

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-36**

A RESOLUTION OF THE CITY OF MARATHON, FLORIDA, PROVIDING AN AMENDMENT DOCUMENT FOR EXTENSION OF THE TERM SPECIFIED IN SECTION 3, "TERM" OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARATHON AND MONROE COUNTY TRANSFERRING AFFORDABLE HOUSING RESIDENTIAL DWELLING UNIT ALLOCATIONS FOR AN APPROVED PROJECT IN THE OWNERSHIP OF KEY VACA LLC, TO BE LOCATED BETWEEN 4700 AND 4800 OVERSEAS HIGHWAY, MARATHON, FLORIDA ON PROPERTIES INCLUDING REAL ESTATE NUMBERS 00327110-000000, 00327120-000000, 00327130-000000, AND 00327140-000000. NEAREST MILE MARKER 50; RESCINDING RESOLUTION 2017-107; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 13, 2016 the City of Marathon granted a Conditional Use Permit to Keys Affordable Development III LLC pursuant to Resolution 2016-122 to construct fifty-five (55) multifamily affordable housing units; and

WHEREAS, in 2017 the Conditional Use Permit noted in Resolution 2016-122 was assigned to Key Vaca LLC the title owner of the property and remains in full force and effect; and

WHEREAS, on December 13, 2016 the City adopted Resolution 2016-113 approving an Interlocal Agreement between the City of Marathon and Monroe County for the transfer of fifty-five (55) affordable housing units which ran in favor of Keys Affordable Development III LLC; and

WHEREAS, on July 11, 2017 the City of Marathon adopted Resolution 2017-54 which rescinded Resolution 2016-113 for the purposes, in part, of assigning the project to Key Vaca LLC; and

WHEREAS, on July 11, 2017 the City of Marathon adopted Resolution 2017-55 which approved an Interlocal Agreement (ILA) between the City of Marathon and Monroe County transferring Fifty-five (55) affordable housing residential dwelling units to the City to be utilized in the project approved through Resolution 2016-122 as assigned to Key Vaca LLC; and

WHEREAS, the subject project sought and has ultimately received tax credit funding through the Florida Housing Finance Corporation; and

WHEREAS, the project known as Key Vaca LLC and Crystal Cove Market Site LLC (originally HTG Crystal Cove) have submitted building plans jointly to complete a combined project; and

WHEREAS, the building plans should be approved within the next several weeks (approximately March 31, 2019); and

WHEREAS, the ILA provides a “reverter clause” and a term which specifies that:

“**Section 3. TERM:** Subject to and upon the terms and conditions set forth herein, this Interlocal Agreement shall continue in force until the following occurs:

The project does not complete construction and does not obtain Certificates of Occupancy for all fifty-five (55) affordable housing units contemplated herein by December 31, 2019. All affordable housing units for which Certificates of Occupancy are issued prior to December 31, 2019 shall remain subject to this Interlocal Agreement irrespective of whether all 55 affordable housing units contemplated herein receive Certificates of Occupancy.”

WHEREAS, the City requests that the term specified in Section 3 of the ILA (attached) be extended to through the physical year of 2021 to allow appropriate time for the combined projects to be completed and to receive a Certificate of Occupancy; and

WHEREAS, a request to extend the ILA was made in Resolution 2019-27; and

WHEREAS, this Resolution provides the Amendment Document that the County requires in order to carry out the extension request,

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

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

Section 2. The City requests that the term specified in Section 3 of the ILA (Resolution 2017-55) be extended to through the physical year of 2021, December 31, 2021 (codified in Resolution 2019-29) and provides the attached Amendment document for proposed execution.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 9TH DAY OF APRIL, 2019.

THE CITY OF MARATHON, FLORIDA



John Bartus, Mayor

AYES: Cook, Gonzalez, Senmartin, Zieg, Bartus
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



David Migut, City Attorney

Doc# 2217042
BK# 2960 P# 1974

AMENDMENT 1 TO
INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY AND THE CITY
OF MARATHON TRANSFERRING AFFORDABLE HOUSING RESIDENTIAL
DWELLING UNIT ALLOCATIONS

This Amendment ("Amendment") to and Interlocal Agreement ("Agreement") is made and entered into this 17th day of April, 2019, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 ("County"), and the City of Marathon, a municipal corporation of the State of Florida, whose address is 9805 Overseas Highway, Marathon, Florida 33050 (the "City").

WITNESSETH:

WHEREAS, Policy 101.2.15 of the Year 2010 Monroe County Comprehensive Plan allows Rate of Growth Ordinance building permit allocations (hereinafter "affordable housing ROGO allocations" or "affordable ROGOs") for affordable housing projects to be pooled and transferred between local government jurisdictions within the Florida Keys Area of Critical Concern, if accomplished through an interlocal agreement between the sending and receiving local governments; and

WHEREAS, Chapter Five (5) of the City Comprehensive Plan identifies goals, objectives and policies to provide for development pursuant to intergovernmental coordination and interlocal agreements; and

WHEREAS, Monroe County and the City of Marathon have previously entered into Interlocal Agreements to transfer affordable ROGOs; and

WHEREAS, Monroe County and the City of Marathon recognize the potential economic value of such transferable affordable ROGO allocations; and

WHEREAS, this Agreement is entered into pursuant to Florida Statutes, Section 163.01, *et seq.*, Florida Interlocal Cooperation Act of 1969, which states:

"It is the purpose of this section to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities"; and

WHEREAS, the comprehensive plans of Monroe County and the City of Marathon expressly identify interlocal agreements as a means of resolving issues mutually affecting their respective jurisdictions; and

WHEREAS, Monroe County and the City of Marathon recognize the value of regional partnerships in smart growth and the need in this instance to extend this Interlocal Agreement (ILA) as previously approved; and

WHEREAS, property in the ownership of Key Vaca, LLC pursuant to City Resolution 2016-122 has an approved Conditional Use Permit for a project that includes fifty-five (55) affordable housing/workforce housing pertaining to the following site; and

WHEREAS, Key Vaca LLC has submitted plans for construction which the City has reviewed and is nearing approval for; and

WHEREAS, on or about August 16, 2017 the City of Marathon and Monroe County entered into an ILA in order to provide fifty-five (55) affordable ROGO allocations for the Key Vaca, LLC project; and

WHEREAS, Section 15. of the Agreement provides the mechanism to amend the Agreement, providing further that, "No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document,

WHEREAS, such a request is codified in Resolution 2019-27 of the City of Marathon, Florida; and

WHEREAS, this Resolution provides the Amendment Document that the County requires in order to carry out the extension request,

WHEREAS, the parties have determined that this Amendment to this Agreement is in the best interests of the public and the public health, safety, and welfare; and

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. AMENDMENT: Pursuant to this Amendment to the existing Agreement, Section 3, the "Term" of the Agreement is hereby amended to become December 31, 2021 with terms as follows:

"Section 3. TERM: Subject to and upon the terms and conditions set forth herein, this Interlocal Agreement shall continue in force until the following occurs:

The project does not complete construction and does not obtain Certificates of Occupancy for all fifty-five (55) affordable housing units contemplated herein by December 31, 2021. All affordable housing units for which Certificates of Occupancy are issued prior to December 31, 2021 shall remain subject to this Interlocal Agreement irrespective of whether all 55 affordable housing units contemplated herein receive Certificates of Occupancy."

Section 2. EFFECT ON THE AGREEMENT: In all other respect, the Agreement remains in full force and effect.

Section 3. EFFECTIVE DATE: This Agreement shall take effect on the date set forth above.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.



Doc# 2217042
Bk# 2960 Pg# 1976

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

ATTEST: KEVIN MADOK, CLERK

By: Kevin Madok D.C.
Clerk

By: Sylvia J. Murphy
Mayor Sylvia J. Murphy

Date: April 17, 2019

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: St. Z. Williams
Assistant County Attorney

ATTEST:

By: Diane Clavier
DIANE CLAVIER
City Clerk

THE CITY OF MARATHON, FLORIDA

John Bartus
Mayor John Bartus
Date: 4-11-19

(City Seal)

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

By: David Migut
David Migut, City Attorney

MONROE COUNTY
OFFICIAL RECORDS

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-27**

A RESOLUTION OF THE CITY OF MARATHON, FLORIDA, REQUESTING AN EXTENSION OF THE TERM SPECIFIED IN SECTION 3, "TERM" OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARATHON AND MONROE COUNTY TRANSFERRING AFFORDABLE HOUSING RESIDENTIAL DWELLING UNIT ALLOCATIONS FOR AN APPROVED PROJECT IN THE OWNERSHIP OF KEY VACA LLC, TO BE LOCATED BETWEEN 4700 AND 4800 OVERSEAS HIGHWAY, MARATHON, FLORIDA ON PROPERTIES INCLUDING REAL ESTATE NUMBERS 00327110-000000, 00327120-000000, 00327130-000000, AND 00327140-000000. NEAREST MILE MARKER 50; RESCINDING RESOLUTION 2017-107; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 13, 2016 the City of Marathon granted a Conditional Use Permit to Keys Affordable Development III LLC pursuant to Resolution 2016-122 to construct fifty-five (55) multifamily affordable housing units; and

WHEREAS, in 2017 the Conditional Use Permit noted in Resolution 2016-122 was assigned to Key Vaca LLC the title owner of the property and remains in full force and effect; and

WHEREAS, on December 13, 2016 the City adopted Resolution 2016-113 approving an Interlocal Agreement between the City of Marathon and Monroe County for the transfer of fifty-five (55) affordable housing units which ran in favor of Keys Affordable Development III LLC; and

WHEREAS, on July 11, 2017 the City of Marathon adopted Resolution 2017-54 which rescinded Resolution 2016-113 for the purposes, in part, of assigning the project to Key Vaca LLC; and

WHEREAS, on July 11, 2017 the City of Marathon adopted Resolution 2017-55 which approved an Interlocal Agreement (ILA) between the City of Marathon and Monroe County transferring Fifty-five (55) affordable housing residential dwelling units to the City to be utilized in the project approved through Resolution 2016-122 as assigned to Key Vaca LLC; and

WHEREAS, the subject project sought and has ultimately received tax credit funding through the Florida Housing Finance Corporation; and

WHEREAS, the project known as Key Vaca LLC and Crystal Cove Market Site LLC (originally HTG Crystal Cove) have submitted building plans jointly to complete a combined project; and

WHEREAS, the building plans should be approved within the next several weeks (approximately March 31, 2019); and

WHEREAS, the ILA provides a “reverter clause” and a term which specifies that:

“**Section 3. TERM:** Subject to and upon the terms and conditions set forth herein, this Interlocal Agreement shall continue in force until the following occurs:

The project does not complete construction and does not obtain Certificates of Occupancy for all fifty-five (55) affordable housing units contemplated herein by December 31, 2019. All affordable housing units for which Certificates of Occupancy are issued prior to December 31, 2019 shall remain subject to this Interlocal Agreement irrespective of whether all 55 affordable housing units contemplated herein receive Certificates of Occupancy.”

WHEREAS, the City requests that the term specified in Section 3 of the ILA (attached) be extended to through the physical year of 2021 to allow appropriate time for the combined projects to be completed and to receive a Certificate of Occupancy; and

WHEREAS, there is a previous request (Resolution 2017-107) for an extension which Monroe County determined to be unnecessary at the time, thus Resolution 2017-107 should also be rescinded in favor of the current proposed Resolution,

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 Conditional Use Permit and Development Order noted in Resolution 2016-122 is hereby formally assigned to Key Vaca LLC the title owner of the property and remains in full force and effect.

Section 3. Rescind Resolution 2017-107.

Section 4. The City requests that the term specified in Section 3 of the ILA (Resolution 2017-55) be extended to through the physical year of 2021, December 31, 2021.

Section 5. The City Clerk shall forward a certified copy of this Resolution to appropriate individuals at Monroe County, Florida, the Florida Department of Economic Opportunity, the Florida Housing Finance Corporation, the Florida Task Force on Affordable Housing, and the Executive Offices of the Governor.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 12TH DAY OF MARCH, 2019.

THE CITY OF MARATHON, FLORIDA



John Bartus, Mayor

AYES: Cook, Gonzalez, Senmartin, Zieg, Bartus
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



David Migut, City Attorney

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA
RESOLUTION 2017-55**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY AND THE CITY OF MARATHON TRANSFERRING AFFORDABLE HOUSING RESIDENTIAL ALLOCATIONS FOR AN APPROVED PROJECT APPROVED TO BE LOCATED ON PROPERTY IN THE OWNERSHIP OF KEY VACA, LLC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the "City") wishes to enter into an Interlocal Agreement with Monroe County (the "County") for the purposes of Transferring affordable housing unit allocations; and

WHEREAS, the Interlocal Agreement with the County is in the best interest of Monroe County and the City of Marathon for the purposes of providing opportunities for affordable housing,

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 Interlocal Agreement (ILA) attached hereto as Exhibit "A", between Monroe County and the City of Marathon Transferring Affordable Housing Residential Allocations For A Project located on property in the ownership of Key Vaca, LLC. is hereby approved. The Mayor is authorized to sign the ILA on behalf of the City, and the City Manager is authorized to expend budgeted funds 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 11th DAY OF JULY, 2017.

THE CITY OF MARATHON, FLORIDA


Dr. Daniel Zieg, Mayor

AYES: Bartus, Coldiron, Cook, Senmartin, Zieg
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



David Migut, City Attorney

**INTERLOCAL AGREEMENT BETWEEN MONROE
COUNTY AND THE CITY OF MARATHON
TRANSFERRING AFFORDABLE HOUSING
RESIDENTIAL DWELLING UNIT ALLOCATIONS**

This Agreement ("Agreement") is made and entered into this 16th day of August, 2017, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 ("County"), and the City of Marathon, a municipal corporation of the State of Florida, whose address is 9805 Overseas Highway, Marathon, Florida 33050 (the "City").

Doc# 2139264 10/10/2017 10:27AM
Filed & Recorded in Official Records of
MONROE COUNTY KEVIN MADOK

WITNESSETH:

WHEREAS, Monroe County and the City of Marathon recognize the value of regional partnerships in smart growth; and

WHEREAS, Policy 101.2.15 of the Year 2010 Monroe County Comprehensive Plan allows Rate of Growth Ordinance building permit allocations (hereinafter "affordable housing ROGO allocations" or "affordable ROGOs") for affordable housing projects to be pooled and transferred between local government jurisdictions within the Florida Keys Area of Critical Concern, if accomplished through an interlocal agreement between the sending and receiving local governments; and

WHEREAS, Chapter Five (5) of the City Comprehensive Plan identifies goals, objectives and policies to provide for development pursuant to intergovernmental coordination and interlocal agreements; and

WHEREAS, Monroe County and the City of Marathon have previously entered into Interlocal Agreements to transfer affordable ROGOs; and

WHEREAS, Monroe County and the City of Marathon recognize the potential economic value of such transferable affordable ROGO allocations; and

WHEREAS, this Agreement is entered into pursuant to Florida Statutes, Section 163.01, *et seq.*, Florida Interlocal Cooperation Act of 1969, which states:

"It is the purpose of this section to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities"; and

WHEREAS, the comprehensive plans of Monroe County and the City of Marathon expressly identify interlocal agreements as a means of resolving issues mutually affecting their respective jurisdictions; and

WHEREAS, property in the ownership of Key Vaca, LLC pursuant to City Resolution 2016-122 has an approved Conditional Use Permit for a project that includes fifty-five (55) affordable housing/workforce housing pertaining to the following site:

See Attachment "A"

WHEREAS, the parties have determined that this Agreement is in the best interests of the public and the public health, safety, and welfare.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. TRANSFER: The parties agree to permit the transfer of 55- affordable housing ROGO allocations, comprised of fifty-two (52) low-income category and three (3) very-low income category affordable housing ROGO allocations, from Monroe County to the City of Marathon for allocation, pursuant to this Agreement, and subject to the conditions contained herein, including but not limited to:

Key Vaca, LLC, or its assignee and successors-in-interest, acting on its Conditional Use Permit approval from the City of Marathon; and

Key Vaca, LLC, or its assignee and successors-in-interest, constructing and obtaining a Certificate of Occupancy for all of the affordable housing units, situated upon the subject property described herein, related to the transferred affordable housing ROGO allocations subject of this Interlocal Agreement, prior to December 31, 2019; and

The recording of a 99-year Affordable Housing Deed Restriction on all of the affordable housing units contemplated herein, in accordance with this Agreement, and in accordance with the applicable requirements of the Code of Ordinances, City of Marathon, Florida and similar requirements of the Florida Building Code (FBC).

Section 2. ASSIGNMENT: Monroe County has assigned its rights to the affordable housing ROGO allocation contemplated herein to the City, and the fifty-five (55) affordable housing ROGO allocations are to be issued by the City in consideration of the Conditional Use Approval pursuant to City Resolution 2016-122 issued and assigned to property owned by Key Vaca, LLC (Legal Description attached as Exhibit "A"). In the event the subject project or, as applicable, Key Vaca, LLC, or, as applicable, its assign(s) and successor(s) in interest or title, fail to complete the construction as evidenced by issuance of a Certificate of Occupancy for all fifty-five (55) units by the City of Marathon, any units which have not received a Certificate of Occupancy shall result in those allocations reverting to Monroe County and to their former status under the Agreement; no amendment to this Agreement is necessary or required to trigger this automatic reverter clause.

Section 3. TERM: Subject to and upon the terms and conditions set forth herein, this Interlocal Agreement shall continue in force until the following occurs:

The project does not complete construction and does not obtain Certificates of Occupancy for all fifty-five (55) affordable housing units contemplated herein by December 31, 2019. All affordable housing units for which Certificates of Occupancy are issued prior to December 31, 2019 shall remain subject to this Interlocal Agreement irrespective of whether all 55 affordable housing units contemplated herein receive Certificates of Occupancy.

Section 4. NOTIFICATION: The City of Marathon shall immediately notify Monroe County of any assignment(s) and successor(s) in interest or title to Key Vaca, LLC for the duration of Key Vaca, LLC's interest(s) in the affordable housing ROGO allocation contemplated herein, and shall immediately notify Monroe County of any assignment(s) and successor(s) in interest or title to the affordable housing ROGO allocations contemplated herein above at least thirty (30) business days prior to the date of such transfer or succession by certified U.S. Postal Service Certified mail to the Monroe County Planning & Environmental Resources Senior Director. The City of Marathon shall further provide prompt written notice to Monroe County of the extension, termination, or expiration of the aforesaid Conditional Use Permit for project contemplated herein. The City of Marathon shall further provide prompt written notice to Monroe County of the issuance of Certificates of Occupancy for the subject affordable housing units within thirty (30) business days after issuance of said Certificates.

All such notices under this Section ("**Section 4.**") shall be sent to the following addresses:

Monroe County County Administrator
1100 Simonton Street, Key West, FL 33040; and

Monroe County Planning & Environmental Resources Department
Attn: Senior Director
Subject: City of Marathon Interlocal Agreement
2798 Overseas Highway, Marathon, FL 33050; and

With a copy to:

Monroe County Attorney's Office
Attn: County Attorney
Subject: City of Marathon Interlocal Agreement
P.O. Box 1026
Key West, FL ~~33040~~ 33041

Failure of the City of Marathon or Key Vaca, LLC, or their assign(s) or successor(s) in interest or title, to perform any act required by this Interlocal Agreement shall neither impair nor limit the validity of this Agreement or limit its enforceability in any way.

Section 5. CONSTRUCTION AND INTERPRETATION: The construction and interpretation of this Interlocal Agreement and Monroe County Code(s) provisions in arising from, related to, or in connection with this Agreement, shall be deferred in favor of Monroe County and such construction and interpretation shall be entitled to great weight on trial and on appeal.

Section 6. NO WAIVER: Monroe County shall not be deemed to have waived any rights under this Interlocal Agreement unless such waiver has been expressly and specifically provided.

Section 7. LIMITATION OF LIABILITY: In the event of any litigation related to, arising from, or in connection with this Interlocal Agreement, the parties hereto and Key Vaca, LLC, and its assignees and successors-in-interest, hereby agree to expressly waive their right to a jury trial.

Section 8. DUTY TO COOPERATE: When required to under this Interlocal Agreement, the City of Marathon and Key Vaca, LLC, and its assignees and successors-in-interest, shall, to ensure the implementation of the government purpose furthered by this Agreement, cooperate with Monroe County's reasonable requests, regarding the conditions and provisions contained herein.

Section 9. GOVERNING LAWS/VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of Florida and the United States. Exclusive venue for any dispute arising under this Agreement shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs. This Agreement is not subject to arbitration.

Section 10. NONDISCRIMINATION: The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (2) Section 504 of the Rehabilitation Act of 1973, as amended (42 U.S.C. s. 11911-11915), which prohibits discrimination on the basis of age; (3) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (4) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (5) The Public Health Service Act of 1912, ss. 523 and 527 (42 U.S.C. ss. 290 dd-3 and 290 ee(03)), as amended, relating to confidentiality of alcohol and drug abuse patient records; (6) The Americans With Disabilities Act of 1990 (42 U.S.C. s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; (7) The Civil Rights Act of 1992 (Chapter 760, Florida Statutes, and Section 509.021, Florida Statutes), as may be amended from time to time, relating to non-discrimination; and (8) any other nondiscrimination provisions in any federal or state statutes or local ordinances which may apply to the parties to, or the subject matter of, this Agreement.

Section 11. CODE OF ETHICS: The parties agree that their officers and employees recognize and will be required to comply with the standards of conduct relating to public officers and employees as delineated in Section 112.313, Florida Statutes regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or

use of certain information.

Section 12. NO SOLICITATION/PAYMENT: The parties warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not been paid or agreed to pay any person, company, corporation, individuals, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, each party agrees that the other party shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. SUBORDINATION: This Agreement is subordinate to the laws and regulations of the United States and the State of Florida, whether in effect on commencement of this interlocal Agreement or adopted after that date.

Section 14. INCONSISTENCY: If any item, condition, or obligation of this Agreement is in conflict with other items of this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limited the County's responsibility or liability.

Section 15. PUBLIC ACCESS TO RECORDS: The parties shall allow and permit members of the public reasonable access to, and inspection of, all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.

Section 16. NON-RELIANCE BY THIRD-PARTIES: Other than as stated herein, no person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the parties agree that neither the County nor the City, or any agent, officer, or employee of each shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 17. NO PERSONAL LIABILITY: No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of a party in his or her individual capacity, and no member, officer, agent or employee of a party shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 18. NOTICES: In addition to those communications and notice requirements set forth in **Section 4.** of this Agreement, all notices and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to Monroe County:

Roman Gastesi, Jr., County Administrator
Monroe County Historic Gato Building
1100 Simonton Street
Key West, Florida 33040; and

Planning & Environmental Resources Department
Attn: Senior Director
Subject: City of Marathon Interlocal Agreement
2798 Overseas Highway, Marathon, FL 33050; and

With a copy to:

Monroe County Attorney's Office
Attn: County Attorney
Subject: City of Marathon Interlocal Agreement
P.O. Box 1026
Key West, FL ~~33040~~ 33041

If to the City:

City Manager
9805 Overseas Highway
Marathon, Florida 33050

George Garrett, Planning Director
9805 Overseas Highway
Marathon, Florida 33050

With a copy to:

David Migut, Esquire
City Attorney
9805 Overseas Highway
Marathon, FL 33050

Any notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fee prepaid; hand delivered, or sent by overnight delivery service.

Section 15. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT: This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is

empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

Section 16. Inconsistency, Partial Invalidity, Severability, and Survival of Provisions: If any condition or provision hereunder, or any portion thereof, is/are held to be invalid or unenforceable in or by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such condition(s) or provision(s) shall neither limit nor impair the operation, enforceability, or validity of any other condition or provision hereunder, or remaining portions thereof. All such other condition(s) or provision(s), or portions thereof, shall continue unimpaired in full force and effect.

Section 17. Captions and Paragraph Headings: Captions and paragraph headings, where used herein, are inserted for convenience only and are not intended to descriptively limit the scope and/or intent of the particular paragraph or text to which they refer.

Section 18. Authority to Attest: Each party to this Interlocal Agreement represents and warrants to the other that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate and other organizational action, as required.

Section 19. MISCELLANEOUS: Each party represents and warrants to the other that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate or other organizational action, as required.

Section 20. COUNTERPARTS: This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

Section 21. EFFECTIVE DATE: This Agreement shall take effect on the date set forth above.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.



(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: [Signature] o.c.
Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: [Signature]
Mayor George Neugent

Date: August 16, 2017

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

ATTEST:

THE CITY OF MARATHON, FLORIDA

By: [Signature]
DIANE CLAVER
City Clerk

By: [Signature]
Mayor R. Daniel Ziegler
Date: 7-12-17

(City Seal)

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

By: [Signature]
David Migut, City Attorney

ATTACHMENT "A"

FILE # 1402B41
BK# 1942 PG# 541

All that property deeded to the grantor by that Warranty Deed recorded in Official Records Book 1092 page 2353 of the Public Records of Monroe County, Florida, more particularly described as follows:

Lots 1, 2, 3 and 4, THOMPSON & ADAMS SUBDIVISION, according to the Plat thereof recorded Plat Book 2, Page 24, of the Public Records of Monroe County, Florida.
Also

A parcel of Bay Bottom land in the Bay of Florida at Key Vaca, Monroe County, Florida, north of and adjacent to Lots 1, 2, 3 and 4 of "THOMPSON-ADAMS SUBDIVISION", as recorded in Plat Book 2, Page 24, Monroe County, Florida Records, said bay bottom land also being in Section 10, Township 66 South, Range 32 East, and more particularly described as follows:

Commencing at the intersection of the East line of Section 10, Township 66, South, Range 32 East, and the northerly right-of-way line of Old State Highway No. 4A, run southwesterly along the northerly right-of-way line of Old State Highway No. 4A for a distance of 1259.44 feet to a point; thence with a deflected angle to the right of 105 degrees and 40' and north for a distance of 850 feet, more or less, to the northwest corner of Lot 1 of said "THOMPSON-ADAMS" Subdivision, said corner also to be known as the Point of Beginning of the bay bottom land hereinafter described; from said point beginning continue north for a distance of 250 feet, more or less; thence at right angles and easterly for a distance of 403.89 feet to a point; thence at right angles and south for a distance of 210 feet, more or less to the shoreline; thence meander the shoreline in a northwesterly, southeasterly and southwesterly direction for a distance of 600 feet, more or less, to the Point of Beginning.
Also

Part of Government Lot 1, Section 10, Township 66 South, Range 32 East and more particularly described as follows:

Commencing at a point where the Westerly boundary line of Lot 1 of THOMPSON & ADAMS Subdivision, plat of which is recorded in Plat Book 2, Page 24 of Monroe County, Florida Records, intersects with the Northern boundary line of the right-of-way of U. S. Highway No. 1 of said plat and running thence along the Northern boundary of said highway in a Northeasterly direction 209.74 feet to a point where the East boundary line of Lot 2 of said plat intersects with the northern boundary of said highway; thence running at a straight angle with the Eastern boundary line of said Lot 2 in a southerly direction 66 feet, more or less, to the former right-of-way of the F.E.C. Ry. Company and which is the present right-of-way of the Overseas Road and Toll Bridge District; thence along the northern boundary of said Overseas Road and Toll Bridge District's right-of-way 209.74 feet; thence north to the point of Beginning.

Also
Part of Government Lot 1, Section 10, Township 66 South, Range 32 East and more particularly described as follows:



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Commencing at a point where the Westerly boundary line of Lot 3 of THOMPSON & ADAMS Subdivision, plat of which is recorded in Plat Book 2, Page 24 of Monroe County, Florida Records, intersects with the Northern Boundary line of the right-of-way of U.S. Highway No. 1 of said plat and running thence along the Northern boundary of said highway in a Northeastly direction 209.74 feet to a point where the East boundary line of Lot 4 of said plat intersects with the Northern boundary of said highway; thence running at a straight angle with the Eastern boundary of said Lot 4 in a Southerly direction 66 feet, more or less, to the former right-of-way of the F.R.C. Ry. Company and which is now the present right-of-way of the Overseas Road & Toll Bridge District; thence along the Northern boundary line of the right-of-way of said Overseas Road & Toll Bridge District 209.74 feet; thence north to the Point of Beginning.

A parcel of bay bottom land in the Bay of Florida in Section 10, Township 66 South, Range 32 East, north of lots 1, 2, 3 and 4 of THOMPSON-ADAMS Subdivision at 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 Section 10, Township 66 South, Range 32 East, and the Northwestly right-of-way line of Old State Highway No. 4A, bear Southwestly along the Northwestly right-of-way line of Old State Highway 4A for a distance of 1258.44 feet to a point; thence bear North for a distance of 1110 feet to the Point of Beginning of the parcel of bay bottom land hereinafter described; from said Point of Beginning, continue bearing North for a distance of 600 feet to a point; thence bear East for a distance of 403.89 feet to a point; ~~thence bear South for a distance of 600 feet to a point; thence bear West for a distance of 403.89 feet, back to the Point of Beginning.~~
thence bear West for a distance of 403.89 feet, back to the Point of Beginning.

EXCEPT

A parcel of bay bottom land in the Bay of Florida in Section 10, Township 66 South, Range 32 East, North of Lots 1, 2, 3 and 4 of THOMPSON-ADAMS Subdivision, at 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 Section 10, Township 66 South, Range 32 East, and the Northwestly right-of-way line of Old State Highway 4A, bear Southwestly along the Northwestly right-of-way line of Old State Highway No. 4A for a distance of 1258.44 feet to a point; thence bear North for a distance of 1710 feet to a point; thence bear East along a line which is the northerly boundary line of the parcel of bay bottom land hereinafter described and is the line constituting the Point of Beginning of such description, to-wit:
From said northerly boundary line of beginning bear South on a line running parallel with and 4 feet West of the West side of LITTLE EMMA ISLAND, GOVERNMENT Lot 7

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and thence continuing south on such line to a point 4 feet southwest of said island;
thence bear east to a point 20 feet southeast of said island;
thence north to the said northerly boundary line of beginning;
thence bear West along said northerly boundary line to the Point of Beginning.

ALSO EXCEPTING

A tract of filled in land in the Bay of Florida, north of Lot 1 and a part of Lot 2 of "THOMPSON-ADAMS SUBDIVISION", as recorded in Plat Book 2, Page 24 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follow:

Commencing at the Southwest corner of Lot 1, bear North along the West line of Lot 1, and Lot 1 extended North, for a distance of 936.95 feet to the Point of Beginning of the tract of land hereinafter described;
from said Point of Beginning, continue bearing North for a distance of 135 feet, more or less, to a point on the shoreline;
thence bear East, 112.18 feet, more or less, to the West side of an existing canal;
thence bear South along the West side of said existing canal for a distance of 135 feet, more or less, to a point which is bearing due East from the Point of Beginning;
thence bear West for a distance of 112.18 feet, back to the Point of Beginning,
And that portion of bay bottom land which lies Northerly of and contiguous to said UPLAND 112.18 feet by 135 feet parcel.

ALSO EXCEPTING

A part of Old State Road 4A and a part of Lot 1 of "THOMPSON-ADAMS SUBDIVISION", as recorded in Plat Book 2, Page 24 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commencing at the Southwest corner of Lot 1, said corner to be known as the Point of Beginning of that part of Lot 1, hereinafter described, bear North along the west line of Lot 1, 891.95 feet; thence bear East, 30 feet; thence bear South, 952.09 feet to the Southerly right-of-way line of Old State Road 4A; thence bear South 74 degrees 20' West, along the Southerly right-of-way line of Old State Road 4A, 31.16 feet; thence bear North, 68.55 feet, back to the Point of Beginning.

ALSO EXCEPTING

Fourteen parcels of land lying in part of Lots 1 and 2 of "THOMPSON-ADAMS SUBDIVISION", Plat Book 2, Page 24, described as follows:

Commencing at the Southwest corner of Lot 1, bear North 891.95 feet;
thence bear East, 30 feet;



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thence bear South, 135 feet to the POINT OF BEGINNING, of the parcel of land hereinafter described; from said POINT OF BEGINNING, continue bearing South, 45 feet;
thence bear East, 82 feet, more or less, to a canal;
thence bear North 45 feet, more or less, along said canal to a point which is bearing East from the Point of Beginning;
thence bear West, 82 feet, more or less, back to the "POINT OF BEGINNING".

AND

Commencing at the Southwest Corner of Lot 1, bear North, 891.95 feet;
thence bear East 30 feet;
thence bear South 45 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; from said POINT OF BEGINNING, continue bearing South; 45 feet;
thence bear East 82 feet, more or less, to a canal;
thence bear North, along said canal, 45 feet, more or less, to a point which is bearing East from the Point of Beginning;
thence bear West, 82 feet, more or less, back to the "POINT OF BEGINNING".

AND

Commencing at the Southwest Corner of Lot 1, bear North 891.95 feet;
thence bear East, 30 feet;
thence bear South 45 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; from said POINT OF BEGINNING, continue bearing South, 45 feet;
thence bear East 82 feet, more or less, to a canal;
thence bear North, 45 feet, more or less, along said canal to a point which is bearing East from the POINT OF BEGINNING; thence bear West, 82 feet, more or less, back to the POINT OF BEGINNING.

AND

Commencing at the Southwest corner of Lot 1, bear North 74 degrees and 20 minutes East, 31.16 feet;
thence bear North 298.54 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; from said POINT OF BEGINNING, continue bearing North, 45 feet; thence bear East, 57 feet, more or less, to the edge of an existing boat basin; thence bear South 12.5 feet; thence bear East 25 feet, more or less, to a point on the shoreline of an existing canal and basin; thence bear South 32.5 feet to a point which is bearing East from the POINT OF BEGINNING, thence bear West, 82 feet, more or less, back to the POINT OF BEGINNING.

AND



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Commencing at the Southwest corner of Lot 1, bear North 74 degrees and 20 minutes East, 15.38 feet;
thence bear North, 838.54 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; from said POINT OF BEGINNING, continue bearing North 45 feet;
thence bear East, 57 feet, more or less, to a boat basin;
thence bear South, 12.9 feet;
thence bear East, 25 feet, more or less, to a canal;
thence bear South, along said canal, 33 feet, more or less, to a point which is bearing East from the POINT OF BEGINNING;
thence bear West, 82 feet, back to the POINT OF BEGINNING.

AND

Commencing at the Southwest corner of Lot 1, bear North 74 degrees and 20 minutes East, 31.16 feet;
thence bear North, 343.54 feet to the POINT OF BEGINNING of the parcel of land hereinafter described;
thence continue North, 45 feet;
thence bear East, 82 feet, more or less, to a canal;
thence bear Southerly along said canal 33 feet, more or less, to a Boatlip;
thence bear West, along said Boatlip, 25 feet, more or less;
thence bear South, along said Boatlip, 12.5 feet to a point which is bearing East from the POINT OF BEGINNING;
thence bear West, 57 feet, more or less, back to the POINT OF BEGINNING.

AND

Commencing at the Southwest corner of Lot 1, bear North 74 degrees and 20 minutes East, 31.16 feet;
thence bear North, 388.54 feet to the POINT OF BEGINNING of the parcel of land hereinafter described;
thence continue bearing North 45 feet;
thence bear East, 57.46 feet to a Boatlip;
thence bear South, 19.93 feet, along said Boatlip;
thence bear East, 27.09 feet to a canal;
thence bear Southerly along said canal, 25.07 feet to a point which is bearing East from the Point of Beginning;
thence bear West, 82 feet, more or less, back to the POINT OF BEGINNING.

AND

Commencing at the Southwest corner of Lot 1, bear North 74 degrees and 20 minutes East, 31.16 feet;

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thence bear North, 433.54 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; from said POINT OF BEGINNING;

continue bearing North 45 feet;
thence bear East, 82 feet, more or less, to a canal;
thence bear Southerly along said canal, 32.59 feet to a Boatlip;
thence bear West, along said Boatlip, 27.9 feet, thence bear South, 12.47 feet to a point which is bearing East from the POINT OF BEGINNING, thence bear West, 57.46 feet, back to the POINT OF BEGINNING.

AND

Commencing at the Southwest Corner of Lot 1, bear North 74 degrees, 20' East, 31.16 feet;
thence bear North 523.54 feet to a POINT OF BEGINNING of the parcel of land hereinafter described;
thence continue North, 45 feet;
thence bear East, 87 feet, more or less, to a canal;
thence bear Southerly along said canal 31 feet to a Boatlip;
thence bear West, along said Boatlip, 30.19 feet;
thence bear South, along said Boatlip, 12.27 feet to a point which is bearing East from the POINT OF BEGINNING;
thence bear West 57 feet, more or less, back to the POINT OF BEGINNING.

AND

Commencing at the Southwest corner of Lot 1, bear North 74 degrees, 20' East, 31.16 feet;
thence bear North 478.54 feet to the POINT OF BEGINNING of the parcel of land hereinafter described;
thence continue bearing North, 45 feet;
thence bear East 57 feet, more or less, to a Boatlip;
thence bear South along said Boatlip, 12.53 feet;
thence bear East, along said Boatlip, 29.9 feet to a canal;
thence bear Southerly along said canal 32 feet, more or less, to a point which is bearing East, from the POINT OF BEGINNING;
thence bear West, 85 feet, more or less, back to the POINT OF BEGINNING.

AND

Commencing at the Southwest corner of Lot 1, bear North, 891.95 feet;
thence bear East, 30 feet;
thence bear South, 180 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; from said POINT OF BEGINNING, continue bearing South, 45 feet;



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thence bear East, 82 feet, more or less, to a canal;
thence bear North 45 feet, more or less, along said canal to a point which is bearing East
from the POINT OF BEGINNING;
thence bear West, 82 feet, more or less back to the "POINT OF BEGINNING";
together with any and all riparian rights thereto belonging or appertaining.

AND

Commencing at the Southwest corner of Lot 1, bear North 74 degrees, 20' East, 31.16
feet;
thence bear North 613.54 feet to the POINT OF BEGINNING of the parcel of land
hereinafter described;
thence continue bearing North 45 feet;
thence bear East 84 feet, more or less, to a canal;
thence bear southerly along said canal 32 feet, more or less, to a boatslip;
thence bear West along said Boatslip 31.7 feet;
thence bear South along said Boatslip 12.1 feet to a point which is bearing East from the
POINT OF BEGINNING;
thence bear West 57 feet, more or less, back to the POINT OF BEGINNING.

AND

Commencing at the Southwest corner of Lot 1, bear North 74 degrees and 20 minutes
East, 31.16 feet;
thence bear North, 368.34 feet to the POINT OF BEGINNING of the parcel of land
hereinafter described;
thence continue bearing North, 45 feet;
thence bear East, 37 feet, more or less, to a Boatslip;
thence bear South, along said Boatslip, 12.6 feet;
thence bear East, along said Boatslip, 31.67 feet to a canal;
thence bear Southerly, along said canal, 32 feet, more or less, to a point which is bearing
East from the POINT OF BEGINNING;
thence bear West, 87 feet, more or less, back to the POINT OF BEGINNING.

AND

Commencing at the Southwest Corner of Lot 1, bear North, 891.95 feet to the POINT OF
BEGINNING of the parcel of land hereinafter described; from said POINT OF
BEGINNING, continue bearing North, 45 feet;
thence bear East, 112 feet, more or less, to a canal;
thence bear South, 45 feet, more or less, along said canal to a point which is East from the
POINT OF BEGINNING;
thence bear West, 112 feet, more or less, back to the POINT OF BEGINNING.



FILE #1402041
BK#1942 PG#540

Less that property conveyed by the Grantor in Warranty Deed recorded in Official Records Book 1240, page 1006 of Public Records of Monroe County, Florida, more particularly described as follows:

Part of unrecorded Lot 15, being a part of an unrecorded subdivision, by C.G. Bailey R.L.S. #620, (Dated June 9, 1972) of a part of Lots 1 and 2, THOMPSON AND ADAMS SUBDIVISION, as recorded in Plat Book 2, Page 24, Section 10-66-32, Vaca Key, Monroe County, Florida, Public Records, and being more particularly described by metes and bounds as follows:

Commencing at the Southwest corner of Lot 1, THOMPSON AND ADAMS SUBDIVISION, bear North 74 degrees, 20 minutes, 00 seconds East along the Northerly right-of-way of Old State Road 4A, 31.16 feet to the East right-of-way line of Saunders Lane, as recorded in official Records Book 464, Page 324 of said Public Records:

thence bear North along said right-of-way line, 298.54 feet to the southwest corner of Lot 14 of said unrecorded subdivision and as recorded in official Records Book 1170, Page 1481, and the POINT OF BEGINNING of unrecorded Lot 15;

thence bear East along the South line of said unrecorded Lot 14, 82.00 feet to the mean high water line of an existing boat basin;

thence bear South 45.00 feet;

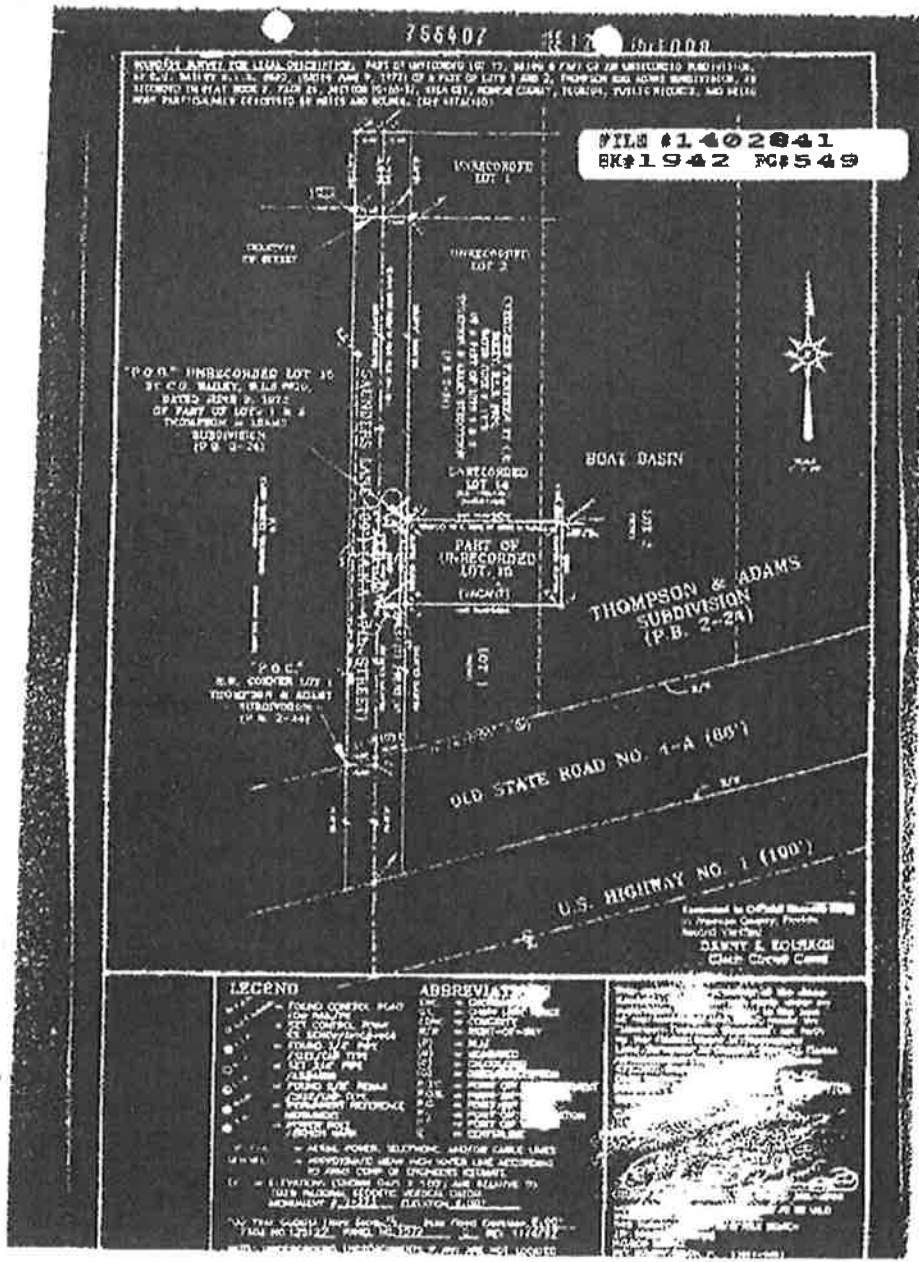
thence bear West 82.00 feet to the said East right-of-way line of said Saunders Lane

thence bear North along said right-of-way line, 45.00 feet, to the POINT OF BEGINNING.

CONTAINING 3690 +/- SQUARE FEET

SEE ATTACHED SURVEY DATED 11/20/92 BY JOHN PAUL GRIMES, III,
FLORIDA REGISTERED LAND SURVEYOR #4506.

[Handwritten signature]





FILE #1.402043
BK# 1942 PG# 550

Less that property deeded by the Grantor by Warranty Deed recorded in Official Records Book 1138 page 1401 of the Public Records of Monroe County, Florida, more particularly described as follows:

Parcel of land being a part of Lot 4, THOMPSON AND ADAMS SUBDIVISION, as recorded in Plat Book 2, Page 24, and filled bay bottom land as recorded in Official Records Book 762, Page 244, Vaca Key, Monroe County, Florida, Public Records and being further described as follows:

Commencing at the Southeast corner of Lot 4 of said THOMPSON AND ADAMS SUBDIVISION, bear North along the East line of said Lot 4, 648.82 feet to the Northeast corner of Parcel "A" as recorded in Official Record Book 1099, Page 1999 and the POINT OF BEGINNING; thence bear West along the North line of said Parcel "A", 100.97 feet, to the West line of said Lot 4; thence bear North along the West line of said Lot 4, 424.33 feet, to the mean high water line of the Gulf of Mexico, (also known as Florida Bay); thence meander the mean high water line in a generally easterly and then southerly direction on the following seventeen (17) descriptive courses:

1. Thence North 89 degrees, 56 minutes, 18 seconds East, 51.04 feet;
2. Thence South 69 degrees, 49 minutes, 54 seconds East, 25.32 feet;
3. Thence South 39 degrees, 51 minutes, 43 seconds East, 13.12 feet;
4. Thence South 02 degrees, 34 minutes, 41 seconds West, 31.30 feet;
5. Thence South 00 degrees, 27 minutes, 47 seconds West, 51.13 feet;
6. Thence South 03 degrees, 51 minutes, 22 seconds West, 57.41 feet;
7. Thence South 01 degrees, 12 minutes, 06 seconds East, 17.60 feet;
8. Thence North 89 degrees, 11 minutes, 24 seconds East, 3.60 feet;
9. Thence South 06 degrees, 53 minutes, 22 seconds East, 18.99 feet;
10. Thence South 80 degrees, 51 minutes, 35 seconds East, 10.21 feet;
11. Thence North 27 degrees, 58 minutes, 39 seconds East, 14.35 feet;
12. Thence South 00 degrees, 00 minutes, 12 seconds West, 24.87 feet;
13. Thence South 03 degrees, 22 minutes, 43 seconds West, 42.78 feet;
14. Thence South 03 degrees, 24 minutes, 34 seconds East, 47.08 feet;
15. Thence South 02 degrees, 01 minutes, 17 seconds West, 51.03 feet;
16. Thence South 04 degrees, 03 minutes, 06 seconds West, 24.06 feet;
17. Thence South 11 degrees, 46 minutes, 11 seconds East, 17.47 feet, to the East line of said Lot 4; thence bear South, along the East line of said Lot 4, 33.9 feet, more or less, back to the POINT OF BEGINNING.

AND

A parcel of bay bottom land, being a portion of the bay bottom land as recorded in Official Record Book 762, Pages 244 to 251; said bay bottom land also being that portion of bay bottom land lying North and East of Parcel "D" as described above, Vaca Key, Monroe County, Florida, Public Records, and being further described as follows:



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BK# 1 9 4 2 PG# 5 3 1

Commencing at the Southeast corner of Lot 4 of said THOMPSON AND ADAMS SUBDIVISION, bear North along the East line of said Lot 4, 582.42 feet to the mean high water line and the POINT OF BEGINNING; from said POINT OF BEGINNING bear North, along the East line of said bay bottom as recorded in Official Record Book 762, Pages 244 to 251, 514 feet, more or less, to the Northeast corner of said bay bottom; thence bear West, along the North line of said bay bottom, 100.97 feet, more or less, to its intersection with the West line of said Parcel "D" projected North, thence bear South along said west line of Parcel "B" projected North, 524 feet, more or less, to the mean high water line of the Gulf of Mexico (also known as the Florida Bay), doing the Northwest corner of said Parcel "D"; thence meander the mean high water line in a generally Easterly and then Southerly direction on the following seventeen (17) descriptive courses:

1. Thence North 89 degrees, 56 minutes, 18 seconds East, 51.04 feet;
2. Thence South 69 degrees, 49 minutes, 54 seconds East, 25.32 feet;
3. Thence South 39 degrees, 51 minutes, 43 seconds East, 13.12 feet;
4. Thence South 02 degrees, 34 minutes, 41 seconds West, 31.30 feet;
5. Thence South 00 degrees, 27 minutes, 47 seconds West, 31.13 feet;
6. Thence South 03 degrees, 51 minutes, 22 seconds West, 57.41 feet;
7. Thence South 01 degrees, 18 minutes, 06 seconds East, 17.60 feet;
8. Thence North 89 degrees, 11 minutes, 24 seconds East, 3.60 feet;
9. Thence South 06 degrees, 53 minutes, 32 seconds East, 18.90 feet;
10. Thence South 80 degrees, 51 minutes, 53 seconds East, 10.21 feet;
11. Thence North 27 degrees, 58 minutes, 39 seconds East, 14.35 feet;
12. Thence South 00 degrees, 00 minutes, 12 seconds West, 24.87 feet;
13. Thence South 03 degrees, 22 minutes, 43 seconds West, 42.78 feet;
14. Thence South 03 degrees, 24 minutes, 34 seconds East, 47.08 feet;
15. Thence South 02 degrees, 01 minutes, 17 seconds West, 31.03 feet;
16. Thence South 04 degrees, 03 minutes, 06 seconds West, 24.06 feet;
17. Thence South 11 degrees, 46 minutes, 11 seconds East, 17.47 feet, more or less, to the East line of said Lot 4 and the POINT OF BEGINNING.

Together with easement rights for ingress and egress as to the real property particularly described as follows:

EASEMENT "A"

Situated in the County of Monroe and State of Florida and known as being a 25 foot wide easement over and upon a portion of Old State Highway 4-A, and over and upon a portion of Lot 4 of THOMPSON AND ADAMS SUBDIVISION of a part of Government Lot 1, Section 10, Township 66 South, Range 32 East on Kay Vana as shown by Plat recorded in Plat Book 2, Page 24 of Monroe County, Florida, Public Records and more particularly described as follows:



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COMMENCING on the southerly right-of-way line of Old State Highway 4-A at its intersection with the southerly prolongation of the West line of Lot 4 of THOMPSON AND ADAMS SUBDIVISION as shown by Plat recorded in Plat Book 2, Page 24 of Monroe County, Florida Public Records, said southerly right-of-way line being also the northerly right-of-way line of U.S. Highway No. 1, and said intersection being also the POINT OF BEGINNING of the Easement herein intended to be described; from said POINT OF BEGINNING bear North 68.55 feet to the southwesterly corner of said Lot 4, said southwesterly corner being located upon the northerly right-of-way line of said Old State Highway 4-A; thence continue bearing North along the West line of said Lot 4, 334.62 feet; thence bear southeasterly along the arc of a curve deflecting to the left, 52.58 feet, said curve having a radius of 50.49 feet, the chord of which bears South 29 degrees, 50 minutes, 11 seconds East 50.24 feet; thence bear South 352.57 feet to a point on the said southerly right-of-way line of Old State Road No. 4-A; thence bear South 74 degrees, 20 minutes, 00 seconds West along said right-of-way line 25.96 feet back to the POINT OF BEGINNING.

ALSO

EASEMENT "B"

Situated in the County of Monroe and State of Florida and known as being a 25 foot wide easement over and upon a portion of Old State Highway 4-A; and over and upon a portion of Lot 4 of THOMPSON AND ADAMS SUBDIVISION of a part of Government Lot 1, Section 10, Township 66 South, Range 32 East on Kay Vaca as shown by plat recorded in Plat Book 2, Page 24 of the Monroe County, Florida, Public Records, and more particularly described as follows:

COMMENCING on the southerly right-of-way line of Old State Highway 4-A at its intersection with the southerly prolongation on the East line of Lot 4 of THOMPSON AND ADAMS SUBDIVISION as shown by Plat recorded in Plat Book 2, Page 24 of Monroe County, Florida Public Records, said southerly right-of-way line of U.S. Highway No. 1, and said intersection being also the POINT OF BEGINNING of the Easement herein intended to be described; from said POINT OF BEGINNING bear North 68.55 feet to the southeasterly corner of said Lot 4, said southeasterly corner being located upon the northerly right-of-way line of said Old State Highway 4-A; thence continue bearing North along the East line of Said Lot 4, 230.29 feet to a point of curvature thereon; thence bear northwesterly along the arc of a curve, deflecting to the left 79.31 feet, said curve having a radius of 50.49 feet, the chord of which bears North 45 degrees, 00 minutes, 00 seconds West 71.40 feet to a point of inflection; thence continue Northwesterly on the arc of a curve, deflecting to the right 40.93 feet, said curve having a radius of 25.49 feet, the chord of which bears North 45 degrees, 00 minutes, 00 seconds West 36.05 feet to a point of tangency; thence bear South 43.53 feet; thence bear southeasterly on the arc of a curve, deflecting to the left 26.73 feet, said curve having a radius of 25.49 feet, the chord of which bears South 74 degrees, 30 minutes, 10 seconds



FILE # 1402841
BK# 1942 PG# 559

East 26.41 feet to a point of inflection; thence continue southeasterly on the arc of a curve, deflecting to the right, 40.03 feet, said curve having a radius of 25.49 feet, the chord of which bears South 43 degrees, 00 minutes, 00 seconds East 36.05 feet to a point of tangency; thence bear South 305.85 feet to a point on the said southerly right-of-way line of Old State Road No. 4-A; thence bear North 74 degrees, 20 minutes, 00 seconds East along said right-of-way line 25.96 feet back to the POINT OF BEGINNING.

ALSO

EASEMENT "C"

Situated in the County of Monroe and State of Florida and known as being a 25 foot wide easement over and upon a portion of Lot 4 of THOMPSON AND ADAMS SUBDIVISION of a part of Government Lot 1, Section 10, Township 66 South, Range 12 East on Key Vaca as shown by Plat recorded in Plat Book 2, Page 24 of Monroe County, Florida Public Records, and more particularly described as follows:

COMMENCING on the northerly right-of-way line of Old State Highway 4-A at the southwesterly corner of Lot 4 of THOMPSON AND ADAMS SUBDIVISION as shown by Plat recorded in Plat Book 2, Page 24 of Monroe County, Florida Public Records, bear North along the West line of said Lot 4, 334.61 feet to the POINT OF BEGINNING of the easement herein intended to be described; from said POINT OF BEGINNING continue bearing North along the said West line of Lot 4, 309.93 feet; thence bear East 25.00 feet; thence bear South 353.31 feet; thence bear northwesterly on the arc of a curve deflecting to the right 52.58 feet, said curve having a radius of 300.00 feet; the chord of which bears North 29 degrees, 50 minutes, 11 seconds West 30.24 feet back to the POINT OF BEGINNING.

ALSO

EASEMENT "D"

Being a 15 foot easement over and upon a portion of Lot 3 and 4, THOMPSON AND ADAMS SUBDIVISION, as recorded in Plat Book 2, Page 24, Vaca Key, Monroe County, Florida, Public Records and being further described as follows:

COMMENCING at the southeast corner of Lot 3, bear North along the East line of said Lot 3, 644.54 feet to the Northwest corner of Easement "C" as recorded in Official Record Book 1099, Page 2022 and 2023, and the POINT OF BEGINNING of said 15 foot easement; thence bear West, 7.50 feet to the Southeast corner of Parcel "E" as recorded in Official Record Book 1099, Page 1999 and 2000; thence bear North along the East line of said Parcel "B" and its projection; 298.50 feet; thence bear East 13.00 feet; thence bear South parallel with the East line of said Lot 3, 298.50 feet to the Northerly terminus of said Easement "C"; thence bear West along said Northerly terminus of Easement "C", 7.50 feet, back to the POINT OF BEGINNING.

X

ALSO

EASEMENT "F"

FILE # 1402841
BK# 1942 PG# 554

Situated in the County of Monroe and State of Florida and known as being a 25 foot easement over and upon a portion of Lot 4, THOMPSON AND ADAMS SUBDIVISION, as recorded in Plat Book 2, Page 24, Monroe County, Florida Public Records, and being further described as follows:

Commencing at the Southwest corner of said Lot 4, bear North along the West line of said Lot 4, 644.54 feet, to the Northwest corner of Easement "C" as recorded in Official Record Book 1099, Page 2022 and 2023, and the POINT OF BEGINNING of said 25 foot easement; thence continue bearing North along the West line of said Lot 4, 32.67 feet, to the Southwest Corner of Parcel "D" as described above; thence bear East, along the South line of said Parcel "D", 25.00 feet, to the Northwest corner of Parcel "A" as recorded in Official Records Book 1099, Page 1999 and 2000; thence bear South along the West line of said Parcel "A", 32.67 feet; thence bear West, 25.00 feet, back to the POINT OF BEGINNING.

Less that property decded by the Grantor by Warranty Deed recorded in Official Records Book 1099, Pages 2022-2024 of the Public Records of Monroe County, Florida, more particularly described as follows:

EASEMENT "A"

FILE # 1 4 0 2 8 4 1
BK# 1 9 4 2 PG# 5 3 5

Situated in the County of Monroe and State of Florida and known as being a 25 foot wide easement over and upon a portion of Old State Highway 4A, and over and upon a portion of Lot 4 of THOMPSON AND ADAMS SUBDIVISION of a part of Government Lot 1, Section 19, Township 66 South, Range 32 East on Key Vaca as shown by plat recorded in Plat Book 2, Page 24, of Monroe County, Florida, Public Records and more particularly described as follows:

Commencing on the southerly right-of-way line of Old State Highway 4A at its intersection with the southerly prolongation of the West line of Lot 4 of THOMPSON AND ADAMS SUBDIVISION as shown by plat recorded in Plat Book 2, Page 24, of Monroe County, Florida Public Records, said southerly right-of-way line being also the northerly right-of-way line of U.S. Highway No. 1, and said intersection being also the POINT OF BEGINNING of the Easement herein intended to be described; from said POINT OF BEGINNING bear North 68.55 feet to the southwesterly corner of said Lot 4, said southwesterly corner being located upon the northerly right-of-way line of said Old State Highway 4A; thence continue bearing North along the West line of said Lot 4, 334.62 feet; thence bear southeasterly along the arc of a curve deflecting to the left, 52.58 feet, said curve having a radius of 50.29 feet, the chord of which bears South 29 degrees, 50 minutes, 11 seconds East 50.24 feet; thence bear South 352.57 feet to a point on the said southerly right-of-way line of Old State Road No. 4A; thence bear South 74 degrees, 20 minutes, 00 seconds West along said right-of-way line 25.96 feet back to the POINT OF BEGINNING.

The GRANTOR herein expressly retains and reserves to himself, his heirs, executors and assigns, the sole right and option to re-locate the above described Easement "A" at the sole expense of the GRANTOR, his heirs, executors and assigns along, over and across the following described portion of GRANTOR'S property hereinafter referred to as EASEMENT "B". EASEMENT "B" shall be equivalent in condition and construction to the existing road which comprises Easement "A". It is expressly agreed and understood that upon completion of said relocation that Easement "A" shall be extinguished and the parties herein shall promptly execute an acknowledgment attesting to the extinguishment of said Easement "A" and the completion of Easement "B".

EASEMENT "B" being a 25 foot wide easement over and upon a portion of Old State Highway 4A, and over and upon a portion of Lot 4 of THOMPSON AND ADAMS SUBDIVISION of a part of Government Lot 1, Section 19, Township 66 South, Range 32 East on Key Vaca as shown by plat recorded in Plat Book 2, Page 24 of the Monroe County, Florida, Public Records, and more particularly described as follows:



FILE # 1402841
BK# 1942 PG# 556

Commencing on the southerly right-of-way line of Old State Highway 4A at its intersection with the southerly prolongation on the East line of Lot 4 of THOMPSON AND ADAMS SUBDIVISION as shown by plat recorded in Plat Book 2, Page 24 of Monroe County, Florida Public Records, said southerly right-of-way line of U.S. Highway No. 1, and said intersection being also the POINT OF BEGINNING of the Easement herein intended to be described; from said POINT OF BEGINNING bear North 68.55 feet to the southeasterly corner of said Lot 4, said southeasterly corner being located upon the northerly right-of-way line of said Old State Highway 4A; thence continue bearing North along the East line of said Lot 4, 230.29 feet to a point of curvature thereon; thence bear Northwesterly along the arc of a curve, deflecting to the left 79.31 feet, said curve having a radius of 50.49 feet, the chord of which bears North 45 degrees, 00 minutes, 00 seconds West 71.40 feet to a point of inflection; thence continue Northwesterly on the arc of a curve, deflecting to the right 40.03 feet, said curve having a radius of 25.49 feet, the chord of which bears North 45 degrees, 00 minutes, 00 seconds West 36.05 feet to a point of tangency; thence bear South 43.58 feet; thence bear Southeasterly on the arc of a curve, deflecting to the left, 26.73 feet, said curve having a radius of 25.49 feet, the chord of which bears South 74 degrees, 50 minutes, 10 seconds East 26.41 feet to a point of inflection; thence continue Southeasterly on the arc of a curve, deflecting to the right, 40.03 feet, said curve having a radius of 25.49 feet, the chord of which bears South 45 degrees, 00 minutes, 00 seconds East 36.05 feet to a point of tangency; thence bear South 305.85 feet to a point on the said Southerly right-of-way line of Old State Road 4A; thence bear North 74 degrees, 20 minutes, 00 seconds East along said right-of-way line 25.96 feet back to the POINT OF BEGINNING.

ALSO

EASEMENT "C"

Situated in the County of Monroe and State of Florida and known as being a 25 foot wide easement over and upon a portion of Lot 4 of THOMPSON AND ADAMS SUBDIVISION of a part of Government Lot 1, Section 10, Township 66 South, Range 32 East on Key Vaca as shown by plat recorded in Plat Book 2, Page 24 of Monroe County, Florida Public Records, and more particularly described as follows:

Commencing on the northerly right-of-way line of Old State Highway 4A at the southwest corner of Lot 4 of THOMPSON AND ADAMS SUBDIVISION as shown by plat recorded in Plat Book 2, Page 24 of Monroe County, Florida Public Records, bear North along the West line of said Lot 4, 334.61 feet to the POINT OF BEGINNING of the easement herein intended to be described; from said POINT OF BEGINNING continue bearing North along the said West line of Lot 4, 309.93 feet; thence bear East 23.60 feet; thence bear South 353.31 feet; thence bear northwesterly on the arc of a curve deflecting to the right 52.58 feet, said curve having a radius of 50.49 feet, the chord of which bears North 29 degrees, 50 minutes, 11 seconds West 50.24 feet back to the POINT OF BEGINNING.



ALSO

EASEMENT "D"

FILE #1402841
EX#1942 PG#557

Situated in the County of Monroe and State of Florida and known as being an easement over and upon a part of Lots 3 and 4 of being an easement over and upon a part of Lots 3 and 4 of THOMPSON AND ADAMS SUBDIVISION of a part of Government Lot 1, Section 10, Township 66 South, Range 32 East on Key Vaca as shown by plat recorded in Plat Book 2, Page 24 of Monroe County, Florida Public Records, said easement being more particularly described as follows:

Commencing on the northerly right-of-way line of Old State Highway 4A at the southwesterly corner of Lot 4 of THOMPSON AND ADAMS SUBDIVISION as shown by plat recorded in Plat Book 2, Page 24 of Monroe County, Florida, Public Records, bear North along the West line of said Lot 4, 644.54 feet; thence bear West 7.50 feet to the POINT OF BEGINNING of the easement herein intended to be described; from said POINT OF BEGINNING bear North 273.50 feet; thence bear East 15.00 feet; thence bear South 273.50 feet; thence bear West 15.00 feet back to the POINT OF BEGINNING.

(NOTE: Said easement contains the following covenant of the Grantor of the easement) By signing and acknowledging below, the GRANTEE herein, for themselves, their heirs, executors and assigns, covenant with the GRANTOR, his heirs, executors and assigns, that the GRANTEE, from time to time, and at all times hereafter agree that they will be responsible for a proportionate share of the maintenance, repair and liability to the aforementioned grants of easement rights of ingress and egress as more specifically stated hereinafter.

Maintenance, repair and liability on Easement "A" and "B" will be the responsibility of the GRANTOR herein, his heirs, executors and assigns and maintenance, repair and liability on Easement "C" and "D" will be the responsibility of the GRANTEE herein, their heirs, executors and assigns. Provided, however, that GRANTOR retains some rights to make necessary and reasonable decisions and determinations regarding required repair and maintenance and future improvements to the easement rights of ingress and egress granted in Easements "A" and "B". Each party agrees to maintain their respective easements so that each easement is suitable to provide for passage and use as herein contemplated. GRANTEE, their heirs, executors, and assigns may at their sole option and expense, make improvements other than in the course of regular repairs and maintenance to the easements which they are responsible for maintaining as set forth to hereinabove. Provided however, that no such improvements shall

hinder or obstruct passage or detrimentally affect any other
easement rights for ingress or egress granted herein.

ALSO

FILE # 1402841
BK# 1942 FC# 558

EASEMENT "B"

A one foot (1") wide easement running parallel with the Northern most boundary of
Parcel A, as more particularly described by meter and bounds as follows, to wit:

EXHIBIT "2"

DESCRIPTION OF PARCEL "A"

Situated in the County of Monroe and State of Florida and known as being a part of Lot 4
of THOMPSON AND ADAMS SUBDIVISION of a part of Government Lot 1, Section
10, Township 66 South, Range 32 East on Key Vaca as shown by plat recorded in Plat
Book 2, Page 24 of Monroe County, Florida Public Records, and more particularly
described as follows:

COMMENCING on the northerly right-of-way line of Old State Highway 4A, at the
southeasterly corner of Lot 4 of THOMPSON AND ADAMS SUBDIVISION as shown
by plat recorded in: Plat Book 2, Page 24 of Monroe County, Florida Public Records, bear
North along the East line of said Lot 4, 230.29 feet to the POINT OF BEGINNING of
that portion of Lot 4 herein intended to be described, from said POINT OF BEGINNING
bear northwesterly on the arc of a curve deflecting to the left 79.31 feet, said curve having
a radius of 50.49 feet, the chord of which bears North 45 degrees, 00 minutes, 00 seconds
West 71.40 feet to a point of inflection; thence continue northwesterly on the arc of a
curve, deflecting to the right, 40.03 feet, said curve having a radius of 25.49 feet, the
chord of which bears North 45 degrees, 00 minutes, 00 seconds West 36.05 feet to a point
of tangency; thence bear North 342.55 feet; thence bear East 75.97 feet to a point on the
East line of said Lot 4; thence bear South along the East line of said Lot 4, 418.55 feet
back to the POINT OF BEGINNING and containing 28,367.63 square feet (0.6512 acres)
of land.

And from the Northeastly corner of Parcel "A" continuing approximately 100.91 feet in
a Westerly direction parallel with the Northernmost boundary of said Parcel "A" for the
exclusive purpose of erecting a fence. All expenses, repair, maintenance and liability for
said fence to be borne solely by the GRANTEES herein, their heirs, executors and
assigns.

The GRANTOR retains the right to make all reasonable decisions and determinations
regarding required repair and maintenance and future improvements to the
aforementioned easement rights of ingress and egress granted herein, other than as
provided hereinabove.

FILE # 1 4 2 8 4 1
BK# 1 9 4 2 PG# 5 5 9

The GRANTOR herein expressly reserves to himself, his heirs, executors and assigns the right to use the aforementioned easements across GRANTOR'S land, and the GRANTEE herein for themselves, their heirs, executors and assigns agree to the joint use of the above described easement rights of ingress and egress across GRANTOR'S land by GRANTOR, his heirs, executors and assigns.

The aforementioned easements over GRANTOR'S above described land shall run with GRANTOR'S land entitled thereto and be binding on the GRANTOR, his heirs, executors and assigns and any person who shall hereafter acquire title to GRANTOR'S property, and shall also run with GRANTEE'S land entitled thereto and be binding on the GRANTEE'S, their heirs and assigns and any person who shall hereafter acquire title to GRANTEE'S property.

EXHIBIT "A"

Lots 1, 2, 3 and 4, THOMPSON & ADAMS SUBDIVISION, according to the Plat thereof recorded in Plat Book 2, Page 24, of the Public Records of Monroe County, Florida.

ALSO

A parcel of bay bottom land in the Bay of Florida at Kay Vaca, Monroe County, Florida, north of and adjacent to Lots 1, 2, 3 and 4 of "THOMPSON & ADAMS SUBDIVISION", as recorded in Plat Book 2, Page 24, Monroe County, Florida Records, said bay bottom land also being in Section 10, Township 66 South, Range 32 East, and more particularly described as follows:

Commencing at the intersection of the East line of Section 10, Township 66, South, Range 32 East, and the northerly right-of-way line of Old State Highway No. 4A, run southwesterly along the northerly right-of-way line of Old State Highway No. 4A for a distance of 1258.44 feet to a point; thence with a deflected angle to the right of 105 degrees and 40 minutes and north for a distance of 950 feet, more or less, to the northwest corner of Lot 1 of said "THOMPSON & ADAMS SUBDIVISION", said corner also to be known as the POINT OF BEGINNING of the bay bottom land hereinafter described; from said POINT OF BEGINNING continue north for a distance of 269 feet more or less; thence at right angles and easterly for a distance of 403.89 feet to a point; thence at right angles and south for a distance of 210 feet, more or less to the shoreline; thence meander the shoreline in a northwesterly, southeasterly and southwesterly direction for a distance of 600 feet, more or less, back to the POINT OF BEGINNING.

ALSO

Part of Government Lot 1, Section 10, Township 66 South, Range 32 East and more particularly described as follows:



FILE #1402841
BK#1942 PG#560

Commencing at a point where the Westerly boundary line of Lot 1 of THOMPSON AND ADAMS SUBDIVISION, a plat of which is recorded in Plat Book 2, Page 24 of Monroe County, Florida Records, intersects with the Northern boundary line of the right-of-way of U.S. Highway No. 1 of said plat and running thence along the Northern boundary of said highway in a Northeasterly direction 209.74 feet to a point where the East boundary line of Lot 2 of said plat intersects with the northern boundary of said highway; thence running at a straight angle with the Eastern boundary line of said Lot 2 in a southerly direction 66 feet, more or less, to the former right-of-way of the F.E.C. Ry. Company and which is the present right-of-way of the Overseas Road and Toll Bridge District; thence along the northern boundary of said Overseas Road and Toll Bridge District's right-of-way 209.74 feet; thence North to the POINT OF BEGINNING.

ALSO

Part of Government Lot 3, Section 10, Township 66 South, Range 32 East and more particularly described as follows:

Commencing at a point where the Westerly boundary line of Lot 3 of THOMPSON & ADAMS SUBDIVISION, plat of which is recorded in Plat Book 2, Page 24 of Monroe County, Florida Records, intersects with the Northern boundary line of the right-of-way of U.S. Highway No. 1 of said plat and running thence along the Northern boundary of said highway in a Northeasterly direction 209.74 feet to a point where the East boundary line of Lot 4 of said plat intersects with the Northern Boundary of said highway; thence running at a straight angle with the Eastern boundary of said Lot 4 in a Southerly direction 66 feet, more or less, to the former right-of-way of the F.E.C. Ry. Company and which is now the present right-of-way of the Overseas Road & Toll Bridge District;

FILE #1402841
BK#1942 PG#561

Less that property deceded by the Grantor by Warranty Deed recorded in Official Records Book 1189, page 2468 and 2469, of the Public Records of Monroe County, Florida, more particularly described as follows:

A parcel of land, being a part of Lots 2 and 3, THOMPSON AND ADAMS SUBDIVISION, as recorded in Plat Book 2, page 24, Vaca Key, Monroe County, Florida, Public Records, and being further described as follows:

COMMENCING at the Southeast corner of Lot 3, of said THOMPSON AND ADAMS SUBDIVISION, bear North along the East line of said Lot 3, 619.30 feet, to the POINT OF BEGINNING; thence continue bearing North, along the East line of said Lot 3, 25.24 feet, to the Easterly projection of the South line of Parcel "B" as recorded in Official Record Book 1099, page 1999, thence bear West, to and along said South line of Parcel "B", 136.92 feet, more or less, to the mean high water line of an existing canal; thence bear South 10 degrees, 19 minutes, 44 seconds East, along said mean high water line, 25.66 feet, more or less, to a point which is West from the POINT OF BEGINNING; thence bear East, 132.32 feet, more or less, to the POINT OF BEGINNING.



FILE #1402841
BK#1942 PGS62

RAY BOTTOM DESCRIPTION "C"

A parcel of bay-bottom land, being a portion of the bay-bottom land as recorded in Official Record Book 762, Pages 244 to 251; said bay-bottom land also being that portion of bay-bottom land lying West of a portion of Parcel "B" as recorded in Official Record Book 1099, Page 1999 and 2000, Vasa Key, Monroe County, Florida, Public Records, and being further described as follows:

Commencing at the Southeast corner of Lot 3 of said THOMPSON AND ADAMS SUBDIVISION, bear North along the East line of said Lot 3, 918.04 feet, to a line which is projected East from the most Easterly North corner of Parcel "B" as recorded in Official Record Book 1099, page 1999 and 2000; thence bear West, to and along the Northerly line of said Parcel "B", 101.00 feet; thence bear North along the line of Parcel "B", 73.71 feet; thence bear South 87 degrees, 49 minutes, 49 seconds West, along the most Northerly line of said Parcel "B", 32.58 feet, to the Northwest corner of an existing concrete dock as described in said Parcel "B" and the POINT OF BEGINNING; thence bear South 01 degrees, 22 minutes, 17 seconds East, along the West edge of said concrete dock, 104.27 feet, to the Southwesterly corner thereof; thence bear North 86 degrees, 39 minutes, 21 seconds West, 20.62 feet, to a point in an existing canal on the West line of said bay-bottom as described in Official Records Book 762, Page 244 to 255; thence bear North, 103.04 feet, to a point in said canal, thence bear East 18.09 feet, to the POINT OF BEGINNING.



FILE #1402841
BK#1942 PG#563

A parcel of land being a part of Lots 2 and 3, THOMPSON AND ADAMS SUBDIVISION, as recorded in Plat Book 2, page 24, and filled bay bottom land, as recorded in Official Records Book 762, page 244, Vaca Key, Monroe County, Florida, Public Records, and being further described as follows:

Commencing at the Southeast corner of Lot 3 of said THOMPSON AND ADAMS SUBDIVISION, bear North along the East line of said Lot 3, 918.04 feet, to a line which is projected East from the most Easterly North corner of Parcel "B" as recorded in Official Record Book 1099, Page 1999 and 2000, and the POINT OF BEGINNING; thence bear West, to and along the Northerly line of said Parcel "B", 101.00 feet; thence bear North, along the line of Parcel "B", 73.71 feet; thence bear South 37 degrees, 49 minutes and 49 seconds West, along the most Northerly line of said Parcel "B", 27.46 feet, to the mean high water line of an existing canal; thence meander the mean high water line in a generally Northerly and the Easterly direction on the following four (4) descriptive courses:

1. Thence North 00 degrees, 31 minutes, 25 seconds West, 94.97 feet;
2. Thence North 59 degrees, 21 minutes, 02 seconds East, 21.87 feet;
3. Thence North 86 degrees, 44 minutes, 19 seconds East, 44.72 feet;
4. Thence North 88 degrees, 08 minutes, 09 seconds East, 65.87 feet, to the East line of said Lot 3; thence bear South, along the East line of said Lot 3, 183.47 feet, more or less, back to the POINT OF BEGINNING.

AND

A parcel of bay bottom land, being a portion of the bay bottom land as recorded in Official Records Book 762, page 244 to 251; said bay bottom land also being that portion of bay bottom land lying North and West of Parcel "E" as described above, Vaca Key, Monroe County, Florida, Public Records, and being further described as follows:

Commencing at the Southeast corner of Lot 3 of said THOMPSON AND ADAMS SUBDIVISION, bear North along the East line of said Lot 3, 918.04 feet to a line which is projected East from the most Easterly North corner of Parcel "B" as recorded in Official Record Book 1099, page 1999 and 2000; thence bear West, to and along the Northerly line of said Parcel "B", 101.00 feet; thence bear North, along the line of Parcel "B", 73.71 feet; thence bear South 37 degrees, 49 minutes, 49 seconds West, along the most Northerly line of said Parcel "B", 27.46 feet, to the mean high water line of an existing canal; and the POINT OF BEGINNING; thence meander the mean high water line in a generally Northerly and then Easterly direction on the following four (4) descriptive courses:

1. Thence North 00 degrees, 31 minutes, 25 seconds West, 94.97 feet;
2. Thence North 59 degrees, 21 minutes, 02 seconds East, 21.87 feet;
3. thence North 86 degrees, 44 minutes, 19 seconds East, 44.72 feet;



4. Thence North 88 degrees, 08 minutes, 09 seconds East, 65.87 feet; to the East line of said Lot 3, thence bear North, along the Northerly projection of the East line of said Lot 3, 524 feet, more or less, to the North line of the bay bottom land as recorded in Official Record Book 762, Pages 244 to 251; thence bear West, along said North line of the bay bottom land, 100 feet, more or less, to the East line of the bay bottom land of Little Emma Island, as recorded in Official Record Book 247, page 535; thence bear South along said East line of said bay bottom land of Little Emma Island, 250 feet, more or less; thence bear West, along the South line of said bay bottom land of Little Emma Island, 50 feet, more or less, to a line which is bearing North from a point which bears West, 23.21 feet, from the POINT OF BEGINNING; thence bear South along said line, 384 feet, more or less, to said point, thence bear East, 23.21 feet, back to the POINT OF BEGINNING.

FILE # 1402841
BK# 1942 FC# 564



Together with that certain parcel of land to be used as ingress and egress particularly described as follows:

FILE # 1402841
BK# 1942 PG# 565

EASEMENT "D"

Being a 15 foot easement over and upon a portion of Lot 3 and 4, THOMPSON AND ADAMS SUBDIVISION, as recorded in Plat Book 2, page 24, Vaca Key, Monroe County, Florida, Public Records and being further described as follows:

COMMENCING at the Southeast corner of Lot 3, bear North along the East line of said Lot 3, 644.54 feet to the Northwest corner of Easement "C" as recorded in Official Record Book 1099, Page 2022 and 2023, and the POINT OF BEGINNING of said 15 foot easement; thence bear West, 7.50 feet to the Southeast corner of Parcel "B" as recorded in Official Record Book 1099, Page 1999 and 2000; thence bear North along the East line of said Parcel "B" and its projection, 258.50 feet; thence bear East 15.00 feet; thence bear South parallel with the East line of said Lot 3, 298.50 feet to the Northerly terminus of said Easement "C"; thence bear West along said Northerly terminus of Easement "C", 7.50 feet, back to the POINT OF BEGINNING.

Subject to the easement rights as set forth in Deed of Easement filed in Official Records 1099, Page 2022 and further reserving unto the Grantor herein all rights of easement relocation and other rights as set forth in the said Deed of Easement filed in Official Records 1099, Page 2022.

Together with easement rights for ingress and egress as the real property particularly described as follows:

EASEMENT "A"

Situated in the County of Monroe and State of Florida and known as being a 25 foot wide easement over and upon a portion of Old State Highway 4A, and over and upon a portion of Lot 4 of THOMPSON AND ADAMS SUBDIVISION of a part of Government Lot 1, Section 10, Township 66 South, Range 32 East on Key Vaca as shown by plat recorded in Plat Book 2, Page 24 of Monroe County, Florida, Public Records, and more particularly described as follows:

COMMENCING on the southerly right-of-way line of Old State Highway 4A at its intersection with the Southerly prolongation of the West line of Lot 4 of THOMPSON AND ADAMS SUBDIVISION as shown by plat recorded in Plat Book 2, Page 24 of Monroe County, Florida, Public Records, said Southerly right-of-way line being also the Northerly right-of-way line of U.S. Highway No. 1, and said intersection being also the POINT OF BEGINNING of the Easement herein intended to be described; from said POINT OF BEGINNING bear North 68.55 feet to the Southwesterly corner of said Lot 4, said Southwesterly corner being located upon the Northerly right-of-way line of said Old State Highway 4A; thence continue bearing North along the West line of said Lot 4,



334.62 feet; thence bear Southeastly along the arc of a curve deflecting to the left, 52.58 feet, said curve having a radius of 50.49 feet, the chord of which bears South 29 degrees, 50 minutes, 11 seconds East 50.24 feet; thence bear South 352.57 feet to a point on the said southerly right-of-way line of Old State Road No. 4A; thence bear South 74 degrees, 20 minutes, 00 seconds West along said right-of-way line 25.96 feet back to the POINT OF BEGINNING.

ALSO

FILE # 1 4 0 2 8 4 1
BK# 1 9 4 2 PG# 5 6 6

EASEMENT "B"

Situated in the County of Monroe and State of Florida and known as being a 25 foot wide easement over and upon a portion of Old State Highway 4A, and over and upon a portion of Old State Highway 4A, and over and upon a portion of Lot 4 of THOMPSON AND ADAMS SUBDIVISION of a part of Government Lot 1, Section 10, Township 66 South, Range 32 East on Key Vaca as shown by plat recorded in Plat Book 2, Page 24 of the Monroe County, Florida, Public Records, and more particularly described as follows:

COMMENCING on the Southerly right-of-way line of Old State Highway 4A at its intersection with the Southerly prolongation on the East line of Lot 4 of THOMPSON AND ADAMS SUBDIVISION as shown by plat recorded in Plat Book 2, Page 24, of Monroe County, Florida, Public Records, said Southerly right-of-way line of U.S. Highway No. 1, and said intersection being also the POINT OF BEGINNING of the Easement herein intended to be described; from said POINT OF BEGINNING, bear North 68.55 feet to the Southeastly corner of said Lot 4, said Southeastly corner being located upon the Northerly right-of-way line of said Old State Highway 4A; thence continue bearing North along the East line of said Lot 4, 230.29 feet to a point of curvature thereon; thence bear Northwestly along the arc of a curve, deflecting to the left 79.31 feet, said curve having a radius of 50.49 feet, the chord of which bears North 45 degrees, 00 minutes, 00 seconds West 71.40 feet to a point of inflection; thence continue Northwestly on the arc of a curve, deflecting to the right 40.03 feet, said curve having a radius of 25.49 feet, the chord of which bears North 45 degrees, 00 minutes, 00 seconds West 36.05 feet to a point of tangency; thence bear South 43.58 feet; thence bear Southeastly on the arc of a curve, deflecting to the left, 26.73 feet, said curve having a radius of 25.49 feet, the chord of which bears South 74 degrees, 50 minutes, 10 seconds East 25.41 feet to a point of inflection; thence continue Southeastly on the arc of a curve, deflecting to the right, 40.03 feet, said curve having a radius of 25.49 feet, the chord of which bears South 45 degrees, 00 minutes, 00 seconds East 36.05 feet to a point of tangency; thence bear South 305.85 feet to a point on the said Southerly right-of-way line of Old State Road No. 4A; thence bear North 74 degrees, 20 minutes, 00 seconds East along said right-of-way line 25.96 feet back to the POINT OF BEGINNING.

ALSO



FILE #1402841
PR#1942 PC#567

EASEMENT "C"

Situated in the County of Monroe and State of Florida and known as being a 25 foot wide easement over and upon a portion of Lot 4, THOMPSON AND ADAMS SUBDIVISION of a part of Government Lot 1, Section 10, Township 66 South, Range 32 East on Key Vaca as shown by plat recorded in Plat Book 2, page 24 of Monroe County, Florida Public Records, and more particularly described as follows:

COMMENCING on the Northerly right-of-way line of Old State Highway 4A at the Southwesterly corner of Lot 4 of THOMPSON AND ADAMS SUBDIVISION as shown by plat recorded in Plat Book 2, Page 24 of Monroe County, Florida, Public Records, bear North along the West line of said Lot 4, 334.61 feet to the POINT OF BEGINNING of the easement herein intended to be described; from said POINT OF BEGINNING, continue bearing North along the said West line of Lot 4, 309.93 feet; thence bear East 25.00 feet, thence bear South 353.31 feet; thence bear Northwesterly on the arc of a curve deflecting to the right 52.58 feet, said curve having a radius of 50.49 feet, the chord of which bears North 29 degrees, 50 minutes, 11 seconds West, 50.24 feet back to the POINT OF BEGINNING.

ALSO

EASEMENT "D"

Situated in the County of Monroe and State of Florida and known as being a 25 foot easement over and upon a portion of Lot 4, THOMPSON AND ADAMS SUBDIVISION, as recorded in Plat Book 2, page 24, Monroe County, Florida, Public Records and being further described as follows:

Commencing at the Southwest corner of said Lot 4, bear North along the West line of said Lot 4, 644.54 feet to the Northwest corner of Easement "C" as recorded in Official Record Book 1099, Page 2022 and 2023 and the POINT OF BEGINNING of said 25 foot easement, thence continue bearing North along the West line of said Lot 4, 32.67 feet, to the Southwest corner of Parcel "D" as described above; thence bear East along the South line of said Parcel "D", 25.00 feet to the Northwest corner of Parcel "A" as recorded in Official Record Book 1099, page 1999 and 2000; thence bear South along the West line of said Parcel "A", 32.67 feet, thence bear West, 25.00 feet back to the POINT OF BEGINNING.



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EXHIBIT "A"

Less that property deeded by the Grantor by Warranty Deed recorded in Official Records Book 1099, Pages 1999-2001, of the Public Records of Monroe County, Florida, more particularly described as follows:

DESCRIPTION OF PARCEL "A"

Situated in the County of Monroe and State of Florida and known as being a part of Lot 4 of the THOMPSON AND ADAMS SUBDIVISION of a part of Government Lot 1, Section 10, Township 66 South, Range 32 East on Key Vaca as shown by plat recorded in Plat Book 2, page 24, of Monroe County, Florida Public Records, and more particularly described as follows:

COMMENCING on the Northerly right-of-way line of Old State Highway 4A at the Southeastly corner of Lot 4 of THOMPSON AND ADAMS SUBDIVISION as shown by plat recorded in Plat Book 2, Page 24 of Monroe County, Florida Public Records, bear North along the East line of said Lot 4, 230.29 feet to the POINT OF BEGINNING of that portion of Lot 4 herein intended to be described, from said POINT OF BEGINNING bear Northwesterly on the arc of a curve deflecting to the left 79.31 feet, said curve having a radius of 50.49 feet, the chord of which bears North 45 degrees, 00 minutes, 00 seconds West, 71.40 feet to a point of inflection; thence continue Northwesterly on the arc of a curve, deflecting to the right, 40.05 feet, said curve having a radius of 25.49 feet, the chord of which bears North 45 degrees, 00 minutes, 00 seconds West, 36.05 feet to a point of tangency; thence bear North 342.55 feet; thence bear East 75.97 feet to a point on the East line of said Lot 4; thence bear South along the East line of said Lot 4, 418.55 feet back to the POINT OF BEGINNING and containing 28,367.63 square feet (0.6512 acres) of land.

DESCRIPTION OF PARCEL "B"

Situated in the County of Monroe and State of Florida and known as being parts of Lots 2 & 3 of THOMPSON & ADAMS SUBDIVISION of a part of Government Lot 1, Section 10, Township 66 South, Range 32 East on Key Vaca as shown by plat recorded in Plat Book 2, Page 24 of Monroe County, Florida Public Records, and more particularly described as follows:

COMMENCING on the Northerly right-of-way line of Old State Highway 4A at the Southeastly corner of Lot 3 of THOMPSON & ADAMS SUBDIVISION as shown by plat recorded in Plat Book 2, page 24, of Monroe County, Florida Public Records, bear North along the East line of said Lot 3, 644.54 feet; thence bear West 7.50 feet to the POINT OF BEGINNING of that portion of Lots 2 & 3 herein intended to be described, from said POINT OF BEGINNING, bear North, parallel with East line of said Lot 3, 273.50 feet to a point; thence bear West 93.50 feet to a point, on the West line of said Lot



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3; thence bear North along said West line of Lot 3, 73.71 feet to a point thereon; thence bear South 87 degrees, 49 minutes, 49 seconds West, 32.58 feet to the Northwest corner of a concrete dock constructed along the mean high water line on the Easterly bank of an existing canal; thence bear South 01 degrees, 22 minutes, 17 seconds East along the West edge of said concrete dock 104.27 feet to a Southwesterly corner thereof; thence bear North 86 degrees, 39 minutes, 21 seconds West, 20.62 feet to a point in said existing canal; thence bear South 00 degrees, 51 minutes, 00 seconds East in said existing canal, 89.04 feet; to a Northwesterly corner of a concrete dock constructed along the mean high water line on the easterly bank of said existing canal; thence bear South 00 degrees, 51 minutes, 00 seconds East, along the Westerly edge of said concrete dock 72.58 feet to the most Southwesterly corner thereof; thence bear North 87 degrees, 36 minutes, 12 seconds East, along the Southerly end of said concrete dock 7.93 feet to its intersection with the mean high water line on the Easterly bank of said existing canal; thence meander said mean high water line in a generally Southerly direction on the following descriptive courses bearing first South 06 degrees, 14 minutes, 51 seconds East, 6.14 feet; thence South 71 degrees, 21 minutes, 25 seconds, West 6.04 feet; thence South 21 degrees, 55 minutes, 41 seconds East 13.00 feet; thence South 29 degrees, 30 minutes, 10 seconds West, 4.57 feet; thence South 13 degrees, 20 minutes, 39 seconds East 10.31 feet; thence South 46 degrees, 30 minutes, 38 seconds East 7.36 feet; thence South 04 degrees, 57 minutes, 30 seconds West, 9.92 feet; thence South 32.62 feet to a point on said mean high water line which bears West, 129.42 feet from the POINT OF BEGINNING hereof; thence bear East 129.42 feet back to the POINT OF BEGINNING and containing 0.915 acres, 0.098 acres of which is submerged by waters of said existing canal.

LESS AND EXCEPTING THE FOLLOWING:

PARCEL "C"

A tract of land and water in a part of Lots 2 and 3 of THOMPSON AND ADAMS SUBDIVISION, as recorded in Plat Book 2, Page 24 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows: Commencing at the Southeast corner of Lot 3, bear North, 725.97 feet; thence bear West, 69.27 feet to the POINT OF BEGINNING of the tract of land and water hereinafter described; thence bear North 02 degrees and 48 minutes West, 156.28 feet; thence bear North 36 degrees and 24 minutes West, 81.11 feet; thence bear South 02 degrees and 43 minutes East, 161.37 feet to a point which is bearing West from the POINT OF BEGINNING; thence bear East, 80.95 feet, back to the POINT OF BEGINNING.

ALSO INCLUDED IN THIS CONVEYANCE AND SEPARATELY DESCRIBED AS THE FOLLOWING:

PARCEL "C"

A tract of land and water in a part of Lots 2 and 3 of THOMPSON AND ADAMS SUBDIVISION, as recorded in Plat Book 2, page 24 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows:



Commencing at the Southeast corner of Lot 3, bear North 725.97 feet; thence bear West, 69.27 feet to the POINT OF BEGINNING of the tract of land and water hereinafter described; thence bear North 02 degrees and 48 minutes West, 156.28 feet; thence bear North 86 degrees and 24 minutes West, 81.11 feet; thence bear South 02 degrees and 43 minutes East, 161.37 feet to a point which is bearing West from the POINT OF BEGINNING; thence bear East 80.95 feet, back to the POINT OF BEGINNING.

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AND ALSO

Situated in the County of Monroe and State of Florida and known as being a part of Lot 4 of Thompson and Adams Subdivision of a part of Government Lot 1, Section 10, Township 66 South, Range 32 East on Key Vaca as shown by plat recorded in Plat Book 2, Page 24 of Monroe County, Florida Public Records and more particularly described as follows:

Commencing on the northerly right-of-way line of Old State Highway 4-A at the southeasterly corner of Lot 4 of Thompson and Adams Subdivision as shown by plat recorded in Plat Book 2, Page 24 of Monroe County, Florida Public Records, bear North along the East line of said Lot 4, 230.29 feet to THE POINT OF BEGINNING of that portion of Lot 4 herein intended to be described, from said Point of Beginning bear northwesterly on the arc of a curve, deflecting to the left, 79.31 feet, said curve having a radius of 50.49 feet, the chord of which bears North 45 degrees, 00 minutes, 00 seconds West 71.40 feet to a point of inflection; thence continue northwesterly on the arc of a curve, deflecting to the right, 40.03 feet, said curve having a radius of 25.49 feet the chord of which bears North 45 degrees, 00 minutes, 00 seconds West 36.05 feet to a point of tangency; thence bear North 342.55 feet; thence bear East 75.97 feet to a point on the East line of said Lot 4; thence bear south along the East line of said Lot 4, 418.55 feet back to the Point of Beginning, subject to Easements set forth in Grant of Easement of even date herewith, executed by Grantee in favor of Grantor.

CITY OF MARATHON, FLORIDA
RESOLUTION 2017-107

A RESOLUTION OF THE CITY OF MARATHON, FLORIDA, REQUESTING AN EXTENSION OF THE TERM SPECIFIED IN SECTION 3, "TERM" OF THE INTERLOCAL AGREEMENT BETWEEN THE MONROE COUNTY AND THE CITY OF MARATHON TRANSFERRING AFFORDABLE HOUSING RESIDENTIAL DWELLING UNIT ALLOCATIONS FOR AN APPROVED PROJECT IN THE OWNERSHIP OF KEY VACA LLC, TO BE LOCATED BETWEEN 4700 AND 4900 \ OVERSEAS HIGHWAY, MARATHON, FLORIDA ON PROPERTIES INCLUDING REAL ESTATE NUMBERS 00327110-000000, 00327120-000000, 00327130-000000, AND 00327140-000000. NEAREST MILE MARKER 50; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On or about December 0f 2016, the City of Marathon and Monroe County entered into an Interlocal Agreement (ILA) transferring Fifty-five (55) affordable housing residential dwelling units to the City to be utilized in a project in the ownership of Key Vaca, LLC; and

WHEREAS, the ILA provided a "reverter clause" and a term which specified that:

"Section 3. TERM: Subject to and upon the terms and conditions set forth herein, this Interlocal Agreement shall continue in force until the following occurs:

The project does not complete construction and does not obtain Certificates of Occupancy for all fifty-five (55) affordable housing units contemplated herein by December 31, 2019. All affordable housing units for which Certificates of Occupancy are issued prior to December 31, 2019 shall remain subject to this Interlocal Agreement irrespective of whether all 55 affordable housing units contemplated herein receive Certificates of Occupancy."

WHEREAS, subject project did not request FHFC LIHTC/WORKFORCE housing funding in the 2016-2017 competitive cycle, but did in the following cycle and did not qualify; and

WHEREAS, the City and the project owner remain resolute in the approved project as an FHFC LIHTC/WORKFORCE and wish to assure that it may continue to apply in future grant cycles; and

WHEREAS, further, with the impacts of Hurricane Irma in Marathon and on the Florida Keys in general, the imperative need for additional workforce housing is at a crisis level; and

WHEREAS, the City requests that the term specified in Section 3 of the ILA be extended to include the remainder of the 2018-2019 competitive cycle and extend through the physical year of 2020.

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

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

Section 2. The City requests that the term specified in Section 3 of the ILA be extended to include the remainder of the 2018-2019 competitive cycle and extend through the physical year of 2020.

Section 3. The City Clerk shall forward a certified copy of this Resolution to appropriate individuals at Monroe County, Florida, the Florida Department of Economic Opportunity, the Florida Housing Finance Corporation, the Florida Task Force on Affordable Housing, and the Executive Offices of the Governor.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 12TH DAY OF DECEMBER, 2017.

THE CITY OF MARATHON, FLORIDA



Michelle Coldiron, Mayor

AYES: Bartus, Cook, Senmartin, Zieg, Coldiron
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk
(City Seal)

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



David Migut, City Attorney