

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-09**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN ASSIGNMENT OF DEVELOPMENT AGREEMENT PURSUANT TO SECTION IV, W. OF THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MARATHON AND SEAWARD PROPERTIES LLC.; SAID ASSIGNMENT BEING MADE TO SEAWARD LANDINGS, LLC (RE NO 00101050-000000) AND SEAWARD POINTE, LLC (RE NO 00101050-000100); FOR PROPERTIES LOCATED AT 8700 OVERSEAS HIGHWAY, NEAREST MILE MARKER 52, WHICH IS LEGALLY DESCRIBED AS PART OF GOVT. LOT 4, KEY VACA, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBERS 00101050-000000, 00101050-000100.

WHEREAS, Seaward Properties, LLC. Was approved for a Conditional Use Permit and entered into a Development Agreement with the City of Marathon, Florida, a Florida municipal corporation pursuant to Resolutions 2016-123 and 2017-001; and

WHEREAS, the Development Agreement is recorded in Official Records Book 2850, page 1968, of the Public Records of Monroe County, Florida; and

WHEREAS, Section IV. Sub-section W. of the Development Agreement requires written consent of the City of Marathon for an assignment which will not be unreasonably withheld; and

WHEREAS, Seaward Properties LLC. has transferred ownership of the properties subject to the Development Agreement and assigns its rights, duties, and obligations under the Development Agreement by execution of this instrument to the current owners Seward Landings, LLC (RE No 00101050-000000) and Seaward Pointe LLC, both Florida limited liability companies,

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. Seaward Properties LLC. assigns all its rights and obligations under the aforesaid Development Agreement to Seward Landings, LLC (RE No 00101050-000000) and Seaward Pointe LLC, both Florida limited liability companies

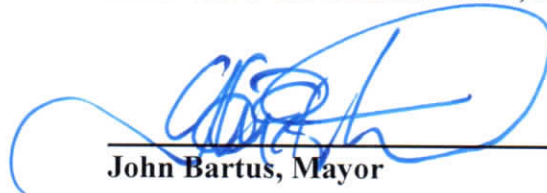
Section 3. Seward Landings, LLC (RE No 00101050-000000) and Seaward Pointe LLC, both Florida limited liability companies accept the assignment and agree to perform all rights, duties, and obligations of the Development Agreement.

Section 4. The City of Marathon consents to this assignment and approves signature of the document attached as "Exhibit A," "Assignment of Development Agreement."

Section 5. This Resolution shall take effect upon approval by the State Department of Economic Opportunity.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8TH DAY OF JANUARY, 2019.

THE CITY OF MARATHON, FLORIDA



John Bartus, Mayor

AYES: Zieg, Gonzalez, Senmartin, Bartus
NOES: Cook
ABSENT: None
ABSTAIN: None

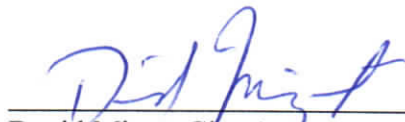
ATTEST:



Diane Clavier
City Clerk

(City Seal)

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



David Migut, City Attorney

Parcel I.D. Nos.
RE No. 00101050-000000
RE No. 00101050-000100
(Space Reserved for Recording)

ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS AGREEMENT entered in this 1st day of February, 2019, by and between **SEAWARD PROPERTIES LLC**, A Florida limited liability company, (hereafter, “**ASSIGNOR**”) and Seward Landings, LLC (RE No 00101050-000000) and Seaward Pointe LLC (RE No. 00101050-000100), both Florida limited liability companies, “**ASSIGNEES**”); with consent of the **CITY OF MARATHON**, a Florida municipal corporation.

WHEREAS, ASSIGNOR entered into a Development Agreement with the City of Marathon, Florida, a Florida municipal corporation; and

WHEREAS, the Development agreement was approved pursuant to Resolution 2017-001 and is recorded in Official Records Book 2850, Page 1968, of the Public Records of Monroe County, Florida; and

WHEREAS, Section IV., Sub-section W. of the Development Agreement requires written consent of the City of Marathon for an assignment which will not be unreasonably withheld; and

WHEREAS, ASSIGNOR has transferred title for properties identified by RE No. 00101050-000000 and 00101050-000100 which are subject to the Development Agreement and assigns its rights, duties, and obligations under the Development Agreement by execution of this instrument to the new owners Seward Landings, LLC (RE No 00101050-000000) and Seaward Pointe LLC. both Florida limited liability companies,

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

1. **ASSIGNOR** assigns all its rights and obligations under aforesaid Development Agreement to **ASSIGNEES**.
2. **ASSIGNEES** accept the assignment and agree to perform all rights, duties, and obligations of the Development Agreement.
3. City of Marathon consents to this assignment.

EXECUTED the date and year below written.

WITNESSES:

ASSIGNOR
Seaward Properties, LLC

Verlie M Davis
Witness No. 1 - Signature

[Signature]
By: Peter Rosasco, President

Printed Name: VERLIE M DAVIS

[Signature]
Witness No. 2 - Signature

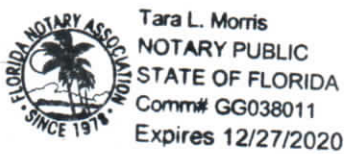
Printed Name: Tara L. Morris

STATE OF FLORIDA
COUNTY OF MONROE

The following instrument was acknowledged before me on this 1st day of Feb, 2019, by Peter Rosasco, as President, for Seaward Properties, LLC, a Florida limited liability company, who is personally know to me or who produced _____ as identification, and who did/did not take and oath.

[Signature]
Notary Public, State of Florida

My commission expires: 12/27/2020



WITNESSES:

ASSIGNEE
Seward Landings, LLC

Verlie M Davis

Witness No. 1 – Signature

Printed Name: VERLIE M DAVIS

Peter Rosasco

By: Peter Rosasco, President

Tara L. Morris

Witness No. 2 - Signature

Printed Name: Tara L. Morris

STATE OF FLORIDA
COUNTY OF MONROE

The following instrument was acknowledged before me on this 1st day of Feb, 2019, by Peter Rosasco, as President for Seaward Landings, LLC, a Florida limited liability company, who is personally know to me or who produced _____ as identification, and who did/did not take and oath.

Tara L. Morris

Notary Public, State of Florida

My commission expires: 12/27/2020



Tara L. Morris
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG038011
Expires 12/27/2020



Tara L. Morris
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG038011
Expires 12/27/2020

WITNESSES:

ASSIGNEE
Seward Pointe, LLC

Verlie M Davis

Witness No. 1 – Signature

Printed Name: VERLIE M DAVIS

[Signature]
By:

[Signature]

Witness No. 2 - Signature

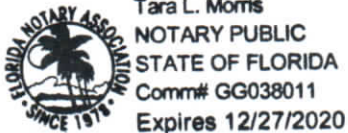
Printed Name: Tara L. Morris

STATE OF FLORIDA
COUNTY OF MONROE

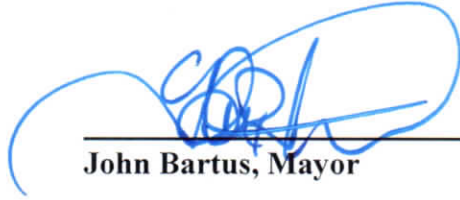
The following instrument was acknowledged before me on this 1st day of Feb, 2019, by Peter Rosasco, as President, for Seward Pointe, LLC, a Florida limited liability company, who is personally know to me or who produced _____ as identification, and who did/did not take and oath.

[Signature]

Notary Public, State of Florida
My commission expires:



THE CITY OF MARATHON, FLORIDA



John Bartus, Mayor

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:**



David Migut, City Attorney