

**CITY OF MARATHON, FLORIDA
RESOLUTION 2021-34**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT, FOR ISLAND HOMES OF THE KEYS INC, PURSUANT TO CHAPTER 102, ARTICLE 8 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (“THE CODE”) ENTITLED “DEVELOPMENT AGREEMENT” FOR THE DEVELOPMENT OF A SINGLE FAMILY HOME; VACANT LAND; WHICH IS LEGALLY DESCRIBED AS, SECTION 32, TOWNSHIP 65, RANGE 33, GOVERNMENT LOT 1 AND SECTION 05, TOWNSHIP 66, RANGE 33, PART OF GOVERNMENT LOT 4, FORMERLY KNOWN AS PHASE V (THE ISLAND) SEAWATCH AT MARATHON A CONDOMINIUM, MARATHON, MONROE COUNTY, FLORIDA; HAVING REAL ESTATE NUMBER 00104135-000000, NEAREST MILE MARKER 53.

WHEREAS, Island Homes of the Florida Keys INC filed an Application on December 14th, 2020 for approval of a Development Agreement (the “Agreement”) pursuant to Chapter 163, Florida Statutes and Chapter 102, Article 8, of the City of Marathon Land Development Regulations (LDRs); and

WHEREAS, on the 19th day of April 2021 the City of Marathon Planning Commission (the “Commission”) reviewed and recommended approval of the Agreement with several conditions; and

WHEREAS, on the 11th day of May 2021, the City Council (the “Council”) reviewed the Applicant’s proposal finding that that the Agreement was compliant with the terms of Chapter 163, Florida Statutes and the Chapter 102, Article 8 of the City LDR’s; and

WHEREAS, on the 8th day of June 2021, the City Council (the “Council”) reviewed the Applicant’s proposal finding that the Agreement was compliant with the terms of Chapter 163, Florida Statutes and the Chapter 102, Article 8 of the City LDR’s; and

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

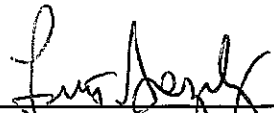
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Agreement, an unsigned copy of which is attached hereto as Exhibit “A”, is hereby approved for signature and recordation and otherwise has complied with or must meet all conditions as set forth by Council.

Section 3. This resolution shall take effect immediately upon its review and approval by the Department of Economic Opportunity (DEO).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8th DAY OF JUNE, 2021.


THE CITY OF MARATHON, FLORIDA



Luis Gonzalez, Mayor

AYES: Zieg, Bartus, Cook, Senmartin, Gonzalez
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:



Steve Williams, City Attorney

This instrument prepared by:

Barton W. Smith, Esq.
SMITH HAWKS
138 Simonton Street
Key West, Florida 33040

Parcel ID No: 00104135-000000

(Space reserved for recording)

DEVELOPMENT AGREEMENT FOR SEAWATCH

THIS AGREEMENT is entered into by and between ISLAND HOMES OF THE KEYS, INC., a New Jersey corporation (herein, the “Owner”) and the CITY OF MARATHON, a Florida municipal corporation (herein, the “City”), pursuant to Sections 102.29, 102.30, 102.31 and 102.32 of the City Code, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2011), and is binding on the “Effective Date” set forth herein.

WITNESSETH:

WHEREAS, Owner is the owner of approximately 13.3 acres of contiguous uplands in the corporate limits of the City consisting of a vacant island, RE Number 00104135-000000, part of the development originally known as “Seawatch”, at Mile Marker 50 on Vaca Key more particularly described in the legal description attached hereto as **Exhibit A**, (“Property”). A copy of the Warranty Deed is attached hereto as **Exhibit B**; and

WHEREAS, the Property is currently subject to the 1995 agreement governing the development of the Property pursuant to Section 380.032(3), Florida Statutes (the “Agreement”) by and between the Florida Department of Community Affairs (“DCA”) and Monroe County, Florida (“Monroe County”) attached hereto and incorporated herein as **Exhibit C**; and

WHEREAS, the Agreement relates to the permissible development of a 13.3 acre island as single-family residences. As of the date of execution of the Agreement, development of the Property was governed by Monroe County Code (the “County Code”), and is now governed by the City of Marathon Code (the “Marathon Code”); and

WHEREAS, the Agreement provides that the Property “may be developed with a maximum of eight (8) single-family residences” and acted to “grandfather” the density of the Property at eight (8) units. See Agreement, Sec. 1, 3. The Agreement provides that apart from the “grandfathered” density, development of the Property “shall be subject to all Monroe County land development regulations in effect at the time the Owner or its successor applies for a building permit or permits from Monroe County for such development, including but not limited to the County’s rate of growth regulations and its environmental design criteria.”; and

WHEREAS, the Agreement provides that “the maximum of eight (8) single family residences shall be sited within the disturbed area and/or within a maximum of 3.16 acres of the palm hammock...” See Agreement, Sec 3, 4.

WHEREAS, subsequent to the Agreement’s approval, the City incorporated and adopted its own code, including a Building Permit Allocation System (“BPAS”) which differs from the Rate of Growth System previously in effect when the Agreement was approved.

WHEREAS, it was the intent of the signatories of the Agreement to permit the development of the property as eight single family market rate residential dwelling units with seven units situated in the palm hammock and one unit located in the disturbed area along the Western portion of the Property.

WHEREAS, the Parties recognize that the ability to fulfill the intent and purpose of the Agreement are limited due to the dwelling units to be located in palm hammock and limitations on allocating to palm hammock unless provided in this Agreement which provides certainty to both the City and Owner as to the development to occur at the Property; and

WHEREAS, in order to partially fulfill the intent of the Agreement, it is the Parties intent to allowing a driveway cleared along with clearing an unfragmented area made up of approximately 2.25 acres of the Property’s 13.3 acres as well as clear a walking path to the Eastern side of the Property, as permitted by the Agreement; and

WHEREAS, it is the Parties intent to utilize grandfathered density, as provided in the Agreement, to develop the Property as one (1) single family dwelling unit, not to exceed nine thousand five hundred square foot (9,500 sq. ft.), ~~plus accessory structures~~, to be located as depicted on the attached site plan, pursuant to the Marathon Code setback and bufferyard requirements; and

WHEREAS, it is the intent of the Parties to forfeit any remaining grandfathered density not utilized to develop the Property; and

WHEREAS, in order to protect the development rights of the Property and the economic viability of the land; and to preempt the possibility of a governmental taking of the Property under the doctrine of inverse condemnation, the Owner agrees to : 1) acquire and transfer one (1) existing residential development right pursuant to Article 2, Section 107.13 of the Land Development Regulations but without any restriction on the habitat type of the sender or receiver site, in order to develop one (1) single family dwelling unit on the Property or (2) apply for and obtain one residential BPAS permit through the BPAS allocation system as defined in Chapter 107, Article 1 of the City Code; and

WHEREAS, the proposed development is permissible and appropriate for the City's Comprehensive Plan Future Land Use designation, Conservation Native Area (CNA) applicable to the Property, which allows single family dwelling units; and

WHEREAS, the Owner has provided public notice of the parties' intent to consider entering into this Agreement by publishing an advertisement in a newspaper of general circulation and readership in the City, posting the Property subject to this Agreement, and mailing notices to the property owners lying within 300 feet of the boundaries of the Property subject to this Agreement; and

WHEREAS, the City Planning Commission has held a public hearing on ~~March 15, 2021~~, to consider this Agreement, and the City Council held two public hearings on ~~April 13, 2021~~ and ~~May 11, 2021~~ to consider this Agreement; and

WHEREAS, the City has determined that this Agreement is in the public interest and will further the health, safety, welfare, of the residents of the City of Marathon.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. RECITALS. The recitals set forth in the preceding “Whereas” clauses are incorporated herein and form a material part of this Agreement.

B. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the following meanings. Terms not defined in this Agreement shall be as defined in the City Code, in Chapter 163, Florida Statutes, or, if not defined in the Code or Statute, shall be understood by their usual and customary meaning.

1. **“Agreement”** shall refer to this Development Agreement, as the same may be subsequently amended, modified, or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3220-163.3243, inclusive, Florida Statutes.

2. **“Building Permit Allocation System”** or **“BPAS Allocation** shall refer to those terms defined in Chapter 107, Article 1 of the City Code.

3. **“City Code”** shall refer to the Code of Ordinances of the City of Marathon in existence on the Effective Date of this Agreement.

4. **“Comprehensive Plan”** shall refer to the City’s Comprehensive Plan, effective July 5, 2005, as amended to the submittal date of this Agreement to the City.

5. **“Dwelling Unit”** shall refer to a dwelling unit as defined in Chapter 110, Article 3. - Defined Terms of the City Code.

6. **“Effective Date”** shall refer to the date this Agreement becomes effective, as set forth in this Agreement.

7. **“Florida Department of Economic Opportunity (DEO) and “state land planning agency”** shall mean and refer to the “state land planning agency” as defined in Chapter 163, Part II, Florida Statutes.

8. **“Land Development Regulations”** (LDRs) shall mean Appendix A of Part II of the City Code in existence on the Effective Date of this Agreement.

9. **“Owner”** shall refer to the owner of the Property identified in the first paragraph of this Agreement.

10. **“Property”** shall refer to the parcel of real property located in the City that is the subject of this Agreement as described on **Exhibit A** attached hereto and made a part hereof.

11. **“Public facilities”** means those facilities identified in Section 163.3221, Florida Statutes (2011), and as set forth in this Agreement.

C. TERMS OF AGREEMENT.

1. **Legal Description; Ownership and Equitable Interests in the Property.** The legal description of the Property subject to this Agreement is attached hereto as **Exhibit A** and is incorporated herein, along with **Exhibit B**, Warranty Deed, and **Exhibit C, DCA Agreement** ~~Redacted Purchase and Sale Agreement~~.

2. Duration of Agreement, Agreement Renewal.

This Agreement shall remain in effect for an initial period of ten (10) years, commencing on the Effective Date set forth below. This Agreement may be renewed or extended as provided herein.

3. Plan Approval, including Densities and Intensities.

a. Approval of Conceptual Site Plan; Minor Revisions; Final Site Plan. The Property shall be ~~redeveloped by allowing the area, as depicted on the Site Plan for Seawatch dated _____ attached hereto as Exhibit C, to be cleared without fragmentation, along with a driveway and walking path (“Cleared Land”), developed as a Single Family Dwelling Unit, not to exceed nine thousand five hundred square foot (9,500 sq. ft.) plus additional structures including a guest cottage, garage, pool etc., all of which shall be attached as a portion of the principal structure’s foot print, but which shall be in addition to the nine thousand five hundred square foot (9,500 sq. ft.) primary residence, all of which must be setback a minimum of twenty feet (20 ft.) from any edge of the Cleared Land. The Conceptual Site Plan is hereby approved by the City, and any subsequent site plans, site plan approvals and building permits shall substantially comply with this Site Plan; provided, however, that the Final Site plan submitted for building permits may deviate from the Conceptual Site Plan to accommodate refinements to the development plan including shifts in location of the Single Family Dwelling Unit, roadways, pathways, and swimming pool configurations or placement anywhere within the Cleared Land, subject to all setback and bufferyard requirements. The Final Site Plan will meet all applicable setback, open space, landscape bufferyard, clustering, parking, and building height requirements established in City Code and such requirements shall not be varied unless Owner obtains a variance pursuant to applicable provisions of the City Code.~~

b. Building Height. The height of any new structure associated with the redevelopment of the Property shall not exceed 42 feet, except as provided by City Code, as amended.

c. BPAS Allocation. The Property shall: 1) acquire and transfer one (1) existing residential development right pursuant to Article 2, Section 107.13 of the Land Development Regulations but without any restriction on the habitat type of the sender or receiver site, in order to develop one (1) single family dwelling unit on the Property or (2) apply for and

obtain one residential BPAS permit through the BPAS allocation system as defined in Chapter 107, Article 1 of the City Code. The purpose and intent of the Agreement is to allow the transference of one existing residential unit from any land located within the City to the Property, ~~regardless of habitat restrictions on transference contained within the City Code~~ by reviewing the disturbed area as separate from the hammock area.

c. Permits from Other Regulatory Entities. Other agency permits may be required as provided by applicable law prior to the City's issuance of building permits for redevelopment of the Property. The Owner shall obtain all necessary permits from other local, regional, State, and federal regulatory entities and provide copies of each to the City within a reasonable time after such permits are issued.

d. Additional Conditions by Mutual Agreement. Nothing in this Agreement shall preclude the parties from applying additional conditions, by mutual written consent, during the final permitting approval process, without requiring an amendment to this development agreement.

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

a. Potable Water. Domestic potable water is provided by the Florida Keys Aqueduct Authority.

b. Electric Service. Electric service is provided by Florida Keys Electric Cooperative.

c. Solid Waste. Solid waste service is provided by Marathon Garbage Service or its successors and assigns, as determined by the City Council.

d. Fire Service. Fire service is provided by the Marathon Fire Department.

e. Wastewater. Wastewater mains collection and treatment is provided by the City of Marathon.

f. Public Recreational facilities. Public recreational facilities shall be addressed through impact fees, if any.

g. Concurrency. All public facilities identified above are available as of the date of this Agreement, and capacity for each is projected to be available concurrent with the impacts of development.

h. Impact Fees. Any increased impacts on public facilities or public services attributable to each unit of the development, and the cost of capital improvements to meet the associated demand on such facilities or services, shall be assured by payment to the City, concurrent with the issuance of the building permits for each unit, of any applicable City impact fees required by ordinance then in effect, as well as by payment by the Owner of any applicable utility system development fees.

5. Reservations or Dedications of Land for Public Purposes. There is no reservation or dedication of land for public purposes contemplated by this Agreement.

6. All Local Development Permits Approved or Needed.

a. Development Approvals. The following City development approvals are needed for the development authorized by this Agreement:

1. Site Plan. Final Site Plan application and approval by the City building official, fire marshal, and planning staff confirming compliance with this Agreement and applicable City Code requirements.

2. Building Permits. As of right building permits will be issued, as provided pursuant to the City Code.

b. Review. No further review or discretionary review will be required by the City, it being agreed that the development, as depicted on the approved Conceptual Site Plan attached hereto, requires only the above development approvals so long as the Final Site Plan substantially complies with the Conceptual Site Plan approved under this Agreement, excluding the potential deviations, as provided in Section 3 above.

c. Compliance. Nothing in this Agreement shall be deemed to obviate the Owner's compliance with terms and provisions of each such identified approval.

d. Completeness. The parties acknowledge that the Owner has submitted all information necessary for review under the City Code.

7. Mutual Cooperation. The City agrees to cooperate with the Owner in a timely manner in providing and/or granting all permits, licenses, approvals, or consents necessary or appropriate to fully implement this Agreement. The City and the Owner agree to cooperate fully with and assist each other in the performance of the provisions of this Agreement.

8. Development to Comply with Permits and City Comprehensive Plan and Code Provisions. The development described in and authorized by this Agreement shall be constructed in accordance with all specified permit conditions, and in accordance with all applicable provisions of the City's Comprehensive Plan and City Code, as applicable. No certificate of occupancy for an individual building shall be issued until the City has assured itself that, subsequent to approved plans; the Owner has complied with all conditions in the permits issued by the City and other regulatory entities for that building.

9. Finding of Consistency. The City of Marathon finds that the development authorized herein is consistent with the City's Comprehensive Plan and Land Development Regulations, as applicable.

10. Compliance with Permits, Terms, Conditions, and Restrictions not identified herein. The failure of this Agreement to address a particular permit requirement, condition, term, or

restriction shall not relieve the Owner of the necessity of complying with the laws governing said permitting requirements, conditions, terms, or restrictions.

11. Governing Laws.

a. Controlling Regulations. For the duration of this Agreement, all approved development on the Property shall comply with and be controlled by this Agreement and by the provisions of the Comprehensive Plan and City Code, as applicable. The parties do not anticipate the application of subsequently adopted laws and policies to the Property except as expressly provided in this Agreement.

b. State or Federal Laws. If State or federal laws enacted after the effective date of this Agreement preclude any party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant state or federal laws. However, this Agreement shall not be construed to waive or abrogate any rights that may vest pursuant to common or statutory law.

12. Amendments, Renewal, Revocation and Termination. This Agreement may be amended, renewed, or terminated as follows:

a. Amendments. As provided in Section 163.3237, Florida Statutes, this Agreement may be amended by mutual consent of the parties to this Agreement or by their successors in interest; an instrument in writing signed by the parties or their successors shall accomplish an amendment under this provision.

b. Renewal. As provided in Section 163.3229, Florida Statutes, this Agreement may be renewed by the mutual consent of the parties, subject to the following public hearing requirements in Section 163.3225, Florida Statutes: the City shall conduct at least two (2) public hearings, one of which may be held by the local planning agency at the option of the City. Notice of intent to consider renewal of the Agreement shall be advertised approximately seven (7) days before each public hearing in a newspaper of general circulation and readership in Monroe County, Florida,

and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notice shall specify the location of the land subject to the Agreement, the development uses on the Property, the population densities, and the building intensities and height and shall specify a place where a copy of the Agreement can be obtained.

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

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

e. Termination by Mutual Consent. This Agreement may be terminated by mutual consent of the parties.

13. Breach of Agreement and Cure Provisions.

a. Written Notice on the Owner. If the City concludes there has been a material breach of this Agreement, prior to revoking this Agreement the City shall serve written notice on the Owner, identifying the term or condition the City contends has been materially breached and providing the Owner ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to the Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the Owner, shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement; or (b) failure to comply with terms and conditions of permits issued by the City of Marathon or other regulatory entity for the development authorized by this Agreement.

b. Written Notice on the City. If the Owner concludes that there has been a material breach in the terms and conditions of this Agreement, the Owner shall serve written notice on the City, identifying the term or condition the Owner contends has been materially breached and providing the City thirty (30) days from the date of receipt of the notice to cure the breach. The following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the City, shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement, or (b) failure to timely process any application for site plan approval or other development approval required to be issued by the City for the development authorized by this Agreement.

c. Option to Terminate. If a material breach of this Agreement occurs and is not cured within the time periods provided above, the party that provided notice of breach may elect to terminate this Agreement or may seek to enforce this Agreement as provided herein.

d. Waiver of Breach. If either party waives a material breach in this Agreement by the other party, such a waiver shall not be deemed a waiver of any subsequent breach.

14. Notices. All notices, demands, requests, or replies provided for or permitted by this Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by any one of the following methods: (a) personal delivery; (b) deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (c) deposit with an overnight express delivery service with a signed receipt required. Notice shall be effective upon receipt. The addresses and telephone numbers of the parties are as follows:

TO THE OWNER:

Island Homes of The Keys, Inc.
Steven Hotz and John Hotz
PO Box 179
Medford NJ 08055

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

Smith Hawks, PL
138 Simonton Street
Key West, Florida 33040
Telephone: (305) 296-7227

TO THE CITY:

George Garrett, City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 289-4111

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

Steven Williams, City Attorney
City of Marathon
9805 Overseas Highway
Marathon, Florida 3350
Telephone: (305) 289-4111

15. Enforcement. In accordance with Section 163.3243, Florida Statutes, any party to this Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes, or the state land planning agency may file an action for injunctive relief in the circuit court of Monroe County, Florida, to enforce the terms of this Agreement or to challenge the compliance of this Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes.

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

~~**17. Drafting of Agreement.** The parties acknowledge that they jointly participated in the drafting of this Agreement and that no term or provision of this Agreement shall be construed in favor of or against either party based solely on the drafting of the Agreement.~~

17.18. Severability. In the event any provision, paragraph or section of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

18.19. Applicable Law. This Agreement was drafted and delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

19.20. Litigation; Attorney's Fees; Venue; Waiver of Right to Jury Trial. In the event of any litigation arising out of this Agreement between the City and Owner, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorney's fees. This includes, but is not limited to, reimbursement for such reasonable attorneys' fees and costs incurred with respect to any appellate, bankruptcy, post-judgment, or trial proceedings related to this Agreement. Venue for any legal proceeding arising out of this Agreement shall be in Monroe County, Florida. The parties to this Agreement waive the right to a jury trial in any litigation arising out of or initiated under this Agreement.

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

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

22.23. Headings. The headings contained in this Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of the Agreement.

23.24. Entirety of Agreement. This Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subjects covered by this Agreement that are not contained in or incorporated into this document and, accordingly, no deviation from the terms hereof shall be predicated upon any

prior representations or agreements, whether written or oral. This Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

24.25. Recording; Effective Date. The Owner shall record this Agreement in the public records of Monroe County, Florida, within fourteen (14) days after the date of execution of this Agreement. A copy of the recorded Agreement showing the date, page, and book where recorded shall be submitted to the state land planning agency by hand delivery, registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within fourteen (14) days after the Agreement is recorded. The Owner shall also provide a copy of the recorded Agreement to the City within the same time period. This Agreement shall become effective thirty (30) days after the date it is received by the state land-planning agency.

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

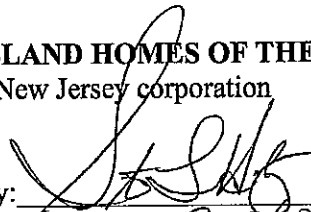
26.27. Reversion of Agreement. If Owner is denied permits from South Florida Water Management District or Army Corp. of Engineers for the development contemplated herein, this Agreement shall be of no force or effect and all density rights forfeited under this Agreement shall be reinstated as if this Agreement has no force or effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO FOLLOW]


IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have set their hands and seals on the dates below written.

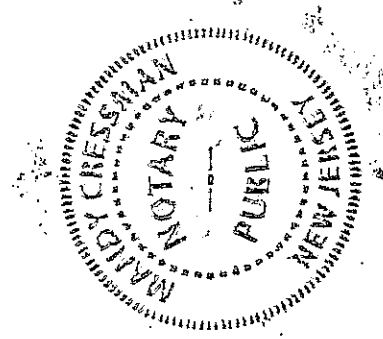
ISLAND HOMES OF THE KEYS, INC,
a New Jersey corporation

By: 
Printed Name: STEVEN L HOTZ
Title: OWNER.

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

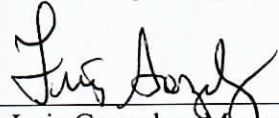
The foregoing instrument was acknowledged before me by means of physical presence
OR online notarization on this 23rd day of June 2021,
by Steven L. Hotz as owner of ISLAND
HOMES OF THE KEYS, INC, a New Jersey corporation who is personally known to me OR
 who produced _____ as identification, and who did
OR did not take an oath.


Notary Public, State of New Jersey
My commission expires: 6/23/2026
Comm No.: 50040705



On the 8 day of June, 2021, the City Council of the City of Marathon approved this Agreement by Resolution No. 2021-34.

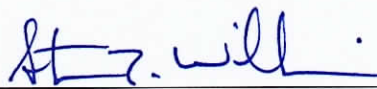
CITY OF MARATHON,
a Florida municipal corporation

By: 
Luis Gonzalez, Mayor

ATTEST:


Diane Clavier, City Clerk

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


Steven Williams, City Attorney

EXHIBITS TO SEAWATCH DEVELOPMENT AGREEMENT

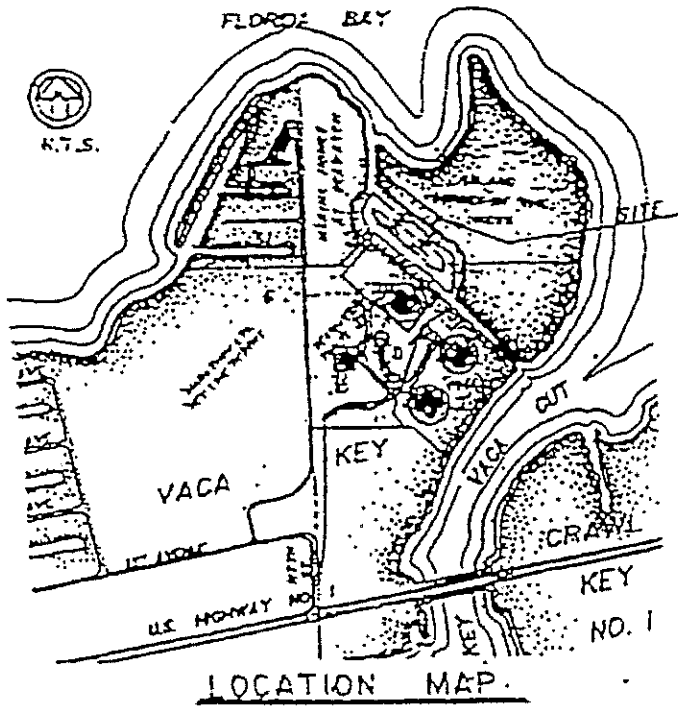
EXHIBIT A: SURVEY AND LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B: WARRANTY DEED

EXHIBIT C: ~~SITE PLAN~~ DCA AGREEMENT

EXHIBIT A

SURVEY AND LEGAL DESCRIPTION OF PROPERTY



LOCATION MAP.

Description:

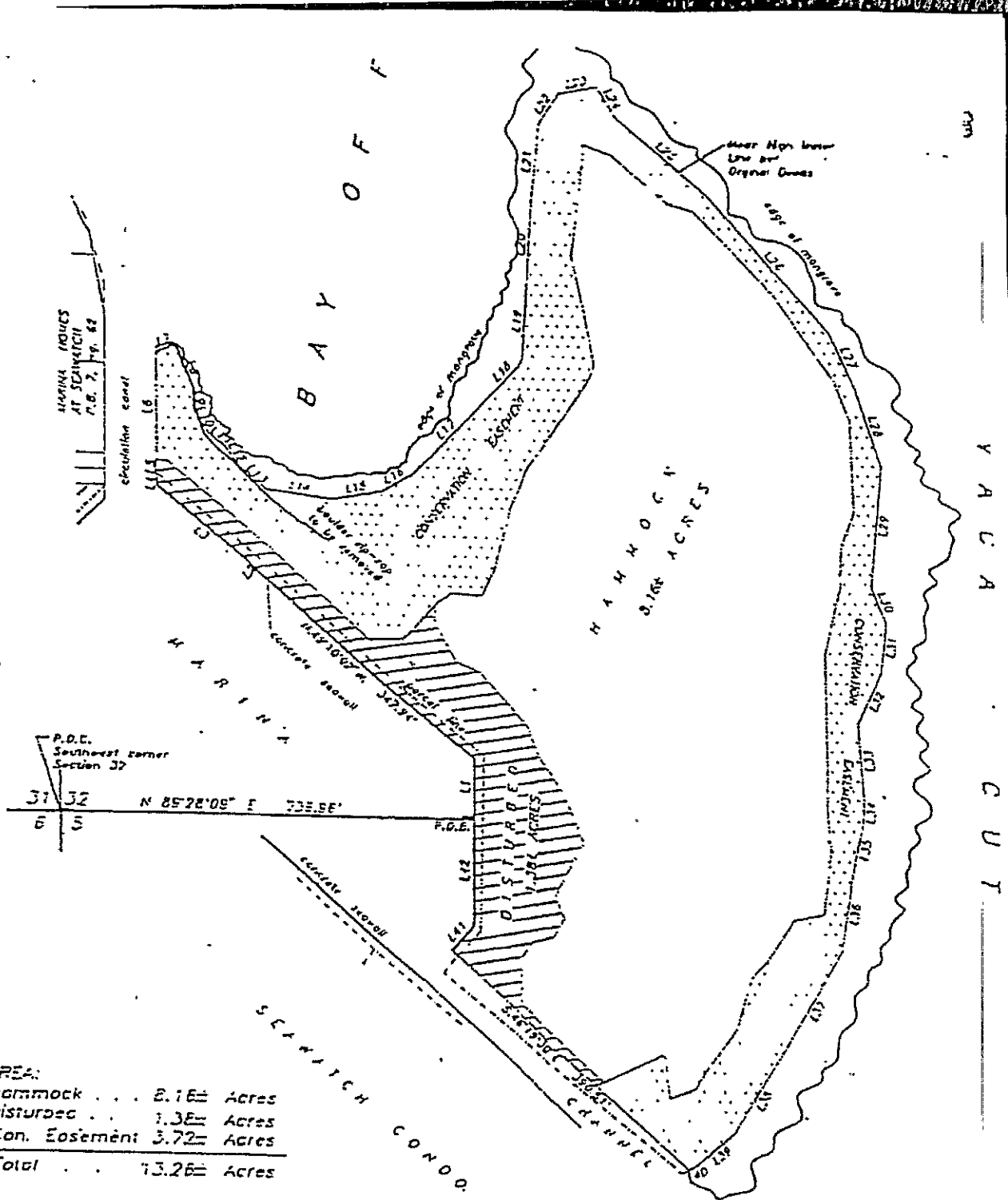
A parcel of land in Government Lot 1, Section 22, Township 65 South, Range 23 East and Government Lot 4, Section 2, Township 66 South, Range 23 East, in Key Vaca, Monroe County, Florida and being more particularly described as follows: COMMENCE at the Southwest corner of said Section 22; thence N.85°22'04"E., along the South line of said section 22 a distance of 736.96 feet to the face of a concrete seawall and the Point of Beginning; thence N.00°35'35"E., along the face of a concrete seawall a distance of 76.82 feet; thence N.45°10'02"W., along the face of a concrete seawall a distance of 347.94 feet; thence N.37°27'45"E., a distance of 7.06 feet along the face of a concrete seawall; thence N.40°24'05"W., along the face of a concrete seawall a distance of 154.83 feet; thence N.01°30'35"E., along the face of a concrete seawall a distance of 8.85 feet; thence N.00°41'18"E., along a channel a distance of 22.33 feet; thence N.00°37'25"E., along a channel a distance of 136.12 feet to the West High Water Line of the Bay of Florida; thence N.67°14'40"E., and measuring the said West High Water Line with the following thirty four (34) courses and courses a distance of 25.44 feet; thence S.33°01'20"E., a distance of 53.78 feet; thence S.01°10'00"E., a distance of 25.66 feet; thence S.27°03'35"E., a distance of 31.21 feet; thence S.51°27'47"E., a distance of 33.63 feet; thence S.33°14'45"E., a distance of 26.71 feet; thence S.48°18'55"E., a distance of 48.47 feet; thence S.83°14'47"E., a distance of 83.73 feet; thence N.78°48'05"E., a distance of 64.92 feet; thence N.58°08'57"E., a distance of 41.33 feet; thence N.42°58'27"E., a distance of 130.96 feet; thence N.45°37'52"E., a distance of 57.44 feet; thence N.04°58'58"E., a distance of 91.85 feet; thence N.06°32'20"E., a distance of 86.34 feet; thence N.07°08'05"E., a distance of 91.33 feet; thence N.34°12'34"E., a distance of 46.15 feet; thence N.78°08'25"E., a distance of 46.95 feet; thence S.30°15'45"E., a distance of 43.81 feet; thence S.58°17'50"E., a distance of 142.34 feet; thence S.41°28'45"E., a distance of 218.57 feet; thence S.24°38'45"E., a distance of 72.36 feet; thence S.17°57'41"E., a distance of 98.31 feet; thence S.05°11'45"W., a distance of 152.85 feet; thence S.27°01'41"E., a distance of 42.74 feet; thence S.07°27'41"W., a distance of 64.74 feet; thence S.27°10'01"W., a distance of 76.11 feet; thence S.03°21'30"E., a distance of 92.64 feet; thence S.04°48'01"W., a distance of 30.44 feet; thence S.11°42'43"W., a distance of 66.43 feet; thence S.05°25'11"W., a distance of 92.45 feet; thence S.30°15'11"W., a distance of 157.11 feet; thence S.30°08'08"W., a distance of 107.69 feet; thence S.48°14'20"W., a distance of 83.87 feet; thence S.60°15'00"W., a distance of 5.82 feet to a channel; thence N.40°18'30"W., along the said channel a distance of 390.51 feet to a concrete seawall; thence N.40°29'02"E., along a concrete seawall a distance of 35.51 feet; thence S.40°28'02"W., along the face of a concrete seawall a distance of 35.51 feet; thence N.00°35'35"E. along the face of a concrete seawall for 131.15 feet to the Point of Beginning; containing 577,856.28 Square feet, or 13,2815 acres, more or less.

LINE TABLE

Line	Bearing	Distance
11	N.00°35'35"E.	76.82'
12	N.45°10'02"W.	347.94'
13	N.37°27'45"E.	7.06'
14	N.40°24'05"W.	154.83'
15	N.01°30'35"E.	8.85'
16	N.00°41'18"E.	22.33'
17	N.00°37'25"E.	136.12'
18	N.67°14'40"E.	25.44'
19	S.33°01'20"E.	53.78'
20	S.01°10'00"E.	25.66'
21	S.27°03'35"E.	31.21'
22	S.51°27'47"E.	33.63'
23	S.33°14'45"E.	26.71'
24	S.48°18'55"E.	48.47'
25	S.83°14'47"E.	83.73'
26	N.78°48'05"E.	64.92'
27	N.58°08'57"E.	41.33'
28	N.42°58'27"E.	130.96'
29	N.45°37'52"E.	57.44'
30	N.04°58'58"E.	91.85'
31	N.06°32'20"E.	86.34'
32	N.07°08'05"E.	91.33'
33	N.34°12'34"E.	46.15'
34	N.78°08'25"E.	46.95'
35	S.30°15'45"E.	43.81'
36	S.58°17'50"E.	142.34'
37	S.41°28'45"E.	218.57'
38	S.24°38'45"E.	72.36'
39	S.17°57'41"E.	98.31'
40	S.05°11'45"W.	152.85'
41	S.27°01'41"E.	42.74'
42	S.07°27'41"W.	64.74'
43	S.27°10'01"W.	76.11'
44	S.03°21'30"E.	92.64'
45	S.04°48'01"W.	30.44'
46	S.11°42'43"W.	66.43'
47	S.05°25'11"W.	92.45'
48	S.30°15'11"W.	157.11'
49	S.30°08'08"W.	107.69'
50	S.48°14'20"W.	83.87'
51	S.60°15'00"W.	5.82'
52	N.40°18'30"W.	390.51'
53	N.40°29'02"E.	35.51'
54	S.40°28'02"W.	35.51'
55	N.00°35'35"E.	131.15'

CERTIFICATION

A



AREA:

mammoth	8.16	Acres
Disturbed	1.38	Acres
Con. Easement	3.72	Acres
Total	13.26	Acres

ISLAND HOMES OF THE KEYS Overseas Highway, Seawatch, Marathon, Fl.			
SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF THE ENTIRE ISLAND		Dwn No.: 54-40D	
Scale: 1" = 160'	Rel. FILE	Flood Zone No	Dwn By: F.H.H
Date: 4/10/54		Flood Zone	Flood Elev
REVISIONS AND/OR ADDITIONS			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

315C Northside Drive
Suite 101
Key West, Fl. 33040
(305) 253-0466
Fax (305) 283-0237

Island
Homes of
C. H. H.

B

Photo Orientation (file)

DEPTH PROFILE

Turtle Kraals
Appl. # 44-42081
Taken on 8-28-81
by John Meyer and
David Bishop

(not to scale)

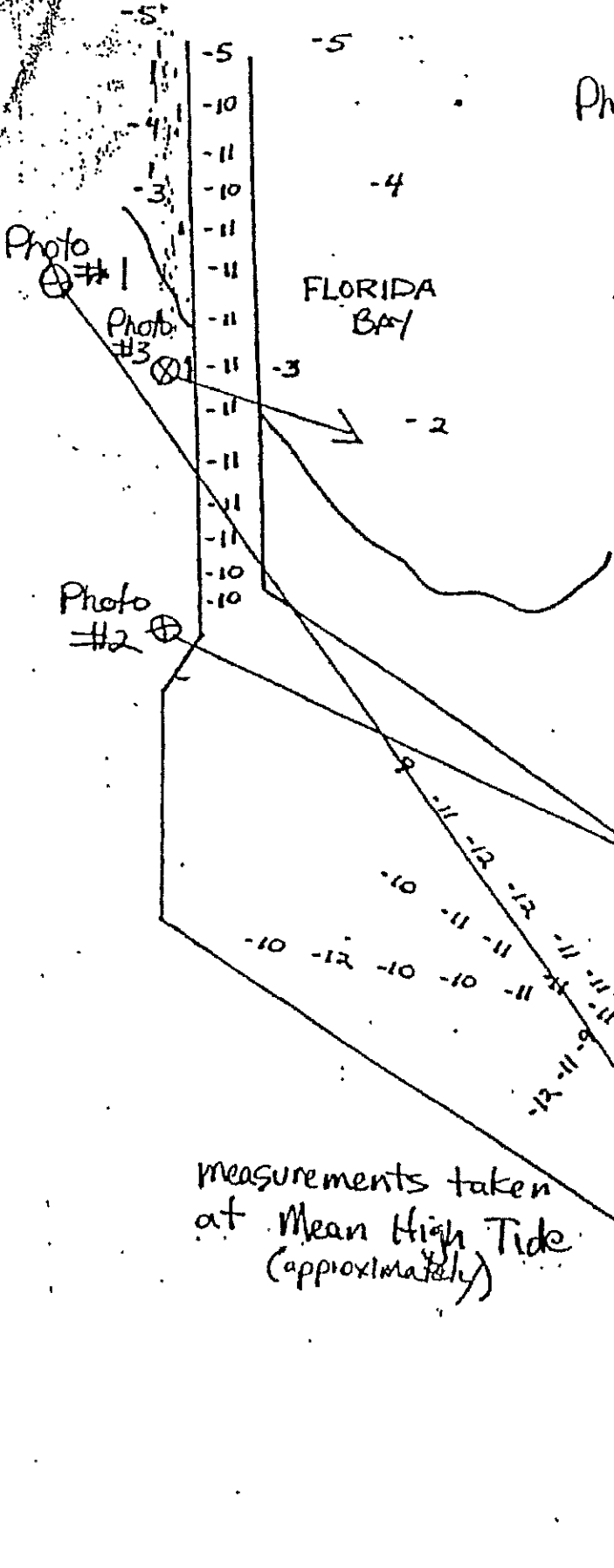
RECEIVED PERM

AUG 09 1984



measurements taken
at Mean High Tide
(approximately)

TO VACA
CUT
C-7



LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

MARINA HOMES

MARINA

CHANNEL

ISLAND HOMES OF THE KEYS

DISTURBED

LOCATION MAP

NOTICE

THIS MAP IS A PRELIMINARY MAP OF RECORD AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE PROPERTY SHOWN ON THIS MAP IS NOT GUARANTEED BY THE STATE OF FLORIDA. THE STATE OF FLORIDA DOES NOT WARRANT THE ACCURACY OF THIS MAP. THE STATE OF FLORIDA DOES NOT WARRANT THE ACCURACY OF THIS MAP.

DATE: 11/11/11

BY: [Signature]

SEAWATCH PHASE II

SEAWATCH PHASE III

SEAWATCH PHASE I

Recorded in Official Records Book
 in Monroe County, Florida
 Record Verified
DAVID J. KOLHAGE
 Clerk Circuit Court

Lot No.	Area (Acres)	Owner
1		
2		
3		
4		
5		
6		

FREDRICK H. HIGGINS
 Project Manager

EXHIBIT

EXHIBIT B
WARRANTY DEED

QUIT-CLAIM DEED

THIS INDENTURE made this 27th day of April A.D., 1990, by FEDERAL DEPOSIT INSURANCE CORPORATION successor in interest to Park Bank of Florida, in its corporate capacity, hereinafter called the Grantor and ISLAND HOMES OF THE KEYS, INC., hereinafter called the Grantee. (Wherever used herein the terms "grantor" and "grantee", include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the grantee, his heirs and assigns forever, all that certain land situate in Monroe County, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

THIS DEED IS WITHOUT WARRANTIES AND GRANTOR DOES NOT WARRANT TITLE TO THE REAL PROPERTY HEREBY CONVEYED.

TOGETHER with all the tenements, hereditament and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its Attorney-In-Fact the day and year above written:

FEDERAL DEPOSIT INSURANCE CORPORATION

By: Bruce E. Meacham
Attorney-In-Fact.

FILED FOR RECORD
MAY -4 1990

Lowell J. Meyer
Lois J. Kelpatuck

DS Paid 9.70... 5-4-90

By: Victoria K. C. ... D.C.

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this 27th day of April, A.D., 1990, before me personally appeared Bruce E. Meacham as Attorney-In-Fact for the FEDERAL DEPOSIT INSURANCE CORPORATION successor in interest to Park Bank of Florida, in its corporate capacity, to me known to be the person who signed the foregoing instrument as such Attorney-In-Fact and acknowledged the execution thereof to be his free act and deed as such Attorney-In-Fact for the uses and purposes therein mentioned that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Orlando in the County of Orange and the State of Florida.

Walter A. Kelling
Notary Public
My Commission Expires

EXHIBIT "A"

LEGAL DESCRIPTION

PHASE V (THE ISLAND)

A parcel of land in Government Lot 1, Section 32, Township 65 South, Range 33 East, and in Government Lot 4, Section 5, Township 66 South, Range 33 East, on Vaca Key, Monroe County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 32; thence run North 89° 28' 09" East, along the South line of said Section 32, for 748.04 feet to the Point of Beginning; thence run North 1° 25' 50" East for 80.11 feet; thence run North 48° 40' 51" West for 517.59 feet; thence run North 0° 39' 06" East for 148.87 feet to a point of intersection with the Mean High Water Line of the Bay of Florida; thence meander along said Mean High Water Line for the following thirty-four courses and distances:
 thence run North 67° 14' 40" East for 23.62 feet; thence run South 23° 01' 20" East for 53.78 feet; thence run South 1° 10' 08" East for 25.68 feet; thence run South 27° 03' 39" East for 31.21 feet; thence run South 51° 27' 42" East for 23.03 feet; thence run South 33° 41' 45" East for 26.71 feet; thence run South 46° 18' 52" East for 46.47 feet; thence run South 83° 41' 42" East for 83.73 feet; thence run North 78° 46' 35" East for 64.28 feet; thence run North 58° 08' 51" East for 43.32 feet; thence run North 42° 52' 22" East for 138.98 feet; thence run North 45° 32' 53" East for 57.44 feet; thence run North 4° 51' 06" East for 91.69 feet; thence run North 4° 32' 22" East for 96.54 feet; thence run North 7° 08' 05" East for 99.33 feet; thence run North 34° 15' 34" East for 46.12 feet; thence run North 78° 08' 25" East for 46.90 feet; thence run South 30° 15' 45" East for 43.88 feet; thence run South 50° 12' 50" East for 142.34 feet; thence run South 41° 29' 45" East for 218.57 feet; thence run South 17° 52' 41" East for 98.35 feet; thence run South 5° 51' 46" West for 155.89 feet; thence run South 22° 01' 44" East for 48.24 feet; thence run South 7° 12' 46" West for 64.74 feet; thence run South 24° 32' 01" West for 70.11 feet; thence run South 3° 31' 50" East for 98.64 feet; thence run South 4° 48' 01" West for 30.44 feet; thence run South 11° 43' 43" West for 60.43 feet; thence run South 9° 25' 53" West for 98.49 feet; thence run South 30° 15' 12" West for 157.11 feet; thence run South 30° 09' 08" West for 107.69 feet; thence run South 48° 14' 28" West for 63.94 feet; thence run South 60° 15' 09" West for 18.57 feet; thence leaving said Mean High Water Line, run North 49° 14' 11" West for 376.10 feet; thence run North 40° 37' 43" East for 68.57 feet; thence run North 1° 25' 50" East for 137.72 feet to the Point of Beginning.

Recorded in Official Records Book
 of Monroe County, Florida
 Page 861
 DANNY L. KENNEDY
 Clerk Circuit Court

EXHIBIT C

SITE PLAN - DCA AGREEMENT

718
11/11/77

AGREEMENT

THIS AGREEMENT is entered into between ISLAND HOMES OF THE KEYS, INC., a New Jersey corporation; MONROE COUNTY, FLORIDA; and the DEPARTMENT OF COMMUNITY AFFAIRS, State of Florida (herein "DCA").

WHEREAS, Island Homes of the Keys, Inc., is the owner of an approximately 13.3-acre island within the development originally known as "Seawatch," the island portion of which is described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the said real property is within the boundaries of the Florida Keys Area of Critical State Concern, as designated pursuant to Sections 380.05 and 380.0552, Florida Statutes; and

WHEREAS, the Department of Community Affairs is the state land planning agency under Chapter 380, Florida Statutes, the Florida Environmental Land and Water Management Act of 1972 (herein "the Act"), with the duty and responsibility for the general supervision of the administration and enforcement of the Act and all rules and regulations promulgated thereunder, including the Monroe County comprehensive plan and land development regulations; and

WHEREAS, the prior owner of the subject property received major development approval from Monroe County for a five-phase multi-family project known as "Seawatch" pursuant to Section 6-221, et seq., Monroe County Code (now repealed), the island portion of which was not developed under the major development approval; and

WHEREAS, the current corporate owner is successor in title to the original owners of the Seawatch development and as such owns the subject 13.3-acre island which is presently undeveloped except

SIGNED AGREEMENT

for 43 completed Seawatch condominium boat docks; and

WHEREAS, in preparing its Comprehensive Plan adopted by Ordinance No. 016-1993, on April 15, 1993, Monroe County approved a density designation of Residential-High for the island on its comprehensive plan future land use map; and

WHEREAS, pursuant to Section 380.0552(9), Florida Statutes, because of the Department's assessment of the environmental sensitivity of the island, the Department recommended and the Administration Commission published proposed administrative Rule No. 28-20.100(34)(f), F.A.C., which will change the future land use map designation of the island from Residential-High (RH) to Residential-Low (RL), thereby reducing density on the island; and

WHEREAS, the parties hereto wish to avoid potential litigation, including the uncertainty, expense and delay attendant thereto, regarding the future land use map designation and future development potential of the island, and it is in their best interests to do so; and

WHEREAS, pursuant to Section 380.032(3), Florida Statutes, the Department may enter into agreements with any landowner, developer, or governmental agency as may be necessary to effectuate the provisions and purposes of the Act or any rules promulgated thereunder; and

WHEREAS, the Department finds that this agreement is proper and necessary to effectuate the provisions and purposes of the Act and the Monroe County comprehensive plan adopted thereunder.

NOW, THEREFORE, in consideration of the mutual promises and

3

covenants contained herein and the benefits accruing to each party, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are incorporated herein and form a material part of this agreement.

2. Development Authorized. Notwithstanding the density regulations now or hereafter applicable to the subject property, a portion of the hammock acreage of the island and the approximately 1.38 acres of disturbed area of the island may be developed with a maximum of eight (8) single-family residences as provided in paragraph 3 below. Detached habitable space (e.g., bedroom additions, guest units, maid's quarters, and similar structures) are not allowed. Roads necessary for access to and on the island, if any, shall be developed pursuant to the Monroe County land development regulations in effect at the time of permitting. No development other than the existing boat docks, necessary access roads, and the residential units specifically authorized in this Agreement shall be allowed on the island.

3. Location of Residential Development. The map attached as Exhibit B hereto is an approximation of the habitat on the island. Pursuant to a field verification of the habitat conducted by Monroe County in connection with this agreement, the parties agree that the area designated as "hammock" on Exhibit B hereto consists of 7.49 acres of undisturbed palm hammock and .67 acres of berm. The land area which may be utilized for the maximum of eight (8) single-family residences shall be sited within the disturbed area

and/or within a maximum of 3.16 acres of the palm hammock as follows: a maximum of seven (7) single-family residences may be sited in the palm hammock and one (1) single-family residence may be sited in the disturbed area. The area utilized for the single-family residences (or, if subdivided, each lot within the area utilized for the single-family residences) shall be contiguous, it being the parties' intent that development shall not be scattered but shall be confined within one portion of the island.

4. Grandfathered Density; Development Subject to Land Use Regulations.

The development authorized under this Agreement shall be deemed to be grandfathered for density only under the Monroe County comprehensive plan, including any amendments adopted by the Monroe County Board of County Commissioners or adopted by rule of the Administration Commission, now or hereafter in effect. Otherwise, the development authorized under this agreement shall be subject to all Monroe County land development regulations in effect at the time the Owner or its successor applies for a building permit or permits from Monroe County for such development, including but not limited to the County's rate of growth regulations and its environmental design criteria.

The Owner recognizes that the environmental design criteria include clustering and open space requirements. The Owner further recognizes that the disturbed area and the maximum of 3.16 acres of palm hammock which may be utilized under this agreement will be subject to those environmental design criteria. It is the

3

intent of the parties to preserve undisturbed in its natural state as much of the palm hammock vegetation on the island as possible while at the same time allowing some limited residential development on the island.

5. Land Use Designation Under Proposed Rule 28-20.100(34), F.A.C. In light of the parties' agreement regarding density in the preceding paragraphs of this agreement, the parties agree that the Administration Commission's proposed Rule 28-20.100(34), F.A.C., designating the future land use designation of the subject property as Residential Low (RL) shall remain unchanged. The Owners hereby waive any present or future challenge to the Residential Low land use designation.

6. Release; Costs and Attorney's Fees. The Owner waives any claim it has or may have against the Department or the Administration Commission arising out of the recommendation or publication of proposed administrative Rule 28-20.100(34), F.A.C. Each party shall bear its own costs and attorney's fees incurred in connection with this agreement.

7. Major Development Approval. The parties acknowledge and agree that the subject 13.3-acre island shall not be developed under the major development approval previously granted for the condominium development known as "Seawatch," and that the major development approval is deemed by all parties to be void and of no further force and effect as to the island.

8. Scope of Authority. This agreement affects the rights and obligations of the parties under the provisions of Chapter 380,

Florida Statutes, relating to areas of critical state concern. It is not intended to influence or determine the authority or decisions of any other state or local government or agency in issuance of any other permits or approvals that might be required by state law or local ordinance for any development authorized by this Agreement.

9. Duplicate Originals. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

10. Entirety of Agreement; Amendment. This Agreement constitutes the entire agreement of the parties. This Agreement may be modified or amended only by a separate written instrument signed by all parties hereto and recorded in the public records of Monroe County, Florida, as provided in paragraph 11 below.

11. Covenant; Binding Effect; Recordation and Proof Thereof. This agreement is intended to and shall create a covenant running with the land. This agreement shall inure to the benefit of and be binding on Island Homes of the Keys, Inc., Monroe County, and the Department of Community Affairs, and their heirs, successors, and assigns, including subsequent purchasers of the subject property from Island Homes of the Keys, Inc. Within fourteen (14) days after the date of this Agreement, the Owner shall record this Agreement in the public records of Monroe County, Florida, or shall mail this Agreement to the Clerk for recording, and shall promptly thereafter furnish to the Department and Monroe County proof of recordation, including the book and page number where this

Agreement is recorded. Proof of recordation shall be directed to Mike McDaniel, Growth Management Administrator, Region II, Department of Community Affairs, 2740 Centerview Drive, Tallahassee, FL 32399-2100, and Lorenzo Aghemo, Monroe County Planning Director, Monroe County Growth Management Division, Marathon Regional Service Center, 2796 Overseas Highway, Suite 400, Marathon, FL 33050, or such other persons as they shall designate in writing on behalf of their respective government entities.

12. Date of Agreement. The date of this Agreement is the date the last party signs this Agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized undersigned representatives, have executed this Agreement on the dates and year below written.

ISLAND HOMES OF THE KEYS, INC.
a New Jersey corporation

(CORPORATE SEAL)

By Anna L. Hotz
Anna L. Hotz
President

and
By Robert M. Rehbock
Robert M. Rehbock
Secretary

STATE OF FLORIDA
COUNTY OF MONROE

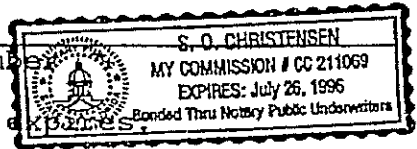
The foregoing instrument was acknowledged before me this 19th day of January, 1995, by Anna L. Hotz as President of Island Homes of the Keys, Inc., who is personally

known to me ~~or who has produced~~
as identification, and
who ~~did~~ (did not) take an oath.

S.O. Christensen
Notary Public

S.O. CHRISTENSEN
Name (typed, printed or stamped)

Commission Number _____
My commission expires _____



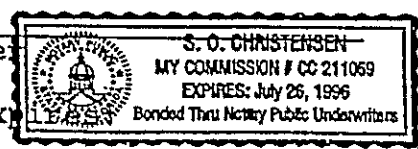
STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this
19th day of January, 1995, by Robert M.
Rehbock, as Secretary of Island Homes of the Keys, Inc., who is
personally known to me ~~or who has produced~~
as identification, and
who ~~did~~ (did not) take an oath.

S.O. Christensen
Notary Public

S.O. CHRISTENSEN
Name (typed, printed or stamped)

Commission Number _____
My commission expires _____



MONROE COUNTY, FLORIDA

By Shirley Freeman
~~Mayor of Monroe~~, Mayor
Shirley Freeman

ATTEST:

DANNY L. KOLHAGE, CLERK

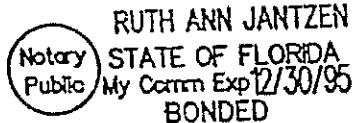
By Ruth Ann Jantzen
Deputy Clerk

DATE: February 21, 1995

STATE OF FLORIDA
COUNTY OF MONROE

This instrument was acknowledged before me this 2nd day of March, 1995, by ~~Mark Boardman~~ ^{/Shirley Freeman} Mayor of Monroe County, who is personally known to me and who did not take an oath.

Ruth Ann Jantzen
Notary Public



Name (typed, printed or stamped)

CC 173022
Commission Number

My commission expires:

DEPARTMENT OF COMMUNITY AFFAIRS,
An Agency of the State of Florida

By Charles Pattison
Charles Pattison

Director, Division of Resource
Planning and Management

5/3/95
Date

STATE OF FLORIDA
COUNTY OF LEON

This instrument was acknowledged before me this 3rd day of May, 1995, by Charles Pattison, Director, Division of Resource Planning and Management, Department of Community Affairs, who is personally known to me and who did not take an oath.

Jane R. Bass
Notary Public

Jane R. Bass
Name (typed, printed or stamped)

CC 201689
Commission Number

My commission expires

