4,669.00; L-Mortgage(s) ; S-Mortgage(s)			
1204.			
1205.			
1300. Additional Settlement Charges			
1301.	to		
1302. Lien Search	to Abramowitz Tax & Lien Service, Inc.	85.00	
1303. Title Search (Leasehold parcel)	to Lawyers Title Insurance Corporation	400.00	
1304.	to		
1305.	to		
1306.	to		
1307.	to		
1308.	to		
1309.	to		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, SectionK)		4,189.00	10,669.00

CERTIFICATION DATE: 4/6/2010
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.
The CITY OF MARATHON, a Florida municipal corporation

By: Roger T. Herstadt Borrower
David G. Jackson Seller

By: Charline G. Jackson Borrower
Charline G. Jackson Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.
STEARNS WEAVER MILLER WEISSER ALHADIEF & SITTERSON, P.A.
Settlement Agent 4/6/2010 Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010 **373860019-JOLLY**

Doc# 1757262
Bk# 2429 Pg# 1832

**This instrument prepared by,
and after recording return to:**

City of Marathon, Florida
City Attorney's Office
9805 Overseas Highway
Marathon, Florida 33050

**AGREEMENT AND DECLARATION OF WASTEWATER EMISSION
RESTRICTIONS**

THIS AGREEMENT AND DECLARATION OF WASTEWATER EMISSION RESTRICTIONS ("Declaration") is made and entered into this 1 day of September, 2009 by and between David G. Jackson and Charline G. Jackson, whose principal mailing address is 59275 Overseas Highway, Marathon, Florida 33050 (Declarant") and the City of Marathon, a Florida municipal corporation, whose principal mailing address is 9805 Overseas Highway, Marathon, Florida 33050 (the "City").

RECITALS:

1. Declarant is the fee simple title owner to certain real property (the "Property") located in the City of Marathon, Monroe County, Florida, which is more particularly described as:

A Parcel of Land being a Part of Government Lot 1, Section 19, Township 65 South, Range 34 East, on Grassy Key, Florida as Described in Official Record Book 816, Page 1936 of Monroe County Florida Public Records.
2. The City of Marathon is constructing a wastewater collection and treatment system throughout the City of Marathon (the "System"), and as part of that project, is assessing each property in the City for the costs of constructing the System.
3. The City recognizes that the wastewater flow at the Property presently is produced by the existing vested non-transient units and NROGO square footage and related accessory uses. This consists of a total of 162 vested transient units in the contiguous 11.3 acres, comprising 130 recreational vehicle spaces, 12 hotel units; and 20 tent spaces; and 637 square feet of NROGO space in the present form of an office. The vested status of all these units and NROGO square footage is documented in the determination of vested rights issued by the City on May 17, 2007. The City also recognizes that the Property had a change of condition in June 2006, when 88 vested non-transient units were removed. The City recognizes that since July 2006, the maximum average water flow for the property, as documented by FCAA water meter records, is 6,602 gallons per day, which corresponds to 39.5 EDUs.
4. In consideration of a reduction of the amount of the monetary assessment on the Property by the City, Declarant hereby covenants with the City of Marathon, a political subdivision of the State of Florida, its successors or assigns, for itself, its heirs and

successors that the property described herein is subject to and bound by the Wastewater Emission Restrictions hereinafter set forth, each and all of which is and are for the benefit of the Property, shall run with the land, and are enforceable by the City, its successors and assigns.

NOW, THEREFORE, the Declarant agrees that the Property shall be held and conveyed subject to the following Wastewater Emission Restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interests in the Property or any part thereof, their heirs, successors and assigns for the entire term of this Declaration.

1. **Restrictions.** Declarant hereby covenants, agrees and certifies, in so far as the rights, powers, interests and authority of the Declarant is concerned, that no replacement of vested non-transient units on the Property will take place nor permit applications filed with the City for any work relating to replacement of vested non-transient units, without a reevaluation of wastewater flows being conducted to address the units being replaced, and the associated assessment paid prior to building permit issuance by the City. Redevelopment of all existing vested transient units on the Property, including recreational vehicle spaces, motel units, and camping sites, existing NROGO space consisting of the office, and all accessory uses; and associated applications for building permits to accomplish this redevelopment will not require a reevaluation of wastewater flows. If and only if any of the 88 vested non-transient units are replaced onsite will a wastewater reassessment be required. If a significant redevelopment of the Property is proposed that would reduce the number of vested transient units onsite and replace some number of vested non-transient units onsite which may result in no net increase in wastewater flow, a reevaluation of wastewater flows will be conducted to the satisfaction of the City and this covenant will be amended by both parties to address the new conditions on the site.
2. **Reservations.** The Declarants have the right to petition in the future for an update of the flow data being used for the wastewater assessment, and at that time change the EDUs to the highest three-month average that applies in the appropriate three-year period, with a corresponding assessment credit, applied prospectively. In addition, the City will monitor flow rates at the Property, and has the right to reevaluate the wastewater assessment if the highest three-month average over a three-year period exceeds 7,000 gallons per day, applied prospectively.
2. **City.** This Declaration is intended to benefit and run in favor of the City.
3. **Enforcement.** This Declaration may be enforced by the City at law or in equity or as a code compliance action against any party or person violating, or attempting to violate, any of the covenants and restrictions contained herein. The remedies available to the City shall include, but are not limited to, fully assessing the Property for the System as set forth in the City's wastewater assessment resolutions, or obtaining a court order requiring the Declarant or his/her successor or assigns to comply with the wastewater emission restrictions contained herein until this Declaration has expired. The prevailing party in

any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, reasonable attorneys' fees and costs as well as attorneys' fees and cost incurred in enforcing this prevailing parties attorneys' fees provision. This enforcement provision shall be in addition to any other remedies available at law or in equity.

4. **Term.** The restrictions, covenants and conditions of this Declaration shall run with the land for a term of twenty (20) years from the date here. If any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be modified through agreement of both parties, if possible, to reflect the intent of such provision or application and then shall be enforced in a manner allowing the covenant, conditions, and restrictions to so run with the land.
5. **Amendments.** All amendments hereto shall be in writing and must be signed by the Declarant and the City. All amendments hereto shall be recorded in the Public Records of Monroe County, Florida, and shall not be valid until recorded.
6. **Paragraph Headings.** Paragraphs headings, where used herein, are inserted for the convenience only and are not intended to be a part of this Declaration or in any way defined, limited or described to be a part of this Declaration in the Public Records of Monroe County, Florida, and shall not be valid until recorded.
7. **Effective Date.** This Declaration shall become effective upon the date of execution by both parties hereto or the date of recordation of this Declaration in the Public Records of Monroe County, Florida, which ever is later.
8. **Governing Law.** This Declaration and the enforcement of the rights and obligations established hereby shall be subject to and governed by the laws of the State of Florida.
9. **Recordation.** Declarant shall at its sole cost and expenses, record this Declaration in the Public Records of Monroe County, Florida within fifteen (15) days of the execution hereof by both the Declarant and the City. Declarant shall provide the City with proof of the recording of the Declaration in accordance with the provisions of this paragraph. Failure to record these restrictions shall entitle the City to fully assess the Property for the System as set forth in the City's wastewater assessment resolutions, to refuse to issue building permits for the Property, and to other remedies, legal or equitable, available to the City to assure compliance with these Restrictions.
10. **Authorization for City to Withhold Permits and Inspections.** If the terms of this Declaration are not being complied with, in addition to any other remedies available at law or in equity, the City is hereby authorized after notice and an opportunity to cure, to withhold any permits regarding the Property or any portion thereof, and to refuse to make any inspections or grant any approvals for the Property or any portion thereof, until such time as the Declarant or its successor or assigns is in compliance with the covenants of this Declaration. The determination of non-compliance and to withhold permits, inspections, or approvals shall be by the City Manager and shall be subject to the administrative appeal provision of the City's Code.

IN WITNESS WHEREOF, Declarant, has caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Sandra Salkow
Printed Name: SANDRA SALKOW

DECLARANT

By: *David G Jackson*
Printed Name: DAVID G JACKSON

Alcie Wilbur
Printed Name: ALCIE WILBUR

By: *Charline G Jackson*
Printed Name: CHARLINE G. JACKSON

STATE OF *California*
COUNTY OF *Los Angeles*

The foregoing instrument was acknowledged before me this *28* day of *August 2009* by *DAVID G JACKSON & CHARLINE G JACKSON* who personally appeared before me, and is/are personally known to me or have produced *JADW* as identification and acknowledged executing the foregoing document.

Sylvia Daves Grieb
Notary Public, State of *California*
Printed Name: SYLVIA DAVES GRIEB
My commission expires: *4-27-10*



Agreed and accepted this 1 day of September, 2009:

THE CITY OF MARATHON, a Florida Municipal Corporation

By: Clyde Burnett
Clyde Burnett, City Manager

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:

BY: [Signature]
CITY ATTORNEY

MONROE COUNTY
OFFICIAL RECORDS