

CITY OF MARATHON, FLORIDA
RESOLUTION 2012-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE REQUEST BY MARATHON HOSPITALITY, LLC FOR AN AMENDMENT TO AN APPROVED DEVELOPMENT AGREEMENT (RESOLUTION 2009-12), PURSUANT TO CHAPTER 102, ARTICLE 8 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (CODE) ENTITLED "CONDITIONAL USE PERMITS", AUTHORIZING AN ALTERNATE SITE PLAN FOR THE DEVELOPMENT OF A 95 ROOM COURTYARD MARRIOTT HOTEL, COMMERCIAL SPACE, A RESTAURANT, THE CONCEPTUAL DESIGN FOR A 34 SLIP MARINA, AND ENTITLEMENTS AT THE PROPERTIES LOCATED AT 2146 AND 2188 OVERSEAS HIGHWAY, GULF, NEAREST MILE MARKER 48, WHICH IS LEGALLY DESCRIBED AS PART OF GOVERNMENT LOT 2, PART BAY BOTTOM ADJACENT TO PART OF LOT 2, AND PART STATE ROAD 4A, KEY VACCAS, SECTION 9, TOWNSHIP 66, RANGE 32, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBER 00102900-000000, 00102810-000000, 00102810-000100, AND QUIT CLAIM DEED, BK# 1885, PG# 1556

WHEREAS, a current and valid Conditional Use permit exists as identified in Resolution 2009-04 and Development Order 2009-01 for property located at 2146 and 2188 Overseas Highway, Marathon, Florida, having RE Nos. 00102900-000000, 00102810-000000, 00102810-000100, and quit claim deed, BK# 1885, PG# 1556; and

WHEREAS, Marathon Hospitality LLC (the "Owner") is the current owner of the property and has assumed the responsibilities and conditions of the approved Conditional Use Permit and Development Order consistent with the LDRs; and

WHEREAS, on the 17th day of September, 2012, the City of Marathon (the "City") Planning Commission (the "Commission") and on the 25th day of October, 2012, the City Council (the "Council") conducted properly advertised public hearings (the "Public Hearings") regarding the request submitted by Owner, for an amendment to a conditional use permit pursuant to Chapter 102, Article 13 of the City Code (the "Code"); and

WHEREAS, the purpose of the conditional use permit is to allow the Applicant to develop a 95 unit hotel, retail shops, restaurant and marina (the "Proposed Use") at the property described in the application (the "Property").

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

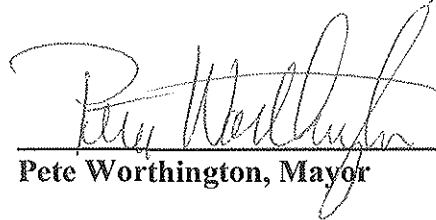
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Amendment to the Development Agreement between the City and Owner, a copy of which is attached hereto as Exhibit "A," is hereby approved. The Mayor is authorized to execute this Amendment to the Development Agreement on behalf of the City.

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

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 23rd day of October, 2012.

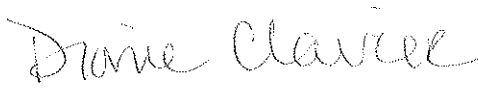
THE CITY OF MARATHON, FLORIDA



Pete Worthington, Mayor

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

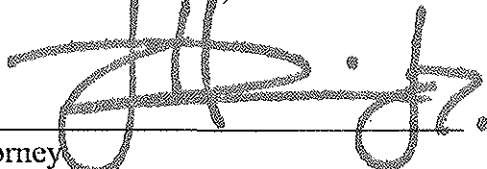
ATTEST:



Diane Clavier
City Clerk

(City Seal)

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



City Attorney

Parcel ID Numbers:
00102810-000000
00102810-000100
00102900-000000

Doc# 1933229
Bk# 2628 Pg# 2385

Jorge Cepero
9651 Sheridan St Suite 480
Hollywood, FL 33021
Tel: (954) 392-8788
Cell: (954) 691-7757

(Space Reserved for Recordation)

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
MARATHON HOSPITALITY LLC (SUNDANCE RESORT AND MARINA)
MARATHON, FLORIDA**

First Amendment ("Amendment") to the Development Agreement for Marathon Hospitality LLC (Sundance Resort and Marina), is made and entered into by and between the City of Marathon, a Florida municipal corporation, and Marathon Hospitality LLC ("Owner"), a Florida limited partnership, pursuant to the City of Marathon LDRs and the Florida Local Government Development Agreement Act, and is binding on the parties as of the Effective Date set forth in this Amendment.

WITNESSETH:

WHEREAS, Marathon Hospitality LLC is the owner of the real property located at 2146 and 2188 Overseas Highway in Marathon, Florida at approximate mile marker 48, described in Exhibit A in the Development Agreement hereto (the "Property"); and

WHEREAS, the Property consists of four parcels, with one parcel (RE No. 00102900-000000) being the site of the former Sundance Trailer Park from which all structures have been removed, the second parcel (RE No. 00102810-000000) is currently vacant and scarified, the third parcel (RE No. 00102810-000100) being bay bottom, and the fourth parcel being the property described in quit claim deed, BK# 1885, PG# 1556; and

WHEREAS, the Property is designated on the City's Future Land Use Map (FLUM) as Mixed Use Commercial (MUC), and is zoned as Mixed Use (MU), which land use designation and zoning allow for the uses proposed herein with conditional use approval; and

WHEREAS, the City has recognized existing development on the Property as hereinafter described in this Agreement pursuant to Letters of Understanding issued on June 17, 2005 and September 26, 2006; and

WHEREAS, the Owner desires to re-develop the scarified Property in accordance with the previously approved site plan or with an alternate site plan including the construction of an 95 unit, 65,423 square foot Courtyard Marriott Hotel with 6,000 square feet of retail and restaurant space, and approval for 34 wet slips; and

WHEREAS, The Owner will need to transfer additional transient units to the Property pursuant to Section 107.14 of the LDRs relating to the transfer of building rights from one property to another; and

WHEREAS, The Owner will need to comply with the City's affordable housing requirement for transient uses, pursuant to Section 104.25 of the LDRs, which requires that new transient development provide affordable housing in an amount equal to 20% of the square footage of approved floor area in guest units; and

WHEREAS, original project approvals for a 80 unit hotel, 18,657 square feet of commercial retail and restaurant space, and a layout for a 34 slip marina were completed in 2009 as memorialized in City Resolutions 2009-04 and 2009-12 and Development Order 2009-01, subject to section 4 below; and

WHEREAS, the Planning Commission heard the Owner's request for an amendment to the approved Conditional Use permit and the Development Agreement on September 17, 2012 and the City Council held public hearings on the September 25, 2012 and again on October 9, 2012; and

WHEREAS, the City has determined that this Amendment is in the public interest, is consistent with its policy to encourage the redevelopment of property in the City, and will further the health, safety and welfare of the residents of the City.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

Section 1 Recitals. The foregoing recitals are incorporated into this Amendment to the existing Development Agreement.

Section 2. Amendments: The Development Agreement the City and the Owner is amended as follows:

1. Purposes of Agreement. Add a new Sub-section II. C., to read as follows (all new language):

C. To approve an alternate site plan applicable to the Property authorizing the development of an additional fifteen (15) one bedroom transient dwelling units on the project site subject to Marathon Hospitality obtaining forty-nine (49) transient units in excess of what has been legally established on the Owner Property, to be transferred via the Transfer of Building Rights (TBR's), Conditional Redevelopment Units (CRU's), or any other legally established process prior to building permit issuance (including, without limitation, Marathon's allocation of additional transient units upon the Comprehensive Plan Amendments and the LDR Amendments becoming effective (the "Additional Unit Conditions"). THE APPROVAL OF THIS AMENDMENT TO DEVELOPMENT AGREEMENT DOES NOT CONVEY OR GRANT A VESTED RIGHT OR ENTITLEMENT TO FUTURE ALLOCATIONS BY THE CITY OF ANY TRANSIENT DEVELOPMENT RIGHTS OR UNITS ASSOCIATED WITH THE ADDITIONAL TWENTY-FIVE TRANSIENT UNITS REFERENCED IN THIS AMENDMENT TO DEVELOPMENT AGREEMENT. SUCH ALLOCATIONS, IF ANY, SHALL BE MADE AT A FUTURE DATE CONSISTENT WITH THE COMPREHENSIVE PLAN AMENDMENTS AND LDR AMENDMENTS.

2. Duration of Agreement. Modify Section IV. B as follows:

The new effective date of the Agreement is February 3, 2013. For the original project approval of

~~an 80-unit hotel.~~ The Owner shall ~~retain~~ have a period of two (2) years from the Effective Date of ~~this the original Agreement, with authorized extensions,~~ to obtain the building permits for the hotel and the restaurant and five (5) years from the Effective Date of the Agreement to obtain Certificates of Occupancy for the hotel and restaurant; a period of five (5) years from the Effective Date of the Agreement to obtain a building permit for the commercial space and seven (7) years from the Effective Date of the Agreement to obtain a Certificate of Occupancy for the commercial space; and a period of seven (7) years from the Effective Date of this Agreement to obtain a building permit for the marina and ten (10) years from the Effective Date of this Agreement to obtain a Certificate of Occupancy and/or Final Inspections for the marina.

For the alternate site plan approval of a 95 unit hotel as approved in this amendment, the Owner shall make an application for permits for the hotel by no later than February 1, 2013 and shall have thirty-six months from the effective date of this Amendment to complete the hotel. Otherwise, if the Owner receives approval for the allocation of Transient Residential Units (TRUs) as allowed under Ordinance 2012-07, all timeframes specified in Ordinance 2012-07 shall apply.

3. **Permitted Uses.** Modify Section IV. C. 1. and 3. as follows (new language underlined):

1. The development permitted on the Property in the original Development Agreement shall consist of those uses set forth herein, as identified on the conceptual site plan attached hereto as Exhibit C, and incorporated herein by reference. The permitted uses are as follows:

- i. Transient Units: 80 transient hotel units;
- ii. Commercial Floor Area: 18,657 square feet consisting of 8,657 square foot restaurant and 10,000 square foot building for retail shops; and,
- iii. Other: 34 slip marina facility.

The alternate site plan development approved as part of this Amendment shall consist of those uses set forth herein, as identified on the conceptual site plan attached hereto as Exhibit C 1, and incorporated herein by reference. The permitted uses are as follows:

- i. Transient Units: 95 transient hotel units
- ii. Commercial Floor Area: 6,000 square feet consisting of commercial floor area and a restaurant
- iii. Other: 34 slip marina facility.

3. The following documents are attached hereto and incorporated by reference, showing the Property Boundary and Existing and Proposed Uses:

- Exhibit A: Legal Description
- Exhibit B: Boundary Survey
- Exhibit C: Conceptual Site Plan
- Exhibit C 1. Alternative Conceptual Site Plan

4. Residual site density and intensity, recognized as existing entitlements, less any development under this Amendment and less any TRUs which the City might approve and allocate to the development, shall be memorialized for future development potential on site or off-site transfer as Transferable Building Rights (TBRs), commercial or residential as per section 5 below.

4. **Affordable Housing.** Modify Section IV. E. as follows:

the Owner shall comply with the requirements of Section 104.25 by providing on-site or off-site employee housing living space in amount equal to a minimum of (a) twenty percent of the approved floor area in guest units plus (b) the amount required for the increased density bonus. This amount, as calculated in the Conditional Use Application filed concurrently with Application for approval of this Development Agreement, equals 8,355.40 square feet. This amount of calculated square footage shall be the same for either the originally approved Agreement or this Amendment. The Owner will meet this requirement by deed restricting units currently owned by the Owner or units to be built for moderate income levels. The Owner shall dedicate such units for moderate income affordable housing by filing a document acceptable in form and substance to the City in the Public Records of Monroe County, Florida, prior to the issuance of any Certificate of Occupancy for buildings on the Property. The deed restriction shall be effective for fifty (50) years from the date of recordation, and shall automatically renew for two (2) 50-year periods. In the alternative, the Owner may choose to pay into the City's Affordable Housing Program Fund in accordance with the same requirements established in Section 107.18 C. of the LDRs. One residential unit shall be the equivalent of 900 square feet of floor area for the purposes of calculating the required contribution.

5. Redevelopment and Replacement of BPAS Exempt Units and Square Footage.
Modify Section IV. H. as follows:

The Parties acknowledge that there existed on the Property a total 46 transient units and 35,724 square feet of commercial space, all of which are lawfully established and BPAS exempt. The City acknowledges that, by the covenants and stipulations of this Agreement, the Owner may: redevelop 46 transient hotel units and the requested 18,657 square feet of commercial space (original site plan) or 6,000 square feet of commercial space (Amended Site Plan). City acknowledges that, as set forth in the June 17, 2005 Letter of Understanding, six (6) BPAS exempt single family dwelling units existed on the Property. Such six (6) BPAS exempt single family dwelling units and the ~~remaining residual~~ 17,067-square feet of BPAS exempt commercial space shall remain eligible for transfer off-site in compliance with Section 107.14 of the LDRs.

6. **Notices.** Modify Section IV. P. as follows:

All notices, demands, requests, or replies provided for or permitted by this Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by anyone of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Services as certified or registered mail, return receipt requested, postage prepaid; or (c) by deposit with an overnight express delivery service with a signed receipt

required. Notice shall be effective upon receipt. The addresses and telephone numbers of the parties are as follows:

TO MARATHON RESORT OWNER:

Larry m. Abbo Peter Rosaseo
Marathon Hospitality, LLC, Sundance Resort & Marina, LLC
4651 Sheridan Street, Suite 4808085 Overseas Highway
Hollywood, Florida 33021 Marathon, FL 33050
(954) 392 8788 (305) 743 6586

With a copy by regular U.S. mail to:

Steven B. Greenfield, ESQ.
Aldridge Connors, LLP.
7000 W. Palmetto Park Road
Suite 307

Boca Raton, Fl. 33434

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

~~John J. Wolfe, Esq.~~
~~John J. Wolfe, P.A.~~
~~2955 Overseas Highway~~
~~Marathon, FL 33050~~
~~(305) 743 9858~~

TO THE CITY:

City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
(305) 743-0033

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

John R. Herin, Jr., Shareholder~~John Jimmy Morales, Esq.~~
City Attorney, City of Marathon
GrayRobinson, P.A.~~Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.~~
401 East Las Olas Boulevard, Suite 1850~~150 West Flagler Street, Suite 2200~~
P.O. Box 2328
Ft. Lauderdale, Florida 33301~~Miami, Florida 33130~~
(954) 761 8111~~(305) 789 3200~~

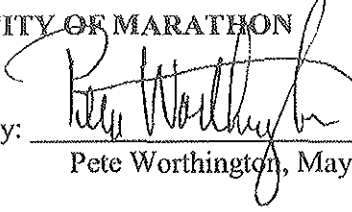
Section 3. Effect of This Amendment to Development Agreement. Except as expressly modified in this Amendment to Development Agreement, all terms and provisions in the Development Agreement for the Owner, remain unchanged and continue in full force and effect.

Section 4. Recording and Effective Date. The Owner shall record a copy of this Amendment to

the Development Agreement in the public records of Monroe County, Florida, within fourteen (14) days after the date of this agreement, and shall provide copies of the recorded agreement showing the book and page where recorded to Marathon and to the state land planning agency. Pursuant to Section 163.3239, Florida Statutes, this Third Amendment to Development Agreement shall become effective 30 days after it is recorded and a copy is received by the state land planning agency.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year below written.


CITY OF MARATHON

By: 
Pete Worthington, Mayor

ATTEST:

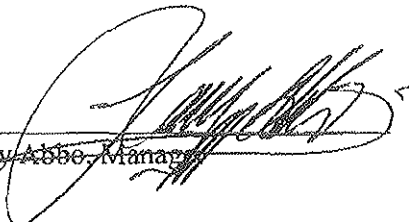

City Clerk

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



City Attorney

Marathon Hospitality LLC, a Florida Limited
Liability Company
By: Prime Hotel at Marathon, LLC., It's Manager

Nov. 20, 2012
Date

By: 
Larry Abbo, Manager

Signed, sealed and delivered in the presence of:


Witness Signature

Arlyn Katz
Witness Name (Printed)

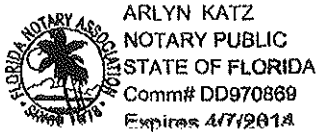

Witness Signature

Jorene Cifano
Witness Name (Printed)

**STATE OF FLORIDA
COUNTY OF MONROE**

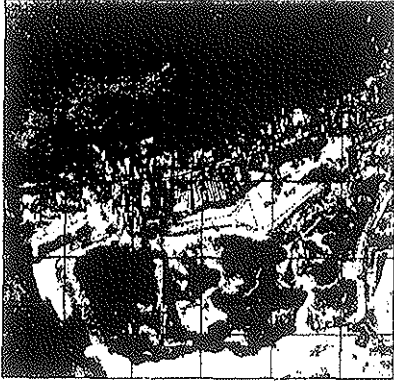
The foregoing instrument was acknowledged before me this 20 day of November 2012, by Larry Abbo, being a Manager of Marathon Hospitality, LLC., a Florida corporation who is known to me or who produced _____ as identification, and who did / did not take an oath.


NOTARY PUBLIC
My commission expires: 4/7/2014



Doc# 1933229
Bk# 2628 P# 2393

REVISED EXHIBIT B
REVISED BOUNDARY SURVEY



LOCATION MAP

SURVEYOR'S NOTES
 NORTH arrow based on FDOT RT-222 Map
 Reference Meridian: Central US Highway No. 1
 14 Canada eastern ellipsoid
 Elevation based on LWS to 1929 datum
 Bench mark No. B-275 Elevation 5.28

Abbreviations
 H/H = Heavy
 H/H = Highway
 G = Grand
 P = Pavement
 D = Drain
 C = Concrete
 S = Steel
 W = Wood
 M = Masonry
 E = Earth
 S.P. = Storm Pipe
 P.O. = Point of Origin
 P.O.C. = Point of Closure
 P.D. = Post Hole

Abbreviations
 C.R.T. = Crown Line Fence
 G.P. = Ground Floor Pole
 S.P. = Storm Pipe
 P.F. = Pavement
 D. = Drain
 C. = Concrete
 S. = Steel
 W. = Wood
 M. = Masonry
 E. = Earth
 S.P. = Storm Pipe
 P.O. = Point of Origin
 P.O.C. = Point of Closure
 P.D. = Post Hole

Conventions
 1/2" = 1/4" Slope
 1/4" = 1/2" Slope
 1" = 1" Slope
 2" = 2" Slope
 3" = 3" Slope
 4" = 4" Slope
 5" = 5" Slope
 6" = 6" Slope
 7" = 7" Slope
 8" = 8" Slope
 9" = 9" Slope
 10" = 10" Slope

Mean High Water Elevation @ 96 N.W. Sec. 12, T. 20N, R. 20W
 Mean Low Water Elevation @ 96 N.W. Sec. 12, T. 20N, R. 20W
 Water contours as Mean Low Water
 Date: Nov 1988
 Scaled: As Shown

ACKNOWLEDGEMENT
 I HEREBY CERTIFY that the foregoing SURVEY is true and correct to the best of my knowledge and belief and that I am a duly licensed Professional Engineer in the State of Florida.
 Reference is made to the Florida Statutes, Chapter 471, which governs the practice of the profession of Professional Engineer, and the provisions thereof and that these are fully incorporated herein.
 FREDERICK H. HILLESBACH
 Professional Engineer No. 35512
 State of Florida

CONVENTIONS
 1/2" = 1/4" Slope
 1/4" = 1/2" Slope
 1" = 1" Slope
 2" = 2" Slope
 3" = 3" Slope
 4" = 4" Slope
 5" = 5" Slope
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 6" = 6" Slope
 7" = 7" Slope
 8" = 8" Slope
 9" = 9" Slope
 10" = 10" Slope

DESCRIPTION

Block A, 2148-2148, Section 11, Township 20N, Range 20W
 Located on the south side of the intersection of State Road 4 and Highway 99, Block A, 2148-2148, contains a portion of a 660-foot wide parcel of land known as Block A, 2148-2148, which was previously owned and occupied by the Florida Highway Express, Inc. (FHE), a corporation organized under the laws of the State of Florida. The parcel is bounded on the north by the highway right-of-way, on the east by the right-of-way of the State Road 4 and Highway 99, on the south by the highway right-of-way, and on the west by the highway right-of-way. The parcel is shown on the plat of Block A, 2148-2148, which is recorded in Public Record Book 2148, Page 2148, of the Public Records of the State of Florida.

Block B, 2148-2148, Section 11, Township 20N, Range 20W
 Located on the north side of the intersection of State Road 4 and Highway 99, Block B, 2148-2148, contains a portion of a 660-foot wide parcel of land known as Block B, 2148-2148, which was previously owned and occupied by the Florida Highway Express, Inc. (FHE), a corporation organized under the laws of the State of Florida. The parcel is bounded on the north by the highway right-of-way, on the east by the right-of-way of the State Road 4 and Highway 99, on the south by the highway right-of-way, and on the west by the highway right-of-way. The parcel is shown on the plat of Block B, 2148-2148, which is recorded in Public Record Book 2148, Page 2148, of the Public Records of the State of Florida.

Block C, 2148-2148, Section 11, Township 20N, Range 20W
 Located on the east side of the intersection of State Road 4 and Highway 99, Block C, 2148-2148, contains a portion of a 660-foot wide parcel of land known as Block C, 2148-2148, which was previously owned and occupied by the Florida Highway Express, Inc. (FHE), a corporation organized under the laws of the State of Florida. The parcel is bounded on the north by the highway right-of-way, on the east by the highway right-of-way, on the south by the highway right-of-way, and on the west by the highway right-of-way. The parcel is shown on the plat of Block C, 2148-2148, which is recorded in Public Record Book 2148, Page 2148, of the Public Records of the State of Florida.

Block D, 2148-2148, Section 11, Township 20N, Range 20W
 Located on the west side of the intersection of State Road 4 and Highway 99, Block D, 2148-2148, contains a portion of a 660-foot wide parcel of land known as Block D, 2148-2148, which was previously owned and occupied by the Florida Highway Express, Inc. (FHE), a corporation organized under the laws of the State of Florida. The parcel is bounded on the north by the highway right-of-way, on the east by the highway right-of-way, on the south by the highway right-of-way, and on the west by the highway right-of-way. The parcel is shown on the plat of Block D, 2148-2148, which is recorded in Public Record Book 2148, Page 2148, of the Public Records of the State of Florida.

Section 11
 A portion of the whole Block A is more particularly described by metes and bounds as follows:
 Situated on the south side of the intersection of State Road 4 and Highway 99, Block A, 2148-2148, contains a portion of a 660-foot wide parcel of land known as Block A, 2148-2148, which was previously owned and occupied by the Florida Highway Express, Inc. (FHE), a corporation organized under the laws of the State of Florida. The parcel is bounded on the north by the highway right-of-way, on the east by the right-of-way of the State Road 4 and Highway 99, on the south by the highway right-of-way, and on the west by the highway right-of-way. The parcel is shown on the plat of Block A, 2148-2148, which is recorded in Public Record Book 2148, Page 2148, of the Public Records of the State of Florida.

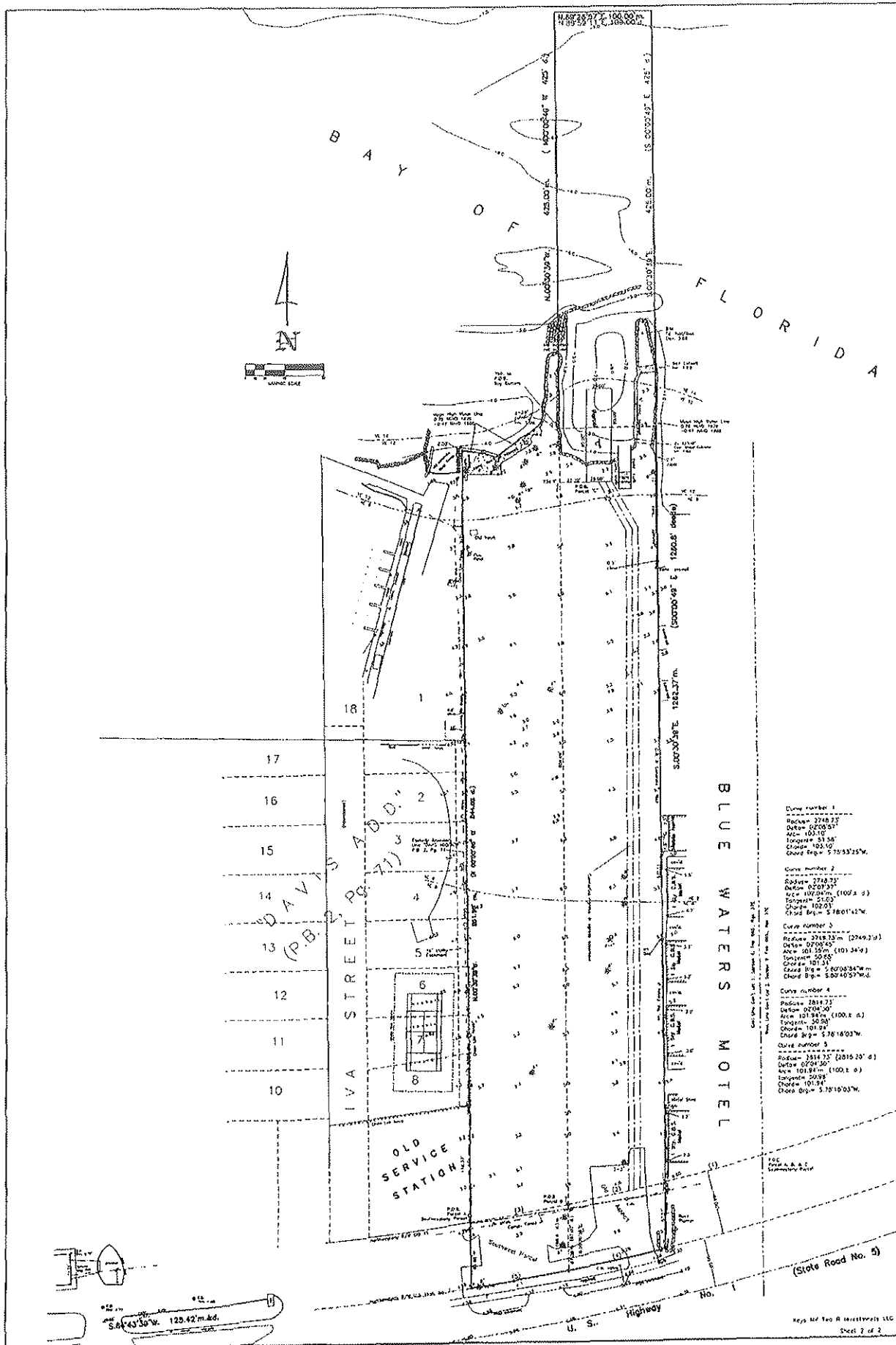
Section 11
 A portion of the whole Block B is more particularly described by metes and bounds as follows:
 Situated on the north side of the intersection of State Road 4 and Highway 99, Block B, 2148-2148, contains a portion of a 660-foot wide parcel of land known as Block B, 2148-2148, which was previously owned and occupied by the Florida Highway Express, Inc. (FHE), a corporation organized under the laws of the State of Florida. The parcel is bounded on the north by the highway right-of-way, on the east by the right-of-way of the State Road 4 and Highway 99, on the south by the highway right-of-way, and on the west by the highway right-of-way. The parcel is shown on the plat of Block B, 2148-2148, which is recorded in Public Record Book 2148, Page 2148, of the Public Records of the State of Florida.

Section 11
 A portion of the whole Block C is more particularly described by metes and bounds as follows:
 Situated on the east side of the intersection of State Road 4 and Highway 99, Block C, 2148-2148, contains a portion of a 660-foot wide parcel of land known as Block C, 2148-2148, which was previously owned and occupied by the Florida Highway Express, Inc. (FHE), a corporation organized under the laws of the State of Florida. The parcel is bounded on the north by the highway right-of-way, on the east by the highway right-of-way, on the south by the highway right-of-way, and on the west by the highway right-of-way. The parcel is shown on the plat of Block C, 2148-2148, which is recorded in Public Record Book 2148, Page 2148, of the Public Records of the State of Florida.

Section 11
 A portion of the whole Block D is more particularly described by metes and bounds as follows:
 Situated on the west side of the intersection of State Road 4 and Highway 99, Block D, 2148-2148, contains a portion of a 660-foot wide parcel of land known as Block D, 2148-2148, which was previously owned and occupied by the Florida Highway Express, Inc. (FHE), a corporation organized under the laws of the State of Florida. The parcel is bounded on the north by the highway right-of-way, on the east by the highway right-of-way, on the south by the highway right-of-way, and on the west by the highway right-of-way. The parcel is shown on the plat of Block D, 2148-2148, which is recorded in Public Record Book 2148, Page 2148, of the Public Records of the State of Florida.

Key: NY 100 R	100 R
2148-2148, Section 11, Township 20N, Range 20W	2148-2148, Section 11, Township 20N, Range 20W
Boundary & Topographic Survey	Boundary & Topographic Survey
Scale: 1" = 100'	Scale: 1" = 100'
Date: 11/11/88	Date: 11/11/88
Prepared by: Frederick H. Hillesbach	Prepared by: Frederick H. Hillesbach
Checked by: [Signature]	Checked by: [Signature]
11/11/88	11/11/88

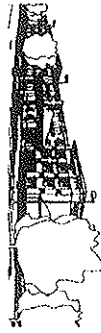
FRANK SULLIVAN INC.	
Professional Engineer No. 35512	Professional Engineer No. 35512
1122 Commerce Ave	1122 Commerce Ave
Tallahassee, FL 32309	Tallahassee, FL 32309
904-944-1234	904-944-1234
904-944-1235	904-944-1235



Curve number	Radius	Delta	Chord	Chord Bp
Curve number 1	3746.25	0200°37'	1001.10	51.58
Curve number 2	1002.00	0200°37'	1001.10	51.58
Curve number 3	2718.33	0200°37'	1001.10	51.58
Curve number 4	2811.73	0200°37'	1001.10	51.58
Curve number 5	2811.73	0200°37'	1001.10	51.58

EXHIBIT "C 1"

ALTERNATE CONCEPTUAL SITE PLAN



COURTYARD MARRIOTT HOTEL



PRIME HOSPITALITY

City of Marathon
Florida 33050

PROJECT TEAM

DESIGN
PRIME DESIGN ASSOCIATES
1111 WOODLAND AVENUE
SUITE 200
MIAMI, FL 33136
TEL: 305.371.1111
WWW.PRIMEDSIGN.COM

ARCHITECT
PRIME DESIGN ASSOCIATES
1111 WOODLAND AVENUE
SUITE 200
MIAMI, FL 33136
TEL: 305.371.1111
WWW.PRIMEDSIGN.COM



PRIME DESIGN
ASSOCIATES
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PRIME DESIGN ASSOCIATES
1111 WOODLAND AVENUE
SUITE 200
MIAMI, FL 33136
TEL: 305.371.1111
WWW.PRIMEDSIGN.COM

DATE: 11/11/11
SCALE: AS SHOWN
DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN

COURTYARD MARRIOTT HOTEL

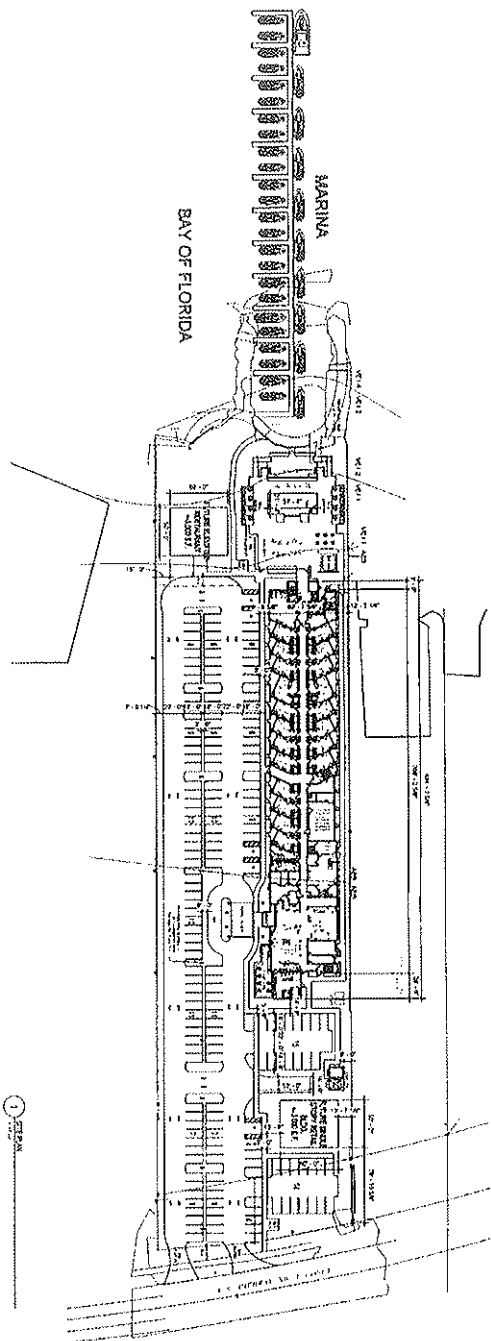
2146 Overseas Highway
Marathon Florida 33050

PRELIMINARY NOT
CONSTRUCTION

Cover Sheet

A001

<p>GENERAL NOTES</p> <p>1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.</p> <p>2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.</p> <p>3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE AUTHORITY HAVING JURISDICTION.</p> <p>4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.</p> <p>5. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION.</p> <p>6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.</p> <p>7. ALL EXCAVATIONS SHALL BE PROTECTED AND BACKFILLED WITH COMPACTED FILL.</p> <p>8. ALL FOUNDATIONS SHALL BE CONSTRUCTED ON UNDISTURBED SOIL OR PILING.</p> <p>9. ALL CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE SPECIFICATIONS.</p> <p>10. ALL STEEL SHALL BE WELDED IN ACCORDANCE WITH THE SPECIFICATIONS.</p> <p>11. ALL PAINTS SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.</p> <p>12. ALL FINISHES SHALL BE TO THE SATISFACTION OF THE ARCHITECT.</p> <p>13. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL CONSTRUCTION ACTIVITIES.</p> <p>14. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.</p> <p>15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL EXISTING UTILITIES AND LANDSCAPE.</p>	<p>GENERAL INFORMATION</p> <p>PROJECT NAME: COURTYARD MARRIOTT HOTEL</p> <p>PROJECT ADDRESS: 2146 OVERSEAS HIGHWAY, MARATHON, FLORIDA 33050</p> <p>OWNER: MARRIOTT INTERNATIONAL</p> <p>ARCHITECT: PRIME DESIGN ASSOCIATES</p> <p>DATE: 10/15/2010</p> <p>SCALE: AS SHOWN</p> <p>PROJECT NO: 101010101</p> <p>SHEET NO: 101010101</p>	<p>GENERAL INFORMATION</p> <p>PROJECT NAME: COURTYARD MARRIOTT HOTEL</p> <p>PROJECT ADDRESS: 2146 OVERSEAS HIGHWAY, MARATHON, FLORIDA 33050</p> <p>OWNER: MARRIOTT INTERNATIONAL</p> <p>ARCHITECT: PRIME DESIGN ASSOCIATES</p> <p>DATE: 10/15/2010</p> <p>SCALE: AS SHOWN</p> <p>PROJECT NO: 101010101</p> <p>SHEET NO: 101010101</p>	<p>GENERAL INFORMATION</p> <p>PROJECT NAME: COURTYARD MARRIOTT HOTEL</p> <p>PROJECT ADDRESS: 2146 OVERSEAS HIGHWAY, MARATHON, FLORIDA 33050</p> <p>OWNER: MARRIOTT INTERNATIONAL</p> <p>ARCHITECT: PRIME DESIGN ASSOCIATES</p> <p>DATE: 10/15/2010</p> <p>SCALE: AS SHOWN</p> <p>PROJECT NO: 101010101</p> <p>SHEET NO: 101010101</p>	<p>GENERAL INFORMATION</p> <p>PROJECT NAME: COURTYARD MARRIOTT HOTEL</p> <p>PROJECT ADDRESS: 2146 OVERSEAS HIGHWAY, MARATHON, FLORIDA 33050</p> <p>OWNER: MARRIOTT INTERNATIONAL</p> <p>ARCHITECT: PRIME DESIGN ASSOCIATES</p> <p>DATE: 10/15/2010</p> <p>SCALE: AS SHOWN</p> <p>PROJECT NO: 101010101</p> <p>SHEET NO: 101010101</p>	<p>GENERAL INFORMATION</p> <p>PROJECT NAME: COURTYARD MARRIOTT HOTEL</p> <p>PROJECT ADDRESS: 2146 OVERSEAS HIGHWAY, MARATHON, FLORIDA 33050</p> <p>OWNER: MARRIOTT INTERNATIONAL</p> <p>ARCHITECT: PRIME DESIGN ASSOCIATES</p> <p>DATE: 10/15/2010</p> <p>SCALE: AS SHOWN</p> <p>PROJECT NO: 101010101</p> <p>SHEET NO: 101010101</p>
<p>COURTYARD MARRIOTT HOTEL</p> <p>2146 Overseas Highway Marathon Florida 33050</p>					
<p>PRIME DESIGN ASSOCIATES</p> <p>414 S. W. 10th Street Fort Lauderdale, Florida 33304 Phone: (954) 576-1111 Fax: (954) 576-1112 www.prime-design.com</p>					
<p>Drawing Index Sheet</p> <p>A002</p>					



Number	Rooming Code Description	Area	Area Type	Notes
1	STATION ROOM	148 SF	Station Room	
2	RESTROOM	148 SF	Restroom	
3	TOILET	148 SF	Toilet	
4	TOILET	148 SF	Toilet	
5	TOILET	148 SF	Toilet	
6	TOILET	148 SF	Toilet	
7	TOILET	148 SF	Toilet	
8	TOILET	148 SF	Toilet	
9	TOILET	148 SF	Toilet	
10	TOILET	148 SF	Toilet	
11	TOILET	148 SF	Toilet	
12	TOILET	148 SF	Toilet	
13	TOILET	148 SF	Toilet	
14	TOILET	148 SF	Toilet	
15	TOILET	148 SF	Toilet	
16	TOILET	148 SF	Toilet	
17	TOILET	148 SF	Toilet	
18	TOILET	148 SF	Toilet	
19	TOILET	148 SF	Toilet	
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23	TOILET	148 SF	Toilet	
24	TOILET	148 SF	Toilet	
25	TOILET	148 SF	Toilet	
26	TOILET	148 SF	Toilet	
27	TOILET	148 SF	Toilet	
28	TOILET	148 SF	Toilet	
29	TOILET	148 SF	Toilet	
30	TOILET	148 SF	Toilet	

NOTES:

- SEE PLAN FOR DIMENSIONS AND NOTES.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE FLORIDA BUILDING CODE (FBC).
- ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
- THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- PROTECT ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
- CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.
- THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.
- ALL MATERIALS SHALL BE STORED PROPERLY ON-SITE.
- PROTECT ALL ADJACENT AREAS FROM DAMAGE DURING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL WASTE MATERIALS PROPERLY.
- ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.
- THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
- ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.
- THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.
- ALL MATERIALS SHALL BE STORED PROPERLY ON-SITE.
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- THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.



Site Plan

COURTYARD MARRIOTT HOTEL

2146 Overseas Highway
Marathon Florida 33050

PRELIMINARY NOT FOR CONSTRUCTION

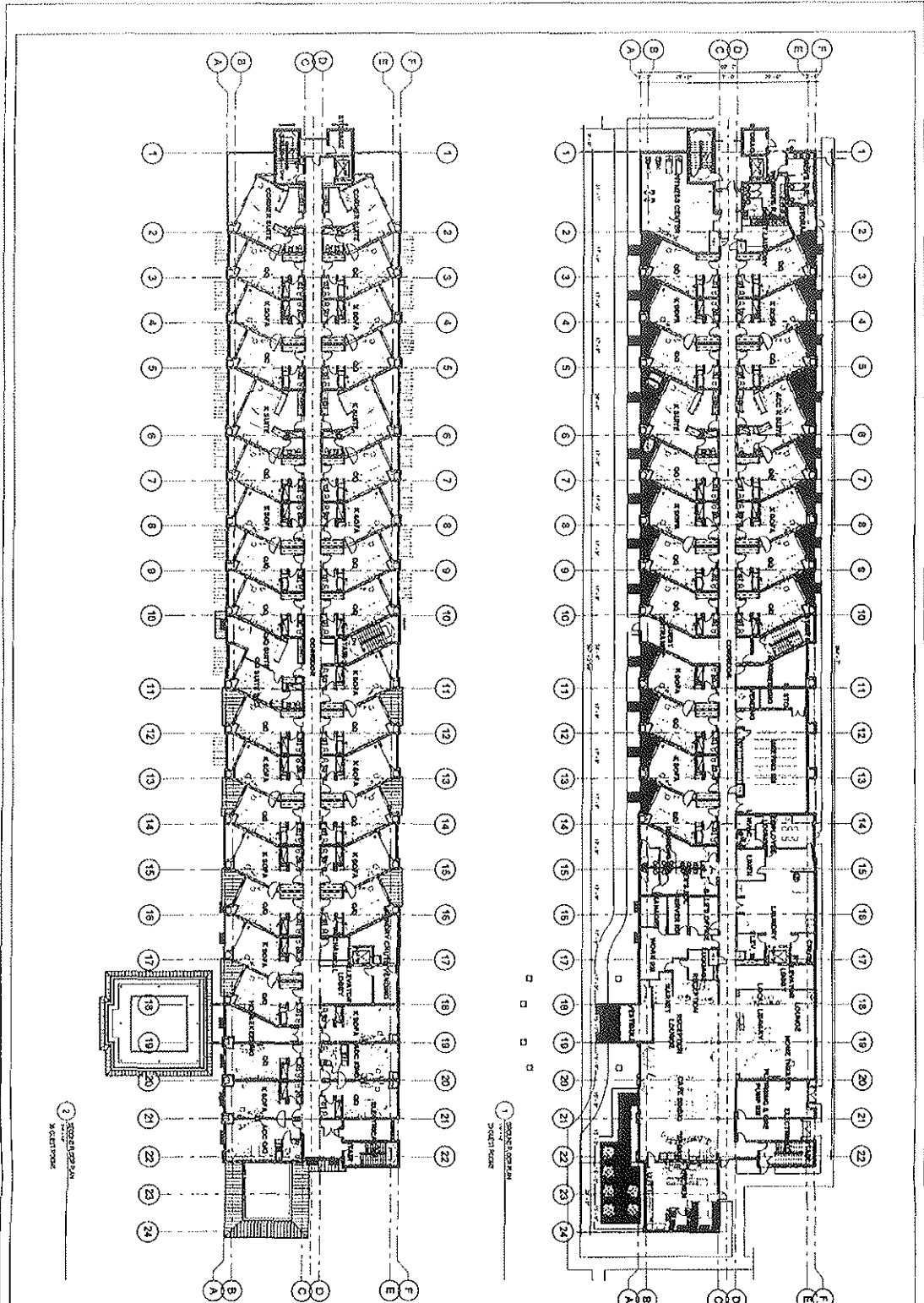
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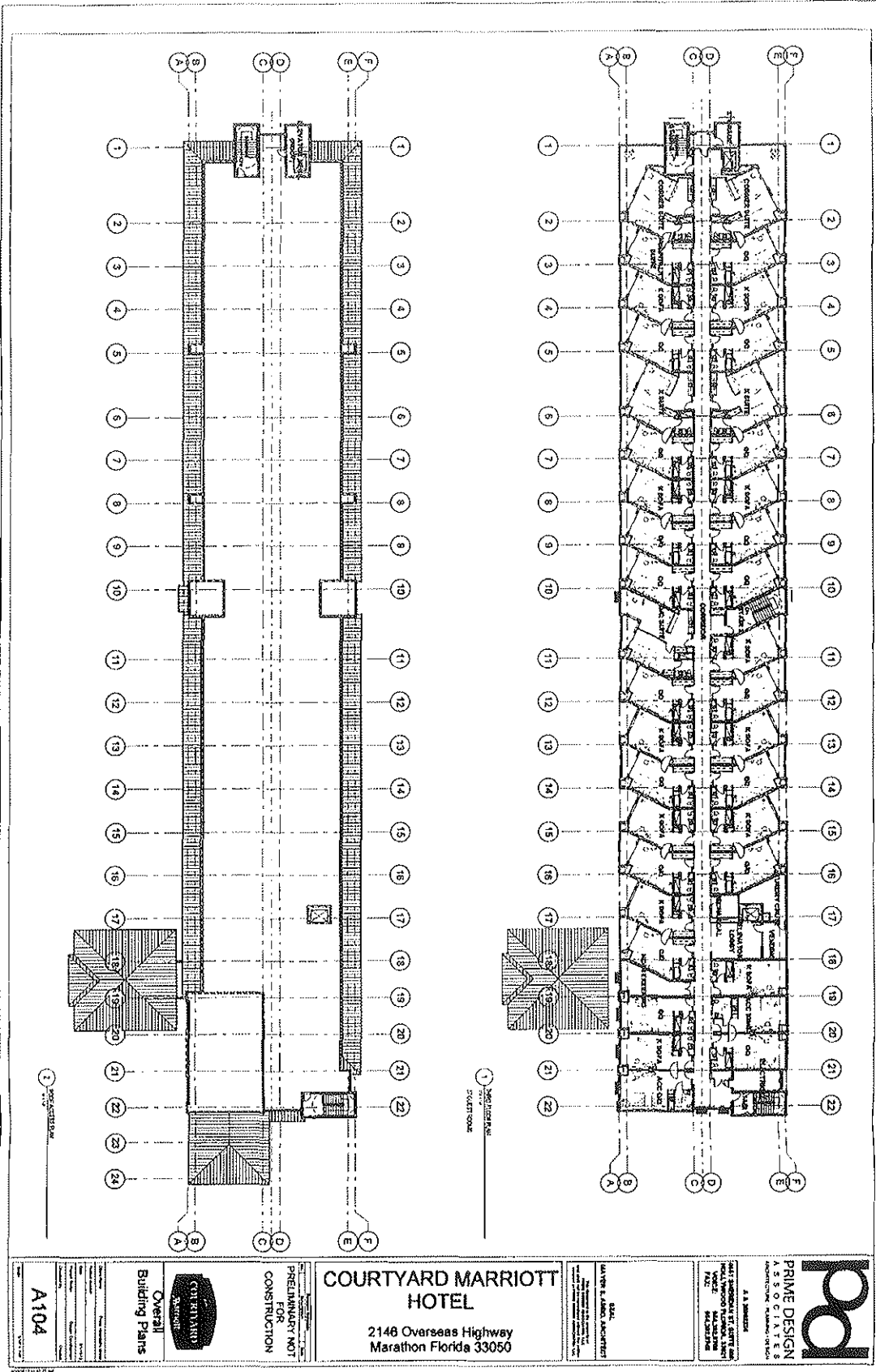
A.A. SMITH

1411 UNIVERSITY BLVD. SUITE 200
MARATHON FLORIDA 33050
TEL: 888-333-3333

A006



<p>A103</p>	<p>Overall Building Plans</p> 	<p>PRELIMINARY NOT FOR CONSTRUCTION</p>	<p>COURTYARD MARRIOTT HOTEL</p> <p>2146 Overseas Highway Marathon Florida 33050</p>	<p>PRIME DESIGN ASSOCIATES</p> <p>1.1.000000 REAL WOOD HARDWARE WOOD MILLING WOODWORK</p>	
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A104

Overall Building Plans

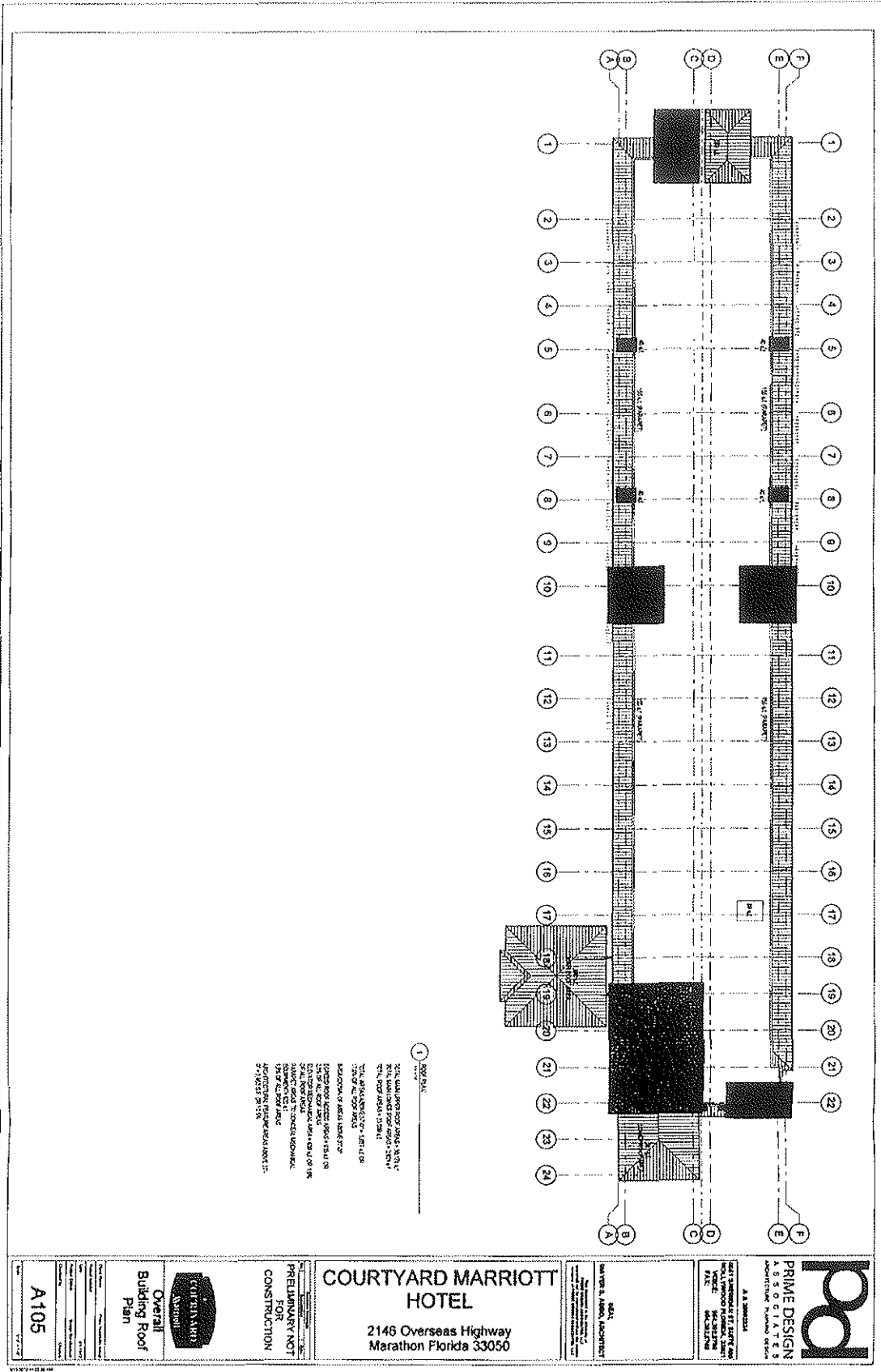


PRELIMINARY NOT FOR CONSTRUCTION

COURTYARD MARRIOTT HOTEL
 2146 Overseas Highway
 Marathon Florida 33050

DATE: 11/11/11
 DRAWN BY: J. A. WOODRUFF
 CHECKED BY: J. A. WOODRUFF

pd
 PRIME DESIGN ASSOCIATES
 314 W. WASHINGTON ST.
 SUITE 100
 MARATHON, FL 33050
 TEL: 888-333-3333
 FAX: 888-333-3333



PRIME DESIGN ASSOCIATES
 ARCHITECTURE PLANNING DESIGN

ALL SERVICES
 1111 EAST 17TH AVENUE
 SUITE 200
 DENVER, COLORADO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112

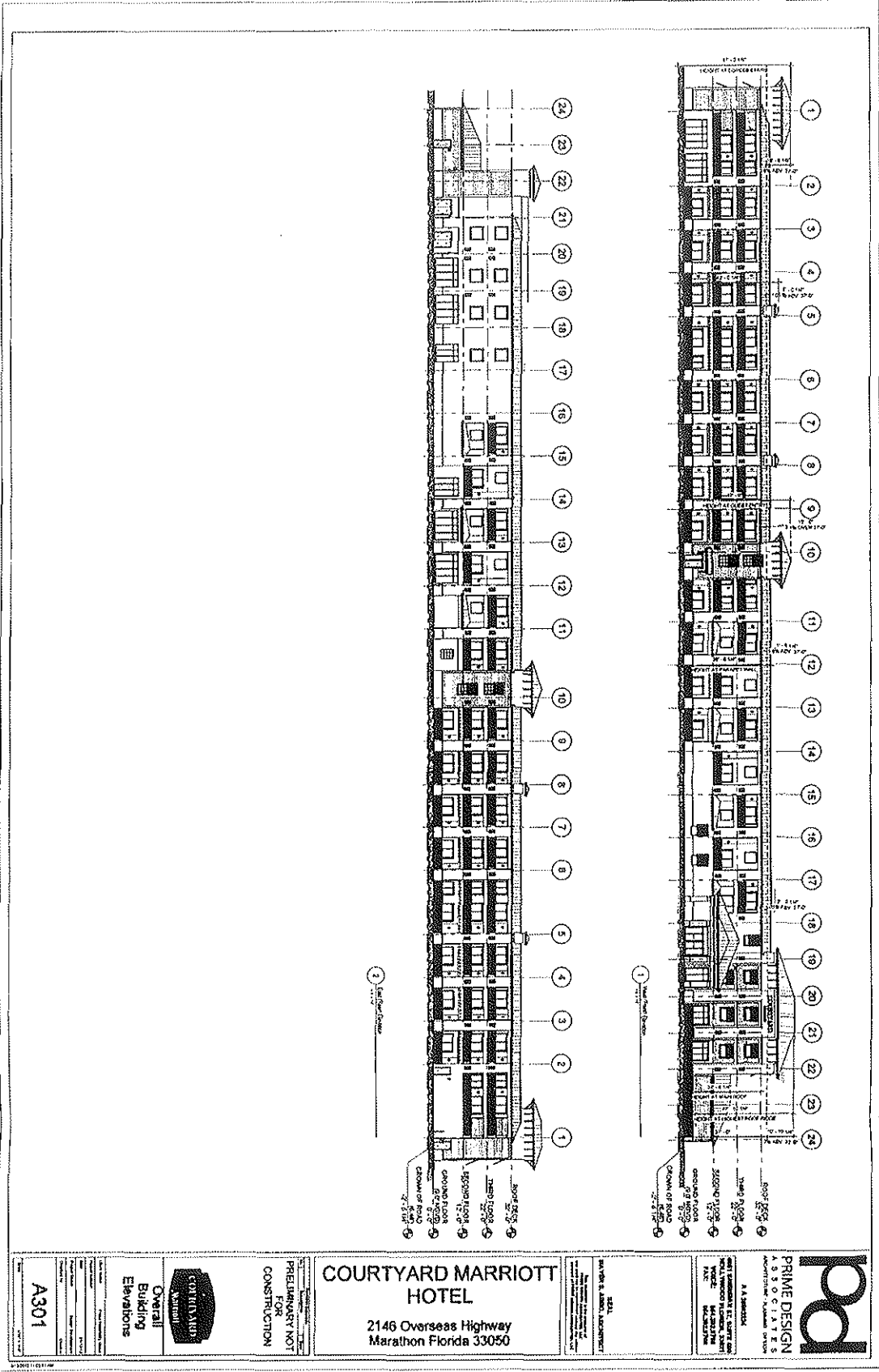
DEAL
 DANIEL J. ABRAMS, ARCHITECT
 1111 EAST 17TH AVENUE
 SUITE 200
 DENVER, COLORADO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112

COURTYARD MARRIOTT HOTEL
 2146 Overseas Highway
 Marathon Florida 33050

COURTYARD MARRIOTT
 PRELIMINARY FLOOR CONSTRUCTION

Overall Building Roof Plan

A105



PRIME DESIGN ASSOCIATES
 ARCHITECTS
 1100 W. WASHINGTON ST.
 SUITE 100
 MARATHON, FL 33050
 TEL: 888-888-8888
 FAX: 888-888-8888
 WWW.PRIMEDSIGN.COM

COURTYARD
 Marriott

Overall
 Building
 Elevations

COURTYARD MARRIOTT HOTEL

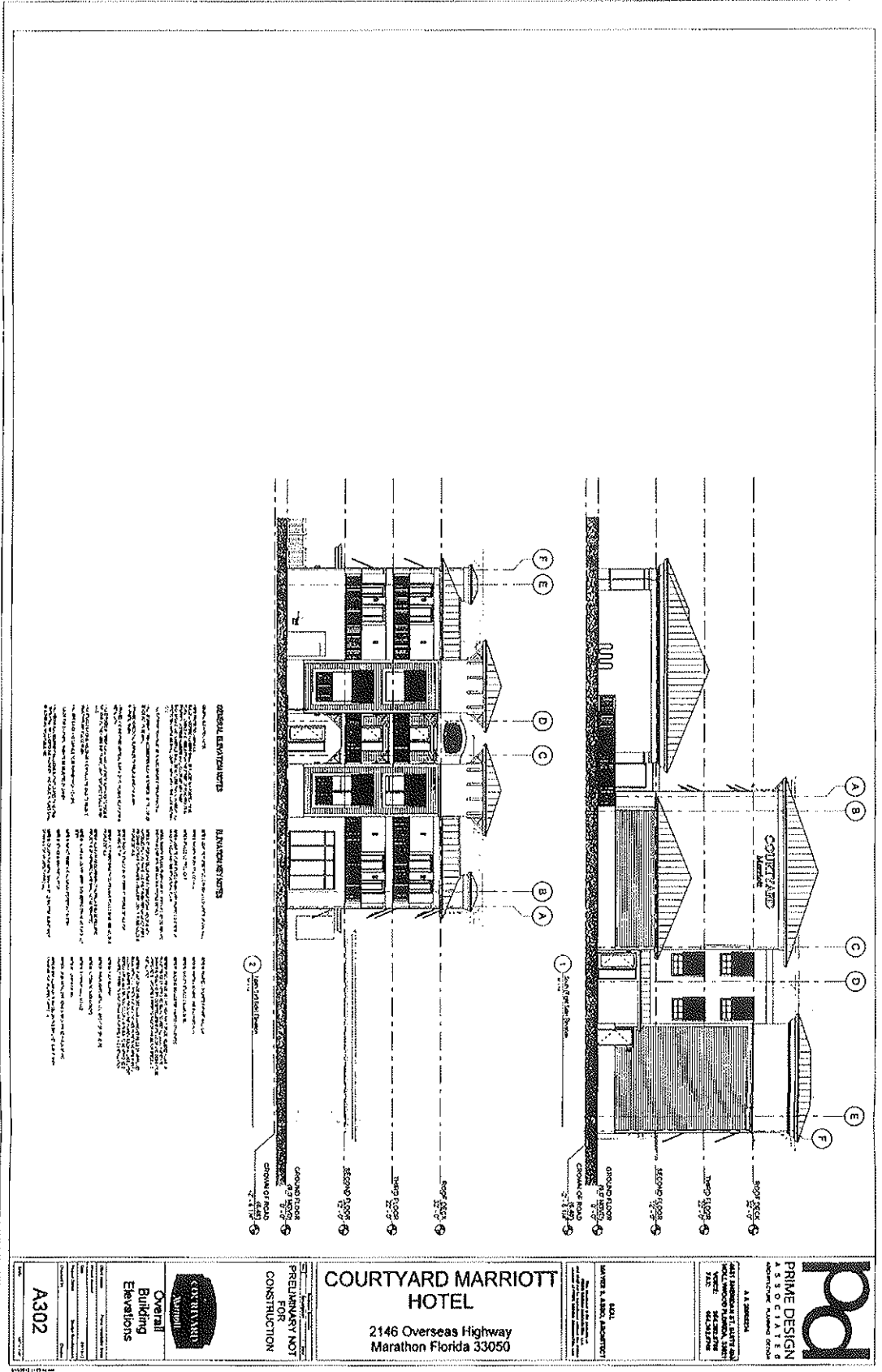
2146 Overseas Highway
 Marathon Florida 33050

PRELIMINARY NOT FOR CONSTRUCTION

pd

PRIME DESIGN ASSOCIATES

A301



GENERAL REMARKS:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

5. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION THROUGHOUT THE CONSTRUCTION PERIOD.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL ADJACENT PROPERTIES AND UTILITIES.

7. THE CONTRACTOR SHALL MAINTAIN THE SITE IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL ADJACENT PROPERTIES AND UTILITIES.

9. THE CONTRACTOR SHALL MAINTAIN THE SITE IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL ADJACENT PROPERTIES AND UTILITIES.

PRIME DESIGN
ARCHITECTS & INTERIORS
1000 S. MILITARY AVE.
SUITE 100
MARIETTA, GA 30060
404.477.1234
www.prime-design.com

COURTYARD
MARRIOTT
HOTEL

2146 Overseas Highway
Marathon Florida 33050

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Overall Building Elevations

A302