

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-70**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AMENDING AN EXISTING DEVELOPMENT DOCUMENTED AND RECORDED IN CITY OF MARATHON RESOLUTION 2007-093 FOR KEYS RV MOBILE HOME CONDOMINIUM ASSOCIATION, INC., PURSUANT TO CHAPTER 102, ARTICLE 8 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (LDRS) ENTITLED "DEVELOPMENT AGREEMENT" IN ORDER TO AMEND THE DURATION OF THE AGREEMENT SET FORTH IN SECTION V. B. OF THE AGREEMENT; FOR PROPERTY WHICH IS LEGALLY DESCRIBED AS KEYS RV/MOBILE HOME CONDOMINIUM; LOCATED AT 6099 OVERSEAS HIGHWAY, HAVING REAL ESTATE NUMBER 0000338830-001150. NEAREST MILE MARKER 50.

WHEREAS, by Resolution 2007-093, the City Council of the City of Marathon, Florida (the "City") approved a Development Agreement (the "Agreement"), for Keys RV Mobile Home Condominium Association ("Association"), a copy of which is attached as Exhibit "A", and

WHEREAS, Section V.B. of the Agreement provides that the Agreement shall remain in effect for seven years from its effective date with an option to extend the Agreement for three (3) years in one (1) year increments; and

WHEREAS, the Association is requesting an amendment to said section to allow an option for three (3), three (3) year extensions and requests approval of the first extension with said amendment attached as Exhibit "B"; and

WHEREAS, the Planning Commission on June 16, 2014 recommended said amendment to the City Council.

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 Development Agreement is amended to allow for a three (3), three (3) year extension beginning June 26, 2014. The revised Development Agreement attached as Exhibit "B" shall be recorded by the Association immediately following this approval and provide evidence of same to the Planning Director.

Section 3. The first three year extension is hereby approved. Future requests for extension under the amended Agreement shall be approved by the Council

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8th DAY OF JULY, 2014.

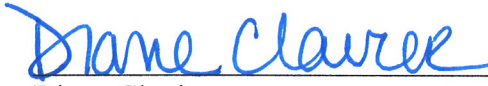
THE CITY OF MARATHON, FLORIDA



Dick Ramsay, Mayor

AYES: Bartus, Bull, Keating, Senmartin, Ramsay
NOES: None
ABSENT: None
ABSTAIN: None

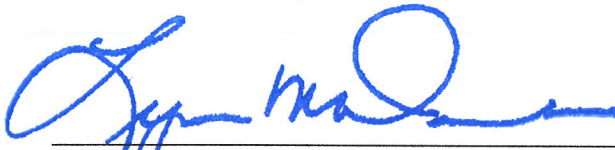
ATTEST:



Diane Clavier
City Clerk

(City Seal)

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



Lynn M. Dannheisser, City Attorney



Sponsored by: City Council

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-70**

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WHEREAS, Section V.B. of the Agreement provides that the Agreement shall remain in effect for seven years from its effective date with an option to extend the Agreement for three (3) years in one (1) year increments; and

WHEREAS, the Association is requesting an amendment to said section to allow an option for three (3), three (3) year extensions and requests approval of the first extension with said amendment attached as Exhibit "B"; and

WHEREAS, the Planning Commission on June 16, 2014 recommended said amendment to the City Council.

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 Development Agreement is amended to allow for a three (3), three (3) year extension beginning June 26, 2014. The revised Development Agreement attached as Exhibit "B" shall be recorded by the Association immediately following this approval and provide evidence of same to the Planning Director.

Section 3. The first three year extension is hereby approved. Future requests for extension under the amended Agreement shall be approved by the Council

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8th DAY OF JULY, 2014.

Doc# 1998041
Bk# 2703 Pg# 1122



THE CITY OF MARATHON, FLORIDA

Dick Ramsay
Dick Ramsay, Mayor

AYES: Bartus, Bull, Keating, Senmartin, Ramsay
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, FLORIDA ONLY:

Lynn W. Dannheisser
Lynn W. Dannheisser, City Attorney

EXHIBIT A

EXHIBIT A



Sponsored by: Puto

**CITY OF MARATHON, FLORIDA
RESOLUTION 2007-93**

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR KEYS RV MOBILE HOME CONDOMINIUM ASSOCIATION, INC, THE OWNERS OF THE PROPERTIES, WHO WISH TO ENTER INTO AN AGREEMENT WITH THE CITY OF MARATHON FOR THE PURPOSE OF REDEVELOPMENT OF THE PROPERTY LOCATED AT 6099 OVERSEAS HIGHWAY, BETWEEN MILE MARKERS 50 AND 51, AND IS LEGALLY DESCRIBED AS PARCEL A, TRACT 11 OF EDMONDS ACREAGE TRACTS, PB 2, PAGE 11 & PARCEL B, TRACT 11 OF EDMONDS ACREAGE TRACTS, GOVERNMENT LOT 1, SECTION 11, TOWNSHIP 66, RANGE 32 EAST, HAVING 200 REAL ESTATE NUMBERS, PROVIDING FOR CONDITIONS OF DEVELOPMENT, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Association represents the Membership of the Association for the development and negotiation of the provisions herein; and

WHEREAS, the Membership of the Association is the collective owner of real property in the corporate limits of the City of Marathon, Florida; and

WHEREAS, the Property contains many recreational vehicles which have been used as permanent residential structures for many years and that are nonconforming to required codes and are below the required Federal Emergency Management Agency (FEMA) base flood elevations; and

WHEREAS, the Association desires to upgrade and improve the property by bringing development on the Property into compliance with the City Code to the greatest extent practicable and resolving existing code violations through a cooperative framework; and

WHEREAS, at a meeting of the Membership of the Association held on March 9, 2007, the Membership voted to approve this Agreement; and

WHEREAS, the City desires the redevelopment of the Keys RV Park and seeks to encourage redevelopment by working in concert with the Membership of the Association to establish setbacks, Transferable Building Rights (TBR), and other redevelopment elements of the property; and

WHEREAS, it is recognized that the redevelopment of the Keys RV Park in Marathon will enhance the economy of Marathon for the benefit of its residents, improve the good appearance of the City, and encourage other redevelopment efforts for the economic growth, prosperity and welfare of the residents of the City of Marathon; and



WHEREAS, the desired improvements of the Property are consistent with the policy of the City to encourage redevelopment of substandard housing and mobile home parks in Marathon; and

WHEREAS, the City Council has held public hearings to accept and encourage public input with respect to this proposal and has considered such public input; and

WHEREAS, the Association has provided public notice of the parties intent to enter into this Agreement by advertisement published in a newspaper of general circulation and readership in Marathon, posting the Property subject to this Agreement, and mailed notice to the persons and entities shown on the most recent Monroe County Tax Roll to be the owners of property lying within 300 feet of the boundaries of the Property subject to this Agreement; and

WHEREAS, the Marathon Planning Commission held a public hearing on May 21, 2007, to consider this Agreement, and recommended approval of this Agreement; and

WHEREAS, the City Council of Marathon held a public hearing on June 12, 2007, to consider this Agreement; and

WHEREAS, the City Council has determined that this Agreement is in the public interest, is consistent with its policy to encourage the redevelopment of Trailer and RV parks in Marathon, and is consistent with the Comprehensive Plan and the LDR's, and will further the health, safety and welfare of the residents of Marathon; and

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

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

Section 2. The Development Agreement between the City and Keys RV Mobile Home Condominium Association, Inc, in substantially the form as the attached Exhibit "A," 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.

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

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



PASSED AND APPROVED by the City Council of the City of Marathon,
Florida, this 26th day of June, 2007.


THE CITY OF MARATHON, FLORIDA



Christopher M. Bull, Mayor

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

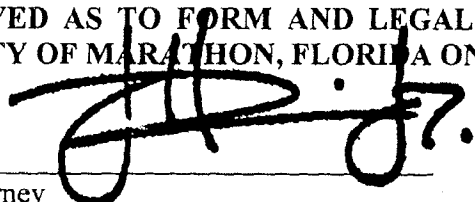
ATTEST:



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 I.D. Nos.:
Property's located at
6099 Overseas Hwy
Marathon, Florida

Doc# 1656824
Bk# 2313 Pg# 849

(Space reserved for recording)

DEVELOPMENT AGREEMENT FOR
Keys RV/Mobile Home Condominium Association, Inc.
MARATHON, FLORIDA

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the **CITY OF MARATHON**, a Florida municipal corporation (herein referred to as "City"), and **Keys RV/Mobile Home Condominium Association, Inc.** (herein referred to as "Association"), pursuant to Sections 9.5-101 and 9.5-102 of the Code of Ordinances for the City of Marathon, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2002), and is binding on the Effective Date set forth herein.

WITNESSETH:

WHEREAS, the Association represents the Membership of the Association for the development and negotiation of the provisions herein; and

WHEREAS, the Membership of the Association is the collective owner of real property in the corporate limits of the City of Marathon, Florida ("Marathon"), on the ocean side of U.S. Highway 1 at approximately mile marker 50.5 and comprising of two hundred and ten (210) parcels (the "Keys RV Park"). The Keys RV Park is more particularly described in Exhibit A (Improvement Location and Boundary Survey), attached hereto and incorporated herein by reference. The property is the southerly part of Government Lot 1 of KEY VACCAS and is zoned Residential Mobile Home (RMH) and designated Residential High (RH) on the Future Land Use Map ("FLUM"); and

WHEREAS, the Keys RV Park is a developed site that contains two hundred and ten (210) parcels consisting of twenty-three (23) parcels designated for use as "mobile home", one hundred twenty-four (124) lots designated "permanent" RV lots, and sixty-three (63) "recreational vehicle" or Transient use lots, including ten (10) common area lots known as 22W – designated as Permanent RV, 24W, 26W, 28W, 30W, 32W, 34W, 36W, 38W and 38aW to be used as transient RV spaces; sewer treatment plant; office, and maintenance buildings; and several outdoor recreation facilities including three (3) outdoor showers and a community room. These structures are as shown on the Survey submitted as Exhibit A; and

WHEREAS, the Property contains many recreational vehicles which have been used as permanent residential structures for many years and that are nonconforming to required codes and are below the required Federal Emergency Management Agency (FEMA) base flood elevations; and



WHEREAS, the Association desires to upgrade and improve the property by bringing development on the Property into compliance with the City Code to the greatest extent practicable and resolving existing code violations through a cooperative framework; and

WHEREAS, at a meeting of the Membership of the Association held on March 9, 2007, the Membership voted to approve this Agreement; and

WHEREAS, the City desires the redevelopment of the Keys RV Park and seeks to encourage redevelopment by working in concert with the Membership of the Association to establish setbacks, Transferable Building Rights (TBR), and other redevelopment elements of the property; and

WHEREAS, it is recognized that the redevelopment of the Keys RV Park in Marathon will enhance the economy of Marathon for the benefit of its residents, improve the good appearance of the City and enhance the City's ability to support needed improvements in infrastructure, and encourage other redevelopment efforts for the economic growth, prosperity and welfare of the residents of the City of Marathon; and

WHEREAS, the desired improvements of the Property are consistent with the policy of the City to encourage redevelopment of substandard housing and mobile home parks in Marathon; and

WHEREAS, Keys RV Park (KEYSRV) is a declared condominium in accordance with Chapter 718 of the Florida Statutes known as Keys RV/Mobile Home Condominium Association, Inc., f/k/a Keys RV/Mobile Home Park Home Owners' Association, Inc., a Florida not-for-profit corporation. The Declaration of Condominium is submitted herein as Exhibit "B"; and

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

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

WHEREAS, the Marathon Planning Commission held a public hearing on May 21, 2007, to consider this Agreement, and recommended approval of this Agreement with conditions, which conditions have been addressed herein; and

WHEREAS, the City Council of Marathon held a public hearing on June 12, 2007, to consider this Agreement; and

WHEREAS, the City Council has determined that this Agreement is in the public interest, is consistent with its policy to encourage the redevelopment of trailer and RV parks in Marathon, and is consistent with the Comprehensive Plan and the LDR's, and will further the health, safety and welfare of the residents of Marathon; and



WHEREAS, the City and the Association acknowledge that development of lots, docks, and buildings has occurred without required permits and in some cases inconsistent with applicable zoning for the Property; and

WHEREAS, the City and the Association agree to establish a "grandfather" date of February 18, 2006 to recognize all development existing on the Property as of such date. All development after this date will require after-the-fact permits or removal of the post-date development. All grandfathered development must meet health, safety, and welfare standards set forth in the City Code, and City staff will work with the property owners to establish a process and timetable to achieve such compliance.

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

I. RECITALS.

The foregoing Recitals are a part of this Agreement on which the parties have relied and are incorporated into this Agreement by reference.

II. PURPOSES OF AGREEMENT.

The purposes of this Agreement are as follows:

- A. To encourage redevelopment of the KeysRV Park consistent with the City's Comprehensive Plan and LDR's.
- B. To secure the ability to redevelop two-hundred and ten (210) parcels described as twenty-three (23) mobile homes and one hundred twenty-four (124) lots designated "permanent" RV units, and sixty-three (63) lots designated for use as "recreational vehicle" or Transient use consistent with the LDRs and the Comprehensive Plan, or reduce density by vacating a lot in accordance with the Code; and
- C. To protect and recognize "permanent" RV's within KEYSRV as existing workforce housing and to permit the continued use until such time as the Owner desires to redevelop, or sell any TBR's in accordance with the LDR's.
- D. To establish flexibility in developing setbacks and other development criteria to provide adequate design planning as specified in Section IV below.
- E. To resolve existing Code violations through redevelopment and allow repair to existing structures and previous construction so as to achieve compliance with the City Code to the greatest extent practicable.

III. DEFINITIONS.

For the purposes of this Agreement, the following terms shall have the following definitions. Terms not defined in this Agreement shall be as defined in the City Code, Chapter 163, Florida Statutes, or, if not defined in the Code or statute, shall be understood by their usual and customary meaning.



“Affordable housing” Dwelling units which contain less than or equal to one thousand eight hundred (1,800 SF) square feet of habitable space; meet all applicable requirements of the United States Department of Housing and Urban Development minimum property standards as to room sizes, fixtures, landscaping and building materials, when not in conflict with applicable laws of City; and are restricted in perpetuity or as allowed by law for a minimum fifty-year period to use by households that meet the requirements of at least one (1) of the following income categories: Very-low, low, median, moderate or middle. The requirements for these income categories are as provided in Chapter 104, Specific Use Regulations”.

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

“City Code” or “Code” shall refer to the Code of Ordinances of the City of Marathon.

“Comprehensive Plan” shall refer to Marathon’s Comprehensive Plan, as adopted by the City in 2004 and revised by remedial amendments adopted on March 8, 2005.

“Condominium Association or Association” means the condominium association created pursuant to Chapter 718, Florida Statutes, for the operation and management of the common elements of the Property submitted to condominium ownership and as defined in the Declaration of Condominium Establishing Keys RV/Mobile Home Condominium.

“Density or allocated density” the number of dwelling units or rooms allocated per gross acre of land by the Comprehensive Plan.

“Development” shall refer to the development of the Property for uses permitted by the Future Land Use Map in the Comprehensive Plan, subject to the conditions, obligations, restrictions and terms contained in this Agreement.

“Dwelling unit” A single unit providing complete and independent living facilities for one or more persons including permanent provisions for living, sleeping, cooking (meaning a food preparation area larger than a one bin wet bar, that was intended or designed to be used for cooking or the preparation of food and a range, oven or utility connections for such) and sanitation.

“Effective Date” shall refer to the date this Agreement becomes effective, as set forth herein.

“LDR’s” shall refer to the Land Development Regulations of the City of Marathon.

“Market Rate Dwelling” is the building right associated with a property determined to have a Rate of Growth allocation by either possessing a building permit and occupancy certificate issued by the City of Marathon or Monroe County, or an exemption by providing documentation that the dwelling unit is legally established as determined by the Marathon City Planning Department.

“Membership of the Association” means each owner or co-owner of a Parcel.



“Nonconforming Use” the lawful use of land for other than a use specifically permitted in the zoning district or the adopted land use designation in which the use is located. Nonconforming use includes the regulations that govern uses, density, intensity, structures, lots, and other situations that came into existence legally but that do not conform to one or more requirements of the LDRs. These are referred to in the LDRs as “nonconformities.”

“Property” shall refer to the Keys RV Park located in Marathon, which is the subject of this Agreement.

“Permanent RV” A recreational vehicle that, as of July 7, 2005, meets all of the following criteria:

- A. has been tied down or otherwise affixed to the property on which it is located.
- B. has permanent attachments such as carports, porches, screened rooms, or similar improvements.
- C. is continuously occupied for more than six months and being used as a permanent dwelling unit.
- D. is no longer capable of traveling on the public roadways of the state.
- E. no new additions shall be added to a Permanent RV.

“Recreational vehicle space” shall mean a parcel intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty-eight (28) days, but placement of a specific, individual recreational vehicle is permitted for occupancies or tenancies of up to six (6) months.

“State land planning agency” shall refer to the State of Florida Department of Community Affairs, or any successor State agency.

“Transferable Building Rights TBRs ” shall mean a transferable building right established by the City Land Development Regulations.

“Transient unit” shall mean a unit in a public lodging establishment as defined by section 509.013(4)(a), Florida Statutes intended for transient lodging only for periods not exceeding twenty-eight (28) days and which conforms to the definition contained in section 509.013(8), Florida Statutes as to transient occupancy.

IV. ADDITIONAL PROVISIONS

In furtherance of the objectives of this development agreement and consistent with the findings established by this Agreement, the City and the Association agree to the following that applies to the entirety of Keys RV Park as determined by the individual lot designation assigned by the City and agreed to by the Membership as recorded by Exhibit C, Lot Designations:

1. The City will allow the Membership of the Association to retain the parcel in its current condition with the exception of health, safety, and welfare issues as determined by the City that must be corrected within a transition period of six (6) months from the effective date of this Agreement; and



2. Owners of a Permanent RV shall be permitted to replace existing RV, deck, Florida Room or other aspects of the structure in accordance with the Marathon City Code to the greatest reasonable extent practicable and in full compliance with health, safety and welfare standards in the Code; and
3. The City will entertain and accept variance applications for redevelopment pursuant to the Marathon LDR's to property line and water setbacks to effectuate the objectives of this Agreement to include a reduction of the canal setback to five (5) feet or less pursuant to an approved engineered stormwater plan that accompanies the variance application, provided that the reduced canal setback provision of this Agreement is approved by the Florida Department of Community Affairs (DCA) and the Florida Department of Environmental Protection (DEP). The rear yard setback of three (3) feet or less on dry lots will be established to effectuate the redevelopment as provided for by this Agreement and as approved by the City Fire Marshall; and
4. Redevelopment of a Permanent RV on-site to a permanent dwelling unit will be considered a market rate dwelling unit. However, if a TBR is ever transferred off site it will be transferred as an affordable housing TBR and deed restricted at the receiver site; and
5. The Association, for common area use only, and individual lot owners will submit development plans at time of redevelopment including, but not limited to, survey, building plans, and site plan; and
6. The Association will be permitted to continue to use existing transient RV lots as Recreational Vehicle Spaces as defined in this Agreement; and
7. Membership of the Association is recognized to possess vested rights to redevelop in the following manner:
 - Either apply for transfer of building rights in accordance with the TBR Ordinance; the remaining lot can be sold without encumbrances and is eligible to apply for a ROGO allocation through the City's ROGO allocation process
 - Replace existing Permanent RV with another Permanent RV and comply with the City Building Code
 - Convert existing Permanent RV units into market rate dwelling units on-site
 - Construct a transient unit on existing RV use lots pursuant to the nonconforming use definition of this Agreement
 - Leave or sell "as is" as provided by this Agreement
8. Association agrees to fund the installation of a fire hydrant on U.S. Highway 1 at the entrance to the site by not later than a date agreed to by the Florida Keys Aqueduct Authority and the Association.

V. STATUTORY AND CODE REQUIREMENTS.

The parties recognize the binding effect of the Florida Local Government Development Agreement Act, Sections 163.3221, *et seq.*, Florida Statutes, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following:



A. Legal Description and Ownership.

Keys RV/Mobile Home Condominium Association, Inc. is the governing body of the Property, which is the subject to this Agreement. The Keys RV Park is described in Exhibit A hereto, Improvement Location and Boundary Survey.

B. Duration of Agreement.

It is the intention of the City and the Association to promote rational and timely development of the Property to maximize best land use management practices consistent with the landowner's rights and commitments described herein. This Agreement shall remain in effect for seven (7) years from its effective date as defined herein with the option to extend the Agreement for three (3) years in one (1) year increments.

C. Permitted Uses.

1. The development permitted on the Property shall consist of those uses set forth herein. The permitted uses on the Property are as follows:

- a. The Property. The Property shall consist of the two hundred and ten (210) parcels consisting of twenty-three (23) parcels designated for use as "mobile homes", one hundred twenty-four (124) lots designated "permanent" RV lots, and sixty-three (63) lots designated for use as "recreational vehicle" or Transient use lots, including ten (10) common area lots known as 22W – designated as Permanent RV, 24W, 26W, 30W, 32W, 34W, 36W, 28W, 38W and 38aW to be used as transient RV spaces. The balance of the Property shall be common elements, which shall be owned, operated and maintained by the condominium association, and limited common elements reserved for the exclusive use of certain units.

2. For the duration of this Agreement, the parties agree that any and all of the approved development shall adhere to, conform to, and be controlled by this Agreement, the exhibits attached hereto and incorporated by reference, the Marathon LDR's and the Comprehensive Plan governing the development of the subject property on the effective date of this Agreement. In the event that all or a portion of the existing or authorized development subject to this Agreement should be destroyed by storm, fire, or other common disaster, Association, its grantees, successors, or assigns shall have the absolute right to rebuild or repair the affected structure(s) and reinitiate the prior approved use so long as such development is in compliance with the City Code to the greatest extent practical and provided that such development shall be in compliance with health, safety and welfare standards in the Code.

3. The following documents are attached hereto and incorporated by reference, showing the Property boundary and existing and proposed uses:

- a. Exhibit A: Improvement Location and Boundary Survey
- b. Exhibit B: Declaration of Condominium Establishing Keys RV/Mobile Home Condominium
- c. Exhibit C: Lot Designations



4. Maximum building height shall be thirty-seven (37) feet, as provided in Future Land Use Element Policy 1-3.2.5. In the City's new Comprehensive Plan.

D. Public Facilities

1. The Florida Keys Aqueduct Authority provides domestic potable water.
2. Electric service is provided by the Florida Keys Electric Co-Op.
3. Solid waste service is provided by Marathon Garbage Service.

4. Educational Facilities. The transient, residential and commercial development of the Property, as contemplated by this Agreement, does not impact upon educational facilities. The Property is currently served by the following schools operated by the Monroe County School Board: Marathon High School, Marathon Middle School and Stanley Switlik Elementary School.

5. Recreational Facilities. The Property includes recreational facilities for owners, visitors and guests of the Property and is being redeveloped at the same density as existed on the site prior to the redevelopment. Therefore, redevelopment of the Property will have no impact on public recreation facilities.

6. Any increased impacts on public facilities or public services attributable to the Membership of the Association, and the cost of capital improvements to meet the associated demand on such facilities or services, shall be assured by payment to the City, concurrent with the issuance of the building permits for each unit, of any Marathon impact fees required by Ordinance then in effect, as well as by payment by the Association of any applicable utility system development fees. In addition, the Association agrees to be subject to any impact fee ordinance adopted by the City within twenty-four (24) months after the Effective Date of this Agreement if such ordinance applies equally and uniformly to all redevelopment in Marathon.

7. Wastewater and sewage collection and disposal on the Property shall be provided by the City upon availability of services scheduled for, but not committed to 2010. Options for enhancing the existing on-site sewage treatment facility for use by the City can be explored and presented to the City.

8. Stormwater management will be provided by the Association at the time of wastewater infrastructure pursuant to Item E.7 above. The Property shall comply with the stormwater management criteria in the City Code, and shall meet all applicable federal, state, and regional stormwater management requirements.

9. Fire, Emergency Services and Police will be provided by the City of Marathon.

F. Finding of Consistency.

By entering into this Agreement, the City finds that the development permitted or proposed herein is consistent with and furthers the Comprehensive Plan (as defined herein), applicable LDR's and the Principles for Guiding Development set forth at Section 380.0552(7), Florida Statutes.



G. Reservations or Dedications of Land for Public Purposes.

The parties anticipate that Association may reserve or dedicate land for public purposes in connection with the development authorized by this Agreement, but is currently unaware of the specifics of such reservation(s) or dedication(s). Reservations and dedications for public purposes in connection with this Agreement will be as required by the City's Comprehensive Plan and City Code. Such reservations or dedications may include, by way of example, easements necessary for the provision of storm water, utility, and wastewater services to the Property.

H. Mutual Cooperation.

City and Association agree to cooperate fully with and assist each other in the performance of the provisions of this Agreement.

I. Development to Comply with Permits and City Comprehensive Plan and Code Provisions.

The development described in and authorized by this Agreement shall be developed in accordance with all required permits, and in accordance with all applicable provisions of the City's Comprehensive Plan and City Code in effect on the date of execution of this Agreement. No certificate of occupancy for an individual building shall be issued until all plans for that building are approved by the City and Association has complied with all conditions in permits issued by the City and other regulatory entities for that building.

J. Compliance With Permits, Terms, Conditions, and Restrictions Not Identified Herein.

The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Association of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

K. Laws Governing.

a. For the duration of this Agreement, all approved development of the Property shall comply with and be controlled by this Agreement and provisions of the City's Comprehensive Plan (as defined herein) and City Code in effect on the date of execution of this Agreement, inclusive of text changes and rezoning approved by the City Council on the date of the City's approval of this Agreement, if any. The parties do not anticipate that the City will apply subsequently adopted laws and policies to the Property, except as expressly provided in this Agreement. The entitlements and restrictions herein will extend through perpetuity, or otherwise abandoned as agreed by all parties.

b. Pursuant to Section 163.3233, Florida Statutes, the City may apply subsequently adopted laws and policies to the Property only if the City holds a public hearing and determines that:

i. The new laws and policies are not in conflict with the laws and policies governing the Agreement and do not prevent development of the land uses, intensities, or densities set forth in this Agreement;



ii. The new laws and policies are essential to the public health, safety, or welfare, and the City expressly states that they shall apply to the development that is subject to this Agreement;

iii. The City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

iv. The Agreement is based on substantially inaccurate information supplied by the Association.

However, nothing in this Agreement shall prohibit the parties from mutually agreeing to apply subsequently adopted laws to the Property.

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

L. Amendment, Renewal, and Termination.

This Agreement may be amended, renewed, or terminated as follows:

a. As provided in Section 163.3237, Florida Statutes, this Agreement may be amended by mutual consent of the parties to this Agreement or by their successors in interest. Amendment under this provision shall be accomplished by an instrument in writing signed by the parties or their successors.

b. As provided in Section 163.3229, Florida Statutes, this Agreement may be renewed by the mutual consent of the parties, subject to the public hearing requirements in Section 163.3225, Florida Statutes and applicable LDR. The City shall conduct at least two (2) public hearings, one of which may be held by the local planning agency at the option of the City. Notice of intent to consider renewal of the Agreement shall be advertised approximately seven (7) days before each public hearing in a newspaper of general circulation and readership in Marathon, and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notice shall specify the location of the land subject to the Agreement, the development uses on the Property, the population densities, and the building intensities and height and shall specify a place where a copy of the Agreement can be obtained.

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

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

e. This Agreement may be terminated by mutual consent of the parties.

M. Breach of Agreement and Cure Provisions.



a. If the City concludes that there has been a material breach in this Agreement by Association, prior to revoking this Agreement, the City shall serve written notice on Association identifying the term or condition the City contends has been materially breached and providing Association with ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to this Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of Association, shall be considered a material breach of this Agreement: (1) failure to comply with the provisions of this Agreement; and (2) failure to comply with terms and conditions of permits issued by the City or other regulatory entity for the development authorized by this Agreement.

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

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

d. If either party waives a material breach in this Agreement, such a waiver shall not be deemed a waiver of any subsequent breach.

[REST OF PAGE INTENTIONALLY LEFT BLANK]



N. Notices.

All notices, demands, requests, or replies provided for or permitted by this Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by anyone of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service 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 ASSOCIATION:

Keys RV/Mobile Home Condominium Association
Attn: Board of Directors, Mr. Douglas Hurtubise
Marathon, Florida 33050
Telephone: (305) 743-5164

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

Tom Wright, Esq.
P.O. BOX 500309
Marathon, Florida 33050
Telephone: (305) 743-8118

TO THE CITY:

Mike Puto, City Manager City of Marathon
10045-65 Overseas Highway Marathon, Florida 33050
Telephone: (305) 743-0033

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

Jimmy Morales, Esq.
City Attorney
Stearns, Weaver, Miller, Weissler Alhadeff & Sitterson, P .A.
150 West Flagler Street, Suite 2200 Miami, Florida 33133
Telephone: (305) 789-3427

O. Annual Report.

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



P. Enforcement.

In accordance with Section 163.3243, Florida Statutes, any party to this Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes, or the State Land Planning Agency may file an action for injunctive relief in the circuit court of Monroe County, Florida, to enforce the terms of this Agreement or to challenge the compliance of this Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes.

Q. Binding Effect.

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

R. Drafting of Agreement.

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

S. Severability.

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

T. Applicable Law.

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

U. Litigation/Attorney's Fees; Venue; Waiver of Right to Jury Trial.

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

V. Use of Singular and Plural.

Where the context requires, the singular includes the plural, and the plural includes the singular.



W. Duplicate Originals; Counterparts.

This Agreement may be executed in any number of originals and in counterparts, all of which evidence on agreement. Only one original is required to be produced for any purpose.

X. Headings.

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

Y. Entirety of Agreement.

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

Z. Recording; Effective Date.

Association shall record this Agreement in the public records of Monroe County, Florida, within fourteen (14) days after the date of this Agreement. A copy of the recorded Agreement showing the date, page and book where recorded shall be submitted to the State Land Planning Agency by hand delivery, registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within fourteen (14) days after the Agreement is recorded. Association shall also provide a copy of the recorded Agreement to the City within the same time period. This Agreement shall become effective thirty (30) days after the date it is recorded in the public records of Monroe County, Florida, and received by the State Land Planning Agency.

AA. Date of Agreement.

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



Doc# 1656824
BK# 2313 Pg# 863

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below written. Signed, sealed, and delivered in the presence of:

WITNESSES:

ASSOCIATION:

Keys RV/Mobile Home Condominium Association.

Thomas D. Wright
Signature
Thomas D. Wright
Name of Witness (printed or typed)

By: Douglas J. Hurtubise
Douglas J. Hurtubise, President

Susan L. Richards
Signature
Susan L. Richards
Name of Witness (printed or typed)

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing Agreement was acknowledged before me on this 31st day of July, 2007, by Douglas J. Hurtubise and the respective witnesses, and he is, either personally known to me or produced Florida drivers licenses as identification.

(SEAL)

Susan L. Richards
Notary Public
Susan L. Richards
Name (typed, printed or stamped)



My commission expires:

On the 26 day of June, 2007, The City Council of the City of Marathon approved this Agreement by Resolution No. 2007-93.

ATTEST:

CITY OF MARATHON

Diane Clavier
Diane Clavier, City Clerk

By: Christopher M. Bull
Christopher M. Bull, MAYOR

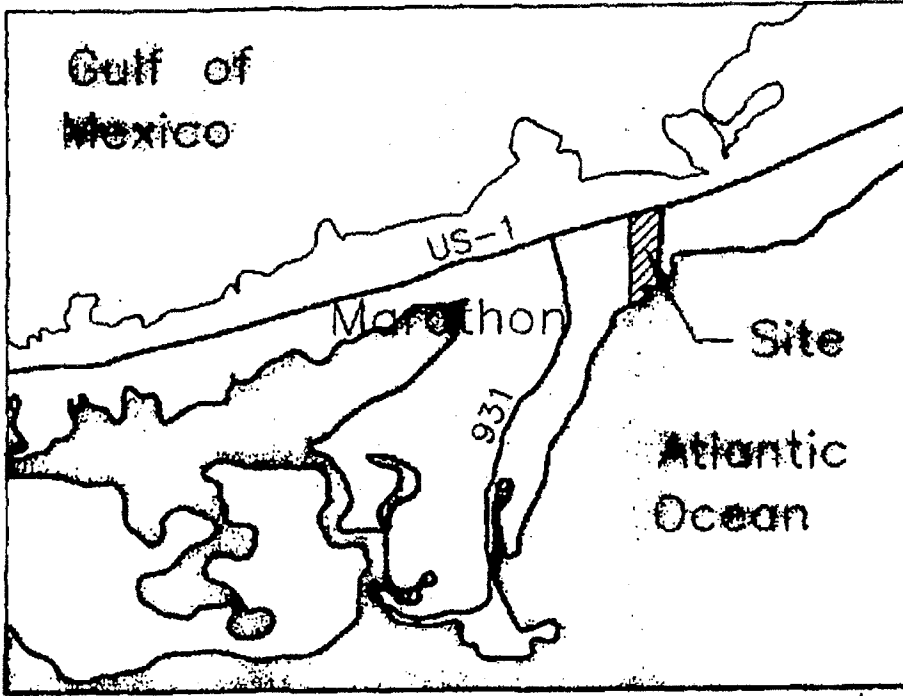
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jimmy Morales
Jimmy Morales, City Attorney



Doc* 1466237
 BM 2031 Ppli 53

Doc# 1656824
 Bk# 2313 Pg# 864



LOCATION MAP

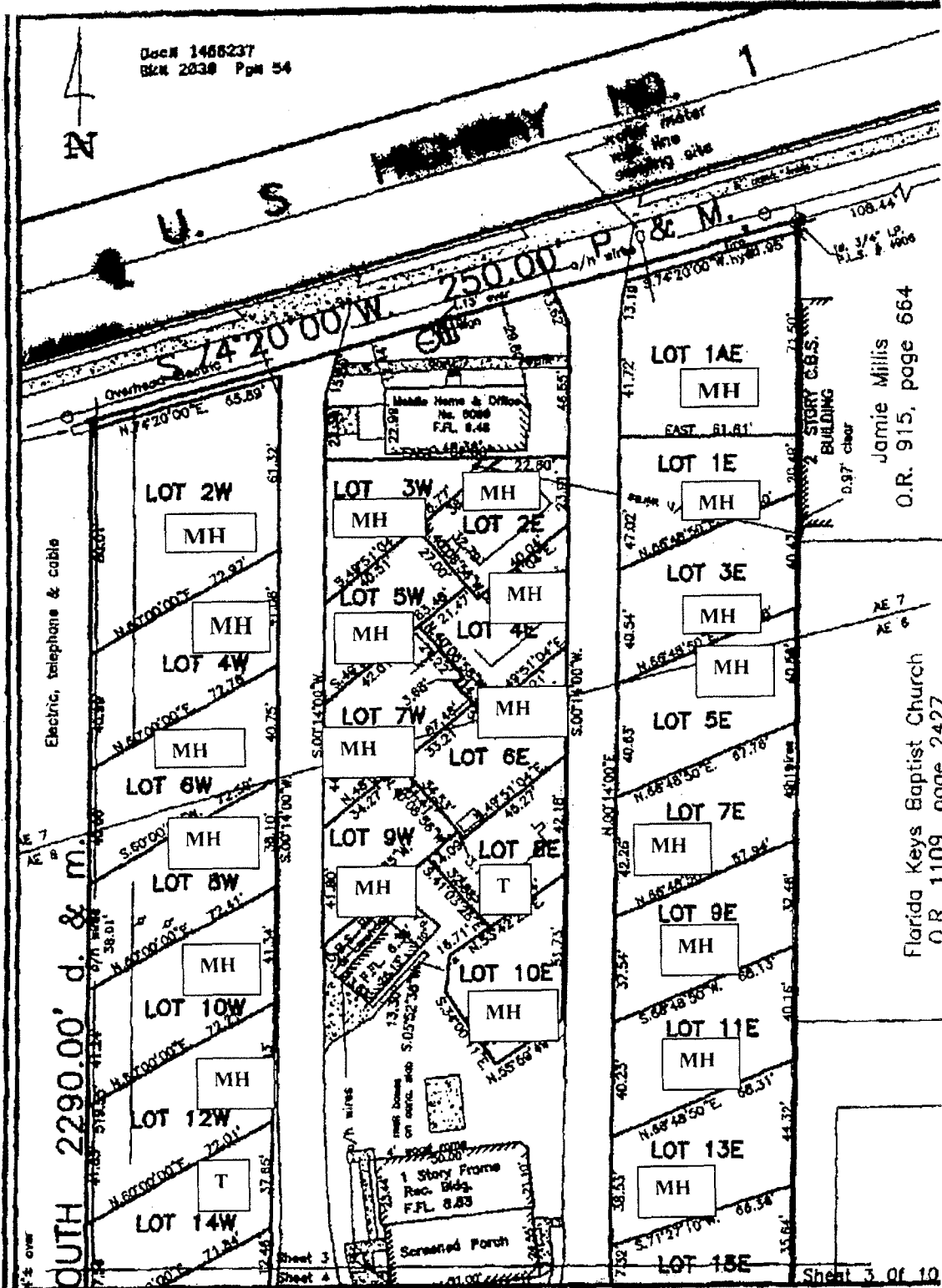


Sheet 2 Of 10

Keys R.V. / Mobile Home			
so ⁵ V Overseas Highway, Marathon, F-1.33050			
Condominium Survey		OWN No.	04-349
Scale: 1"=40'	Ref. 177-67	Flood panel No.	1579H
Date: 6/10/04		Flood Zone	AE-VE
		Own. F.H.H.	
		Flood Elev.	7-13
REVISIONS AND/OR ADDITIONS			
7/7/04: Revised			
7/1/04			
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FREDERICK H. HILDEBRANDI"
 SNOWS* PLANNER SURVEYOR

3152 Northarcia Olive
 Suits 201
 Marathon, FL 33040
 (305) 223-0464
 Fax: (305) 293-0237



Jarmie Millis
O.R. 915, page 664

Florida Keys Baptist Church
O R 1109 page 2477



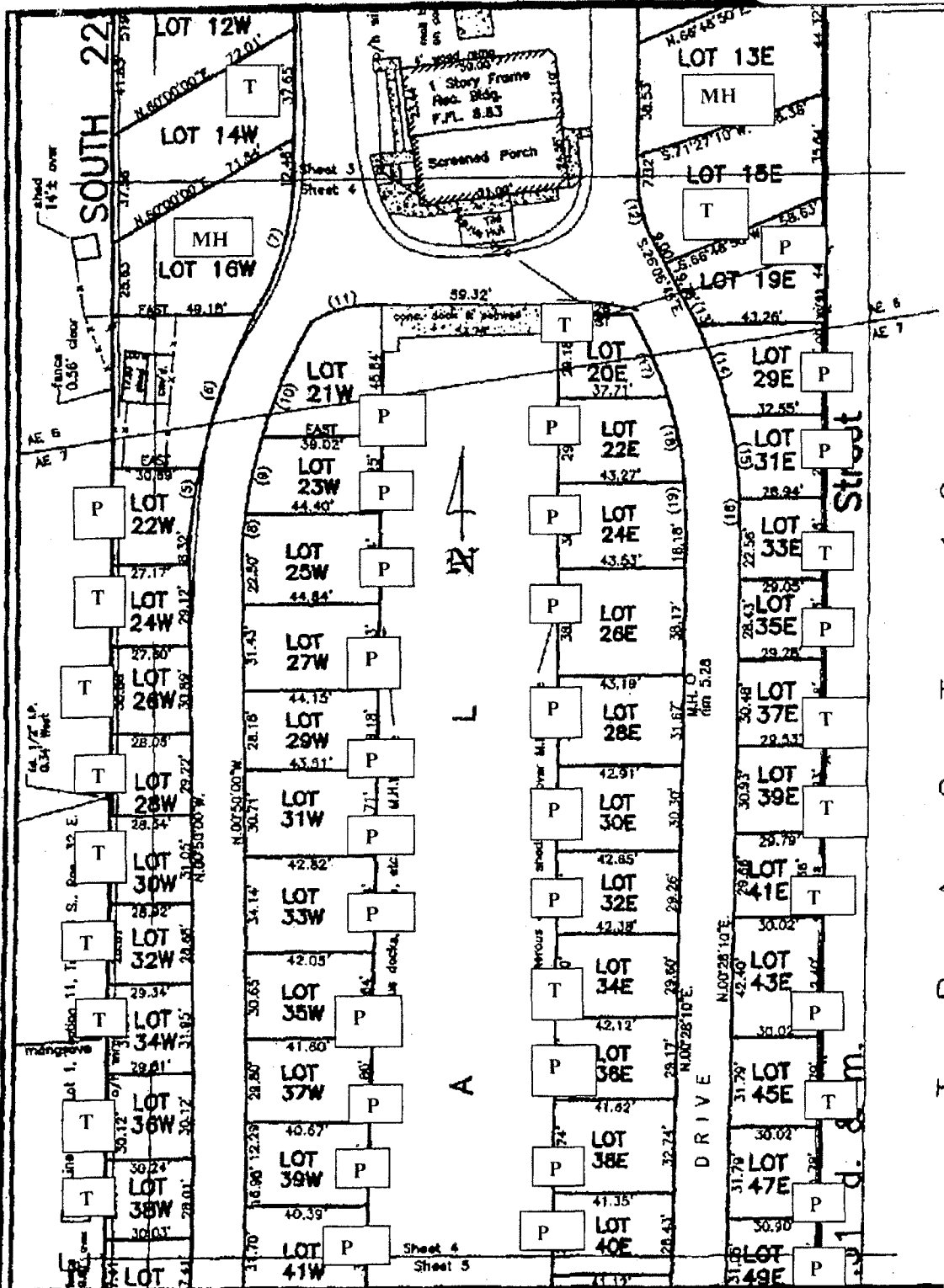
Keys R.V. / Mobile Home 6099 Overseas Highway, Marathon, FL 33050			
Condominium Survey		Own No.: 04-349	
Scale: 1"=40'	Ref: 177-67	Flood panel No. 1575H	Own. By: F.H.H.
Date: 6/10/04		Flood Zone: AE-VE	Flood Elev. 7-11'
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
8/11/04: Revised			
8/26/04: Revised			
s/dwg/marathon/keysrv			

FREDERICK H. HILDEBRANDT
EMMEN RAMER SURVEYOR

3152 licatusids Drive
Suite 201
Key West, FL
Tel) 293-046 (305) 2938



Doc# 1656824
BKH 2313 Pgh 866

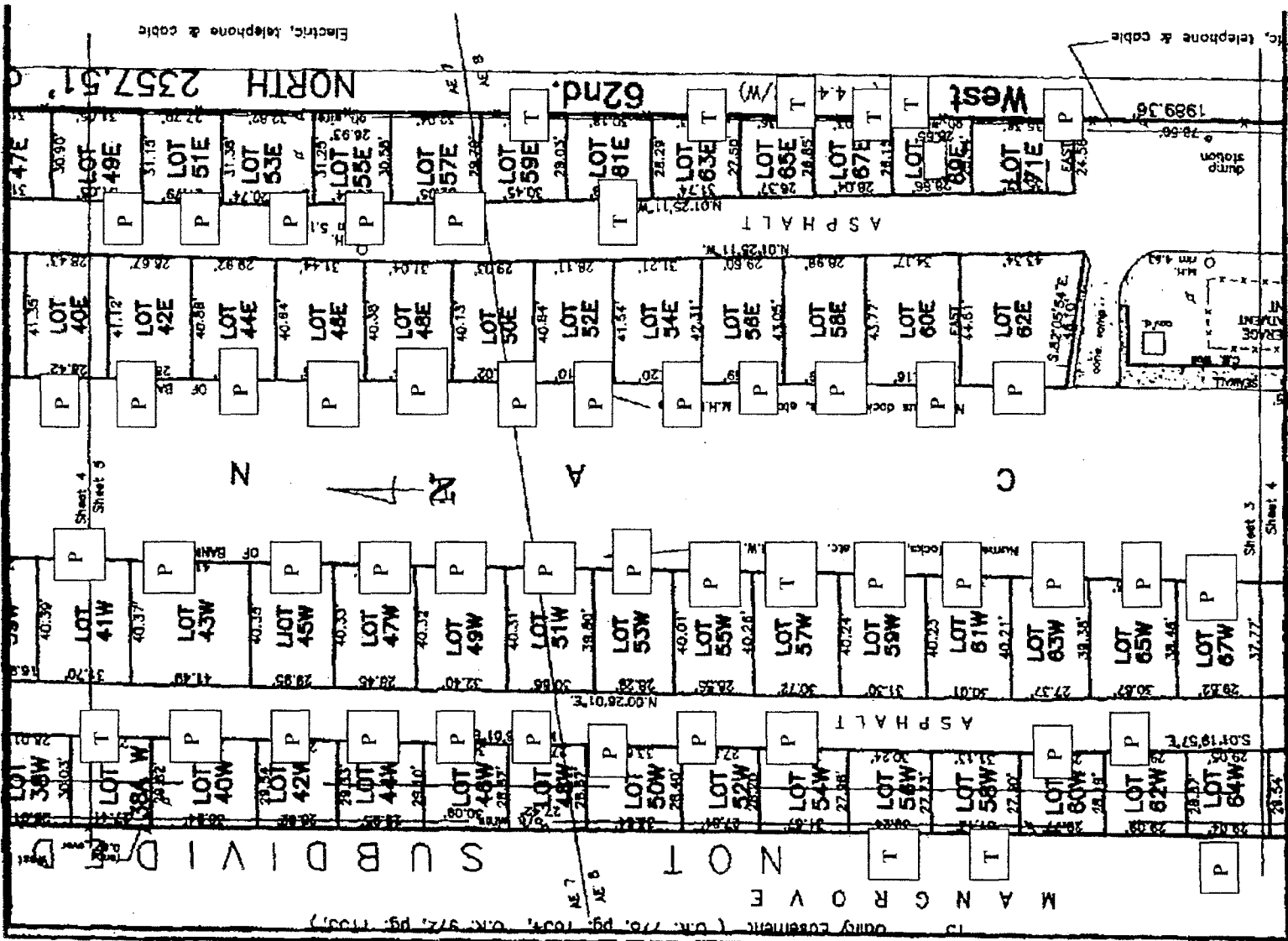


Keys R.V. / Mobile Home			
6099 Overseas Highway, Marathon, FL 33050			
Condominium Survey		Dwn. No.: 04-349	
Scale: 1"=40'	Ref. 177-67	Flood panel No. 1579H	Dwn. By: F.H.M.
Date: 6/10/04		Flood Zone: AE-VE	Flood Elev. 7-13'
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
8/11/04: Revised			
8/28/04: Revised			
c/dwg/marathon/keysrv			

FREDERICK H. HILDEBRANDT
ENNINIER KANNER MINIM

3152 Northside Drive
Suite 201
Key West, Ft 13040
(305) 293-0466
roc. (305) 293-0237

Doe* 14511137
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Sheet 5 of 10

Keys R.V. / Mobile Home
 6099 Overseas Highway Marathon Fl. 33050

CONDOMINIUM SURVEY
 UWT NO. 04-349

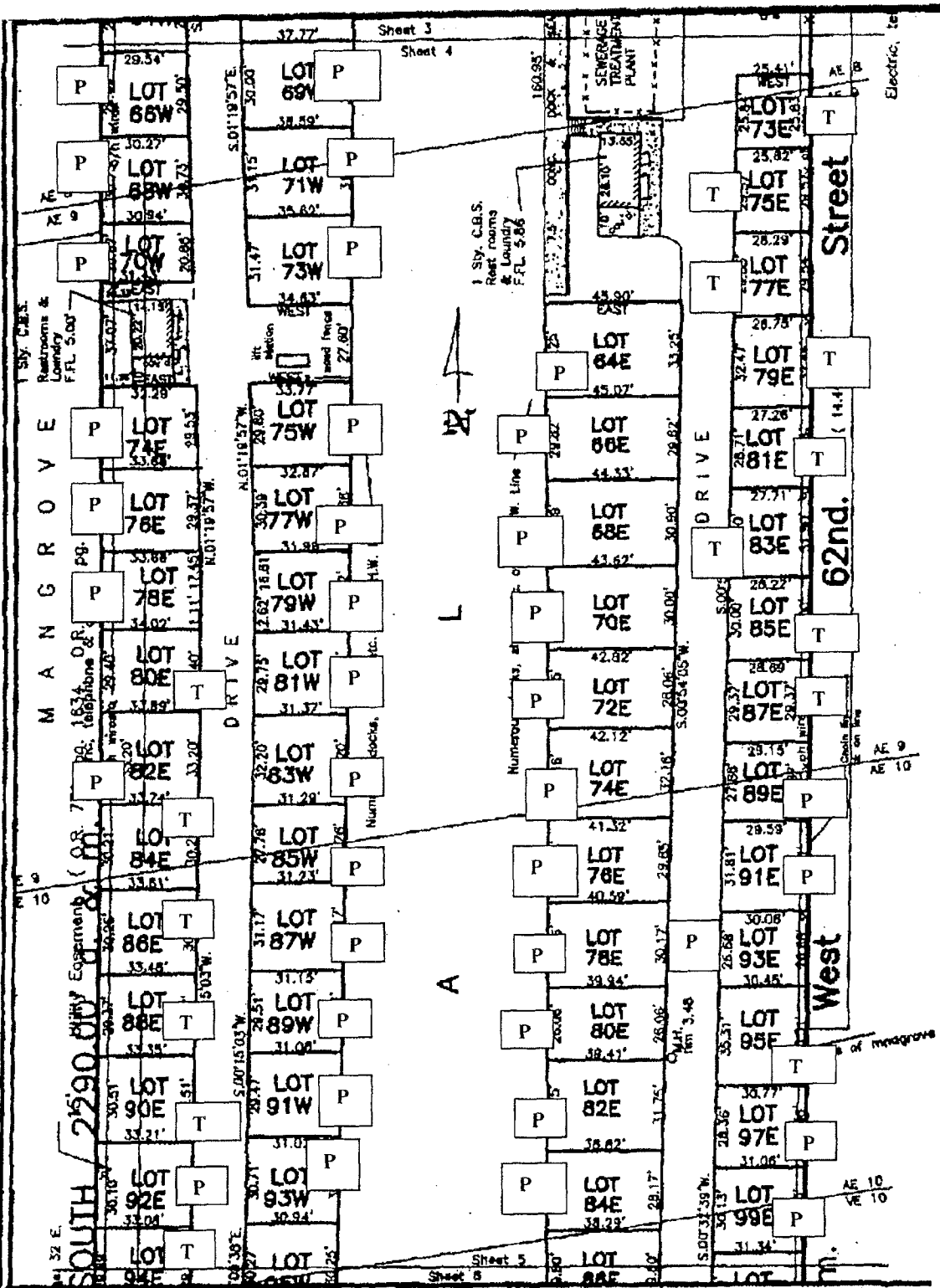
Scale: 1" = 40'
 Date: 5/10/04
 Rev. 177-67
 Flood Zone AE-VE

REVISIONS AND/OR ADDITIONS
 7/30/04: Revised
 8/11/04: Revised
 8/25/04: Revised
 c/dwo/marathon/kay

FREDERICK H. HILDEBRANDT
 MIRE - PLANNER SURVEYOR

3152 Northpine Drive
 Suite 301
 Ft. Myers, FL 33904
 Phone: 941-983-046

Fax: (305) 293-0237
 Doc# 1400237
 13KM 2038 P.O. SO



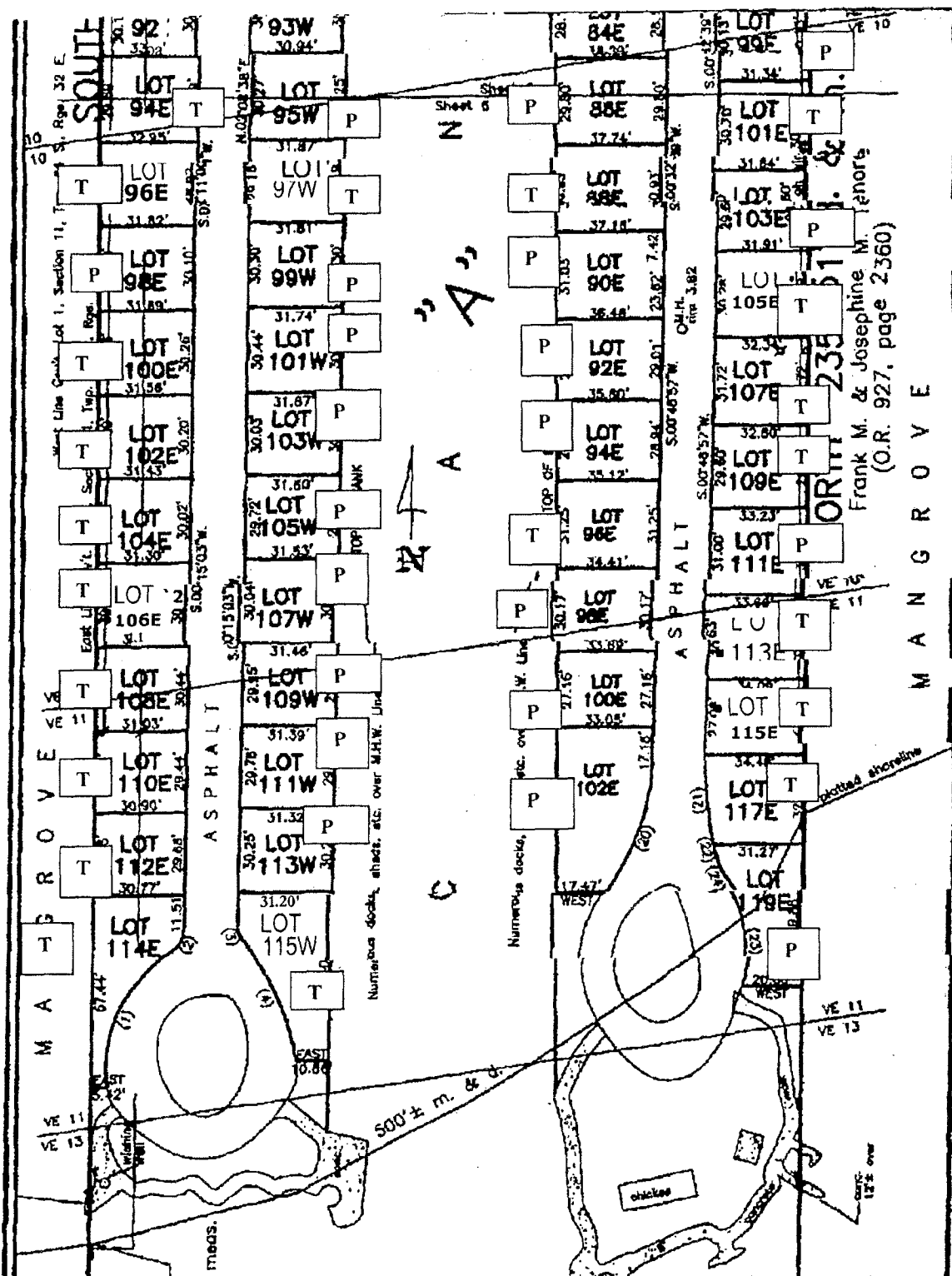
Keys R.V. / Mobile Home 6099 Overseas Highway, Marathon, FL 33050			
Condominium Survey		Own No.: 04-349	
Scale: 1" = 40'	Ref. 177-87	Flood panel No. 1579H	Drawn By: F.H.H.
Date: 6/10/04		Flood Zone: AE-VE	Flood Elevation: 7-13
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
8/11/04: Revised			
8/28/04: Revised			
c/dwg/marathon/keysrv			

Sheet 6 Of 10

FREDERICK H. HILDEBRANDT
MOM PIANNET IMANILYOR

3152 Northside DO.*
Sea* 201
Kay Wart. FL 330 40
(5) 20 3-0465
Fax. (305) 203-0237

Doc# 1415237
ekil 2835 Psi 57



Doc# 1656824
 BKH 2313 Pgm 869

Doc# 1998041
 BKH 2703 Pgm 1118



Sheet 7 Of 10

Keys R.V. / Mobile Home			
6099 Overseas Highway, Marathon Fl. 33050			
Condominium Survey		Din so.: 04-349	
Scale: 1" = 40'	Ref. 177-87	Flood panel No. 1574H	Div. 5r F
Date: 6/10/04		Flood zone AE-VE	Flood Dev. 7-13
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
8/11/04: Revised			
8/26/04: Revised			
e/dwg/marathon/keysrv			

FREDERICK H. HILDEBRANDT
 8000111131 FU41112 91111111Yalt

3152 Norbtoledo Oliva
 Sully 201
 Key West, Fl. 33040
 rMad (303) 293-0237

Doc# 1408237
 eke 2139 PIO 58



EXHIBIT B

**DECLARATION OF CONDOMINIUM
ESTABLISHING
KEYS RV/MOBILE HOME CONDOMINIUM**

ON FILE IN THE PLANNING DEPARTMENT



EXHIBIT B

EXHIBIT B

Parcel ID Numbers 00338830-001150

Doc# 1998041
Bk# 2703 Pg# 1090

(Space Reserved for Recording)

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
KEYS RV/MOBILE HOME CONDOMINIUM ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“First Amendment”) is entered into by and between the **CITY OF MARATHON, FLORIDA**, a municipal corporation (herein the “City”) and **Keys RV/Mobile Home Condominium Association, Inc.**, (the “Association”) pursuant to Chapter 102, Article 8 of the Land Development Regulations of the City of Marathon, Florida and the Florida Local Government Development Agreement Act, Fla. Stat. §§163.3220-163.3243 (2012), and is binding on the “Effective Date” set forth herein

RECITALS

WHEREAS, by Resolution 2007-093, the City Council of the City of Marathon, Florida (the "City") approved a Development Agreement (the “Agreement”), for Keys RV Mobile Home Condominium Association (“Association”), a copy of which is attached as Exhibit “A”, and

WHEREAS, Section V.B. of the Agreement provides that the Agreement shall remain in effect for seven years from its effective date with an option to extend the Agreement for three (3) years in one (1) year increments; and

WHEREAS, the Association is requesting an amendment to said section to allow an option for three (3), three (3) year extensions and requests approval of the first extension with said amendment attached as Exhibit “B”; and

WHEREAS, the Planning Commission on June 16, 2014 recommended said amendment to the City Council,

NOW, THEREFORE, the First Amendment is approved as follows:

TERMS OF AGREEMENT

A. **Recitals.** The foregoing recitals are incorporated into this First Amendment to Development Agreement.

B. **Amendments.** The Development Agreement for the Association, is hereby amended as follows:

V. STATUTORY AND CODE REQUIREMENTS

B. Duration of Agreement

It is the intention of the City and the Association to promote rational and timely development of the Property to maximize best land use management practices consistent with the landowner's rights and commitments described herein. This Agreement shall remain in effect for seven (7) years from its effective date as defined herein with the option to extend the Agreement for **nine (9)** ~~three (3)~~ years in **three (3)** ~~one (1)~~ year increments.

C. **Effect of First Amendment to Development Agreement.** Except as expressly modified in this First Amendment, all terms and provisions in the Development Agreement for the Association remain unchanged and continue in full force and effect.

D. **Recording and Effective Date.** The Association shall record a copy of this First Amendment 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 First Amendment shall become effective 30 days after it is recorded and a copy is received by the state land planning agency.

[rest of page intentionally left blank, signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year
below written.

Key RV/Mobile Home Condominium Association, Inc.

By: Douglas Spiller

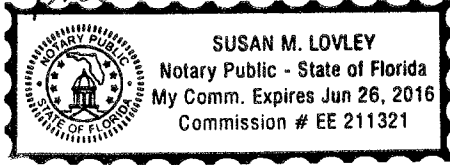
Title: PRESIDENT

Date: 9/12/14

The foregoing instrument was acknowledged before me on this 12th day of September 2014, by Douglas Spiller, the President of Keys RV/Mobile Home Condominium Association, Inc.. He is personally known to me did not take an oath.

produced FL driver's license

Susan M. Lovley



THE CITY OF MARATHON, FLORIDA

Dick Ramsay
Dick Ramsay, Mayor

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

Lynn M. Dannheisser
Lynn M. Dannheisser, City Attorney

THIS DOCUMENT PREPARED BY:
City of Marathon
9805 Overseas Highway
Marathon, FL 33050

THOMAS D. WRIGHT

LAW OFFICES OF
THOMAS D. WRIGHT
CHARTERED
9711 OVERSEAS HIGHWAY
POST OFFICE BOX 500309
MARATHON, FLORIDA 33050-0309
TELEPHONE (305) 743-8118
FAX (305) 743-8198
E-MAIL tom@keysclosings.com

FLORIDA BAR BOARD
CERTIFIED REAL ESTATE ATTORNEY

VIA FEDERAL EXPRESS

October 2, 2014

Donna Harris, Plan Processor
Department of Economic Opportunity
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

Re: Development Agreement between
Keys RV/Mobile Home Condominium Association, Inc. and
City of Marathon, Florida

Dear Ms. Harris:

I am enclosing herewith a copy of the recorded First Amendment to Development Agreement for Keys RV/Mobile Home Condominium Association, Inc., and the City of Marathon, Florida. This Agreement was recorded on September 17, 2014, in Official Records Book 2703, Page 1090, of the Public Records of Monroe County, Florida.

If you have any questions or require additional information, please do not hesitate to contact me.

Yours very truly,


Thomas D. Wright

TDW/sml

Enclosure

✓ cc: City of Marathon