

CITY COUNCIL AGENDA STATEMENT



Meeting Date: January 8, 2018

To: Honorable Mayor and Council Members

From: George Garrett, Planning Director

Through: Chuck Lindsey, City Manager

Agenda Item: Resolution 2019-09, Of The City Council Of The City Of Marathon, Florida, Approving An Assignment Of Development Agreement Pursuant To Section IV, W. Of The Development Agreement Between The City Of Marathon And Seaward Properties LLC.; Said Assignment Being Made To Seaward Landings, LLC (RE No 00101050-000000) And Seaward Pointe, LLC (RE NO 00101050-000100); For Properties Located At 8700 Overseas Highway, Nearest Mile Marker 52, Which Is Legally Described As Part Of Govt. Lot 4, Key Vaca, Monroe County, Florida, Having Real Estate Numbers 00101050-000000, 00101050-000100.

BACKGROUND & JUSTIFICATION:

Seaward Properties LLC. Was approved for a Conditional Use Permit entered into a Development Agreement with the City of Marathon, Florida, a Florida municipal corporation pursuant to Resolution 2016-123 and 2017-001. The Development Agreement is recorded in Official Records Book 2850, page 1968, of the Public Records of Monroe County, Florida. Section IV, Sub-section W. of the Development Agreement requires written consent of the City of Marathon for an assignment which will not be unreasonably withheld. Seaward Properties LLC has sold a portion of the property subject to the Development Agreement and assigns its rights, duties, and obligations under the Development Agreement by execution of this instrument to the two new owners in name, Seward Landings, LLC (RE No 00101050-000000) and Seaward Pointe LLC, both Florida limited liability companies.

Seaward Properties LLC assigns all its rights and obligations under the aforesaid Development Agreement to Seward Landings, LLC (RE No 00101050-000000) and Seaward Pointe LLC (RE No 00101050-000000). Seward Landings, LLC (RE No 00101050-000000) and Seaward Pointe LLC accept the assignment and agree to perform all rights, duties, and obligations of the Development Agreement. The City of Marathon consents to this assignment and approves signature of the document attached as "Exhibit A," "Assignment of Development Agreement."

CONSISTENCY CHECKLIST:

| | Yes | No |
|-------------------------|--------------|-------|
| 1. Comprehensive Plan | <u> X </u> | _____ |
| 2. Other –Sewer Mandate | <u> X </u> | _____ |

FISCAL NOTE:

APPROVED BY FINANCE DIRECTOR:

RECOMMENDATION:

Approval of Resolution 2019-XXX

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-09**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN ASSIGNMENT OF DEVELOPMENT AGREEMENT PURSUANT TO SECTION IV, W. OF THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MARATHON AND SEAWARD PROPERTIES LLC.; SAID ASSIGNMENT BEING MADE TO SEAWARD LANDINGS, LLC (RE NO 00101050-000000) AND SEAWARD POINTE, LLC (RE NO 00101050-000100); FOR PROPERTIES LOCATED AT 8700 OVERSEAS HIGHWAY, NEAREST MILE MARKER 52, WHICH IS LEGALLY DESCRIBED AS PART OF GOVT. LOT 4, KEY VACA, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBERS 00101050-000000, 00101050-000100.

WHEREAS, Seaward Properties, LLC. Was approved for a Conditional Use Permit and entered into a Development Agreement with the City of Marathon, Florida, a Florida municipal corporation pursuant to Resolutions 2016-123 and 2017-001; and

WHEREAS, the Development Agreement is recorded in Official Records Book 2850, page 1968, of the Public Records of Monroe County, Florida; and

WHEREAS, Section IV. Sub-section W. of the Development Agreement requires written consent of the City of Marathon for an assignment which will not be unreasonably withheld; and

WHEREAS, Seaward Properties LLC. has transferred ownership of the properties subject to the Development Agreement and assigns its rights, duties, and obligations under the Development Agreement by execution of this instrument to the current owners Seward Landings, LLC (RE No 00101050-000000) and Seaward Pointe LLC, both Florida limited liability companies,

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. Seaward Properties LLC. assigns all its rights and obligations under the aforesaid Development Agreement to Seward Landings, LLC (RE No 00101050-000000) and Seaward Pointe LLC, both Florida limited liability companies

Section 3. Seward Landings, LLC (RE No 00101050-000000) and Seaward Pointe LLC, both Florida limited liability companies accept the assignment and agree to perform all rights, duties, and obligations of the Development Agreement.

Section 4. The City of Marathon consents to this assignment and approves signature of the document attached as “Exhibit A,” “Assignment of Development Agreement.”

Section 5. This Resolution shall take effect upon approval by the State Department of Economic Opportunity.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 8th day of January, 2019.

THE CITY OF MARATHON, FLORIDA

John Bartus, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

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

EXHIBIT A

Parcel I.D. Nos.
RE No. 00101050-000000
RE No. 00101050-000100
(Space Reserved for Recording)

ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS AGREEEMNT entered in this _____ day of _____, 2019, by and between **SEAWARD PROPERTIES LLC**, A Florida limited liability company, (hereafter, “**ASSIGNOR**”) and Seward Landings, LLC (RE No 00101050-000000) and Seaward Pointe LLC (RE No. 00101050-000100), both Florida limited liability companies, “**ASSIGNEES**”); with consent of the **CITY OF MARATHON**, a Florida municipal corporation.

WHEREAS, ASSIGNOR entered into a Development Agreement with the City of Marathon, Florida, a Florida municipal corporation; and

WHEREAS, the Development agreement was approved pursuant to Resolution 2017-001 and is recorded in Official Records Book 2850, Page 1968, of the Public Records of Monroe County, Florida; and

WHEREAS, Section IV., Sub-section W. of the Development Agreement requires written consent of the City of Marathon for an assignment which will not be unreasonably withheld; and

WHEREAS, ASSIGNOR has transferred title for properties identified by RE No. 00101050-000000 and 00101050-000100 which are subject to the Development Agreement and assigns its rights, duties, and obligations under the Development Agreement by execution of this instrument to the new owners Seward Landings, LLC (RE No 00101050-000000) and Seaward Pointe LLC, both Florida limited liability companies,

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

1. **ASSIGNOR** assigns all its rights and obligations under aforesaid Development Agreement to **ASSIGNEES**.
2. **ASSIGNEES** accept the assignment and agree to perform all rights, duties, and obligations of the Development Agreement.
3. City of Marathon consents to this assignment.

EXECUTED the date and year below written.

WITNESSES:

ASSIGNOR
Seaward Properties, LLC

Witness No. 1 – Signature

By: Peter Rosasco, President

Printed Name: _____

Witness No. 2 - Signature

Printed Name: _____

STATE OF FLORIDA
COUNTY OF MONROE

The following instrument was acknowledged before me on this _____ day of _____, 2019, by Peter Rosasco, as President, for Seaward Properties, LLC, a Florida limited liability company, who is personally know to me or who produced _____ as identification, and who did/did not take and oath.

Notary Public, State of Florida
My commission expires:

WITNESSES:

ASSIGNEE
Seward Landings, LLC

Witness No. 1 – Signature

By: Peter Rosasco, President

Printed Name: _____

Witness No. 2 - Signature

Printed Name: _____

STATE OF FLORIDA
COUNTY OF MONROE

The following instrument was acknowledged before me on this _____ day of _____, 2019, by Peter Rosasco, as President for Seaward Landings, LLC, a Florida limited liability company, who is personally know to me or who produced _____ as identification, and who did/did not take and oath.

Notary Public, State of Florida
My commission expires:

WITNESSES:

ASSIGNEE
Seward Pointe, LLC

Witness No. 1 – Signature

By:

Printed Name: _____

Witness No. 2 - Signature

Printed Name: _____

STATE OF FLORIDA
COUNTY OF MONROE

The following instrument was acknowledged before me on this _____ day of _____, 2019, by Peter Rosasco, as President, for Seaward Pointe, LLC, a Florida limited liability company, who is personally know to me or who produced _____ as identification, and who did/did not take and oath.

Notary Public, State of Florida
My commission expires:

THE CITY OF MARATHON, FLORIDA

John Bartus, Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

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