

CITY OF MARATHON, FLORIDA
RESOLUTION 2013-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE SETTLEMENT OF THE LITIGATION STYLED THE CITY OF MARATHON VS. KNIGHTS KEY CORPORATION, ET. AL., CASE NO. 2010-CA-270M PENDING IN THE SIXTEENTH JUDICIAL CIRCUIT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE STIPULATED SETTLEMENT AGREEMENT AND ANY ADDITIONAL DOCUMENTS RELATED TO THE SETTLEMENT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT; TO EXECUTE AND FILE ALL REQUIRED DOCUMENTS WITH THE COURT TO CONCLUDE THE LITIGATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon, Florida (the "City") filed an eminent domain suit against Knights Key Corporation et. al. in an action styled *The City of Marathon vs. Knights Key Corporation, et. al.*, Case No. 2010-CA-270M, pending in the 16th Judicial Circuit (the "Litigation"); and;

WHEREAS, the City and the Defendants desire to avoid the expense and delay of continued litigation and desire to resolve the Litigation on an amicable basis, subject to certain terms and conditions set forth within the Stipulated Settlement Agreement attached hereto; and

WHEREAS, the Circuit Court of the 16th Circuit in and for Monroe County will reserve jurisdiction to enforce the terms and conditions of the Stipulated Settlement Agreement and Final Judgment.

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 Stipulated Settlement Agreement between the City and the Defendants, a copy of which is attached as Exhibit "A," is hereby approved. The appropriate City officials, including the Mayor, City Manager or designee, and City Attorney are authorized to execute and deliver all documents and take all actions necessary to implement the terms and conditions of the Stipulated Settlement Agreement.

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 24TH DAY OF SEPTEMBER, 2013.

THE CITY OF MARATHON, FLORIDA



Mike Cinque, Mayor

AYES: Ramsay, Snead, Keating, Cinque
NOES: None
ABSENT: Bull
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



City Attorney

IN THE CIRCUIT COURT OF THE 16TH
JUDICIAL CIRCUIT OF FLORIDA IN AND
FOR MONROE COUNTY

CASE NO.: 2010-CA-270M

THE CITY OF MARATHON, a Florida
municipal corporation,

Petitioner,

Doc# 1952544 10/03/2013 9:34AM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

vs.

KNIGHTS KEY CORPORATION, a Florida
corporation, et al.

Respondents.

Doc# 1952544
Bk# 2652 Pg# 1766

FILED FOR RECORD
2013 OCT -2 PM 2:31
CLK. CIR. CT.
MONROE COUNTY, FLA.

**STIPULATED SETTLEMENT AGREEMENT
AND FINAL JUDGMENT**

This Settlement Agreement is made as of this 24th day of September 2013, by and among the undersigned (the "**Parties**"), and is intended to settle and resolve with finality all present and future civil claims against all parties to this litigation relating to the subject matter of this litigation, which have been or could have been asserted by any of the parties hereto.

WHEREAS, on June 6, 2010, the City of Marathon, Florida, (the "City") filed its petition in eminent domain pursuant to Chapter 74, Florida Statutes, in order to acquire the property and property rights more specifically described in Exhibit A (the "**Property**"); and

WHEREAS, on January 3, 2011, a Stipulated Order of Taking was entered by the Court granting title to the Property to the City upon the City's deposit of its good faith estimate into the Registry of the Court; and

WHEREAS, the City deposited two hundred and ninety thousand dollars (\$290,000.00) with the Registry of the Court pursuant to the City's good faith estimate of the what the Property was worth; and

WHEREAS, on January 19, 2011, two hundred and eighty five thousand, six hundred and thirty seven dollars and forty three cents (\$285,637.43) was collected by Lacey Willard of CBRE, Inc., not individually but solely as court-appointed Receiver for the Knights Key Park ("Lacey Willard"), pursuant to that Certain Order Appointing Receiver dated August 9, 2010, in case styled Beal Bank Nevada v. Knights Key Corporation, et al, Case No.: 2010-CA-253-M, in the Circuit Court of the Sixteen Judicial Circuit in and for Monroe County, Florida ("Beal Bank Litigation"); and

WHEREAS, four thousand three hundred and sixty two dollars and fifty seven cents (\$4,362.57) is being held and retained by the Monroe County Tax Collector for past due real estate taxes; and

WHEREAS, the City acquired title to the Property pursuant to the Stipulated Order of Taking; and

WHEREAS, the parties have agreed that the City will relinquish its interest in the Property and return all its interests in the Property to the Respondents;

NOW THEREFORE, in consideration of the foregoing representations and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Doc# 1952544
Bk# 2652 Pg# 1767

1. JURISDICTION. The Parties acknowledge that this Court has jurisdiction over the subject matter of this action and over each of the parties to this Settlement Agreement. Jurisdiction is retained by the Court for the purposes of enabling any party to this Settlement Agreement to apply to the Court at any time for further orders and directions as may be necessary and appropriate to implement or enforce this Settlement Agreement,

and the parties hereto agree to present any disputes under this Settlement Agreement to this Court.

2. **APPLICABILITY.** This Settlement Agreement shall be binding upon all Parties and their successors and assigns in the manner expressly provided for herein and shall inure to their benefit and to that of their respective directors, officers, employees, attorneys, representatives, insurers, suppliers, distributors, agents and of any of their present or former parents, subsidiaries, affiliates, divisions, or other organizational units of any kind.
3. **FEES AND COSTS.** The City shall pay to the Petitioners their reasonable attorney's fees and costs as follows:

- Sixty seven thousand, nine hundred and thirty two dollars and 50/100 (\$67,932.50) in legal fees for work performed by Fowler White.
- Three thousand, sixteen dollars and forty five cents (\$3,016.45) in attorney costs for Fowler White.
- Thirteen thousand, five hundred dollars (\$13,500.00) in engineering fees.
- Six thousand, five hundred dollars (\$6,500.00) in landscape architect fees.
- Reimbursement for costs associated with the issuance of a Title Insurance Policy in an amount not to exceed two thousand dollars (\$2,000.00).

Such sums shall be deducted from the payments already made to the Respondents in the form of the good faith estimate funds received by Lacey Willard, as described in the recitals above, with the balance refunded to the City within ten (10) days of receipt of the Joint Motion for Entry of a Stipulated Final Judgment, executed by the Court. Payment to the City shall be by wire transfer. The City shall provide Respondent Lacey Willard with the necessary wire instructions.

4. **PRESENT WASTEWATER CONNECTION.** (a) The owner shall have the right to connect the entire Parent Tract described in Exhibit B ("Parent Tract") in accordance with the City's wastewater utility policies, procedures and rules, to the City's Wastewater

system upon the City's completion of the collection system for the Parent Tract's area. The City represents that said system has and will continue to have sufficient capacity to accept the Parent Tract's current wastewater flow of 51.8 Equivalent Dwelling Units ("EDU's") as defined in the City of Marathon Code of Ordinances, Part II, Chapter 34,

(b) The parties agree that there was an overpayment of \$93,034.70 for wastewater assessment in 2009. Currently the outstanding unpaid wastewater assessments for 2011 totals \$21,590.00, and the outstanding unpaid wastewater assessments for 2012 totals \$21,590, for a grand total of \$43,180.00. The City agrees to place \$43,180.00 into an escrow account until the 2011 and 2012 assessments are paid. No later than ten (10) days from receipt of payment of these outstanding unpaid assessments, the City will mail a check for \$43,180.00 payable to Fowler White Boggs Trust Account at 501 East Kennedy Blvd., Suite 1700, Tampa FL 33601, c/o Fred Werdine for proper disbursement. Upon receipt of the 2013 wastewater assessment of \$21,590.00, the City will repeat the above procedure and mail a check for \$21,590.00 payable to Fowler White Boggs Trust Account at 501 East Kennedy Blvd., Suite 1700, Tampa FL 33601, c/o Fred Werdine for proper disbursement. Upon receipt of the 2014 wastewater assessment of \$21,590.00, the City will repeat the above procedure and mail a check for \$21,590.00 payable to Fowler White Boggs Trust Account at 501 East Kennedy Blvd., Suite 1700, Tampa FL 33601, c/o Fred Werdine for proper disbursement. Upon receipt of the 2015 wastewater assessment of \$21,590.00 the City will repeat the above procedure and mail a check for \$6,674.70 payable to Fowler White Boggs Trust Account at 501 East Kennedy Blvd., Suite 1700, Tampa FL 33601, c/o Fred Werdine for proper disbursement.

Doc# 1952544
Bk# 2652 Pg# 1769

5. FUTURE WASTEWATER ASSESSMENTS. All future wastewater assessments, for the Parent Tract will be calculated based upon a baseline of 51.8 EDU's. Redevelopment of the Parent Tract that results in an increase in the flow of wastewater in excess of the existing 51.8 EDU's will result in the imposition a higher assessment to reflect the actual number of EDU's utilized by the Parent Tract; or the City may impose a "per unit" fee at the then current assessment or system development charge.¹ The Parent Tract will have available for connection to the City's wastewater system as described in Paragraph 4 above a minimum of an additional 224.2 EDU's (for a total of 276 EDU's) of capacity for future redevelopment for a period of three (3) years from the date all appeals of the Beal Bank Litigation have been exhausted, or December 31, 2017 (i.e., a Certificate of Concurrency for 224.2 EDU's), whichever occurs last. In the event that a development application is in process for the Parent Tract, or construction has commenced on the Parent Tract, but not yet been completed by the date of the original term of the EDU entitlement above, then the City agrees that the grant of EDU allocation for the Parent Tract may be extended for another three (3) years from the original expiration date upon the unilateral notice of Owner to the City and the payment of an extension fee in the amount of \$50,000.

6. TRANSFER OF TITLE TO PROPERTY. Within 10 days of receipt of the Stipulated Settlement Agreement and Final Judgment, executed by the Court, the City will return title of the Property to the current owner of the Parent Tract, CXA-10 via Quit Claim Deed in substantially the form attached hereto and made a part hereof as Exhibit C.

¹ Owner shall comply with all applicable rules and regulations of the City's wastewater utility in effect at the time the Parent Tract connects to the City's wastewater system.

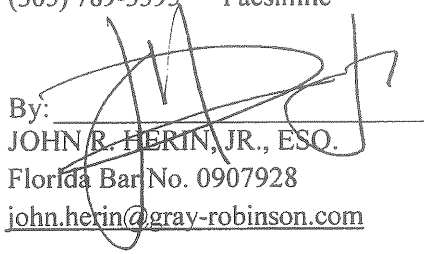
7. AMENDMENT. This Settlement Agreement may be amended only by a writing executed by all signatories hereto and any provision hereof may be waived only by an instrument in writing executed by the waiving party. The waiver by any party of any breach of this Settlement Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.
8. GOVERNING LAW. This Settlement Agreement shall be governed by the laws of the State of Florida.
9. CONSTRUCTION. None of the parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.
10. COUNTERPARTS. This Settlement Agreement may be executed in counterparts. Facsimile or photocopied signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Settlement Agreement.

Doc# 1952544
Bk# 2652 Pg# 1771

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24th September
ENTERED INTO THIS DAY OF AUGUST, 2013.

GRAY ROBINSON, P.A.
Attorneys for Petitioner City of Marathon
401 E. Las Olas Blvd., Suite 1850
Ft. Lauderdale, FL 33301
(954) 761-8111 — Telephone
(305) 789-3395 — Facsimile

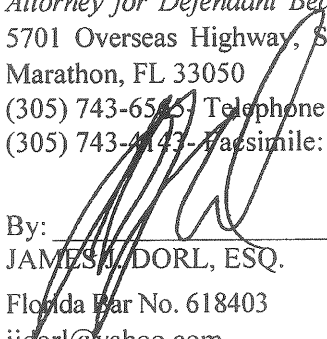
By: 
JOHN R. HERIN, JR., ESQ.
Florida Bar No. 0907928
john.herin@gray-robinson.com

Doc# 1952544
Bk# 2652 Pg# 1772

FOWLER WHITE BOGGS P.A.
Attorneys for Receiver Lacey Willard
P.O. Box 1438
Tampa, FL 33601
(813) 228-7411- Telephone
(813) 229-8313- Facsimile

By: 
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JAMES J. DORL, P.A.
Attorney for Defendant Beal Bank
5701 Overseas Highway, Suite 12
Marathon, FL 33050
(305) 743-6565 Telephone:
(305) 743-4143 Facsimile:

By: 
JAMES J. DORL, ESQ.
Florida Bar No. 618403
jjdorl@yahoo.com

ORDER ADOPTING STIPULATED SETTLEMENT AGREEMENT AND FINAL JUDGMENT

THIS CAUSE came on for consideration by the Court upon the stipulation and Joint Motion of Petitioner, City of Marathon and Respondents, Knights Key Corporation et al., for entry of this Stipulated Settlement Agreement and Final Judgment. It appearing that proper notice was first given to all Respondents and to all persons having or claiming any equity, lien, title or other interest in or to Parcels A and B and the Court being otherwise fully advised in the premises, it is therefore

Doc# 1952544
Bk# 2652 Pg# 1773

ORDERED AND ADJUDGED:

1. That the Court has jurisdiction of this action, of the Subject Property and of the parties in this cause pursuant to Chapters 73 and 74, *Florida Statutes*.
2. The Settlement Agreement entered into by the parties is hereby ratified by the Court and incorporated by reference herein.
3. This case shall be dismissed and the clerk shall note the same of record. The Court shall retain jurisdiction only to enforce the terms of the Settlement Agreement.

DONE AND ORDERED in Chambers Monroe County, Florida, this 30 day of September, 2013.


CIRCUIT JUDGE

cc: All counsel of record

Doc# 1952544
Bk# 2652 Pg# 1774

EXHIBIT "A"



Dagostino & Wood, Inc.

SURVEYOR'S AFFIDAVIT

I hereby certify that the legal description shown below as exhibit "A" lies entirely within the bounds of the legal description shown below as exhibit "B".

Mark W. Wood, Professional Surveyor and Mapper
Florida License #5650
November 7, 2008

Doc# 1952544
Bk# 2652 Pg# 1775

Exhibit "A"

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, KNIGHTS KEY, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 22, BLOCK 1, KNIGHTS KEY VILLAGE, AS RECORDED IN PLAT BOOK 5, PAGE 84 OF THE PUBLIC RECORDS OF MONROE COUNTY FLORIDA; THENCE N84°43'53"E, ALONG THE SOUTHERLY RIGHT OF WAY OF STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY SURPLUS MAP SECTION 90030-2522, FOR 1061.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N84°43'53"E, ALONG SAID RIGHT OF WAY LINE, FOR 154.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, S15°16'07"E FOR 122.00 FEET; THENCE S84°43'53"W, PARALLEL WITH SAID RIGHT OF WAY LINE, FOR 150.00 FEET; THENCE N15°16'07"W FOR 122.00 FEET TO THE POINT OF BEGINNING.

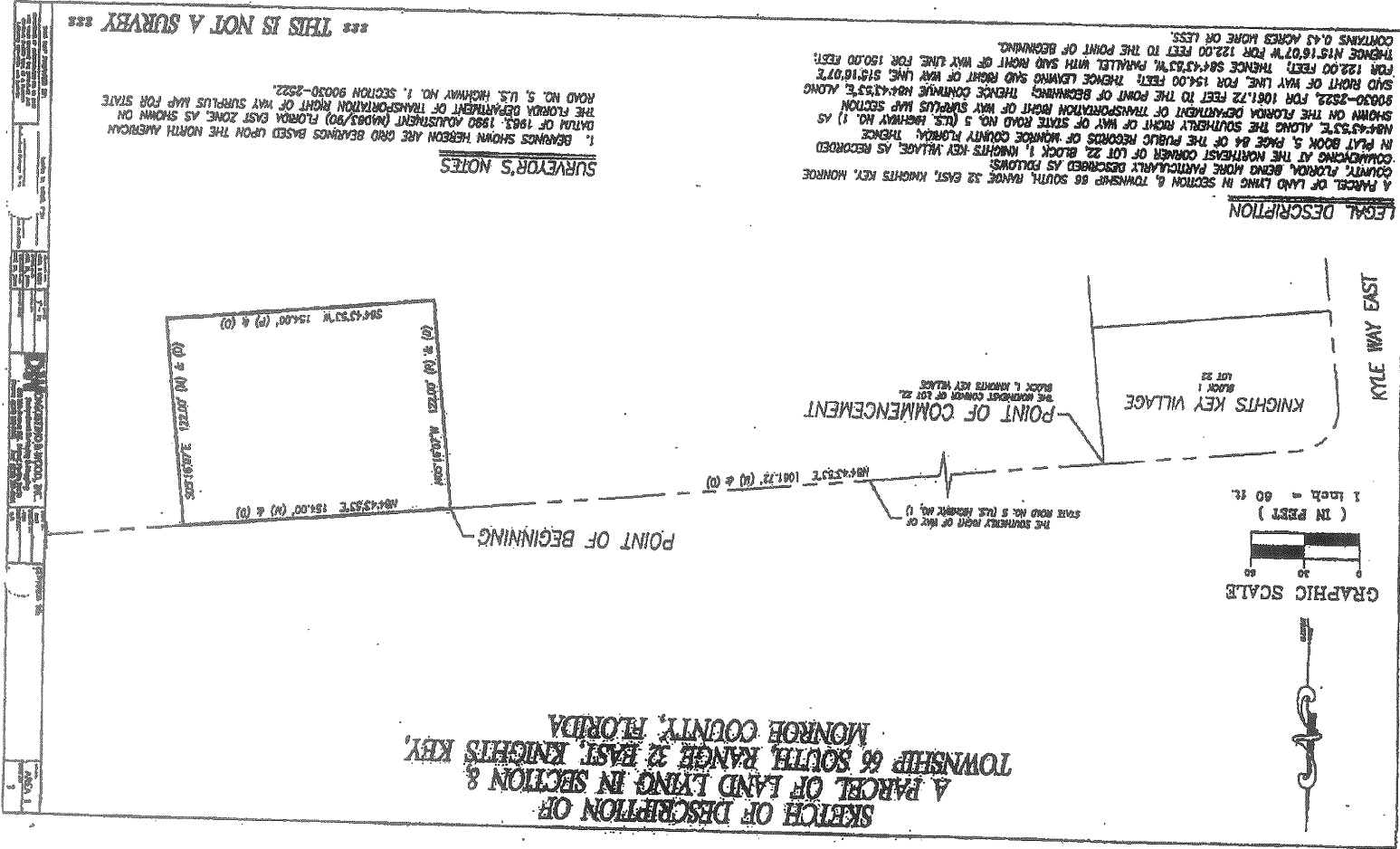
CONTAINS 0.43 ACRES MORE OR LESS.

Exhibit "B"

COMMENCING AT THE INTERSECTION OF THE LINE COMMON TO SECTION 8 AND 9, TOWNSHIP 66 SOUTH, RANGE 32 EAST TALLAHASSEE MERIDIAN, KEY VACA, MONROE COUNTY, FLORIDA, WITH THE CENTERLINE OF U.S. HIGHWAY NO. 1, AS EXISTING DECEMBER 15, 1959; THENCE WESTERLY ALONG SAID CENTERLINE, 2450 FEET; THENCE SOUTHERLY AND AT A RIGHT ANGLE, 160 FEET TO ITS INTERSECTIONS WITH THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF SAID U.S. HIGHWAY NO. 1, THE POINT OF BEGINNING; THENCE ALONG SAID LINE EXTENDED, 40 FEET TO THE SOUTHERNMOST POINT OF THE WIDENED RIGHT OF WAY OF SAID U.S. HIGHWAY NO. 1; THENCE CONTINUING ALONG SAID LINE INTO THE WATERS OF THE ATLANTIC OCEAN, 400 FEET; THENCE WESTERLY, AT A RIGHT ANGLE, AND PARALLEL TO THE CENTERLINE OF SAID U.S. HIGHWAY NO. 1, 130 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF KNIGHTS KEY; THENCE MEANDERING SAID MEAN HIGH WATER LINE IN A SOUTHERLY, WESTERLY, SOUTHERLY, NORTHERLY, WESTERLY, AND NORTHERLY DIRECTIONS TO THE INTERSECTION OF SAID MEAN HIGH WATER LINE WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING; IT BEING INTENDED TO DESCRIBE ALL THAT PART OF GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AND LOT 1, SECTION 17, TOWNSHIP 66 SOUTH, RANGE 32 EAST, ON KNIGHTS KEY LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1 AND A PORTION OF SUBMERGED LAND LYING ADJACENT TO AND CONTIGUOUS WITH SAID KNIGHTS KEY, SAID SUBMERGED LAND BEING DESCRIBED AND DEEDED IN I & I DEED NO. 2007.

LESS AND EXCEPT KNIGHTS KEY VILLAGE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 84, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

610 18TH Avenue NE Naples, FL 34120
Phone-(239)352-6085 Fax-(239)352-6095



PARCEL A
LEGAL DESCRIPTION

A PORTION OF SECTION 8, TOWNSHIP 86 SOUTH, RANGE 32 EAST, ON KNIGHTS KEY, MONROE COUNTY, FLORIDA, BEING A PORTION OF THE RIGHT-OF-WAY OF STATE ROAD NO. 5 (U.S. 1) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 90030-2522, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.E. CORNER OF LOT 22, BLOCK 1 OF "KNIGHTS KEY VILLAGE" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 84, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 5 (U.S. 1) AS SHOWN ON SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; THENCE N64°43'39"E, ALONG THE PREVIOUSLY DESCRIBED RIGHT-OF-WAY LINE, FOR 1246.69 FEET; THENCE N0°42'56"W, DEPARTING SAID RIGHT-OF-WAY LINE, FOR 80.06 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 50°40'54" FOR A DISTANCE OF 81.92 FEET TO A POINT ON SAID CURVE; THENCE N51°16'21"W FOR 28.25 FEET; THENCE S 84°43'38" W FOR 123.01 FEET; THENCE S 53°56'46" E FOR 28.89 FEET; THENCE N 84°33'28" E FOR 20.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 34.50 FEET AND A CENTRAL ANGLE OF 81°20'43" FOR A DISTANCE OF 48.98 FEET TO A POINT ON SAID CURVE; THENCE S 17°04'47" E FOR 8.04 FEET; THENCE S 87°15'17" W FOR 4.09 FEET; THENCE S 21°03' E FOR 21.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 29.00 FEET AND A CENTRAL ANGLE OF 87°05'04" FOR A DISTANCE OF 44.08 FEET TO THE POINT OF TANGENCY; THENCE S 84°59'01" W FOR 116.55 FEET; THENCE S 84°47'32" W FOR 1026.77 FEET; THENCE S 51°07' E FOR 27.58 S 80°48'37" W FOR 19.44 FEET; THENCE S 19°44'37" W FOR 19.44 FEET; THENCE S 84°47'32" W FOR 1026.77 FEET; THENCE S 51°07' E FOR 27.58 FEET TO THE POINT OF BEGINNING.

SURVEYORS NOTES AND REPORT:
THIS IS NOT A BOUNDARY SURVEY, THIS IS A SKETCH TO ACCOMPANY A LEGAL DESCRIPTION.
BEARINGS SHOWN HEREON ARE BASED ON THE SYSTEM AS SHOWN ON F.D.O.T. RAW MAP FOR SECTION 90030-2522 ALONG THE CENTERLINE OF S.R. 5 (U.S. 1) WHICH IS S 84°43'39" W.
FOR SKETCH TO ACCOMPANY THIS LEGAL DESCRIPTION SEE PAGES 2 AND 3 OF 3.
FOR LOCATION OF EXISTING IMPROVEMENTS SEE PAGE 3 OF 3.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
MANUEL G. YERA, JR.
PROFESSIONAL SURVEYOR AND MAPPER No. 5291
STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

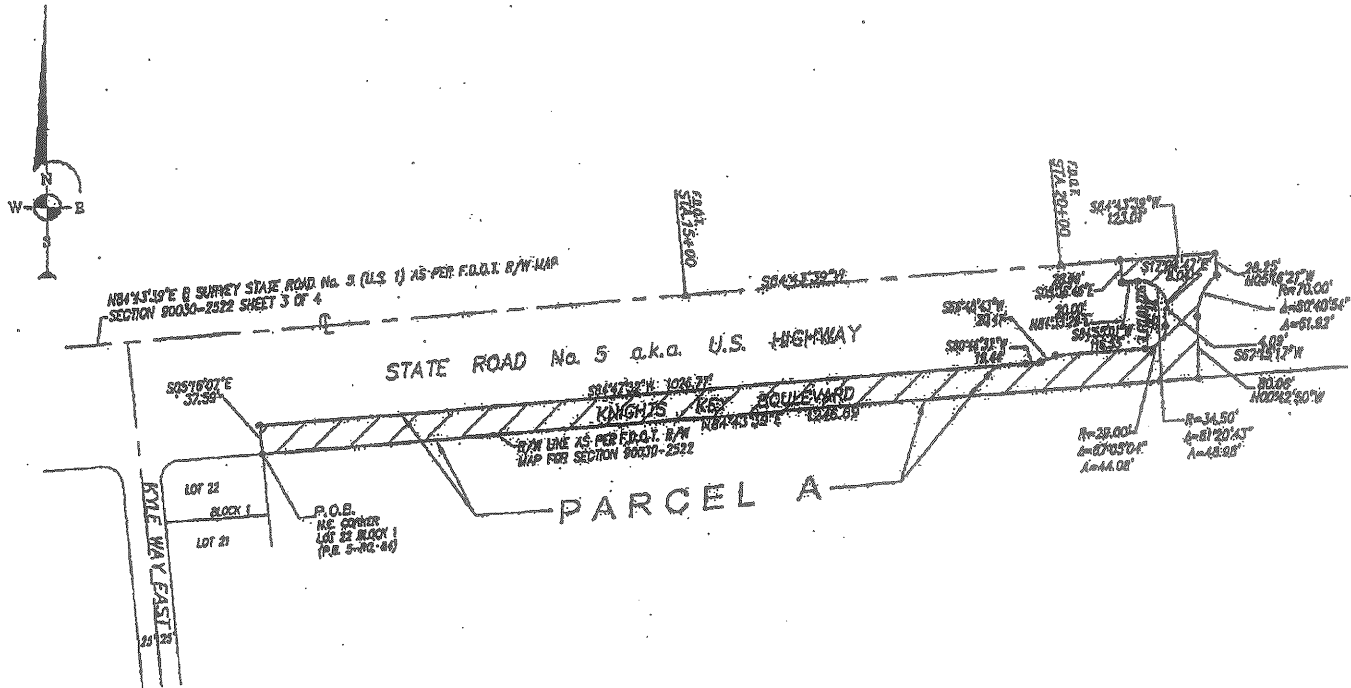
MANUEL G. YERA & ASSOCIATES, INC.
ENGINEERS & SURVEYORS & MAPPERS
13860 SW 47th Street, Suite 100, Miami, FL 33156 & Phone (305) 224-8830
P.O. BOX 866878 • Miami, FL 33286 & Fax (305) 224-1288
www.mgy.com • e-mail: mgy@mgy.com • 1-800-368-1288
LB 2438

DATE	06-17-2009
SCALE	N.A.
CASE	
PROJECT	KNIGHTS KEY BLVD.
TITLE	N.A.
DATE	
PARCEL	S.N.
DISTRICT	N.A.

1 OF 3

FOR SKETCH SEE PAGES 2 AND 3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND:

- C = DENOTES CENTER LINE
- P.L. = DENOTES PROPERTY LINE
- R/W = DENOTES RIGHT-OF-WAY
- P.G. = DENOTES PAGE
- P.B. = DENOTES PLAT BOOK
- P.O.C. = DENOTES POINT OF COMMENCE
- P.O.B. = DENOTES POINT OF BEGINNING
- C.B.S. = DENOTES CONCRETE BLOCK STUCCO

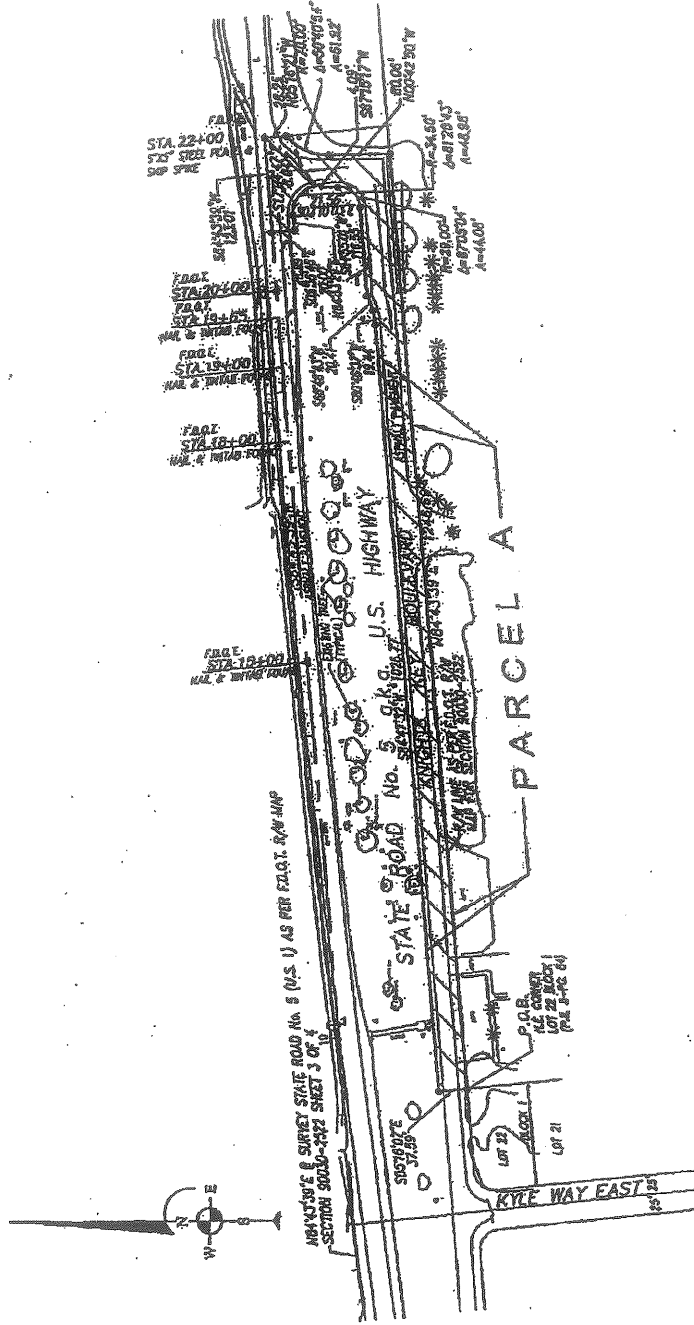
FOR LEGAL DESCRIPTION SEE PAGE 1

MANUEL G. VERA & ASSOCIATES, INC.
 ENGINEERS • SURVEYORS • MAPPERS
 13980 NW 47th Street Miami, FL 33175 • Phone (305) 221-6210
 P.O. BOX 850578 • Miami, FL 33288 • Fax (305) 221-1293
 www.mgv.com • e-mail: mver@mgv.com • LE: 2438

PROJECT: SKETCH TO ACCOMPANY LEGAL DESCRIPTION		
BLK/SEC: KNIGHTS KEY BLVD.	JOB No. N.A.	
DATE: 06-17-2009	SCALE: 1" = 200'	CASE: 2 OF 3
DRAWN BY: S.N.		

Doc# 1952544
 Bk# 2652 P# 1778

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND:

- DENOTES CENTER LINE
- DENOTES PROPERTY LINE
- R/W DENOTES RIGHT-OF-WAY
- P.B. DENOTES PLAT BOOK
- P.O.C. DENOTES POINT OF COMMENCEMENT
- P.O.B. DENOTES POINT OF BEGINNING
- C.B.S. DENOTES CONCRETE BLOCK STUCCO

FOR LEGAL DESCRIPTION SEE PAGE 1

MANUEL G. VERA & ASSOCIATES, INC. ENGINEERS & SURVEYORS & MAPPERS 13940 SW 47th Street, Miami, FL 33185 • Phone (305) 271-4240 P.O. BOX 860078 • Miami, FL 33286 • Fax (305) 271-4255 www.mgv.com • e-mail: mmanuel@mgv.com L.L. 2438		TITLE: SKETCH PROJECT: KNIGHTS KEY BLVD. DATE: 06-17-2009 DRAWN BY: S.N.	LEGAL DESCRIPTION: N.A. SCALE: 1" = 200' PAGE: 3 OF 3
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COMPOSITE
EXHIBIT "B"

Doc# 1952544
Bk# 2652 Pg# 1780

Doc# 1910051
Bk# 2601 Pgs 1115

Doc# 1952544
Bk# 2652 Pgs 1781



EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

Commencing at the intersection of the line common to Section 8 and 9, Township 66 South, Range 32 East, Tallahassee Meridian, Key Vaca, Monroe County, Florida, with the centerline of U.S. Highway No. 1, as existing December 15, 1959; thence Westerly along said centerline, 2450 feet; thence Southerly and at a right angle, 160 feet, to its intersections with the Southerly boundary line of the Right-of-Way of said U.S. Highway No. 1, the Point of Beginning; thence along said line extended, 40 feet to the Southernmost point of the widened Right-of-Way of said U.S. Highway No. 1; thence continuing along said line into the waters of the Atlantic Ocean, 400 feet; thence Westerly, at a right angle, and parallel to the centerline of said U.S. Highway No. 1, 130 feet more or less to the Mean High Water Line of Knights Key; thence meandering said Mean High Water Line in a Southerly, Westerly, Southerly, Northerly, Westerly and Northerly directions to the intersection of said Mean High Water Line with the Southerly Right-of-Way line of said U.S. Highway No. 1; thence Easterly along said Southerly Right-of-Way line to the Point of Beginning; it being intended to describe all that part of Government Lot 2, Section 8, Township 66 South, Range 32 East, and Government Lot 1, Section 17, Township 66 South, Range 32 East, on Knights Key lying South of the Southerly Right-of-Way line of said U.S. Highway No. 1 and a portion of submerged land lying adjacent to and contiguous with said Knights Key, said submerged land being described and deeded in 1 & 1 Deed No. 2007.

Less and Except Knights Key Village, a subdivision according to the plat thereof as recorded in Plat Book 5, Page 84, Public Records of Monroe County, Florida.

PARCEL 2

A portion of Section 8, Township 66 South, Range 32 East, on Knights Key, Monroe County, Florida, being a portion of the right of way of State Road No. 5 (U.S. 1) as shown on the Florida Department of Transportation Right of Way Map for Section 90030-2522, more particularly described as follows:

Beginning at the Northeast corner of Lot 22, Block 1 of "Knights Key Village" according to the plat thereof as recorded in Plat Book 5, at Page 84, of the Public Records of Monroe County, Florida, said point being on the South right of way line of State Road No. 5 (U.S. 1) as shown on said Florida Department of Transportation Right-of-Way Map, thence North 84° 43'39" East, along the previously described right of way line, for 1282.92 feet; thence North 5° 16'21" West, departing said right of way line, for 79.32 feet to a point on a line parallel with and 79.32 feet North of, as measured at right angle, said South right of way line; thence along the previously described line for the following described three (3) courses; 1) thence South 84° 43'39" West along a limited access line, for 33.50 feet; 2) thence continue South 84° 43'39" West for 34.50 feet; 3) thence continue South 84° 43'39" West, along a limited access line, for 1214.92 feet to a point on the Northerly extension of the East line of said Lot 22, Block 1; thence South 5° 16'21" East, along the previously described line, for 79.32 feet to the Point of Beginning, lying and being in Knights Key, Monroe County, Florida.

Doc# 1910051
Bk# 2601 Pg# 1116

Doc# 1952544
Bk# 2652 Pg# 1782

EXHIBIT "B"

All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Property ("Improvements");

All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Debtor and now or subsequently located on, attached to or used in and about the Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, telephone systems, televisions and television systems, computer systems, and all fixtures and appurtenances; and such other goods and chattels and personal property owned by Debtor as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Real Property or Improvements, and all warranties and guarantees relating thereto, and all additions thereto and substitutions and replacements therefor;

All easements, rights-of-way, strips and gires of land, vaults, streets, ways, alleys, passages, sewer rights, and other emblements now or subsequently located on the Real Property or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to any of the Real Property, or which subsequently shall in any way belong, relate or be appurtenant to the Real Property, whether now owned or subsequently acquired by Debtor;

All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Real Property or the Improvements, or any part thereof, whether now existing or subsequently created or acquired;

All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Real Property;

All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Secured Party pursuant to this instrument or any other of the Loan Documents;

All leases, licenses, concessions and occupancy agreements of the Real Property or the Improvements now or subsequently entered into and all rents, royalties, issues, profits, revenue, income and other benefits (collectively, "Rents and Profits") of the Real Property or the Improvements, now or subsequently arising from their use or enjoyment or from any lease, license, concession, occupancy agreement or other agreement pertaining to the Real Property or the Improvements or arising from any of the Contracts (as defined below) or any

of the General Intangibles (as defined below) and all cash or securities deposited to secure performance by the tenants, lessees or licensees, as applicable, of their obligations under any such leases, licenses, concessions or occupancy agreements, whether said cash or securities are to be held until the expiration of the terms of said leases, licenses, concessions or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of said terms, subject to, however, the provisions contained in Section 1.9;

All contracts and agreements now or subsequently entered into relating to any part of the Real Property or the Improvements or any other portion of the Real Property (collectively, "Contracts"), including, without limitation, contracts of sale of any portion of the Real Property and all revenue, income and other benefits thereof and deposits thereunder, including, without limitation, condominium unit sales contracts, land sales contracts, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases, agreements relating to collection of receivables or the use of customer lists or other information, and any contracts or documents relating to construction on any part of the Real Property or the Improvements or other portions of the Real Property (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Real Property or the Improvements;

All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Real Property or the Improvements;

All present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including without limitation, trademarks, trade names, service marks and symbols now or subsequently used in connection with any part of the Real Property or the Improvements, all names by which the Real Property or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or subsequently relating to the Real Property or the Improvements) and all notes or chattel paper now or subsequently arising from or by virtue of any transactions related to the Real Property or the Improvements, and all customer lists, other lists and business information relating in any way to the Real Property, the Improvements, other portions of the Real Property or its use (collectively, "General Intangibles");

All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, plats, certificates, consents, approvals and other rights and privileges now or subsequently obtained in connection with the Real Property or the Improvements and all present and future warranties and guarantees relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or subsequently located or installed on the Real Property or the Improvements;

All building materials, supplies and equipment now or subsequently placed on the Real Property or in the Improvements and all architectural renderings, models, drawings, plans, specifications, reports, studies and data now or subsequently relating to the Real Property or the Improvements;

All right, title and interest of Debtor in any insurance policies or binders now or subsequently relating to the Real Property including any unearned premiums thereon;

Doc# 1952544
Bk# 2652 P# 1784

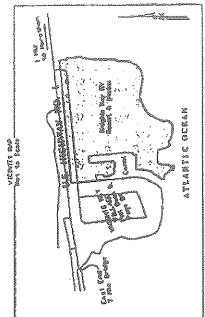
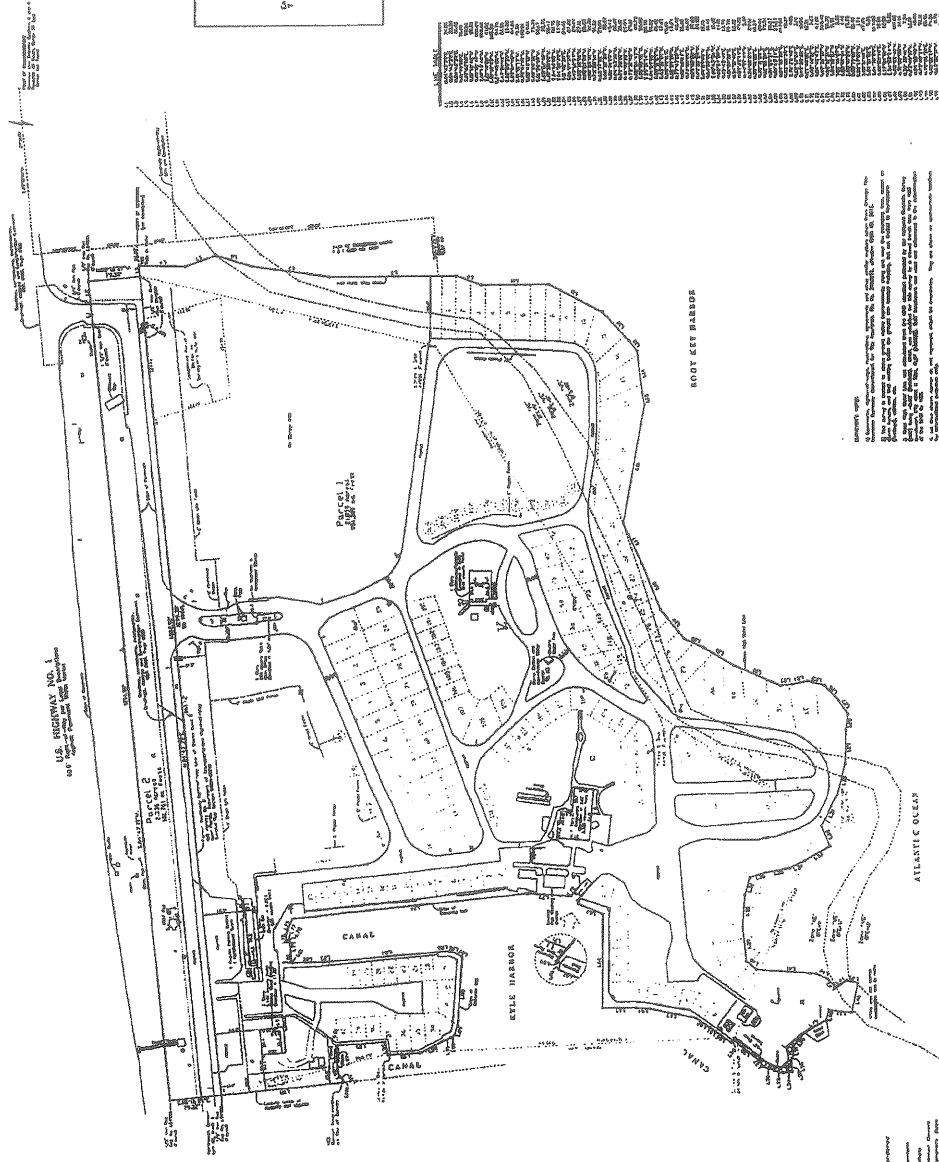
Doc# 1910051
Bk# 2601 P# 1118

All other or greater rights and interests of every nature in the Real Property or the improvements and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Debtor;

All "Accounts", "Chattel Paper", "Documents", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", and "Investment Property" (as such items are defined in the Uniform Commercial Code as enacted in Florida) now or hereafter acquired with respect to the Real Property or the improvement; and

All extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds of any of the foregoing, and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, farm products, consumer goods, general intangibles and other property of any nature constituting proceeds acquired with proceeds of any of the property described above.

ALTA/ACSM LAND TITLE SURVEY
SECTION 8, TOWNSHIP 85 SOUTH, RANGE 32 EAST
MONROE COUNTY, FLORIDA



NOTED: THE SURVEYOR HAS REVIEWED THE RECORDS OF THE MONROE COUNTY CLERK'S OFFICE AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEYS OF THIS SECTION.

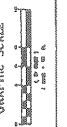
THE SURVEYOR HAS REVIEWED THE RECORDS OF THE MONROE COUNTY CLERK'S OFFICE AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEYS OF THIS SECTION.

THE SURVEYOR HAS REVIEWED THE RECORDS OF THE MONROE COUNTY CLERK'S OFFICE AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEYS OF THIS SECTION.



- 1. Surveyor
- 2. Assistant Surveyor
- 3. Chainman
- 4. Flagman
- 5. Driver
- 6. Cook
- 7. Carpenter
- 8. Blacksmith
- 9. Saddler
- 10. Shoemaker
- 11. Weaver
- 12. Tinsmith
- 13. Wheelwright
- 14. Gunsmith
- 15. Jeweler
- 16. Barber
- 17. Tailor
- 18. Hatter
- 19. Bookbinder
- 20. Stationer
- 21. Printer
- 22. Sign Painter
- 23. Coach Maker
- 24. Harness Maker
- 25. Saddler
- 26. Shoemaker
- 27. Weaver
- 28. Tinsmith
- 29. Wheelwright
- 30. Gunsmith
- 31. Jeweler
- 32. Barber
- 33. Tailor
- 34. Hatter
- 35. Bookbinder
- 36. Stationer
- 37. Printer
- 38. Sign Painter
- 39. Coach Maker
- 40. Harness Maker

PROJECT NUMBER	8584-01
DATE	04-10-12
BY	04-10-12
SCALE	1" = 40'
SHEET NUMBER	1 OF 1



ALTA/ACSM LAND TITLE SURVEY
1 Knight's Key Boulevard, Marietta, Florida

CRS GROUP, INC.
10000 Knight's Key Boulevard
Old Republic National Title Insurance Company, Inc.
CAM-10 CORPORATION

DATE	04-10-12
BY	04-10-12
SCALE	1" = 40'

BROOKS AND AMADEN, INC.
SURVEYING AND ENGINEERING
2643 PALM BEACH ROAD - BOCA RATON, FLORIDA 33433
P. 813-851-1125 • www.brooks-amaden.com
State of Florida, 23774, Certificate of No. 0581

EXHIBIT "C"

Doc# 1952544
Bk# 2652 Pg# 1786

This instrument was prepared by
and return to :
FRED WERDINE, ESQ.
FOWLER WHITE BOGGS, P.A.
Post Office Box 1438
Tampa, Florida 33602

Doc# 1952544
Bk# 2652 Pg# 1787

QUITCLAIM DEED

THIS INDENTURE, made the _____ day of July, 2013 between **THE CITY OF MARATHON**, a Florida municipal corporation, (the "Grantor"), whose address is _____, and **CXA-10 CORPORATION**, a Texas Corporation, (the "Grantee"), whose address is 6000 Legacy Drive, Plano TX 75024.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by Grantee, the receipt of which is hereby acknowledged, have released, remised and quitclaimed, and by these presents do release, remise and quitclaim to Grantee and Grantee's heirs and assigns forever, all of Grantor's interest in the following described real property situated in Monroe County, Florida:

See Attached Exhibit "A"

TO HAVE AND TO HOLD the same unto Grantee, Grantee's heirs and assigns, to their proper use, benefits and behoof forever.

Grantor represent and warrant that no part of the above described real property is homestead real property or any part of the homestead real property of Grantor, but Grantor makes no other representations or warranties of title whatsoever.

IN WITNESS WHEREOF, Grantor has executed and delivered this Quitclaim Deed on the date first set out above.

WITNESSES:

THE CITY OF MARATHON

Print name _____

By: _____

As: _____

Print name _____

Doc# 1952544
Bk# 2652 Pg# 1788

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this _____ day of July, 2013, by _____, as _____ of The City of Marathon, a Florida municipal corporation, who are personally known to me or who has produced _____ as identification.

Print name _____

Notary Public

My Commission Expires _____



Dagostino & Wood, Inc.

SURVEYOR'S AFFIDAVIT

I hereby certify that the legal description shown below as exhibit "A" lies entirely within the bounds of the legal description shown below as exhibit "B".

Handwritten signature of Mark W. Wood

Doc# 1952544
Bk# 2652 Pg# 1789

Mark W. Wood, Professional Surveyor and Mapper
Florida License #5650
November 7, 2008

Exhibit "A"

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, KNIGHTS KEY, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

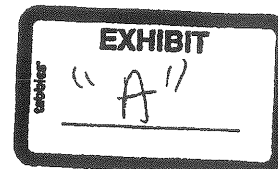
COMMENCING AT THE NORTHEAST CORNER OF LOT 22, BLOCK 1, KNIGHTS KEY VILLAGE, AS RECORDED IN PLAT BOOK 5, PAGE 84 OF THE PUBLIC RECORDS OF MONROE COUNTY FLORIDA; THENCE N84°43'53"E, ALONG THE SOUTHERLY RIGHT OF WAY OF STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY SURPLUS MAP SECTION 90030-2522, FOR 1061.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N84°43'53"E, ALONG SAID RIGHT OF WAY LINE, FOR 154.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, S15°16'07"E FOR 122.00 FEET; THENCE S84°43'53"W, PARALLEL WITH SAID RIGHT OF WAY LINE, FOR 150.00 FEET; THENCE N15°16'07"W FOR 122.00 FEET TO THE POINT OF BEGINNING. CONTAINS 0.43 ACRES MORE OR LESS.

Exhibit "B"

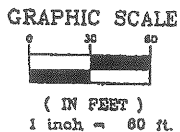
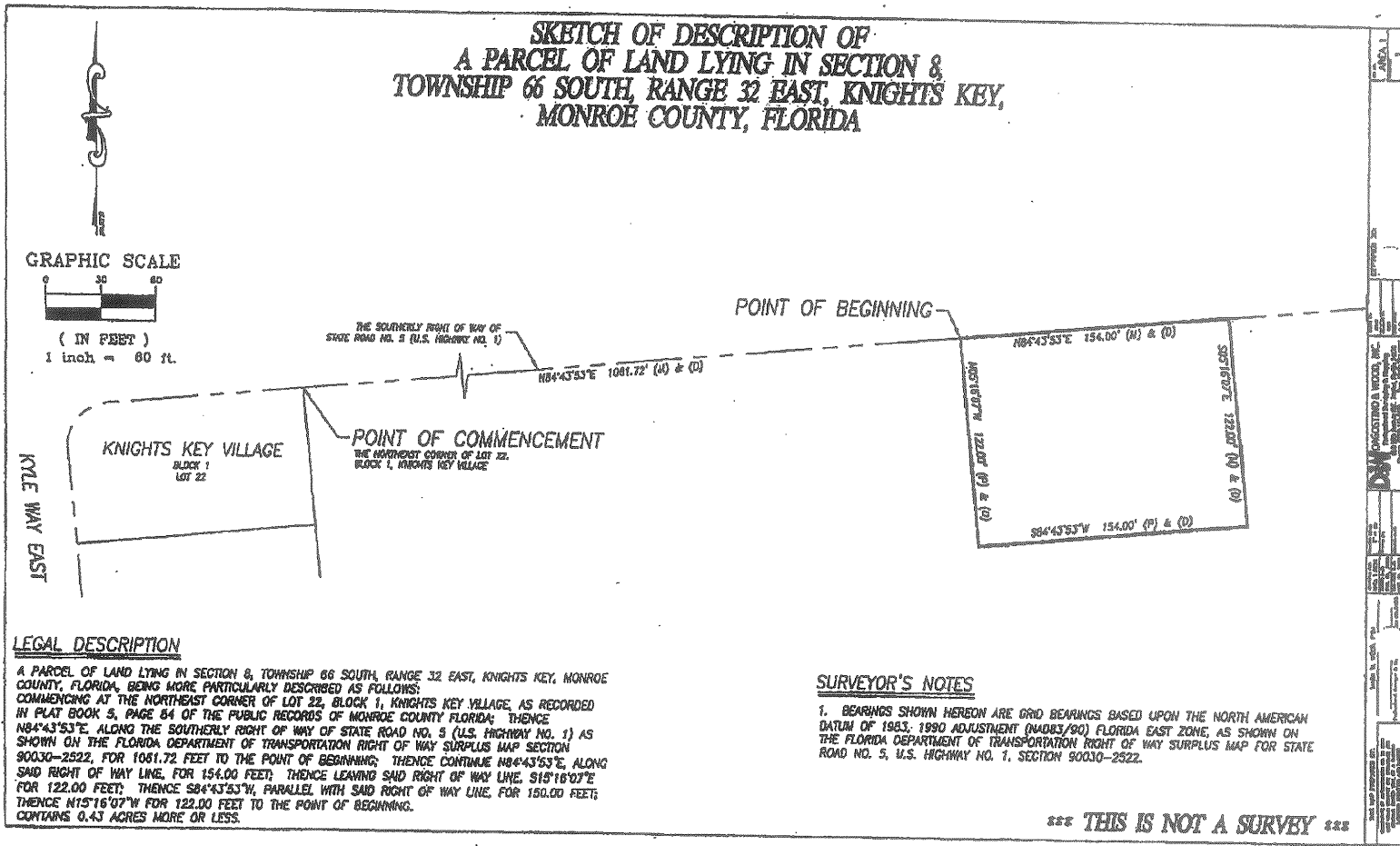
COMMENCING AT THE INTERSECTION OF THE LINE COMMON TO SECTION 8 AND 9, TOWNSHIP 66 SOUTH, RANGE 32 EAST TALLAHASSEE MERIDIAN, KEY VACA, MONROE COUNTY, FLORIDA, WITH THE CENTERLINE OF U.S. HIGHWAY NO. 1, AS EXISTING DECEMBER 15, 1959; THENCE WESTERLY ALONG SAID CENTERLINE, 2450 FEET; THENCE SOUTHERLY AND AT A RIGHT ANGLE, 160 FEET TO ITS INTERSECTIONS WITH THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF SAID U.S. HIGHWAY NO. 1, THE POINT OF BEGINNING; THENCE ALONG SAID LINE EXTENDED, 40 FEET TO THE SOUTHERNMOST POINT OF THE WIDENED RIGHT OF WAY OF SAID U.S. HIGHWAY NO. 1; THENCE CONTINUING ALONG SAID LINE INTO THE WATERS OF THE ATLANTIC OCEAN, 400 FEET; THENCE WESTERLY, AT A RIGHT ANGLE, AND PARALLEL TO THE CENTERLINE OF SAID U.S. HIGHWAY NO. 1, 130 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF KNIGHTS KEY; THENCE MEANDERING SAID MEAN HIGH WATER LINE IN A SOUTHERLY, WESTERLY, SOUTHERLY, NORTHERLY, WESTERLY, AND NORTHERLY DIRECTIONS TO THE INTERSECTION OF SAID MEAN HIGH WATER LINE WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING; IT BEING INTENDED TO DESCRIBE ALL THAT PART OF GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AND LOT 1, SECTION 17, TOWNSHIP 66 SOUTH, RANGE 32 EAST, ON KNIGHTS KEY LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1 AND A PORTION OF SUBMERGED LAND LYING ADJACENT TO AND CONTIGUOUS WITH SAID KNIGHTS KEY, SAID SUBMERGED LAND BEING DESCRIBED AND DEEDED IN I & I DEED NO. 2007.

LESS AND EXCEPT KNIGHTS KEY VILLAGE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 84, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

610 18th Avenue NE Naples, FL 34120
Phone-(239)352-6085 Fax-(239)352-6095



**SKETCH OF DESCRIPTION OF
A PARCEL OF LAND LYING IN SECTION 8,
TOWNSHIP 66 SOUTH, RANGE 32 EAST, KNIGHTS KEY,
MONROE COUNTY, FLORIDA**



LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, KNIGHTS KEY, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF LOT 22, BLOCK 1, KNIGHTS KEY VILLAGE, AS RECORDED IN PLAT BOOK 5, PAGE 84 OF THE PUBLIC RECORDS OF MONROE COUNTY FLORIDA; THENCE N84°43'53"E, ALONG THE SOUTHERLY RIGHT OF WAY OF STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY SURPLUS MAP SECTION 90030-2522, FOR 1081.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N84°43'53"E, ALONG SAID RIGHT OF WAY LINE, FOR 154.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, S15°16'07"E FOR 122.00 FEET; THENCE S84°43'53"W, PARALLEL WITH SAID RIGHT OF WAY LINE, FOR 150.00 FEET; THENCE N15°16'07"W FOR 122.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 0.43 ACRES MORE OR LESS.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED UPON THE NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT (NAD83/90) FLORIDA EAST ZONE, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY SURPLUS MAP FOR STATE ROAD NO. 5, U.S. HIGHWAY NO. 1, SECTION 90030-2522.

*** THIS IS NOT A SURVEY ***

Doc# 1952544
BK# 2652 P# 1790

DATE OF SURVEY	1998
DATE OF RECORDING	1998
BOOK	2652
PAGE	1790
SECTION	8
TOWNSHIP	66 SOUTH
RANGE	32 EAST
COUNTY	MONROE
STATE	FLORIDA
SURVEYOR	D. W. ...
...	...

PARCEL A
LEGAL DESCRIPTION

A PORTION OF SECTION 8, TOWNSHIP 86 SOUTH, RANGE 32 EAST, ON KNIGHTS KEY, MONROE COUNTY, FLORIDA, BEING A PORTION OF THE RIGHT-OF-WAY OF STATE ROAD No. 5 (U.S. 1) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 90030-2522, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.E. CORNER OF LOT 22, BLOCK 1 OF "KNIGHTS KEY VILLAGE" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 84, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD No. 5 (U.S. 1) AS SHOWN ON SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; THENCE N84°43'39"E, ALONG THE PREVIOUSLY DESCRIBED RIGHT-OF-WAY LINE, FOR 1246.69 FEET; THENCE N0°42'50"W, DEPARTING SAID RIGHT-OF-WAY LINE, FOR 80.06 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 50°40'54" FOR A DISTANCE OF 61.92 FEET TO A POINT ON SAID CURVE; THENCE N5°18'21"W FOR 28.25 FEET; THENCE S 84°43'39" W FOR 123.01 FEET; THENCE S 5°38'46" E FOR 28.99 FEET; THENCE N 84°33'29" E FOR 20.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 34.50 FEET AND A CENTRAL ANGLE OF 81°20'43" FOR A DISTANCE OF 48.98 FEET TO A POINT ON SAID CURVE; THENCE S 17°04'47" E FOR 8.04 FEET; THENCE S 67°15'17" W FOR 4.08 FEET; THENCE S 2°10'03" E FOR 21.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 87°05'04" FOR A DISTANCE OF 44.08 FEET TO THE POINT OF TANGENCY; THENCE S 84°55'01" W FOR 116.55 FEET; THENCE S 86°48'43" W FOR 20.41 FEET; THENCE S 80°46'37" W FOR 19.44 FEET; THENCE S 84°47'32" W FOR 1026.77 FEET; THENCE S 5°16'07" E FOR 37.59 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN KNIGHTS KEY, MONROE COUNTY, FLORIDA AND CONTAINING 1.274 ACRES MORE OR LESS.

SURVEYOR'S NOTES AND REPORT:

THIS IS NOT A BOUNDARY SURVEY, THIS IS A SKETCH TO ACCOMPANY A LEGAL DESCRIPTION.

BEARINGS SHOWN HEREON ARE BASED ON THE SYSTEM AS SHOWN ON F.D.O.T. R/W MAP FOR SECTION 90030-2522 ALONG THE CENTERLINE OF S.R. 5 (U.S. 1) WHICH IS S 84°43'39" W.

FOR SKETCH TO ACCOMPANY THIS LEGAL DESCRIPTION SEE PAGES 2 AND 3 OF 3.

FOR LOCATION OF EXISTING IMPROVEMENTS SEE PAGE 3 OF 3.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MANUEL G. VERA, JR.
PROFESSIONAL SURVEYOR AND MAPPER No. 5281
STATE OF FLORIDA.

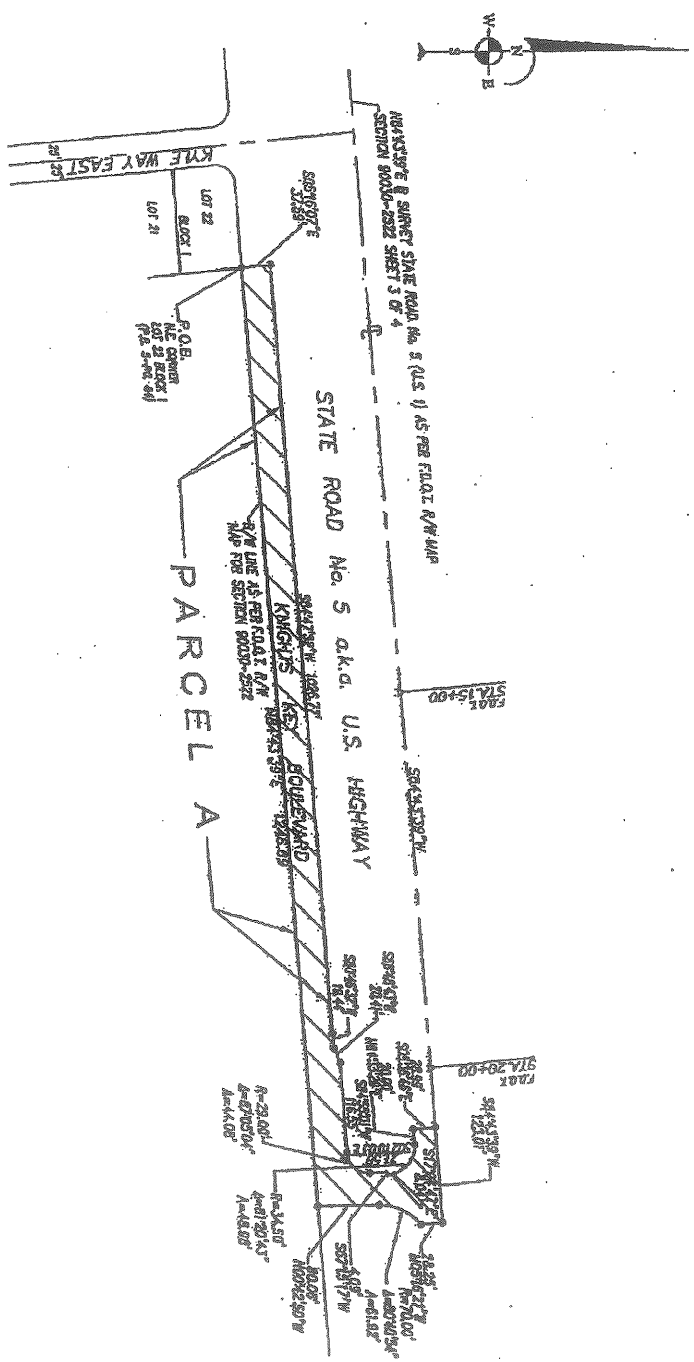
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FOR SKETCH SEE PAGES 2 AND 3

Doc# 1952544
Bk# 2652 P# 1791

MANUEL G. VERA & ASSOCIATES, INC. ENGINEERS • SURVEYORS • MAPPERS 13980 SW 47th Street • Miami, FL 33175 • Phone (305) 221-8210 P.O. BOX 680678 • Miami, FL 33286 • Fax (305) 221-1236 www.mgvera.com • e-mail mvera@mgvera.com LBI 2438		TITLE OF PROJECT SKETCH TO ACCOMPANY LEGAL DESCRIPTION	
PROJECT NAME KNIGHTS KEY BLVD.	JOB NO. N.A.	DATE 05-17-2009	SCALE N.A.
DRAWN BY S.N.	PAGE 1 OF 3		

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



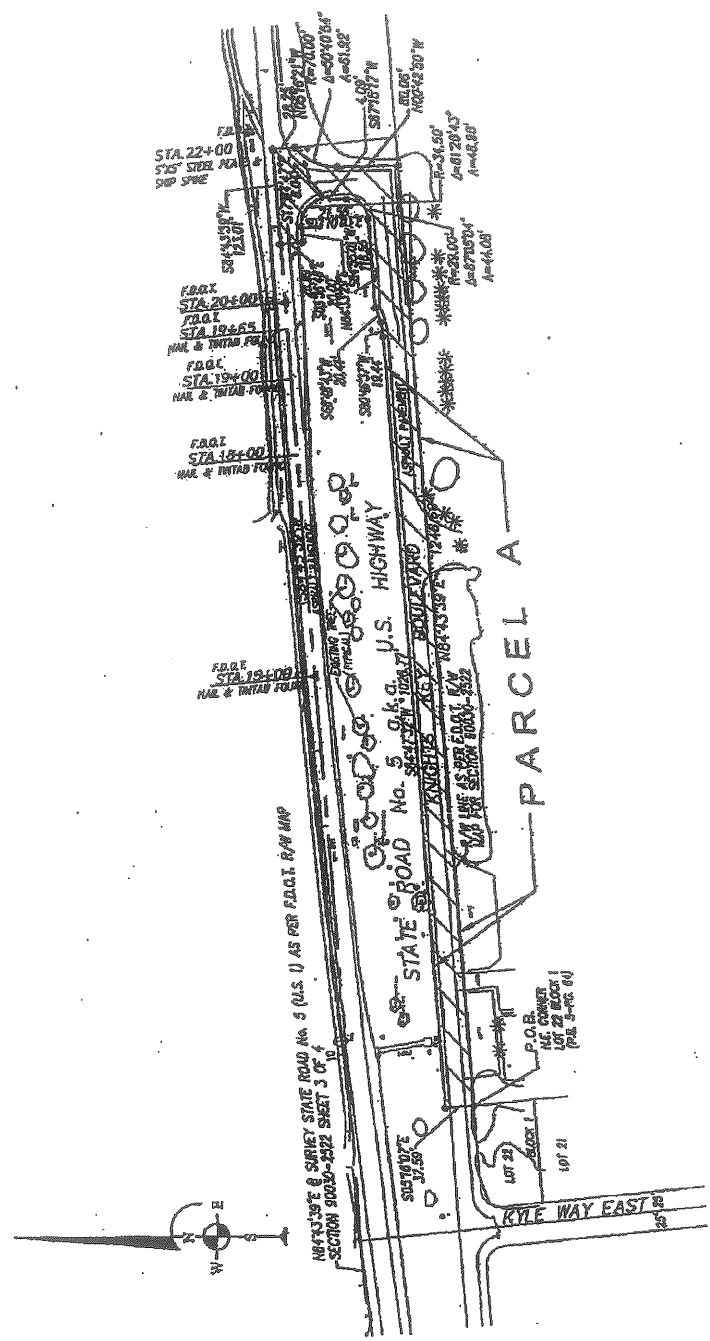
- LEGEND:**
- ☉ = DENOTES CENTER LINE
 - ☒ = DENOTES PROPERTY LINE
 - R/W = DENOTES RIGHT-OF-WAY
 - P.G. = DENOTES PAGE
 - P.O.C. = DENOTES POINT OF COMMENCE
 - P.O.B. = DENOTES POINT OF BEGINNING
 - C.B.S. = DENOTES CONCRETE BLOCK STUCCO

FOR LEGAL DESCRIPTION SEE PAGE 1

MANUEL G. VERA & ASSOCIATES, INC.
 ENGINEERS & SURVEYORS - BAPPERG
 13660 SW 47th Street, Miami, FL 33175 • Phone (305) 224-9310
 P.O. BOX 680078 • Miami, FL 33268 • Fax (305) 224-1286
 www.mgv.com • e-mail: mver@mgv.com • LB 2439

DATE	SCALE	SHEET
04-17-2009	1" = 200'	2 OF 3
DATE	SCALE	SHEET
04-17-2009	1" = 200'	2 OF 3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



- LEGEND:**
- Q = DENOTES CENTER LINE
 - P = DENOTES PROPERTY LINE
 - R/W = DENOTES RIGHT-OF-WAY
 - P.C. = DENOTES PAGE
 - P.B. = DENOTES PLAT BOOK
 - P.O.C. = DENOTES POINT OF COMMENCE
 - P.O.B. = DENOTES POINT OF BEGINNING
 - C.B.S. = DENOTES CONCRETE BLOCK STUCCO

FOR LEGAL DESCRIPTION SEE PAGE 1

MANUEL G. VERA & ASSOCIATES, INC. ENGINEERS & SURVEYORS & MAPPERS 13890 SW 47th Street • Miami, FL 33176 • Phone (305) 224-5710 P.O. BOX 855578 • Miami, FL 33285 • Fax (305) 221-1255 www.mgv.com • e-mail: mvera@mgv.com Ltr 2-639	
TITLE OF PROJECT KNIGHTS KEY BLVD.	ACCOMPANY LEGAL DESCRIPTION SHEET NO. 1
DATE 06-17-2009	SCALE 1" = 200'
DRAWN BY S.N.	CASE 3 OF 3

10/16/2013 2:21PM
DEED DOC STAMP CL: MA \$0.70

This instrument was prepared by
and return to :
FRED WERDINE, ESQ.
FOWLER WHITE BOGGS, P.A.
Post Office Box 1438
Tampa, Florida 33602

QUITCLAIM DEED

THIS INDENTURE, made the 16 day of October, 2013 between THE CITY OF MARATHON, a Florida municipal corporation, (the "Grantor"), whose address is 9805 Overseas Hwy, and CXA-10 CORPORATION, a Texas Corporation, (the "Grantee"), whose address is 6000 Legacy Drive, Plano TX 75024.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by Grantee, the receipt of which is hereby acknowledged, have released, remised and quitclaimed, and by these presents do release, remise and quitclaim to Grantee and Grantee's heirs and assigns forever, all of Grantor's interest in the following described real property situated in Monroe County, Florida:

See Attached Exhibit "A"

TO HAVE AND TO HOLD the same unto Grantee, Grantee's heirs and assigns, to their proper use, benefits and behoof forever.

Grantor represent and warrant that no part of the above described real property is homestead real property or any part of the homestead real property of Grantor, but Grantor makes no other representations or warranties of title whatsoever.

IN WITNESS WHEREOF, Grantor has executed and delivered this Quitclaim Deed on the date first set out above.

WITNESSES:

THE CITY OF MARATHON

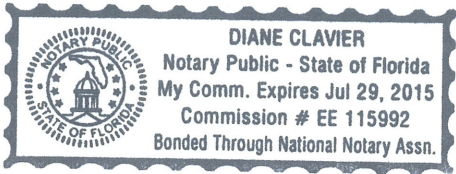
Tiffany Buwalda
Print name Tiffany Buwalda

By: Mike Cinque
As: Mayor

Ann Hogan
Print name Ann Hogan

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 16 day of ~~July~~ ^{October}, 2013, by Mike Cinque, as Mayor of The City of Marathon, a Florida municipal corporation, who are personally known to me or who has produced _____ as identification.



Diane Clavier
Print name Diane clavier
Notary Public

My Commission Expires 7-29-15



Dagostino & Wood, Inc.

SURVEYOR'S AFFIDAVIT

I hereby certify that the legal description shown below as exhibit "A" lies entirely within the bounds of the legal description shown below as exhibit "B".

Mark W. Wood, Professional Surveyor and Mapper
Florida License #5650
November 7, 2008

Exhibit "A"

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, KNIGHTS KEY, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

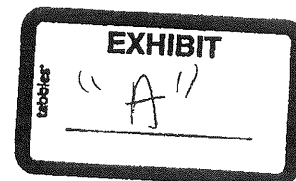
COMMENCING AT THE NORTHEAST CORNER OF LOT 22, BLOCK 1, KNIGHTS KEY VILLAGE, AS RECORDED IN PLAT BOOK 5, PAGE 84 OF THE PUBLIC RECORDS OF MONROE COUNTY FLORIDA; THENCE N84°43'53"E, ALONG THE SOUTHERLY RIGHT OF WAY OF STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY SURPLUS MAP SECTION 90030-2522, FOR 1061.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N84°43'53"E, ALONG SAID RIGHT OF WAY LINE, FOR 154.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, S15°16'07"E FOR 122.00 FEET; THENCE S84°43'53"W, PARALLEL WITH SAID RIGHT OF WAY LINE, FOR 150.00 FEET; THENCE N15°16'07"W FOR 122.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 0.43 ACRES MORE OR LESS.

Exhibit "B"

COMMENCING AT THE INTERSECTION OF THE LINE COMMON TO SECTION 8 AND 9, TOWNSHIP 66 SOUTH, RANGE 32 EAST TALLAHASSEE MERIDIAN, KEY VACA, MONROE COUNTY, FLORIDA, WITH THE CENTERLINE OF U.S. HIGHWAY NO. 1, AS EXISTING DECEMBER 15, 1959; THENCE WESTERLY ALONG SAID CENTERLINE, 2450 FEET; THENCE SOUTHERLY AND AT A RIGHT ANGLE, 160 FEET TO ITS INTERSECTIONS WITH THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY OF SAID U.S. HIGHWAY NO. 1, THE POINT OF BEGINNING; THENCE ALONG SAID LINE EXTENDED, 40 FEET TO THE SOUTHERNMOST POINT OF THE WIDENED RIGHT OF WAY OF SAID U.S. HIGHWAY NO. 1; THENCE CONTINUING ALONG SAID LINE INTO THE WATERS OF THE ATLANTIC OCEAN, 400 FEET; THENCE WESTERLY, AT A RIGHT ANGLE, AND PARALLEL TO THE CENTERLINE OF SAID U.S. HIGHWAY NO. 1, 130 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF KNIGHTS KEY; THENCE MEANDERING SAID MEAN HIGH WATER LINE IN A SOUTHERLY, WESTERLY, SOUTHERLY, NORTHERLY, WESTERLY, AND NORTHERLY DIRECTIONS TO THE INTERSECTION OF SAID MEAN HIGH WATER LINE WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING; IT BEING INTENDED TO DESCRIBE ALL THAT PART OF GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AND LOT 1, SECTION 17, TOWNSHIP 66 SOUTH, RANGE 32 EAST, ON KNIGHTS KEY LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1 AND A PORTION OF SUBMERGED LAND LYING ADJACENT TO AND CONTIGUOUS WITH SAID KNIGHTS KEY, SAID SUBMERGED LAND BEING DESCRIBED AND DEEDED IN I & I DEED NO. 2007.

LESS AND EXCEPT KNIGHTS KEY VILLAGE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 84, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

610 18TH Avenue NE Naples, FL 34120
Phone-(239)352-6085 Fax-(239)352-6095



PARCEL A LEGAL DESCRIPTION

A PORTION OF SECTION 8, TOWNSHIP 68 SOUTH, RANGE 32 EAST, ON KNIGHTS KEY, MONROE COUNTY, FLORIDA, BEING A PORTION OF THE RIGHT-OF-WAY OF STATE ROAD No.5 (U.S.1) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 90030-2522, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.E. CORNER OF LOT 22, BLOCK 1 OF "KNIGHTS KEY VILLAGE" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 84, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD No.5 (U.S.1) AS SHOWN ON SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; THENCE N84°43'39"E, ALONG THE PREVIOUSLY DESCRIBED RIGHT-OF-WAY LINE, FOR 1246.69 FEET; THENCE N0°42'50"W, DEPARTING SAID RIGHT-OF-WAY LINE, FOR 80.06 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 50°40'54" FOR A DISTANCE OF 61.92 FEET TO A POINT ON SAID CURVE; THENCE N5°18'21"W FOR 28.25 FEET; THENCE S 84°43'39" W FOR 123.01 FEET; THENCE S 5°36'46" E FOR 28.99 FEET; THENCE N 84°33'29" E FOR 20.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 34.50 FEET AND A CENTRAL ANGLE OF 81°20'43" FOR A DISTANCE OF 48.98 FEET TO A POINT ON SAID CURVE; THENCE S 17°04'47" E FOR 8.04 FEET; THENCE S 67°18'17" W FOR 4.09 FEET; THENCE S 2°10'03" E FOR 21.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 29.00 FEET AND A CENTRAL ANGLE OF 87°05'04" FOR A DISTANCE OF 44.08 FEET TO THE POINT OF TANGENCY; THENCE S 84°55'01" W FOR 116.55 FEET; THENCE S 66°48'43" W FOR 20.41 FEET; THENCE S 80°46'37" W FOR 19.44 FEET; THENCE S 84°47'32" W FOR 1026.77 FEET; THENCE S 5°18'07" E FOR 37.59 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN KNIGHTS KEY, MONROE COUNTY, FLORIDA AND CONTAINING 1.274 ACRES MORE OR LESS.

SURVEYOR'S NOTES AND REPORT:

THIS IS NOT A BOUNDARY SURVEY, THIS IS A SKETCH TO ACCOMPANY A LEGAL DESCRIPTION.

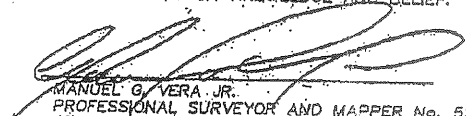
BEARINGS SHOWN HEREON ARE BASED ON THE SYSTEM AS SHOWN ON F.D.O.T. R/W MAP FOR SECTION 90030-2522 ALONG THE CENTERLINE OF S.R. 5 (U.S. 1) WHICH IS S. 84°43'39" W.

FOR SKETCH TO ACCOMPANY THIS LEGAL DESCRIPTION SEE PAGES 2 AND 3 OF 3.

FOR LOCATION OF EXISTING IMPROVEMENTS SEE PAGE 3 OF 3.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


MANUEL G. VERA, JR.
PROFESSIONAL SURVEYOR AND MAPPER No. 5291
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

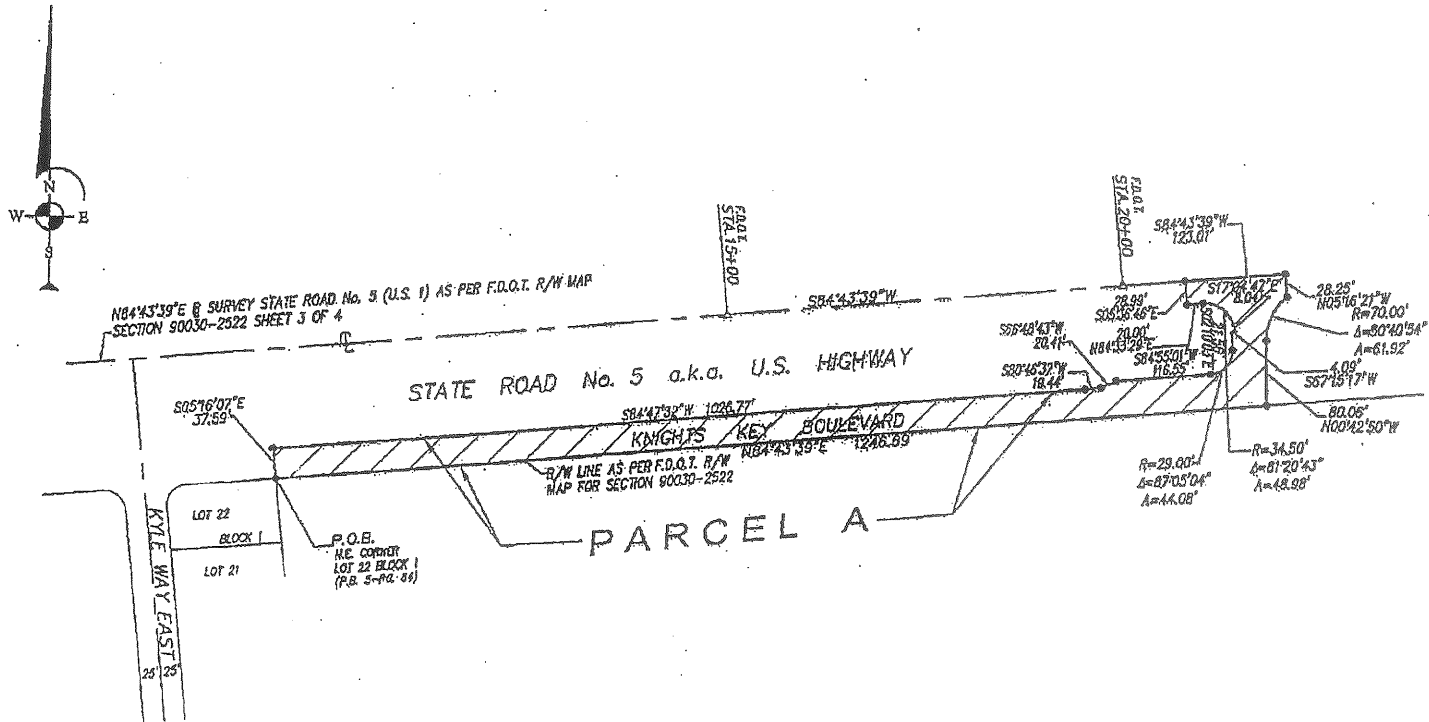
FOR SKETCH SEE PAGES 2 AND 3

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www.mgv.com • e-mail: mvera@mgv.com **LB 2438**

TYPE OF PROJECT		
SKETCH TO ACCOMPANY LEGAL DESCRIPTION		
PROJECT NAME	KNIGHTS KEY BLVD.	JOB NO. N.A.
DATE	05-17-2009	SCALE
DRAWN BY	S.N.	PAGE 1 OF 3

Doc# 1954079
Bk# 2654 Pg# 1344

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND:

- CL = DENOTES CENTER LINE
- R = DENOTES PROPERTY LINE
- R/W = DENOTES RIGHT-OF-WAY
- P.G. = DENOTES PAGE
- P.B. = DENOTES PLAT BOOK
- P.O.C. = DENOTES POINT OF COMMENCE
- P.O.B. = DENOTES POINT OF BEGINNING
- C.B.S. = DENOTES CONCRETE BLOCK STUCCO

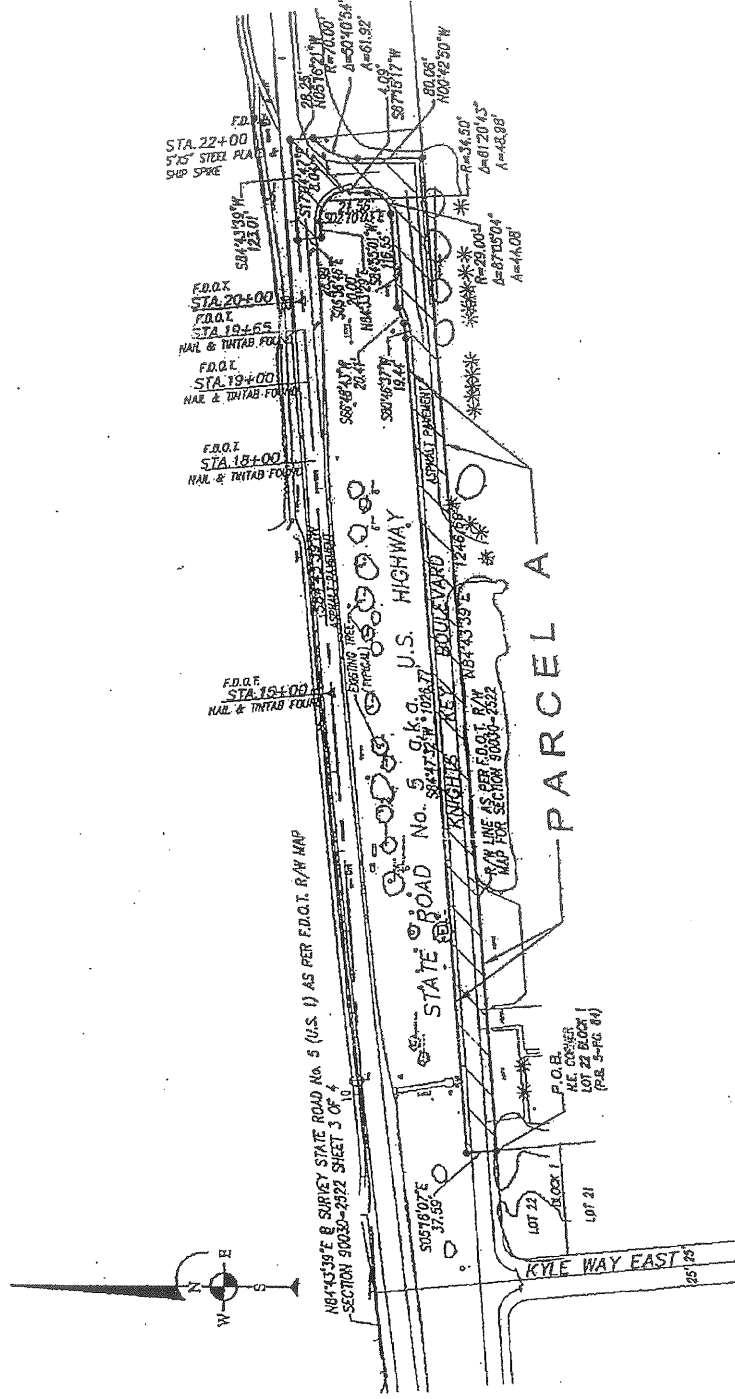
FOR LEGAL DESCRIPTION SEE PAGE 1

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 www.mgvera.com • e-mail: mvera@mgvera.com LB 2439

TYPE OF PROJECT		
SKETCH TO ACCOMPANY LEGAL DESCRIPTION		
PROJECT NAME	KNIGHTS KEY BLVD.	JOB No.
		N.A.
DATE	06-17-2009	SCALE
		1" = 200'
DRAWN BY	S.N.	PAGE
		2 OF 3

Doc# 1954079
 Bk# 2654 P## 1345

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



- LEGEND:**
- C = DENOTES CENTER LINE
 - P = DENOTES PROPERTY LINE
 - R/W = DENOTES RIGHT-OF-WAY
 - P.C. = DENOTES POINT OF COMMENCEMENT
 - P.O.B. = DENOTES POINT OF BEGINNING
 - C.B.S. = DENOTES CONCRETE BLOCK STUCCO

FOR LEGAL DESCRIPTION SEE PAGE 1

TYPE OF PROJECT		SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PROJECT NAME	KNIGHTS KEY BLVD., N.A.	
DATE	06-17-2009	SCALE 1" = 200'
DRAWN BY	S.N.	PAGE 3 OF 3

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