

Sponsored by: Hernstadt

**CITY OF MARATHON, FLORIDA
RESOLUTION 2010-130**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A LEASE AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION RELATIVE TO THE SERVICE AREA 7 WASTEWATER TREATMENT PLANT/GRASSY KEY FIRE STATION, AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY AND THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon, Florida (the "City") wishes to lease a parcel of Right of Way from the Florida Department of Transportation (the "FDOT"), which is further described in the Lease Agreement attached hereto (the "Lease Agreement"); and

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

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

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

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

Section 2. The Lease Agreement between the FDOT and the City, a copy of which is attached as Exhibit "A" hereto, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to sign the Lease Agreement on behalf of the City, and expend budgeted funds.

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14th DAY OF DECEMBER, 2010.

CITY OF MARATHON, FLORIDA



Ginger Snead, Mayor

AYES: Cinque, Keating, Ramsay, 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

LEASE AGREEMENT

ITEM/SEGMENT NO.: 2503081

MANAGING DISTRICT: Six

F.A.P. NO.: N/A

STATE ROAD NO.: Old S.R. 4-A, MM 59.2

COUNTY.: Monroe

PARCEL NO.: 4508

THIS AGREEMENT, made this 10th day of JANUARY, 2011, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and CITY OF MARATHON, a Florida municipal corporation, whose mailing address is 9805 Overseas Highway, Marathon, Florida 33050 (hereinafter called the Lessee.)

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Property and Term. Lessor does hereby lease unto Lessee the property described in Exhibit "A", attached and made a part hereof, for a term of five (5) years beginning 10/1/2010 and ending 9/30/2015. This Lease may be renewed for an additional five (5) years term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor 120 days advanced written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. Use. The leased property shall be used solely for the purpose of SEE ADDENDUM. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not permit any use of the property in any manner that would obstruct or interfere with any transportation facilities.

Lessee will further use and occupy the leased property in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property. Lessee will not use or occupy said property for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property.

Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials on the leased property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Lessor, within the leased property. If any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the leased property, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Lessor from any claim, loss, damage, costs, charge, or expense arising out of any such contamination.

3. Rent. Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of See Addendum plus applicable tax, for each N/A of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city, and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Florida Department of Transportation and shall be sent to N/A. Lessor reserves the right to review and adjust the rental fee biennially and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due

shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. Improvements. No structures or improvements of any kind shall be placed upon the property without the prior written approval of the District Secretary for District Six of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this Lease and the leased property restored as nearly as practical to its condition at the time this Lease is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the leased property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property as now being in fit and tenable condition for all purposes of Lessee.

Lessor reserves the right to inspect the property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. Maintenance. Lessee shall keep and maintain the leased property and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessor shall have no duty to inspect or maintain any of the leased property or buildings, and other structures thereon, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the leased property for purposes of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the leased property. In the event of emergency due to a release or suspected release of hazardous waste on the property, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the Lessee.

6. Indemnification. To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Lessor and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents, or employees, during the performance of the Lease, except that neither Lessee, its officers, agents, or employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Lessor or any of its officers, agents, or employees during the performance of the Lease.

When the Lessor receives a notice of claim for damages that may have been caused by the Lessee, the Lessor will immediately forward the claim to the Lessee. Lessee and the Lessor will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Lessor will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Lessor in such claim as described in this section. The Lessor's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Lessor and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

7. Insurance. Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than one million dollars (\$ 1,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than one million dollars (\$ 1,000,000.00) for property damage, or a combined coverage of not less than two million dollars (\$ 2,000,000.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

8. Eminent Domain. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the leased property, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the leased property. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the leased property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Lease is still in existence on the date of taking or sale; or has been terminated prior thereto.

9. Miscellaneous.

a. This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party, without cause upon thirty (30) days prior written notice to the other party.

b. In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms, and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.

d. Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior consent in writing of the Lessor; this Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

f. This Lease shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to: City of Marathon, 9805 Overseas Highway, Marathon, Florida 33050, Attn.: Susie Thomas, Project Manager

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

City of Marathon
Lessee (Company Name, if applicable)
By: *[Signature]*
Roger Hernstadt
Print Name
Title: City Manager

By: *[Signature]*
District Secretary
Gus Pego, P.E.
Print Name

Attest: *[Signature]*
Name/Title: Margaret Higgins, Exec. Secretary

Attest: *[Signature]* (SEAL)
Diane clavier
Print Name
Title: city clerk

LEGAL REVIEW:

[Signature]
District Counsel
Alicia Trujillo, Esq.
Print Name

ADDENDUM


This is an Addendum to that certain Lease Agreement between City of Marathon,
a Florida municipal corporation

and the State of Florida Department of Transportation dated the 10th day of JANUARY, 2010 2011
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof
pursuant to Paragraph 9 (b) of said Agreement:

1. USE. Lessee, a municipal corporation of the State of Florida, is granted said Lease Agreement for the public purpose of providing ingress and egress to and from the municipal water treatment plant known as Service Area 7 Wastewater Treatment Plant and for a future fire station both located on the Lessee's adjacent property. If the leased property ceases to be used for the public purpose mentioned above, then the lease shall be terminated immediately or the Lessee must pay market rent to continue leasing the leased property.

Said Lease Agreement was approved pursuant to Resolution No. 2010-86 of the City Council of the City of Marathon, Florida, passed and approved on August 10, 2010. A copy of Resolution No. 2010-86 is attached as Exhibit "B".

City of Marathon
Lessee (Company Name, if applicable)

By: 

Roger Hernstadt
Print Name

Title: City Manager

Attest:  (SEAL)


Diane clavier
Print Name

Title: City Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 
District Secretary

Gus Pego, P.E.
Print Name

Attest: 

Name/Title: Margaret Higgins, Exec. Secretary

LEGAL REVIEW:


District Counsel

Alicia Trujillo, Esq.
Print Name

EXHIBIT "A"


LEGAL DESCRIPTION

LEGAL DESCRIPTION PREPARED AT REQUEST OF CLIENT:

PURCHASE OR LEASE AREA

A PARCEL OF FLORIDA DEPARTMENT OF TRANSPORTION 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.

<p>LEGEND</p> <ul style="list-style-type: none"> ● F.C.P. = FOUND CONTROL POINT 40d NAIL/PK/NUT ● F.I.P. = FOUND 3/4" PIPE /SIZE/CAP TYPE ○ S.I.P. = SET 3/4" PIPE /LS#4906 ● R.P. = FOUND 5/8" REBAR /SIZE/CAP TYPE ⊗ I.P. = POWER OR TELEPHONE POLE 	<p>This certifies that this legal description and attached sketch was made under my supervision and the sketch meets the "Minimum Technical Standards" set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Date Sketch completed <u>10/28/10</u></p> <p>SKETCH OF LEGAL DESCRIPTION FOR THE BENEFIT OF: CITY OF MARATHON FLORIDA DEPARTMENT OF TRANSPORTATION</p> <p style="text-align: center;"></p> <p>JOHN PAUL GRIMES, III, S. & M., NO. 4906 NOT VALID WITHOUT SIGNATURE & ORIGINAL RAISED SEAL THIS SKETCH IS NOT ASSIGNABLE. THIS SKETCH SUBJECT TO A TITLE SEARCH.</p>
<p>ABBREVIATIONS</p> <ul style="list-style-type: none"> A.K.A. = ALSO KNOWN AS CL = CENTERLINE (C) = CALCULATED (D) = DEED/DESCRIPTION 'LY. = ERLY (M) = MEASURED (P) = PLAT P.O.C. = POINT OF COMMENCEMENT P.O.B. = POINT OF BEGINNING R/W = RIGHT-OF-WAY TYP. = TYPICAL /// = BROKEN LINE (NOT TO SCALE) 	<p>J.P. GRIMES, REGISTERED FLORIDA SURVEYOR AND MAPPER P.O. BOX 510403 #14 6th STREET KEY COLONY BEACH, FL. 33051-0403 PH. (305) 743-4510 FAX (305) 743-3277</p>

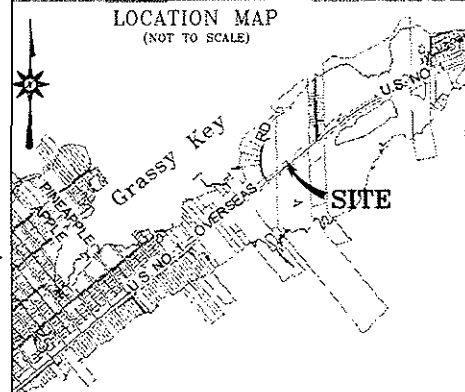
THIS IS NOT A BOUNDARY SURVEY
CALCULATED DISTANCES FROM PRIOR SURVEY DATED 10/20/09.
O.R. = OFFICIAL RECORDS BOOK-PAGE, MONROE COUNTY PUBLIC RECORDS
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTION
NOTE: THIS LEGAL DESCRIPTION AND ATTACHED SKETCH NOT VALID ONE WITHOUT THE OTHER.

FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT SIX
ITEM/SEGMENT NO.: 2503081
SECT/JOB NO.: 90040-2508
F.A.P. NO.: N/A
STATE ROAD NO. 5/ MM 59.2
COUNTY: MONROE
PARCEL NO.: 4508

SHEET 1 OF 2

EXHIBIT "A"
SKETCH OF
LEGAL DESCRIPTION

LOCATION MAP
(NOT TO SCALE)



FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT SIX
ITEM/SEGMENT NO.: 2503081
SECT/JOB NO.: 90040-2508
F.A.P. NO.: N/A
STATE ROAD NO. 5/ MM 59.2
COUNTY: MONROE
PARCEL NO.: 4908

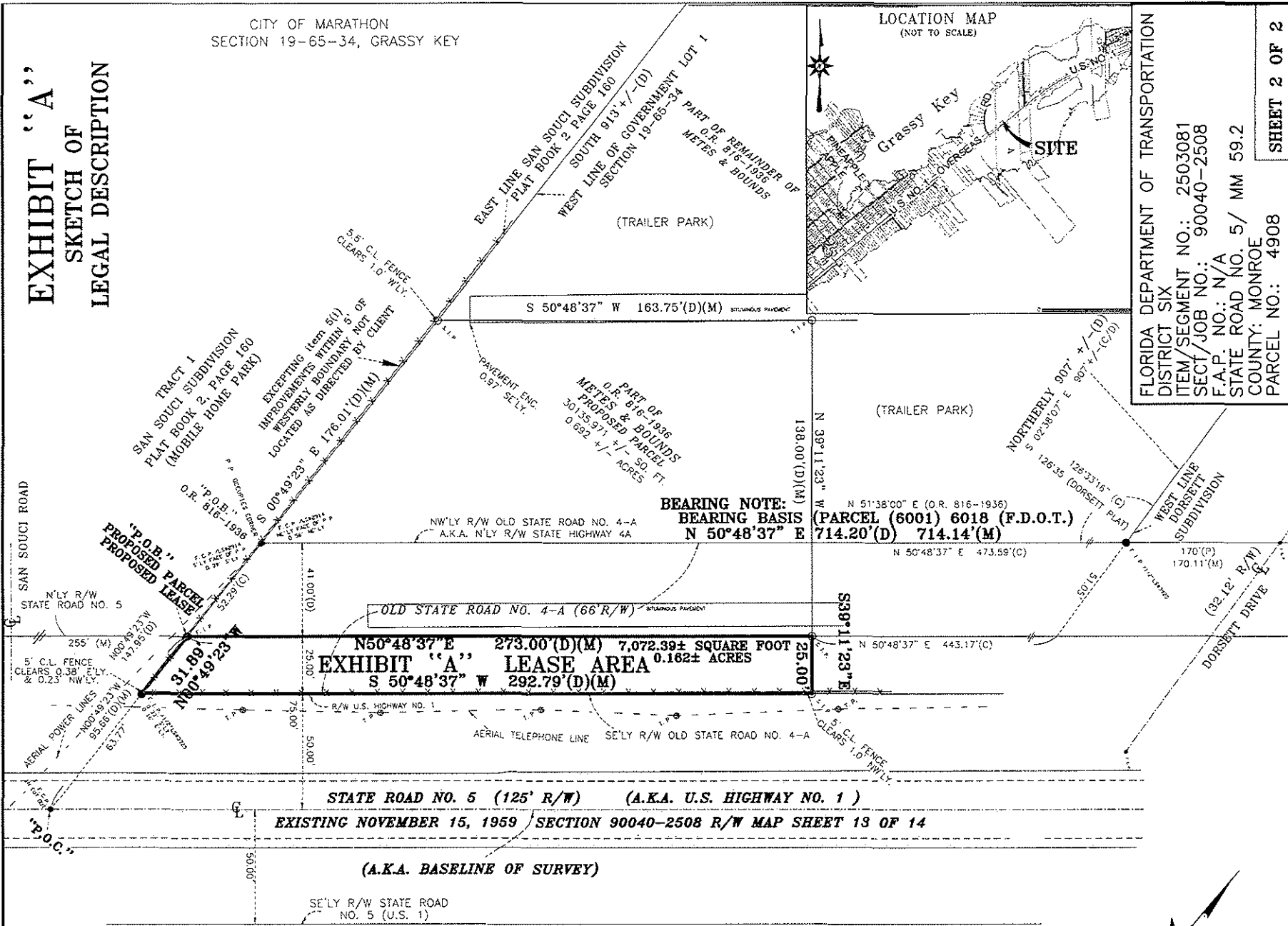


EXHIBIT "A" LEASE AREA
0.162± ACRES
7,072.39± SQUARE FOOT

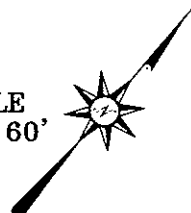
BEARING NOTE:
BEARING BASIS (PARCEL (6001) 6018 (F.D.O.T.))
N 50°48'37" E 714.20'(D) 714.14'(M)

THIS IS NOT A BOUNDARY SURVEY

O.R. = OFFICIAL RECORDS BOOK-PAGE, MONROE COUNTY PUBLIC RECORDS
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION

NOTE: THIS SKETCH AND ATTACHED LEGAL DESCRIPTION NOT VALID ONE WITHOUT THE OTHER
THIS SKETCH, LOCATIONS, CALCULATIONS AND MONUMENTATION AS SHOWN HEREON ARE
BASED ON THE PRIOR SURVEY BY THIS OFFICE DATED 10/20/09.

SCALE
1" = 60'



THE SKETCH DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

Sponsored by: Hernstadt

**CITY OF MARATHON, FLORIDA
RESOLUTION 2010-86**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, DECLARING A PUBLIC USE FUNCTION AND PUBLIC NEED FOR A PORTION OF RIGHT OF WAY LOCATED ADJACENT TO THE SERVICE AREA 7 WASTEWATER TREATMENT PLANT AND BELONGING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon, Florida (the "City") wishes to lease a parcel of Right of Way land from the Florida Department of Transportation, which is further described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the City intends to lease the Property for public purposes, specifically for access to the Area 7 Wastewater Treatment Plant; and

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

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

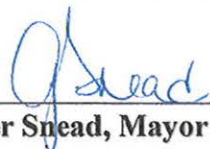
Section 1. The above recitals are true and correct and incorporated herein by this reference.

Section 2. The City Council finds and determines that the Property is needed for, and shall be held or used for, a public purpose, specifically for use as access to the Area 7 wastewater treatment plant and adjacent planned fire station.

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10th DAY OF AUGUST, 2010.

CITY OF MARATHON, FLORIDA



Ginger Snead, Mayor

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

ATTEST:

Diane Clavier

Diane Clavier, City Clerk

(City Seal)

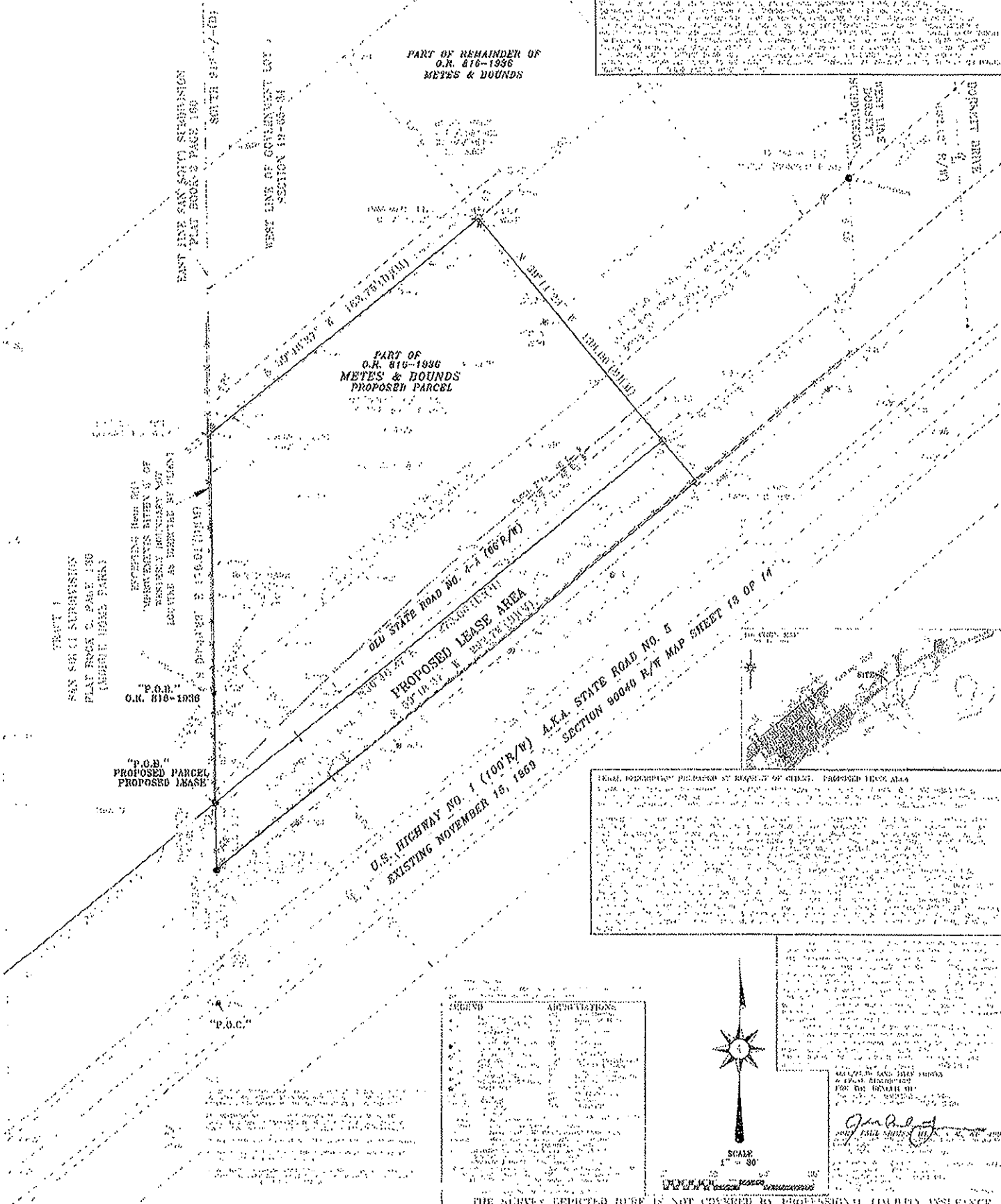
**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON ONLY**

[Handwritten Signature]

City Attorney

DATE OF SURVEY: 12/15/2011
BY: [Illegible]

LEGAL DESCRIPTION PREPARED AT REQUEST OF CLIENT:
[Illegible text]



PART OF REMAINDER OF
O.R. 816-1936
METES & BOUNDS

PART OF
O.R. 816-1936
METES & BOUNDS
PROPOSED PARCEL

STREET 1
SAN SOLO SUBDIVISION
PLAT BOOK C, PAGE 130
(COURT HOUSE PARK)

"P.O.B."
O.R. 818-1938

"P.O.B."
PROPOSED PARCEL
PROPOSED LEASE

"P.O.C."

OLD STATE ROAD NO. 4-A (100' R/W)
PROPOSED LEASE AREA
O.S. HIGHWAY NO. 1 (100' R/W)
EXISTING NOVEMBER 15, 1969

A.K.A. STATE ROAD NO. 5
SECTION 90040 R/W MAP SHEET 13 OF 14

LEGAL DESCRIPTION PREPARED AT REQUEST OF CLIENT, PROPOSED LEASE AREA
[Illegible text]

Table with 2 columns: LEGEND and ABBREVIATIONS. The content is mostly illegible due to small font and scan quality.



SCALE
1" = 30'

[Illegible signature and text]

Property Hand-over Report

Florida Department of Transportation
Property Management

Lessee/ Occupant: City of Marathon
Item/Seg No.: 2503081
Sect/Job No.: 90040-2508
FAP No.: N/A
County: Monroe
Parcel No.: 4508
Date of Hand-over to occupant: 10/1/2010

1. **Physical Possession:** This is to confirm the hand-over of premises/land located adjacent to the City of Marathon's Service Area 7 Wastewater Treatment Plant in Grassy Key, MM 59 and as described in the Lease Agreement dated 1/10/2011 between the Florida Department of Transportation and the City of Marathon. Lessee does hereby accept possession of the premises/land as of the above date. All utility and other services will be the Lessees responsibility to arrange and pay for as necessary.

2. **Condition of Premises/Land.**
Land is vacant.

3. **First lease payment received** \$ N/A **Date:** N/A

City of Marathon (Lessee)

By: [Signature]
Name: Broger Hernstadt

Agent for Florida Department of Transportation:

By: [Signature]
Right of Way Administration
Property Management
1000 N.W. 111th Avenue,
Miami, Florida 33172
(305) 470 5150