

**CITY OF MARATHON, FLORIDA
RESOLUTION 2015-52**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE REQUEST BY BLUE WATER RESORT HOSPITALITY LLC FOR A DEVELOPMENT AGREEMENT, PURSUANT TO CHAPTER 102, ARTICLE 8 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (CODE) ENTITLED “CONDITIONAL USE PERMITS”, AUTHORIZING THE REDEVELOPMENT OF TWENTY-ONE (21) HOTEL/MOTEL RESORT UNITS AND 3,000 SQUARE FEET OF COMMERCIAL SPACE AT THE PROPERTIES LOCATED AT 2222 OVERSEAS HIGHWAY, GULF, WHICH IS LEGALLY DESCRIBED AS PART OF LOT 2, AND BAY BOTTOM ADJACENT TO LOT 2, KEY VACCAS, MARATHON, FLORIDA, HAVING REAL ESTATE NUMBER 00102730-000000; NEAREST MILE MARKER 48; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Blue Water Resort Hospitality LLC, (The “Applicant”) filed an Application on February 18, 2015 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 twenty-one (21) existing hotel/motel units adding 3,000 square feet of commercial space; 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 20th day of April, 2015, 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 12th day of May, 2015 and the 26th day of May, 2015, the City Council (the “Council”) conducted properly advertised public hearings (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; the City Council made a determination that the Applicant's request for a Development Agreement, 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 redevelopment 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 secure in his/her long term development plans and to insure 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 Development Agreement between the City and Blue Water Resort Hospitality LLC, a copy of which is attached hereto as Exhibit "A," is hereby approved. The Mayor is authorized to execute this Development Agreement on behalf of the City.

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

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 9th day of June, 2015.

THE CITY OF MARATHON, FLORIDA



Chris Bull, Mayor

AYES: Zieg, Senmartin, Keating, Kelly, Bull
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

Diane Clavier

Diane Clavier
City Clerk

(City Seal)

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

[Signature]

City Attorney

(Space Reserved for Recordation)

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MARATHON, FLORIDA AND
BLUE WATER RESORT HOSPITALITY, LLC**

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

WITNESSETH:

WHEREAS, Blue Water Resort Hospitality LLC is the owner of the real property located at 2222 Overseas Highway in Marathon, Florida at approximate mile marker 48, described in Exhibit A in the Development Agreement hereto (the “Property”); and

WHEREAS, the Property consists of one parcel (RE No. 00102730-000000) being the site of the former Blue Water Motel from which all structures will be removed pursuant to an approved Conditional Use Permit and this Agreement; and

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

WHEREAS, the City has recognized existing development on the Property as hereinafter described in this Agreement pursuant to Letters of Understanding issued on February 25; and

WHEREAS, Blue Water Resort Hospitality LLC, (The “Applicant”) filed an Application on February 18, 2015 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 twenty-one (21) existing hotel/motel units adding 3,000 square feet of commercial space in compliance with Chapter 104.25 A. 4. (a); 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 20th day of April, 2015, 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 12th day of May, 2015 and the 9th day of June, 2015, the City Council (the "Council") conducted properly advertised public hearings (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; the City Council made a determination that the Applicant's request for a Development Agreement, 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 redevelopment 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 security in his/her long term development plans and to insure 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, 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:

To document the approved re-development of the Blue Water Resort Hospitality LLC site to include the Property noted in Exhibit A, consistent with the City of Marathon's Comprehensive Plan and Objective 1-3.4 of the City of Marathon's Comprehensive Plan;

III. Definitions.

For the purposes of this Agreement, all terms shall have the definitions as found in the City of Marathon's Land Development Regulations, 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.

Blue Water Resort Hospitality LLC is the Owner of the Property identified by Real Estate Number 00102730-000000 which Property is the subject of this Agreement, as described in Exhibit A, Improvement Location and Boundary Survey. At time of development, there will be no other legal or equitable owners of the subject property known to the parties to this Agreement.

B. Duration of Agreement.

The Owner shall have a period of two (2) years from the Effective Date of this Agreement to obtain the first building permit and five (5) additional years from the Effective Date of this Agreement to obtain all Certificates of Occupancy and/or Final Inspections for structures on the Property as shown on the Site Plan.

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.

C. Permitted Uses.

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

- i. Demolition of all or portions of Existing Development
- ii. Redevelopment of Transient Units: 21 transient residential (hotel/motel) units; and
- iii. 3,000 Square Feet of Commercial Floor Area
- iv. Requirement to provide employee housing pursuant to Chapter 104.25 A. 4. (a) of the LDRs.

2. For the duration of this Agreement, the Parties agree that any and all of the approved development shall adhere to, conform to, and be controlled by this Agreement, the Exhibits attached hereto and incorporated by reference, the LDRs and the Comprehensive Plan governing the development of the subject property on the Effective Date of this Agreement. In the event that all or a portion of the existing or authorized development subject to this Agreement should be destroyed by storm, fire or other disaster, the Owner, it's grantees, successors, or assigns shall have the absolute right to rebuild or repair the affected structure(s) and reinitiate the prior approved use so long as such development is in compliance with this Agreement.

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

Doc# 2054009
Bk# 2770 Pg# 1402

- Exhibit B: Boundary Survey
- Exhibit C: Conceptual Site Plan

4. Maximum Building Height shall be thirty-seven (37) feet, as provided in Future Land Use Element Policy 1-3.2.5 in the City's Comprehensive Plan and as defined by the LDRs.

5. The Owner shall execute and record in the public records of Monroe County a Declaration of Covenants and Restrictions in a form acceptable to the City ensuring that it shall not seek and has no legal right to file for homestead exemption for the Transient Units constructed on the property; and which shall require the occupants of all Transient Units on the property to comply with Hurricane Evacuation Requirements set forth in Policy 1-2.2.1 of the Future Land Use Element of City's Comprehensive Plan, in effect or as amended.

D. Public Facilities

1. The Florida Keys Aqueduct Authority provides domestic potable water.
2. Electric Service is provided by the Florida Keys Electric Co-op.
3. Solid Waste Service is provided by Marathon Garbage Service.
4. Owner shall provide wastewater and sewage collection and disposal by expanding its current connection to the City.
5. Educational Facilities. The redevelopment of transient use as contemplated by this Agreement will not impact education facilities.
6. Recreational Facilities. The Property includes onsite recreational facilities for visitors and guests of the property. Therefore, redevelopment of the property will have no impact on public recreation facilities.
7. Stormwater. A Stormwater Management System which meets all applicable local, state and federal requirements shall be constructed onsite as part of the Site Redevelopment. 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. Any increased impacts on Public Facilities or Public Services attributable to each unit of the development, and the cost of capital improvement 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 City of Marathon Impact Fees required by the ordinance then in effect, as well as by payment by owner of any applicable utility system Development Fees. In addition, Owner agrees to be subject to any reasonable impact fee ordinance adopted by the City within twenty-

four (24) months after the Effective Date of the Agreement, providing such ordinance applies equally and uniformly to all redevelopment in Marathon.

9. Fire Protection. The 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.

Doc# 2054009
Bk# 2770 Pg# 1403

E. Local Development Permits.

The following is a list of all Development Permits approved or needed to be approved for the redevelopment of the Property as specified and requested in this Agreement:

1. This Development Agreement.
2. Conditional Use Permit Approval.
3. The Final Site Plan, Landscape Plan, Drainage Plan, Building Elevations and Floor Plan approvals.
4. 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.
5. Federal, State, Regional, and Local Permits for Stormwater runoff.

Nothing in this Agreement shall preclude the parties from applying additional conditions, by mutual agreement, during Final Site Plan review or permitting.

F. Finding of Consistency.

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

G. Existing BPAS Exempt Units and Square Footage

The Parties acknowledge that there exist on the Property:

<u>Development Type</u>	<u>Existing</u>
Transient Units:	21 hotel / motel transient units
Commercial Floor Area:	300 sq ft

H. 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 Redevelopment, 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 rededications may include, by

way of example, easements necessary for the provision of stormwater, utility, and wastewater services to the Property.

Doc# 2054009
Bk# 2770 Pg# 1404

I. Mutual Cooperation.

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

J. 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.

K. 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.

L. 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:
 - i. The new laws and policies are not in conflict with the laws and policies governing the Agreement and do not prevent development of the land uses, intensities, or densities set forth in this Agreement;
 - ii. The new laws and policies are essential to the public health, safety, or welfare, and the City expressly states that they shall apply to the development that is subject to this Agreement;
 - iii. The City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

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

M. 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 two (2) public hearings, one of which may be held by the local planning agency at the option of the City. Notice of intent to consider renewal of the Agreement shall be advertised approximately fifteen (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.

N. 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 ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to this Agreement. Each of the following events shall be considered a material breach of this Agreement:

- (i) Failure to comply with the provisions of this Agreement;
- (ii) 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 ninety (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:

- (i) Failure to comply with the provisions of this Agreement;
- (ii) 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.

O. 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:

Prime Hospitality Group
c/o Larry Abbo
4651 Sheridan Street #480
Hollywood, FL 33021

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:

Dirk M. Smits, Of Counsel
Vernis & Bowling of the Florida Keys
81990 Overseas Highway
Islamorada, FLORIDA 33036
United StatesMain: 305-416-6880 | Fax: 305-416-6887
Email: lynn.dannheisser@gray-robinson.com

P. Annual Report.

On each anniversary date of the Effective Date of this Agreement, Owner shall upon request of the City, provide the City with a report identifying (a) the amount of development authorized by this Agreement that has been completed, (b) the amount of development authorized by this Agreement that remains to be completed, and (c) any changes to the plan of development that have occurred during the one (1) year period from the Effective Date of this Agreement or from the date of the last Annual Report. This requirement expires upon the completion off all development obligations.

Q. 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.

R. Binding Effect.

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

S. Assignment.

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

T. 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.

U. 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.

V. 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.

W. 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.

X. Use of Singular and Plural.

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

Y. 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.

Z. 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.

AA. 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.

BB. Recording; Effective Date.

The Owner shall record this Agreement in the public records of Monroe County, Florida, within fourteen (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 fourteen (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 thirty (30) days after the date the State Land Planning Agency receives its copy pursuant to Section 163.3239, Florida Statutes.

CC. 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:

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

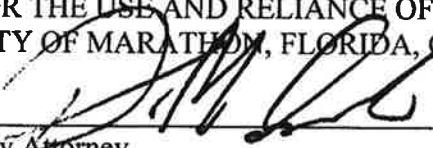
June 10, 2015
Date

By: 
Chris Bull, Mayor

ATTEST:


City Clerk

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


City Attorney

Blue Water Resort Hospitality LLC, a Florida
Limited Liability Company

8-4-15, 2015
Date

By: 
Larry Abbo, Manager

Signed, sealed and delivered in the presence of:


Witness Signature

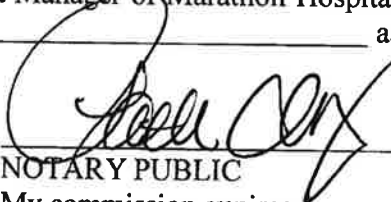
Jorge Cepeda
Witness Name (Printed)


Witness Signature

Jim Dupre
Witness Name (Printed)

**STATE OF FLORIDA
COUNTY OF MONROE**

The foregoing instrument was acknowledged before me this 4th day of August 2015, by Larry Abbo, being a Manager of Marathon Hospitality, LLC., a Florida corporation who is known to me or who produced _____ as identification, and who did / did not take an oath.


NOTARY PUBLIC
My commission expires: _____



BLUE WATERS

LEGAL DESCRIPTION

PARCEL ID: 00102730

KEY:1119911

PARCEL 1:

A Part of Government Lot 2, Section 9, Township 66 South, Range 32 East, Monroe County, Florida, and COMMENCING at a Point on the Northerly Boundary of the Right-of-Way of the Overseas Road and Toll Bridge District Highway, which Point is 100 Feet Westerly from the intersection of said Northerly Boundary of the Right-of-Way of the said Overseas Road and Toll Bridge District Highway, and the dividing line between Government Lot 1 and Government Lot 2 of said Section 9, Township 66 South, Range 32 East; from said starting Point run thence in a Northerly direction and parallel with the dividing line between said Government Lot 1 and said Government Lot 2, 600 feet, more or less, to the waters of the Bay; Thence meandering along the waters of the Bay in an Easterly direction 100 feet, more or less, to the said dividing line between Government Lot 1 and Government Lot 2; Thence along said dividing line in a Southerly direction 600 feet, more or less, to the Northerly Boundary of the Right-of-Way of the Overseas Road and Toll Bridge District Highway; thence Westerly along the Northerly boundary of the Right-of-Way of the Overseas Road and Toll Bridge District 100 feet to the POINT OF BEGINNING.

PARCEL 3:

A Parcel of Bay Bottom Land in the Bay of Florida, North of and adjacent to Government Lot 2, Section 9, Township 66 South, Range 32 East, at Marathon, Key Vaca, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the East Line of Government Lot 2, Section 9, Township 66 South, Range 32 East, and the Northerly Right-of-Way line of Old State Highway No. 4A, bear North for a distance of 406.72 feet to a Point on the Shoreline of the Bay of Florida, said Point also to be known as the POINT OF BEGINNING of the Bay Bottom Land hereinafter described; from said Point of Beginning continue due North for a distance of 335 feet, more or less, to a Point; Thence at right angles and West for a distance of 96.98 feet to a Point; Thence at right angles and due South for a distance of 308 feet to a Point on the shoreline; Thence meander the shoreline in a Southeasterly direction back to the POINT OF BEGINNING;

PARCEL 4:

A Parcel of Bay Bottom Land in the Bay of Florida, North of and adjacent to a part of Government Lot 2, Section 9, Township 66 South, Range 32 East, at Marathon, Key Vaca, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the Northerly Right-of-Way Line of Old State Highway No. 4A and the East Line of Government Lot 2 of said Section 9, bear North along said East Line for a distance of 741.72 feet to the POINT OF BEGINNING of the Tract of Bay Bottom Land hereinafter described, said Point of Beginning also being the Northeast Corner of a Tract of Bay Bottom Land previously conveyed to Thomas Costa, et ux; from said Point of Beginning, continue bearing North for a distance of 430 feet, more or less, to a Point; Thence West 96.98 feet to a Point; Thence South 430 feet, more or less, to the Northwest corner of Bay Bottom Land previously conveyed to Thomas Costa, et ux; Thence bear East for a distance of 96.98 feet back to the POINT OF BEGINNING, lying and being in the County of Monroe, in said State of Florida.

TOGETHER WITH:

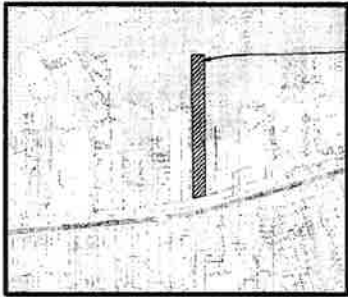
LEGAL DESCRIPTION: (PARCEL-5)

A Land for Florida Department of Transportation in Monroe County, Florida being a portion of a parcel situated on Key Vaca in the County of Monroe and State of Florida and known as being a part of Government lot 2, Section 9, Township 66 South, Range 32 East, in a D.O.T Right of Way Map Section 90040, sheet 14 of 51 and bounded and described as follows:

Beginning at the intersection of the Northwesterly Right-of-Way line of Old State Road 4A and the East line of Gov't lot 2, Section 9, Township 66 South, Range 32 East, said point lying on a curve concave to the Northwest, and whose radius bears N15°18'09"W; thence in a Southwesterly direction along the said curve and the said Northwesterly Right-of-Way line of old state road 4a, said curve having for its elements a radius of 2748.73 feet, a central angle of 2°08'57", a chord bearing of S75°53'25"W, and a chord length of 103.10 feet; thence along the arc of the said curve and arc length of 103.10 feet to the Easterly property corner of land described in O.R. Book 2504, page 1164, and said point lying parallel with and 100 feet West of the said East line of Gov't lot 2 to a point; thence S00°31'26"E for a distance of 67.58 feet to a point of curvature of a circular curve concaved to the Northwest, also the Northwesterly Right of Way line of U.S. High no.1, continue along the arc length for a distance of 102.96 feet, said a curve having a radius of 2814.73 feet and central angle of 02°05'45", a chord bearing of N76°12'55"E, and a chord length of 102.96 feet; thence N00°30'39"W for a distance of 68.17 feet to the Point of Beginning

VICINITY MAP
NOT TO SCALE
SEC 9 - TWP 66S - RGE 32E

SUBJECT
PROPERTY



BOUNDARY SURVEY
BLUE WATERS MOTEL
2222 OVERSEAS HWY, MARATHON, FLORIDA 33050

America Layout Corp



CERTIFY TO:

- PMG Asset Services, LLC, a Florida limited liability company
- BankUnited, M.A., and their successors and assigns
- Commonwealth Land Title Insurance Company, and their successors and assigns.
- Blue Water Resort Hospitality, LLC, a Florida limited liability company
- Gray Robleson, P.A.

SURVEYOR'S NOTES:

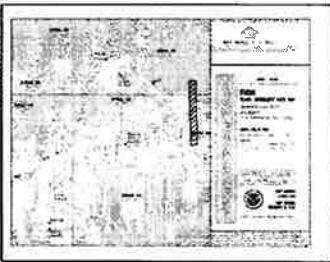
- #1 Please See Abbreviations and Legend
- #2 Scale of Drawing "As Shown"
- #3 Type of survey, BOUNDARY SURVEY.
- #4 All Right of Way shown are Public unless otherwise noted.
- #5 Legal Description Furnished by client.
- #6 No underground installations on improvements have been located except as noted.
- #7 Ownership of fences is not determined.
- #8 Record and measurement calls are in substantial agreement unless otherwise shown.
- #9 Benchmark: Monroe County (NAVD 88) Elevations are expressed in feet derived from a direct closed level circuit from Benchmark PIN007G ELEV. 3.96 (NAVD 88) ELEV. 6.29 (NGVD 1929)
- #10 Bearing base is indicated elsewhere on the Survey
- #11 Easement shown on the recorded subdivision plat are shown hereon.
- #12 Parcel is In Flood Zone.
Map Number: 12087C1378K
Community Name: MARATHON, CITY OF
Number: 120081
Parcel: 1378
Firm Zone: AE, VE
Date of Firm: 02-16-2005
Base Elev.: 8.9 & 12
Surf: "X"
Elev. Reference to NGVD 1929
- #13 Total Gross Land Area calculated
2.66 Acres more or less.

NOTES:
ACCURACY:
THE EXPECTED USE OF THE LAND AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (S1-17) IS COMMERCIAL/HIGH RISK THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 10,000 FEET THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSE TRVERSE GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.

UNLESS INDICATED TO THE CONTRARY, THE MEASURED DISTANCES AND DIRECTIONS SHOWN ON THIS BOUNDARY SURVEY ARE THE SAME AS THE ATTACHED LEGAL DESCRIPTION.

APPARENT PHYSICAL USE:
THE PROPERTY DESCRIBED IN THIS BOUNDARY SURVEY SHOWS ONE AREA OF INGRESS-EGRESS, ALONG THE SOUTHERLY PROPERTY LINE ALSO KADWON NORTH-WESTERLY, RIGHT OF WAY LINE OF OLD STATE ROAD 4A (OVERSEAS HWY) MONROE COUNTY.

FLOOD INSURANCE RATE MAP



SYMBOL LEGEND

- CENTRE LINE
- POWER POLE
- ANK TIE
- LIGHT PILE
- STOP SIGN
- WATER VALVE
- WELL SOUTH BOX
- WATER PILE
- COORPAT
- WELL BOX
- TREE
- SURVEY MARK
- TRUCK
- CAS VALVE
- CURBOUT
- PAV
- PIPE

ABBREVIATIONS

- AK - ANK TIE
- AP - ANK PILE
- AS - ANK SIGN
- BL - BENCH MARK
- CA - CURB
- CB - CURB BOX
- CD - CURB DRAIN
- CE - CURB EDGE
- CF - CURB FACE
- CG - CURB GUTTER
- CH - CURB HOLE
- CI - CURB INLET
- CJ - CURB JUNCTION
- CK - CURB KICK
- CL - CURB LINE
- CM - CURB MOUNT
- CP - CURB PILE
- CQ - CURB QUARTER
- CR - CURB RAMP
- CS - CURB SIGN
- CT - CURB TIE
- CU - CURB UNDER
- CV - CURB VALVE
- CW - CURB WALL
- CX - CURB X
- CY - CURB Y
- CZ - CURB Z
- DA - DRAINAGE
- DB - DRAINAGE BOX
- DC - DRAINAGE CURB
- DD - DRAINAGE DRAIN
- DE - DRAINAGE EDGE
- DF - DRAINAGE FACE
- DG - DRAINAGE GUTTER
- DH - DRAINAGE HOLE
- DI - DRAINAGE INLET
- DJ - DRAINAGE JUNCTION
- DK - DRAINAGE KICK
- DL - DRAINAGE LINE
- DM - DRAINAGE MOUNT
- DN - DRAINAGE NORTH
- DO - DRAINAGE OUT
- DP - DRAINAGE PILE
- DQ - DRAINAGE QUARTER
- DR - DRAINAGE RAMP
- DS - DRAINAGE SIGN
- DT - DRAINAGE TIE
- DU - DRAINAGE UNDER
- DV - DRAINAGE VALVE
- DW - DRAINAGE WALL
- DX - DRAINAGE X
- DY - DRAINAGE Y
- DZ - DRAINAGE Z

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THE SKETCH OF THIS BOUNDARY SURVEY WAS PREPARED UNDER MY SUPERVISION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5S-17 THROUGH 5S-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472 OF THE FLORIDA STATUTES AND THAT THE SKETCH THEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

Doc# 2054009
BK# 2770 Pg# 1414

LEGAL DESCRIPTION
PARCEL ID: 00162730
KEY: 1110011

PARCEL 1:

A Part of Government Lot 2, Section 9, Township 66 South, Range 32 East, Monroe County, Florida, and COMMENCING at a Point on the Northernly Boundary of the Right-of-Way of the Overseas Road and Toll Bridge District Highway, which Point is 100 feet Westerly from the intersection of said Northernly Boundary of the Right-of-Way of the said Overseas Road and Toll Bridge District Highway, and the dividing line between Government Lot 2 and Government Lot 2 of said Section 9, Township 66 South, Range 32 East; from said starting point run thence in a Northernly direction and parallel with the dividing line between said Government Lot 1 and said Government Lot 2, 600 feet, more or less, to the vertex of the Bay; thence meandering along the waters of the Bay in an Easterly direction 100 feet, more or less, to the said dividing line between Government Lot 1 and Government Lot 2; thence along said dividing line in a Southerly direction 600 feet, more or less, to the Northernly Boundary of the Right-of-Way of the Overseas Road and Toll Bridge District Highway; thence Westerly along the Northernly Boundary of the Right-of-Way of the Overseas Road and Toll Bridge District Highway 100 feet to the POINT OF BEGINNING.

PARCEL 2:

A Parcel of Bay Bottom Land in the Bay of Florida, North of and adjacent to Government Lot 2, Section 9, Township 66 South, Range 32 East, at Marathon, Key Vaca, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the East Line of Government Lot 2, Section 9, Township 66 South, Range 32 East, and the Northernly Right-of-Way line of US State Highway No. 4A, bear North for a distance of 66.72 feet to a Point on the Shoreline of the Bay of Florida, said Point also to be known as the POINT OF BEGINNING of the Bay Bottom Land hereinafter described; from said Point of Beginning continue due North for a distance of 333 feet, more or less, to a Point; thence at right angles and West for a distance of 96.98 feet to a Point; thence at right angles and due South for a distance of 328 feet to a Point on the shoreline; thence meander the shoreline in a Southerly direction back to the POINT OF BEGINNING.

PARCEL 4:

A Parcel of Bay Bottom Land in the Bay of Florida, North of and adjacent to a part of Government Lot 2, Section 9, Township 66 South, Range 32 East, at Marathon, Key Vaca, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the Northernly Right-of-Way Line of Old State Highway No. 4A and the East Line of Government Lot 2 of said Section 9, bear North along said East Line for a distance of 741.72 feet to the POINT OF BEGINNING of the Tract of Bay Bottom Land hereinafter described; said Point of Beginning also being the northeast Corner of a Tract of Bay Bottom Land previously conveyed to Thomas Costa, et ux; from said Point of Beginning, continue bearing North for a distance of 430 feet, more or less, to a Point; thence West 96.98 feet to a Point; thence South 430 feet, more or less, to the Northwest corner of Bay Bottom Land previously conveyed to Thomas Costa, et ux; thence bear East for a distance of 96.98 feet back to the POINT OF BEGINNING, lying and being in the County of Monroe, in said State of Florida.

TOGETHER WITH:

LEGAL DESCRIPTION (F.D.O.T. PARCEL)

A Land for Florida Department of Transportation in Monroe County, Florida being a portion of a parcel situated on Key Vaca in the County of Monroe and State of Florida and known as being a part of Government lot 2, Section 9, Township 66 South, Range 32 East, in a D.O.T. Right of Way Map Section 00040, sheet 14 of 51 and bounded and described as follows:

Beginning in the Intersection of the Northernly Right-of-Way Line of Old State Road 4A and the East Line of Gov't Lot 2, Section 9, Township 66 South, Range 32 East, and point lying on a curve concave to the Northwest, and whose radius bears N15°10'00"W; thence in a Southerly direction along the said curve and the said Northernly Right-of-Way line of old state road 4A, said curve having for its element a radius of 2748.73 feet, a central angle of 2°20'00"; a chord bearing a radius of 2214.23 feet and a chord length of 103.10 feet; thence along the arc of the said curve and arc length of 103.10 feet to the Easterly property corner of land described in O.R. Book 2604, page 1184, and said point lying parallel to and 100 feet West of the said East Line of Gov't lot 2 to a point thence S00°31'26"E for a distance of 87.58 feet to a point of curvature of a circular curve concave to the Northwest, also the Northernly Right of Way line of Highway 15, High No. 1, concave to the East along the arc length for a distance of 121.98 feet, said curve having a radius of 2214.23 feet and a central angle of 02°06'45", a chord bearing of N08°17'53"E, and a chord length of 103.98 feet; thence N00°30'30"W for a distance of 88.17 feet to the Point of Beginning.

Containing 6800 square feet more or less.

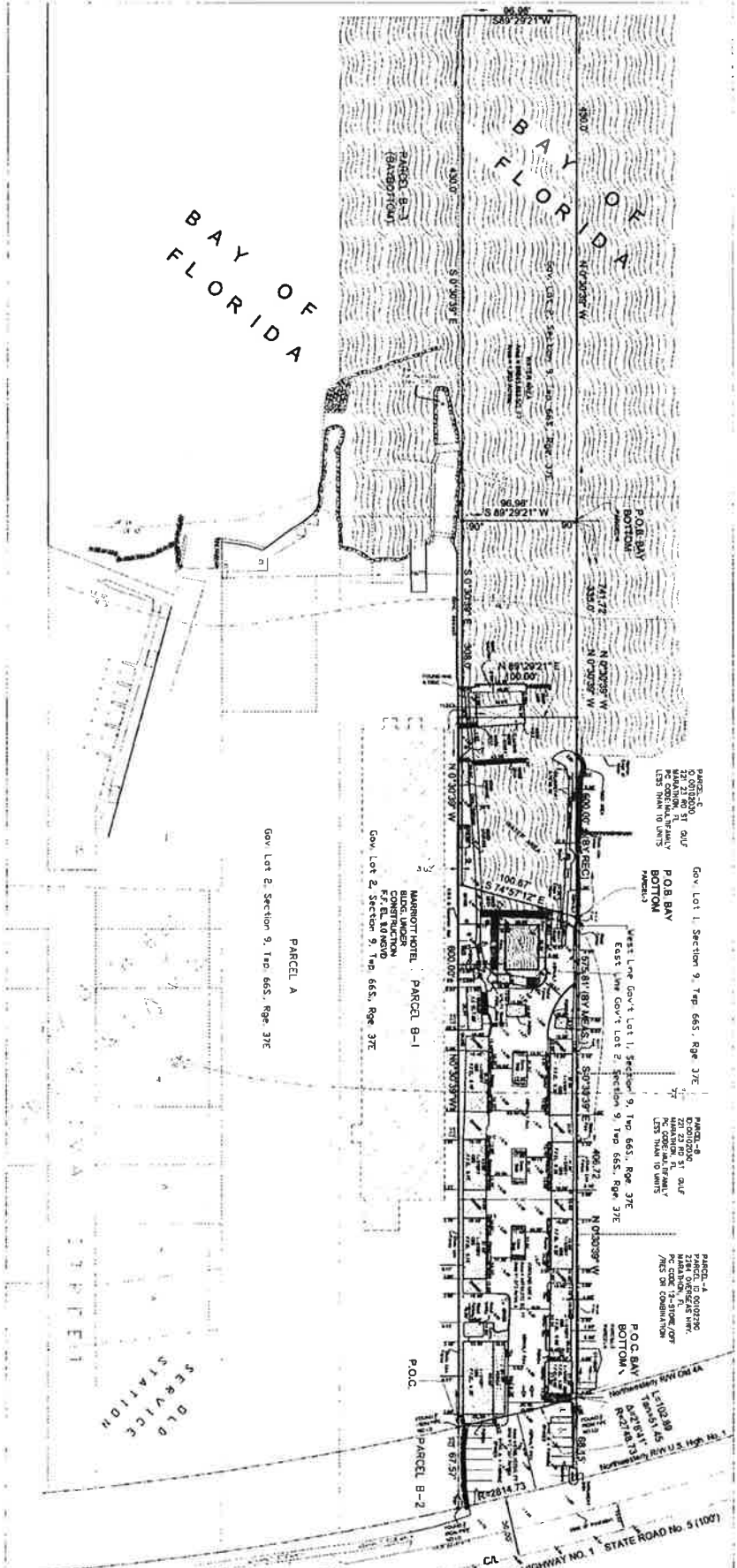
Engineering & Surveying Consultant
7669 Southway 1700th Floor
Miami, Florida 33173
Tel. 305-506-0031
Fax. 305-412-3545
LB No. 7-664

BOUNDARY SURVEY
PARCEL ID: 00162730
KEY: 1110011

BOUNDARY SURVEY
PARCEL ID: 00162730
KEY: 1110011
2222 OVERSEAS HIGHWAY MARATHON, FLORIDA 33060
MONROE COUNTY, FLORIDA

409 111307
FIELD BOOK
C/O PLE LD - 9
DATE 07-10-2015
SCALE AS SHOWN
INCHES TO FEET
BY 8-18
PROJECT
SHEET NO 1-OF-3

**BOUNDARY SURVEY
ALTA / ACSM LAND TITLE SURVEY
SURVEYOR'S REPORT
BLUE WATERS MOTEL
2222 OVERSEAS HWY, MARATHON, FLORIDA 33060**



DATE	11-27-2014
SCALE	AS SHOWN
BY	WILLIAM MORTON
CHKD BY	WILLIAM MORTON
APP'D BY	WILLIAM MORTON
FILE NO.	10-9
FIELD BOOK	
DATE	11-27-2014
SCALE	AS SHOWN
BY	WILLIAM MORTON
CHKD BY	WILLIAM MORTON
APP'D BY	WILLIAM MORTON
FILE NO.	10-9
FIELD BOOK	
DATE	11-27-2014

PROJECT:
BOUNDARY SURVEY
PARCEL ID: 30107330-000000
2222 OVERSEAS HIGHWAY, MARATHON, FLORIDA, 33050
SEC 9-66S-32E
MONROE COUNTY, FLORIDA

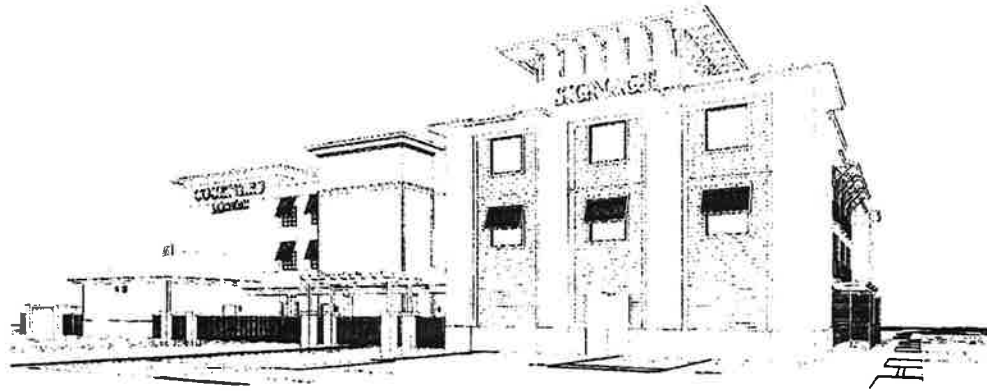
BY WILLIAM MORTON
REGISTERED SURVEYOR
STATE OF FLORIDA

Engineering & Surveying Consultant
7659 Southwest 102nd Place
Miami, Florida 33173
LB No. 7464
Tel. 305-608-0031
Fax. 305-412-3545



Exhibit "C"

Doc# 2054009
BKN 2770 PGM 1416



Blue Waters Hotel

2222 Overseas Highway
City of Marathon
Florida 33050



PRIME DESIGN
ASSOCIATES
ARCHITECTURE PLANNING DESIGN

AA 3882234

4841 SHERIDAN ST. SUITE 460
HOLLYWOOD FLORIDA, 33021
VOICE: 954.382.8788
FAX: 954.382.8748

SEAL

MAYER S. ARBO, ARCHITECT

I hereby certify that I am a duly Licensed Professional Architect in the State of Florida, and that I am the author of the design and construction documents herein. I am not providing any services to the client which are outside the scope of my license. I am not providing any services to the client which are outside the scope of my license. I am not providing any services to the client which are outside the scope of my license.

Blue Waters Hotel

Marathon, Florida

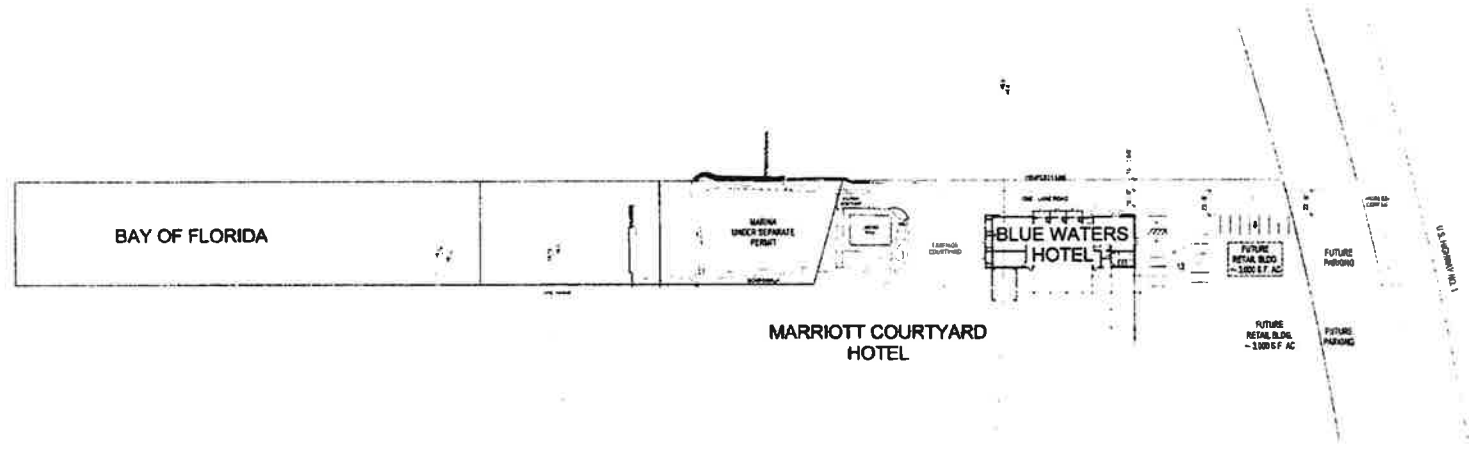
Cover Sheet

Project Name: Blue Waters Hotel
Project Number: 2054009
Date: 12/15/09
Project Status: In Progress
Version: 01

A001

12/15/09

Deck 2054009
BKR 2770 PSH 1417



TOTAL PARKING COUNT = 21 PARKING SPACES
INCLUDING 2 HANDICAP SPACES

1 Primary Site Plan
1-107

- 21 GUEST ROOM HOTEL
- 1 SMO
 - 1 OCCUPANCY RAMP
 - 1 SUBSTATION
 - 1 ACCESSIBLE OVERHEAD RAMP
 - 1 TWO BEDROOM SUITE
 - 1 ACCESSIBLE 3 BEDROOM SUITE

PERMITS/NET AREA CALCULATIONS

GROUND FLOOR AC NET AREA APP	= 8,882 S.F.
LAND FLOOR AREA APP	= 424 S.F.
COVERED BREZZOCHIA AREA APP	= 1,364 S.F.
BREZZOCHIA TOTAL GROSS AREA	= 9,670 S.F.
SECOND FLOOR AC NET AREA APP	= 7,128 S.F.
BALCONY FLOOR AREA APP	= 292 S.F.
BREZZOCHIA TOTAL GROSS FLOOR AREA APP	= 7,420 S.F.
THIRD FLOOR AC NET AREA APP	= 1,326 S.F.
BALCONY FLOOR AREA APP	= 282 S.F.
THIRD FLOOR TOTAL GROSS FLOOR AREA APP	= 1,608 S.F.
TOTAL AC NET HOTEL AREA APP	= 16,837 S.F.
TOTAL GROSS HOTEL AREA APP	= 23,778 S.F.



PRIME DESIGN ASSOCIATES
ARCHITECTURE PLANNING DESIGN
AA 28802234

8851 SHERIDAN ST. SUITE 400
HOLLYWOOD FLORIDA, 33021
VOICE: 954.382.8788
FAX: 954.382.8748



MAYER & ABDO, ARCHITECT

Blue Waters Hotel
Marathon, Florida

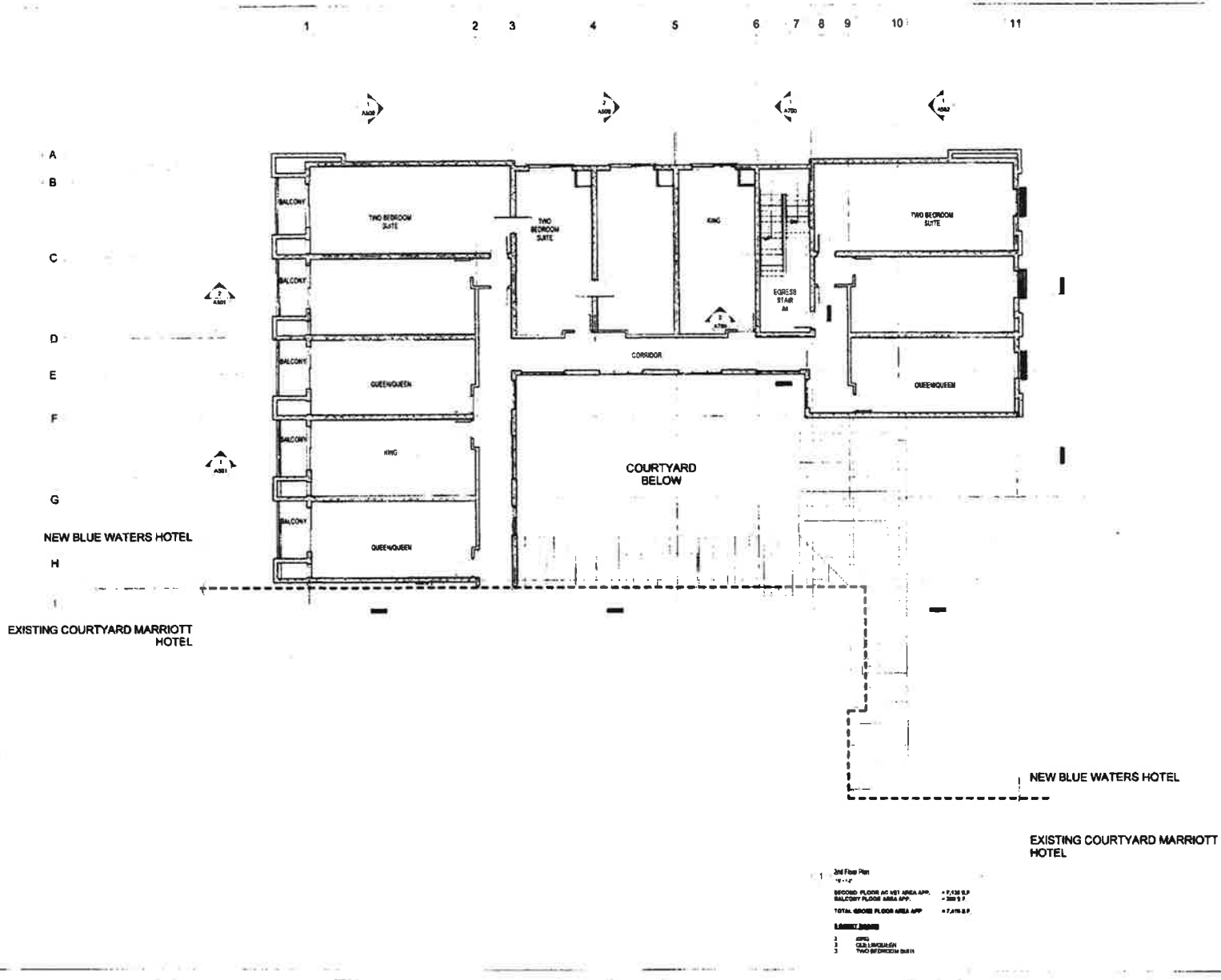
Approved
DATE 4/28/25
Planning

Site Plan

Client Name: Prime Design
Project Number: 111014
Date: 02/17/25
Project Location: See Plan Supplement
Created by: LK/abp

A005

Doc# 2054009
 BKH 2770 Pgh 1419



NEW BLUE WATERS HOTEL

EXISTING COURTYARD MARRIOTT HOTEL

NEW BLUE WATERS HOTEL

EXISTING COURTYARD MARRIOTT HOTEL

2nd Floor Plan
 14'-0" x 14'-0"
 SECOND FLOOR NET AREA APP. = 5,136 S.F.
 BALCONY FLOOR AREA APP. = 200 S.F.
 TOTAL GROSS FLOOR AREA APP. = 5,336 S.F.
 LEGEND:
 1 KING
 2 QUEENQUEEN
 3 TWO BEDROOM SUITE

pd
PRIME DESIGN ASSOCIATES
 ARCHITECTURE PLANNING DESIGN
 AA 20002224
 4001 BIRMGHAM ST. SUITE 400
 HOLLYWOOD FLORIDA 33021
 VOICE: 954.382.8788
 FAX: 954.382.8788

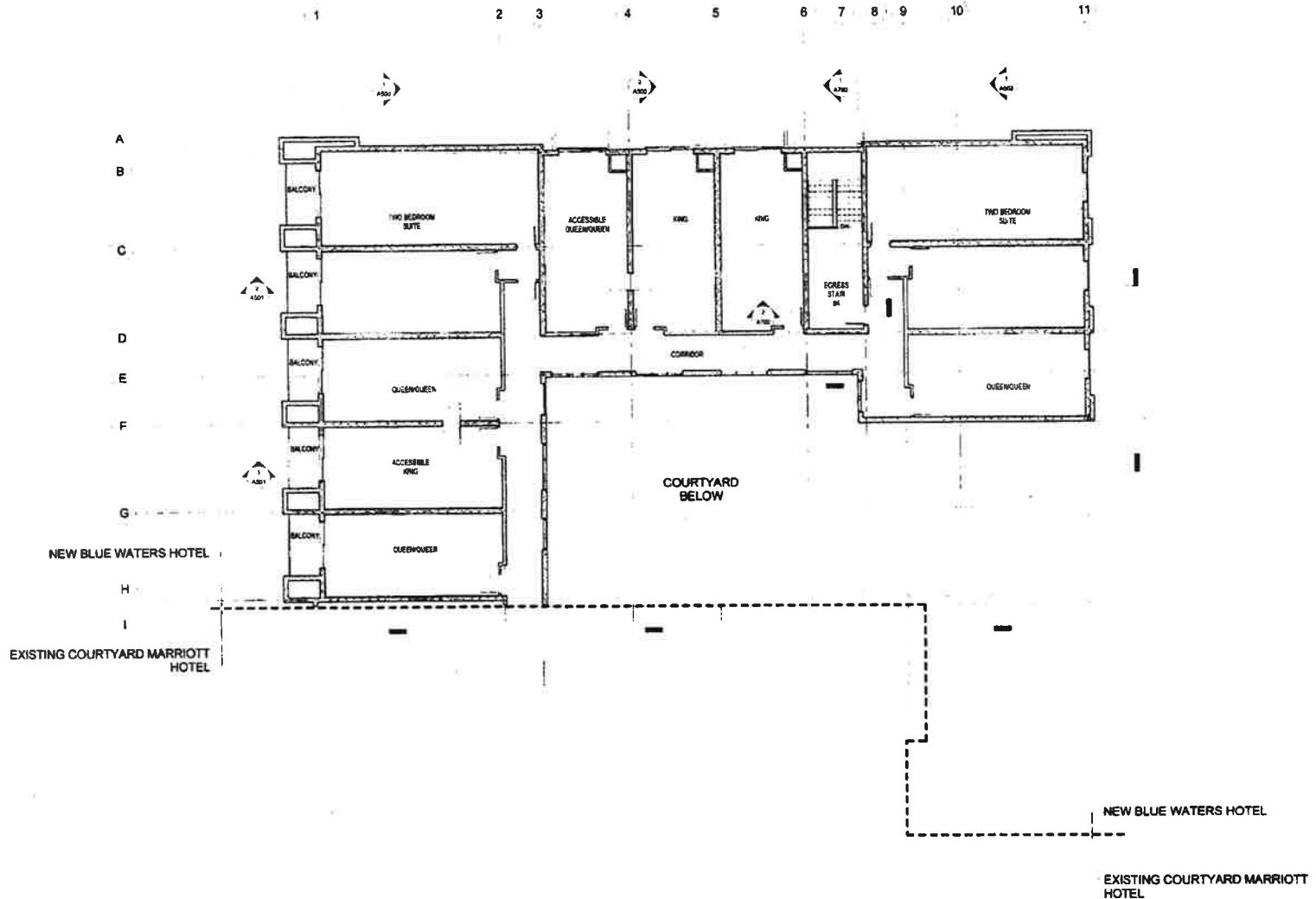
SEAL
 MAYER & ARBO, ARCHITECT

Blue Waters Hotel
 Marathon, Florida

Second Floor Plan

A201

Doc# 2054009
 BKN 2770 Page 1420



3rd Floor Plan

THIRD FLOOR AG SET AREA APP. • 7,138 S.F.
 BALCONY FLOOR AREA APP. • 288 S.F.
TOTAL THIRD FLOOR AREA APP. • 7,426 S.F.

SHEET ROOMS

1 KING
 2 ACCESSIBLE KING
 3 QUEEN/QUEEN
 4 ACCESSIBLE QUEEN/QUEEN
 5 TWO BEDROOM SUITE

pd
PRIME DESIGN
 ASSOCIATES
 ARCHITECTURE PLANNING DESIGN

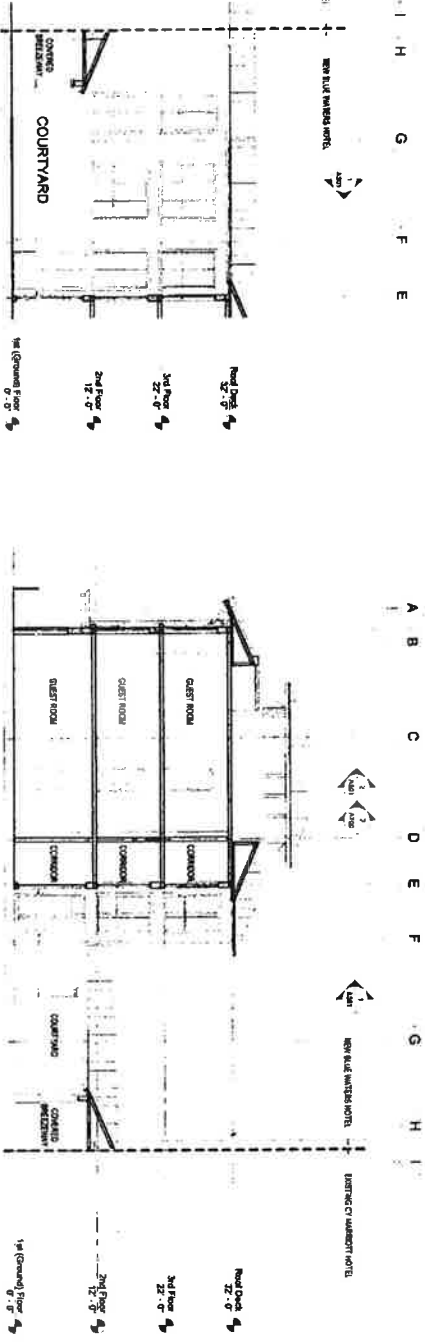
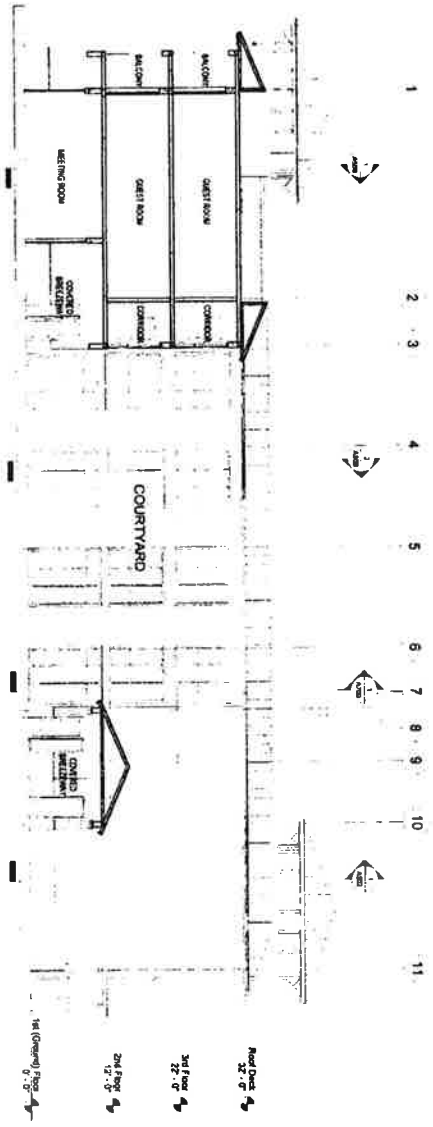
AA 28802334
 4811 BERRIDIAN ST. SUITE 400
 HOLLYWOOD FLORIDA 33021
 VOICE: 954-382-8788
 FAX: 954-382-8748

SEAL
 MAYER S. ABBO, ARCHITECT

Blue Waters Hotel
 Marathon, Florida

Third Floor
 Plan

Client Name	Prime Hospitality
Project Name	Blue Waters
Date	05/11/10
Project No.	See Plan Schedule
Drawn by	Shane
A202	



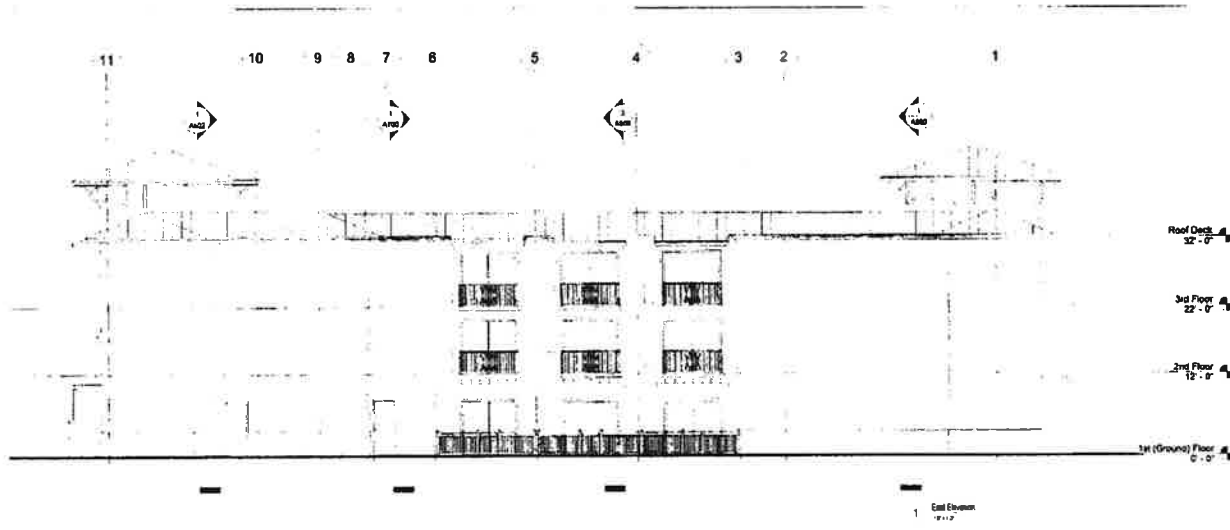
Blue Waters Hotel
Marathon, Florida

pd
PRIME DESIGN
ASSOCIATES
ARCHITECTURE PLANNING DESIGN
A.A. 18583334
10411 SHIMMICK ST. SUITE 400
FORT WORTH, TEXAS 76102
VOICE 817-335-2278
FAX 817-335-2279

SEA
DAVID S. ABRO, ARCHITECT

Courtyard Elevations
A403

Doch 2054009
Bk# 2770 P# 1422



pd
PRIME DESIGN
ASSOCIATES
ARCHITECTURE PLANNING DESIGN
AA 26602234
4651 SHERIDAN ST. SUITE 400
HOLLYWOOD FLORIDA, 33021
VOICE: 954.362.8798
FAX: 954.362.8748

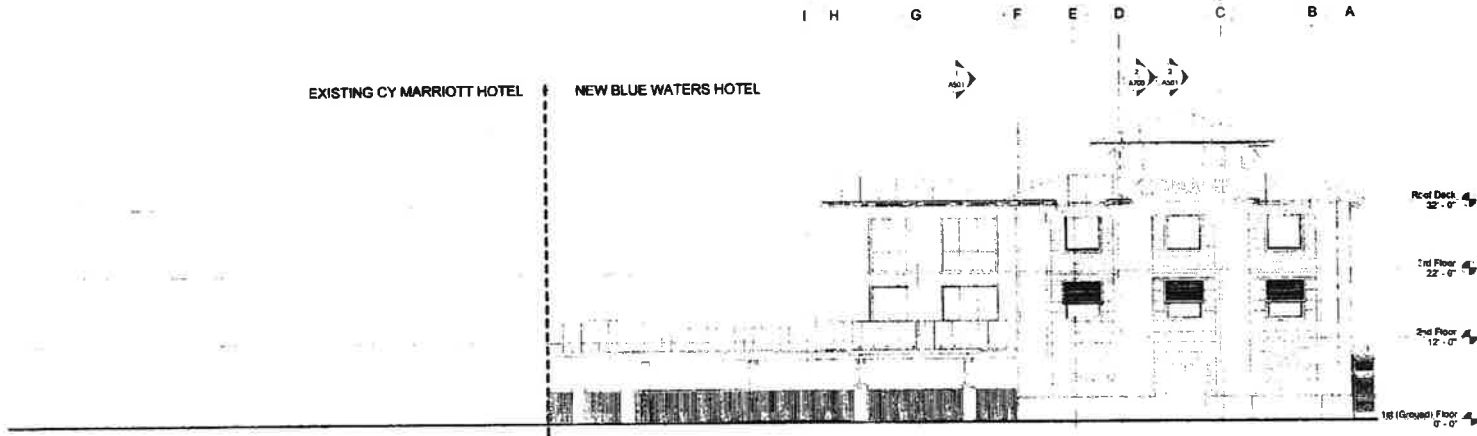
REAL
MAYER S. AMCO, ARCHITECT
Professional Seal of Mayer S. Amco, Architect, State of Florida, License No. 12014, expires 12/31/2014. This drawing is the property of Prime Design Associates, Inc. and is not to be used for any other project without the written consent of Prime Design Associates, Inc. All rights reserved.

Blue Waters Hotel
Marathon, Florida

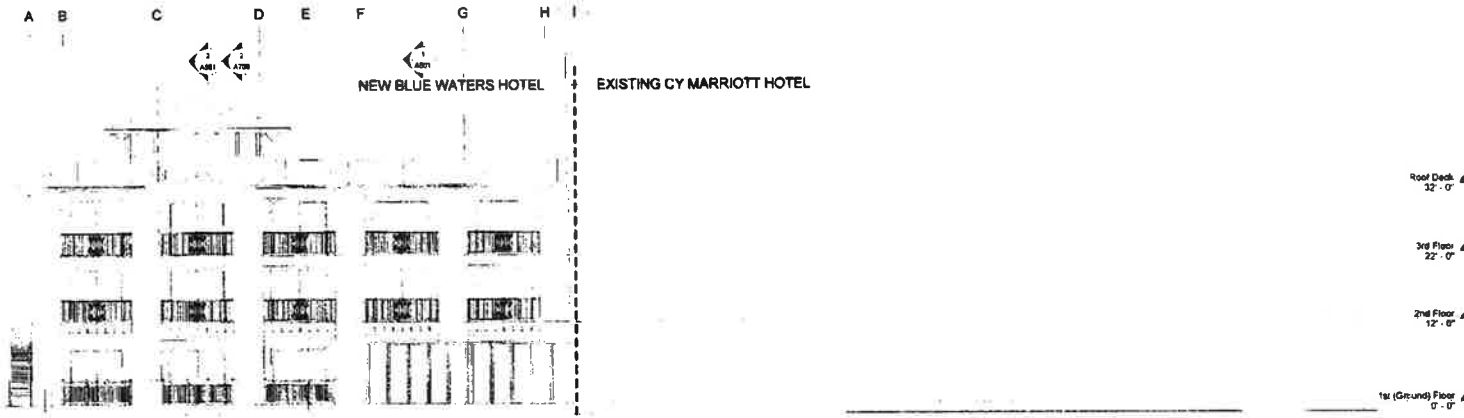
Building
Elevations

Client Name	Prime Hospitality
Project Number	11214
Date	08-11-13
Project Status	50% Plan Submitted
Checked by	DB/AM
A401	
Scale	1/8" = 1'-0"

Doc# 2054009
 BKN 2770 Pgh 1423



1 South (Right Side) Elevation
 4'-11"



2 North Elevation
 4'-11"

pd
PRIME DESIGN
 ASSOCIATES
 ARCHITECTURE PLANNING DESIGN

AA 21882234
 481 SHERIDAN ST. SUITE 480
 HOLLYWOOD FLORIDA, 33021
 VOICE: 954-382-8788
 FAX: 954-392-8748

SEAL
 MAYER S. ASSO. ARCHITECT

Blue Waters Hotel
 Marathon, Florida

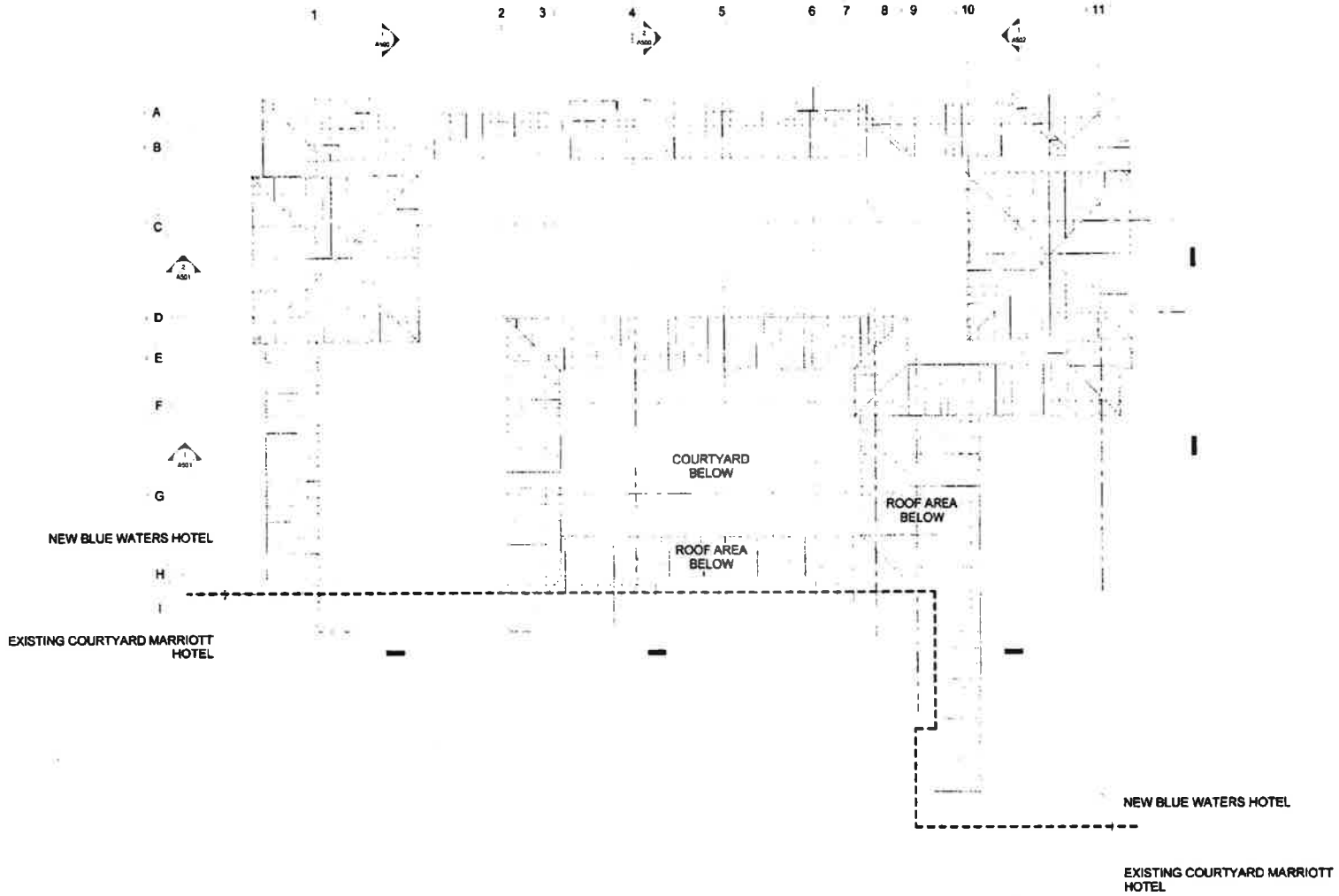
Building
 Elevations

Client Name	Prime Design
Project Number	111111
Date	07/11/11
Project Name	Blue Waters Hotel
Drawn by	Collins

A400

2/11/11 10:07 AM

Doc# 2054009
Bk# 2770 P# 1424



PRIME DESIGN
ASSOCIATES
ARCHITECTURE PLANNING DESIGN

AA 20002234
4851 SHERIDAN ST. SUITE 400
HOLLYWOOD FLORIDA, 33021
VOICE: 954.382.8788
FAX: 954.382.8788

SEAL
MAYER S. ASSO, ARCHITECT

I hereby certify that I am a duly Licensed Professional Architect in the State of Florida, License No. 12000, and that I am the author of the design and design development of the above project. I am a duly Licensed Professional Engineer in the State of Florida, License No. 12000, and that I am the author of the design and design development of the above project. I am a duly Licensed Professional Surveyor in the State of Florida, License No. 12000, and that I am the author of the design and design development of the above project.

Blue Waters Hotel
Marathon, Florida

Scale

Date

Project Name

Client Name

Project No.

Sheet No.

Roof Plan

EXISTING COURTYARD MARRIOTT HOTEL

NEW BLUE WATERS HOTEL

Checked by

Drawn by

A204

Date

