

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2014-89**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, RECTIFYING A SCRIVENERS ERROR ASSOCIATED WITH BOTH RESOLUTIONS 2014-072 AND 2014-073 WHICH APPROVED A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT RESPECTIVELY TO FLORIDA KEYS RESORT AND CLUB; THE SCRIVENERS ERROR RESULTED WHEN AN ADDITIONAL CONDITION IMPOSED BY COUNCIL DURING THE ADOPTION HEARING FOR THESE RESOLUTIONS WAS INADVERTENTLY OMITTED FROM BOTH THE DEVELOPMENT ORDER UNDER RESOLUTION 2014-072 AND IN EXHIBIT "A", AND THE DEVELOPMENT AGREEMENT, UNDER RESOLUTION 2014-073 WHEN FINAL RESOLUTIONS WERE SIGNED AND ISSUED; FOR THAT CERTAIN PROPERTY LOCATED AT 4000 SOMBRERO BOULEVARD, MARATHON, FLORIDA, PROPERTY 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. NEAREST MILE MARKER 50.**

**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 project was approved by the Council on July 22, 2014 under Resolutions 2014-072 (Conditional Use Permit) and Resolution 2014-073 (Development Agreement) to redevelop the existing Sombrero County Club site with a hotel resort including 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, plus eight (8) workforce housing (affordable) residential on-site and additional workforce housing (affordable) units off-site as required under Chapter 104, Section 104.25 A. 4., "Hotels or Motels;" (the "Project") and

**WHEREAS**, during the final hearing on July 22, 2014 the City Council approved an additional condition for the project, which was to be inserted in both the conditions of the Conditional Use Permit and in the Purpose statement of the Development Agreement. The Condition established a requirement that the golf course and associated recreational facilities be available and open to the public; 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 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 inadvertent failure to insert the additional condition required by Council shall be considered as a scrivener's error and this Resolution 2014-89 shall supersede all prior resolutions;

**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, in correction of a scrivener's error, the following:

- A) The City Council hereby adopts and incorporates the terms and conditions of Resolution 2014-72 and amends same to add as a condition: "Conditions Imposed, Conditions of Approval #21. The golf course shall be open and available to the public, excluding the pool associated with the hotel resort."
- B) The City Council hereby adopts and incorporates the terms and conditions of Resolution 2014-73 and amends same to insert the following as Section II (C) of the Development Agreement: "To make the golf course open and available to the public, excluding the pool associated with the hotel resort."

The minutes of the July 22, 2014 council meeting approving the Project are attached hereto as Exhibit "A".

**Section 3.** This resolution shall take effect immediately upon its adoption and staff is directed to reissue both resolution with the foregoing correction

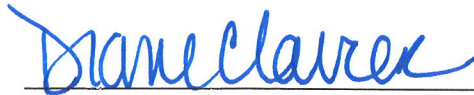
**PASSED AND APPROVED** by the City Council of the city of Marathon, Florida, this 12<sup>th</sup> day of August, 2014.

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Dick Ramsay, Mayor**

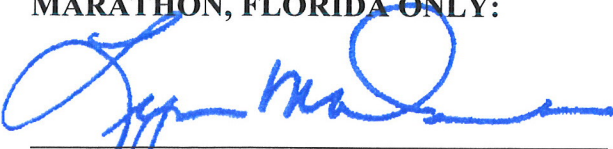
AYES: Senmartin, Keating, Bartus, Bull, Ramsay  
NOES: None  
ABSENT: None  
ABSTAIN: None

**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 M. Dannheisser, City Attorney

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2014-72**

**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) FOR A CONDITIONAL USE PERMIT, PURSUANT TO CHAPTER 102, ARTICLE 13 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (CODE) ENTITLED “CONDITIONAL USE PERMITS”, AUTHORIZING THE DEVELOPMENT OF A 110 UNIT HOTEL RESORT REQUIRING 117 TRANSIENT RESIDENTIAL UNITS (TRUS) WITH THE REDEVELOPMENT OF THE EXISTING 18 HOLE GOLF COURSE, CLUBHOUSE, 170 SEAT RESTAURANT, TENNIS COURTS, PRO-SHOP, AND SWIMMING POOL AT THE PROPERTY LOCATED 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, plus eight (8) workforce housing (affordable) residential on-site and additional workforce housing (affordable) units off-site as required under Chapter 104, Section 104.25 A. 4., “Hotels or Motels;” 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 16<sup>th</sup> 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 8<sup>th</sup> day of July, 2014 and the 22<sup>nd</sup> 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 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 Conditional Use Permit is to allow for the integration of certain land uses and structures within the City of Marathon, based on conditions imposed by the Council. Review is based primarily on compatibility of the use with its proposed location and with surrounding land uses and on the basis of all zoning, subdivision and other ordinances applicable to the proposed location and zoning district,

**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 Development Order 2014-04, a copy of which is attached hereto as Exhibit "A", granting a Conditional Use Permit Sombrero County Club Inc. (Florida Keys Resort and Club) subject to the Conditions imposed. The Director of Planning is authorized to sign the development order on behalf of the City.

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

**PASSED AND APPROVED** by the City Council of the city of Marathon, Florida, this 22<sup>nd</sup> day of July, 2014.

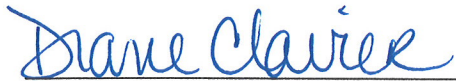
**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Dick Ramsay, Mayor**

AYES:

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

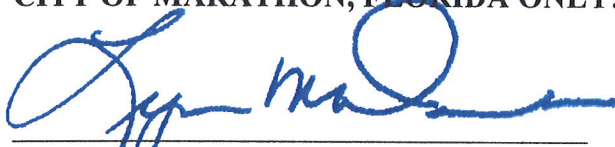
**ATTEST:**



\_\_\_\_\_  
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



**CITY OF MARATHON, FLORIDA  
CONDITIONAL USE  
DEVELOPMENT ORDER # 2014-04**

**A DEVELOPMENT ORDER APPROVING THE CONDITIONAL USE APPLICATION SUBMITTED BY SOMBRERO COUNTRY CLUB INC. (FLORIDA KEYS RESORT AND CLUB) FOR A CONDITIONAL USE PERMIT, PURSUANT TO CHAPTER 102, ARTICLE 13 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (CODE) ENTITLED “CONDITIONAL USE PERMITS”, AUTHORIZING THE DEVELOPMENT OF A 110 UNIT HOTEL RESORT REQUIRING 117 TRANSIENT RESIDENTIAL UNITS (TRUS) WITH THE REDEVELOPMENT OF THE EXISTING 18 HOLE GOLF COURSE, CLUBHOUSE, 170 SEAT RESTAURANT, TENNIS COURTS, PRO-SHOP, AND SWIMMING POOL AT THE 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.**

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**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 16<sup>th</sup> 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 8<sup>th</sup> day of July, 2014 and the 22<sup>nd</sup> 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 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 Conditional Use Permit is to allow for the integration of certain land uses and structures within the City of Marathon, based on conditions imposed by the Council. Review is based primarily on compatibility of the use with its proposed location and with surrounding land uses and on the basis of all zoning, subdivision and other ordinances applicable to the proposed location and zoning district, and

**WHEREAS,** the Council has duly considered the recommendation of the Commission, and the information and documentary evidence submitted by Sombrero County Club Inc. (Florida Keys Resort and Club) and does hereby find and determine as provided below.

**FINDINGS OF FACT:**

1. The Applicant will redevelop the existing Sombrero County Club Inc. (Florida Keys Resort and Club) project site by developing 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 A1, A2, and A3, and Plans adopted by reference as Conditional Use Permit Plans.
2. In accordance with Section 102.77 of the Code, the Commission and Council considered and determined the Applicant met the following criteria:
  - a. The proposed use is consistent with the Comprehensive Plan and LDRs;
  - b. The proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;
  - c. The proposed use shall not adversely affect the health, safety, and welfare of the public; and
  - d. The proposed conditional use minimizes environmental impacts, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and

e. Satisfactory provisions and arrangements have been made concerning the following matters, where applicable:

1. Ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;
2. Off-street parking and loading areas where required, with particular attention to item 1 above;
3. The noise, glare or odor effects of the conditional use on surrounding properties;
4. Refuse and service areas, with particular reference to location, screening and Items 1 and 2 above;
5. Utilities, with reference to location and availability;
6. Screening and buffering with reference to type, dimensions and character;
7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;
8. Required yards and other open space;
9. General compatibility with surrounding properties; and

**CONDITIONS IMPOSED:**

Granting approval of the Application is subject to the following conditions:

**Conditions of Approval**

1. To make the golf course open and available to the public, excluding the pool associated with the hotel resort.
2. A final site plan must be submitted with impacted trees and relocated trees marked/evaluated;
3. Constant monitoring for impacts to the Florida Burrowing Owl must be performed;
4. All conditions set forth by FDEP issued under the Conditional Site Rehabilitation Completion Order must be met;
5. All potable water used on the property must be provided by the Florida Keys Aqueduct Authority only. Water from the shallow-aquifer shall not be used as a source of potable water;
6. Irrigation and fire protection water must be provided by the existing deeper-aquifer reverse osmoses treatment facility, by reclaimed water provided by the City of Marathon or by potable water provided by the Florida Keys Aqueduct Authority. Water from the shallow-aquifer shall not be used as a source of irrigation or fire protection water;
7. No other uses of the shallow-aquifer groundwater will be permitted;
8. Location of all required handicapped spaces must be noted on final plans;



9. Sombrero Country Club Inc 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.

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

\* Calculated at 0.80 – three bedrooms plus one living room

10. 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. 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).
11. Provide affordable housing units on and off site based on standards established in Section 104.25 A. 4. Of the LDRs (20% of habitable transient floor area (~ 87,570 sq ft). Eight (8) are provided on site, additional workforce housing will be required off-site. Acquisition of additional workforce housing units will be required.
12. The applicant will obtain necessary approvals from the City of Marathon Public Works Department for access to Sombrero Blvd and Sombrero Rd respectively;
13. The applicant will obtain approval of final landscaping and mitigation plans (as needed) and lighting plans in coordination with the City Biologist prior to building permit issuance;
14. The applicant will provide fire protection plans in accordance with fire protection requirements as outlined by the City Fire Marshal;
15. The applicant will meet all floodplain related requirements as part of the Building Permit process;
16. The applicant will obtain City approval of the stormwater management system prior to Building Permit issuance;
17. The applicant will obtain City approval for wastewater management through the City's Wastewater Utility;
18. The applicant will obtain any required permits from SFWMD prior to building permit issuance;
19. The applicant will obtain sign permits for any signs erected on the property, as required under the Code;
20. The Conditional Use Development Order will constitute the Certificate of Concurrency for the project. The determination will be valid for one year.
21. The project time line shall be as follows and different than other Conditional Use Permits,

shall run contemporaneous with the corresponding Development Agreement (Resolution 2014-73):

- 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 Employee 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. If the Applicant has not complied with the terms of this section, this Agreement may be subject to termination as provided herein.

#### **VIOLATION OF CONDITIONS:**

The applicant understands and acknowledges that it must comply with all of the terms and conditions herein, and all other applicable requirements of the City or other governmental agencies applicable to the use of the Property. In accordance with the Code, the Council may revoke this approval upon a determination that the Applicant or its successor or designee is in non-compliance with this Resolution or Code. Failure to adhere to the terms and conditions of approval contained herein is a violation of the Code and persons found violating the conditions shall be subject to the penalties prescribed therein.

#### **CONCLUSIONS OF LAW:**

Based upon the above Findings of Fact, the Council does hereby make the following Conclusions of Law:

1. The Application has been processed in accordance with the applicable provisions of the City Code, and will not be detrimental to the community as a whole; and
2. In rendering its decision, as reflected in this Resolution, the Council has:
  - (a) Accorded procedural due process;
  - (b) Observed the essential requirements of the law;
  - (c) Supported its decision by substantial competent evidence of record; and
3. The Application for a conditional use is hereby GRANTED subject to the conditions specified herein.

**EFFECTIVE DATE:**

This development order shall not take effect for thirty (30) days following the date it is filed with the City Clerk, and during that time, the conditional use approval granted herein shall be subject to appeal as provided in the City Code. An appeal shall stay the effectiveness of this development order until said appeal is resolved.

8/27/2014  
Date

George Garrett  
George Garrett  
Director of Planning

This Development Order was filed in the Office of the City Clerk of this 29 day of Aug., 2014.

Diane Clavier  
Diane Clavier, City Clerk

**NOTICE**

Under the authority of Section 102.79(c) of the City of Marathon Land Development Regulations, this development order shall become null and void with no further notice required by the City, unless a business license has been issued for the use or a complete building permit application for site preparation and building construction with revised plans as required herein is submitted to the City of Marathon Building Official within one (1) year from the date of conditional use approval, or the date when the Department of Community Affairs waives its appeal and all required certificates of

occupancy are procured with three (3) years of the date of this development order is approved by the City Council.

In addition, please be advised that pursuant to Chapter 9J-1, Florida Administrative Code, this instrument shall not take effect for forty-five (45) days following the rendition to the Florida Department of Community Affairs. During that forty-five days, the Florida Department of Economic Opportunity may appeal this instrument to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.

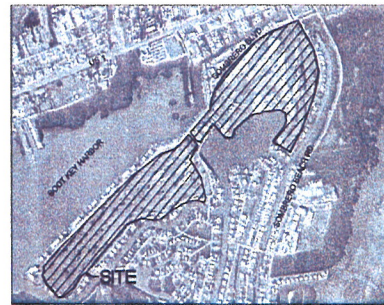
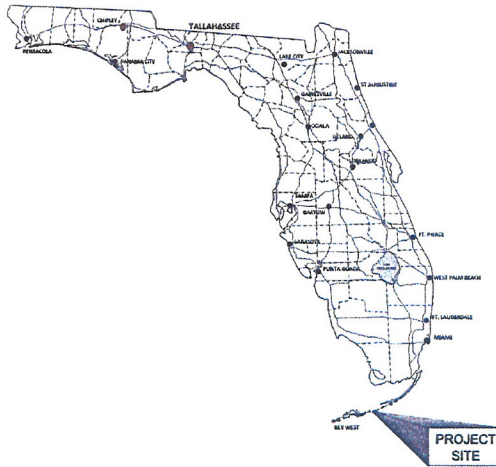
### CERTIFICATE OF SERVICE

A true and correct copy of the above and foregoing Resolution was furnished, via U.S. certified mail, return receipt requested, addressed to Tom Wright, 9705 Overseas Hwy.  
this 29 day of Aug., 2014. Marathon, FL 33550

Diane Clavier

Diane Clavier City Clerk

# CONDITIONAL USE PERMIT PLANS FOR FLORIDA KEYS RESORT & CLUB, MARATHON FLORIDA



LOCATION MAP



PREPARED BY

WEILER ENGINEERING CORPORATION  
**WEC** *excellence in engineering*



**Gordon Mock A.I.A.**  
**ARCHITECT**  
4879 MARIAH CIRCLE FORT PIERCE, FL 34947

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**Mitchell Planning & Design, Inc.**  
15450 SE 103rd Place Road  
Ocklawaha, Florida 32179  
352.288.0401/ 309.509.0966  
mitchdplanningdesign@gmail.com

NOTE: THESE PLANS  
ARE FOR CONDITIONAL  
USE PERMIT ONLY AND  
SHALL NOT BE USED  
FOR CONSTRUCTION.



NOT TO SCALE  
 1" = 50'



Description	Revisions

**AERIAL PHOTO  
 FOR  
 FLORIDA KEYS RESORT & CLUB**

**WEC** THE WEILER ENGINEERING CORPORATION  
 6805 OVERSEAS HWY  
 MARATHON, FLORIDA 33050  
 (305) 289-4161 PH, (305) 289-4162 FAX

Approved By:	ERC	Design:	SIS
Scale:	AS SHOWN	Drawn:	SIS
Job No:	13090.001	Checked:	EM
Date Issued:	3/19/2014		

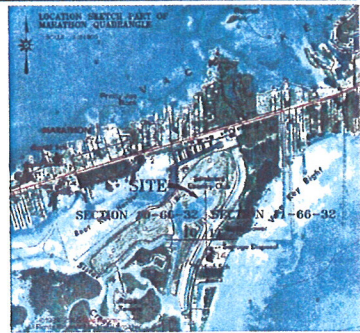
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**FLORIDA KEYS**  
COUNTRY CLUB

Conceptual Plan for  
Front Nine Renovation  
March 8th, 2014

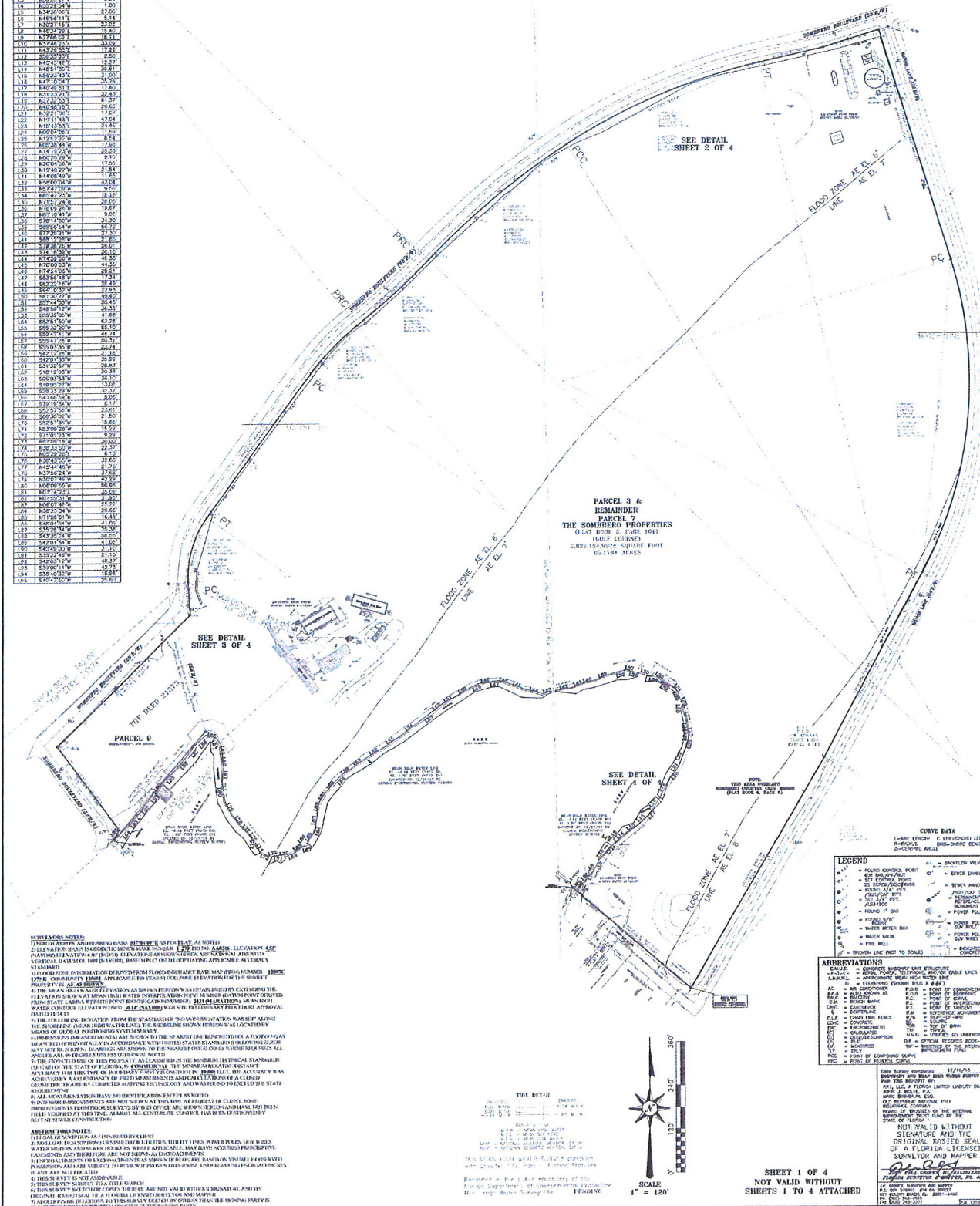




**MEAN HIGH WATER LINE TRAVERSE**

128	N 84° 45' 00" W	0.527
129	N 84° 45' 00" W	0.527
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199	N 84° 45' 00" W	0.527
200	N 84° 45' 00" W	0.527

FUND TITLE NUMBER: 38-201-00019  
 PARCELS 7, 8 (NOT INCLUDED) AND 9, OF THE SOMBRERO PROPERTIES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 101, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.  
 LESS, A TRACT OF LAND IN A PART OF PARCEL NO. 7 IN THE SOMBRERO PROPERTIES, AS RECORDED IN PLAT BOOK 4, PAGE 101, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY MEASUREMENTS AS FOLLOWS:  
 COMMENCING AT THE SOUTHWEST CORNER OF TRACT 4 OF THE SOMBRERO PROPERTIES, SAID CORNER ALSO BEING KNOWN AS THE POINT OF BEGINNING OF THE TRACT OF LAND HEREINAFTER DESCRIBED, BEAR SOUTH 61 DEGREES AND 44 MINUTES EAST, 100 FEET TO A POINT OF CURVE ON THE WESTERLY RIGHT-OF-WAY OF AN UNNAMED ROAD, SAID CURVE HAVING A CENTRAL ANGLE OF 12 DEGREES, 37 MINUTES AND 20 SECONDS AND A RADIUS OF 1132.60 FEET; THENCE ALONG SAID CURVE IN A SOUTHWESTERLY DIRECTION AND INTERSECTING TO THE RIGHT, 258.5 FEET TO A POINT OF TANGENT; THENCE BEAR SOUTH 40 DEGREES, 53 MINUTES AND 50 SECONDS WEST, 496.0 FEET TO THE SOUTHWEST CORNER OF PARCEL NO. 7; THENCE BEAR NORTH 33 DEGREES, 11 MINUTES AND 00 SECONDS EAST, 30.40 FEET; THENCE BEAR NORTH 10 DEGREES AND 18 MINUTES EAST, 89.4 FEET BACK TO THE POINT OF BEGINNING.  
 AND  
 ALL OF GRANTEE'S INTEREST IN THAT PART OF SOMBRERO BOULEVARD DECLAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, FLORIDA, IN RESOLUTION NO. 88-790, WHICH RESOLUTION IS RECORDED IN OFFICIAL RECORDS BOOK 439, PAGE 86, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

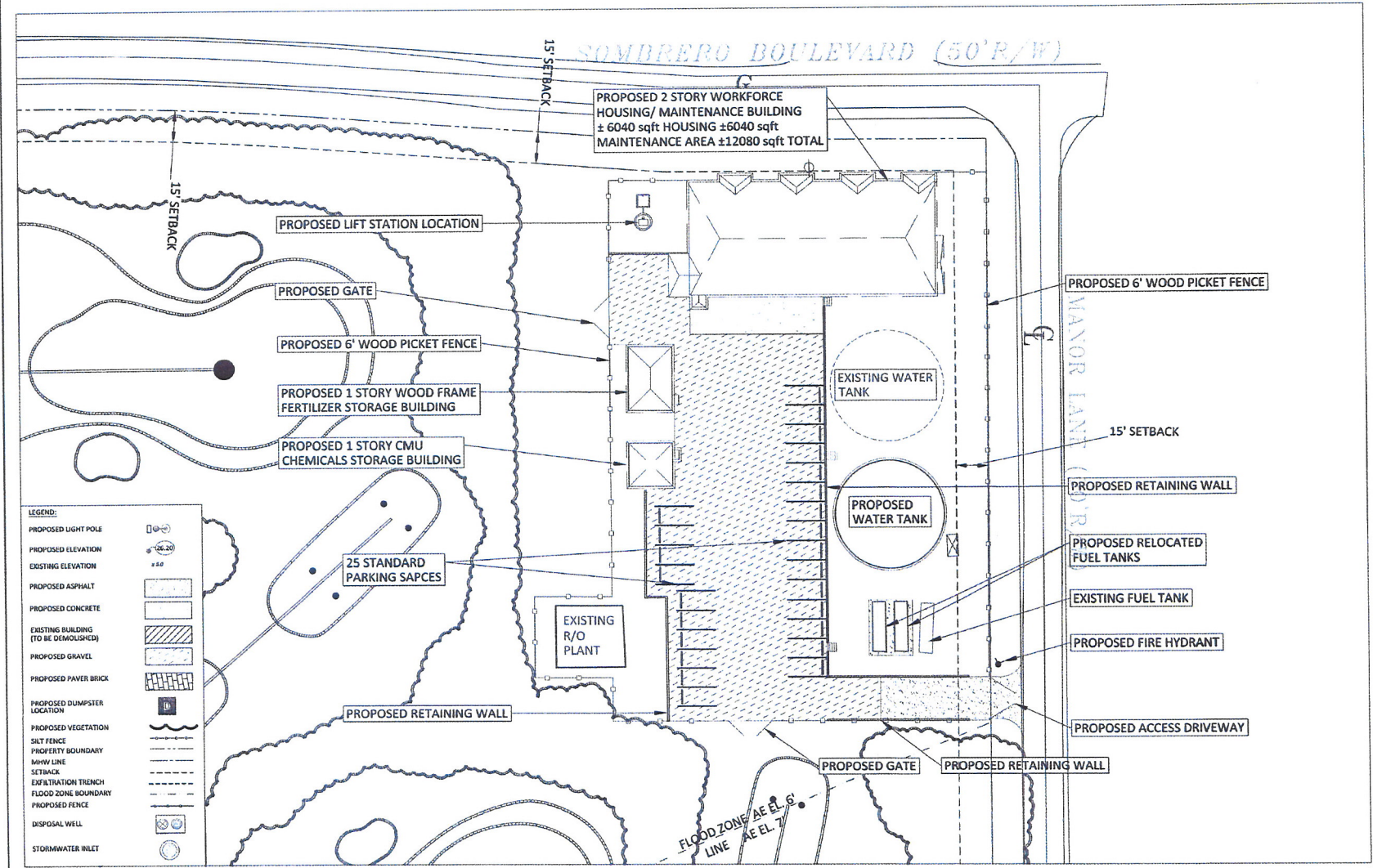
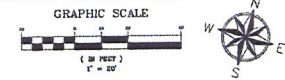


**SURVEYOR'S NOTE:**  
 1. THE MEAN HIGH WATER LINE SURVEY WAS CONDUCTED ON THE DATE SHOWN ON THE PLAT AND THE SURVEYOR HAS CONDUCTED A VISUAL CHECK OF THE MEAN HIGH WATER LINE SURVEY AT THE TIME OF THE SURVEY.  
 2. THE SURVEYOR HAS CONDUCTED A VISUAL CHECK OF THE MEAN HIGH WATER LINE SURVEY AT THE TIME OF THE SURVEY.  
 3. THE SURVEYOR HAS CONDUCTED A VISUAL CHECK OF THE MEAN HIGH WATER LINE SURVEY AT THE TIME OF THE SURVEY.  
 4. THE SURVEYOR HAS CONDUCTED A VISUAL CHECK OF THE MEAN HIGH WATER LINE SURVEY AT THE TIME OF THE SURVEY.  
 5. THE SURVEYOR HAS CONDUCTED A VISUAL CHECK OF THE MEAN HIGH WATER LINE SURVEY AT THE TIME OF THE SURVEY.  
 6. THE SURVEYOR HAS CONDUCTED A VISUAL CHECK OF THE MEAN HIGH WATER LINE SURVEY AT THE TIME OF THE SURVEY.  
 7. THE SURVEYOR HAS CONDUCTED A VISUAL CHECK OF THE MEAN HIGH WATER LINE SURVEY AT THE TIME OF THE SURVEY.  
 8. THE SURVEYOR HAS CONDUCTED A VISUAL CHECK OF THE MEAN HIGH WATER LINE SURVEY AT THE TIME OF THE SURVEY.  
 9. THE SURVEYOR HAS CONDUCTED A VISUAL CHECK OF THE MEAN HIGH WATER LINE SURVEY AT THE TIME OF THE SURVEY.  
 10. THE SURVEYOR HAS CONDUCTED A VISUAL CHECK OF THE MEAN HIGH WATER LINE SURVEY AT THE TIME OF THE SURVEY.

**ABBREVIATIONS**  
 AC - ALUMINUM CORNER MARK # 1 1/2"  
 B - BRASS CORNER MARK # 1 1/2"  
 C - CEMENT CORNER MARK # 1 1/2"  
 D - DIAMOND CORNER MARK # 1 1/2"  
 E - EMBOSSED CORNER MARK # 1 1/2"  
 F - FERRIS CORNER MARK # 1 1/2"  
 G - GALVANIZED CORNER MARK # 1 1/2"  
 H - HARDWOOD CORNER MARK # 1 1/2"  
 I - IRON CORNER MARK # 1 1/2"  
 J - JEWEL CORNER MARK # 1 1/2"  
 K - KEYS CORNER MARK # 1 1/2"  
 L - LEAD CORNER MARK # 1 1/2"  
 M - MASONRY CORNER MARK # 1 1/2"  
 N - NAIL CORNER MARK # 1 1/2"  
 O - OIL CORNER MARK # 1 1/2"  
 P - PINE CORNER MARK # 1 1/2"  
 Q - QUARTZ CORNER MARK # 1 1/2"  
 R - RUBBER CORNER MARK # 1 1/2"  
 S - STEEL CORNER MARK # 1 1/2"  
 T - TIN CORNER MARK # 1 1/2"  
 U - UNGUARDED CORNER MARK # 1 1/2"  
 V - VENEER CORNER MARK # 1 1/2"  
 W - WOOD CORNER MARK # 1 1/2"  
 X - X-BLOCK CORNER MARK # 1 1/2"  
 Y - YACHT CORNER MARK # 1 1/2"  
 Z - ZINC CORNER MARK # 1 1/2"



EXHIBIT 1A  
Phase 1

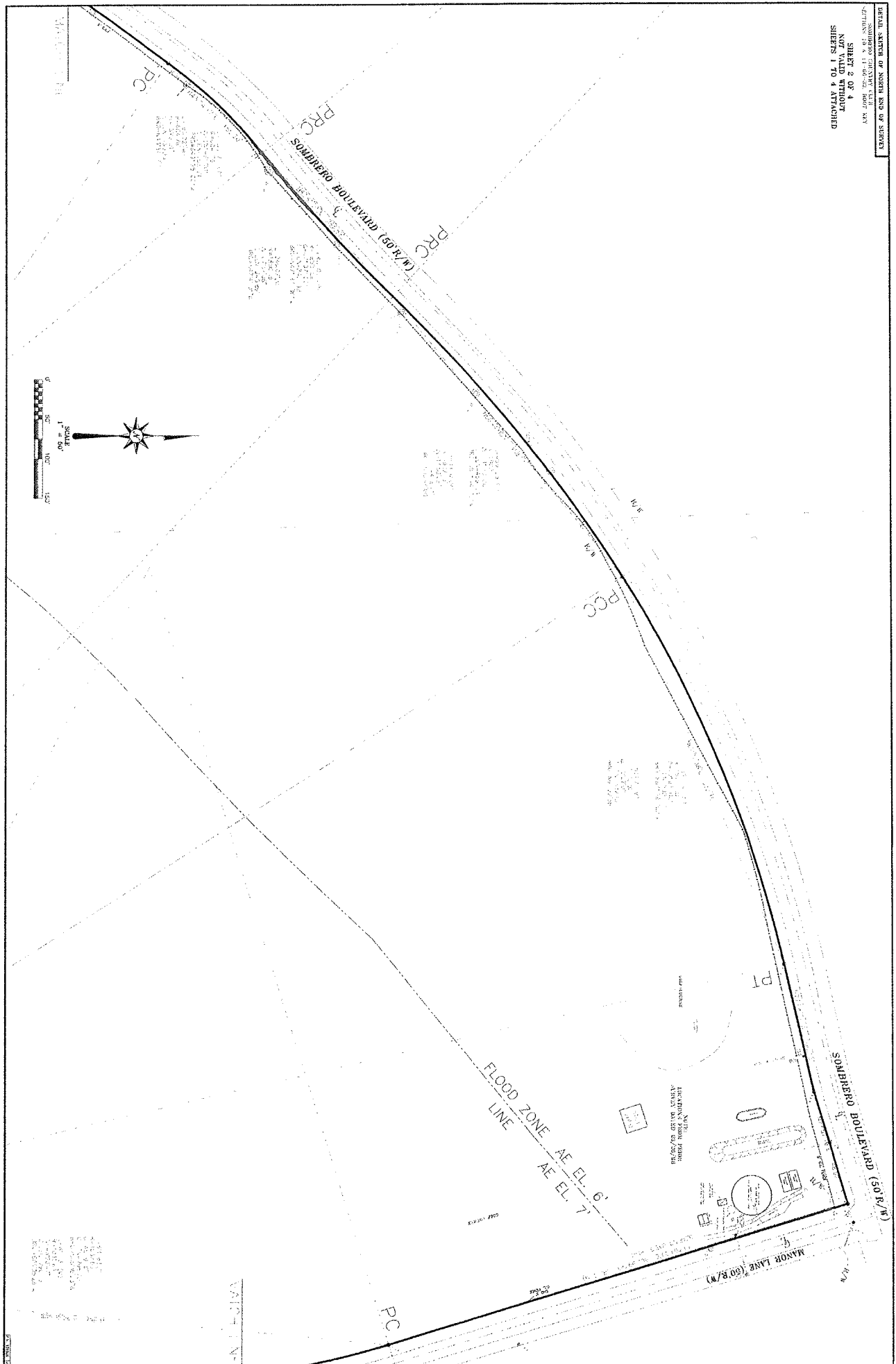


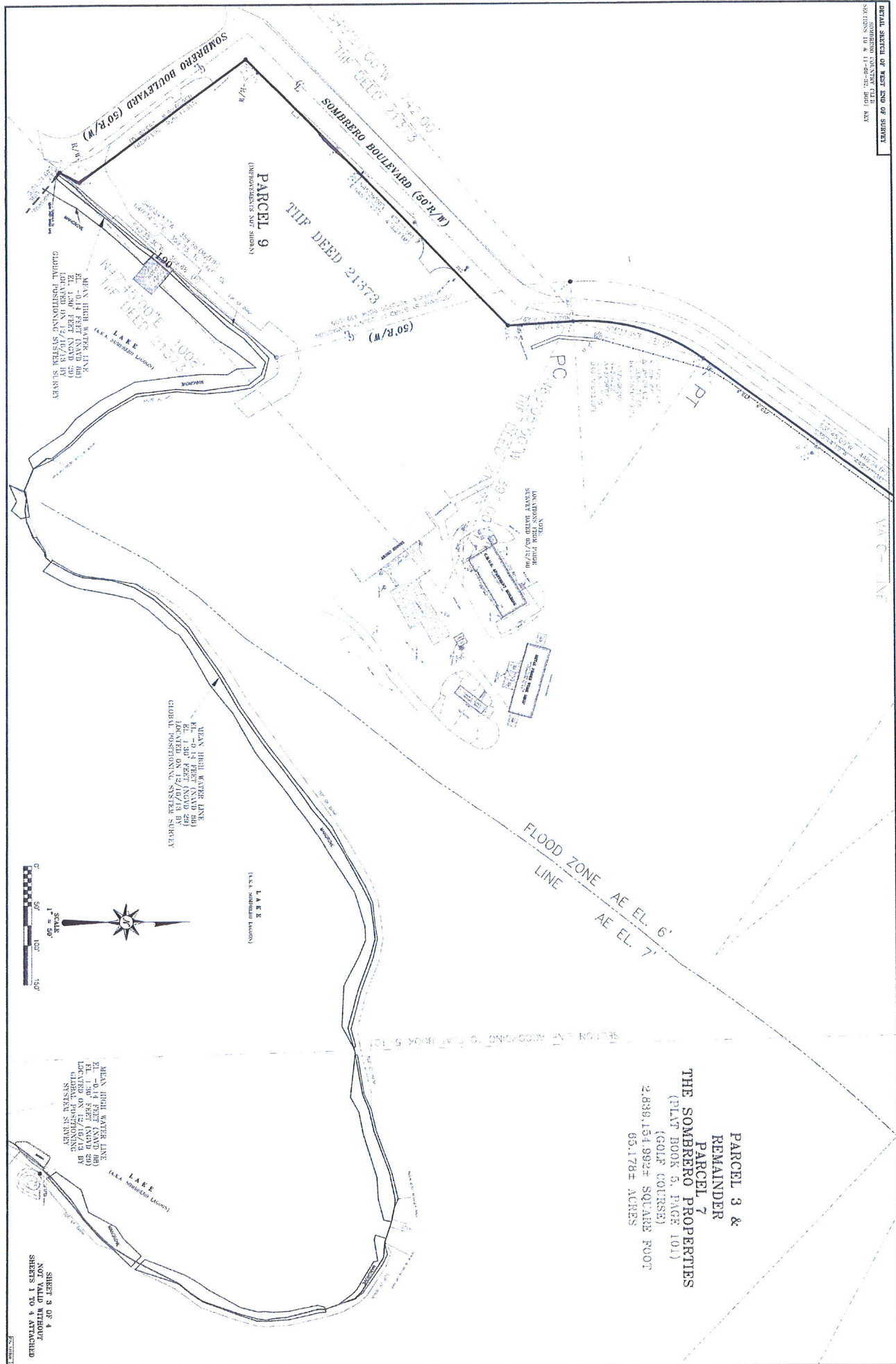
**LEGEND:**

PROPOSED LIGHT POLE	
PROPOSED ELEVATION	
EXISTING ELEVATION	
PROPOSED ASPHALT	
PROPOSED CONCRETE	
EXISTING BUILDING (TO BE DEMOLISHED)	
PROPOSED GRAVEL	
PROPOSED PAVER BRICK	
PROPOSED DUMPSTER LOCATION	
PROPOSED VEGETATION	
SALT FENCE	
PROPERTY BOUNDARY	
MARK LINE	
SETBACK	
EXFILTRATION TRENCH	
FLOOD ZONE BOUNDARY	
PROPOSED FENCE	
DISPOSAL WELL	
STORMWATER INLET	

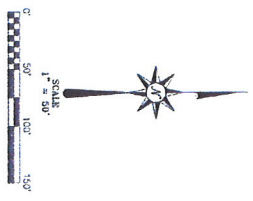
Approved By:	DESIGN	SS								
Scale:	AS SHOWN	SECTION								
Date:	12/20/2014	DATE								
Author:	12/20/2014	DATE								
Checked:	12/20/2014	DATE								
Drawn:	12/20/2014	DATE								
Project:	<p><b>WEC</b> THE WILFLE PROPERTIES          600 OVERSEAS HWY          MARATHON, FLORIDA 33060          (860) 289-4181 FAX (860) 289-4162 FAX</p>									
Project No.:	<p><b>MAINTENANCE AREA SITE PLAN FOR FLORIDA KEYS RESORT &amp; CLUB</b></p>									
Revision:	<table border="1"> <tr> <th>Revision</th> <th>Description</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		Revision	Description						
Revision	Description									
Drawn:	<p>NOT FOR CONSTRUCTION</p>									

DETAILED SECTION OF NORTH END OF STORM  
SEWER  
SHEET 2 OF 4  
NOT VALID WITHOUT  
SHEETS 1 TO 4 ATTACHED





PARCEL 3 &  
 REMAINDER  
 PARCEL 7  
 THE SOMBRERO PROPERTIES  
 (PLAT BOOK 5, PAGE 101)  
 (GOLF COURSE)  
 2,839,154.95± SQUARE FOOT  
 65.178± ACRES



SHEET 3 OF 4  
 NOT VALID WITHOUT  
 SHEETS 1 TO 4 ATTACHED

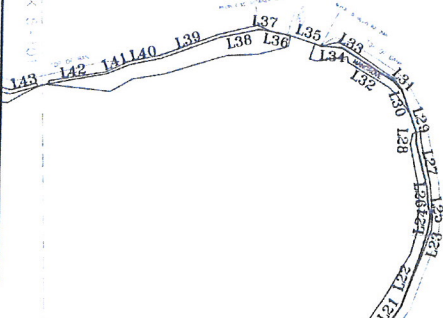
DETAIL SKETCH OF EAST END OF SURVEY  
 SOMBRERO COUNTRY CLUB  
 SECTIONS 10 & 11-66-20- R001 KEY

MATCH LINE

PARCEL 3 &  
 REMAINDER  
 PARCEL 7  
 THE SOMBRERO PROPERTIES  
 (PLAT BOOK 5, PAGE 101)  
 (GOLF COURSE)  
 2,839,154.992± SQUARE FOOT  
 65.178± ACRES

I 516.61 (5)  
 B 111.41 (5)  
 C 124.75 (5)  
 D 134.75 (5)  
 E 144.75 (5)  
 F 154.75 (5)  
 G 164.75 (5)  
 H 174.75 (5)  
 I 184.75 (5)  
 J 194.75 (5)  
 K 204.75 (5)  
 L 214.75 (5)  
 M 224.75 (5)  
 N 234.75 (5)  
 O 244.75 (5)  
 P 254.75 (5)  
 Q 264.75 (5)  
 R 274.75 (5)  
 S 284.75 (5)  
 T 294.75 (5)  
 U 304.75 (5)  
 V 314.75 (5)  
 W 324.75 (5)  
 X 334.75 (5)  
 Y 344.75 (5)  
 Z 354.75 (5)

SECTION 10 ACCORDING TO PLAT BOOK 5 (10)



MEAN HIGH WATER LINE  
 EL. -0.14 FEET (NAVD 88)  
 EL. 1.30 FEET (NGVD 29)  
 LOCATED ON 12/16/13 BY  
 GLOBAL POSITIONING  
 SYSTEM SURVEY

NOTE:  
 LOCATIONS FROM PREVIOUS  
 SURVEY DATED 01/10/07

NOTE:  
 THIS AREA OVERLAPS  
 SOMBRERO COUNTRY CLUB MANOR  
 (PLAT BOOK 6, PAGE 5)

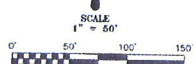
P.O.C.  
 P.O.C.  
 S.W. CORNER  
 TRACT 4 (D)  
 PARCEL 1 (P)

FLOOD ZONE  
 LINE AE EL. 7'  
 AE EL. 8'

LESS



BRANCH MARK  
 TOP OF PIPE  
 ELEVATION 3.52 (NAVD 88)  
 ELEVATION 4.58 (NGVD 29)

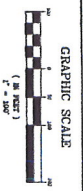


SHEET 4 OF 4  
 NOT VALID WITHOUT  
 SHEETS 1 TO 4 ATTACHED



**LEGEND**

- PROPOSED LIGHT POLE
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- EXISTING BUILDING (TO BE DEMOLISHED)
- PROPOSED GRAVEL
- PROPOSED WATER BUCK
- PROPOSED DUMPSTER
- PROPOSED VEGETATION
- SILT FENCE
- PROPOSED BOUNDARY
- SETBACK
- EROSION CONTROL TRENCH
- FLOOD ZONE BOUNDARY
- PROPOSED FENCE
- DISPOSAL WALL
- STORMWATER INLET



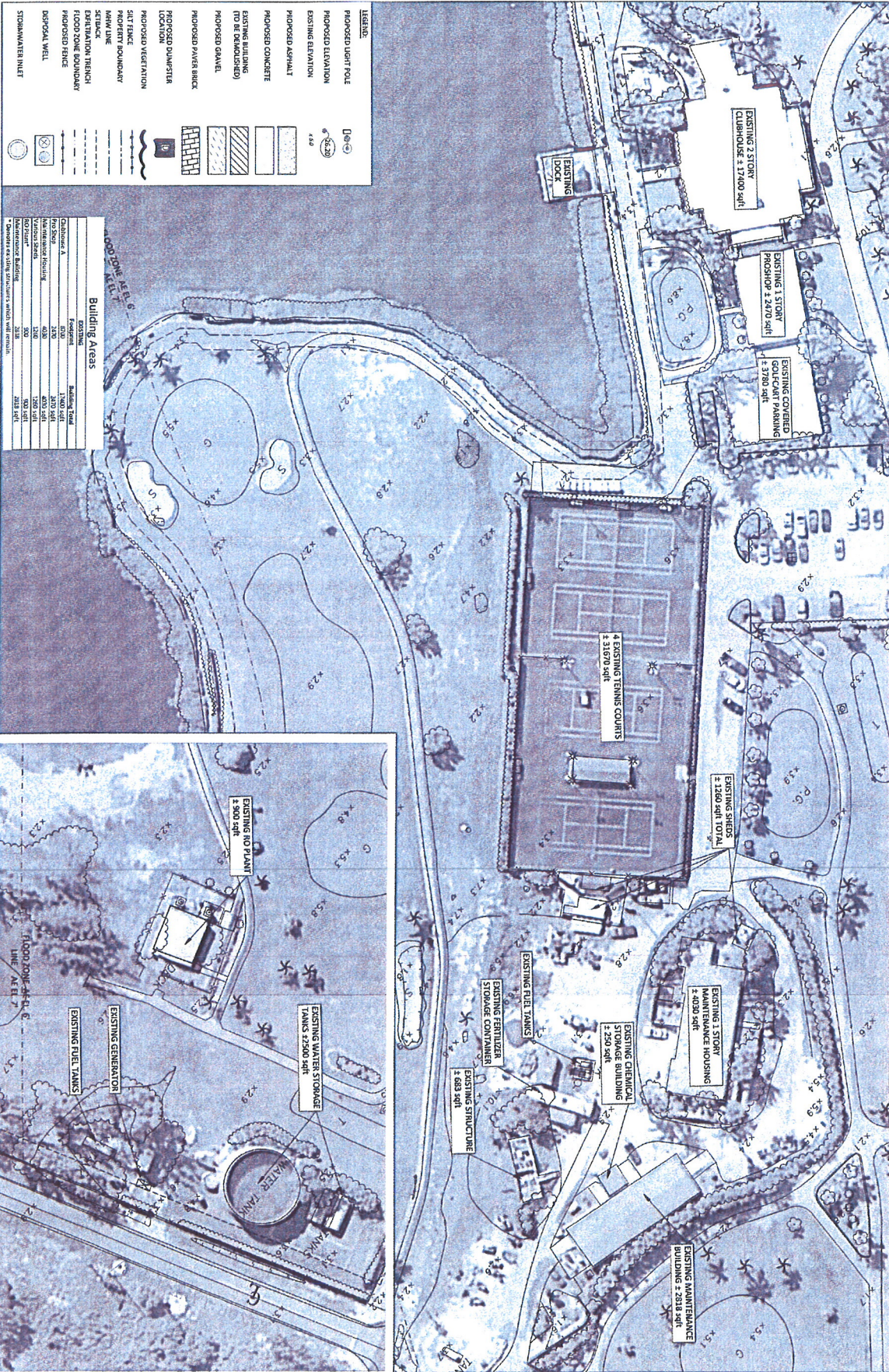
Description	Revisions

**EXISTING CONDITIONS FRONT 9  
FOR  
FLORIDA KEYS RESORT & CLUB**

**WEC** THE WEILER ENGINEERING CORPORATION  
6805 OVERSEAS HWY  
MARATHON, FLORIDA 33050  
(305) 289-4161 PH, (305) 289-4162 FAX

Approved By:	ERC	Design:	SJS
Scale:	AS SHOWN	Drawn:	SJS
Job No:	13090.001	Checked:	SM
Date Issued:	3/10/2014		

ER 86556

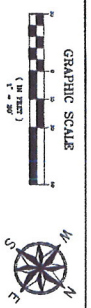


**Building Areas**

EXISTING	BUILDING TOTAL
Clubhouse A	17400 sqft
Proshop	2470 sqft
Maintenance Housing	4000 sqft
Water Tanks	2500 sqft
Generator Building	2818 sqft
Chemical Storage	250 sqft
Fertilizer Storage	683 sqft
Fuel Tanks	500 sqft
No Flammable	500 sqft
<b>Total</b>	<b>31870 sqft</b>

\*Number of similar structures which will remain.

- LEGEND:**
- PROPOSED LIGHT POLE
  - PROPOSED ELEVATION
  - EXISTING ELEVATION
  - PROPOSED ASPHALT
  - PROPOSED CONCRETE
  - EXISTING BUILDING (TO BE DEMOLISHED)
  - PROPOSED GRAVEL
  - PROPOSED PAVED BRICK
  - PROPOSED DUMPSTER LOCATION
  - PROPOSED VEGETATION
  - SLOT FENCE
  - PROPERTY BOUNDARY
  - MAIN LINE
  - SETBACK
  - EROSION CONTROL TRENCH
  - FLOOD ZONE BOUNDARY
  - PROPOSED FENCE
  - DIPICAL WELL
  - STORMWATER INLET



Description	Revisions

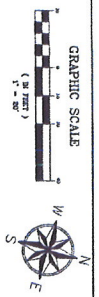
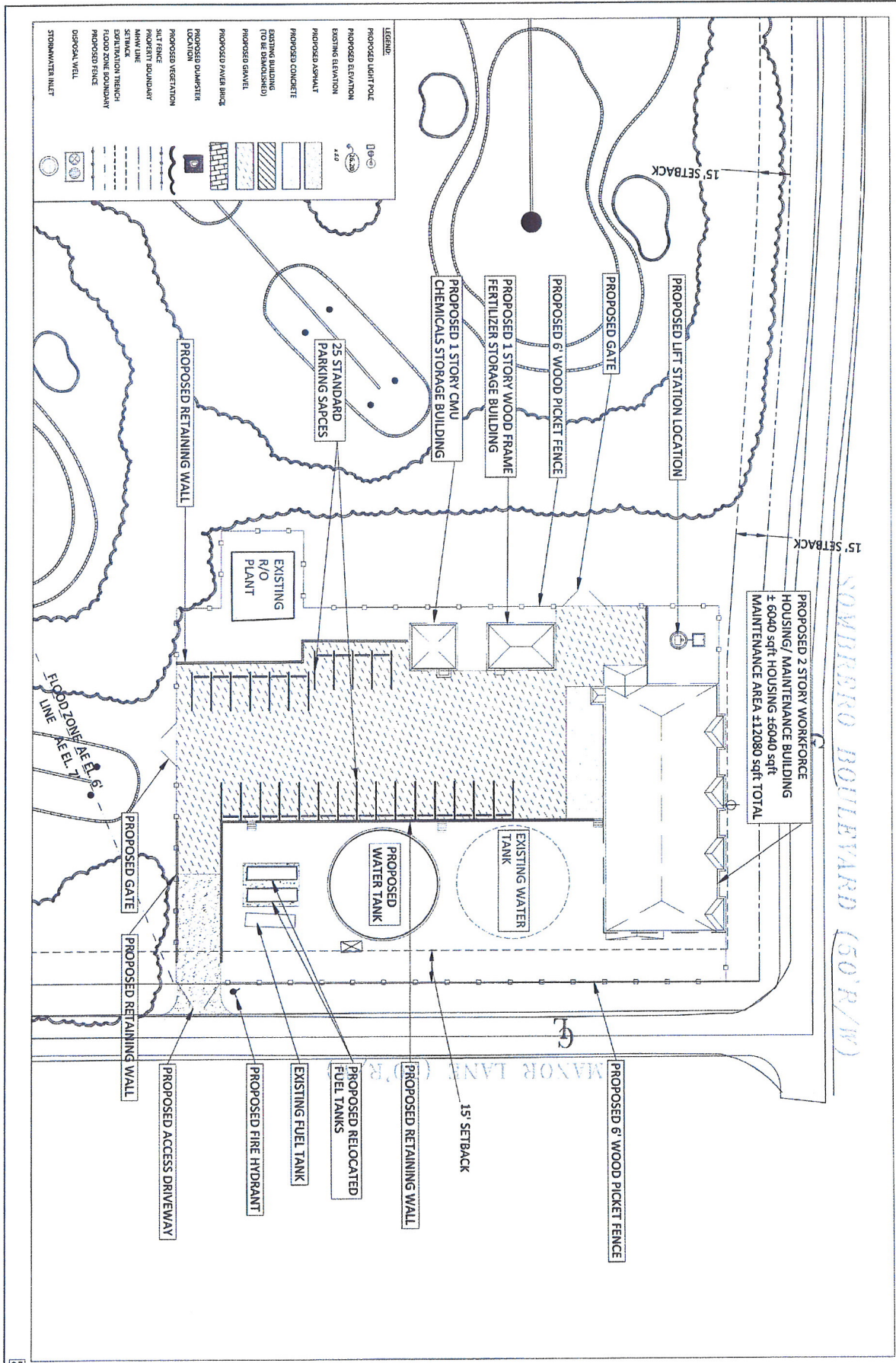
**EXISTING STRUCTURES FOR FLORIDA KEYS RESORT & CLUB**

**WEC** THE WELER ENGINEERING CORPORATION  
 6805 OVERSEAS HWY  
 MARATHON, FLORIDA 33060  
 (305) 289-4161 PH, (305) 289-4162 FAX

Approved By:	ERC	Design:	SIS
Scale:	AS SHOWN	Drawn:	SIS
Job No:	13000001	Checked:	SM
Date Issued:	3/10/2014		

FR 06556





NOT FOR CONSTRUCTION

Description	Revisions

**MAINTENANCE AREA SITE PLAN FOR FLORIDA KEYS RESORT & CLUB**

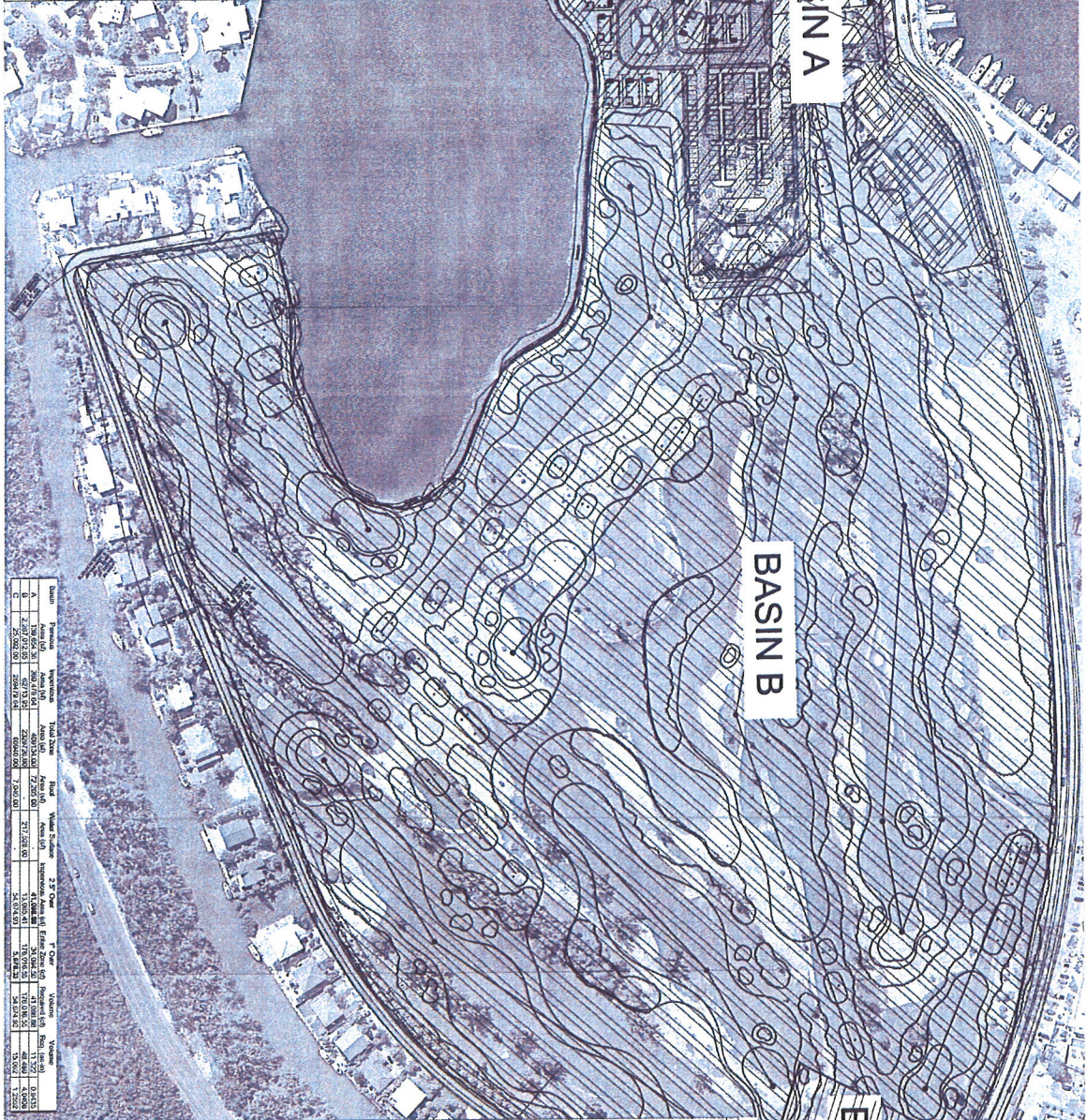
**WEC** THE WEAVER ENGINEERING CORPORATION  
 6805 OVERSEAS HWY  
 MARATHON, FLORIDA 33050  
 (305) 289-4161 PH, (305) 289-4162 FAX  
 EB#6656

Approved By:	ERC	Design:	SIS
Scale:	AS SHOWN	Drawn:	SJA/MM
Job No:	18090.001	Checked:	ERC
Date Issued:	3/10/2014		



**LEGEND**

- PROPOSED LIGHT POLE
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- EXISTING PAVING (TO BE DEMOLISHED)
- PROPOSED GRAVEL
- PROPOSED PAVED BRICK
- PROPOSED DUMPSTER LOCATION
- PROPOSED VEGETATION
- SALT FENCE
- PROPERTY BOUNDARY
- SEWER
- UTILIZATION TRENCH
- FLOOD ZONE BOUNDARY
- PROPOSED FENCE
- DUMPSTER WELL
- STORMWATER INLET

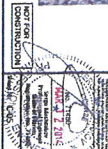
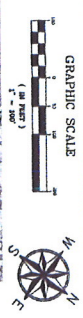


Station	Proposed	Improvement	Total Zone	Road	Volume	2.5' Over	7' Over	Volume	Volume
A	100.00	30.00	130.00	100.00	100.00	100.00	100.00	100.00	100.00
B	200.00	60.00	260.00	200.00	200.00	200.00	200.00	200.00	200.00
C	300.00	90.00	390.00	300.00	300.00	300.00	300.00	300.00	300.00

Basin Data	
Basin A	420,000 sq ft
Basin B	320,000 sq ft
Basin C	220,000 sq ft

Category	Quantity	Unit
Proposed Impervious	1,200,000	sq ft
Proposed Pervious	800,000	sq ft
Proposed Concrete	100,000	sq ft
Proposed Asphalt	200,000	sq ft
Proposed Gravel	100,000	sq ft
Proposed Paved Brick	50,000	sq ft



Description	Revisions

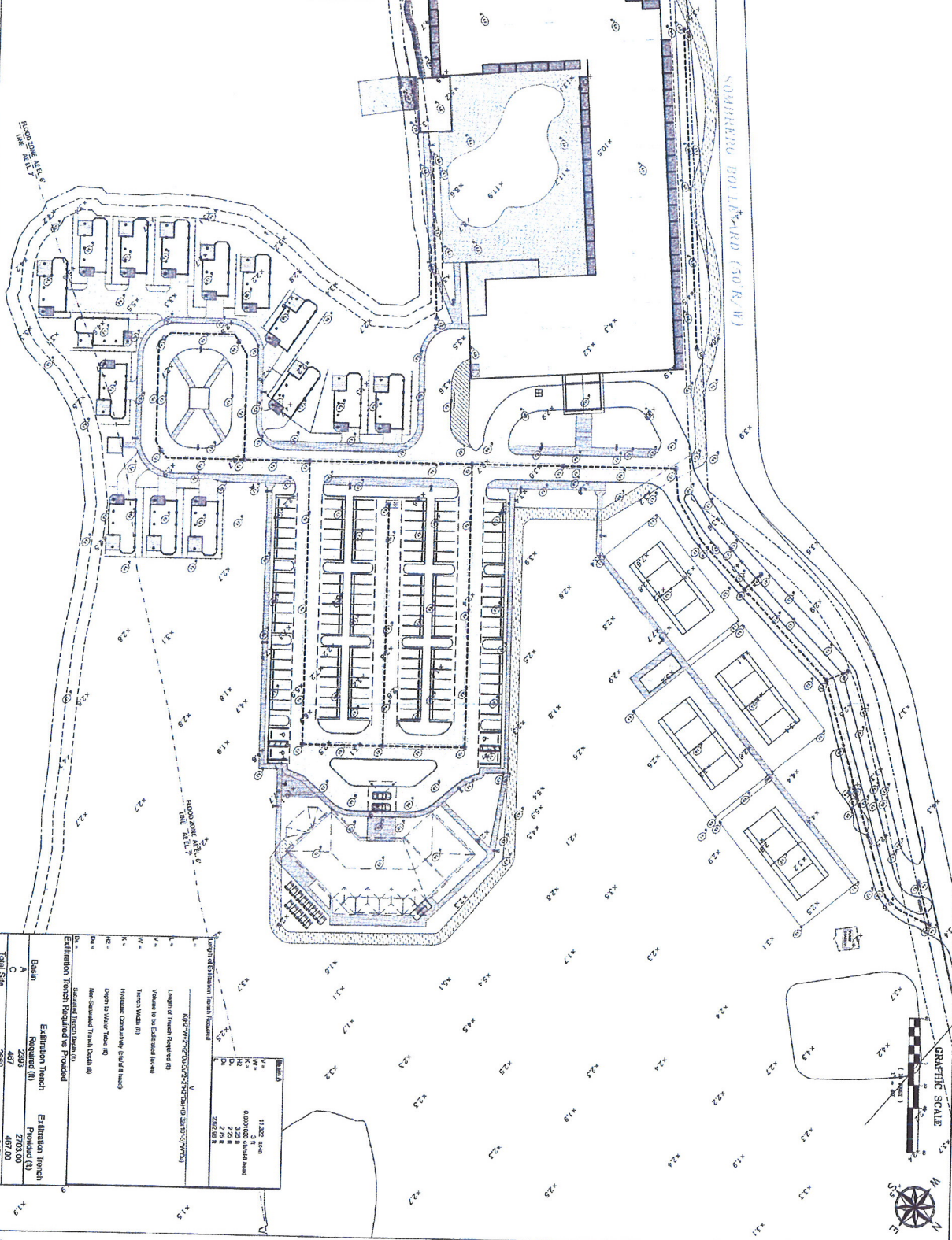
## DRAINAGE BASINS FOR FLORIDA KEYS RESORT & CLUB

**WEC** THE WELER ENGINEERING CORPORATION  
 6805 OVERSEAS HWY  
 MARATHON, FLORIDA 33050  
 (305) 289-4161 PH, (305) 289-4162 FAX

Approved By:	ERIC	Design:	SIS
Scale:	AS SHOWN	Drawn:	SIS
Job No:	130200003	Checked:	SM
Date Issued:	1/28/2014		

EB 06556

- LEGEND:**
- PROPOSED LIGHT POLE
  - PROPOSED ELEVATION
  - EXISTING ELEVATION
  - PROPOSED ASPHALT
  - PROPOSED CONCRETE
  - EXISTING BUILDING (TO BE DEMOLISHED)
  - PROPOSED GRAVEL
  - PROPOSED PAVEMENT
  - PROPOSED DUMPSTER
  - PROPOSED VEGETATION
  - SILT FENCE
  - PROPERTY BOUNDARY
  - RAIL LINE
  - EXISTING TRENCH
  - FLOOD ZONE BOUNDARY
  - PROPOSED FENCE
  - DISPOSAL WELL
  - STORMWATER INLET



Basin	Estimation Trench Required (ft)	Estimation Trench Provided (ft)
A	2595	2703.00
C	497	497.00
<b>TOTAL SITE</b>	<b>2892</b>	<b>3170</b>

Basin	Volume to be Estimated (cu yd)	Volume to be Provided (cu yd)
A	11,302	11,302
C	3,128	3,128
<b>TOTAL SITE</b>	<b>14,430</b>	<b>14,430</b>

Description	Revisions

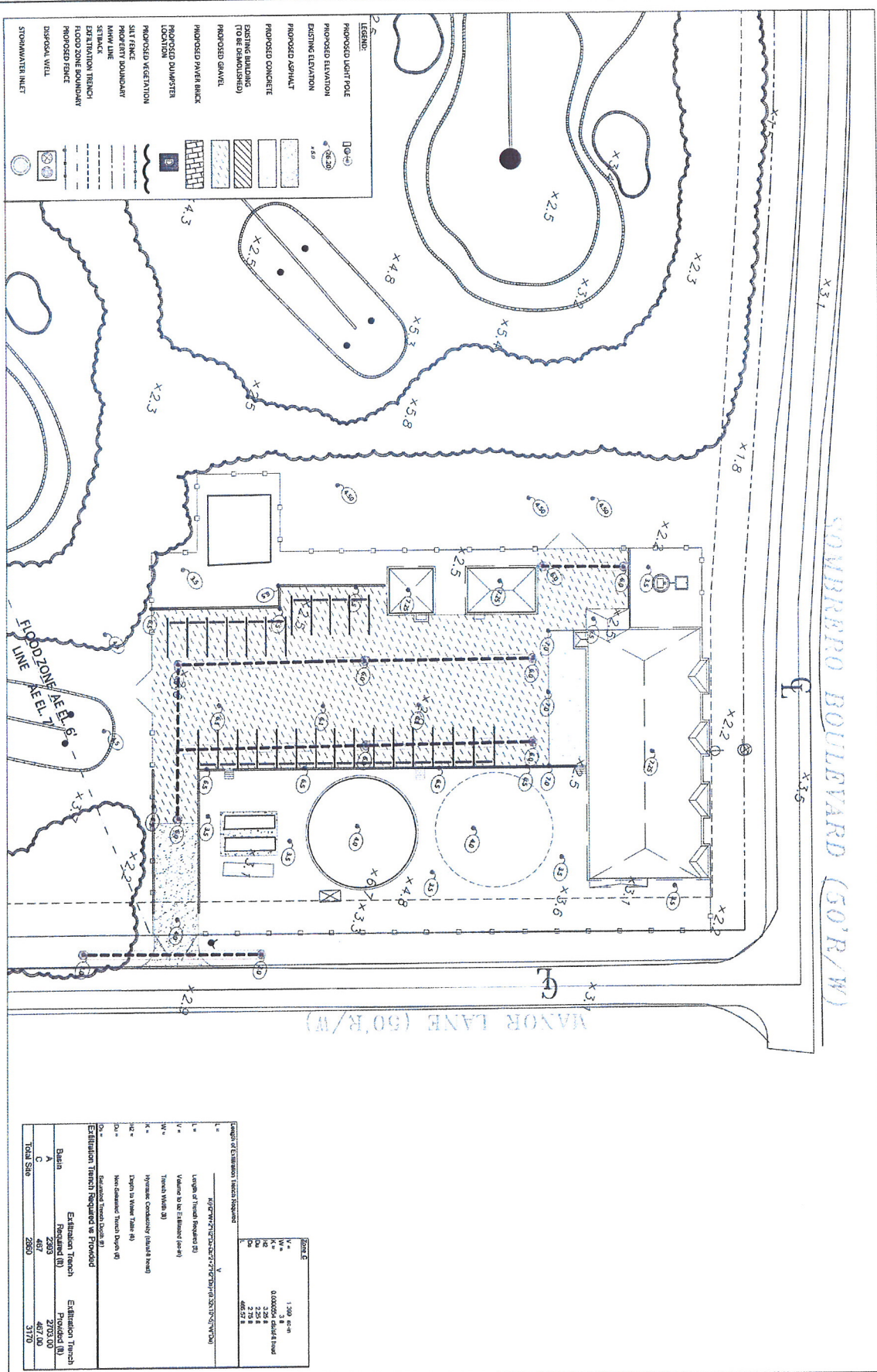
**PROPOSED DRAINAGE & GRADES FOR FLORIDA KEYS RESORT & CLUB**

**WEC** THE WELER ENGINEERING CORPORATION  
 6805 OVERSEAS HWY  
 MARATHON, FLORIDA 33050  
 (305) 289-4161 PH, (305) 289-4162 FAX

Approved By:	ERC	Design:	SIS
Scale:	AS SHOWN	Drawn:	SIS
Job No:	13050.001	Checked:	ERC
Date Issued:	3/10/2014		

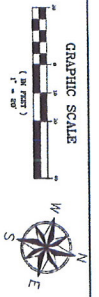


EB #6556



**LEGEND**

- PROPOSED LIGHT POLE
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- EXISTING BUILDING (TO BE DEMOLISHED)
- PROPOSED GRAVEL
- PROPOSED PAVED BRICK
- PROPOSED QUARTER LOCATION
- PROPOSED VEGETATION
- EXISTING VEGETATION
- PROPERTY BOUNDARY
- SETBACK
- EXISTENCE TRENCH
- FLOOD ZONE BOUNDARY
- PROPOSED FENCE
- DISPOSAL WELL
- STORMWATER INLET



Quantity	Description	Unit	Quantity	Description	Unit
1.305	sq-ft	1.305	sq-ft	1.305	sq-ft
3.28	sq-ft	3.28	sq-ft	3.28	sq-ft
2.705	sq-ft	2.705	sq-ft	2.705	sq-ft
467.57	sq-ft	467.57	sq-ft	467.57	sq-ft

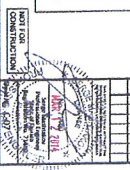
  

Quantity	Description	Unit	Quantity	Description	Unit
2880	Estimation Trench	Linear (ft)	2703.00	Estimation Trench	Linear (ft)
487	Estimation Trench	Linear (ft)	467.00	Estimation Trench	Linear (ft)
2880	Total Site	Linear (ft)	3170	Total Site	Linear (ft)

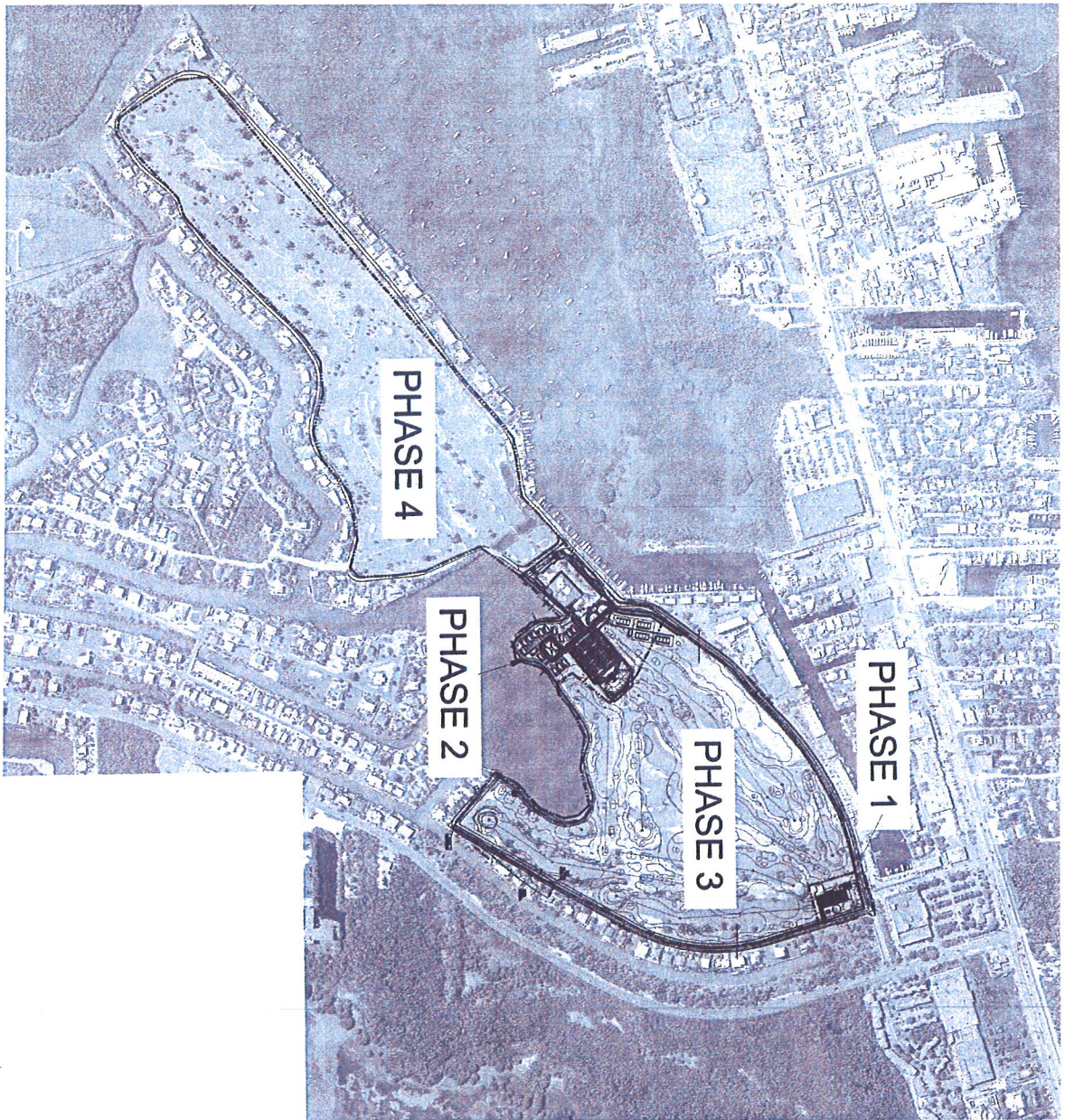
**BASIN C DRAINAGE & GRADING FOR FLORIDA KEYS RESORT & CLUB**

**WEC** THE WGLER ENGINEERING CORPORATION  
 6805 OVERSEAS HWY  
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 (305) 289-4161 PH, (305) 289-4162 FAX

Approved By:	ERC	Design:	SM
Scale:	AS SHOWN	Drawn:	SM
Job No:	13050.001	Checked:	ERC
Date Issued:	3/10/2014		



Description	Revisions



**CONSTRUCTION PHASING:**

**PHASE 1 - MAINTENANCE YARD**

- a) INSTALL PROJECT SIGN, CONSTRUCTION FENCES, BARRICADES, SILT FENCE, AND OTHER BMP's.
- b) CONSTRUCT ALL PROPOSED BUILDINGS AND STRUCTURES.
- c) RELOCATE EQUIPMENT, STORAGE, AND HOUSING FROM EXISTING FACILITIES.

**PHASE 2 - HOTEL, CLUB HOUSE, COTTAGES**

- a) INSTALL CONSTRUCTION FENCES, BARRICADES, SILT FENCE AND OTHER BMP's.
- b) DEMOLISH EXISTING BUILDINGS AND STRUCTURES AS NEEDED TO ACCOMMODATE PROPOSED CONSTRUCTION.
- c) CONSTRUCT ALL IMPROVEMENTS AS SHOWN ON PLANS.

**PHASE 3 - GOLF COURSE - FRONT 9**

- a) INSTALL CONSTRUCTION FENCES, BARRICADES, SILT FENCE, AND OTHER BMP's.
- b) PERFORM ALL IMPROVEMENTS PER FINAL GOLF COURSE UPGRADE PLAN.

**PHASE 4 - GOLF COURSE - BACK 9**

- a) INSTALL CONSTRUCTION FENCES, BARRICADES, SILT FENCE, AND OTHER BMP's.
- b) PERFORM ALL IMPROVEMENTS PER FINAL GOLF COURSE UPGRADE PLAN.
- c) REMOVE CONSTRUCTION FENCES, SILT FENCE, AND BMP's.

NOTE: \* PHASE SEQUENCES WILL OVERLAP WITH EACH OTHER

NO CONSTRUCTION



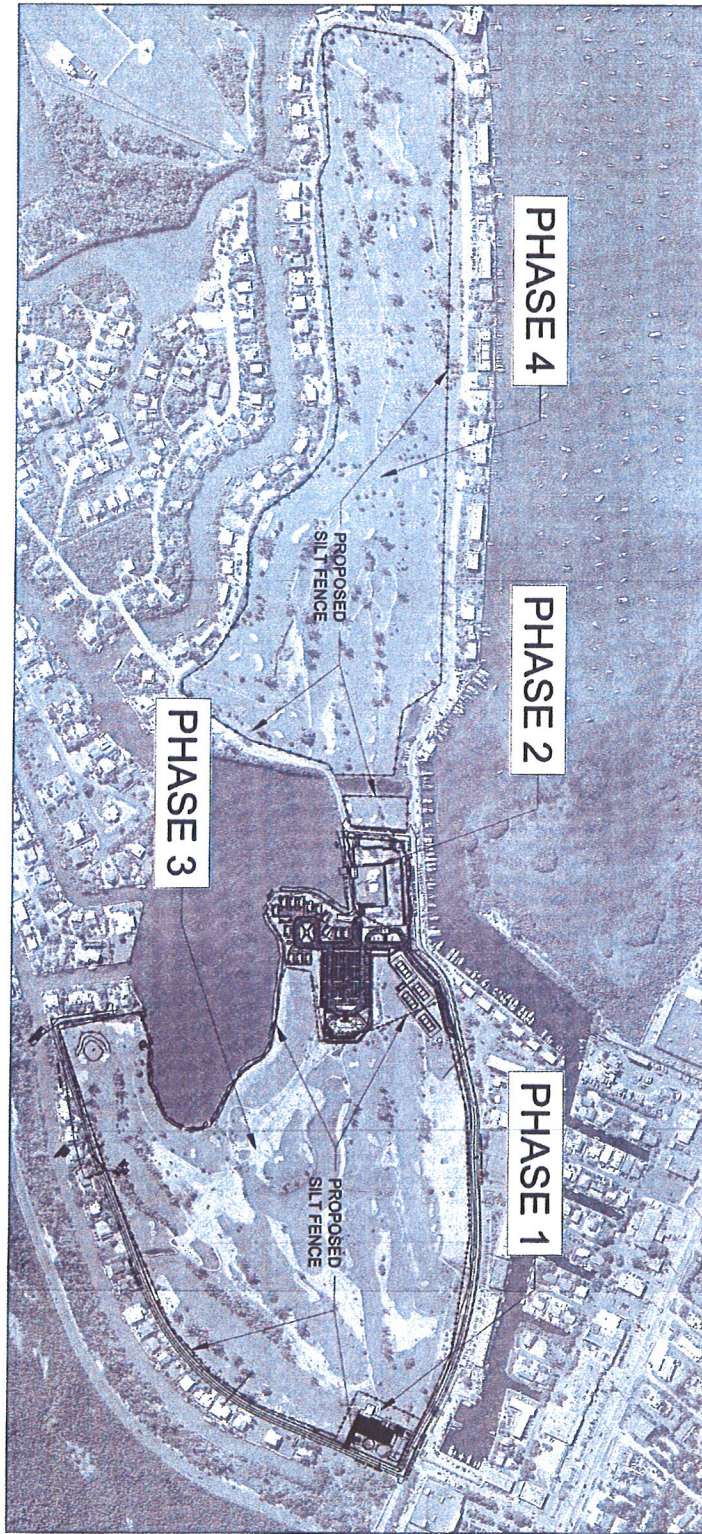
Description	Revisions

**CONSTRUCTION PHASING FOR FLORIDA KEYS RESORT & CLUB**

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Approved By:	ETC	Design:	SM
Scale:	AS SHOWN	Drawn:	SLS
Job No:	13090.001	Checked:	SM
Date Issued:	3/16/2014		

EB #6656



CONSTRUCTION MANAGEMENT AND BMPs:  
 SILT FENCE AND BMPs ARE TO BE INSTALLED AROUND EACH PHASED ZONE AS DEPICTED. PRIOR TO COMMENCEMENT OF CONSTRUCTION IN ACCORDANCE WITH THE DETAILS ON C-08.  
 NOTE - PHASE SEQUENCES WILL OVERLAP WITH EACH OTHER.



NOT FOR CONSTRUCTION



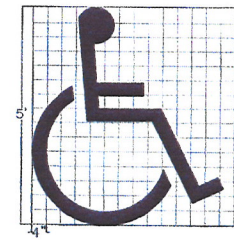
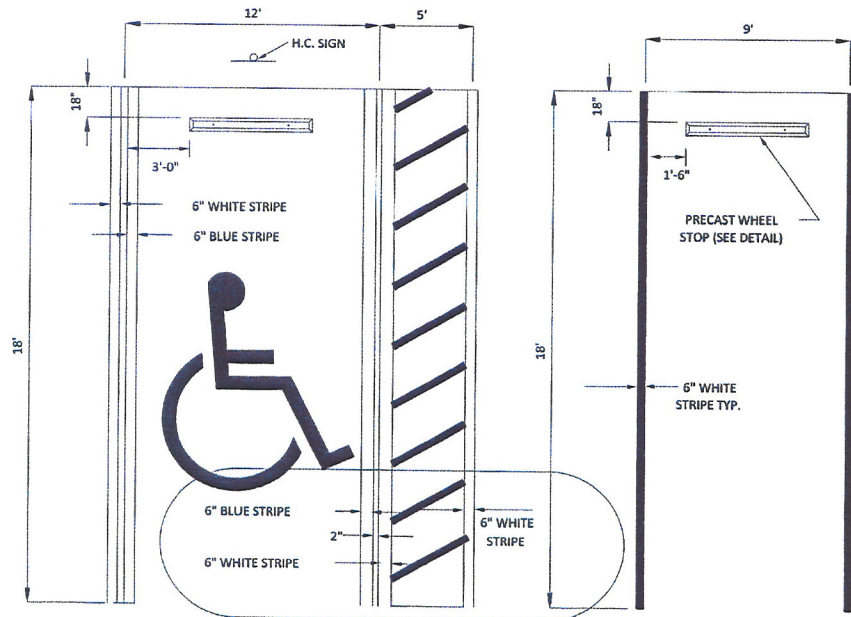
Description	Revisions

**CONSTRUCTION MANAGEMENT FOR FLORIDA KEYS RESORT & CLUB**

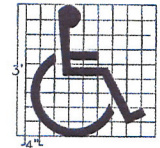
**WEC** THE WELLER ENGINEERING CORPORATION  
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Approved By:	ERIC	Design:	SJS
Scale:	AS SHOWN	Drawn:	SJS
Job No:	13090.001	Checked:	SM
Date Issued:	3/10/2014		





NOTE: PAINT SYMBOL BELOW ONTO PAVED SURFACE WITH 2 COATS OF TRAFFIC WHITE PAINT, MANUF. AS PER DEPT. OF TRANSPORTATION SPEC.

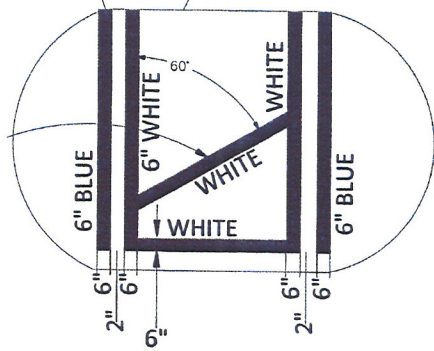


USE OF PAVEMENT SYMBOL IN ACCESSIBLE PARKING SPACES IS OPTIONAL, WHEN USED THE SYMBOL SHALL BE 3' OR 5' HIGH AND WHITE IN COLOR.

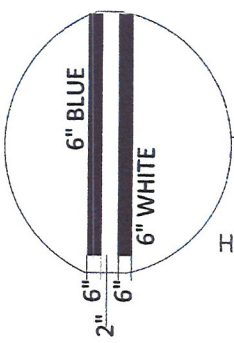
### TYPICAL SYMBOL FOR HANDICAPPED PARKING

NOT TO SCALE

3'-6" WHITE CHEVRONS EQUALLY SPACED PER AISLE.



HANDICAPPED PARKING SPACE



TYPICAL PARKING SPACE

TYPICAL WHEN A STANDARD PARKING SPACE IS NEXT TO A HANDICAPPED PARKING SPACE

## TYPICAL PARKING SPACE DETAILS "FDOT INDEX 17346"

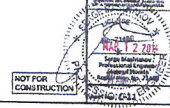
NOT TO SCALE

DESIGN:	DATE:	BY:
AS SHOWN	12/20/2014	CSA
SCALE:	DATE:	BY:
1/8" = 1'-0"	07/12/2014	CSA
JOB NO.:	DATE ISSUED:	

WEC THE WELLS ENGINEERING CORPORATION  
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PARKING SPACE DETAILS FOR FLORIDA KEYS RESORT & CLUB

Revision	Description



NOT FOR CONSTRUCTION



PHASE 2: HOTEL,  
CLUBHOUSE &  
COTTAGE AREA

PHASE 1: MAINTENANCE &  
EMPLOYEE HOUSING AREA

PHASE 3:  
PLEASE SEE SHEET 6-03  
FOR GOLF COURSE  
CONCEPTUAL DESIGN

PARCEL 3 &  
REMANING  
PARCEL 7  
LATE LAKERS GOLF COURSE  
US PATENT

DISTRICT LANDSCAPE  
BUFFER AREAS

**PLANTING PLAN SHEET INDEX:**

- PP-01: MASTER PLANTING PLAN
- PP-02: CITY CODE ANALYSIS
- PP-03: PROPOSED PLANTING PLAN PHASE 2 (HOTEL & CLUBHOUSE)
- PP-04: PROPOSED PLANTING PLAN PHASE 2 (COTTAGES) & PHASE 1 (EMPLOYEE HOUSING)
- PP-05: TRANSPLANTATION PLAN

**MASTER PLANTING PLAN**

SCALE: 1"=100'

**NOTE:**

1. THE INTERIOR OF THE GOLF COURSE WILL PROVIDE PLANTING AREAS FOR ALL MITIGATED TREES AND TRANSPLANTED TREES. THESE LOCATIONS WILL BE DEFINED UPON FINAL GOLF COURSE DESIGN. ADDITIONAL MITIGATION TREES MAY BE REQUIRED DUE TO THE PROPOSED INCREASE IN ELEVATION OF THE GOLF COURSE AREA. UPON RECEIPT OF A FINAL ENVIRONMENTAL REPORT A FINAL TREE MITIGATION PLAN WILL BE DEVELOPED FOR CITY COMMENT AND APPROVAL

**FLORIDA KEYS RESORT AND CLUB**  
4000 SOMBRERO BLVD  
MARATHON, FLORIDA

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Revisions:


Date: 03.14.14  
Scale: As Noted  
File: 13-FKC-001  
Drawn: BM  
Sheet:

**PP-01**

PP-01: CONCEPTUAL MASTER PLANTING PLAN





**PARKING AREA LANDSCAPING**

1. Interior parking lot islands for landscaping have been provided at an average rate of one per every seven parking spaces.
2. A shrub bed has been provided along the exterior of the parking lot to provide screening with proposed hedge material. Height of hedge shall be 36 to 48" with plants spaced at 3' on center.

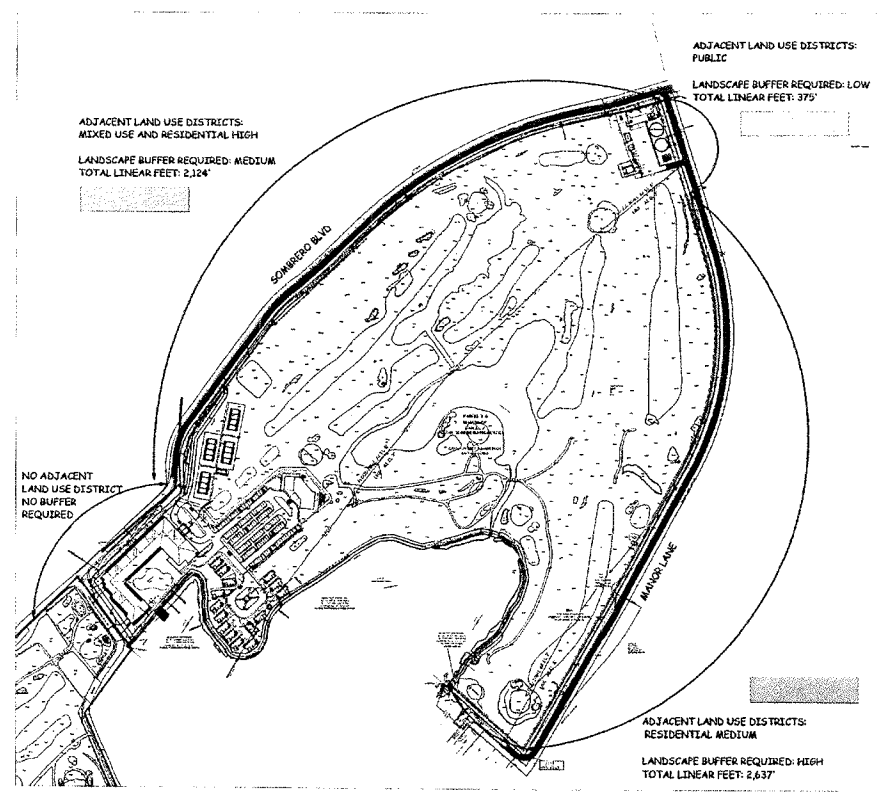
**GENERAL NOTES:**

1. These plans are meant to demonstrate compliance with City Landscape Regulations, as they relate to quantity of Plant Material and buffer location(s). Final Landscape Plans shall be prepared upon completion of the City review for mitigation due to the necessary removal of existing native vegetation pursuant to the Preliminary Environment Assessment completed and submitted as part of the Conditional Use review. A total of 42 trees have been included in these plans to compensate for protected tree species that are scheduled for removal. The mitigation trees are scattered in various locations throughout the site.
2. These plans are not for construction.
3. Final Planting Plan submitted for Building Permit shall demonstrate compliance with xeriscape planting principles as well as identify species quantities.
4. Proposed plant quantities shall either meet or exceed the City of Marathon Landscape Regulations.
5. Planting Plans to demonstrate compliance with the buffer requirements for areas along the Front Nine Golf Course shall be submitted as part of the permitting set. Due to the unique nature of this project, these plans require coordination with the Golf Course designer. Sheet PP-6 - Tree Canopy Plan provides a general detail for layout of the proposed buffer planting. However, final planting design will be completed once the golf course design has been finalized. It is the intention to create view corridors from the adjacent roadways whilst still installing a plant buffer. Furthermore, existing trees shall be utilized to the greatest extent practical; however, until the grading plans have been designed, the use of existing material cannot be determined.

**PLANT PALETTE FOR REQUIRED LANDSCAPING**

CANOPY TREES	Botanical Name	Status
COMMON NAME		
GLIMBO LIMBO	Bursera simaruba	Native
PIGEON PLUM	Coccoloba diversifolia	Native
SILVER BUTTWOOD	Conocarpus erectus sens.	Native
SEAGRAPE	Coccoloba unifera	Native
ROYAL POINCIANA	Delonix regia	Non-native
WILD TAMARIND	Lysidion barisiliqua	Native
JAMAICAN DOGWOOD	Piscidia piscipola	Native
MAHOGANY	Saprotrema mahogani	Native
SATINAEAF	Chrysophyllum oliviforme	Native
LIGANUM VITAE	Glauca saccatum	Native
GREEN BUTTWOOD	Conocarpus erectus	Native
CANOPY PALMS		
BISMARCK PALM	Bismarckia nobilis	Non-native
TRIANGLE PALM	Dypsis decaryi	Non-native
CANARY ISLAND DATE	Phoenix canariensis	Non-native
ALEXANDRA PALM	Pythosperma elegans	Non-native
SENEGAL DATE	Phoenix reclinata	Non-native
ROYAL PALM	Roystonea elata	Native
SABAL PALM	Sabal palmetto	Native
SAW PALMETTO	Serenoa repens	Native
SPINDLE PALM	Hyporhize verschaffelii	Non-native

UNDERSTORY TREES & NON-DECIDUOUS TREES	Botanical Name	Status
COMMON NAME		
JAMAICAN CAPER	Capparis cynophallophora	Native
PITCH APPLE	Clelea rosea	Native
SIMPSON STOPPER	Myrcianthes fragrans	Native
PYGMY DATE PALM	Phoenix roebelenii	Non-native
THATCH PALM	Thrinax radiata	Native
SWEET ACACIA	Acacia farnesiana	Native
FIDDLEWOOD	Citracorydium fruticosum	Native
SHRUBS		
COMMON NAME		
SILVER BUTTWOOD	Conocarpus erectus sericeus	Native
COCOPLUM	Chrysobalanus icaco 'Redtip'	Native
COCOPLUM (dwarf)	Chrysobalanus icaco 'Horizon'	Native
NATAL PLUM	Carissa macrocarpa	Native - flower
FIRE BUSH (dwarf)	Hamelia patens (glabra)	Native - flower
SAW PALMETTO	Serenoa repens	Native - flower
GOLDEN DEWDROP	Duranta repens	Native - flower
COCOPLUM (dwarf)	Chrysobalanus icaco (dwarf)	Non-native
NEGLICE POD	Sophora tomentosa	Native - flower
WILD LIME	Zanthoxylum fagara	Native - flower
BAY CEDAR	Suriana maritima	Native
LOCUSTBERRY	Brysonima lucida	Native
SEA LAVENDER	Tournefortia gnaphalodes	Native
FAKAHATGHEE GRASS	Tripsacum dactyloides	Native
MUFLY GRASS	Muhlenbergia capillaris	Native - flower
KEYS LILY	Hymenocallis leifolia	Native - flower
PROSTRATE PORTERWEED	Stachytarpheta jamaicensis	Native - flower
SEA OXEYE DAISY	Dorrichia frutescens	Native - flower



**DISTRICT BUFFER REQUIREMENT ANALYSIS: PHASES 1 TO 3**

SCALE: 1"= 200'

Location/Length	Canopy Tree	Understory Tree	Non Deciduous	Shrub	Screening
Sombrero Blvd. (Medium) 2,124 LF	85 (4 x 21.24)	43 (2 x 21.24)	43 (2 x 21.24)	340 (16 x 21.24)	No
Manor Lane (Low) 375 LF	8 (2 x 3.75)	23 (6 x 3.75)	0 (0 x 3.75)	23 (6 x 3.75)	No
Manor Lane (High) 2,637 LF	264 (10 x 26.37)	132 (5 x 26.37)	132 (5 x 26.37)	792 (30 x 26.37)	Yes

**CITY CODE ANALYSIS**

SCALE: 1"=200'

**FLORIDA KEYS RESORT AND CLUB**  
 4000 SOMBRERO BLVD  
 MARATHON, FLORIDA

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 mitchellplanningdesign@gmail.com

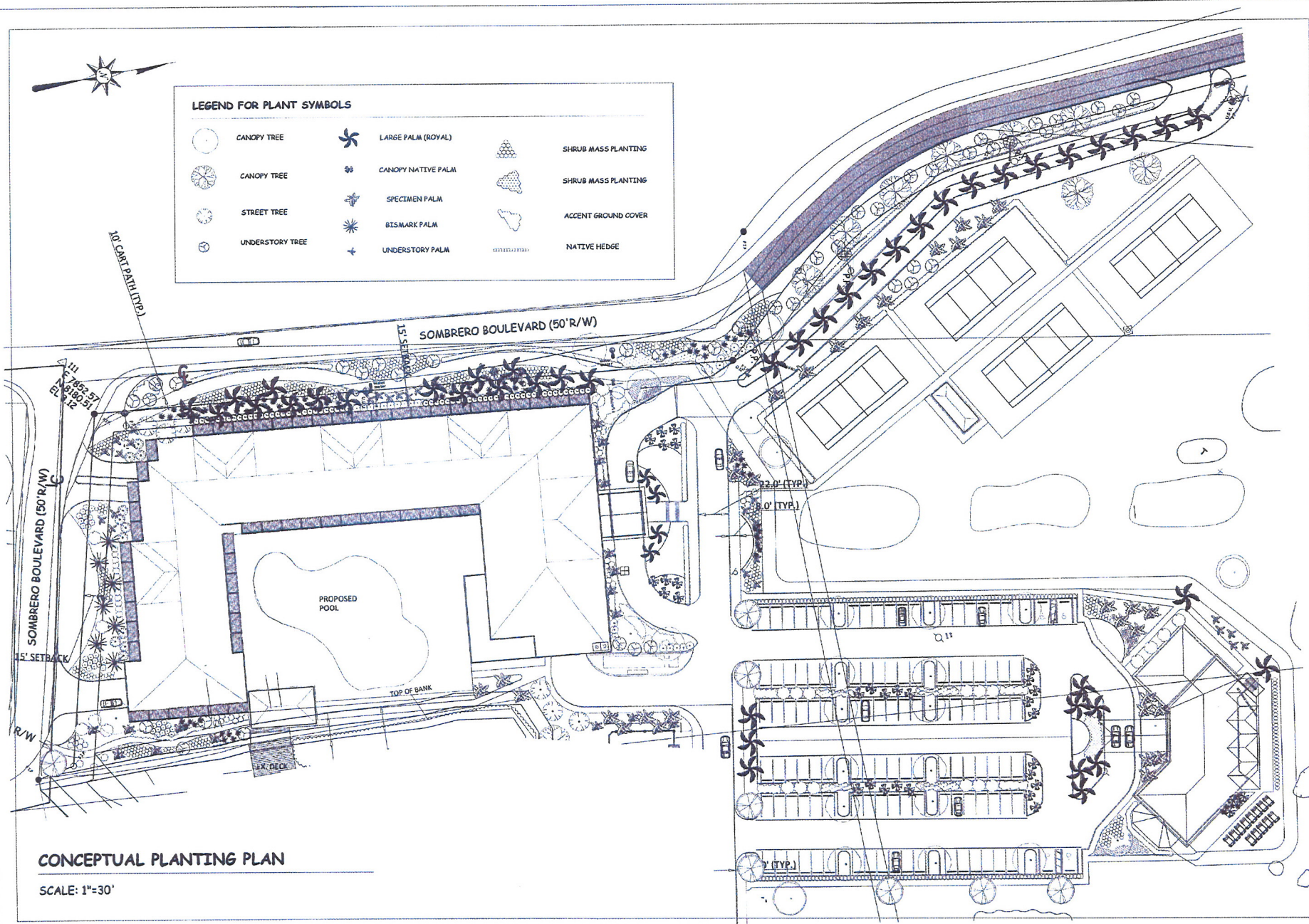
Revisions:


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 Scale: As Noted  
 File: 13-FKC-001  
 Drawn: RM  
 Sheet:  
**PP-02**



**LEGEND FOR PLANT SYMBOLS**

	CANOPY TREE		LARGE PALM (ROYAL)		SHRUB MASS PLANTING
	CANOPY TREE		CANOPY NATIVE PALM		SHRUB MASS PLANTING
	STREET TREE		SPECIMEN PALM		ACCENT GROUND COVER
	UNDERSTORY TREE		BISMARCK PALM		NATIVE HEDGE
			UNDERSTORY PALM		



**CONCEPTUAL PLANTING PLAN**

SCALE: 1"=30'

**FLORIDA KEYS RESORT AND CLUB**  
 4000 SOMBRERO BLVD  
 MARATHON, FLORIDA

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 mitchellplanningdesign@gmail.com

Revisions:

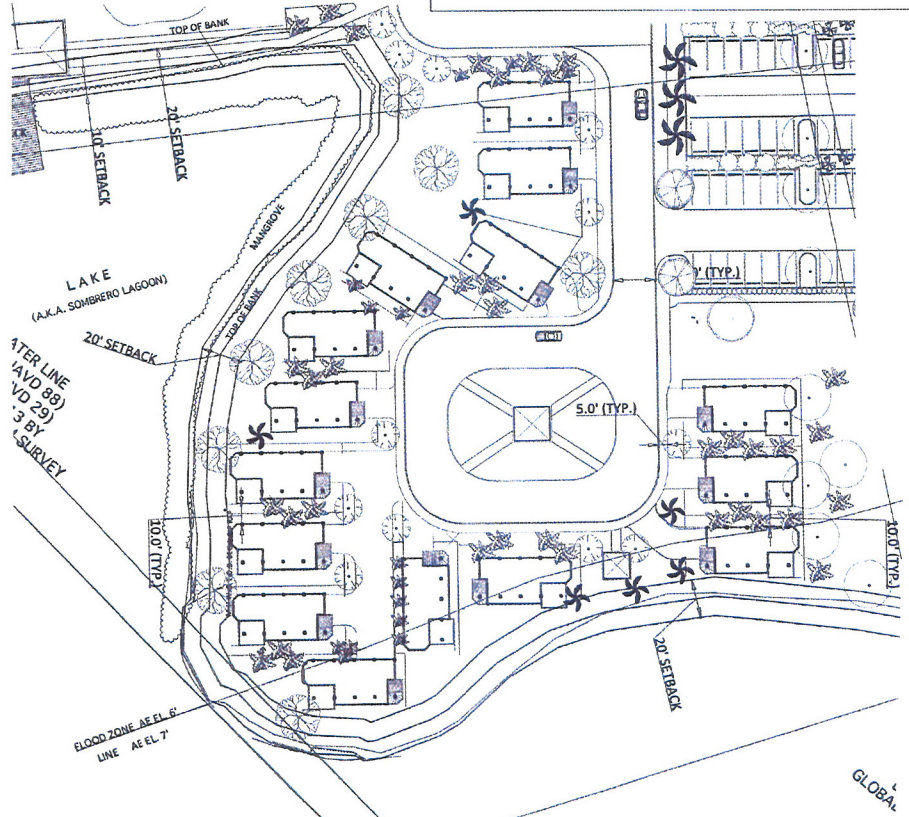

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 Sheet:

PP-03



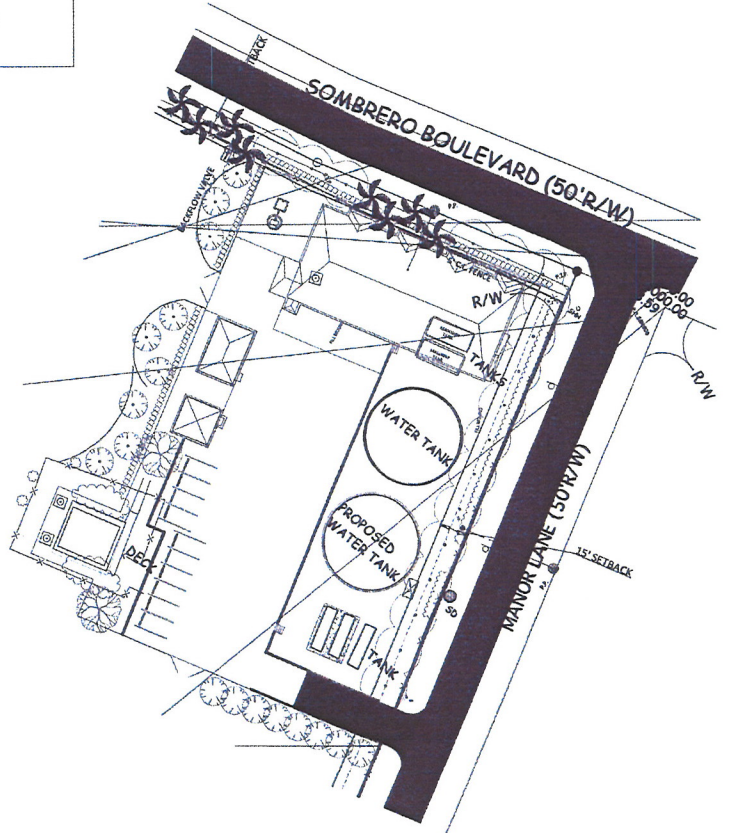
**LEGEND FOR PLANT SYMBOLS**

	CANOPY TREE		LARGE PALM (ROYAL)		SHRUB MASS PLANTING
	CANOPY TREE		CANOPY NATIVE PALM		SHRUB MASS PLANTING
	STREET TREE		SPECIMEN PALM		ACCENT GROUND COVER
	UNDERSTORY TREE		BISMARK PALM		NATIVE HEDGE
			UNDERSTORY PALM		



**CONCEPTUAL TREE PLANTING PLAN COTTAGES**

SCALE: 1"=30'



**CONCEPTUAL TREE PLANTING PLAN MAINTENANCE/  
EMPLOYEE HOUSING AREA**

SCALE: 1"=30'

**FLORIDA KEYS RESORT AND CLUB**  
4000 SOMBRERO BLVD  
MARATHON, FLORIDA

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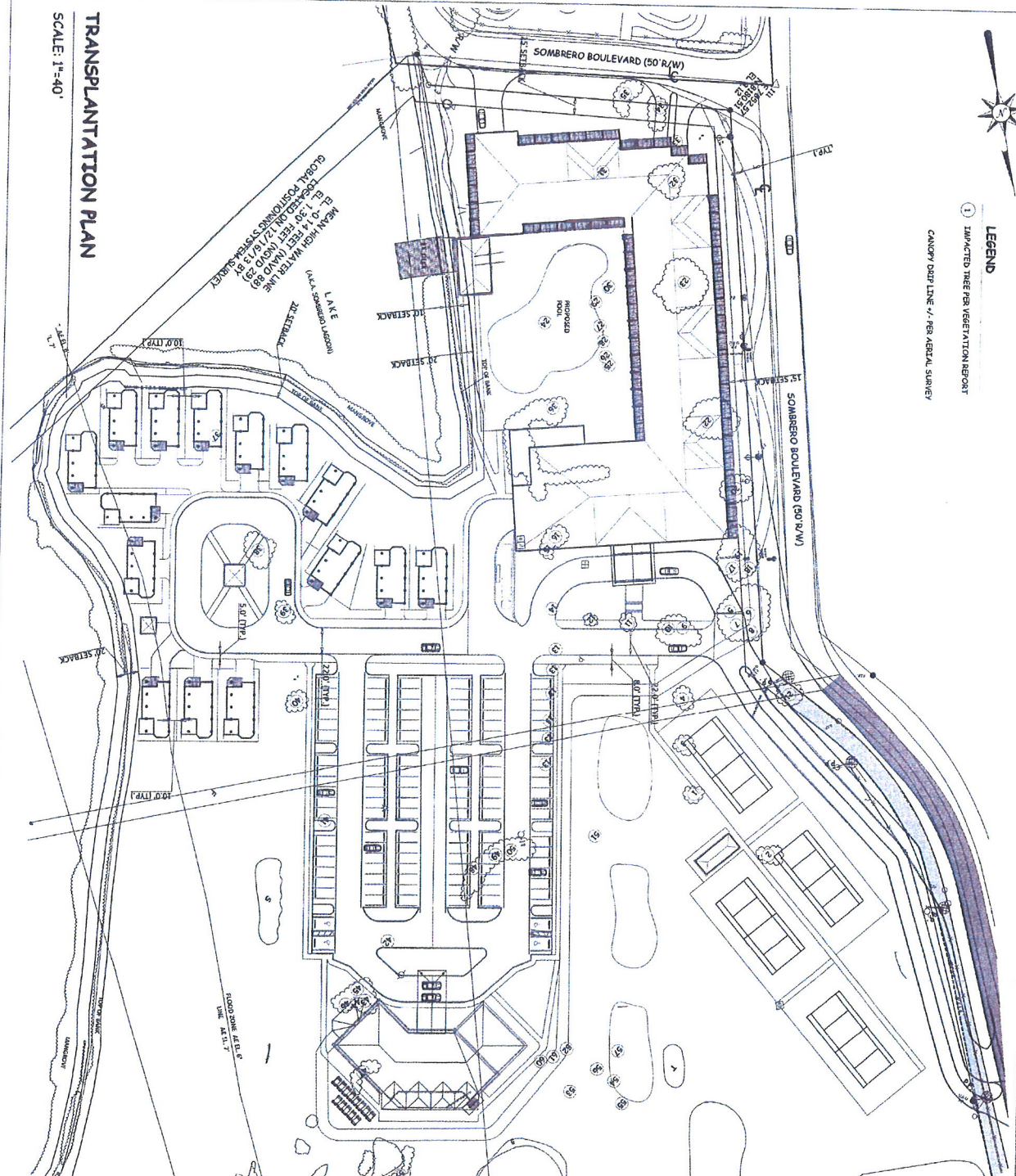

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Scale: As Noted  
File: 13-FKC-001  
Drawn: BM  
Sheet:

PP-04



**LEGEND**

- ① IMPACTED TREE PER VEGETATION REPORT
- CANYON DRAIN LINE - V- FER. AERIAL SURVEY



**TRANSPLANTATION PLAN**

SCALE: 1"=40'

**IMPACTED TREE LIST**

Tree ID/Species	DBH	Comments	Code/Action
1	2	Redwood	Remove/Transplant
2	2	Redwood	Remove/Transplant
3	10	Redwood	Remove/Transplant
4	10	Redwood	Remove/Transplant
5	22	Redwood	Remove/Transplant
6	22	Redwood	Remove/Transplant
7	22	Redwood	Remove/Transplant
8	22	Redwood	Remove/Transplant
9	22	Redwood	Remove/Transplant
10	22	Redwood	Remove/Transplant
11	22	Redwood	Remove/Transplant
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22	22	Redwood	Remove/Transplant
23	22	Redwood	Remove/Transplant
24	22	Redwood	Remove/Transplant
25	22	Redwood	Remove/Transplant
26	22	Redwood	Remove/Transplant
27	22	Redwood	Remove/Transplant
28	22	Redwood	Remove/Transplant
29	22	Redwood	Remove/Transplant
30	22	Redwood	Remove/Transplant
31	22	Redwood	Remove/Transplant

**SUMMARY:**

- 31 TREES TO BE RELOCATED ONSITE WITHIN THE GOLF COURSE PLAYING AREA
- 8 THATCH PLANS TO BE RELOCATED ONSITE
- 4 TREES TO BE PROTECTED AND REMAIN IN ORIGINAL LOCATION
- 14 TREES TO BE REMOVED REQUIRING 42 REPLACEMENT TREES PER CITY CODE. THESE 55 SHALL BE PLANNED AS PART OF GOLF COURSE FRONT NINE REDEVELOPMENT

Date: 03.14.14  
 Scale: As Shown  
 File: 13-FRC-001  
 Drawn: BM  
 Sheet:

**PP-05**

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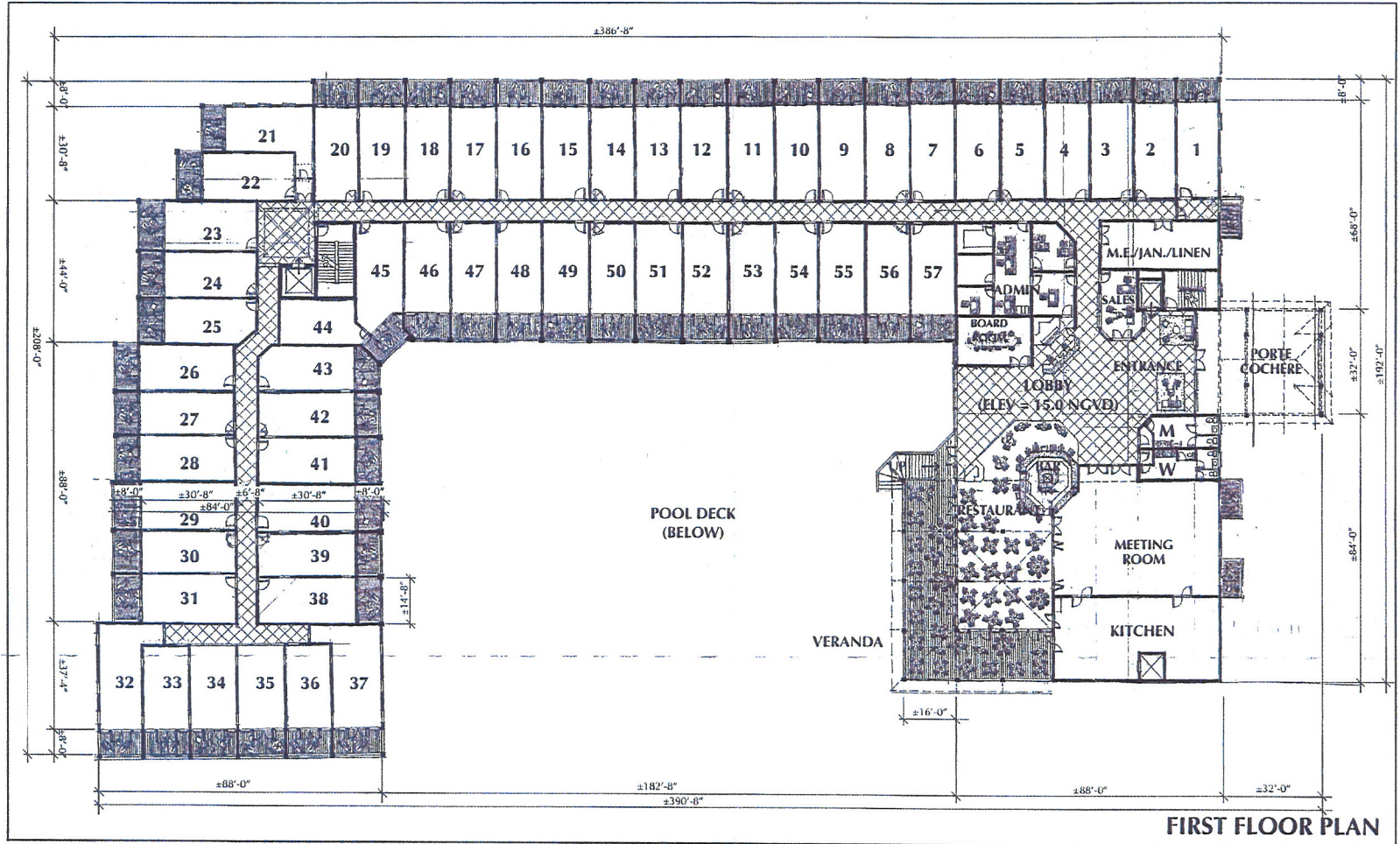
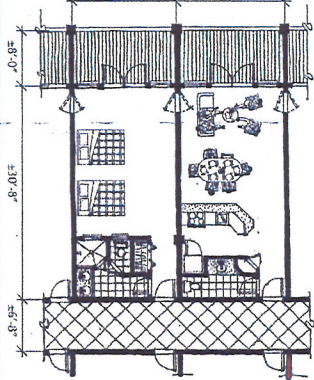
**FLORIDA KEYS RESORT AND CLUB**  
 4000 SOMBRERO BLVD  
 MARATHON, FLORIDA

HOTEL AREAS						
PUBLIC AREAS	± A/C		± Est.		± TOTAL Interior	± TOTAL Est.
	1st Fl.	2nd Fl.	1st Fl.	2nd Fl.		
Lobby BR	1,250				3,250	3,250
Admin. Sales, etc.	2,360	1,850			4,210	6,710
Restaurant	2,000				2,000	2,000
Kitchen	1,500				1,500	1,500
Meeting Room	2,000				2,000	2,000
Veranda			1,680		1,680	1,680
<b>GUEST AREAS</b>	<b>28,940</b>	<b>28,940</b>	<b>6,740</b>	<b>6,740</b>	<b>59,860</b>	<b>13,480</b>
Service A.L.			2,320			
Storage levels TBD						
<b>± TOTAL</b>	<b>41,610</b>	<b>33,790</b>	<b>10,920</b>	<b>6,740</b>	<b>79,400</b>	<b>15,160</b>

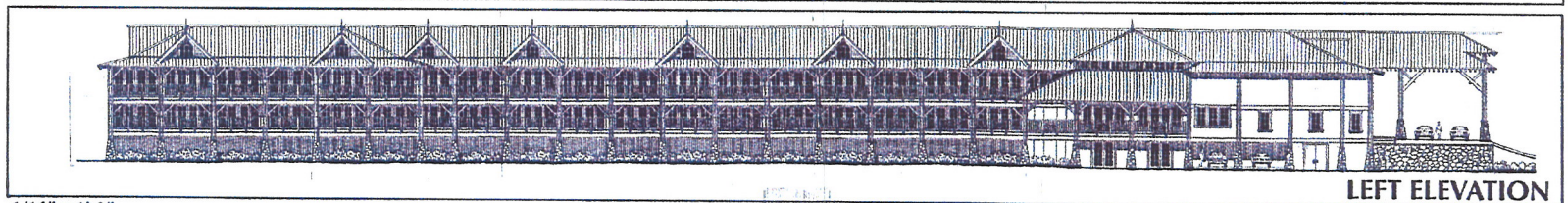
ROOM TYPES		
FLOOR	A	B
1st Fl.	57	
2nd Fl.	38	19
<b>± TOTAL</b>	<b>95</b>	<b>19</b>
	"Sleeping Rooms"	"Living Rooms"

TYPICAL ROOM TYPES

ROOM TYPE	ROOM TYPE
A	B
Standard Room	Living Room
±14'-8"	±14'-8"

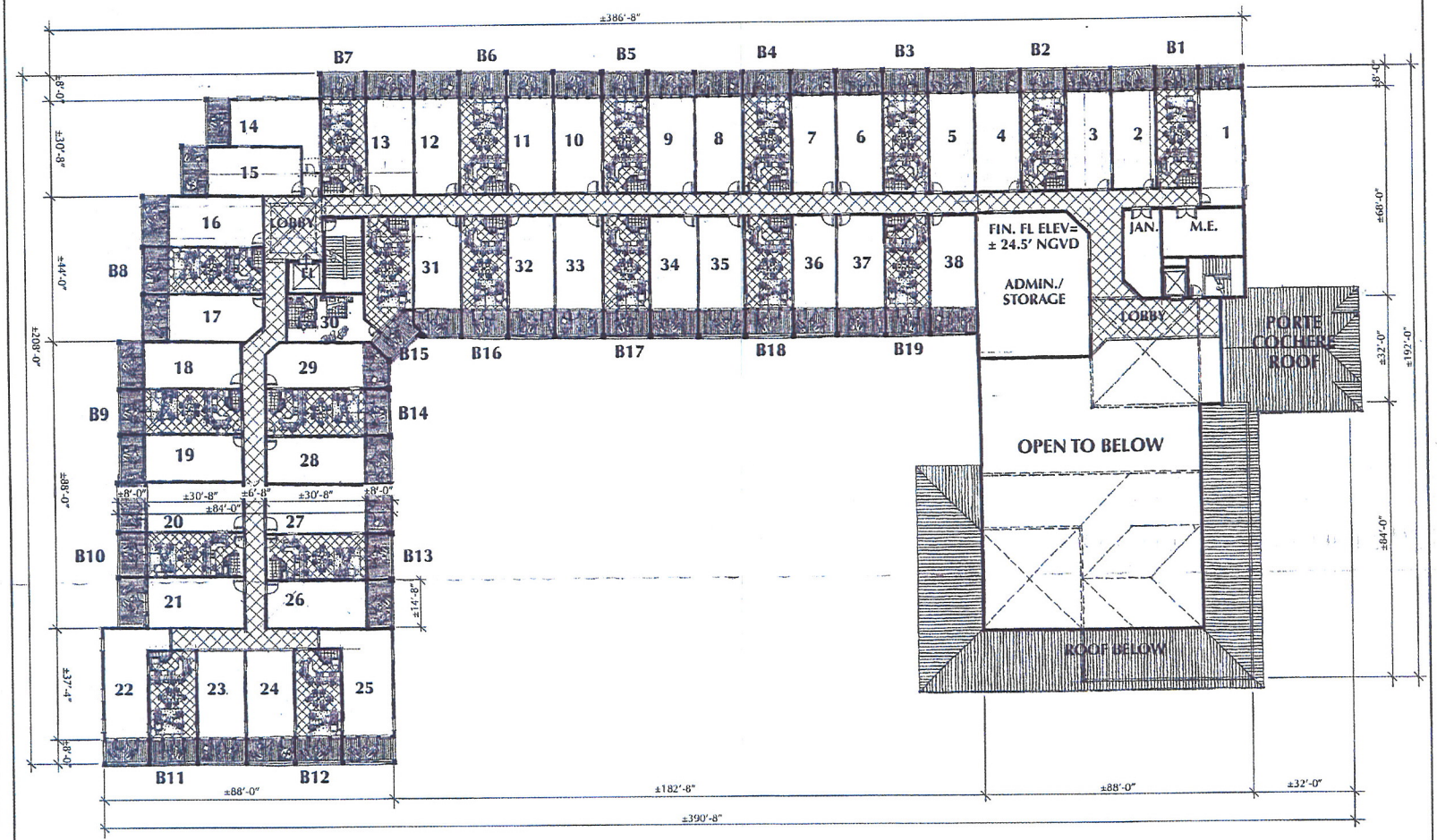


FIRST FLOOR PLAN



LEFT ELEVATION





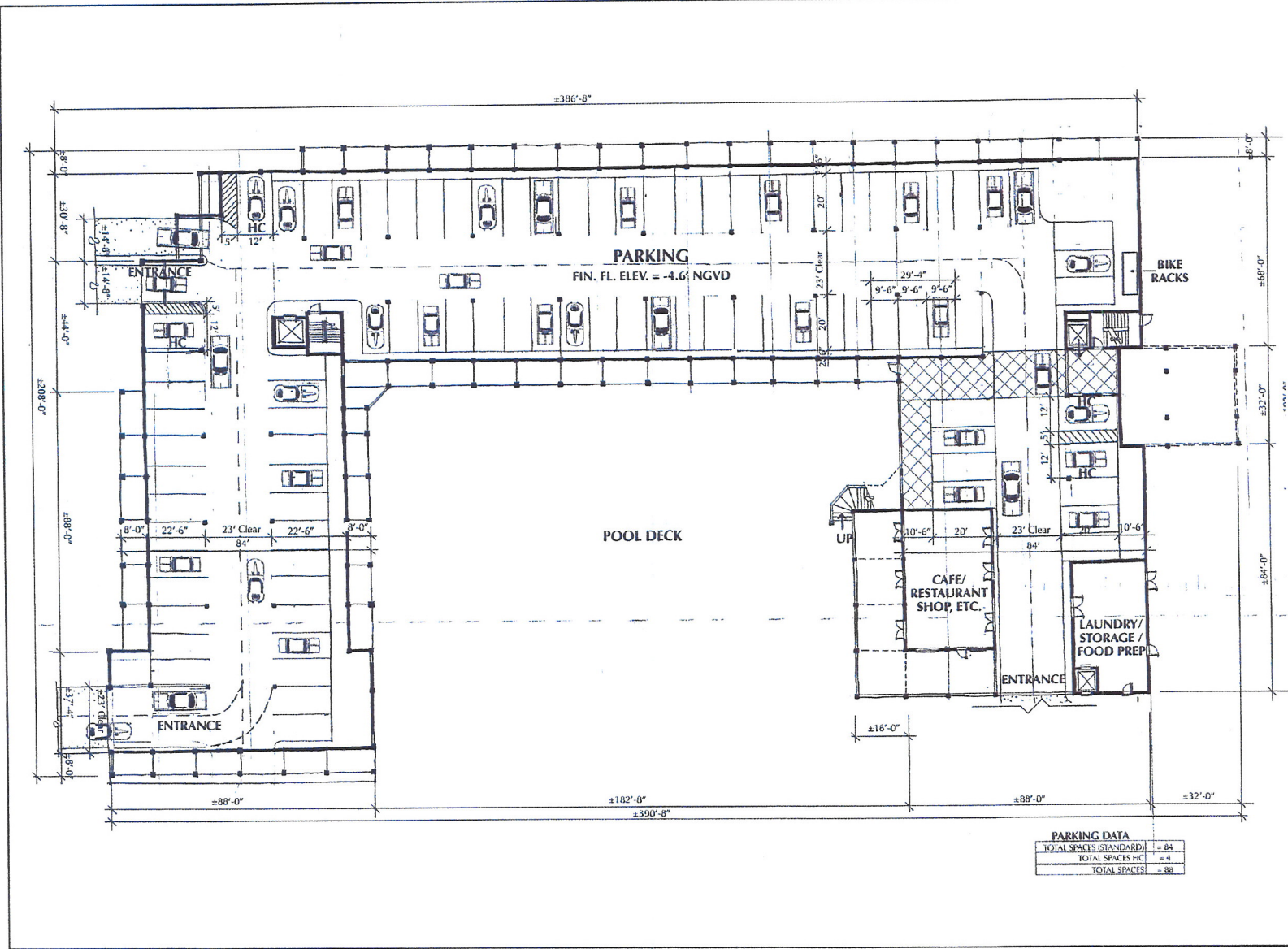
SECOND FLOOR PLAN

1/16" = 1'-0"

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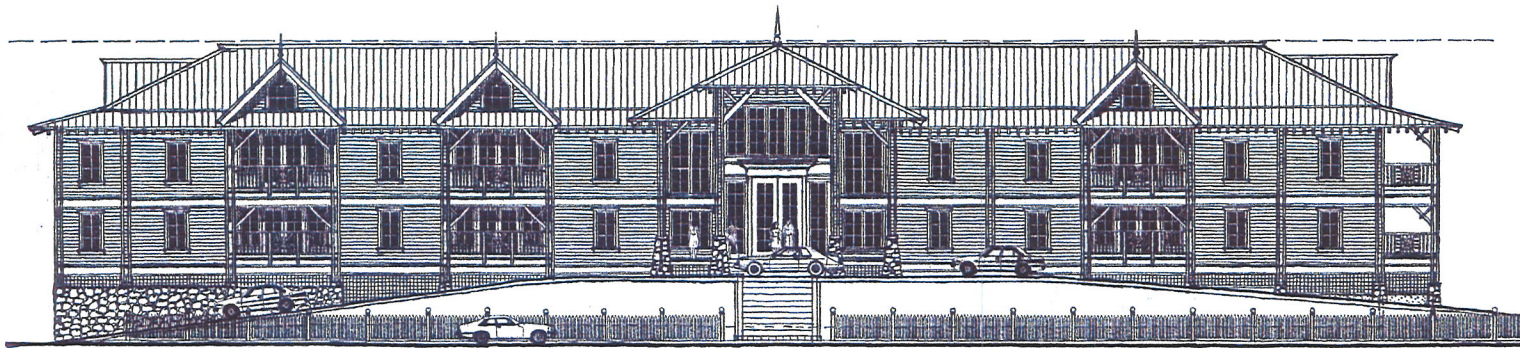
HOTEL **FLORIDA KEYS**  
 Resort and Club  
 2-24-14  
 A-102



**PARKING DATA**

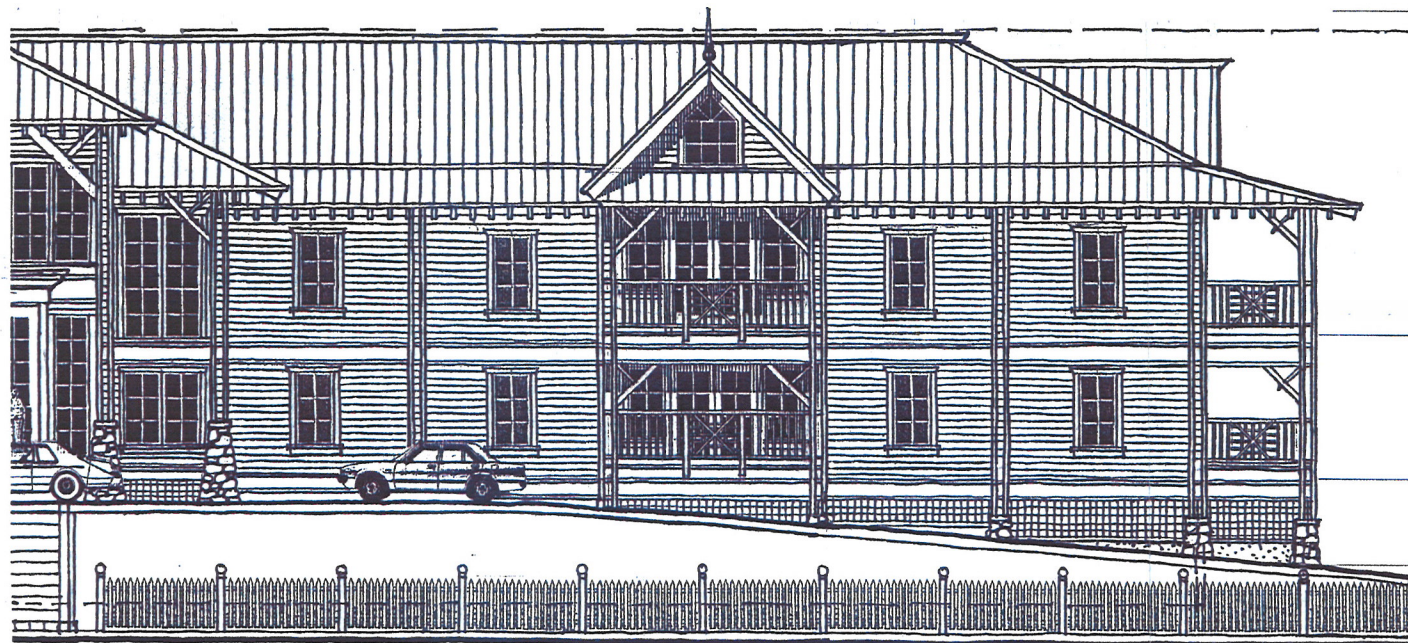
TOTAL SPACES (STANDARD)	= 84
TOTAL SPACES H/C	= 4
TOTAL SPACES	= 88

1/16" = 1'-0"



1/8" = 1'-0"

FRONT (N.E.) ELEVATION



1/4" = 1'-0"

TOP OF ROOF ELEV. = 34.9'	45.5' NGVD
SECOND FLOOR ELEV. = 13.9'	24.5' NGVD
FIRST FLOOR ELEV. = 4.3' HEIGHT	15.0' NGVD
0' AVERAGE EXISTING GRADE PER SURVEY	10.6' NGVD
FLOOD ZONE AE GARAGE FLOOR ELEV. = -4.6'	6.0' NGVD
ELEVATION	0.0' NGVD

37'-0" MAX. HGT.

FRONT ELEVATION DETAIL

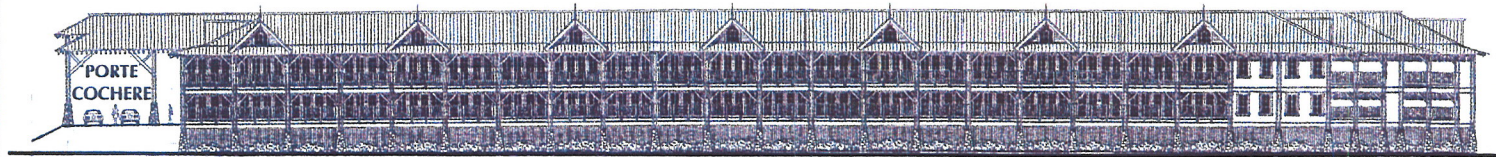
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**HOTEL** **FLORIDA KEYS**  
 Resort and Club

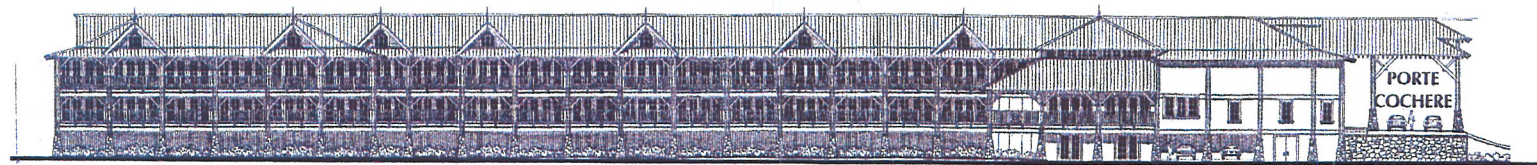
2-24-14  
*A. Walker*  
 A-104





RIGHT (N.W.) ELEVATION

1/16" = 1'-0"

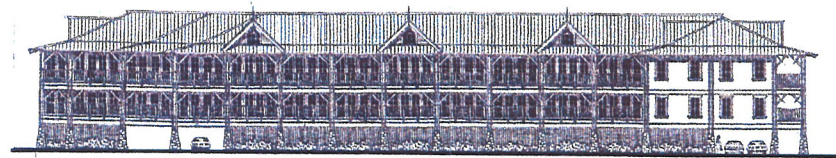


POOL DECK

RESTAURANT PARKING

SERVICE AREA

LEFT (S.E.) ELEVATION



PARKING

PARKING

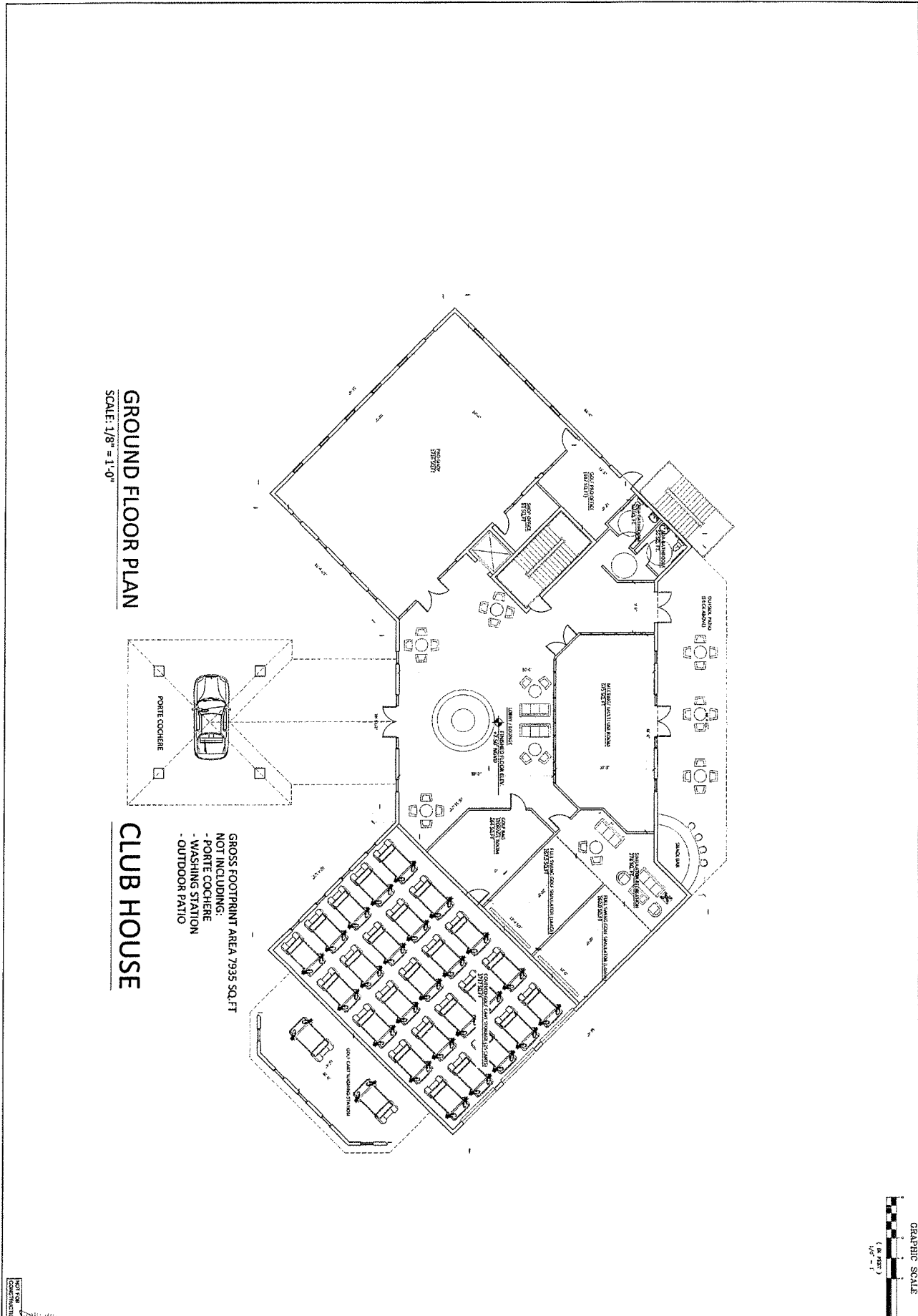
REAR (S.W.) ELEVATION

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HOTEL **FLORIDA KEYS**  
Resort and Club

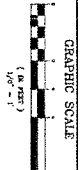
2-24-14  
A-105



**GROUND FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

**CLUB HOUSE**

- GROSS FOOTPRINT AREA 7935 SQ. FT.  
NOT INCLUDING:  
- PORTE COCHERE  
- WASHING STATION  
- OUTDOOR PATIO



Description	Revisions

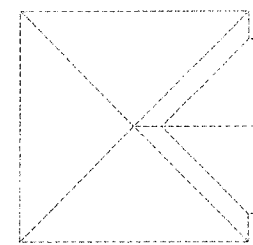
**CLUB HOUSE, GROUND FLOOR FOR FLORIDA KEYS RESORT & CLUB**

**WEC** THE WELER ENGINEERING CORPORATION  
6805 OVERSEAS HWY  
MARATHON, FLORIDA 33050  
(305) 285-4161 PH, (305) 289-4162 FAX

Approved By:	ERC	Design:	SAM
Scale:	AS SHOWN	Drawn:	SAM
Job No:	33050-001	Checked:	ERC
Date Issued:	3/10/2014		

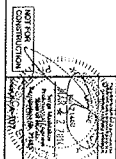
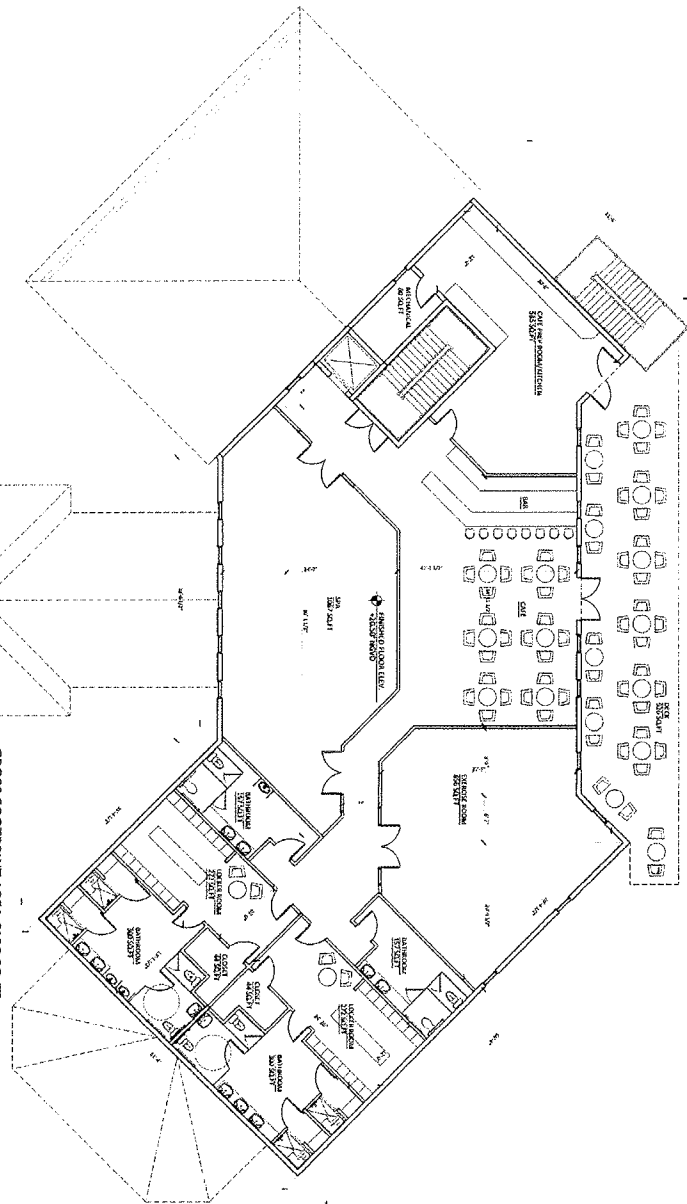
EB #6656

**FIRST FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



**CLUB HOUSE**

GROSS FOOTPRINT AREA 6138 SQ. FT.  
NOT INCLUDING:  
- DECK

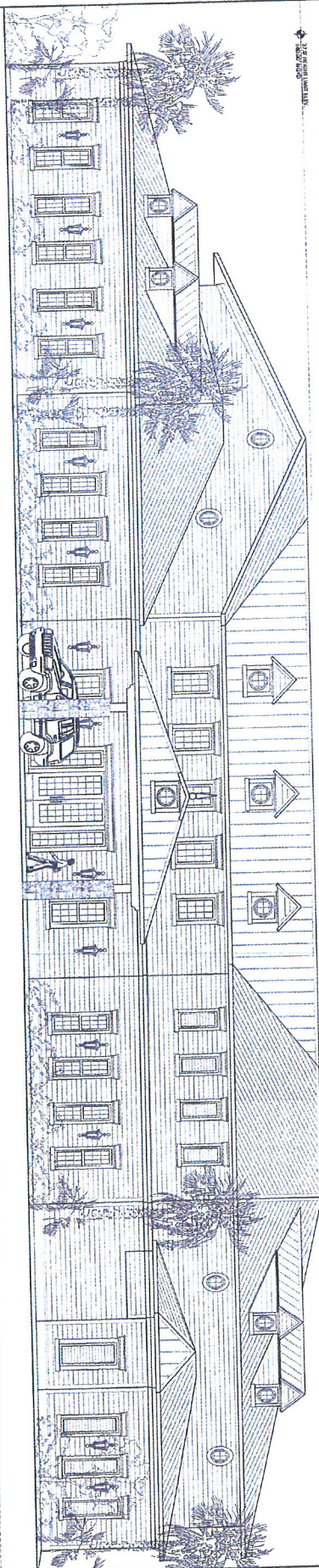


Description	Revisions

**CLUB HOUSE, FIRST FLOOR  
FOR  
FLORIDA KEYS RESORT & CLUB**

**WEC** THE WISLER ENGINEERING CORPORATION  
6805 OVERSEAS HWY  
MARATHON, FLORIDA 33050  
(305) 289-4161 PH, (305) 289-4162 FAX  
EB 8655E

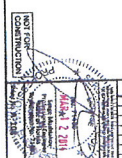
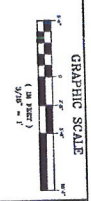
Approved by:	ERIC	Design:	SAM
Scale:	AS SHOWN	Drawn:	SAM
Job No:	13090.001	Checked:	ERIC
Date Issued:	3/10/2014		



**CLUB HOUSE**

**WEST ELEVATION**

SCALE: 3/16" = 1'-0"



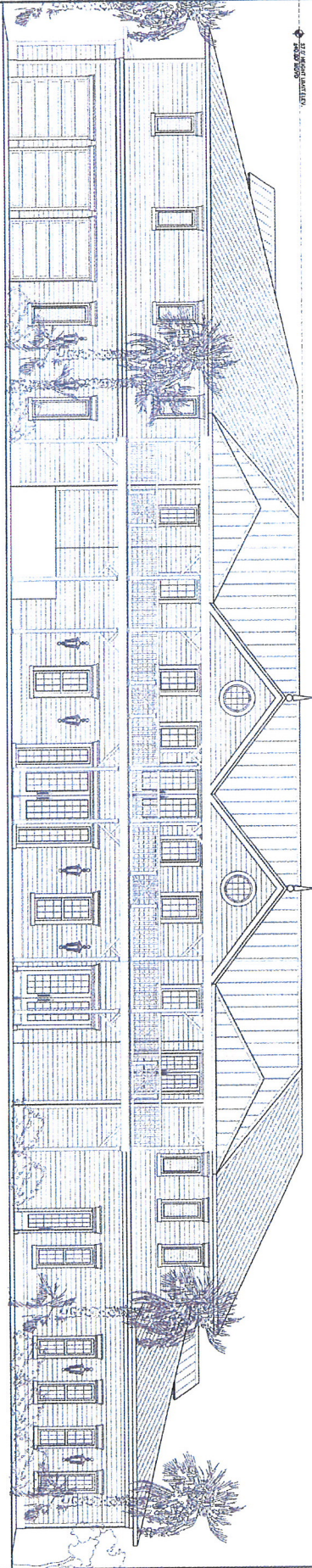
Description	Revisions

**CLUB HOUSE, WEST ELEVATION  
FOR  
FLORIDA KEYS RESORT & CLUB**

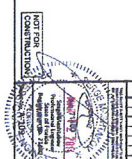
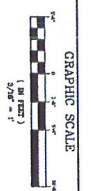
**WEC** THE WELLER ENGINEERING CORPORATION  
6805 OVERSEAS HWY  
MARATHON, FLORIDA 33050  
(305) 289-4161 PH, (305) 289-4162 FAX

Approved By:	ERIC	Design:	SAM
Scale:	AS SHOWN	Drawn:	SAM
Job No:	13090.003	Checked:	ERIC
Date Issued:	3/10/2014		

EB 86656



**CLUB HOUSE**  
**EAST ELEVATION**  
SCALE: 3/16" = 1'-0"



Description	Revisions

**CLUB HOUSE, EAST ELEVATION  
FOR  
FLORIDA KEYS RESORT & CLUB**

**WEC** THE WELER ENGINEERING CORPORATION  
6605 OVERSEAS HWY  
MARATHON, FLORIDA 33050  
(305) 289-4161 PH, (305) 289-4162 FAX

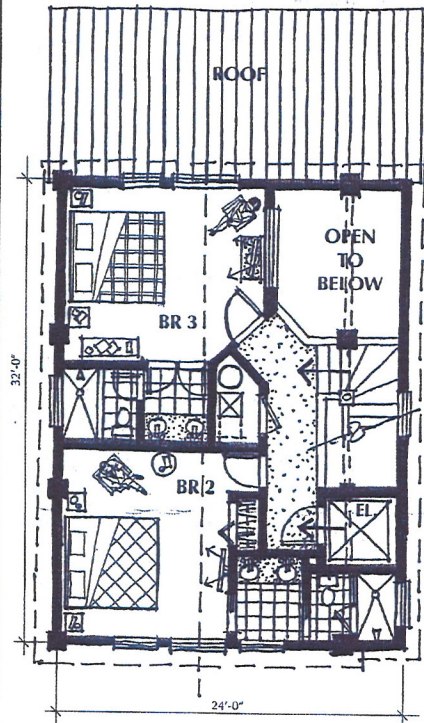
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Job No:	13090.003	Checked:	ETC
Date Issued:	3/15/2014		

ED W655-6

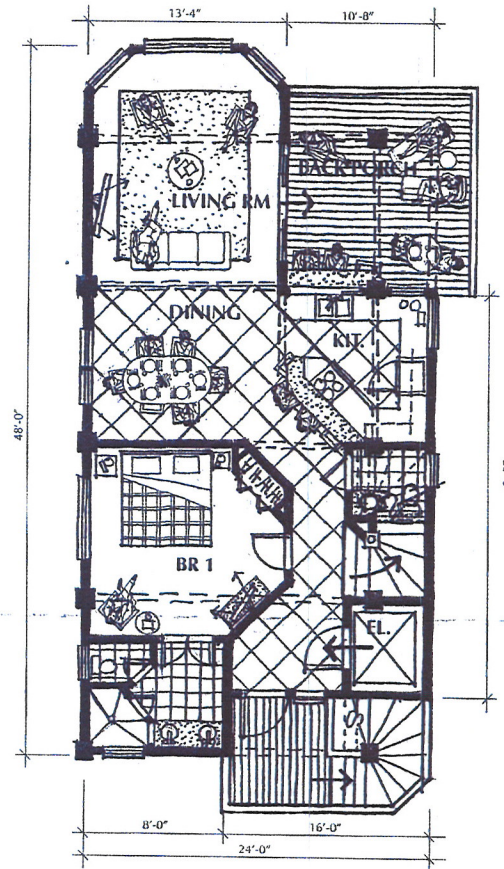


**COTTAGE FLOOR AREAS**

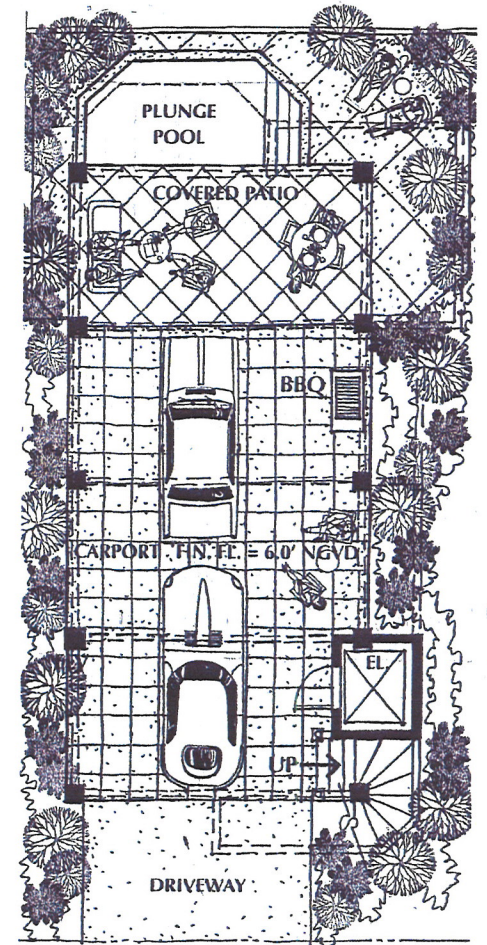
	± A/C	± Ext.	± TOTAL
1st FL	900	254	1,154
2nd FL	595		595
± TOT	1,495	254	1,749



**SECOND FLOOR**



**FIRST FLOOR**



**GROUND FLOOR**

1/4" = 1'-0"

**Gordon Mock A.I.A.**  
ARCHITECT

4275 MARJAH CIRCLE FORT PIERCE, FL 34947  
PH: (772) 418-1888 FAX: (772) 488-8388  
gmock@homes.com concast.net www.lakelifehomes.com

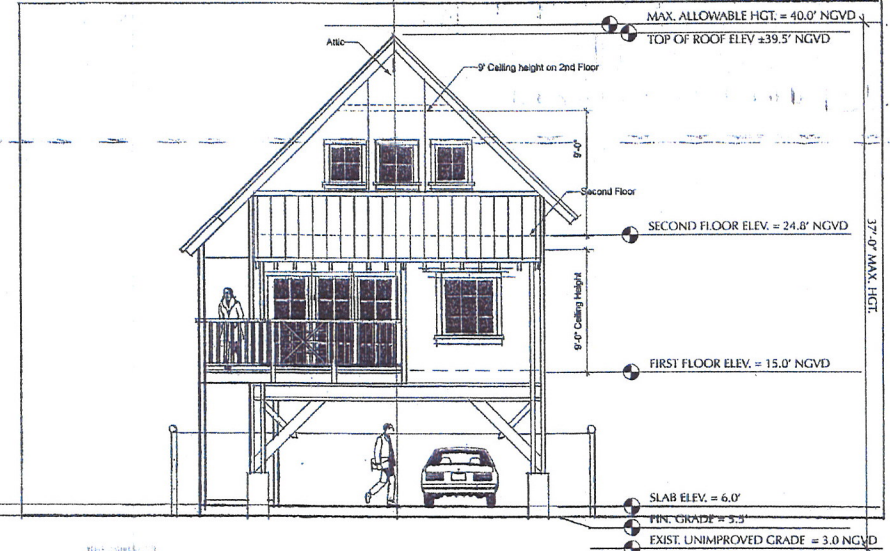
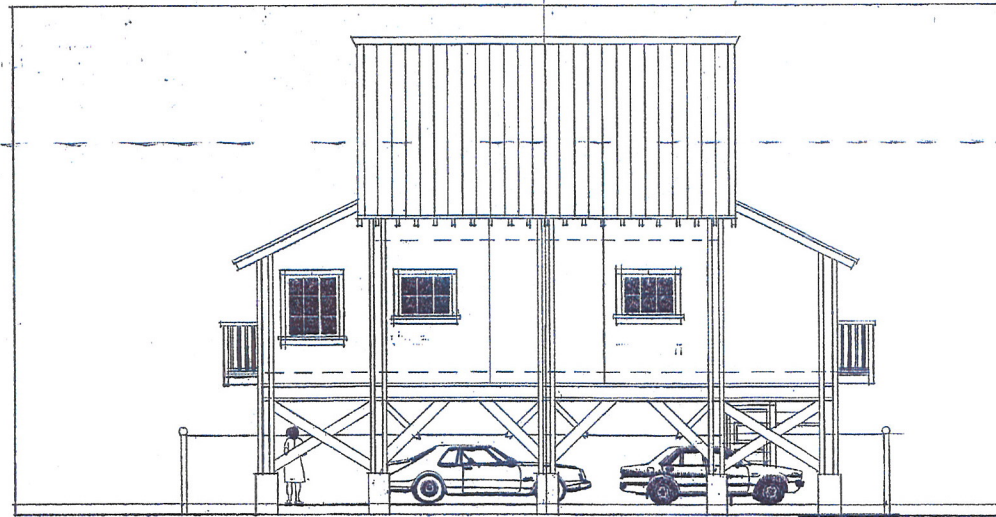
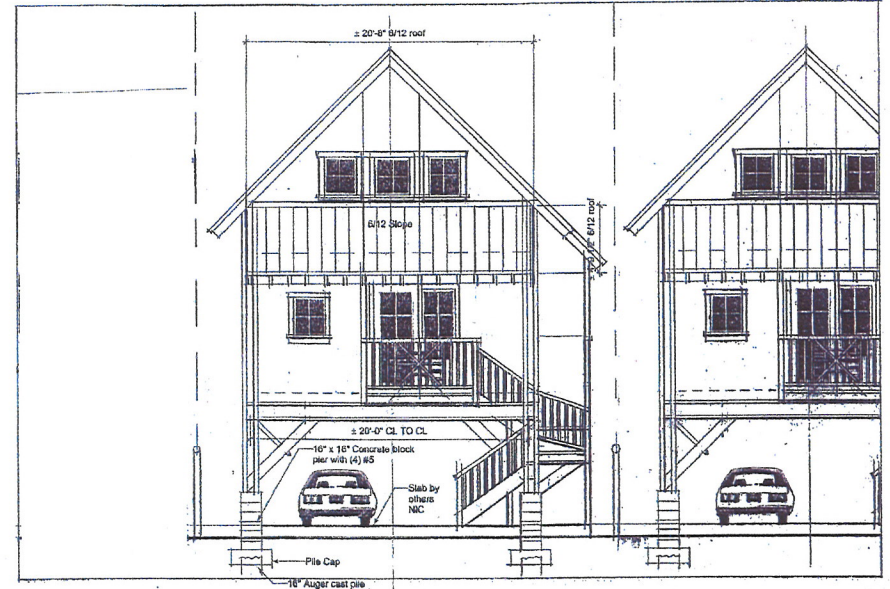
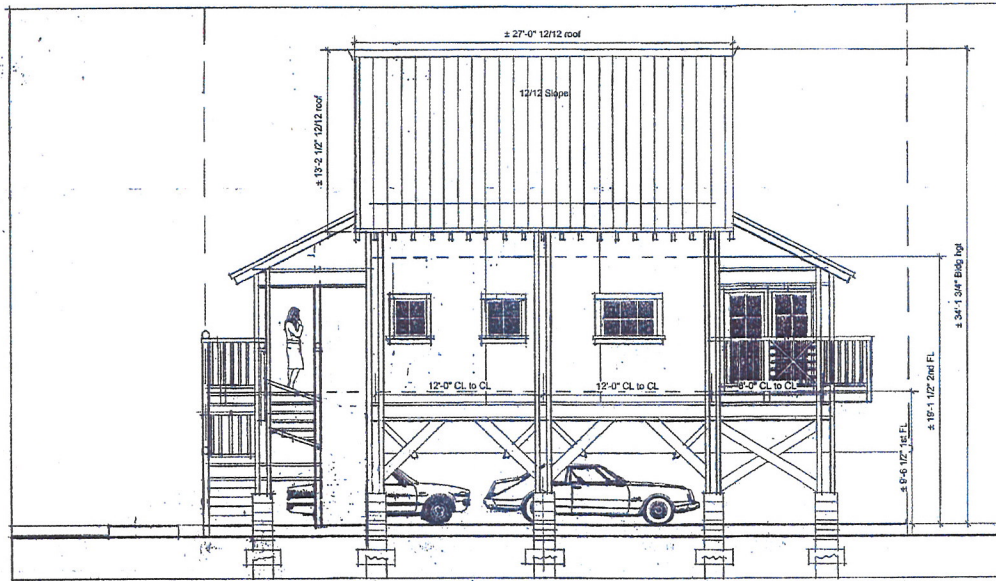


**FLOOR PLANS**

**COTTAGE**

**FLORIDA KEYS**  
Resort and Club

2-24-14  
A-111



**Gordon Mock A.I.A.**  
**ARCHITECT**  
 4878 MARSH CIRCLE  
 FORT PIERCE, FL 34947  
 PH: (772) 464-2888  
 FAX: (772) 468-8368  
 gmock@keyshomes.com  
 www.wendysthames.com



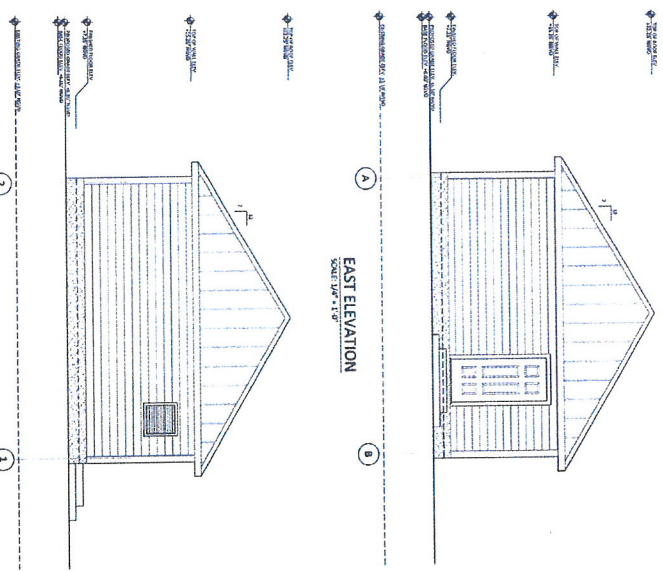
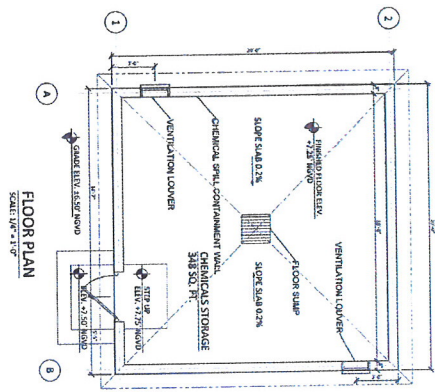
**COTTAGE**

**FLORIDA KEYS**  
 Resort and Club

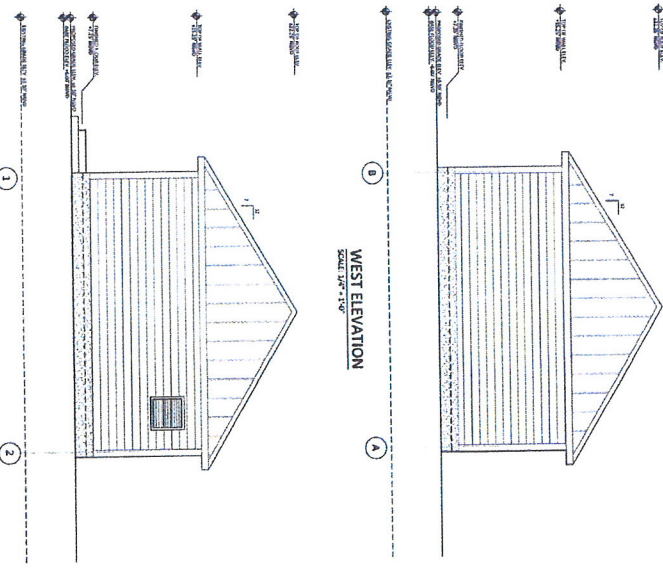
2-24-14  
 A-112

**ELEVATIONS**

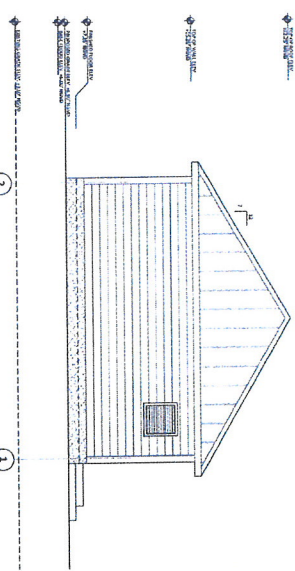




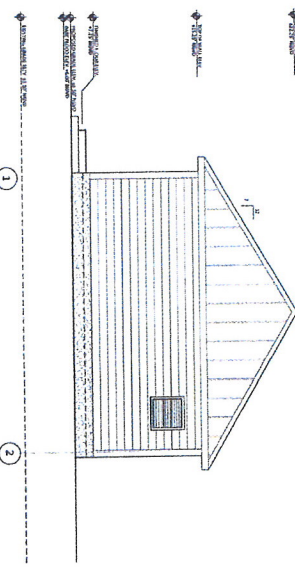
**EAST ELEVATION**  
SCALE 1/4" = 1'-0"



**WEST ELEVATION**  
SCALE 1/4" = 1'-0"



**SOUTH ELEVATION**  
SCALE 1/4" = 1'-0"



**NORTH ELEVATION**  
SCALE 1/4" = 1'-0"

**CHEMICALS STORAGE BUILDING**



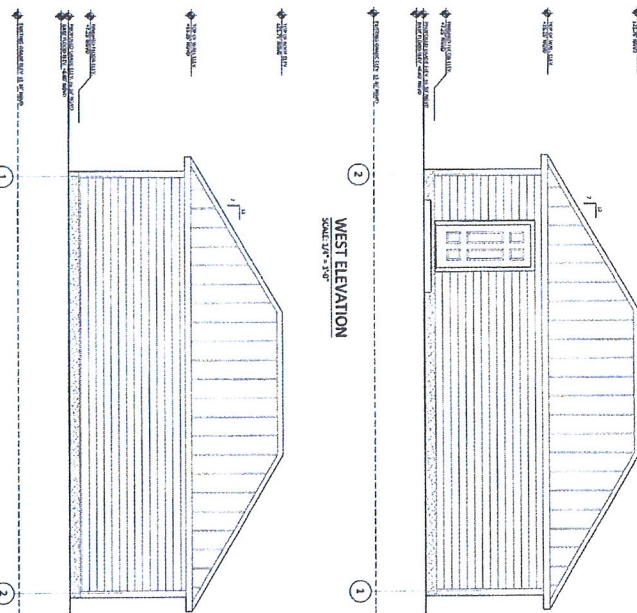
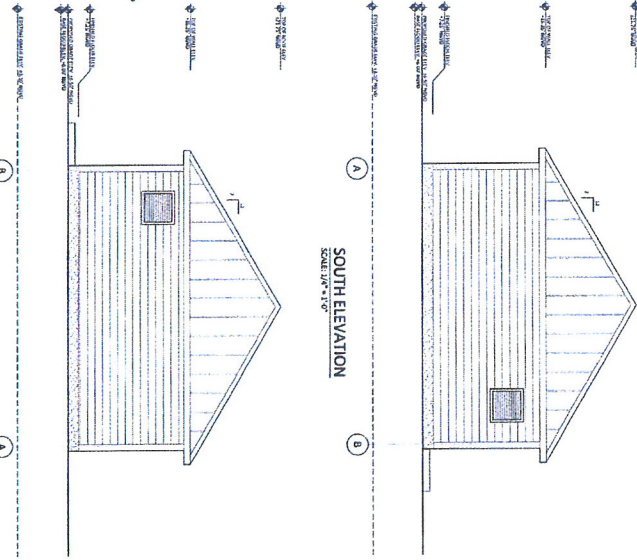
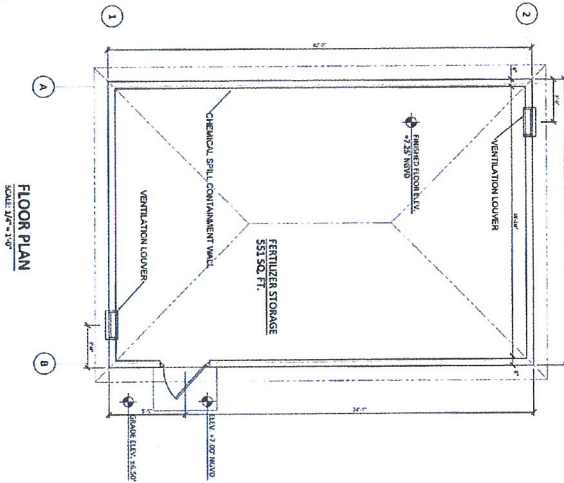
Description	Revisions

**CHEMICALS STORAGE BUILDING FOR FLORIDA KEYS RESORT & CLUB**

**WEC** THE WEILER ENGINEERING CORPORATION  
 6805 OVERSEAS HWY  
 MARATHON, FLORIDA 33050  
 (305) 289-4161 PH, (305) 289-4162 FAX

Approved By:	ERIC	Design:	SAMA
Scale:	AS SHOWN	Drawn:	SAMA
Job No:	13090-001	Checked:	ERIC
Date Issued:	3/16/2014		

EB #6556



FERTILIZER STORAGE BUILDING

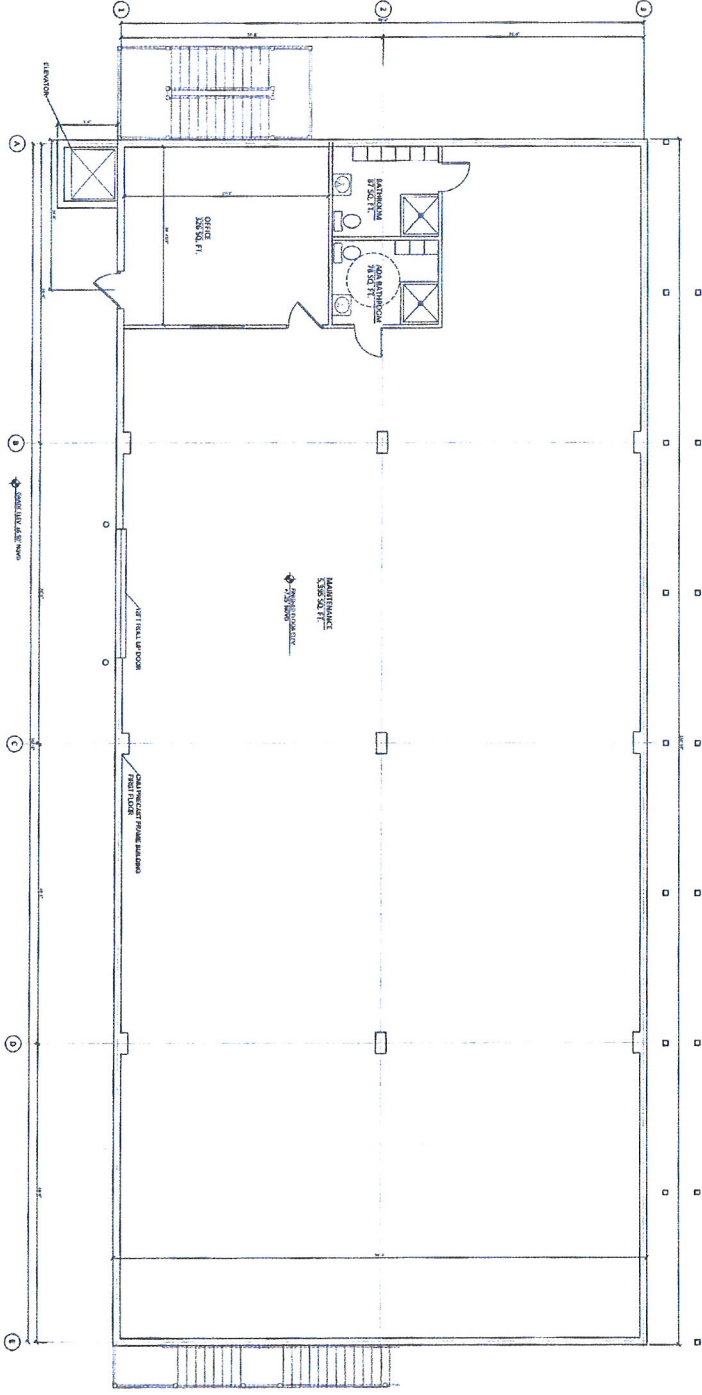


Description	Revisions

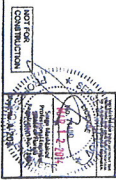
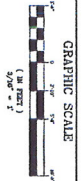
FERTILIZER STORAGE BUILDING FOR FLORIDA KEYS RESORT & CLUB

WEC THE WEILER ENGINEERING CONSULTANTS & ARCHITECTS  
 6805 OVERSEAS HWY  
 MARATHON, FLORIDA 33050  
 (305) 289-4161 PH, (305) 289-4162 FAX

Approved By:	ERIC	Design:	SAM
Scale:	AS SHOWN	Drawn:	SAM
Job No:	13090.001	Checked:	ERIC
Date Issued:	3/10/2014		



1ST FLOOR PLAN MAINTENANCE/WORKFORCE HOUSING BUILDING  
SCALE: 1/8" = 1'-0"



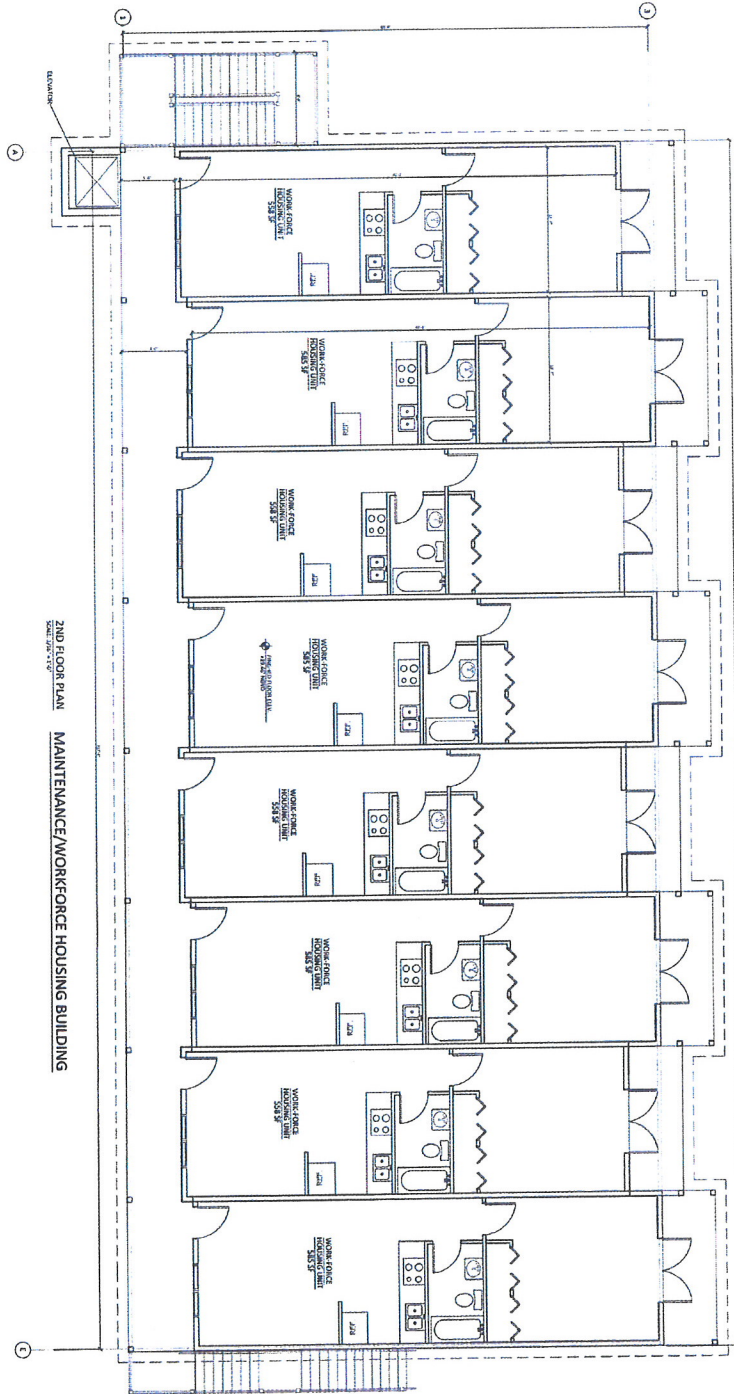
Description	Revisions

**MAINTENANCE/WORKFORCE HOUSING FOR FLORIDA KEYS RESORT & CLUB**

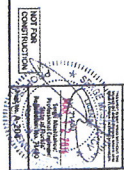
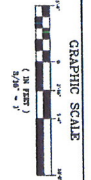
**WEC** THE WELER ENGINEERING CORPORATION  
 6805 OVERSEAS HWY  
 MARATHON, FLORIDA 33050  
 (305) 289-4161 PH, (305) 289-4162 FAX

Approved By:	ERIC	Design:	SAM
Scale:	AS SHOWN	Drawn:	SAM
Job No:	13090-001	Checked:	ERIC
Date Issued:	3/16/2014		

EB #6656



2ND FLOOR PLAN MAINTENANCE/WORKFORCE HOUSING BUILDING

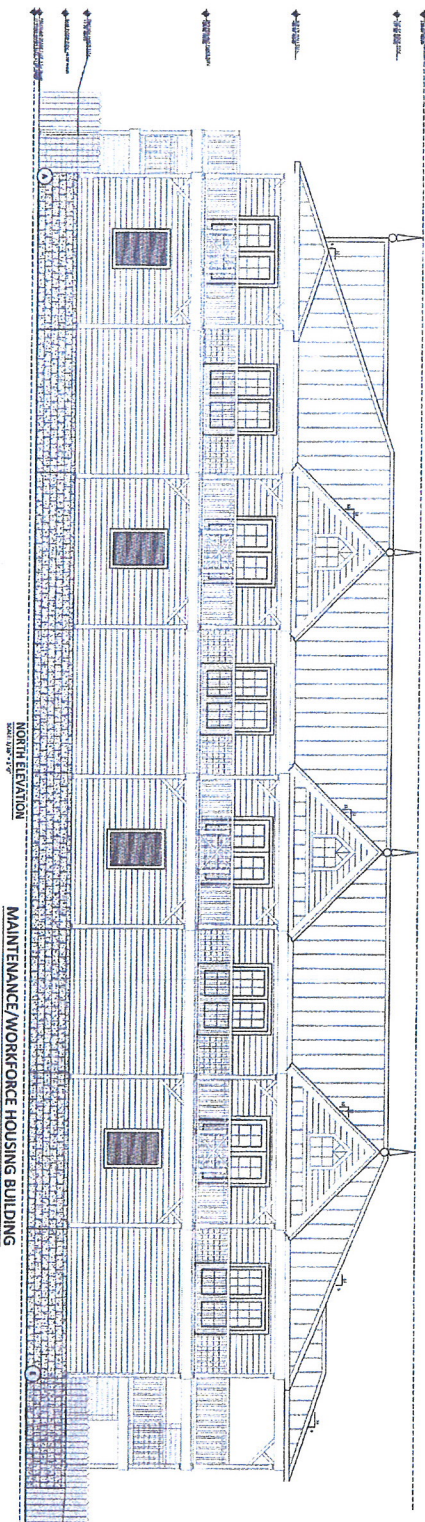


Description	Revisions

**MAINTENANCE/WORKFORCE HOUSING FOR FLORIDA KEYS RESORT & CLUB**

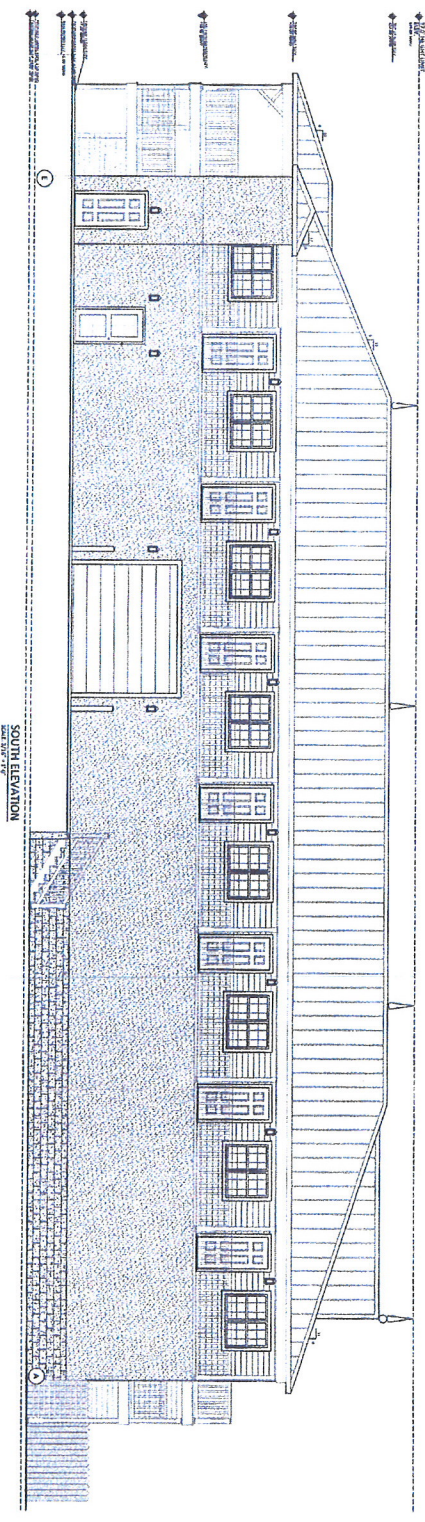
**WEC** THE WEILER ENGINEERING CORPORATION  
 6805 OVERSEAS HWY  
 MARATHON, FLORIDA 33050  
 (305) 289-4161 PH, (305) 289-4162 FAX  
 EB #5556

Approved By:	ERC	Design:	SAM
Scale:	AS SHOWN	Drawn:	SAM
Job No:	13090 001	Checked:	
Date Issued:	3/10/2014		

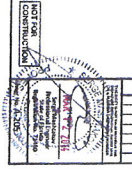


NORTH ELEVATION

MAINTENANCE/WORKFORCE HOUSING BUILDING



SOUTH ELEVATION



Description	Revision

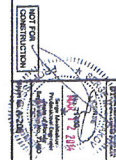
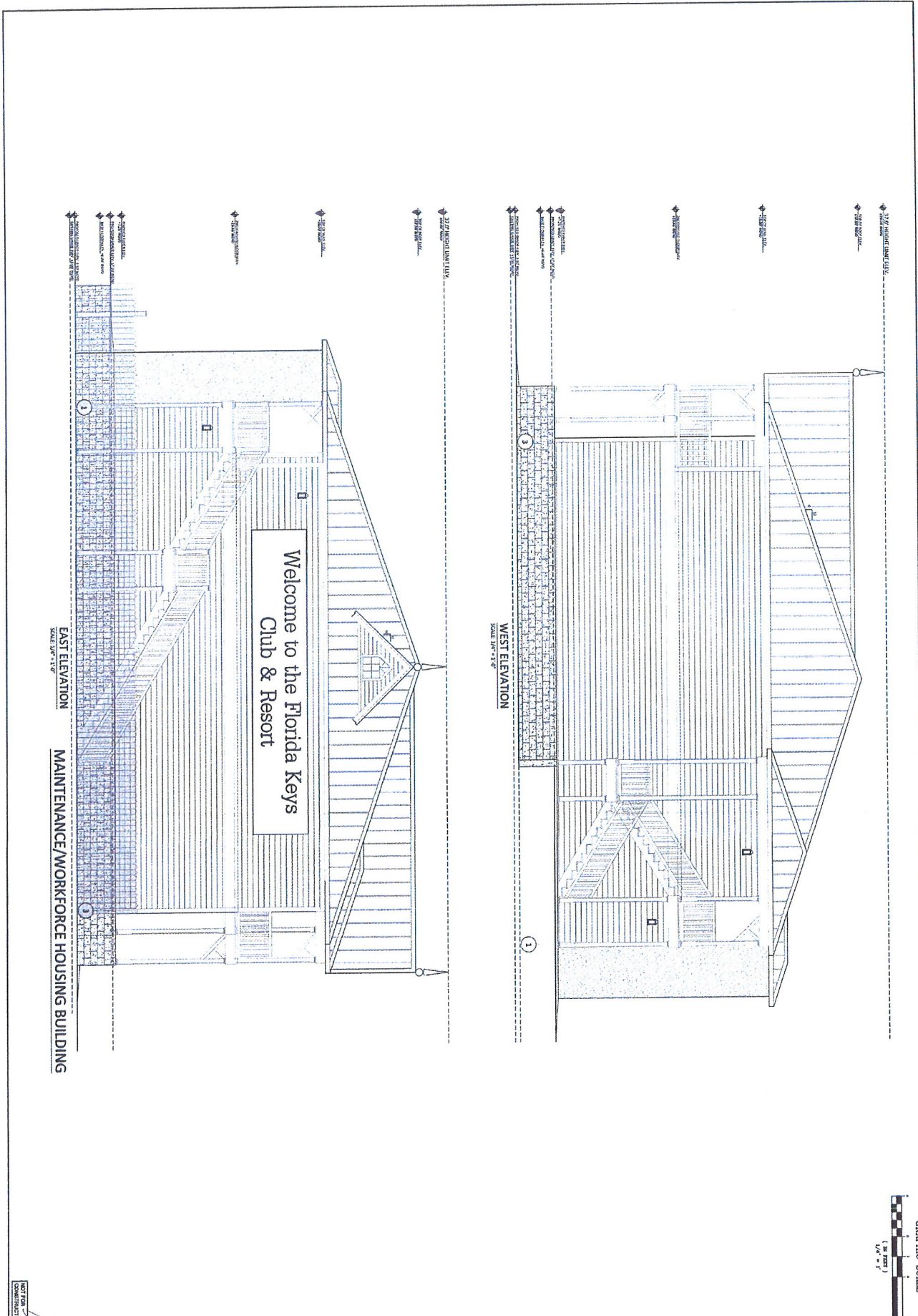
**MAINTENANCE/WORKFORCE HOUSING FOR FLORIDA KEYS RESORT & CLUB**

**WEC** THE MEILER ENGINEERING CORPORATION  
 6505 OVERSEAS HWY  
 MARATHON, FLORIDA 33050  
 (305) 289-4161 PH, (305) 289-4162 FAX

Approved By: EPC  
 Scale: AS SHOWN  
 Job No: 13070.001  
 Date Issued: 9/10/2014

Design: SAM  
 Drawn: SAM  
 Checked: EPC

EB 86556



Description	Revisions

**MAINTENANCE/WORKFORCE HOUSING FOR FLORIDA KEYS RESORT & CLUB**

**WEC** THE WISLER ENGINEERING CORPORATION  
 6805 OVERSEAS HWY  
 MARATHON, FLORIDA 33050  
 (305) 289-4161 PH, (305) 289-4162 FAX

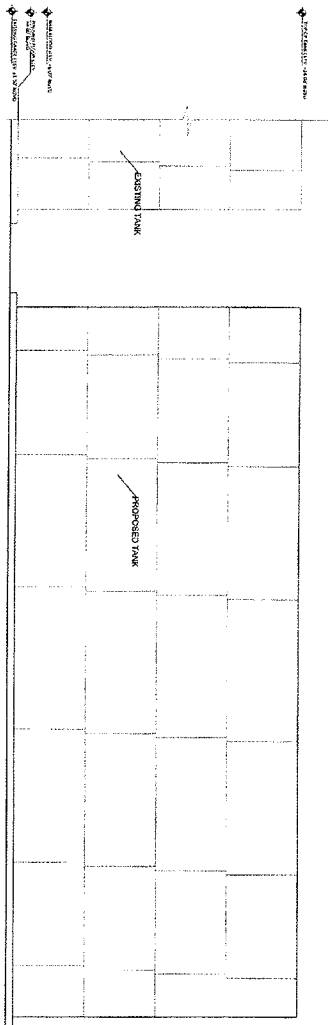
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Job No:	13099.001	Checked:	ERC
Date Issued:	3/10/2014		

EB 85636

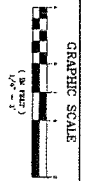


PLAN VIEW  
SCALE: 1" = 10'

IRRIGATION WATER STORAGE TANK



ELEVATION VIEW  
SCALE: 1" = 10'



NOTES:  
1. REFER TO CONSTRUCTION DRAWINGS FOR DETAILS.

Description	Revisions

**IRRIGATION WATER STORAGE FOR FLORIDA KEYS RESORT & CLUB**

**WEC** THE WELLS ENGINEERING CORPORATION  
 6805 OVERSEAS HWY  
 MARATHON, FLORIDA 33050  
 (305) 289-4161 PH, (305) 289-4162 FAX

Approved By:	EFC	Design:	SAM
Scale:	AS SHOWN	Drawn:	EAM
Job No:	13090003	Checked:	EFC
Date Issued:	3/16/2014		

EE 86556

**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 16<sup>th</sup> 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 8<sup>th</sup> day of July, 2014 and the 22<sup>nd</sup> 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 22<sup>nd</sup> 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

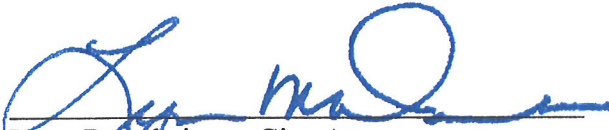
**ATTEST:**



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.

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

\* 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.

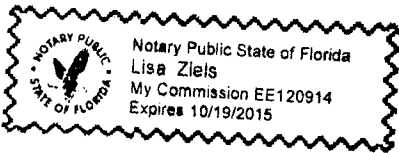
[Signature]  
Wit. #1 - Signature  
Printed Name: John J. Wolfe

[Signature]  
By: Robert Belcaster, President

[Signature]  
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.



[Signature]  
Notary Public, State of Florida  
My commission expires:



On the 2nd 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. [Signature]  
Mayor

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

[Signature]  
Lynn M. Dannheisser, Esq., City Attorney

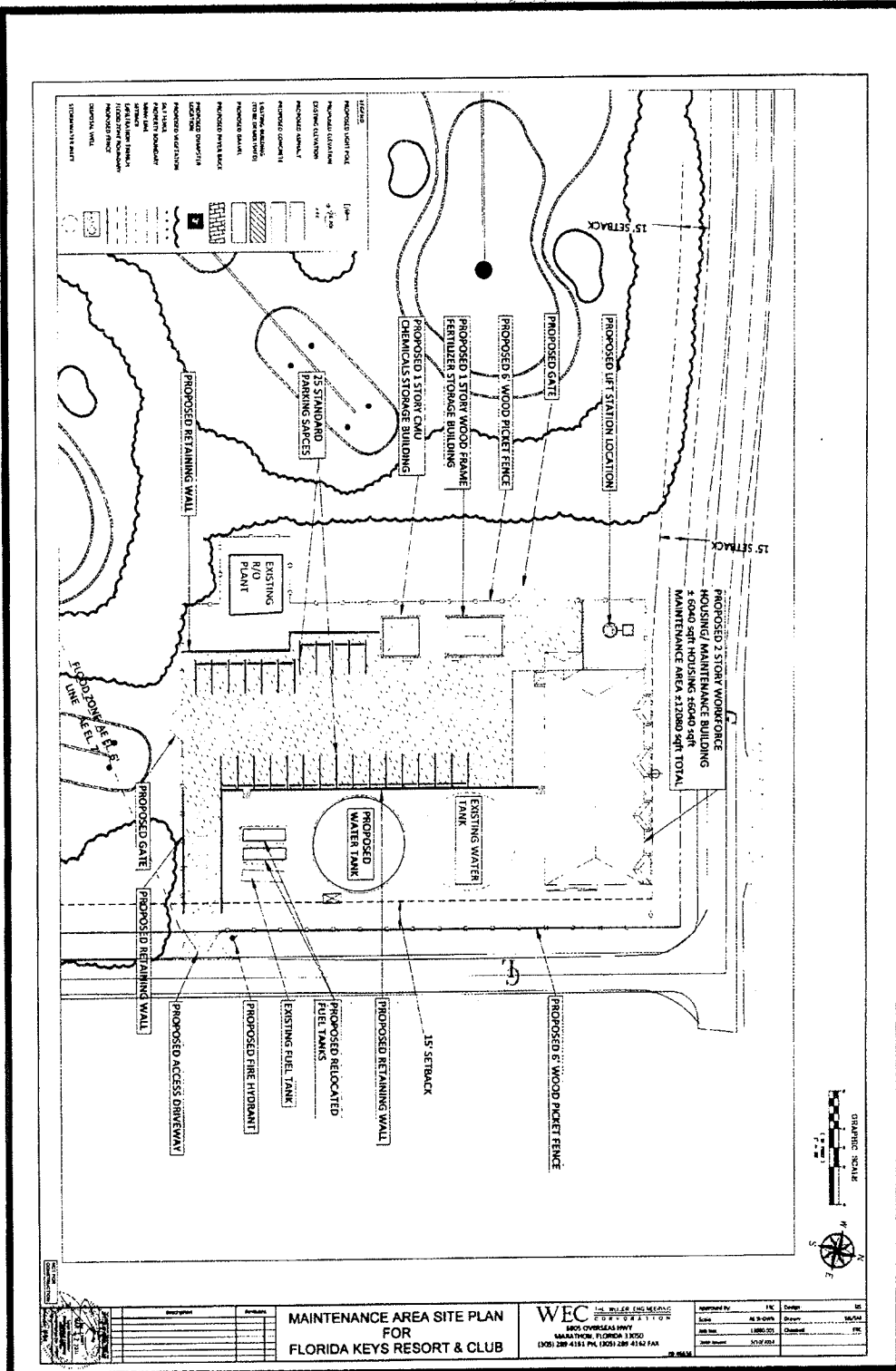
**EXHIBIT A**



**EXHIBIT B**



**EXHIBIT C1**  
Phase 1



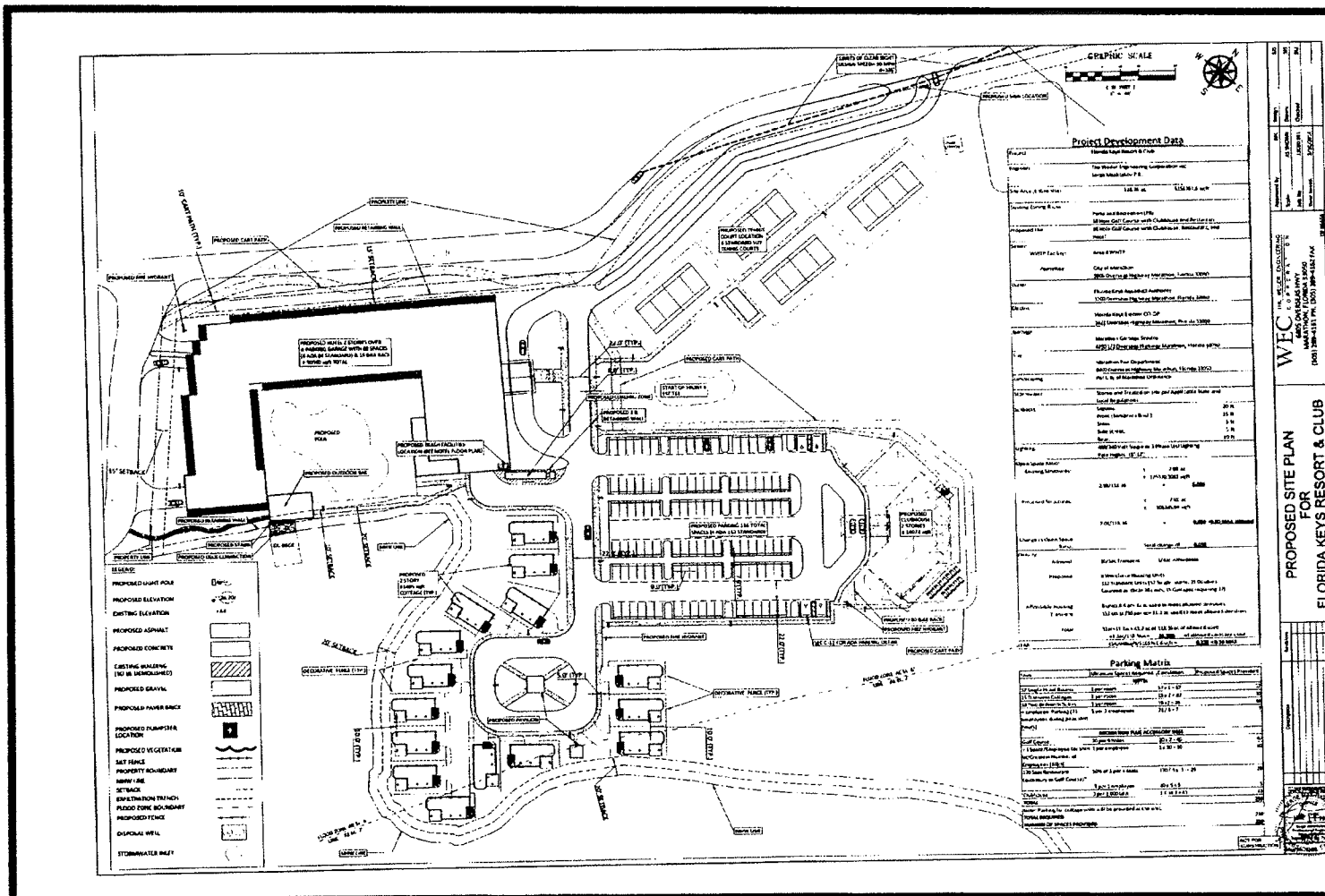
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BK# 2705 Pg# 2160

**MAINTENANCE AREA SITE PLAN FOR FLORIDA KEYS RESORT & CLUB**

**WEC** THE WALTER ECKHART GROUP  
1805 OVERSEAS HWY  
MELBOURNE, FLORIDA 32902  
(305) 298-4141 FAX (305) 298-4142 FAX

Prepared By	JFK	Design	SK
Date	02.27.08	Scale	1/8"=1'-0"
Job No.	11800-000	Checked	ETC
Year Issued	02/27/08		

# EXHIBIT C2 Phase 2



DoC# 1999924  
 BKH 2705 Pgh 2161

EXHIBIT C2 i  
Phase 2

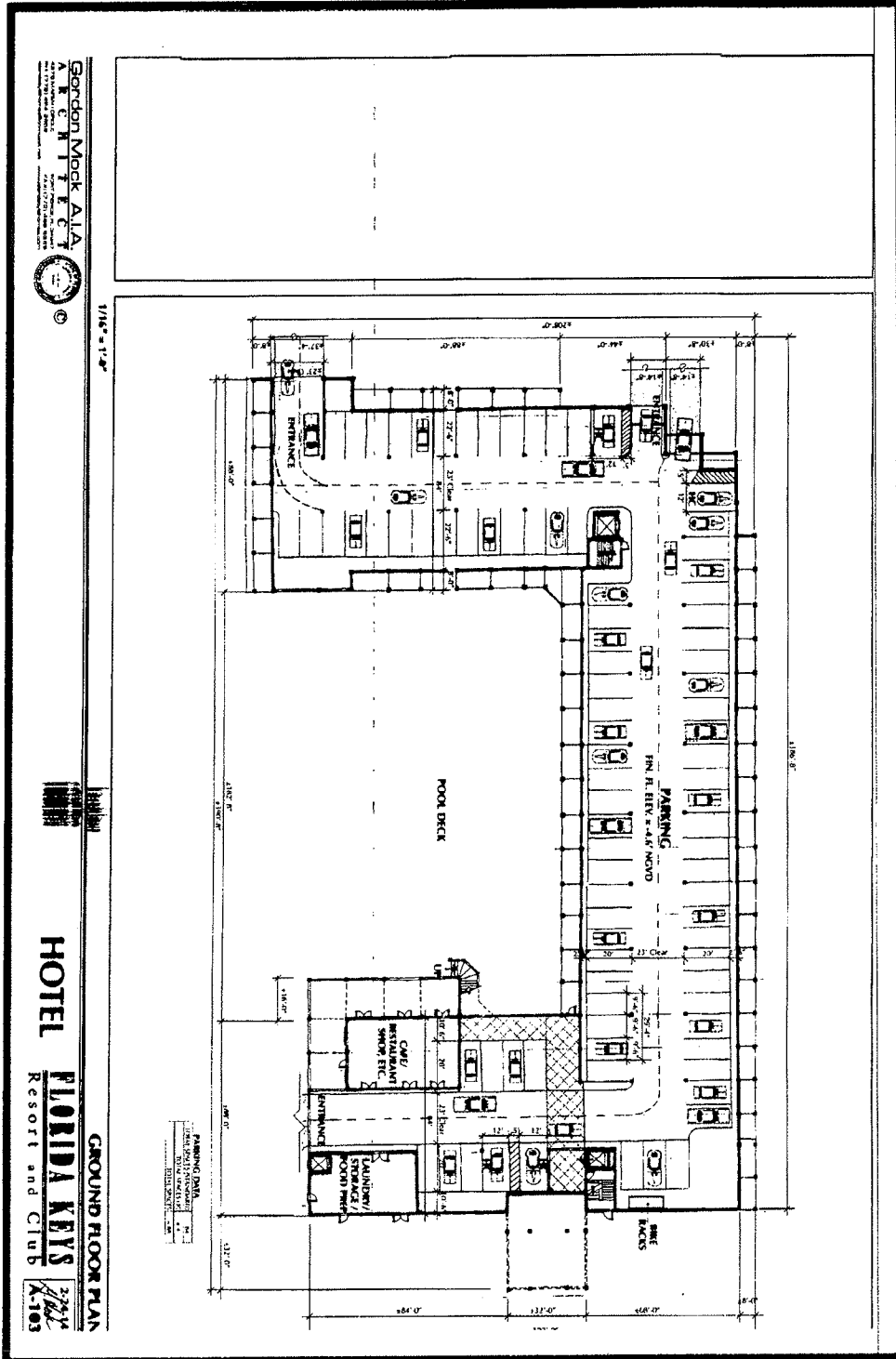






EXHIBIT C2iii  
Phase 2

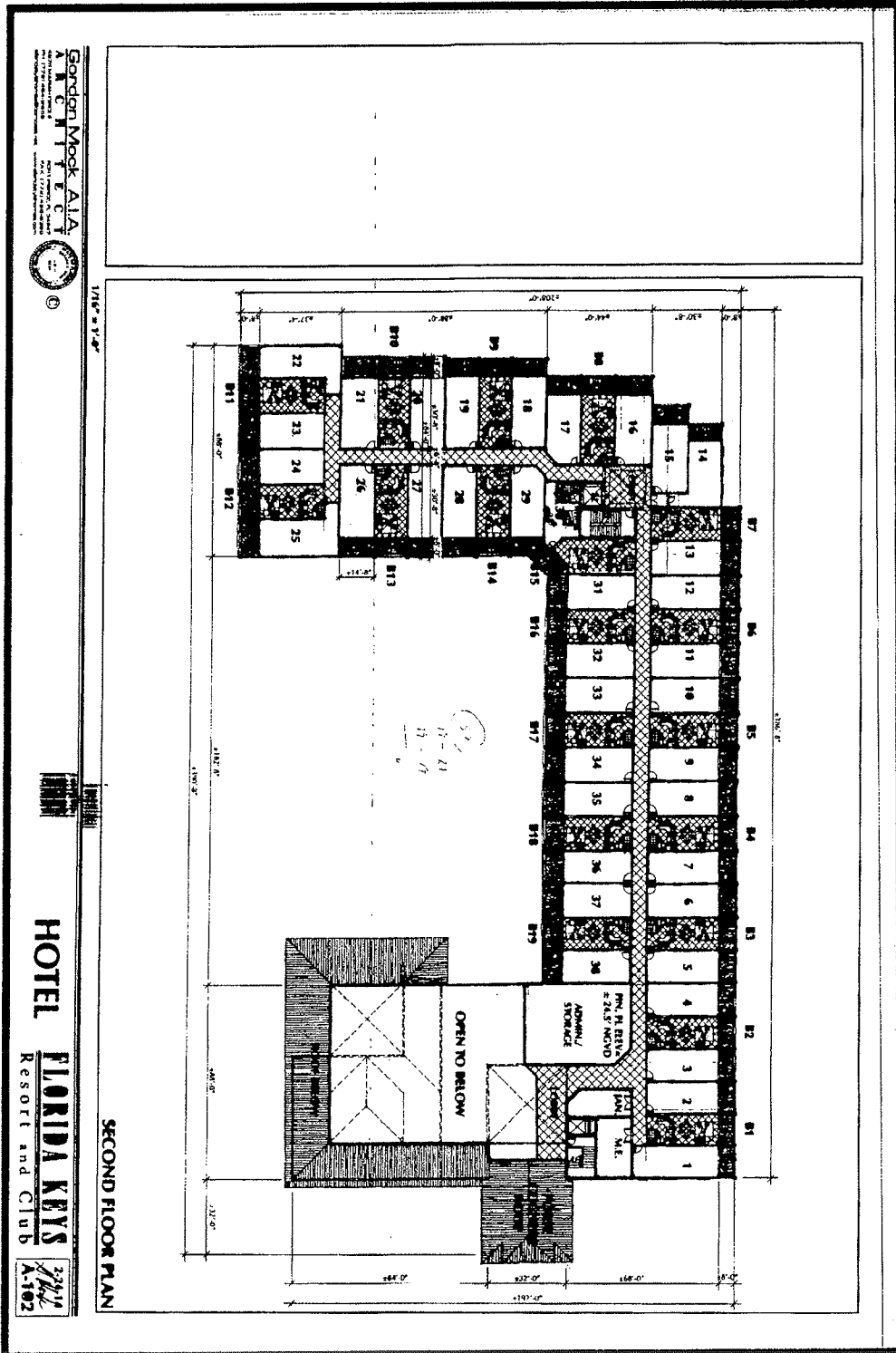


EXHIBIT C3  
Phase 3

