

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-73**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE REQUEST BY SOMBRERO COUNTRY CLUB INC. (FLORIDA KEYS RESORT AND CLUB) (THE “APPLICANT”) FOR A DEVELOPMENT AGREEMENT, PURSUANT TO CHAPTER 102, ARTICLE 8 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (CODE) ENTITLED “DEVELOPMENT AGREEMENT”, AUTHORIZING THE DEVELOPMENT OF A 110 UNIT HOTEL RESORT REQUIRING 117 TRANSIENT RESIDENTIAL UNITS (TRUES) WITH THE REDEVELOPMENT OF THE EXISTING 18 HOLE GOLF COURSE, CLUBHOUSE, 170 SEAT RESTAURANT, TENNIS COURTS, PRO-SHOP, AND SWIMMING POOL SUBJECT TO CONDITIONS IMPOSED; FOR PROPERTY LOCATED AT 4000 SOMBRERO BOULEVARD, NEAREST MILE MARKER 50, WHICH IS LEGALLY DESCRIBED AS THE SOMBRERO PROPERTIES PB5-101 BOOT KEY PARCELS 7, 8, & 9, SECTION 10, TOWNSHIP 66, RANGE 32, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBERS 00355330-000000, 00355340-000000, AND 00355350-000000.

WHEREAS, Sombrero County Club Inc. (Florida Keys Resort and Club), (The “Applicant”) filed an Application on March 19, 2014 for a Conditional Use Permit and Development Agreement pursuant to Chapter 102, Articles 13 and 8 respectively of the City of Marathon Land Development Regulations (LDRs); and

WHEREAS; the Applicant proposes to redevelop the existing Sombrero County Club Inc. (Florida Keys Resort and Club) project site by developing seventy-six (76) single-room hotel units, nineteen (19) double bedroom units, and fifteen (15) three bedroom units; and redeveloping the existing, eighteen (18) hole golf course, clubhouse, 170 seat restaurant, tennis courts, pro-shop, and swimming pool; and

WHEREAS, City staff reviewed the Applicant’s request for a Conditional Use Permit and Development Agreement determining that the Applicant’s project proposal was in compliance with the City’s Comprehensive Plan and Land Development Regulations (LDRs) and further that there was no substantial impact on the City’s Level of Service (LOS); and

WHEREAS, on the 16th day of June, 2014, the City of Marathon Planning Commission (the “Commission”) conducted a properly advertised public hearing (the “Public Hearings”) regarding the request submitted by the Applicant, for a development agreement pursuant to Chapter 102, Article 8 of the LDRs; and

WHEREAS, and on the 8th day of July, 2014 and the 22nd day of July, 2014, the City Council (the “Council”) conducted properly advertised public hearings (the “Public Hearings”) regarding the request

submitted by the Applicant, for a development agreement permit pursuant to Chapter 102, Article 8 of the LDRs; and

WHEREAS; the City Council made a determination that the Applicant's request for a Conditional Use Permit, subject to the terms of the LDRs and with Conditions imposed, was in Compliance with the City's Comprehensive Plan and LDRs and further, that the approval of a Development Agreement is in the public interest, is consistent with its policy to encourage the development of hotels and motels in Marathon, and will further the health, safety and welfare of the residents of Marathon; and

WHEREAS, the purpose of the development agreement is to assure the Applicant that, upon receipt of his permits under this chapter, he may proceed in accordance with existing ordinances and regulations subject to the conditions of the development agreement at the property described in the application,

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 City Council hereby approves this Development Agreement, a copy of which is attached hereto as Exhibit "A", granting approval to Sombrero County Club Inc. (Florida Keys Resort and Club) to develop one hundred and ten (110) hotel units requiring one hundred and seventeen (117) TRUs to include seventy-six (76) single-room hotel units, nineteen (19) double bedroom units, and fifteen (15) three cottage bedroom units, and a 170 seat restaurant,; and redeveloping the existing, eighteen (18) hole golf course, clubhouse, tennis courts, pro-shop, and swimming pool. The Applicant will develop eight (8) workforce housing (affordable) units on-site and additional workforce housing units offsite in accordance with Chapter 104, Section 104.25 A. 4, Hotels or Motels subject to conditions imposed and as further described in the Agreement. The Mayor is authorized to sign the development agreement on behalf of the City.

Section 3. 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 22nd day of July, 2014.

THE CITY OF MARATHON, FLORIDA



Dick Ramsay, Mayor

AYES:

TAL 451,479,332v2 7-30-08

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

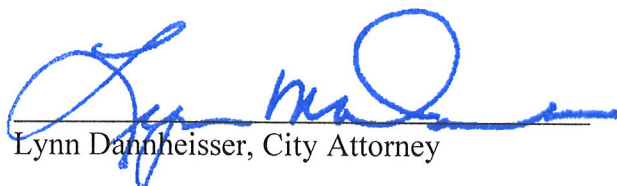
ATTEST:



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 Dannheisser, City Attorney

EXHIBIT A

Parcel I.D. Nos.:
RE# 00355330-000000
RE# 00355340-000000
RE# 00355350-000000
(Space reserved for recording)

Doc# 1999924
Bk# 2705 Pg# 2142

DEVELOPMENT AGREEMENT FOR
SOMBRERO COUNTRY CLUB, INC.
MARATHON, FLORIDA

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF MARATHON, FLORIDA, a Florida municipal corporation (herein referred to as "City"), and SOMBRERO COUNTRY CLUB, INC., a Florida non-profit corporation (herein referred to as "Owner"), pursuant to Chapter 102, Article 8, of the Land Development Regulations of the City of Marathon, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes, and is binding on the Effective Date set forth herein.

WITNESSETH:

WHEREAS, Owner is the owner of real property located in Marathon, Monroe County, Florida, more particularly described in Exhibit "A" (legal description), attached hereto and incorporated herein by reference; and

WHEREAS, Owner has submitted a proposal to develop, construct, and operate a 110-unit hotel resort including (76) single-room hotel units, nineteen (19) double bedroom units, and fifteen (15) three bedroom cottage units, with the redevelopment of the existing 18-hole golf course, clubhouse, 170-seat restaurant, tennis courts, pro shop, and swimming pool; and

WHEREAS, the economic development afforded by this Agreement is in the best interest of both parties to this Agreement as well as the general public in the City of Marathon; and

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

WHEREAS, Owner will make application to the City pursuant to its City Land Development Regulations for an allocation of transient building rights; and shall supplement any allocation with allocations obtained on the open market in order to process sufficient transient building rights to provide the development rights necessary for the build out of the project;

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 Property consistent with Objective 1-3.4 in the City's Comprehensive Plan.

B. To secure the ability to construct the Owner's approved development of one hundred and ten (110) hotel units requiring one hundred and seventeen (117) TRUs to include seventy-six (76) single-room hotel units, nineteen (19) double bedroom units, and fifteen (15) three cottage bedroom units, and a 170 seat restaurant; and redeveloping the existing, eighteen (18) hole golf course, clubhouse, tennis courts, pro-shop, and swimming pool. The Applicant will develop eight (8) workforce housing (affordable) units on-site and additional workforce housing units offsite in accordance with Chapter 104, Section 104.25 A. 4, Hotels or Motels. See Exhibits C1, C2, C3, and the Conditional Use Permit Plans adopted by reference.

C. To make the golf course open and available to the public, excluding the pool associated with the hotel resort.

III. DEFINITIONS.

For the purposes of this Agreement, all terms shall have the definitions as found in the Land Development Regulations (LDRs), Comprehensive Plan and in Chapter 163, Florida Statutes, or in other applicable Florida Statutes, and if not defined in the Code, Plan, or Statute, the term shall be understood by its usual and customary meaning.

IV. 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. Sombrero Country Club, Inc., is the Owner of the Property, which Property is the subject of this Agreement, as described in Exhibit "B",

Boundary and Topographic Survey. RR1, LLC, a Florida Limited Liability Company will partner with Owner pursuant to contracts between the Owner and RR1, LLC, to construct and complete the development. There are no other legal or equitable owners of the subject property known to the parties to this Agreement.

B. Duration of Agreement and Submission of Preliminary and Final Permit Application. The project time line shall be as follows and shall run contemporaneous with the corresponding Conditional Use Permit (Resolution 2014-72):

- a. Applicant shall have a period of twelve (12) months from the Effective Date of this Agreement to submit applications for the Environmental Resource Permit (ERP) to South Florida Water Management District and to the Florida Department of Environmental Protection for the Waste Water System.
- b. Applicant shall have a period of eighteen (18) months from the Effective Date of this Agreement to submit Building Permit Applications to the City of Marathon for the construction of the Maintenance Area and On-site Workforce Housing.
- c. Applicant shall have a period of twenty (20) months from the Effective Date of this Agreement to submit Building Permit Applications to the City of Marathon for the construction of the required infrastructure for resort area.
- d. Applicant shall have a period of twenty-four (24) months from the Effective Date of this Agreement to submit Building Permit Applications to the City of Marathon for the construction of the Cottages.
- e. Applicant shall have a period of thirty (30) months from the Effective Date of this Agreement to submit Building Permit Applications to the City of Marathon for the construction of the Front Nine Golf Course.
- f. Applicant shall have a period of thirty-six (36) months from the Effective Date of this Agreement to submit Building Permit Applications to the City of Marathon for the construction of the Hotel and Clubhouse Buildings and amenities.
- g. Applicant shall have a period of forty-two (42) months from the Effective Date of this Agreement to submit Building Permit Applications to the City of Marathon for the construction of the Back Nine Golf Course.
- h. The duration of this Conditional Use Permit shall be seven (7) years from the Effective Date.
- i. This Agreement may be renewed or extended as provided herein.

The duration of this Agreement shall be 7 years from the effective date. Should the Owner not commence construction plans for the Maintenance Area and On-site Workforce Housing within 18 months of the effective date of this Agreement, then this Agreement shall be null and void. This Agreement may be renewed or extended as provided herein. If the Owner has not complied with the terms of this section, this Agreement may be subject to termination as provided herein. If the Applicant has not complied with the terms of this section, this Agreement may be subject to termination as provided herein. The proposed plan of redevelopment is attached hereto as Exhibit "C:"

C. Existing Conditions. The project consists of 3 parcels. The parcels are currently developed as a golf course and resort, with the following: clubhouse and restaurant, pro shop, tennis courts, water treatment facility, 8 residential apartment dwelling units that provide housing for staff, and 18-hole golf course.

Existing Structure	Square Feet
Clubhouse	17,400
Pro Shop	2,470
Golf Cart Parking	3,780
Tennis Courts	31,670
Sheds	1,260
Maintenance Housing	4,030
Maintenance Building	2,818
Chemical Storage Building	250
Existing Structure	683
RO Plant	900
Water Storage Tanks	2,500

D. Proposed Redevelopment. The proposed redevelopment includes upgrades to the golf course including improving the existing storm water management system by raising the elevation of the course area to reduce flooding, replacing the existing clubhouse with a state-of-the-art clubhouse and a golf education facility, including two Full Swing Golf Simulator rooms. Additionally this proposal incorporates a transient residential component consisting of one hundred and ten (110) hotel units requiring one hundred and seventeen (117) TRUs to include seventy-six (76) single-room hotel units, nineteen (19) double bedroom units, and fifteen (15) three cottage bedroom units. A 170-seat restaurant as well as meeting rooms is included within the hotel building for use by the guests and visitors. It is the intention of the Owner to transfer all of the transient rights from the Blue Water Motel to the site and obtain the balance of transient development rights by allocations on the open market. In addition, the Owner will apply for approximately 5,800 square feet of commercial floor area through CBPAS.

The Owner must obtain and transfer one hundred twelve (117) transient residential units (TRUs) to be transferred via the Transfer of Building Rights (TBR's) process established in Chapter 107, Article 2 in accordance with the following table.

<u>Location</u>	<u>Unit Type (Room factor)</u>	<u>Number</u>	<u>TRUs</u>
<u>Calculated</u>			
Resort – 1 st Floor	Single bedroom (1.00)	57	57
Resort – 2 nd Floor	Single bedroom (1.00)	19	19
Resort – 2 nd Floor	Double bedroom (0.90)	19	22
Cottage	Three bedroom (0.80)*	15	19
TOTAL		110	117

* Calculated at 0.80 – three bedrooms plus one living room

As shown in the site plans Exhibit C1, 2, 3, and 4 certain of the hotel rooms on the second floor will have flexible suites. These consist of alternating bedrooms and accessory living areas. The accessory living areas will be keyed and rented with one or two bedrooms based on the needs of the parties occupying the units. Under no circumstances shall an accessory living area be rented or keyed separately from a bedroom.

Eight units of community workforce housing will be provided on site. The eight (8) onsite units range from 558 to 585 square feet. The remaining employee units shall be developed off site.

The phases of the redevelopment are as follows:

Phase	Project Description
Phase 1	Relocating and improving the water treatment area and constructing new Maintenance and Employee housing area.
Phase 2	Construction of hotel, cottage, clubhouse and tennis court area and reorganization and redevelopment of the golf course.
Phase 3	Reorganization and redevelopment of the front nine golf course.
Phase 4	Redevelopment of the back nine golf course.

E. Density and Building Height. The property is located in a Parks and Recreation PR Zoning District as defined in the Land Development Regulations. Maximum building height permitted on the property is 37 feet. The proposed project within the Recreation (R) Future Land Use map designation. The project includes a redevelopment of an existing conditional use (golf course) into the same conditional use which is consistent with the recreation classification. The acreage of the project is 119.29 acres.

F. Public Facilities, Concurrency, Impact Fees. The following identifies the public facilities that are required that will service the development of the Property: who shall provide the facilities; what new facilities, if any, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of development.

1. Potable Water. Domestic potable water is provided by the Florida Keys Aqueduct Authority.
2. Electric Service. Electric service is provided by Florida Keys Electric Service.
3. Solid Waste. Solid waste service is provided by Marathon Garbage Service or its successors and assigns, as determined by the City Council.
4. Fire Service. Fire service is provided by the Marathon Fire Department.
5. Wastewater, Sewage Collection and Disposal. Wastewater and sewage collection, treatment, and disposal shall be done by connection to the City sewer system.
6. Public Recreational Facilities. Public recreational facilities shall be addressed through impact fees, if any.
7. Stormwater Management. A stormwater management system that meets all applicable local, state, and federal requirements shall be constructed on site as part of

the site development of the Property. This system will retain, detain, and treat stormwater on the Property and therefore will provide a substantial benefit to water quality in the area. There shall be no direct discharge to the City of Marathon Nearshore Waters.

8. **Fire Protection.** In connection with the Owner's development of the Property, Owner shall provide fire hydrants and other such fire protection facilities as required by the Life Safety Code administered by the City Fire Department. Fire sprinklers will be installed as required by City Code.

9. **Concurrency.** All public facilities, with the exception of Wastewater, identified above are available as of the date of this Agreement, and capacity for each is projected to be available concurrent with the impacts of development. Wastewater capacity is available through the Central Sewer system for the City of Marathon.

10. **Impact Fees.** Any increased impacts on public facilities or public services attributable to each unit developed on the Property, and the cost of capital improvements to meet the associated increased 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 applicable City of Marathon impact fees required by ordinance then in effect, as well as by payment by Owner of any applicable utility system development fees. Owner agrees to pay impact fees pursuant to any applicable impact fee ordinances adopted within twenty-four (24) months of the Effective Date of this Agreement, provided such ordinance applies equally and uniformly to all redevelopment in the City of Marathon.

The City shall waive the impact fees for the affordable units allowed pursuant to Section 111.02 F.3(f).

G. **Reservations or Dedications of Land for Public Purposes.** The parties anticipate that Owner may reserve or dedicate land for public purposes in connection with the development of the Property, 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 may be requested 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 stormwater, utility and wastewater services to the Property.

H. **Local Development Permits.** The following City development approvals are required for the development of the Property.

1. This Development Agreement.
2. Conditional Use Approval.
3. Building and related construction permits for all structures utilized for principal use or accessory use, land clearing and landscaping. At any time any building permit is applied for, Owner shall demonstrate compliance with all applicable Federal,

State and Municipal Disabled Access Regulations in effect at the time of application. Transient Residential Units (TRUs) may be transferred pro-rata based on the phased project component under consideration for permits prior to the issuance of a building permit for any portion of the development subject to the Conditional Use Permit or Development Agreement. No permits may be issued for any portion of the project for which the necessary number of TRUs have not be previously transferred to the project site the City of Marathon Transfer of Building Rights process. THE APPROVAL OF THE REQUESTED CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT AMENDMENTS DO NOT CONVEY OR GRANT A VESTED RIGHT OR ENTITLEMENT TO FUTURE ALLOCATIONS BY THE CITY OF ANY TRANSIENT RESIDENTIAL UNITS NOT CURRENTLY IN POSSESSION BY THE APPLICANT AS REFERENCED IN THE PROPOSED CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT (Resolution 2014-73).

4. Local Permits for Stormwater Runoff and connection to the City of Marathon Sewer System. Nothing in this Agreement shall preclude the parties from applying conditions in addition to Federal, State and regional permits, by mutual agreement, during final site plan review or permitting.

I. 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, applicable LDRs and the Principles for Guiding Development set forth in Section 380.0552(7), Florida Statutes.

J. Mutual Cooperation. City and Owner agree to cooperate fully and assist each other in the performance of the provisions of this Agreement.

K. Development to Comply with Permits and City Comprehensive Plan and Code Provisions. The redevelopment shall be developed in accordance with all required permits and in accordance with all applicable provisions of the City's Comprehensive Plan and Land Development Regulations in effect on the effective date 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 Owner has complied with all conditions in permits issued by the City and the other regulatory entities for that building. The City agrees that any permits or certificates of occupancy to be issued by the City shall not be unreasonably withheld or delayed.

L. Compliance With Permit, Terms, Conditions, and Restrictions Not Identified Herein. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

M. Laws Governing.

1. 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 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.

2. 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:

a. 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;

b. 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;

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

d. The Agreement is based on substantially inaccurate information supplied by Owner.

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

3. 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 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.

N. Amendment, Renewal and Termination. This Agreement may be amended, renewed, or terminated as follows:

1. 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.

2. As provided in Section 163.3237, Florida Statutes, this Agreement may be renewed by the mutual consent of the parties, subject to the public hearing requirement in Section 163.3225, Florida Statutes, and applicable LDRs. The City shall conduct at least 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 15 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.

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

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

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

O. Breach of Agreement and Cure Provisions.

1. If the City concludes that there has been a material breach in this Agreement by Owner, prior to revoking this Agreement, the City shall serve written notice on Owner identifying the term or condition the City contends has been materially breached and providing Owner with 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 shall be considered a material breach of this Agreement:

- a. Failure to comply with the provisions of this Agreement;
- b. Failure to comply with terms and conditions of permits issued by the City or other regulatory entity for the development authorized by this Agreement.

2. If Owner concludes that there has been a material breach in the terms of this Agreement by the City, Owner shall serve written notice on the City identifying the term or condition Owner contends has been materially breached and providing the City with 90 days from the date of receipt of the notice to cure the breach, or negotiate an amendment to this Agreement. The following events shall be considered a material breach of this Agreement:

- a. Failure to comply with the provisions of this Agreement;
- b. Failure to timely process any application for Site Plan approval or other development authorized by this Agreement.

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

4. Notwithstanding any other provisions of this Development Agreement to the contrary, neither party hereto shall be deemed to be in default under this Development Agreement where delay in the construction or performance of the obligations imposed by this Development Agreement are caused by war, revolution, labor strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions, embargoes, litigation (excluding litigation between the City and the Owner), tornadoes, hurricanes, tropical storms or other severe weather events, or any other causes beyond the control of such party. The time of performance hereunder, as well as the term of this Development Agreement, shall be extended for the period of any forced delays or delays caused or resulting from any of the foregoing causes. The Owner must submit evidence to the City's reasonable satisfaction of any such delay.

P. 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 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 OWNER:

SOMBRERO COUNTRY CLUB, INC.
4000 Sombrero Boulevard
Marathon, FL 33050

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

Thomas D. Wright, Esq.
Law Offices of Thomas D. Wright
P. O. Box 500309
9711 Overseas Highway
Marathon, FL 33050
(305) 743-8118

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:

Lynn M. Dannheisser, Esq.
Gray Robinson, P.A.
1221 Brickell Avenue, Suite 1600
Miami, FL 33131
(305) 416-6880

Q. Annual Report. On each anniversary date of the Effective Date of this Agreement, Owner 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 1-year period from the Effective Date of this Agreement or from the date of the last Annual Report.

R. 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 Section 163.3220-163.3243, Florida Statutes.

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

T. Assignment. This Agreement may not be assigned without the written consent of the parties, which consent shall not be unreasonably withheld.

U. 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.

V. 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 validity of the remaining provisions of this Agreement.

W. Applicable Laws. 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.

X. Litigation/Attorneys Fees; Venue; Waiver of Right to Jury Trial. As between the City and Owner, 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 reasonable attorney's 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 THIS AGREEMENT.

Y. Use of Singular and Plural. Where the context requires, the singular includes the plural, and plural includes the singular.

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

A.A. 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 this Agreement.

B.B. 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.

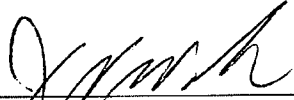
C.C. Recording; Effective Date. The Owner shall record this Agreement in the Public Records of Monroe County, Florida, within 14 days after the date the last party signs this Agreement. A copy of the recorded Agreement showing the date, page and book where recorded shall be submitted to the State Land Planning Agency at the Department of Community Affairs, Division of Community Planning, 2555 Shumard Oak Boulevard, Tallahassee FL 32399-2100 by hand delivery or registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within 14 days after the Agreement is recorded and received by the Owner or his agents. Owner shall also provide a copy of the recorded Agreement to the City at 9805 Overseas Highway, Marathon, Florida 33050, within the same time period. This Agreement shall become effective 30 days after the date the State Land Planning Agency receives its copy pursuant to Section 163.3239, Florida Statutes.

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

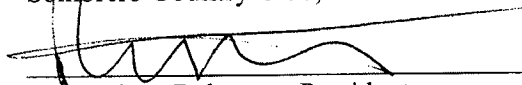
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below written. Signed, sealed, and delivered in the presence of:

WITNESSES:


OWNER
Sombbrero Country Club, Inc.



Wit. #1 - Signature
Printed Name: John J. Walte



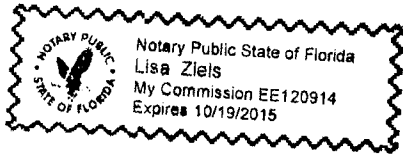
By: Robert Belcaster, President

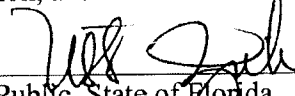


Wit. #2 - Signature
Printed Name: Lisa Ziels

STATE OF FLORIDA
COUNTY OF MONROE

The following instrument was acknowledged before me on this 19 day of SEPT., 2014, by Robert Belcaster, as ~~President of Sombbrero Country Club, Inc.~~, a Florida non-profit corporation, who is personally known to me or who produced as identification, and who did/did not take an oath.





Notary Public, State of Florida
My commission expires:

On the 22nd day of July, 2014, The City Council of the City of Marathon approved this Agreement by Resolution No 204-73.

ATTEST:

CITY OF MARATHON

Diane Clavien
City Clerk

By: Dick R. ...
Mayor

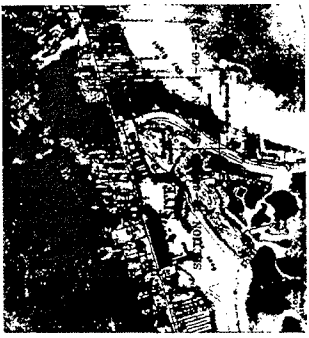
APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY.

Lynn M. Dannheisser
Lynn M. Dannheisser, Esq., City Attorney

EXHIBIT A

EXHIBIT B

SECTION OF BOUNDARY AND MAIN HIGH WATER LINE (REVISED)
SCALE: 1" = 100'

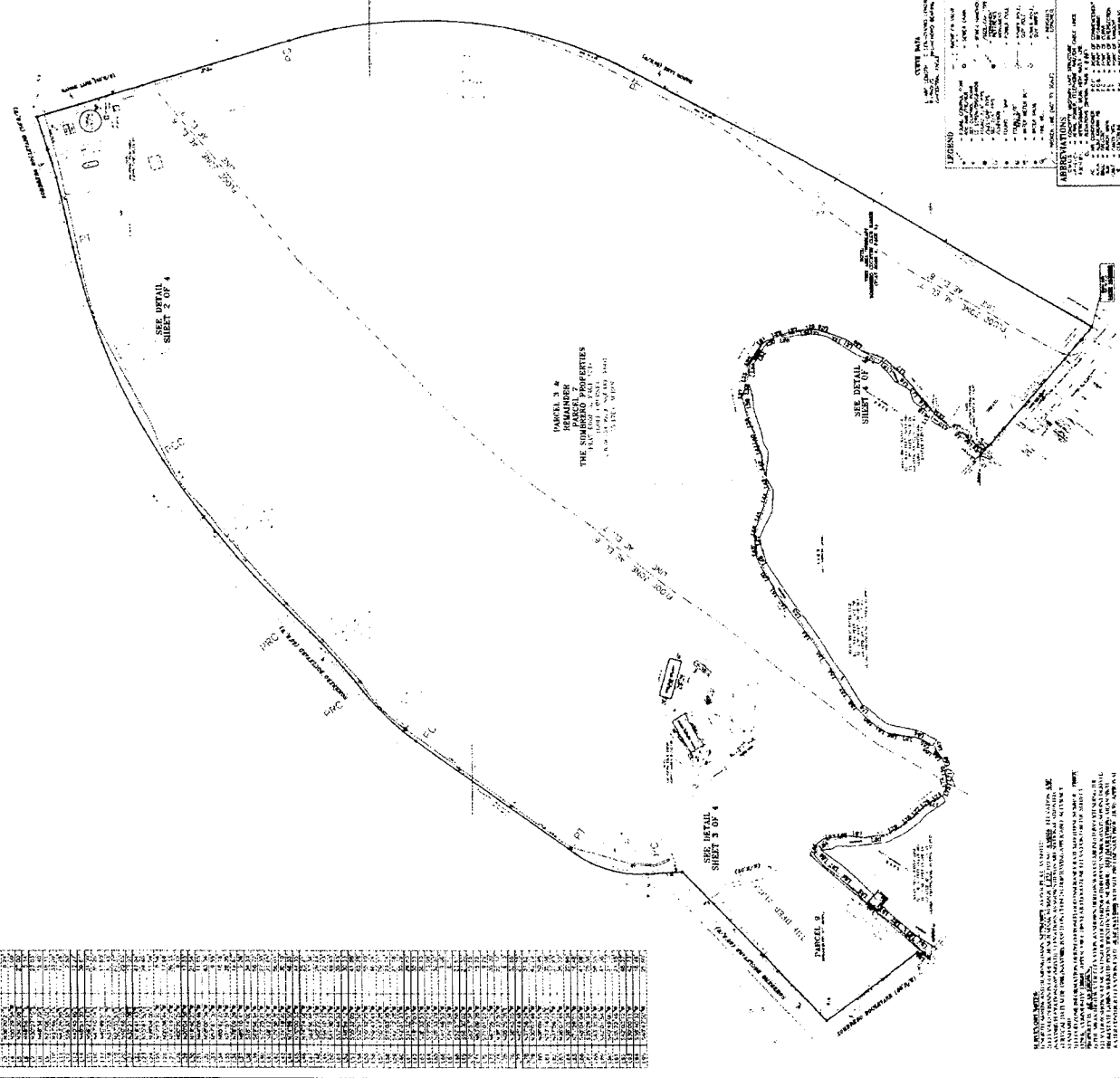


LEGAL DESCRIPTION AS RECORDED IN
OLD BAY BLACK ANNEAL TITLE INSURANCE COMPANY
SC 8086164

PLAT NUMBER 20-23-20008
PARTIAL SECTION 20, TOWNSHIP 23 NORTH, RANGE 18 WEST, COUNTY OF WASHINGTON, MARYLAND. THE PART HEREBY RECORDED IS A PART OF A DEED TO THE PUBLIC RECORDS OF WASHINGTON, MARYLAND, RECORDED IN THE PUBLIC RECORDS OF WASHINGTON, MARYLAND, IN THE COUNTY OF WASHINGTON, MARYLAND, IN THE YEAR 1999, IN THE BOOK OF RECORDS, PAGE 11,111,112,113,114,115,116,117,118,119,120,121,122,123,124,125,126,127,128,129,130,131,132,133,134,135,136,137,138,139,140,141,142,143,144,145,146,147,148,149,150,151,152,153,154,155,156,157,158,159,160,161,162,163,164,165,166,167,168,169,170,171,172,173,174,175,176,177,178,179,180,181,182,183,184,185,186,187,188,189,190,191,192,193,194,195,196,197,198,199,200,201,202,203,204,205,206,207,208,209,210,211,212,213,214,215,216,217,218,219,220,221,222,223,224,225,226,227,228,229,230,231,232,233,234,235,236,237,238,239,240,241,242,243,244,245,246,247,248,249,250,251,252,253,254,255,256,257,258,259,260,261,262,263,264,265,266,267,268,269,270,271,272,273,274,275,276,277,278,279,280,281,282,283,284,285,286,287,288,289,290,291,292,293,294,295,296,297,298,299,300,301,302,303,304,305,306,307,308,309,310,311,312,313,314,315,316,317,318,319,320,321,322,323,324,325,326,327,328,329,330,331,332,333,334,335,336,337,338,339,340,341,342,343,344,345,346,347,348,349,350,351,352,353,354,355,356,357,358,359,360,361,362,363,364,365,366,367,368,369,370,371,372,373,374,375,376,377,378,379,380,381,382,383,384,385,386,387,388,389,390,391,392,393,394,395,396,397,398,399,400,401,402,403,404,405,406,407,408,409,410,411,412,413,414,415,416,417,418,419,420,421,422,423,424,425,426,427,428,429,430,431,432,433,434,435,436,437,438,439,440,441,442,443,444,445,446,447,448,449,450,451,452,453,454,455,456,457,458,459,460,461,462,463,464,465,466,467,468,469,470,471,472,473,474,475,476,477,478,479,480,481,482,483,484,485,486,487,488,489,490,491,492,493,494,495,496,497,498,499,500,501,502,503,504,505,506,507,508,509,510,511,512,513,514,515,516,517,518,519,520,521,522,523,524,525,526,527,528,529,530,531,532,533,534,535,536,537,538,539,540,541,542,543,544,545,546,547,548,549,550,551,552,553,554,555,556,557,558,559,560,561,562,563,564,565,566,567,568,569,570,571,572,573,574,575,576,577,578,579,580,581,582,583,584,585,586,587,588,589,590,591,592,593,594,595,596,597,598,599,600,601,602,603,604,605,606,607,608,609,610,611,612,613,614,615,616,617,618,619,620,621,622,623,624,625,626,627,628,629,630,631,632,633,634,635,636,637,638,639,640,641,642,643,644,645,646,647,648,649,650,651,652,653,654,655,656,657,658,659,660,661,662,663,664,665,666,667,668,669,670,671,672,673,674,675,676,677,678,679,680,681,682,683,684,685,686,687,688,689,690,691,692,693,694,695,696,697,698,699,700,701,702,703,704,705,706,707,708,709,710,711,712,713,714,715,716,717,718,719,720,721,722,723,724,725,726,727,728,729,730,731,732,733,734,735,736,737,738,739,740,741,742,743,744,745,746,747,748,749,750,751,752,753,754,755,756,757,758,759,760,761,762,763,764,765,766,767,768,769,770,771,772,773,774,775,776,777,778,779,780,781,782,783,784,785,786,787,788,789,790,791,792,793,794,795,796,797,798,799,800,801,802,803,804,805,806,807,808,809,810,811,812,813,814,815,816,817,818,819,820,821,822,823,824,825,826,827,828,829,830,831,832,833,834,835,836,837,838,839,840,841,842,843,844,845,846,847,848,849,850,851,852,853,854,855,856,857,858,859,860,861,862,863,864,865,866,867,868,869,870,871,872,873,874,875,876,877,878,879,880,881,882,883,884,885,886,887,888,889,890,891,892,893,894,895,896,897,898,899,900,901,902,903,904,905,906,907,908,909,910,911,912,913,914,915,916,917,918,919,920,921,922,923,924,925,926,927,928,929,930,931,932,933,934,935,936,937,938,939,940,941,942,943,944,945,946,947,948,949,950,951,952,953,954,955,956,957,958,959,960,961,962,963,964,965,966,967,968,969,970,971,972,973,974,975,976,977,978,979,980,981,982,983,984,985,986,987,988,989,990,991,992,993,994,995,996,997,998,999,1000.

MAIN HIGH WATER LINE TRAVERSE

STATION	BEARING	DISTANCE	CORRECTION	CUMULATIVE DISTANCE
1	N 00° 00' 00" E	100.00	0.00	100.00
2	N 00° 00' 00" E	100.00	0.00	200.00
3	N 00° 00' 00" E	100.00	0.00	300.00
4	N 00° 00' 00" E	100.00	0.00	400.00
5	N 00° 00' 00" E	100.00	0.00	500.00
6	N 00° 00' 00" E	100.00	0.00	600.00
7	N 00° 00' 00" E	100.00	0.00	700.00
8	N 00° 00' 00" E	100.00	0.00	800.00
9	N 00° 00' 00" E	100.00	0.00	900.00
10	N 00° 00' 00" E	100.00	0.00	1000.00
11	N 00° 00' 00" E	100.00	0.00	1100.00
12	N 00° 00' 00" E	100.00	0.00	1200.00
13	N 00° 00' 00" E	100.00	0.00	1300.00
14	N 00° 00' 00" E	100.00	0.00	1400.00
15	N 00° 00' 00" E	100.00	0.00	1500.00
16	N 00° 00' 00" E	100.00	0.00	1600.00
17	N 00° 00' 00" E	100.00	0.00	1700.00
18	N 00° 00' 00" E	100.00	0.00	1800.00
19	N 00° 00' 00" E	100.00	0.00	1900.00
20	N 00° 00' 00" E	100.00	0.00	2000.00
21	N 00° 00' 00" E	100.00	0.00	2100.00
22	N 00° 00' 00" E	100.00	0.00	2200.00
23	N 00° 00' 00" E	100.00	0.00	2300.00
24	N 00° 00' 00" E	100.00	0.00	2400.00
25	N 00° 00' 00" E	100.00	0.00	2500.00
26	N 00° 00' 00" E	100.00	0.00	2600.00
27	N 00° 00' 00" E	100.00	0.00	2700.00
28	N 00° 00' 00" E	100.00	0.00	2800.00
29	N 00° 00' 00" E	100.00	0.00	2900.00
30	N 00° 00' 00" E	100.00	0.00	3000.00
31	N 00° 00' 00" E	100.00	0.00	3100.00
32	N 00° 00' 00" E	100.00	0.00	3200.00
33	N 00° 00' 00" E	100.00	0.00	3300.00
34	N 00° 00' 00" E	100.00	0.00	3400.00
35	N 00° 00' 00" E	100.00	0.00	3500.00
36	N 00° 00' 00" E	100.00	0.00	3600.00
37	N 00° 00' 00" E	100.00	0.00	3700.00
38	N 00° 00' 00" E	100.00	0.00	3800.00
39	N 00° 00' 00" E	100.00	0.00	3900.00
40	N 00° 00' 00" E	100.00	0.00	4000.00
41	N 00° 00' 00" E	100.00	0.00	4100.00
42	N 00° 00' 00" E	100.00	0.00	4200.00
43	N 00° 00' 00" E	100.00	0.00	4300.00
44	N 00° 00' 00" E	100.00	0.00	4400.00
45	N 00° 00' 00" E	100.00	0.00	4500.00
46	N 00° 00' 00" E	100.00	0.00	4600.00
47	N 00° 00' 00" E	100.00	0.00	4700.00
48	N 00° 00' 00" E	100.00	0.00	4800.00
49	N 00° 00' 00" E	100.00	0.00	4900.00
50	N 00° 00' 00" E	100.00	0.00	5000.00
51	N 00° 00' 00" E	100.00	0.00	5100.00
52	N 00° 00' 00" E	100.00	0.00	5200.00
53	N 00° 00' 00" E	100.00	0.00	5300.00
54	N 00° 00' 00" E	100.00	0.00	5400.00
55	N 00° 00' 00" E	100.00	0.00	5500.00
56	N 00° 00' 00" E	100.00	0.00	5600.00
57	N 00° 00' 00" E	100.00	0.00	5700.00
58	N 00° 00' 00" E	100.00	0.00	5800.00
59	N 00° 00' 00" E	100.00	0.00	5900.00
60	N 00° 00' 00" E	100.00	0.00	6000.00
61	N 00° 00' 00" E	100.00	0.00	6100.00
62	N 00° 00' 00" E	100.00	0.00	6200.00
63	N 00° 00' 00" E	100.00	0.00	6300.00
64	N 00° 00' 00" E	100.00	0.00	6400.00
65	N 00° 00' 00" E	100.00	0.00	6500.00
66	N 00° 00' 00" E	100.00	0.00	6600.00
67	N 00° 00' 00" E	100.00	0.00	6700.00
68	N 00° 00' 00" E	100.00	0.00	6800.00
69	N 00° 00' 00" E	100.00	0.00	6900.00
70	N 00° 00' 00" E	100.00	0.00	7000.00
71	N 00° 00' 00" E	100.00	0.00	7100.00
72	N 00° 00' 00" E	100.00	0.00	7200.00
73	N 00° 00' 00" E	100.00	0.00	7300.00
74	N 00° 00' 00" E	100.00	0.00	7400.00
75	N 00° 00' 00" E	100.00	0.00	7500.00
76	N 00° 00' 00" E	100.00	0.00	7600.00
77	N 00° 00' 00" E	100.00	0.00	7700.00
78	N 00° 00' 00" E	100.00	0.00	7800.00
79	N 00° 00' 00" E	100.00	0.00	7900.00
80	N 00° 00' 00" E	100.00	0.00	8000.00
81	N 00° 00' 00" E	100.00	0.00	8100.00
82	N 00° 00' 00" E	100.00	0.00	8200.00
83	N 00° 00' 00" E	100.00	0.00	8300.00
84	N 00° 00' 00" E	100.00	0.00	8400.00
85	N 00° 00' 00" E	100.00	0.00	8500.00
86	N 00° 00' 00" E	100.00	0.00	8600.00
87	N 00° 00' 00" E	100.00	0.00	8700.00
88	N 00° 00' 00" E	100.00	0.00	8800.00
89	N 00° 00' 00" E	100.00	0.00	8900.00
90	N 00° 00' 00" E	100.00	0.00	9000.00
91	N 00° 00' 00" E	100.00	0.00	9100.00
92	N 00° 00' 00" E	100.00	0.00	9200.00
93	N 00° 00' 00" E	100.00	0.00	9300.00
94	N 00° 00' 00" E	100.00	0.00	9400.00
95	N 00° 00' 00" E	100.00	0.00	9500.00
96	N 00° 00' 00" E	100.00	0.00	9600.00
97	N 00° 00' 00" E	100.00	0.00	9700.00
98	N 00° 00' 00" E	100.00	0.00	9800.00
99	N 00° 00' 00" E	100.00	0.00	9900.00
100	N 00° 00' 00" E	100.00	0.00	10000.00



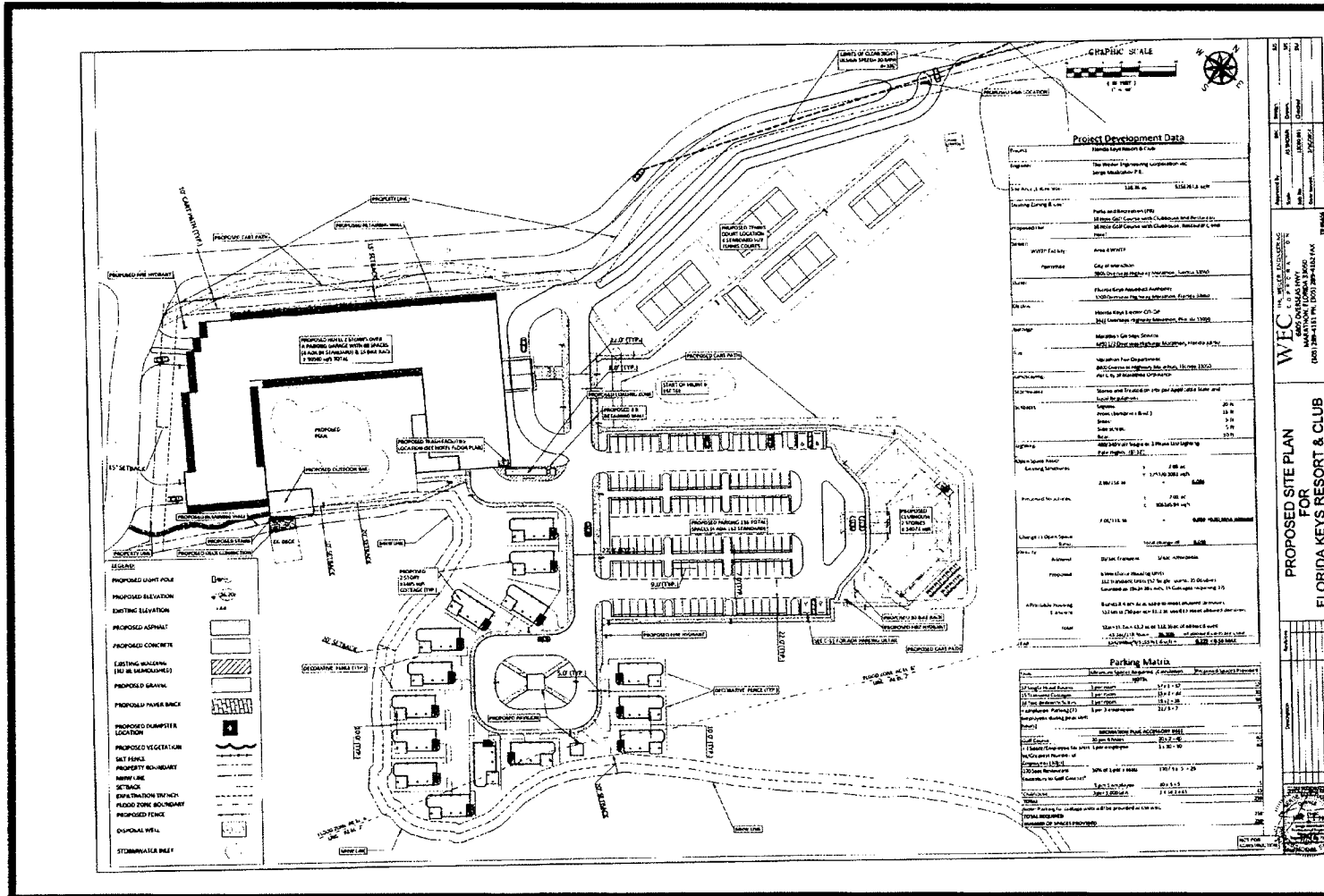
LEGEND

- 1. CENTER LINE OF ROAD
- 2. RIGHT OF WAY LINE OF ROAD
- 3. PROPERTY LINE
- 4. EASEMENT
- 5. ENCUMBRANCE
- 6. SURVEY POINT
- 7. BENCHMARK
- 8. ADJACENT PROPERTY
- 9. WATER LINE
- 10. FENCE
- 11. UTILITY LINE
- 12. DRAINAGE
- 13. CONCRETE
- 14. ASPHALT
- 15. GRAVEL
- 16. SAND
- 17. CLAY
- 18. SILT
- 19. LOESS
- 20. COBBLES
- 21. Boulders
- 22. ROCKS
- 23. STONES
- 24. BRICKS
- 25. TILES
- 26. PLASTER
- 27. GYP. PLASTER
- 28. CONCRETE
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- 95. COBBLES
- 96. Boulders
- 97. ROCKS
- 98. STONES
- 99. BRICKS
- 100. TILES

ABBREVIATIONS

- 1. CENTER LINE OF ROAD
- 2. RIGHT OF WAY LINE OF ROAD
- 3. PROPERTY LINE
- 4. EASEMENT
- 5. ENCUMBRANCE
- 6. SURVEY POINT
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- 62. CLAY
- 63. SILT
- 64. LOESS
- 65. COBBLES
- 66. Boulders
- 67. ROCKS
- 68. STONES

EXHIBIT C2 Phase 2



Doc# 1999924
 BK# 2705 P## 2161

EXHIBIT C3
Phase 3

